

Ontario Aboriginal Housing Services

First Nation, Inuit, Métis Urban & Rural Housing Programs 2014/20 Guidelines

FIMUR 2014/20

Investments in Affordable Housing for Ontario

*FIMUR 2014/20 Housing
Program Guidelines*

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Section 1: Introduction to the FIMUR 2014/20 Housing Programs

1.1 Investment in Affordable Housing (IAH) for Ontario Overview

The Investment in Affordable Housing for Ontario program (IAH) (2014 Extension) will provide approximately \$800 million in federal and provincial funding for the creation and repair of affordable housing over six years.

Key Objectives:

Improve access to affordable housing that is safe, sound, suitable, and sustainable for off-reserve Aboriginal households across Ontario, outside of the Greater Toronto Area (GTA) by:

- Providing increased flexibility, to potential Aboriginal housing providers and other housing partners, and
- Offering funding for an array of housing components that address housing needs across the housing continuum.

OAHS will be provided with a six-year (2014/15 to 2019/20) notional funding allocation totalling \$33,053,600.00 commencing on or about September 15, 2014.

1.2 The Provincial Off-Reserve Aboriginal Housing Trust Engagement Process

The provincial Off-Reserve Aboriginal Housing Trust (OAHT) engagement process was led in partnership by the Ontario Federation Indigenous Friendship Centre (OFIFC), Métis Nation of Ontario (MNO) and Ontario Native Women's Association (ONWA) from April to August 2008 across the province, with the exception of the Greater Toronto Area (GTA).

The purpose of the provincial OAHT engagement process was to gather information on the specific housing needs, priorities and issues of First Nation, Inuit and Métis people living off-reserve in urban and rural areas across the province; and to provide recommendations to Ministry of Municipal Affairs and Housing (MMAH) on the design of an affordable off-reserve Aboriginal housing program utilizing the OAHT Funds.

The provincial OAHT engagement process culminated in the valuable input of more than 750 predominantly First Nation, Inuit, and Métis individuals who share a concern about the current housing situation of Aboriginal people living in urban and rural off-reserve communities across Ontario.

1.3 The Ontario Off-Reserve Aboriginal Housing Trust Report

Subsequent to the provincial OAHT engagement process, the OFIFC, MNO and ONWA prepared the Ontario Off-Reserve Aboriginal Housing Trust (OAHT) Report which identified the specific housing needs, priorities and issues of Aboriginal people living off-reserve living in urban and rural areas in Ontario as identified in the engagement process

The Ontario OAHT Report further indicated that the housing program under the OAHT should be designed, delivered, and administered by and for Aboriginal people living off-reserve in urban and rural communities across Ontario using existing capacity in the form of a provincial Aboriginal delivery model.

Ontario Aboriginal Housing Services (OAHS) encapsulates the scope of key characteristics recommended by engagement participants for a provincial Aboriginal delivery model, as it has the Board representation, mandate, existing experience, capacity, expertise, accountability, asset base

and scale to ensure that recommendations concerning the program design and delivery of housing under the OAHT can be effectively implemented and addressed without the need for substantive capacity building at a provincial level.

The Ontario OAHT Report also recommended that the target population for housing delivered under the OAHT is Aboriginal individuals or families with low- to moderate-income, or those in core housing need.

The objectives and goals for the FIMUR 2014/20 housing programs flow from the recommendations of the Ontario Off-Reserve Aboriginal Housing Trust Report, coupled with the requirements of the Federal/Provincial agreement.

The report can be viewed in its entirety at: <http://www.ontarioaboriginalhousing.ca/>

1.4 Program Administrator: Ontario Aboriginal Housing Services

The mandate of Ontario Aboriginal Housing Services (OAHS) is to provide safe and affordable housing services to urban and rural Aboriginal people in the province of Ontario. These services are provided by employing the talent, skills and experience of the Aboriginal community to cost-effectively deliver and administer housing programs and utilize any savings realized within the sector to provide additional housing units or repair programs.

OAHS was incorporated on September 1, 1994. The OAHS Board of Directors is currently comprised as follows:

- Two (2) Directors from the Ontario Federation of Indian Friendship Centres;
- Two (2) Directors from the Ontario Native Women's Association; and
- Two (2) Directors from the Métis Nation of Ontario.

OAHS administration operates from 500 Bay Street, Sault Ste Marie, ON P6A 1X5. The Corporation and its management operate within the guidelines not only of its legal contracts, but within the policies established by the Board of Directors for Personnel and Financial management. The Board of Directors of OAHS has implemented an Audit Committee to be the link between the external Auditor and the Board. An independent audit is performed annually.

1.5 FIMUR 2014/20 Housing Program Goals and Objectives

1.5.1 Goal

To help address housing needs of urban and rural Aboriginal people in Ontario living off-reserve, designed and delivered based on community engagement processes. This program is intended to honour the recommendations of those engagements.

1.5.2 Objectives of the FIMUR 2014/20 Housing Program:

- To deliver a housing program that is designed, delivered and administered by and for Aboriginal people living off-reserve in urban and rural communities across Ontario excluding the GTA, using existing infrastructure and expertise.
- To ensure that the design, delivery and administration of off-reserve Aboriginal housing under the program is fully accountable by using mechanisms to guarantee fair, open and transparent processes, including an evaluation process that measures the successes of the program in meeting the off-reserve housing needs of Aboriginal people living in urban and rural areas in Ontario excluding the GTA.

- To reduce or remove barriers in order to enable an accessible, fair and inclusive process.
- To deliver three types of housing programs; affordable rental housing including supportive and transitional housing, assisted homeownership, and a homeowner repair program.
- To deliver a housing program that is designed with the goal of long-term sustainability, including the provision of units that are high quality, energy efficient and low maintenance, using materials that are highly durable and resilient in the construction of the housing.
- To target Aboriginal individuals or families with low to moderate income that have household income at or below the 60th percentile income level.
- To give priority consideration to the housing needs that were identified in the OAHT engagement process; the distinct housing needs of First Nation, Inuit and Métis people living in off-reserve urban and rural communities; and the demonstrated needs of specific communities and regions across the province.
- That the FIMUR 2014/20 Housing Programs be culturally-appropriate and reflective of the specific values, needs and cultures of First Nation, Inuit and Métis people and the local Aboriginal community members who will live in the housing.
- That the FIMUR 2014/20 Housing Programs reduce existing barriers and build capacity within the off-reserve Aboriginal community across the province by allowing for:
 - ✓ flexibility and eligibility of housing projects to stack/ leverage funds from other potential programs or resources;
 - ✓ assets to be retained within the off-reserve Aboriginal community, and
 - ✓ the development of housing as an opportunity to create employment and training initiatives in housing-related trades, to increase the skilled Aboriginal workforce in Ontario and to generate opportunities, resources and employment for Aboriginal businesses and workforce.
- That OAHS, with the support of MMAH, assist off-reserve Aboriginal organizations in capacity building initiatives to ensure the long-term sustainability and viability of housing delivered under the FIMUR 2014/20 housing programs, including the development of relationships with municipalities, Service Managers, District Social Service Administration Boards and other relevant ministries and financial/lending institutions, as appropriate.
- To articulate and address the priorities and special housing needs of Aboriginal people living off-reserve in urban and rural areas of Ontario;
- To be fair, accountable, and transparent;
- To enhance the supply and quality of culturally appropriate, affordable housing available to the off-reserve urban and rural Aboriginal communities in the province of Ontario excluding the Greater Toronto Area (GTA);
- To utilize the talent, skills and experience of the Aboriginal community to the greatest extent possible in the allocation, delivery, construction and long-term management of the program, utilizing training opportunities;
- To allow for flexibility according to need;

- To respond to community need, allowing the Housing Provider to determine their mix of units; and
- To provide new home ownership and repair opportunities.

1.6 Transparency

The OAHS Board of Directors is accountable for the performance of OAHS in its delivery of FIMUR 2014/20 Programs. This means that the Board ensures that OAHS meets its obligations as outlined in the FIMUR 2014/20 Housing Program Administration Agreement with the Province of Ontario.

1.7 FIMUR 2014/20 Program Overview

FIMUR 2014/20 Housing Programs are designed to meet the housing needs of Aboriginal individuals and families living off-reserve in urban and rural communities in Ontario, excluding the GTA. The FIMUR 2014/20 Housing Program is not intended to support ongoing operational funding for existing housing stock, rent subsidies, property management, or support service costs.

Overall funding for the FIMUR 2014/20 Housing Program is \$33,053,600 over a six-year period (2014/15 to 2019/20) commencing August 11, 2014. Due to federal and provincial budget rules, allocations are provided on a 'use it or lose it' basis. Allocations will have to be committed by December 31st of each year or funds will be re-allocated to other Service Managers. Commitment deadlines for recipients will be determined by OAHS and included in contribution or other such Agreements.

1.8 Distribution of FIMUR 2014/20 Housing Program Funds

FIMUR 2014/20 Housing Program funds will be allocated for the three program components as follows:

FIMUR 2014/20	IRC & Affordable Rental Including supportive and transitional	Assisted Home Ownership	Repair Program
Year 1 - 2014/2015	\$2,250,000	\$250,000	\$557,495
Year 2 - 2015/2016	\$4,050,000	\$875,000	\$1,189,898
Year 3 - 2016/2017	\$4,050,000	\$875,000	\$1,189,898
Year 4 - 2017/2018	\$4,050,000	\$875,000	\$1,189,898
Year 5 - 2018/2019	\$4,050,000	\$875,000	\$1,189,898
Year 6 - 2019/2020	\$2,250,000	\$250,000	\$557,495

1.9 FIMUR 2014/20 Housing Program Provincial Funding Allocation Model

The FIMUR 2014/20 Housing Program funding, inclusive of all components, will be allocated as follows:

\$20,700,000 is allocated to long-term rental including supportive and transitional housing

\$ 4,000,000 is allocated to assisted homeownership

\$ 5,874,580 is allocated to homeowner repair

Should the allocation for one component not be expended within the required reporting period, wherein demand exists in any of the remaining components, the unused balance will be reallocated for that purpose.

To cover administration over the program's life which, in its entirety, will extend beyond 20 years, 7.5% is allocated. This will ensure both long-term accountability and oversight of the housing units developed for Aboriginal people living off-reserve across the Province of Ontario, outside of the GTA.

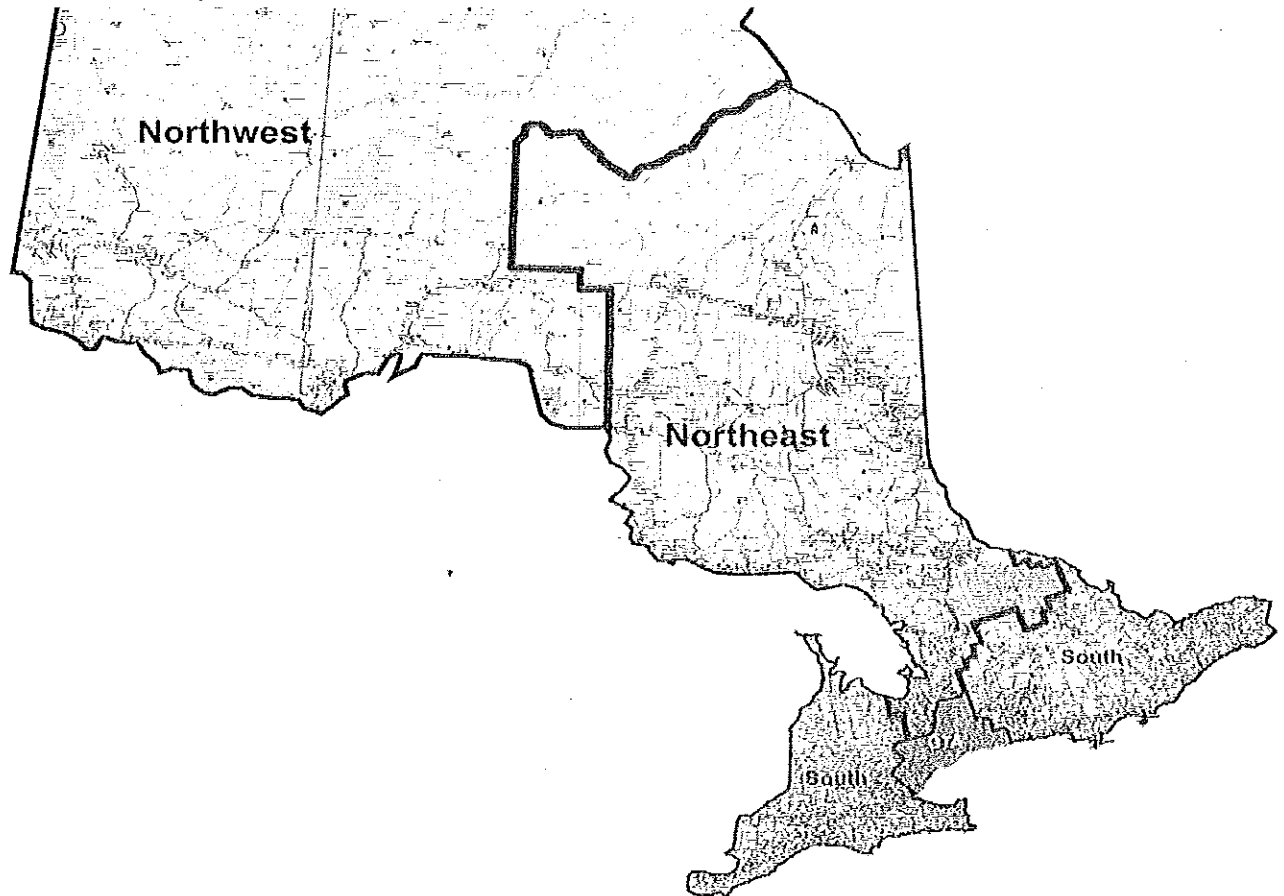
Geographic Area of Delivery

Northwest: From Wawa, White River, and Longlac in the east, to the Manitoba border and all that territory above the Albany River to Hudson Bay.

Northeast: From Wawa, Dubreuilville, Hornepayne and Calstock in the west to the Quebec border, including Moosonee and Moose Factory to the north, and Manitoulin Island in the south; to the southern boundaries of Bruce, Grey, Simcoe, Muskoka, Haliburton, Nipissing and Renfrew.

Southern: The remainder of Ontario excluding the Greater Toronto Area of Halton, Peel, York, Durham, and Toronto regions.

Regional Map



2.1 Description

For many renters who can qualify for a mortgage, saving enough money to cover the required down payment and closing costs is a major barrier to homeownership. Eligible applicants to the program are Aboriginal people who are looking to purchase their primary residence off-reserve in Ontario. People who are First Nations (Status or Non-Status), Métis, or Inuit are eligible through self-declaration.

The Assisted Homeownership component provides down payment and home purchase assistance for primary residences to those individuals and/or families that qualify for a mortgage and do not own a home or have interest in any real estate or those who are no longer able or entitled to reside in a home they currently own. It is not limited to first time home-buyers.

Priority will be given, as applications are received, to those applicants who are currently residing in social housing, and families escaping situations of violence.

To be eligible the applicant's total household income cannot exceed the most recent year's 60th income percentile. Applicants that have appointed a Power of Attorney or have been appointed a Guardian/Trustee of their personal finances and assets in accordance with the Substitute Decisions Act, 1992, may be eligible if all other eligibility criteria are met. Appropriate documentation may be requested. Application for preliminary approval will be considered on a first-come, first-served basis.

The assistance is in the form of a forgivable loan which does not have to be repaid provided the successful recipient adheres to the conditions of the program for a period of ten years. The maximum forgivable loan available is \$30,000 per household.

The Assisted Homeownership program provides a maximum forgivable loan (including a maximum of 15% of purchase price as a down payment) of up to \$30,000, allowing for the following eligible costs:

- Legal costs (including fees and disbursement)
- Land transfer costs
- Home building inspection/approval
- Costs associated with testing of water and septic systems
- Building Appraisal Report
- Eco-energy assessment
- Title Insurance

Stacking

- ◊ FIMUR Assisted Homeownership Funds may not be combined with FIMUR Homeowner Repair funds
- ◊ No Funds under the Program may be applied to units that have received previous Affordable Housing Program (2005), Affordable Housing Program Extension (2009), FIMUR 12/15 or any other Investment in Affordable Housing program funding under any capital component (Rental and Supportive, New Rental Housing, Homeownership, Northern Repair Ontario Renovates).

Applications that are on the waiting list for the previous FIMUR assisted homeownership will be included and new applications will be processed as they are received, until the fund is expended.

All successful applicants who give personal information to OAHS shall be required to consent to the release of that information to MMAH.

2.2 FIMUR 2014/20 Homeownership Goal

To help address housing needs for Aboriginal people in Ontario living off-reserve in urban and rural areas, designed and delivered based on community engagement processes, to move from rental to ownership tenure, off-reserve.

2.3 Specific Objectives of the FIMUR 2014/20 Homeownership Program:

- To allocate funding through a forgivable loan, secured by a Secured Promissory Note (SPN)
- To reduce or remove barriers in order to enable an accessible, fair, and inclusive transition to ownership tenure.
- To deliver a Homeownership program that is designed with the goal of long-term economic development through equity build up and the reduction of conventional mortgage debt.
- To target Aboriginal individuals or families with low- to moderate-income, or those in core need.
- To give preference to the priority housing needs that were identified in the OAHT engagement process.
- To enhance the supply of culturally appropriate, affordable housing available to the off-reserve urban and rural Aboriginal communities in the province of Ontario *excluding the Greater Toronto Area (GTA)* by moving families to Homeownership tenure; and
- To allow for flexibility according to need.

2.4 Mandatory Criteria

- (a) Applicant(s) who self-identify as Aboriginal individuals or family, residing in Ontario and intending to purchase outside of the GTA
- Must hold Canadian citizenship (provide proof of citizenship with application)
 - Must be 18 years of age or older
 - Total gross household income cannot exceed the most recent year's 60th income percentile
 - Must be able to qualify for and obtain a mortgage, line of credit, or private mortgage (OAHS reserves the right to review the terms and conditions of any first place financing and decline funding of OAHS' forgivable loan at OAHS' sole discretion).
 - Priority will be given to those who are currently residing in social housing, and families escaping situations of violence
 - the forgivable portion must be registered on title in second place
 - Must be applying for primary residence
 - Do not own a home, or are not able to reside in a home they currently own
 - Do not have any interest in any real estate
- (b) Eligible types of homes
- Newly constructed homes with new home warranty (deposits on new builds will not be funded and must be completed within a reasonable timeframe at the discretion of OAHS)
 - Condominiums
 - Resale homes with an acceptable home inspection
 - Conversions from non-residential use, that feature a new home warranty
 - Mobile homes on owned land
 - Not exceeding the maximum house price for their geographic area (Appendix C)
- (c) Ineligible types of homes
- On leased or rented land
 - Homes located inside the GTA

- Equity co-ops or co-ownership housing
- Homes located in life-lease communities
- Properties with density in excess of a single accessory unit

2.5 Evaluation Criteria

Individuals will be evaluated on a first-come, first-served basis, against the mandatory criteria in 2.3, and targeted to the priority groups.

2.6 Evaluation and Approval Process

The approval process begins once your fully completed FIMUR 2014/20 application form has been submitted and verification of that information has been done. During this verification time, OAHS will notify applicants about their eligibility status for the program. An evaluation of the gathered information will be completed by OAHS and a recommendation will be made to the Executive Director or designate who will either accept or deny the application. Successful applicants will be notified by OAHS.

Based on this approval the applicant will be required to seek and provide evidence of mortgage pre-approval prior to the transfer of any funds. All requirements must be met within 60 days including unconditional offer to purchase, unless an extension has been allowed by OAHS. i.e. delayed closing.

2.7 Transfer of Funds

OAHS will enter into an Conditional Letter of Commitment with each approved Aboriginal Household prior to advancing funds and will ensure that the terms of the agreement include a requirement to enter into a secured promissory note with OAHS in second position to the mortgagor, outlining the program requirements prior to the transfer of any funds.

No funds will be transferred until OAHS has reviewed or received evidence of the following:

- A copy of an inspection report, including pictures, identifying that the home has been professionally inspected and required repairs are not significant;
- An independent appraisal, to the sole discretion of OAHS, where the sale is private;
- an authorized bank approval form as evidence of first mortgage, line of credit or private mortgage approval;
- A copy of an accepted offer of Purchase and Sale conditional upon adequate financing;
- Evidence of Insurability;
- Postponement or discharge of other security interests such that OAHS will be in second place; and
- Other documentation that may be required by OAHS.

The funds will be advanced to the applicant's solicitor to be held in trust pending completion of the transaction.

No funds will be paid from trust to any parties other than those specified in the Conditional Letter of Commitment as authorized on the solicitor's statement of adjustments.

First time homeowner applicants are reminded to ensure their legal representative applies for the Land Transfer Tax Refund (exemption) at the time of purchase.

<http://www.rev.gov.on.ca/english/refund/newhome>

2.8 Terms and Conditions for Forgiveness

A Secured Promissory Note (SPN) will be required in the full value of the forgivable loan approved. The SPN will be registered on the title of the property, second to the mortgage provider. The Secured Promissory Note shall include that OAHS will require a First Right of Refusal on the Property registered against title.

Loan forgiveness is earned over a ten year period as outlined in the SPN.

The entire unearned principle sum shall become payable if:

- a) the home owner (debtor) sells the property;
- b) the home owner (debtor) ceases to occupy the property as a primary residence;
- c) OAHS determines that any portion of the advance loan was not used for its intended purpose as outlined in the Conditional Letter of Commitment; or
- d) the home owner (debtor) defaults on the first mortgage, line of credit or private mortgage and the financial institution proceeds with foreclosure or power of sale.

In any or all of the above cases OAHS shall have the right to consider and/or exercise its Right of First Refusal as outlined in the SPN. The rationale for the right of first refusal is to ensure that to the greatest extent the benefit of the program funds remains in the control of the Aboriginal community.

Successful applicants may be required as directed by OAHS to provide evidence from time-to-time that they are utilizing the property as a primary residence.

Section 3: Program 2 Rental Housing Component

(Income-Rent-Calculation, Affordable Rental Units, Supportive & Transitional Housing)

The FIMUR 2014/20 fund is intended to target gaps where significant demonstrated need has been identified, but provision of Aboriginal housing through previous programs has not taken place, or there is data to support a serious shortage. In addition, communities have been identified where Aboriginal renter households are identified with incomes at or below the 60th percentile that did not get FIMUR rental allocations.

To encourage economical use of all resources including land acquired or optioned during previous programs, additional units may be built on existing serviced land that is suitably zoned.

The Rental Housing component will increase the supply of rental housing for households on (or eligible to be on) the OAHS Central Applicant Registry (CAR) having a positive impact on social housing wait lists.

3.1 Description

Affordable Rental Units

- are those that have a maximum rent based on 80% of the average market rent (AMR) for the community.

Income-Rent-Calculation (IRC)

- IRC housing consists of units in a housing project that will be occupied by Aboriginal households who qualify for IRC assistance. The FIMUR Housing Program requires that rent be in a range between 25% of total household income and 80% of the most recent year's Average Market Rents. A project can contain a mix of both IRC and affordable rental units, to be determined by the Housing Provider to meet the need of the community and make the program/project viable.

Transitional Housing

- is intended to offer a supportive living environment and tools and opportunities for social and skills development. Transitional housing is conceptualized as an intermediate step between an emergency crisis shelter and permanent housing. It is more long-term, service-intensive, and private than emergency shelters, yet remains time-limited to stays of three months to three years. It is meant to provide a safe, supportive environment where residents can overcome trauma, begin to rebuild their support networks, and rebuild their lives, and move towards independence. Program models can range from medical treatment, healing modalities, counselling, to community economic development.

Transitional Housing can range from service-intensive programs with rigorous expectations of residents ("high-demand" programs) to programs with flexible requirements and optional services ("low-demand").

Some examples of populations served by transitional housing are:

- Individuals and families escaping violence
- Individuals and families leaving the emergency shelter system
- Individuals released from institutions/correctional facilities
- Individuals suffering from, or recovering from addictions
- Individuals suffering from, or recovering from poor mental health

- Individuals and families who are relocating to the city from a rural or remote community
- Individuals recently unemployed in communities experiencing economic decline
- Individuals and families who relocate to the city to access medical care
- Families of inmates
- Youth who are involved or have been involved with Children's Aid Society (CAS).
- Families in mediation
- College/University or High School students who are relocating to the city from a rural or remote community; and
- Individuals and their families relocating to access apprenticeships

Supportive Housing

- Provides permanent housing for Aboriginal people who need essential support services to live independently in the long term. Supportive housing can be for individuals or families that require emergency or support services. Supportive housing can take many different forms including but not limited to the provision of attendant health care, counselling for Aboriginal women and children escaping a violent environment, Aboriginal men seeking counselling for drug/alcohol abuse, and Elders requiring special support services. If a Housing Provider is interested in developing a supportive housing project requiring annualized or grant type funding, the group will need to work closely with a support service agency; or if a level of government, with the government agency providing funding. Funding for the supportive housing operations are not funded by the FIMUR Housing Program.
- Physically accessible unit allocations that have been modified for physically challenged residents are not recognized as supportive housing unless there is a supportive component attached (e.g. quadriplegic persons requiring assistance to perform everyday tasks such as meal preparation, physiotherapy, personal hygiene, and any other requirements of support this tenant may not be able to perform).
- Supportive units may be either integrated into a project or dedicated to a single project. Groups will want to ensure that multi-year funding commitments and partnership agreements or arrangements are their first priority.
- Housing with support services include, but are not limited to, youth programming, support services for victims of violence, substance abuse/addictions treatment, parenting programming/workshops, life skills workshops, legal Services, housing and homelessness programming, home care, health care, employment skills training, counselling, community supports, child care, budget/credit counselling, and advocacy.
- Supportive Housing may be provided for the following:
 - Independent living units with support services for seniors and elders
 - Assisted home living
 - Individuals with mental illness
 - Individuals with Fetal Alcohol Spectrum Disorder (FASD)
 - Individuals with chronic illness or those who are in need of ongoing medical services.
 - Youth at-risk (including at-risk of homelessness)
 - Teenage parents
 - Individuals and families escaping violence or leaving the emergency shelter system
 - Individuals and families released from institutions/correctional facilities
 - Individuals and families with addictions

- Individuals and families who are at-risk of homelessness
- Youth who are involved or have been involved with Children's Aid Society (CAS)
- other services that are deemed important by the community

3.2 Mandatory Criteria

All Housing Providers under the FIMUR 2014/20 Rental Housing Program must:

- be a non-profit Aboriginal organization or a partnership between a non-profit Aboriginal organization and non-Aboriginal organization wherein the Aboriginal Organization holds title on the property;
- be incorporated (or in the process of) in Ontario or incorporated under the Canada Business Corporations Act with a head office, corporate office, and operations that are primarily in Ontario and all may not be on a reserve;
- be in off-reserve urban or rural areas of Ontario outside the GTA;
- must permit OAHS to register required security in first place on title at the time of land acquisition;
- must permit OAHS to register under the Personal Property Security Act;
- provide housing for self-identifying First Nation, Métis or Inuit people who will not reside on a reserve;
- demonstrate the funded units will be affordable for a minimum of 20 years;
- be planning to utilize the FIMUR 2014/20 program to house First Nation, Métis or Inuit households;
- commit to provide housing for Aboriginal families and/or individuals, without priority given to members of any organization, First Nation, Métis or Inuit organization, or tribal affiliation unless otherwise provided for specifically under the program;
- give priority to families escaping violence; and
- propose a development that corresponds to the goal and objectives of program, including eligible types of development.

Eligible types of development are:

- ✓ New construction, including additions and extensions that result in units
- ✓ Renovation and rehabilitation
- ✓ Additions to existing stock of all types
- ✓ Acquisition of rental buildings and where required, rehabilitation of developments that are in danger of being lost to the rental housing stock
- ✓ Conversion of non-residential buildings or units to purpose-built rental buildings/units
- ✓ Construction of new rental housing on existing properties held by an Aboriginal Non-profit provided that the appropriate consent is acquired. In order to make effective use of funds, stacking may be used for the provision of additional units for FIMUR or previously developed properties.

Developments that are not eligible include:

- ✓ secondary suites in owner-occupied housing
- ✓ social housing that receives ongoing federal subsidies
- ✓ owner-occupied housing
- ✓ any combination of funds under the program for the same units

Stacking

- ◊ No Funds under the Program may be applied to units that have received previous IAH, FIMUR 12/15, Affordable Housing Program (2005) or Affordable Housing Program Extension (2009) funding under any capital component (Rental and Supportive, New Rental Housing, Homeownership, Northern Repair Ontario Renovates).

- ◊ No Funds under the Program may be combined with Off-Reserve Aboriginal Housing (Trust) Program funding for the same units.
- ◊ No Funds under the Program may be applied to units or tenants subject to social housing programs under the Housing Services Act, 2011 for the same units.
- ◊ No Funds under the Program may be applied to units or tenants subject to the Rural and Native Housing Program or any phase of the GTA Aboriginal Housing Program for the same units.
- ◊ FIMUR Rental Housing Module Funds may not be combined with FIMUR Homeowner Repair Module Funds for the same units.
- ◊ No Funds under the Program may be applied to units that have received other IAH Program funding except Rent Supplement and Housing Allowance provided by a Service Manager for the same units.

For acquisitions, renovations and/or rehabilitations, existing tenants cannot be displaced for the purposes of this program.

In addition, the Board of Directors of the Aboriginal organization(s) involved must be comprised of a majority of Aboriginal Directors. Housing Providers comprised of partnerships with non-Aboriginal organizations will be required to demonstrate that the Aboriginal organization is the project lead and holds the majority for decision making purposes, either by agreement or by Board resolutions provided at the time of application.

A non-Aboriginal organization would be required to transfer control of the asset (property) to the Aboriginal organization partner.

Housing Providers are accountable to the Aboriginal community by having a Board of Directors selected by, and from, the Aboriginal community. The hiring policies should demonstrate the utilization of the talent, skills, and experience of the Aboriginal community.

3.3 Summary

Project delivery under FIMUR 2014/20 includes options to construct new housing stock, acquire existing residential or non-residential buildings for repair/conversion to re-use as affordable housing, or to purchase new housing. Existing tenants cannot be displaced for the purposes of this program.

Units must be modest in size and amenities relative to other housing in the community. It is expected that units be self-contained to receive full funding per unit, based on a cost analysis, unless a rationale is provided.

The maximum capital contribution under the FIMUR 2014/20 Housing Program is up to \$170,000 per unit. It is expected that any project requiring more than \$150,000 will be required to demonstrate higher costs or deeper affordability. Allocation under the FIMUR 2014/20 Housing Program is flexible and will be determined by evaluating each project on its own merit to allow for consideration of actual cost, contingent on several key variables including (but not limited to):

- Cost effective program delivery approach;
- Community/geographical area,
- Location,
- Size of the unit(s),
- Cost of construction,
- Cost of land, and
- Special needs that impact the design of the unit (i.e. accessibility requirements, accommodating large and extended families).

Housing Providers are strongly encouraged to consider all opportunities that will assist in the cost effective delivery of projects to ensure maximum possible unit delivery.

All agreements will outline encumbrances to be placed on the land, building and provided capital to ensure that the developed assets under the program are retained within the off-reserve Aboriginal community. The project capital will not have a repayment provision provided that conditions are met over the period of the agreement. Equity build up will be created by forgiveness over the 20 year affordability term of the encumbrance as well as through any potential capital appreciation.

The rate of forgiveness has been established based on the following schedule:

- 3% for each of the first five years
- 4% for each of the next five years
- 5% for each of the next five years
- 8% for each of the remaining five years

Phase-out Period

Once projects are occupied, annual reports are required on rent levels and are required to demonstrate program compliance. In mixed-use projects, only FIMUR 2014/20 units are considered.

Failure to operate the project under the terms and conditions outlined or failure to maintain affordable levels of rent throughout the grant term will result in forfeiture of grant forgiveness and the loan may have to be repaid.

Throughout the 20-year affordability period, annual rent increases are allowed in accordance with the Residential Tenancy Act rent increase guideline or successor legislation or IRC lease agreement. The rent for any occupied FIMUR 2014/20 unit must remain at or below 80 percent of the Average Market Rent (AMR or is subsidized). In mixed-use projects FIMUR 2014/20 units must remain at or below 80 percent of AMR unless subsidized.

<http://www.mah.gov.on.ca/Page137.aspx>

3.4 Submission Process

Allocations for each year are required to be committed by December 31st of each fiscal year. Program commitment is defined as entering into a Partnership Agreement. The start of construction for rental housing developments is required to be within 60 days of the date of the approved development's Partnership Agreement.

Funding for Rental Housing developments will be based on the following initial requirements:

- project viability
- construction-readiness for rental developments
- urgency of housing need
- availability of funding.

Review Process Criteria

All applications for development must:

- Meet priorities identified in FIMUR 2014/20 guidelines, and applicable proposal calls
- 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 Partnership Agreement (PA) within 30 days of OAHS and Ministerial approval
- Start construction within 60 days after signing a Partnership Agreement.
- Be financially viable from a construction and operating cost perspective – based on OAHS confirmation
- Be able to meet the 20-year affordability requirement
- Meet the current Ontario Building Code and Canadian Environment Assessment Act (CEAA) requirements
<http://www.ceaa.gc.ca/default.asp?lang=En&n=F11DF725-1>
<http://www.mah.gov.on.ca/Page7393.aspx>
- Have rents that on average for the development are at or below 80% of the Average Market Rent (AMR) for the community
- Have identification of support services, if required
- Address local housing needs and target tenant groups under the program
- Have an occupancy plan in place to ensure that units will be occupied in a timely manner

Developments are encouraged to:

- Have energy efficiency features
- Be fully accessible and/or have units that are accessible to persons with disabilities
- Have support service funding identified, if required
- Use apprentices in the construction of projects

Approval Process

Developed proposals that are received will be reviewed by the FIMUR 2014/20 program Staff at OAHS who will examine for eligibility and completeness. The independent Proposal Review Committee will then scrutinize and evaluate any Proposals for recommendation to the Board of Directors who make the final decision.

Development approval will be based on construction readiness, ability to meet the program's eligibility criteria, and alignment with the OAHS PDFP.

Once approved by the Board and final (Ministerial) approval is received a development will receive a Conditional Letter of Commitment (CLC) from the Minister, which confirms development approval and outlines the steps to take prior to signing a Partnership Agreement (PA) with OAHS.

The PA describes legal obligations and reporting requirements for the development. Funds may be advanced once a PA is signed.

Section 4: Program 3 - Homeowner Repair

4.1 Description

The Homeowner Repair program will assist low to moderate-income Aboriginal homeowner households' repair their homes to bring them to acceptable standards by;

- improving and preserving the quality of affordable housing through the renovation, rehabilitation and repair of existing affordable ownership for low-income Aboriginal households;
- repairing their home to bring to acceptable standards while improving the energy-efficiency of the unit, which includes energy audits;
- fostering safe, independent living by supporting modifications and renovations to affordable housing that provide accommodations for seniors and persons with disabilities;
- providing assistance in existing single family homes with the objective of reducing or eliminating overcrowding and/or providing culturally appropriate space for extended family members; and
- responding to emergency repair(s) subject to existing waitlists and available funding resources.

4.2 Program Priorities

- Emergency need
- Health and Safety
- Accessibility
- Energy Efficiency
- Homeowners at or below the poverty level as described by the Canadian Council on Social Development www.ccsd.ca/factsheets

4.3 Eligibility Criteria

Eligible households must:

- Have a household income at or below the most recent year's 60th income percentile, and
- Own a home off-reserve that is their sole residence.
- Be Aboriginal people who are First Nations (Status or Non-Status), Métis, or Inuit (eligible through self-declaration).

Stacking

- ◊ FIMUR Assisted Homeownership Funds **may not be** combined with FIMUR Homeowner Repair funds
- ◊ No Funds under the Program may be applied to units that have received previous Affordable Housing Program (2005) or Affordable Housing Program Extension (2009) funding under any capital component (Rental and Supportive, New Rental Housing, Homeownership, Northern Repair Ontario Renovates).

Applicants that have appointed a Power of Attorney or have been appointed a Guardian/Trustee of their personal finances and assets in accordance with the Substitute Decisions Act, 1992, may be eligible if all other eligibility criteria are met. Appropriate documentation may be requested.

Duplexes are eligible provided the owner resides in one of the units as their sole residence. Secondary residences are not eligible.

4.4 Eligible Activities and Costs

Eligible repairs for the Homeowner Repair Program may include major repairs and rehabilitation to the following:

- structural
- electrical
- plumbing
- heating
- fire safety
- Air quality and mold remediation
- septic systems, well water and well drilling
- remediation for an overcrowded dwelling
- modifications to increase accessibility (barrier free)

Energy Efficiency

To respect the environment and to realize savings that will improve housing affordability over the long term, the Homeowner Repair program component encourages the use of energy-saving products or systems for the required repairs to housing. Examples include:

- window replacement using double pane, low E Argon windows
- roof replacement using attic insulation to a minimum of R40
- furnace replacement with an ENERGY STAR qualified furnace with a brushless DC motor
- toilet replacement with a low-flush or dual-flush toilet rated at 6 litres per flush or less
- replacement of water heater with an ENERGY STAR qualified instantaneous water heater

Other eligible costs also include labour and applicable taxes, building permits, legal fees, certificates, appraisal fees, inspection fees, drawing and specification and any other costs that OAHS deems reasonable and that are agreed to by the Ministry.

Repairs must commence within 60 days of project approval. Extensions may be allowed. i.e. when inspections cause a delay

* Repairs undertaken prior to approval are not eligible for funding

4.5 Summary

OAHS must provide a signed Letter of Agreement to each homeowner outlining the scope of work, funding commitment and roles and responsibilities of both the homeowners and OAHS.

- The maximum forgivable loan is \$25,000 and will be secured by a mortgage registered on title.

Funding is provided in the form of a forgivable loan to the home owners based on the cost of approved work items. The period of forgiveness for Home Repair projects is 10 years which begins on the date of repair completion.

If any of the following situations occur, the Homeowner is considered to be in default and any outstanding loan amount must be repaid, on demand, in full if:

- The home owner ceases to occupy the unit as a sole residence;
- Misrepresentation occurs related to eligibility for the program;
- Terms and conditions in the charge/mortgage are not fulfilled on an ongoing basis; and/or
- The funding is used for other purposes.

OAHS is responsible for project selection, monitoring progress, the quality of work and for the advancement of funds. Proof is required that property taxes and mortgage payments are up-to-date and insurance coverage is for the full value of the home.

Section 5 Priority & Planning

Program Delivery and Fiscal Plan

OAHS will develop and submit Program Delivery and Fiscal Plans (PDFP) for years 1 to 6 that will outline how annual funding allocations will be used over the six-year life of the program. They will be Board-approved and submitted to MMAH for approval prior to receiving FIMUR 2014/20 funding.

The PDFP will be a concise document that identifies:

- the FIMUR 2014/20 components that OAHS will deliver in each year of the program
- the number of units that are expected to be developed under the selected components in each year of the program
- the number of households that are expected to be assisted under the selected components in each year of the program
- the client groups that will be targeted under the selected components
- the amount of funding from each year's funding allocation that will be used for the selected components
- the amount of funding projected to be committed quarterly under the selected components
- the amount of funding from each year's funding allocation that will be used for administration fees

The PDFP will also confirm OAHS's commitment to using the total notional funding allocation over the life of the program. The ministry will be using the PDFPs to track OAHS's progress against the allocation and will use this information to report back on outcomes to the province and Canada Mortgage and Housing Corporation (CMHC).

OAHS will recommend project proposals and/or confirm household take-up for each fiscal year to the ministry based on their PDFP.

OAHS is required to update the PDFPs on a quarterly basis. Updates will include OAHS's progress against the annual funding allocation and planned commitments.

Section 6: Communication

All applicants participating in the FIMUR 2014/20 will agree to adhere to the CMHC-Ontario Agreement for Investment in Affordable Housing 2011-2014 communications protocol. In addition, the OAHS FIMUR 2014/20 contacts for information will be included in all communication. All announcements, program information and news releases will be posted on the OAHS website, and provided directly to:

1. The Board of Directors,
2. OFIFC, MNO, & ONWA Housing Policy Analysts for distribution to their respective membership/communities, and
3. Existing Housing Providers.

Program Delivery will commence on or about September 2014.

Section 7.0: Definitions

60th income percentile refers to the income limits for eligibility to the assisted homeownership program, and the repair program, as issued by MMAH Ontario. The income limits may be adjusted annually by MMAH based on census data indexed to the Consumer Price Index as published by Statistics Canada from time to time or for other reasons as MMAH may determine but in any event shall not exceed the sixtieth (60th) income percentile for all households in Ontario.

Aboriginal Community is a group of Aboriginal people in Ontario who share similar beliefs, traditions, and cultural identity. These groups exist through shared political, cultural, spiritual, and/or other affiliations. Aboriginal communities include but are not limited to First Nations, Inuit and Métis people, Friendship Centres, community-based organizations (locals), political/non-political organizations, or any other collective of Aboriginal individuals who share identity regardless of geography.

Aboriginal Family/Household means

- a) An Aboriginal individual, the individual's spouse or partner and all of the children of both or either of them who are living with them,
- b) An Aboriginal individual and the individual's spouse or partner living with him or her, if neither has any children,
- c) An Aboriginal individual and the individual's children living with him or her, if the Individual has no spouse or partner, or
- d) An Aboriginal individual, if the individual has no spouse or partner and no children.

Aboriginal Person means a person who self-identifies as First Nations (Status or Non-status), Métis or Inuit.

Accessibility means identifying barriers that impede an individual's ability, and providing solutions to remove the barriers so that persons with disabilities should be able to live independently.

Affordable Homeownership:

Applicants earning no more than the most recent year's 60th income percentile for their City or Region that qualify for a mortgage, line of credit or private mortgage may be eligible to purchase a home that does not exceed average market value.

Affordable Housing means housing which is modest in terms of floor area and amenities, based on household needs and community norms, is priced at or below average market housing rents or prices for comparable Housing in a community or area, and is for the benefit of and affordable to households who are on, or eligible to be on, a waiting list for social housing, in a manner approved by MMAH. Rent levels are to be maintained at or below 80% of the average market rents for a minimum 20 year period.

Allocation refers to a method of determining the numbers of units funded in each region.

Conditional Letter of Commitment:

An agreement prepared by OAHS and entered into by approved assisted homeownership applicants outlining their requirements under the program. This may also be referred to as a "Funding Agreement".

Average Market Value is the maximum house price allowed using average resale price for the applicant's geographic area and not more than what is affordable for households at the 60th percentile of income.

Average Market Rent is the median market rent value for each immediate project location. Rents cannot exceed 80% of that market rent.

Capacity refers to the ability to perform an outcome or task. In this context, it refers to the ability of a non-profit Aboriginal Housing Provider to successfully develop, deliver and operate a housing project according to the FIMUR 2014/20 Housing Program Guidelines and Agreement.

Capital Funding/Program is funding that can only be used towards the construction, renovation, or acquisition of a housing project and does not include operational costs such as support services or ongoing repair and maintenance costs.

Core Housing Need: A household is said to be in core housing need if it is occupying housing that falls below at least one of the standards for adequacy, suitability and affordability and if the household cannot afford (without spending more than 25% of income) to pay the median rent of alternative local market housing that meets all three standards.

Culturally Appropriate Housing takes into consideration the cultural values, norms, expectancies and attitudes of a population in its design, directives, and policies. As the cultural values, norms, expectancies, and attitudes of First Nation, Inuit and Métis people vary between communities across the province, Housing Providers are asked to demonstrate in their applications the culturally appropriate measures specific to their communities that have been integrated into the design, policies, and guidelines of the housing plan.

Demonstrated Need refers to housing that meets the needs of Aboriginal people living off-reserve in a specific urban community or rural area in Ontario, as demonstrated by the potential provider using studies and other evidence-based materials such as needs assessments, environmental scans, reports and waiting lists

Direct Delivery In the areas of any region where capacity to deliver does not exist but need is present, direct delivery may be employed by OAHS, until such time as an Aboriginal Housing Provider can take over. The skills, education and experience contained in the corporation will be utilized for capacity-building and engaging the community.

Forgivable Loan is a loan that is “earned” (not repayable) over a specified period proportionally, provided the terms and conditions are met and adhered to per the Conditional Letter of Commitment. The loans are interest free.

Housing Provider means an Aboriginal non-profit corporation that has the provision of non-profit housing for Aboriginal people in the Objects of their corporation’s Letters Patent.

Identified Need refers to a specific housing need that was identified and documented in the provincial OAHT engagement process and report and other current relevant data. Housing Providers will be required to determine local needs based on analysis and local data collection, and include it with their submission.

Income of Applicant(s)

The applicant(s) income will be that of the Aboriginal Family/Household excluding children and non-occupant guarantor(s) and will be calculated by taking into consideration the following:

- Gross salaries, wages, overtime payments, commissions, bonuses, tips, gratuities, specifically excluding grants, scholarships, or bursary payments;
- In the case of Ontario Student Assistance Program (OSAP) and Post-Secondary Student Support Program (Band funding), only the living allowance portion will be considered as income

- The greater of the net income from the business or the total withdrawals from the business as personal salary of purchaser(s) household who is self-employed
- The gross amount of Employment Insurance benefits;
- The gross amount of Workers Safety Insurance Board (WSIB) payments or other industrial accident insurance payments made because of illness or disability;
- The gross amount of any Old Age Security, federal Guaranteed Income Supplement and spouse's allowance and financial assistance under the Ontario Guaranteed Annual Income System (GAINS);
- The gross amount of every kind of pension, allowance, benefit and annuity whether from a federal, provincial, or municipal government of Canada or any other country or state or from any other source;
- The gross amount of any taxable alimony, separation, maintenance and support payments;
- The gross amount of gains from investments including RRSP's as well as interest or dividends, stocks, shares, and other securities and where the actual income cannot be determined, an imputed rate of return set by the land;
- The gross interest income from savings or chequing accounts in a bank, trust company or a credit union;
- The gross amount of interest earned or payable from bonds, debentures, term deposits or investments, certificates, mortgages, capital gains, or lump sum payments or other assets;
- Any targeted family supports to provide for special needs are not considered as income
- Some tax credits may not be included in the definition of income
- Homeowners that have appointed a Power of Attorney or have been appointed a Guardian/Trustee of their personal finances and assets in accordance with the Substitute Decisions Act, 1992, may be eligible if all other eligibility criteria are met. The income of the appointee will not be considered. Appropriate documentation may be requested

Income Rent Calculation (IRC) The FIMUR 2014/20 housing program requires that rent is calculated based on 25% of total household income (but not to exceed 80% of Average Market Rents). A project can contain a mix of both IRC and affordable rental units, to be determined by the Housing Provider to meet the need of the community and make the program viable.

Letter of Agreement means an agreement that may be in the form of a letter signed by OAHS and homeowner that is approved for contributions for a Homeowner Repair Project;

Mortgage: This includes a conventional mortgage, a line of credit or a private mortgage.

Non-Profit Housing Unlike profit driven housing, non-profit housing cannot operate for profit. That is, it cannot distribute corporate income to any individual or group of individuals such as shareholders. The funds acquired by the non-profit housing corporation must stay within the corporate accounts to pay for reasonable salaries, expenses, and the activities of the corporation. Non-profit housing is created for the public's benefit often by people in the community who collaborate to provide housing for people with low and moderate incomes. The non-profit housing corporation owns the project and is responsible for planning, developing, and managing the housing over the long-term. These general principals must be included in the Housing Provider's Letters Patent, Objects, and/or By-laws of the corporation.

Partnership Agreement is a contribution agreement entered into by OAHS and an approved Housing Provider for contributions under this Program Module in the form of a forgivable capital loan, and which provides for the use and accountability of the Funds and mortgage security;

Partnerships are relationships between two or more parties (as one Housing Provider) that jointly contribute to the project, and who agree to share responsibility for its obligations as stipulated in any agreements.

Partnerships shall be considered provided that the Non-profit Aboriginal organization makes the application on behalf of the partnership and that the property and housing that is built, acquired, or renovated is owned exclusively by the Aboriginal non-profit housing corporation. For example, a proposal could be for temporary accommodations for individuals/families accessing medical care away from their home community. The use of the building could be supported by mainstream funding, but the building itself would remain an asset of the Aboriginal non-profit corporation.

Partnerships will be considered on a case by case basis.

Rental Unit includes single family dwellings, duplexes, and all forms of multiple unit apartment dwellings

Right of First Refusal A promise by the recipient under the homeowner component and repair recipient not to sell their property without first offering it to the holder of the right (OAHS) on the same terms and conditions as a third party unconditional offer to purchase. If the owner receives a bona fide offer that they want to accept, the holder of the right of first refusal (OAHS) has five business days to match that offer and buy the property. The first right of refusal expires upon the earned forgiveness period of ten years.

Scattered Unit is defined as one single detached or semi-detached residential unit.

Stacking is the layering of funding dollars through other government funded programs in relation to housing. FIMUR 2014/20 programs have been developed to allow for flexibility in layering of program funding, however some programs may have regulations against program layering. To ensure you are not in jeopardy of violating any previous program obligations, it is in your best interest to consult program Staff, or funders, as appropriate. For the rental program, the addition of new units to an existing project is not considered stacking.

Support Dollars/Funding refers to the provision of operational funding to cover the ongoing costs for support and other services required to meet the needs of tenants.

Secured Promissory Note (SPN) This is a Note secured by collateral. A typical example of a secured Promissory Note is a mortgage loan. In this case, it refers to an agreement to repay the forgivable loan under the specific terms and conditions that are set out as program requirements.

Start of Construction means the date the building permit was issued provided the actual start of construction, repair, reconstruction, rehabilitation, addition placement or other improvement is within 60 days of the permit date.

Supportive Housing provides permanent housing for Aboriginal people who need essential support services to live independently, in the long term. Supportive housing can be individuals or groups that require emergency or support services. Supportive housing can take many different forms including but not limited to the provision of attendant health care to support services i.e. counselling for Aboriginal women and children escaping a violent environment, Aboriginal men seeking counselling for drug/alcohol abuse, and Elder's requiring special support services.

Targeted: The OAHT report recommends that the allocation of funding designed and administered by the OAHS use a notional, targeted, needs-based approach, meaning that the funding be directed towards the specific types of housing required to meet the specific housing needs within the Aboriginal population.

Those needs are recorded in the report located on the following website:

http://www.ontarioaboriginalhousing.ca/index.php?option=com_content&view=article&id=99&Itemid=323

Transitional Housing is intended to offer a supportive living environment and tools and opportunities for social and skills development. Transitional housing is conceptualized as an intermediate step between emergency crisis shelter and permanent housing. It is more long-term, service-intensive, and private than emergency shelters, yet remains time-limited to stays of three months to three years. It is meant to provide a safe, supportive environment where residents can overcome trauma, begin to rebuild their support networks, and rebuild their lives, moving towards independence. Program models can range from medical treatment, healing modalities, counselling, to community economic development.

SCHEDULE "B"

PROGRAM RULES

Below are the general program rules applicable to all three Program Modules. The specific rules applicable to each individual Program Module are set out in the attached Schedules B-1, B-2 and B-3.

A. Program Module Rules

OAHS must comply with the individual Program Module rules set out in Schedules "B-1, "B-2 and "B-3".

B. Stacking

1. No Funds under the Program may be applied to units that have received previous Affordable Housing Program (2005) or Affordable Housing Program Extension (2009) or Investment in Affordable Housing (2011-2014) funding under any capital component (Rental and Supportive, New Rental Housing, Homeownership, Northern and Ontario Renovates).
2. No Funds under the Program may be combined with Off-Reserve Aboriginal Housing (Trust) Program funding for the same units.
3. No Funds under the Program may be applied to units or tenants subject to social housing programs under the Housing Services Act, 2011.
4. No Funds under the Program may be applied to units or tenants subject to the Rural and Native Housing Program or any phase of the GTA Aboriginal Housing Program.
5. FIMUR Rental Housing Module (2014) Funds may not be combined with FIMUR Homeowner Repair Module Funds (2014) for the same units.
6. FIMUR Assisted Homeownership Module (2014) Funds may not be combined with FIMUR Homeowner Repair Module (2014) Funds.
7. No Funds under the Program may be applied to units that have received other IAH Program funding except Rent Supplement and Housing Allowance provided by a Service Manager.

C. Duty to Consult

The Province has a duty to consult and accommodate Aboriginal people where it has knowledge of the potential existence of an Aboriginal right or title and contemplates conduct that might adversely impact that right or title.

The Housing Division of MMAH has established a protocol for assessing when a duty to consult may arise and with whom and when consultation may be required.

OAHS must notify MMAH if it is of the view that, or uncertain if, a proposed Program project requires consultation.

D. Environmental Assessment

Projects approved under the Rental Housing Module and Homeowner Repair Module are subject to the Canadian *Environmental Assessment Act* (CEAA). OAHS is required to check for CEAA compliance and provide confirmation to MMAH. Please refer to Schedule "B-4" for a CEAA checklist.

E. French Language Services

If OAHS is located in or provides Program services to an area designated in the Schedule to the *French Language Services Act*, OAHS must provide the services in both English and French. OAHS must make it known to the public including by way of signs, notices, other information in services and the initiation of communications in French, that services provided to, and communications with, the public by OAHS in connection with the Program are available in French. OAHS must also submit to MMAH on May 31 in each Year a written report in the form of Appendix "A" confirming its compliance with these requirements.

Nothing in the above paragraph authorizes OAHS or provides it with delegated authority to enter into any agreements on behalf of or otherwise binding MMAH.

Appendix "A"

OAHS FRENCH LANGUAGE SERVICES REPORT

Please complete and submit this Report on an annual basis by May 31st of each year.

This report is to confirm that OAHS is providing services under the Investment in Affordable Housing for Ontario (IAH) (2014 Extension) and has an office(s) located in or serving an area designated in the Schedule to the *French Language Services Act* ("FLSA").

OAHS confirms that it is:

- a) Providing IAH (2014 Extension) services to the public in French in all of its offices (including the offices of sub-contractors) located in or serving an area designated in the Schedule to the FLSA; and,
- b) Making it known to the public, including by way of signs, notices, other information on services, and initiation of communications in French, that services provided to and communications with the public in connection with the IAH (2014 Extension) are available in French.

I declare that the above information is true and complete.

ONTARIO ABORIGINAL HOUSING SUPPORT SERVICES CORPORATION

Name: _____

Title: _____

I have the authority to bind the Corporation

Dated at _____ this _____ day of _____, 20____.

As a program administrator providing services under the IAH (2014 Extension) and having offices (including the offices of sub-contractors) located in or serving an area designated in the Schedule to the French Language Services Act, please complete the section below.

Ontario Aboriginal Housing Support Services Corporation

Name of Designated Area(s):

Description of Services:

Please select all items that apply to the services you are providing under IAH (2014 Extension) in an office (or the office of a sub-contractor) that is located in or services a designated area.

- ☐ Signage and visibility of available services in French
- ☐ Over-the-counter services are available in French
- ☐ Written correspondence and telephone service are available in French
- ☐ Translation of written material produced for public use is available in French
- ☐ Other _____ [please specify]

Please list any services or locations in designated areas where these French language services are not being provided. Please explain.

SCHEDULE "B-1"

IAH OFF-RESERVE ABORIGINAL HOUSING COMPONENT (B6)

PROGRAM RULES FOR THE HOMEOWNER REPAIR MODULE (2014)

1. INTERPRETATION

1.1 In this Schedule, unless the context requires otherwise, capitalized terms have the meanings given to them in the main body of the Agreement and the following terms have the meanings set out in this section:

- **"Agreement"** means the Agreement between MMAH and OAHS to which this Schedule forms a part;
- **"Development Activities"** means those activities which are normally undertaken for the repair, renovation or rehabilitation of buildings for residential purposes;
- **"Eligible Household"** means a household (i) that has an income at or below the 60th income percentile as issued by MMAH from time to time, (ii) a member of which owns a home that is the household's sole and principal residence and that has a market value at or below the house price limits set by MMAH from time to time, and (iii) that consists of Aboriginal people.
- **"Federal Funds"** means funding from CMHC for a Unit;
- **"Funds"** means Federal Funds and/or Provincial Funds;
- **"Homeowner Repair Eligible Costs"** means the costs of Homeowner Repair Eligible Repairs and includes the costs of related labour, taxes, building permits, legal fees, certificates, appraisal fees, inspection fees, drawing and specification; and any other costs that OAHS deems reasonable that are agreed to by MMAH.
- **"Homeowner Repair Eligible Repairs"** means structural and electrical repairs and repairs related to plumbing, heating, fire safety, septic systems; well water and well drilling; remediation for an overcrowded dwelling including creating additions; and modifications to increase accessibility;

- **"Homeowner Repair Project"** means the principal residence of an Eligible Household that needs to be brought up to acceptable standards and requires Homeowner Repair Eligible Repairs;
- **"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;
- **"Letter of Agreement"** means an agreement that may be in the form of a letter signed by OAHS and Proponent that is approved for contributions for a Homeowner Repair Project;
- **"Mortgage"** means a forgivable mortgage in favour of OAHS. The principal of the mortgage will be equal to the Funds for the Homeowner Repair Eligible Costs as approved by OAHS. An amount of up to \$5,000 in accessibility repairs shall be in the form of a grant and shall not be included in the principal amount of the mortgage;
- **"Payment and Milestones Schedule"** means Schedule "F" to the Agreement;
- **"Program Module"** means the Homeowner Repair Program (2014) described in the Program Rules and the Program Guidelines ;
- **"Project"** means a Homeowner Repair Project;
- **"Project Information Form"** means the form or format submitted by OAHS to MMAH that, among other things, evidences the expenditure of Funds on a Project and the Funds still required for a Project;
- **"Promissory Note"** means a forgivable promissory note signed by the Proponent in favour of OAHS. The amount of the Promissory Note will be equal to the Funds for the Homeowner Repair Eligible Costs as approved by OAHS. An amount of up to \$5,000 in accessibility repairs shall be in the form of a grant and shall not be included in the principal amount of the promissory note;
- **"Proponent"** means a homeowner or his or her legal representative;
- **"Provincial Funds"** means funding from MMAH for a Unit;
- **"Security Documents"** means a Mortgage or Promissory Note, as the context may require;

- "Unit" means a self-contained residential dwelling, including, without limiting the generality of the foregoing, (i) multi-bedroom units which are used for congregate living; (ii) disabled/accessible units; and (iii) secondary suites.

1.2 The following Appendices are attached to and form part of this Schedule:

Appendix "A-1" - Annual Report - Affordability Period;
Appendix "A-2" - Annual Report - Repayment;
Appendix "A-3" - Annual Report - Projects Funded From Repayments;
Appendix "B" - Certificate of Completion.

1.3 In the event of a conflict or inconsistency between the provisions of this Schedule and the provisions of an Appendix, the provisions of this Schedule shall prevail.

1.4 All references in this Schedule to section numbers are references to sections of this Schedule unless stated otherwise.

2. PAYMENTS BY MMAH

2.1 In respect of all OAHS approved Projects, MMAH shall pay OAHS the Funds in accordance with the Payment and Milestone Schedule within fifteen (15) Business Days following the relevant milestone being met; and

2.2 In no event shall Funds under this Schedule be advanced to OAHS after March 31, 2024.

3. ADMINISTRATION

3.1 OAHS shall ensure that only Homeowner Repair Projects receive Funds.

3.2 Following OAHS approval of each Project, OAHS shall arrange for an appropriate form of Letter of Agreement to be executed, for the appropriate Security Agreements to be signed and shall register the appropriate Security Documents upon advancing funding to the Proponent.

3.3 A Letter of Agreement under this Schedule cannot be signed after March 31, 2020, or such earlier date as may be determined by MMAH and communicated by MMAH to OAHS by notice in writing.

3.4 OAHS shall monitor all Projects which have received a funding allocation to determine whether the Proponents carry out all Development Activities in such manner and within such time periods as are set out in the Letter of Agreement and this Agreement.

- 3.5 During the period following the date of execution of this Agreement and the end of the Program, OAHS shall, at the end of each quarter in each fiscal year (April 1 – March 31), provide MMAH with (i) an updated PIF for each uncompleted Project and (ii) an updated PDFP, indicating the amount of Program Module funding approved and the number of Program Module Units committed.
- 3.6 During the period between the date of execution of this Agreement and the completion of all of the Projects, MMAH and OAHS shall collaboratively review annually during the month of April the progress of utilization of the Funds by the Proponents at their respective Projects on the basis of the reports submitted pursuant to Appendices "A-1", "A-2" and "A-3".
- 3.7 OAHS acknowledges that MMAH is required to report to CMHC under the CMHC-Ontario Agreement for Investment in Affordable Housing 2011-2014, as extended, and that, in order to fulfill the said reporting requirements, it will be relying on the materials provided to it pursuant to sections 3.8 and 3.14, and on the collaborative review of these materials pursuant to section 3.6.
- 3.8 OAHS shall, at the request of MMAH, provide MMAH with proof that occupancy of all Units in the Project is permitted, or that repairs have been completed. Upon completion of each Home Repair Project, OAHS shall provide MMAH with a signed Certificate of Completion in the form of Appendix "B".
- 3.9 OAHS shall comply with the provisions of the *Construction Lien Act*.
- 3.10 OAHS shall immediately inform MMAH in writing of the following matters as soon as it becomes aware of them:
 - (a) any failure by the Proponent to carry out all the Development Activities required under the Letter of Agreement with OAHS;
 - (b) any substantial breach by the Proponent of its Letter of Agreement with OAHS;
 - (c) the Proponent becoming bankrupt or insolvent or taking the benefit of any Act now or hereafter in force for bankrupt or insolvent debtors or filing any proposal or making any assignment for the benefit of creditors or any arrangement or compromise;
 - (d) the appointment of a receiver or a receiver and manager for all or a portion of a Project; and
 - (e) the taking of any steps or any action or the institution of any proceedings by a Proponent or by any other party, including, without limitation, any

court or governmental body of competent jurisdiction for the dissolution, winding up or liquidation of the Proponent or its assets.

- 3.11 OAHS shall enter into a Letter of Agreement with the Proponent in relation to each Project which imposes on the Proponent such obligations as enable OAHS to fulfill its obligations to report to MMAH.
- 3.12 It shall be an event of default under all Letter of Agreements and Security if (i) a Unit that receives Funds is sold, (ii) an Eligible Household that received Funds ceases to occupy the repaired home as its sole and principal residence; (iii) a misrepresentation as to eligibility has occurred and/or (iv) Funds are not used in accordance with their terms.
- 3.13 The maximum Funds for a Unit shall not exceed \$50,000.
- 3.14 OAHS shall use its best efforts to enforce the terms of all Promissory Notes and Mortgages which it receives. Except with respect to Funds that are re-Committed and made the subject of a valid re-Commitment within the same Year prior to March 31, 2020, all Funds recovered by OAHS shall be returned to MMAH or, if authorized by MMAH, used for carrying out Development Activities under this Agreement within the geographical limits of this Agreement. OAHS shall report to MMAH on or before each April 15th, until the expiry of all Promissory Notes and Mortgages, details respecting all sums that became due under the Promissory Notes and Mortgages and the amounts recovered and expended, and, if applicable, a description of the work, and its location, carried out with such recovered Funds, in the forms attached as Appendices "A-1", "A-2" and "A-3".
- 3.15 The Promissory Note or Mortgage shall be forgiven at an equal rate per year over the ten year period following the date of the Promissory Note or Mortgage, as appropriate.
- 3.16 OAHS may enter into an arrangement with a delivery agent to perform all or some of its duties and obligations under this Agreement. However, under any such arrangement, Promissory Notes or Mortgages shall be taken out in favour of OAHS and not the delivery agent. The delivery agent will ensure that the Development Activities are completed either directly or through a contractor, who will enter into a contract with the owner. Notwithstanding such arrangements, OAHS remains directly responsible and MMAH will relate to and look to OAHS alone in regard to the duties and obligations under this Agreement. OAHS shall also ensure that any delivery agent is bound by the same terms and conditions relating to the arrangement as are set out in this Agreement.

4. **GENERAL**

- 4.1 This Program Module is available from the effective date of the Agreement until March 31, 2020.
- 4.2 The headings and subheadings contained in this Schedule are inserted for convenience and for reference only and in no way define, limit or describe the scope or intent of this Schedule or form part of this Schedule.

APPENDIX "A-1"
IAH (2014 EXTENSION) – REPAIR COMPONENT
ANNUAL REPORT – AFFORDABILITY PERIOD

Aboriginal Program Administrator: _____

Reporting Period: _____

AIMS REFERENCE NUMBER	NAME OF HOMEOWNER / PROPONENT	CLIENT TYPE	TARGET GROUP	PROJECT ADDRESS	COMPLETION DATE	IAH FUNDING		CONTRIBUTION BY OTHERS
						Number of Units	Amount (\$)	
Total						0	0.00	0.00

Additional Comments:

I certify to the best of my knowledge that the information provided above is true and correct, and that the active projects listed above continue to be in compliance, unless noted in the Additional Comments section.

Prepared By: _____
 Print Name and Title Signature

Approved By: _____
 Print Name and Title Signature

Date Submitted: _____

APPENDIX "A-2"
IAH (2014 EXTENSION) – REPAIR COMPONENT
ANNUAL REPORT – REPAYMENT

Aboriginal Program Administrator: _____ Reporting Period: _____

AIMS REFERENCE NUMBER	NAME OF HOMEOWNER/ PROPONENT	PROJECT ADDRESS	AMOUNT REPAID (\$)	REASON FOR REPAYMENT
Total			0.00	

Additional Comments:

I certify to the best of my knowledge that the information provided above is true and correct.

Prepared By: _____
 Print Name and Title

Signature _____

Approved By: _____
 Print Name and Title

Signature _____

Date Submitted: _____

APPENDIX "A-3"
IAH (2014 EXTENSION) – REPAIR COMPONENT
ANNUAL REPORT – PROJECTS FUNDED FROM REPAYMENTS

Aboriginal Program Administrator: _____ Reporting Period: _____

AIMS REFERENCE NUMBER	NAME OF HOMEOWNER / PROPONENT	CLIENT TYPE	TARGET GROUP	PROJECT ADDRESS	DESCRIPTION OF WORK	APPROVAL DATE	NUMBER OF UNITS (#)	FUNDING AMOUNT (\$)
Total							0	0.00

Additional Comments:

I certify to the best of my knowledge that the information provided above is true and correct, and that the active projects listed above continue to be in compliance, unless noted in the Additional Comments section.

Prepared By: _____
 Print Name and Title Signature

Approved By: _____
 Print Name and Title Signature

Date Submitted: _____

APPENDIX "B"

CERTIFICATE OF COMPLETION - OAHS

John Smith
123 ABC Street
ABC, Ontario
P3P3N4

Project Co-ordinator

Date Work Started:

Date Work Completed:

Composition of Household:

Project Work Plan (as per check list):

Windows	<input type="checkbox"/>	Kitchen Renovation	<input type="checkbox"/>	Bedroom Reno	<input type="checkbox"/>
Doors	<input type="checkbox"/>	Drywall	<input type="checkbox"/>	Flooring	<input type="checkbox"/>
Roofing	<input type="checkbox"/>	Siding	<input type="checkbox"/>	Flashing	<input type="checkbox"/>
Insulation	<input type="checkbox"/>	Foundation	<input type="checkbox"/>	Interior Work	<input type="checkbox"/>
Plumbing	<input type="checkbox"/>	Sill Plate	<input type="checkbox"/>	Porch	<input type="checkbox"/>
Mechanical	<input type="checkbox"/>	Joist Repairs	<input type="checkbox"/>	Painting	<input type="checkbox"/>
Electrical	<input type="checkbox"/>	Facia	<input type="checkbox"/>	Venting	<input type="checkbox"/>
Wall Drilling	<input type="checkbox"/>	Steps	<input type="checkbox"/>	New Home	<input type="checkbox"/>

Other:

Comments (variations from the Work Plan)

Total Material Cost

Estimate

Actual

Labour Costs:

Total Costs:

Signature: _____

Date: _____

Interim -- Subject to change

SCHEDULE "B-2"

IAH OFF-RESERVE ABORIGINAL HOUSING COMPONENT (B6)

PROGRAM RULES FOR ASSISTED HOMEOWNERSHIP MODULE (2014)

1. INTERPRETATION

1.1 In this Schedule, unless the context requires otherwise, capitalized terms shall have the meanings given to them in the main body of the Agreement and the following terms have the meanings set out in this Section:

- **"Agreement"** means the Agreement between MMAH and OAHS to which this Schedule forms a part;
- **"Affordable Housing"** means Housing that is affordable to individuals and households with an income at or below the sixtieth (60th) percentile of income as issued by MMAH;
- **"Affordability Period"**, with respect to each Eligible Purchaser that receives a Loan; means the minimum ten (10) year period commencing on the date of the Loan advance to such Eligible Purchaser;
- **"APS"** has the meaning given to it in Section 3.1;
- **"APS Funding"** has the meaning given to it in Section 3.1;
- **"Eligible Purchaser"** means a Purchaser that satisfies the Purchaser Eligibility Criteria;
- **"Eligible Costs"** means, with respect to a purchase of an Eligible Unit, down payment costs, legal costs, land transfer costs, home/building inspection and approval costs, costs associated with testing water and septic systems, building appraisal costs, eco-energy assessment costs and title insurance costs.
- **"Eligible Unit"** means a Unit that meets the Unit Eligibility Criteria;
- **"Federal Funds"** means funding from CMHC with respect to an Eligible Unit;
- **"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;

- “**Loan**” has the meaning given to it in Section 4.1;
- “**Mortgage**” has the meaning given to it in Section 5.1;
- “**Permitted Encumbrances**” means (i) a mortgage securing primary financing solely for the acquisition of the relevant Eligible Unit, (ii) a declaration and description under the *Condominium Act* where the Eligible Unit is a condominium, (iii) any minor easements for the supply of domestic utility or telephone services to the Eligible Unit or adjacent properties, (iv) any minor easements for drainage, storm or sanitary sewers, public utility lines, telephone lines, cable television lines or other services which do not materially affect the use of the property as a residential dwelling; (v) any registered municipal agreements and registered agreements with publicly regulated utilities providing such have been complied with; and (vi) any registered restrictions that run with the land provided such have been complied with;
- “**Program Module**” means the Assisted Homeownership Module (2014) referred to in the Program Rules and the Program Guidelines;
- “**Promissory Note**” has the meaning given to it in section 5.1;
- “**Provincial Funds**” means funding from Ontario with respect to an Eligible Unit;
- “**Purchaser**” means a person that has entered into an agreement of purchase and sale for the purchase of an Eligible Unit;
- “**Purchaser Eligibility Criteria**” means the criteria set out in Appendix “A”;
- “**Revolving Loan Fund**” means a fund established by OAHS in a segregated bank account for the sole purpose of providing moderate and low-income individuals and households with assistance in paying for Eligible Costs on the same terms and conditions as are set out in Sections 4 and 5 of this Schedule but at such level of assistance as is determined by OAHS;
- “**Unit**” means a self-contained residential dwelling;
- “**Unit Eligibility Criteria**” means the criteria set out in Appendix “B”.

1.2 The following Appendices are attached to and form part of this Schedule:

- Appendix "A" - Purchaser Eligibility Criteria;
- Appendix "B" - Unit Eligibility Criteria;
- Appendix "C" - Loan Request by OAHS;
- Appendix "D" - IAH Homeownership Annual Report.

- 1.3 In the event of a conflict or inconsistency between the provisions of this Schedule and the provisions of an Appendix, the provisions of this Schedule shall prevail.
- 1.4 All references in this Schedule to section numbers are references to sections of this Schedule unless stated otherwise.

2. PROGRAM GUIDELINES

- 2.1 OAHS agrees to administer this Program Module in accordance with the Program Rules and the Program Guidelines.

3. PROVISION OF FUNDS BY MMAH

- 3.1 Subject to Sections 3.4; 3.5, 3.6, 3.9, 3.10 and 3.11 upon receipt by MMAH from OAHS of a copy of a fully executed agreement of purchase and sale (an "APS") for the purchase of an Eligible Unit by an Eligible Purchaser, a copy of the conditional letter of commitment and, until MMAH advises otherwise, a written report in the form of Appendix "C", MMAH will transfer to OAHS in trust, within fifteen (15) days business days, or within fifteen (15) days of the closing date of purchase of the Eligible Unit, whichever is later, the amount of funding that is requested by OAHS for use by the Eligible Purchaser in paying Eligible Costs (the "APS Funding").
- 3.2 The transfer of all APS Funding will be made by electronic funds transfer.
- 3.3 The APS Funding provided by MMAH in respect of each Eligible Unit shall be comprised of one half Federal Funds and one half Provincial Funds.
- 3.4 In no event shall the APS Funding for an Eligible Unit exceed \$30,000 and, for Eligible Units acquired from Habitat for Humanity, \$50,000.
- 3.5 In no event shall the aggregate of all APS Funding received by OAHS under this Schedule and advanced by OAHS to Eligible Purchasers as of March 31, 2020 exceed fifteen percent (15%) of the sum of the purchase prices for all of the Eligible Units acquired by such Purchasers other than Eligible Units acquired from affiliates of Habitat for Humanity.
- 3.6 In no event may any APS be submitted for funding under this Schedule after March 31, 2020 or such earlier date as may be determined by MMAH and communicated by MMAH to OAHS by notice in writing.
- 3.7 OAHS shall use the APS Funding transferred to it by MMAH in respect of an Eligible Unit solely (i) for the purpose of providing a Loan to an Eligible Purchaser

of the Eligible Unit in accordance with this Schedule, or (ii) as MMAH may in writing direct.

- 3.8 All interest that accrues on APS Funding while held by OAHS may be used by OAHS for the purpose of Housing and for administering and delivering Affordable Housing.
- 3.9 In no event shall funding under this Schedule be advanced to OAHS after March 31, 2024.
- 3.10 For greater certainty, should MMAH in his or her sole discretion believe at any point in time that OAHS is not likely to comply with Section 3.5, MMAH may refuse to provide funding under Section 3.1.
- 3.11 Notwithstanding section 3.1, MMAH will pay to OAHS upfront 10% of the annual amount allocated to this Program Module in the PDFP or \$100,000, whichever is less, in order to assist victims of domestic violence on a timely basis provided that (i) OAHS shall, by December 31 of each Year, reconcile with MMAH how the funds have been used (ii) OAHS shall repay to MMAH any funds that have not been used in accordance with the Program Module and (iii) this Schedule "B-2" with the necessary changes applies to the funds. Additional upfront funding may be provided on the same terms and conditions based on need as demonstrated by OAHS.

4. PROVISION OF LOANS BY OAHS

- 4.1 Subject to Section 4.4, on the closing of the purchase of an Eligible Unit in respect of which APS Funding was transferred to OAHS, OAHS shall loan such transferred APS Funding to the relevant Eligible Purchaser for the sole purpose of paying Eligible Costs (a "Loan").
- 4.2 The following terms shall be set out in the loan agreement between OAHS and the Eligible Purchaser with respect to each Loan:
 - (a) Each Loan shall be for a term equal to the Affordability Period and shall not bear interest other than as contemplated below;
 - (b) The principal under the Loan shall be automatically forgiven at the rate of ten percent (10%) per year;
 - (c) Upon an event of default under the Loan, including, the transfer of the Eligible Unit, the insolvency or bankruptcy of the debtor, a writ of execution against the debtor is or becomes binding against the Eligible Unit, the death of the debtor, a lease of the Unit, the debtor ceasing to occupy the Eligible Unit as the debtor's sole and principal residence, a misrepresentation by the debtor relating to his or her eligibility, or the use of the proceeds of the Loan for a purpose other than paying Eligible Costs, the unforgiven principal shall be repayable; and

- (d) The debtor shall be responsible for any processing charges associated with the registration and discharge of a Mortgage.
- 4.3 OAHS shall require the debtor to provide it with a right of first refusal to acquire the Eligible Unit in the event that the owner of the Eligible Unit receives a bona fide offer to purchase the Eligible Unit from a third party during the Affordability Period. Any such right to acquire shall be for the fair market value of the Eligible Unit. Fair market value shall be determined by an independent appraisal commissioned by OAHS.
- 4.4 The provision of each Loan shall be subject to the conditions precedent that:
 - (a) title to the relevant Eligible Unit is encumbered by no registered restrictions, charges, liens and encumbrances other than Permitted Encumbrances;
 - (b) the relevant Eligible Purchaser has entered into a loan agreement with OAHS and provided OAHS with the documents contemplated by Section 5.1; and
 - (c) each representation, statement, declaration and all information provided to OAHS by the Eligible Purchaser regarding his or her eligibility and the eligibility of the relevant Unit is true and accurate as at the time it was given or made.

If any of these conditions precedent have not been fulfilled on the date the Loan is to be advanced, OAHS shall not make the Loan.

- 4.5 Before OAHS advances the proceeds of a Loan, OAHS shall have a title search conducted against the relevant Eligible Unit and obtain a legal opinion as to whether all conditions precedent to the advance of the Loan have been satisfied.
- 4.6 OAHS shall ensure that each Unit in respect of which a Loan is made is an Eligible Unit, and that each Purchaser to whom a Loan is made is an Eligible Purchaser at the time OAHS enters into the loan agreement with the Purchaser.

5. SECURITY FOR LOANS

- 5.1 Prior to the advance of the Loan by OAHS, the Eligible Purchaser will be required to provide OAHS with a promissory note (a "Promissory Note") or an executed registerable mortgage document (a "Mortgage") in a form acceptable to OAHS and MMAH. Each Promissory Note and Mortgage shall incorporate the terms of the Loan as stated in Section 4.2. Each Mortgage shall include a clause that provides that all monies that OAHS spends in recovering mortgage monies shall be added to the amount secured, and shall be registered against title to the relevant Eligible Unit immediately after registration of any mortgage securing the primary financing for the acquisition of the Eligible Unit.

- 5.2 OAHS shall, at its own expense, use commercially reasonable efforts to recover all monies owing to it under each Promissory Note and Mortgage. OAHS shall co-operate with MMAH with respect to pursuing the remedies available to OAHS under Promissory Notes and Mortgages.

6. REVOLVING LOAN FUND

- 6.1 OAHS agrees to establish and maintain a Revolving Loan Fund for the period of ten (10) years from the date of this Agreement. All monies received by OAHS as a result of (i) a default under the Loan, Promissory Note or Mortgage, or (ii) the repayment of principal under a Loan prior to the end of its term, shall be transferred to the Revolving Loan Fund and, unless following an initial report on the monies MMAH directs OAHS to return all or part of such monies to MMAH, used in accordance with the purposes of the Revolving Loan Fund. OAHS shall comply with any direction by MMAH to return all or part of the monies to MMAH.
- 6.2 All interest accrued on amounts held in the Revolving Loan Fund shall be used by OAHS for the purposes of administering the Program.
- 6.3 On the eighth annual anniversary of the date of the Agreement, OAHS shall submit to MMAH a plan pertaining to the phasing out of the Revolving Loan Fund. The Revolving Loan Fund shall be terminated only in accordance with a phase out plan that has been approved by MMAH. At the end of the phase out period, all amounts in the Revolving Loan Fund shall be paid to MMAH or, upon agreement by MMAH, allocated by OAHS to paying Eligible Costs
- 6.4 If an Eligible Purchaser sells his or her Eligible Unit before the expiry of the Affordability Period and there are sufficient funds in the Revolving Loan Fund, OAHS shall replace the related Loan with a loan to another Eligible Purchaser from the Revolving Loan Fund.

7. REPORTING REQUIREMENT

- 7.1 For the ten (10) year period following the date of this Agreement or for the period in which any Loans are still outstanding, whichever is longer, OAHS shall, between April 1 and April 15 in each year, provide MMAH with the following:
- (a) report in the form of Appendix "D" confirming (i) how the APS Funding was used; (ii) any resale of an Eligible Unit funded pursuant to this Schedule; (iii) any default under a Loan, Promissory Note or Mortgage; (iv) any repayment of a Loan prior to the end of its term; and (v) all contributions and withdrawals from the Revolving Loan Fund.
 - (b) copies of any Loan agreements, Promissory Notes and Mortgages relating to loans referred to in the above report.
- 7.2 During the period following the date of execution of this Agreement and the end of the Program, OAHS shall, at the end of each quarter in each fiscal year (April 1 –

March 31), provide MMAH with an updated PDFP, indicating the amount of Program funding approved and the number of Program units committed.

8. MARKETING

- 8.1 Subject to section 2.5 of the Agreement, OAHS shall promote and advertise the Program Module outside the GTA as OAHS deems appropriate.

9. GENERAL

- 9.1 This Program Module is available from the effective date of this Agreement until March 31, 2020.
- 9.2 OAHS may enter into an agreement with a private or non-profit developer pursuant to which (i) the developer agrees to make a certain number of Units in a development owned by the developer available to the public as Eligible Units and to market such Units as Units available under the Program, subject to the requirements of section 2.5 of the Agreement, and (ii) OAHS agrees to make Loans available to Eligible Purchasers of such Eligible Units.
- 9.3 OAHS shall offer educational materials and/or training sessions to all Eligible Purchasers of Eligible Units on the home buying experience, including financial guidance concerning the up-front and on-going costs of homeownership and on the obligations and benefits of being a homeowner.

APPENDIX "A"

PURCHASER ELIGIBILITY CRITERIA

Each person seeking to be approved as an Eligible Purchaser must meet each of the following criteria at the time he or she applies for such approval:

1. Applicant(s) must self-identify as Aboriginal individuals or family residing in Ontario (and intending to purchase outside the GTA) and must be 18 years of age or older;
2. The total income of all members of the purchaser's household cannot exceed the 60th percentile of income for the relevant service manager's area, as provided by MMAH, or for Ontario, whichever is lower. An individuals' household shall be deemed to include and be limited to (i) the individual, (ii) any person with whom the individual is living in a spousal relationship (including a same-sex spousal relationship); and (iii) any person over the age of eighteen expected to be normally resident with the individual at the time of first occupancy of the unit;
3. The income limit set in the above bullet point may be adjusted annually by MMAH based on census data indexed on the Consumer Price Index as published by Statistics Canada from time to time or for other reasons as MMAH may determine but in any event shall not exceed the 60th income percentile for all households in Ontario;
4. Applicant(s) must be able to qualify for and obtain a conventional mortgage, line of credit, or private mortgage;
5. Priority will be given to those who are currently residing in social housing, and families escaping situations of violence;
6. The forgivable portion must be registered on title in second place;
7. Applicant(s) must be applying for primary residence;
8. Applicant(s) must not own a home, have an interest in a home other than a contingent interest, and cannot be living in a spousal relationship with a person who owns a home or who has an ownership interest in a home other than a contingent interest;
9. Such other criteria as OAHS may establish;
10. The purchaser's application for financial assistance must be supported by (i) two pieces of original photo identification, (ii) an original notice of income tax assessment or other equally reliable evidence of income and (iii) a declaration that all information provided in the application is true and correct.

APPENDIX "B"

UNIT ELIGIBILITY CRITERIA

To be an Eligible Unit (within the meaning of this Schedule and the CMHC-Ontario Agreement for Investment in Affordable Housing 2011-2014, as extended), a Unit must satisfy each of the following requirements:

- (a) It must be a Unit that either has not been previously occupied and to which the *Ontario New Home Warranties Plan Act* applies, including a Unit that has been converted from non-residential to residential use, or a Unit that is offered for resale, provided a home inspection is undertaken by a qualified inspector. The results of the inspection must be wholly satisfactory to the Purchaser and OAHS;
- (b) The selling price of the Unit must be at or below the average resale price for the applicable service manager area as issued by MMAH from time to time;
- (c) The Unit may be detached, semi-detached, town (condominium and freehold), a duplex, a stacked home, a row house, an apartment or such other forms as may be approved by MMAH. The Unit must be modest in size, relative to community norms, in terms of floor area and amenities, as determined by OAHS;
- (d) The Unit must be outside the Greater Toronto Area;
- (e) Such other requirements as are set out in the Program Guidelines and/or as OAHS may establish.

APPENDIX "C"
IAH OFF-RESERVE ABORIGINAL HOUSING COMPONENT
HOMEOWNERSHIP ASSISTANCE MODULE (2014)
LOAN REQUEST BY OAHS

Reference No.	Purchaser Name	Client Type ¹	Number of Occupants	Household Income	Eligible Unit Address	Type of Unit ²	Purchase Price Amount	IAH Loan Amount	Other Funding	Closing Date

Total (\$) requested in this report: _____

Total (\$) IAH Loans advanced to date: _____

Date of Report: _____

Legend for Reporting Requirements		
1. Client Type	Target Group	
Family, Single	Senior, Person with Disability, First Time Home Buyers, Victims of Family Violence	
2. Type of Unit		
Single, Semi-detached, condo town, freehold town, row house, duplex, condo apartment		

I hereby confirm that the above mentioned Purchasers and Units comply with all provisions and eligibility requirements set out in the Assisted Homeownership Module of OAHS Administration Agreement including the Program Rules and the Program Guidelines.

Name _____ Title _____ Signature _____ Date _____

APPENDIX "D" **IAH (2014 Extension) HOMEOWNERSHIP ANNUAL REPORT BY OAHS**

Report On Homeownership Loans Advanced by the Aboriginal Program Administrator – Cumulative

AIMS Reference No.	Purchaser Name	Client Type ¹	Target Group ²	IAH (2014 Extension) Loan Amount	Mortgage Registration No.	Date Security Registered on Title	Closing Date	Project Status

TOTAL

With respect to any sale of an Eligible Unit, cessation of occupancy by debtor or repayment of an IAH (2014 Extension) Loan

AIMS Reference No.	Eligible Unit Address	Original Purchase Price	Resale / Fair Market Value	IAH (2014 Extension) Loan Amount	Total Amount Repaid	Date Repayment Received	Date of Closing	Reason for Repayment

TOTAL

With respect to withdrawals from the Revolving Loan Fund and redeployment of Revolving Loan Funds

AIMS Reference No	Purchaser Name	Client Type ¹	Target Group ²	Eligible Unit Address	Type of Unit ³	Purchase Price	Loan Amount	Closing Date	Date Security Registered on Title

TOTAL

Balance (\$) of the RLF as of Last Report [date]: _____
Balance (\$) of the RLF as of Current Report [date]: _____

Aboriginal Program Administrator: _____
Date of Report: _____

Legend for Reporting Requirements

1. **Client type** - Family, Single
2. **Target Group** - Senior, Aboriginal, Persons with Disabilities, First Time Home Buyer, Other
3. **Type of Unit** - Single, Semi-detached, Condo town, Freehold town, Row house, Duplex, Condo, Other

Additional Comments:

I certify to the best of my knowledge that the information provided above is true and correct, and that the active projects listed above continue to be in compliance, unless noted in the Additional Comments section.

Name

Title

Signature

SCHEDULE "B-3"

IAH OFF-RESERVE ABORIGINAL HOUSING COMPONENT (B6)

PROGRAM RULES FOR RENTAL HOUSING MODULE (2014)

INTERPRETATION

In this Schedule, unless the context requires otherwise capitalized terms have the meanings given to them in the main body of the Agreement and the following terms have the meanings set out in this section,

- **"Agreement"** means this Agreement between MMAH and OAHS to which this Schedule forms a part;
- **"Affordability Period"** means the period during which the average rent in a Project is required to be maintained at an affordable level, as established by MMAH in Appendix "D";
- **"Affordable Housing"** means Housing which is modest in terms of floor area and amenities; based on household needs and community norms, 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 approved by MMAH, based on available data, in areas where there is no or insufficient information from the CMHC Average Market Rent Survey;
- **"Conditional Letter of Commitment"** means the letter issued by MMAH confirming approval of the Project and setting out the amount, terms and conditions of Funds allocated to the Proponent;
- **"Contribution Agreement"** means an agreement entered into by OAHS and an approved Proponent for contributions under this Program Module in the form of a forgivable capital loan, and which provides for the use and accountability of the Funds and mortgage security;
- **"Contributions by Others"** means cash or in-kind eligible contributions from Service Managers, municipalities, housing providers, the private sector, the voluntary sector, charities and individual donors, to be used in accordance with a Program or Programs under this Agreement. Contributions by Others does not include: contributions from any Government of Canada sources, including, but not limited to arrangements with CMHC; nor contributions under any program

wholly or partially funded from Government of Canada sources; nor contributions which receive credit under any arrangement with CMHC or the Government of Canada outside this Agreement;

- **"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;
- **"Funds"** means funds provided under this Program Module;
- **"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;
- **"Occupancy Date"** means the date on which occupancy of all Units in a Project is permitted;
- **"Payment and Milestones Schedule"** means Schedule "F" to the Agreement;
- **"Phase-out Period"** means the last five (5) year period of the Affordability Period;
- **"Program Module"** means the Rental Housing Module described in the Program Rules and the Program Guidelines;
- **"Project"** means Affordable Housing proposed or approved under the Program Module, as the context may require;
- **"Project Information Form"** means the form submitted by OAHS to MMAH for consideration of a Project;
- **"Proponent"** means OAHS where OAHS is delivering a Project directly, or a person or other legal entity that has submitted a Proposal;
- **"Proposal"** means the proposal to participate in the Program, submitted to OAHS;
- **"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 Funds provided under the Program; (ii) multi-bedroom units which are used for congregate living; and (iii) disabled/accessible units.

1.2 The following Appendices are attached to and form part of this Schedule:

- Appendix "A" - OAHS Project Initial Occupancy Report;
- Appendix "B" - OAHS Project Annual Occupancy Report;
- Appendix "C" - OAHS Annual Report;
- Appendix "D" - Rental Protocol; and
- Appendix "E" - Confirmation of Construction Start.

- 1.3 In the event of a conflict or inconsistency between the provisions of this Schedule and the provisions of an Appendix, the provisions of this Schedule shall prevail.
- 1.4 All references in this Schedule to section numbers are references to sections of this Schedule unless stated otherwise.

REQUIREMENTS FOR SIGNING THE AGREEMENT

- 2.1 Prior to OAHS signing this Agreement, OAHS shall establish initial income limits, at levels which it considers appropriate, or use its established program income limits, and, apply them as a requirement for all applicants for tenancies of Units. OAHS may apply annual income testing as a requirement for tenants during the term of their tenancies or upon any lease renewal or extension. OAHS shall periodically review such income limits and, if it considers it necessary, revise them to levels which it considers appropriate.

PROJECT SELECTION

- 3.1 OAHS shall evaluate, or shall have evaluated, each Project in accordance with the following requirements:
 - The OAHS Board of Directors must have approved the Project.
 - The Project must 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.
 - Subject to the next bullet point, the Proponent must be able to sign a Contribution Agreement no later than December 31st of the relevant Year.
 - With respect to increases in OAHS' Annual Funding Allocation under section 7.5 of the Agreement, the Proponent must be able to sign a Contribution Agreement no later than March 31st of the relevant Year.
 - Construction must commence within 120 days after signing the Commitment unless this deadline is extended by MMAH.
 - The Project must be financially viable from a construction and operating cost perspective.
 - The Proponent must be able to meet the 20-year affordability requirement.
 - The Project must meet the current Ontario Building Code and Canadian Environment Assessment Act (CEAA) requirements.
 - The Project must have rents that on average for the project are at or below 80% of the CMHC Average Market Rent (AMR) for the community.

- A minimum of 10% equity must be provided for Projects sponsored by private proponents
 - A minimum of 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
 - OAHS must have confirmation of support services, if required for the Project.
- 3.2 OAHS shall between April 1 and September 30 of each Year submit to MMAH a list of Board approved Projects with recommended funding requirements based on the submitted PDFP and within OAHS' Annual Funding Allocation.
- 3.3 In respect of each Board approved Project, OAHS shall submit a Project Information Form to the MMAH for approval.
- 3.4 If MMAH approves the Project, MMAH shall issue a Conditional Letter of Commitment to the Proponent and shall advise OAHS of the approval of the Project.
- 3.5 The Funds shall be allocated to the Projects at the discretion of MMAH to a maximum of \$170,000 per Unit. If a Project is funded at over \$150,000, OAHS will provide MMAH with confirmation of higher projects costs or deeper affordability.
- 3.6 OAHS shall advise and request approval from MMAH for any changes to the Projects which may affect the number of Units or the funding requirements for OAHS and the Project.
- 3.7 MMAH may change the allocation of Funds to a Project in response to a change in the Project.
- 3.8 OAHS shall select and approve Projects in accordance with the procurement policies set out in Appendix "G" to the Agreement.

4. PAYMENTS BY MMAH

- 4.1 In respect of all MMAH approved Projects,
- (a) MMAH shall pay OAHS the Funds in accordance with the Payment and Milestones Schedule within fifteen (15) Business Days following,
 - (i) the relevant milestone being met; and
 - (ii) where OAHS is not the Proponent, MMAH receiving written confirmation from OAHS that the Proponent has signed the

Contribution Agreement and is in compliance with this Program Module and the Contribution Agreement;

- (b) Where OAHS is not the Proponent, OAHS shall pay the Proponent the Funds from MMAH using a standard construction payment schedule set out in the Contribution Agreement.
- 4.2 Notwithstanding section 4.1, no Funds shall be paid to OAHS in respect of a Project that is directly delivered by OAHS unless OAHS agrees to comply to expend Funds solely on the Project, return the Funds if not used for a Project in accordance with this Program Module and comply with the Rental Protocol.
- 4.3 In no event shall Funds under this Schedule be advanced to OAHS after March 31, 2024.

5. ADMINISTRATION

- 5.1 Following the approval of each Project by MMAH, OAHS shall, where OAHS is not the Proponent, arrange for an appropriate form of Contribution Agreement to be executed prior to requesting Funds from MMAH, and shall register appropriate security documents upon forwarding Funds to the Proponent. OAHS shall encourage the employment of apprentices in construction.
- 5.2 Following MMAH approval of each Project to be directly delivered by OAHS, OAHS shall enter into a construction agreement with a contractor qualified under a request for qualifications. OAHS shall provide consideration to the employment of apprentices in any construction.
- 5.3 Neither a Contribution Agreement nor a construction agreement under this Schedule can be signed after March 31, 2020, or such earlier date as may be determined by MMAH and communicated by MMAH to OAHS by notice in writing.
- 5.4 OAHS shall monitor all Projects which have received a funding allocation to determine whether the Proponents carry out all Development Activities in such manner and within such time periods as are set out in the Contribution Agreement and this Agreement.
- 5.5 OAHS shall use its best efforts to ensure that construction for each Project commences within one hundred and twenty (120) days of the date of the Commitment for the Project unless such period is extended by MMAH. If construction for a Project has not commenced within one hundred and twenty (120) days of such date or the end of the extended period, whichever is applicable, OAHS or MMAH may cancel the Funds for the Project and demand repayment of Funds for the Project. Where OAHS demands repayment of the

Funds and MMAH does not, OAHS may reallocate such Funds to another Project.

- 5.6 OAHS shall provide MMAH with a completed Confirmation of Construction Start, in the form attached to this Schedule as Appendix "E", at the start of construction of each Project, within ten (10) days of the start of construction of the Project.
- 5.7 OAHS shall obtain from the Proponent and make available to MMAH an audited financial statement respecting the expenditure of the Funds provided to the Proponent, within ninety (90) days or such additional time as may be determined by MMAH, following the date on which MMAH is advised by OAHS that the Project will not proceed or that the Development Activities related to the Project have been fully completed. OAHS must include the requirement to provide the audited financial statements in all Contribution Agreements.
- 5.8 During the period following the date of execution of this Agreement and the end of the Program, OAHS shall provide MMAH by July 15, October 15, December 15 and March 15 of each year with an updated PDFP, indicating the amount of Program Module funding approved and the number of Program Module Units committed.
- 5.9 During the period between the date of execution of this Agreement and the Occupancy Date of all of the Projects, MMAH and OAHS shall collaboratively review annually during the month of April the progress of utilization of the Funds by the Proponents at their respective Projects on the basis of the reports submitted pursuant to Appendix "C".
- 5.10 OAHS acknowledges that MMAH is required to report to CMHC under the CMHC-Ontario Agreement for Investment in Affordable Housing 2011-2014, as extended, and that, in order to fulfill the said reporting requirements, it will be relying on the materials provided to it pursuant to sections 5.8, 5.12 and 5.13, and on the collaborative review of these materials pursuant to section 5.9.
- 5.11 OAHS shall, at the request of MMAH, provide MMAH with proof that occupancy of all Units in the Project is permitted.
- 5.12 Upon initial occupancy of a Project, OAHS shall obtain and validate from each Proponent, the Project Initial Occupancy Report, in the form attached to this Schedule as Appendix "A", and submit it to MMAH.
- 5.13 During the period between the Occupancy Date of each Project and the end of the Phase-out Period, OAHS shall:

- (a) obtain annually from each Proponent a completed information report, in the form attached to this Schedule as Appendix "B" and submit them to MMAH; and
- (b) complete and submit to MMAH, on or before the last day of March subsequent to each reporting calendar year, a report on all of the said funded Projects, in the form attached to this Schedule as Appendix "C".

5.14 OAHS shall, after consultation with and if required by MMAH, use its best efforts to enforce the terms of all Contribution Agreements and related security. Except with respect to Funds re-Committed and made the subject of a valid re-Commitment within the same Year prior to March 31, 2020, all Funds recovered by OAHS shall be returned to MMAH or used as MMAH may direct.

5.15 OAHS shall immediately inform MMAH in writing of the following matters as soon as it becomes aware of them:

- (a) a request by a Proponent to transfer responsibility for a Project to another entity;
- (b) any failure by the Proponent to carry out Development Activities which threatens the completion of the Project; if construction for a Project has not commenced within one hundred and twenty (120) days of the date of the Contribution Agreement;
- (c) any substantial breach by the Proponent of its Contribution Agreement with OAHS;
- (e) the Proponent becoming bankrupt or insolvent or taking the benefit of any act now or hereafter in force for bankrupt or insolvent debtors or filing any proposal or making any assignment for the benefit of creditors or any arrangement or compromise;
- (f) the appointment of a receiver or a receiver and manager for all or a portion of a Project; and
- (g) the taking of any steps or any action or the institution of any proceedings by a Proponent or by any other party, including, without limitation, any court or governmental body of competent jurisdiction for the dissolution, winding up or liquidation of the Proponent or its assets.

5.16 On or before the date OAHS signs a Contribution Agreement with a Proponent or a construction agreement, OAHS shall provide written confirmation to MMAH regarding the source and availability of adequate ongoing funding for the support services required by tenants of the supportive housing units in the Project in congregate living.

6 GENERAL

- 6.1 The Rental Housing Module is available from the effective date of this Agreement until March 31, 2020.
- 6.2 Where OAHS is not the Proponent, OAHS shall enter into a Contribution Agreement with the Proponent which requires the Proponent to comply with the requirements of this Program Module.
- 6.3 OAHS acknowledges and agrees that the Rental Protocol set out in Appendix "D" applies to all Projects by virtue of the contractual terms of this Agreement, notwithstanding that the Rental Protocol may not apply to Projects under the *Residential Tenancies Act, 2006*, and shall ensure that the Proponent agrees in writing that Appendix "D" applies to its Project.
- 6.4 The headings and subheadings contained in this Schedule are inserted for convenience and for reference only and in no way define, limit or describe the scope or intent of this Schedule or form part of this Schedule.
- 6.5 The Parties acknowledge that all housing related administration agreement(s) between the Parties as at the date of this Agreement continue in full force and effect notwithstanding that MMAH may not be providing funding under such agreements and notwithstanding that the Parties have entered into this Agreement in respect of new funding.
- 6.6 OAHS shall ensure support for the use of apprentices under this Program Module and submit to MMAH by May 31 in each Year a written report in the form of Appendix "F" confirming the number of projects employing apprentices, the number of apprentices employed through these projects and the type of trade in which the apprentices are training.

APPENDIX "A"

PROJECT INITIAL OCCUPANCY REPORT IAH Off-Reserve Aboriginal Housing Component (B6) Rental Housing Module (2014) - OAHS

A. Project Information

Reference No.	
Project Name	
Project Address	
Occupancy Date	
Contribution Agreement Expiry Date	

B. Number of Units in Project

Unit Type	Total IAH Units (A)	Units not Receiving IAH Funding (B)	Total Number of Units (A+B)
Bachelor			
1 BR			
2 BR			
3 BR			
Others (specify)			
Total			

C. Depth of Affordability: Rents at Occupancy (IAH 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 (D)=(A)X(B)	Project Rents as per CMHC AMR or Alternate (E)=(A)X(C)	Client Type*
Bachelor							
1 BR							
2 BR							
3 BR							
Others (specify)							
TOTAL							

Notes:

1. For Column (B), actual rent is the net to occupants after all subsidies
2. For Column (C), Alternate e.g. modified Ontario Works Shelter Allowance, ODSP (in the event CMHC AMR does not apply)

*Seniors, People with Disabilities, victims of Family Violence

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 MMAH to review the rent roll from appropriate sources(s) if deemed necessary.

Signed by Proponent

Date: _____

[Print Name of Proponent]

I am *[please check on the appropriate line below]*

____ Owner of the Project

____ Chairperson of the Board of Directors of the Project

Signed by OAHS

Date: _____

[Print Name of OAHS]

APPENDIX "B"

PROJECT ANNUAL OCCUPANCY REPORT

IAH Off-Reserve Aboriginal Housing Component (B6)
Rental Housing Module (2014) - OAHS
For the Year Ended December 31, 20XX

A. Project Information

Reference No.	
Project Name	
Project Address	
Occupancy Date	
Contribution Agreement Expiry Date	

B. Actual Rents at Year End

Unit Type	IAH 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) = (A)-(C)	(E) CMHC or Alternate AMR
Bachelor						
1 BR						
2 BR						
3 BR						
4 BR						
Other (specify)						
TOTAL						

**C. Depth of Affordability: Rents during year of reporting
(IAH Off-Reserve Aboriginal Housing Component (B6) 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 (D)=(A)X(B)	Project Rents as per CMHC AMR or Alternate (E)=(A)X(C)
Bachelor						
1 BR						
2 BR						
3 BR						
Others (specify)						
TOTAL						

Notes:

1. For Column (B), actual rent is the net to occupants after all subsidies
2. For Column (C), Alternate e.g. modified Ontario Works Shelter Allowance, ODSP (in the event CMHC AMR does not apply)

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 =	

Note: Depth of Affordability cannot be greater than 80% of CMHC AMR or Alternate without the approval of MMAH.

D. Rationale (if Depth of Affordability is greater than 80% of CMHC AMR (or Alternate))

E. 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 _____ (OAHS) to review the rent roll from appropriate sources(s) if deemed necessary.

Date: _____

Signed by Proponent _____

[Print Name of Proponent] _____

I am *[please check on the appropriate line below]*

_____ Owner of the Project

_____ Chairperson of the Board of Directors of the Project

Date: _____

Signed by OAHS _____

IAH Off-Reserve Aboriginal Housing Component (B6)
Rental Housing Module (2014)- OAHS

Weighted Average Rents

Reference No.	Name Of Project & Location	Total Number of Units (#)	IAH Funded Units (#)	Type of Development		Weighted Average Rent of Project per Month	% of CMHC AMR Achieved for Overall Project
				New Construction	Acquisition/ Rehabilitation & Conversion		
	TOTAL						

1. Refer to Appendix "B" for calculation of weighted average rents.

2. Percentage of CMHC AMR achieved. This percentage cannot be greater than 80% of CMHC AMR, without the approval of MMAH.

APPENDIX "D"

RENTAL PROTOCOL

1. DEFINITIONS

1.1 In this Appendix "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 Appendix "D" is attached;
- "Phase-out Period" means the last five (5) year period of the "Affordability Period", and

when used in this Appendix "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 Appendix "D", in addition to the definitions contained in section 1.1 above.

1.3 All references to section numbers in this Appendix are references to sections of the Appendix, 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 Appendix "D" nor increase any rent charged for a Unit except as permitted in this Appendix "D".

3. RENTS

3.1 The weighted average rent of all Units in a Project for which Program Funds have 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.

- 3.3 If rent supplements or housing allowances are used for FIMUR Housing Program (2014-2020) funded units to provide deeper affordability for tenants, OAHS shall ensure that the total rent received by a Proponent, including rent from the tenant and any rent supplements from a service manager or other party shall not exceed one hundred per cent (100%) of 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 may not apply to the Project and agrees that the rent increase guideline applies by virtue of the contractual terms of the Agreement and this Appendix "D".
- 4.3 Subject to the *Residential Tenancies Act, 2006*, 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 OAHS 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 Appendix "D" respecting rent increases prior to and during the Phase-out Period, where OAHS implements income verification of tenants following the initial occupancy of a Unit, OAHS 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.

APPENDIX "E"
CONFIRMATION OF CONSTRUCTION START - OAHS

IAH Off-Reserve Aboriginal Housing Component (B6)
Rental Housing Module (2014)

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

The start of construction for this project is within one hundred twenty (120) 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

Dated at _____ this _____ day of _____, 20____

Name and Title of OAHS / Authorized Signing Officer

APPENDIX "F"
CONFIRMATION OF EMPLOYMENT OF APPRENTICES

IAH (2014) - Rental Housing Module

Required for Each Rental Housing Project

This is to confirm that the _____ project under FIMUR 2014-2020 has employed a total of _____ **[number of]** apprentices throughout the development and construction of the project.

More specifically, the apprentices employed during project construction have received training in the following trades:

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

Dated at _____ this _____ day of _____, 20____

Name and Title of Service Manager/Authorized Signing officer

SCHEDULE "B-4"

CANADIAN ENVIRONMENTAL ASSESSMENT ACT, 2012 (CEAA 2012) PRE-SCREENING GUIDELINES

OAHS is required to consider this checklist when recommending project proposals to the ministry for funding approval. OAHS must confirm to MMAH that the proposed project complies with the CEAA 2012, as per CMHC requirements. The answers to all the questions must be "NO" for the CEAA 2012 to be complied with.

Is the project carried out on federal lands? Federal lands include lands that belong to, or that may be disposed of by, Her Majesty in right of Canada.

Has the project been specifically identified by the Minister of the Environment in an Order Designating Physical Activities?

In the event the project is carried out on federal lands or has been specifically identified by the Minister of the Environment in an Order Designating Physical Activities, further action may be required to ensure compliance with the CEAA 2012.

PROGRAM DELIVERY AND FISCAL PLAN

Instructions for completing the Program Delivery and Fiscal Plan (PDFP):

1) Proposed Plan

3) Projected Take-Up

Please fill out the highlighted cells in each section completely, where applicable.

• Indicate the program components that will be delivered and provide a rationale for the selection, including a description of how the IAH Extension funding will be used to address needs identified in the community.

PDFP must be Board-approved and requires ministry approval.

PDFP quarterly updates do not require Board approval.

PAs are required to update the "Appendix A – Quarterly Update (Capital)" tab.

Program Administrator	
PA Contact Name	
Date of Board Approval	
Date Submitted to MMAH	

1. Proposed Program Delivery Plan

This section is for you to describe how you intend to use your IAH Extension funding allocation to address the housing needs of your community. Please respond to the following questions in the space provided below.

1. What are the current and projected housing needs in your community?

2. Which IAH Extension program components will be delivered? How do these address the current and projected housing needs in your community? What are the priorities and target client groups. Please indicate specific approaches to be taken in delivering the program (eg. focus on not-for profits/Co-ops, higher depth of affordability, neighbourhood revitalization).

3. The Ministry recommends that Program Administrators work with their local support services agencies and LHNs to address the housing needs of clients requiring supports. Will clients with need for support services be given priority? If so, what groups are proposed to be served (eg. seniors, PWD, Victims of Domestic Violence, person with mental health disability)? What has been/will be done to secure support services funding?

Target Client Groups to be served

Complete the following tables by entering the number of households for each target client group to be served under the IAH Extension program in your community. Please complete the entire table.

Please provide your **best estimate** when completing this table.
Determination of units for target client groups is at your discretion.

Projected Target Client Group	Rental Housing Component	Homeownership Component	Ontario Renovates Component	Total
Seniors				0
Persons with Disabilities				0
Victims of Domestic Violence				0
Substance Abuse Issues				0
Aboriginal Peoples				0
Working Poor				0
Other:				0
Other:				0
Total	0	0	0	0

5. The IAH Extension aims to encourage training of skilled labour by supporting apprenticeships in the residential housing sector. How do you intend to promote and support the employment of apprentices under the program?

6. Additional comments.

2. Planned Financial Commitments

Complete the following table to indicate how much of your annual allocation you plan to commit to each program component in each year of the IAH program.
"Commit" is defined as:

CAPITAL

Rental - Contribution Agreement for Ministry approved projects
Homeownership - MMAH annual capital funding commitment letter
Ontario Renovates - MMAH annual capital funding commitment letter

Enter the full amount of the IAH Extension funding to be committed in the year in which you plan to make the commitment in accordance with your notional annual funding allocation.

Enter the amount to be used as administration fees for each year. Administration fees cannot exceed 7.5% of your total six-year funding allocation.

Please provide your best estimate when completing the highlighted sections.

PLANNED FINANCIAL COMMITMENTS BY YEAR

Program Component	Planned Financial Commitment - \$s						TOTAL
	YEAR 1 2014-15	YEAR 2 2015-16	YEAR 3 2016-17	YEAR 4 2017-18	YEAR 5 2018-19	YEAR 6 2019-20	
Enter your total SMA allocation for each fiscal year (a)							0
Capital Components							
Rental Housing							0
Homeownership							0
Ontario Renovates							0
PA Administration Fees							
PA Administration Fees							0
TOTAL (b)	0	0	0	0	0	0	0
Variance (a-b)*	0	0	0	0	0	0	0

*The variance should be equal to zero. If it is not, please adjust planned commitments.

3. Capital Projected Take-Up (Units/households)

Program Component	Projected Units Funded / Households Assisted						TOTAL
	2014-15	2015-16	2016-17	2017-18	2018-19	2019-20	
Rental							0
Homeownership							0
Ontario Renovates							0
TOTAL	0	0	0	0	0	0	0

PLANNED FINANCIAL COMMITMENT AND TAKE-UP BY QUARTER

Enter the full amount of IAH Extension funding to be taken-up in each quarter (i.e. appropriate funding agreement signed).

Please provide your best estimate when completing the highlighted sections.

Please note that payments for the Ontario Renovates component will be based on the information provided in the chart below.

Year 1 - 2014-15 Quarterly Plan

Program Component	Planned Financial Commitment	Planned Financial Take-up - \$				TOTAL
	2014-15	Quarter 1 Apr - Jun	Quarter 2 Jul - Sep	Quarter 3 Oct - Dec	Quarter 4 Jan - Mar	
Allocation for Year 1 (a)	0					
Capital Components						
Rental Housing	0					0
Homeownership	0					0
Ontario Renovates	0					0
PA Administration Fees	0					0
TOTAL (b)	0	0	0	0	0	0
Variance (a-b)*	0					0

*The variance should be equal to zero. If it is not, please adjust planned commitments.

Appendix A – 2014-15 Quarterly Update (Capital)

FINANCIAL TAKE-UP - QUARTER 1 (APRIL - JUNE) UPDATE

As of:

Enter the full amount of the IAH Extension funding that was taken up in Quarter 1, where take-up is defined as:

Rental: Contribution Agreements for Ministry approved projects

Homeownership/Ontario Renovates: approved project information form in AMS with appropriate documents

Enter when you plan to commit the remaining Year 1 balance in Quarters 2 to 4 where requested.

Please enter information into the highlighted cells below only.

Financial Take-ups by Quarter

Program Component	Total Planned for Year 1	Financial Take-ups by Quarter - \$s					Total
		Quarter 1 Apr - Jun	Quarter 2 Jul - Sep	Quarter 3 Oct - Dec	Quarter 4 Jan - Mar		
		Actual	Forecast	Forecast	Forecast		
Capital Components	0						
Rental Housing	0					0	
Homeownership	0					0	
Ontario Renovates	0					0	
TOTAL	0	0	0	0	0	0	
Variance (Excludes Operating Component & SM Administration Fees)							0

UNIT TAKE-UP - QUARTER 1 (APRIL - JUNE) UPDATE

As of:

Enter the full amount of the IAH Extension units that was taken up in Quarter 1, where take-up is defined as:

Rental: contribution agreements

Homeownership/Ontario Renovates: approved project information form in AMS with appropriate documents

Enter when you plan to commit the Year 1 balance in Quarters 2 to 4.

Please enter information into the highlighted cells below only.

Unit Take-ups by Quarter

Program Component	Total Planned for Year 1	Unit Take-ups by Quarter				
		Quarter 1 Apr - Jun	Quarter 2 Jul - Sep	Quarter 3 Oct - Dec	Quarter 4 Jan - Mar	Total
		Actual	Forecast	Forecast	Forecast	
Capital Components	0					
Rental Housing	0					0
Homeownership	0					0
Ontario Renovates	0					0
TOTAL	0	0	0	0	0	0
Variance						

Program Administrator	0
PA Contact Name	0
Date Submitted to MMAH	

SCHEDULE "D"

STEERING COMMITTEE

The Steering Committee is a forum for sharing information, planning and approving steps to be taken, seeking assistance and assurances on issues regarding the development, delivery and administration of the Program.

The Committee will continue to exist and operate for as long as is necessary to meet the requirements of this Agreement.

The Committee will consist of the OAHS Executive Director, or other member appointed by the OAHS Board of Directors, and two members appointed by the ADM, Housing Division, or the Minister of Municipal Affairs and Housing following the effective date of the Agreement.

The Committee will meet as needed.

SCHEDULE "E"

COMMUNICATIONS PROTOCOL REQUIREMENTS (See also s. 2.5 of FIMUR (2014-2020) Administration Agreement)

CMHC – ONTARIO

AGREEMENT FOR INVESTMENT IN AFFORDABLE HOUSING 2011-2014, as extended

SCHEDULE G COMMUNICATIONS PROTOCOL (Paragraph 11.1 of the Original Agreement)

G.1 GENERAL

- G.1.1 CMHC and MMAH (the "Parties") agree to undertake joint communications activities and products that will enhance opportunities for open, transparent, effective and timely communications with the public through appropriate, continuous and consistent public information activities that recognize the contributions of the Parties and the applicant.
- G.1.2 CMHC and MMAH agree that all communications activities and products related to this Agreement, any Programs and any Projects shall recognize equally, refer to equally and give equal prominence and priority to the "Government of Canada" including "Canada Mortgage and Housing Corporation" and the "Government of Ontario" including "the Ministry of Municipal Affairs and Housing". Without limiting the generality of the proceeding sentence, this paragraph applies to all provisions of this Schedule.
- G.1.3 All public information material in relation to this Agreement shall be prepared jointly.
- G.1.4 Subject to G.1.2, both Parties agree to adhere to government visibility requirements. They will be provided by CMHC and MMAH Communications Branch as issued from time to time. Visibility requirements may include, but are not limited to, items such as branding and signage.

G.2 JOINT COMMITTEE

- G.2.1 There shall be a Joint Committee of senior CMHC and MMAH officials responsible for the implementation of the Communications Protocol. The Joint Committee is a forum for sharing information on Investment in Affordable Housing 2011-2014 Projects and Programs, planning and

approving communications plans, materials and activities, but may elect to address other Program issues by mutual agreement.

- G.2.2 The Joint Committee will continue to exist and operated for as long as necessary to meet the requirements of this Agreement.
- G.2.3 The Joint Committee will consist of two members appointed by CMHC and two members appointed by MMAH.
- G.2.4 The Joint Committee will be headed by two Co-chairs. CMHC will appoint one of its two members as the CMHC Co-chair and MMAH will appoint one of its two members as the MMAH Co-chair.
- G.2.5 The Joint Committee will meet at least twice year.

G.3 COMMUNICATION WITH APPLICANTS AND OTHERS

- G.3.1 MMAH will provide the CMHC co-chair with information on each Project application which has been approved five business days before any communication of the approval to the applicant or others.
- G.3.2 All Project and Recipient approval notifications in a form acceptable to both parties shall identify the "Government of Canada" including "Canada Mortgage and Housing Corporation" and the "Government of Ontario" including "the Ministry of Municipal Affairs and Housing" as sources of funding, under the "Investment in Affordable Housing 2011-2014.
- G.3.3 All public information material related to calls for tendering shall clearly and prominently indicate that the Project is funded by the "Government of Canada" including "Canada Mortgage and Housing Corporation" and the "Government of Ontario" including "the Ministry of Municipal Affairs and Housing" pursuant of this Agreement.

G.4 COMMUNICATION WITH THE PUBLIC

Public Information Products

- G.4.1 The Parties may develop information kits, brochures, public reports, and web site material, recognizing the joint funding, to inform potential applicants and the public about the Investment in Affordable Housing 2011-2014 and the Programs.

News Releases

- G.4.2 A joint news release shall be issued when this Agreement is signed. Unless the Parties decide otherwise, there shall be a joint news release of each approved Project or group of Projects or Recipients (without disclosing personal information), in which each Party will have equal importance. A news release may include quotations from a federal and a provincial official, other contributors and the applicant. The Parties must agree on these quotations. The Parties shall agree on the timing of the news release.
- G.4.3 The Parties shall co-operate in organizing press conferences, announcements and official ceremonies. The Parties will agree on the message and public statements at such events. The Parties shall agree if, when and where special ceremonies and events will be held. Neither Party nor any municipality, applicant or contributor shall make any public announcement for a Project or Recipient, without first securing the agreement of the other Party. A Party must be informed of a proposed joint event at least 20 working days prior to the planned date of the event. No arrangements shall be made for events until the other Party agrees to the event.
- G.4.4 Either Party may organize a joint press conference. The requester shall give the other Party notice of at least 20 working days of such a press conference, public announcement or joint event, which shall not be presented by one Party to another as final. The CMHC and Ontario Ministers or their designated representatives and each Party may participate in these press conferences, which shall be held on a date and at a location that are agreed upon.
- G.4.5 The signing of this Agreement shall be the subject of an official ceremony
- G.4.6 The Parties shall work together to organize such announcements and official ceremonies, and shall follow a mutually agreed upon order precedence. The Parties should jointly agree on the message and public statements at such events.

Signage

- G.4.7 MMAH shall ensure that the applicant provides and installs temporary signage at a prominent location where there is visible activity related to an approved Project. The signage shall indicate that it is a Government of Canada – CMHC and Government of Ontario – MMAH (and municipal as applicable) Investment in Affordable Housing 2011-2014 Project, bear a message approved by each Party, and remain in place throughout the construction period.

- G.4.8 MMAH shall provide and install, where appropriate, a plaque or permanent sign bearing an appropriate inscription.
- G.4.9 Design, wording and specifications of signs and plaques shall reflect the equal participation of the "Government of Canada" including "Canada Mortgage and Housing Corporation" and the "Government of Ontario" including "the Ministry of Municipal Affairs and Housing" and must be approved by both Parties. Signs and plaques shall have appropriate spaces indicating participation by the municipality and the applicant, if requested.
- G.4.10 The Parties shall issue specifications for signs and plaques and time frames for their installation. Temporary signs must be removed within 90 days of Project completion.

Advertising

- G.4.11 Either Party may organize an advertising or public information campaign, recognizing the joint funding, related to the Investment in Affordable Housing 2011-2014 and the Programs. However, it must inform the other Party of the contents of the campaign's message at least 30 days before it is launched.

Payments

- G.4.12 All payments to approved applicants or others pursuant to or related to this Agreement will identify the "Government of Canada" including "Canada Mortgage and Housing Corporation" and the "Government of Ontario" including "the Ministry of Municipal Affairs and Housing" as sources of funding, under the "Investment in Affordable Housing 2011-2014".

G.5 COSTS

- G.5.1 The Joint Committee shall approved an annual communication plan and budget.
- G.5.2 Costs associated with the development and delivery of communications products and activities in the approved communications plan and budget are eligible costs under this Agreement. This would apply to cost incurred by either party associated with any public announcement and official ceremony, temporary or permanent signage and plaques, advertising, literature, media distribution, organization of special events, as established by both Parties.

G.6 MUNICIPALITIES

- G.6.1 "Municipal and "municipality" include public bodies designated by MMAH as the local functionary for Programs.

SCHEDULE "F"
PAYMENT AND MILESTONE SCHEDULE¹

Program	Total Allocation	Amount Payable Annually	First Milestone	Second Milestone	Third Milestone
	Subject to the terms of the Agreement - \$33,053,625				
Administration Fee (all modules)	Up to 7.5% of total allocation unless otherwise approved by MMAH	Equal quarterly installments over the life of the Program			
Assisted Homeownership		To be determined by PDFP	-100% of project funding will be advanced in accordance with s. 3.1 after MMAH receives a copy of the signed agreement of purchase and sale, conditional letter of commitment and confirmation of unit and purchaser eligibility (See Note 2 ²)	N/A	N/A
Rental Housing 1. New Construction		To be determined by PDFP	-For Projects not directly delivered by OAHS, 50% of a project funding will be advanced after MMAH receives a copy of the signed Contribution Agreement between OAHS and the Proponent and a Project Information Form (see Note 3 ³) -For Projects directly delivered by OAHS, 50% of a project funding will be advanced after MMAH receives a copy of OAHS' construction agreement (containing a development schedule and standard construction payment schedule), Board and/or subcommittee approval, a Project Information Form, and proof of OAHS' ownership of or a right to acquire the land (see Note 4 ⁴)	-40% of project funding will be advanced after the issuance of a Building Permit and receipt by MMAH of evidence of registered Security	-10% of project funding will be advanced after MMAH receives a copy of the certificate of substantial completion (as defined in the Construction Lien Act), the Occupancy Report in the form of Appendix "A" and the Apprenticeship Report in the form of Appendix "F"
2. Acquisition and Rehabilitation			-80% of project funding will be paid after MMAH receives a copy of the signed Contribution Agreement, a copy of the signed agreement of purchase of sale and a Project Information Form (See Note 2)	10% of project funding will be advanced after MMAH receives a copy of the certificate of substantial completion (as	-10% of project funding will be advanced after OAHS provides MMAH with the Occupancy Report in the form of Appendix "A", and the Apprenticeship Report in the form of Appendix "F"

¹ Where there is a need due to the unique nature of a project, MMAH may change the payments and milestones for the project upon notice to and in consultation with OAHS.

² Each Year, MMAH will pay to OAHS upfront 10% of the annual amount allocated to this Program Module in the PDFP or \$100,000, whichever is less, in order to assist victims of violence on a timely basis provided that (i) OAHS shall by December 31 of each year reconcile with MMAH how the funds have been used, (ii) OAHS shall repay to MMAH any funds that have not been used in accordance with this Program Module and (iii) Schedule "B-2", with the necessary changes, applies to the funds. Additional upfront funding may be provided on the same terms based on need as demonstrated by OAHS.

³ OAHS is required to subsequently flow funds to proponents using standard construction milestones in the Contribution Agreement including a 10% holdback under the Construction Lien Act.

⁴ OAHS is required to subsequently flow funds to the developer using standard construction milestones in the construction agreement including a 10% holdback under the Construction Lien.

					defined in the <i>Construction Lien Act</i>) and provides evidence of registered Security		
Homeowner Repair Year 1			To be determined by PDFP	-75% of project funding will be advanced after MMAH receives a copy of the signed Letter of Agreement and a Project Information Form		-25% of project funding will be advanced after MMAH receives from OAHHS a signed Certificate of Completion in the form of Appendix "B"	
Homeowner Repair Years 2- 6			To be determined by PDFP	-project funding will be advanced on a quarterly basis, at MMAH's sole discretion, based on the updated project information provided for the preceding quarter, after MMAH receives a copy of the signed PDFP and updated Project Information Forms for all uncompleted projects for each quarter.			

SCHEDULE "G"

PROCUREMENT POLICY

Note: More restrictive tender requirements may be used at the discretion of

Procurement Level	Requirement
Under \$5,000	OAHS and FIMUR proponents are required to implement clear, fair, and equitable procedures when selecting contractors, or a consultant.
\$5, 000 to \$24,999	OAHS is required to implement clear, fair and equitable procedures by: <ul style="list-style-type: none">• obtaining three written competitive, comparable, quotations from suppliers, contractors, and consultant.• requiring that requests for quotes must clearly identify the scope of work required, as per the proponent agreement
Over \$25, 000 (Goods & Services)	OAHS is required to engage in clear, fair and equitable procedures in: <ul style="list-style-type: none">• implementing a public or invitational tender.• requiring that tenders must follow a sealed bid process as detailed in OAHS' tender guidelines
Over \$100, 000 (Goods & Services)	OAHS is required to implement clear, fair, and equitable procedures in implementing a public tender. Tenders must follow a sealed bid process as detailed in OAHS' tendering guidelines.

OAHS based on local tender practices.

