



THE CORPORATION OF THE CITY OF BRAMPTON

BY-LAW

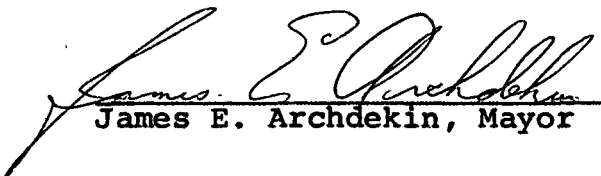
Number 208-76

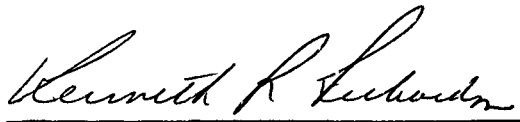
A By-law to authorize the execution of an Agreement between Ontario Housing Corporation and The Corporation of the City of Brampton.

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

1. That the Mayor and the Clerk are hereby authorized to execute an Agreement between Ontario Housing Corporation and The Corporation of the City of Brampton, attached hereto as Schedule "A".
2. That By-law 121-76 be and is hereby repealed.

READ a FIRST, SECOND and THIRD TIME and PASSED in Open
Council this 12th day of October, 1976.


James E. Archdekin, Mayor


Kenneth R. Richardson, Clerk

RENT SUPPLEMENT PROGRAM - SUBSIDY AGREEMENT

THIS AGREEMENT made in quadruplicate the *Tenth* day
of *November*, A.D. 1976

BETWEEN:

ONTARIO HOUSING CORPORATION
(hereinafter called "the Corporation")

OF THE FIRST PART

-and-

THE CORPORATION OF THE CITY OF BRAMPTON
(hereinafter called "Brampton")

OF THE SECOND PART

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

WHEREAS the Corporation, being an agent of Her Majesty the Queen in right of the Province of Ontario, has instituted a rent supplement housing program to assist individuals, senior citizens and families of low income who have resided and/or worked in Brampton for at least one year obtain private rental accommodation within Brampton at rents which are scaled to their incomes, whereby the Corporation pays to the owner of such private accommodation the difference between such rents scaled in income and the usual market rents charged for same as well as certain other incidental operating expenses, and

WHEREAS, in consideration of the assistance given to such persons, Brampton has agreed with the Corporation to bear a portion of the annual operating losses pertaining to such program for projects situated within Brampton, and

WHEREAS Brampton has on the 10th day of May, A.D. 1976, passed By-law No. 121-76 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 owner of the building wherein housing units are being leased.
 - (ii) "individual, senior citizens or family of low income" shall mean an individual, senior citizen or family that receives a total income that in the opinion of the Corporation is insufficient to permit the individuals, senior citizen or family to rent housing accommodation adequate for its needs at the current rental market in the area in which the individual, senior citizen or family lives.
 - (iii) "rent supplement" shall mean the difference between the full monthly rent as indicated in the agreements between the corporation and the owner for the housing units under the program and the actual rents based on the Corporation's rent-to-income scale, which are charged to the individual, senior citizen or family of low income for the housing accommodation.
 - (iv) "operating expenses" means the total of:
 - (a) the rent supplement amounts paid in any calendar year by the Corporation to owners within
 - (b) the full market rents for any units which the Corporation may be legally obliged to pay to owners by reason of unavoidable vacancies occurring during the calendar year. On a semi-annual basis a vacancy list for the previous 6 month period together with total costs related thereto be submitted to the City.

- (c) administrative expenses incurred by the Corporation in operating and carrying out the program in accordance with Appendix "A" to this agreement.
- (d) cost of unit redecoration for the purposes of assigning, subletting or reletting a unit.
- (e) any other legitimate expenses agreed to be paid by the Corporation to the owner pertaining to units in the program.

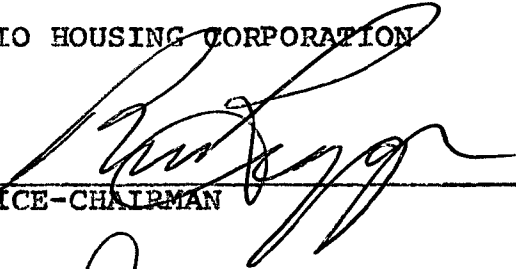
2. The Corporation shall provide rent supplement housing accommodation to individuals, senior citizens, or families of low income within Brampton by entering into rent supplement agreements with owners for the direct leasing of family units to such individuals, senior citizens or families under which the Corporation shall pay the operating expenses pertaining to the units. A list of the rent supplement agreements which the Corporation has entered into with various owners to date is attached hereto as Schedule "A", and it is agreed that same will be added to annually as further agreements are concluded covering additional units, and/or extending the terms under existing agreements.
3. Brampton shall pay to the Corporation on or before the 30th day of June in each year a sum equal to seven-and-a-half (7-1/2%) per cent of the operating expenses incurred with respect to the rent supplement accommodation within Brampton for the preceding calendar year in accordance with a certified statement to be delivered to Brampton by the Corporation on or before the 30th day of April in the year in which such payment shall be made.
4. Brampton shall have the right, through its servants, agents, or auditors, at any time, upon reasonable notice to the

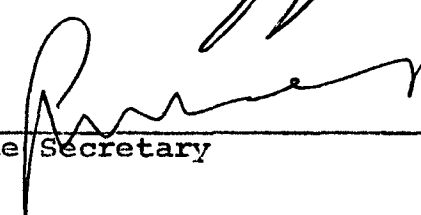
Corporation, to examine the books and records of the Corporation pertaining to the rent supplement accommodation with Brampton and, in the event that at any time Brampton disputes the amount claimed by the Corporation under the preceding paragraph hereof, and the parties hereto cannot resolve such dispute, and the Corporation 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 fifteen (15) 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.

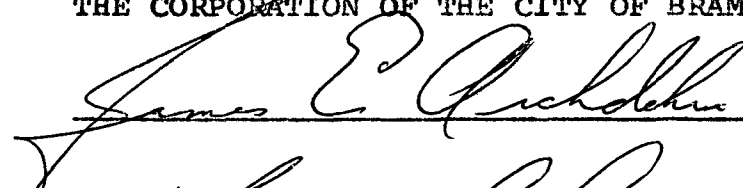
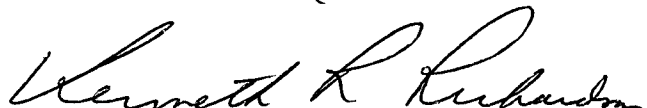
IN WITNESS WHEREOF the parties hereto have hereunder affixed their corporate seals under the hands of their proper signing officers duly authorized in that behalf.

ONTARIO HOUSING CORPORATION


for VICE-CHAIRMAN


Corporate Secretary

THE CORPORATION OF THE CITY OF BRAMPTON


James E. Richardson Mayor

Kenneth R. Richardson CLERK

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APPENDIX "A"

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Schedule of Administrative Expenses

Administrative Fee	\$4.25 per housing unit per month
Development Fee -a one-time fee payable for new units accepted during each calendar year.	\$50.00 per housing unit

The above fees are in effect on the date of this agreement and are subject to change on an annual basis during the currency of the agreement. Any changes are the result of negotiations between the Corporation and Central Mortgage and Housing Corporation based on actual administrative costs at the time.



SCHEDULE "A"

<u>NAME OF PROPONENT</u>	<u># OF UNITS</u>	<u>PLACE</u>
Bramalea Consolidated Developments Limited	98	Kingscross/Knights Bridge
V. & M. Investments Limited	57	Eastern Ave./Trueman Street

AW

PASSED October 12, 1976



BY-LAW

No. 208-76

A By-law to authorize the execution
of an Agreement between Ontario Housing
Corporation and The Corporation of the
City of Brampton.