

MUNICIPAL CONTRIBUTION AGREEMENT

This Agreement made the day of , 2017.

BETWEEN:

THE MUNICIPAL CORPORATION OF THE COUNTY OF RENFREW

(hereinafter called the "Service Manager")

- and -

[Insert Name]

(hereinafter called the "Proponent")

WHEREAS:

- A. 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").
- B. CMHC and MMAH entered into a Supplementary Agreement No. 1, dated August 11, 2014, ("the Supplementary Agreement").
- C. The Supplementary Agreement amended the CMHC-Ontario Agreement for Investment in Affordable Housing 2011-2014 by extending the funding available for Affordable Housing.
- D. 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.
- E. Whereas the Minister is now responsible for the above agreements signed by MMAH.
- F. The Minister has established a revised Rental Housing Component pursuant to which the Minister will provide the CMHC funding and provincial funding for the 2016 Social Infrastructure Fund ("2016 SIF").

- G. The Minister and the Service Manager have entered into an Agreement for the purpose of establishing the Service Manager's obligations with respect to the administration of the 2016 SIF IAH Components and the Minister's obligation to provide funding to the Service Manager for the administrative costs of participating in the 2016 SIF IAH Component.
- H. The Service Manager and the Proponent have entered into this Contribution Agreement for the purpose of establishing the Proponent's obligations with respect to the new Rental Housing Component and the Service Manger's obligation to provide funding to the Proponent.

NOW THEREFORE, the Service Manager and the Proponent agree with each other as follows:

1. INTERPRETATION

1.1 In the Agreement, including its Schedules, unless the context requires otherwise,

- **"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 information from the CMHC Average Market Rent Survey;
- **"Business Day"** means each Monday, Tuesday, Wednesday, Thursday and Friday except when any such day occurs on a statutory holiday observed in Ontario;
- **"Contribution Agreement"** means an agreement entered into by the Service Manager or another party contributing to the Project and an approved Proponent for contributions under the Program;

- **“Contribution by Others”** means cash or in-kind eligible contributions from municipalities, in accordance with the Program. It does not include contributions from any other Government of Canada sources, including, but not limited to the CMHC - Ontario Social Housing Agreement dated November 15, 1999, nor contributions which receive credit under any agreement with CMHC outside this Agreement nor equity contributions to the Project made by the Proponent;
- **“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;
- **“Force Majeure”** means a delay arising from strike, lockout, riot, insurrection, terrorism, war, fire, tempest, act of God, lack of material or supply of service at a reasonable cost, inclement weather, binding orders or regulations of governmental bodies, courts or arbitrators or any other event beyond the control of the Parties which causes a delay in the fulfillment of a Party’s obligations under this Agreement notwithstanding the reasonable efforts of such Party and provided that any such non-availability or delay does not relate to any extent to any act or omission by such Party or any of its authorized agents or employees;
- **“Funding”** means funding provided under the Program, as set out in the Program Guidelines;
- **“Funding Schedule”** means the schedule of funding setting out progress payments for the Project being undertaken as set out in Schedule “B”;
- **“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;
- **“Interest Adjustment Date”** means the date on which the Proponent makes the first payment of principal and interest in respect of the Proponent’s permanent financing obligations for the Project, following the completion of construction;
- **“Loan”** means the total amount of Funding, advanced by the Service Manager to the Proponent, in accordance with the Funding Schedule;
- **“Occupancy Date”** means the date on which occupancy of all Units in a Project is permitted;

- **“Parties”** means the Service Manager and Proponent and “Party” means either of them, as the context may require;
- **“Permitted Encumbrances”** means the encumbrances encumbering the Affordable Housing Units listed in Schedule “G”;
- **“Phase-out Period”** means the last five (5) year period of the Affordability Period;
- **“PIPEDA Protected Information”** means any “Personal Information” or “Personal Health Information”, as defined under PIPEDA;
- **“Program”** means the Rental Housing Component of the 2016 Social Infrastructure Fund IAH Component ;
- **“Program Guidelines”** means the Program Guidelines issued by the Minister in respect of the 2016 Social Infrastructure Fund;
- **“Project”** means Affordable Housing proposed or approved for the Program, as the context may require;
- **“Proponent”** means a person or other legal entity that has submitted a Proposal;
- **“Proposal”** means the proposal to participate in the Program, submitted to the Service Manager;
- **“Municipal Contribution Agreement”** means this Contribution Agreement between the Service Manager and the Proponent;
- **“Rental Component”** means the Affordable Housing Program described in the Rental Housing Component Program Guidelines;
- **“Security Documents”** means the security documents attached to and forming part of the Municipal Contribution Agreement;
- **“Service Manager”** means the Municipal Corporation of the County of Renfrew;
- **“Substantial Completion”** means the substantial performance, within the meaning of the *Construction Lien Act*, of all contracts which the Proponent has entered into for Development Activities in connection with the Project under this Agreement;

- **“Targeting Plan”** means the manner in which the Proponent plans to meet the objectives of the Program to create Affordable Housing for households that are on or are eligible to be on waiting lists for social housing.
 - **“Unit”** means a self-contained 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 All references in this Agreement, including, without limitation, the Schedules hereto, to “rent” are deemed to include housing charges paid by members of non-profit housing co-operatives and “rental” is deemed to have a corresponding meaning.
- 1.3 The following Schedules are attached to and form part of this Agreement:
- | | |
|----------------|---|
| Schedule “A” | 2016 Social Infrastructure Fund Guidelines; |
| Schedule “B” | Funding Schedule; |
| Schedule “C” | Contribution by Others - Agreements; |
| Schedule “D” | Rental Protocol; |
| Schedule “E-1” | Charge/Mortgage of Land; |
| Schedule “E-2” | Assignment of Rents; |
| Schedule “E-3” | Security Agreement; |
| Schedule “F” | Alternate Security; |
| Schedule “G” | Permitted Encumbrances; |
| Schedule “H” | Proponents Initial Occupancy Report; |
| Schedule “I” | Proponents Annual Occupancy Report; |
| Schedule “J” | Confirmation of Construction Start; |
| Schedule “K” | Confirmation of Employment of Apprentices; |
| Schedule “L” | Communications Protocol |
- 1.4 In the event of a conflict or inconsistency between the provisions of this Agreement and the provisions of a Schedule, the provisions of this Agreement shall prevail.
- 1.5 All references in this Agreement to section numbers are references to sections of this Agreement unless otherwise stated.

2. FUNDING FOR AFFORDABLE HOUSING

- 2.1 The Proponent agrees to advance as its equity _____ on or before Occupancy is permitted in the Project, and provide written confirmation to the Service Manager that the equity contribution has been advanced.
- 2.2 The Service Manager agrees to lend to the Proponent, as a Loan, upon the terms and subject to the conditions set out in this Agreement, the amount of _____ for each Unit included in the 2016 Social Infrastructure Fund pursuant to the Proposal, the total amount of such Loan being _____.
- 2.3 The Service Manager shall disburse the amount of the Loan in accordance with the Funding Schedule attached as Schedule "B".
- 2.4 The Service Manager shall have the option of withholding from the amount to be disbursed under section 2.2 the amount of the cost of construction necessary to complete the construction of the Project and, in such case, the Service Manager shall disburse the amount so withheld following its receipt of satisfactory evidence that such construction is complete within the meaning of the *Construction Lien Act* and provided that the *Construction Lien Act* is complied with.
- 2.5 The Proponent shall use the amount of the Loan and Contribution by Others for the purpose of its Development Activities in connection with the Project.
- 2.6 The Proponent may authorize the Service Manager to pay the Funding to a third party and the Service Manager shall permit such authorization.

3. PROVISION OF AFFORDABLE HOUSING

- 3.1 The Proponent agrees to undertake its Development Activities in connection with the Project in accordance with the provisions relating to the development of the Project contained in the Program Guidelines.
- 3.2 The Proponent shall, subject to Force Majeure, achieve Substantial Completion in accordance with the Program Guidelines.
- 3.3 Without limiting the condition set out in section 5.1(b), the Proponent shall use its reasonable best efforts to discharge or cause the discharge of any registered construction liens so as to ensure that there are no construction liens registered against the Project on the date for the disbursement of the Loan under section 2.3.
- 3.4 The Proponent shall not at any time during the term of this Agreement breach any Contribution Agreement respecting the Project that it has entered into by

means of a Contribution by Others, including any municipal capital facility agreement made pursuant to section 110 of the *Municipal Act, 2001* and shall not, through any breach on its part, cause such other entity to terminate a Contribution Agreement for cause. The Proponent agrees that a breach by it of any such Contribution Agreement, that has not been corrected, shall constitute a breach of this Agreement. All such agreements by means of a Contribution by Others shall be attached as Schedule "C". The Proponent shall provide the Service Manager with evidence of its good standing under any such Contribution Agreement within ten (10) Business Days following its receipt of a written request from the Service Manager

4. OPERATION OF AFFORDABLE HOUSING

- 4.1 The Proponent acknowledges and agrees that the Rental Protocol set out in Schedule "D" applies to the Project by virtue of the contractual terms of this Agreement, notwithstanding that the Rental Protocol does not apply to the Project under the *Residential Tenancies Act, 2006*.
- 4.2 The Proponent agrees to operate the Units in accordance with the rules set out in Schedule "D" of this Agreement.

5. CONDITIONS

- 5.1 The provision of funding by the Service Manager pursuant to section 2.3 is subject to the following conditions precedent, each of which is for the exclusive benefit of the Service Manager and may be waived in full or in part by the Service Manager by written notice to the Proponent:
- (a) the Service Manager and the Proponent have signed a Contribution Agreement and the Proponent is in compliance with the Contribution Agreement;
 - (b) there being no Claim for Lien under the *Construction Lien Act* registered against the Project;
 - (c) there being in existence no unregistered lien or statutory claim having priority against the Project;
 - (d) the Proponent's title to the Project being encumbered by no registered encumbrances other than the Permitted Encumbrances;
 - (e) the Proponent being in good standing under all of the Permitted Encumbrances and there being no work orders issued against the Project by any governmental entity, agency or official;

- (f) the Proponent having provided the Service Manager with the security documents required by section 7 and in accordance with the said section; and
- (g) all funds provided by means of a Contribution by Others due on or before a disbursement date hereunder having been fully advanced to the Proponent on or before such disbursement date and having been secured by by-law, agreement or otherwise and attached as Schedule "C".

5.2 If any of the conditions contained in section 5.1 have not been fulfilled on the date for the disbursement of the Loan by the Service Manager pursuant to section 2.3 and are not waived by the Service Manager pursuant to section 5.1, the Service Manager shall be under no obligation to make any advance of the Loan to the Proponent and the Service Manager shall thereupon have the right to terminate this Agreement and, in that event, neither party to this Agreement shall have any rights or obligations hereunder, save and except that the Service Manager may, notwithstanding such termination, bring an action against the Proponent for all losses, costs and expenses, including, without limitation, reasonable legal fees incurred by the Service Manager in connection with this Agreement where the non-performance or non-fulfillment of a condition is a result of a breach of a covenant by the Proponent.

6. TERMS OF THE FUNDING

- 6.1 The Loan shall have a term of twenty (20) years, commencing as of the Interest Adjustment Date.
- 6.2 Prior to the Interest Adjustment Date, interest shall accrue on the total of the amount or amounts advanced under the Loan at the rate of eight per cent (8%) per annum. The interest so calculated shall compound semi-annually, not in advance, until the Interest Adjustment Date.
- 6.3 On the Interest Adjustment Date, the amount of interest accrued as calculated in section 6.2 shall be forgiven, provided that the Proponent has satisfied all requirements as set out in section 2.
- 6.4 With effect from the Interest Adjustment Date, the interest rate applicable to the Loan shall be the higher of the average posted rate offered by major Canadian lending institutions for a commercial first mortgage having a five (5) year term, plus two per cent (2%) or the interest rate applicable to the first mortgage registered against title to the property, plus two per cent (2%).
- 6.5 On each anniversary date of the Interest Adjustment Date, the Proponent shall pay the Service Manager the amount of interest, as calculated on the Loan amount according to the interest rate stipulated in section 6.4, so accrued during the previous year; provided, however, if the Proponent has satisfied, as of such

anniversary date, the requirements of this Agreement, the amount of the interest so owing shall automatically be forgiven.

- 6.6 At the discretion of the Service Manager, the amount of the Loan may be reduced at the rate of five per cent (5%) per year, provided that the Proponent has fulfilled all the requirements of the Program as set out in this Agreement.
- 6.7 The Loan amount shall be fully forgiven on the last day of the month at the end of the term of the Loan, provided that the Proponent has fulfilled all the requirements of the Program as set out in this Agreement.
- 6.8 The Proponent shall provide the Service Manager with such information respecting the Proponent's permanent financing obligations for the Project as the Service Manager may require from time to time.

7. SECURITY

- 7.1 Prior to the Service Manager disbursing the Loan proceeds to the Proponent pursuant to section 2.3, the Proponent shall provide the Service Manager with executed registerable security documents in the form attached hereto as Schedules "E-1", "E-2" and "E-3" (the "Security"), completed in accordance with this Agreement.
- 7.2 The Security shall be collateral to this Agreement. The Service Manager shall be the secured party on all Security documents. The amount of all contributions from the Service Manager shall be included in the Security documents. Any cash contributions from the Service Manager may be included in the Security documents. The amount of any eligible in-kind contributions from the Service Manager shall not be included in the Security documents.
- 7.3 Without limiting the Proponent's covenants and the remedies of the Service Manager under this Municipal Contribution Agreement and the Security, the Proponent agrees that a breach of this Agreement with the Service Manager shall constitute a breach of the Security and a breach of the Security shall constitute a breach of this Agreement.
- 7.4 The Service Manager acknowledges and agrees that notwithstanding that the Security provides that the principal and interest secured thereunder is payable on demand, the Service Manager shall have no right to demand payment thereunder except in accordance with the provisions of this Agreement relating to repayment. In the event of a conflict or inconsistency between the provisions of this Agreement and the Security, the provisions of this Agreement shall prevail with respect to Funding provided by the Service Manager.
- 7.5 The Security shall rank in first priority, unless the Service Manager determines that the Security shall have a lesser priority.

8. ACCOUNTABILITY FRAMEWORK

8.1

- (a) In the event:
- (i) the Service Manager is advised by the Proponent that the Project will not proceed; or
 - (ii) construction of the Project does not commence within three (3) months of the date of this Agreement;

the Proponent shall return all unexpended Funding to the Service Manager, forthwith upon demand, provided however, that the Service Manager shall not require the Proponent to return any Funding that has been expended for the intended purposes.

- (b) If requested by the Service Manager, the Proponent shall submit to the Service Manager, an audited financial statement respecting the expenditure of the Funding provided to it pursuant to this Agreement, 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 that the Development Activities related to the Project have been fully completed.
- (c) Following the full completion of the Development Activities related to the Project, the Proponent shall submit to the Service Manager a completed information report in the form attached hereto as Schedule "H", and annually thereafter shall submit to the Service Manager completed information reports in the forms attached hereto as Schedule "I".
- (d) Without limiting the Proponent's obligations under section 8.1(c), the Proponent, if requested by the Service Manager, shall forthwith submit to the Service Manager the material required to be submitted to the Service Manager pursuant to section 8.1(c), in addition to any such material that the Proponent may have previously submitted to the Service Manager.

8.2 The Proponent represents that it has not provided any false or misleading information in the Proposal and agrees that it shall not provide any false or misleading information to the Service Manager under this Agreement.

8.3 The Proponent shall, on forty-eight (48) hours prior written notice, give the Service Manager free access to the Project and to such staff, documents, books, records and accounts as may be determined by the Service Manager, for the purpose of verifying compliance with this Agreement.

- 8.4 The Service Manager may conduct an audit, investigation or inquiry in relation to the Project or any larger development or project of which the Project is a part and the Proponent shall co-operate with the Service Manager and provide free access to the Project and to such staff, documents, books, records and accounts as may be determined by the Service Manager.
- 8.5 The provisions of sections 8.1, 8.2, 8.3, 8.4 and 8.5 shall continue to apply for a period of seven (7) years following the end of the Phase-out Period or the date of any early termination of this Agreement.

9. COMMUNICATIONS PROTOCOL

- 9.1 The Proponent acknowledges that the terms of the CMHC-Ontario Agreement for Investment in Affordable Housing for Ontario (2011-14) Communications Protocol and 2016 Social Infrastructure Fund Service Manager Administration Agreement dated the 2nd day of September, 2016 as referred to in preamble paragraph "E" herein require joint, open, transparent, effective and timely communications with the public through ongoing public information activities that recognize the contribution of each Party based on the protocol in Schedule "F" in the above-referenced Agreements contained therein with respect to publicity relating to the project 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 the projects funded in accordance with this Agreement. The Proponent shall ensure that there will be no such publicity, advertising, signs, messages, public statements, press conferences, new releases, announcements, official ceremonies or special events, without the prior written consent of the Service Manager. The proponent further agrees that it is bound by the Communications Protocol as set out in the 2016 Social Infrastructure Fund Program Guidelines.

10. REMEDIES

- 10.1 All of the remedies in this Agreement and the Security are cumulative and are not alternative and the Service Manager shall not be precluded from availing himself simultaneously of some or all of the said remedies and any other remedies available in equity or at law.
- 10.2 Notwithstanding any of the terms of this Agreement or of the Security, the Service Manager shall have the option of waiving any or all of his remedies under this Agreement and the Security, but no waiver of a provision shall be deemed to constitute a waiver of any other provision (whether or not similar) nor shall any waiver constitute a continuing waiver unless otherwise provided.

11. NOTICE

11.1 Any notice or other communication required, desired or permitted to be given by this Agreement shall be in writing and shall be effectively given if:

- (a) delivered personally;
- (b) sent by prepaid courier service; or
- (c) sent by facsimile communication, and confirmed by mailing the original documents so sent by prepaid mail on the same or following day, addressed as follows:
 - (i) in the case of notice to the Service Manager:

The Corporation of the County of Renfrew
Attn: Director of Social Services
9 International Drive,
Pembroke, ON
K8A 6W5
Fax: 613-735-2081

with a copy to the CAO/Clerk,
The Corporation of the County of Renfrew

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

[Insert Proponent Name and Address]

or at such other address as the party to whom such notice or other communication is to be given shall have advised the party giving same in the manner provided in this section. Any notice or other communication delivered personally or by prepaid courier service shall be deemed to have been given and received on the day it is so delivered at such address, provided that if such day is not a Business Day such notice or other communication shall be deemed to have been given and received on the next following Business Day. Any notice or other communication transmitted by facsimile communication shall be deemed to have been given and received on the day of its transmission, provided that such day is a Business Day and such transmission is completed before 4:00 p.m. on such day, failing which such notice or other communication shall be deemed to have been given and received on the first (1st) Business Day after its transmission. If there has been a mail stoppage and if a party sends a notice or other communication by facsimile communication, such party shall be relieved from the obligation to mail the original document in accordance with this paragraph.

12. GENERAL

- 12.1 The Proponent represents that it has not knowingly provided the Service Manager with any false or misleading information respecting the subject matter of this Agreement and agrees that it shall not knowingly provide any false or misleading information to the Service Manager in the performance of its obligations under this Agreement.
- 12.2 Any power, right or function of the Service Manager, contemplated by this Agreement, may be exercised by any employee or agent of the Ministry of Municipal Affairs and Housing.
- 12.3 It is understood that the *Freedom of Information and Protection of Privacy Act* shall apply to all records submitted to or created by the Service Manager pursuant to this Agreement.
- 12.4 The Proponent represents and warrants that:
- (a) it shall preserve the *Personal Information Protection and Electronic Document Act* (PIPEDA) compliance of all PIPEDA Protected Information transferred to it by the Service Manager;
 - (b) it shall ensure the PIPEDA compliance of all PIPEDA Protected Information it collects in the course of performing its contractual obligations; and
 - (c) it shall ensure the PIPEDA compliance of all PIPEDA Protected Information that it transfers to the Service Manager.
- 12.5 Each disbursement of Funding by the Service Manager to the Proponent under this Agreement is subject to the necessary appropriations from the Federal Parliament and the Provincial Legislature. Neither the Service Manager nor Canada Mortgage and Housing Corporation (CMHC) shall have any liability in the event the respective appropriations are insufficient to meet the funding obligations of the Service Manager.
- 12.6 Nothing in this Agreement is to be construed as authorizing one Party to contract for or incur any obligation on behalf of the other or to act as agent for the other and nothing in this Agreement shall be construed to constitute the Service Manager and the Proponent as partners of each other.
- 12.7 The Proponent acknowledges that CMHC is not a party to this Agreement or other agreement relating to any Project.
- 12.8 No member of:

- (a) the House of Commons or Senate of Canada; or
- (b) the Legislative Assembly of Ontario; or
- (c) the Municipal Council constituting the Service Manager or the Municipal Council of any local municipality of the Service Manager or the governing body of any Municipal Agency, Board or Commission, of any such municipalities;

shall be admitted to any share or part of any contract, agreement or commission made pursuant to this Agreement or to any benefit arising therefrom, including, without limitation, any contract, agreement or commission arising from or related to the Program.

- 12.9 Time shall in all respects be of the essence in this Agreement, provided that the time for doing or completing any matter provided for under this Agreement may be extended or abridged by agreement in writing signed by the Service Manager and the Proponent or their respective solicitors on their behalf, who are hereby expressly appointed in this regard.
- 12.10 Any tender of documents or money hereunder may be made by the Service Manager or the Proponent or their respective solicitors.
- 12.11 This Agreement is made pursuant to and shall be governed by and construed in accordance with the laws of the Province of Ontario.
- 12.12 Any reference to a statute in this Agreement includes a reference to all regulations made pursuant to such statute, all amendments made to such statute and regulations in force from time to time and to any statute or regulation which may be passed and which has the effect of supplementing or superseding such statute or regulations.
- 12.13 The headings and subheadings contained in this Agreement are inserted for convenience and for reference only and in no way define, limit or describe the scope or intent of this Agreement or form part of this Agreement.
- 12.14 The Parties agree that there are no representations, warranties, covenants, agreements, collateral agreements or conditions affecting the property or this Agreement other than as expressed in writing in this Agreement.
- 12.15 This Agreement shall be read with all changes of gender and number required by the context.
- 12.16 Each of the Parties shall, at any time and from time to time, upon not less than twenty (20) Business Days prior written notice by the other Party, execute and

deliver to the other Party a statement in writing certifying that this Agreement is in good standing, unmodified and in full force and effect, or if there have been modifications that the same are in good standing and in full force and effect, as modified, and stating the modifications. Where applicable, the statement shall state the defaults, if any, known to the Party to whom such request has been made and the action taken or proposed to be taken by such requested Party with respect to same.

- 12.17 If the Proponent owes any money to the Service Manager, whether or not their return or repayment has been demanded by the Service Manager, such monies shall be deemed to be a debt due and owing to the Service Manager by the Proponent and the Proponent shall pay or return the amount to the Service Manager unless the Service Manager otherwise directs. The Service Manager may charge the Proponent interest on any monies owing by the Proponent at the then current interest rate charged by the Province of Ontario on accounts receivable.
- 12.18 The Proponent shall not assign its interest in this Agreement without the prior written consent of the Service Manager, which consent may be withheld, acting in his sole discretion.
- 12.19 The Proponent shall not transfer or convey its interest in all or any part of the Project without, subject to subsection 12.20, simultaneously assigning its interest in this Agreement to the transferee, which transferee shall enter into one or more agreements with the Service Manager, in a form satisfactory to the Service Manager, to assume all of the Proponent's obligations under this Agreement and to provide the Service Manager with Security in accordance with this Agreement.
- 12.20 For the purpose of this Agreement, a transfer of the beneficial interest in the shares of the Proponent shall be deemed to constitute an assignment if it results in a change in the party or parties who owns or own more than fifty per cent (50%) of the voting shares of the said corporation.
- 12.21 If more than one entity is a party to this Agreement as Proponent, all references to the Proponent shall include all of the said entities and this Agreement shall be binding on each jointly and severally.
- 12.22 This Agreement shall enure to the benefit of and be binding upon the Parties hereto and their respective successors and assigns, provided that this paragraph shall in no way derogate from the provisions of sections 12.18 and 12.19, restricting the Proponent's ability to assign this Agreement or its interest in all or any part of the Project.

12.23 The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement. Any invalid or unenforceable provision shall be deemed to be severed.

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

**THE MUNICIPAL CORPORATION OF THE
COUNTY OF RENFREW**

Per: _____

Name:

Title:

Per: _____

Name:

Title:

We have authority to bind the Corporation

[Insert Name of Proponent]

Per: _____

Name:

Title:

Per: _____

Name:

Title:

I/We have authority to bind the Corporation

SCHEDULE A

**2016 SOCIAL INFRASTRUCTURE FUND (SIF)
INVESTMENT IN AFFORDABLE HOUSING PROGRAM GUIDELINES**

[Insert Guidelines]

2016 Social Infrastructure Fund Program Guidelines

Rental Housing Component

The Rental Housing component will:

- Increase the supply of rental housing for households on, or eligible to be on, social housing waiting lists.
- Ensure that safe, adequate and affordable rental housing is available to Ontario households who meet one or more of the priorities identified for the 2016 SIF IAH.

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
- Conversion of non-residential buildings or units to purpose-built rental buildings/units

The 2016 SIF IAH includes \$33.6 million in dedicated capital funding in each of 2016-17 and 2017-18 for seniors housing. The Ministry will monitor proposals from SMs and funding take-up to ensure the seniors funding requirements are met for each year. SMs should consider the funding requirement for senior's housing when evaluating proposals. The Ministry retains the right to reallocate funding to ensure this funding target is met.

Social housing redevelopment which involves building new affordable rental units/additions on social housing sites may be eligible provided that the appropriate ministerial or service manager 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
- Student residences

Eligibility Criteria – Units

Units must be modest in size and amenities relative to other housing in the community. Units are expected to be self-contained unless a rationale is provided. Proponents who wish to develop congregate living buildings (rooms with shared living spaces) for supportive housing may be eligible for program funding and should provide a rationale in order to receive funding.

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
Apartment	41.8 m ²	60.4 m ²	79.0 m ²	92.9 m ²	111.5 m ²
Townhouse (Row houses)	N/A	65.0 m ²	83.6 m ²	102.2 m ²	120.8 m ²

Project Submission Process

SMs will solicit proposals and select rental housing projects to recommend to the Ministry for funding approval. All procurement processes must be in accordance with the *Municipal Act, 2001*.

SMs will submit recommended projects for the Ministry’s consideration as per their allocation set out in their PDFP.

Recommended projects shall:

- Be approved by council and/or board based on municipal/board procurement practices and in accordance with the *Municipal Act, 2001*.
- Have all required municipal approvals such as zoning, minor variances, land severances, or site plan approvals in place to permit the proposed development, or be well advanced in the planning approvals process.
- Be able to sign a Contribution Agreement (CA) no later than December 31st of each program year.
- Start construction within three months after signing a Contribution Agreement.
- Be completed within two years of the date of the Contribution Agreement.
- Be financially viable from a construction and operating cost perspective – based on SM confirmation.
- Meet the current Ontario Building Code and Canadian Environment Assessment Act, 2012 (CEAA 2012) requirements.
- Have rents that on average for the project are at or below 80% of the CMHC Average Market Rent (AMR) for the community or as approved by the Ministry for a minimum of 20 years (see “Affordability Criteria and Rents” on page 18 for additional details).
- Provide the required equity, if applicable – 10% for private proponents; 4% for partnerships between private sector and non-profit organizations; 0% for non-profit organizations.
- Have confirmation of support services, if applicable.
- Address housing needs consistent with provincial priority areas.
- Have an occupancy plan in place to ensure that units will be occupied in a timely manner.

SMs are required to give priority consideration to the employment of apprentices in the residential housing sector during the project evaluation and selection process. SMs are required to report on the initiatives/activities used to promote or support apprentices, the number of apprentices employed in each project, and the type of trade the apprentices are training in.

Given a major focus of the 2016 SIF is on economic stimulus in the short-term, and the reduced timelines for construction start and completion, SMs should consider proposals that are “shovel-ready”.

Further, SMs are encouraged to give priority consideration to projects that:

- Have Contributions by Others, including the SM, host municipality, and proponent – to be used in partnership with 2016 SIF IAH funding.
- Are sponsored by providers that agree to project affordability periods beyond the minimum 20-year term to ensure the longer-term supply of the affordable housing stock.
- Have energy efficiency features that reduce and/or eliminate greenhouse gas emissions.
- Are fully accessible and/or have units that are accessible to persons with disabilities.
- Have support service funding in place, if applicable.

Recommended projects for commitment should be submitted to the Ministry up to November 30th of each program year. All projects must be submitted through the Grants Ontario System (GOS) along with additional project background information such as that contained in Council/board reports.

Project Approval Process

Project approval will be based on construction readiness, ability to meet the program’s eligibility and mandatory timeline criteria, and alignment with the PDFP.

Once approved, a project 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. All 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 December 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 2016 SIF IAH Rental Housing component will fund up to 75% of the total capital cost per unit or \$150,000 per unit, whichever is less. Total capital costs include land, financing, hard (construction) and soft costs but less any HST rebates. An example is provided below.

Example: 10 unit project

Total Capital Cost = \$1,800,000

Total Capital Cost per unit = $\$1,800,000 \div 10 = \$180,000$

2016 SIF IAH Rental Housing funding per unit is the lesser of:

(a) 75% of \$180,000 = \$135,000 or

(b) \$150,000

The maximum funding per unit will be \$135,000.

The total maximum 2016 SIF IAH Rental Housing funding for the project will be \$1,350,000.

SMs may set variable amounts of funding per unit based on factors such as unit bedroom size, unit type (e.g. low-rise apartment, high-rise apartment, townhouse), or geographic location of the project within the SM's service area. SMs are also encouraged to support projects that incorporate enhanced energy efficiency and/or accessibility measures.

SMs are required to perform their due diligence to ensure that a project is financially viable from a construction cost and on-going operating context and that costs per unit are accurate.

Canada Mortgage and Housing Corporation has developed an Affordable Housing Project Viability Assessment Tool which can help determine a project's financial viability based on preliminary calculations. The tool is available at www.cmhc.ca/en/inpr/afhoce/afhoce/tore/into_001.cfm.

The Ministry, at its discretion, may require an independent analysis to confirm project financial viability.

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
- 10% at confirmation of occupancy, submission of Initial Occupancy Report and Confirmation of Employment of Apprentices 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.

Targets for Special Priority Groups

SMs are required to direct Rental component funding consistent with one or more of the identified priorities including:

- Seniors - dedicated funding is available for projects with rental units for low-income seniors
- Four provincial priorities (Indigenous peoples, youth, chronically homeless, homelessness following transitions from provincially-funded institutions and service systems)
- Persons with disabilities including adults with developmental disabilities
- Projects that support provincial priorities of transit corridor intensification and/or community hubs.

The tenant groups must also be on, or eligible to be on, social housing waiting lists.

Supportive Housing

The Ministry encourages SMs to work with their Local Health Integration Network and local support services agencies including those that provide services to people with mental health or addiction issues to help coordinate support services with the affordable housing created under the 2016 SIF IAH.

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 2016 SIF IAH-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 2016 SIF IAH and market units, but only units with rents that meet affordability requirements will receive 2016 SIF IAH funding.

If rent supplements are used for 2016 SIF IAH-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). New rental buildings (built after 1991) are technically exempt from RTA rent increase guidelines, but are subject to terms and conditions in the Administration Agreement. The Administration Agreement states that rent increases follow the RTA rent increase guidelines, but must still remain at 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:

Construction

- Projects must start construction within three months of signing a CA.
- Projects that do not start construction within three months of signing a CA will have 2016 SIF IAH 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.
- Projects must complete construction within two years of signing a CA.

Municipal Property Tax

- SMs are required to either:
 - Reduce property taxes for Rental Housing projects by setting it at a rate equivalent to, or lower than, the single residential rate for the area; or
 - Provide a grant in lieu of this property tax reduction.

Municipal Housing Facility Bylaw

- SMs are required to have a Municipal Housing Facility Bylaw to enable municipal contributions according to *Municipal Act, 2001*.

Equity

- Minimum 10% equity must be provided for projects sponsored by private proponents.
- Minimum 4% equity must be provided for projects sponsored by partnerships between private companies and non-profit organizations.
- No equity contribution is required for projects sponsored by non-profit or co-operative housing organizations to encourage participation by these groups in the program.
- Please note that private lenders may have additional equity requirements.

Contributions by Others

In addition to the mandatory requirements of reducing property taxes/grants in lieu and providing required equity, 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 2016 SIF IAH parties with regard to the indemnification and recovery of government funding. Specific obligations and provisions are included in the Administration 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 2016 SIF IAH project encounters difficulties, the risk mitigation strategies outlined in the Guide may assist proponents and SMs.

Reporting

SMs are required to update their PDFPs with their funding commitment projections under the Rental Housing component on a quarterly basis. Proponents will be required to report accordingly to the SM.

PDFP quarterly reports will be supplemented by regular GOS milestone updates along with progress reports to the Ministry contacts describing project progress and potential issues of concern that might delay or jeopardize the project.

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.

Appendix A: Ministry Contacts

Municipal Services Office – Central

777 Bay Street 13th 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, Muskoka, 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, Hamilton, Huron, Lambton, London, Niagara, 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: 416-585-6398
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	
Regional Municipality of Peel	City of Mississauga; City of Brampton
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 exists 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

Appendix C: Canadian Environmental Assessment Act (CEAA)

Pre-screening Guidelines

The *Canadian Environmental Assessment Act, 2012* (the “CEAA 2012”) has replaced the *Canadian Environmental Assessment Act, 1992*. Under CEAA 2012, housing-related activities do not currently constitute physical activities as described in the *Regulations Designating Physical Activities*. Accordingly, the Pre-Screening Guideline (the “Guideline”) has been simplified and updated to reflect the provisions of the CEAA 2012 and replaces all previous versions of the Guideline.

SMs are required to consider this checklist when recommending project proposals to the Ministry for funding approval. SMs must confirm to the Ministry that the proposed project complies with the CEAA 2012, as per CMHC requirements. The answers to the two questions must be “NO” for the CEAA 2012 to be complied with.

- Is the project carried out on federal lands*?
- Has the project been specifically identified by the Minister of the Environment in an Order Designating Physical Activities?

*NOTE: “federal lands” includes lands that belong to, or that may be disposed of by, Her Majesty in right of Canada, but does not include lands under the administration and control of the Commissioner of Yukon, the Northwest Territories, or Nunavut.

Appendix D: Maximum Household Income Level, 2016

CMSMs	Income at 60th Percentile
Greater Toronto Area**	\$88,900
City of Toronto	
Regional Municipality of Durham	
Regional Municipality of Halton	
Regional Municipality of Peel	
Regional Municipality of York	
City of Brantford	\$78,900
City of Cornwall	\$72,200
City of Greater Sudbury	\$83,700
City of Hamilton	\$81,700
City of Kawartha Lakes	\$74,700
City of Kingston	\$83,300
City of London	\$78,500
City of Ottawa**	\$88,900
City of Peterborough	\$77,000
City of St. Thomas	\$78,500
City of Stratford	\$84,600
City of Windsor	\$78,800
County of Bruce	\$88,600
County of Dufferin**	\$88,900
County of Grey	\$75,000
County of Hastings	\$71,500
County of Huron	\$76,200
County of Lambton	\$82,600
County of Lanark	\$86,200
County of Lennox & Addington	\$78,400
County of Norfolk	\$81,300
County of Northumberland	\$81,300
County of Oxford	\$84,400
County of Renfrew	\$78,900
County of Simcoe	\$88,900
County of Wellington**	\$88,900
District Municipality of Muskoka	\$79,700
Municipality of Chatham Kent	\$68,900
Regional Municipality of Waterloo**	\$88,900
Regional Municipality of Niagara	\$77,600
United Counties of Leeds & Grenville	\$82,500
United Counties of Prescott & Russell **	\$88,900
Algoma DSSAB	\$62,500
Cochrane DSSAB	\$80,700
Kenora DSSAB	\$79,600
Manitoulin-Sudbury DSSAB	\$71,800
Nipissing DSSAB	\$75,700
Parry Sound DSSAB	\$72,000
Rainy River DSSAB	\$72,200
Sault Ste. Marie DSSAB	\$76,700
Thunder Bay DSSAB	\$79,100
Timiskaming DSSAB	\$65,600
ONTARIO**	\$88,900

* Based on Statistics Canada 2011 National Household Survey, indexed to 2015, rounded to the nearest hundred.

** In areas where 60th income percentile is greater than the provincial level, the provincial level 60th income percentile is used.

SCHEDULE B

FUNDING SCHEDULE

New Construction

County of Renfrew 2016 Social Infrastructure Fund (SIF)– Rental Housing Component					
Project Name	# Units	Proponent Type	Federal Funding	Provincial Funding	Total 2016 Social Infrastructure Funding

After signing Contribution Agreement

First Payment	
<ol style="list-style-type: none"> 1. Signed CA upon compliance of funding conditions 2. Security provided for funding 3. 1st available Building permit 4. Construction start 	50% of total funding approved
Second Payment	
Structural framing completion for new construction projects OR Fifty percent completion for acquisition and rehabilitation projects	40% of total funding approved
Final Payment	
<ol style="list-style-type: none"> 1. Confirmation of occupancy 2. Submission of IOR 3. Final Capital Cost Statement in a form acceptable to the Ministry submitted 	10% holdback of total funding approved
Total SIF Funding	100%

SCHEDULE C

CONTRIBUTION BY OTHERS - AGREEMENTS

SCHEDULE D
RENTAL PROTOCOL

1. DEFINITIONS

1.1 In this Schedule “D”, unless the context requires otherwise,

- “**Affordability Period**” means the 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 Schedule “D” is attached;
- “**Phase-out Period**” means the last five (5) year period of the “Affordability Period”, and

when used in this Schedule “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 Schedule “D”, in addition to the definitions contained in section 1.1 above.

1.3 All references to section numbers in this Schedule are references to sections of the Schedule, 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 Schedule “D” nor increase any rent charged for a Unit except as permitted in this Schedule “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 The maximum rent for any Unit shall not exceed one hundred and five per cent (105%) of the modified shelter allowance under the Ontario Works program,

provided that the amount so calculated does not exceed the CMHC Average Market Rent for units of a similar type in the geographical area.

4. RENT INCREASES

- 4.1 The Proponent may increase the rent charged under section 3.1 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 that the rent increase guideline of the *Residential Tenancies Act, 2006* or any successor legislation, does not apply to the Project and agrees that the rent increase guideline applies by virtue of the contractual terms of the Agreement and this Schedule "D".
- 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 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 Schedule “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.

SCHEDULES E-1, E-2, E-3

SECURITY DOCUMENTS

[Relevant Documents to be Attached]

SCHEDULE E-1(c)

ADDITIONAL PROVISIONS: Imported as a Schedule

1. Section 24 of the Standard Charge Terms filed as No. 200033 is deemed to be excluded.
2. This Charge/Mortgage of Land is collateral security for a Municipal Contribution Agreement respecting the 2016 Social Infrastructure Fund Investment in Affordable Housing Program made between the Chargor and the Municipal Corporation of the County of Renfrew ("the Service Manager") dated the day of _____, 2017, (the "Municipal Contribution Agreement") under which the Service Manager contributed the amount of _____ Dollars (\$) towards the Project and is in addition to and not in substitution for any other security held by the Chargees for all or any part of the monies secured under this Charge/Mortgage of Land.
3. In the event of a breach of the terms of the Security Agreement or the Assignment of Leases and Rents being given by the Chargor to the Chargee simultaneously with this Charge, the principal balance then outstanding, together with any other amounts payable pursuant to the terms of this Charge, shall forthwith become due and payable at the option of the Chargee and all powers conferred by this Charge shall become exercisable by the Chargee.
4. With respect to the portion of the Principal Amount advanced by the Service Manager:
 - (a) Prior to the Interest Adjustment Date, interest shall accrue on the total of the amount or amounts advanced by the Service Manager to the Chargor under the Municipal Contribution Agreement at the rate of eight per cent (8%) per annum. The interest so calculated shall compound semi-annually, not in advance, until the Interest Adjustment Date.
 - (b) On the Interest Adjustment Date, the amount of interest accrued shall be forgiven, provided that the Chargor has satisfied all requirements as set out in section 2 of the Municipal Contribution Agreement.
 - (c) With effect from the Interest Adjustment Date, the interest rate shall be the higher of the average posted rate offered by major Canadian lending institutions for a commercial first mortgage having a five (5) year term, plus two per cent (2%) or the interest rate applicable to the first mortgage registered against title to the property, plus two per cent (2%).

- (d) On each anniversary date of the Interest Adjustment Date, the Chargor shall pay the Service Manager the amount of interest, as calculated according to the interest rate stipulated in paragraph 5(c), so accrued during the previous year; provided, however, if the Chargor has satisfied, as of such anniversary date, the requirements of the Program as set out in the Municipal Contribution Agreement, the amount of the interest so owing shall automatically be forgiven.
 - (e) The Loan amount shall be fully forgiven on the last day of the month at the end of the term of the Loan, provided that the Chargor has fulfilled all the requirements of the Program as set out in the Municipal Contribution Agreement.
 - (f) In the event of default by the Chargor prior to the end of the term of the Loan, the Chargor shall repay to the Minister the amount advanced by the Minister, together with accrued interest thereon, calculated for the applicable period, and, by way of bonus, three (3) months interest on the amount advanced by the Minister.
5. The Chargor covenants with the Chargee that upon request in writing from the Chargee, it will provide the Chargee, within thirty (30) days of receipt of such request, a schedule containing the names of all tenants in the building constructed on the Charged Premises, accompanied by a certificate of an officer of the Chargor confirming the terms of all existing leases, that the same are in full force and effect, that the Chargor has complied with all terms thereof, and that the Chargor will not amend, modify or cancel any lease or receive any prepayment of rent other than the current and last month's rent without the prior written consent of the Chargee, that there are no outstanding set-offs or equities disclosed or undisclosed as between the Chargor and the tenant, that no money other than a maximum of two (2) months rent has been prepaid by the tenant to the Chargor, and that the tenant is aware of the assignment by the Chargor of all rents and leases affecting the Charged Premises.
6. The Chargor covenants with the Chargee that if the Chargee makes any payment, in connection with the determination, establishment or preservation of their priority, whether such payment is made to a lien claimant or other person claiming an interest in the Charged Premises or is paid into court, then the amount or amounts so paid and all costs, charges and expenses incurred in connection therewith shall be forthwith payable to the Chargee by the Chargor and shall be a charge on the Charged Premises and shall be added to the debt hereby secured and shall bear interest at the said rate, and in default of payment, the power of sale and other remedies hereunder may be exercised. It is further agreed that the Chargee shall not become a mortgagee in possession by reason only of exercising any of the rights given to them under this paragraph or in making any payment to preserve, protect or secure the Charged Premises.

7. The Chargor covenants with the Chargee that in the event of the Chargor selling, conveying, transferring or entering into an agreement for the sale or transfer of title of the Charged Premises to a purchaser or transferee not approved in writing by the Chargee, which approval shall not unreasonably be withheld, all monies hereby secured with accrued interest thereon, at the option of the Chargee, shall forthwith become due and payable.
8. The Chargor shall not further mortgage or encumber the Charged Premises without the prior written approval of the Chargee.
9. The Chargor shall take out and maintain throughout the term of the Charge the following insurance, all in a form and with insurers acceptable to the Chargee:
 - (a) Builder's Risk Insurance (property insurance) for the full replacement value of the completed construction project, including a negotiated sub-limit for earth quake and flood.

The policy must include the following:

- (i) replacement cost value;
 - (ii) stated amount of co-insurance;
 - (iii) waiver of subrogation; and
 - (iv) loss payable in favour of The Municipal Corporation of the County of Renfrew
- (b) Boiler and Machinery Insurance (including pressure objects, machinery objects and service supply objects) on a comprehensive basis.

The policy must include the following:

- (i) repair and/or replacement value;
 - (ii) stated amount co-insurance;
 - (iii) waiver of subrogation; and
 - (iv) loss payable in favour of The Municipal Corporation of the County of Renfrew.
- (c) Wrap Up Liability Insurance for Third Party Bodily Injury, Personal Injury and Property Damage to an inclusive limit not less than five million dollars (\$5,000,000.00) per occurrence and five million dollars (\$5,000,000.00) products and completed operations aggregate. The insurance shall be in the joint names of the Municipal Corporation of the County of Renfrew, all other contractors, sub-contractors, suppliers and/or tradesmen while working on the site, engineers, architects, consultants or other person which the Service Manager may require to be added as insured parties.

The policy must include the following:

- (i) premises and operations;
 - (ii) owner's and contractor's protective liability;
 - (iii) broad form products and completed operations liability;
 - (iv) cross liability;
 - (v) blanket written and oral contractual liability;
 - (vi) all risks tenant's legal liability;
 - (vii) hoist liability;
 - (viii) fire fighting and forest fire fighting expense liability;
 - (ix) employer's liability and voluntary compensation;
 - (x) non-owned automobile liability;
 - (xi) directors, officers, employees, shareholders, legislators and officials involved in the project added as insureds and/or additional insureds;
 - (xii) shoring, blasting, excavating, under-pinning, demolition, pile driving and caisson work, work below and above ground surface, work below and above water, tunnelling and grading and similar operations associated with construction work, as applicable;
 - (xiii) sudden and accidental pollution liability with a discovery provision of not less than one hundred and twenty (120) hours and a subsequent reporting provision of not less than one hundred and twenty (120) hours; and
 - (xiv) thirty (30) days written notice of cancellation.
- (d) Professional Errors and Omissions Liability Insurance, insuring liability for errors and omissions in the performance or failure to perform the services contemplated in the Municipal Contribution Agreement and the Service Manager Contribution Agreement, in the amount of not less than two million dollars (\$2,000,000.00) per claim and in the annual aggregate.
- (e) Automobile Insurance as per statutory requirements in Ontario, Ontario Automobile Policy (OAP 1) Owner's Policy Sections 3 and 4, auto liability for a limit of not less than two million dollars (\$2,000,000.00) per occurrence, including Accident Benefits and where applicable, Section 7, Loss or Damage Coverage.
- (f) Proof of WSIB Coverage - If the contractor does not provide a policy endorsement for Employer's Liability and Voluntary Compensation, the contractor shall submit a valid Clearance Certificate of WSIB coverage to

the Municipal Corporation of the County of Renfrew, prior to the commencement date of the Municipal Contribution. The contractor shall ensure that each subcontractor complies with the WSIB requirements set out in this paragraph.

- (g) Proof of Insurance - The contractor shall provide the Municipal Corporation of the County of Renfrew with a valid Certificate of Insurance and a renewal replacement as may be necessary, confirming the insurance coverage requirements and stating any pertinent exclusions as applicable, contained by the policy (ies), prior to the commencement of the Municipal Contribution Agreement. The contractor shall ensure that each subcontractor complies with the insurance requirements set out in the respective agreements by obtaining similar types of insurance and providing the contractor with valid Certificates of Insurance.

10.

- (a) To the best of the Chargor's knowledge and belief, the Charged Premises contain no asbestos, urea formaldehyde insulation, polychlorinated biphenyls (PCB's), radioactive substances or other materials deemed to be hazardous under any applicable environmental legislation, there are no outstanding orders or notices and any required permits or licences are in good standing.
- (b) The Chargor, at its sole cost and expense, shall comply, or cause its tenants, agents, and invitees, at their sole cost and expense, to comply with all federal, provincial and municipal laws, rules, regulations and orders, with respect to the discharge and removal of hazardous or toxic wastes, and with respect to the discharge of contaminants into the natural environment. The Chargor shall pay immediately when due the cost of removal of any such wastes and the cost of any improvements necessary to deal with such contaminants and keep the Charged Premises free and clear of any lien imposed pursuant to such laws, rules and regulations. In the event the Chargor fails to do so, after notice to the Chargor and the expiration of the earlier of (i) any applicable cure period under the Charge or (ii) the cure period under the applicable law, rule, regulation or order, the Chargee at its sole option may declare the Charge to be in default.
- (c) The Chargor shall indemnify and hold the Chargee harmless from and against all losses, costs, damages or expenses (including, without limitation, legal fees and costs incurred in the investigation, defence and settlement of any claims) relating to the presence of any hazardous waste or contaminant referred to herein.

11. The Chargee or its agents may, at any time, before and after default, and for any purpose deemed necessary by the Chargee, enter upon the Premises to inspect the lands and buildings thereon. Without limiting the generality of the foregoing,

the Chargee or its agents may enter upon the Charged Premises to conduct any environmental testing, site assessment, investigation or study deemed necessary by the Chargee and the reasonable cost of such testing, assessment, investigation or study, as the case may be, shall be payable by the Chargor forthwith and shall be a charge upon the said Charged Premises. The exercise of any of the powers enumerated in this paragraph shall not deem the Chargee or its agents to be in possession, management or control of the said lands and buildings.

12. At any time after the security hereby constituted becomes enforceable, or the moneys hereby secured shall have become payable, the Chargee may appoint in writing a receiver or receiver-manager (the "Receiver") of the Charged Premises, with or without bond, and may from time to time remove the Receiver and appoint another in its stead, and any such Receiver appointed hereunder shall have the following powers:
 - (a) To take possession of the Charged Premises and to collect the rents and such property, undertaking and assets of the Chargor assigned and/or charged to the Chargee herein and for such purpose to enter into and upon any lands, buildings and premises and for such purpose to do any act and take any proceedings in the name of the Chargor or otherwise as it shall deem necessary, specifically including, but not limited to managing, operating, repairing, altering or extending the Charged Premises or any part thereof;
 - (b) To employ and discharge agents, workmen, accountants and others upon such terms and with such salaries, wages or remuneration as it shall think proper, to repair and keep in repair the Charged Premises and to do all necessary acts and things for the protection of the said Charged Premises;
 - (c) To sell or lease or concur in selling or leasing any or all of the Charged Premises, or any part thereof; and to carry any such sale or lease into effect by conveying in the name of or on behalf of the Chargor or otherwise; and any such sale may be made either at public auction or private sale as seen fit by the Receiver; and any such sale may be made from time to time as to the whole or any part or parts of the Charged Premises; and the Receiver may make any stipulations as to title or conveyance or commencement of title or otherwise which it shall deem proper; and it may buy or rescind or vary any contracts for the sale of any part of the Charged Premises and may resell the same; and it may sell any of the same on such terms as to credit or part cash and part credit or otherwise as shall appear in its sole opinion to be most advantageous and at such prices as can reasonably be obtained thereof; and in the event of a sale on credit, neither the Receiver nor the Chargee shall be accountable for or charged with any moneys until actually received;

- (d) To make any arrangement or compromise which the Receiver may think expedient in the interest of the Chargee and to consent to any modification or change in or omission from the provisions of this Charge and to exchange any part or parts of the Charged Premises for any other property suitable for the purposes of the Chargee and upon such terms as may seem expedient and either with or without payment or exchange of money or regard to the equality of the exchange or otherwise;
- (e) To borrow money to carry on the operations of the Chargor at the Charged Premises and to charge the whole or any part of the Charged Premises in such amounts as the Receiver may from time to time deem necessary, and in so doing the Receiver may issue certificates that may be payable when the Receiver thinks expedient and shall bear interest as stated therein and the amounts from time to time payable under such certificates shall constitute a Charge against the Charged Premises in priority to this Charge;
- (f) To execute and prosecute all suits, proceedings and actions which the Receiver, in its opinion, considers necessary for the proper protection of the Charged Premises, and to defend all suits, proceedings and actions against the Chargor or the Receiver, to appear in and conduct the prosecution and defence of any suit, proceeding or action then pending or thereafter instituted and to appeal any suit, proceeding or action;
- (g) To execute and deliver to the purchaser of any part or parts of the Charged Premises, good and sufficient deeds for the same, the Receiver hereby being constituted the irrevocable attorney of the Chargor for the purpose of making such sale and executing such deed, and any such sale made as aforesaid shall be a perpetual bar both in law and equity against the Chargor, and all other persons claiming the said property or any part or parcels thereof by, from, through or under the Chargor, and the proceeds of any such sale shall be distributed in the manner hereinafter provided;
- (h) The net profits of the operations of the Chargor at the Charged Premises and the net proceeds of any sale of the Charged Premises or part thereof shall be applied by the Receiver, subject to the claims of any creditor ranking in priority to this Charge:
 - (i) Firstly, in payment of all costs, charges and expenses of and incidental to the appointment of the Receiver and the exercise by it of all or any of the powers aforesaid, including the reasonable remuneration of the Receiver and all amounts properly payable by it;

- (ii) Secondly, in payment of all costs, charges and expenses payable hereunder;
 - (iii) Thirdly, in payment to the Chargee of the principal sum owing hereunder, pro rata, in proportion to the Chargee's respective contribution to the Principal sum;
 - (iv) Fourthly, in payment to the Chargee of all interest and arrears of interest, if any, and any other monies remaining unpaid hereunder, pro rata, in proportion to the Chargee's respective contribution to the Principal sum; and
 - (v) Fifthly, any surplus shall be paid to the Chargee, pro rata, in proportion to the Chargee's respective contribution to the Principal sum, provided that in the event any party claims a Charge against all or a portion of the surplus, the Receiver shall make such disposition of all or a portion of the surplus as the Receiver deems appropriate in the circumstances.
-
- (i) During any period wherein the Chargee or any Receiver appointed by it shall manage the Charged Premises or any part thereof, upon or after entry, as provided herein, the Chargee shall not, nor shall any Receiver, be responsible or liable for any debts contracted by it, for damages to any other property or person, or for salaries or non-fulfilment of any contract, save and except as to claims at law or in equity to an accounting; and the Chargee shall not be bound to do, observe, or perform or to see the observance or performance by the Chargor of any of the obligations herein imposed upon the Chargor nor in any other way supervise or interfere with the conduct of the Chargor's operations of the Charged Premises;
 - (j) The Chargee shall not be liable to the Receiver for his remuneration, costs, charges or expenses, and the Receiver shall not be liable for any loss howsoever arising, unless the same shall be caused by his own gross negligence or wilful default; and he shall, when so appointed, by notice in writing pursuant hereto, be deemed to be the agent of the Chargor, and the Chargor shall be solely responsible for his acts and defaults and for his remuneration;
 - (k) Save as to claims for an accounting contained in this paragraph, the Chargor hereby releases and discharges any such Receiver from every claim of every nature, whether sounding in damages or not, which may arise or be caused to the Chargor or any person claiming through or under it by reason or as a result of anything done by such Receiver, unless such claim be in direct and proximate result of dishonesty or fraud;

- (l) The Chargee may, at any time and from time to time, terminate any Receiver by notice in writing to the Chargor and to the Receiver;
 - (m) The statutory declaration of any employee or agent of the Chargee as to default under the provisions of this Charge and as to the due appointment of the Receiver pursuant to the terms hereof shall be sufficient proof thereof for the purposes of any person dealing with the Receiver through its ostensibly exercising powers herein provided for and such dealing shall be deemed, as regards such person, to be valid and effectual;
 - (n) The rights and powers conferred herein in respect of the Receiver are supplemental to and not in substitution of any other rights and powers which the Chargee may have.
13. The Charge is hereby postponed to all mortgages registered against the Charged Premises as of the date of registration of this Charge and shall be continued to be postponed to any renewal or replacement or consolidation of such mortgages, with or without an increased rate of interest.

SCHEDULE – E-2

THIS ASSIGNMENT made this day of , 2015 .

BETWEEN:

[Name of Proponent]

(hereinafter called the “Assignor”)

- and -

THE MUNICIPAL CORPORATION OF THE COUNTY OF RENFREW

(hereinafter called the “Assignee”)

WHEREAS:

- A. The Assignor is the owner of the lands and premises hereof (the “Premises”), subject to a charge to the Assignee of even date (the “Charge”);
- B. The Assignor has leased or granted a right of use, occupation or licence with respect to parts of the Premises and will from time to time lease or grant a right of use, occupation or licence with respect to parts of the Premises.

NOW THEREFORE, the Assignor and the Assignee agree with each other as follows:

- 1. In consideration of Two Dollars (\$2.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the Assignee, the Assignor hereby assigns, transfers and sets over unto the Assignee, its successors and assigns, as security for payment of the principal and interest and other moneys secured by the Charge and for performance of the obligations of the Assignor thereunder, all rents, charges and other moneys (the “Rents”) now due and payable or hereafter to become due and payable,
 - (a) under every existing and future lease of and agreement to lease the whole or any portion of the Premises,
 - (b) under every existing and future tenancy, use, occupation or licence granted by the Assignor, its successors and assigns, in respect of the whole or any portion of the Premises, whether or not pursuant to a lease, agreement to lease or licence, and

- (c) under every existing and future guarantee of all or any of the obligations of existing or future tenants, users, occupiers or licensees of the whole or any portion of the Premises,

including all rents and other moneys under every lease, agreement to lease, use, occupancy, licence and guarantee (the "Leases"), with full power and authority to demand, collect, sue for, recover, receive and give receipts for the Rents, and to enforce payment of the same in the name of the Assignor, its successors and assigns, or otherwise.

2. The Assignor shall be permitted to collect and receive the Rents as and when they same shall become due and payable according to the terms of the Leases, unless and until the Assignor is in default under any of the provisions of the Charge and thereafter, the Assignee shall give notice to the tenant, user, occupier, licensee or guarantor, requiring the same to pay the Rents to the Assignee, which notice shall be binding upon the Assignor and may not be contested by it.
3. The Assignor represents, warrants, covenants and agrees that, subject to the provisions of paragraph 9,
 - (a) none of the Leases or the Assignor's rights thereunder, including the right to receive the Rents, have been or will be amended (except in the ordinary course of business), assigned, encumbered, discounted (save and except in connection with any settlement with a defaulting tenant in the ordinary course of business) or anticipated in priority to this Assignment, without the prior written consent of the Assignee;
 - (b) it has not and will not do or omit to do any act having the effect of terminating, cancelling or accepting surrender of any of the Leases or of waiving, releasing, reducing or abating any rights or remedies of the Assignor or obligations of any other party thereunder or in connection therewith;
 - (c) none of the rights, remedies and obligations are or will be affected by any reduction, abatement, defence, set-off or counterclaim;
 - (d) none of the Rents under any of the Leases has been or will be paid in advance, except rent for the ensuing month and rent for the last month of the term of the lease;
 - (e) none of the Rents under any of the Leases has been paid prior to the due date for payment thereof;
 - (f) there has been no default under any of the Leases;

- (g) there is no outstanding dispute under any of the Leases between the Assignor and any other party thereto;
 - (h) each of the Leases is valid, enforceable and in full force and effect;
 - (i) the Assignor shall observe and perform all of its obligations under the Leases.
4. Nothing herein contained shall have the effect of making the Assignee, its successors or assigns, responsible for the collection of the Rents or any of them or for the performance of any obligations or provisions under or in respect of the Leases or any of them to be observed and performed by the Assignor; and the Assignee shall not, by virtue of this Assignment or their receipt of the Rents or any of them, become or be deemed to be a mortgagee in possession; and the Assignee shall not be under any obligation to take any action or exercise any remedy in the collection or recovery of the Rents or any of them, or to see to or enforce the performance of the obligations and liabilities of any person under or in respect of the Leases or any of them or to see to or enforce the performance of the obligations and liabilities of any person under or in respect of the Leases or any of them; and the Assignee shall be liable to account only for such moneys as shall actually come into their hands, less proper collection charges and such moneys may be applied on account of any indebtedness of the Assignor to the Assignee.
5. In the event the Assignee shall have exercised its rights under paragraph 2 and shall have received any of the Rents and if the Assignor shall cure the default under the Charge which gave rise to such exercise and shall have resumed collection of the Rents, the Assignee shall provide the Assignor with details of all Rents received by them prior to such resumption.
6. The Assignor covenants and agrees to execute such further assurances as may be reasonably required by the Assignee from time to time to perfect this Assignment and without limiting the generality of the foregoing, upon the request of the Assignee made at any time, it shall assign, transfer and set over unto the Assignee the Leases or such of them so requested by a valid assignment thereof and shall give any other parties thereto a notice of such assignment and shall obtain from them acknowledgements of such notice, and the Assignor hereby irrevocably appoints the Assignee its attorney to effect and execute such assignment.
7. A full and complete Discharge of the Charge shall operate as a full and complete release and re-assignment of all of the Assignee's rights and interest hereunder, and after the Charge has been fully discharged, this instrument shall be void and of no further effect. In the event further documentation is required for such release and re-assignment, the Assignee shall execute the same promptly, upon request by the Assignor.

8. This Assignment is given in addition to and not in substitution for any other security held by the Assignee for all or any part of the monies secured under the Charge. It is understood and agreed that the Assignee may pursue their remedies under the Charge or hereunder or under any other security, concurrently or successively, at their option. Any judgement or recovery hereunder or under any other security held by the Assignee for the monies secured under the Charge shall not affect the right of the Assignee to realize upon this or any other security.

9. This Assignment is hereby postponed to the Assignment of Rents registered against the Premises as of the date of registration of this Assignment and any extension or renewal thereof and any specific assignment of Rents made thereunder from time to time.

10. This Assignment shall enure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF this Assignment has been executed on behalf of the Assignor by its authorized officers.

[Name of Proponent]

Per: _____
Name:
Title:

Per: _____
Name:
Title:

I/We have authority to bind the Corporation

SCHEDULE E-3

THIS AGREEMENT made this day of , 2015.

BETWEEN:

[Name of Proponent]

(hereinafter called the "Assignor")

- and -

THE MUNICIPAL CORPORATION OF THE COUNTY OF RENFREW

(hereinafter called the "Assignee")

1. SECURITY INTEREST

1.1 IN CONSIDERATION of Two Dollars (\$2.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the Assignee, the Assignor hereby grants, bargains, assigns and transfers to the Assignee a fixed and specific mortgage and charge, as and by way of a continuing security interest (the "Security Interest") in the following property now or hereafter owned or acquired by or on behalf of the Assignor:

Equipment - All tools, machinery, equipment, furniture, plants, fixtures, and other tangible personal property, fixed goods, chattels or assets of the kind, nature or description of the property particularly described in Schedule "B" hereto (the "Collateral").

1.2 The Security Interest is given for the payment of all obligations, indebtedness and liabilities, direct and indirect, of the Assignor to the Assignee, pursuant to the mortgage (the "Mortgage") given by the Assignor to the Assignee, registered on as Instrument No. , including extensions or renewals thereof (the "Obligations").

2. LOCATION OF PROPERTY

2.1 The Assignor confirms and warrants that the Collateral shall be kept at *[insert address]*, Ontario more particularly described in Schedule "A" hereto, and that the Assignor shall not remove any of the Collateral from said location, without the prior written consent of the Assignee.

3. REPRESENTATIONS, WARRANTIES AND COVENANTS

3.1 The Assignor hereby represents, warrants and covenants to or with the Assignee, as the case may be, that:

- (a) the Assignor shall reimburse the Assignee for all costs and expenses, (including legal fees on a solicitor and his own client basis), incurred by them in the filing of this Agreement and the taking, recovering or possessing the Collateral, and in any other proceedings taken for the purpose of protecting or enforcing the remedies provided herein, or otherwise in relation to the Collateral or by reason of non-payment of the Obligations, and all such costs and expenses shall be payable on demand;
- (b) at the time of execution and delivery of this Security Agreement, the Assignor is and stands solely, rightfully and lawfully seized of a good, sure, perfect, absolute and indefeasible title to the Collateral, free of any mortgage, lien, charge, security interest or encumbrance, except for any held by the currently registered first mortgagee of the lands and premises described in Schedule "A";
- (c) the Assignor shall not remove any of the Collateral from the lands and premises described in paragraph 2, without the Assignee's prior written consent, unless such Collateral is worn out or obsolete and provided that prior to such removal such Collateral is replaced with other Collateral of comparable quality, which shall be free of any mortgage, lien, charge, security interest or encumbrance, except for any held by any registered first mortgagee, from time to time, of the said lands and premises;
- (d) the Assignor shall care for, protect and preserve the Collateral and shall not permit its value to be impaired, and shall not sell, transfer, assign, mortgage, charge, pledge, hypothecate or deliver or otherwise dispose of any such property or any interest therein, except to any registered first mortgagee, from time to time, of the lands and premises described in Schedule A, without the prior written consent of the Assignee;
- (e) the Assignor shall keep the Collateral insured under the policies provided for in the Mortgage;
- (f) the Assignee shall be entitled, from time to time and at any time, to inspect the Collateral wherever located and to make enquiries and tests concerning the Collateral, and the Assignor shall defray all expenses in connection therewith; and

- (g) this Agreement has been properly authorized and constitutes a legally valid and binding obligation of the Assignor in accordance with its terms.

4. USE OF SPECIFICALLY CHARGED PROPERTY

- 4.1 Until the occurrence of an event of default, as hereinafter provided, the Assignor may use the Collateral specifically charged in any lawful manner not inconsistent with this Agreement.

5. EVENTS OF DEFAULT

- 5.1 Obligations not payable on demand shall immediately become payable upon the occurrence of one (1) or more of the following events of default:
 - (a) the Assignor fails to pay when due any of the Obligations, or to perform or rectify a breach of any of the representations, warranties or covenants of this Agreement or of the Mortgage;
 - (b) the Assignor ceases or threatens to cease to carry on business, becomes insolvent or the subject of bankruptcy or insolvency proceedings;
 - (c) an encumbrancer takes possession of any of the Collateral or any process of execution is levied or enforced upon or against any of the Collateral;
 - (d) indebtedness or liability of the Assignor, other than to the Assignee, becomes due and payable, or capable of being declared due and payable, before the stated maturity thereof, or any such indebtedness or liability shall not be paid at the maturity thereof or upon the expiration of any stated applicable grace period thereof, or any guarantee given by the Assignor is not honoured when due and called upon;

and the Assignee shall have all rights and remedies under the applicable laws, as well as any other rights and remedies provided by this Agreement.

6. ADDITIONAL POWERS UPON DEFAULT

- 6.1 In addition to the rights and powers provided in paragraphs 5 and 8 and under the *Personal Property Security Act*, the Assignee and the Receiver, as defined in paragraph 8, shall have the following rights and powers, if the security hereby constituted becomes enforceable:

to dispose of any of the Collateral in the condition in which it was at the date possession of it was taken, or after any

commercially reasonable repair, processing or preparation thereof for disposition; and the Assignor shall from time to time forthwith on the Assignee's request, execute, do and make all such agreements, statements, further assignments, acts, matters and things which may, from time to time, in the opinion of the Assignee, be necessary or expedient for the purpose of carrying into effect any of the provisions hereof and of perfecting the title of the Assignee in the collateral; and the Assignee and any of its managers or acting managers are by the Assignor hereby irrevocably constituted and appointed the true and lawful attorney of the Assignor, with full power of substitution for the Assignee, at their option, whenever and wherever it may deem necessary or expedient to do, make and execute all such statements, assignments, documents, acts, matters or things, with the right to use the name of the Assignor.

7. WAIVER BY THE ASSIGNEE

- 7.1 Any breach by the Assignor of any of the provisions contained in this Agreement or any default by the Assignor in the observance or performance of any covenant or condition required to be observed or performed by the Assignor hereunder may only be waived by the Assignee in writing, provided that no such waiver by the Assignee shall extend to or be taken in any manner to affect any subsequent breach or default or the rights resulting therefrom.

8. APPOINTMENT OF RECEIVER AND MANAGER

- 8.1 The Assignee may appoint in writing any person, whether an employee or employees of the Assignee or not, to be a receiver or a receiver and manager (the "Receiver") of the Collateral or any part of parts thereof.
- 8.2 A receiver so appointed shall have power:
- (a) to take possession of, collect and get in the Collateral or any part thereof, and for that purpose to take any proceedings in the name of the Assignor or otherwise; and
 - (b) to sell or concur in selling any of the Collateral.
- 8.3 Any Receiver so appointed shall be deemed to be the agent of the Assignor. The Assignor shall be solely responsible for the Receiver's acts or defaults and for the Receiver's remuneration and expenses. The Assignee shall not, in any way, be responsible for any misconduct or negligence on the part of the Receiver.

8.4 All moneys received by the Receiver after providing for payment of all costs, charges and expenses of or incidental to the exercise of any of the powers of the Receiver shall be applied in or towards satisfaction of the Security Interest.

8.5 The rights and powers conferred by this paragraph are in supplement of and not in substitution for any rights the Assignee may have from time to time.

9. NOTICE

9.1 The Assignor shall be entitled to not less than fifteen (15) days notice in writing of the date, time and place of any intended disposition of the Collateral, such notice to be sent by registered mail to the last known post office address of the Assignor.

10. APPROPRIATION

10.1 The Assignee shall have the right, at any time, to appropriate any payment made to any portion of the Obligations and to revoke or alter any such appropriation.

11. TERM

11.1 This Agreement shall be a continuing agreement, in every respect, for the payment of the Obligations and it shall remain in full force until all of the Obligations shall be paid in full. In the event any provisions of this Agreement shall be deemed invalid or void by any court of competent jurisdiction, the remaining terms and provisions of this Agreement shall remain in full force and effect.

12. NON-SUBSTITUTION

12.1 The Security Interest is in addition to and not in substitution for any other security now or hereafter held by the Assignee.

13. ACKNOWLEDGEMENT

13.1 The Assignor acknowledges receipt of a copy of this Agreement.

IN WITNESS WHEREOF this Assignment has been executed on behalf of the Assignor by its authorized officers.

[Name of Proponent]

Per: _____
Name:
Title:

Per: _____
Name:
Title:

I/We have authority to bind the Corporation

APPENDIX "A"

Location of the Collateral

[insert address] , Ontario

APPENDIX "B"

Property Comprising the Collateral

All refrigerators, stoves, washers, dryers and all other items of personal property owned by the Assignor and located on or used in connection with the operation of the lands and premises described in Schedule "A".

SCHEDULE F
ALTERNATE SECURITY

SCHEDULE G

PERMITTED ENCUMBRANCES

1. Such easements and restrictive covenants as do not prevent the Project from being constructed or used as Affordable Housing.
2. Municipal agreements relating to the Development Activities in connection with the Project.

SCHEDULE H

PROPONENT'S INITIAL OCCUPANCY REPORT

2016 Social Infrastructure Fund (SIF) IAH - Rental Housing Component

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
Other RS: Other Rent Supplements

SIF HA: SIF – Housing Allowances
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:

- Actual Rent is inclusive of federal and/or provincially funded Rent Supplements received by the Proponent.
- 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 County of Renfrew to review the rent roll from appropriate sources(s) if deemed necessary.

Signature

Date

Print Name

Title

Submitted by **County of Renfrew**

Signature

Date

Print Name

Title

SCHEDULE I

PROPONENT'S ANNUAL OCCUPANCY REPORT

2016 Social Infrastructure Fund (SIF) IAH - Rental Housing Component
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
Other RS: Other Rent Supplements

SIF HA: SIF – Housing Allowances
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)	(E) CMHC or Alternate AMR	
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) =
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Depth of Affordability	(Project Weighted Average Rent ÷ CMHC (or Alternate) Weighted Average Rent) x100 =
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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 County of Renfrew to review the rent roll from appropriate sources(s) if deemed necessary.

Signature

Date

Print Name

Title

Submitted by: County of Renfrew

Signature

Date

Print Name

Title

SCHEDULE J

CONFIRMATION OF CONSTRUCTION START

2016 Social Infrastructure Fund (SIF) IAH - Rental Housing Component

This is to confirm that the _____ project in the
County of Renfrew commenced construction on _____ [date].

The start of construction for this project is within 90 days 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 K

CONFIRMATION OF EMPLOYMENT OF APPRENTICES

2016 Social Infrastructure Fund (SIF) IAH - Rental Housing Component

Required for Each Rental Housing Project

This is to confirm that the _____ project in the County of Renfrew has employed a total of _____ [number of] apprentices throughout the development and construction of the project.

The apprentices employed during project construction have received training in the following trades:

_____.

The following initiatives/activities were used to promote or support apprentices in the Project:

_____.

The project proponent, _____ [proponent name] has provided appropriate documentation in support of the above information.

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 L

COMMUNICATIONS PROTOCOL REQUIREMENTS

In accordance with section 9.1 herein.