

Bill No. 135
2018

By-law No. A.- _____

A by-law to approve the Transfer Payment Agreement with the Ministry of Housing for the Anti-Human Trafficking Community Supports Fund; to authorize the Mayor and the City Clerk to execute the agreement; and to authorize the Managing Director of Housing, Social Services and Dearnness to execute the Anti-Human Trafficking Community Supports Contribution 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 Transfer Payment Agreement between Her Majesty the Queen in the Right of Ontario as represented by the Ministry of Housing and the Corporation of the City of London, substantially in the form attached as Schedule A to this by-law is hereby approved.
2. The Mayor and City Clerk are authorized to execute the agreement approved in section 1 above substantially in the form attached to this by-law, and satisfactory to the City Solicitor.
3. The Managing Director of Housing, Social Services and Dearnness Home or his/her designate is hereby authorized to execute on behalf of the City, Anti-Human Trafficking Community Supports Contribution Agreements between the City and the Ministry approved proponents for the Anti-Human Trafficking Community Supports Funds in a form satisfactory to the City Solicitor.
4. This by-law shall come into force and effect on the day it is passed.

PASSED in Open Council March 27, 2018

Matt Brown
Mayor

Catharine Saunders
City Clerk

First reading - March 27, 2018
Second reading - March 27, 2018
Third Reading - March 27, 2018

ONTARIO TRANSFER PAYMENT AGREEMENT

for the Anti-Human Trafficking Community Supports Fund

Revised Version: January 30, 2018

THE AGREEMENT, effective as of _____, 2018 (the “**Effective Date**”),

B E T W E E N:

**Her Majesty the Queen in right of Ontario as represented by
the Minister of Housing**

(“**the Minister**”)

- and -

Corporation of the City of London

(the “**Service Manager**”)

BACKGROUND

- 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 (“MMAH”), entered into a bi-lateral agreement to provide for the Investment in Affordable Housing program from 2011-2014, effective April 1, 2011 (the “CMHC-Ontario Agreement for Investment in Affordable Housing 2011-2014”).
- CMHC and MMAH entered into a Supplementary Agreement No. 1, dated August 11, 2014 (the “Supplementary Agreement”).
- The Supplementary Agreement amended the CMHC-Ontario Agreement for Investment in Affordable Housing 2011-2014 by extending the funding available for Affordable Housing.
- CMHC and MMAH entered into the 2016 Social Infrastructure Fund Agreement under the Agreement for Investment in Affordable Housing, made as of April 1, 2016 (the “2016 SIF IAH Agreement”).
- The Minister is now responsible for the above agreements signed by MMAH.
- The Minister of Community and Social Services (MCSS) has established the Community Supports Fund (the “Fund”) under which the Minister will provide CMHC funding and provincial funding for certain housing initiatives (the “Program”).
- The Minister and the Service Manager have entered into this Agreement for the purpose of establishing the Service Manager’s obligations with respect to the administration of the Program and the Minister’s obligation to provide funding to the Service Manager for the Program.

CONSIDERATION

In consideration of the mutual covenants and agreements contained in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which is expressly acknowledged, the Minister and the Service Manager (the "Parties") agree as follows:

1.0 ENTIRE AGREEMENT

1.1 This agreement (the "Agreement"), includes:

Schedule "A" - General Terms and Conditions;
Schedule "B" - Program Specific Information and Additional Provisions;
Schedule "C" - Rental Housing Component;
Schedule "D" - Operating Component;
Schedule "E" - French Language Services;
Schedule "F" - Communications Protocol Requirements;
Schedule "G" - Program Guidelines; and

any amending agreement entered into as provided for below, and constitutes the entire agreement between the Parties with respect to the subject matter contained in this Agreement and supersedes all prior oral or written representations and agreements.

2.0 CONFLICT OR INCONSISTENCY

2.1 In the event of a conflict or inconsistency between the Additional Provisions and the provisions in Schedule "A", the following rules will apply:

- (a) the Parties will interpret any Additional Provisions in so far as possible, in a way that preserves the intention of the Parties as expressed in Schedule "A"; and
- (b) where it is not possible to interpret the Additional Provisions in a way that is consistent with the provisions in Schedule "A", the Additional Provisions will prevail over the provisions in Schedule "A" to the extent of the inconsistency.

3.0 COUNTERPARTS

3.1 The Agreement may be executed in any number of counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

4.0 AMENDING THE AGREEMENT

4.1 The Agreement may only be amended by a written agreement duly executed by the Parties.

5.0 ACKNOWLEDGEMENT

5.1 The Service Manager acknowledges that:

- (a) by receiving Funds it may become subject to legislation applicable to organizations that receive funding from the Government of Ontario, including the *Broader Public Sector Accountability Act, 2010* (Ontario), the *Public Sector Salary Disclosure Act, 1996* (Ontario), and the *Auditor General Act* (Ontario);
- (b) Her Majesty the Queen in right of Ontario has issued expenses, perquisites, and procurement directives and guidelines pursuant to the *Broader Public Sector Accountability Act, 2010* (Ontario);

- (c) the Funds are:
 - (i) to assist the Recipient to carry out the Project and not to provide goods or services to the Minister;
 - (ii) funding for the purposes of the Public Sector Salary Disclosure Act, 1996 (Ontario);
- (d) the Minister is not responsible for carrying out the Project;
- (e) the Minister is bound by the *Freedom of Information and Protection of Privacy Act* (Ontario) and that any information provided to the Minister in connection with the Project or otherwise in connection with the Agreement may be subject to disclosure in accordance with that Act;
- (f) acknowledges that it has read and understands the provisions contained in the entire Agreement; and
- (g) agrees to be bound by the terms and conditions contained in the entire Agreement.

IN WITNESS WHEREOF, the Parties have executed the Agreement on the dates set out below.

HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO as represented by the Minister of Housing	
Name:	Janet Hope
Title:	Assistant Deputy Minister
Date:	

Corporation of the City of London	
Name:	Matt Brown
Title:	Mayor
Date:	
Authorizing Signing Officer	

Corporation of the City of London	
Name:	Cathy Saunders
Title:	City Clerk
Date:	
Authorizing Signing Officer	

SCHEDULE "A"
GENERAL TERMS AND CONDITIONS

1.0 INTERPRETATION AND DEFINITIONS

1.1 **Interpretation.** For the purposes of interpretation:

- (a) words in the singular include the plural and vice-versa;
- (b) words in one gender include all genders;
- (c) the headings do not form part of the Agreement; they are for reference only and will not affect the interpretation of the Agreement;
- (d) any reference to dollars or currency will be in Canadian dollars and currency; and
- (e) "include", "includes" and "including" denote that the subsequent list is not exhaustive.

Definitions. In the Agreement, the following terms will have the following meanings:

"Additional Provisions" means the terms and conditions referred to in section 10.1 and as specified in Schedule "B";

"Administration Funds" means the Funds provided to the Service Manager to offset a portion of the costs incurred by the Service Manager associated with the administration of the Program;

"Agreement" means this agreement entered into by the Minister and the Service Manager, all of the schedules listed in section 1.1, and any amending agreement entered into pursuant to section 4.1;

"Budget" means the maximum amount the Minister will provide the Service Manager under the Agreement, as provided for in Schedule "B";

"Business Day" means any working day, Monday to Friday inclusive, excluding statutory and other holidays, namely: New Year's Day; Family Day; Good Friday; Easter Monday; Victoria Day; Canada Day; Civic Holiday; Labour Day; Thanksgiving Day; Remembrance Day; Christmas Day; Boxing Day and any other day on which the Province has elected to be closed for business;

"Call for Applications" means the proposal call issued by the Ministry of Community and Social Services for Proposals under the Community Supports Fund;

"CMHC" has the meaning given to it in the recitals;

"CMHC-Ontario Agreement for Investment in Affordable Housing 2011-2014" has the meaning given to it in the recitals;

"Component" means either the Rental Housing Component as set out in Schedule "C" or the Operating Component as set out in Schedule "D";

"Effective Date" means the date set out at the top of the Agreement;

"Event of Default" has the meaning ascribed to it in section 16.1;

"Expiry Date" means the date on which the Agreement will expire and is the date provided for in Schedule "B";

"Fiscal Year" means:

- (a) in the case of the first Fiscal Year, the period commencing on the Effective Date and ending on the following March 31; and
- (b) in the case of the second Fiscal Year, the period commencing on April 1 following the end of the first Funding Year and ending on the following March 31;

“Funds” means the money the Minister provides to the Service Manager pursuant to the Agreement;

“GOS” means the Grants Ontario System;

“Indemnified Parties” means Her Majesty the Queen in right of Ontario, Her ministers, agents, appointees, and employees;

“Maximum Funds” means the maximum amount the Minister will provide the Service Manager under the Agreement, as provided for in Schedule “B”;

“Ministry Notification” means a notice in writing from the Minister to a Service Manager regarding the Program;

“Notice” means any communication given or required to be given pursuant to the Agreement;

“Notice Period” means the period of time within which the Service Manager is required to remedy an Event of Default pursuant to section 16.3(b), and includes any such period or periods of time by which the Minister extends that time in accordance with section 16.4;

“Parties” means the Minister and the Service Manager;

“Party” means either the Minister or the Service Manager;

“Program” means the housing initiatives funded through the 2016 Social Infrastructure Fund under the Anti-Human Trafficking – Community Supports Fund, as more fully described in Schedules “C” and “D”;

“Program Funds” means the Funds provided to the Service Manager to be paid to a Proponent to deliver the Program;

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

“Proposal” means the proposal to participate in the Program, submitted in response to the Call for Applications;

“Reports” means the reports described in Schedules “C” and “D”;

“SHIP Component” means the Social Housing Improvement Program to be administered by the Service Manager under an Administration Agreement with the Minister;

“2016 SIF IAH Agreement” has the meaning given to it in the recitals;

“2016 SIF IAH Components” means the programs to be administered by the Service Manager under an Administration Agreement with the Minister for the other programs funded under the 2016 SIF IAH Agreement.

2.0 REPRESENTATIONS, WARRANTIES AND COVENANTS

2.1 General. The Service Manager represents, warrants and covenants that:

- (a) it has full power to fulfill its obligations under the Agreement;
- (b) it has, and will continue to have for the term of the Agreement, the experience and expertise necessary to carry out the Program;

- (c) it is in compliance, and will continue to comply with, all federal and provincial laws and regulations, all municipal by-laws, and any other orders, rules and by-laws related to any aspect of the Program, the Funds or both; and
- (d) unless otherwise provided for in the Agreement, any information the Service Manager provided to the Minister in support of its request for funds (including information relating to any eligibility requirements) was true and complete at the time the Service Manager provided it and will continue to be true and complete for the term of the Agreement.

2.2 **Execution of Agreement.** The Service Manager represents and warrants that it has:

- (a) the full power and authority to enter into the Agreement; and
- (b) taken all necessary actions (including the adoption of any authorizing by-law) to authorize the execution of the Agreement.

2.3 **Governance.** The Service Manager represents, warrants and covenants that it has, and will maintain, in writing for the period during which the Agreement is in effect:

- (a) a code of conduct and ethical responsibilities for all persons at all levels of the Service Manager's organization;
- (b) procedures to ensure the ongoing effective functioning of the Service Manager;
- (c) decision-making mechanisms for the Service Manager;
- (d) procedures to enable the Service Manager to manage Funds prudently and effectively;
- (e) procedures to enable the Service Manager to complete the Program successfully;
- (f) procedures to enable the Service Manager, in a timely manner, to identify risks to the completion of the Program, and strategies to address the identified risks;
- (g) procedures to enable the preparation and delivery of all Reports required pursuant to Article 7.0; and
- (h) procedures to enable the Service Manager to deal with such other matters as the Service Manager considers necessary to ensure that the Service Manager carries out its obligations under the Agreement.

2.4 **Supporting Documentation.** Upon request, the Service Manager will provide the Minister with proof of the matters referred to in this Article 2.0.

3.0 TERM OF THE AGREEMENT

3.1 **Term.** The term of the Agreement will commence on the Effective Date and will expire on the Expiration Date, unless terminated earlier pursuant to Article 14.0, Article 15.0 or Article 16.0.

4.0 FUNDS AND CARRYING OUT THE PROGRAM

4.1 **Funds Provided.** The Minister will:

- (a) provide the Service Manager up to the Maximum Funds for the purpose of delivering the Program, in accordance with those Schedule relevant to the Component in which the Service Manager participates;
- (b) subject to adjustment in accordance with this Agreement, provide the Funds to the Service Manager in accordance with Schedule "C" and "D" ; and
- (c) deposit the Funds into a separate account designated by the Service Manager provided that the account:

- (i) resides at a Canadian financial institution; and
- (ii) is in the name of the Service Manager.

4.2 **Movement of Funds.** No Funds can be moved to the other 2016 SIF IAH Components or the SHIP Component from the Program.

4.3 **Adjustment.** Despite section 4.1, in order to more accurately reflect the Service Manager's anticipated need for Funds, the Minister may adjust the amount of the Funds to be provided, and any instalment of Funds, based upon the quarterly spending forecasts submitted by this Service Manager pursuant to section 7.1.

4.4 **Limitation on Payment of Funds.** Despite section 4.1:

- (a) The Minister is not obligated to provide any Funds to the Service Manager until the Service Manager provides the insurance certificate or other proof as the Minister may request pursuant to section 13.2;
- (b) The Minister is not obligated to provide instalments of Funds until it is satisfied with the progress of the Program;
- (c) The Minister may adjust the amount of Funds it provides to the Service Manager in any Fiscal Year based upon the Minister's assessment of the information provided by the Service Manager pursuant to section 7.1;
- (d) if, pursuant to the *Financial Administration Act* (Ontario), the Minister does not receive the necessary appropriation from the Ontario Legislature for payment under the Agreement, the Minister is not obligated to make any such payment, and, as a consequence, the Minister may:
 - (i) reduce the amount of Funds and, in consultation with the Service Manager, change the Program; or
 - (ii) terminate the Agreement pursuant to section 14.1; and
- (e) the Minister is not obligated to provide any Funds to the Service Manager for a Fiscal Year in excess of the total amount allocated to the Service Manager for that Fiscal Year.

4.5 **Use of Funds.** The Service Manager will:

- (a) administer and deliver the Program in accordance with the terms and conditions of the Agreement;
- (b) use the Funds only for the purpose of administering and delivering the Program;
- (c) spend the Program Funds only in accordance with Schedules "C" and "D"; and
- (d) not use the Funds to cover any specific cost that has or will be funded or reimbursed by any third party, including other ministries, agencies and organizations of the Government of Ontario.

No Funds can be moved to the Program from the other 2016 SIF IAH Components or the SHIP Component, or from the Program to the other 2016 SIF IAH Components or the SHIP Component.

4.6 **Administration Costs.** The Service Manager may use five per cent (5%) of the Maximum Funds as Administration Funds, as provided for in Schedule "B", to assist with the administration of the Program. In the event the Service Manager does not spend its total funding allocation, the Minister may request repayment of the portion of the Administration Funds that exceed five per cent (5%) of the spent Funding. The Service Manager shall repay amounts requested by the Minister within thirty (30) days of the date the Minister requests the repayment.

- 4.7 **The Minister's Role Limited to Providing Funds.** For greater clarity, the Minister is not responsible for carrying out the Program. The Minister intends to work collaboratively with the Service Manager to address issues related to the Program and/or its evaluation as they arise.
- 4.8 **No Changes.** The Service Manager will not make any changes to the Program that are contrary to those in Schedules "C" and "D", without the prior written consent of the Minister.
- 4.9 **Interest Bearing Account.** If the Minister provides Funds to the Service Manager before the Service Manager's immediate need for the Funds, the Service Manager will place the Funds in an interest bearing account in the name of the Service Manager at a Canadian financial institution.
- 4.10 **Interest.** If the Service Manager earns any interest on the Funds, the Minister may:
- (a) deduct an amount equal to the interest from any further instalments of Funds; or
 - (b) demand from the Service Manager the repayment of an amount equal to the interest.
- 4.11 **Maximum Funds.** The Service Manager acknowledges that the Funds available to it pursuant to the Agreement will not exceed the Maximum Funds.
- 4.12 **Rebates, Credits and Refunds.** The Service Manager acknowledges that the amount of Funds available to it pursuant to the Agreement is based on the actual costs to the Service Manager, less any costs (including taxes) for which the Service Manager has received, will receive, or is eligible to receive, a rebate, credit or refund.
- 4.13 **Funding, Not Procurement.** For greater clarity, the Service Manager acknowledges that it is receiving funding from the Minister for the Program and is not providing goods or services to the Minister.
- 4.14 **Program Over Budget.** The Service Manager acknowledges that should the Program expenses exceed the amount of the Funds, the Minister is not responsible for any additional funding and the Service Manager undertakes to incur all further costs necessary to carry out the Program.

5.0 RECIPIENT'S ACQUISITION OF GOODS OR SERVICES, AND DISPOSAL OF ASSETS

- 5.1 **Acquisition.** If the Recipient acquires goods, services, or both with the Funds, it will:
- (a) do so through a process that promotes the best value for money; and
 - (b) comply with the *Broader Public Sector Accountability Act, 2010* (Ontario), including any procurement directive issued thereunder, to the extent applicable.
- 5.2 **Disposal.** The Recipient will not, without the Minister's prior written consent, sell, lease, or otherwise dispose of any asset purchased or created with the Funds or for which Funds were provided, the cost of which exceeded the amount as provided for in Schedules "C" and "D" at the time of purchase.

6.0 CONFLICT OF INTEREST

- 6.1 **No Conflict of Interest.** The Service Manager will carry out the Program and use the Funds and interest earned without an actual, potential or perceived conflict of interest.
- 6.2 **Conflict of Interest Includes.** For the purposes of this Article, a conflict of interest includes any circumstances where:
- (a) the Service Manager; or

(b) any person who has the capacity to influence the Service Manager's decisions, has outside commitments, relationships or financial interests that could, or could be seen to, interfere with the Service Manager's objective, unbiased and impartial judgment relating to the Program, the use of the Funds, or both.

6.3 **Disclosure to the Minister.** The Service Manager will:

- (a) disclose to the Minister, without delay, any situation that a reasonable person would interpret as an actual, potential or perceived conflict of interest; and
- (b) comply with any terms and conditions that the Minister may prescribe as a result of the disclosure.

7.0 **REPORTING, ACCOUNTING AND REVIEW**

7.1 **Preparation and Submission.** The Service Manager will:

- (a) submit to the Minister at the address referred to in section 20.1, all Reports in accordance with the timelines and content requirements set out in Schedules "C" and "D", or in a form as specified by the Minister from time to time;
- (b) submit to the Minister at the address referred to in section 20.1, any other reports as may be requested by the Minister in accordance with the timelines and content requirements specified by the Minister;
- (c) ensure that all Reports and other reports are completed to the satisfaction of the Minister; and
- (d) ensure that all Reports and other reports are signed on behalf of the Service Manager by an authorized signing officer.

7.2 **Record Maintenance.** The Service Manager will keep and maintain:

- (a) all financial records (including invoices) relating to the Funds or otherwise to the Program in a manner consistent with generally accepted accounting principles; and
- (b) all non-financial documents and records relating to the Funds or otherwise to the Program.

7.3 **Inspection.** The Minister, his authorized representatives or an independent auditor identified by the Minister may, at their own expense, upon twenty-four (24) hours' Notice to the Service Manager and during normal business hours, enter upon the Service Manager's premises to review the progress of the Program and the Service Manager's allocation and expenditure of the Funds and, for these purposes, the Minister, his authorized representatives or an independent auditor identified by the Minister may take one or more of the following actions:

- (a) inspect and copy the records and documents referred to in section 7.2;
- (b) remove any copies made pursuant to section 7.3(a) from the Service Manager's premises; and
- (c) conduct an audit or investigation of the Service Manager in respect of the expenditure of the Funds and/or the Program; and
- (d) the Minister may conduct an annual audit in respect of the information addressed in this section 7.3.

7.4 **Disclosure.** To assist in respect of the rights set out in section 7.3, the Service Manager will disclose any information requested by the Minister, his authorized representatives or an independent auditor identified by the Minister, and will do so in the form requested by the Minister, his authorized representatives or an independent auditor identified by the

Minister, as the case may be.

7.5 **No Control of Records.** No provision of the Agreement will be construed so as to give the Minister any control whatsoever over the Service Manager's records.

7.6 **Auditor General.** For greater certainty, the Minister's rights under this Article are in addition to any rights provided to the Auditor General pursuant to section 9.1 of the *Auditor General Act* (Ontario).

8.0 FRENCH LANGUAGE SERVICES

8.1 The Service Manager agrees that where the Service Manager or a subcontractor providing a public service in connection with the Program has an office located in or servicing an area designated in the Schedule to the *French Language Services Act* ("FLSA"), the Service Manager shall:

- (a) Ensure services are provided in French; and
- (b) Make it known to the public, by way of 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 Program are available in French.

8.2 The Service Manager agrees to submit a written report to the Minister, in the form set out in Schedule "E", by May 31 for each year of the Program, setting out whether the Service Manager or the subcontractor, as appropriate, has complied with section 8.1.

8.3 Nothing in this section authorizes a Service Manager or provides it with the delegated authority to enter into any agreements on behalf of or otherwise binding the Province of Ontario.

9.0 COMMUNICATIONS REQUIREMENTS

9.1 **Acknowledge Support.** Unless otherwise directed by the Minister, the Service Manager will acknowledge the support of the Minister in a form and manner as directed by the Minister.

9.2 **Publication.** The Service Manager will indicate, in any of its Program-related publications, whether written, oral, or visual, that the views expressed in the publication are the views of the Service Manager and do not necessarily reflect those of the Minister.

9.3 **CMHC-Ontario Agreement Requirements.** The Service Manager acknowledges that the terms of the CMHC-Ontario Agreement for Investment in Affordable Housing 2011-2014 require the Minister to co-ordinate with CMHC and/or obtain CMHC's approval with respect to publicity relating to projects funded in accordance with this Agreement, including advertising, written materials and signs; messages; public statements; press conferences; news releases; announcements; official ceremonies; and special events, in each case, for projects funded in accordance with this Agreement. The Service Manager shall ensure that there will be no such publicity, advertising, signs, messages, public statements, press conferences, news releases, announcements, official ceremonies or special events, without the prior written consent of the Minister. A copy of the requirements of the CMHC-Ontario Agreement for Investment in Affordable Housing 2011-2014 and the 2016 SIF IAH Agreement is attached as Schedule "F". All references to "2011-2014" or more generally to the 2011-2014 time period in the Communications Protocol forming part of the Original Agreement shall be read to apply to the 2016 SIF. All references in the Communications Protocol shall be read as applicable to the Minister. The Service Manager agrees that it shall not do or omit to do any act which will cause the Minister to be in breach of these requirements.

10.0 FURTHER CONDITIONS

10.1 **Additional Provisions.** The Service Manager will comply with any Additional Provisions.

10.2 **Open Data.** The Service Manager agrees that the Minister may publicly release the following information, whether in hard copy or in electronic form, on the internet or otherwise: Service Manager name; Service Manager contact information; Service Manager address; amount of Maximum Funds and/or Funds; Program description; Program objectives/goals; Program location; and Program results reported by the Service Manager. However, the Minister and the Service Manager agree that such permission does not apply to the following: personal information of individuals who may be eligible to participate in the Program.

11.0 FREEDOM OF INFORMATION AND PROTECTION OF PRIVACY

11.1 **FIPPA.** The Service Manager acknowledges that the Minister is bound by FIPPA and that any information provided to the Minister in connection with the Program or otherwise in connection with the Agreement may be subject to disclosure in accordance with that Act.

12.0 INDEMNITY

12.1 **Indemnification.** The Service Manager hereby agrees to indemnify and hold harmless the Indemnified Parties from and against any and all liability, loss, costs, damages and expenses (including legal, expert and consultant fees), causes of action, actions, claims, demands, lawsuits or other proceedings, by whomever made, sustained, incurred, brought or prosecuted, in any way arising out of or in connection with the Program or otherwise in connection with the Agreement, unless solely caused by the negligence or wilful misconduct of the Minister.

13.0 INSURANCE

13.1 **Service Manager's Insurance.** The Service Manager represents and warrants that it has, and will maintain for the term of the Agreement, at its own cost and expense, with insurers having a secure A.M. Best rating of B+ or greater, or the equivalent, all the necessary and appropriate insurance that a prudent person carrying out a Program similar to the Program would maintain, including commercial general liability insurance on an occurrence basis for third party bodily injury, personal injury and property damage, to an inclusive limit of not less than the amount set out in Schedule "B" per occurrence. The policy will include the following:

- (a) the Indemnified Parties as additional insureds with respect to liability arising in the course of performance of the Service Manager's obligations under, or otherwise in connection with, the Agreement;
- (b) a cross-liability clause;
- (c) contractual liability coverage; and
- (d) a thirty (30) day written notice of cancellation.

13.2 **Proof of Insurance.** The Service Manager will provide the Minister with certificates of insurance, or other proof as may be requested by the Minister, that confirms the insurance coverage as provided for in section 13.1. Upon the request of the Minister, the Service Manager will make available to the Minister a copy of each insurance policy.

14.0 TERMINATION ON NOTICE

14.1 **Termination on Notice.** The Minister may terminate the Agreement at any time without liability, penalty or costs upon giving at least thirty (30) days' Notice to the Service Manager.

14.2 **Consequences of Termination on Notice by the Minister.** If the Minister terminates the Agreement pursuant to section 14.1, the Minister may take one or more of the following actions:

- (a) cancel further instalments of Funds;
- (b) demand the repayment of any Funds remaining in the possession or under the control of the Service Manager; and
- (c) determine the reasonable costs for the Service Manager to wind down the Program, and do either or both of the following:
 - (i) permit the Service Manager to offset such costs against the amount owing pursuant to section 14.2(b); and
 - (ii) subject to section 4.11, provide Funds to the Service Manager to cover such costs.

15.0 TERMINATION WHERE NO APPROPRIATION

15.1 **Termination Where No Appropriation.** If, as provided for in section 4.2(d), the Minister does not receive the necessary appropriation from the Ontario Legislature for any payment the Minister is to make pursuant to the Agreement, the Minister may terminate the Agreement immediately without liability, penalty or costs by giving Notice to the Service Manager.

15.2 **Consequences of Termination Where No Appropriation.** If the Minister terminates the Agreement pursuant to section 15.1, the Minister may take one or more of the following actions:

- (a) cancel further instalments of Funds;
- (b) demand the repayment of any Funds remaining in the possession or under the control of the Service Manager; and
- (c) determine the reasonable costs for the Service Manager to wind down the Program and permit the Service Manager to offset such costs against the amount owing pursuant to section 15.2(b).

15.3 **No Additional Funds.** For greater clarity, if the costs determined pursuant to section 15.2(c) exceed the Funds remaining in the possession or under the control of the Service Manager, the Minister will not provide additional Funds to the Service Manager.

16.0 EVENT OF DEFAULT, CORRECTIVE ACTION AND TERMINATION FOR DEFAULT

16.1 **Events of Default.** It will constitute an Event of Default if, in the opinion of the Minister, the Service Manager breaches any representation, warranty, covenant or other material term of the Agreement, including failing to do any of the following in accordance with the terms and conditions of the Agreement:

- (a) carry out the Program;
- (b) comply with any term of Schedules "C" and "D";
- (c) use or spend Funds as required; or
- (d) provide, in accordance with section 7.1, Reports or such other reports as may have been requested pursuant to section 7.1(b).

16.2 **Consequences of Events of Default and Corrective Action.** If an Event of Default occurs, the Minister may, at any time, take one or more of the following actions:

- (a) initiate any action the Minister considers necessary in order to facilitate the successful continuation or completion of the Program;
- (b) provide the Service Manager with an opportunity to remedy the Event of Default;
- (c) suspend the payment of Funds for such period as the Minister determines

appropriate;

- (d) reduce the amount of the Funds;
- (e) cancel further instalments of Funds;
- (f) demand from the Service Manager the repayment of any Funds remaining in the possession or under the control of the Service Manager;
- (g) demand from the Service Manager the repayment of an amount equal to any Funds the Service Manager used, but did not use in accordance with the Agreement;
- (h) demand from the Service Manager the repayment of an amount equal to any Funds the Minister provided to the Service Manager; and
- (i) terminate the Agreement at any time, including immediately, without liability, penalty or costs to the Minister upon giving Notice to the Service Manager.

16.3 **Opportunity to Remedy.** If, in accordance with section 16.2(b), the Minister provides the Service Manager with an opportunity to remedy the Event of Default, the Minister will provide Notice to the Service Manager of:

- (a) the particulars of the Event of Default; and
- (b) the Notice Period.

16.4 **Service Manager not Remediating.** If the Minister has provided the Service Manager with an opportunity to remedy the Event of Default pursuant to section 16.2(b), and:

- (a) the Service Manager does not remedy the Event of Default within the Notice Period;
- (b) it becomes apparent to the Minister that the Service Manager cannot completely remedy the Event of Default within the Notice Period; or
- (c) the Service Manager is not proceeding to remedy the Event of Default in a way that is satisfactory to the Minister;

the Minister may extend the Notice Period, or initiate any one or more of the actions provided for in sections 16.2(a), (c), (d), (e), (f), (g), (h) and (i).

16.5 **When Termination Effective.** Termination under this Article will take effect as set out in the Notice.

17.0 FUNDS AT THE END OF A FISCAL YEAR

17.1 **Funds at the End of a Fiscal Year.** Without limiting any rights of the Minister under Article 16.0, if the Service Manager has not spent all of the Funds allocated for the Fiscal Year, the Minister may take one or both of the following actions:

- (a) demand from the Service Manager the return of the unspent Funds; and
- (b) adjust the amount of any further instalments of Funds accordingly.

For greater certainty, the Service Manager may not carry Funds over from one Fiscal Year to the next. Should a planned commitment for Funds under the Program fall through, the Funds may only be recommitted and spent within the same Fiscal Year.

18.0 FUNDS UPON EXPIRY

18.1 **Funds Upon Expiry.** The Service Manager will, upon expiry of the Agreement, return to the Minister any Funds remaining in its possession or under its control.

19.0 DEBT DUE AND PAYMENT

19.1 **Payment of Overpayment.** If at any time during the term of the Agreement, the Minister provides Funds in excess of the amount to which the Service Manager is entitled under the Agreement, the Minister may:

- (a) deduct an amount equal to the excess Funds from any further instalments of Funds; or
- (b) demand that the Service Manager pay an amount equal to the excess Funds to the Minister.

19.2 **Debt Due.** If, pursuant to the Agreement:

- (a) the Minister demands from the Service Manager the payment of any Funds or an amount equal to any Funds from the Service Manager; or
- (b) the Service Manager owes any Funds or an amount equal to any Funds to the Minister, whether or not their return or repayment has been demanded by the Minister, such Funds or other amount will be deemed to be a debt due and owing to the Minister by the Service Manager, and the Service Manager will pay or return the amount to the Minister immediately, unless the Minister directs otherwise.

19.3 **Interest Rate.** The Minister may charge the Service Manager interest on any money owing by the Service Manager at the then current interest rate charged by the Province of Ontario on accounts receivable.

19.4 **Payment of Money to the Minister.** The Service Manager will pay any money owing to the Minister by cheque payable to the "Ontario Minister of Finance" and delivered to the Minister at the address referred to in section 20.1.

19.5 **Failure to Repay.** Without limiting the application of section 43 of the *Financial Administration Act* (Ontario), if the Service Manager fails to repay any amount owing under the Agreement, Her Majesty the Queen in right of Ontario may deduct any unpaid amount from any money payable to the Service Manager by Her Majesty the Queen in right of Ontario.

20.0 NOTICE

20.1 **Notice in Writing and Addressed.** Notice will be in writing and will be delivered by email, postage-prepaid mail, personal delivery or fax, and will be addressed to the Minister and the Service Manager respectively as set out in Schedule "B", or as either Party later designates to the other by Notice.

20.2 **Notice Given.** Notice will be deemed to have been given:

- (a) in the case of postage-prepaid mail, five (5) Business Days after the Notice is mailed; or
- (b) in the case of email, personal delivery or fax, one (1) Business Day after the Notice is delivered.

20.3 **Postal Disruption.** Despite section 20.2(a), in the event of a postal disruption:

- (a) Notice by postage-prepaid mail will not be deemed to be received; and
- (b) the Party giving Notice will provide Notice by email, personal delivery or by fax.

20.4 **Notice by the Minister.** The Service Manager shall comply with all Notices given by the Minister.

21.0 CONSENT BY THE MINISTER AND COMPLIANCE BY SERVICE MANAGER

21.1 **Consent.** When the Minister provides his consent pursuant to the Agreement, he may impose any terms and conditions on such consent and the Service Manager will comply with such terms and conditions.

22.0 SEVERABILITY OF PROVISIONS

22.1 **Invalidity or Unenforceability of Any Provision.** The invalidity or unenforceability of any provision of the Agreement will not affect the validity or enforceability of any other provision of the Agreement. Any invalid or unenforceable provision will be deemed to be severed.

23.0 WAIVER

23.1 **Waivers in Writing.** Either Party may, in accordance with the Notice provisions set out in Article 20.0, ask the other Party to waive an obligation under the Agreement.

23.2 **Waiver Applies.** Any waiver a Party grants in response to a request made pursuant to section 21.1 will:

- (a) be valid only if the Party granting the waiver provides it in writing; and
- (b) apply only to the specific obligations referred to in the waiver.

24.0 INDEPENDENT PARTIES

24.1 **Parties Independent.** The Service Manager acknowledges that it is not an agent, joint venturer, partner or employee of the Minister, and the Service Manager will not represent itself in any way that might be taken by a reasonable person to suggest that it is, or take any actions that could establish or imply such a relationship.

25.0 ASSIGNMENT OF AGREEMENT OR FUNDS

25.1 **No Assignment.** The Service Manager will not, without the prior written consent of the Minister, assign any of its rights, or obligations under the Agreement.

25.2 **Agreement Binding.** All rights and obligations contained in the Agreement will extend to and be binding on the Parties' respective heirs, executors, administrators, successors and permitted assigns.

26.0 GOVERNING LAW

26.1 **Governing Law.** The Agreement and the rights, obligations and relations of the Parties will be governed by and construed in accordance with the laws of the Province of Ontario and the applicable federal laws of Canada. Any actions or proceedings arising in connection with the Agreement will be conducted in the courts of Ontario, which will have exclusive jurisdiction over such proceedings.

27.0 JOINT AND SEVERAL LIABILITY

27.1 **Joint and Several Liability.** Where the Service Manager is comprised of more than one (1) entity, all such entities will be jointly and severally liable to the Minister for the fulfillment of the obligations of the Service Manager under the Agreement.

28.0 FURTHER ASSURANCES

28.1 **Agreement into Effect.** The Service Manager will provide such further assurances as the Minister may request from time to time with respect to any matter to which the Agreement pertains, and will otherwise do or cause to be done all acts or things necessary to implement and carry into effect the terms and conditions of the Agreement to their full extent.

29.0 RIGHTS AND REMEDIES CUMULATIVE

29.1 **Rights and Remedies Cumulative.** The rights and remedies of the Minister under the Agreement are cumulative and are in addition to, and not in substitution for, any of its rights and remedies provided by law or in equity.

30.0 FAILURE TO COMPLY WITH OTHER AGREEMENTS

30.1 **Other Agreements.** If the Service Manager:

- (a) has failed to comply (a "Failure") with any term, condition or obligation under any other agreement with Her Majesty the Queen in right of Ontario or one of Her agencies;
- (b) has been provided with notice of such Failure in accordance with the requirements of such other agreement;
- (c) has, if applicable, failed to rectify such Failure in accordance with the requirements of such other agreement; and
- (d) such Failure is continuing,

the Minister may suspend the payment of Funds for such period as the Minister determines appropriate.

31.0 SURVIVAL

31.1 **Survival.** The following Articles and sections, and all applicable cross-referenced sections and schedules, will continue in full force and effect for a period of seven years from the date of expiry or termination of the Agreement: Article 1.0 and any other applicable definitions; section 4.4(d); section 4.6; section 4.10; section 4.14; section 5.2; section 7.1 (to the extent that the Service Manager has not provided the Reports to the satisfaction of the Minister); sections 7.2; 7.3; 7.4; 7.5; 7.6; Article 9.0; Article 10.0; Article 12; Article 13.0; section 14.2; sections 15.2 and 15.3; sections 16.1; 16.2(d), (e), (f), (g) and (h); Article 18.0; Article 19.0; Article 20.0; Article 22.0; section 25.2; Article 26.0; Article 29.0; Article 30.0; Article 31.0; Article 32.0; and the reporting and repayment provisions of Schedules "C" and "D".

32.0 PERSONAL INFORMATION and PARTICIPATION BY MINORS

32.1 **Permissions.** The Service Manager represents, warrants and covenants that it has or will receive permission to disclose the personal information of all individuals whose personal information is disclosed during the Program and/or in Reports or other reports, and, in the case of minors, the legal guardian or parent has provided such permission on behalf of the minor.

32.2 **Consent of Legal Guardian.** The Service Manager acknowledges that it is the responsibility of the Service Manager to obtain express written consent from the legal guardian of any minors who are involved in any way with the Program.

- END OF GENERAL TERMS AND CONDITIONS -

SCHEDULE "B"

PROGRAM SPECIFIC INFORMATION AND ADDITIONAL PROVISIONS

Maximum Funds	<p>Program Funds in respect of the Rental Housing Component - N/A</p> <p>Program Funds in respect of the Operating Component - \$573,334.50</p> <p>Administration Funds - \$30,175.50</p> <p>Maximum Funds - \$603,510.00</p>
Expiration Date	<p>Rental Housing Component – March 31, 2048</p> <p>Operating Component – March 31, 2031</p>
Insurance	\$ 2,000,000.00
Contact information for the purposes of Notice to THE MINISTER	<p>Name: Ministry of Housing</p> <p>Address: 777 Bay Street, 14th Floor, Toronto, Ontario, M5E 2E5</p> <p>Attention: Director, Housing Programs Branch</p> <p>Fax: 416-585-6588</p> <p>E-mail: jim.e.adams@ontario.ca</p>
Contact information for the purposes of Notice to the Service Manager	<p>Name: Corporation of the City of London</p> <p>Address: 355 Wellington Street, 2nd Floor, London, ON N6A 3N7</p> <p>Attention: Sandra Datars Bere</p> <p>Email: sdatarsb@london.ca</p> <p>Telephone: (519) 661-2489, Ext. 5337</p>
Contact information for the senior financial person in the Service Manager organization (e.g., CFO, CAO) to respond as required to requests from THE MINISTER related to the Agreement	<p>Name: Dave Purdy</p> <p>Position: Division Manager, Housing</p> <p>Fax: (519) 661-4466</p> <p>Email: dpurdy@london.ca</p> <p>Telephone: (519) 661-2489, Ext. 5596</p>

SCHEDULE “C”

RENTAL HOUSING COMPONENT

1. INTERPRETATION

1.1 In this Schedule, unless the context requires otherwise,

- **“Administration Agreement”** means the Transfer Payment Agreement between the Minister and the Service Manager to which this Schedule forms a part;
- **“Affordability Period”** means the period during which the average rent in a Project is required to be maintained at an affordable level, as determined in accordance with the Program Guidelines or as otherwise established by the Minister;
- **“Affordable Housing”** means 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 type of similar facility;
- **“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 Minister, based on available data, in areas where there is no or insufficient information from the CMHC Average Market Rent Survey;
- **“Conditional Letter of Commitment”** means the letter issued by the Minister confirming approval of the Project and setting out the amount, terms and conditions of Funding allocated to the Proponent;
- **“Contribution Agreement”** means an agreement entered into by the Service Manager or another party contributing to the Project and an approved Proponent for contributions to the Project;
- **“Contributions by Others”** means cash or in-kind eligible contributions from Service Managers, municipalities, housing providers, the private sector, the voluntary sector, charities and individual donors, to be used in accordance with a Program or Programs under this Agreement. Contributions by Others does not include: contributions from any Government of Canada sources, including, but not limited to arrangements with CMHC; nor contributions under any program wholly or partially funded from Government of Canada sources; nor contributions which receive credit under any arrangement with CMHC or the Government of Canada outside this Agreement;
- **“Development Activities”** means those activities which are normally undertaken for the development, construction, repair, renovation, rehabilitation or conversion of buildings for residential purposes, including the acquisition of property;
- **“Funding”** means funding provided under the Rental Component, as set out in the Program Guidelines;

- **“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 Minister;
- **“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;
- **“Occupancy Date”** means the date on which occupancy of all Units in a Project is permitted;
- **“Phase-out Period”** means the last five (5) year period of the Affordability Period;
- **“Program Guidelines”** means the Program Guidelines for the Program;
- **“Project”** means Affordable Housing proposed or approved under the Rental Component, as the context may require;
- **“Project Information Form”** means the form submitted by the Service Manager to the Minister for consideration of a Project;
- **“Rental Component”** means the Rental Housing Component described in the Program Guidelines;
- **“Unit”** means a 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 Appendices are attached to and form part of this Schedule:

Appendix “A” - Proponent’s Initial Occupancy Report;
Appendix “B” - Proponent’s Annual Occupancy Report;
Appendix “C” - Service Manager’s Annual Report;
Appendix “D” - Rental Protocol; and
Appendix “E” - Confirmation of Construction Start.

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

1.4 All references in this Schedule to section numbers are references to sections of this Schedule unless stated otherwise.

2. REQUIREMENTS FOR PARTICIPATING IN THE RENTAL HOUSING COMPONENT

2.1 Prior to the Service Manager participating in the Rental Housing Component:

- (a) the Service Manager shall ensure that the general property tax applicable to Units built under the Rental Component is in accordance with the criteria set out in the Program Guidelines; and

- (b) the Service Manager shall establish initial income limits, at levels which it considers appropriate, which it shall apply as a requirement for all applicants for tenancies of Units. The Service Manager may apply annual income testing as a requirement for tenants during the term of their tenancies or upon any lease renewal or extension. The Service Manager shall periodically review such income limits and, if it considers it necessary, revise them to levels which it considers appropriate.

3. PROJECT SELECTION

- 3.1 Proposals under the Rental Component of the Program have been submitted by Proponents in response to the Call for Applications.
- 3.2 Proposals under the Rental Component of the Program have been evaluated by an inter-ministerial committee consisting of the Ministry of Community and Social Services, the Ministry of Housing, the Ministry of Health and Long-Term Care, the Ministry of Labour, the Ministry of Citizenship and Immigration, the Ministry of the Attorney General, the Ministry of Children and Youth Services, and the Ministry of Indigenous Relations and Reconciliation, based on the evaluation criteria outlined in the Call for Applications.
- 3.3 The Service Manager shall be informed of each Project recommended for funding approval by the evaluation committee under the Rental Component of the Program.
- 3.4 The Service Manager shall submit a Project Information Form and the proposed Funding Schedule to the Minister for each Project recommended for funding approval.
- 3.5 Once the Minister approves the Project, the Minister shall advise the Service Manager of the approval of the Project and shall issue a Conditional Letter of Commitment to the Proponent.
- 3.6 The Funding shall be allocated to the Projects at the discretion of the Minister.
- 3.7 The Service Manager shall advise and request approval from the Minister for any changes to the Projects which may affect the number of Units or the Funding requirements for the Service Manager and the Project.

4. PAYMENTS BY THE MINISTER

- 4.1 In respect of all Projects:
 - (a) The Minister shall pay the Service Manager the Funding within fifteen (15) Business Days following the Minister receiving written confirmation from the Service Manager that:
 - (i) the Service Manager and the Proponent have signed a Contribution Agreement;
 - (ii) the Proponent is in compliance with the Contribution Agreement; and
 - (iii) the Proponent has satisfied the criteria for the payment to be made pursuant to the Funding Schedule;
 - (b) The Service Manager shall pay the Proponent the Funding within fifteen (15) Business Days of receiving the Funding from the Minister, provided that:
 - (i) the Proponent is in compliance with the Contribution Agreement;

- (ii) the Proponent has satisfied the criteria for payments to be made pursuant to the Funding Schedule; and
- (iii) the Proponent has complied with the requirements of the Program.

- 4.2 Notwithstanding section 4.1, no Funding shall be paid to the Service Manager in respect of a Project unless the Service Manager has advised the Minister that the Service Manager has entered into a Contribution Agreement with the Proponent for the Project that provides for the use, accountability and security of the Funding, and the Proponent is not in breach of the Contribution Agreement.
- 4.3 Notwithstanding sections 4.1 and 4.2, the Service Manager may authorize the Minister to pay Funding to a third party and the Minister shall permit such authorization.
- 4.4 Notwithstanding sections 4.1 and 4.2, the Proponent may authorize the Service Manager to pay Funding to a third party and the Service Manager shall permit such authorization.
- 4.5 All Funding for a Project shall be advanced to the Service Manager within two (2) years of the signing of the Contribution Agreement.

5. ADMINISTRATION

- 5.1 Following the approval of each Project, prior to requesting Funding from the Minister or forwarding Funding to the Proponent, the Service Manager shall arrange for an appropriate form of Contribution Agreement to be executed, and shall register appropriate security documents or sign an alternate security letter if the Service Manager is also the Proponent and it is not possible to register Security Documents against title to the property.
- 5.2 A Contribution Agreement under this Schedule cannot be signed after March 31, 2019, or such earlier date as may be determined by the Minister and communicated by the Minister to the Service Manager by notice in writing.
- 5.3 The Service Manager shall monitor all Projects which have received a Funding allocation to determine whether the Proponents carry out all Development Activities in such manner and within such time periods as are set out in the Program Guidelines or as may be determined by the Minister.
- 5.4 Construction for each Project must commence within three (3) months of the date of the Contribution Agreement for the Project. If construction for a Project has not commenced within three (3) months of such date, the Minister may cancel the Funding for the Project, demand repayment of Funding for the Project and reallocate such Funding as the Minister deems appropriate.
- 5.5 The Service Manager shall provide the Minister with a completed Confirmation of Construction Start, in the form attached to this Schedule as Appendix "E", at the start of construction of each Project, within ten (10) days of the start of construction of the Project.
- 5.6 Construction for each Project must be completed within two (2) years of the date of the Contribution Agreement for the Project.
- 5.7 The Service Manager shall obtain from the Proponent and shall forward to the Minister, an audited financial statement respecting the expenditure of the Funding provided to the Proponent, within ninety (90) days or such additional time as may be determined by the Minister, following the date on which the Minister is advised by the Service Manager that

the Project will not proceed or within six (6) months or such additional time as may be determined by the Minister, of the Occupancy Date.

- 5.8 In the event the Project costs in the audited financial statement or such other statement as the Minister may determine are lower than the amount on the Project Information Form, the Minister reserves the right to deduct an appropriate amount of Funding from any subsequent advance of Funding, or require the Service Manager to refund an appropriate amount to the Minister.
- 5.9 During the period between the date of execution of this Agreement and the Occupancy Date of all of the Projects, the Minister and the Service Manager shall collaboratively review annually during the month of April the progress of utilization of the Funding by the Proponents at their respective Projects on the basis of the reports submitted pursuant to Appendix "C".
- 5.10 The Service Manager acknowledges that the Minister is required to report to CMHC under the CMHC-Ontario Agreement for Investment in Affordable Housing 2011-2014, as amended and that, in order to fulfill the said reporting requirements, it will be relying on the materials provided to it pursuant to sections 5.12 and 5.13, and on the collaborative review of these materials pursuant to section 5.9.
- 5.11 The Service Manager shall, at the request of the Minister, provide the Minister with proof that occupancy of all Units in the Project is permitted.
- 5.12 Upon initial occupancy of a Project, the Service Manager shall obtain and validate from each Proponent, the Project Initial Occupancy Report, in the form attached to this Schedule as Appendix "A".
- 5.13 During the period between the Occupancy Date of each Project and the end of the Phase-out Period, the Service Manager shall:
 - (a) obtain annually from each Proponent a completed information report, in the form attached to this Schedule as Appendix "B" and submit them to the Minister; and
 - (b) complete and submit to the Minister, on or before the last day of March subsequent to each reporting calendar year, a report on all of the said funded Projects, in the form attached to this Schedule as Appendix "C".
- 5.14 The Service Manager shall immediately inform the Minister in writing of the following matters as soon as it becomes aware of them:
 - (a) a request by a Proponent to transfer responsibility for a Project to another entity;
 - (b) any failure by the Proponent to carry out all the Development Activities required in the Program Guidelines or any failure to carry out such Development Activities in such manner and within such time periods as are set out in the Program Guidelines or as may be determined by the Minister;
 - (c) if construction for a Project has not commenced within ninety (90) days of the date of the Contribution Agreement;
 - (d) if construction has not been completed within two (2) years of the date of the Contribution Agreement;
 - (e) any breach by the Proponent of its Contribution Agreement with the Service Manager;

- (f) the Proponent becoming bankrupt or insolvent or taking the benefit of any act now or hereafter in force for bankrupt or insolvent debtors or filing any proposal or making any assignment for the benefit of creditors or any arrangement or compromise;
- (g) the appointment of a receiver or a receiver and manager for all or a portion of a Project; and
- (h) the taking of any steps or any action or the institution of any proceedings by a Proponent or by any other party, including, without limitation, any court or governmental body of competent jurisdiction for the dissolution, winding up or liquidation of the Proponent or its assets.

6. GENERAL

- 6.1 The Service Manager shall enter into a Contribution Agreement with the Proponent which requires the Proponent to comply with the requirements of the Rental Component.
- 6.2 The Service Manager acknowledges and agrees that the Rental Protocol set out in Appendix "D" applies to all Projects by virtue of the contractual terms of this Agreement. The Service Manager further acknowledges and agrees that, regardless of whether the rent increase guideline applies to Projects under the *Residential Tenancies Act, 2006*, or any successor legislation, the rent increase guideline applies by virtue of the contractual terms of this Agreement. The Service Manager shall ensure that the Proponent agrees in writing that Appendix "D" applies to its Project.
- 6.3 The headings and subheadings contained in this Schedule are inserted for convenience and for reference only and in no way define, limit or describe the scope or intent of this Schedule or form part of this Schedule.

APPENDIX "A"
PROPONENT'S INITIAL OCCUPANCY REPORT
2016 SIF Anti-Human Trafficking – Community Supports Fund

A. Project Information

Reference No.	
Project Name	
Project Address	
Occupancy Date	
Contribution Agreement Expiry Date	

B. Unit Details

Target Client	Unit Type	Household Type	SIF Units (A)	# of SIF RS	# of SIF HA	# of Other RS	# of SS	Non-SIF Units (B)	Total Units (A+B)
	Bachelor								
	1 BR								
	2 BR								
	3 BR								
	Others (specify)								
	Total								

SIF RS: SIF – Rent Supplements

SIF HA: SIF – Housing Allowances

Other RS: Other Rent Supplements

SS: Supportive Services

C. Depth of Affordability: Rents at Occupancy (SIF Funded Units)

Unit Type	Unit Size	Number of Units (A)	Actual Rent to be charged per month (B)	CMHC Average Market Rent (AMR – 20XX) or Alternate AMR (C)	Actual Project Rents by Unit Type (D)=(A)X(B)	Project Rents as per CMHC AMR or Alternate AMR (E)=(A)X(C)
Bachelor						
1 BR						
2 BR						
3 BR						
Others (specify)						
TOTAL						

Notes:

1. Actual Rent is inclusive of federal and/or provincially funded Rent Supplements received by the Proponent.
2. Alternate AMR examples include: modified Ontario Works Shelter Allowance; Ministry-approved alternate.

Weighted Average Rents	Project Weighted Average Rent Total of (D)÷Total of (A) =	CMHC or Alternate Weighted Average Rent Total of (E)÷Total of (A) =
Depth of Affordability	(Project Weighted Average Rent ÷ CMHC (or Alternate) Weighted Average Rent) x100 =	

D. Source of Alternate AMR (if an alternate AMR is being used)

E. Rationale (if Depth of Affordability is greater than 80% of CMHC AMR (or Alternate))

F. 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 _____ [insert name of Service Manager] to review the rent roll from appropriate sources(s) if deemed necessary.

Signature

Date

Print Name

Position

Submitted by _____ [insert name of Service Manager]

Signature

Date

Print Name

Position

APPENDIX "B"

PROPONENT'S ANNUAL OCCUPANCY REPORT

2016 SIF Anti-Human Trafficking – Community Supports Fund

For the Year Ended December 31, 20XX

A. Project Information

Reference No.	
Project Name	
Project Address	
Occupancy Date	
Contribution Agreement Expiry Date	

B. Unit Details

Target Client	Unit Type	Household Type	SIF Units (A)	# of SIF RS	# of SIF HA	# of Other RS	# of SS	Non-SIF Units (B)	Total Units (A+B)
	Bachelor								
	1 BR								
	2 BR								
	3 BR								
	Others (specify)								
	Total								

Notes:

SIF RS: SIF – Rent Supplements

SIF HA: SIF – Housing Allowances

Other RS: Other Rent Supplements

SS: Supportive Services

C. Actual Rents at Year End

Unit Type	SIF Funded Units	Previous Year 20XX		Current Year 20XX			Rationale (If D>B)
		Actual Rent per Unit per Month (A)	RTA Permitted Increase per Unit per Month X % (specify) (B)	Actual Rent per Unit per Month (C)	Rent Increase (D) = (C)-(A)	CMHC or Alternate AMR (E)	
Bachelor							
1 BR							
2 BR							
3 BR							
4 BR							
Other (specify)							
TOTAL							

D. Depth of Affordability: Rents during year of reporting (SIF Funded Units)

Unit Type	Unit Size	Number of Units (A)	Actual Rent to be charged per month (B)	CMHC Average Market Rent (AMR – 20XX) or Alternate AMR (C)	Actual Project Rents by Unit Type (D)=(A)X(B)	Project Rents as per CMHC AMR or Alternate AMR (E)=(A)X(C)
Bachelor						
1 BR						
2 BR						
3 BR						
Others (specify)						
TOTAL						

Notes:

1. Actual Rent is inclusive of federal and/or provincially funded Rent Supplements received by the Proponent.
2. Alternate AMR examples include: modified Ontario Works Shelter Allowance; Ministry-approved alternate.

Weighted Average Rents	Project Weighted Average Rent Total of (D)÷Total of (A) =	CMHC or Alternate Weighted Average Rent Total of (E)÷Total of (A) =
Depth of Affordability	(Project Weighted Average Rent ÷ CMHC (or Alternate) Weighted Average Rent) x100 =	

Note: Depth of Affordability cannot be greater than 80% of CMHC AMR or Alternate without the approval of the Service Manager.

E. Rationale (if Depth of Affordability is greater than 80% of CMHC AMR (or Alternate))

F. 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 _____ [insert name of Service Manager] to review the rent roll from appropriate sources(s) if deemed necessary.

Signature

Date

Print Name

Position

Submitted by _____ [insert name of Service Manager]

Signature

Date

Print Name

Position

APPENDIX "C"

SERVICE MANAGER'S ANNUAL REPORT

2016 SIF Anti-Human Trafficking – Community Supports Fund

For Completed Projects between January 1, _____, and December 31, _____

in _____ (insert name of Service Manager)

Weighted Average Rents

Reference No.	Name Of Project & Location	Total Number of Units (#)	SIF Funded Units (#)	Type of Development		Weighted Average Rent of Project per Month	% of CMHC AMR Achieved for Overall Project
				New Construction	Acquisition/ Rehabilitation & Conversion		
	TOTAL						

Notes:

1. Refer to Appendix "B" for calculation of weighted average rents.
2. Percentage of CMHC AMR achieved. This percentage cannot be greater than 80% of CMHC AMR, without the approval of the Minister.

APPENDIX "D"
RENTAL PROTOCOL

1. DEFINITIONS

- 1.1 In this Appendix "D", unless the context requires otherwise,
- **"Affordability Period"** means the minimum twenty (20) year period following the date of the first (1st) occupancy of a Unit in the Project;
 - **"Agreement"** means the Agreement to which this Appendix "D" is attached;
 - **"Phase-out Period"** means the last five (5) year period of the "Affordability Period", and when used in this Appendix "D", the term "rent" 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 Appendix "D", in addition to the definitions contained in section 1.1 above.
- 1.3 All references to section numbers in this Appendix are references to sections of the Appendix, unless otherwise explicitly stated.

2. AFFORDABLE RENT

- 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 Appendix "D" nor increase any rent charged for a Unit except as permitted in this Appendix "D".

3. RENTS

- 3.1 The weighted average rent of all Units in a Project for which Program Funding has been utilized shall not exceed eighty per cent (80%) of CMHC Average Market Rents in the geographical area, as determined in the most recent CMHC Annual Rental Market Survey.
- 3.2 Notwithstanding 3.1,
- (a) in the event that eighty per cent (80%) of the CMHC Average Market Rent for units of a similar type in the geographical area is less than one hundred and five per cent (105%) of the modified shelter allowance under the Ontario Works program, the weighted average rent of all Units in a Project for which Program Funding has been utilized shall not exceed one hundred and five per cent (105%) of the modified shelter allowance under the Ontario Works program for units of a similar type;
 - (b) in areas where the CMHC Average Market Rent does not represent the average market rents of a particular community, alternate market rents may be submitted by the Service Manager for review and approval by the Minister.
- 3.3 In no event shall rent for any Unit exceed the CMHC Average Market Rent for units of a similar type in the geographical area or such alternate market rents for units of a similar type in the geographical area as have been approved by the Minister.
- 3.4 If rent supplements are used for Rental Component Units, the Service Manager shall ensure that the total rent received by a Proponent, including rent from the tenant and the rent supplement shall not exceed one hundred per cent (100%) of the CMHC Average Market Rent for units of a similar type in the geographical area or alternate rents that have been approved by the Minister.

- 3.5 If federal and/or provincially funded rent supplements are used for Rental Component Units, the Service Manager shall ensure that when calculating the weighted average rent for a Project, the total rent received by a Proponent, including rent from the tenants and the federal and/or provincially funded rent supplement shall be considered.

4. RENT INCREASES

- 4.1 The Proponent may increase the rent charged under section 3.1 and 3.2 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.
- 4.2 Subject to section 4.3, 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 and agrees that, regardless of whether the rent increase guideline applies to the Project under the *Residential Tenancies Act, 2006* or any successor legislation, the rent increase guideline applies by virtue of the contractual terms of the Agreement and this Appendix "D".
- 4.3 From the beginning of the eleventh (11th) year of the Affordability Period until the end of the Affordability Period, in addition to the increase permitted by section 4.2, the Proponent may, subject to any requirements of the *Residential Tenancies Act, 2006* or any successor legislation, apply to the Service Manager to increase Unit rents to an amount not to exceed CMHC Average Market Rent for units of a similar type in the geographical area.

5. PHASE-OUT PERIOD

- 5.1 During the Phase-out Period, the Proponent shall not increase the rent charged to *in-situ* tenants of Units by more than the rent guideline increase permitted under section 4.2 and any additional increase that may be approved under section 4.3.
- 5.2 Upon a Unit becoming vacant during the Phase-out Period, the Proponent may rent the Unit to a new tenant at any rent agreed to by the Proponent and the new tenant.

6. EXCEPTION

- 6.1 Subject to the provisions of the *Residential Tenancies Act, 2006* or any successor legislation, and notwithstanding the provisions of this Appendix "D" respecting rent increases prior to and during the Phase-out Period, where a Service Manager implements income verification of tenants following the initial occupancy of a Unit, a Service Manager may increase the rent for a Unit by more than the rent increase guideline under the *Residential Tenancies Act, 2006* or any successor legislation, provided that the rent for the Unit does not exceed the CMHC Average Market Rent for units of a similar type for that year and provided that the weighted average rent for the funded Units in a Project does not exceed the permitted rents for the Project.

7. AFTER PHASE-OUT PERIOD

- 7.1 After the end of the Phase-out Period, the Proponent shall be permitted to rent Units in the Project to new tenants at rents agreed to by the Proponent and the new tenants.

APPENDIX "E"

CONFIRMATION OF CONSTRUCTION START

2016 SIF Anti-Human Trafficking – Community Supports Fund

This is to confirm that the _____ project in the _____ [SM name] commenced construction on _____ [date].

The start of construction for this project is within three (3) months of the date of the project's Contribution Agreement, which was signed on _____ [CA date].

I declare that the above information is true and complete.

Signature

Name and Title of Service Manager/Authorized Signing Officer

Dated at _____ this _____ day of _____, 20____

SCHEDULE “D”

OPERATING COMPONENT

1. INTERPRETATION

1.1 In this Schedule, unless the context requires otherwise, the following terms have the meanings set out in this Section.

- **“Administration Agreement”** means the Transfer Payment Agreement between the Minister and the Service Manager to which this Schedule forms a part;
- **“Average Market Rents” (“AMRs”)** 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 Minister, based on available data, in areas where there is no or insufficient information from the CMHC Average Market Rent Survey;
- **“Cash-Flow Documentation”** means the cash-flow requirements identified by the Service Manager, as approved by the Minister, in the format attached as Appendix “E”;
- **“Eligible Landlord”** means a Private Landlord, Non-Profit Landlord, or Cooperative Housing Landlord that owns the Unit to which the Rent Supplement is applied;
- **“Eligible Renter Household”** means a household that either is on or is eligible to be on a social housing waiting list; that is leasing a Unit; that does not own a home suitable for year-round occupancy; and that meets the criteria in the Program Guidelines and in Appendix “B”;
- **“Eligible Unit”** means a Unit that meets the Unit Eligibility Criteria in the Program Guidelines and in Appendix “A”;
- **“Household Eligibility Criteria”** means the criteria set out in Appendix “B”;
- **“Household Income Limits” (“HILs”)** means the highest incomes that renter households can have and still remain eligible for the Operating Component, based on geographical areas and classified by bedroom count, in accordance with the annually updated HILs in Ontario Regulation 370/11, made under the *Housing Services Act, 2011*;
- **“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;
- **“Housing Allowance”** is a monthly subsidy paid directly to an Eligible Renter Household. At the discretion of the Service Manager, and upon request from the Eligible Renter Household, the Housing Allowance may be paid to the landlord on behalf of the Eligible Renter Household;
- **“Housing Allowance Application Form”** means an application form designed by the Service Manager or another delivery agent that meets the criteria described in Appendix “C”, and that an Operating Component applicant must submit to the Service Manager or

another delivery agent to be considered for a monthly subsidy (“Housing Allowance”) under the Operating Component;

- **“Housing Allowance Stream”** means the Housing Allowance Stream described in the Program Guidelines as one (1) of the two (2) streams of the Operating Component;
- **“Landlord”** means one of the following: Private Landlord; Non-Profit Landlord; or Cooperative Housing Landlord;
- **“Landlord Agreement”** means one of the following agreements: Private Landlord Agreement; Non-Profit Landlord Agreement; Cooperative Housing Landlord Agreement; and includes any other Agreement between the Service Manager and the Landlord that meets the Program Guidelines;
- **“Operating Component”** means the Operating Component described in the Program Guidelines and consisting of two (2) streams: Rent Supplement Stream and Housing Allowance Stream;
- **“Program Guidelines”** means the Program Guidelines for the Program;
- **“Quarterly Report”** means the report in the format attached as Appendix “D”;
- **“Rent Supplement”** is a subsidy paid to the Landlord on behalf of an Eligible Renter Household;
- **“Rent Supplement Stream”** means the Rent Supplement Stream described in the Program Guidelines as one (1) of the two (2) streams of the Operating Component;
- **“Unit”** means a residential dwelling or shared accommodation that meets the eligibility criteria outlined in the Program Guidelines and in Appendix “A”;
- **“Unit Eligibility Criteria”** means the criteria set out in Appendix “A”.

1.2 The following Appendices are attached to and form part of this Schedule:

Appendix “A” - Unit Eligibility Criteria;

Appendix “B” - Household Eligibility Criteria;

Appendix “C” - Housing Allowance Application Process and Form;

Appendix “D” – Quarterly Report; and

Appendix “E” – Cash-Flow Documentation

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

1.4 All references in this Schedule to section numbers are references to sections of this Schedule unless stated otherwise.

1.5 All references in this Schedule to Appendices are references to Appendices in this Schedule, unless stated otherwise.

2. PROGRAM GUIDELINES

- 2.1 The Service Manager agrees to administer the Operating Component in accordance with the Agreement and the Program Guidelines.

3. PROVISION OF FUNDS BY THE MINISTER

- 3.1 Subject to section 3.2, upon approval by the Minister of the Service Manager's Cash-Flow Documentation, the Minister shall transfer to the Service Manager on a quarterly basis by electronic funds transfer, the amount of Operating Component funding indicated in the approved Cash-Flow Documentation and Operating funding expended as indicated in the Quarterly Report.
- 3.2 The Minister shall transfer Operating Component funding to the Service Manager on or around April 1, July 1, October 1 and January 20 of each fiscal year. Fourth quarter payments by the Minister will be made on or around January 20, instead of January 1, to allow for any payment adjustments based on discrepancies between the Service Manager's planned and actual spending.
- 3.3 The Service Manager shall use the Operating Component funding transferred to it by the Minister in respect of an Eligible Unit solely for the purpose of providing a Rent Supplement to an Eligible Landlord of the Eligible Unit and/or a Housing Allowance to an Eligible Renter Household, in accordance with this Schedule, or as the Minister may direct, in writing.
- 3.4 All interest that accrues on Operating Component funding while held by the Service Manager shall be used by the Service Manager for the purpose of administering and delivering Affordable Housing.

4. PROVISION OF RENT SUPPLEMENTS AND/OR HOUSING ALLOWANCES BY THE SERVICE MANAGER

- 4.1 The Service Manager shall not expend funding under the Operating Component for a Unit or any Unit substituted for a Unit and/or an Eligible Renter Household after March 31, 2024.
- 4.2 The Service Manager or its authorized agency shall enter into a Landlord Agreement with each Landlord, in respect of all commitments of Units made on or after the date this Agreement is executed by the Parties. In the case of the Housing Allowance stream, the Service Manager and/or its authorized delivery agent shall develop a client application process and use an Application Form that meets the criteria described in Appendix "C". The Service Manager or its authorized delivery agent shall provide a monthly subsidy (Housing Allowance) to the Eligible Renter Household.
- 4.3 A Landlord Agreement shall not be entered into or continued respecting a Unit where a renter is related to the Landlord.
- 4.4 The Service Manager shall ensure that all Units that are subject to a Landlord Agreement are clean, fit for habitation, in satisfactory state of repair, meet applicable minimum health and safety standards and that the Landlord has confirmed that the Units are in compliance with applicable Building Code and Fire Code requirements.
- 4.5 The Service Manager shall determine the monthly Rent Supplement funding to be paid to Landlords on behalf of each Eligible Renter Household and/or Housing Allowance subsidy to be paid to each Eligible Renter Household.
- 4.6 The Service Manager shall establish rules to determine whether the household's income is at or below the local Household Income Limits (HILs), in accordance with the annually updated HILs in

Ontario Regulation 370/11, made under the *Housing Services Act, 2011*. The Service Manager shall put these rules in writing and make them available to the general public. If the Service Manager is of the opinion that HILs are too low and do not correlate with the CMHC market rents for its area, it can request in writing that the Minister make modifications to its HILs.

- 4.7 The Service Manager shall conduct annual (or more frequent if required) income testing of Eligible Renter Households to ensure their continued eligibility for the Operating Component.

5. REPORTING REQUIREMENTS

- 5.1 During the period following the date of execution of this Agreement and the end of the Operating Component, the Service Manager shall provide the Minister, by July 15, October 15, December 15 and March 15 of each year, with a Quarterly Report, indicating the number of Landlord Agreements executed and Units occupied, the number of Eligible Renter Households assisted, and Operating Component funding expended.

- 5.2 The Service Manager shall provide documentation of Landlord Agreements and/or agreements with delivery agencies, and/or evidence of successful Housing Allowance Application Forms.

- 5.3 The Service Manager shall provide the Minister with such additional reports as the Minister may require.

- 5.4 The Service Manager shall keep and maintain for a period of seven (7) years following March 31, 2024, all financial records (including invoices) and all-non-financial documents and records relating to the funds or otherwise to the Operating Component.

6. MARKETING

- 6.1 Subject to section 7 of the Administration Agreement, the Service Manager shall promote and advertise the Operating Component in the Service Manager's area as the Service Manager deems appropriate.

7. GENERAL

- 7.1 The Operating Component is available from the date of the Service Manager Administration Agreement until March 31, 2018, or a date after that, but no later than March 31, 2024, as reported in the Service Manager's cash-flow documentation.

- 7.2 The Service Manager may engage a third party subcontractor (delivery agency) to assist it in the performance of this Agreement. Such assistance shall be limited to but may include the provision of the Rent Supplements to Eligible Landlords and/or Housing Allowances to Eligible Renter Households, in each case, by the third party subcontractor but otherwise in accordance with this Schedule. Notwithstanding any such arrangement, the Service Manager shall remain in possession and control of all Rent Supplement and/or Housing Allowance Funding until such funds are advanced to or on behalf of an Eligible Landlord in connection with the provision of Rent Supplements for an Eligible Unit and/or Housing Allowances to Eligible Renter Households, and shall remain directly responsible to the Minister under and for the performance of this Schedule. The Service Manager shall also ensure that any third party subcontractor is bound by the same terms and conditions relating to the assistance to be provided by it as are binding on the Service Manager under this Schedule. The procurement of any such third party subcontractor shall be done in accordance with the procurement policies of the Service Manager.

- 7.3 The Service Manager may enter into a Landlord Agreement with a Landlord pursuant to which: (i) the Landlord agrees to rent a certain number of Units in a development owned by the Landlord available to the public as Eligible Units and to market such Units as Units available under the Operating Component, subject to the requirements of Article 9.0 of Schedule "A"; and (ii) the Service Manager agrees to make Rent Supplement Funding available to Eligible Households of

such Eligible Units.

- 7.4 The disbursement of Operating Funding by the Minister to the Service Manager under section 3.1 is subject to the necessary appropriations from the Federal Parliament and the Provincial Legislature. Neither the Minister nor CMHC shall have any liability in the event the respective appropriations are insufficient to meet the funding obligations of the Minister.
- 7.5 The Service Manager agrees to maintain the records and documentation that it is required to maintain under the Program Guidelines for the time period set out in the Program Guidelines.

APPENDIX "A"

UNIT ELIGIBILITY CRITERIA

1. To be an Eligible Unit a Unit must satisfy each of the following requirements:
 - (a) Be modest, that is not exceed Average Market Rent (AMR) for the area, as updated by the Minister annually;
 - (b) Meet local occupancy standards, included in program information available to the public;
 - (c) Such other requirements as are set out in the Program Guidelines and/or as the Service Manager may establish.
2. An Eligible Unit may be occupied by the applicant household. In-situ arrangements are permitted.
3. Only market units in social housing developments are eligible.
4. The following do not fit the definition of Eligible Unit:
 - (a) Hostel units, nursing and retirement homes;
 - (b) Non-market units in social housing developments.

APPENDIX "B"

HOUSEHOLD ELIGIBILITY CRITERIA

1. Each household seeking to be approved as an Eligible Household must meet each of the following criteria at the time the primary applicant submits an application:
 - (a) The primary applicant must be at least sixteen (16) years old;
 - (b) Neither own a home, nor have an ownership interest in a home, other than a contingent interest;
 - (c) Not be living in a spousal relationship (including a same-sex spousal relationship) with a person who owns a home or who has an ownership interest in a home, other than a contingent interest;
 - (d) Have a household income that does not exceed the Household Income Limits (HILs) for the Service Manager area. If the Service Manager is of the opinion that HILs are too low and do not correlate with the CMHC market rents for its area, it can request in writing that the Minister make modifications to its HILs;
 - (e) Not be in a close familial relationship with the person who owns the Unit or who has an ownership interest in the Unit, that is, not be the parent, grandparent, child, grandchild or sibling of the owner or co-owner of the Unit;
 - (f) Not be in receipt of any other housing allowance or rent supplement.
2. The Service Manager shall define "household income".
3. The Service Manager may establish such additional criteria as may be required to administer the Operating Component, provided they are not inconsistent with the requirements of the Operating Component.

APPENDIX “C”

HOUSING ALLOWANCE APPLICATION PROCESS AND FORM

1. The Service Manager and/or its delivery agent shall develop the application process that suits its local needs and make it available to the public.
2. The Service Manager and/or its delivery agent may select households from social housing waiting lists.
3. The Service Manager and/or its delivery agent shall design an Application Form that shall include, but not be limited to, the following sections:
 - (a) A definition of “Household Income”;
 - (b) Household Income declaration;
 - (c) Explicit list of eligibility criteria;
 - (d) Consent regarding personal information sharing;
 - (e) Applicant signature and date; and
 - (f) Such other requirements as are set out in the Program Guidelines or as the Minister may advise from time to time, and/or as the Service Manager and/or its delivery agent may establish.

APPENDIX "D"

APPENDIX "D" - QUARTERLY REPORT

Allocation: \$

COMMITMENTS - Agreements

One Agreement # must be entered for each recipient (e.g. entitlement notice)

If a recipient stops receiving a housing allowance assistance, please indicate in the Withdrawn column

Year 1					
Client Agreement #	Date of Agreement	FSA (first 3 digits postal code)	Start Date	Monthly Subsidy	Withdrawn Date
TOTAL					0

Year 2					
Client Agreement #	Date of Agreement	FSA (first 3 digits postal code)	Start Date	Monthly Subsidy	Withdrawn Date
TOTAL					0

QUARTERLY UPDATE - Actual Payments and Recipients Assisted

Please complete the chart below each quarter to report on payment of funds and number of recipients assisted

Highest # Recipients Assisted Current Quarter	Payments to Recipients Current Quarter

I certify to the best of my knowledge that the information provided above is true and correct

	Name	Title	Signature
Prepared by:	_____	_____	_____
Approved by	_____	_____	_____
Date Submitted:	_____		

**APPENDIX "E" - CASH FLOW DOCUMENTATION
Anti-Human Trafficking Community Supports Fund**

**Operating Component - Year 1
Cash Flow Statement for Operating Commitments**

Service Manager

**Anti-Human Trafficking Operating Component
Allocation - Year 1: \$0.00**

Period	Total - Operating Component
Fiscal years	Proposed Expenditures by Year
2017-2018	\$0.00
2018-2019	\$0.00
2019-2020	\$0.00
2020-2021	\$0.00
2021-2022	\$0.00
2022-2023	\$0.00
2023-2024	\$0.00
Total to 2023-24	\$0.00
Variance (Year 1 Operating Component Allocation - Total Proposed Operating Component Expenditures)	\$0.00

2017-2018	Forecast Expenditure by Quarter - Operating Component
Q1 (Apr – Jun)	
Q2 (Jul – Sep)	
Q3 (Oct – Dec)	
Q4 (Jan – Mar)	
Total for 2017-18	\$0.00

2018-2019	Forecast Expenditure by Quarter - Operating Component
Q1 (Apr – Jun)	
Q2 (Jul – Sep)	
Q3 (Oct – Dec)	
Q4 (Jan – Mar)	
Total for 2018-19	\$0.00

2019-2020	Forecast Expenditure by Quarter - Operating Component
Q1 (Apr – Jun)	
Q2 (Jul – Sep)	
Q3 (Oct – Dec)	
Q4 (Jan – Mar)	
Total for 2019-20	\$0.00

2020-2021	Forecast Expenditure by Quarter - Operating Component	
	Q1 (Apr – Jun)	
	Q2 (Jul – Sep)	
	Q3 (Oct – Dec)	
	Q4 (Jan – Mar)	
Total for 2020-21		\$0.00
2021-2022	Forecast Expenditure by Quarter - Operating Component	
	Q1 (Apr – Jun)	
	Q2 (Jul – Sep)	
	Q3 (Oct – Dec)	
	Q4 (Jan – Mar)	
Total for 2021-22		\$0.00
2022-2023	Forecast Expenditure by Quarter - Operating Component	
	Q1 (Apr – Jun)	
	Q2 (Jul – Sep)	
	Q3 (Oct – Dec)	
	Q4 (Jan – Mar)	
Total for 2022-23		\$0.00
2023-2024	Forecast Expenditure by Quarter - Operating Component	
	Q1 (Apr – Jun)	
	Q2 (Jul – Sep)	
	Q3 (Oct – Dec)	
	Q4 (Jan – Mar)	
Total for 2023-24		\$0.00
Notes		
Enter "Forecast Expenditure by Quarter - Operating Component" columns.		
Service Manager/ DSSAB		
Signature	Name/Position	Date

Anti-Human Trafficking Community Supports Fund

Operating Component - Year 2 Cash Flow Statement for Operating Commitments

Service Manager

Anti-Human Trafficking Operating Component Allocation - Year 2: \$0.00

Period	Total - Operating Component
Fiscal years	Proposed Expenditures by Year
2018-2019	\$0.00
2019-2020	\$0.00
2020-2021	\$0.00
2021-2022	\$0.00
2022-2023	\$0.00
2023-2024	\$0.00
Total to 2023-24	\$0.00
Variance (Year 2 Operating Component Allocation - Total Proposed Operating Component Expenditures)	\$0.00
2018-2019	Forecast Expenditure by Quarter - Operating Component
Q1 (Apr – Jun)	
Q2 (Jul – Sep)	
Q3 (Oct – Dec)	
Q4 (Jan – Mar)	
Total for 2018-19	\$0.00
2019-2020	Forecast Expenditure by Quarter - Operating Component
Q1 (Apr – Jun)	
Q2 (Jul – Sep)	
Q3 (Oct – Dec)	
Q4 (Jan – Mar)	
Total for 2019-20	\$0.00
2020-2021	Forecast Expenditure by Quarter - Operating Component
Q1 (Apr – Jun)	
Q2 (Jul – Sep)	
Q3 (Oct – Dec)	
Q4 (Jan – Mar)	
Total for 2020-21	\$0.00

2021-2022	Forecast Expenditure by Quarter - Operating Component	
	Q1 (Apr – Jun)	
	Q2 (Jul – Sep)	
	Q3 (Oct – Dec)	
	Q4 (Jan – Mar)	
Total for 2021-22		\$0.00

2022-2023	Forecast Expenditure by Quarter - Operating Component	
	Q1 (Apr – Jun)	
	Q2 (Jul – Sep)	
	Q3 (Oct – Dec)	
	Q4 (Jan – Mar)	
Total for 2022-23		\$0.00

2023-2024	Forecast Expenditure by Quarter - Operating Component	
	Q1 (Apr – Jun)	
	Q2 (Jul – Sep)	
	Q3 (Oct – Dec)	
	Q4 (Jan – Mar)	
Total for 2023-24		\$0.00

Notes
Enter "Forecast Expenditure by Quarter - Operating Component" columns.

Service Manager/ DSSAB	
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Signature	Name/Position	Date

SCHEDULE "E"

FRENCH LANGUAGE SERVICES REPORT

Service Manager:

Service Manager

Address:

Service Manager

Contact:

Name:

Telephone:

Email:

This report and the attached Appendix "A" confirms that the **[Insert Service Manager Name]** is providing services under the Anti-Human Trafficking – Community Fund (the "Program") and has an office(s) located in or serving an area designated in the Schedule to the *French Language Services Act* ("FLSA").

The **[Insert Service Manager Name]** confirms that it is:

- a) providing Program services to the public in French in all of its offices (including the offices of sub-contractors) located in or serving an area designated in the Schedule to the FLSA; and,
- b) making it known to the public, including by way of 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 Program are available in French.

I declare that the above information is true and complete.

By: _____

Name:

Title:

Date:

I have the authority to bind the Service Manager

**APPENDIX “A”
(to the French Language Services Report)**

As a Service Manager providing services under the Anti-Human Trafficking – Community Fund (the “Program”) and having offices (including the offices of sub-contractors) located in or serving an area designated in the Schedule to the *French Language Services Act*, please complete the section below. A list of designated areas can be found in Appendix “B”.

Service Manager Name:

Name of Designated Area(s):

Description of Services:

Please select all items that apply to the services you are providing under the Anti-Human Trafficking – Community Fund (the “Program”) in an office (or the office of a sub-contractor) that is located in or services a designated area.

- Signage and visibility of available services in French
- Over-the-counter services are available in French
- Written correspondence and telephone service are available in French
- Translation of written material produced for public use is available in French
- Other _____ (please specify)

Please list any services or locations in designated areas where these French language services are not being provided. Please explain.

**APPENDIX “B”
(to the French Language Services Report)**

List of Designated Areas under the French Language Services Act

Please ensure to review the Schedule to the French Language Services Act for any updates to designated areas.

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

SCHEDULE “F”
COMMUNICATIONS PROTOCOL REQUIREMENTS

Excerpt from 2016 SIF IAH Agreement:

MMAH agrees to give public recognition of CMHC’s role in providing financial assistance under this 2016 SIF Agreement, including recognizing Canada’s contribution in respect of the Social Infrastructure economic growth funding. This may include items such as branding (e.g. Social Infrastructure Fund, etc.) and signage.

Excerpt from CMHC-Ontario Agreement for Investment in Affordable Housing 2011-2014:

(see next page)

SCHEDULE G
COMMUNICATIONS PROTOCOL
(Paragraph 11.1 of the Original Agreement)

G.1 GENERAL

- G.1.1 CMHC and MMAH (the “Parties”) agree to undertake joint communications activities and products that will enhance opportunities for open, transparent, effective and timely communications with the public through appropriate, continuous and consistent public information activities that recognize the contributions of the Parties and the applicant.
- G.1.2 CMHC and MMAH agree that all communications activities and products related to this Agreement, any Programs and any Projects shall recognize equally, refer to equally and give equal prominence and priority to the “Government of Canada” including “Canada Mortgage and Housing Corporation” and the “Government of Ontario” including “the Ministry of Municipal Affairs and Housing”. Without limiting the generality of the preceding sentence, this paragraph applies to all provisions of this Schedule.
- G.1.3 All public information material in relation to this Agreement shall be prepared jointly.
- G.1.4 Subject to G.1.2, both Parties agree to adhere to government visibility requirements. They will be provided by CMHC and MMAH Communications Branch as issued from time to time. Visibility requirements may include, but are not limited to, items such as branding and signage.

G.2 JOINT COMMITTEE

- G.2.1 There shall be a Joint Committee of senior CMHC and MMAH officials responsible for the implementation of the Communications Protocol. The Joint Committee is a forum for sharing information on Investment in Affordable Housing 2011-2014 Projects and Programs, planning and approving communications plans, materials and activities, but may elect to address other Program issues by mutual agreement.
- G.2.2 The Joint Committee will continue to exist and operated for as long as necessary to meet the requirements of this Agreement.
- G.2.3 The Joint Committee will consist of two members appointed by CMHC and two members appointed by MMAH.
- G.2.4 The Joint Committee will be headed by two Co-chairs. CMHC will appoint one of its two members as the CMHC Co-chair and MMAH will appoint one of its two members as the MMAH Co-chair.
- G.2.5 The Joint Committee will meet at least twice year.

G.3 COMMUNICATION WITH APPLICANTS AND OTHERS

- G.3.1 MMAH will provide the CMHC co-chair with information on each Project application which has been approved five business days before any communication of the approval to the applicant or others.
- G.3.2 All Project and Recipient approval notifications in a form acceptable to both parties shall identify the “Government of Canada” including “Canada Mortgage and Housing Corporation” and the “Government of Ontario” including “the Ministry of Municipal Affairs and Housing” as sources of funding, under the “Investment in Affordable Housing 2011-2014.

- G.3.3 All public information material related to calls for tendering shall clearly and prominently indicate that the Project is funded by the "Government of Canada" including "Canada Mortgage and Housing Corporation" and the "Government of Ontario" including "the Ministry of Municipal Affairs and Housing" pursuant of this Agreement.

G.4 COMMUNICATION WITH THE PUBLIC

Public Information Products

- G.4.1 The Parties may develop information kits, brochures, public reports, and web site material, recognizing the joint funding, to inform potential applicants and the public about the Investment in Affordable Housing 2011-2014 and the Programs.

News Releases

- G.4.2 A joint news release shall be issued when this Agreement is signed. Unless the Parties decide otherwise, there shall be a joint news release of each approved Project or group of Projects or Recipients (without disclosing personal information), in which each Party will have equal importance. A news release may include quotations from a federal and a provincial official, other contributors and the applicant. The Parties must agree on these quotations. The Parties shall agree on the timing of the news release.
- G.4.3 The Parties shall co-operate in organizing press conferences, announcements and official ceremonies. The Parties will agree on the message and public statements at such events. The Parties shall agree if, when and where special ceremonies and events will be held. Neither Party, nor any municipality, applicant or contributor shall make any public announcement for a Project or Recipient, without first securing the agreement of the other Party. A Party must be informed of a proposed joint event at least 20 working days prior to the planned date of the event. No arrangements shall be made for events until the other Party agrees to the event.
- G.4.4 Either Party may organize a joint press conference. The requester shall give the other Party notice of at least 20 working days of such a press conference, public announcement or joint event, which shall not be presented by one Party to another as final. The CMHC and Ontario Ministers or their designated representatives and each Party may participate in these press conferences, which shall be held on a date and at a location that are agreed upon.
- G.4.5 The signing of this Agreement shall be the subject of an official ceremony
- G.4.6 The Parties shall work together to organize such announcements and official ceremonies, and shall follow a mutually agreed upon order precedence. The Parties should jointly agree on the message and public statements at such events.

Signage

- G.4.7 MMAH shall ensure that the applicant provides and installs temporary signage at a prominent location where there is visible activity related to an approved Project. The signage shall indicate that it is a Government of Canada – CMHC and Government of Ontario – MMAH (and municipal as applicable) Investment in Affordable Housing 2011-2014 Project, bear a message approved by each Party, and remain in place throughout the construction period.
- G.4.8 MMAH shall provide and install, where appropriate, a plaque or permanent sign bearing an appropriate inscription.
- G.4.9 Design, wording and specifications of signs and plaques shall reflect the equal participation of the "Government of Canada" including "Canada Mortgage and Housing Corporation" and the "Government of Ontario" including "the Ministry of Municipal Affairs and Housing" and must be

approved by both Parties. Signs and plaques shall have appropriate spaces indicating participation by the municipality and the applicant, if requested.

- G.4.10 The Parties shall issue specifications for signs and plaques and time frames for their installation. Temporary signs must be removed within 90 days of Project completion.

Advertising

- G.4.11 Either Party may organize an advertising or public information campaign, recognizing the joint funding, related to the Investment in Affordable Housing 2011-2014 and the Programs. However, it must inform the other Party of the contents of the campaign's message at least 30 days before it is launched.

Payments

- G.4.12 All payments to approved applicants or others pursuant to or related to this Agreement will identify the "Government of Canada" including "Canada Mortgage and Housing Corporation" and the "Government of Ontario" including "the Ministry of Municipal Affairs and Housing" as sources of funding, under the "Investment in Affordable Housing 2011-2014".

G.5 COSTS

- G.5.1 The Joint Committee shall approved an annual communication plan and budget.
- G.5.2 Costs associated with the development and delivery of communications products and activities in the approved communications plan and budget are eligible costs under this Agreement. This would apply to cost incurred by either party associated with any public announcement and official ceremony, temporary or permanent signage and plaques, advertising, literature, media distribution, organization of special events, as established by both Parties.

G.6 MUNICIPALITIES

- G.6.1 "Municipal and "municipality" include public bodies designated by MMAH as the local functionary for Programs.

SCHEDULE “G”

PROGRAM GUIDELINES

Introduction

The Ministry of Housing (MHO) is providing funding under the 2016 Social Infrastructure Fund - Investment in Affordable Housing (SIF-IAH) program for eligible proposals under the Anti-Human Trafficking Community Supports Fund (CSF) that will provide dedicated affordable housing for survivors of human trafficking.

The SIF-IAH program is a joint initiative between MHO and the Canada Mortgage and Housing Corporation (CMHC) with the objective of improving access to affordable housing that is safe, sound, suitable, and sustainable for households across Ontario. Program requirements – including program design, administration and delivery, payment of funding, financial provisions, accountability, and communications – are set out in the CMHC-Ontario Agreement for Investment in Affordable Housing 2011-2015 and subsequent supplementary agreements.

SIF-IAH funding provided under the CSF can be delivered under two components:

1. Rental Housing Component
 - Construction and/or acquisition and rehabilitation/repurposing of buildings/housing spaces for supportive and/or transitional housing
2. Operating Component
 - Funding for rent supplements and/or housing allowances to assist with the shelter costs of survivors of human trafficking.

Anti-Human Trafficking Community Supports Fund Program Objectives

The CSF supports the two overarching outcomes of the Long-Term Affordable Housing Strategy:

- Decreased number of people who are homeless; and
- Increased number of households achieving housing stability.

The objectives of the CSF include:

- Supporting an effective and coordinated service delivery network that is better equipped to provide responsive, sustainable and comprehensive care for survivors of human trafficking;
- Increasing effective, culturally and linguistically relevant, holistic, and trauma-informed services and care that improve the short and long-term safety and well-being of survivors of human trafficking;
- Building capacity of organizations to better meet the needs of their communities; and
- Supporting evidence-informed programs/approaches that demonstrate improved outcomes for survivors of human trafficking.

The CSF supports initiatives that address the following needs/service gaps:

- Improve the availability of services through wraparound models which incorporate key supports, including transitional and/or longer-term supportive housing options; and
- Support and improve the safe transition of persons at risk from provincially funded institutions and service systems (child welfare, youth justice, domestic violence shelters, etc.) to appropriate services e.g. longer-term housing.

Scope of the Guidelines

The Program Guidelines describe the eligible program components for housing initiatives under the CSF. Please note that the Program Guidelines may be updated on an ‘as needed’ basis and changes will be communicated to Service Managers (SMs).

Role of the Service Manager

Service Managers are responsible for:

- Entering into a Transfer Payment Agreement with the Minister for the CSF;
- Providing a letter of support for projects for Ministry approval;
- 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 Transfer Payment Agreement;
- Adhering to indemnification provisions as per the Transfer Payment Agreement; and
- Preventing and resolving issues for projects that encounter difficulties.

Transfer Payment Agreement

SMs must enter into a Transfer Payment Agreement with the Minister to deliver housing initiatives under the CSF. The Transfer Payment Agreement contains an accountability framework between the Minister and SMs and outlines the roles and responsibilities of the SM.

The Transfer Payment 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; and
- Other requirements (e.g. French Language Services).

Transfer Payment Agreements should be signed no later than February 28, 2018.

French Language Services

SMs providing a service to the public in connection with the housing initiatives under the CSF 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 CSF 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 Transfer Payment Agreement.

SMs are also required to submit annual French Language Services Reports confirming their continued compliance with the French language services requirements, by July 15th of each year.

Communications Protocol

SMs delivering housing initiatives under the CSF 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

Date	Description
February 28, 2018	Last day to enter into Transfer Payment Agreement with the Minister.
March 16, 2018	Last day for 2017/18 funding allocations to be committed under the CSF. Ministry begins reallocation process for uncommitted 2017/18 funding.
January 31, 2019	Last day for 2018/19 funding allocations to be committed under the Rental Housing component of the CSF. Ministry begins reallocation for uncommitted 2018/19 funding.
March 31, 2019	Housing initiatives under the CSF end. No further funding commitments can be made.
March 31, 2021	Final deadline for disbursement of CSF Rental Housing component funding to projects.
March 31, 2024	Final deadline for disbursement of CSF funding to landlords/clients under the Operating component.

Funding Commitments

- Rental Housing Component

Rental Housing component funding allocations must be committed by January 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 planned commitments. 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 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.

Administration Fees

Five Per Cent (5%) of the CSF notional allocation awarded in the Service Manager's service area will be provided to the Service Manager to offset a portion of the costs incurred by the Service Manager associated with the administration of the CFF.

Reporting

SM reporting consists of updating and submitting reports with SM progress on a quarterly basis and completing reports specific to each program component as described in their respective sections of the Transfer Payment Agreement.

It is expected that all component-specific reports will be completed and submitted through the Ministry's Grants Ontario System (GOS).

This reporting ensures compliance with the provisions of the CMHC-Ontario Agreement for Investment in Affordable Housing, the 2016 Social Infrastructure Fund Agreement and other established program requirements.

Stacking Provisions

The following stacking provisions are **not allowed** for housing initiatives under the CSF:

- Funding under different streams of the IAH/SIF 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.
- Capital 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 CSF:

- Rental Housing 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.

Rental Housing Component

The Rental Housing component will:

- Increase the supply of rental housing for survivors of human trafficking who are on, or eligible to be on, social housing waiting lists; and
- Ensure that safe, adequate and affordable rental housing is available to survivors of human trafficking.

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; or
- 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 SM 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; or
- Student residences.

Eligibility Criteria – Units

Units must be modest in size with amenities relative to other housing in the community.

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

Unit Type	Bachelor	1 Bedroom	2 Bedroom	3 Bedroom	4 Bedroom
<i>Apartment</i>	41.8 m ²	60.4 m ²	79.0 m ²	92.9 m ²	111.5 m ²
<i>Townhouse (Row houses)</i>	N/A	65.0 m ²	83.6 m ²	102.2 m ²	120.8 m ²

Congregate living buildings (rooms with shared living spaces) are also eligible for program funding.

Project Submission Process

The Provincial Anti-Human Trafficking Coordination Office at the Ministry of Community and Social Services (MCSS) issued a Call for Applications to invite eligible organizations to submit applications for funding under CSF.

All project information for housing projects recommended for funding approval through the Call for Applications process must be submitted by Service Managers through the Grants Ontario System (GOS) along with additional project background information such as that contained in Council/board reports (if applicable).

Project Approval Process

Following a recommendation of funding and the receipt of project information from the Service Manager through GOS, a project that is approved 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. 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 January 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 CSF Rental Housing component will fund up to \$150,000 per unit.

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; and
- 10% at confirmation of occupancy, submission of Initial Occupancy 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 payment checklists and documentation in GOS when requesting each payment.

All final payments (10% at confirmation of occupancy) are required to be made within two years of signing the Contribution Agreement, but in any event not later than March 31, 2020. SMs are required to ensure that all projects are completed and request the final payment prior to this deadline.

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 a CSF-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 CSF and market units, but only units with rents that meet affordability requirements will receive CSF funding.

If rent supplements are used for CSF-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). In addition, rental housing projects are subject to the terms and conditions in the Transfer Payment Agreement. The Transfer Payment Agreement states that rent increases follow the RTA rent increase guidelines, but average rent must still remain at or below 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:

- Projects must start construction within three months of signing a CA;

- Projects that do not start construction within three months of signing a CA may have CSF 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; and
- Projects must complete construction within two years of signing a CA.

Contributions by Others

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 CSF parties with regard to the indemnification and recovery of government funding. Specific obligations and provisions are included in the Transfer Payment 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/Asset9886.aspx>.

In cases where a CSF project encounters difficulties, the risk mitigation strategies outlined in the Guide may assist proponents and SMs.

Reporting

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 Agreement for Investment in Affordable Housing Program Agreement, the Supplementary Agreement No. 1, the 2016 Social Infrastructure Fund Agreement and other established program requirements. All reports and updates are to be submitted through GOS, where possible.

Operating Component

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

The Operating component consists of two streams:

- Rent Supplement; and
- Housing Allowance.

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 recipients have chosen this approach and provided written direction and consent.

Funding Allocations

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

Reporting

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. They may extend funding for their clients up to March 31, 2024.

CSF reporting consists of submitting Cash-Flow Documentation, and updates on progress through Quarterly Reports. Reports will be completed and submitted through the Grants Ontario System (GOS).

For the Quarterly Report, SMs are required to track spending and client numbers separately for each stream. Quarterly Reports must include, in the case of the Rent Supplement stream, the number of occupied units, and in the case of the Housing Allowance stream, the number of eligible survivors of human trafficking.

SMs are also required to track the following information:

- Landlord agreements and agreements with third-party delivery agencies; and
- Approved client applications.

This reporting ensures compliance with the provisions of the CMHC-Ontario Agreement for Investment in Affordable Housing, the Supplementary Agreement No. 1, the 2016 Social Infrastructure Fund Agreement, the Transfer Payment Agreement, and other established program parameters.

Payment Process

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

Generally, payments to SMs are made on or near the first day of every quarter of the program year in advance for the upcoming quarter. However, fourth quarter payments are made on or near 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 stream, SMs pay households directly.

Client Eligibility

To be eligible for the 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 renting either a self-contained unit or a room in shared accommodation.

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.

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 submit a written request through their Ministry contacts (see Appendix A), for modifications to their HILs.

Unit Eligibility

Self-contained units and congregate living arrangements are both eligible for funding.

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

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

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. SMs are solely responsible for establishing the necessary rules, forms and procedures to meet this requirement.

Appendix A – Ministry Contacts

Municipal Services Office – Central

777 Bay Street, 12th 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, Hamilton, Muskoka, Niagara, 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

Serving: Cornwall, Hastings, Kawartha Lakes, Kingston, Lanark, Leeds and Grenville, Lennox and Addington, Northumberland, Ottawa, Peterborough, Prescott and Russell, Renfrew

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

Serving: Brantford, Bruce, Chatham-Kent, Dufferin, Grey, Huron, Lambton, London, Norfolk, Oxford, St. Thomas, Stratford, Waterloo, Wellington, Windsor

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

Serving: Algoma, Cochrane, Greater Sudbury, Manitoulin-Sudbury, Nipissing, Parry Sound, Sault Ste. Marie, Timiskaming

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: Walter Battello, Account Manager, Regional Services Delivery Unit
Tel: 416-585-6480
Email: walter.battello@ontario.ca

Serving: Toronto

Appendix B – List of Designated Areas under the French Language Services Act

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