

Bill No. 333
2013

By-law No. A.-_____

A by-law to approve an amendment to the contribution agreement between The Corporation of the City of London (the City) and At'lohosa Native Family Healing Services (the Proponent) for the purpose of establishing the Proponent's obligations under the Convert-to-Rent/Rehabilitation Program and the City's obligation to provide funding to the Proponent; and to authorize the Mayor and the City Clerk to execute the amended agreement.

WHEREAS section 5(3) of the *Municipal Act, 2001* 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 The Corporation of the City of London (the City) is responsible for the delivery and administration of affordable housing initiatives including affordable rental housing programs, convert-to-rent programs and other initiatives;

AND WHEREAS the Proponent has responded to the procurement process initiated by the City to undertake development activities in return for funding;

AND WHEREAS it is deemed expedient for the City to enter into an agreement with the Proponent for the purpose of establishing the Proponent's obligations with respect to the Convert-to-Rent/Rehabilitation Program and the City's obligation to provide funding to the Proponent;

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

1. An amended agreement between the City and At'lohosa Native Family Healing Services for the purpose of establishing At'lohosa Native Family Healing Services obligations with respect to the Convert-to-Rent/Rehabilitation Program and the City's obligation to provide funding to At'lohosa Native Family Healing Services attached as Schedule "A" to this by-law is authorized and approved.
2. The Mayor and the City Clerk be hereby authorized to execute the agreement authorized and approved in section 1, of this by-law, substantially in the form of agreement attached to this by-law and to the satisfaction of the City Solicitor.
3. This by-law shall come into force and effect on the day it is passed.

PASSED in Open Council on July 30, 2013.

Joe Fontana
Mayor

Catharine Saunders
City Clerk

First Reading – July 30, 2013
Second Reading – July 30, 2013
Third Reading – July 30, 2013

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

BETWEEN:

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

- and -

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

This Agreement made the _____ day of _____ 2013.

WHEREAS:

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

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

- 1. That the City shall provide an additional \$240,000 to the Borrower as a loan;
- 2. That the Borrower will shall provide confirmation that Community Infrastructure Improvement Fund will contribute \$220,000 funding to this Property for the rehabilitation work as described in Section 3 below;
- 3. The Borrower agrees this additional funding is a one time only approval for capital expenditures to repair the basement foundation & floor; replacement of the existing flat roof; installation of a two-level elevator for wheelchair access from the street; improvement to the front of the building by painting wooden trim, installing signs, & improving the lighting in the alleyway; replacement of 13 fire proof doors & windows; replacement of the rear loading dock & upgrading of the wheelchair access ramp; installation of 30 energy efficient lights and 16 security cameras; and, replacement of heat cooling systems in eight affordable housing units;
- 4. That the additional \$220,000 shall be secured by a charge/ mortgage registered on title by the Borrower to the satisfaction of the City prior to any advance of the additional funding;
- 5. The forgivable loan will be in place for a term of 20 years starting at the completion of the rehabilitation work as described in Section 3 above.

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

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

THE CORPORATION OF THE CITY OF LONDON

Joe Fontana, Mayor

Catharine Saunders, City Clerk

AT^LOHSA NATIVE FAMILY HEALING SERVICES INC.

Lina Sunseri, Vice-President

Charlene Dodge, Secretary

We have the authority to bind the Corporation