

CITY OF HAMILTON

MOTION

Council: December 15, 2021

MOVED BY COUNCILLOR N. NANN.....

SECONDED BY COUNCILLOR

Amendment to Item 5 to the Emergency and Community Services Committee Report 20-011, respecting Report HSC19060(a), Subsidy Transfer to Indwell's Affordable Housing Project at 225 East Avenue North

WHEREAS, Council, at its meeting of December 16, 2020, approved Item 5 of the Emergency and Community Services Committee Report 20-011, respecting Report HSC19060(a), Subsidy Transfer to Indwell's Affordable Housing Project at 225 East Avenue North;

WHEREAS, subsequent to Council's approval, Indwell's Affordable Housing Project was split into two separate municipal addresses at 225 East Avenue North and 247 East Avenue North;

WHEREAS, the content of Appendix "C" to Emergency and Community Services Committee Report 20-011 (Appendix "A" to Report HSC19060(a)) are inconsistent with the contents of Report HSC19060(a);

WHEREAS, amendments to Appendix "C" to Emergency and Community Services Committee Report 20-011 (Appendix "A" to Report HSC19060(a)) are required to correct the inconsistencies to indicate that 84 of the 95 units at Indwell's affordable housing at 225 East Avenue North and 247 East Avenue North will receive rent supplements, and in order for:

- (i) Indwell's affordable housing project at 225 East Avenue North and 247 East Avenue North to receive the rent supplement, the affordability requirements must apply to all 95 units in the project, regardless of whether or not they receive a rent supplement; and
- (ii) the rent supplement agreement regarding Indwell's affordable housing at 225 East Avenue North and 247 East Avenue North will contain obligations that need to be performed prior the agreement commencement date;

THEREFORE, BE IT RESOLVED:

- (a) That Appendix "C" to the Emergency and Community Services Committee Report 19-011, (Appendix "A" to Report HSC19060(a)) respecting Report HSC19060(a), Subsidy Transfer to Indwell's Affordable Housing Project at 225

East Avenue North **and 247 East Avenue North**, which was approved by Council on December 16, 2020, **be amended** as follows:

- (i) Term Sheet for Rent Supplement Agreement, **amended** to reflect two separate municipal addresses at 225 East Avenue North **and 247 East Avenue North**:

225 East Avenue North **and 247 East Avenue North**

- (ii) Paragraph 4 – **amended** to indicate that only **84 of the** 95 units are to receive rent supplement assistance and to reflect two separate municipal addresses at 225 East Avenue North **and 247 East Avenue North**:

4. The RSA and rent supplement assistance will only apply to the **84 of the** 95 units at 225 East Avenue North and **247 East Avenue North** and that they cannot be applied to any other Indwell premises unless the General Manager, Healthy and Safe Communities Department (“GM”), in his sole discretion consents, and under such other terms and conditions as the GM and City Solicitor in their sole discretion require.

- (ii) Paragraph 9 – **amended** by deleting the words “covered by rent supplements” to read as follows:

9. At all times during the term of the RSA the rents for 95 units will at no time be above 60% AMR for 50 of the units and 100% AMR for 45 units which may be adjusted prior to by the GM in his sole discretion when the final construction and operating budgets are produced.

- (iii) Paragraph 12 – amended by replacing the words “The agreement will commence upon the first of the month in which the first tenant moves in” with **“The payment of the rent supplement pursuant to these terms will begin the month the first tenant moves in”**, to read as follows:

12. **The payment of the rent supplement pursuant to these terms will begin the month the first tenant moves in.**

- (b) That subsections (a), (b), (c), (d) and (e) of Item 5 of the Emergency and Community Services Report 20-011, be **amended** to reflect two separate municipal addresses at 225 East Avenue North **and 247 East Avenue North** as follows:

- (a) That the General Manager of the Healthy and Safe Communities Department be authorized and directed to enter into, execute and administer an agreement with Indwell Community Homes “Indwell” to provide rent supplements for their affordable housing project at 225 East Avenue North **and 247 East Avenue North** in accordance with the terms

and conditions contained in the Term Sheet attached as Appendix “C” to Emergency & Community Services Committee Report 20-011, **as Amended**, in a form satisfactory to the City Solicitor;

- (b) That \$111,700 associated with the former St. Matthew’s House Part VII-Housing Services Act social housing subsidy be transferred from the Hamilton Housing Allowance to a rent supplement for Indwell’s affordable housing project at 225 East Avenue North **and 247 East Avenue North**, effective January 1, 2021;
- (c) That \$34,278 in Part VII-Housing Services Act social housing subsidy associated with the 18 units relinquished as part of CityHousing Hamilton’s Roxborough development be transferred to Indwell’s affordable housing project at 225 East Avenue North **and 247 East Avenue North**, effective January 1, 2021;
- (d) That \$134,097 in Part VII-Housing Services Act social housing subsidy associated with the 75 units CityHousing Hamilton is relinquishing as its reduction in targets at Vanier Towers be transferred to Indwell’s affordable housing project at 225 East Avenue North **and 247 East Avenue North**, effective January 1, 2021; and,
- (e) That the value of the rent supplements provided to Indwell’s affordable housing project at 225 East Avenue North **and 247 East Avenue North** be increased annually by the Ontario Rental Increase Guideline established each year by the Province on Ontario.

Attachment - **Revised** Appendix “C” to Emergency & Community Services Committee Report 20-011 (Appendix “A” to Report HSC19060(a))

Main Motion, **as Amended**, to read as follows:

5. Subsidy Transfer to Indwell’s Affordable Housing Project at 225 East Avenue North and 247 East Avenue North (HSC19060 (a)) (Ward 3) (Item 10.4)

- (a) That the General Manager of the Healthy and Safe Communities Department be authorized and directed to enter into, execute and administer an agreement with Indwell Community Homes “Indwell” to provide rent supplements for their affordable housing project at 225 East Avenue North **and 247 East Avenue North** in accordance with the terms and conditions contained in the Term Sheet attached as Appendix “C” to Emergency & Community Services Committee Report 20-011, **as amended** in a form satisfactory to the City Solicitor;
- (b) That \$111,700 associated with the former St. Matthew’s House Part VII-Housing Services Act social housing subsidy be transferred from the Hamilton Housing Allowance to a rent supplement for Indwell’s affordable

housing project at 225 East Avenue North **and 247 East Avenue North**, effective January 1, 2021;

- (c) That \$34,278 in Part VII-Housing Services Act social housing subsidy associated with the 18 units relinquished as part of CityHousing Hamilton's Roxborough development be transferred to Indwell's affordable housing project at 225 East Avenue North **and 247 East Avenue North**, effective January 1, 2021;
- (d) That \$134,097 in Part VII-Housing Services Act social housing subsidy associated with the 75 units CityHousing Hamilton is relinquishing as its reduction in targets at Vanier Towers be transferred to Indwell's affordable housing project at 225 East Avenue North **and 247 East Avenue North**, effective January 1, 2021; and,
- (e) That the value of the rent supplements provided to Indwell's affordable housing project at 225 East Avenue North **and 247 East Avenue North** be increased annually by the Ontario Rental Increase Guideline established each year by the Province on Ontario.

Term Sheet for Rent Supplement Agreement

225 East Avenue North **and 247 East Avenue North**

Landlord: Indwell Community Homes ("Indwell")

Rent Supplement Conditions

1. The Rent Supplements will be subject to the recipient entering into a rent supplement agreement ("RSA") containing such terms and conditions as set out within this term sheet.
2. The agreement shall have a duration of 20 years.
3. The rent supplement assistance shall be provided to households selected from the centralized waiting list (Access to Housing) maintained by the City of Hamilton.
4. The RSA and rent supplement assistance will only apply to the **84 of the 95** units at 225 East Avenue North and **247 East Avenue North** that they cannot be applied to any other Indwell premises unless the General Manager, Healthy and Safe Communities Department ("GM"), in his sole discretion consents, and under such other terms and conditions as the GM and City Solicitor in their sole discretion require.
5. Rent will be calculated using the portable housing benefit calculations as determined by the City of Hamilton.
6. Indwell will be responsible for determining eligibility for assistance of tenants, calculating rent and collecting the tenant portion in the manner as determined by the GM in his sole discretion.
7. Indwell will provide reports to the City of Hamilton in a form and content satisfactory to the GM.
8. Assignment of the RSA will not be permitted unless the GM, in his sole discretion, consents and only in the following circumstances: (a) the property is sold to another provider of "non-profit housing" who enters into an assignment agreement with the City and Indwell agreeing to be subject to all of the terms and conditions of the RSA 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.
9. At all times during the term of the RSA the rents for 95 units will at no time be above 60% AMR for 50 of the units and 100% AMR for 45 units which may be adjusted prior to by the GM in his sole discretion when the final construction and operating budgets are produced.

10. Units subject to the RSA 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.
11. Such additional terms and conditions as determined by the GM and required by the City Solicitor in their sole discretion.
12. ***The payment of the rent supplement pursuant to these terms will begin the month the first tenant moves in.***