



EMERGENCY & COMMUNITY SERVICES COMMITTEE REPORT 20-004

9:30 a.m.

Monday, July 13, 2020

Council Chambers

Hamilton City Hall

71 Main Street West

Present: Councillors E. Pauls (Chair), B. Clark, T. Jackson, S. Merulla, N. Nann, and T. Whitehead

THE EMERGENCY & COMMUNITY SERVICES COMMITTEE PRESENTS REPORT 20-004 AND RESPECTFULLY RECOMMENDS:

1. Ministry of Health Consultation Meetings (HSC20014) (City Wide) (Item 5.1)

That Report HSC20014, respecting Ministry of Health Consultation Meetings, be received and the following recommendations, be endorsed:

- (a) Operational responsibility for land ambulance dispatch should be transitioned to the Land Ambulance Service Provider and core dispatch funding should remain a Ministry responsibility;
- (b) Accreditation should be pursued as a replacement for the existing Ambulance Service Review (ASR) process;
- (c) Delays in transfer of care on arrival at hospital continue to create systemic pressures as paramedics perform hospital hallway medicine. Cost of this hallway staffing should be reimbursed by the Ministry to the ambulance service provider, removing the additional cost burden from the municipal tax base;
- (d) Inter-facility transfers should be the subject of a fully integrated Provincial working group:
 - (i) Terms of reference from successful implementation in another provincial jurisdiction is provided;

- (ii) All inter-facility transfers should be coordinated through the respective CACC and the process of booking and scheduling should be automated;
 - (iii) Legislation should be considered to provide for the capacity to contract out delivery of low acuity non-urgent patient transfers to an appropriately qualified patient transfer service; and,
 - (iv) The Ministry should fully fund the cost of all inter-facility patient transfer service.
- (e) Community Paramedic programs should continue to be developed to match specific community needs. These programs should be integrated fully with the respective Ontario Health Teams and funded through the respective Ontario Health regional delivery program;
- (f) Ministry funding of land ambulance delivery should continue at a minimum level of 50% of the respective council approved operational budget inclusive of municipal overhead costs. The current one-year lag in funding should be eliminated through implementation of one-time funding processes; and,
- (g) A College of Paramedicine should be established under the Regulated Health Care Practitioners Act. The scope of paramedic practice, and the performance of delegated medical acts should be revised to reflect a Certification – Registration – Authorization paradigm. Base hospital funding should be redistributed to the respective land ambulance service providers who would then be required to establish appropriate medical oversight for both delegation and quality review.

2. Consent Items (Items 5.2-5.4)

That the following Consent Items be approved, as presented:

- (a) **Paramedic Service Data Sharing and Network Services Agreement with Health Shared Services Ontario (HHSO) (HSC20017) (Item 5.2)**
- (i) That the Chief, Hamilton Paramedic Service be authorized to enter into and execute the agreement for participation in the Paramedic Bi-directional eNotification web-service interface with Interdev Technologies, Shared Services Ontario, and Ontario Health – West.
- (b) **Leveraging a Provincial Contract for Digitizing Ontario Works Client Files (HSC20023) (City Wide) (Item 5.3)**
- (i) That Council approve the single source procurement, pursuant to Procurement Policy #11 – Non-competitive Procurements with Nimble Information Strategies Inc., at an estimated cost of

\$580,839, for the digitization of Ontario Works active case files and that the General Manager, Healthy and Safe Communities Department or designate be authorized to negotiate, enter into and execute a Contract and any ancillary documents required to give effect thereto, in a form satisfactory to the City Solicitor; and,

- (ii) That Appendix "A" of Report HSC20023 remain confidential and not be released as a public document.

(c) Child Care Reopening Framework (HSC20027) (Item 5.4)

That Report HSC20027, respecting the Child Care Reopening Framework, be received.

3. Hamilton Paramedic Service 2019 Annual Report (HSC20021) (City Wide) (Item 7.1)

That Report HSC20019, respecting Hamilton Paramedic Service 2019 Annual Report, be received.

4. Home for the Holidays Wrap Up (HSC20024) (City Wide) (Item 8.1)

That Report HSC20024, respecting Home for the Holidays Wrap Up, be received.

5. Provision of Conditional Grants for the Purposes of Paying Development Charges for Two Non-Profit Affordable Rental Housing Projects (HSC19060(a)) (Ward 3) (Item 8.2)

- (a) That a conditional grant in the total amount of the development charges (DCs) for the 40 units of the 60-unit Hamilton East Kiwanis Non-Profit Homes Inc., 6 – 14 Acorn Street affordable rental housing development project that are not receiving funding under the Ontario Priorities Housing Initiative (OPHI) ("Kiwanis Project"), in the approximate amount of \$1,000,903 be approved in accordance with the terms and conditions contained in the Conditional Grant Term Sheet (attached to Emergency and Community Services Report 20-004 as Appendix "A");
- (b) That a conditional grant in the total amount of the development charges (DCs) for the 43-unit building of the 95-unit Indwell Community Homes, 225 East Avenue North affordable rental housing development project that are not receiving funding under Ontario Priorities Housing Initiative (OPHI) ("Indwell Project"), in the approximate amount of \$379,260 be approved in accordance with the terms and conditions contained in the Conditional Grant Term Sheet (attached to Emergency and Community Services Report 20-004 as Appendix "B");
- (c) That the conditional grants in the total amount of the development charges (DCs) payable for both projects in the approximate amount of \$1,380,163 as well as the deficit of approximately \$43,227 in the Social Housing

Stabilization Reserve (110041) once all 2020 commitments have been met, be funded from the Affordable Housing Property Reserve (112256), to the applicable DC Reserve;

- (d) That the General Manager of the Healthy and Safe Communities Department or designate be directed and authorized to enter into a Conditional Grant Agreement respecting the Kiwanis Project with the terms and conditions contained in the Conditional Grant Term Sheet (attached to Emergency and Community Services Report 20-004 as Appendix "A") in a form satisfactory to the City Solicitor, and that the General Manager of the Healthy and Safe Communities Department be authorized to execute any such agreements and ancillary documentation;
- (e) That the General Manager of the Healthy and Safe Communities Department or designate be directed and authorized to enter into a Conditional Grant Agreement respecting the Indwell Project with the terms and conditions contained in the Conditional Grant Term Sheet (attached to Emergency and Community Services Report 20-004 as Appendix "B") in a form satisfactory to the City Solicitor, and that the General Manager of the Healthy and Safe Communities Department be authorized to execute any such agreements and ancillary documentation;
- (f) That the development charges payable for the Kiwanis Project be payable in 20 equal annual instalments without interest in accordance with the terms and conditions contained in the Payment Agreement Term Sheet (attached to Emergency and Community Services Report 20-004 as Appendix "C");
- (g) That the development charges payable for the Indwell Project be payable in 20 equal annual instalments without interest in accordance with the terms and conditions contained in the Payment Agreement Term Sheet (attached to Emergency and Community Services Report 20-004 as Appendix "D");
- (h) That the General Manager of the Finance and Corporate Services Department be directed and authorized to enter into a Development Charge Payment Agreement respecting the Kiwanis Project, under section 27 of the *Development Charges Act, 1997*, to require the payment of development charges otherwise payable under Development Charges By-law 19-142 and By-law 11-174, the earlier of the date of first occupancy or issuance of an occupancy permit, on such terms as the General Manager of the Finance and Corporate Services Department may require and including those on the Term Sheet (attached to Emergency and Community Services Report 20-004 as Appendix "C"), without interest, in a form satisfactory to the City Solicitor, and that the General Manager of the Finance and Corporate Services Department be directed and authorized to execute any such agreements and ancillary documentation; and,

- (i) That the General Manager of the Finance and Corporate Services Department be directed and authorized to enter into a Development Charge Payment Agreement respecting each of the Indwell Project, under section 27 of the *Development Charges Act, 1997*, to require the payment of development charges otherwise payable under Development Charges By-law 19-142 and By-law 11-174, the earlier of the date of first occupancy or issuance of an occupancy permit, on such terms as the General Manager of the Finance and Corporate Services Department may require and including those on the Term Sheet (attached to Emergency and Community Services Report 20-004 as Appendix "D"), without interest, in a form satisfactory to the City Solicitor, and that the General Manager of the Finance and Corporate Services Department be authorized to execute any such agreements and ancillary documentation.

6. Adaptation and Transformation of Services for People Experiencing Homelessness Update 1 (HSC20020(a)) (City Wide) (Added Item 8.3)

- (a) That Council approve:
 - (i) The authority of the General Manager of the Healthy and Safe Communities Department continue to enter into contracts necessary to secure access and purchase of service of the rental of hotel rooms for expanded temporary housing during the Coronavirus pandemic as well as cleaning, food and associated services from vendors and providers satisfactory to the General Manager of the Healthy and Safe Communities Department;
 - (ii) Conditional grants up to a maximum of \$2.0 M in total to shelter providers for the provision of staffing and additional supports to homeless clients receiving emergency shelter in these hotel rooms;
 - (iii) A conditional grant in the maximum amount of \$550 K to the Good Shepherd Centre Hamilton to renovate 378 Main Street East (the former Cathedral Boys School) into a temporary shelter for 45 men;
 - (iv) A conditional grant in the maximum amount of \$700 K to the Good Shepherd Centre Hamilton to operate 378 Main Street East (the former Cathedral Boys School) as a temporary shelter for 45 men for the period of September 1, 2020 to June 30, 2021;
 - (v) A conditional grant in the maximum amount of \$120 K to Mission Services of Hamilton Inc. to renovate their shelter at 325 James St. N. to allow for appropriate physical distancing and to return the shelter to an occupancy of 58 persons; and,
 - (vi) A conditional grant in the maximum amount of \$930 K to Wesley Urban Ministries Inc. to operate its Isolation Centre for people experiencing homelessness for the period of July 6, 2020 to June 30, 2021;

- (b) That all such purchases and grants outlined in Recommendation (a) that are approved by Council be funded from any available source jointly deemed appropriate by the General Manager of the Healthy and Safe Communities Department and the General Manager of the Finance and Corporate Services Department including, but not limited to, one or more of the following sources: Reaching Home, Community Homelessness Prevention Initiative, any available provincial or federal funding, or any available funds from the general levy; and,
- (c) That the General Manager of the Healthy and Safe Communities Department be directed and authorized, on behalf of the City of Hamilton, to enter into, execute and administer all agreements and documents necessary to implement the purchases and grants outlined in Recommendation (a) on terms and conditions satisfactory to the General Manager of the Healthy and Safe Communities Department and in a form satisfactory to the City Solicitor.

7. Signing of the AMO-OFIFC Declaration of Mutual Commitment and Friendship with Local Municipality and Friendship Centre Support (Added Item 10.1)

WHEREAS the City of Hamilton is working with the local Indigenous Friendship Centre, the Hamilton Regional Indian Centre;

WHEREAS the Indigenous Friendship Centre, the Hamilton Regional Indian Centre, has been an active contributor to the wellbeing of residents in the community;

WHEREAS the City of Hamilton has a good and ongoing relationship with the local Indigenous Friendship Centre, the Hamilton Regional Indian Centre, and wants to set a leading example in the area of Indigenous relations by demonstrating overlapping community interest and work;

WHEREAS the Association of Municipalities of Ontario (AMO) and the Ontario Federation of Indigenous Friendship Centres (OFIFC) Declaration of Mutual Commitment and Friendship reflects the municipality's understanding of and working relationship with Indigenous people in the community; and,

WHEREAS the local Indigenous Friendship Centre is contemplating the signing of this declaration and participation in related concurrent activities during the virtual AMO Conference in August of 2020;

THEREFORE, IT BE RESOLVED

- (a) that the City of Hamilton Council authorizes the Mayor to sign in conjunction with the local Indigenous Friendship Centre, the Hamilton Regional Indian Centre, the joint AMO-OFIFC Declaration of Mutual Commitment and

Friendship on behalf of the municipality and participate in related concurrent activities during the AMO 2020 Conference; and,

- (b) That Council direct staff to work with AMO in order to coordinate the declaration signing and related concurrent activities in advance of the AMO 2020 Conference.

8. Potential Litigation Report (LS20019) (City Wide) (Added Item 12.2)

That Report LS20019, respecting Potential Litigation Report, be received and remain confidential.

FOR INFORMATION:

(a) APPROVAL OF AGENDA (Item 1)

The Committee Clerk advised of the following changes to the agenda:

6. WRITTEN DELEGATIONS (Items 6.1-6.3)

- 6.1 Kevin Gonci, Hamilton Collaborative Partnership Group, respecting Response to City of Hamilton Staff Report HSC20026 (City Wide) dated June 19, 2020
- 6.2 Dr. Jill Wiwcharuk and Dr. Tim O'Shea, Hamilton Social Medicine Response Team, respecting the City's strategy about homeless encampments
- 6.3 Jody Ans and Lisa Nussey, Keeping Six, respecting request that the City re-evaluate and change its approach to encampments
- 6.4 Sharon Crowe, Nadine Watson, and Wade Poziomka, Hamilton Community Legal Clinic, respecting Dismantlement of Homeless Encampments

8. DISCUSSION ITEMS (Item 8.3)

- 8.3 Adaptation and Transformation of Services for People Experiencing Homelessness Update 1 (HSC20020(a)) (City Wide)

10. NOTICES OF MOTION (Item 10.1)

- 10.1 Signing of the AMO-OFIFC Declaration of Mutual Commitment and Friendship with Local Municipality and Friendship Centre Support

12. PRIVATE & CONFIDENTIAL (Item 12.2)

- 12.2 Potential Litigation Report (LS20019) (City Wide)

The agenda for the July 13, 2020 Emergency and Community Services Committee meeting was approved, as amended.

(b) DECLARATIONS OF INTEREST (Item 2)

There were no declarations of interest.

(c) APPROVAL OF MINUTES OF PREVIOUS MEETING (Item 3)

(i) June 19, 2020 (Item 3.1)

(Merulla/Nann)

The Minutes of the June 19, 2020 meeting of the Emergency and Community Services Committee were approved, as presented.

(d) WRITTEN DELEGATIONS (Item 6)

(i) Encampment: Legal Brief

The Emergency and Community Services Committee directed the City Solicitor to review and present a brief to the Emergency and Community Services Committee on the impacts to Hamilton of the following court decisions:

- (a) Victoria (City) v. Adams, 2009 BCCA 563; and,
- (b) Abbotsford (City) v. Shantz, 2016 BCSC 1909.

(ii) Encampment Strategy

- (a) The Emergency and Community Services Committee received and referred the following Written Delegations to Housing staff, respecting an update on the Encampment Strategy Report:
 - (i) Dr. Jill Wiwcharuk and Dr. Tim O'Shea, Hamilton Social Medicine Response Team, respecting the City's strategy about homeless encampments (Added Item 6.2);
 - (ii) Jody Ans and Lisa Nussey, Keeping Six, respecting request that the City re-evaluate and change its approach to encampments (Added Item 6.3); and,
 - (iii) Sharon Crowe, Nadine Watson, and Wade Poziomka, Hamilton Community Legal Clinic, respecting Dismantlement of Homeless Encampments; and,
- (b) The Encampment Strategy Report shall include an analysis of United Nations Special Rapporteur on Right to Adequate Housing

National Protocol for Homeless Encampments in Canada: A
Human Rights Approach.

- (iii) Kevin Gonci, Hamilton Collaborative Partnership Group, respecting Response to City of Hamilton Staff Report HSC20026 (City Wide) dated June 19, 2020 (Added Item 6.1)**

The Written Delegation, from Kevin Gonci, Hamilton Collaborative Partnership Group, respecting Response to City of Hamilton Staff Report HSC20026 (City Wide) dated June 19, 2020, was received.

(e) STAFF PRESENTATIONS (Item 7)

- (i) Hamilton Paramedic Service 2019 Annual Report (HSC20021) (City Wide) (7.1)**

The presentation from Chief Sanderson, respecting Hamilton Paramedic Service 2019 Annual Report, was received.

For further disposition of this matter, refer to Item 3.

(f) NOTICES OF MOTION (Item 10)

- (i) Signing of the AMO-OFIFC Declaration of Mutual Commitment and Friendship with Local Municipality and Friendship Centre Support (Added Item 7.1)**

The Rules of Order were waived to allow for the introduction of a motion respecting signing of the AMO-OFIFC Declaration of Mutual Commitment and Friendship with Local Municipality and Friendship Centre Support.

For further disposition of this matter, refer to Item 7.

(g) PRIVATE AND CONFIDENTIAL (Item 12)

Committee determined that discussion of Appendix "A" to Report HSC20023, Leveraging a Provincial Contract for Digitizing Ontario Works Client Files (City Wide) was not required in Closed Session, so the item was addressed in Open Session, as follows:

- (i) Appendix "A" to Report HSC20023, Leveraging a Provincial Contract for Digitizing Ontario Works Client Files (City Wide)**

For disposition of this matter, refer to Item 2.

The Emergency and Community Services Committee moved into Closed Session respecting Item 12.2, pursuant to Section 8.1, Sub-section (e) and (f) of the City's Procedural By-law 18-270, and Section 239(2), Sub-section (e) and (f) of the Ontario Municipal Act, 2001, as amended, as the subject matter pertains to

litigation or potential litigation, including matters before administrative tribunals, affecting the City; and the receiving of advice that is subject to solicitor-client privilege, including communications necessary for that purpose.

(ii) Potential Litigation Report (LS20019) (City Wide)

For disposition of this matter, refer to Item 8.

(h) ADJOURNMENT (Item 13)

There being no further business, the Emergency and Community Services Committee was adjourned at 12:27 p.m.

Result: Motion CARRIED by a vote of 5 to 0, as follows:

YES - Ward 3 Councillor Nrinder Nann
YES - Ward 6 Councillor Tom Jackson
YES - Chair – Ward 7 Councillor Esther Pauls
NOT PRESENT - Ward 4 Councillor Sam Merulla
NOT PRESENT - Ward 14 Councillor Terry Whitehead
YES - Ward 9 Councillor Brad Clark

Respectfully submitted,

Councillor E. Pauls
Chair, Emergency and Community Services
Committee

Tamara Bates
Legislative Coordinator
Office of the City Clerk

Term Sheet for Conditional Grant Agreement

6 – 14 Acorn Street

Borrower: Hamilton East Kiwanis Non-Profit Homes ("Kiwanis")

Project: Kiwanis – the 40-units not funded under the Ontario Priorities Housing Initiative (OPHI) of the 60-unit affordable housing building currently under development by Kiwanis on the property municipally known as 8 and 14 Acorn Street, and legally defined as Part Lots 13 and 14 on Plan 46, designated as Parts 1 and 2 on Plan 62R-8132, in the city of Hamilton, province of Ontario and Lots 11 and 12, Plan 46, Part Lot 10, Plan 46, Part Lot 13, Plan 46, as in VM103496, in the city of Hamilton, province of Ontario hereinafter referred to as the “Project”

Lender: City of Hamilton ("City")

Type of Grant: Conditional grant to secure long-term affordable housing commitments as set out in this term sheet, Appendix “A” to Report HSC19060(a), below hereinafter referred to as the “Grant”

Grant Conditions

1. The Grant will be subject to the recipient entering into a conditional grant agreement (“CGA”) with the City containing such terms and conditions as set out in this term sheet, Appendix “A” to Report HSC19060(a).
2. The Grant will be subject to the recipient entering into a Development Charges (“DCs”) deferral agreement (“DCDA”) with the City, prior to the issuance of any building permits for works beyond the building foundation, on such terms as set out in Appendix “C” to Report HSC19060(a).
3. The amount of the Grant shall equal the municipal DCs owing for the 40 units of the 6 – 14 Acorn Street affordable housing development project that are not receiving Ontario Priorities Housing Initiative (OPHI) funding, for a term of 20 years from date of first occupancy.
4. The CGA will have a term of 20 years consistent with the period of affordability, commencing from the date any of the 40 affordable housing units in the Project are cleared for occupancy.
5. No assignment of the Grant, other than to the City, the CGA, or the DCDA will be permitted unless consented to by the General Manager of the Healthy and Safe

Communities Department ("GM") in his sole discretion and only in the following circumstances: (a) the property is sold to another provider of "non-profit housing" as defined in the DCDA who enters into an assignment agreement with the City and Kiwanis agreeing to be subject to all of the terms and conditions of the CGA and the DCDA for the remainder of the term of those agreements and such other terms and conditions as the GM and City Solicitor in their sole discretion deem appropriate; (b) the property is sold to another provider of "non-profit housing" as defined in the *Development Charges Act, 1997* ("DCs Act") who enters into an assignment agreement with the City and Kiwanis agreeing to be subject to all of the terms and conditions of the CGA and the DCDA for the remainder of the term of those agreements and the assignee agrees to complete the Project in accordance with the Kiwanis plans approved by the City and such other terms and conditions as the GM and City Solicitor in their sole discretion deem appropriate.

6. Requirement to provide the City with original insurance certificates for "Property All Risks" insurance, Broad Form Boiler and Machinery insurance, and insurance against loss of Rent, rental value and other payments required to be paid or made by tenants, or business interruption and profits from the business, to the satisfaction of the Manager of Legal and Risk Management Services.

Rent Requirements & Maximum Allowable Rent

7. At all times during the term of the CGA the rents for these 40 units will at no time be above the maximum allowable rent level, stated in a percentage of CMHC Average or Median Market Rent for the City of Hamilton, to be determined by the GM in his sole discretion when the final construction and operating budgets are produced, but prior to signing of the construction contract. The maximum allowable rent level determined by the GM will be as affordable as possible given the financial conditions at the time of determination, and considering the reasonableness of the construction and operating budgets, the financial viability of the Project both during construction and throughout the affordability period, and the long-term financial viability of Kiwanis, but shall not be above 125% of CMHC Average or Median Market Rent for the unit type. The City shall provide Kiwanis with a conditional grant in the maximum principal amount of the municipal and Go Transit DCs payable by Kiwanis to the City for the development of the 40 units of the Acorn Street North affordable housing development project that are not receiving OPHI funding.
8. Units subject to the CGA may increase rents annually within a tenancy by the Provincial Guideline amount as specified annually by the Ontario Ministry of Municipal Affairs and Housing. Higher increases may be permitted at the sole discretion of the GM following submission of a business case justifying the

increase. At vacant possession, rents may be increased up to the maximum allowable rent level for the unit type as determine in accordance with Section 1.

Events of Default

9. Events of default shall include but not be limited to:
 - a. Within the term of the Agreement the housing is no longer “non-profit housing” as defined under the *DC Act O.Reg.82/98*;
 - b. Failure to observe any of the conditions for advance of a grant payment;
 - c. Breach of any provision of the CGA or DCDA;
 - d. If any part of the Project to which the Grant and DC deferral applies is changed so that it no longer consists of a non-profit housing;
 - e. Any disposition of the property not consented to by the GM in his sole discretion which consent may include such conditions as the GM determines in his sole discretion;
 - f. Failure to obtain an occupancy permit by December 2023;
 - g. Failure to rent 95% of the units that are subject to the Agreement by July 2024;
 - h. Failure to submit required documentation by 30 days past the March 1 deadline in this agreement;
 - i. Failure to notify the City about any change in that could lead to failure of the Project either during or post construction; and,
 - j. Failure to notify the City about any default of the agreement within 30 days.

10. Consequences of an event of default, unless permitted to be remedied in such time and manner as the GM determines in his sole discretion, shall include, but not be limited to: the payment of any unpaid DCs, no further deferral of unpaid DCs, no further Grant payments, and unpaid DCs shall be added to the tax roll.

Advance and Payment Provisions

11. The grant will be advanced in 20 payments (“Advance”) yearly on [insert date and month] each equal to 1/20th of the DCs payable subject to all conditions for an Advance being met.

12. The grant will be assigned to the City and no Advance will be paid directly to Kiwanis. The grant will be irrevocably assigned to the City and at the time of each Advance will be transferred by the Housing Services Division to the appropriate DC reserve. The total amount of the Grant will equal the DCs payable.

13. The performance of the conditions for the Grant will be secured by the following:
 - (a) the CGA, (b) the DCDA, (c) if permitted, registering restrictions on the sale of

the land without the consent of the City; and such other security as the GM determines appropriate.

Monitoring Provisions

14. During the term of the CGA and DCDA at and following initial occupancy, Kiwanis will monitor their respective Projects annually to ensure the obligations under the CGA and DCDA have been met for the previous year. During the term of the payment period Kiwanis will submit the following documents for the previous year to the Housing Services Division annually on or before March 1:
- a) Rent rolls for all of the units that are subject to the CGA and DCDA;
 - b) Proof of income for any new tenants (entire household) of the units subject to the Agreement, generally in the form of a Notice of Assessment from the Canada Revenue Agency, or alternative documentation to the satisfaction of the City;
 - c) Confirmation of insurance on the affordable units; and,
 - d) By request only, annual financial statements (audited if available).

Other Provisions

15. Any out-of-pocket expenses incurred for the preparation of the CGA, over and above staff costs, are the responsibility of the proponent.
16. Any other terms deemed appropriate by the City Solicitor and GM.

Term Sheet for Conditional Grant Agreement

225 East Avenue North

Borrower: Indwell Community Homes ("Indwell")

Project: The 43-one-bedroom unit affordable housing building being developed by Indwell, which is the southernmost building of the two currently under development on the property municipally known as 223-227 East Avenue North, and legally defined as Lots 39, 40 and 41, Plan 286, Lots 88, 89, 90 and 91, Robert Land Survey, (aka OM1433), being on the west side of East Avenue, designated as Part 2 on Plan 62R-12181, in the city of Hamilton, province of Ontario hereinafter referred to as the “Project”

Lender: City of Hamilton ("City")

Type of Grant: Conditional grant to secure long-term affordable housing commitments as set out in this term sheet, Appendix “B” to Report HSC19060(a), below hereinafter referred to as the “Grant”

Grant Conditions

1. The Grant will be subject to the recipient entering into a conditional grant agreement (“CGA”) with the City containing such terms and conditions as set out in this term sheet, Appendix “B” to Report HSC19060(a).
2. The Grant will be subject to the recipient entering into a Development Charges (“DCs”) deferral agreement (“DCDA”) with the City, prior to the issuance of any building permits for works beyond the building foundation, on such terms as set out in Appendix “D” to Report HSC19060(a).
3. The amount of the Grant shall equal the municipal DCs owing for the 43 units of the 225 East Avenue North affordable housing development project that are not receiving Ontario Priorities Housing Initiative (OPHI) funding, for a term of 20 years from date of first occupancy.
4. The CGA will have a term of 20 years consistent with the period of affordability, commencing from the date any of the 43 affordable housing units in the Indwell Project are cleared for occupancy.
5. No assignment of the Grant, other than to the City, the CGA , or the DCDA will be permitted unless consented to by the General Manager of the Healthy and Safe

Communities Department (“GM”) in his sole discretion and only in the following circumstances: (a) the property is sold to another provider of “non-profit housing” as defined in the DCDA who enters into an assignment agreement with the City and Indwell agreeing to be subject to all of the terms and conditions of the CGA and the DCDA for the remainder of the term of those agreements and such other terms and conditions as the GM and City Solicitor in their sole discretion deem appropriate; (b) the property is sold to another provider of “non-profit housing” as defined in the *Development Charges Act, 1997 (“DCs Act”)* who enters into an assignment agreement with the City and Indwell agreeing to be subject to all of the terms and conditions of the CGA and the DCDA for the remainder of the term of those agreements and the assignee agrees to complete the Project in accordance with the Indwell plans approved by the City and such other terms and conditions as the GM and City Solicitor in their sole discretion deem appropriate.

6. Requirement to provide the City with original insurance certificates for “Property All Risks” insurance, Broad Form Boiler and Machinery insurance, and insurance against loss of Rent, rental value and other payments required to be paid or made by tenants, or business interruption and profits from the business, to the satisfaction of the Manager of Legal and Risk Management Services.

Rent Requirements & Maximum Allowable Rent

7. At all times during the term of the CGA the rents for these 43 units will at no time be above the maximum allowable rent level, stated in a percentage of CMHC Average or Median Market Rent for the City of Hamilton, to be determined by the GM in his sole discretion when the final construction and operating budgets are produced, but prior to the issuance of any building permits for works beyond the building foundation. The maximum allowable rent level determined by the GM will be as affordable as possible given the financial conditions at the time of determination, and considering the reasonableness of the construction and operating budgets, the financial viability of the Project both during construction and throughout the affordability period, and the long-term financial viability of Indwell, but shall not be above 125% of CMHC Average or Median Market Rent for the unit type. The City shall provide Indwell with a conditional grant in the maximum principal amount of the municipal and Go Transit DCs payable by Indwell to the City for the development of the 43 units of the 225 East Avenue North affordable housing development project that are not receiving OPHI funding.
8. Units subject to the CGA may increase rents annually within a tenancy by the Provincial Guideline amount as specified annually by the Ontario Ministry of Municipal Affairs and Housing. Higher increases may be permitted at the sole discretion of the GM following submission of a business case justifying the

increase. At vacant possession, rents may be increased up to the maximum allowable rent level for the unit type as determine in accordance with Section 1.

Events of Default

9. Events of default shall include but not be limited to:
 - a. Within the term of the Agreement the housing is no longer “non-profit housing” as defined under the *DC Act O.Reg.82/98*;
 - b. Failure to observe any of the conditions for advance of a grant payment;
 - c. Breach of any provision of the CGA or DCDA;
 - d. If any part of the Project to which the Grant and DC deferral applies is changed so that it no longer consists of a non-profit housing;
 - e. Any disposition of the property not consented to by the GM in his sole discretion which consent may include such conditions as the GM determines in his sole discretion;
 - f. Failure to obtain an occupancy permit by **[insert date and month]**;
 - g. Failure to rent 95% of the units that are subject to the Agreement by **[insert date and month]**;
 - h. Failure to submit required documentation by 30 days past the March 1 deadline in this agreement;
 - i. Failure to notify the City about any change in that could lead to failure of the Project either during or post construction; and,
 - j. Failure to notify the City about any default of the agreement within 30 days.

10. Consequences of an event of default, unless permitted to be remedied in such time and manner as the GM determines in his sole discretion, shall include, but not be limited to: the payment of any unpaid DCs, no further deferral of unpaid DCs, no further Grant payments, and unpaid DCs shall be added to the tax roll.

Advance and Payment Provisions

11. The grant will be advanced in 20 payments (“Advance”) yearly on **[insert date and month]** each equal to 1/20th of the DCs payable subject to all conditions for an Advance being met.

12. The grant will be assigned to the City and no Advance will be paid directly to Indwell. The grant will be irrevocably assigned to the City and at the time of each Advance will be transferred by the Housing Services Division to the appropriate DC reserve. The total amount of the Grant will equal the DCs payable.

13. The performance of the conditions for the Grant will be secured by the following:
 - (a) the CGA, (b) the DCDA, (c) if permitted, registering restrictions on the sale of

the land without the consent of the City; and such other security as the GM determines appropriate.

Monitoring Provisions

14. During the term of the CGA and DCDA at and following initial occupancy, Indwell will monitor their respective Projects annually to ensure the obligations under the CGA and DCDA have been met for the previous year. During the term of the payment period Indwell will submit the following documents for the previous year to the Housing Services Division annually on or before March 1:
- a) Rent rolls for all of the units that are subject to the CGA and DCDA;
 - b) Proof of income for any new tenants (entire household) of the units subject to the Agreement, generally in the form of a Notice of Assessment from the Canada Revenue Agency, or alternative documentation to the satisfaction of the City;
 - c) Confirmation of insurance on the affordable units; and,
 - d) By request only, annual financial statements (audited if available).

Other Provisions

15. Any out-of-pocket expenses incurred for the preparation of the CGA, over and above staff costs, are the responsibility of the proponent.
16. Any other terms deemed appropriate by the City Solicitor and GM.

Term Sheet for Development Charges Payment Agreement

6 – 14 Acorn Street

Borrower: Hamilton East Kiwanis Non-Profit Homes ("Kiwanis")

Project: Kiwanis – the 40-units not funded under the Ontario Priorities Housing Initiative (OPHI) of the 60-unit affordable housing building currently under development by Kiwanis on the property municipally known as 8 and 14 Acorn Street, and legally defined as Part Lots 13 and 14 on Plan 46, designated as Parts 1 and 2 on Plan 62R-8132, in the city of Hamilton, province of Ontario and Lots 11 and 12, Plan 46, Part Lot 10, Plan 46, Part Lot 13, Plan 46, as in VM103496, in the city of Hamilton, province of Ontario hereinafter referred to as the “Project”

Lender: City of Hamilton ("City")

Type of Agreement: Development Charges Payment Agreement (“DCPA”) to require payment of Development Charges (“DCs”) payable for the Project as set out in this term sheet, Appendix “C” to Report HSC19060(a), below hereinafter referred to as the “Payment Arrangement”

Agreement Conditions

1. The Payment Arrangement will be subject to the recipient entering into a development charges payment agreement (“DCPA”) with the City containing such terms and conditions as set out in this term sheet, Appendix “C” to Report HSC19060(a).
2. The Payment Arrangement will be subject to the recipient entering into a conditional grant agreement (“CGA”) with the City, prior to the issuance of any building permits for works beyond the building foundation, on such terms as set out in Appendix “A” to Report HSC19060(a).
3. The DCPA will have a term of 20 years consistent with the period of affordability, commencing from the date any of the 40 affordable housing units in the Project are cleared for occupancy.
4. No assignment of the DCPA will be permitted unless consented to by the General Manager of the Healthy and Safe Communities Department and the General Manager of Corporate Services (“GMS”) in the GMS sole discretion and only in the following circumstances: (a) the property is sold to another provider of “non-profit housing” as defined in the DCPA who enters into an assignment agreement

with the City and Kiwanis agreeing to be subject to all of the terms and conditions of the CGA and the DCPA for the remainder of the term of those agreements and such other terms and conditions as the GMS and City Solicitor in their sole discretion deem appropriate; (b) the property is sold to another provider of "non-profit housing" as defined in the *Development Charges Act, 1997* ("DCs Act") who enters into an assignment agreement with the City and Kiwanis agreeing to be subject to all of the terms and conditions of the CGA and the DCPA for the remainder of the term of those agreements and the assignee agrees to complete the Project in accordance with the Kiwanis plans approved by the City and such other terms and conditions as the GMS and City Solicitor in their sole discretion deem appropriate.

5. Requirement to provide the City with original insurance certificates for "Property All Risks" insurance, Broad Form Boiler and Machinery insurance, and insurance against loss of Rent, rental value and other payments required to be paid or made by tenants, or business interruption and profits from the business, to the satisfaction of the Manager of Legal and Risk Management Services.

Development Charge and PDCs

6. Kiwanis covenants to pay to the City, in respect of the Project, a total City development charge in the amount of \$ **[insert # here]** or a revised amount as approved by the Council of the City (the "DCs"). Payment of **\$0.00** shall be made prior to the issuance of the Building Permit. Payment of the balance of the DCs in the amount of \$ **[insert # here]**, the Payable Development Charges ("PDCs") shall be made in accordance with this Term Sheet.

Payment to Coincide with Conditional Grant Payments

7. The payment of the PDCs shall be made to the City annually, at commencement of, and concurrently with, the Conditional Grant Payments ("CGPs"). The required annual payment amount shall be the higher of:
 - (a) the annual PDCs payment;
 - (b) 1/20 of the approved conditional grant; or,
 - (c) 1/20 of the PDCs;

and if any portion of the PDCs remains unpaid on the date the last CGP payment occurs said unpaid portion shall be due and payable on the date the last CGP payment occurs except where, pursuant to the terms of this Term Sheet, the said payment is required and due in full prior to the said date (the aforesaid payment requirements shall be referred to as the "Payment Agreement").

Payable To

8. Payment will be made via assignment of the annual CGP until the PDCs are paid in full. Where the annual CGP is less than the required annual payment the difference shall be paid by Kiwanis within sixty (60) days from the date of the CGP payment. If the difference remains unpaid after sixty (60) days the difference shall be added to the Property Tax Roll.

Interest

9. Kiwanis shall not pay interest on any portion of the PDCs including any unpaid portion of the PDCs.

Events of Default

10. Events of default shall include but not be limited to:
 - a. Within the term of the DCPA and CGA the housing is no longer “non-profit housing” as defined under the *DC Act O.Reg.82/98*;
 - b. Failure to observe any of the conditions for advance of a grant payment;
 - c. Breach of any provision of the CGA or DCPA;
 - d. If any part of the Project to which the Grant and DCPA applies is changed so that it no longer consists of a non-profit housing;
 - e. Any disposition of the property not consented to by the GM in the GM’s sole discretion which consent may include such conditions as the GM determines in his sole discretion;
 - f. Failure to notify the City about any default of the DCPA or CGA within 30 days.
 - g. Where a mortgage, charge, lien, execution or other Encumbrance affecting the Property becomes enforceable against the Property; or
 - h. Where Kiwanis becomes bankrupt, whether voluntary or involuntary, or becomes insolvent or a receiver/manager is appointed with respect to the Property; or
 - i. Where Kiwanis certificate of incorporation is cancelled, or Kiwanis is otherwise wound up or dissolved as a corporation or there is any other change in the ownership or corporate status of Kiwanis not approved by the City in advance;
 - j. Kiwanis:
 - (i) decides to not receive the Grant;
 - (ii) becomes ineligible for any reason to receive the Grant;
 - (iii) does not enter into a CGA with the City prior to the issuance of a building permit for the Project;

- (iv) the CGA, required to be entered into between the City and Kiwanis in order to obtain the Grant, is terminated for any reason prior to the PDCs being paid in full; and,
 - (v) Kiwanis fails to pay, on the date last Grant payment occurs, the portion of the PDCs that are not paid through the application of the Grant payments;
- k. Such further events as the City Solicitor deems appropriate in her sole discretion.

11. Consequences of an event of default, unless permitted to be remedied in such time and manner as the GM determines in his sole discretion, shall include, but not be limited to: all future DC instalments becoming payable immediately and to be paid on demand, no further CGPs, and unpaid DCs shall be added to the tax roll.

Advance and Payment Provisions

12. The Payment Arrangement commences as of the date of initial issuance of the Building Permit (the "Commencement Date"), and the Payment Arrangement continues until the earlier of the date on which the final payment of the Grant occurs or, such earlier date payment in full is made of the PDCs, in accordance with the terms of the DCPA. The DCPA shall remain in force and effect until the PDCs are repaid and Kiwanis has performed all of its obligations under the DCPA.

The Development Charge

13. Kiwanis acknowledges and agrees that:

- a) the said amounts of the DCs and PDCs (or a revised amount as approved by the Council of the City) is the correct amount calculated and applied to the Kiwanis Application with the City for the Project.
- b) Kiwanis has not and will not file a complaint pursuant to the *DCs Act* with the City or in any other forum, with respect to the determination and application of the Development Charge By-laws, including the quantum of the charges;
- c) the PDCs referred to herein for payment by Kiwanis to the City may not be all of the DCs that may become applicable in respect of the Property as there may be further DCs applicable in respect of other development permitted on the Property such as the DCs imposed by a Board of Education, to which the DCPA does not apply.
- d) the Property is recorded under the following tax roll number(s) **[insert # here]** ("Tax Rolls") and that in the event the PDCs becomes payable and remains unpaid, in whole or in part, or, on its due date remains unpaid, then in addition to any other remedy available to the City at law or in the DCPA, the amount of unpaid PDCs may be added to the Tax Rolls and to any tax roll number which

the City may in its sole and unfettered discretion determine applies to the Property ("Additional Tax Roll") and collected as realty taxes.

Other Provisions

14. Any out-of-pocket expenses incurred for the preparation of the DCPA, over and above staff costs, are the responsibility of the proponent.
15. Any other terms deemed appropriate by the City Solicitor and GM.

Term Sheet for Development Charges Payment Agreement

225 East Avenue North

Borrower: Indwell Community Homes ("Indwell")

Project: Indwell - the 43-one-bedroom unit affordable housing building being developed by Indwell, which is the southernmost building of the two currently under development on the property municipally known as 223-227 East Avenue North, and legally defined as Lots 39, 40 and 41, Plan 286, Lots 88, 89, 90 and 91, Robert Land Survey, (aka OM1433), being on the west side of East Avenue, designated as Part 2 on Plan 62R-12181, in the city of Hamilton, province of Ontario hereinafter referred to as the “Project”

Lender: City of Hamilton ("City")

Type of Agreement: Development Charges Payment Agreement (“DCPA”) to require payment of Development Charges (“DCs”) payable for the Project as set out in this term sheet, Appendix “D” to Report HSC19060(a), below hereinafter referred to as the “Payment Arrangement”

Agreement Conditions

1. The Payment Arrangement will be subject to the recipient entering into a development charges payment agreement (“DCPA”) with the City containing such terms and conditions as set out in this term sheet, Appendix “D” to Report HSC19060(a).
2. The Payment Arrangement will be subject to the recipient entering into a conditional grant agreement (“CGA”) with the City, prior to the issuance of any building permits for works beyond the building foundation, on such terms as set out in Appendix “B” to Report HSC19060(a).
3. The DCPA will have a term of 20 years consistent with the period of affordability, commencing from the date any of the 43 affordable housing units in the Project are cleared for occupancy.
4. No assignment of the DCPA will be permitted unless consented to by the General Manager of the Healthy and Safe Communities Department and the General Manager of Corporate Services (“GMS”) in the GMS sole discretion and only in the following circumstances: (a) the property is sold to another provider of “non-profit housing” as defined in the DCPA who enters into an assignment agreement

with the City and Indwell agreeing to be subject to all of the terms and conditions of the CGA and the DCPA for the remainder of the term of those agreements and such other terms and conditions as the GMS and City Solicitor in their sole discretion deem appropriate; (b) the property is sold to another provider of "non-profit housing" as defined in the *Development Charges Act, 1997* ("DCs Act") who enters into an assignment agreement with the City and Indwell agreeing to be subject to all of the terms and conditions of the CGA and the DCPA for the remainder of the term of those agreements and the assignee agrees to complete the Project in accordance with the Indwell plans approved by the City and such other terms and conditions as the GMS and City Solicitor in their sole discretion deem appropriate.

5. Requirement to provide the City with original insurance certificates for "Property All Risks" insurance, Broad Form Boiler and Machinery insurance, and insurance against loss of Rent, rental value and other payments required to be paid or made by tenants, or business interruption and profits from the business, to the satisfaction of the Manager of Legal and Risk Management Services.

Development Charge and PDCs

6. Indwell covenants to pay to the City, in respect of the Project, a total City development charge in the amount of \$ **[insert # here]** or a revised amount as approved by the Council of the City (the "DCs"). Payment of **\$0.00** shall be made prior to the issuance of the Building Permit. Payment of the balance of the DCs in the amount of \$ **[insert # here]** the Payable Development Charges ("PDCs") shall be made in accordance with this Term Sheet.

Payment to Coincide with Conditional Grant Payments

7. The payment of the PDCs shall be made to the City annually, at commencement of, and concurrently with, the Conditional Grant Payments ("CGPs"). The required annual payment amount shall be the higher of:
 - (a) the annual PDCs payment;
 - (b) 1/20 of the approved conditional grant; or,
 - (c) 1/20 of the PDCs;

and if any portion of the PDCs remains unpaid on the date the last CGP payment occurs said unpaid portion shall be due and payable on the date the last CGP payment occurs except where, pursuant to the terms of this Term Sheet, the said payment is required and due in full prior to the said date (the aforesaid payment requirements shall be referred to as the "Payment Agreement").

Payable To

8. Payment will be made via assignment of the annual CGP until the PDCs are paid in full. Where the annual CGP is less than the required annual payment the difference shall be paid by Indwell within sixty (60) days from the date of the CGP payment. If the difference remains unpaid after sixty (60) days the difference shall be added to the Property Tax Roll.

Interest

9. Indwell shall not pay interest on any portion of the PDCs including any unpaid portion of the PDCs.

Events of Default

10. Events of default shall include but not be limited to:
 - a. Within the term of the DCPA and CGA the housing is no longer “non-profit housing” as defined under the *DC Act O.Reg.82/98*;
 - b. Failure to observe any of the conditions for advance of a grant payment;
 - c. Breach of any provision of the CGA or DCPA;
 - d. If any part of the Project to which the Grant and DCPA applies is changed so that it no longer consists of a non-profit housing;
 - e. Any disposition of the property not consented to by the GM in the GM’s sole discretion which consent may include such conditions as the GM determines in his sole discretion;
 - f. Failure to notify the City about any default of the DCPA or CGA within 30 days.
 - g. Where a mortgage, charge, lien, execution or other Encumbrance affecting the Property becomes enforceable against the Property; or
 - h. Where Indwell becomes bankrupt, whether voluntary or involuntary, or becomes insolvent or a receiver/manager is appointed with respect to the Property; or
 - i. Where Indwell’s certificate of incorporation is cancelled, or Indwell is otherwise wound up or dissolved as a corporation or there is any other change in the ownership or corporate status of Indwell not approved by the City in advance;
 - j. Indwell:
 - (i) decides to not receive the Grant;
 - (ii) becomes ineligible for any reason to receive the Grant;
 - (iii) does not enter into a CGA with the City prior to the issuance of a building permit for the Project;

- (iv) the CGA, required to be entered into between the City and Indwell in order to obtain the Grant, is terminated for any reason prior to the PDCs being paid in full; and,
 - (v) Indwell fails to pay, on the date last Grant payment occurs, the portion of the PDCs that are not paid through the application of the Grant payments;
- k. Such further events as the City Solicitor deems appropriate in her sole discretion.

11. Consequences of an event of default, unless permitted to be remedied in such time and manner as the GM determines in his sole discretion, shall include, but not be limited to: all future DC instalments becoming payable immediately and to be paid on demand, no further CGPs, and unpaid DCs shall be added to the tax roll.

Advance and Payment Provisions

12. The Payment Arrangement commences as of the date of initial issuance of the Building Permit (the "Commencement Date"), and the Payment Arrangement continues until the earlier of the date on which the final payment of the Grant occurs or, such earlier date payment in full is made of the PDCs, in accordance with the terms of the DCPA. The DCPA shall remain in force and effect until the PDCs are repaid and Indwell has performed all of its obligations under the DCPA.

The Development Charge

13. Indwell acknowledges and agrees that:

- a) the said amounts of the DCs and PDCs (or a revised amount as approved by the Council of the City) is the correct amount calculated and applied to the Indwell's Application with the City for the Project.
- b) Indwell has not and will not file a complaint pursuant to the *DCs Act* with the City or in any other forum, with respect to the determination and application of the Development Charge By-laws, including the quantum of the charges;
- c) the PDCs referred to herein for payment by Indwell to the City may not be all of the DCs that may become applicable in respect of the Property as there may be further DCs applicable in respect of other development permitted on the Property such as the DCs imposed by a Board of Education, to which the DCPA does not apply.
- d) the Property is recorded under the following tax roll number(s) **[insert # here]** ("Tax Rolls") and that in the event the DCs becomes payable and remains unpaid, in whole or in part, or, on its due date remains unpaid, then in addition to any other remedy available to the City at law or in the DCPA, the amount of unpaid PDCs may be added to the Tax Rolls and to any tax roll number which

the City may in its sole and unfettered discretion determine applies to the Property (“Additional Tax Roll”) and collected as realty taxes.

Other Provisions

14. Any out-of-pocket expenses incurred for the preparation of the DCPA, over and above staff costs, are the responsibility of the proponent.
15. Any other terms deemed appropriate by the City Solicitor and GM.