

Term Sheet for Housing Charge Supplement and Operating Subsidy Agreement

272 Caroline St. S.

Landlord: 272 Caroline St. S. Housing Co-operative Inc.

Housing Charge Supplement Conditions

1. The Housing Charge Supplements will be subject to the recipient entering into an a housing charge supplement assistance agreement with the same terms and conditions as the City of Hamilton's standard rent supplement agreement ("RSA") with such changes as approved by the General Manager of Healthy and Safe Communities Department ("GM") and required by the City Solicitor and containing such terms and conditions as set out within this term sheet and such additional terms and conditions as determined by the General Manager of Healthy and Safe Communities Department ("GM") and required by the City Solicitor.
2. The agreement shall have a duration of 10 years, at which time the City can either enter a new housing charge supplement agreement or can consider entering into a Service agreement subject to council approval.
3. The housing charge supplement assistance shall be provided to existing members of 272 Caroline St. S. who are deemed eligible and households selected from the centralized waiting list (Access to Housing) maintained by the City of Hamilton thereafter.
4. The level of financial assistance provided to tenants by 272 Caroline St. S. Housing Co-operative through the Housing Charge Supplement will be sufficient to meet the provincial service level standards as described in the *Housing Services Act, 2001* and associated regulations and will use Rent-Geared-to-income calculations or portable housing charge calculations as determined by the City of Hamilton.
5. 272 Caroline St. S. Housing Co-operative will be responsible for determining eligibility for assistance of prospective members, calculating housing charges and collecting the member portion in the manner outlined in the City of Hamilton's standard RSA.
6. 272 Caroline St. S. Housing Co-operative will provide reports to the City of Hamilton in a manner outlined by the City of Hamilton in its standard RSA or in such other manner as determined by the GM.
7. The agreement can only be transferred if the GM in their sole discretion 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 272 Caroline St. S. Housing Co-operative agreeing to be subject to all of the terms and conditions of the housing charge supplement agreement 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.

8. Housing charges may be increased annually in an amount approved by the GM in their sole, absolute and unfettered discretion and can never be greater than 125% AMR

9. The operating subsidy must be used for the operations of 272 Caroline St. S. Housing Co-op.

10. The operating subsidy will be increased annually by the rate of inflation for the prior year.

11. An audited financial statement must be prepared annually, approved by the board and submitted annually to the City of Hamilton five months following the end of its fiscal year.

12. Payments will be reconciled annually in a format acceptable to the GM of Healthy and Safe Communities.

13. 272 Caroline St. S. may request to retain any unused funds subject to a review and decision at the sole discretion of the GM of Healthy and Safe Communities.

14. 272 Caroline St South Housing Cooperative Inc. must maintain the property, building, all mechanical systems and all units in a state of good repair in accordance with the City of Hamilton property Standards By-law, and to satisfaction of the GM in their absolute, sole and unfettered discretion.