

то:	CHAIR AND MEMBERS COMMUNITY & PROTECTIVE SERVICES COMMITTEE MEETING ON DECEMBER 15, 2015
FROM:	SANDRA DATARS BERE MANAGING DIRECTOR HOUSING, SOCIAL SERVICES AND DEARNESS HOME
SUBJECT:	AMENDMENTS TO EXISTING MUNICIPAL CONTRIBUTION AGREEMENTS (MCA) FOR AFFORDABLE HOUSING INCLUDING AMENDMENT TO MCA WITH 8999872 CANADA LTD.

RECOMMENDATION

That, on the recommendation of the Managing Director of Housing, Social Services and Dearness Home, the following actions **BE APPROVED:**

- 1. with respect to the affordable housing project with 8999872 Canada Ltd.,
 - a. the <u>attached</u> by-law (Appendix A) **BE INTRODUCED** at the Municipal Council meeting on December 21, 2015, to authorize amendments to Municipal Contribution Agreement substantially in the form of the attached Amending Agreement and to the satisfaction of the City Solicitor, and in accordance with Municipal Housing Facilities By-Law No A.-5814-11;
 - b. The Mayor and the City Clerk **BE AUTHORIZED** to execute the said Amending Agreement; and
- 2. With respect to all existing Municipal Contribution Agreements established through various Canada-Ontario Affordable Housing Program (AHP), Investing in Affordable Housing (IAH), as well as Municipal Convert to Rent and Rehabilitation programs, the attached by-law (Appendix B) BE INTRODUCED at the Municipal Council meeting on December 21, 2015, TO DELEGATE the authority to approve amendments to these agreements to the Housing Development Corporation, London, it being noted that any amendments will require the approval of the City of London Managing Director of Housing, Social Services and Dearness Home as Service Manager, and that amendments would not alter capital contributions or the number of affordable housing units to be supplied.

PREVIOUS REPORTS PERTINENT TO THIS MATTER

November 25, 2002: Municipal Housing Facilities By-Law (CPSC)

August 25, 2014: Recommendations for Proposals under Investment in Affordable Housing

(IAH) Program Year 4 and IAH 2014 Extension (CPSC, Item 4)

August 27, 2014: Proposed Establishment of a Housing Development Corporation (SPPC,

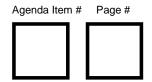
Item 5)

September 22, 2014: Investment in Affordable Housing for Ontario (2014 Extension) Approval

of Administration Agreement (CPSC, Item 4)

December 16, 2014: Amendment to Municipal Contribution Agreement Canada-Ontario New

Affordable Housing Program (2003) (CPSC, Item 7)



February 18, 2015: Changes to Proposals under Investment in Affordable Housing (IAH)

Program (CPSC, Item 9)

Investment in Affordable Housing (IAH) Program Funding Years 2 to 6 and Recommendation for Additional Proposals (CPSC, Item 10)

May 20, 2015: Investment in Affordable Housing (IAH) - 2014 Extension - Recommendation for Proposals (CPSC, Item 6)

September 22, 2015: Assignment of Rental Component of Administration Agreement for

The Investment in Affordable Housing to the Housing Development

Corporation (CPSC, Item 7)

October 26, 2015: Housing Development Corporation, London Incorporation and Initial

Corporate Organization (SPPC, Item 8)

BACKGROUND

Report Intent:

The intent of the report is 2 fold:

1. Regarding 8999872 Canada Ltd:

Allow amendments to the existing MCA with 8999872 Canada Ltd. Project at 228/230 Dundas St. to include 226 Dundas Street, noting that this change will encumber 226 Dundas as part of the existing project and allow adjustment to the Proponent's mortgage, while retaining the same federal/provincial/municipal investments and retaining the 33 affordable rental units. This change allowed an extension of the Agreement duration to a full 25 years, thus extending the value of the investment.

2. Regarding Assigning Amendments to MCAs:

Assign the ability to amend existing Municipal Contribution Agreement to the HDC with Service Manager approval through the Managing Director of Housing, Social Services and Dearness Home.

This change will allow the HDC to work with the Service Manager, Proponents, and the Province on minor changes to agreements – while retaining existing capital investments and funded units. This allows for adjustments to allow access to equity, extensions of terms, and other considerations supporting new developments and projects.

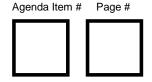
Investment in Affordable Housing (IAH) Program Extension:

Investment in Affordable Housing for Ontario (IAH) is the federal and provincial program to improve access to affordable housing including the creation of new rental housing. On August 11, 2014 the Province announced the current IAH program extension, extending the program to March 31, 2020. On September 29, 2015, Council requested that the Province allow the assignment of the IAH program to the Housing Development Corporation, London.

Project at 228/230 Dundas (8999872 Canada Ltd):

The new rental affordable housing project proposal for 228/230 Dundas Street was received under Request for Proposal – RFP14-26 which closed on July 28, 2014.

The initial allocation and project plan was for the 2 buildings, formerly known as the Honest Lawyer, to be converted into 30 one bedroom units of affordable rental housing on the upper three floors of the main and rear building. The proposal was amended with additional available funding in February 2015 to include 3 additional one bedroom affordable rental units in order to accommodate funds previously allocated to a project that withdrew from the program.



During internal demolition, it was learned that the building plan for 228 Dundas Street (the Dundas facing portion of the project) would involve greater than anticipated renovation and require building code provisions that would be cost prohibitive.

The Proponent has proposed an alternative plan, retaining the 33 units of affordable housing and existing IAH contributions through the purchase and inclusion of 226 Dundas as part of this project (reducing the structural renovation needs in the 228 Dundas portion of the project).

This change, requires the amending of the MCA and the schedules attached in Appendix, including:

- Revising the Proponent's equity to six hundred sixty-two thousand nine hundred twentyeight dollars (\$662,928);
- Permitting encumbrances on title to be revised allowing collateral not to exceed one million three hundred two thousand five hundred fifty-two dollars (\$1,302,552); and
- Adding 226 Dundas to the legal description of the property.

In addition to these changes, the Proponent has agreed to also amend the MCA period to a full 25 years, eliminating the five year phase out period. The elimination of the phase out period extends the value of this project, investments, and affordability by five years.

Revised Project Summary:

Project Component	As Previously Approved	Recommended Revisions
Project Addresses	228 and 230 Dundas Street	Add 226 Dundas Street
Affordable Housing Units	33 One Bedroom Units	No Change
MCA Duration of Affordability	20 years plus phase out	25 years with no phase out
Total Project Cost:	\$4,808,205 (incl. commercial)	5,169,480 (incl. commercial)
Federal/Provincial:	\$2,288,100 (\$69,336/unit)	No Change
City:	\$840,900 (\$25,482/unit)	No Change
City Façade & UBC:	\$75,000	TBD
Owner Equity:	\$591,043	\$662,928
Mortgage:	\$1,013,162	\$1,302,552

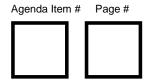
Assigning Future Amendments to Existing Municipal Contribution Agreements:

As part of the City of London commitment to the Canada-Ontario Community Rental Housing Program, in 2002, Municipal Council approved a Municipal Housing Facilities By-Law and resolved that project specific agreements under the Municipal Housing Facilities By-Law be prepared for approval.

On September 29, 2015, Municipal Council approved the assignment of the rental component of administration agreements for the Investment in Affordable Housing to the Housing Development Corporation, allowing the HDC to establish new contribution agreements in accordance with the Municipal Housing Facilities By-law.

However, projects in progress as well as completed projects often experience issues that result in the need to amend existing contribution agreements. Many of these changes are standard and normal in the course of project development and management, yet the schedules within the agreement must always reflect accurate approved information.

It is proposed that amendments to existing MCAs be assigned to the HDC with the approval of the Service Manager. This would permit the HDC with agreement from Civic Administration, to amend existing agreements during project development or during ongoing building management to facilitate minor project plan changes and other operational considerations.



As an example, a recent fire at an affordable housing project on Adelaide displaced residents. In response, a revised MCA was required once the project was remediated only to extend the agreement for the duration of time that the project was not able to provide affordable housing.

All new MCAs will be established through the HDC as part of its core mandate.

FINANCIAL IMPACT

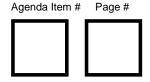
There are no financial implications to this report.

RECOMMENDED BY:	CONCURRED BY:	
	SANDRA DATARS BERE	
STEPHEN GIUSTIZIA MANAGER, HOUSING SERVICES	MANAGING DIRECTOR	
	HOUSING, SOCIAL SERVICES AND DEARNESS HOME	

- C. A.L. Barbon, Manager, C/S Financial & Business Services
 - A. Dunbar, Mgr Financial Planning & Policy
 - D. Mounteer, Solicitor, City of London
 - N. Watson, Housing Development Consultant

Appendix A: Bylaw with Amended Agreement

Appendix B: Bylaw for Assignment of Authority to Amend Existing MCAs



Appendix A:

By-law No.

A by-law to approve an amending agreement between The Corporation of the City of London (the City) and 8999872 Canada Ltd (the Proponent) for the purpose of establishing the City of London Affordable Housing Program and the City's obligation to provide funding to the Proponent; and to authorize the Mayor and the City Clerk to execute the agreement.

WHEREAS section 5(3) of the *Municipal Act*, 2001 provides that a municipal power shall be exercised by by-law;

AND WHEREAS section 8 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 The Corporation of the City of London (the City) is responsible for the delivery and administration of affordable housing initiatives including affordable rental housing programs, convert-to-rent programs and other initiatives;

AND WHEREAS the Proponent has agreed to provide affordable rental housing units in return for funding;

AND WHEREAS it is deemed expedient for the City to enter into an amending agreement with the Proponent for the purpose of establishing the Proponent's obligations with respect to the City of London Affordable Housing Program and the City's obligation to provide funding to the Proponent;

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

- 1. An amending agreement between the City and the Proponent for the purpose of establishing the Proponent's obligations with respect to the City of London Affordable Housing Program and the City's obligation to provide funding to the Proponent be hereby approved.
- 2. The Mayor and the City Clerk be hereby authorized to execute the amending agreement approved in section 1, above, substantially in the form of agreement attached to this by-law as Schedule 1 and to the satisfaction of the City Solicitor.
- 3. This by-law shall come into force and effect on the day it is passed.

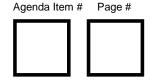
PASSED in Open Council on

, 2015.

Matt Brown Mayor

Catharine Saunders City Clerk

First reading -Second reading -Third reading -



Schedule 1:

AMENDMENT TO MUNICIPAL CONTRIBUTION AGREEMENT

Investment in Affordable Housing for Ontario (2014 Extension) Rental Housing Component

This Agreement made the day of ____, January 2016

BETWEEN:

THE CORPORATION OF THE CITY OF LONDON

(hereinafter called the "City")

- and -

8999872 CANADA LTD.

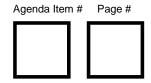
(hereinafter called the "Proponent")

WHEREAS:

- A. The City and the Proponent entered into an agreement dated the 24th day of December, 2014 (the "Contribution Agreement") and amended by agreement dated the 5th March, 2015;
- B. Section 2.1 of the Contribution Agreement, as amended, provides that the proponent agrees to advance as its equity contribution to the Project the amount of five hundred ninety-one thousand forty-three dollars (\$591,043) on or before the commencement of Development Activities and provide written confirmation to the City that the equity contribution has been advanced;
- C. Schedule "G" Permitted Encumbrances indicates that all mortgages and security collateral thereto-totaling principal amounts which do not exceed \$1,077,219 also described in Schedule "M";
- D. The loan has a term of twenty-five (25) years, commencing on initial occupancy
- E. The legal description of the property includes 228 230 Dundas Street, London;
- F. The Parties have agreed to further amendments to the Contribution Agreement;

NOW THEREFORE, in consideration of the mutual covenants herein and other valuable consideration, the City and the Proponent agree as follows:

- 1. the Contribution Agreement is hereby amended as follows:
- a. Section 2.1 is amended to revise the amount of Proponent equity to six hundred sixty-two thousand nine hundred twenty-eight dollars (\$662,928);
- b. Schedule "D" Rental Protocol is deleted and replaced by the Schedule "D" attached hereto;
- c. Schedule "G" Permitted Encumbrances is deleted and replaced by the Schedule "G" attached hereto;



- d. Schedule "L" Legal Description of Property is deleted and replaced by the Schedule "L" attached hereto;
- e. Schedule "M" Project Information Form is deleted and replaced by the Schedule "M" attached hereto;
- 2. All other Terms and Conditions in the Contribution Agreement are hereby confirmed and 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

Matt Brown
Mayor
Catharine Saunders
City Clerk
8999872 CANADA LTD.
OSSOCIE GANADA ETD.
Marvin Rivas
President

I/We have the authority to bind the Corporation.

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SCHEDULE "D"

RENTAL PROTOCOL

1. **DEFINITIONS**

- 1.1 In this Schedule "D, unless the context requires otherwise,
 - "Affordability Period" means the "twenty-five (25) year period" following the date of the first (1st) occupancy of a Unit in the Project;
 - "Agreement" means the Agreement to which this Schedule "D" is attached;
 - "Rent", for the purposes of this Agreement, includes the amount of any consideration paid or given or required to be paid or given by or on behalf of a tenant to the Proponent or the Proponent's agent for the right to occupy a Unit and for any services and facilities and any privilege, accommodation or thing that the Proponent provides for the tenant in respect of the occupancy of the Unit, whether or not a separate charge is made for services and facilities or for the privilege, accommodation or thing.
- 1.2 The definitions in the Agreement shall apply to this Schedule "D", in addition to the definitions contained in section 1.1 above.
- 1.3 All references to section numbers in this Schedule are references to sections of the Schedule and not sections of the Agreement, unless otherwise explicitly stated.

2. PROJECT RENTS

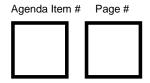
2.1 During the Affordability Period, the Proponent shall not charge rent for a Unit in the Project in excess of the affordable rent permitted under this Schedule "D" nor increase any rent charged for a Unit except as permitted in this Schedule "D".

3. RENTS

- 3.1 Initial rents are listed in Schedule "M" and will not be adjusted prior to occupancy.
- 3.2 <u>Low Rent Units</u>: 1/3 of the units which Program Funds have been utilized shall not exceed seventy per cent (70%) of CMHC Average Market Rent for the London CMA. Rent increases will follow the RTA rent increase guidelines and must not exceed 70% CMHC AMR for the term of the agreement. Rents include water and heat.
- 3.3 Affordable Rent Units: 2/3 of the units which Program Funds have been utilized shall not exceed eighty per cent (80%) of CMHC Average Market Rent for the London CMA. Rent increases will follow the RTA rent increase guidelines and must not exceed 80% CMHC AMR for the term of the agreement. Rents include water and heat.

4. RENT INCREASES

- 4.1 The Proponent may increase the rent charged under section 3.2 and 3.3 with respect to a Unit only if at least twelve (12) months have elapsed,
 - (a) since the day of the last rent increase respecting the Unit, if there has been an increase, or



(b) since the day the Unit was first rented for the first (1st) rental period following the completion of the Development Activities in connection with the Project.

No additional increase is permitted when a unit becomes vacant within 12 months of the annual rent increase.

4.2 The Proponent shall not increase the rent pursuant to section 4.1 during the Affordability Period by more than the then prevailing rent increase guideline established for each calendar year pursuant to the *Residential Tenancies Act, 2006* or any successor legislation. The Proponent acknowledges that the rent increase guideline of the *Residential Tenancies Act, 2006* or any successor legislation, does not apply to the Project and agrees that the rent increase guideline applies by virtue of the contractual terms of the Agreement and this Schedule "D".

5. PHASE-OUT PERIOD

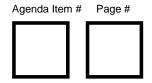
- 5.1 Purposely omitted.
- 5.2 Purposely omitted.

6. AFTER PHASE-OUT PERIOD

6.1 Purposely omitted.

7 MAXIMUM HOUSEHOLD INCOME

7.1 Gross tenant household income from all sources for tenants of assisted affordable rental housing can be no greater than five (5) times their Monthly Occupancy Cost. Proponents will be required to check incomes for prospective tenants of Assisted Affordable Rental Housing units to ensure compliance with this requirement at initial occupancy ("rent up") and when any new tenants are selected as ensuing vacancies occur during the twenty (20) year period following the Project Completion Date. Proponents are not required or expected to check incomes for approved tenants once they have taken possession of their units.

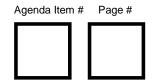


SCHEDULE "G"

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. All mortgages and security collateral thereto-totaling principal amounts which do not exceed one million three hundred two thousand five hundred fifty-two dollars (\$1,302,552).
- 2. Construction financing which does not exceed one million four hundred thousand dollars (\$1,400,000).
- 3. Such easements and restrictive covenants as do not prevent the Project from being constructed or used as Affordable Housing.
- 4. Municipal agreements relating to the Development Activities in connection with the Project.



SCHEDULE "L" LEGAL DESCRIPTION OF PROPERTY

Number of Units: thirty-three (33)

Property Address: 228-230 Dundas Street

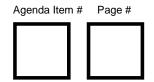
PIN: 08265-0052 LT

Description: Pt Lt 4 & 5, NW Dundas Pt Lt, 4 SW Queens; LONDON

Property Address: 226 Dundas Street, London

PIN: 08265-0053 LT

Description: PT LT 5 NW DUNDAS ST AS IN 607076; LONDON



SCHEDULE "M"

PROJECT INFORMATION FORM

Investment in Affordable Housing for Ontario (2014 Extension) – Rental Housing Component

Service Manager – City of London

Project Name: 228 Dundas

Official Name of Proponent: 8999872 Canada Ltd.

Proponent Address and Contact Information: Marvin Rivas, 225 Dundas St, London, ON

N6A 1H1

Phone: (519)317-1712 Fax: (519)317-1712 Email: cherestobar@gmail.com

Proponent Type:

[✓] private sector	[] municipal non-profit	[] co-operative	[] partnership

[] private non-profit, charitable corporation [] other

Project Information

Number of Affordable Units Created: New Supply: thirty (33)

Total Number of Units in Project: thirty (33)

Type of Construction: Apartment [✓] Row []

Included in Rent: Parking [] Heat [✓] Electricity [] Water [✓]

Anticipated First Occupancy Date: March 15, 2017

Unit Type	Number of	Unit Sizes	Rents	Included in Rent
	Units			
One bedroom	11	525-560sf	\$530	Heat & water
One bedroom	22	560-650sf	\$605	Heat & water
Total	33			

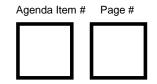
Approvals

Date of Council Approval of Project (30 units): September 2, 2014

Date of MMAH Approval of Project (30 units): December 8, 2014

Revised Council Approval of Project (33 units): February 26, 2015

Revised MMAH Approval of Project (33 units): March 2015



Project Funding	<u>Affordable</u>	Commercial	Combined
1. Municipal Contributions			
AHRF (33 units x \$25,481.82)	\$ 840,900		\$ 840,900
 Contributions from other sources Owner Equity - 10% of total project cost Façade Improvement Loan Upgrade to Building Code Loan 	\$ 462,928	\$200,000 \$ 25,000 \$ 50,000	\$ 662,928 \$ 25,000 \$ 50,000
3. Federal Funding	\$2,288,100		\$2,288,100
4. Mortgage	\$1,037,352	\$265,200	\$1,302,552
TOTAL FUNDING AND FINANCING	\$4,629,280	\$540,200	\$5,169,480
(Construction Financing \$1,400,000)			
Total Capital Costs of Project	<u>Affordable</u>	Commercial	Combined
Soft Costs (legal, architecture, taxes, fees,	etc.) \$ 291,405	\$ 40,600	\$ 332,005
Land Costs	\$ 1,028,675	\$299,600	\$1,328,275
Construction/Hard Costs	\$ 2,876,000	\$200,000	\$3,076,000
Contingency (Hard Construction)	\$ 287,600		\$ 287,600
HST (Net)	\$ 145,600		\$ 145,600
Total Capital Costs	\$4,629,280	\$540,200	\$5,169,480
Operating Budget (Year 1)	Affordable Co	mmercial	Combined
Revenues - Annual Income 22 - one bedroom @ 80% CMHC AMR (\$605 x 22 x 12)	\$159,720		\$159,720
11 – one bedroom @ 70% CMHC AMR (\$530 x 11 x 12)	\$ 69,960		\$ 69,960
Main Floor Restaurant		\$66,000	\$ 66,000
226 Dundas		\$15,000	\$ 15,000
Municipal Tax Rebate Total Revenue	\$ 21,308 \$250,988	\$81,000	\$ 21,308 \$331,988
Less: Vacancy Loss 2%	<u>\$ 5020</u>		\$ 5,020
Net Revenue	\$245,968	\$81,000	\$326,968
Expenditures 1. Administration Costs (4.5%)	\$ 11,069		\$11,069

 Building Operating Costs Utilities (common & unit heat) Municipal Taxes Insurance 	26,400 24,000 52,865 10,000		26,400 24,000 52,865 10,000
6. Replacement Reserves (4%)7. Mortgage8. Superintendent	9,839 48,035 10,000	18,509	9,839 66,544 10,000

7,500

7,500

Total Costs	\$192,208	\$26,009	\$218,217
Annual Surplus	\$ 53,760	\$54,991	\$108,751

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Residential Mortgage

\$1,037,352 3.25% 40 year amortization 10 year term

Commercial Space Mortgage

9. Façade/Building Code loans

25 year amortization 10 year term \$265,200 5%

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Appendix B:

Bill No.

By-law No.

A By-law to delegate the authority to approve amendments to existing Municipal Contribution Agreements established through the Canada-Ontario Affordable Housing Program, the Investing in Affordable Housing Program and Rent and Rehabilitation Programs to the Housing Development Corporation, London.

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

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

AND WHEREAS section 23.1 of the *Municipal Act, 2001* provides that a municipality may delegate its powers and duties to a person or body subject to the restrictions set out in that section of the *Municipal Act, 2001*;

AND WHEREAS The Corporation of the City of London (the "City") has by by-law adopted a Delegation of Powers and Duties Policy;

AND WHEREAS it is deemed expedient for the City to delegate the authority to approve amendments to existing Municipal Contribution Agreements established through the Canada-Ontario Affordable Housing Program, the Investing in Affordable Housing Program and the Rent and Rehabilitation Programs to the Housing Development Corporation, London;

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

- 1. The the authority to approve amendments to existing Municipal Contribution Agreements established through the Canada-Ontario Affordable Housing Program, the Investing in Affordable Housing Program and Rent and Rehabilitation Programs is hereby delegated to the Housing Development Corporation, London.
- 2. The delegation maybe revoked at any time without notice.
- 3. In exercising the delegated authority the Housing Development Corporation, London shall not be authorized to alter existing capital contributions or the number of affordable housing units to be supplied.
- 4. This by-law shall come into force and effect on the day it is passed.

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PASSED in Open Council

, 2015.

Matt Brown Mayor

Catharine Saunders City Clerk

First reading -Second reading -Third reading -