The Corporation of the City of Peterborough

By-Law Number 15-127

Being a By-law to designate 188-198 Edinburgh Street as a Municipal Housing Facility and to authorize the execution of Agreements between the Corporation of the City of Peterborough and Moloney Project Development Corporation

Whereas section 110(1) of the Municipal Act 2001, S.O. 2001, c.25 provides that the Council of a Municipality may enter into agreements for the provision of Municipal Capital Facilities;

And Whereas the Municipal Housing Project Facility owned by Moloney Project Development Corporation and municipally known as 188-198 Edinburgh Street, in the City of Peterborough is deemed to be a Municipal Housing Capital Facility in accordance with By-Law 12-094, being a By-Law providing for municipal housing facilities;

Now Therefore, The Corporation of the City of Peterborough by the Council thereof hereby enacts as follows:

That the Mayor and Clerk be authorized to execute the Affordable Housing Project Facility Agreements between The Corporation of the City of Peterborough and Moloney Project Development Corporation, for the provision of a municipal housing project facility, at 188-198 Edinburgh Street, in the City of Peterborough, and to affix the Seal of the Corporation thereto, in the form attached hereto as Schedule A.

By-law read a first, second and third time this 4th day of August, 2015.

(Sgd.) Daryl Bennett, Mayor

(Sgd.) Natalie Garnett, Deputy City Clerk
The Corporation of the City of Peterborough

(hereinafter called the "City")

and

Moloney Project Development Corporation

(hereinafter called the "Proponent")

Affordable Housing Project Facility Agreement
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Affordable Housing Project Facility Agreement

This Agreement made the 4th day of August, 2015

Between:

The Corporation of the City Of Peterborough

(hereinafter called the "City")

and

Moloney Project Development Corporation

(herinafter called the "Proponent")

WHEREAS:

A. The Proponent is the registered owner of the lands municipally known as 188-198 Edinburgh Street, Peterborough, Ontario, legally described as set out in Schedule "H" attached.

B. The Proponent proposes to develop a twenty-eight (28) Unit rental project located at 188-198 Edinburgh Street within the Affordable Housing Community Improvement Plan area.

C. The City and Proponent agree that the funding provided shall be for twenty-eight (28) affordable rental Units, and that the average rent will be less than or equal to 80% Average Market Rent.

D. Canada Mortgage and Housing Corporation ("CMHC") and Her Majesty the Queen In Right of Ontario, as represented by the Minister of Municipal Affairs and Housing entered into a bi-lateral Agreement to provide for the investment in Affordable Housing Program, effective August 11, 2014 (the "CMHC - Ontario Agreement for Investment in Affordable Housing (2014 Extension)");

E. The purpose of the CMHC-Ontario Agreement for Investment in Affordable Housing (2014 Extension) ("the Program") is to provide funding for affordable rental housing;

F. The Minister is responsible for the Program and the provision of Federal and Provincial Funds and the City of Peterborough is responsible for the delivery and administration of affordable rental housing programs in the City of Peterborough and County of Peterborough.

G. The Minister and the City entered into the Service Manager Administration Agreement on September 29th, 2014 for the purpose of establishing the City's obligations with respect to the administration of the Program and the Minister's obligation to provide funding to the City;

H. According to section 13(1) of the Housing Services Act, 2001, a Service Manager may establish, administer and fund housing and homelessness programs and services and may provide housing directly.

I. The City's By-law No. 12-094, "Municipal Housing Facilities By-law", provides that a municipality may enter into an Agreement for the provision of affordable housing, as a municipal capital facility.

J. The City's By-law No. 11-114 adopts the Affordable Housing Community Improvement Plan to assist in the development of affordable housing in the City.

K. The City's By-law No. 11-115 adopts a Central Area Community Improvement Plan and By-law No. 11-117 designates the Central Area Community Improvement Project Area.
L. The City's By-law No. 14-134 imposes development charges against land to pay for increased capital costs required because of increased need for services from the development of the area to which the by-law applies, which is City-wide general services charge.

M. The City's By-law No. 05-065 and the County of Peterborough's Bylaw No. 80-2007, provide for the establishment of a new multi-residential property class with a tax ratio equal to one (1.0) per cent; and,

N. The City and the Proponent wish to enter into this Agreement to establish the Proponent's obligations with respect to the Project and the City's commitment to provide benefits or assistance to the Proponent.

NOW THEREFORE, the City and the Proponent agree with each other as follows:

1.0 Interpretation

1.1 In the Agreement, including its Schedules, unless the context requires otherwise,

- "Affordability Period" means the twenty (20) years following the date of the first (1\st) occupancy of a Unit in the Project;

- "Affordable Housing" for the purpose of this Agreement, means twenty-eight (28) Units of rental Housing which is modest in terms of floor area and amenities, based on household needs and Community norms, in Projects that achieve rent levels in accordance with the Program Guidelines, but does not include residential premises used as a nursing home, retirement home, shelter, crisis care facility or any other types of similar facility and in which the average rent for each Unit size, including utilities, but exclusive of parking, telephone, cable and other related fees, is less than or equal to 80% Average Market Rent;

- "Agreement" means this Affordable Housing Project Facilities Agreement entered into between the City and the Proponent;

- "Average Market Rents" means the average rent figures, based on geographical areas and classified by bedroom count, as determined annually in the CMHC Average Market Rent Survey or as determined by the City, based on available data, in areas where there is no information from the CMHC Average Market Rent Survey;

- "Business Day" means each Monday, Tuesday, Wednesday, Thursday and Friday except when any such day occurs on a statutory holiday observed in Ontario;

- "Commencement Date" means the date of additional assessment as established by MPAC in regards to municipal property tax incentives;

- "CMHC" means the Canada Mortgage and Housing Corporation;

- "Construction Contract" means an Agreement with the General Contractor (the person who has contracted with the Proponent for the supply of services and materials) for the construction of the Project;

- "Development Activities" means those activities which are normally undertaken for the development, demolition, construction, repair, renovation, rehabilitation or conversion of buildings for residential purposes, including the acquisition of Property;

- "Equity Contribution" means the Proponents' monetary or real property contribution to the Project in accordance with the Program Guidelines;

- "Event of Default" has the meaning ascribed thereto in Section 17.0 hereof;
• "Force Majeure" means a delay arising from strike, lockout, riot, insurrection, terrorism, war, fire, tempest, act of God, lack of material or supply of service at a reasonable cost, inclement weather, binding orders or regulations of governmental bodies, courts or arbitrators or any other event beyond the control of the Parties which causes a delay in the fulfillment of a Party's obligations under this Agreement notwithstanding the reasonable efforts of such Party and provided that any such non availability or delay does not relate to any extent to any act or omission by such Party or any of its authorized agents or employees;

• "Funding Schedule" means the schedule of funding setting out progress payments for the type of Project to be undertaken by a Proponent, in the form determined by the City and as set out in Schedule "B";

• "Funds" means the total amount of dollars provided to the Proponent, as set out in the Funding Schedule, and the term "Funding" shall have the same meaning;

• "Housing" means residential accommodation and facilities, common areas and services used directly with the residential accommodation. Housing does not include commercial or institutional premises, social or recreational services, and services or facilities related to mental or physical health care, education, corrections, food services, social support or public recreation;

• "Household Income" means the gross annual income from all sources identified by the City and may be revised from time to time, of all persons who reside in a Unit, or who will reside in a Unit if such Unit were rented to them;

• "Interest Adjustment Date" means a date as established by the primary mortgagee and the Proponent;

• "Maximum Household Income" means the Maximum Household Income in order to rent a Unit, as established by the City and adjusted annually;

• "Minister" means the Minister of Municipal Affairs and Housing;

• "MPAC" means the Municipal Property Assessment Corporation;

• "Occupancy Date" means the date on which occupancy of all Units in a Project is permitted;

• "Parties" means the City and the Proponent and "Party" means either of them, as the context may require;

• "Permitted Encumbrances" means the encumbrances encumbering the Units listed in Schedule "E" together with such renewals or replacement financing that may be approved by the City, acting reasonably, during the term of this Agreement;

• "Phase-out Period" means the last five (5) year period of the Affordability Period;

• "Plans and Specifications" means the plans and specifications for the development of the Project that have been approved and reviewed by all appropriate governmental authorities for the issuance of all permits necessary to construct and occupy the Units and as certified by a quantity surveyor or other professional;

• "Program" may mean depending on the context, the Affordable Housing Community Improvement Plan or IAH (2014 Extension), as amended from time to time;

• "Program Guidelines" means the Program Guidelines for the IAH (2014 Extension) and attached to this Agreement as Schedule "A";

• "Project" means Affordable Housing approved for the Program described in Schedule "A";
"Property" means the lands and premises (including any building located thereon) which are the property of the Proponent and upon which the Project shall be built, described in Schedule "H";

"Proponent" means a person or other legal entity that has submitted a Proposal;

"Proposal" means the application or proposal to participate in the Program, submitted to the City;

"Rental Component" means the Rental Housing Component described in the Program Guidelines;

"Security Documents" means the security documents attached to and forming part of the this Agreement including the Security Documents required in Section 10 of this Agreement;

"Service Manager" means The Corporation of the City of Peterborough;

"Substantial Completion" means the substantial performance, within the meaning of the Construction Lien Act, 1990, of all contracts which the Proponent has entered into for Development Activities in connection with the Project under this Agreement;

"Targeting Plan" means the manner in which a Service Manager or a Proponent plans to meet the objectives of the Program to create Affordable Housing for households that are on or are eligible to be on waiting lists for social housing;

"Tenant" means a person or persons who pay rent in return for the right to occupy a Unit for residential use and includes the tenant's heirs, assigns and personal representatives and "Tenants" shall have a corresponding meaning; and,

"Unit" means a self-contained residential dwelling including, without limiting the generality of the foregoing, (i) supportive rental Housing where service funding is secured from sources other than Funding provided under the Program; (ii) multi-bedroom Units which are used for congregate living; and (iii) disabled/accessible Units.

1.2 The following Schedules are attached to and form part of this Agreement:

Schedule "A" - Program Guidelines – IAH (2014 Extension)
Schedule "A1" - Municipal Housing Facilities By-law 12-094
Schedule "A2" - Development Charges By-law 14-134
Schedule "A3" - Affordable Housing Community Improvement Plan
Schedule "B" - Funding Schedule
Schedule "C" - Rental Protocol
Schedule "D-1" - Charge/Mortgage of Land
Schedule "D-2" - Assignment of Rents
Schedule "D-3" - Security Agreement
Schedule "E" - Permitted Encumbrances
Schedule "F" - Proponent's Initial Occupancy Report
Schedule "G" - Proponent's Annual Occupancy Report
Schedule "H" - Legal Description of Property
Schedule "I" - Project Information Form
Schedule "J" - Proponent's Monthly Reports
Schedule "K" - Communications Protocol Requirements
Schedule "L" - Property Tax Incentive Application

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

1.4 All references in this Agreement to section numbers are references to sections of this Agreement unless otherwise stated.
2.0 Contributions Under Central Area Community Improvement Plan – Municipal Incentive Program

2.1 There are no contributions under this authority.

3.0 Credit under the Development Charges By-law 14-134

3.1 The City will credit the Project from applicable Development Charges in the amount estimated to be $41,000.00 as calculated in regards to the demolition of two "Category A" residences.

3.2 In the event that the Proponent fails to comply with any of the conditions in this Agreement, the Development Charges waived pursuant to section 3.1 shall be deemed payable on the date of occupancy of the Project, and may be added by the City to the tax rolls and collected in the same manner as really taxes.

4.0 Contributions under Affordable Housing Community Improvement Plan

4.1 The City will provide incentives estimated in value as follows:

   (a) Planning Application Fee $ 1,733.00 (refunded)
   (b) Parkland Fee $ 15,600.00 (refunded)
   (c) Cash in lieu of parking $ 126,500.00 (refunded)

4.2 In the event that the Proponent fails to comply with any of the conditions in this Agreement, the Proponent shall either forfeit the refund or pay to the City forthwith the entire amount of municipal fees pursuant to section 4.1 together with any applicable costs and interests.

5.0 Contributions under the Affordable Housing Community Improvement Plan – Tax Increment Based Grant Program

5.1 The City will provide a Property Tax Increment Grant for ten (10) years.

5.2 The annual grant will be equivalent to 100% of the increase in municipal property taxes which do not include education taxes, in years 11 to year 15 after the Commencement Date. Subsequently, the annual grant shall be 80% in year 16, 60% in year 17, 40% in year 18, and 20% in year 19. For further clarification, the increase in municipal property taxes shall be the difference between the current value assessment of the improved lands less the current value assessment of the vacant lands. Grant payments will cease on the earlier of:

(a) the date when the total of all annual Grant payments equal the total costs of rehabilitation of the subject lands; or
(b) 19 years after the date of completion of the rehabilitation of the subject lands

5.3 The total value of the sum of the annual grant payments that may be provided under the Program shall not exceed the total costs of rehabilitation that have been accepted by the City, which costs are estimated, as of the date of this Agreement, at $5,288,119.00.

5.4 Where the actual costs of rehabilitation are, in the opinion of the City, less than the estimated costs of rehabilitation the maximum permitted amount of the total annual grant payments shall be reduced by the difference between the estimated costs and the actual costs.

5.5 Where at any time after the original rehabilitation of the subject lands, new construction is added to the subject lands that is not part of the original Program application, the grant payment will be calculated only in respect of the original rehabilitation contained in the original application, based on the property taxes levied in the last year Property.
5.6 The annual grant payment shall be calculated by the City based upon, and provided the City is satisfied in its sole discretion that:

(a) rehabilitation of the property was completed and took place in accordance with the proposed rehabilitation as specified in the Program application and this Agreement;

(b) there was and remains during each year of the grant payment, an increase in net municipal property taxes as a result of an increase in the assessed value attributable to the completion of the rehabilitation; and

(c) annual grant payments after the first grant payment are adjusted downwards in the event the tax increase in any subsequent year has been reduced.

5.7 This Program does not exempt the Proponent from an increase in municipal taxes due to a general tax rate increase or a change in assessment for any other reason after the property has been improved, except by reason of an assessment appeal.

5.8 The City shall review all cost estimates submitted in support of the application in evaluating the estimated rehabilitation costs eligible for the grant, which costs, when approved by the City shall constitute the maximum amount of the total grant payments to be paid out over a maximum of nine (9) years. In the event the City is not satisfied with said cost estimates, the City may substitute their opinion of such amounts for purposes of calculating the eligible rehabilitation costs for the grant. If the City is not in receipt of sufficient information satisfactory to the City to determine rehabilitation costs and the amount of the grant, the application will not be processed and the application file will be closed. The decision of the City regarding the total amount of rehabilitation costs, the calculation of the total estimated maximum grant and the calculation of the actual grant payments is final, absolute and within the City's sole discretion.

5.9 The grant is not payable by the City until such time as additional assessment eligible for a grant has been added to the assessment roll by the MPAC, taxes eligible for a grant have been billed by the City, and all taxes have been paid in full for at least one year by the Proponent. The grant will not be issued if there is an outstanding tax payment. If at any time after the execution of this Agreement, property taxes are owing on a property for more than one full year, the City will have the option, upon notice to the Proponent, and at its sole discretion, to terminate all future grant payments. The City is under no obligation under this Agreement to inform the Proponent that the property taxes are in arrears.

5.10 The grant is not payable by the City until such time as all assessment appeals relating to the value of the subject lands before the additional assessment or as to the additional assessment have been filed and finally determined.

5.11 Annual grant payments are not payable by the City until each of the following conditions is fulfilled in a manner satisfactory to the City:

(a) this Agreement has been signed, executed and registered on title and the Property Tax Incentive Application (Schedule "L") has been completed and received by the City;

(b) The Proponent has commenced Development Activities within one hundred and twenty (120) days of execution of this Agreement;

(c) the Proponent has satisfied the City that there are no liens registered on title pursuant to the Construction Lien Act;

(d) the Proponent has satisfied the City that the total rehabilitation costs incurred have been paid in full and that there are no liens, claims or litigation in respect of the Proponent’s obligation to pay these costs;

(e) the Proponent has satisfied the City that there are no outstanding work orders and/or orders or requests to comply from any City department or other regulatory
authority in respect of the redevelopment, the property and the business of the Proponent conducted on the subject lands;

(f) the Proponent has satisfied the City that as of the date of the proposed first grant payment, the Proponent, its rehabilitation project and property are in full compliance with: by-laws of the City, provincial or federal legislation and their regulations;

(g) the Proponent has satisfied the City that the post project assessed value of the subject property has increased as a result of the said rehabilitation;

(h) the Proponent or the City has not appealed the post-project assessed value and there exists no other pending appeal which has not been settled completely in respect of the post project assessed value;

(i) the Proponent has satisfied the City that the property taxes for the year during which property taxes were calculated pursuant to the said increased assessment and for each of the preceding years, have been paid in full, have not been deferred and there are, at the time of payment of the annual grant, no instalments of property taxes for the current year remaining to be invoiced and paid;

(j) the Proponent has satisfied the City that the Proponent, as of the date of the proposed grant payment, has paid in full and not deferred all other charges (where applicable) against the property in favour of the City, including but not limited to: special assessments, building permit fees and local improvement charges; and

(k) the Proponent has provided the City with an Annual Occupancy Report (Schedule “G”) showing the total amount of rent being charged to tenants, for every Unit.

5.12 In the event that the Proponent fails to comply with any of the conditions in this Agreement, and fails to remedy such non-compliance within the applicable cure period provided for in this Agreement, no further grant payments are payable by the City.

6.0 Contributions under Municipal Housing Facilities By-Law 12-094

6.1 The City will provide the Proponent with full exemption from property taxes levied for municipal and school purposes for twenty-eight (28) Units, for a period of ten (10) years which shall commence on the date of additional assessment as established by MPAC (“Commencement Date”). The estimated tax exemption based on 2015 tax rates, for 10 years is $293,068.00.

6.2 In the event that the Proponent fails to comply with any of the conditions in this Agreement, and fails to remedy such non-compliance within the applicable cure period provided for in this Agreement, the tax exemptions provided pursuant to section 6.1 shall be terminated forthwith, and the Proponent will be responsible for any future applicable taxes.

6.3 The City will exempt the Project from applicable Development Charges in the amount estimated to be $293,068.00.

6.4 In the event that the Proponent fails to comply with any of the conditions in this Agreement, the Development Charges waived pursuant to section 6.3 shall be deemed payable on the date of occupancy of the Project, and may be added by the City to the tax rolls and collected in the same manner as realty taxes.

6.5 The City agrees to provide to the Proponent upon the terms and subject to the conditions set out in this Agreement the amount of $75,000.00, being the municipal capital funding.

6.6 The City shall disburse the Funds in accordance with the Funding Schedule attached as Schedule “B.” The Proponent agrees that it shall use the Funds in accordance with the terms of this Agreement and in strict accordance with the Funding Schedule.
6.7 In the event that the Proponent fails to comply with any of the conditions in this Agreement, and fails to remedy such non-compliance within the applicable cure period provided for in this Agreement, the funding provided pursuant to section 6.5 shall be terminated forthwith, and the Proponent will be responsible for repayment.

7.0 Contributions under the Investment in Affordable Housing Program 2014 Extension

7.1 The City agrees to provide to the Proponent upon the terms and subject to the conditions set out in this Agreement the amount of $850,000.00, being the IAH (2014 Extension) funding.

7.2 The City shall disburse the Funds in accordance with the Funding Schedule attached as Schedule "B." The Proponent agrees that it shall use the Funds in accordance with the terms of this Agreement and in strict accordance with the Funding Schedule.

7.3 The City shall retain, unadvanced, a portion (the "Holdback") of the Funding equal to such percentage of the price of the services and materials supplied under any contract for the construction of the Project or any part thereof or any other improvements on, at or to the Property pursuant to which the Proponent is liable as payer as shall be required by applicable building or construction lien legislation. The Proponent shall be entitled to request the release of the Holdback, or a portion thereof, at such time as the City shall have been satisfied that, to the extent of the amount to be released, no person has a lien under such legislation on the Property, which may have priority over the Permitted Encumbrances.

7.4 In the event that the Proponent fails to comply with any of the conditions in this Agreement, and fails to remedy such non-compliance within the applicable cure period provided for in this Agreement, the funding provided pursuant to section 7.1 shall be terminated forthwith, and the Proponent will be responsible for repayment.

8.0 Conditions Precedent

8.1 The provision of the Funding by the City pursuant to Section 6.5 and 7.1 is subject to the following conditions precedent, each of which is for the exclusive benefit of the City, and may be waived in full or in part by the City by written notice to the Proponent:

(a) the Proponent is the registered owner in fee simple of the lands described in Schedule "H" or shall have entered into a lease Agreement for the term of this Agreement, with the registered property owners;

(b) any Affordable Housing Project Facilities Agreement remaining in force and the Proponent being in good standing there under;

(c) there being no Claim for Lien under the Construction Lien Act, 1990, registered against the Project;

(d) there being in existence no unregistered lien or statutory claim having priority against the Project;

(e) the Proponent's title to the lands described in Schedule "H" being free from any encumbrances other than the Permitted Encumbrances;

(f) the Proponent being in good standing under all of the Permitted Encumbrances;

(g) there being no work orders issued against the Project by any governmental entity, agency or official;

(h) the Proponent having provided the City with the Security Documents required by Section 10 and in accordance with the said section;
(i) the Proponent shall have delivered to the City evidence satisfactory to the City that any required Proponent's Equity Contribution has been paid, delivered or pledged;

(j) the Proponent obtaining a current Location Survey (the "survey") prepared by a qualified land surveyor showing the location of the existing building(s) and showing that these buildings are contained entirely within the limits of the land and that there are no encroachments on the land from adjoining properties or in the alternative, a title insurance policy will be accepted in lieu of a survey;

(k) the Proponent having received the required planning approvals including but not limited to severance application, Official Plan and zoning by-law amendments;

(l) the Proponent having approval of mortgage financing and interest rate in the form of a mortgage commitment satisfactory to the City to ensure full financing for the balance of the capital costs; and

(m) The Proponent having provided the City with a current Corporate Profile Report.

8.2 If any of the conditions contained in Section 8.1 have not been fulfilled by the date for the disbursement of the Funding by the City pursuant to Section 6.5 and 7.2 and are not waived by the City pursuant to Section 8.1, the City shall be under no obligation to make any advance of the Funds to the Proponent until such time as such conditions have been fulfilled. The City shall have the right to terminate this Agreement if the Proponent has not satisfied any unfulfilled condition within thirty (30) days of written notice from the City or within such longer period as is necessary in order to fulfill such condition under the circumstances, provided that the Proponent is taking all reasonable steps to diligently fulfill such condition. In the event of such termination neither party to this Agreement shall have any rights or obligations hereunder, save and except that the City may, notwithstanding such termination, bring an action against the Proponent for all losses, costs and expenses, including, without limitation, reasonable legal fees incurred by the City in connection with this Agreement where the non-performance or non-fulfillment of a condition is a result of a breach of a covenant by the Proponent.

9.0 Terms of Funding

9.1 The Proponent shall comply with the requirements of the Program Guidelines – IAH (2014 Extension), the Municipal Housing Capital Facilities By-law 12-094, the Development Charges By-law 14-134, and Affordable Housing Community Improvement Plan, attached as Schedules "A", "A1", "A2" and "A3".

9.2 The Funding shall have a term of twenty (20) years, commencing as of the Interest Adjustment Date.

9.3 Prior to the Interest Adjustment Date, interest shall accrue on the total of the amounts advanced at the rate of 8% per annum. The interest so calculated shall compound semi-annually, not in advance, until the Interest Adjustment Date.

9.4 On the Interest Adjustment Date, the amount of interest accrued as calculated in Section 9.3 shall be forgiven, provided that the Proponent has satisfied all requirements as set out in Section 9.

9.5 With effect from the Interest Adjustment Date, the interest rate applicable to the Funding shall be the higher of the average posted rate offered by major Canadian lending institutions for a commercial first mortgage having a five (5) year term, plus 2% or the interest rate applicable to the first mortgage registered against title to the Property, plus 2%.

9.6 On each anniversary date of the Interest Adjustment Date, the Proponent shall pay the City the amount of interest as calculated on the Funding, according to the interest rate stipulated in Section 9.5, so accrued under the Funding, provided, however, if the Proponent is in compliance with all terms and conditions of this Agreement, as of such anniversary date, the amount of the interest so owing shall automatically be forgiven.
9.7 The Funds shall be fully forgiven on the last day of the month at the end of the term of the Agreement provided that the Proponent has fulfilled all the requirements of the Program as set out in this Agreement. The City, at the Proponent's request and costs, will provide a discharge of the Security.

9.8 The Proponent shall provide the City with such information respecting the Proponent's permanent financing obligations for the Project as the City may require from time to time.

9.9 The City shall not be liable to the contractor, suppliers, sub-contractors, craftsmen, labourers, apprentices or others for goods and services delivered by them in relation to the Project on behalf of the Proponent, or employed in the construction of the Project, or for any debts or claims accruing to any of the parties against the Proponent or against the Project.

9.10 It is distinctly understood and agreed by the parties hereto that there is no contractual relationship either express or implied, between the City and the contractor, any supplier, contractor, sub-contractor, craftsman, labourer, apprentices or person supplying any work, services or material to the Project, on behalf of the Proponent. The Proponent is not, and shall not be, the agent of the City for any purpose. There shall be no third party beneficiary of this Agreement, express or implied.

9.11 The Proponent agrees to advance as its Equity Contribution to the Project the amount of $528,811.80 on or before the final payment is permitted in accordance with Schedule B. The Proponent shall provide written confirmation satisfactory to the City that the Equity Contribution has been paid.

10.0 Security

10.1 Prior to the City disbursing the Funds to the Proponent pursuant to Section 6.5 and 7.1, the Proponent shall provide the City with an executed registrable Agreement and Security Documents in the form attached hereto as Schedules "D-1", "D-2" and "D-3" (the "Security"), completed in accordance with this Agreement.

10.2 The Security shall be collateral to this Agreement. Any cash contributions from the City shall be included in the Security Documents.

10.3 Without limiting the Proponent's covenants and the remedies of the City under this Agreement and the Security, the Proponent agrees that a breach of this Agreement including the occurrence of an Event of Default pursuant to Section 17 shall constitute a breach of the Security and a breach of the Security shall constitute a breach of this Agreement.

10.4 The City acknowledges and agrees that notwithstanding that the Security provides that the principal and interest secured there under is payable on demand, the City shall have no right to demand payment there under except in accordance with the provisions of this Agreement relating to repayment. In the event of a conflict or inconsistency between the provisions of this Agreement and the Security, the provisions of this Agreement shall prevail with respect to the Funds provided by the City.

10.5 The Security shall rank immediately behind the registered security for the Proponent's Permitted Encumbrances for the Project, or as otherwise determined by the City.

11.0 Covenants of the Proponent

11.1 The Proponent covenants and agrees with the City that, it shall:

   (a) commence Development Activities within one hundred and twenty (120) days of execution of this Agreement;

   (b) take all such actions and do all such things required to develop and continuously carry on the Development Activities in a good and workmanlike manner and in accordance with the Plans and Specifications and to complete such construction
not later than the date specified in Schedule "I", subject to acts of God and other events which occur for non-financial reasons beyond the control of the Proponent, including, without limitation, strikes, lock-outs or other labour or industrial disturbances, civil disturbances, arrests and restraints, interruptions by government or court orders, future valid orders of any regulatory body having proper jurisdiction, wars, riots, sabotage, blockades, embargoes, insurrections, lightning, earthquake, fires, storms, floods and explosions and to pay all costs thereof;

(c) do or cause to be done all acts and things necessary to preserve in full force and effect the existence of the Proponent and all licences and permits required for the carrying on of the operations of the Proponent at and from the Project and to preserve and protect all of the properties, real and personal owned and used by the Proponent in connection with the Project and to cause the same to be properly maintained and to be kept in good state of repair;

(d) pay and discharge or cause to be paid and discharged all taxes and other levies of the Province of Ontario, the City, or of any other entity having jurisdiction to impose such taxes or levies, when the same become due and payable, except such taxes as are being contested in good faith by appropriate proceedings and provided that, in such case the Proponent shall have provided the City with appropriate security; and

(e) deliver to the City the statements and reports as required by this Agreement;

11.2 The Proponent covenants and agrees with the City that, so long as any obligation is outstanding by the Proponent to the City hereunder the Proponent will not, without the prior written consent of the City, which consent may be unreasonably withheld:

(a) create, incur, assume or permit to exist, after knowledge of the existence thereof, any mortgage, pledge, lien, hypothecation, charge (fixed or floating), security interest or other encumbrance whatsoever on the Property or any personal property or fixtures thereon except the encumbrances created by the following encumbrances (collectively, the "Permitted Encumbrances"):

(i) encumbrances created in favour of or assigned or pledged to the City;

(ii) inchoate or statutory liens for taxes which have not been assessed, or if assessed, which are either not delinquent or which are being contested by bona fide proceedings in good faith, and sufficient security for the payment of same has been given to the City, if requested;

(iii) inchoate or statutory liens of contractors, sub-contractors, mechanics, suppliers, workers and others in respect of the construction, maintenance, repair and operation of the Project, provided that the same are not registered encumbrances against title to the Property or any personal property, or, if so registered, have been postponed to all charges in favour of the City contained in the Security Documents or are being contested by bona fide proceedings in good faith with sufficient security for the payment thereof having been given to the City or paid into Court to prevent effectively in the City's opinion realization by disposal or other alienation from the Proponent of its legal or beneficial title to or interest in any such property; and,

(iv) Permitted Encumbrances listed in Schedule "E" hereto.

(b) become a party, without the prior written consent of the City, to any transaction whereby the Project would become the property of any other person, whether by way of reorganization, amalgamation, merger, transfer, sale, lease, sale and leaseback, or otherwise;

(c) make any material change in the Plans and Specifications or the Construction Contract which pertains to the number or type of residential dwelling Units of the Project without the prior written approval of the City; or
change its fiscal year end or change the basis upon which the financial records of the Proponent are maintained, without the prior written consent of the City.

11.3 The Proponent covenants and agrees that the Funding is subject to the Canadian Environmental Assessment Act and that the Project does not impose adverse impacts that cannot be mitigated. Considerations include:

(a) Projects that involve construction, expansion, modification or demolition within 30 m of a water body;

(b) Projects that involve construction, expansion or modification with a footprint of more than 500 m² on land not serviced at the time of the Funding commitment;

(c) does not involve the likely releasing of a polluting substance into a water body;

(d) Projects that involve the demolition of a building where its floor area is more than 1,000 m² or where the Project is to be carried out within 30m of another building;

(e) does not (i) possibly affect the permafrost and (ii) take place on land not serviced at the time of the Project and (iii) involve construction or expansion of a sidewalk, boardwalk, path, pedestrian ramp or access road longer than 100 m²;

(f) Projects that involve construction or expansion or modification in a national park, park reserve, national historic site or historic canal;

(g) does not involve a use other than:
   - residential accommodations
   - institutional accommodations/offices
   - common-carrier-passenger facilities and services
   - retail sales facilities
   - medical, educational, informational or recreational facilities or services
   - food services
   - parking facilities
   - non-hazardous storage facilities
   - presenting artistic, cultural, sporting or other Community-related events.

11.4 The Proponent agrees to complete the Project within the Project Financing, as outlined in Appendix "B" of Schedule "I" attached hereto, with the funds allocated to each item therein, in each case, as such Project Financing may be modified from time to time with the prior written approval of the City.

11.5 The Proponent agrees to complete the Project in accordance with the Project Milestones as outlined in Appendix "A" of Schedule "I", as may be modified from time to time with the prior written approval of the City. The Proponent shall provide a Monthly Report during construction to the City in the form attached hereto as Schedule "J".

Despite the foregoing, a modification to the Project Financing or the Project Milestones may be made by the Proponent without the written approval of the City provided that such modification is minor in nature.

11.6 A modification of the Project Financing will be considered minor in nature if the value of the modification increases or decreases the total Project Financing by less than 10%. A modification of the Project Milestones will be considered minor in nature if the milestones for construction start, Substantial Completion and Occupancy are met and all conditions outlined in this Agreement are met within sixty (60) days of the milestone dates as outlined in Schedule "I".

11.7 In the event that a modification of the Project Financing is not considered minor, the Proponent shall provide the City with a report, prepared by a qualified Quantity Surveyor, or other professional, substantiating the additional costs.

11.8 The Proponent shall, at the request of the City, provide the City with an occupancy permit or other proof that occupancy of all Units in the Project is permitted.
11.9 Upon initial occupancy of a Project, the Proponent shall submit to the City a completed Proponent’s Initial Occupancy Report attached hereto as Schedule “F” and information about the activities related to the Project used to support or promote apprenticeships and the number of apprentices employed.

11.10 During the period between the Occupancy Date of each Project and the end of the Phase-out Period and annually thereafter, the Proponent shall submit to the City a completed Project Annual Occupancy Report in the form attached hereto as Schedule “G”.

11.11 Without limiting the Proponent’s obligations under Section 11.8, the Proponent, if requested by the City, shall forthwith submit to the City the material required to be submitted to the City pursuant to Section 11.8, in addition to any such material that the Proponent may have previously submitted to the City.

11.12 The Proponent represents that it has not provided the City with any false or misleading information respecting the Project and this Agreement and the Proposal and agrees that it shall not provide any false or misleading information to the City in the performance of its obligations under this Agreement.

11.13 The Proponent shall, on forty-eight (48) hours prior written notice, give the City free access to the Project and to such staff, documents, books, records, and accounts as may be determined by the City, for the purpose of verifying compliance with this Agreement.

11.14 The City may conduct an audit, investigation, or inquiry in relation to the Project or any larger development or project of which the Project is a part and the Proponent shall cooperate with the City and provide free access to the Project and to such staff, documents, book, records and accounts as may be determined by the City.

11.15 The Proponent shall disclose to the City without delay any fact or event that the Proponent is aware of from time to time which may compromise the Proponent’s chance of success in carrying out and administering the Project.

11.16 The provisions of Sections 11.8, 11.9, 11.10, 11.11, 11.12, 11.13, 11.14 and 11.15 shall continue to apply for a period of seven (7) years following the end of the period described in Section 9.2 or the Phase Out Period or the date of any early termination of this Agreement.

11.17 The Proponent shall provide the City with evidence of its good standing under any such this Agreement within ten (10) Business Days following its receipt of a written request from the City.

12.0 Representations and Warranties

12.1 The Proponent represents and warrants to the City the following:

(a) The Proponent is a duly incorporated, organized and validly existing body corporate under the laws of the Province of Ontario and has full capacity, power and authority to own all its property and to carry on its business as now conducted and as contemplated under this Agreement and all other Agreements contemplated hereunder including but not limited to development, operation and management of the Project, and is duly qualified and in good standing in each jurisdiction in which the character of the property owned or leased or the nature of the business carried on by it makes such qualification necessary or desirable.

(b) The Proponent has full corporate power, legal right and authority to enter into this Agreement and each of the Security Documents to which it is a party in accordance with their respective terms and perform its obligations and to do all acts and things as are required or contemplated hereunder to be done, observed or performed by it.
That this Agreement and each of the Security Documents to which the Proponent is a party have been duly and validly authorized, executed and delivered by the Proponent and are valid and binding obligations of the Proponent enforceable in accordance with their respective terms;

(c) Neither the execution and delivery of this Agreement or Security Documents, the consummation of the transactions herein contemplated, nor the compliance with the terms, conditions and provisions hereof and of the Charge/Mortgage of Land will conflict with, or result in a breach of, any of the terms, conditions or provisions of the charter documents or by-laws or constating documents of the Proponent or of any Agreement or instrument to which it is now a party, or constitute a default there under.

(d) There is not now pending against the Proponent any litigation, action, suit or other proceeding of a material nature by or before any court, tribunal or other governmental agency or authority or any other such pending or threatened action, suit or other proceeding against the Proponent or against or affecting any of the properties or assets of the Proponent (whether such property or assets are owned legally or beneficially) such that if the same were adversely determined, it could be reasonably expected to materially and adversely affect the business operations, properties or assets, or the condition, financial or otherwise, of the Proponent.

(e) Except as previously disclosed in writing to the City, the Proponent is not a party to any Agreement or instrument or subject to any restriction or any judgment, order, writ, injunction, decree, rule or regulation which materially and adversely affects the business, operations, prospects, properties or assets, or condition, financial or otherwise, of the Proponent.

(f) None of the information, financial or otherwise, provided by the Proponent to the City to induce the City to provide Funding and to enter into this Agreement contains any untrue statement of a material fact or omits to state a material fact necessary in order to make any statement contained therein not misleading in light of the circumstances in which it was made.

13.0 Provision and Operation of Affordable Housing Rental Units

13.1 The Proponent agrees to undertake its Development Activities in connection with the Project in accordance with the provisions relating to the development of the Project in conformity with its Project Information Form and Program Guidelines.

13.2 The Proponent shall, subject to Force Majeure, achieve Substantial Completion in accordance with its Project Information Form and Program Guidelines.

13.3 Without limiting the condition set out in Section 8.1 (c), the Proponent shall discharge or cause the discharge of any registered construction liens so as to ensure that there is no construction liens registered against the Project on the date for the disbursement of Funds under Section 6.5 and 7.1.

13.4 The Proponent agrees to operate the Units in accordance with the rules set out in Schedule "C" of this Agreement.

13.5 If the Proponent is unable to locate a tenant with income below the Maximum Household Income, the Proponent shall notify the City immediately. Failure to comply with this requirement shall result in the default of this Agreement.

13.6 In the event the Tenant in a Unit vacates the Unit during the initial fifteen (15) year period of the term of the Agreement, the Proponent shall ensure the Household Income of the new Tenant of the Unit is at or below the applicable Maximum Household Income.

13.7 A legitimate and arms length Proponent/Tenant relationship must exist at all times during the term of this Agreement. Units subject to the Agreement shall not be rented to the Proponent or shareholders or directors of the Proponent, or any individual not at arms length to the Proponent or shareholders or directors of the Proponent.
13.8 The Proponent agrees, in the renting of the Property, not to discriminate against any person by reason of race, national or ethnic origin, colour, religion, age, disability, sex, marital status, sexual orientation, a conviction for which a pardon has been granted, or other reason in contravention of the Ontario Human Rights Code.

13.9 The Proponent agrees to provide notice to Housing Access Peterborough (HAP), so that applicants on the Social Housing Waiting List may be notified by HAP of new vacant units two months in advance of any other public notice of new vacant units, upon the completion of the Project.

13.10 The Proponent shall be responsible for ensuring that the Property and all Units are maintained to a minimum level of health and safety in compliance with all applicable legislation.

14.0 Rent for the Affordable Housing Rental Units

14.1 The proponent agrees to adhere that the Rental Protocol set out in Schedule "C" applies to the Project by virtue of entering into this Agreement, notwithstanding the Tenant Protection Act, 1997 or the Residential Tenancies Act, 2006, as amended.

14.2 The Proponent agrees to adhere to Schedule "C" rental Protocol. The City will update the Maximum Household Income on annual basis and will notify the Proponent of same.

14.3 The Proponent agrees that under no circumstances shall the average rent for the twenty-eight (28) Units be more than 80% of the most recently released CMHC Average Market Rent for the City for that Unit size.

14.4 Rents are inclusive of utilities, but may not be inclusive of hydro when Units have suite meters at the discretion of the City. Rents are exclusive of telephone, parking, cable and other related fees.

14.5 The City, at its option, may require the Proponent to enter into a Rent Supplement Agreement (as defined in the Housing Services Act, 2011,) for a maximum of 20% of the Units in the Project

14.6 The Proponent shall maintain an income screening process and keep records to demonstrate that Tenants have annual incomes below the permitted Maximum Household Income at the time the Unit is first rented.

The City may request that the Proponent provide the City with the records relating to the income screening process after providing the Proponent with at least five (5) business days written notice.

15.0 Indemnification

15.1 The Proponent shall indemnify and save harmless the City, its Mayor, Councillors, officers, directors, employees, agents, representatives, successors and assigns, from all claims, costs, losses, damages, expenses, injury, disability, duties, dues, accounts, covenants, demands all matter of actions, causes of action, or other proceedings of every kind or nature whatsoever at law or in equity arising out of this Agreement and the Project and out of the operation of the Units including but not limited to claims arising out of negligence of any party to this Agreement and specifically, all claims arising out of the intentional or criminal acts of any officers or directors, employees, agents, volunteers or independent contractors or subcontractors of the Proponent. Such indemnification shall survive the termination of this Agreement for claims arising from or out of incidents occurring during the term of this Agreement.

15.2 The City is in no way responsible for any environmental or pollution matters related to this Agreement and the Project and out of the operation of the Units. The Proponent shall indemnify and save harmless the City, its Mayor, Councillors, officers, directors, employees, agents, representatives, successors and assigns, the Province of Ontario and CMHC, from all claims, costs, losses, damages, expenses, injury, disability, duties,
dues, accounts, covenants, demands all matter of actions, causes of action, or other proceedings of every kind or nature whatsoever which the City may suffer as a result of claims of any sort whenever made arising out of the implementation of this Agreement, including any environmental or pollution claims.

16.0 Insurance

16.1 The Proponent covenants and agrees at all times during the term hereof to take out and keep in full force and effect the following policies as outlined in Article 16.0.

16.2 Building-In-Course-of-Construction Insurance. During the period of construction including demolition or construction on the Project, the Proponent shall effect, maintain or cause to be maintained and keep in force, until completion of such work, including demolition, repair, alterations, construction, additions and/or renovations, insurance insuring the City and the Proponent and their employees and all those for whom they are at law responsible (without rights of cross-claim as between the City and the Proponent) from damage to the Project from time to time during the work, including demolition and construction (which may be by policies effective from time to time covering the risks during different phases of the work, demolition and construction) by a Builders' Insurance Policy including resultant damage for error or design and faulty workmanship and, to the extent available and as would be obtained by a prudent owner of such a Project, to the replacement cost thereof.

16.3 "All Risks" Property Insurance. Except as to any portion of the Project under construction which is insured by the insurance coverage provided pursuant to Subsection 16.2, the Proponent shall, at all times during the Affordability Period, insure and keep insured the Project and all other insurable property belonging to the Proponent and from time to time located on the Project in an amount not less than the replacement cost thereof against loss or damage by perils of "all risks" (being the perils from time to time included in the standard "all risk" policy and to the extent available and as would be obtained by a prudent owner of such a Project). If a separate policy of insurance is maintained for the boilers and pressure vessels, the policies will include a Joint Loss Agreement between insurers. The boiler and machinery coverage shall be on a repair and replacement basis, in an amount to reflect the replacement cost of the building and the contents and equipment located on the premises. The City will be included as joint loss payee on the insurance policies required in Sections 16.2 and 16.3.

16.4 Public Liability Insurance. The Proponent shall, at all times during the term of this Agreement, maintain or cause to be maintained comprehensive Commercial General Liability Insurance including contractual liability on an occurrence basis against claims for personal or bodily injury, death or property damage suffered by others arising in connection with the Project or out of the operations of the Proponent or its sub lessees in, on or about the Project, indemnifying and insuring the City and the Proponent and their employees and all others for whom each of them is at law responsible in such amounts and to such extent as a prudent owner of such a Project would, from time to time, carrying (which amount shall initially be no less than Five Million Dollars ($5,000,000.00) and be written on Wrap Up form during any period of construction) for any personal or bodily injury, death, property damage or other claim in respect of any one accident or occurrence) and, without limiting the generality of the foregoing, with provisions for cross-liability and severability of interests. During the course of the work or any other construction, the liability insurance required under this Article shall relate to property damage, death or injury arising out of the performance or non-performance of the work or any other construction or related work and shall include non-owned automobile liability insurance. All liability insurance policies shall cover the costs of defence or adjustment of claims over and above money limitations of the policies. The City will be included as an additional insured on the Commercial General Liability Insurance policy which is to be maintained by the Proponent following the completion of construction.

16.5 Professional Liability Insurance. The Proponent shall provide Professional Liability Insurance having a limit of not less than $2,000,000 per claim with a $4,000,000 aggregate; or alternatively, the shall purchase and maintain in force for the duration of the project, single project or site specific Professional Errors & Omissions Liability
Insurance with limits dedicated to the project and having an inclusive limit of not less than $2,000,000 per claim. If the Project or Work involves construction, the coverage will include a two-year maintenance period following substantial performance.

16.6 Standard Form Automobile Liability Insurance. The Proponent shall provide the Standard Form Automobile Liability Insurance that complies with all requirements of the current legislation of the Province of Ontario having an inclusive limit of not less than:

(a) Where the contract will involve the use of one or more automobiles or any combination of automobiles and towed vehicles having in any case a combined aggregate weight of 5 tonnes or more before loading, $2,000,000 per occurrence.

16.7 Other Insurance. The Proponent shall maintain, or cause to be maintained, and shall keep in force during the Affordability Period such other insurance as may be reasonably required from time to time.

16.8 Copies of Policies and Approval of Policies. The Proponent shall deliver certificates of all insurance forthwith to the City.

16.9 City Approval. The City, acting reasonably, shall have the right, but not the obligation, to approve of the insurers and the insurance policies carried by the Proponent, including the limits of coverage and the provisions thereof.

16.10 Non-Cancellation. Each of the policies of insurance provided pursuant to this Article shall contain an Agreement by the insurer to the effect that it will not cancel or alter or materially change the policies, whether by reason of non-payment of premium, non-fulfilment of condition or otherwise, except after thirty (30) days’ prior written notice to the City.

16.11 Premiums and Evidence of Payment Thereof. The Proponent shall duly and punctually pay or cause to be paid all premiums and other sums of money payable for maintaining the insurance to be provided pursuant to this Article.

16.12 City’s Right to Insure. The Proponent shall advise the City of any cancellation, material alteration or lapse of any policies of insurance required to be provided hereunder. If the Proponent fails to effect and keep such insurance in force, or if such insurance is in an amount less than the amount required under this Article, the City shall have the right, upon notice to the Proponent and without assuming any obligation in connection therewith, to effect such insurance at the cost of the Proponent and all outlays by the City shall be payable by the Proponent to the City forthwith upon demand without prejudice to any other rights and recourses of the City hereunder. No such insurance taken out by the City shall relieve the Proponent of its obligations to insure hereunder and the City shall not be liable for any loss or damage suffered by the Proponent in connection therewith.

16.13 Loss or Damage. The City shall not be liable for any death or injury arising from, or out of any occurrence in, upon, at, or relating to the Project, or damage to property of the Proponent, or of others located on the Project, nor shall it be responsible for any loss of or damage to any property of the Proponent or others from any cause, unless and to the extent that any such death, injury, loss or damage, results from the negligence of the City, its agents, employees, contractors, or others for whom it may in law be responsible. Without limiting the generality of the foregoing, the City shall not be liable for any injury or damage to persons or property resulting from fire, explosion, falling plaster, falling ceiling tile, failing fixtures, steam, gas, electricity, water, rain, flood, snow or leaks from any part of the Project or from the pipes, sprinklers, appliances, plumbing works, roof, windows or subsurface of any floor or ceiling of the building or from the street or any other place or by dampness or by any other cause whatsoever. The City shall not be liable for any such damage caused by other Persons on the Project or by occupants of adjacent property thereto, or the public, or caused by construction or by any private, public or quasi-public work. All property of the Proponent kept or stored on the Project shall be so kept or stored at the risk of the Proponent only and the Proponent releases and agrees to indemnify the City and save it harmless from any claims arising out of any damage to the same, including, without limitation, any subrogation claims by the Proponent’s insurers.
16.14 **Workplace Safety and Insurance Board Coverage.** The Proponent agrees to obtain for its employees and to require all designated contractors, all other contractors, subcontractors, suppliers and/or tradesmen while working on the site, engineers, architects, consultants and other persons Workplace Safety and Insurance Board coverage and to ensure that such coverage continues in effect throughout the period of work.

16.15 **Additional Insurance.** It shall be the sole responsibility of the Proponent to determine what additional insurance coverage, if any, are necessary and advisable for its own protection and/or to fulfill its obligation under this Agreement. Any such additional insurance shall be maintained and provided at the sole expense of the Proponent.

17.0 **Events of Default and Remedies**

17.1 **Upon the occurrence of any one or more of the following events (each an "Event of Default"):**

(a) the failure of the Proponent to perform, observe or comply with any term, covenant, condition or provision of this Agreement within ten (10) days of receipt of written notice of the "failure" from the City provided the Proponent shall not be deemed to be in default if within the said period of ten (10) days or such other time frame as the City acting reasonably may direct the Proponent commences the necessary action to remove the "failure" and such action is diligently prosecuted;

(b) any representation or warranty made by the Proponent in this Agreement proves to have been untrue or misleading in any material respect as of the date on which it was made;

(c) any person commences an action, suit or proceeding materially affecting the Project or files a lien against the Project, or any person shall commence an action, suit or proceeding contesting or questioning the validity or enforceability of this Agreement, unless the Proponent shall diligently contest such action, suit or proceeding and discharge any such lien forthwith without the requirement of notice by the City and post such bonds, cash or letters of credit or give such other security in order to obtain such discharge in amounts and on terms satisfactory to the City, acting reasonably;

(d) the Proponent ceases to carry on business;

(e) the Proponent:

   (i) becomes insolvent or unable to pay its debts as they become due; or

   (ii) files a petition in bankruptcy or voluntary petition seeking reorganization or effect a plan or other arrangement with creditors; or

   (iii) makes an assignment for the benefit of creditors under the Bankruptcy Act (Canada) or any other insolvent debtors' legislation; or

   (iv) applies for or consents to the appointment of any receiver or trustee for it or of all or any substantial part of its property and assets; or

   (v) voluntarily liquidates or winds-up or suffers itself to be liquidated or wound-up;

(f) any of:

   (i) an involuntary petition seeking the adjudication of the Proponent as bankrupt or insolvent not removed within thirty (30) days; or

   (ii) an order of any court or other authority appointing any receiver or trustee for the Proponent or for all or any substantial portion of its property and assets; or
(iii) a writ of execution, judgment or writ of attachment or any similar process which may, in the reasonable opinion of the City, materially impair the ability of the Proponent to perform its obligations under this Agreement or any of the Security Documents shall be made, given or issued against the Proponent or in respect of its property and assets, and such petition, order, writ or judgment is not vacated or stayed within fifteen (15) days after its date;

(g) the occurrence of a material adverse change in the financial condition of the Proponent which would, in the reasonable opinion of the City, detrimentally affect the ability of the Proponent to meet its obligations to the City;

(h) if the Project is entirely destroyed or damaged to such an extent that, in the opinion of the quantity surveyor, acting reasonably, it is no longer fit for the purpose for which it was intended and the insurance proceeds, if any, held by the City, in the opinion of the quantity surveyor, acting reasonably, are insufficient to repair such destruction or damage, and the Proponent has not provided evidence satisfactory to the City of the timely availability of such sufficient funds; or

(i) where the Proponent, shareholders or directors of the Proponent or their family members or any individual not at arms length to the Proponent or shareholders or directors of the Proponent moves into one of the Units;

then, the City may declare all of the Funds, together with all other moneys owing to the City hereunder, due and payable forthwith. In such case, the City may realize upon any and all Security pledged to it and may commence such other legal actions or proceedings against the Proponent, the Project or assets of the Proponent as may be permitted hereunder or by any one or more of the Security Documents or at law or in equity, all as it, in its sole discretion, deems expedient.

17.2 If an Event of Default shall, then the City may, at its option, in addition to any other remedy available to it, enter upon and take charge of the Project and assume full charge of the construction and may complete the construction or enter into a contract with another to complete the same, and all amounts advanced for such purpose, including reasonable legal fees incurred by the incident to the enforcement of any provisions hereof, shall be an indebtedness of the Proponent to the City.

17.3 Should the Proponent be in default under the terms of the Security Documents or under the terms of this Agreement or under the terms of any mortgage or other encumbrance registered on title to the Property comprising the Project the City shall have the right to declare all the Funds due and payable immediately. In this event, interest will be payable only from the date of default until the Funds are paid in full. The interest rate shall be the Bank of Canada Prime Rate plus 2% in effect at the time of the default.

17.4 The Proponent hereby assigns to the City and its successors and assigns, the right to possess and use the Plans and Specifications and the Proponent's rights under all Construction Contracts, for the purpose of completing the Project if the Proponent defaults subject to any prior assignment to the Proponent's primary financing.

17.5 All reasonable costs and expenses of collection (including legal fees, disbursements and court costs) of all amounts owing hereunder or of enforcement of any security created in favour of the City pursuant hereto, shall be for the account of the Proponent and shall be repayable on demand.

17.6 All of the remedies in this Agreement and the Security Documents are cumulative and are not alternative and the City shall not be precluded from availing itself simultaneously of some or all of the said remedies and any other remedies available in equity or at law.
17.7 Notwithstanding any of the terms of this Agreement and the Security Documents, the City shall have the option of waiving any or all of its remedies under this Agreement and the Security Documents, but no waiver of a provision shall be deemed to constitute a waiver of any other provision (whether or not similar) nor shall any waiver constitute a continuing waiver unless otherwise provided.

18.0 Accountability Framework

18.1 (a) In the event:

(i) the City is advised that the Project will not proceed; or

(ii) the building permit for the Project is not issued in accordance with Schedule "I"; or

(iii) the City determines, acting reasonably, that the Proponent is not proceeding with the construction due to delays likely to cause depreciation or deterioration of the Project; or

(iv) the City is of the opinion that the Proponent is not proceeding in an expeditious manner with the Development Activities for which the Funds have been provided;

the Proponent shall return to the City all Funds previously advanced, forthwith upon demand.

(b) If requested by the City, the Proponent shall submit to the City, an audited financial statement respecting the expenditure of the Funds provided to it pursuant to this Agreement, within ninety (90) days or such additional time as may be determined by the City, following the date on which the City is advised by the Proponent that the Project will not proceed or that the Development Activities related to the Project have been fully completed.

19.0 Publicity

19.1 The Proponent acknowledges and agrees that they will comply with the Communications Protocol Requirements as set out in Schedule "K" attached hereto.

19.2 The Proponent shall not make any public announcement respecting the Project, insofar as it relates to the Program, or respecting its participation in the Program or respecting the Program in any other respect without the prior written consent of the City.

19.3 During the period of the Development Activities related to the Project, the Proponent shall erect a sign in front of the Project. The sign shall be in accordance with specifications issued by the City and/or the Minister.

20.0 Notice

20.1 Any notice or other communication required, desired or permitted to be given by this Agreement shall be in writing and shall be effectively given if:

(a) delivered personally;

(b) sent by prepaid courier service; or

(c) sent by facsimile communication, and confirmed by mailing the original documents so sent by prepaid mail on the same or following day, addressed as follows:
(i) in the case of notice to the City:

The Corporation of the City of Peterborough
Housing Division
500 George Street North
Peterborough, ON K9H 3R9
Fax: 705.742.5218

(ii) in the case of notice to the Proponent:

 Moloney Project Development Corporation
 c/o Glenn Moloney
 676 Red Pine Lane
 R.R. #1 Bridgenorth ON K0L 1H0
 Phone: Office: 705-768-0026
 Fax:

or at such other address as the party to whom such notice or other communication is to be given shall have advised the party giving same in the manner provided in this Section. Any notice or other communication delivered personally or by prepaid courier service shall be deemed to have been given and received on the day it is so delivered at such address, provided that if such day is not a Business Day such notice or other communication shall be deemed to have been given and received on the next following Business Day. Any notice or other communication transmitted by facsimile communication shall be deemed to have been given and received on the day of its transmission, provided that such day is a Business Day and such transmission is completed before 4:20 p.m. on such day, failing which such notice or other communication shall be deemed to have been given and received on the first (1st) Business Day after its transmission. If there has been a mail stoppage and if a party sends a notice or other communication by facsimile communication, such party shall be relieved from the obligation to mail the original document in accordance with this paragraph.

21.0 General

21.1 Any power, right or function of the City, contemplated by this Agreement, may be exercised by any employee or agent of the City, who is hereby specifically authorized in this regard.

21.2 It is understood that the Municipal Freedom of Information and Protection of Privacy Act, 1990, shall apply to all records submitted to or created by the City pursuant to this Agreement.

21.3 The disbursement of Funds by the City to the Proponent pursuant to Sections 7.1 and 7.2 is subject to the necessary appropriations from the Federal Parliament, the Provincial Legislature and approvals from the City Council.

21.4 Nothing in this Agreement is to be construed as authorizing one Party to contract for or incur any obligation on behalf of the other or to act as agent for the other and nothing in this Agreement shall be construed to constitute the City and the Proponent as partners of each other.

21.5 Time shall in all respects be of the essence in this Agreement, provided that the time for doing or completing any matter provided for under this Agreement may be extended or abridged by Agreement in writing signed by the City and the Proponent or their respective solicitors on their behalf, who are hereby expressly authorized in this regard.

21.6 Any tender of documents or money hereunder may be made by the City or the Proponent or their respective solicitors, and it shall be sufficient that a bank draft or certified cheque may be tendered instead of cash.

21.7 This Agreement is made pursuant to and shall be governed by and construed in accordance with the laws of the Province of Ontario. Any reference to a statute in this Agreement includes a reference to all regulations made pursuant to such statute, all
amendments made to such statute and regulations in force from time to time and to any statute or regulation which may be passed and which has the effect of supplementing or superseding such statute or regulations.

21.8 The headings and subheadings contained in this Agreement are inserted for convenience and for reference only and in no way define, limit or describe the scope or intent of this Agreement or form part of this Agreement.

21.9 The Parties agree that there are no representations, warranties, covenants, Agreements, collateral Agreements or conditions affecting the Project or this Agreement other than as expressed in writing in this Agreement.

21.10 This Agreement shall be read with all changes of gender and number required by the context.

21.11 The Proponent shall not list, advertise or hold out for sale or lease or otherwise offer for disposal the Project or any part of the Project without the prior written consent of the City, save for residential leases of Units contemplated by this Agreement.

21.12 The City in its absolute discretion, may withhold consent to a sale, lease or other disposition of the Project if the sale, lease or other disposition does not meet the following conditions:

(a) the sale, lease or other disposition is to a corporation which has been approved by the City;

(b) the purchaser enters into an Agreement with the City and under that Agreement assumes all of the Proponent’s obligations and liabilities under this Agreement in respect of the Project;

(c) the character and capabilities of the Project will not be changed or diminished;

(d) the City has approved the Agreement of purchase and sale or Agreement to lease;

(e) the sale or lease will not decrease the number of Units in the Project; and

(f) such other condition or conditions as the City may determine from time to time.

21.13 Each of the Parties shall, at any time and from time to time, upon not less than twenty (20) Business Days prior written notice by the other Party, execute and deliver to the other Party a statement in writing certifying that this Agreement is in good standing, unmodified and in full force and effect, or if there have been modifications that the same are in good standing and in full force and effect, as modified, and stating the modifications. Where applicable, the statement shall state the defaults, if any, known to the Party to whom such request has been made and the action taken or proposed to be taken by such requested Party with respect to same.

21.14 No indulgence or forbearance by the City hereunder shall be deemed to constitute a waiver of the City’s right to insist on performance in full and in a timely manner of all covenants of the Proponent hereunder, and such waiver, in order to be binding upon the City, must be express and in writing. No waiver of any provision, condition or covenant shall be deemed to be a waiver of the City’s rights to require full and timely compliance with the same term, covenant or condition of this Agreement at any time.

21.15 If any provision of this Agreement shall be held invalid or unenforceable, such invalidity or unenforceability shall attach only to such provision and shall not in any manner affect or render invalid or unenforceable such provision in any other jurisdiction or any other provision of this Agreement in any jurisdiction.

21.16 All rights and benefits and all obligations of the City under this Agreement shall be rights, benefits and obligations of the City in its capacity as a party to this Agreement and shall not derogate from or interfere or fetter with the rights, benefits and obligations of the City, its Council or its elected and appointed officials and representatives in their respective functions and capabilities.
## Schedule B
### Funding Schedule
#### New Construction - IAH-E 2015

**City of Peterborough**

**188 Edinburgh Street (Moloney Development Corp) 28 IAH units**

<table>
<thead>
<tr>
<th>Project Name</th>
<th>Target Tenants</th>
<th># Units</th>
<th>Proponent Type</th>
</tr>
</thead>
<tbody>
<tr>
<td>Edinburgh</td>
<td>Low income households</td>
<td>28 units @ 80% AMI</td>
<td>Private</td>
</tr>
</tbody>
</table>

### Payment

<table>
<thead>
<tr>
<th>Payment Type</th>
<th>CIP Payment</th>
<th>10% Holdback</th>
<th>Net Payment</th>
</tr>
</thead>
<tbody>
<tr>
<td>First IAH Payment (50%)</td>
<td>$425,000</td>
<td>$42,500</td>
<td>$382,500</td>
</tr>
<tr>
<td>1. Signed Municipal Housing Facilities Agreement</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2. Security provided for the MHF funding.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3. Insurance Letter/Binder</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4. Demolition/Construction Permit</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>5. Confirmation of Construction Financing</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>6. Confirmation of Construction start</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Second IAH Payment (40%)</td>
<td>$340,000</td>
<td>$34,000</td>
<td>$306,000</td>
</tr>
<tr>
<td>1. Receipt of Proponent’s Monthly Reports During Construction</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2. Completion of structural framing</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>City Payment (100%)</td>
<td>$75,000</td>
<td>$7,500</td>
<td>$67,500</td>
</tr>
<tr>
<td>1. Receipt of Proponent’s Monthly Reports During Construction</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2. Completion of structural framing</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Third IAH Payment (10%)</td>
<td>$85,000</td>
<td>$8,500</td>
<td>$76,500</td>
</tr>
<tr>
<td>1. Confirmation of occupancy permit</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2. Receipt of Proponent’s Initial Occupancy Report</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3. Confirmation of equity contribution</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Final Payment (10% Holdback) - 45 Day Lien Period Ends</td>
<td></td>
<td></td>
<td>$92,500</td>
</tr>
<tr>
<td>Total Funding</td>
<td>$925,000</td>
<td></td>
<td>$925,000</td>
</tr>
</tbody>
</table>

### For Office Use Only

**Documents required**

- First IAH Payment
- Second IAH Payment
- Third IAH Payment
- Holdback
21.17 This Agreement shall be binding upon and enure to the benefit of the Proponent and the City and their respective heirs, successors and permitted assigns, as the case may be.

21.18 If more than one entity is a party to this Agreement as Proponent, all references to the Proponent shall include all of the said entities and this Agreement shall be binding on each jointly and severally.

21.19 The Proponent represents and warrants that:

(a) it shall preserve the Personal Information Protection and Electronic Documents Act, (PIPEDA) of all PIPEDA protected Information transferred to it by the City;

(b) it shall ensure the PIPEDA compliance of all PIPEDA Protected Information it collects in the course of performing its contractual obligations; and

(c) it shall ensure the PIPEDA compliance of all PIPEDA Protected Information that it transfers to the City.

21.20 The Proponent acknowledges that CMHC and the Minister are not parties to this Agreement or other Agreement relating to the Project.

21.21 No member of:

(a) the House of Commons or Senate of Canada; or

(b) the Legislative Assembly of Ontario; or

(c) the City Council or the governing body of any municipal agency, board or commission, of any such municipalities, shall be admitted to any share or part of any contract, Agreement or commission made pursuant to this Agreement or to any benefit arising therefrom, including, without limitation, any contract, Agreement or commission arising from or related to the Program.

IN WITNESS WHEREOF this Agreement has been executed by the Parties.

The Corporation of the City of Peterborough

[Signature]
Deryl Bennett
Mayor

[Signature]
John Kennedy
City Clerk

Moloney Project Development Corporation

[Signature]
Per: Glenn Robert Moloney, President

[Signature]
Per: Francis Joseph Moloney, Treasurer

We have the authority to bind the Corporation
Investment in Affordable Housing for Ontario (2014 Extension)  
Program Guidelines

Introduction

The Investment in Affordable Housing for Ontario program (IAH) (2014 Extension) will provide over $800 million in federal and provincial funding to improve access to affordable housing over six years. The program will end March 31, 2020.

The IAH (2014 Extension) will continue to provide Service Managers (SMs) with increased flexibility and accountability to deliver tailored programs that respond to local conditions and priorities.

Scope of the Guidelines

The Program Guidelines describe the various components of the IAH (2014 Extension) and outline the program's requirements.

The Ministry recognizes that adjustments or enhancements to the program's design may be necessary as a result of SM feedback and consultations. As such, the Program Guidelines may be updated on an as-needed basis and changes will be communicated to SMs.

Program Objectives

Supported by the principles of Ontario’s Long-Term Affordable Housing Strategy (LTAHS), the IAH (2014 Extension) builds on the successes of previous housing programs including the Canada-Ontario Affordable Housing Program (AHP).

The IAH (2014 Extension) has the following key objectives:

- Improve access to affordable housing that is safe, sound, suitable, and sustainable for households across Ontario.
- Provide SMs with the flexibility to meet local needs and priorities identified in their Housing and Homelessness Plans.
- Address the affordable housing needs of specific priority groups and contribute to the province’s overall targets for seniors and persons with disabilities.
- Offer funding for an array of housing options that address affordable housing needs across the housing system.
- Incorporate energy efficiency and accessibility into affordable housing units and building design.
- Promote and support the use of apprentices and the training of skilled labour.
Program Components

The IAH (2014 Extension) offers the following program components to SMs:

- Rental Housing component
- Homeownership component
- Ontario Renovates component
- Operating component
  - Rent Supplement stream
  - Housing Allowance Direct Delivery stream
  - Housing Allowance Shared Delivery stream

Details on each component are included in these Guidelines.

SMs have the flexibility to select the components they will deliver each year using their notional annual funding allocations. Planned commitments and projected take-up for selected program components must be identified in each SM's Program Delivery and Fiscal Plan (PDFP) – see page 4.

The IAH (2014 Extension) will also offer an Off-Reserve Aboriginal Housing component to be delivered in partnership with Aboriginal Program Administrators. IAH (2014 Extension) funding cannot be used On-Reserve.

Targets for Priority Groups

The IAH (2014 Extension) will fund the creation and repair of an estimated 11,000 units across the province. Overall, the Ministry is targeting a minimum of 1,650 units (15%) for seniors and 1,100 units (10%) for persons with disabilities.

SMs will not be mandated specific targets for these priority groups. The Ministry, however, is required to meet these priority targets and retains the right to reallocate funds in Year 5 and Year 6 of the program if these targets are not being met.

In line with the Ontario Housing Policy Statement, the Ministry strongly encourages SMs to address the needs of victims of domestic violence as well as other specific local groups as identified in SMs' Housing and Homelessness Plans.

Supportive Housing

Affordable housing with appropriate support services leads to better health outcomes for seniors and persons with disabilities including those living with mental health or addiction issues who are homeless or at risk of homelessness. The Ministry of Municipal Affairs and Housing encourages SMs to work with their Local Health Integration Network, Community Care Access Centres and local support services agencies including those that provide services to people with mental health or addiction issues to help coordinate support services with the affordable housing created under the IAH (2014 Extension).
Funding Allocations

SMs will be provided with their notional funding allocation for each year of the program. This is based on the SM’s share of households and the number of households in core need equally weighted.

Funding allocations are provided on a ‘use it or lose it’ basis. Funds that are not committed* by the required timelines may be reallocated to other SM areas as there are limited options to move funds between program years.

*The following documentation is required to commit funds under the IAH (2014 Extension):
  • Rental Housing – Contribution Agreement
  • Homeownership – Approved project information in the Affordable Housing Information Management System (AIMS), Agreement of Purchase and Sale
  • Ontario Renovates – Approved project information in AIMS, confirmation of security (mortgage or promissory note), executed Letter of Agreement or Funding Agreement (as required)
  • Operating – Commitment letter from Ministry

Funding Commitments (Year 1)

IAH (2014 Extension) – Year 1 funding under all program components must be committed no later than January 30, 2015.

Funding Commitments (Year 2 – Year 6)

Capital Components

Rental Housing component funding allocations must be committed by December 31st of each program year.

For the Homeownership and Ontario Renovates components, no more than 10% of each component’s funding allocation may be planned for take-up in the fourth quarter of the respective program years. A minimum of 90% of the annual funding allocations for both components combined must be committed by December 31st of each program year.

Operating Component

Allocations for the Operating component will be committed at the beginning of each program year through a letter from the Ministry based on the planned commitments identified in the Service Manager’s approved PDFP. Expenditures must begin in that program year and in accordance with the cash flow projections. SMs are required to
report on program take-up through their quarterly PDFP updates. The Ministry will provide quarterly payments, based on cash flow projections and actual expenditures.

Re-allocation

Under the capital components, all annual funding allocations must be committed to projects within specified timelines in each program year; otherwise, the outstanding funding allocation may be reallocated to other SMs. The Ministry will review SMs' third quarter PDFP updates for each program year to determine whether funding targets will be met and whether re-allocation is needed.

Any funding that is re-allocated from a SM will be deducted from that SM's total overall allocation.

Program Delivery and Fiscal Plan (Year 1)

SMs must submit a Program Delivery and Fiscal Plan (Year 1), exclusive to their Year 1 allocation, that outlines the components to be delivered, projected take-up, and the amount of funding to be used for administration fees.

Year 1 Plans do not require Council approval. Approval by a Chief Administration Officer or delegated authority is sufficient. Year 1 Plans must be received by the Ministry no later than November 30, 2014.

Program Delivery and Fiscal Plan (Year 2 – Year 6)

Each SM is required to develop and submit a Program Delivery and Fiscal Plan (PDFP) that outlines how the annual funding allocations will be used over the final five-year funding period (2015-16 to 2019-20). The Ministry requires the PDFP to support the goals and address the needs outlined in SMs' Housing and Homelessness Plans.

PDFPs must be Council/Board (or delegated authority) and Ministry approved prior to receiving any IAH (2014 Extension) funding approval for Year 2.

The PDFP is intended to be a concise document that identifies:
- The IAH (2014 Extension) components the SM will deliver in each year of the program and how the selected components address the needs identified in the SM's Housing and Homelessness Plan.
- The number of units expected to be developed and households to be assisted under the selected components in each year of the program.
- The amount of funding from each year's funding allocation to be used for the selected components.
- The amount of funding projected to be committed to projects/households quarterly under the capital components.
- Proposed quarterly expenditures and agreement information under the Rent Supplement and Housing Allowance streams.
- The client groups to be targeted under the selected components.
The amount of funding from each year's funding allocation to be used for administration fees.

The PDFP confirms the SM's commitment to using their total notional funding allocation for the program. The Ministry will be using the PDFPs to track each SM's progress against their allocation and will use this information to provide reports to Canada Mortgage and Housing Corporation (CMHC).

The initial PDFP must be submitted to the Ministry for approval no later than February 27, 2015. SMs are required to update their PDFPs on a quarterly basis. Updates will include the SM's progress (i.e. actual commitments and Operating component payments) against their planned commitments.

<table>
<thead>
<tr>
<th>Due Date</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>February 27, 2015</td>
<td>Initial PDFP to Ministry for approval</td>
</tr>
<tr>
<td>July 15 of each year</td>
<td>First quarter PDFP update</td>
</tr>
<tr>
<td>October 15 of each year</td>
<td>Second quarter PDFP update</td>
</tr>
<tr>
<td>December 15 of each year</td>
<td>Third quarter PDFP update</td>
</tr>
<tr>
<td>March 15 of each year</td>
<td>Fourth quarter PDFP update and revisions to subsequent program year allocations</td>
</tr>
</tbody>
</table>

**Administration Agreement**

SMs must enter into an Administration Agreement with the province to participate in the IAH (2014 Extension). The Administration Agreement contains an accountability framework between the province and SMs and outlines the roles and responsibilities of the SM.

The Administration Agreement outlines:
- Financial provisions (i.e. administration fees, payment claims and financial accountability)
- Eligibility criteria
- Indemnification and repayment provisions
- Risk management protocols for projects facing difficulties
- Reporting, auditing and other accountability enforcement provisions
- Other requirements (e.g. French Language Services).

Administration Agreements must be signed no later than November 30, 2014.

**Administration Fees**

SMs may use up to 5% of their total funding allocation to assist with the administration costs of the IAH (2014 Extension). SMs are responsible for determining the amount required by program year and identifying these amounts in their PDFPs.

SMs must not exceed 5% when determining their total administration fee amount. SMs may elect to set their administration fee amount below 5% in order to provide more funding to the program components.
Administration fees will be paid to SMs at the beginning of each program year as per the amounts identified in the PDFP.

Role of the Service Manager

Service Managers are responsible for:

- Entering into an Administration Agreement with the province
- Completing and updating a PDFP outlining how their notional funding allocations will be used under the program
- Developing application processes for the selected program components, if applicable
- Selecting and recommending Rental projects for Ministry approval
- Approving Homeownership and Ontario Renovates projects
- Entering into funding agreements with housing proponents/landlords/clients
- Advancing payments to proponents, housing providers, or clients based on agreed upon milestones
- Monitoring projects to ensure timely completion and occupancy
- Fulfilling reporting requirements as per the Administration Agreement
- Adhering to indemnification provisions as per the Administration Agreement
- Preventing and resolving issues for projects that encounter difficulties
- Participating in communication events pertaining to the IAH (2014 Extension) as per the Communications Protocol Requirements outlined in Schedule E of the Administration Agreement.

SMs may engage third party agencies to deliver the IAH (2014 Extension) but retain all responsibilities for program delivery. Under the Operating component, SMs may opt for the Housing Allowance Shared Delivery stream, administered by the Ministry of Finance (MOF), the Ministry's program partner.

The Ministry is available to assist SMs with the implementation of the IAH (2014 Extension) in their communities. SMs are encouraged to liaise with their Ministry contacts for more information (see Appendix A for Ministry contact information).

Reporting

IAH (2014 Extension) reporting consists of updating and submitting the PDFP with SM progress on a quarterly basis and completing reports specific to each program component as described in their respective sections of the Administration Agreement.

It is expected that all component-specific reports will be completed and submitted through the Ministry's Affordable Housing Information Management System (AIMS).

This reporting ensures compliance with the provisions of the CMHC-Ontario Investment in Affordable Housing Program Agreement, the Supplementary Agreement No.1 and other established program requirements.

Stacking Provisions
The following stacking provisions are not allowed for the IAH (2014 Extension):

- Rental Housing component funding must NOT be combined with Ontario Renovates component funding for the same units.

- Ontario Renovates component funding must NOT be applied to units that have previously received AHP (2005), AHP Extension (2009) or IAH funding under the Rental and Supportive or Rental Housing components.

- Ontario Renovates component funding must not be approved for a homeowner who received previous Homeownership component funding under the AHP or IAH for the same unit.

- Funding under different streams of the Operating component cannot be combined.
  
  Example: A unit receiving funding under the Rent Supplement stream cannot also house a rental household receiving funding under the Housing Allowance stream.

- Funding must NOT be applied to social housing projects/units as defined under the Housing Services Act, 2011 (e.g. demolition and replacement or repair of existing social housing units).
  
  Social housing redevelopment which involves building new affordable rental units/additions on social housing sites may be eligible (see "Rental Housing Component" for more details).

The following stacking provisions are allowed for the IAH (2014 Extension):

- Rental Housing or Ontario Renovates (Multi-Unit Rehabilitation) component funding may be combined with Operating component funding for the same units.
  
  Example: A project may receive Rental Housing funding to create 5 units; the SM may use Rent Supplement funding for those 5 units to provide deeper affordability.

- Ontario Renovates component funding may be approved for a unit that previously received funding under another federal and/or provincial repair-type program (e.g. Northern Repair, Residential Rehabilitation Assistance Program (RRAP), emergency repairs funded under the Community Homelessness Prevention Initiative, Ontario Renovates), provided the repair addresses a need or condition of work which has not been previously funded.
  
  Example: A homeowner who previously received RRAP funding to repair their roof may be eligible to receive funding under IAH Ontario Renovates to install a ramp for greater accessibility.
Duty to Consult

The province has a duty to consult and accommodate Aboriginal peoples where it has knowledge of the potential existence of an Aboriginal right or title and contemplates conduct that might adversely impact that right or title.

If such a duty arises in the context of making a decision to provide IAH (2014 Extension) funding, the province has an obligation to consult Aboriginal peoples before the decision is made.

The Housing Division of the Ministry of Municipal Affairs and Housing has established a protocol for assessing when a duty to consult may arise and with whom consultation may be required. Please contact your local Ministry contact (see Appendix A) if you have any questions or are uncertain if a proposed IAH (2014 Extension) project requires consultation.

French Language Services

SMs providing a service to the public in connection with IAH (2014 Extension) and that have an office (including the offices of sub-contractors) located in or serving a designated area must:

- Ensure services are provided in French; and,
- Make it known to the public (through signs, notices, other information on services, and initiation of communications in French) that services provided to and communications with the public in connection with the IAH (2014 Extension) are available in French.

The list of designated areas can be found in Appendix B.

SMs serving a designated area are required to complete and submit a French Language Services Report to the Ministry confirming that the SM is providing the requisite French language services. The report must be signed and submitted to the Ministry at the time of signing the Administration Agreement.

SMs are also required to submit annual French Language Services Reports confirming their continued compliance with the French language services requirements, by May 31st of each year.

Environmental Assessment

Projects approved under the capital components of the IAH (2014 Extension) are subject to the Canadian Environmental Assessment Act 2012 ("CEAA 2012"). SMs are required to check for compliance of the CEAA 2012 and provide confirmation to the Ministry. Please refer to Appendix C for a revised and simplified CEAA 2012 checklist. CEAA 2012 compliance does not apply to the Operating and Homeownership components.
Communications Protocol

SMs participating in the IAH (2014 Extension) must agree to adhere to the CMHC-Ontario Agreement for Investment in Affordable Housing (2011-14) Communications Protocol. This is to ensure open, transparent, effective and proactive communications with citizens through ongoing public information activities that recognize the contributions of each party. This approach is consistent with the guiding principles established in the Memorandum of Understanding (MOU) signed by the federal and provincial governments, the Association of Municipalities of Ontario (AMO), and the City of Toronto on August 31, 2005.

Important Dates

<table>
<thead>
<tr>
<th>Date</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>November 30, 2014</td>
<td>Last day to enter into Administration Agreement with the province</td>
</tr>
<tr>
<td>November 30, 2014</td>
<td>Last day to submit the Program Delivery Fiscal Plan (Year 1)</td>
</tr>
<tr>
<td>January 30, 2015</td>
<td>Deadline to commit Year 1 funding allocations</td>
</tr>
<tr>
<td>February 27, 2015</td>
<td>Last day to submit PDFP (Year 2 – Year 6)</td>
</tr>
<tr>
<td>December 31 of</td>
<td>Last day for annual funding allocations to be committed for each year</td>
</tr>
<tr>
<td>each year</td>
<td>under the Rental Housing component</td>
</tr>
<tr>
<td></td>
<td>For the Homeownership and Ontario Renovates components, SMs must</td>
</tr>
<tr>
<td></td>
<td>have committed a minimum of 90% of their annual allocations to projects.</td>
</tr>
<tr>
<td>March 31, 2020</td>
<td>IAH (2014 Extension) ends. No further funding commitments can be made.</td>
</tr>
<tr>
<td>March 31, 2024</td>
<td>Final deadline for disbursement of IAH (2014 Extension) funding to projects/clients under all components</td>
</tr>
</tbody>
</table>
Rental Housing Component

The Rental Housing component will:

- Increase the supply of rental housing for households on, or eligible to be on, social housing waiting lists.
- Ensure that safe, adequate and affordable rental housing is available to Ontario households.

Eligibility Criteria - Projects

Eligible projects must be one of the following:

- New construction, including additions and extensions
- Acquisition and, where required, rehabilitation of existing residential buildings to maintain or increase the affordable rental housing stock
- Conversion of non-residential buildings or units to purpose-built rental buildings/units

Social housing redevelopment which involves building new affordable rental units/additions on social housing sites may be eligible provided that the appropriate ministerial or service manager consent, as applicable, is obtained as per the Housing Services Act, 2011.

Projects that are not eligible include:

- Secondary suites in owner-occupied housing
- Nursing and retirement homes
- Social housing projects/units that receive ongoing federal and/or provincial subsidies (e.g. demolition and replacement of existing social housing units)
- Shelters and crisis care facilities
- Owner-occupied housing
- Student residences

Eligibility Criteria – Units

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

SMs may establish size and amenity requirements. If SMs do not set size requirements, the following provincial average size requirements will be used for new construction projects.

<table>
<thead>
<tr>
<th>Unit Type</th>
<th>Bachelor</th>
<th>1 Bedroom</th>
<th>2 Bedroom</th>
<th>3 Bedroom</th>
<th>4 Bedroom</th>
</tr>
</thead>
<tbody>
<tr>
<td>Apartment</td>
<td>41.8 m²</td>
<td>60.4 m²</td>
<td>79.0 m²</td>
<td>92.9 m²</td>
<td>111.5 m²</td>
</tr>
<tr>
<td>Townhouse (Row houses)</td>
<td>N/A</td>
<td>65.0 m²</td>
<td>83.6 m²</td>
<td>102.2 m²</td>
<td>120.8 m²</td>
</tr>
</tbody>
</table>
Project Submission Process

SMs will solicit proposals and select rental housing projects to recommend to the Ministry for funding approval. All procurement processes must be in accordance with the Municipal Act, 2001.

SMs will submit recommended projects for the Ministry’s consideration as per their allocation set out in their PDFP.

Recommended projects shall:

- Be approved by council and/or board based on municipal/board procurement practices and in accordance with the Municipal Act, 2001.
- Have all required municipal approvals such as zoning, minor variances, land severances, or site plan approvals in place to permit the proposed development, or be well advanced in the planning approvals process.
- Be able to sign a Contribution Agreement (CA) no later than December 31st of each program year.
- Start construction within 120 days after signing a Contribution Agreement.
- Be financially viable from a construction and operating cost perspective – based on SM confirmation.
- Have rents that on average for the project are at or below 80% of the CMHC Average Market Rent (AMR) for the community or as approved by the Ministry for a minimum of 20 years (see “Affordability Criteria and Rents” on page 15 for additional details).
- Provide the required equity, if applicable – 10% for private proponents; 4% for partnerships between private sector and non-profit organizations; 0% for non-profit organizations.
- Have confirmation of support services, if applicable.
- Address local housing needs and target tenant groups identified in local housing and homelessness plans.
- Have an occupancy plan in place to ensure that units will be occupied in a timely manner.

SMs are required to give priority consideration to the employment of apprentices in the residential housing sector during the project evaluation and selection process. SMs are required to report on the initiatives/activities used to promote or support apprentices, the number of apprentices employed in each project, and the type of trade the apprentices are training in.

Further, SMs are encouraged to give priority consideration to projects that:

- Have Contributions by Others, including the SM, host municipality, and proponent – to be used in partnership with IAH (2014 Extension) funding.
- Are sponsored by providers that agree to project affordability periods beyond the minimum 20-year term to ensure the longer-term supply of the affordable housing stock.
- Have energy efficiency features.
• Are fully accessible and/or have units that are accessible to persons with disabilities.
• Have support service funding in place, if applicable.

In instances where proposals with merit submitted by non-profit housing providers require additional time for project development (i.e. site identification and/or securing a site, municipal planning approvals, project concept designs), SMs may consider these projects for funding in later years of the program.

Recommended projects for commitment should be submitted to the Ministry between April 1st and November 30th of each program year. All projects must be submitted through the Affordable Housing Information Management System (AIMS) along with additional project background information such as that contained in Council/board reports.

**Project Approval Process**

Project approval will be based on construction readiness, ability to meet the program’s eligibility criteria, and alignment with the PDFP.

Once approved, a project will receive a Conditional Letter of Commitment (CLC) from the Ministry, which confirms Ministry approval and outlines the steps to take prior to signing a Contribution Agreement (CA).

The CA shall describe legal obligations and reporting requirements for the project. All SMs are required to enter into CAs directly with proponents.

As funding allocations must be committed for each year of the program, the deadline to execute CAs is December 31st of each program year to allow time for re-allocation of funds if necessary. SMs that have not signed a CA or have not begun construction by the required dates may have their funding re-allocated.

**Funding**

Funding for the Rental Housing component is provided as a forgivable capital loan that is available during the construction phase of the project.

The IAH (2014 Extension) Rental Housing component will fund up to 75% of the total capital cost per unit or $150,000 per unit, whichever is less. Total capital costs include land, financing, hard (construction) and soft costs but less any HST rebates. An example is provided below.
Example: 10 unit project

Total Capital Cost = $1,800,000  
Total Capital Cost per unit = $1,800,000 ÷ 10 = $180,000

IAH (2014 Extension) funding per unit is the lesser of:
(a) 75% of $180,000 = $135,000 or 
(b) $150,000

The maximum funding per unit will be $135,000. 
The total maximum IAH (2014 Extension) funding for the project will be $1,350,000.

SMs may set variable amounts of funding per unit based on factors such as unit bedroom size, unit type (e.g. low-rise apartment, high-rise apartment, townhouse), or geographic location of the project within the SM’s service area. SMs are also encouraged to support projects that incorporate enhanced energy efficiency and/or accessibility measures.

SMs are required to perform their due diligence to ensure that a project is financially viable from a construction cost and on-going operating context and that costs per unit are accurate.

The Canada Mortgage and Housing Corporation has developed an Affordable Housing Project Viability Assessment Tool which can help determine a project’s financial viability based on preliminary calculations. The tool is available at www.cmhc.ca/en/inpr/afhose/afhose/tore/int0_001.cfm.

The Ministry, at its discretion, may require an independent analysis to confirm project financial viability.

Payment Process

The Ministry will advance funding directly to SMs, who will be responsible for making project payments to housing proponents. SMs will advance funds to proponents based on the completion of construction milestones and compliance with the program requirements.

Funding will be advanced to SMs in three instalments:
- 50% at signing of CA, registration of security, 1st available building permit, and construction start
- 40% at completion of structural framing for new construction or fifty percent completion for acquisition and rehabilitation projects
- 10% at confirmation of occupancy, submission of Initial Occupancy Report and Confirmation of Employment of Apprentices Report, and submission of an updated capital cost statement in a form acceptable to the Ministry
SMs must also obtain and submit to the Ministry an audited capital cost statement within six months following the initial occupancy date of projects, or such additional time acceptable to the Ministry.

The Ministry may consider accelerated payments for projects sponsored by non-profit proponents on a case-by-case basis.

SMs will be required to submit signed project checklists and documentation in AIMS when requesting each payment.

All final payments (10% at confirmation of occupancy) are required to be made within four years of signing the Contribution Agreement, but in any event not later than March 31, 2024. SMs are required to ensure that all projects are completed and request the final payment prior to this deadline.

**Eligible Client Groups**

The Rental Housing component aims to create affordable rental housing for households that are on, or eligible to be on, social housing waitlists. This includes, but is not limited to:

- Seniors
- Persons with disabilities
- Aboriginal peoples
- Victims of domestic violence
- Recent immigrants
- Working poor
- Singles and families

**Targets for Special Priority Groups**

Across the province, the IAH (2014 Extension) will fund the creation and repair of an estimated 11,000 units. Overall, the Ministry is targeting a minimum of 1,650 units (15%) for seniors and 1,100 units (10%) for persons with disabilities. To assist the province to achieve these targets, SMs should consider dedicating a portion of their rental units to seniors and persons with disabilities. The Ministry retains the right to reallocate funds in Year 5 and Year 6 of the program if the provincial targets are not being met.

In addition, SMs are encouraged to target victims of domestic violence under the program.

**Supportive Housing**

The Ministry encourages Service Managers to work with their Local Health Integration Network, Community Care Access Centres and local support services agencies including those that provide services to people with mental health or addiction issues to help coordinate support services with the affordable housing created under the IAH (2014 Extension).
Income Verification

SMs are required to establish maximum income levels for IAH (2014 Extension)-funded Rental Housing units at the time of initial tenancy. SMs must establish an approach for income verification in order to ensure that households in need are targeted. Annual income verification is at the SM’s discretion.

Affordability Criteria and Rents

Projects approved under the Rental Housing component must remain affordable for a minimum period of 20 years. Affordability is defined as having rents for the project that are at or below 80% of CMHC Average Market Rent (AMR) at the time of occupancy. Average rent is calculated using actual rents paid by tenants and any rent supplements provided by the Service Manager.

While individual unit rents may be set above or below the 80% threshold, in no instance shall an IAH (2014 Extension) funded unit have a rent that is greater than the CMHC AMR for the area.

If CMHC AMRs are not available for certain communities, or in instances where in the opinion of SMs the CMHC AMRs do not reflect the actual AMRs in the local market area, SMs may request an alternate AMR by submitting a business case including a local market rent survey for the Ministry’s consideration.

Projects may include both IAH (2014 Extension) and market units, but only units with rents that meet affordability requirements will receive IAH (2014 Extension) funding.

If rent supplements are used for IAH (2014 Extension) funded units to provide deeper affordability for tenants, the Service Manager shall ensure that total rent received by a Proponent, including rent from the tenant and any rental supplements from the Service Manager or other party shall not exceed 100% of CMHC Average Market Rent. In addition, the total of the rent paid by the tenant and any federal and/or provincially funded rent supplements paid to the proponent must be used to calculate the weighted average rent in a project.

Rent increases after initial occupancy must be made in accordance with rules established in the Residential Tenancies Act (RTA). New rental buildings (built after 1991) are technically exempt from RTA rent increase guidelines, but are subject to terms and conditions in the Administration Agreement. The Administration Agreement states that rent increases follow the RTA rent increase guidelines, but must still remain at 80% of CMHC AMR.

The Ministry updates AMR rent level information on its website annually at www.mah.gov.on.ca.

General Program Requirements
The following general program requirements apply to projects approved under the Rental Housing component:

**Construction start**
- Projects must start construction within 120 days of signing a CA.
- Projects that do not start construction within 120 days of signing a CA may, at the Ministry's discretion, have IAH (2014 Extension) program funding withdrawn and re-allocated.
- Written confirmation of construction start must be provided to the Ministry.
- Site inspections will be conducted at the discretion of the Ministry.

**Municipal Property Tax**
- SMs are required to either:
  - Reduce property taxes for Rental Housing projects by setting it at a rate equivalent to, or lower than, the single residential rate for the area; or
  - Provide a grant in lieu of this property tax reduction.

**Municipal Housing Facility Bylaw**
- SMs are required to have a Municipal Housing Facility Bylaw to enable municipal contributions according to Municipal Act, 2001.

**Equity**
- Minimum 10% equity must be provided for projects sponsored by private proponents.
- Minimum 4% equity must be provided for projects sponsored by partnerships between private companies and non-profit organizations.
- No equity contribution is required for projects sponsored by non-profit or cooperative housing organizations to encourage participation by these groups in the program.
- Please note that private lenders may have additional equity requirements.

**Contributions by Others**

In addition to the mandatory requirements of reducing property taxes/grants in lieu and providing required equity, SMs and proponents are encouraged to provide additional contributions in order to increase the financial viability of the project and/or to provide deeper affordability.

Contributions by SMs may include: waiving or reducing development charges, planning approvals application fees, building permit fees, and full property tax exemptions as well as contributions of municipal grants, and municipally-owned land.

Contributions by proponents may include: land or cash, including that from fundraising and donations.

**Energy Efficiency**

The Ministry encourages the use of energy efficient features in building design and ENERGYSTAR-rated products should be used when available.
Suite Meters

As of January 1, 2011, it is mandatory that suite meters be installed in all new social and affordable housing units.

The Energy Consumer Protection Act, 2010 and Ontario Regulation 389/10 set out the rules for suite meter installation. For further information, please contact the Ontario Energy Board’s (OEB) Consumer Relations Centre at 1-877-632-2727 or 416-314-2455, or go to www.ontarioenergyboard.ca.

Please note that although suite meters are required to be installed, the decision to bill tenants directly as a result of suite metering will be at the discretion of each housing provider.

Indemnification and Repayment

There are obligations for all IAH (2014 Extension) parties with regard to the indemnification and recovery of government funding. Specific obligations and provisions are included in the Administration Agreement.

The Ministry has developed the Affordable Housing Program and Investment in Affordable Housing Risk Mitigation Strategies Guide (2012) that provides best practices and clarification on preventing and resolving issues with affordable housing projects that may experience difficulties. The Guide can be found at: http://www.mah.gov.on.ca/Asset19886.aspx.

In cases where an IAH (2014 Extension) project encounters difficulties, the risk mitigation strategies outlined in the Guide may assist proponents and SMs.

Reporting

SMs are required to update their PDFPs with their funding commitment projections under the Rental Housing component on a quarterly basis. Proponents will be required to report accordingly to the SM.

PDFP quarterly reports will be supplemented by regular AIMS milestone updates along with progress reports to the Ministry contacts describing project progress and potential issues of concern that might delay or jeopardize the project.

SMs are also required to complete an Initial Occupancy Report and Annual Occupancy Report once projects are completed and occupied.

In addition, SMs are required to obtain from the Proponents and forward to the Ministry an audited capital cost statement within six months following the initial occupancy date, or such additional time acceptable to the Ministry.

This reporting ensures compliance with the provisions of the CMHC-Ontario Investment in Affordable Housing Program Agreement, the Supplementary Agreement No.1 and
other established program requirements. All reports and updates are to be submitted through AIMS, where possible.
Homeownership Component

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

Specific objectives are:
- To provide renter households with an opportunity to move into homeownership.
- To ease the demand for rental housing by assisting renter households to purchase affordable homes.
- To encourage developers to build affordable housing by fostering demand.

Eligibility Criteria

To be eligible for down payment assistance, prospective purchasers must:
- Be a renter household buying a sole and principal residence in a participating SM area.
- Have household income at or below the 60th percentile income level for the SM area or the province, whichever is lower (see Appendix D).
- Meet any additional criteria as established and communicated by the SM.

Household income verification is the responsibility of the SM.

Purchasers must be selected and approved through a fair and open process developed by the SM based on local criteria and defined needs specified in the SM's PDFP.

Purchase Price

The purchase price of a home must not exceed the average resale price in the SM's area. SMs may establish their own maximum house prices, provided they are lower than the average resale price in the SM area. Maximum house prices will be updated on a quarterly basis and provided by the Ministry.

Eligible Unit Types

Resale or new homes (including conversions from non-residential use that include a new home warranty) are eligible unit types under the Homeownership component.

Homes may be detached, semi-detached, town (condo and freehold), stacked homes, row houses, apartments or other similar built forms approved by the Ministry. SMs may also choose to include duplexes as eligible units.

Homes must be modest in size, relative to community norms, in terms of floor area and amenities, as determined by the province and/or the SM.

Home inspections are required for all resale homes and are strongly recommended for new homes.
Eligible Client Groups

SMs are encouraged to address groups (e.g. seniors, persons with disabilities, first-time home buyers, new immigrants, single parent households, households with dependents) identified through their local Housing and Homelessness Plan.

Education and Training

SMs must ensure education and training on the home buying experience – including financial guidance around the up-front and on-going costs of homeownership – and on the obligations and benefits of being a homeowner are offered to purchasers approved under the Homeownership component.

The Canada Mortgage and Housing Corporation website has a number of tools, worksheets, calculators and guides to assist and inform interested home buyers. This information can be found at http://www.cmhc.ca/en/co/huho/index.cfm.

Service Manager Revolving Loan Fund (RLF)

Creation and maintenance of a dedicated account / revolving fund is a prerequisite of program participation. SMs with an already-established RLF of 20 years are eligible to receive IAH (2014 Extension) Homeownership component funding.

SMs that do not have a RLF established will need to ensure that one is created and maintained for at least a 20-year period with the option of phasing out after 15 years.

Funding

Funding is provided as a down payment assistance loan for eligible purchasers. Assistance is forgiven after a minimum of 20 years – the affordability period for the Homeownership component. SMs may choose to require a forgiveness period of more than 20 years.

The amount of down payment assistance for each eligible purchaser will be determined by the SM, to a maximum of $50,000 per eligible unit.

Total funding advanced by each SM must not exceed 10% of the sum of purchase prices for all units acquired by eligible purchasers – other than units acquired from Habitat for Humanity affiliates as they are exempt from this calculation.

If a SM elects to provide less than 5% down payment assistance, the primary lending institution and/or insurance provider may require additional equity to be contributed by the purchaser.

Partnerships

SMs partnering with non-profits like Habitat for Humanity or private developers should encourage the employment of apprentices to build new home units.
SM Tip

SMs may choose to provide a top-up to down payment assistance from their RLF for households with dependents. This is to provide additional support to potential purchasers who face more challenges to save for a down payment and who would need to spend more to buy a home with adequate space. Top-up funding amounts from an RLF would be determined by the SM, and would not count as part of the 10% average funding limit.

Funding Commitment

A minimum of 90% of the annual Homeownership component funding allocation must be committed to eligible purchasers of eligible units by December 31\textsuperscript{st} of each program year. If a SM has not met this threshold, the Ministry may reallocate funds to another SM to ensure full commitment of program funding.

Payment Process

SMs are to provide down payment assistance to eligible purchasers at the time of closing on the purchase of the home; when a mortgage can be registered on title. Please note that IAH (2014 Extension) funding may not be used for deposits toward eligible units.

Once an eligible purchaser has been approved by the SM, the required project information – along with a copy of the Agreement of Purchase and Sale (APS) – must be submitted to the Ministry through the Affordable Housing Information Management System (AIMS).

Payments to SMs will be made within 15 business days of project approval, or within seven days of the closing date of the sale of the unit, whichever is later.

Conditions for Repayment by Homeowner

Repayment of the original down payment contribution must be made if the following situations occur while the IAH (2014 Extension) Homeownership loan is outstanding:

- The unit is sold or leased.
- The unit is no longer the sole and principal residence of the loan recipient.
- The loan recipient becomes bankrupt or insolvent.
- The loan recipient misrepresented their eligibility for the program.
- The loan recipient used the proceeds of the loan for a purpose other than the acquisition of the unit.
- The death of the loan recipient.

Traditional interest will not be charged on the assistance. The original loan amount and the percentage share of the realized capital gains proportionate to the down payment assistance must be repaid in the above cases. For example, if the purchaser was
assisted with 5% of the purchase price, the loan amount plus 5% of any capital gains/appreciation would have to be repaid.

If a unit is sold for less than the original purchase price, the difference between the down payment assistance and the depreciated amount will be repayable.
- Amount payable = Loan – (original purchase price – resale price)

For example, if the down payment assistance was $10,000 for a home originally purchased at $100,000 and then sold for $92,000:
- Amount payable = $10,000 - ($100,000 - $92,000) = $2,000
- If the same home is sold for $85,000, the principal shall be forgiven.

The SM must be satisfied that the sale was at fair market value.

If a purchaser chooses to repay the down payment assistance without selling the home within the affordability period, the purchaser is still required to repay the proportionate percentage of any notional capital gain* as of the date of repayment.

Only the principal amount would have to be repaid in the event of the death of a homeowner prior to the expiry of the affordability period.

Repayments are to be made into the RLF and redistributed under the Homeownership component in the SM’s area.

*Notional capital gains will be calculated based on the current fair market value of the home at the time of repayment of the loan. Fair market value shall be based on an independent appraisal.

Canada Mortgage and Housing Corporation (CMHC)

In support of the Homeownership component, CMHC will recognize down payment assistance as owner’s equity in its underwriting evaluation.

Reporting

SMs are required to update and submit their PDFPs with their approved progress under the Homeownership component on a quarterly basis.

Participating SMs are also required to report annually to the Ministry on the progress of the Homeownership component.

The report will include information on:
- Number of households assisted/units financed through the program
- Number of occupants
- Price of unit
- Actual occupancy and closing dates
- Amount of IAH (2014 Extension) subsidy
- Funding commitments to date
- Financial position of the RLF
• Other financial contributions

This reporting ensures compliance with the provisions of the CMHC-Ontario Investment in Affordable Housing Program Agreement, the Supplementary Agreement No. 1 and other established program requirements. All reports and updates are to be submitted through AIMS, where possible.

Documentation Required for Records

SMs are responsible for retaining the following documents over the life of the program:

Eligibility information:
• The signed application form, including a declaration that all information is accurate
• The notice of assessment for all members of the household
• Copies of photo identification
• Unit eligibility information

Loan information:
• Agreements of Purchase and Sale
• IAH (2014 Extension) loan agreement
• Mortgage registration documentation
• Title search

Payment documents and default actions:
• Records of all payments and defaults
• Confirmation of compliance with the terms of the Loan Agreement (e.g., letter confirming that the unit remains the sole and principal residence of the eligible purchaser)
• Record of actions taken by the SM and the participant on any defaults
Ontario Renovates Component

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

The objectives of Ontario Renovates are:

- To improve the living conditions of households in need through financial assistance to repair deficiencies in affordable ownership and rental properties.
- To foster independent living of seniors and persons with disabilities by providing financial assistance to support modifications and renovations to increase accessibility of affordable rental and ownership properties.
- To increase the supply of affordable rental housing by providing assistance to create secondary suites in existing single family homes.
- To respect the environment and to realize savings that will improve housing affordability over the long term through the use of energy-savings products or systems.
- To encourage and support the employment of apprentices.

The Ontario Renovates component consists of two sub-components:

a) Home Repair to assist low to moderate income homeowner households:
- Repair their home to bring to acceptable standards while improving the energy-efficiency of the unit.
- Increase accessibility of their unit through modifications and adaptations.

b) Multi-Unit Rehabilitation to assist:
- Landlords of eligible affordable rental buildings to rehabilitate units that require essential repairs and/or modify units to increase accessibility.
- Low to moderate income homeowners to create a new affordable rental unit in an existing single family home.
- In repairing, rehabilitating and improving existing shelters (that house victims of domestic violence).

SMs are required to give priority consideration to the employment of apprentices in the renovation of Multi-Unit Rehabilitation projects (with the exception of projects that create secondary suites) during the selection process. SMs are required to report to the Ministry on the initiatives used to promote or support apprentices, the number of projects employing apprentices, the number of apprentices employed in each project, and the type of trade the apprentices are training in.

General Eligible Activities and Costs

Eligible repairs for Ontario Renovates may include the following activities:

- Repairs and rehabilitation required to bring a home/unit to an acceptable standard while improving energy efficiency. Examples include, but are not limited to:
  - Heating systems
  - Chimneys
  - Doors and windows
- Foundations
- Roofs, walls, floors and ceilings
- Vents, louvers
- Electrical systems
- Plumbing
- Septic systems, well water, and well drilling
- Other repairs may be considered, with supporting documentation, at the discretion of the SM

- Remediation for an overcrowded dwelling through the addition of habitable living space.

- Modifications to reduce physical barriers related to housing and reasonably related to the occupant’s disability. Examples include, but are not limited to:
  - Ramps
  - Handrails
  - Chair and bath lifts
  - Height adjustments to countertops
  - Cues for doorbells/fire alarms

- Creation of self-contained secondary suites for affordable rental purposes and garden suites for seniors and/or persons with disabilities.

Other eligible costs may include labour and applicable taxes, building permits, legal fees, certificates, appraisal fees, inspection fees, drawing and specification and any other costs that the SM deems reasonable and that are agreed to by the Ministry.

Applicants who have previously received federal and/or provincial repair funding (e.g. Residential Rehabilitation Assistance Program (RRAP); IAH – Ontario Renovates; Northern Repair; Northern Remote Communities, CHPI funding) may be eligible for Ontario Renovates provided the repair/remediation/modification addresses a need or condition of work which has not been the subject of previous repair assistance.

Repairs must commence within 120 days of project approval. Copies of all financial invoices must be kept for reporting and audit purposes.

**Energy Efficiency**

The Ministry strongly encourages the use of energy-saving products or systems for the required repairs to housing under the Ontario Renovates component. Examples include, but are not limited to:

- Window replacement using double pane, low E Argon windows.
- Roof replacement using attic insulation to a minimum of R40.
- Furnace replacement with an ENERGY STAR qualified furnace with a brushless DC motor.
- Toilet replacement with a low-flush or dual-flush toilet rated at 6 litres per flush or less.
- Replacement of water heater with an ENERGY STAR qualified instantaneous water heater.
Ineligible Projects

The following projects are not eligible for Ontario Renovates funding:

- Retirement Homes, Long-Term Care Homes (including nursing homes), and crisis care facilities.
- Units not subject to the Residential Tenancies Act, 2006 (except shelters and transitional housing that house victims of domestic violence).
- Projects that received funding under AHP (2005), AHP Extension (2009) – Rental and Supportive and IAH – Rental Housing.
- Units for which the homeowner received Homeownership component funding under the AHP or IAH.
- Social Housing units as defined under the Housing Services Act, 2011.
- Creation of new rental units (except secondary suites in a single family home and garden suites on the property lot of a primary residence).

Project Submission Process

The SM is responsible for selecting and approving all eligible Ontario Renovates projects, monitoring progress and completion of projects, quality of work and for the advancement of funds.

Once an eligible project has been approved by the SM, completed project information along with proof of loan security (promissory note or mortgage registration) must be entered and approved in AIMS to confirm program take-up. The Ministry reserves the right to return an Ontario Renovates project for revision and resubmission if it is not consistent with the Program Guidelines.

Loans may be secured by promissory notes. If funding exceeds $25,000, a mortgage registered on title is required upon project completion.

SMs must confirm that property taxes and mortgage payments are up-to-date. Insurance coverage should be in place for the full value of the home or project.

For Home Repair projects, SMs must provide a sign-back letter of agreement to each homeowner outlining the scope of work, funding commitment and roles and responsibilities of both the homeowners and the SM.

For Multi-Unit Rehabilitation projects, the SM must verify the following additional conditions:

- Certificate of insurance is provided, as appropriate.
- The SM and the proponent or homeowner have signed a Funding Agreement, which confirms that:
  - Rental projects must remain affordable for a minimum of 15 years (maintain rent levels at or below CMHC average market rents (AMR), and
  - Forgiveness of funding is earned at an equal rate per year for the minimum 15-year period.
- The proponent or homeowner is in compliance with the Funding Agreement.
SMs must ensure project status is updated and documents are posted in AIMS on an on-going basis.

**Funding Commitment**

A minimum of 90% of the annual Ontario Renovates component funding allocation must be committed to eligible homeowners or landlords by December 31st of each program year. If a SM has not met this threshold, the Ministry reserves the right to reallocate funds to another SM to ensure full commitment of program funding.

**Eligible Client Groups**

Eligible client groups for Ontario Renovates include, but are not limited to:

- Seniors
- Persons with disabilities
- Victims of domestic violence
- Aboriginal people living off-reserve
- Residents of remote communities*
- Low to moderate income singles and families

* The Ministry will be selecting a delivery agent to work on behalf of the province to deliver Ontario Renovates to remote communities in northern Ontario.

**Affordability Criteria**

**Home Repair**

Under the Ontario Renovates Home Repair subcomponent, eligible households must:

- Have a household income at or below the 60th income percentile for the SM area or province, whichever is lower. SMs are responsible for household income verification. (See Appendix D)
- Own a home that is their sole and principal residence with a market value at or below the average resale price for the SM area provided by the Ministry.

The province will supply annual updates to the 60th percentile income figures and quarterly updates to the average resale price data. In communities where data is non-existent, market values may be determined by the SM. SMs may use these or more restrictive ceilings or figures, such as Household Income Limits (HILs).

**Multi-Unit Rehabilitation**

Under the Ontario Renovates Multi-Unit Rehabilitation subcomponent, units must be modest relative to community norms in terms of floor space and amenities, with rents at or below the CMHC average market rent (AMR) for the SM area for the entire loan forgiveness period.

Projects (with the exception of projects that create secondary suites) that support the employment of apprentices must be given consideration during the selection process.
Service Managers will be required to report on the initiatives used to promote or support apprentices, the number of apprentices employed in each project and the type of trade the apprentices are training in.

Renovations to rooming houses are eligible activities for funding under the Multi-Unit Rehabilitation subcomponent. Rooming house units must have rents at or below 60 percent of AMR levels for 1 bedroom units in the SM area.

Renovations and upgrades to shelters – provided the shelter assists victims of domestic violence – are eligible under the Multi-Unit Rehabilitation subcomponent.

The creation of affordable secondary suites in existing single family homes or garden suites on the property lot of a single family home are also eligible activities under the Multi-Unit Rehabilitation subcomponent. The household income of the incoming tenant must be at or below the 60th income percentile for the SM area or province, whichever is lower; however, SMs may establish more restrictive income limits. SMs must establish an approach for income verification in order to ensure that households in need are targeted. House value and income limits of the homeowner household may be set by, and are at the discretion of, the SM.

Funding

Funding is provided in the form of a forgivable loan to the proponent / homeowner based on the cost of approved work items. SMs may vary the amount of funding per unit in order to address local priorities, to a maximum of $50,000. The average funding across a SM's area must not exceed $25,000 per unit. Funding for projects must not be greater than the cost of repairs net any HST rebates.

The period of forgiveness for Home Repair projects is a minimum of 10 years and for Multi-Unit Rehabilitation projects it is a minimum of 15 years. Both are forgiven at an equal rate per year over the affordability period. The earning of loan forgiveness begins on the date of repair completion.

Funding for accessibility repairs made to a home and/or unit, up to a maximum of $5,000 is in the form of a contribution without an affordability period and does not require repayment provided the funds are used for their intended purpose.

The applicant is considered to be in default and any outstanding loan amount must be repaid if the following situations occur:

- The unit or project is sold.
- Rent levels are increased beyond allowable limits.
- Homeowners cease to occupy the unit as sole and principal residence.

If any of the following situations occur, the applicant is considered to be in default and the original loan amount must be repaid:

- Misrepresentation occurs related to eligibility for the program.
- Funding is used for other purposes.
Repayments made to the SM are to be reinvested into Ontario Renovates projects unless otherwise directed by the Ministry.

Payment Process – Year 1

Home Repair

Under the Home Repair subcomponent, upon submission of a completed Project Information Form (PIF) along with appropriate security, 75% of the estimated IAH (2014 Extension) project costs will be provided to the SM within 15 business days following Ministry acceptance of the project. The remaining funding will be provided upon confirmation of the completion of the repairs and finalization of project costs.

Multi-Unit Rehabilitation

Under the Multi-Unit Rehabilitation subcomponent, funding will be advanced to SMs in three payments:
- 50% at signing of Funding Agreement (FA), execution of security documents and the submission of a completed PIF
- 40% upon fifty percent completion of the repairs
- Remaining funding at confirmation of repair completion and submission of a Proponent's Post-Repair Occupancy Report

Quarterly Payment Process – Year 2 to Year 6

The Ministry is introducing a new quarterly payment process for the Ontario Renovates component beginning in Year 2. The Ministry will transfer funds electronically on a quarterly basis to SMs based on their approved PDFP and actual funding take-up. Payments will be made to the Service Managers within 15 days following the receipt of the Service Manager's quarterly updated PDFP.

Once an eligible project has been approved by the SM, a completed project information form along with a promissory note or mortgage registration and funding agreement – must be entered and approved in AIMS to confirm program take-up.

SMs are responsible for project selection and approval, monitoring progress and completion of projects, quality of work and for the advancement of funds. SMs must ensure project status is updated in AIMS. Should project details – for example, completion dates – not be updated as required, payments to SMs may be reduced.

The Ministry will monitor SMs' progress under the Ontario Renovates component on AIMS throughout the year. In particular, the Ministry will review progress at the end of the third quarter of each program year. SMs that have not demonstrated take-up of 80% or more of their yearly Ontario Renovates allocation by the end of the third quarter may risk losing their funds.
Reporting

SMs are required to update and submit their PDFPs with their approved progress under the Ontario Renovates component on a quarterly basis.

SMs will also be required to submit the following reports:
- Post-Repair Occupancy Report upon the completion of Multi-unit Rehabilitation projects
- Annual Report (includes Annual Occupancy Reports for Multi-unit Rehabilitation projects throughout the affordability period of all Ontario Renovates projects)

SMs are required to create and submit reports through AIMS and ensure that Project Information Form and rents are updated on an ongoing basis.

This reporting ensures compliance with the provisions of the CMHC-Ontario Investment in Affordable Housing Program Agreement, the Supplementary Agreement No.1 and other established program requirements. All reports and updates are to be submitted through AIMS, where possible.
Operating Component

For additional information on the Housing Allowance Shared Delivery option, SMs should consult the IAH (2014 Extension) Housing Allowance Shared Delivery Stream Reference Guide for Service Managers and work with their Ministry contacts.

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

The Ministry has redesigned the previous IAH Operating components:

- The two distinct components of previous IAH – Rent Supplement and Housing Allowance – have been combined into one Operating component with three streams:
  - Rent Supplement
  - Housing Allowance Direct Delivery
  - Housing Allowance Shared Delivery.

- A Rent Supplement is a subsidy paid to the landlord on behalf of a household in need of rental assistance.

- A Housing Allowance is a subsidy paid directly to a household in need of rental assistance. SMs have discretion to allow Housing Allowance payments to be made directly to landlords on their clients' behalf where they deem it appropriate and where the clients have chosen this approach and provided written direction and consent.

- SMs may deliver the Operating component locally (Rent Supplement or Housing Allowance Direct Delivery) or in partnership with the province (Housing Allowance Shared Delivery).

- Under Housing Allowance Shared Delivery, the Ministry of Finance (MOF) provides certain administrative functions that include providing the portable monthly payments directly to eligible households.

- SMs are allocated funding for the Operating component at the beginning of each year of the program, based on the commitments for each stream identified in their approved PDFPs.
  - Note: Some SMs will continue to have separate concurrent funding commitments for Rent Supplement and Housing Allowance components under the 2011 IAH agreement.

- SMs have the flexibility to move funds between their direct delivery streams, i.e. Housing Allowance Direct Delivery and Rent Supplement, at any time to meet their needs.
• This flexibility does not apply to Housing Allowance Shared Delivery. SMs may not move funds between the direct delivery streams and the Housing Allowance Shared Delivery stream, as the latter is governed by both the Administration Agreement and a separate agreement between the SM and the Ministry. Once a SM’s PDFP is approved, funding for Housing Allowance Shared Delivery is committed and cannot be moved to another stream.

Under the Operating component, SMs must make all funding commitments by March 31, 2020, but may extend funding for their clients up to March 31, 2024.

Stacking Provisions

Stacking permitted

To provide deeper affordability, SMs may use Operating component funding for units/households currently receiving, or having received, funding under the following programs:

• IAH or IAH (2014 Extension) Rental Housing and Ontario Renovates
• Off-Reserve Aboriginal Housing (Trust) Program

SMs may use Operating component funding for units/households having received funding previously under the following programs:

• Canada-Ontario Affordable Housing Program (AHP) (2005) or AHP Extension (2009) Capital components
• AHP (2005) Housing Allowance/Rent Supplement Program (HARS)
• IAH Operating components (Rent Supplement, Housing Allowance Direct or Housing Allowance Shared)

Funding Allocations

Allocations will be committed at the beginning of each program year through a letter from the Ministry based on the planned commitments identified in the PDFP. SMs are required to demonstrate program take-up through their PDFP updates. SMs may contribute their own funding to the Operating component.

Reporting – Direct Delivery Streams

Initial PDFP

In their initial PDFP, SMs are required to break down their Operating component funding by streams and indicate the length of each stream, as well as subsidy levels and estimated number of units/households. SMs are required to make all funding commitments by March 31, 2020. However, they may extend funding for their clients up to March 31, 2024.

PDFP updates
IAH (2014 Extension) reporting consists of updating and submitting the PDFP with SM progress on a quarterly basis and completing reports specific to the Operating component.

It is expected that reports will be completed and submitted through the Ministry’s Affordable Housing Information Management System (AIMS).

For their quarterly updates, SMs are required to track spending and client numbers separately for each stream. Quarterly PDFP updates must include, in the case of the Rent Supplement stream, the number of occupied units, and in the case of the Housing Allowance streams, the number of eligible households.

SMs are also required to track the following information:
- Landlord agreements and agreements with third-party delivery agencies
- Approved client applications
- Target client groups. SMs must report on these in their annual PDFP update.

This reporting ensures compliance with the provisions of the CMHC-Ontario Agreement for Investment in Affordable Housing, the Supplementary Agreement No. 1, the SM Administration Agreement, and other established program parameters.

**Payment Process**

*Direct Delivery Streams (Housing Allowance and Rent Supplement)*

The Ministry will provide quarterly payments based on annual cash flow statements and actual expenditures.

Generally, payments to SMs are made on the first day of every quarter of the program year in advance for the upcoming quarter. However, fourth quarter payments are made on January 20th instead of the first day of the quarter to allow time for payment reconciliation.

Funds are transferred electronically to SMs. SMs must ensure that the Ministry has their latest banking information to receive these funds.

SMs advance monthly payments to landlords upon the signing of landlord agreements and updated unit occupancy figures. Under the Housing Allowance Direct Delivery stream, SMs pay households directly.

*Shared Delivery Stream (Housing Allowance)*

MOF administers the Shared Delivery stream on behalf of Service Managers, and pays eligible households directly. No funds are transferred to SMs. Rather, the Ministry holds back funds from each SM’s IAH (2014 Extension) allocation as per the PDFP, Housing Allowance Shared Delivery stream, for use by MOF to pay clients.
Client Eligibility

To be eligible for Operating component funding, households must be on, or be eligible to be on, social housing waiting lists and have household incomes that do not exceed the applicable Household Income Limits (HILs) in the annually amended Ontario Regulation 370/11 under the Housing Services Act, 2011.

Households in receipt of social housing rent-geared-to-income (RGI) subsidy or payments under any other rent support programs are not eligible.

For the purposes of the Operating component, “household” is defined as any family unit or single individual inhabiting a self-contained rental unit.

A rental unit or its occupants can receive only one type of subsidy, either under the Rent Supplement or Housing Allowance stream. In addition, a rental unit can receive only one Rent Supplement subsidy. A household can receive only one Housing Allowance subsidy; that is, two or more members of a household cannot each receive a subsidy under the Housing Allowance stream.

See “Stacking Provisions” above.

Household Income Limits

If SMs are of the opinion that Household Income Limits (HILs) in the annually amended Ontario Regulation 370/11 under the Housing Services Act, 2011 are too low and do not correlate with CMHC’s Average Market Rents (AMRs) for their areas, they can request in writing modifications to their HILs through their Ministry contacts (see Appendix A).

SMs should refer to the Average Market Rents section, below, for related information.

Client Selection

SMs may select households from social housing waiting lists, and at the same time take into consideration their target client groups.

SMs must report on any targeted client groups in their PDFP updates.

Unit Eligibility

Only self-contained units, that is, units with their own kitchen and bathroom facilities, are eligible for funding.

Hostel units, group home or other congregate living arrangements, and nursing or retirement homes are not eligible.

Units may be in private buildings or in non-profit and co-operative projects and must be modest (at or below average market rent, see below) and in satisfactory state of repair.
However, only market rent units in social housing developments are eligible, as program funding cannot be combined with RGI assistance.

Units must meet local occupancy standards. SMs must establish local occupancy standards and include them in program information available to the general public.

**Average Market Rents**

The Ministry updates AMR information on its website annually.

If CMHC AMRs are not available in certain communities, or if SMs are of the opinion that CMHC AMRs do not reflect the actual AMRs in the local market area, they may request an alternate AMR by submitting a business case, including a local market rent survey for the Ministry’s consideration.

Each SM is responsible for defining what expenses are to be included in monthly rent for the purposes of the program and for ensuring that the monthly rent does not exceed local AMR.

If Operating component funding is used for units funded under the IAH (2014 Extension) Rental Housing component to provide deeper affordability for tenants, the SM must ensure that the total rent received by a Rental Housing Proponent, including rent from the household and Operating component funding from the SM or other party, shall not exceed CMHC’s AMR.

**Initial Income Testing**

SMs must establish a clear set of rules to determine whether the applicant’s household income is at, or below, HILs. These rules must be in writing and available to the general public. See also the Household Income Limits section, above.

**Income Testing / Continued Affordability**

SMs must conduct annual income testing of households to ensure continued eligibility for the Operating component, but may exempt specific types of households (e.g., seniors with fixed incomes). SMs are solely responsible for establishing the necessary rules, forms and procedures to meet this requirement.

**Monthly Subsidy Amounts**

SMs must determine amounts to be paid to households (Housing Allowance streams) or landlords on behalf of each household (Rent Supplement stream).

For detailed information on the Housing Allowance Shared Delivery option, SMs should consult the IAH (2014 Extension) Housing Allowance Shared Delivery Stream Reference Guide for Service Managers.
Appendix A: Ministry Contacts

**Municipal Services Office – Central**

777 Bay Street 13th Floor
Toronto, ON, M5G 2E5
General Inquiry: 416-585-6226
Toll Free: 1-800-668-0230
Fax: 416-585-6882

Contact: Ian Russell, Team Lead, Regional Housing Services
Tel: 416-585-6965
Email: ian.russell@ontario.ca

Serving: Durham, Halton, Muskoka, Peel, Simcoe, York

**Municipal Services Office – Eastern**

8 Estate Lane, Rockwood House
Kingston, ON, K7M 9A8
General Inquiry: 613-545-2100
Toll Free: 1-800-267-9438
Fax: 613-548-6822

Contact: Mila Kolokolnikova, Team Lead, Regional Housing Services
Tel: 613-545-2123
Email: mila.kolokolnikova@ontario.ca


**Municipal Services Office – Western**

659 Exeter Road, 2nd Floor
London, ON, N6E 1L3
General Inquiry: 519-873-4020
Toll Free: 1-800-265-4736
Fax: 519-873-4018

Contact: Tony Brutto, Team Lead, Regional Housing Services
Tel: 519-873-4032
Email: tony.brutto@ontario.ca

**Municipal Services Office – Northeastern**

159 Cedar Street, Suite 401  
Sudbury, ON, P3E 6A5  
General Inquiry: 705-564-0120  
Toll Free: 1-800-461-1193  
Fax: 705-564-6863

Contact: Cindy Couillard, Team Lead, Regional Housing Services  
Tel: 705-564-6808  
Email: cindy.couillard@ontario.ca


**Municipal Services Office – Northwestern**

435 James Street, Suite 223  
Thunder Bay, ON, P7E 6S7  
General Inquiry: 807-475-1651  
Toll Free: 1-800-465-5027  
Fax: 807-475-1196

Contact: Peter Boban, Team Lead, Regional Housing Services  
Tel: 807-473-3017  
Email: peter.boban@ontario.ca

Serving: Kenora, Rainy River, Thunder Bay

**Housing Programs Branch - Toronto**

777 Bay Street, 14th Floor  
Toronto, ON, M5G 2E5  
Fax: 416-585-7003

Contact: Yvonne Wright, Account Manager, Toronto & West Unit  
Tel: 416-585-6423  
Email: yvonne.wright@ontario.ca

Serving: Toronto
## Appendix B – List of Designated Areas under the French Language Services Act

<table>
<thead>
<tr>
<th>Service Manager</th>
<th>Designated Area(s)</th>
</tr>
</thead>
<tbody>
<tr>
<td>City of Toronto</td>
<td>All</td>
</tr>
<tr>
<td><strong>Central Region</strong></td>
<td></td>
</tr>
<tr>
<td>Regional Municipality of Peel</td>
<td>City of Mississauga, City of Brampton</td>
</tr>
<tr>
<td>County of Simcoe</td>
<td>Town of Penetanguishene, Townships of Tiny and Essa</td>
</tr>
<tr>
<td><strong>Eastern Region</strong></td>
<td></td>
</tr>
<tr>
<td>City of Cornwall</td>
<td>County of Glengarry; Township of Winchester; County of Stormont</td>
</tr>
<tr>
<td>City of Kingston</td>
<td>City of Kingston</td>
</tr>
<tr>
<td>City of Ottawa</td>
<td>All</td>
</tr>
<tr>
<td>United Counties of Prescott and Russell</td>
<td>County of Prescott; County of Russell</td>
</tr>
<tr>
<td>County of Renfrew</td>
<td>City of Pembroke, Townships of Stafford and Westmeath</td>
</tr>
<tr>
<td><strong>Western Region</strong></td>
<td></td>
</tr>
<tr>
<td>Municipality of Chatham-Kent</td>
<td>Town of Tilbury; Townships of Dover and Tilbury East</td>
</tr>
<tr>
<td>City of Hamilton</td>
<td>All of the City of Hamilton as it exists on December 31, 2000</td>
</tr>
<tr>
<td>City of London</td>
<td>City of London</td>
</tr>
<tr>
<td>Regional Municipality of Niagara</td>
<td>City of Port Colborne; City of Welland</td>
</tr>
<tr>
<td>City of Windsor</td>
<td>City of Windsor; Towns of Bele River and Tecumseh; Townships of Anderdon, Colchester North, Maidstone, Sandwich South, Sandwich West, Tilbury North, Tilbury West and Rochester</td>
</tr>
<tr>
<td><strong>Northeast Region</strong></td>
<td></td>
</tr>
<tr>
<td>Algoma District Services Administration Board</td>
<td>District of Algoma</td>
</tr>
<tr>
<td>Cochrane District Social Services Administration Board</td>
<td>All</td>
</tr>
<tr>
<td>City of Greater Sudbury</td>
<td>All</td>
</tr>
<tr>
<td>Manitoulin-Sudbury District Services Board</td>
<td>District of Sudbury</td>
</tr>
<tr>
<td>District of Nipissing Social Services Administration Board</td>
<td>District of Nipissing</td>
</tr>
<tr>
<td>District of Parry Sound Social Services Administration Board</td>
<td>Municipality of Callander</td>
</tr>
<tr>
<td>District of Sault Ste. Marie Social Services Administration Board</td>
<td>The part of the District of Algoma that is part of the district for the District of Sault Ste. Marie Social Services Administration Board</td>
</tr>
<tr>
<td>District of Timiskaming Social Services Administration Board</td>
<td>All</td>
</tr>
<tr>
<td><strong>Northwest Region</strong></td>
<td></td>
</tr>
<tr>
<td>Kenora District Services Board</td>
<td>Township of Ignace</td>
</tr>
<tr>
<td>District of Thunder Bay Social Services Administration Board</td>
<td>Towns of Geraldton, Longlac and Marathon; Townships of Manitouwadge, Beardmore, Nakina and Terrace Bay</td>
</tr>
</tbody>
</table>
Appendix C: Canadian Environmental Assessment Act (CEAA) Pre-screening Guidelines

The Canadian Environmental Assessment Act, 2012 (the "CEAA 2012") has replaced the Canadian Environmental Assessment Act, 1992. Under CEAA 2012, housing-related activities do not currently constitute physical activities as described in the Regulations Designating Physical Activities. Accordingly, the Pre-Screening Guideline (the "Guideline") has been simplified and updated to reflect the provisions of the CEAA 2012 and replaces all previous versions of the Guideline.

SMs are required to consider this checklist when recommending project proposals to the Ministry for funding approval. SMs must confirm to the Ministry that the proposed project complies with the CEAA 2012, as per CMHC requirements. The answers to the two questions must be "NO" for the CEAA 2012 to be complied with.

- Is the project carried out on federal lands*?
- Has the project been specifically identified by the Minister of the Environment in an Order Designating Physical Activities?

*NOTE: "federal lands" includes lands that belong to, or that may be disposed of by, Her Majesty in right of Canada, but does not include lands under the administration and control of the Commissioner of Yukon, the Northwest Territories, or Nunavut.
### Appendix D: Maximum Household Income Level, 2014

<table>
<thead>
<tr>
<th>CMSM/ City</th>
<th>Income at 60th Percentile</th>
</tr>
</thead>
<tbody>
<tr>
<td>Greater Toronto Area**</td>
<td>$85,800</td>
</tr>
<tr>
<td>City of Toronto</td>
<td></td>
</tr>
<tr>
<td>Regional Municipality of Durham</td>
<td></td>
</tr>
<tr>
<td>Regional Municipality of Halton</td>
<td></td>
</tr>
<tr>
<td>Regional Municipality of Peel</td>
<td></td>
</tr>
<tr>
<td>Regional Municipality of York</td>
<td></td>
</tr>
<tr>
<td>City of Brantford</td>
<td>$76,200</td>
</tr>
<tr>
<td>City of Cornwall</td>
<td>$69,700</td>
</tr>
<tr>
<td>City of Greater Sudbury</td>
<td>$80,800</td>
</tr>
<tr>
<td>City of Hamilton</td>
<td>$78,800</td>
</tr>
<tr>
<td>City of Kawartha Lakes</td>
<td>$72,100</td>
</tr>
<tr>
<td>City of Kingston</td>
<td>$80,400</td>
</tr>
<tr>
<td>City of London</td>
<td>$75,800</td>
</tr>
<tr>
<td>City of Ottawa**</td>
<td>$74,300</td>
</tr>
<tr>
<td>City of St. Thomas</td>
<td>$75,700</td>
</tr>
<tr>
<td>City of Stratford</td>
<td>$81,600</td>
</tr>
<tr>
<td>City of Windsor</td>
<td>$76,000</td>
</tr>
<tr>
<td>County of Bruce</td>
<td>$85,500</td>
</tr>
<tr>
<td>County of Dufferin**</td>
<td>$85,800</td>
</tr>
<tr>
<td>County of Grey</td>
<td>$72,400</td>
</tr>
<tr>
<td>County of Hastings</td>
<td>$69,000</td>
</tr>
<tr>
<td>County of Huron</td>
<td>$73,500</td>
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<tr>
<td>County of Lambton</td>
<td>$79,700</td>
</tr>
<tr>
<td>County of Lanark</td>
<td>$83,200</td>
</tr>
<tr>
<td>County of Lennox &amp; Addington</td>
<td>$75,600</td>
</tr>
<tr>
<td>County of Norfolk</td>
<td>$78,500</td>
</tr>
<tr>
<td>County of Northumberland</td>
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<tr>
<td>County of Oxford</td>
<td>$81,500</td>
</tr>
<tr>
<td>County of Renfrew</td>
<td>$76,200</td>
</tr>
<tr>
<td>County of Simcoe**</td>
<td>$85,800</td>
</tr>
<tr>
<td>County of Wellington**</td>
<td>$85,800</td>
</tr>
<tr>
<td>District Municipality of Muskoka</td>
<td>$76,900</td>
</tr>
<tr>
<td>Municipality of Chatham Kent</td>
<td>$66,500</td>
</tr>
<tr>
<td>Regional Municipality of Waterloo**</td>
<td>$85,800</td>
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<tr>
<td>Regional Municipality of Niagara</td>
<td>$74,900</td>
</tr>
<tr>
<td>United Counties of Leeds &amp; Grenville</td>
<td>$79,600</td>
</tr>
<tr>
<td>United Counties of Prescott &amp; Russell</td>
<td>$85,800</td>
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<tr>
<td>Algoma DSSAB</td>
<td>$60,300</td>
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<tr>
<td>Cochrane DSSAB</td>
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<tr>
<td>Kenora DSSAB</td>
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<tr>
<td>Manitoulin-Sudbury DSSAB</td>
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<td>Nipissing DSSAB</td>
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<tr>
<td>Parry Sound DSSAB</td>
<td>$69,500</td>
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<tr>
<td>Rainy River DSSAB</td>
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<td>Sault Ste. Marie DSSAB</td>
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<tr>
<td>Thunder Bay DSSAB</td>
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<tr>
<td>Timiskaming DSSAB</td>
<td>$63,300</td>
</tr>
<tr>
<td><strong>ONTARIO</strong></td>
<td><strong>$85,800</strong></td>
</tr>
</tbody>
</table>

* Based on Statistics Canada 2011 National Household Survey, indexed to 2013, rounded to the nearest hundred.
** In areas where 60th income percentile is greater than the provincial level, the provincial level 60th income percentile is used.
THE CORPORATION OF THE CITY OF PETERBOROUGH

BY-LAW NUMBER 12-094

BEING A BY-LAW OF THE CORPORATION OF THE CITY OF PETERBOROUGH TO PROVIDE FOR MUNICIPAL HOUSING FACILITIES

THE CORPORATION OF THE CITY OF PETERBOROUGH BY THE COUNCIL THEREOF HEREBY ENACTS AS FOLLOWS:

WHEREAS the Corporation of the City of Peterborough is the Service Manager and is authorized to establish, administer and fund housing and homelessness programs and provide housing directly under the Housing Services Act, 2011;

AND WHEREAS subsection 110(1) of the Municipal Act, 2001 allows municipalities to enter into agreements for the provision of municipalities facilities by any person;

AND WHEREAS Ontario Regulation 46/94, as amended by Ontario Regulation 189/01, made under the Municipal Act allows the council of the municipality to enter into an agreement under subsection 110(1) of the Municipal Act, 2001 for the provision of a variety of enumerated classes of municipal capital facilities;

AND WHEREAS one of those enumerated classes is municipal housing project facilities;

AND WHEREAS the said Ontario Regulation 46/94, as amended, requires that before a by-law authorizing an agreement respecting municipal housing project facilities is entered into a municipal housing facilities by-law must be enacted, which must comply with requirements set out in that Regulation;

AND WHEREAS Council is of the opinion that making use of subsection 110(1) of the Municipal Act, 2001 is a desirable means of increasing the supply of affordable housing by providing financial or other assistance at less than fair market value to private and non-profit housing providers on the criteria set out in this by-law;

AND WHEREAS this by-law shall only govern agreements entered into with housing providers on or after June 25, 2012;

AND WHEREAS By-law 03-046 shall continue to govern agreements entered into with housing providers before June 25, 2012;

THE CORPORATION OF THE CITY OF PETERBOROUGH BY THE COUNCIL THEREOF HEREBY ENACTS AS FOLLOWS:

1. In this By-law,

"Act" means the Municipal Act, 2001, as amended, and its regulations;

"affordable housing" means affordable housing as set out in Section 4 of this By-law;

"City" or "City of Peterborough" means the municipal corporation known as the Corporation of the City of Peterborough, as the context requires;

"CMHC" means the Canada Mortgage and Housing Corporation;

"Council" means the Council of the City of Peterborough;
“household” means persons who reside or will be residing in a housing unit within a municipal housing project facility;

“household income limit” for the purposes of determining a household’s eligibility under Section 7 of this by-law for a housing unit will be determined annually by the City’s Housing Division;

“housing provider” means a corporation or individual legally entitled to own real property in the City of Peterborough or the County of Peterborough;

“average market rent” for municipal housing project facilities at any one time means the average market unit rent in the City of Peterborough as determined and amended from time-to-time by CMHC;

“municipal housing project facilities” means the municipal housing project facilities class of municipal capital facilities, as set out in Ontario Regulation 46/94, as amended;

“municipal housing project facilities agreement” means a municipal housing project facilities agreement as set out in Section 2 of this By-law;

“municipal housing project facilities By-law” means a By-law enacted by council pursuant to paragraph 18 of section 2 of Ontario Regulation 46/94, as amended;

“unit size” means the size of a unit within a municipal housing project facility or potential municipal housing project facility, measured by the number of bedrooms;

“waiting list” means the City of Peterborough Coordinated Access System or successor social housing waiting list.

2. Council may pass by-laws permitting the City to enter into municipal housing project facilities agreements with the housing service providers, pursuant to subsection 110 (1) of the Act, as amended, for the provision of municipal housing project facilities.

3. Upon passing a by-law referred to in Section 2, the City Clerk shall give written notice of the by-law to the Minister of Education and Training or successor, as set out in the Act.

4. The definition of “affordable housing” for the purpose of a municipal housing project facilities agreement shall be municipal housing project facilities in which the average rent for each unit size, including utilities, but exclusive of parking, telephone, cable and other related fees, is less than or equal to the most recently released CMHC ‘average market rent’ for the City of Peterborough for that unit size.

Notwithstanding the definition of “affordable housing”, the average rent for municipal housing project facilities which receive a full or partial property tax exemption, in accordance with Section 14 of this by-law, must be less than or equal to 90% of the most recently released CMHC ‘average market rent’ for the City of Peterborough for that unit size.

5. The City shall enter into an agreement mentioned in Section 2 unless it has determined that the housing units to be provided as part of the municipal housing project facilities fail to fall within the definition of affordable housing.
6. Under no circumstances shall a housing unit be made available,
   a) at rent that is not within the definition of affordable housing; or
   b) to individuals or families who, if at the time the housing unit was
      initially rented to them, would already own a residential property, as
      determined by the housing provider after making all reasonable
      inquiries.

7. A household shall be eligible for a housing unit within a municipal housing
   project facility if, at the time of the household's application for the housing
   unit, the gross income of the household for the twelve (12) month period
   prior thereto is equal to or less than the household income limit for that
   unit type as determined by the City's Housing Division.

8. The municipal housing project facilities agreements shall contain the
   following:
   a) the term of the agreement, which shall not be less than twenty
      years but within which time, requirements may vary;
   b) each unit in the municipal housing project facilities shall meet the
      definition of affordable housing;
   c) provisions reflecting those matters set out in Sections 5 and 6;
   d) subject to section 10 of the By-law, units subject to the agreement
      not be rented to the housing provider or shareholders or directors of
      the housing provider, or any individual not at arm's length to the
      housing provider or shareholders or directors of the housing provider;
   e) the City must register the agreement on title;
   f) the municipal housing project facilities agreement shall be binding
      on the housing provider's heirs, successors and assigns;
   g) during the time period in which the municipal housing project
      facilities agreement is in force, the housing provider shall, as a
      condition precedent to a sale to a subsequent purchaser, require
      the subsequent purchaser to enter into an agreement with the city,
      and that agreement shall impose the terms of the municipal housing
      project facilities agreement on that subsequent purchaser;
   h) in addition to a general indemnity, the housing provider shall
      specifically indemnify the City if the provision set out in clause (g) is
      breached;
   i) a list of the benefits being conveyed to the housing provider under
      this By-law, including their estimated present day monetary value;
   j) if the housing provider does not carry out its obligations under the
      agreement, the housing provider shall pay to the City the entire
      amount of benefits conveyed under the agreement, together with
      any applicable costs and interest;
   k) such other contractual provisions which are required to be inserted
      based on fundamental contractual drafting principles satisfactory to
      the City of Peterborough; and
   l) the number of housing units being provided.
9. a) As a means of increasing the affordability of housing within the project, the municipal housing project facilities agreement may require that the housing providers enter into a separate rent supplement agreement with the City.

b) If the municipal housing project facilities agreement requires the housing provider to enter into a rent supplement agreement with the City as set out in subsection (1), the rent supplement agreement shall be entered into concurrently with the municipal housing project facilities agreement and shall be a condition of the City entering into the municipal housing project facilities agreement.

c) As a further means of increasing the affordability of housing within the project, the municipal housing project facilities agreement may require, in exchange for significant (greater than $10,000 per unit) capital grants or property tax exemptions, that lower affordable rents than set out in Section 4 of this By-law may be established for some of the units and that eligible incoming residents be allowed to move in only if they are selected from the social housing waiting list or from City approved categories of minimum wage earners, or recipients of Ontario Works, Ontario Disability Support Payments, or Old Age Supplement/CANADIAN Pension Plan.

10. Despite clause 8(d), units subject to a municipal housing project facilities agreement may be rented to directors of the housing provider or to an individual not at arm's length to directors of the housing provider if:

a) the housing provider is a non-profit housing cooperative as defined in the Cooperative Corporations Act, R.S.O. 1990, c.C.35, as amended or a not-for-profit corporation; and

b) the housing provider is at arm's length to any individual or private for-profit corporation with which the director or individual not at arm's length to the director, as the case may be, has a non-arm's length relationship.

11. A municipal housing project facilities agreement may allow for the lease, operation or maintenance of the municipal housing project facilities by any person and, pursuant to subsection 110(3) of Act, for the sale or other disposition of municipal land or buildings that are still required for the purposes of the City.

12. A municipal housing project facilities agreement may, with respect to the provision, lease, operation or maintenance of the municipal housing project facilities that are subject to the agreement:

a) provide for financial or other assistance at less than market value rent or at no cost to the housing provider with respect to the provision, lease, operation or maintenance of the facilities that are subject of the agreement, and such assistance may include:

i) giving or lending money and charging interest;

ii) giving, lending, leasing or selling property;

iii) guaranteeing borrowing; and

iv) providing the services of employees of the municipality

13. A municipal housing project facilities agreement containing the provisions set out in Subsection 110(7) of the Municipal Act may provide a full or partial exemption for the facilities from the payment of development charges imposed by the City under the Development Charges Act, 1997, S.O. 1997, c.27.
14. A municipal housing project facilities agreement containing the provisions set out in Subsection 110(6) of the Municipal Act may provide a full or partial property tax exemption, for a period of up to 10 years, from all or part of the taxes levied for municipal and school board purposes for land on which the facilities are or will be located.

15. Upon the passing of a by-law referred to in Section 14, the City Clerk shall give written notice of its contents to:

a) the assessment corporation;

b) the Clerk of any other municipality that would, but for the by-law, have the authority to levy rates on the assessment for the land exempted by the by-law; and

c) the Secretary of any school board if the area of jurisdiction of the Board includes the land exempted by the by-law.

16. This by-law may be cited as the Municipal Housing Facilities By-law, 2012.

By-law read a first, second and third time this 25th day of June, 2012.

(Sgd.) Henry Clarke, Deputy Mayor

(Sgd.) John Kennedy, City Clerk
The Corporation of the City of Peterborough

By-Law Number 14-134

Being a By-law to establish Development Charges for The City of Peterborough (City-Wide General Services Charge)

Whereas the City of Peterborough has and will continue to experience growth through development;

And Whereas development requires the provision of physical infrastructure and other services by the City;

And Whereas Subsection 2 (1) of the Development Charges Act, 1997, S.O. 1997 c.27 (the "Act") provides that the council of a municipality may by by-law impose development charges against land to pay for increased capital costs required because of increased needs for services arising from the development of the area to which the by-law applies;

And Whereas Council has before it a report entitled "City-wide Development Charges Background Study", prepared by Hemson Consulting Limited, for the City of Peterborough, dated August 29, 2014 (the "Study");

And Whereas the Study was made available to the public prior to a public meeting held on September 15, 2014, in accordance with Section 12 of the Act, at which time Council heard comments and representations from all persons who applied to be heard (the "Public Meeting");

And Whereas Council, at its meeting on September 22, 2014, adopted the Study, including the development related capital program referred to therein, and thereby has indicated that it intends to ensure that the increase in the need for services attributable to anticipated development will be met, and has further indicated its intent that the future excess capacity identified in the Study shall be paid for by development charges or other similar charges;

And Whereas Council determined that no further public meetings were required under Section 12 of the Act;

Now Therefore, The Corporation of the City of Peterborough by the Council thereof hereby enacts as follows:

Definitions

1. In this By-law,

   "Act" means the Development Charges Act, 1997, S.O. 1997, c.27;

   "Board of Education" has the same meaning as specified in the Education Act, or any successor legislation;

   "building floor area" means the total of the horizontal areas of a building, as calculated by using the exterior dimensions;

   "City" means the Corporation of the City of Peterborough;
"commercial use" means lands, buildings or structures or portions thereof used or designed or intended to be used for a purpose which is classified as a Group A (restaurant and licensed beverage establishment only), Group C (hotel and motel only), Group D or Group E, major occupancy, pursuant to the Ontario Building Code;

"development" means the construction, erection or placing of one or more buildings or structures on land or the making of an addition or alteration to a building or structure that has the effect of increasing the building floor area thereof, and includes redevelopment;

"development charge" means a charge imposed pursuant to this By-law;

"dwelling unit" means one or more rooms used, designed or intended to be used together as a single and separate house-keeping unit by one person or persons living together, in which both culinary and sanitary facilities are provided for the exclusive use of such person or persons;

"farm building" means a farm building as defined in the Ontario Building Code;

"gross floor area" has the same meaning as that which is contained in O.Reg. 82/88 made under the Act;

"industrial use" means lands, buildings or structures or portions thereof used or designed or intended to be used for a purpose which is classified as a Group F, major occupancy, pursuant to the Ontario Building Code;

"local board" means a local board as defined in the Development Charges Act, 1997;

"multi-suite residence" means a multi-suite residence as defined in the Zoning By-law of the City;

"non-residential use" means land, buildings or structures or portions thereof used, or designed or intended to be used for a use other than for a residential use, and includes an industrial use and a commercial use;

"owner" means the owner of land or a person who has made application for an approval for the development of land upon which a development charge is imposed;

"place of worship" means that part of a building or structure that is exempt from taxation as a place of worship under the Assessment Act, as amended, or any successor legislation;

"Residential A building" means a building, or portion thereof containing one or two dwelling units;

"Residential B building" means a building, or portion thereof containing more than two dwelling units, other than a Residential C building;

"Residential C building" means a building, or portion thereof containing more than two dwelling units, each of which has access to the common corridor and entrance(s); and a multi-suite residence;

"residential use" means land, buildings or structures or portions thereof used, designed or intended to be used as living accommodation for one or more individuals;

"semi-detached dwelling or row dwelling" means a residential building which contains a single dwelling unit, that has one or two vertical walls, but no other parts, attached to other buildings;
'"services" means services designated in this By-law including Schedule A to this By-law or in an agreement under Section 44 of the Act, or both;

"single detached dwelling" means a residential building which contains only a single dwelling unit, and which is not attached to other buildings;

"temporary building or structure" means a building or structure constructed or erected or placed on land for a continuous period not exceeding eight months, or an addition or alteration to a building or structure that has the effect of increasing the total floor area thereof for a continuous period not exceeding eight months;

Rules

2. For the purpose of complying with Section 6 of the Act:

(a) the area to which this By-law applies shall be the area described in Section 3 of this By-law;

(b) the rules developed under paragraph 9 of Subsection 5 (1) of the Act for determining if a development charge is payable in any particular case and for determining the amount of the charge shall be as set forth in Sections 4 through 18, inclusive, of this By-law;

(c) the exemptions provided for by such rules shall be the exemptions set forth in Sections 19 through 21, inclusive of this By-law, the indexing of charges shall be in accordance with Section 16 of this By-law and the phasing in of charges shall be in accordance with Subsection 17 of this By-law; and

(d) the redevelopment of land shall be in accordance with the rules set forth in Section 22 of this By-law.

Lands Affected

3. (a) This By-law applies to all lands in the geographic area of the City.

(b) This By-law shall not apply to lands, which are owned by, or used for the purposes of:

(i) the City or a local board thereof;

(ii) a board of education.

(c) The development of land within the City may be subject to one or more development charges by-laws of the City.

Designation of Services

4. It is hereby declared by Council that all development of land within the City will increase the need for services.

5. The development charge applicable to a development as determined under this By-law shall apply without regard to the services required or used by an individual development.

6. Development charges shall be imposed for the following categories of services to pay for the increased capital costs required because of increased needs for services arising from development:

(a) General Government;

(b) Library Service;

(c) Fire Service;
(d) Police Service;
(e) Indoor Recreation;
(f) Park Development and Facilities;
(g) Public Works;
(h) Parking;
(i) Transit Services;
(j) Affordable Housing.

Approvals for Development

7. Development charges shall be imposed against all lands, buildings or structures within the area to which this By-law applies if the development of such lands, buildings or structures requires any of the following approvals:

(a) the passing of a zoning by-law or of an amendment thereto under Section 34 of the Planning Act;
(b) the approval of a minor variance under Section 45 of the Planning Act;
(c) a conveyance of land to which a by-law passed under Subsection 50 (7) of the Planning Act applies;
(d) the approval of a plan of subdivision under Section 51 of the Planning Act;
(e) a consent under Section 53 of the Planning Act;
(f) the approval of a description under Section 50 of the Condominium Act; or
(g) the issuing of a permit under the Building Code Act, 1992 in relation to a building or structure, except where the development entails the conversion or renovation, but not expansion, of an existing building for a change of use which does not require any of the approvals provided in Subsections (a) to (f) inclusive above.

8. No more than one development charge for each service designated in Section 6 shall be imposed upon any lands, buildings or structures to which this By-law applies even though two or more of the actions described in Section 7 are required before the lands, buildings or structure can be developed.

9. Notwithstanding Section 8, if two or more of the actions described in Section 7 occur at different times, additional development charges shall be imposed in respect of any increased or additional development permitted by such actions.

10. Where a development requires an approval described in Section 7 after the issuance of a building permit and no development charge has been paid, then the development charge shall be paid prior to the granting of the approval required under Section 7.

11. If a development does not require a building permit but does require one or more of the approvals described in Section 7, then the development charge shall nonetheless be payable in respect of any increased or additional development permitted by such approval.
12. Nothing in this By-law prevents Council from requiring, as a condition of an agreement under Sections 51 or 53 of the Planning Act, that the owner, at his or her own expense, install such local services related to a plan of subdivision or within the area to which the plan relates, as Council may require, or that the owner pay for local connections to storm drainage facilities installed at the owner's expense, or administrative, processing, or inspection fees.

Calculation of Development Charges

13. The development charge with respect to the use of any land, buildings or structures shall be calculated as follows:

(a) in the case of residential development, or the residential portion of a mixed-use development, based upon the number and type of dwelling units; or

(b) in the case of non-residential development, or the non-residential portion of a mixed-use development, based upon the building floor area of such development.

Amount of Charge - Residential

14. The development charges described in Schedule B to this By-law shall be imposed on residential uses of lands, buildings or structures, including a dwelling unit accessory to a non-residential use and, in the case of a mixed use building or structure, on the residential component of the mixed use building or structure, according to the type of residential use. For the purposes of calculation of the charge for a multi-suite residence, two suites shall be deemed to comprise one dwelling unit.

Amount of Charge - Non-Residential

15. The development charges described in Schedule C to this By-law shall be imposed on non-residential uses of lands, buildings or structures and, in the case of a mixed-use building or structure, on the non-residential components of the mixed-use building or structure, and calculated with respect to each of the services according to the building floor area of the non-residential use.

Indexing of Development Charges

16. The development charges set out in Schedules B and C hereto shall be adjusted by the City Treasurer without amendment to this By-law annually on January 1 in each year, commencing January 1, 2016, in accordance with the most recent annual change in the Statistics Canada Quarterly, Construction Price Statistics.

Phasing, Timing of Calculation and Payment

17. (a) Except as provided in Subsection (b) hereof, the development charges set out in this By-law are payable, in full, subject to the exemptions and credits provided herein, from the effective date of this By-law.

(b) Development charges in respect of industrial uses of lands, buildings or structures shall not be payable during the term of this By-law.

(c) Subject to Section 22 (with respect to redevelopment) and Subsection (d), the development charges shall be calculated as of, and shall be payable, on the date the first building permit is issued in relation to a building or structure on land to which the development charge applies.
(d) Notwithstanding Subsection (c), pursuant to Section 27 of the Act, the City may enter into an agreement with a person required to pay a charge pursuant to this By-law, including the provision of security for the person’s obligations under such agreement, providing for all or part of the development charge to be paid before or after it otherwise would be payable. The terms of such agreement shall then prevail over the provisions of this By-law.

(e) Where a development charge or any part of it remains unpaid after it is payable, the amount unpaid shall be added to the tax roll and shall be collected in the same manner as taxes.

Payment by Services

18. The City, may in an agreement pursuant to Section 38 of the Act, permit an owner to provide services in lieu of the payment of all or any portion of a development charge. The City shall give the owner who performed the work a credit towards the development charge in accordance with the agreement, subject to the requirements of the Act.

Rules with Respect to Exemptions for Intensification of Existing Housing

19. (a) This By-law does not apply with respect to approvals related to the residential development of land, buildings or structures that would have the affect only of,

(i) permitting the enlargement of an existing dwelling unit;

(ii) creating one or two additional dwelling units in an existing single detached dwelling, where the total gross floor area of the additional unit or units does not exceed the gross floor area of the existing dwelling unit;

(iii) creating one additional dwelling unit in an existing semi-detached or row dwelling where total gross floor area of the additional unit does not exceed the gross floor area of the existing dwelling unit; or

(iv) creating one additional dwelling unit in any other existing residential building, where the total gross floor area of the additional unit does not exceed the gross floor area of the smallest existing dwelling unit.

Other Exemptions

20. Notwithstanding the provisions of this By-law, development charges shall not be imposed with respect to:

(a) a hospital governed by the Public Hospitals Act, R.S.O 1990, c. P. 40;

(b) a place of worship, or a cemetery or burial ground;

(c) Trent University or Sir Sandford Fleming College;

(d) a farm building;

(e) lands, buildings or structures located within the Commercial Core Sub-Area and the Waterfront Commercial Sub-Area of the Central Area, as depicted on Schedule J of the Official Plan of the City;

(f) the redevelopment of any building or structure, which is located within the Central Area, as depicted on Schedule J of the Official Plan of the City, and which exists as of January 1, 2005.
Temporary Buildings or Structures

21. (a) Temporary buildings or structures shall be exempt from the provisions of this By-law.

(b) In the event that a temporary building or structure continues to exist for a continuous period exceeding eight (8) months, it shall be deemed not to be nor ever to have been a temporary building or structure, and the development charges required to be paid under this By-law shall be calculated and payable on the date that the building or structure is deemed not to be temporary.

(c) Prior to the City issuing a building permit for a temporary building or structure, the City may require an owner to enter into an agreement, including the provision of security for the owners obligation under the agreement, pursuant to Section 27 of the Act, providing for all or part of the development charge required by this Section to be paid after it would otherwise be payable. The terms of such agreement shall then prevail over the provisions of this By-law.

Rules with Respect to the Redevelopment of Land

22. (a) Where there is a redevelopment of land on which there is a conversion of space proposed, or on which there was formerly erected a building or structure that has been demolished, a credit shall be allowed against the development charge otherwise payable by the owner pursuant to this By-law for the portion of the previous building or structure still in existence that is being converted or for the portion of the building or structure that has been demolished, as the case may be, calculated by multiplying the number and type of dwelling units being converted or demolished, or the non-residential building floor area being converted or demolished, by the development charge shown in Schedule B or C, on the date when the development charge is payable in accordance with this By-law.

(b) A credit in respect of any demolition under this Section shall not be given unless a building permit has been issued or a subdivision agreement has been entered into with the City for the development within five (5) years from the date the demolition permit was issued.

(c) The amount of any credit hereunder shall not exceed, in total, the amount of the development charges otherwise payable with respect to the development.

(d) The onus is on the applicant to produce evidence to the satisfaction of the City, acting reasonably, which establishes that the applicant is entitled to the reduction in the payment of development charges claimed under this Section.

Interest

23. The City shall pay interest on a refund under Subsection 18 (3), 18 (5), or 25 (2) of the Act, shall be the Bank of Canada rate on the date this By-law comes into force updated on the first business day of every January, April, July and October.

Schedules

24. The following Schedules to this By-law form an integral part of this By-law.

Schedule A = Designated Services
Schedule B = City-Wide General Services - Uniform Residential Development Charges
Schedule C = City-Wide General Services - Uniform Non-Residential Development Charges
By-law Registration

25. A certified copy of this By-law may be registered in the Land Registry Office against title to any land to which this By-law applies.

Date By-law Effective

26. This By-law comes into force on January 1, 2015.

Date By-law Expires

27. This By-law expires five years after the date it becomes effective.

Repeal

28. By-law No. 09-166, to establish development charges for the City of Peterborough (City-wide General Services Charge) is hereby repealed effective on the date this By-law comes into force and effect.

Headings for Reference Only

29. The headings inserted in this By-law are for convenience of reference only and shall not affect the construction or interpretation of this By-law.

Severability

30. If, for any reason, any provision, section, subsection or paragraph of this By-law is held invalid, it is hereby declared to be the intention of Council that all the remainder of this By-law shall continue in full force and effect until repealed, re-enacted or amended, in whole or in part or dealt with in any other way.

By-law read a first, second and third time this 29th day of September, 2014.

(Sgd.) Daryl Bennett, Mayor

(Sgd.) John Kennedy, City Clerk
Schedule A

Services

(a) General Government;
(b) Library Service;
(c) Fire Service;
(d) Police Service;
(e) Indoor Recreation;
(f) Park Development and Facilities;
(g) Public Works;
(h) Parking;
(i) Transit Services;
(j) Affordable Housing.
# Schedule B

City-Wide General Services
Uniform Residential Development Charges

<table>
<thead>
<tr>
<th>Service</th>
<th>Residential A</th>
<th>Residential B</th>
<th>Residential C</th>
<th>Percentage of Charge</th>
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<tr>
<td></td>
<td>Singles &amp; Semis</td>
<td>Other Multiples</td>
<td>Apartments</td>
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<tr>
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## Schedule C

City-Wide General Services  
Uniform Non-Residential Development Charges

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1.0 INTRODUCTION

The Peterborough Affordable Housing Community Improvement Plan (CIP) is a tool that is intended to stimulate the development of affordable housing opportunities in the City of Peterborough. CIPs are used widely across Ontario to focus and initiate change and redevelopment. In accordance with Section 28 of the Planning Act, the Affordable Housing CIP encourages investment in the provision of affordable housing opportunities by providing for financial incentives that may be applied to eligible properties for purposes that conform to the goals, objectives, and policies of the CIP. Eligible properties must be located within the Community Improvement Project Area designated on Schedule “H” – Community Improvement of the Official Plan.

The Affordable Housing CIP has been prepared in accordance with the statutory requirements of the Planning Act and has had the benefit of a full consultation process.

1.1 Purpose

The purpose of this CIP is to assist in the development of affordable housing in the City.

The provision of affordable housing has become a major social issue and priority not only in the City of Peterborough, but in most urban centres across Ontario. While the Federal and Provincial Governments have taken some steps to address the issue, the burden of addressing the problem has been left with municipal governments.

The key obstacles to providing housing that is truly affordable are the existing financial implications. Fees for necessary planning approvals, development charges, and increased tax rates are all costs incurred by property owners and developers, which are then recovered through higher rents. Without these costs, average rents could be substantially lower.

While the CIP has been prepared with the provision of affordable rental housing as the priority, the Affordable Housing CIP also embraces home ownership models where affordable housing benefits can be applied.

Public Sector Investment

The passage of a by-law designating the area of the City identified on Schedule “H” of the Official Plan as a community improvement project area and the CIP provides the City with the ability to become more directly involved in the development of property for affordable housing for the purpose of community improvement, including:

• The acquisition or preparation of property for community improvement;
- Construction, rehabilitation or improvement of buildings on land held by the City; and

- The sale, lease or disposal of land and buildings held by the City for the purpose of carrying out the CIP.

Private Sector Investment

In order to stimulate private investment, the CIP provides for financial incentive programs that will make grants or loans available to properties within this area to promote truly affordable housing opportunities in the City. This could occur through new development, redevelopment of underutilized properties or conversion from a non-residential use.

Non-Profit Sector Investment

The non-profit housing sector is a valued contributor to the local economy through its ongoing housing development, management and social inclusiveness efforts. This sector's management and governance expertise preserve the only stock of dwellings affordable to households of lowest incomes. The financial programs and policy incentives of the Affordable Housing Community Improvement Plan extend also to the non-profit sector in its housing development or redevelopment efforts.

1.2 Community Improvement Project Area

Section 28 of the Planning Act allows municipalities, if they have provisions in their official plans relating to community improvement, to designate by by-law a “community improvement project area” and prepare and adopt a community improvement plan (CIP) for such an area.

The Planning Act defines a “community improvement project area” as a municipality or an area within the municipality, the community improvement of which in the opinion of the Council, is desirable because of age, dilapidation, overcrowding, faulty arrangement, unsuitability of buildings or for any other environmental, social or community economic development reason".

Subsection 28(4) of the Planning Act requires that the Community Improvement Project Area be designated by a by-law prior to approving a CIP.

On September 12, 2011, Council adopted a by-law designating the area identified on Schedule H of the Official Plan as shown on Figure 1, as a Community Improvement Project Area pursuant to Section 28(2) of the Planning Act.
1.3 Selection of the Project Area

The Official Plan of the City of Peterborough includes, on Schedule “H”, a depiction of an area of Community Improvement which includes most of the City as it existed 30 to 50 years ago. The corresponding policy section of the Official Plan – Section 8.3 – was amended in August 2009 to change the focus of community improvement from the upgrading of hard services such as sidewalk, service connections and other infrastructure, to one that includes environmental, economic development and social issues.
Schedule "H" depicts the area that contains the City's oldest housing stock and, in many cases, large, older homes that have the potential to be converted into multi unit buildings. Small, remnant industrial and warehousing space from the early 1900's, large buildings, previously utilized for institutional type uses and infilling opportunities are all prime candidates for affordable housing projects in this area.

Not only are the opportunities for the affordable housing projects more prevalent in the area depicted on Schedule "H" due to existing building stock and infrastructure, but the services supporting the residents are also more readily accessible than in more suburban settings. The downtown core of the City is central to the Community Improvement Project area and offers the broadest range of commercial activity in the City including office, cultural and entertainment uses and a diverse range of retail facilities, many of which are supportive of the resident population. Other services such as schools, churches, recreational opportunities and City transit are readily accessible in the project area.
2.0 LEGISLATIVE AUTHORITY

The legislative authority for Community Improvement Plans and related incentives and powers is derived from the *Planning Act* and the *Municipal Act*.

2.1 Planning Act

The *Planning Act* is the primary vehicle and provides for the establishment of community improvement project areas where the Official Plan contains provisions related to community improvement and the "community improvement project area" is designated by by-law pursuant to Section 28 of the *Planning Act*.

Once a "community improvement project area" has been designated by by-law, a municipality may then prepare a "community improvement plan" for the project area.

Under Section 28 of the *Planning Act*, "Community Improvement "means:

"the planning or replanning, design or redesign, resubdivision, clearance, development or redevelopment, construction, reconstruction and rehabilitation, improvement of energy efficiency, or any of them, of a community improvement project area, and the provision of such residential, commercial, industrial, public, recreational, institutional, religious, charitable or other uses, buildings, structures, works, improvements or facilities, or spaces therefore, as may be appropriate or necessary."

For the purpose of carrying out a Community Improvement Plan that has come into effect, a municipality may engage in the following activities within the Community Improvement Project Area:

a) acquire, hold, clear, grade or otherwise prepare land for community improvement (28(3));

b) construct, repair, rehabilitate or improve buildings on land acquired or held by it in the community improvement project area in conformity with the community improvement plan (28(6));

c) sell, lease, or otherwise dispose of any land and buildings acquired or held by it in the community improvement project area to any person or government authority for use in conformity with the community improvement plan (28(6)); and
d) make grants or loans, in conformity with the community improvement plan, to registered owners, assessed owners and tenants of lands and buildings within the community improvement project area, and to any person to whom such an owner or tenant has assigned the right to receive a grant or loan, to pay for the whole or any part of the eligible costs of the community improvement plan (28(7)).

Section 28(7.1) of the Planning Act provides for grants and loans for eligible costs established in an approved CIP related to:

- environmental site assessment;
- environmental remediation;
- development;
- redevelopment;
- construction and reconstruction of lands and buildings for rehabilitation purposes.

The Planning Act restricts the total value of all grants and loans made under the Planning Act and tax incentives under the Municipal Act (where applicable) from exceeding the eligible costs defined in the CIP.

2.2. Municipal Act

Pursuant to Section 106 (3) of the Municipal Act, municipalities are exempt from the prohibition on providing assistance through the granting of bonuses when exercising its authority under Section 28 (6), (7) or (7.2) of the Planning Act within Community Improvement Areas. Bonusing includes: giving or lending any property of the municipality including money, guaranteed borrowing, leasing or selling any municipal property at below fair market value; and giving a total or partial exemption from any levy, charge or fee.
3.0 GUIDING PLANNING POLICIES

3.1 Official Plan (December 2009 Office Consolidation)

Since the first consolidation of the City's Official Plan in 1981, the need for housing affordable to all citizens has been an identified goal for the City. As new and amended Provincial Policy Statements have been released by the Provincial government strengthening the need to plan for affordable housing, the Official Plan for the City has followed suit and been amended to reinforce the importance of affordable housing to the community. The importance of affordable housing to the entire community is referenced throughout the Official Plan, in particular, the Council Goals and Objectives found in Section 2.1, the Growth Management Strategies in Section 2.4, and the Residential policies in Section 4.2. Section 8.3 – Community Improvement provides the necessary policy direction to proceed with a Community Improvement Plan for affordable housing.

Examples of this policy direction include:

- 2.1 **GOALS AND OBJECTIVES**

  Council adopts the following goals and objectives for the Corporation of the City of Peterborough:

  2.1.1 The City shall be for ALL the PEOPLE. Maximum effort shall be made to ensure that equal attention is given to the SOCIAL development of the community as well as to the creation of the PHYSICAL structure of the community. Provisions shall be made to ensure ACCESSIBILITY to the facilities of the City by all ages groups, by handicapped person and by other socially economical disadvantaged.

  2.1.7 RESIDENTIAL development shall endeavour to make ADEQUATE ACCOMMODATION available to all socio-economic groups at an affordable price and to integrate a variety of forms and costs of housing. The location of housing shall be co-ordinated with community facilities such as transportation routes, parks and open space, retail shopping areas, recreation facilities schools and other private and public facilities.

- 2.4 **GROWTH MANAGEMENT STRATEGY**

  2.4.3 **GENERAL**

  2.4.3.4 The City will strive to provide a minimum of 10 percent of new housing as affordable housing units to accommodate both family
and non-family housing suitable to a full range of age groups, within all areas of the City.

4.2 RESIDENTIAL

4.2.1 GENERAL

4.2.1.1 Purpose

The Residential designations provide areas for housing and other land uses that are integral to, and supportive of a residential environment. Housing may take many forms ranging in density and scale from single detached homes to high-rise apartment buildings, and therefore, three residential designations - Low Density Residential, Medium Density Residential, and High Density Residential - are provided.

4.2.1.2 Objectives

i) Provide for a supply of residential land that is sufficient to accommodate the anticipated demand for a range of housing types.

ii) Support the provision of a choice of housing types according to location, size, cost, tenure, design, and accessibility so that a broad range of housing requirements are satisfied.

iii) Direct the expansion of residential development into appropriate areas according to availability of municipal services, soil conditions, topographic features, and environmental constraints; and in a form which can be integrated with established land use patterns.

iv) Encourage infill residential development in residential areas where the impacts of development on existing uses can be minimized and where development can efficiently utilize existing municipal services and facilities.

v) Encourage residential intensification to increase the supply of housing through better use of existing resources, buildings and under-utilized sites.

vi) Support the provision of services and amenities that enhance the quality of the residential environment.
vii) Support the development, at appropriate locations, of residential facilities that meet the housing needs of persons requiring specialized care.

viii) Support the endeavours of non-profit groups to develop non-profit and co-operative housing projects.

4.2.3.2 The City shall provide for an appropriate range of housing types and densities to meet projected requirements of current and future residents by:

a) establishing and implementing minimum targets for the provision of housing which is affordable;

b) permitting and facilitating all forms of housing, including supportive housing, required to meet the social, health and well-being requirements of current and future residents, including special needs requirements;

c) directing the development of new housing towards locations where appropriate levels of infrastructure and public service facilities are or will be available to support current and projected needs;

d) promoting densities for new housing which efficiently use land, resources, infrastructure and public service facilities, and support the use of alternative transportation modes and public transit in areas where it exists or is to be developed; and

e) establishing development standards for residential intensification, redevelopment and new residential development which minimize the cost of housing and facilitate compact form, while maintaining appropriate levels of public health and safety.

4.2.3.4 The City recognizes the definition of “affordable” as stated in the Provincial Policy Statement (2005). Notwithstanding the Provincial definition of affordable, the City will establish, as a priority, greater levels of affordability for various affordable housing programs and local housing production targets. The City will annually establish local affordable housing targets in accordance with this definition.
4.2.3.5 The City will strive to ensure that at least 10% of new residential units resulting from new residential development and residential intensification through conversion of non-residential structures, infill and redevelopment, to be affordable housing.

4.2.3.6 The affordable housing component will be thoroughly reviewed in any new development where 25 or more single and/or semi-detached dwelling units or 50 or more multi-family dwelling units are proposed. The City will also utilize secondary land use plans to assist in identifying potential affordable housing sites.

4.2.3.7 The City will ensure that new subdivision development will provide a variety of housing types and densities to support the City Housing targets as outlined in the Housing Strategy as updated from time to time.

4.2.3.8 In order to monitor the provisions of affordable housing, the City will identify the remaining total development potential by secondary land use planning area and the targets for affordable housing pursuant to Section 4.2.3.5 and the City’s Housing Strategy. The review of individual applications for new residential development will consider the impact of the development on the affordable housing targets.

4.2.3.9 The City will encourage the creation of secondary suites in areas to be identified by this plan and will consider factors such as adequate parking, servicing and access to parks and amenities. The Zoning By-law will be amended to include zoning regulations which will facilitate the creation of secondary suites.

4.2.3.10 The City will encourage the retention and new supply of affordable housing in a variety of designated locations and a variety of dwelling types.

4.2.3.11 The City will develop a Housing Strategy, in consultation with the County and Townships that will include a strategy for affordable housing, which will be updated from time to time, to establish a plan to meet the current and future housing needs of all residents. Efforts will be made to achieve the targets for the provision of affordable housing identified in the Housing
Strategy, in particular, types of housing that are necessary to meet the City and County's needs for affordable housing for low and moderate income households, seniors, families and singles, and those requiring support services.
8.2 **HOUSING PRODUCTION**

8.2.1 Council shall ensure that adequate municipal programmes are undertaken separately or jointly with senior levels of government to provide adequate housing for all the residents of the City.

8.2.2. Residential development should include a range of zoning which would accommodate a range of types, sizes and tenure of housing so that a variety of socio-economic groups can be accommodated.

8.3 **COMMUNITY IMPROVEMENT**

It is the intent of Council, through community improvement, to promote and maintain a high quality living and working environment throughout the City. Community Improvement will be accomplished through:

a) the upgrading and ongoing maintenance of communities or areas characterized by obsolete buildings, and/or conflicting land uses and/or inadequate physical infrastructure and community services and,

b) the establishment of policies and programs to address identified economic, land development and housing supply issues or needs throughout the Urban Area.

8.3.1 Community Improvement will be carried out through the designation, by Council, of Community Improvement Project Areas and through the preparation and implementation of Community Improvement Plans pursuant to the Planning Act.

Schedule "H" illustrates two areas of the community within which Community Improvement Project Areas may be selected.
Community Improvement Programs will be generally divided into two areas—programs designed to stimulate affordable housing projects and other rental housing initiatives in the Community Improvement Area as shown on Schedule "H" of the Official Plan, and, programs and other future initiatives such as façade improvement programs, building rehabilitations, signage improvement programs, heritage preservation programs and redevelopment projects which will be applied to the Central Area Target Area.

8.3.2 Within a designated Community Improvement Area, Council may provide programs or incentives to facilitate the development or redevelopment of the area. These programs may take the form of loans, grants, reduced development charges or tax relief, as may be permitted from time to time by Provincial Statute and approved by Council.

8.3.3 When designating Community Improvement Project Areas, one or more of the following characteristics may be present:

a) building stock or property in need of rehabilitation;

b) building and structures of heritage or architectural significance;

c) encroachment of incompatible land uses or activities;

d) deteriorated or insufficient physical infrastructure such as, but not limited to, sanitary and storm sewers and water mains, public transit, roads/streets, curbs, sidewalks, street lighting and utilities;

e) deteriorated or insufficient community services such as, but not limited to public indoor/outdoor recreational facilities, public open space and public social facilities;

f) inadequate mix of housing types;

g) known or perceived environmental contamination;

h) deterioration or insufficient parking facilities;
i) poor overall visual amenity of the area, including, but not limited to streetscapes and urban design;

j) existing Business Improvement Areas or potential for inclusion in a Business Improvement Area designation;

k) inappropriate road access and traffic circulation;

l) shortage of land to accommodate building expansion and/or parking and loading facilities;

m) other barriers to the improvement or redevelopment of under utilized land or buildings; and,

n) any other environmental or community economic development reasons for designation.

8.3.4 Community Improvement Plans will provide direction on one or more of the following:

a) allocation of public funds such as grants, loans or other financial instruments for the physical rehabilitation, redevelopment or improvement of land and buildings;

b) municipal acquisition of land or buildings and subsequent clearance, rehabilitation, redevelopment or resale of these properties or other preparation of land or buildings for community improvement;

c) encouragement of infill and rehabilitation where feasible;
d) promotion of historic preservation through the appropriate local, Provincial and Federal legislation;

e) promotion of the viability of Commercial areas through the establishment and support of Business Improvement Areas; and,

f) other municipal actions, programs or investments for the purpose of strengthening and enhancing neighbourhood stability, stimulating production of a variety of housing types, facilitating local economic growth, improving social or environmental conditions, or promoting cultural development.

8.3.5 In the preparation of a Community Improvement Plan and any subsequent amendments, Council will solicit the input of public bodies and agencies, affected residents, property owners, and other interested parties in keeping with the policies for notification and public participation of this Plan.

8.3.6 Council will determine the priorities and sequences in which designated Community Improvement Project Areas will have individual Community Improvement Plans prepared.

8.3.7 Council will be satisfied that community improvements shall be within the financial capability of the City.

8.3.8 All developments participating in programs and initiatives contained within Community Improvement Plans shall conform with the policies contained in this Plan and shall comply with all municipal codes and regulations of the City.

8.3.9 Each Community Improvement Plan will endeavour to coordinate individual initiatives to improve properties with municipal actions to upgrade physical infrastructure and community services and promote new types of housing.

3.2 Provincial Policy Statement (2005)

The 2005 Provincial Policy Statement (PPS) provides policy direction on matters of provincial interest related to land use planning development. The proposed CIP is consistent with the applicable provisions of the PPS, and implements the following policies under Section 1.4 – Housing:
1.4.1 To provide for appropriate range of housing types and densities required to meet projected requirements of current and future residents of the regional market area identified in policy 1.4.3, planning authorities shall:

a) maintain at all times the ability to accommodate residential growth for a minimum of 10 years through residential intensification and redevelopment and, if necessary, lands which are designated and available for residential development; and

b) maintain at all times where new development is to occur, land with servicing capacity sufficient to provide at least a 3 year supply of residential units available through lands suitably zoned to facilitate residential intensification and redevelopment, and land in draft approved and registered plans.

1.4.2 Planning authorities shall provide for an appropriate range of housing types and densities to meet projected requirements of current and future residents of the regional market area by:

a) establishing and implementing minimum targets for the provincial housing which is affordable to low and moderate income households. However, where planning is conducted by an upper-tier municipality, the upper-tier municipality in consultation with the lower-tier municipality, may identify a higher target(s) which shall represent the minimum target(s) for the lower-tier municipalities;

b) Permitting and facilitating:

i) all forms of housing required to meet the social, health and well-being requirements of current and future residents, including special needs requirements; and

ii) all forms of residential intensification and redevelopment in accordance with policy 1.1.3.3;

c) directing the development of new housing towards locations where appropriate levels of infrastructure and public service facilities are or will be available to support current and projected needs;

d) promoting densities for new housing which efficiently use land, resources, infrastructure and public services facilities, and support the use of alternative transportation modes and public transit in areas where it exists or is to be developed; and
e) establishing development standards for residential intensification, redevelopment and new residential development which minimize the cost of housing and facilitate compact form, while maintaining appropriate levels of public health and safety.

3.3 Growth Plan for the Greater Golden Horseshoe (2006)

The provincial Growth Plan identifies "affordable housing" as a matter that municipalities must plan for through their official plans:

2.2.3 General Intensification

- All municipalities will develop and implement through their official plans and other supporting documents, a strategy and policies to phase in and achieve intensification and the intensification target. This strategy and policies will:

  1) Plan for a range and mix of housing, taking into account affordable housing needs.

3.2.6 Community Infrastructure

- Upper and single-tier municipalities will develop a housing strategy in consultation with lower-tier municipalities, the Minister of Municipal Affairs and Housing and other appropriate stakeholders. The housing strategy will set out a plan, including policies for official plans, to meet the needs of all residents, including the need for affordable housing, both home ownership and rental housing. The housing strategy will include the planning and development of a range of housing types and densities to support the achievement of the intensification target and density targets.
4.0 PETERBOROUGH AFFORDABLE HOUSING
COMMUNITY IMPROVEMENT PLAN

4.1 Goals and Objectives

4.1.1 Goals

The primary goal of the CIP is to assist in the production of affordable housing opportunities throughout the project area.

4.1.2 Objectives

The objectives of the Affordable Housing CIP are:

a) Providing for public sector investment in affordable housing opportunities.
b) Stimulating private sector investment in the provision of affordable housing.
c) Promoting the renovation and reuse of underused properties.
d) Promoting sustainable development including energy efficiency through the development of affordable housing projects.

4.2 Community Improvement Program

Property owners providing new affordable housing accommodations within the area identified on Schedule "H" can apply to any or all of the Community Improvement Programs provided they enter into an agreement with the City which contains the following:

a) the term of the agreement which shall not be less than 15 years but within which time requirements may vary and will provide for a 5-year phase-out period;
b) each unit in the housing project shall meet the definition of affordable, as established by the City as amended from time to time;
c) under no circumstances shall the financial incentives be granted to a housing unit:
   i) at rent that is not within the definition of affordable housing unless specifically exempted; or
ii) to individuals or families, if at the time the housing unit was initially rented to them, would already own a residential property, as determined by the owner after making all reasonable inquiries.

d) the agreement must be registered on title;

e) the agreement will be binding on the owner's heirs, successors and assigns;

f) during the time period in which the municipal housing project facilities agreement is in force, the housing provider shall, as a condition precedent to a sale to a subsequent purchaser, require the subsequent purchaser to enter into an agreement with the City, and that the agreement shall impose the terms of the municipal housing project facilities agreement on that subsequent purchaser;

g) in addition to a general indemnity, the housing provider shall specifically indemnify the City if the provision set out in clause (f) is breached;

h) a list of the benefits being conveyed to the housing provider under this Agreement, including their estimated present day monetary value;

i) if the housing provider does not carry out its obligations under the agreement, the housing provider shall pay to the City the entire amount of benefits conveyed under the agreement, together with any applicable costs and interest; and

j) such other contractual provisions which are required to be inserted based on fundamental contractual drafting principles satisfactory to the City of Peterborough.

For the purposes of the following Community Improvement Programs, the definition of "affordable" shall be:

"a) in the case of ownership housing, the least expensive of:

1. housing for which the purchase price results in annual accommodation costs which do not exceed 30 percent of gross annual household income for low and moderate income households; or

2. housing for which the purchase price is at least 10 percent below the average purchase price of a resale unit in the regional market area;

b) in the case of rental housing, the least expensive of:
1. a unit for which the rent does not exceed 30 percent of gross annual household income for low and moderate income households; or

2. a unit for which the rent is at or below the average market rent of a unit in the regional market area."

Note: This definition will change as required to comply with Federal and Provincial initiatives. Furthermore, the City will establish greater levels of affordability for the Community Improvement Programs as it deems appropriate.

The administrative details of the specific programs may be amended by Council without requiring a formal amendment to the Community Improvement Plan as outlined in Section 5.3.

4.2.1 Municipal Incentive Program

a) Background

Municipal Fees – planning application fees, parkland fees and cash-in-lieu of parking fees – create a substantial financial burden on a development that is attempting to meet meaningful affordability targets. A developer will build these costs into the rent charges.

The Municipal Incentive Program will waive these municipal fees for developments that meet the definition of affordable housing, once an agreement outlined in Section 3.2.1 is executed. This program will not result in the need for new capital, as certain municipal fees will simply not be collected.

b) Program Assistance

i) Assistance will be in the form of a refund or waiving of the fees for a Planning Approval. Parkland dedication or cash-in-lieu would be waived for new development and redevelopments.

ii) This program will commence on the day following the date of Council adoption of the Plan and continue for three years, unless specifically extended by Council By-law.
c) **Eligibility Requirements**:

i) Only applicable to "affordable" housing projects and subject to the conditions set out in Section 4.2.

ii) Any property owner, or purchaser under an offer of purchase and sale, within the Community Improvement Project Area may apply in writing at the time of making an application(s) for a Planning or Building Permit approval.

iii) The subject property shall not be in a position of property tax arrears.

iv) Outstanding Work Orders for the City’s Fire Services or Building Division and requests to comply must be addressed prior to grant approval.

v) This program does not apply to any required performance securities (i.e. Letter of Credit) posted by the proponent, required professional studies, or to expenses incurred by the applicant because of an Ontario Municipal Board Hearing or Court proceedings.

### 4.2.2 Development Charges Grant Program

a) **Background**

Development Charges are similar to municipal fees in adding to the financial burden on affordable housing developments. However, development charges cannot simply be waived. For a small 1 bedroom unit of 450 square feet, these charges can represent an additional cost of approximately $10/square foot.

Under the Development Charges Act, the City cannot arbitrarily exempt certain classes of development, such as affordable housing, without first amending the DC By-Law, unless the housing is developed as a ‘Municipal Capital Facility’. This process can be involved and may be contested. Effectively, any exemption would transfer the equivalent amount of development charge to other classes of development. As the costs of growth do not decline just because exemptions have been granted, the growth related costs facing the City, would have to be spread over fewer units.

Therefore, the most forthright approach for the purpose of the Affordable Housing Community Improvement Plan would be to acknowledge that the supply of housing, even though it is affordable, still imposes its share of the need for growth related projects. The "Affordable Housing Partnership Reserve Fund" acknowledges that the costs of growth must be fairly shared.
with our partners in the development industry. The fund was established to pay into the Development Charge Fund the equivalent charge for qualifying affordable housing projects. The City has paid $100,000 per year for 5 years into the Fund which started in 2002.

b) **Program Assistance**

Assistance will be in the form of a grant from the Affordable Housing Partnership Reserve Fund for any new affordable housing units.

c) **Eligibility Requirements**

i) Only applicable to “affordable” housing projects not being developed as municipal capital facilities and subject to the conditions set out in Section 4.2.

ii) Any property owner within the Community Improvement Project Area must apply in writing at the time of making an application(s) for a Planning or Building Permit approval.

iii) The subject property shall not be in a position of property tax arrears.

iv) Outstanding Work Orders from the City's Fire Department or Building Division and requests to comply shall be addressed prior to grant approval.

v) This program does not apply to any required performance securities (i.e. Letter of Credit) posted by the proponent, required professional studies, or to expenses incurred by the applicant because of an Ontario Municipal Board Hearing or Court proceedings.

### 4.2.3 Affordable Housing Tax Increment Based Grant Program

a) **Background**

The intent of this program is to stimulate the rehabilitation or renovation of existing buildings, the redevelopment of previously developed sites that are now vacant, or under-utilized sites that results in the creation of affordable housing units.

The current tax structure can be seen to hinder private investment by linking taxes payable to the value of buildings and property. There is a direct correlation between the investment to improve land or buildings for housing
purposes, the corresponding increase in property value and, by consequence, an increase in the taxes payable.

Like other tax incentive programs, there is no ‘cost’ to the City to be proactive. The sites and/or buildings sit underutilized today and make a tax contribution that reflects their depressed value. Without any incentive to invest, the situation would be unlikely to change. While the municipality forgoes the tax increases of redeveloped property in the short term, the investment has spawned economic activity, produced much needed housing, revitalized building stock and neighbourhoods and will eventually contribute a higher level of taxation.

b) Program Assistance

i) This program would provide a grant to property owners who undertake the rehabilitation of their properties that would result in a reassessment of the properties. The amount of the grant would be determined based upon the incremental increase in the municipal taxes that result from the work being completed. The total amount of the grant provided would not exceed the value of the work that resulted in the reassessment. For that reason, the total value of the work, plus the amount of the municipal taxes paid prior to and after the redevelopment, would have to be known. “Municipal taxes” under this program refers to only the general portion of municipal taxes of the total taxes paid and would not include any other taxes or amounts, including but not limited to, education and all urban service levies.

ii) It is proposed that this program would be implemented over a nine-year period. Owners of properties participating in this grant program who apply in any year of the program will be eligible for the full grant.

The grant amount for this program shall not exceed 100% of the increase in the Municipal portion of the taxes in years one to five of the program, decreasing to 80% in year six, 60% in year seven, 40% in year eight, 20% in year nine and with the owner paying the full amount of taxes in year ten.

The property owner would be responsible for the full payment of taxes, after which the City would provide the grant. For that period beyond nine years, the owner would be required to pay the full amount of the taxes with no grant provisions.

iii) A property owner would register his intent to participate in the grant program by filing an application at the time of Building Permit
application. The amount of municipal taxes paid would be determined, and upon completion of the works, the municipal taxes to be paid as a result of the final reassessment by the Municipal Property Assessment Corporation would be calculated. The difference between the municipal taxes prior to the works being undertaken and the municipal taxes after the completion of the works would be the portion eligible for a grant under this program. The grant will be provided on a declining rate basis for a 9 year period with a grant generally equal to 100% of the incremented taxes for the redeveloped property in Year 1. Year 1 is defined as the first full calendar year in which taxes are paid after the project has been completed and reassessed. By using the Building Permit as the “trigger” for establishing participation in the program, the approximate value of the rehabilitation/redevelopment work to be undertaken can also be determined. As indicated above, the total value of the grant will not exceed the value of the work done. At the Building Permit stage, the construction value of the project is known, since this is what establishes the cost of the permit. In some cases, an audit may be required to confirm the construction value.

iv) This program would not exempt property owners from an Increase in municipal taxes due to a general tax rate increase or a change in assessment for any other reason after the property has been improved, except by reason of an assessment appeal.

c) Eligibility Requirements

i) Only applicable to “affordable” housing projects and subject to the conditions set out in Section 4.2.

ii) Any property owner within the Community Improvement Project area may apply in writing at the time of making an application(s) for a Planning or Building Permit approval.

iii) The subject property shall not be in a position of property tax arrears.

iv) Outstanding Work Orders from the City’s Fire Services or Building Services Division and requests to comply shall be addressed prior to grant approval.

v) Improvements made to the buildings or land shall be made pursuant to a Building Permit, and constructed in accordance with the Ontario Building Code and all application Zoning requirements, Council-approved design guidelines and any other necessary approvals.
vi) The subject building shall be rehabilitated and remediated or the land shall be redeveloped to an extent that such investment will result in an increased assessment of the property.

vii) In the case of the rehabilitation of vacant or cleared sites within the target area for new buildings, to determine the pre-development assessment base for these projects, the assessment shall be based upon the property as it existed on the date of Building Permit issuance.

viii) The grant shall be forfeited by the owner and repaid to the City if the housing is demolished before the grant period elapses.

ix) If a participating property is sold before the grant period elapses, the City may, at its discretion, continue the program for the prescribed timeframe and/or accept a new application from any subsequent owners of the property for additional works to be undertaken.

4.3 General Administration Provisions Applicable To Incentive Programs

The provision of any grant or loan as described in Sections 4.2.1, 4.2.2 and 4.2.3 is subject to the following general administration provisions:

i) Owners, tenants and assignees of properties within the Affordable Housing Community Improvement Project Area are eligible to apply for funding under the loan and grant program. Application may be made on a “first come first served basis” to the limit of the available funding, provided all eligible criteria and conditions are met for each program. Where applicable, tenants of properties may apply for funding with the written consent of the property owner.

ii) All applicants shall be required to have a pre-consultation meeting with City staff prior to filing their applications, to determine factors such as program eligibility, scope or work and project timing.

iii) Where other sources of government funding and/or non-profit organization funding to be applied against the eligible costs is anticipated or has been secured, these must be declared as part of the application and the loan/grant may be reduced on a pro-rated basis.

iv) All arrangements for financial incentives under the program shall be to the satisfaction of the Treasurer for the City. All applicants who are approved will be required to enter into an agreement with the City approved by Council or
v) Property taxes shall be in good standing at the time of application and throughout the length of any loan or grant commitment.

vi) All proposed development shall conform to the Official Plan and Zoning By-law and other planning requirements. There shall be no outside work orders issued by the City against the property. In addition, all improvements shall be made pursuant to a building permit, and constructed in accordance with the Ontario Building Code where required.

vii) The City may, at its discretion, and without further amendment to the Community Improvement Plan, extend or discontinue any program when and as it deems appropriate. Notwithstanding this, participants in various programs prior to their closing may continue to receive approved grants after the closing of the program as determined through individual agreement with the City and subject to available funding approved by the City.

viii) Final decisions with respect to applications and the allocation of funds shall be made by City Council, unless Council delegates it authority to staff. If Council delegates its authority, then an applicant shall be afforded the opportunity to appeal a staff decision to Council. The general administration of the program shall be the responsibility of the Planning and Development Services Department.

ix) The City will develop a handbook and/or set of guidelines for each incentive program that are intended to assist with interpretation and administration of the Plan by applicants and Staff.

x) The Planning Division, in cooperation with the Financial Planning and Review Services Division and the Legal Services Department, will be responsible for the administration of the programs.
5.0 IMPLEMENTATION AND INTERPRETATION

5.1 Funding

This Community Improvement Plan will be administered by the City of Peterborough. All programs require funding by the City based on a budget established by Council. Each year the funding allocation for the Affordable Housing CIP will be evaluated and assessed by Council through the deliberations of the Affordable Housing Operating and Capital Budget program.

5.2 Monitoring

The City shall conduct a review of the Community Improvement Plan programs a minimum of every five years with respect to their effectiveness. Monitoring will include reviewing the programs, the municipal financial contribution to the programs and the use of the programs.

5.3 Amendments

Council may review and amend any of the terms of any of the programs prescribed in this Community Improvement Plan and their application to specific target area, and make modifications to the boundaries of the target area without amendment to the Plan, provided that the general intent of the Plan is maintained.

Minor revisions, once approved by Council, will be forwarded to the Ministry of Municipal Affairs and Housing for their information.

Additions of other community improvement project areas and additions off grant or loan programs shall require an amendment to this Plan in accordance with the Planning Act.
APPENDIX A

Municipal Incentive Grant Program
Administration

Step 1 – Application Submission

Only owners of properties are eligible to apply for this program.

Applicants will be required to have a pre-application consultation meeting with City staff in order to determine program eligibility, proposed scope of work, project timing and preliminary development concept including proposed building size, height and density, number of residential units, gross floor area of residential and commercial space and other project details. This pre-application meeting shall occur prior to commencement of any works to which the development charge grant will apply.

City staff will perform an initial site visit(s) and inspection(s) of the building/property (as necessary).

Before accepting an application, City staff will screen the proposal and application. If the application is not within the Community Improvement Project Area, or the application clearly does not meet the program eligibility criteria, the application will not be accepted. If City staff determines that the application is not acceptable for one or more of the above noted reasons, the application will be returned to the applicant with a letter explaining the reason for not accepting the application. Acceptance of the application by the City in no way implies program approval.

The City may request that applications for this program be accompanied by supporting documentation, including but no necessary limited to:

a) a site plan and/or professional design study/architectural drawings;
b) specification of the proposed works including a work plan for the improvements to be completed and construction drawings;
c) professional design study/architectural drawings;
d) estimated project study/architectural drawings;
e) impact studies such as traffic studies and studies of microclimatic conditions (sun, shadow, wind);
f) environmental reports and/or or Record of Site Condition (RSC);
g) a Business Plan; and
h) any other financial information.

Step 2 – Application Review and Evaluation

Applications and supporting materials and documentation are reviewed by City staff against program requirements and application guidelines.

The recommendation on the application will be guided by the City's Site and Building Design Guidelines and any other City
approved guidelines, as amended from time to time, and other appropriate reference material as determined by staff.

For buildings designated under the Ontario Heritage Act, any façade restoration and improvement works should be supported by documentation in the form of historic photographs or drawings clearly showing the features(s) to be restored or reconstructed.

If the application meets the general and program specific requirements and is approved, the Municipal Incentive Grant will be applied at the time a planning approval application is made and/or at the time of issuance of building permit.

A recommendation report will be prepared by City staff. If this report recommends approval of the application, a grant agreement satisfactory to the City Solicitor and City Treasurer will also be prepared. This agreement will contain conditions to ensure that the project is commenced and completed in a timely fashion (or the grant approval is lost). The agreement will be forwarded to the applicant to be dated and signed. Once the signed agreement has been returned to the city, the Council application approval process can commence.

Step 3 – Application Approval

The recommendation report along with the Grant Agreement (if report recommends approval) is forwarded to Council or Council’s designate for consideration. If Council or Council’s designate approves the application and grant agreement, the agreement is executed (signed and dated) by City officials and a copy is provided to the applicant.

Step 4 – Payment

The City will waive the municipal fee normally payable at the time of application and any cash-in-lieu requirements resulting from approvals as the Municipal Incentive Grant. To satisfy the provisions of the agreement associated with the grant, the applicant must provide the City with:

a) photographic evidence of the completed project satisfactory to the City;

b) other documentation proving completion of the project, i.e. engineer’s report (if required); and

c) all final reports and documents are required.

City staff will conduct a final building/site inspection (as necessary) to ensure that the project has been completed in accordance with the grant application and agreement. Once the project is complete and an occupancy permit has been issued, City staff will ensure that all program and grant agreement requirements have been met to the City’s satisfaction.
### Figure A-1  Municipal Incentive Grant Program Administration

<table>
<thead>
<tr>
<th>Step 1 Application</th>
<th>Step 2 Application Review and Evaluation</th>
<th>Step 3 Application Approval</th>
<th>Step 4 Payment</th>
</tr>
</thead>
<tbody>
<tr>
<td>- Pre-application meeting between City Staff and applicant</td>
<td>- Staff check application to ensure conformity with all program eligibility requirements and City guidelines.</td>
<td>- A recommendation report and the grant agreement are forwarded to Council or Council's designate for consideration.</td>
<td>- The application provides the City with proof of completion of project, including:</td>
</tr>
<tr>
<td>- Staff inspects building/site (if necessary)</td>
<td>- Staff review and evaluate application and supporting documentation.</td>
<td>- If Council or Council's designate approved the grant application and agreement, the agreement is executed by City official and a copy is provided to the applicant.</td>
<td>a) photographic evidence of completed project satisfactory to City;</td>
</tr>
<tr>
<td>- If proposal is eligible for funding, applicant is provided with:</td>
<td>- Planning application fees are waived at time of application.</td>
<td></td>
<td>b) other documentation proving completion of the project, i.e. engineer's report (if required);</td>
</tr>
<tr>
<td>a) Program Guide;</td>
<td>- Staff prepare report to Council including recommendation with regard to municipal application fees grant and a grant agreement.</td>
<td></td>
<td>c) all final reports and documentation as required.</td>
</tr>
<tr>
<td>b) Application Form;</td>
<td>- Grant agreement is signed by applicant and returned to City Staff</td>
<td></td>
<td>- Staff conduct building/site inspection of occupied buildings (if necessary).</td>
</tr>
<tr>
<td>c) Site and Building Design Guidelines</td>
<td></td>
<td></td>
<td>- Staff review all final reports and documentation submitted for conformity with program and grant agreement requirements.</td>
</tr>
</tbody>
</table>

- Applicant submits application including all required supporting documentation
APPENDIX B

Development Charges
Grant Program Administration

Step 1 – Application Submission

Only owners of properties are eligible to apply for this program. Applicants will be required to have a pre-application consultation meeting with City staff in order to determine program eligibility, proposed scope of work, project timing, and preliminary development concept including proposed building size, heights and density, number of residential units, gross floor area or residential and commercial space and other project details. This pre-application meeting shall occur prior to commencement of any works to which the development charge grant will apply.

City staff will perform an initial site visit(s) and inspection(s) of the building/property (as necessary).

Before accepting an application, City staff will screen the proposal and application. If the application is not within the Community Improvement Project Area, or the application clearly does not meet the program eligibility criteria, the application will not be accepted. If City staff determines that the application is not acceptable for one or more of the above noted reasons, the application will be returned to the applicant with a letter explaining the reason for not accepting the application. Acceptance of the application by the City in no way implies program approval.

The City may require that application for this program be accompanied by supporting documentation, including but not necessarily limited to:

a) a site plan and/or professional design study/architectural drawings;
b) specification of the proposed works including a work plan for the improvements to be completed and construction drawings;
c) professional design study/architectural drawings;
d) estimated project construction costs, including a breakdown of said costs;
e) impact studies such as traffic studies and studies of microclimatic conditions (sun, shadow, wind)
f) environmental reports and/or a Record of Site Conditions (RSC);
g) a Business Plan; and
h) any other financial information.
Step 2 – Application Review and Evaluation

Applications and supporting materials and documentation are reviewed by City staff against program requirements and application guidelines.

The recommendation on the application will be guided by the City's Site and Building Design Guidelines and any other City approved guidelines, as amended from time to time, and other appropriate reference material as determined by staff.

For buildings designated under the Ontario Heritage Act, any facade restoration and improvement works should be supported by documentation the form of historic photographs or drawings clearly showing the features(s) to be restored or reconstructed.

If the applicant meets the general program specific requirements and is approved the 50% Development Charge Grant will be applied at the time that development charges are normally paid, i.e., at issuance of building permit.

A recommendation report will be prepared by City staff regarding the 50% development charge equivalent grant. If this report recommends approval of the application, a grant agreement satisfactory the City Solicitor and City Treasurer will also be prepared. This agreement will contain condition to ensure that the project is commenced and completed in a timely fashion (or the grant approval is lost). This agreement will be forwarded to the applicant to be dated and signed. Once the signed agreement has been returned to the City, the Council application approval process can commence.

Step 3 – Application Approval

The recommendation report along with the grant agreement (if report recommends approval) is forwarded to Council or Council's designate for consideration. If Council or Council's designate approved the application and grant agreement, the agreement is executed (signed and dated) by City officials and a copy is provided to the applicant.

Step 4 – Payment

The City will defer payment of the development charges normally payable at the time of building permit issuance. Prior to payment of the grant (if applicable), the applicant must provide the City with:

a) photographic evidence of the completed project satisfactory to the City;

b) other documentation proving completion of the project, i.e. engineer's report (if required);

c) all final reports and documentation as required.

City staff will conduct a final building/site inspection (as necessary) to ensure that the project has been completed in accordance with the grant application and agreement. Once the project is complete and an occupancy permit has been issued, City staff will ensure that all program and grant agreement requirements have been met to the City's satisfaction. The City Treasurer will then issue payment of the applicable development charges to the appropriate Development Charges Fund.
## Figure B-1 Development Charge Exemption Program Administration

<table>
<thead>
<tr>
<th>Step 1 Application</th>
<th>Step 2 Application Review and Evaluation</th>
<th>Step 3 Application Approval</th>
<th>Step 4 Payment</th>
</tr>
</thead>
<tbody>
<tr>
<td>• Pre-application meeting between City Staff and applicant</td>
<td>• Staff check application to ensure conformity with all program eligibility requirements and City guidelines.</td>
<td>• A recommendation report and the grant agreement are forwarded to Council or Council's designate for consideration.</td>
<td>• The application provides the City with proof of completion of project, including:</td>
</tr>
<tr>
<td>• Staff inspects building/site (if necessary)</td>
<td>• Staff review and evaluate application and supporting documentation.</td>
<td>• If Council or Council's designate approved the grant application and agreement, the agreement is executed by City official and a copy is provided to the applicant.</td>
<td></td>
</tr>
<tr>
<td>• If proposal is eligible for funding, applicant is provided with:</td>
<td>• Development charge deferral is applied at time of building permit issuance.</td>
<td>• Photographs evidence of completed project satisfactory to City;</td>
<td></td>
</tr>
<tr>
<td>a) Program Guide;</td>
<td>• Staff determines if application meets requirement for development charge equivalent grant.</td>
<td>e) other documentation proving completion of the project, i.e. engineer’s report (if required);</td>
<td></td>
</tr>
<tr>
<td>b) Application Form;</td>
<td>• Staff prepare report to Council including recommendation with regard to development charge grant and a grant agreement.</td>
<td>f) all final reports and documentation as required.</td>
<td></td>
</tr>
<tr>
<td>c) Site and Building Design Guidelines</td>
<td>• Grant agreement is signed by applicant and returned to City Staff</td>
<td>• Staff conduct building/site inspection of occupied buildings (if necessary).</td>
<td></td>
</tr>
<tr>
<td>• Applicant submits application including all required supporting documentation</td>
<td></td>
<td>• Staff review all final reports and documentation submitted for conformity with program and grant agreement requirements.</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>• Payment of the applicable development charges to the Development Charges Fund is made from the Affordable Housing Partnership Reserve.</td>
<td></td>
</tr>
</tbody>
</table>
APPENDIX C

Affordable Housing Tax Increment Based Grant Administration

Step 1 Application Submission

Applicants will be required to have a pre-application consultation meeting with City staff in order to determine program eligibility, proposed scope of work, and project timing, among other details. City staff will perform an initial site visit(s) and inspection(s) of the building/property (if necessary).

Before accepting an application, City staff will screen the proposal and application. If the application is not within the Community Improvement Project Area, or the application clearly does not meet the program eligibility criteria, the application will not be accepted. If staff determines that the application is not acceptable for one or more of the above noted reasons, the application will be returned to the applicant with a letter explaining the reason for not accepting the application. Acceptance of the application by the City in no way implies program approval.

The City may request that applications for this program be accompanied by supporting documentation, including but not necessarily limited to:

a) a site plan and/or professional design study/architectural drawings;

b) specification of the proposed works including a work plan for the improvements to be completed and construction drawings;

c) professional design study/architectural drawings;

d) estimated project construction costs, including a breakdown of said costs;

e) impact studies such as traffic studies and studies of microclimatic conditions (sun, shadow, wind);

f) environmental reports and/or a Record of Site Condition (RSC);

g) a Business Plan; and,

h) any other financial information.

Step 2 Application Review and Evaluation

Applications and supporting materials and documentation are reviewed by City staff against program requirements and applicable City guidelines. City staff will determine the eligible works and costs. The determination of eligible works and costs and the recommendation on the application will be guided by the City’s Site and Building Design Guidelines and any other City approved guidelines, as amended from time to
time, and other appropriate reference material as determined by staff.

For buildings designated under the Ontario Heritage Act, the façade restoration and building improvement works should be supported by documentation in the form of historic photographs or drawings clearly showing the feature(s) to be restored or reconstructed.

As an option, City staff will utilize the actual pre-project City property taxes and estimated post-project assessed value and applicable tax rates to calculate the estimated post-project property taxes, increase in City property taxes, and the estimated annual and total grant amount to be provided.

A recommendation report will be prepared by City staff. If this report recommends approval of the application, a grant agreement satisfactory to the City Solicitor and City Treasurer will also be prepared. This agreement will contain conditions to ensure that the project is commenced and completed in a timely fashion. This agreement will be forwarded to the applicant to be dated and signed. Once the signed agreement has been returned to the City, the Council application approval process can commence.

Step 3 Application Approval

The recommendation report along with the grant agreement (if report recommends approval) is forwarded to Council or Council’s designate for consideration. If Council or Council’s designate approves the application and grant agreement, the agreement is executed (signed and dated) by City officials and a copy is provided to the applicant.

Step 4 Payment

Prior to payment of the grant, the applicant must provide the City with:

a) photographic evidence of the completed project satisfactory to the City;

b) other documentation proving completion of the project, e.g., engineer’s report (if required);

c) all final reports and documentation as required.

City staff will conduct a final building/site inspection (as necessary) to ensure that the project has been completed in accordance with the grant application and agreement.

Once the project is complete, an occupancy permit has been issued, and the property has been re-valued by the Municipal Property Assessment Corporation, the property owner will be sent a new tax bill. After the property owner has paid in full the new property taxes for one (1) year, the City will check to ensure that:

a) the applicant has not filed any assessment appeals; and,

b) all program and grant agreement requirements have been met.
If all program and grant agreement requirements have been met to the City's satisfaction, then the City will calculate the actual tax increment and grant payment. The City will then issue payment of the grant in the form of a cheque in the amount specified as per the calculation of the actual grant payment.

City staff will monitor the project, periodically checking that the project is in compliance with all program and grant agreement requirements. City staff will take appropriate remedies as specified in the grant agreement if the applicant defaults on the agreement.
<table>
<thead>
<tr>
<th>Step 1</th>
<th>Step 2</th>
<th>Step 3</th>
<th>Step 4</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Application Submission</strong></td>
<td><strong>Application Review and evaluation</strong></td>
<td><strong>Application Approval</strong></td>
<td><strong>Payment</strong></td>
</tr>
<tr>
<td>Pre-application meeting between City staff and applicant.</td>
<td>Staff checks application to ensure conformity with all program eligibility requirements.</td>
<td>A recommendation report and the grant agreement are forwarded to Council or Council's designate for consideration.</td>
<td>Applicant provides the City with proof of completion of project, including:</td>
</tr>
<tr>
<td>Staff inspects building/site (if necessary).</td>
<td>Staff review and evaluate application and supporting documentation.</td>
<td>If Council or Council's designate approves the grant application and agreement, the agreement is executed by City officials and a copy is provided to the applicant.</td>
<td>a) photographic evidence of the completed project satisfactory to City;</td>
</tr>
<tr>
<td>If proposal is eligible for funding, applicant is provided with:</td>
<td>(Optional) Staff calculates an estimated City tax increment, annual grant and total grant amount based on estimated post-project assessed value.</td>
<td></td>
<td>b) actual cost of project;</td>
</tr>
<tr>
<td>a) Program Guide;</td>
<td>Staff prepares report to Council including recommendation and grant agreement.</td>
<td></td>
<td>c) other documentation proving completion of the project, e.g., engineer's report (if required);</td>
</tr>
<tr>
<td>b) Application Form;</td>
<td>Grant agreement is signed by applicant and returned to City staff.</td>
<td></td>
<td>d) all final reports and documentation as required.</td>
</tr>
<tr>
<td>c) Site and Building Design Guidelines.</td>
<td></td>
<td></td>
<td>Staff conduct building/site inspection (if necessary).</td>
</tr>
<tr>
<td>Applicant submits application including all required supporting documentation.</td>
<td></td>
<td></td>
<td>Staff review all final reports and documentation submitted for conformity with program and grant agreement requirements.</td>
</tr>
<tr>
<td>Application fee is collected (if applicable).</td>
<td></td>
<td></td>
<td>After property re-valuation by MPAC and once property taxes have been paid in full for 1 year, staff check to ensure applicant has not filed any assessment appeals and all program and grant agreement requirements have been met.</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Staff calculates actual grant payment.</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Payment of approved grant is made to applicant or assignee.</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Each year, grant payment is recalculated and made to applicant or assignee after City checks to ensure all program and grant agreement requirements have been met.</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Project is monitored to ensure all program and grant agreement requirements continue to be met.</td>
</tr>
</tbody>
</table>
SCHEDULE "O - 2"

This document has not been submitted and may be incomplete.

LRO # 45 Charge/Mortgage

PropertieS

FN
28107 - 0319 LT

Interest/Estate
Fees Simple

Description
PT LT 4 N OF EDINBURGH ST & W OF GEORGE ST PL 1 TOWN OF
PETERBOROUGH AS IN RG 47765 AND RG 47767; CITY OF PETERBOROUGH

Address
188 198 EDINBURGH STREET
PETERBOROUGH

Chargr(s)

The charger(s) hereby charges the land to the chargee(s). The charger(s) acknowledges the receipt of the charge and the standard
charge terms, if any.

Name
MOLONEY PROJECT DEVELOPMENT CORPORATION

Acting as a company

Address for Service
676 Red Pine Lane
BRIDGENORTH, ON K0L 1H0

I, Glenn Robert Moloney (President) and Francis Joseph Moloney (Treasurer), have the authority to bind the corporation.

This document is not authorized under Power of Attorney by this party.

Chargtee(s)

Capacity
Share

Name
THE CORPORATION OF THE CITY OF PETERBOROUGH

Acting as a company

Address for Service
500 George Street North, Peterborough, Ontario, K9H 3R9

Statements

Schedule: See Schedule

Provisions

Principal
$ 625,000.00

Currency
CDN

Calculation Period
See Schedule

Balance Due Date

Interest Rate
See Schedule

Payments

Interest Adjustment Date

Payment Date
See Schedule

First Payment Date

Last Payment Date

Standard Charge Terms
200033

Insurance Amount
Full insurable value

Guarantor

File Number

Chargor Client File Number:
20153306
Schedule "D-1"

Additional Provisions

1. This charge/mortgage of land (the "Charge") is collateral security for the Affordable Housing Project Facility Agreement made between the Chargor and the Corporation the City of Peterborough ("the Chargee"), dated the 4th day of August, 2015, under which the City contributed the amount of Nine Hundred and Twenty-Five Thousand Dollars ($925,000.00) towards the Project in relation to the Property, registered on April 11, 2016 in the Land Titles Office at Peterborough (No. 45) as Instrument No. ** and is in addition to and not in substitution for any other security held by the Chargee for all or any part of the monies secured under this Charge.

2. It is understood and agreed that the Chargee may pursue its remedies under this Charge or under any other security, concurrently or successively, at its option. The Chargee shall act reasonably and in good faith in considering the course of action to be taken with respect to the pursuit of its remedies.

3. It is hereby mutually covenanted and agreed by and between the parties hereto that all erections and improvements fixed or otherwise now on or hereafter put upon the premises described in Schedule "K" of the Agreement, including but without limiting the generality of the foregoing, all fences, heating, piping, plumbing, aerials, air-conditioning, ventilating, lighting and water heating equipment, window blinds, radiators and covers, fixed mirrors, fitted blinds, storm windows and storm doors, window screens and screen doors, shutters and awnings, floor coverings and all apparatus and equipment appurtenant thereto, are and shall, in addition to other fixtures thereon, be and become fixtures and an accession to the freehold and a part of the realty as between the parties hereto, their heirs, executors, administrators, successors, legal representatives and assigns and all persons claiming by, through or under them and shall be a portion of the security for the indebtedness herein mentioned.

4. In the event of a breach of the terms of the Security Agreement attached to the Agreement as Schedule D3 or the Assignment of Rents attached to the Agreement as Schedule D2 being given by the Chargor to the Chargee simultaneously with this Charge, the principal balance then outstanding, together with any other amounts payable pursuant to the terms of this Charge, shall forthwith become due and payable at the option of the Chargee and all powers conferred by this Charge shall become exercisable by the Chargee.

5. With respect to amount advanced by the Chargee:

(a) Prior to the Interest Adjustment Date, interest shall accrue on the total of the amount or amounts advanced by the Chargee to the Chargor under the Agreement at the rate of eight per cent (8%) per annum. The interest so calculated shall compound semi-annually, not in advance, until the Interest Adjustment Date.

(b) On the Interest Adjustment Date, the amount of interest accrued shall be forgiven, provided that the Chargor has satisfied all requirements as set out in Section 3 of the Agreement.

(c) With effect from the Interest Adjustment Date, the interest rate shall be the higher of the average posted rate offered by major Canadian lending institutions for a commercial first mortgage having a five (5) year term, plus two per cent (2%) or the interest rate applicable to the Permitted Encumbrances registered against title to the property, plus two per cent (2%).
(d) Both the Funds and interest rate stipulated in Section 5(c) shall be fully forgiven on the last day of the month at the end of the term of the Agreement, provided that the Chargor has fulfilled all the requirements of the Program as set out in the Agreement.

(e) In the event of default by the Chargor prior to the end of the term of the Agreement, the City may exercise any of its remedies as set out in the Agreement, and may, at its option, declare the Funding then advanced, together with all other moneys owing to the City under the Agreement, due and payable forthwith.

6. The Chargor covenants with the Chargee that upon request in writing from the Chargee, it will provide the Chargee, within thirty (30) days of receipt of such request, a schedule containing the names of all tenants in the building constructed on the Property, accompanied by a certificate of an officer of the Chargor confirming the terms of all existing leases, that the same are in full force and effect, that the Chargor has complied with all terms thereof, and that the Chargor will not amend, modify or cancel any lease or receive any prepayment of rent other than the current and last month's rent without the prior written consent of the Chargee, that there are no outstanding set-offs or equities disclosed or undisclosed as between the Chargor and the tenants, that no money other than a maximum of two (2) months rent has been prepaid by the tenants to the Chargor, and that the tenants are aware of the assignment by the Chargor of all rents and leases affecting the Property.

7. The Chargor covenants with the Chargee that if the Chargee makes any payment, in connection with the determination, establishment or preservation of its priority, whether such payment is made to a lien claimant or other person claiming an interest in the Property or is paid into court, then the amount or amounts so paid and all costs, charges and expenses incurred in connection therewith shall be forthwith payable to the Chargee by the Chargor and shall be a charge on the Property and shall be added to the debt hereby secured and shall bear interest at the said rate, and in default of payment, the power of sale and other remedies hereunder may be exercised. It is further agreed that the Chargee shall not become a mortgagee in possession by reason only of exercising any of the rights given to them under this paragraph or in making any payment to preserve, protect or secure the Property.

8. The Chargor covenants with the Chargee that in the event of the Chargor selling, conveying, transferring or entering into an agreement for the sale or transfer of title of the Property to a purchaser or transferee not approved in writing by the Chargee, which approval may be unreasonably withheld, all monies hereby secured with accrued interest thereon, at the option of the Chargee, shall forthwith become due and payable.

9. Subject to the renewals, replacements and consolidations permitted in paragraph 14 below, the Chargor shall not further mortgage or encumber the Property without the prior written approval of the Chargee.

10. The Chargor covenants and agrees at all times during the term hereof to take out and keep in full force and effect the following policies as outlined in Article 10.0:

10.1 Building-in-Court-of-Construction Insurance. During the period of construction including demolition or construction on the Project, the Proponent shall effect, maintain or cause to be maintained and keep in force, until completion of such work, including demolition, repair, alterations, construction, additions and/or renovations, insurance insuring the City and the Proponent and their employees and all those for whom they are at law
responsible (without rights of cross-claim as between the City and the Proponent) from damage to the Project from time to time during the work, including demolition and construction (which may be by policies effective from time to time covering the risks during different phases of the work, demolition and construction) by a Builders' Insurance Policy including resultant damage for error or design and faulty workmanship and, to the extent available and as would be obtained by a prudent owner of such a Project, to the replacement cost thereof.

10.2 "All Risks" Property Insurance. Except as to any portion of the Project under construction which is insured by the insurance coverage provided pursuant to Subsection 12.2, the Proponent shall, at all times during the Affordability Period, insure and keep insured the Project and all other insurable property belonging to the Proponent and from time to time located on the Project in an amount not less than the replacement cost thereof against loss or damage by perils of "all risks" (being the perils from time to time included in the standard "all risk" policy and to the extent available and as would be obtained by a prudent owner of such a Project. If a separate policy of insurance is maintained for the boilers and pressure vessels, the policies will include a Joint Loss Agreement between Insurers. The boiler and machinery coverage shall be on a repair and replacement basis, in an amount to reflect the replacement cost of the building and the contents and equipment located on the premises. The City will be included as joint loss payee on the insurance policies required in Sections 10.2 and 10.3.

10.3 Public Liability Insurance. The Proponent shall, at all times during the term of this Agreement, maintain or cause to be maintained comprehensive Commercial General Liability insurance including contractual liability on an occurrence basis against claims for personal or bodily injury, death or property damage suffered by others arising in connection with the Project or out of the operations of the Proponent or its sublessees in, on or about the Project, indemnifying and insuring the City and the Proponent and their employees and all others for whom each of them is at law responsible in such amounts and to such extent as a prudent owner of such a Project would, from time to time, carrying (which amount shall initially be no less than Five Million Dollars ($5,000,000.00) and be written on Wrap Up form during any period of construction and thereafter not less than Five Million Dollars ($5,000,000.00) for any personal or bodily injury, death, property damage or other claim in respect of any one accident or occurrence) and, without limiting the generality of the foregoing, with provisions for cross-liability and severability of interests. During the course of the work or any other construction, the liability insurance required under this Article shall relate to property damage, death or injury arising out of the performance or non-performance of the work or any other construction or related work and shall include non-owned automobile liability insurance. All liability insurance policies shall cover the costs of defense or adjustment of claims over and above money limitations of the policies. The City will be included as an additional-named insured on the Commercial General Liability insurance policies which is to be maintained by the Proponent following the completion of construction.

10.4 Professional Liability Insurance. The Proponent shall provide Professional Liability Insurance having a limit of not less than $2,000,000 per claim with a $4,000,000 aggregate; or alternatively, the shall purchase and maintain in force for the duration of the project, single project or site specific Professional Errors & Omissions Liability Insurance with limits dedicated to the project and having an inclusive limit of not less than $2,000,000 per claim. If the Project or Work involves construction, the coverage will include a two-year maintenance period following substantial performance.

10.5 Standard Form Automobile Liability Insurance. The Proponent shall provide the Standard Form Automobile Liability Insurance that complies with all
requirements of the current legislation of the Province of Ontario having an inclusive limit of not less than:

(a) Where the contract will involve the use of one or more automobiles or any combination of automobiles and towed vehicles having in any case a combined aggregate weight of 5 tonnes or more before loading, $2,000,000 per occurrence;

10.6 Other Insurance. The Proponent shall maintain, or cause to be maintained, and shall keep in force during the Affordability Period such other insurance as may be reasonably required from time to time.

10.7 Copies of Policies. The Proponent shall deliver certificates of all insurance to the City forthwith.

10.8 Copies of Policies and Approval of Policies. The Proponent shall deliver certificates of insurance to the City, including the renewal or the replace of the insurance policies, without request or demand by the City.

10.9 City Approval. The City, acting reasonably, shall have the right, but not the obligation, to approve of the insurers and the insurance policies carried by the Proponent, including the limits of coverage and the provisions thereof.

10.10 Non-Cancellation. Each of the policies of insurance provided pursuant to this Article shall contain an agreement by the insurer to the effect that it will not cancel or alter or materially change the policies, whether by reason of non-payment of premium, non-fulfillment of condition or otherwise, except after thirty (30) days' prior written notice to the City.

10.11 Premiums and Evidence of Payment Thereof. The Proponent shall duly and punctually pay or cause to be paid all premiums and other sums of money payable for maintaining the insurance to be provided pursuant to this Article. The Proponent will produce to the City as soon as reasonably feasible, and in any event within ten (10) clear days prior to the expiry or any policy of insurance placed pursuant to this Article, evidence of the renewal or replacement of such insurance.

10.12 City’s Right to Insure. The Proponent shall advise the City of any cancellation, material alteration or lapse of any policies of insurance required to be provided hereunder. If the Proponent fails to effect and keep such insurance in force, or if such insurance is in an amount less than the amount required under this Article, the City shall have the right, upon notice to the Proponent and without assuming any obligation in connection therewith, to effect such insurance at the cost of the Proponent and all outlays by the City shall be payable by the Proponent to the City forthwith upon demand without prejudice to any other rights and recourses of the City hereunder. No such insurance taken out by the City shall relieve the Proponent of its obligations to insure hereunder and the City shall not be liable for any loss or damage suffered by the Proponent in connection therewith.

10.13 Loss or Damage. The City shall not be liable for any death or injury arising from, or out of any occurrence in, upon, at, or relating to the Project, or damage to property of the Proponent, or of others located on the Project, nor shall it be responsible for any loss of or damage to any property of the Proponent or others from any cause, unless and to the extent that any such death, injury, loss or damage, results from the negligence of the City, its agents, employees, contractors, or others for whom it may in law be responsible. Without limiting the generality of the foregoing, the City shall not be liable for any injury or damage to persons or property resulting from fire, explosion, falling plaster, falling ceiling tile, falling fixtures, steam, gas, electricity, water, rain, flood, snow or leaks from any part of the Project or
from the pipes, sprinklers, appliances, plumbing works, roof, windows or
subsurface of any floor or ceiling of the building or from the street or any
other place or by dampness or by any other cause whatsoever. The City
shall not be liable for any such damage caused by other Persons on the
Project or by occupants of adjacent property thereto, or the public, or
cased by construction or by any private, public or quasi-public work. All
property of the Proponent kept or stored on the Project shall be so kept or
stored at the risk of the Proponent only and the Proponent releases and
agrees to indemnify the City and save it harmless from any claims arising
out of any damage to the same, including, without limitation, any
subrogation claims by the Proponent’s insurers.

10.14 Workplace Safety and Insurance Board Coverage. The Proponent agrees
to obtain for its employees and to require all designated contractors, all
other contractors, sub-contractors, suppliers and/or tradesmen while
working on the site, engineers, architects, consultants and other persons
Workplace Safety and Insurance Board coverage and to ensure that such
coverage continues in effect throughout the period of work.

10.15 Additional Insurance. It shall be the sole responsibility of the Proponent to
determine what additional insurance coverage, if any, are necessary and
advisable for its own protection and/or to fulfill its obligation under this
Agreement. Any such additional insurance shall be maintained and
provided at the sole expense of the Proponent.

11. (a) To the best of the Chargor’s knowledge and belief, the Property
contain no asbestos, urea formaldehyde insulation, polychlorinated
biphenyls (PCB’s), radioactive substances or other materials
decided to be hazardous under any applicable environmental
legislation, there are no outstanding orders or notices and any
required permits or licences are in good standing.

(b) The Chargor, at its sole cost and expense, shall comply, or cause its
tenants, agents, and invitees, at their sole cost and expense, to
comply with all federal, provincial and municipal laws, rules,
regulations and orders, with respect to the discharge and removal of
hazardous or toxic wastes, and with respect to the discharge of
contaminants into the natural environment. The Chargor shall pay
immediately when due the cost of removal of any such wastes and
the cost of any improvements necessary to deal with such
contaminants and keep the Property free and clear of any lien
imposed pursuant to such laws, rules and regulations. In the event
the Chargor fails to do so, after notice to the Chargor and the
expiration of the earlier of (i) any applicable cure period under the
Charge or (ii) the cure period under the applicable law, rule,
regulation or order, the Chargee at its sole option may declare the
Charge to be in default.

(c) The Chargor shall indemnify and hold the Chargee harmless from
and against all losses, costs, damages or expenses (including,
without limitation, legal fees and costs incurred in the investigation,
defense and settlement of any claims) relating to the presence of any
hazardous waste or contaminant referred to herein.

12. The Chargee or its agents may, at any time, before and after default, and
for any purpose deemed necessary by the Chargee, enter upon the
Property to inspect the lands and buildings thereon.

Without limiting the generality of the foregoing, the Chargee or its agents
may enter upon the Property to conduct any environmental testing, site
assessment, investigation or study deemed necessary by the Chargee and
the reasonable cost of such testing, assessment, investigation or study, as
the case may be, shall be payable by the Chargor forthwith and shall be a charge upon the said Property. The exercise of any of the powers enumerated in this paragraph shall not doom the Chargee or its agents to be in possession, management or control of the said lands and buildings.

13. At any time after the security hereby constituted becomes enforceable, or the moneys hereby secured shall have become payable, the Chargee may appoint in writing a receiver or receiver-manager (the "Receiver") of the Property, with or without bond, and may from time to time remove the Receiver and appoint another in its stead, and any such Receiver appointed hereunder shall have the following powers:

(a) To take possession of the Property and to collect the rents and such property, undertaking and assets of the Chargor assigned and/or charged to the Chargee herein and for such purpose to enter into and upon any lands, buildings and premises and for such purpose to do any act and take any proceedings in the name of the Chargor or otherwise as it shall deem necessary, specifically including, but not limited to managing, operating, repairing, altering or extending the Property or any part thereof;

(b) To employ and discharge agents, workmen, accountants and others upon such terms and with such salaries, wages or remuneration as it shall think proper, to repair and keep in repair the Property and to do all necessary acts and things for the protection of the said Property;

(c) To sell or lease or concur in selling or leasing any or all of the Property, or any part thereof, and to carry any such sale or lease into effect by conveying in the name of or on behalf of the Chargor or otherwise, and any such sale may be made either at public auction or private sale as seen fit by the Receiver and any such sale may be made from time to time as to the whole or any part or parts of the Property and the Receiver may make any stipulations as to title or conveyance or commencement of title or otherwise which it shall deem proper and it may buy or rescind or vary any contracts for the sale of any part of the Property and may resell the same and it may sell any of the same on such terms as to credit or part cash and part credit or otherwise as shall appear in its sole opinion to be most advantageous and at such prices as can reasonably be obtained thereof and in the event of a sale on credit, neither the Receiver nor the Chargee shall be accountable for or charged with any moneys until actually received;

(d) To make any arrangement or compromise which the Receiver may think expedient in the interest of the Chargee and to consent to any modification or change in or omission from the provisions of this Charge and to exchange any part or parts of the Property for any other property suitable for the purposes of the Chargee and upon such terms as may seem expedient and either with or without payment or exchange of money or regard to the equality of the exchange or otherwise;

(e) To borrow money to carry on the operations of the Chargor at the Property and to charge the whole or any part of the Property in such amounts as the Receiver may from time to time deem necessary, and in so doing the Receiver may issue certificates that may be payable when the Receiver thinks expedient and shall bear interest as stated therein and the amounts from time to time payable under such certificates shall constitute a Charge against the Property in priority to this Charge;
(f) To execute and prosecute all suits, proceedings and actions which the Receiver, in its opinion, considers necessary for the proper protection of the Property, and to defend all suits, proceedings and actions against the Chargor or the Receiver, to appear in and conduct the prosecution and defense of any suit, proceeding or action then pending or thereafter instituted and to appeal any suit, proceeding or action;

(g) To execute and deliver to the purchaser of any part or parts of the Property, good and sufficient deeds for the same, the Receiver hereby being constituted the irrevocable attorney of the Chargor for the purpose of making such sale and executing such deed, and any such sale made as aforesaid shall be a perpetual bar both in law and equity against the Chargor, and all other persons claiming the said Property or any part or parcels thereof by, from, through or under the Chargor, and the proceeds of any such sale shall be distributed in the manner hereinafter provided;

(h) The net profits of the operations of the Chargor at the Property and the net proceeds of any sale of the Property or part thereof shall be applied by the Receiver, subject to the claims of any creditor ranking in priority to this Charge:

(i) Firstly, in payment of all costs, charges and expenses of and incidental to the appointment of the Receiver and the exercise by it of all or any of the powers aforesaid, including the reasonable remuneration of the Receiver and all amounts properly payable by it;

(ii) Secondly, in payment of all costs, charges and expenses payable hereunder;

(iii) Thirdly, in payment to the Chargee of the principal sum owing hereunder;

(iv) Fourthly, in payment to the Chargee of all interest and accretions of interest, if any, and any other monies remaining unpaid hereunder; and

(v) Fifthly, any surplus shall be paid to the Chargee, provided that in the event any party claims a Charge against all or a portion of the surplus, the Receiver shall make such disposition of all or a portion of the surplus as the Receiver deems appropriate in the circumstances.

(l) During any period wherein the Chargee or any receiver or receiver and manager appointed by it shall manage the Property or any part thereof, upon or after entry, as provided herein, the Chargee shall not, nor shall any receiver or receiver and manager, be responsible or liable for any debts contracted by it, for damages to any other property or person, or for salaries or non-fulfillment of any contract, save and except as to claims at law or in equity to an accounting and the Chargee shall not be bound to do, observe, or perform or to see the observance or performance by the Chargor of any of the obligations herein imposed upon the Chargor or in any other way supervise or interfere with the conduct of the Chargor's operations of the Property;

(j) The Chargee shall not be liable to the Receiver for his remuneration, costs, charges or expenses, and the Receiver shall not be liable for any loss howsoever arising, unless the same shall be caused by his own gross negligence or willful default and he shall, when so
appointed, by notice in writing pursuant hereto, be deemed to be the
agent of the Chargor, and the Chargor shall be solely responsible for
his acts and defaults and for his remuneration;

(k) Save as to claims for an accounting contained in this paragraph, the
Chargor hereby releases and discharges any such Receiver from
every claim of every nature, whether sounding in damages or not,
which may arise or be caused to the Chargor or any person claiming
through or under it by reason or as a result of anything done by such
Receiver, unless such claim be in direct and proximate result of
dishonesty or fraud;

(l) The Chargee may, at any time and from time to time, terminate any
Receiver by notice in writing to the Chargor and to the Receiver;

(m) The statutory declaration of an employee or agent of the Chargee as
to default under the provisions of this Charge and as to the due
appointment of the Receiver pursuant to the terms hereof shall be
sufficient proof thereof for the purposes of any person dealing with
the Receiver through its ostensibly exercising powers herein
provided for and such dealing shall be deemed, as regards such
person, to be valid and effectual;

(n) The rights and powers conferred herein in respect of the Receiver
are supplemental to and not in substitution of any other rights and
powers which the Chargee may have.

14. The Charge is hereby postponed to the mortgages registered against the
Property as of the date of registration of this Charge and shall be continued
to be postponed to any renewal or replacement or consolidation of such
mortgage, but only to the extent that the total amount of the mortgages
registered against the Property as of the date of any renewal or replacement
or consolidation is not greater than the total costs of the Development
Activities incurred in connection with the Project as defined in the
Agreement and with or without an increased rate of interest.
LRO #45  Notice Of Assignment Of Rents-General
This document has not been submitted and may be incomplete.

Properties

PIN 28107 - 0319 LT
Description PT LT 4 N OF EDINBURGH ST & W OF GEORGE ST PL 1 TOWN OF PETERBOROUGH AS IN RG47766 AND RG47767; CITY OF PETERBOROUGH
Address 188 180 EDINBURGH STREET PETERBOROUGH

Applicant(s)

The assignor(s) hereby assigns their interest in the rents of the above described land. The notice is based on or affects a valid and existing estate, right, interest or equity in land.

Name MOLOYNE PROJECT DEVELOPMENT CORPORATION
Acting as a company
Address for Service 676 Red Pine Lane
Bradenton, ON L0L 1H0

I, Glenn Robert Moloney, President, and Francis Joseph Moloney, Treasurer, have the authority to bind the corporation.

This document is not authorized under Power of Attorney by this party.

Party To(s)

<table>
<thead>
<tr>
<th>Name</th>
<th>Capacity</th>
<th>Share</th>
</tr>
</thead>
<tbody>
<tr>
<td>THE CORPORATION OF THE CITY OF PETERBOROUGH</td>
<td>Acting as a company</td>
<td></td>
</tr>
</tbody>
</table>
Address for Service 500 George Street North
Peterborough, ON K9J 3R9

Statements

The applicant applies for the entry of a notice of general assignment of rents.

This notice may be deleted by the Land Registrar when the registered instrument, MOLOYNE 1ST CHARGE to which this notice relates is deleted.

Schedule: See Schedules

File Number

Applicant Client File Number: 20153366
Schedule “D-2”

Assignment of Rents

THIS ASSIGNMENT made this 4th day of August, 2015.

Between:

Moloney Project Development Corporation
(hereinafter called the “Assignor”)  

- and -

The Corporation of The City of Peterborough
(hereinafter called the “Assignee”)  

Whereas:

A. The Assignor is the owner of the Property known municipally as 188 – 198 Edinburgh Street, Peterborough, subject to a charge to the Assignee of even date (the “Charge”) given by the Assignor to the Assignee, registered on April 11, 2016 as Instrument No. [insert number];

B. The Assignor has leased or granted a right of use, occupation or license with respect to parts of the Property and will from time to time lease or grant a right of use, occupation or licence with respect to parts of the Property.

Now therefore, the Assignor and the Assignee agree with each other as follows:

1. In consideration of Two Dollars ($2.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the Assignee, the Assignor hereby assigns, transfers and sets over unto the Assignee, its successors and assigns, as security for payment of the principal and interest and other moneys secured by the Charge and for performance of the obligations of the Assignor thereunder, all rents, charges and other moneys (the “Rents”) now due and payable or hereafter to become due and payable,

   (a) under every existing and future lease of and agreement to lease the whole or any portion of the Property,

   (b) under every existing and future tenancy, use, occupation or licence granted by the Assignor, its successors and assigns, in respect of the whole or any portion of the Property, whether or not pursuant to a lease, agreement to lease or licence, and

   (c) under every existing and future guarantee of all or any of the obligations of existing or future tenants, users, occupiers or licensees of the whole or any portion of the Property,

including all rents and other moneys under every lease, agreement to lease, use, occupancy, licence and guarantee (the “Leases”), with full power and authority to demand, collect, sue for, recover, receive and give receipts for the Rents, and to enforce payment of the same in the name of the Assignor, its successors and assigns, or otherwise.

2. The Assignor shall be permitted to collect and receive the Rents as and when the same shall become due and payable according to the terms of the
Leases, unless and until the Assignor is in default under any of the provisions of the Charge and thereafter, the Assignee shall give notice to the tenant, user, occupier, licencree or guarantor, requiring the same to pay the Rents to the Assignee, which notice shall be binding upon the Assignor and may not be contested by it.

3. The Assignor represents, warrants, covenants and agrees that, subject to the provisions of paragraph 9,

(a) none of the Leases or the Assignor's rights thereunder, including the right to receive the Rents, have been or will be amended (except in the ordinary course of business), assigned, encumbered, discounted (save and except in connection with any settlement with a defaulting tenant in the ordinary course of business) or anticipated in priority to this Assignment, without the prior written consent of the Assignee;

(b) it has not and will not do or omit to do any act having the effect of terminating, cancelling or accepting surrender of any of the Leases or of waiving, releasing, reducing or abating any Rent and any rights or remedies of the Assignor or obligations of any other party thereunder or in connection therewith;

(c) none of the rights, remedies and obligations are or will be affected by any reduction, abatement, defence, set-off or counterclaim;

(d) none of the Rents under any of the Leases has been or will be paid in advance, except rent for the ensuing month and rent for the last month of the term of the Lease;

(e) none of the Rents under any of the Leases has been paid prior to the due date for payment thereof;

(f) there has been no default under any of the Leases;

(g) there is no outstanding dispute under any of the Leases between the Assignor and any other party thereto;

(h) each of the Leases is valid, enforceable and in full force and effect;

(i) the Assignor shall observe and perform all of its obligations under the Leases.

4. Nothing herein contained shall have the effect of making the Assignee, its successors or assigns, responsible for the collection of the Rents or any of them or for the performance of any obligations or provisions under or in respect of the Leases or any of them to be observed and performed by the Assignor and the Assignee shall not, by virtue of this Assignment or its receipt of the Rents or any of them, become or be deemed to be a mortgagee in possession and the Assignor shall not be under any obligation to take any action or exercise any remedy in the collection or recovery of the Rents or any of them, or to see to or enforce the performance of the obligations and liabilities of any person under or in respect of the Leases or any of them or to see to or enforce the performance of the obligations and liabilities of any person under or in respect of the Leases or any of them and the Assignor shall be liable to account only for such moneys as shall actually come into its hands, less proper collection charges and such moneys may be applied on account of any indebtedness of the Assignor to the Assignee.

5. In the event the Assignor shall have exercised its rights under paragraph 2 and shall have received any of the Rents and if the Assignor shall cure the default under the Charge which gave rise to such exercise and shall have
resumed collection of the Rents, the Assignee shall provide the Assignor with details of all Rents received by them prior to such resumption.

6. The Assignor covenants and agrees to execute such further assurances as may be reasonably required by the Assignee from time to time to perfect this Assignment and without limiting the generality of the foregoing, upon the request of the Assignee made at any time, it shall assign, transfer and set over unto the Assignee the Leases or such of them so requested by a valid assignment thereof and shall give any other parties thereto a notice of such assignment and shall obtain from them acknowledgements of such notice, and the Assignor hereby irrevocably appoints the Assignee its attorney to effect and execute such assignment.

7. A full and complete Discharge of the Charge shall operate as a full and complete release and re-assignment of all of the Assignee’s rights and interest hereunder, and after the Charge has been fully discharged, this instrument shall be void and of no further effect. In the event further documentation is required for such release and re-assignment, the Assignee shall execute the same promptly, upon request by the Assignor.

8. This Assignment is given in addition to and not in substitution for any other security held by the Assignee for all or any part of the monies secured under the Charge. It is understood and agreed that the Assignee may pursue its remedies under the Charge or hereunder or under any other security, concurrently or successively, at its option. Any judgment or recovery hereunder or under any other security held by the Assignee for the monies secured under the Charge shall not affect the right of the Assignee to realize upon this or any other security.

9. This Assignment is hereby postponed to the Assignment of Rents registered against the Property as of the date of registration of this Assignment and any extension or renewal thereof and any specific assignment of Rents made thereunder from time to time.

10. This Assignment shall enure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF this Assignment has been executed on behalf of the Assignor by its authorized officers.

Moloney Project Development Corporation

Per: ____________________________
Name: Glenn Robert Moloney
Title: President

Per: ____________________________
Name: Francis Joseph Moloney
Title: Treasurer

We have authority to bind the Corporation.

The Corporation of The
City of Peterborough

Mayor

Clerk
Schedule "D-3"

Security Agreement

This Agreement made this 4th day of August, 2015

Between:

Moloney Project Development Corporation  
(hereinafter called the "Assignor")

- and -

The Corporation of The City of Peterborough  
(hereinafter called the "Agniee")

In Consideration of Two Dollars ($2.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the Assignee, the Assignor hereby grants, bargains, assigns and transfers to the Assignee a fixed and specific mortgage and charge, as and by way of a continuing security interest (the "Security Interest") in the following property now or hereafter owned or acquired by or on behalf of the Assignor:

- Equipment - All tools, machinery, equipment, furniture, plants, fixtures, and other tangible personal property, fixed goods, chattels or assets of the kind, nature or description of the property particularly described in Schedule "B" hereto (the "Collateral").

1. The Security Interest is given for the payment of all obligations, indebtedness and liabilities, direct and indirect, of the Assignor to the Assignee, pursuant to the mortgage/charge (the "Charge") given by the Assignor to the Assignee, registered on April 11, 2016 at the Land Titles Office at Peterborough (No. 45) as Instrument No. [insert number], including extensions or renewals thereof (the "Obligations").

2. The Assignor confirms and warrants that the Collateral shall be kept at Peterborough, Ontario, more particularly described in Schedule "A" hereto.

3. The Assignor hereby represents, warrants and covenants to or with the Assignee, as the case may be, that:

(a) the Assignor shall reimburse the Assignee for all costs and expenses, (including legal fees on a solicitor and client basis), incurred by it in the filing of this Agreement and the taking, recovering or possessing the Collateral, and in any other proceedings taken for the purpose of protecting or enforcing the remedies provided herein, or otherwise in relation to the Collateral or by reason of non-payment of the Obligations, and all such costs and expenses shall be payable on demand;

(b) at the time of execution and delivery of this Security Agreement, the Assignor is and stands solely, rightfully and lawfully seized of a good, sure, perfect, absolute and indefeasible title to the Collateral, free of any mortgage, lien, charge, security interest or encumbrance, except for any
held by the currently registered first mortgagee of the lands and premises described in Schedule "A";

(c) the Assignor shall not remove any of the Collateral from the lands and premises described in paragraph 2, without the Assignee's prior written consent, unless such Collateral is worn out or obsolete and provided that prior to such removal such Collateral is replaced with other Collateral of comparable quality, which shall be free of any mortgage, lien, charge, security interest or encumbrance, except for any held by any registered first mortgagee, from time to time, of the said lands and premises;

(d) the Assignor shall care for, protect and preserve the Collateral and shall not permit its value to be impaired, and shall not sell, transfer, assign, mortgage, charge, pledge, hypothecate or deliver or otherwise dispose of any such property or any interest therein, except to any registered first mortgagee, from time to time, of the lands and premises described in Schedule "A", without the prior written consent of the Assignee;

(e) the Assignor shall keep the Collateral insured under the policies provided for in the Charge;

(f) the Assignee shall be entitled, from time to time and at any time, to inspect the Collateral wherever located and to make enquiries and tests concerning the Collateral, and the Assignor shall defray all expenses in connection therewith; and

(g) this Agreement has been properly authorized and constitutes a legally valid and binding obligation of the Assignor in accordance with its terms.

4. Until the occurrence of an event of default, as hereinafter provided, the Assignor may use the Collateral specifically charged in any lawful manner not inconsistent with this Agreement.

5. Obligations not payable on demand shall immediately become payable upon the occurrence of one (1) or more of the following events of default:

(a) the Assignor fails to pay when due any of the Obligations, or to perform or rectify a breach of any of the representations, warranties or covenants of this Agreement or of the Mortgage;

(b) the Assignor ceases or threatens to cease to carry on business, becomes insolvent or the subject of bankruptcy or insolvency proceedings;

(c) an encumbrancer takes possession of any of the Collateral or any process of execution is levied on or enforced upon or against any of the Collateral;

(d) indebtedness or liability of the Assignor, other than to the Assignee, becomes due and payable, or capable of being declared due and payable, before the stated maturity thereof, or any such indebtedness or liability shall not be paid at the maturity thereof or upon the expiration of any stated applicable grace period thereof, or any guarantee given by the Assignor is not honoured when due and called upon;

and the Assignee shall have all rights and remedies under the applicable laws, as well as any other rights and remedies provided by this Agreement.

6. In addition to the rights and powers provided in paragraphs 5 and 8 and under the Personal Property Security Act, the Assignee and the Receiver, as defined in paragraph 8, shall have the following rights and powers, if the
security hereby constituted becomes enforceable: to dispose of any of the Collateral in the condition in which it was at the date possession of it was taken, or after any commercially reasonable repair, processing or preparation thereof for disposition and the Assignor shall from time to time forthwith on the Assignee's request, execute, do and make all such agreements, statements, further assignments, acts, matters and things which may, from time to time, in the opinion of the Assignee, be necessary or expedient for the purpose of carrying into effect any of the provisions hereof and of perfecting the title of the Assignee in the collateral and the Assignee and any of its managers or acting managers are by the Assignor hereby irrevocably constituted and appointed the true and lawful attorney of the Assignor, with full power of substitution for the Assignor, at their option, whenever and wherever it may deem necessary or expedient to do, make and execute all such statements, assignments, documents, acts, matters or things, with the right to use the name of the Assignor.

7. Any breach by the Assignor of any of the provisions contained in this Agreement or any default by the Assignor in the observance or performance of any covenant or condition required to be observed or performed by the Assignor hereunder may only be waived by the Assignee in writing, provided that no such waiver by the Assignee shall extend to or be taken in any manner to affect any subsequent breach or default of the rights resulting therefrom.

8. The Assignee may appoint in writing any person, whether an employee or employees of the Assignee or not, to be a receiver or a receiver and manager (the "Receiver") of the Collateral or any part of parts thereof.

A receiver so appointed shall have power:

(a) to take possession of, collect and get in the Collateral or any part thereof, and for that purpose to take any proceedings in the name of the Assignor or otherwise; and

(b) to sell or concur in selling any of the Collateral.

Any Receiver so appointed shall be deemed to be the agent of the Assignor. The Assignor shall be solely responsible for the Receiver's acts or defaults and for the Receiver's remuneration and expenses. The Assignee shall not, in any way, be responsible for any misconduct or negligence on the part of the Receiver.

All moneys received by the Receiver after providing for payment of all costs, charges and expenses of or incidental to the exercise of any of the powers of the Receiver shall be applied in or towards satisfaction of the Security Interest.

The rights and powers conferred by this paragraph are in addition to and not in substitution for any rights the Assignee may have from time to time.

9. The Assignor shall be entitled to not less than fifteen (15) days notice in writing of the date, time and place of any intended disposition of the Collateral, such notice to be sent by registered mail to the last known post office address of the Assignor.

10. The Assignee shall have the right, at any time, to appropriate any payment made to any portion of the Obligations and to revoke or alter any such appropriation.

11. This Agreement shall be a continuing agreement, in every respect, for the payment of the Obligations and it shall remain in full force until all of the Obligations shall be paid in full. In the event any provisions of this Agreement shall be deemed invalid or void by any court of competent jurisdiction, the
remaining terms and provisions of this Agreement shall remain in full force and effect.

12. The Security Interest is in addition to and not in substitution for any other security now or hereafter held by the Assignee.

13. The Assignor acknowledges receipt of a copy of this Agreement.

IN WITNESS WHEREOF this Assignment has been executed on behalf of the Assignor by its authorized officers.

Moloney Project Development Corporation

Per: ______________________________
Name:  Glenn Robert Moloney
Title:  President

Per: ______________________________
Name:  Francis Joseph Moloney
Title:  Treasurer

We have authority to bind the Corporation.
SCHEDULE A
Location of Collateral

Municipal Address: 188 – 198 Edinburgh Street

Legal Description: Pt Lot 4 North of Edinburgh Street and West of George Street, Plan 1 Town of Peterborough as in R647766 and R647767, City of Peterborough

Being all of the PIN 28107-0319 (LT)
Schedule “E”

Permitted Encumbrances

(This schedule in the executed Charge/Mortgage will contain the registration details of all registered documents which fit into the categories listed below.)

1. First mortgage and security collateral thereto totaling principal amounts which do not exceed the total costs of the Development Activities incurred in connection with the Project:

   Instrument PE241677 – CHARGE IN FAVOUR OF THE TORONTO-DOMINION BANK securing the principal sum of $2,500,000.00 and PE241678 being a Notice of Assignment of Rents in favour of Toronto-Dominion Bank, both documents registered March 3, 2016.

2. Such easements and restrictive covenants as do not prevent the Project from being constructed or used as Affordable Housing.

   N/A

3. Municipal agreements relating to the Development Activities in connection with the Project.
Schedule "F"

Proponent's Initial Occupancy Report

Affordable Housing Community Improvement Plan Project

Occupancy Date: _______________________

Due Date: 2 months prior to actual occupancy

A. Project Information

Date of report: _______________________

Name of owner: _______________________

Name of person completing this report: _______________________

Name of project: _______________________

Project address: _______________________

B. Number of Units in Project

<table>
<thead>
<tr>
<th>Unit Type</th>
<th>Total Number of Units (A)</th>
<th>Rent (B)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bachelor</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1 BR</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2 BR</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3 BR</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Others</td>
<td>(specify)</td>
<td></td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

For Column (B), actual rent is the net rent to occupants after all subsidies

C. Project Certification

I certify, to the best of my knowledge, that the information provided in Sections B and C above is true and correct. I hereby authorize the City of Peterborough to review the rent roll from appropriate sources(s) if deemed necessary.

_________________________ Date: _______________________

Signed by _______________________

[please print name]

I am [please check on the appropriate line below]

____ the Owner of the Project
____ the Chairperson of the Board of Directors of the Project

NOTE: The "permitted rents" must be consistent with the formula for determining the initial rents, set out in Schedule "C", Rental Protocol

Peterborough Service Manager-Proponent MIF Agreement 2014
Schedule "G"
Annual Occupancy Report
City of Peterborough

Affordable Housing Community Improvement Plan Project

For the Period January 1, 20XX to December 31, 20XX

Due Date: January 31, 20XX

Name/Position of Person Completing Report:

Project Name:

Project Address:

Year of Initial Occupancy:

Affordable Housing Project Facility Agreement Expiry Date:

Instructions:

The report must be completed and a hard copy returned to the City of Peterborough Housing Division by January 31, 20XX.

This Annual Occupancy Report includes the following four sections:

1. Rent Roll by Unit Number
   Submit a rent roll that includes the following information:
   - Rent collected for each unit for each month
   - Unit size (Bachelor, 1 Bedroom, etc.)
   - Who pays for utilities, and utility costs if known
   - If the unit is an AHP unit or a Non-AHP unit (if applicable)

   The rent roll should not include any personal identifiers.

2. Clientele Targeting Summary
   Submit a Clientele Targeting Summary using the template provided as Appendix A.
   (Note: May not apply to every project)

3. Rent Supplements
   Submit a Rent Supplement Summary using the template provided as Appendix B.
4. New Tenants Household Income Summary

Beginning in January 2012, Affordable Housing Providers will be required to submit a New Tenants Summary using the template provided as Appendix C.

Annual Occupancy Report Certification

I certify, to the best of my knowledge, that the information provided is true and correct.

Signature

Name (Printed)

Date

Auditor’s Confirmation

We have performed the necessary review and tests on the records of the named property pertaining to the components of this Annual Occupancy Report. Our results confirm the information as provided in Section 1 is true and correct.

Signature

Name (Printed)

Date

Firm Name

Firm Address

Firm Telephone
Appendix A- Clientele Targeting Summary
Annual Occupancy Report
City of Peterborough

Affordable Housing Community Improvement Plan Project

For the Period January 1, 20XX to December 31, 20XX

Project Name:
Project Address:

Instructions:
Provide information in the fields below.

<table>
<thead>
<tr>
<th>Household Type</th>
<th>Single</th>
<th>Family</th>
<th>Congregate Living</th>
<th>Other:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total Number</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Tenants</th>
<th>Seniors</th>
<th>Persons with Disabilities</th>
<th>Victims of Domestic Violence</th>
<th>Supportive: Seniors</th>
<th>Supportive: Persons with Disabilities</th>
<th>Supportive: Victims of Domestic Violence</th>
<th>Other:</th>
<th>No Category</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total Number</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Supports in place (MCSS or MOHLTC):
Support Agency:

If your clientele does not match your original Tenant Targeting Plan, please explain in the space provided below:
Appendix B - Rent Supplement Summary
Annual Occupancy Report
City of Peterborough

Affordable Housing Community Improvement Program
For the Period January 1, 20XX to December 31, 20XX

Project Name:

Project Address:

Instructions:

Fill in the chart below, if applicable. If not applicable, please state that your project does not have rent supplements and submit this form with the rest of the Report.

<table>
<thead>
<tr>
<th>Rent Supplement Number</th>
<th>Rent Supplement Program</th>
<th>Amount of Rent Supplement</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td></td>
<td></td>
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<tr>
<td>4</td>
<td></td>
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<td>5</td>
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<td></td>
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<td>13</td>
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<tr>
<td>14</td>
<td></td>
<td></td>
</tr>
<tr>
<td>15</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
### Appendix C - New Tenants Household Income Summary

**City of Peterborough**

**Affordable Housing Community Improvement Plan Project**

For the Period January 1, 20XX to December 31, 20XX

**Project Name:**

**Project Address:**

**Instructions:**

Fill in the chart below and list all incoming tenants in the reporting year.

<table>
<thead>
<tr>
<th>New Tenant Number</th>
<th>Household Income</th>
<th>Method of Income Verification</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4</td>
<td></td>
<td></td>
</tr>
<tr>
<td>5</td>
<td></td>
<td></td>
</tr>
<tr>
<td>6</td>
<td></td>
<td></td>
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<tr>
<td>7</td>
<td></td>
<td></td>
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<td>8</td>
<td></td>
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<td>9</td>
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<td>14</td>
<td></td>
<td></td>
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<tr>
<td>15</td>
<td></td>
<td></td>
</tr>
<tr>
<td>16</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
Schedule “H”

Legal Description of the Property

Number of Units: 28 units

Municipal Address: 188 – 198 Edinburgh Street

Legal Description: Pat Lot 4 North of Edinburgh Street and West of George Street, Plan 1 Town of Peterborough As in R647766 and R647767, City of Peterborough

Being all of the PIN 28107-0319 (LT)
# Project Information Form
## Affordable Housing Project Application

**Project Reference Number (for Office Use):**

**Date Submitted by Proponent:** November 20, 2014  **Revised November 26, 2015**

<table>
<thead>
<tr>
<th>Project Name: The Loyola</th>
<th>Total Number of Units in Project: 28</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Address Details:</strong></td>
<td><strong>Street</strong> Edinburgh Street</td>
</tr>
<tr>
<td>Number 188 &amp; 198</td>
<td><strong>Province</strong></td>
</tr>
<tr>
<td>City/Town</td>
<td><strong>Postal Code</strong></td>
</tr>
<tr>
<td>Peterborough</td>
<td><strong>K9H 3E2</strong></td>
</tr>
</tbody>
</table>

**Extra Address Information (including main intersection):** Edinburgh and George St

### Part 1 Program Selection

**Program 1: Affordable Housing Community Improvement Plan**  
(City of Peterborough projects in designated area only)

- [ ] Development Charge Program  
- [x] Property tax increment grant (10 years)  
- [ ] Municipal Incentives for relief from:  
  - [x] Planning Act fees  
  - [x] Parks Levy  
  - [x] Cash in lieu of Parking

**Program 2: Municipal Housing Facility**  
(City of Peterborough projects only. For County projects, please check with Township Offices)

- [x] Development Charge exemption  
- [x] Property tax exemption (10 years)  
- [ ] Municipal grant ($75,000)

**Program 3: Investment in Affordable Housing - Extension**  
(City and County projects)

- [x] Capital funding for 28 units at $30,357/unit for a total of $850,000

**Program 4: Central Area Community Improvement Plan**

Is this project in the City of Peterborough's defined central area?  
- [ ] Yes  
- [x] No

### Affordable rents will be:

- **Average Market Rent (AMR)**
  - #________ units  
  - Program 1

- **90% of AMR**
  - #________ units  
  - Program 1, 2

- **80% of AMR**
  - #28 units  
  - Program 1, 2, 3

- **Market Rent (no rent restrictions)**
  - #________ units  
  - Program 4 in Central Area

### Affordability Period for rent requirements

- [x] 20 years  
- [ ] 25 years  
- [ ] 30 years  
- [ ] Other (Specify): __________

### Has this project received any government funding before?

- [ ] Yes  
- [x] No

If yes, please specify source (e.g. AHP, IAH, PDF, SEED) __________

and amount of funding $________

### Is condominium registration proposed?

- [ ] Yes  
- [x] No

### Accessible Features and Disabled Access details include:

- [x] Full Access  
- [ ] Unit Modifications  
- [ ] Wheelchair Ramp

---

*Project Information Form (PIF) (Page 1 of 5)*  
*Last Revised on 2015-11-27*
# Part 2 Project Development Information

Project Milestones/Development Schedule (Appendix A) is attached.
- Yes
- No

If yes, please specify:  
- Proposed
- Final

Is this project construction ready? (Note: Building Permit must be issued within 120 days of signing a funding agreement)
- Yes
- No – Re-zoning application considered by Planning Committee July 20, 2015

**Type of Development:**
- New Construction
- Acquisition
- Conversion from non-residential use
- Major addition to existing residential
- New units on social housing land
- Rehabilitation/Renovation
- Other (Specify):

**Land / Property Information**

**Describe project, site and surrounding uses:** residential mixed area

**Assessment Roll:** 1514040-0800080

**PIN (## ### LT or R):** 28107-0319

**Legal description of property:** PTLT 4N of Edinburgh Street, west of George Street

**PL1 Town of Peterborough as in R647766 and R647767: City of Peterborough**

**Current owner of land/property**
- Federal Government
- Provincial Government
- Municipal Government
- Proponent
- Other (Specify):

**Type of Property Ownership**
- Ownership
- Lease
- Option to Lease
- Option to Purchase

Please indicate the effective date of land ownership/access (date of ownership):

**Current use of land/property**
- Agricultural
- Vacant
- Commercial/industrial
- Heritage Site
- Residential
- Residential/Commercial
- Other (Specify):

**Current land use zoning designation:** Residential

**Site area (sqm):** 2,600 sq

**Parking:** 19 surface spaces

**Proposed land use**
- Residential
- Infill
- Commercial/Industrial
- Other (Specify):

**Is rezoning required?**
- Yes complete
- No

**Is an amendment to the Official Plan required?**
- Yes
- No
Part 3 Provincial considerations related to capital funding

Ministerial Consents related to Social Housing properties
(required to alter existing mortgages)
Are you planning to build on land/property originally developed under Federal/Provincial social housing programs, subject to Housing Services Act 2013?
☑ Yes ☐ No

Are you planning to build on land/property originally developed under Federal/Provincial social housing programs, currently administered by MCSS of MOHLTC (as part of a dedicated supportive housing portfolio)?
☑ Yes ☐ No

Duty to Consult Aboriginal
(The Province has a duty to consult and accommodate Aboriginal people)
Are you planning to build on land/property that may adversely impact on Aboriginal rights or title?
☑ Yes ☐ No
If yes, please specify: ____________________________

Apprenticeship Information
(Priority will be given to projects proposing to employ apprentices)
Do you have apprentice(s) employed or to be employed?
☑ Yes ☐ No

<table>
<thead>
<tr>
<th>Number of apprentices: 1</th>
<th>Trade: Carpenter</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Number of apprentices: 1</td>
<td>Trade: Electrician</td>
<td></td>
</tr>
<tr>
<td>Number of apprentices: 1</td>
<td>Trade: Plumber</td>
<td></td>
</tr>
</tbody>
</table>

Part 4 Proponent Information

Legal Name of Proponent: Moloney Project Development Corp.

Owner’s Name (if different from Proponent Name): ____________________________

Contact Name: Glenn Moloney
Position: President
Telephone Number: 705-768-0026
Fax Number: ____________________________

Email Address: glnnmoloney@nexicom.net

Address Details: Number 676 Street Red Pine Lane
Unit/Suite/P.O. Box City/Town Bridgenorth
Province ON Postal Code K0L 1H0

Proponent Type:
☑ Private Sector ☐ Municipal non-profit ☐ Municipality
☐ Co-operative ☐ Private non-profit/charitable corporation
☐ Partnership ☐ Other (Specify): ____________________________
(non-profit and private)

If this is a partnership, please indicate: ____________________________

Partner Name (Company/Organization): ____________________________

Partner Type (i.e. private, etc.): ____________________________
### Support Service Confirmation (check and attach supporting documents)

- MCSS
- MOHLTC
- Other (Specify): N/A

### Rent Supplement Confirmation (check all that apply and attach supporting documents)

- Proposed
- Confirmed
- N/A (No rent supplements are planned)

### Details on units and rents (use the Guide to complete the following table)

<table>
<thead>
<tr>
<th>Guide</th>
<th>Target Clients</th>
<th>Unit Type</th>
<th>Household Type</th>
<th>Dwelling Type</th>
</tr>
</thead>
<tbody>
<tr>
<td>No specific target</td>
<td>Bachelor</td>
<td>Single</td>
<td>Apartment</td>
<td></td>
</tr>
<tr>
<td>Aboriginal, dual diagnosis, mental illness, physical disabilities, recent immigrants, seniors, victims of domestic violence, or other (specify):</td>
<td>1-bdrm</td>
<td>Family</td>
<td>Townhouse/row house</td>
<td></td>
</tr>
<tr>
<td></td>
<td>2-bdrms</td>
<td>Congregate</td>
<td>Detached house</td>
<td></td>
</tr>
<tr>
<td></td>
<td>3-bdrms</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>4-bdrms+</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Guide</th>
<th># of Units</th>
<th>Target Client</th>
<th>Unit Type</th>
<th>Household Type</th>
<th>Unit Size (m²)</th>
<th>Dwelling Type</th>
<th>Rent ($/mth)</th>
<th>Support Supplement</th>
<th>Support Services</th>
<th>Accessibility</th>
</tr>
</thead>
<tbody>
<tr>
<td>28 seniors</td>
<td>One-bdrm</td>
<td>Singles</td>
<td>600sq’</td>
<td>apartment</td>
<td>$642 (less than $30,000)</td>
<td>$612</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### Total number of units: 28

### Total residential floor area: 2,124 sq m or 22,686 sq ft

### Total non-residential floor area: n/a

#### Energy Efficiency Features:

- Energy Star appliances
- High efficiency heating system
- Alternative energy (Solar hot water, solar photovoltaic, other)

#### Accessibility:

- Barrier-free units with modified features
- Ramps, lifts and elevators
- Barrier free access and common areas (barrier free entrance, common areas)

#### Power Utility Features (related to Fire):

- Fire Alarm Panel - strategic zoning options
- Fire detection and suppression requirements
- Building sprinkler systems
- Building Code Requirements

#### Other:

- Feeder
- Unit Power
- Hydro
- Aerial
- Landlord pays
- Unit metering (SMART)
- Subsurface
- Tenant pays for unit power
- Monitoring
Part 6 Financial Information

Project Capital and Operating Budgets (Appendix B with three tabs) are attached.

☒ Yes ☐ No

If yes, please specify ☒ Proposed OR ☐ Final

Mortgage Information

Name(s) of Lender(s) (Including existing, construction and take out lenders):
Toronto Dominion Bank

Is the Construction Mortgage commitment letter attached?

☒ Yes ☐ No

If yes, please specify: ☒ Proposed ☐ Final

Principal amount $2.5M Term TBD yrs Interest rate prime+2%

Is the Take-out Mortgage commitment letter attached?

☒ Yes ☐ No

If yes, please specify: ☒ Proposed ☐ Final

Principal amount $2.5M Term 5 Interest rate 4%

Amortization 25

Is CMHC mortgage insurance required?

☐ Yes ☒ No

Anticipated date of approval (yyyy-mm-dd) or actual date

Comments

Please use the space below, if needed, to provide additional information about the project or to describe/explain any part of this Project Information Form.

Authorization to Participate

I/We, the undersigned, confirm my/our interest in entering into an agreement with the City of Peterborough based on the information in this application and attachments, and confirm my/our request for municipal incentives and/or capital funding. This project meets the City and County of Peterborough priorities and commitments as identified in the local Housing and Homelessness Plan 2014-2024.

Glen McKay
President

Name and Title

Signature and Date

Attach 2 Appendices:

PIF Appendix A – Development Milestones (required)
PIF Appendix B – Financing and Costs (required)

Attach confirming/supporting documents:

☒ Mortgage Financing letter (required)

☐ Rent Supplement letter (if applicable)

☐ Support services letter (if applicable)

☐ Other:
## Project Information Form for: Moloney Development Corporation, “The Loyola”

### Appendix A - Project Milestones/Development Schedule

**Date Submitted to SM:**

<table>
<thead>
<tr>
<th>Required for Complete Application</th>
<th>Initial Estimate Date (yyyy-mm-dd) or N/A</th>
<th>Revised Estimate Date (yyyy-mm-dd) or N/A</th>
<th>Actual Date or N/A (Check □ if achieved)</th>
</tr>
</thead>
<tbody>
<tr>
<td>□ Site Acquired</td>
<td>2013</td>
<td></td>
<td>□</td>
</tr>
<tr>
<td><strong>Planning Act Approvals</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>□ Official Plan Amendment</td>
<td>15/10/01</td>
<td></td>
<td>□</td>
</tr>
<tr>
<td>□ Severances</td>
<td></td>
<td>n/a</td>
<td></td>
</tr>
<tr>
<td>□ Re-zoning Approval</td>
<td>15/10/01</td>
<td></td>
<td>□</td>
</tr>
<tr>
<td>□ Minor Variance Approval</td>
<td></td>
<td>n/a</td>
<td></td>
</tr>
<tr>
<td>□ Site Plan Approval</td>
<td>16/01/30</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Environmental Assessment Act Approvals</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>□ Phase 1</td>
<td>15/07/02</td>
<td></td>
<td>□</td>
</tr>
<tr>
<td>□ Phase 2</td>
<td></td>
<td>n/a</td>
<td></td>
</tr>
<tr>
<td>□ Phase 3</td>
<td></td>
<td>n/a</td>
<td></td>
</tr>
<tr>
<td>□ Record of Site Condition</td>
<td></td>
<td></td>
<td>n/a</td>
</tr>
<tr>
<td>□ Mortgage Financing Confirmed</td>
<td>15/12/04</td>
<td></td>
<td></td>
</tr>
<tr>
<td>□ Council Approval Confirmed</td>
<td>15/08/04</td>
<td>x</td>
<td></td>
</tr>
<tr>
<td>□ Funding agreement signed and security registered</td>
<td>15/12/04</td>
<td></td>
<td></td>
</tr>
<tr>
<td>□ Insurance Certificate Issued</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>□ Demolition Permit</td>
<td>15/08/05</td>
<td>x</td>
<td></td>
</tr>
<tr>
<td>□ Building Permit Issued</td>
<td>16/02/30</td>
<td></td>
<td></td>
</tr>
<tr>
<td>□ Construction Started</td>
<td>15/12/15</td>
<td></td>
<td></td>
</tr>
<tr>
<td>□ Structural Framing 50% complete</td>
<td>16/04/30</td>
<td></td>
<td></td>
</tr>
<tr>
<td>□ Structural Framing 100% complete</td>
<td>16/08/01</td>
<td></td>
<td></td>
</tr>
<tr>
<td>□ Substantial Completion complete</td>
<td>16/10/01</td>
<td></td>
<td></td>
</tr>
<tr>
<td>□ Interest Adjustment Date</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>□ Occupancy</td>
<td>16-12-04</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

PIF Appendix A Project Milestones/Development Schedule (Page 1 of 1)
Last Revised on 27/11/15
# Project Information Form for The Loyola

## Appendix B - Project Financing (Funding, Grants and Loans)

*Date Submitted to SM: Nov. 20, 2014 Date revised: July 2 2015*

### Investment in Affordable Housing - Extension (IAH-E) Program Funding

<table>
<thead>
<tr>
<th>Description</th>
<th>Estimate ($)</th>
<th>Actual ($)</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Total IAH-E Program funding contribution</strong></td>
<td>$850,000</td>
<td></td>
</tr>
</tbody>
</table>

### Municipal Capital Contributions

<table>
<thead>
<tr>
<th>Description</th>
<th>Estimate ($)</th>
<th>Actual ($)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Municipal Grants</td>
<td>$75,000</td>
<td></td>
</tr>
<tr>
<td>Development Charges (credit/waiver and/or reduction)</td>
<td>$334,068</td>
<td></td>
</tr>
<tr>
<td>Planning Act fees (waiver)</td>
<td>$5,803</td>
<td></td>
</tr>
<tr>
<td>Cash in lieu of Parking (waiver)</td>
<td>$128,500</td>
<td></td>
</tr>
<tr>
<td>Parkland levy (waiver)</td>
<td>$15,600</td>
<td></td>
</tr>
<tr>
<td>Building Permit fee exemption (may apply to a limited number of Central Area projects)</td>
<td>$0</td>
<td></td>
</tr>
<tr>
<td><strong>Total Municipal Capital Contributions</strong></td>
<td>$556,971</td>
<td>$0</td>
</tr>
</tbody>
</table>

### Other Municipal Contributions (not to be included in capital)

<table>
<thead>
<tr>
<th>Description</th>
<th>Estimate ($)</th>
<th>Actual ($)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Estimated value of property tax reduction (to new multi-res)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Estimated value of property tax increment (10 years)</td>
<td>$196,820</td>
<td></td>
</tr>
<tr>
<td>Estimated value of property tax exemption (municipal portion, up to 10 years)</td>
<td>$293,068</td>
<td></td>
</tr>
<tr>
<td>Estimated value of land/low interest loan/other</td>
<td>$0</td>
<td></td>
</tr>
<tr>
<td><strong>Total Other Municipal</strong></td>
<td>$489,888</td>
<td>$0</td>
</tr>
</tbody>
</table>

### Capital Contributions from Others

<table>
<thead>
<tr>
<th>Description</th>
<th>Estimate ($)</th>
<th>Actual ($)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Non-government capital (e.g. charity, non-profit equity, fundraising)</td>
<td>$0</td>
<td></td>
</tr>
<tr>
<td>Please specify here:</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Total Capital Contributions from Others</strong></td>
<td>$0</td>
<td>$0</td>
</tr>
</tbody>
</table>

### Total Financing for Project

<table>
<thead>
<tr>
<th>Description</th>
<th>Estimate ($)</th>
<th>Actual ($)</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Total IAH-E Program Funding</strong></td>
<td>$850,000</td>
<td>$0</td>
</tr>
<tr>
<td><strong>Total Municipal Capital Contributions</strong></td>
<td>$556,971</td>
<td>$0</td>
</tr>
<tr>
<td><strong>Total Capital Contributions from Others</strong></td>
<td>$0</td>
<td>$0</td>
</tr>
<tr>
<td>1st Mortgage from financial institution</td>
<td>$2,500,000</td>
<td></td>
</tr>
<tr>
<td>2nd Mortgage from financial institution</td>
<td>$0</td>
<td></td>
</tr>
<tr>
<td><strong>Equity 10% of Total Project Cost</strong> (minimum for private proponents)</td>
<td>$1,605,968</td>
<td></td>
</tr>
<tr>
<td><strong>Equity 4% of Total Project Cost</strong> (minimum for non-profit and private partnerships)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other (i.e. Loan)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Please specify here:</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Total Financing Project</strong> (excludes NPV contributions)</td>
<td>$5,512,939</td>
<td>$0</td>
</tr>
</tbody>
</table>

*Use this area for comments/clarifications about the information in this worksheet.*

---

**Check:** Project $5,512,939 $5,512,939.00

*FINANCIALS_Capital Costs* (Page 1 of 5)

*Last Revised on 2015-11-27*
Project Information Form for The Loyola
Appendix B - Project Capital Costs (Funding, Grants and Loans)
Date Submitted by SM: ____________________

<table>
<thead>
<tr>
<th>1. Land or Property Acquisition Costs</th>
<th>Estimate ($)</th>
<th>Actual ($)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Purchase Price</td>
<td>$400,000</td>
<td></td>
</tr>
<tr>
<td>Legal Fees (land only)</td>
<td>$4,000</td>
<td></td>
</tr>
<tr>
<td>Land Transfer Tax</td>
<td>$3,050</td>
<td></td>
</tr>
<tr>
<td>Other (please specify)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>HST on purchase price and legal fees</td>
<td>$520</td>
<td>$0</td>
</tr>
<tr>
<td><strong>Total land or property acquisition costs</strong></td>
<td><strong>$407,570</strong></td>
<td><strong>$0</strong></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>2. Soft Costs</th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>A. Legal and organizational</td>
<td>$30,000</td>
<td></td>
</tr>
<tr>
<td>Marketing/rent up</td>
<td>$2,000</td>
<td></td>
</tr>
<tr>
<td>Capital cost audit</td>
<td>$2,000</td>
<td></td>
</tr>
<tr>
<td>Insurance during construction</td>
<td>$21,000</td>
<td></td>
</tr>
<tr>
<td>HST on item A</td>
<td>$7,150</td>
<td>$0</td>
</tr>
<tr>
<td>B. Municipal Approvals and Permits (Full Costs- do not deduct incentives)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Planning Approvals</td>
<td>$5,803</td>
<td></td>
</tr>
<tr>
<td>Building Permit Fees</td>
<td>$30,420</td>
<td></td>
</tr>
<tr>
<td>Development Charges</td>
<td>$334,068</td>
<td></td>
</tr>
<tr>
<td>Parkland Levy</td>
<td>$15,600</td>
<td></td>
</tr>
<tr>
<td>Cash in lieu of Parking</td>
<td>$126,500</td>
<td></td>
</tr>
<tr>
<td>Other municipal approvals</td>
<td>$0</td>
<td></td>
</tr>
<tr>
<td>Utilities Development Charges</td>
<td>$49,868</td>
<td></td>
</tr>
<tr>
<td>School board levy</td>
<td>$0</td>
<td></td>
</tr>
<tr>
<td>C. Consultants</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Architectural, Mechanical, Electrical, Structural, Landscape, Code, Cost</td>
<td>$110,000</td>
<td></td>
</tr>
<tr>
<td>Planning Consultant</td>
<td>$20,000</td>
<td></td>
</tr>
<tr>
<td>Development Consultant</td>
<td>$0</td>
<td></td>
</tr>
<tr>
<td>Quantity Surveyor</td>
<td>$0</td>
<td></td>
</tr>
<tr>
<td>HST on item C</td>
<td>$16,900.00</td>
<td>$</td>
</tr>
<tr>
<td>D. Financing Costs</td>
<td>$5,000</td>
<td></td>
</tr>
<tr>
<td>Bank application fees</td>
<td>$0</td>
<td></td>
</tr>
<tr>
<td>Mortgage Insurance fees and premium</td>
<td>$0</td>
<td></td>
</tr>
<tr>
<td>Interest During Construction</td>
<td>$75,000</td>
<td></td>
</tr>
<tr>
<td>HST on CMHC fees</td>
<td>$0</td>
<td></td>
</tr>
<tr>
<td>E. Property Taxes During Construction</td>
<td>$3,000</td>
<td></td>
</tr>
</tbody>
</table>
2. Soft Costs (continued)

<table>
<thead>
<tr>
<th>F. Site</th>
<th></th>
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</thead>
<tbody>
<tr>
<td>Building and property appraisal</td>
<td>$2,500</td>
</tr>
<tr>
<td>Topographical and boundary survey</td>
<td>$6,000</td>
</tr>
<tr>
<td>Geotechnical assessment</td>
<td>$2,000</td>
</tr>
<tr>
<td>Environmental assessment</td>
<td>$2,500</td>
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<tr>
<td>Other studies</td>
<td></td>
</tr>
<tr>
<td>HST on item F</td>
<td>$1,690</td>
</tr>
</tbody>
</table>

Soft costs subtotal $868,999 $0

Contingency (explain %): 

HST on contingency $0 $0

Total Soft Costs $868,999 $0

3. Construction/Renovation Costs

| A. Construction/Renovation | $3,550,000 |
| B. Construction Management Fee |  |
| C. Demolition | $25,000 |
| D. Stoves and Refrigerators | $34,000 |
| E. Laundry Equipment | $9,000 |
| F. Furnishings and Equipment | $3,000 |
| G. Surface Parking | $40,000 |
| H. Landscaping | $10,000 |
| I. Equipment | $6,000 |
| J. Other (please specify): |  |
| Contingency: State 2% of hard construction costs | $72,000 |
| K. |  |

Subtotal: Construction/Renovation Costs $3,749,000 $0

HST on items 3B – 3K $487,370 $0

Total Construction/Renovation Costs $4,236,370 $0

Total Capital Costs (Add totals of 1, 2 & 3) $5,512,939 $0

Total Number of Units 28 Total Sq Ft 22,862

Cost per unit $196,891 Cost per Sqft $241

Total number of IAH-E units 28

Total Cost per IAH-E unit $ 196,891

Property Value upon Completion $ 3,140,000

Provide rationale (e.g. MPAC, Bank appraisal) used 21 Bamardo MPAC Assessment to calculate proportionate value
<table>
<thead>
<tr>
<th>Revenue</th>
<th>A</th>
<th>B</th>
<th>C</th>
</tr>
</thead>
<tbody>
<tr>
<td>Unit Type</td>
<td>Number</td>
<td>Rent</td>
<td>A x (B x 12)</td>
</tr>
<tr>
<td>Bachelor</td>
<td></td>
<td></td>
<td>$0</td>
</tr>
<tr>
<td>One Bedroom</td>
<td>28</td>
<td>$612</td>
<td>$205,632</td>
</tr>
<tr>
<td>Two Bedroom</td>
<td></td>
<td></td>
<td>$0</td>
</tr>
<tr>
<td>Three Bedroom</td>
<td></td>
<td></td>
<td>$0</td>
</tr>
<tr>
<td>A. Totals</td>
<td>28</td>
<td>$612</td>
<td>$205,632</td>
</tr>
<tr>
<td>B. Fundraising (Specify):</td>
<td></td>
<td></td>
<td>$0</td>
</tr>
<tr>
<td>C. Donations/Other funding (Specify):</td>
<td></td>
<td></td>
<td>$0</td>
</tr>
<tr>
<td>D. Laundry/parking revenue</td>
<td></td>
<td></td>
<td>$3,600</td>
</tr>
<tr>
<td>E. Other income (Specify source):</td>
<td></td>
<td></td>
<td>$0</td>
</tr>
<tr>
<td><strong>Total Revenue</strong></td>
<td></td>
<td></td>
<td><strong>$209,232</strong></td>
</tr>
<tr>
<td>Less Vacancy Loss Calculated at:</td>
<td>2</td>
<td></td>
<td><strong>$4,185</strong></td>
</tr>
<tr>
<td><strong>Annual Revenue</strong></td>
<td></td>
<td></td>
<td><strong>$205,047</strong></td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>Expenditure</th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>A. Management fee/Administrative costs</td>
<td></td>
<td>$0</td>
</tr>
<tr>
<td>B. Building operating costs (maintenance &amp; materials)</td>
<td></td>
<td>$5,000</td>
</tr>
<tr>
<td>C. Utilities</td>
<td></td>
<td>$15,000</td>
</tr>
<tr>
<td>D. Property Taxes</td>
<td></td>
<td>$0</td>
</tr>
<tr>
<td>E. Insurance</td>
<td></td>
<td>$5,500</td>
</tr>
<tr>
<td>F. Reserve for Capital Repairs or Replacement</td>
<td></td>
<td>$10,000</td>
</tr>
<tr>
<td>G. Mortgage/Loan Payments ($2.5M@5%)</td>
<td></td>
<td>$157,812</td>
</tr>
<tr>
<td>H. Other (Specify):</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Total Operating Costs</strong></td>
<td></td>
<td><strong>$193,312</strong></td>
</tr>
<tr>
<td><strong>Annual Surplus (Deficit) Projected</strong></td>
<td></td>
<td><strong>$11,735</strong></td>
</tr>
</tbody>
</table>

Justification and explanatory notes must be attached.
### Analysis of Project Financing for 2015 to 2020

The information on this page will help assess the financial viability of the proposed project, using three standard tests. Where minimums are not met, please provide rationale in a separate attachment.

**Date Submitted by SM:**

1. **Capitalization Rate** (Revenue/Property Value)
   - Annual Revenue (from Operating Budget) $205,047
   - Estimated Property Value on Completion $3,140,000
   - Minimum Cap Rate 6.5% 6.53%

2. **Loan to Value (LTV) (Principal/Property Value)**
   - Note: may exclude government loans/mortgages
   - Total Principal Amount of all Mortgages $2,500,000
   - Estimated Property Value on Completion $3,140,000
   - Maximum LTV = 80% 79.62%

3. **Debt Service** (Annual Revenue/Total Debt Service)
   - Annual Revenue (from Operating Budget) $205,047
   - Total Debt Service (annual principal & interest payments) $157,812
   - Minimum 1.10 Coverage 1.30

**Completed by:**

<table>
<thead>
<tr>
<th>Print Name</th>
<th>Signature</th>
</tr>
</thead>
<tbody>
<tr>
<td>Glenn Moloney</td>
<td>Glenn Moloney</td>
</tr>
</tbody>
</table>

**Project Name:** The Loyola

**Address:** 128-198 Edinburgh St

**Date:** 06/27/2015
City of Peterborough
Property Tax Incentive Application (2013)

Please complete page 1 of this form to access property tax incentives for the approved property as per your agreement with the City. Submit this form along with any required supporting documentation to the Planning and Development Services Department, no later than February 45. Proponent's monthly report during construction shall be submitted on or before January 15 for the fiscal year ending December 31.

Schedule J

Proponent's Monthly Report During Construction
(both parts must be completed)

Development of New Affordable Rental Housing Units in the City of Peterborough

Part A:

Date of report: ________________________________________

Name of owner: ________________________________________

Name of person completing this report: ____________________________

Name of project: ________________________________________

Project address: ________________________________________

This report confirms that the owner has verified that all of the terms in the agreement with the City of Peterborough relating to this project are met in full, as of the date of this report. Specifically, it confirms the following:

Are there any liens on the project? ☐ No  ☐ Yes  If yes, please provide an explanation on a separate page listing date of lien, amount, name of firm/individual placing the lien, and action taken to remove the lien.

Are there any work orders issued by the City for the project?  ☐ No  ☐ Yes  If yes, please provide a copy of the work order and information on how the items listed in the work order will be corrected.

Is the project on schedule?  ☐ Yes  ☐ No  If no, please explain on a separate page why the project is not on schedule, and the new completion date.

Is the project within budget?  ☐ Yes  ☐ No  If no, please explain on a separate page why the project is not within the budget, listing the items that are over the set budget and how these will be paid for.

Are there any outstanding orders with the Ministry of Labour or the Ministry of Environment?  ☐ No  ☐ Yes  If yes, please provide a copy of the order and information on how the items listed in the order will be corrected.

Please also provide copies of the following information:

- Site meeting minutes issued for meetings held during the past month or since the last report was provided
- Summary of change orders issued, including a description of the details and value of the work

Copy of the most recent quantity surveyor's report if not previously provided. This report must state that the City of Peterborough can rely on the contents of the report.
1. CIP Programs (all):
   a) Is the subject property free from outstanding charges, fees, work orders, requests or orders to comply from the City?  □ Yes □ No
   b) Was the rehabilitation in compliance with all building permits, Ontario Building Code, applicable Zoning By-law etc.? □ Yes □ No
   c) Does the subject property have a vacancy rebate application filed for the property in question? (Only applies to commercial and industrial properties) □ Yes □ No
   d) Has a post-construction reassessment been received from MPAC? □ Yes □ No
      If yes, indicate the effective date of the additional assessment.
   e) Has an appeal been filed regarding a post-project assessed value? □ Yes □ No
   f) Is this a phased project? □ Yes □ No

2. Central Area Revitalization Program:
   a) Is there satisfactory evidence of the amount of rehabilitation costs on file? □ Yes □ No

3. Brownfields Program:
   a) Has the applicant submitted documentation outlining actual costs incurred? □ Yes □ No
   b) Have environmental reports and documents have been provided to the satisfaction of the City? □ Yes □ No
   c) If applicable, is a Council-approved by-law and Ministry of Finance approval on file for Education Tax Assistance from the Province? □ Yes □ No

4. Affordable Housing Program:
   a) Has the Annual Occupancy Report been filed for the requested tax incentive year? □ Yes □ No

<table>
<thead>
<tr>
<th>Assessment and Tax Summary</th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Pre-Construction</td>
<td>Post-Construction</td>
<td></td>
</tr>
<tr>
<td>Assessed Value</td>
<td>Assessed Value</td>
<td></td>
</tr>
<tr>
<td>Municipal Tax Rate</td>
<td>Municipal Tax Rate</td>
<td></td>
</tr>
<tr>
<td>Education Tax Rate</td>
<td>Education Tax Rate</td>
<td></td>
</tr>
<tr>
<td>Municipal Tax Paid</td>
<td>Municipal Tax Paid</td>
<td></td>
</tr>
<tr>
<td>Education Tax Paid</td>
<td>Education Tax Paid</td>
<td></td>
</tr>
<tr>
<td>Total Tax Paid</td>
<td>Total Tax Paid</td>
<td></td>
</tr>
<tr>
<td>Total Tax Rebate</td>
<td>Total Tax Rebate</td>
<td></td>
</tr>
</tbody>
</table>

City of Peterborough Review and Approval (signoff)
Planning/Housing Staff: ______________________
Tax Staff: ______________________
Planning/Housing Manager: ____________________
### Appendix A - Project Milestones/Development Schedule

<table>
<thead>
<tr>
<th>Milestones (check the boxes below to indicate that supporting documentation is attached)</th>
<th>Initial Estimate Date (yyyy-mm-dd) or N/A</th>
<th>Revised Estimate Date (yyyy-mm-dd) or N/A</th>
<th>Actual Date or N/A</th>
<th>Check if achieved</th>
</tr>
</thead>
<tbody>
<tr>
<td>□ Site Acquired</td>
<td>2013</td>
<td></td>
<td></td>
<td>☑</td>
</tr>
</tbody>
</table>

#### Planning Act Approvals

<table>
<thead>
<tr>
<th>Milestone</th>
<th>Initial Estimate Date (yyyy-mm-dd)</th>
<th>Revised Estimate Date (yyyy-mm-dd)</th>
<th>Actual Date or N/A</th>
<th>Check if achieved</th>
</tr>
</thead>
<tbody>
<tr>
<td>□ Official Plan Amendment</td>
<td>15/10/01</td>
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<tr>
<td>□ Severances</td>
<td></td>
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<tr>
<td>□ Re-zoning Approval</td>
<td>15/10/01</td>
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<tr>
<td>□ Minor Variance Approval</td>
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<tr>
<td>□ Site Plan Approval</td>
<td>15/11/01</td>
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#### Environmental Assessment Act Approvals

<table>
<thead>
<tr>
<th>Milestone</th>
<th>Initial Estimate Date (yyyy-mm-dd)</th>
<th>Revised Estimate Date (yyyy-mm-dd)</th>
<th>Actual Date or N/A</th>
<th>Check if achieved</th>
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<tbody>
<tr>
<td>□ Phase 1</td>
<td>15/07/01</td>
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<tr>
<td>□ Phase 2</td>
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<tr>
<td>□ Phase 3</td>
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<td>□ Record of Site Condition</td>
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<tr>
<td>□ Mortgage Financing Confirmed</td>
<td>15/08/01</td>
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<tr>
<td>□ Council Approval Confirmed</td>
<td>15/08/04</td>
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<tr>
<td>□ Funding agreement signed and security registered</td>
<td>15/11/15</td>
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<tr>
<td>□ Insurance Certificate Issued</td>
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<tr>
<td>□ Demolition Permit</td>
<td>15/08/01</td>
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<tr>
<td>□ Building Permit Issued</td>
<td>15/11/30</td>
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<td>□ Construction Started</td>
<td>15/12/15</td>
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<tr>
<td>□ Structural Framing 50% complete</td>
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<tr>
<td>□ Structural Framing 100% complete</td>
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<td>□ Substantial Completion complete</td>
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<td>□ Interest Adjustment Date</td>
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<td>□ Occupancy</td>
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