

Bill No. 392
2015

By-law No. A. - _____

A By-law to authorize an Agreement between The Corporation of the City of London and At'lohosa Native Family Healing Services Inc., and Ontario Aboriginal Housing Services (OAHS) with respect to the sale and assumption of the Convert-to-Rent/ Rehabilitation Assistance Program affordable housing project at 343 Richmond Street, London and to authorize the Mayor and City Clerk to execute the Agreement.

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

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

AND WHEREAS it is deemed expedient for The Corporation of the City of London (the "City") to enter into an agreement with At'lohosa Native Family Healing Services Inc., and Ontario Aboriginal Housing Services (OAHS) with respect to the sale and assumption of the Convert-to-Rent/ Rehabilitation Assistance Program affordable housing project at 343 Richmond Street, London (the "Agreement");

AND WHEREAS it is appropriate to authorize the Mayor and City Clerk to execute the Agreement on behalf of the City;

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

1. The Agreement attached as Schedule "A" to this By-law, being an agreement with At'lohosa Native Family Healing Services Inc., and Ontario Aboriginal Housing Services (OAHS) with respect to the sale and assumption of the Convert-to-Rent/ Rehabilitation Assistance Program affordable housing project at 343 Richmond Street, London is hereby AUTHORIZED AND APPROVED.
2. The Mayor and City Clerk are authorized to execute the Agreement authorized and approved under section 1 of this by-law.
3. This by-law shall come into force and effect on the day it is passed.

PASSED in Open Council on November 24, 2015.

Matt Brown
Mayor

Catharine Saunders
City Clerk

First reading – November 24, 2015
Second reading – November 24, 2015
Third reading – November 24, 2015

ASSIGNMENT/ASSUMPTION AGREEMENT

THIS INDENTURE made the _____ day of _____, 2015.

BETWEEN:

ATLOHSA NATIVE FAMILY HEALING SERVICES INC.

a corporation incorporated pursuant to the laws of the Province of Ontario
(hereinafter called "**Atlohsa**")

OF THE FIRST PART

-and-

ONTARIO ABORIGINAL HOUSING SUPPORT SERVICES CORPORATION

a corporation incorporated pursuant to the laws of the Province of Ontario
(hereinafter called "**OAHS**")

OF THE SECOND PART

THE CORPORATION OF THE CITY OF LONDON

a corporation incorporated pursuant to the laws of the Province of Ontario
(hereinafter called the "**City**")

OF THE THIRD PART

WHEREAS by agreement of purchase and sale entered into between Atlohsa, as Vendor and OAHS, as Purchaser dated the 23rd day of September, 2015, as amended from time to time, did enter into an agreement respecting the purchase and sale of the property known municipally as 343 Richmond Street, London, Ontario and described legally more in **Schedule "A"** attached hereto (the "**Lands**").

AND WHEREAS Atlohsa entered into "Covert-to-Rent Agreements" with the City all of which are attached hereto as **Schedule B**" (the "**CTR Agreements**"), and has agreed to assign to OAHS, all of its rights, title, and interest in, under and the CTR Agreements upon the terms contained herein.

AND WHEREAS OAHS has agreed to assume all rights, title and obligations under the CTR Agreements with respect to the Lands and has agreed to assume all obligations under the CTR Agreements and to observe and perform and be bound by the terms, conditions, covenants and provisions therein contained;

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the sum of Two (\$2.00) Dollars now paid by each of the parties hereto to the other and in further consideration of the premises and mutual covenants herein contained (the receipt and sufficiency of which is hereby expressly acknowledged) the parties hereto agree as follows:

1. Atlohsa hereby assigns to OAHS all of its rights, title and interest in the CTR Agreements and OAHS agrees to assume all obligations of Atlohsa pertaining to or arising from the CTR Agreements.
2. OAHS hereby covenants to perform and be bound by the terms, conditions, covenants and provisions in the CTR Agreements therein contained as if it was an original signatory thereto.

3. That every covenant, attornment, proviso, condition and stipulation contained in the CTR Agreements shall apply to and bind OAHS from and after the date hereof in the same manner and with the same effect as if OAHS had been Atlohosa and as such had executed the CTR Agreements, and OAHS covenants with the City to do, observe, keep and perform every such covenant, attornment, proviso, condition and stipulation from and after the date hereof.
4. That every covenant, attornment, proviso, condition and stipulation contained in the CTR Agreements shall apply to and bind OAHS from and after the date hereof in the same manner and with the same effect as if OAHS had been Atlohosa and as such had executed the CTR Agreements, and OAHS covenants with the City to do, observe, keep and perform every such covenant, attornment, proviso, condition and stipulation from and after the date hereof.
5. Without prejudice to its rights against OAHS under this Agreement, the City may release and discharge Atlohosa and any other corporation, person or persons from all liability under its/his/her or their personal covenants in the CTR Agreements for payment of the monies thereby secured or other monies payable under the CTR Agreements but any such release shall be without prejudice to the rights of the City under all other covenant and provisions contained in the CTR Agreements and to the rights and remedies against the said Lands all of which rights and remedies of the City are hereby reserved.
6. Except as provided above, these presents shall not alter or prejudice the right and priorities of the City as against OAHS or any surety or any subsequent encumbrancer or other person whomsoever interested in the Lands or liable for the said debt or any part thereof and not a party hereto, or the rights of any such OAHS surety, subsequent encumbrancer or other person, all of which rights and priorities are hereby reserved.
7. The City shall not be obliged to proceed against Atlohosa or any other person liable hereunder or to enforce or exhaust any security before proceeding to enforce the obligations of OAHS herein as set out and that enforcement of such obligations may take place before, after or contemporaneously with enforcement of any debt or obligations of OAHS or any other person liable hereunder or the enforcement of any security for any such debt or obligations.
8. There has been no material default under any of the CTR Agreements.
9. There are no material outstanding disputes under the CTR Agreements or by any of the parties thereto.
10. The City has executed this Agreement as evidence of their consent to the assignment on the terms of the CTR Agreements and this Agreement.
11. The City and Atlohosa hereby confirm that the CTR Agreements are in good standing as at the date hereof.
12. Nothing in this Agreement shall permit the further assignment, transfer of the rights or obligations under the CTR Agreements without the written consent of the City.
13. Atlohosa and OAHS covenant and agree to execute any documents, and take such actions, as may be required by the City, acting reasonably, from time to time to assist with the implementation and effect of this Agreement.
14. No consent or waiver, express or implied, by the City to or of any breach of default by Atlohosa and OAHS in performance of obligations hereunder, under the CTR Agreements shall be deemed or construed to be a consent to or waiver of any breach or default in the performance by Atlohosa or OAHS of any of their respective obligations. Failure on the part of the City to notify of any act, or failure to act, of Atlohosa or OAHS, irrespective of how long such failure continues, shall not constitute a waiver by the City of its rights.
15. The CTR Agreements are amended pursuant to the terms hereof and shall remain in full force and effect, in whole without novation. All other terms and conditions of the CTR Agreements shall remain in full force and effect. Provided that nothing herein contained shall create any merger or alter the rights of the City as against any subsequent encumbrancer or other person interested in the Lands, nor affect the liability of any person not a party hereto.

16. This Agreement shall be governed by and in accordance with the laws of the Province of Ontario.
17. This Agreement may be executed in several counterparts, each of which, when so executed shall be deemed to be an original, and such counterparts together shall constitute one and the same document.
18. The parties agree that the execution and delivery of this Agreement, notice of acceptance thereof and delivery of all such notices and communications may be made by facsimile machine and/or electronic machine to the parties or their solicitors, and shall be binding on all parties as if it was their original signatures.
19. This Indenture shall be binding upon and enure to the benefit of the respective heirs, executors, administrators, successors and assigns of the parties hereto.

[INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF all the parties hereunto have affixed its corporate seal under the hands of its proper signing officers duly authorized in that behalf.

ATLOHSA NATIVE FAMILY HEALING SERVICES INC.

Per: _____
Name:
Title:

Per: _____
Name:
Title:
I/We have the authority to bind the corporation.

ONTARIO ABORIGINAL HOUSING SUPPORT SERVICES CORPORATION

Per: _____
Name:
Title:

Per: _____
Name:
Title:
I/We have the authority to bind the corporation.

THE CORPORATION OF THE CITY OF LONDON

Per: _____
Name:
Title:

Per: _____
Name:
Title:
I/We have the authority to bind the corporation.

SCHEDULE "A"
(Description of Lands)

Municipal Address: 343 Richmond Street, London, Ontario

Legal Description: Units 1-5, Level 1; Units 1-5, Level 2; Units 1-5, Level 3; Units 1-6, Level 4; Units 1-2, Level A; Middlesex Standard Condominium Plan No. 590 and its appurtenant interest; Part of Lots 11 & 12 S/W King Street and Part of Lots 11 & 12 N/W York Street designated as Part 2 on 33R-15994; T/W ROW over Parts 1, 3 & 4 on 33R-15994 as in 757452, City of London, County of Middlesex

PIN: 09193-0001 (LT) to 09193-0023 (LT) (LRO#33)

**AMENDMENT
TO
CONTRIBUTION AGREEMENT
CONVERT-TO-RENT REHABILITATION ASSISTANCE PROGRAM**

BETWEEN:

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

- and -

AT^LOHSA NATIVE FAMILY HEALING SERVICES INC. (the "Borrower")
a corporation incorporated under the laws of Ontario
(hereinafter called the "Borrower")

This Agreement made the 4th day of September 2013.

WHEREAS:

- A. The City and the Borrower entered into an agreement (the "Agreement") on August 13, 2010 wherein the Borrower agreed to undertake and complete the rehabilitation of the existing building at 343 Richmond Street, London and provide 16 affordable residential units (the "Property").
- B. Section 1 indicates the City will provide to the Borrower a loan of \$160,000 City Funds.
- C. The parties have agreed to amend the Agreement as provided fore herein:

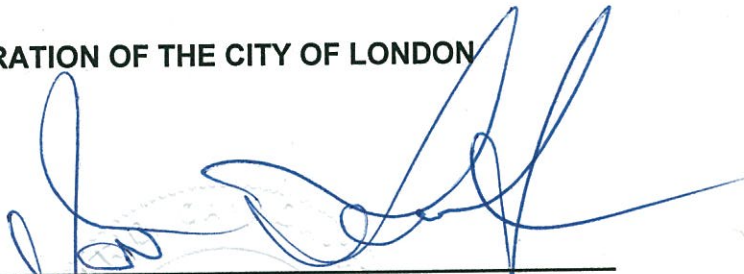
NOW THEREFORE, the City and the Borrower agree with each other that the Agreement shall be amended as follows:

1. That the City shall provide an additional \$224,000 to the Borrower as a loan;
2. That the Borrower will shall provide confirmation that Community Infrastructure Improvement Fund will contribute \$220,000 funding to this Property for the rehabilitation work as described in Section 3 below;
3. The Borrower agrees this additional funding is a one time only approval for capital expenditures to repair the basement foundation & floor; replacement of the existing flat roof; installation of a two-level elevator for wheelchair access from the street; improvement to the front of the building by painting wooden trim, installing signs, & improving the lighting in the alleyway; replacement of 13 fire proof doors & windows; replacement of the rear loading dock & upgrading of the wheelchair access ramp; installation of 30 energy efficient lights and 16 security cameras; and, replacement of heat cooling systems in eight affordable housing units;
4. That the additional \$224,000 shall be secured by a charge/ mortgage registered on title by the Borrower to the satisfaction of the City prior to any advance of the additional funding;
5. The forgivable loan will be in place for a term of 20 years starting at the completion of the rehabilitation work as described in Section 3 above.


All other Terms and Conditions in the aforementioned Agreement shall remain in full force and effect.

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

THE CORPORATION OF THE CITY OF LONDON

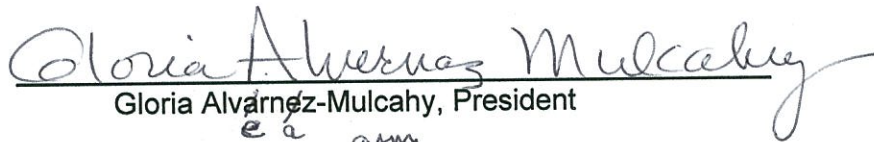


Joe Fontana, Mayor

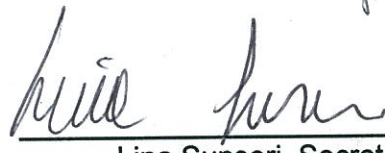


Catharine Saunders, City Clerk

AT^LOHSA NATIVE FAMILY HEALING SERVICES INC.




Gloria Alvarez-Mulcahy, President



Lina Sunseri, Secretary

We have the authority to bind the Corporation

CITY SOLICITOR'S OFFICE CITY OF LONDON	
DATE: <u>Aug 29 / 2013</u>	
APPROVED AS TO FORM ONLY	

Annex 1

COMMUNITY INFRASTRUCTURE IMPROVEMENT FUND

STATEMENT OF WORK

Recipient: Atlohsa Native Family Healing Services Inc
 Project Title: Atlohsa Native Family Healing Centre
 Project Location: 343 Richmond Street, London N6A3C2

PROJECT DESCRIPTION:

Project works includes:

- Repairs to the foundation and basement floor to improve energy efficiency/limit heat loss;
- Replacement of the existing flat roof;
- Installation of a two-level elevator for wheelchair access from the street;
- Improvements to the front of the building by painting wooden trim, installing signs and improving the lighting in the alleyways;
- Replacement of approximate 13 fire proof doors and windows;
- Replacement of the rear loading dock and upgrading of the wheelchair access ramp;
- Installation of approximately 30 energy efficient lights and 16 security cameras; and,
- Replacement of heat cooling systems in eight affordable housing units.

Estimated date of commencement: 2013-01-09

Estimated date of Substantial Completion: 2013-12-31

FEDERAL CONTRIBUTION BY FISCAL YEAR

2012/2013	2013/2014	Total
\$0	\$220,000	\$220,000

SECURITY DOCUMENT

**CITY OF LONDON
CONVERT-TO-RENT / REHABILITATION ASSISTANCE PROGRAM**

PROPERTY OWNER(S): AtMohsa Native Family Healing Services Inc.

BUSINESS ADDRESS: 109-343 Richmond Street, London, ON N6A 3C2

PROPERTY ADDRESS: 343 Richmond Street, London, ON N6A 3C2

LEGAL DESCRIPTION OF PROPERTY TO BE SECURIYT FOR THE CITY LOAN:
Attached as Schedule "A"

PINS: 09193-006 to 09193-0021 (inclusive)

PROPERTY INDEBTEDNESS:


	<u>OWED TO</u>	<u>AMOUNT TO</u>
1ST MORTGAGE	OAHSSC	\$2,160,000
2ND MORTGAGE	Province of Ontario	\$ 254,000
OTHER ENCUMBRANCES: CITY OF LONDON		\$ 160,000

LOAN DETAILS

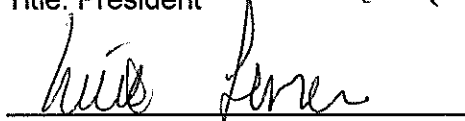
TOTAL LOAN AMOUNT: \$224,000
MONTHLY PAYMENT: N/A
WORK COMPLETED: January 1, 2014

AMORTIZATION PERIOD: 20 YEARS
FIRST PAYMENT DATE: N/A
MATURITY DATE: December 31, 2034

I/We hereby certify that the information given above is true, correct and complete in every respect and may be verified by the municipality. I/We hereby agree to the registration of lien or charge upon the land in respect of which the forgivable loan was made pursuant to Subsection 110 of the Municipal Act S.O. 2001c.25 as amended. In the event of default under the terms of the loan, the full amount of the balance owing will become due and payable together with interest at the same rate as that set by City Council as penalty and/or interest for late payment of taxes. I/We hereby agree that notwithstanding any other provision of this agreement, the City in its sole discretion may, in the event of default under the terms of the loan, direct that the amount of the loan together with interest at the same rate as that set by City Council as penalty and/or interest for late payment of taxes, be added by the Clerk of the Municipality to the collector's roll and collected in a like manner as municipal taxes. I/We hereby agree that if the ownership of the lands described herein is transferred to any person other than the debtor, by sale, assignment, or otherwise, the City, at its sole discretion, may allow for the transfer of the outstanding balance of the loan to the purchaser, in those cases where the purchaser agrees, in writing to the Municipality, to accept such transfer. Otherwise, where ownership is transferred as described above, the outstanding balance of the loan shall immediately become due and repayable. If the structures upon said land are demolished in whole or in part, the outstanding balance of the loan shall immediately become due and repayable.


Name: Gloria Alvarez-Mulcahy
Title: President

Date: Aug. 7, 2013


Name: Lina Sunseri
Title: Secretary

Date: August 8, 2013

We have the authority to bind the Corporation

SCHEDULE "A"

THE 16 UNITS ON LEVELS 2, 3 AND 4 OF MIDDLESEX STANDARD CONDOMINIUM NO. 590 AND THEIR APPURTENANT INTERESTS; PIN'S 09193-006 TO 09193-0021 INCLUSIVE

MORE PARTICULARLY DESCRIBED AS:

PIN 09193-0006; UNIT 1, LEVEL 2, MIDDLESEX STANDARD CONDOMINIUM PLAN NO. 590 AND ITS APPURTENANT INTEREST;

PIN 09193-0007; UNIT 2, LEVEL 2, MIDDLESEX STANDARD CONDOMINIUM PLAN NO. 590 AND ITS APPURTENANT INTEREST;

PIN 09193-0008; UNIT 3, LEVEL 2, MIDDLESEX STANDARD CONDOMINIUM PLAN NO. 590 AND ITS APPURTENANT INTEREST;

PIN 09193-0009; UNIT 4, LEVEL 2, MIDDLESEX STANDARD CONDOMINIUM PLAN NO. 590 AND ITS APPURTENANT INTEREST;

PIN 09193-0010; UNIT 5, LEVEL 2, MIDDLESEX STANDARD CONDOMINIUM PLAN NO. 590 AND ITS APPURTENANT INTEREST;

PIN 09193-0011; UNIT 1, LEVEL 3, MIDDLESEX STANDARD CONDOMINIUM PLAN NO. 590 AND ITS APPURTENANT INTEREST;

PIN 09193-0012; UNIT 2, LEVEL 3, MIDDLESEX STANDARD CONDOMINIUM PLAN NO. 590 AND ITS APPURTENANT INTEREST;

PIN 09193-0013; UNIT 3, LEVEL 3, MIDDLESEX STANDARD CONDOMINIUM PLAN NO. 590 AND ITS APPURTENANT INTEREST;

PIN 09193-0014; UNIT 4, LEVEL 3, MIDDLESEX STANDARD CONDOMINIUM PLAN NO. 590 AND ITS APPURTENANT INTEREST;

PIN 09193-0015; UNIT 5, LEVEL 3, MIDDLESEX STANDARD CONDOMINIUM PLAN NO. 590 AND ITS APPURTENANT INTEREST;

PIN 09193-0016; UNIT 1, LEVEL 4, MIDDLESEX STANDARD CONDOMINIUM PLAN NO. 590 AND ITS APPURTENANT INTEREST;

PIN 09193-0017; UNIT 2, LEVEL 4, MIDDLESEX STANDARD CONDOMINIUM PLAN NO. 590 AND ITS APPURTENANT INTEREST;

PIN 09193-0018; UNIT 3, LEVEL 4, MIDDLESEX STANDARD CONDOMINIUM PLAN NO. 590 AND ITS APPURTENANT INTEREST;

PIN 09193-0019; UNIT 4, LEVEL 4, MIDDLESEX STANDARD CONDOMINIUM PLAN NO. 590 AND ITS APPURTENANT INTEREST;

PIN 09193-0020; UNIT 5, LEVEL 4, MIDDLESEX STANDARD CONDOMINIUM PLAN NO. 590 AND ITS APPURTENANT INTEREST;

PIN 09193-0021; UNIT 6, LEVEL 4, MIDDLESEX STANDARD CONDOMINIUM PLAN NO. 590 AND ITS APPURTENANT INTEREST.

REQUEST FOR FINAL PAYMENT

CITY OF LONDON

CONVERT-TO-RENT / REHABILITATION ASSISTANCE PROGRAM

TO: THE CITY OF LONDON

AMOUNT: \$

DATED:

PROPERTY ADDRESS:

FROM: OWNER:

CONTRACTOR:

LOAN AGREEMENT DATED:

- ATTACH COPY OF ALL RECEIPTS FOR WORK COMPLETED

Payment can not be processed until all work is completed and the City of London representative and Fire Inspector have inspected the property.

Signature of Owner: _____

INSTRUCTIONS:

Complete the Request For Payment form and forward to:

City of London – Housing Division
P.O. Box 5035
London, ON N6A 4L9

Via Courier: 267 Dundas Street, 3rd Floor

Attention: Melissa Espinoza, Affordable Housing Development
Coordinator

CONTRIBUTION AGREEMENT

CONVERT-TO-RENT / REHABILITATION ASSISTANCE PROGRAM

THIS AGREEMENT DATED the 13th day of August, 2010

Between: **THE CORPORATION OF THE CITY OF LONDON** (the "City")

OF THE FIRST PART:

-AND-

AT^LOHSA NATIVE FAMILY HEALING SERVICES INC. (the "Borrower")

OF THE SECOND PART:

WHEREAS By-Law No. A.-5814-11, the Municipal Housing Facilities By-Law, (the By-Law), permits the City to make a loan to an owner of a rental property and forgive the total or partial repayment of the loan, provided that the owner has entered into an agreement with the City that conforms to the By-Law, its Regulations, and pursuant to the conditions attached to the loan and those included in this document;

AND WHEREAS the Borrower has requested a loan by a letter dated the 27th day of January 2010, and whereas the City has agreed to grant a forgivable loan to be earned over the term of this agreement, provided that the Borrower complies with prescribed conditions;

AND WHEREAS the Borrower is to undertake and complete all mandatory health and safety repairs to all non-eligible units and common areas and to undertake and complete the conversion and/or rehabilitation of the existing building into self-contained rental units, (the "Property"), known municipally as 343 Richmond Street, London, Ontario;

AND WHEREAS the City has agreed to give a forgivable loan to the Borrower provided that during the term of this agreement, sixteen (16) units in the Property will be rented to tenants who spend less than thirty percent of their family income on rent and who have incomes below the Established Income Thresholds established from time to time by the City of London (the "Designated Units").

THEREFORE in consideration of the covenants contained herein and other valuable consideration given by the Borrower to the City (the receipt and sufficiency of which is hereby acknowledged) the parties, covenant and agree as follows:

1. FORGIVABLE LOAN

The City agrees to grant to the Borrower a forgivable loan in the amount of one hundred, sixty thousand dollars (\$160,000) which loan shall be fully forgivable by the City if the Borrower complies with the terms of the conditions in this Agreement. The obligation to repay this loan will be reduced by 1/20 of the loan amount in each year of the term until completely forgiven or until the Borrower is required to repay the loan in accordance with the terms of this agreement.

Interest on the forgivable loan amount shall accrue on the total of the amount or amounts advanced under the loan at the rate of eight per cent (8%) per annum. The interest so calculated shall compound semi-annually, not in advance. On each anniversary date, the Borrower shall pay the City the amount of interest, as calculated on the loan amount according to the interest rate stipulated, so accrued during the previous year; provided, however, if in the opinion of the City, acting reasonably, the Borrower has satisfied, as of such anniversary date, the requirements of this Agreement, the amount of the interest so owing shall automatically be forgiven.

2. RENT

(a) The City requires that all the Designated Units will be rented at 80% or less of the CMHC Average Market Rent (AMR). Rents will remain affordable for a period of twenty years, including a 5 year phase out period. The affordable rents for 2010 will be set as follows:

<u>Unit Description</u>	<u>Affordable Rents</u>	<u>Established Income Threshold</u>
2 Bedroom Unit	\$560	\$33,600
3 Bedroom Unit	\$610	\$36,600

(b) The rents as outlined in 2(a) will be inclusive of basic utility services i.e. heat, electricity, water but will not include items such as: air conditioning units, additional appliances, aquariums or space heaters. Rents are exclusive of parking, telephone, cable and other similar fees. The completion date is estimated to be December 31, 2010. Qualified Households for each Designated Unit shall be those households with annual income not in excess of the Established Income Thresholds herein for each Designated Unit.

(c) In subsequent years while this Agreement is in force, the Borrower may implement rent increases for the Designated Units that are no greater than those allowed under the *Residential Tenancies Act 2006*, or any successor legislation, rent guideline published annually but must remain at 80% or less of the CMHC AMR for the term of the Agreement. Where rent increases above this level are necessary because of increases in the eligible operating expenses, a Revenue and Expense Statement and a Projected Budget must be submitted to the City Housing Division. These statements are required at least four months prior to the effective date of the proposed rental increase. The City may request additional information to substantiate the requested rent increase. Upon review of the information supplied, the City, at its sole discretion, may approve the proposed rent increase in whole or in part. The increase will be the lower amount approved by the City or allowed under the *Residential Tenancies Act 2006*, or successor legislation.

(d) Following the full completion of the conversion and/or rehabilitation work related to the Property, the Borrower shall annually on the anniversary date of the signing of this Agreement, submit to the City of London Housing Division a completed 'Project Owner's Annual Report' on the form attached.

3. PHASE-OUT PERIOD

(a) The Phase-out Period means the last five (5) years of this agreement.

(b) During the Phase-out Period, the Borrower shall not increase the rent charged to in-situ tenants of Designated Units by more than the rent guideline increase permitted under section 2(c).

(c) Upon a Designated Unit becoming vacant during the Phase-out Period, the Borrower may rent the Designated Unit to a new tenant at any rent agreed to by the Borrower and the new tenant.

4. AFTER PHASE-OUT PERIOD

After the end of the Phase-out Period, the Borrower shall be permitted to rent Designated Units to new tenants at rents agreed to by the Borrower and the new tenants.

5. DEFAULT REPAYMENT

Should the Borrower be in default under the terms of the loan or under the terms of this Agreement or under the terms of any mortgage or other encumbrance registered on title to the Property, the City shall have the right to declare all or part of the unforgiven balance of the loan due and payable immediately. Interest will be payable only from the date of default until the loan is paid in full. The interest rate shall be the Bank of Canada Prime Rate plus 2% in effect at the time of the loan default.

The amount of the forgivable loan that must be repaid is equal to the total amount of the forgivable loan less any amount considered forgiven from the first day of the month following the payment of funds until the date of default.

6. LEASING

In the event the tenant in a Designated Unit vacates the unit, the Borrower shall ensure the total household income of the new tenant of the Designated Unit is at or below the applicable income threshold.

Confirmation of the new tenant(s) name, household size and total household income completed by the tenant before occupancy must be retained by the Borrower for the term of this Agreement.

Designated Unit shall be made available during the first year following completion of conversion work to individuals and families on the City Housing Access Centre Waiting List, subject to their ability to pay affordable rent for the available unit.

7. VACANT UNIT

If the Borrower is unable to locate a tenant with income below the established income threshold, the Borrower shall notify the City immediately. Failure to comply with this requirement may result in the forfeiture of assistance.

8. FORFEITURE OF ASSISTANCE

During the term of this Agreement, the number of Designated Units rented to tenants who have incomes at or below the Established Income Threshold, must be maintained at the original number stated in this Agreement. In the event this requirement is not met, the pro rata portion of the unforgiven balance of the loan applicable to the Designated Unit not rented to tenants meeting the established income thresholds shall become immediately due and payable in accordance with section 5.

9. DISCRIMINATION

In the renting units in the Property, The Borrower shall 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*, R.S.O. 1990 c.H.19, as amended from time to time.

10. MAINTENANCE

The Borrower shall be responsible for ensuring that the Designated Units are maintained to a minimum level of health and safety.

11. MONITORING

The Borrower shall retain the verification of income from tenants and other such records in a form satisfactory to the City and shall permit the City to have access to the Property and to inspect such records at any reasonable time. The Borrower will supply information as may be requested by the City to confirm adherence to this Agreement.

12. SALE OF PROPERTY

The Borrower shall notify the City in writing at least twenty (20) working days prior to the closing date of any sale of the Property or any Designated Unit.

The Borrower shall obtain from any purchaser of the Property or any Designated Unit a covenant to be bound by the terms and conditions of this Agreement and to execute a new agreement in this form, if required by the City, before consent to the sale in writing may be given by the City. Rent increases will continue to be permitted in accordance with the terms of the original Agreement. No increase in rents will be permitted at the time of sale.

If the Property or any Designated Unit is sold before the twenty (20) year term of this Agreement expires the following provisions shall apply:

- a) In the case of the sale of the entire Property, the Borrower shall repay the unforgiven balance of the loan plus five percent (5%) of the realized capital gains;
- b) In the case of the sale of a Designated Unit, the Borrower shall repay pro rata portion of the unforgiven balance of the loan applicable to the Designated plus five percent (5%) of the realized capital gains;
- c) An independent appraisal of the Property may be completed at the City's expense;
- d) Money put into renovations made to the Property may not be deducted from the capital gains;
- e) If the Property or any Designated Unit is sold after twenty (20) years, there would be no repayment of the loan or capital gains.

In the event that the Property or any Designated Unit is sold or otherwise disposed of without the prior knowledge and written consent of the City, the Borrower shall be deemed to be in default and any unforgiven balance of the loan shall become due and payable immediately, together with accrued interest thereon calculated from the date of sale. The interest shall be at the rate as set by City Council, or at the rate established in section 5 hereof.

13. MORTGAGE POSTPONEMENTS

During the term of this Agreement, the postponement of the City's loan security will be considered only under the following conditions, and at the sole discretion of the City:

A postponement will be granted:

- a) to permit renewal of an existing prior mortgage at current market rates;
- b) to permit refinancing of a prior mortgage(s) to obtain more favourable terms in respect of interest rate, monthly payments, to finance, at rates of no greater than the current market, cost market, cost overrun or the cost of repairs;
- c) to facilitate the making of such advances on a prior registered mortgage which was not fully advanced at the time of registration of the City's loan security provided such prior mortgage has not been increased; or
- d) Such other reasons as may be agreed to by the City.

City approval will be subject to a review to ensure continued viability of the project and to ensure monthly payments after additional financing do not result in excessive rent increases.

Postponements, including upon sale of the Property, will not be approved where equity is being withdrawn.

All costs associated with any postponement shall be at the Borrower's expense.

14. TERM OF AGREEMENT

This Agreement shall continue in force for a period of 20 years from the date hereof.

15. NOTICE

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 London
Housing Division
P.O. Box 5035
London, ON
N6A 4L9
Fax: 519-661-5804

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

Darlene Ritchie, Executive Director
At^lohsa Native Family Healing Services Inc.
109-343 Richmond Street
London, ON N6A 3C2
Fax: (519)438-0070

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.

16. SUCCESSORS AND ASSIGNS

This Agreement shall enure to the benefit of and be binding on the parties and their respective successors and assigns.

IN WITNESS WHEREOF the said parties hereto have caused these presents to be signed on the day and year first above-mentioned.

SIGNED, SEALED AND DELIVERED

THE CORPORATION OF THE CITY OF LONDON

Per: *AM DeCicco-Best*
Anne Marie DeCicco-Best, Mayor

Per: *Catherine Saunders*
Catherine Saunders, City Clerk
City Clerk

AT^LOHSA NATIVE FAMILY HEALING SERVICES INC.

Per: *Lina Sunseri*
Lina Sunseri, Vice-President

Per: *Charlene Dodge*
Charlene Dodge, Secretary

CITY SOLICITORS
OFFICE
CITY OF LONDON
DATE: Aug 11/2016
APPROVED AS TO FORM ONLY

We have authority to bind the Corporation.

SECURITY DOCUMENT

**CITY OF LONDON
CONVERT-TO-RENT / REHABILITATION ASSISTANCE PROGRAM**

PROPERTY OWNER(S): At^lohsa Native Family Healing Services Inc.

BUSINESS ADDRESS: 109-343 Richmond Street, London, ON N6A 3C2

PROPERTY ADDRESS: 343 Richmond Street, London, ON N6A 3C2

LEGAL DESCRIPTION OF PROPERTY TO BE SECURIYT FOR THE CITY LOAN:
Attached as Schedule "A"

PINS: 09193-006 to 09193-0021 (inclusive)

PROPERTY INDEBTEDNESS:

	<u>OWED TO</u>	<u>AMOUNT TO</u>
1ST MORTGAGE	OAHSSC	\$2,160,000
2ND MORTGAGE	Province of Ontario	\$ 254,000

OTHER ENCUMBRANCES

LOAN DETAILS

TOTAL LOAN AMOUNT: \$160,000

AMORTIZATION PERIOD: 20 YEARS


MONTHLY PAYMENT: N/A

FIRST PAYMENT DATE: N/A

OCCUPANCY DATE: September 1, 2010

MATURITY DATE: August 31, 2030

I/We hereby certify that the information given above is true, correct and complete in every respect and may be verified by the municipality. I/We hereby agree to the registration of lien or charge upon the land in respect of which the forgivable loan was made pursuant to Subsection 110 of the Municipal Act S.O. 2001c.25 as amended. In the event of default under the terms of the loan, the full amount of the balance owing will become due and payable together with interest at the same rate as that set by City Council, or at the rate established in section 5 of the loan agreement and/or interest for late payment of taxes. I/We hereby agree that notwithstanding any other provision of this agreement, the City in its sole discretion may, in the event of default under the terms of the loan, direct that the amount of the loan-together with interest at the same rate as that set by City Council, or at the rate established in section 5 of the loan agreement and/or interest for late payment of taxes, be added by the Clerk of the Municipality to the collector's roll and collected in a like manner as municipal taxes. I/We hereby agree that if the ownership of the lands described herein is transferred to any person other than the debtor, by sale, assignment, or otherwise, the City, at its sole discretion, may allow for the transfer of the outstanding balance of the loan to the purchaser, in those cases where the purchaser agrees, in writing to the Municipality, to accept such transfer. Otherwise, where ownership is transferred as described above, the outstanding balance of the loan shall immediately become due and repayable. If the structures upon said land are demolished in whole or in part, the outstanding balance of the loan shall immediately become due and repayable.



Name: Lina Sunseri
Title: Vice-President

Date: Aug. 9, 2010



Name: Charlene Dodge
Title: Secretary

Date: Aug 5/10

We have the authority to bind the Corporation

SCHEDULE "A"

THE 16 UNITS ON LEVELS 2, 3 AND 4 OF MIDDLESEX STANDARD CONDOMINIUM NO. 590 AND THEIR APPURTENANT INTERESTS; PIN'S 09193-006 TO 09193-0021 INCLUSIVE

MORE PARTICULARLY DESCRIBED AS:

PIN 09193-0006; UNIT 1, LEVEL 2, MIDDLESEX STANDARD CONDOMINIUM PLAN NO. 590 AND ITS APPURTENANT INTEREST;

PIN 09193-0007; UNIT 2, LEVEL 2, MIDDLESEX STANDARD CONDOMINIUM PLAN NO. 590 AND ITS APPURTENANT INTEREST;

PIN 09193-0008; UNIT 3, LEVEL 2, MIDDLESEX STANDARD CONDOMINIUM PLAN NO. 590 AND ITS APPURTENANT INTEREST;

PIN 09193-0009; UNIT 4, LEVEL 2, MIDDLESEX STANDARD CONDOMINIUM PLAN NO. 590 AND ITS APPURTENANT INTEREST;

PIN 09193-0010; UNIT 5, LEVEL 2, MIDDLESEX STANDARD CONDOMINIUM PLAN NO. 590 AND ITS APPURTENANT INTEREST;

PIN 09193-0011; UNIT 1, LEVEL 3, MIDDLESEX STANDARD CONDOMINIUM PLAN NO. 590 AND ITS APPURTENANT INTEREST;

PIN 09193-0012; UNIT 2, LEVEL 3, MIDDLESEX STANDARD CONDOMINIUM PLAN NO. 590 AND ITS APPURTENANT INTEREST;

PIN 09193-0013; UNIT 3, LEVEL 3, MIDDLESEX STANDARD CONDOMINIUM PLAN NO. 590 AND ITS APPURTENANT INTEREST;

PIN 09193-0014; UNIT 4, LEVEL 3, MIDDLESEX STANDARD CONDOMINIUM PLAN NO. 590 AND ITS APPURTENANT INTEREST;

PIN 09193-0015; UNIT 5, LEVEL 3, MIDDLESEX STANDARD CONDOMINIUM PLAN NO. 590 AND ITS APPURTENANT INTEREST;

PIN 09193-0016; UNIT 1, LEVEL 4, MIDDLESEX STANDARD CONDOMINIUM PLAN NO. 590 AND ITS APPURTENANT INTEREST;

PIN 09193-0017; UNIT 2, LEVEL 4, MIDDLESEX STANDARD CONDOMINIUM PLAN NO. 590 AND ITS APPURTENANT INTEREST;

PIN 09193-0018; UNIT 3, LEVEL 4, MIDDLESEX STANDARD CONDOMINIUM PLAN NO. 590 AND ITS APPURTENANT INTEREST;

PIN 09193-0019; UNIT 4, LEVEL 4, MIDDLESEX STANDARD CONDOMINIUM PLAN NO. 590 AND ITS APPURTENANT INTEREST;

PIN 09193-0020; UNIT 5, LEVEL 4, MIDDLESEX STANDARD CONDOMINIUM PLAN NO. 590 AND ITS APPURTENANT INTEREST;

PIN 09193-0021; UNIT 6, LEVEL 4, MIDDLESEX STANDARD CONDOMINIUM PLAN NO. 590 AND ITS APPURTENANT INTEREST.

PROJECT OWNER'S ANNUAL REPORT

CITY OF LONDON
 CONVERT-TO-RENT / REHABILITATION ASSISTANCE PROGRAM

A. Property Information

Company or Project Name:

Property Owner:

Address of Property:

Mailing Address:

Contribution Agreement Start Date:

Contribution Agreement Expiry Date:

Contribution Agreement Phase-Out Period:

Current Reporting Period:

B. Affordable Rents (check if: heat included electricity included)

Unit Type	Number of Units	Affordable Rent Base Year	Affordable Rent Reporting Year
Bachelor			
One Bedroom			
Two Bedroom			
Three Bedroom			
Other (specify)			

C. Family Income Tenants

Unit Number	Unit Type	Tenant Name	Total Gross Family Income	Tenants Move-In Date

D. 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 London to review the rent roll from appropriate source(s) if deemed necessary.

 Name:
 Title:

Date: _____

 Name:
 Title:

Date: _____

REQUEST FOR FINAL PAYMENT

CITY OF LONDON
CONVERT-TO-RENT / REHABILITATION ASSISTANCE PROGRAM

TO: THE CITY OF LONDON

AMOUNT: \$

DATED:

PROPERTY ADDRESS:

FROM: OWNER:

CONTRACTOR:

LOAN AGREEMENT DATED:

- ATTACH COPY OF ALL RECEIPTS FOR WORK COMPLETED

Payment can not be processed until all work is completed and the City of London representative and Fire Inspector have inspected the property.

Signature of Owner: _____

INSTRUCTIONS:

Complete the Request For Payment form and forward to:

City of London – Housing Division
P.O. Box 5035
London, ON N6A 4L9

Via Courier: 267 Dundas Street, 3rd Floor

Attention: Melissa Gascon, Affordable Housing Development
Coordinator