

THE CORPORATION OF THE CITY OF BRAMPTON

BY-LAW NUMBER 155-75

Being a by-law to provide for a community sponsored rent supplement program with regard to the Kennedy Road Tabernacle Benevolent Association Senior Citizens Apartment Complex at Kennedy Road and Vodden Street in the City of Brampton.

The Council of the Corporation of the City of Brampton ENACTS as follows:

1. THAT the Corporation of the City of Brampton approves of the provision of rent geared to income accommodation for senior citizens under the Ministry of Housing's Rent Supplement Program in up to twenty-five per cent (25%) of the units in the Kennedy Road Tabernacle Benevolent Association Senior Citizens Apartment Complex at Kennedy Road and Vodden Street in the City of Brampton; being a non-profit housing project. The Corporation of the City of Brampton undertakes and agrees to contribute seven and one half per cent (7½%) of any annual loss arising out of the said Senior Citizens housing and agrees to execute the Minister's standard agreement in the form annexed hereto.

READ a FIRST, SECOND and THIRD TIME and PASSED in Open Council this 25th day of August, 1975.


JAMES E. ARCHDEKIN MAYOR


KENNETH R. RICHARDSON CLERK

COMMUNITY SPONSORED HOUSING PROGRAMME -
Municipal Subsidy Agreement

THIS AGREEMENT made in duplicate the 25th day
of August, A.D. 1975.

B E T W E E N:

THE HONOURABLE DONALD R. IRVINE,
Minister of Housing for the Province
of Ontario

(hereinafter called "the Minister")

OF THE FIRST PART

- and -

THE CORPORATION OF THE CITY OF BRAMPTON

(hereinafter called "the Municipality")

OF THE SECOND PART

WHEREAS pursuant to Section 17(1)(a) of the
Housing Development Act as amended, the Municipality may, with
the approval of the Minister, enter into an agreement with
a governmental authority for sharing or contributing to the
maintenance cost of a housing project; and

WHEREAS the Minister has instituted a Community
Sponsored Housing Programme designed to assist individuals
and families of low or moderate income to obtain private
non-profit rental or co-operative housing accommodation
within the Municipality at rents or charges which
are scaled to their incomes, whereby the Minister will pay
to a non-profit housing corporation furnishing such
accommodation the difference between the rents or charges
scaled to income and the usual full recovery rents or charges for
the accommodation.

WHEREAS in consideration of the assistance given
to such persons, the Municipality has agreed with the Minister

to bear a portion of the annual operating losses pertaining to such programme for non profit housing projects situated within the Municipality; and

WHEREAS the Municipality has on the 25th day of August, A.D. 197⁵, passed By-Law No. 155-75 authorizing the entering into of this Agreement.

NOW THEREFORE THIS AGREEMENT WITNESSETH THAT in consideration of the premises and the mutual understandings hereinafter set forth, the parties hereto, on behalf of themselves and their respective successors and assigns, hereby covenant and agree as follows:

1. In this agreement:

- (i) "owner" shall mean the non-profit corporation which owns the building wherein certain housing units are being provided at less than full recovery rents, or charges to individuals or families of low or moderate income.
- (ii) "individual or family of low or moderate income" shall mean an individual or family that receives a total income that in the opinion of the Minister is insufficient to permit the individual or family to rent or obtain ~~any~~ housing accommodation adequate for its needs at the current prevailing rental or co-operative rates in the area in which the individual or family lives.
- (iii) "rent supplement" or "co-op housing supplement" shall mean the difference between the full monthly rents or co-op housing charges which would normally be charged by the non-profit corporation for the housing units under the programme and the actual rents or housing charges based on the Minister's rent-to-income scale, which are charged to the individual or family of

low or moderate income for the housing accommodation.

(iv) "operating expenses" means the total of:

- (a) the rent supplement or co-op housing charge supplement amounts paid in any calendar year by the Minister to owners within the Municipality.
- (b) the full rents or co-op housing charges for any units which the Minister may be legally obliged to pay to owners by reason of unavoidable vacancies occurring during the calendar year.
- (c) administrative expenses incurred by the Minister in operating and carrying out the programme, providing that the administrative fee shall not exceed \$8.00 per housing unit per month during the first 5 years of this agreement.
- (d) any other legitimate expenses agreed to be paid by the Minister to the owner pertaining to units in the programme.

2. The Minister shall provide rent or co-operative housing accommodation to individuals or families of low or moderate income within the Municipality by entering into rent or co-op housing charge supplement agreements with owners for the direct leasing or provisions of co-op housing accommodation to such individuals or families under which the Minister shall pay the operating expenses pertaining to the units. A list of the non-profit housing supplement agreements which the Minister has entered into with various owners to date is attached hereto as Schedule "A", and further projects may be added thereto from time to time as agreed to in writing between the Parties.

3. The Municipality shall pay to the Minister on or before the 30th day of June in each year a sum equal to seven-and-a-half (7½%) per cent of the operating deficit incurred with respect to the non-profit housing supplement accommodation within the Municipality for the preceding calendar year in accordance with a certified statement to be delivered to the Municipality by the Minister on or before the 30th day of April in the year in which such payment shall be made.

4. The Municipality shall have the right, through its servants, agents or auditors, at any time, upon reasonable notice to the Minister, to examine the books and records of the Minister pertaining to the non-profit housing supplement accommodation with the Municipality, and in the event that at any time the Municipality disputes the amount claimed by the Minister under the preceding paragraph hereof, and the parties hereto cannot resolve such dispute, and the Minister shall refer such dispute to a third party acceptable to each of them, and the decision of such third party shall be final and binding on both parties hereto.


5. This Agreement shall continue and remain in force for a period of twenty years from the date hereof, and shall enure to the benefit of and be binding upon the parties hereto, their successors and assigns. Provided, however, that neither party to the agreement shall assign the agreement without the written consent of the other party first had and obtained.

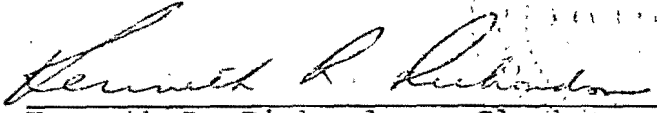
IN WITNESS WHEREOF the parties hereto have
hereunder affixed their corporate seals under the hands of
their proper signing officers duly authorized in that
behalf.

Minister of Housing of
the Province of Ontario

Municipality

THE CORPORATION OF THE CITY OF BRAMPTON


James E. Archdekin, Mayor


Kenneth R. Richardson, Clerk

SCHEDULE "A"

List of Non-Profit Supplement Units in the City of Brampton

Date of Agreement with Owner	No. and Type of Units	Term	Full Normal Rent or Housing Charge Per Unit
August 20th, 1975	17 Apartment Units	15 years	\$165.00 per month
	10 Apartment Units	15 years	\$185.00 per month
	<u>1 Apartment Unit</u>	15 years	\$205.00 per month
	<u>28 Apartment Units</u>		