

Bill No. 295
2018

By-law No. A.-_____

A by-law to approve the Ontario Renovates Home Repair Loan Agreement between the City of London and eligible applicants; to authorize the Managing Director of Housing, Social Services and Dearnness Home to execute the Ontario Renovates Home Repair Loan Agreement.

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

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

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

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

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

1. The Ontario Renovates Home Repair Loan Agreement substantially in the form attached as Schedule 1 to this by-law and satisfactory to the City Solicitor, between The Corporation of the City of London and eligible applicants, is hereby approved.
2. The Managing Director of Housing, Social Services and Dearnness Home or his/her designate is delegated the authority to execute the Ontario Renovates Home Repair Loan Agreement approved in section 1, above.
3. This by-law shall come into force and effect on the day it is passed.

PASSED in Open Council on June 26, 2018.

Matt Brown
Mayor

Catharine Saunders
City Clerk

First Reading – June 26, 2018
Second Reading – June 26, 2018
Third Reading – June 26, 2018

Schedule 1

Date _____

Dear _____

In response to your application for funding under the City of London Ontario Renovates Program, I am pleased to advise that your application has been approved, subject to the following terms and conditions:

TERMS AND CONDITIONS:

1. You must SIGN and RETURN the two enclosed duplicate copies of this Letter of Agreement and the enclosed two copies of the Promissory Note within five (5) business days.
2. Any commitment of funding by the City of London is conditional and subject to approval from the Ministry of Municipal Affairs and Housing.
3. I/We hereby declare that I/We are the registered owner(s) and sole and principal resident(s) of _____ property municipally known as _____ **insert address** _____ (the "Home") and that no other person or legal entity in whole or in part, owns the Home.
4. The requested forgivable loan for repair modifications is \$_____. I/We hereby consent to the registration of a Lien in favor of the City of London to secure the amount of the loan.

You have been conditionally approved for a Loan in an amount not to exceed \$___ **0.0** ("Funding"). Details of your Loan are outlined in the table below:

	Amount	Scope of work / description
Home Repair Modifications	\$0	
Legal costs	\$	Title search conducted by City of London Legal Services
Total Funding	\$	
Forgivable Loan	\$	

5. The term of this Letter of Agreement shall commence on the date of execution and end on the date that is ten (10) years from the date the work outlined in section 4 of this Agreement is completed. The period of loan forgiveness is ten (10) years ("Loan Forgiveness Period"), beginning on the date of work completion and forgiven at a rate of ten percent (10%) per year over the Loan Forgiveness Period. A letter of completion will be sent by the City of London confirming the date of work completion.
6. You agree that if you sell, rent or transfer the property, or if you cease to occupy the property as a principal residence prior to the end of the Loan Forgiveness Period, the outstanding balance of the loan becomes immediately due and payable. You or the person responsible for your Estate, or person acting as your Power of Attorney, shall notify the City of London within ten (10) days. Repayment of the outstanding loan balance shall be calculated based on the original loan amount less the loan forgiveness earned to the date the property is sold, rented, transferred or the date you cease to occupy the property as a principal residence.
7. Funding is to be used solely for the approved scope of work in the Home, as outlined in section 4 of this Letter of Agreement.
8. Project work must commence within one hundred and twenty (120) days of the date of this letter of agreement and must be completed within a reasonable timeframe, as determined by the City of London.
9. Annually, throughout the term of the Loan Forgiveness Period, and from time to time as requested by the City of London, you must provide the City of London with any documentation, information, declarations and warranties requested to confirm your continued eligibility for the Ontario Renovates Program.
10. You are required to collect and submit an invoice (or contractor deposit statement, if applicable) for all payments made or due for the approved scope of work set out in section 4 of this Agreement. If an acceptable invoice or statement is not collected and submitted, payment of Funding will be withheld. An acceptable invoice or statement includes the contractor(s) name, address, business number, HST number, description of work performed, and the total amount of the contracted service.

11. You acknowledge that the funding you receive will be the Funding minus legal costs that the City of London has incurred, including a title search for the Home.
12. A payment of **up to**__ % of the approved Funding may be advanced to satisfy contractor deposit requirements (where applicable). If required, a payment of **up to**__% of the Funding (minus previous deposit payment, if any) may be requested for partial completion of the work, otherwise the City of London will provide a final payment in an amount that is equal to the sum of the remaining or total project costs upon full completion in an amount not to exceed **100%** of the Funding.
13. Any advance of Funding for payments made or due to be made for the approved scope of work as set out in section 4 of this Agreement are subject to on-site verification by the City of London, to confirm that the work has been completed in a satisfactory manner, as determined by the City of London in its sole discretion. Photos will be taken.
14. You acknowledge that you are solely responsible for the supervision and payment of contractors or other personnel retained to complete the work, and all Funding will be paid to you directly for disbursement to any contractor or other personnel that you have used for the approved scope of work.
15. Any unused, unsubstantiated or overpaid amounts, including amounts paid as a result of misrepresentation or incomplete work shall be immediately repaid to the City of London; loan forgiveness shall not apply to these amounts.
16. For the term of the Loan Forgiveness Period you are required to maintain a property insurance policy for the full insurable value of the Home and you are required to remain up-to-date with your property tax payments.
17. A breach of sections 3, 6, 7, 8, 9, 14, 15 and/or 16 of this Letter of Agreement shall constitute an Event of Default. Upon occurrence of an Event of Default, you shall notify the City of London within ten (10) days. You hereby acknowledge your joint and several obligations to repay all of the outstanding loan amount upon the occurrence of an Event of Default, as determined by the City of London in its sole discretion.
18. You acknowledge that you shall carry out the Project work in compliance with all applicable laws, by-laws and regulations and shall be solely responsible for obtaining any permits and zoning approvals that may be required.
19. You acknowledge that none of the Province of Ontario, the City of London, their employees, elected officials, officers, directors and agents holds any responsibility for your selection and/or approval of contractors, trades-people, materials, construction processes and work results.
20. You acknowledge and agree that you shall indemnify, defend and hold harmless the City of London from and against all claims, losses, damages, costs, expenses and other actions made, brought, threatened to be brought or prosecuted, in any manner based upon, occasioned by or attributable to any injury or death of a person or loss or damage to property caused, alleged to be caused, or suffered as a result of the performance of the work or attributable to anything done or omitted to be done by you as part of this Agreement.
21. You acknowledge that you are solely responsible for all requirements under the *Construction Lien Act* and shall indemnify, defend and hold harmless City of London against any claim of non-payment or breach of contract brought by any party retained by you to complete the work.
22. Sections 19, 20 and 21 shall survive the termination or expiry of this Letter of Agreement.
23. This Letter of Agreement is made pursuant to, and shall be governed by, the laws of Canada and the laws of Ontario applicable therein.
24. Should any provision of this Agreement be illegal or unenforceable, it or they shall be considered separate and severable from this Agreement and the remaining provisions shall remain in force and be binding upon the parties.
25. You acknowledge that you shall not assign this Agreement without prior written approval of the City of London, which may be arbitrarily withheld.
26. This Agreement shall be binding upon and shall enure to the benefit of the City of London and the recipient of the Funding and their respective heirs, executors, successors and assigns.
27. You acknowledge that you have had an opportunity to receive independent legal advice and representation in relation to signing this Letter of Agreement.
28. You hereby declare that the information you provided in and with the City of London Ontario Renovates Application Form remains true and accurate as of the day of submission of this Agreement.

