

CONTRIBUTION AGREEMENT
2022 Phase 5 Social Services Relief Fund
New Facilities Component

This Agreement made on the 10th day of November 2022

BETWEEN:

**THE CORPORATION OF THE UNITED COUNTIES OF PRESCOTT AND
RUSSELL**

(Hereinafter called the “Service Manager”)

—and—

MAISON INTERLUDE HOUSE INC.

(Hereinafter called the “Proponent”)

WHEREAS:

- A. On April 1, 2020, in response to the ongoing COVID-19 crisis, the Government of Ontario in a shared initiative between the Ministry of Municipal Affairs and Housing and the Ministry of Children, Community and Social Services, announced a new, 200 million Social Relief Fund.
- B. The additional funding provided under the Social Services Relief Fund through the Community Homelessness Prevention Initiative (CHPI), a 100 per cent provincially funded program that aims to prevent and end homelessness, services for people experiencing homelessness and for people at-risk of homelessness.
- C. On April 7, 2022, the Ontario government announced an additional investment of \$127.5 million through a fifth phase of the province’s Social Services Relief Fund (SSRF)
- D. Under the “SSRF Phase 5”, the United Counties of Prescott-Russell will receive an additional \$1,337,400 in provincial funding for the 2022-23 fiscal year.
- E. SSRF Phase 5 funding supports operating and capital expenses to mitigate the continued impact of the COVID-19 pandemic on the homelessness sector. Funding is to be used by the Service Managers and Indigenous Program Administrators for eligible expenses in accordance with the Social Services Relief Fund Program Guidelines (as indicated in Schedule “A” to this agreement), beginning April 1, 2022, to December 31, 2022.
- F. On June 1, 2022, in closed session, the United Counties of Prescott-Russell’s Council approved that an allocation of \$ 900,000 of the SSRF Phase 5 funding is used towards the new construction of the Maison de 2e étape proposed by Maison Interlude House Inc. as part as their ongoing efforts with CMHC and the Province to create affordable housing.
- G. The Minister and the Service Manager have entered into an Administration Agreement (Investment Plan) on May 2, 2022, for the purpose of establishing the Service Manager’s obligations with respect to the New Facilities Component and the Minister’s obligations to provide funding to the Service Manager.
- H. The Service Manager and the Proponent have entered into this Agreement for the purpose of establishing the Proponent’s obligations with respect to the New Facilities Component and the Service Manager’s obligation to provide funding to the Proponent.
- I. The Service Manager may enter into a Contribution Agreement with the Proponent pursuant to section 110 of the Municipal Act, 2001 and the Municipal Housing Facilities Agreement By-law 2017-04 for the provision of affordable units.
- J. The Proponent agrees to enter into the Contribution Agreement with the Service Manager to enable it to carry out the Development Activities related to the completion of the Project and occupancy of the Supportive and Affordable Housing Units in accordance with this agreement.

NOW THEREFORE, the Service Manager and the Proponent agree with each other as follows:

1 INTERPRETATION

1.1 In this Agreement, including its Schedules, unless the context requires otherwise,

- **“Administration Agreement”** means the Administration Agreement between the Minister and the Service Manager to which the administration of this program is outlined;
- **“Affordability Period”** means the period during which the average rent in a Project is required to be maintained at an affordable level, as determined in accordance with the Program Guidelines or as otherwise established by the Minister and/or the Service Manager;
- **“Affordable Housing”** means Housing which is modest in terms of floor area and amenities, based on household needs and community norms, in Projects that achieve rent levels in accordance with the Program Guidelines but does not include residential premises used as a nursing home, retirement home, shelter, crisis care facility or any other type of similar facility;
- **“Affordable Housing Units”** means all housing units for which the Proponent will receive Social Services Relief Fund funding and for which the Program Guidelines will apply;
- **“Average Market Rents”** means the average rent figures, based on geographical areas of the United Counties of Prescott-Russell and classified by bedroom count, as determined annually in the CMHC Average Market Rent Survey or as approved by the Ministry of Housing of Ontario, or as approved by CMHC under the Co-Investment Program;
- **“Agreement”** means this Contribution Agreement;
- **“Business Day”** means each Monday, Tuesday, Wednesday, Thursday and Friday except when any such day occurs on a statutory holiday observed in Ontario;
- **“Contribution Agreement”** means an agreement entered into by the Service Manager or another party contributing to the Project and an approved Proponent for contributions under the Program;
- **“Contribution 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 do 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 by the 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;
- **“Force Majeure”** means a delay arising from strike, lockouts, riot, insurrections, terrorism, war, fire, tempests, act of God, lack of material or supply of service at a reasonable cost, inclement weather, binding orders or regulations of governmental bodies, courts or arbitrators or any other event beyond the control of the Parties which causes a delay in the fulfillment of a Party’s obligations under this Agreement notwithstanding the reasonable efforts of such Party and provided that any such non-availability or delay does not relate to any extent to any act or omission by such Party or any of its authorized agents or employees;
- **“Funding”** means funding provided under the Program, as set out in the Program Guidelines;

- “**Funding Schedule**” means the schedule of funding setting out progress payments for the type of Project to be undertaken by a Proponent, in the form determined by the Service Manager and attached as Schedule “B.”
- “**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;
- “**Interest Adjustment Date**” means the date on which the Proponent makes the first payment of principal and interest in respect of the Proponent’s permanent bank financing obligations for the Project, following the completion of construction;
- “**SSRF Phase 5**” means the Social Services Relief Fund program as outlined within the Program Guidelines as attached in Schedule “A”;
- “**Loan**” means the total amount of Funding, advanced by the Service Manager to the Proponent, in accordance with the Funding Schedule;
- “**Maximum Income Limits (MILS)**” means the annual gross household income allowed by households at the time of initial occupancy, as established by the Service Manager and as amended from time to time;
- “**Minister**” means either the Minister of Housing or the Ministry of Housing as the context may require;
- “**Occupancy Date**” means the date on which occupancy of all Units in a Project is permitted;
- “**Parties**” means the Service Manager and the Proponent and “Party” means either of them, as the context may require;
- “**Permitted Encumbrances**” means the encumbrances encumbering the Affordable Housing Units listed in Schedule “F”;
- “**Phase-out Period**” means the last five (5) year period of the Affordability Period;
- “**PIPEDA**” means the *Personal Information Protection and Electronic Documents Act*, S.C. 2000, c. 5, including any amendments thereto;
- “**Protected Information**” means any “Personal Information” or “Personal Health Information”, as defined under PIPEDA;
- “**Prime Rate**” means the current Prime Rate as posted by the Bank of Canada;
- “**Program**” means the New Facilities Component of the 2022 Social Services Relief Fund program described In the Program Guidelines.
- “**Program Guidelines**” means the Program Guidelines for the 2022 Social Services Relief Fund and its Components;
- “**Project**” means the development at 1211 St-Augustin, Embrun, Ontario which includes the Social Services Relief Fund units related to this Agreement;
- “**Proponent**” means **Maison Interlude House Inc.** and includes any person or entity authorized to act on its behalf;
- “**Rent Supplement Program**” means a program administered by the United Counties of Prescott-Russell which provides a rent subsidy directly to Landlords equal to the difference between the Landlord’s allowable rent and the geared-to-income rent paid by the tenant;
- “**Rent Supplement Agreement**” means an Agreement between the Proponent and the Service Manager setting out the terms for rental of the Affordable Housing Units and the payment of rent subsidy to the Proponent;

- **“Rental Component”** means the Rental Housing Component described in the Program Guidelines;
- **“Security Documents”** means the security documents attached to and forming part of the Contribution Agreement;
- **“Service Manager”** means the Corporation of the United Counties of Prescott and Russell;
- **“Substantial Completion”** means the substantial performance, within the meaning of the *Construction Lien Act*, of all contracts which the Proponent has entered into for Development Activities in connection with the Project under this Agreement;
- **“Unit”** means a self-contained residential dwelling and, for the purpose of this Agreement, specifically means the Affordable Housing Units.

1.2 All references in this Agreement, including, without limitation, the Schedules hereto, to rent are deemed to include housing charges paid by members of non-profit housing corporations and “rentals” are deemed to have a corresponding meaning.

1.3 The following Schedules are attached to and form part of this Agreement:

Schedule “A”	2022 Social Services Relief Fund Program Guidelines
Schedule “B”	Funding Schedule
Schedule “C”	Contribution by Others
Schedule “D”	Rental Protocol
Schedule “E-1”	Charge/Mortgage of Land Assignment of Rents Permitted Encumbrances
Schedule “E-2”	Security Documents
Schedule “F”	Permitted Encumbrances
Schedule “G”	Proponent’s Initial Occupancy Report
Schedule “H”	Annual Occupancy Report
Schedule “I”	Communication protocol
Schedule “J”	Confirmation of Construction Start

1.4 In the event of a conflict or inconsistency between the provisions of this Agreement and the provisions of a Schedule, the provisions of this Agreement shall prevail.

1.5 All references in this Agreement to section numbers are references to sections of this Agreement unless otherwise stated.

2 TERM OF AGREEMENT

2.1. This Agreement shall commence upon the full execution of this Agreement by all Parties and shall continue for a period of twenty (20) years following the Occupancy Date of the Affordable Housing Units in the project, or until the date of any early termination of this Agreement.

3 FUNDING FOR AFFORDABLE HOUSING

3.1 In accordance with Program Guidelines, the Proponent being a Charitable Organization is not required to advance a minimum equity contribution.

3.2 The Loan, upon the terms and subject to the conditions set out in this Agreement, shall be in the amount of one hundred and twelve thousand five hundred dollars (\$ 112,500.00) for each of the (8) Units included in the Development Activities for Affordable Housing by the Proponent pursuant to the Proposal, the total amount of such Loan being nine hundred thousand dollars (\$900,000.00). The Service Manager shall disburse the amount of the Loan in accordance with the Funding Schedule attached as Schedule “B.” Notwithstanding Schedule “B,” the Service Manager shall at all times hold back the amount of funds required to comply with the Construction Lien Act.

3.3 The Proponent shall not make any changes to the Project, which may affect the number of Units or the funding requirements for the Project without the written approval of the Service Manager whose consent may be withheld. The Proponent understands that should

permission be provided by the Service Manager, the Minister may, in its sole discretion, change the allocation of Funding to the Project in response to the change in the Project.

4 PROVISION OF AFFORDABLE HOUSING

- 4.1 The Proponent agrees to undertake its Development Activities in accordance with the provisions relating to the development of the Project contained in the Program Guidelines.
- 4.2 Without limiting the condition set out in section 6.1(b), the Proponent shall use its best reasonable efforts to discharge or cause the discharge of any registered construction liens to ensure that there are no construction liens registered against the Project on the date for the disbursement of the Loan under this Agreement.
- 4.3 The Proponent shall not at any time during the term of this Agreement breach any Contribution Agreement respecting the Project that it has entered into by means of a Contribution by Others, including any municipal capital facility agreement made pursuant to section 110 of the *Municipal Act, 2001* and shall not, through any breach on its part, cause such other entity to terminate a Contribution Agreement for cause. The Proponent agrees that a breach by it of any such Contribution Agreement, which has not been corrected, shall constitute a breach of this Agreement. All such agreements by means of a Contribution by Others shall be attached as Schedule "C." The Proponent shall provide the Service Manager with evidence of its good standing under any such Contribution Agreement within ten (10) Business Days following its receipt of a written request from the Service Manager.
- 4.4 The proponent will work to the best of their ability to achieve the full occupancy of the Units within two years from the date of signing of this Agreement.

5 OPERATION OF SUPPORTIVE AND AFFORDABLE HOUSING

- 5.1 The Proponent acknowledges and agrees that the Rental Protocol set out in Schedule "D" applies to the Project by virtue of the contractual terms of this Agreement, notwithstanding that the Rental Protocol does not apply to the Project under the *Residential Tenancies Act, 2006*.
- 5.2 The Proponent agrees to enter into a Rent Supplement Agreement with the Service Manager for the Affordable Housing Units for a period not to exceed the term of this Agreement, if so, requested by the Service Manager.
- 5.3 The Proponent agrees to select tenants and operate the Units in accordance with the rules set out in Schedule "D" of this Agreement for the Term of the Agreement.

6 CONDITIONS

- 6.1 The provision of funding by the Service Manager pursuant to section 3.2 is subject to the following conditions precedent, each of which is for the exclusive benefit of the Service Manager, and may be waived in full or in part by the Service Manager by written notice to the Proponent:
 - a) there being no Claim for Lien under the *Construction Lien Act* registered against the Project;
 - b) there being in existence no unregistered lien or statutory claim having priority against the Project;
 - c) the Proponent's title to the Project being encumbered by no registered encumbrances other than the Permitted Encumbrances, as indicated in Schedule "F";
 - d) the Proponent being in good standing under all of the Permitted Encumbrances and there being no work orders issued against the Project by any governmental entity, agency or official;
 - e) all funds provided by means of a Contribution by Others due on or before a disbursement date hereunder having been fully advanced to the Proponent on or before such disbursement date and having been secured by by-law, agreement or

otherwise and attached as Schedule “C”; and

- f) the delivery of an executed registerable Agreement and security documents in the form attached hereto as Schedules “E-1” and “E-2” (completed in accordance with this Agreement).

- 6.2 If any of the conditions contained in section 6.1 have not been fulfilled on the date for the disbursement of the Loan by the Service Manager pursuant to section 3.2 and are not waived by the Service Manager pursuant to section 6.1, the Service Manager shall be under no obligation to make any advance of the Loan to the Proponent and the Service Manager shall thereupon have the right to terminate this Agreement and, in that event, neither party to this Agreement shall have any rights or obligations hereunder, save and except that the Service Manager may, notwithstanding such termination, bring an action against the Proponent for all losses, costs and expenses, including, without limitation, reasonable legal fees incurred by the Service Manager in connection with this Agreement where the non-performance or non-fulfillment of a condition is a result of a breach of a covenant by the Proponent.
- 6.3 During the period prior to occupancy, the Service Manager shall monitor the Project to ensure that the Proponent carries out all Development Activities in such manner and within such time periods as are reasonable and without undue delays.
- 6.4 The Service Manager may inspect the Project Development Activities and enter upon land and into buildings at any reasonable time without a warrant for the purpose of inspecting the building or site under the Building Code in respect of which a permit is issued or an application for a permit is made.
- 6.5 The Proponent shall use its best efforts to ensure that construction of the Project commences within ninety (90) days of the date of the Contribution Agreement for the Project. If construction of a Project has not commenced within ninety (90) days of such date, the Minister may require that the Service Manager cancel the Funding for the Project, demand repayment of any advanced Funding and reallocate such Funding as the Minister deems appropriate.
- 6.6 The Proponent shall notify the Service Manager immediately of the start of construction so that the Service Manager may provide written confirmation of the start of construction of the Project to the Minister.
- 6.7 Notwithstanding the insurance requirements of the Social Services Relief Fund as required by the Minister for funding purposes, the Proponent shall secure insurance in accordance with the Schedule E-1 and shall provide proof of the insurance which must be reviewed and deemed acceptable by the Service Manager prior to receiving funding. If the Proponent fails to secure such insurance, it is considered a default of the Agreement and the Service Manager has no further obligation to fund the Project.
- 6.8 Upon the commencement of construction of the Project, the Proponent agrees to submit to the Service Manager, in the form set out In Schedule J, confirmation of construction commencing.

7 ACCOUNTABILITY FRAMEWORK

7.1

- a) In the event:
 - (i) the Service Manager is advised by the Proponent that the Project will not proceed; or;
 - (ii) construction of the Project does not commence within ninety (90) days of the date of this Agreement; or
 - (iii) the Service Manager is advised by the Proponent that Development Activities related to the Project have stopped and the Project cannot be completed;

the Proponent shall return all unexpended Funding to the Service Manager,

forthwith upon demand, provided, however, that the Service Manager shall not require the Proponent to return any Funding that has been expended for the intended purposes, and

- b) If requested by the Service Manager, the Proponent shall submit to the Service Manager, an audited financial statement respecting the expenditure of the Funding provided to it pursuant to this Agreement which is not returned to the Service Manager, within ninety (90) days or such additional time as may be determined by the Service Manager, following the date on which the Service Manager becomes aware of any of the events listed in 7.1 a).

- 7.2 The Proponent warrants that it has not provided any false or misleading information respecting the subject matter of this Agreement and agrees that it shall not provide any false or misleading information to the Service Manager in the performance of its obligations under this Agreement.
- 7.3 During the period between the date of execution of this Agreement and the Occupancy Date of all units in the Project, the Proponent shall complete and submit to the Service Manager, quarterly reports, as may be required, beginning three (3) months after the Agreement has been signed by the Service Manager and Proponent.
- 7.4 The Proponent shall submit to the Service Manager within ninety (90) calendar days following the Occupancy Date, an audited financial statement, in a form satisfactory to the Service Manager, respecting its expenditure of funds provided to it pursuant to this Agreement.
- 7.5 Following the occupancy of all funded units, the Proponent shall complete and submit to the Service Manager Schedule "G" Proponent's Initial Occupancy Report.
- 7.6 Annually, by the 15th day of January or another date as agreed upon by the Proponent and the Service Manager, during the Affordability Period, the Proponent shall complete and submit to the Service Manager Schedule "H"—Proponent's Annual Occupancy Report.
- 7.7 Without limiting the Proponent's obligations under sections 7.5 and 7.6, the Proponent, if requested by the Service Manager, shall forthwith submit to the Service Manager the material required to be submitted to the Service Manager pursuant to section 7.5 and 7.6, in addition to any such material that the Proponent may have previously submitted to the Service Manager.
- 7.8 The Proponent shall, on forty-eight (48) hours prior written notice, give the Service Manager free access to the Project and to such staff, documents, books, records, and accounts as may be determined by the Service Manager, for the purpose of verifying compliance with this Agreement.
- 7.9 The Service Manager may conduct an audit, investigation or inquiry in relation to the Project or any larger development or project of which the Project is a part, and the Proponent shall cooperate with the Service Manager and provide free access to the Project and to such staff, documents, books, records and accounts as may be determined by the Service Manager.
- 7.10 The Proponent shall provide any requested information, documentation, and/or reporting that may be required from time to time by the Service Manager or the Minister to confirm compliance with this agreement.
- 7.11 The provisions of sections, 7.2, 7.7, 7.8, and 7.9 shall continue to apply for a period of seven (7) years after the completion after the Affordability Period or the date of any early termination of this Agreement.

8 COMMUNICATIONS PROTOCOL

- 8.1 The Proponent acknowledges that the terms of the SSRF Phase 5 Agreement and CMHC's Co-Investment Fund require the Service Manager and the Minister to co-ordinate with CMHC and/or obtain CMHC's approval with respect to publicity relating to projects funded in accordance with this Agreement, including advertising, written materials and signs; messages; public statements; press conferences; news releases; announcements; official ceremonies; and special events, in each case, for projects funded in accordance with this Agreement. The Proponent shall ensure that there will be no such publicity, advertising, signs, messages, public statements, press conferences, new releases, announcements, official ceremonies, or special events, without the prior written consent of MMAH/CMHC. A copy of the requirements of the SSRF Communication

Protocol and CMHC Co-Investment Fund Communication Protocol are attached as Schedule "I." The Proponent agrees that it shall not do or omit to do any act which will cause the Minister or the Service Manager to be in breach of these requirements.

9 REMEDIES

- 9.1 In the event the Service Manager becomes aware of a failure of the Proponent to observe or perform a material condition in this Agreement or that the Proponent may, in the opinion of the Service Manager, be in financial difficulty, the Service Manager shall meet with the Proponent to determine a course of action to rectify the situation. Both parties shall use their best efforts to work together co-operatively with a view to maintaining, to the greatest extent possible in the circumstances, the ongoing operation of the Project in accordance with the terms of this Agreement. Both parties acknowledge that the interests of the tenants shall be considered in determining what course of action may be most suitable given the situation.
- 9.2 The Proponent acknowledges that when the Service Manager becomes aware of a failure by a party who has received funding to observe or perform a material condition relevant to the receipt of funding, the Service Manager is obligated to notify the Minister.
- 9.3 The Loan shall be in default and repayable upon the occurrence of one of the following events:
- a) if efforts as described in 9.1 are not successful, in the opinion of the Service Manager; or
 - b) if the Proponent ceases to own the premises without having assigned this Agreement to the new owner of the premises who operates the Project in accordance with the terms of this Agreement; or
 - c) if the Proponent breaches any of the provisions of this Agreement, including, without limitation, the Schedules; or
 - d) if the Proponent becomes bankrupt or insolvent or takes the benefit of any act now or hereafter in force for bankrupt or insolvent debtors or files any proposal or makes any assignment for the benefit of creditors or any arrangement or compromise; or
 - e) if a receiver or a receiver and manager is appointed for all or a portion of the Project and the receiver's appointment is not vacated within thirty (30) days, or
 - f) if any steps are taken or any action or proceedings are instituted by the 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.

The calculation of the amounts owing at default will be based on the total remaining amount of the Loan pursuant to section 7.6. In addition, the Service Manager may elect, in exercise of its sole discretion, to take title to all real property associated with the Project free and clear of all encumbrances, save and except this Agreement itself and the collateral Security granted in accordance with the Agreement to ensure the Project continues to operate in accordance with the terms of this Agreement. Further the Proponent agrees that it will enter into such Agreements or charges or other documents as the solicitor for the Service Manager deems necessary to give effect to these provisions.

- 9.4 In the case of a default that can be corrected, the Proponent shall not be required to make any repayment of the Loan, unless the Service Manager has delivered written notice of the Proponent's breach of the Agreement and the Proponent has not corrected the said breach within twenty (20) Business Days following receipt of the said notice or such longer period as may be determined by the Service Manager in his sole and absolute discretion.
- 9.5 Should the Loan become due and payable and the Proponent is not forthcoming with payment as set out in this Agreement, the Service Manager shall exhaust all reasonable opportunities to seek recovery, which efforts shall include but shall not be limited to resorting to legal action to defend third party claims, seeking indemnification from insurance policies, if any, that may afford coverage for a particular loss and/or recovering funds from bonding companies or other third parties who, at law, may be responsible for the losses of the Project.
- 9.6 All of the remedies in this Agreement and the Security are cumulative and are not alternative and the Service Manager shall not be precluded from availing itself of some or all of the said remedies and any other remedies available in equity or at law.

- 9.7 Notwithstanding any of the terms of this Agreement or of the Security, the Service Manager shall have the option of waiving any or all of its remedies under this Agreement and the Security, but no waiver of a provision shall be deemed to constitute a waiver of any other provision (whether or not similar) nor shall any waiver constitute a continuing waiver unless otherwise provided.
- 9.8 Notwithstanding all remedies stated in this section, the Proponent shall comply with any other requirements that may be required by the Minister or CMHC.

10 NOTICE

- 10.1 Any notice or other communication required, desired, or permitted to be given by this Agreement shall be in writing and shall be effectively given if:
- a) delivered personally;
 - b) sent by prepaid courier service; or
 - c) sent by facsimile communication, and confirmed by mailing the original documents so sent by prepaid mail on the same or following day, addressed as follows:
 - d) in the case of notice to the Service Manager:

**The United Counties of Prescott-Russell
Housing Services, Social Services
Department
P.O. Box 303
59, Court Street
L'Orignal ON K0B 1K0
Fax: 1 (877) 844-9795**

- e) in the case of notice to the Proponent:

**Maison Interlude House Inc.
P. O. Box 158
872 James Street
Hawkesbury ON K6A 2R8**

or at such other address as the party to whom such notice or other communication is to be given shall have advised the party giving same in the manner provided in this section.

- 10.2 Any notice or other communication delivered personally or by prepaid courier service shall be deemed to have been given and received on the day it is so delivered at such address, provided that if such day is not a Business Day such notice or other communication shall be deemed to have been given and received on the next following Business Day.
- 10.3 Any notice or other communication transmitted by facsimile communication shall be deemed to have been given and received on the day of its transmission, provided that such day is a Business Day and such transmission is completed before 4:30 p.m. on such day, failing which such notice or other communication shall be deemed to have been given and received on the first (1st) Business Day after its transmission.
- 10.4 If there has been a mail stoppage and if a party sends a notice or other communication by facsimile or e-mail communication, such party shall be relieved from the obligation to mail the original document in accordance with this paragraph.

11 GENERAL

- 11.1 Any power, right or function of the Service Manager, contemplated by this Agreement, may be exercised by any duly authorized employee or agent of the Corporation of the United Counties of Prescott and Russell.
- 11.2 Each disbursement of Funding by the Service Manager to the Proponent under this Agreement is subject to the necessary appropriations from the Federal Parliament and the Provincial Legislature. The Service Manager, the Minister or CMHC shall not have any liability in the event the respective appropriations are insufficient to meet the funding obligations of the Service Manager, the Minister or CMHC.

- 11.3 Nothing in this Agreement is to be construed as authorizing one Party to contract for or incur any obligation on behalf of the other or to act as agent for the other and nothing in this Agreement shall be construed to constitute the Service Manager and the Proponent as partners of each other.
- 11.4 The Proponent acknowledges that neither CMHC nor the Ministry of Housing are a direct party to this Agreement or other agreement relating to any Project.
- 11.5 No member of:
- a) the House of Commons or Senate of Canada; or
 - b) the Legislative Assembly of Ontario; or
 - c) the Municipal Council constituting the Service Manager or the Municipal Council of any local municipality of the Service Manager or the governing body of any Municipal Agency, Board or Commission, of any such municipalities;

shall be admitted to any share or part of any contract, agreement or commission made pursuant to this Agreement or to any benefit arising there from, including, without limitation, any contract, agreement or commission arising from or related to the Program.

- 11.6 Time shall in all respects be of the essence in this Agreement, provided that the time for doing or completing any matter provided for under this Agreement may be extended or abridged by agreement in writing signed by the Service Manager and the Proponent or their respective solicitors on their behalf, who are hereby expressly appointed in this regard.
- 11.7 Any tender of documents or money hereunder may be made by the Service Manager or the Proponent or their respective solicitors.
- 11.8 This Agreement is made pursuant to and shall be governed by and construed in accordance with the laws of the Province of Ontario.
- 11.9 Any reference to a statute in this Agreement includes a reference to all regulations made pursuant to such statute, all amendments made to such statute and regulations in force from time to time and to any statute or regulation which may be passed, and, which has the effect of supplementing or superseding such statute or regulations.
- 11.10 The headings and subheadings contained in this Agreement are inserted for convenience and for reference only and in no way define, limit or describe the scope or intent of this Agreement or form part of this Agreement.
- 11.11 The Parties agree that there are no representations, warranties, covenants, agreements, collateral agreements, or conditions affecting the property or this Agreement other than as expressed in writing in this Agreement.
- 11.12 This Agreement shall be read with all changes of gender and number required by the context.
- 11.13 Each of the Parties shall, at any time and from time to time, upon not less than twenty (20) Business Days prior written notice by the other Party, execute and deliver to the other Party a statement in writing certifying that this Agreement is in good standing, unmodified and in full force and effect, or if there have been modifications that the same are in good standing and in full force and effect, as modified, and stating the modifications. Where applicable, the statement shall state the defaults, if any, known to the Party to whom such request has been made and the action taken or proposed to be taken by such requested Party with respect to same.
- 11.14 If the Proponent owes any money to the Service Manager, whether or not their return or repayment has been demanded by the Service Manager, such monies shall be deemed to be a debt due and owing to the Service Manager by the Proponent and the Proponent shall pay or return the amount to the Service Manager unless the Service Manager otherwise directs. The Service Manager may charge the Proponent interest on any monies owing by the Proponent at the then-current interest rate charged by the Corporation of the United Counties of Prescott- Russell on accounts receivable.
- 11.15 The Proponent shall not assign its interest in this Agreement without the prior written

consent of the Service Manager, which consent may be withheld, acting in his sole discretion.

- 11.16 The Proponent shall not transfer or convey its interest in all or any part of the Project without, subject to section 11.17, simultaneously assigning its interest in this Agreement to the transferee, which transferee shall enter into one or more agreements with the Service Manager, in a form satisfactory to the Service Manager, to assume all of the Proponent's obligations under this Agreement and to provide the Service Manager with Security in accordance with this Agreement.
- 11.17 For the purpose of this Agreement, a transfer of the beneficial interest in the shares of the Proponent shall be deemed to constitute an assignment if it results in a change in the party or parties who owns more than fifty per cent (50%) of the voting shares of the said corporation.
- 11.18 If more than one entity is a party to this Agreement as Proponent, all references to the Proponent shall include all of the said entities and this Agreement shall be binding on each jointly and severally.
- 11.19 This Agreement shall enure to the benefit of and be binding upon the Parties hereto and their respective successors and assigns, provided that this paragraph shall in no way derogate from the provisions of sections 11.15 and 11.16, restricting the Proponent's ability to assign this Agreement or its interest in all or any part of the Project.
- 11.20 The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement. Any invalid or unenforceable provision shall be deemed to be severed.
- 11.21 No term or provision of this Agreement shall be deemed waived, and no breach consented to, unless such waiver or consent is in writing and signed by an authorized representative of the party claimed to have waived or consented.
- 11.22 The *Municipal Freedom of Information and Protection of Privacy Act*, R.S.O. 1990, c. M.56; the *Freedom of Information and Protection of Privacy Act*, R.S.O. 1990, c. F.31; and the *Personal Information Protection and Electronic Documents Act*, S.C. 2000, c. 5, herein collectively "applicable privacy law" apply to all records submitted to or created by the County or The Proponent pursuant to this Agreement.
- 11.23 The Proponent represents and warrants that it shall ensure compliance with all applicable privacy laws in relation to:
- (i) Information transferred to the Proponent by the County; and
 - (ii) Information the Proponent collects in the course of performing its contractual obligations; and
 - (iii) Information the Proponent transfers to the County.
- 11.24 Should any provision of this Agreement be declared or found to be illegal, unenforceable, legally ineffective or void, then each party shall be relieved of any obligation arising from such provision, but the balance of this Agreement, if capable of performance, shall remain in full force and effect.
- 11.25 The Proponent shall indemnify the Service Manager and Minister for all costs, damages, expenses, injury, and liability whatsoever which the Minister or Service Manager may suffer as a result of claims of any sort arising out of the implementation of this Agreement for the duration of the Affordability Period. The Proponent shall indemnify and save harmless the Corporation, their elected officials, officers, employees, and agents from and against any and all claims, actions, losses, expenses, fines, costs (including legal costs), interest, or damages of every nature and kind whatsoever, including, but not limited to, bodily injury or damage to or destruction of tangible property including loss of revenue arising out of or allegedly attributable to the negligence, acts, errors, omissions, whether willful or otherwise by the Proponent, their officers, employees, contractors, subcontractors, agents, or others to whom the Proponent is legally responsible. This indemnity shall be in addition to and not in lieu of any insurance to be provided by the Proponent in accordance with this agreement and shall survive this agreement.

IN WITNESS WHEREOF this Agreement has been executed by the Parties.

SIGNED, SEALED AND DELIVERED
in the presence of

**THE CORPORATION OF THE UNITED COUNTIES
OF PRESCOTT AND RUSSELL**

Per:

Sylvie Millette, Social Services Director

Valérie Parisien, Treasurer

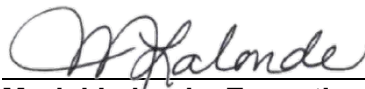
We have the authority to bind the Corporation.

Maison Interlude House Inc.

Per:



Nicole Giroux, President



Muriel Lalonde, Executive Director

We have the authority to bind the Corporation.

SCHEDULE “A”

2022 Social Services Relief Fund Program Guidelines

Addendum A to the Homelessness Prevention Program (HPP) Program Guidelines

Ministry of Municipal Affairs and Housing Program Guidelines – Social Services Relief Fund Phase 5

1 Introduction

The housing and homelessness sectors have been on the frontlines of Ontario’s pandemic response and vaccine rollout, while continuing to protect the most vulnerable populations, including those experiencing homelessness.

These sectors have been supported through the provincial Social Services Relief Fund (SSRF). Since March 2020, over \$1 billion in funding has been provided to support Ontario’s Service Managers and Indigenous Program Administrators through four previous iterations of the province’s SSRF, along with other provincial investments including support to those suffering from mental health and addiction issues and funding to support isolation centre capacity in select municipalities. This funding has enabled Service Managers and Indigenous Program Administrators to respond quickly, adapt services, and address the housing and economic impacts of COVID-19 in their communities.

The impacts of the pandemic continue to be felt, particularly by the most vulnerable Ontarians. In response to this continued need, the Ministry of Municipal Affairs and Housing is providing an additional investment of \$127.5 million through a fifth phase of the SSRF.

This funding is being made available to support operating and capital expenses to mitigate the continued impact of the COVID-19 pandemic on the homelessness sector. Funding is to be used by SMs and IPAs for eligible expenses beginning April 1, 2022, to December 31, 2022.

The objectives for SSRF Phase 5 are as follows:

- 1. Enhanced safety in emergency shelters and other congregate care settings, through:**
 - continued operation of temporary emergency shelter spaces (e.g., in hotels or other facilities) to accommodate reduced overall shelter capacity resulting from COVID-19 safety requirements,
 - hiring additional staff to address capacity pressures, procuring Personal Protective Equipment, and implementing enhanced cleaning and isolation protocols,
 - increasing vaccination uptake among homeless individuals through outreach and clinics, and
 - creating isolation space to avoid COVID-19 positive individuals from being required to “shelter in place.”
- 2. Short-term, critical needs of vulnerable individuals** through the provision of emergency financial assistance (e.g., rent banks, housing allowances), food security programs, and mental health and addictions and other medical services.

- 3. The creation of long-term housing solutions**, including more affordable and supportive housing that will make long-term progress in addressing chronic homelessness as well as housing affordability for those most in need.

The Ministry of Municipal Affairs and Housing (MMAH) will be administering this investment to SMs through the Housing Prevention Program (HPP) Transfer Payment Agreement and to IPAs through the Indigenous Supportive Housing Program Transfer Payment Agreement.

1.1 Allocations

For SSRF Phase 5, all SMs will be provided with an initial planning allocation. New funding is being allocated to SMs based on their total share of previous SSRF funding, adjusted to ensure a minimum of \$500,000 allocation amount for each Service Manager.

Prior to funds being flowed, SMs must agree to the terms and conditions of the funding through the execution of a sign-back letter and submission of an Investment Plan.

1.2 Investment Plan

Prior to receiving payments under SSRF Phase 5, all SMs will be required to submit an Investment Plan to demonstrate how their funding allocations would be used to achieve the objectives of the program and to support the winddown of SSRF-funded supports and services.

The purpose of the Investment Plan is as follows:

1. To assess proposed uses of SSRF Phase 5 funding, in terms of eligibility under these Program Guidelines and alignment with local needs in their respective communities; and
2. To identify projected funding needs by spending category on a quarterly basis to December 31, 2022.

1.3 Program Administration and Flexibility

SMs will determine local needs and distribute the funding consistent with their approved Investment Plans, ensuring people are receiving the appropriate support they need.

There will be no requirement for a minimum or maximum amount of capital and/or operating expenses from the initial planning allocation – SMs are best placed to determine local needs and will be provided the flexibility to determine these amounts in their Investment Plans.

However, no changes may be made between capital and operating components after November 30, 2022.

1.4 Reallocation

MMAH reserves the right to reallocate funding at its sole discretion based on: a review and evaluation of Investment Plans, consideration of COVID-19 related needs and emerging

public health emergencies across the province, and/or the SM's progress towards use of the SSRF Phase 5 allocations.

1.5 Administration Fees

SMs will be permitted to use up to three (3) per cent of their approved funding allocation for administration costs.

Program administration costs may include costs for staff involved in the planning and administration of the program. It is expected that SMs will ensure that program administration funds are used efficiently.

Please note that costs for staff who directly deliver services to clients are not considered administration costs under the Program Guidelines. These costs are instead considered as eligible program operating costs and may be reported as such.

1.6 Accountability and Reporting

SMs will be required to report quarterly on actual expenditures for the previous financial quarter and revised projections for subsequent quarters by the relevant spending category. As part of these reporting requirements, it is also expected that SMs will be asked to report on the number of households served.

For year-end reports, SMs will be required to report on actual expenditures by spending category along with data collected on specific performance indicators.

Reporting under the SSRF Phase 5 will be separate from the reporting on base HPP funding.

MMAH reserves the right to request additional reporting as required.

1.7 Audits and Reviews

SMs shall support MMAH in exercising its rights to audit and inspect SMs to ensure program funding is used in compliance with these Program Guidelines and Schedule "A" (General Terms and Conditions) of the HPP Transfer Payment Agreement.

2 Operating Funding

2.1 Objectives

The intention of operating funding under SSRF Phase 5 is to continue to help a diverse range of vulnerable people meet their short-term critical needs. This includes people living in community housing, supportive housing, people with low incomes, social assistance recipients, or others who require social services support as well as those that are experiencing homelessness.

2.2 Eligible Use of Funding

All eligible operating expenses under the existing SSRF Phase 4 and the Homelessness Prevention Program will be allowable under SSRF Phase 5. A wide variety of services and supports are eligible for funding.

Consistent with SSRF Phase 3 and Phase 4, SMs are required to consider the use of operating funding for rental assistance to support renter households who may be in rental arrears and at a high risk of becoming homeless, and to describe how they intend to support this in their Investment Plans.

As well, SMs must consider how enhanced supports and services offered through the SSRF will be phased out or continued through other funding sources as the SSRF Phase 5 ends on December 31, 2022.

For SMs, eligible operating expenses refer to the use of funding in any service categories under HPP and include but are not limited to:

- Continued use of motels or hotels as isolation centres or to support social distancing;
- Rental assistance such as funding for rent arrears and short-term housing allowances;
- Transportation costs;
- Food and supplies;
- Enhanced cleaning services;
- Non-medical staffing requirements (e.g., enhanced outreach services);
- Personal protective equipment; and
- Minor retrofits, alterations and repairs under \$50,000.

More broadly, this funding could also be used towards initiatives delivered through local service agencies like:

- Rent bank and emergency energy funds;
- Food banks and grocery gift cards;
- Community outreach to support vulnerable populations in self-isolation;
- Transportation for low-income individuals to get to and from medical appointments; and
- Funding administration needs, including staffing.

In the event of uncertainty regarding the eligibility of a specific expense, SMs are encouraged to contact MMAH staff to seek clarification. For contact information, please see the “MMAH Staff Contacts” section.

2.3 Operating Payments and Reporting

Following receipt of an executed sign-back letter and Investment Plan, MMAH will initiate the first operating payment based on the cash flow outlined in the SM’s Investment Plan up to 50% of the total allocation. If additional funding above this amount is required, please provide a rationale to the ministry outlining the need for additional cash flow in Q1. Subsequent quarterly payments (Q2, Q3, Q4) will be issued based on the approved Investment Plans and quarterly updates.

SMs will be required to report on the data collected on specific performance indicators in year-

end reports. For the operating component, the year-end report will capture information according to the requirements in the existing program agreement (e.g., by service category). Additionally, given the SSRF objectives, year-end reports will require information on the number of vulnerable households assisted by vulnerable population group.

Below are some examples of performance indicators:

- Facilities funded for recovery/isolation or emergency shelter;
- Spaces funded for recovery/isolation or shelter;
- Unique households assisted with emergency shelter, hotel/motel/isolation stays;
- Unique households moved from shelter into longer-term housing;
- Unique unsheltered households moved into longer-term housing;
- Agencies provided with funding for pandemic expenses;
- Agencies provided with funding for services/supports;
- Households assisted with food security;
- Households assisted with medical services;
- Households assisted with personal protective equipment;
- Households assisted with transportation;
- Households assisted with mental health and addiction services;
- Unique households assisted with rent banks;
- Unique households assisted with utility arrears;
- Unique households assisted with support to retain housing;
- Unique households assisted with housing allowances;
- Unique households assisted with rent supplements; and
- Number of agencies receiving funds for minor site readiness.

MMAH reserves the right to request additional reporting as required.

2.4 Return of Funding

All eligible operating expenses must be spent by December 31, 2022.

All funding provided under the operating component that is not spent by December 31, 2022, or that is not used for an eligible expense under these Program Guidelines shall be returned to MMAH on demand.

All remedies under these Program Guidelines shall survive any termination or expiry of the Program.

3 Capital Funding

3.1 Objectives

Similar to SSRF Phase 4, capital costs will be permitted as an eligible expense under SSRF Phase 5. Capital funding would enable the acquisition of new, or modifications to existing facilities such as emergency shelters, supportive housing, transitional housing, and related facilities.

The objectives under this component, which include the attached Appendix “A”, are as

follows:

- To provide longer-term housing-based solutions to homelessness post-COVID-19 outbreak;
- To better address need and to encourage movement toward client service models that are innovative, and seek to support client and organizational readiness in preparation for potential future outbreaks or emergencies;
- To change the physical design of congregate care settings such as emergency shelters, to permit elements such as physical distancing and self-contained bedrooms and washrooms; and
- To support jobs and economic recovery coming out of the COVID-19 pandemic.

3.2 Eligible Use of Funding

Similar to SSRF Phase 4, there are two components of major capital funding under SSRF Phase 5:

- New Facilities; and
- Retrofits and Upgrades.

Eligible uses of funding under the two components include:

- Major retrofits and upgrades to an existing emergency shelter, and/or congregate living space to continue to ensure shelter spaces adhere to public health directives (e.g., additions to an existing facility to allow minimum spacing of beds; self-contained bedrooms and washrooms) and support independent units aligned with more permanent forms of housing where possible;
- Acquisitions that would be converted/upgraded to provide longer-term housing solutions; and
- Retrofit of existing transitional or supportive housing facility, and/or creating new innovative models of transitional and supportive housing.

Other eligible costs may include labour, applicable taxes, building permits, legal fees, certificates, signage, appraisal fees, inspection fees, drawing and specification and any other costs that the Service Manager deems reasonable and that are agreed to by MMAH.

Please note that all ongoing operating costs associated with capital projects funded under SSRF Phase 5 will be the responsibility of the respective SM.

For-profit proponents may be eligible under the Retrofits and Upgrades component, however for-profit proponents are not eligible under New Facilities component.

3.3 Funding Commitment

Funding under the SSRF Phase 5 capital components must be committed by November 30, 2022, and must be completed by March 31, 2024. Details on commitment and spending requirements are provided under each capital component section.

Any funding remaining to be committed after November 30, 2022, may be reallocated to another SM or IPA.

3.4 Return of Funding

All funding provided under the capital component that is not used for an eligible capital expense under these Guidelines shall be returned to MMAH on demand. All remedies under these Program Guidelines shall survive any termination or expiry of the Program and/or funding for a project.

3.5 Capital Funding – New Facilities

3.5.1 General Eligible Activities and Costs

Eligible projects must lead to the creation of one or more new units, and be one of the following:

- Acquisition and, where required, rehabilitation of existing buildings to meet program objectives;
- Conversion of an existing property to create transitional housing or permanent supportive housing and/or expanding an existing facility;
- Conventional construction or expansion of a current construction project in-progress to increase capacity; or
- Modular housing.

3.5.2 Project Submission Process

SMs will solicit proposals and select projects through appropriate procurement processes to recommend to MMAH for funding approval within their allocations.

Recommended projects shall:

- Be approved by Council and/or Board;
- Be able to sign a Contribution Agreement and registration of mortgage security or an alternate form of security (conversion, conventional, or modular housing projects) no later than November 30, 2022;
- For acquisition projects, the executed Agreement of Purchase and Sale must have a closing date no later than March 1, 2023;
- Commence construction, acquisition, rehabilitation and/or conversion within ninety (90) days of the date of commitment;
- Be completed by March 31, 2024;
- Meet the current Ontario Building Code, public health, and other applicable requirements;
- Include information on how the ongoing operating financial requirements for the project will be met; and
- Address local housing/homelessness needs.

All projects must be submitted through the TPO system along with additional project background information such as information contained in Council/Board reports. SMs should demonstrate a plan on how the ongoing operating financial requirements for the project will be met (e.g., alternate sources of funding).

3.5.3 Project Approval Process

Project approval will be based on an alignment with the approved Investment Plan, consideration of the information submitted to MMAH and the ability to meet the program's eligibility criteria.

Once approved, a project will receive a Conditional Letter of Commitment from MMAH, which confirms MMAH approval and outlines the steps to take prior to signing a Contribution Agreement.

The Contribution Agreement shall describe legal obligations and reporting requirements for the project. All SMs are required to enter into Contribution Agreements directly with proponents and shall require the forgivable loan to be secured through a mortgage or alternate form of security.

The deadline to commit funding – i.e., execute Contribution Agreements and submit executed Agreements of Purchase and Sale (for acquisition projects), registration of mortgage security or an alternate form of security (for modular housing projects) – will be November 30, 2022, to allow time for reprofiling between operating and capital funding, or reallocation of funds if necessary.

MMAH reserves the right to return a project application for revision and resubmission if it is not consistent with these Program Guidelines.

3.5.4 Funding

Funding under the Capital Funding – New Facilities component must be provided as a secured forgivable capital loan.

SMs are required to perform their due diligence to ensure that a project is financially viable from a construction cost and ongoing operating perspective, and the program expenditures represent a prudent and best value use of public dollars.

3.5.5 Payment Process

MMAH will advance funding directly to SMs, who will be responsible for making project payments to housing proponents.

SMs will advance funds to proponents based on the completion of milestones and compliance with the program requirements.

Funding for acquisition, rehabilitation and/or modular housing will be advanced to SMs based on the following instalments:

1. Up to 90 per cent following signing of the Contribution Agreement; and
 - a. submission of Agreement of Purchase and Sale for acquisition projects (funding will be advanced within 15 business days of the closing date); or,
 - b. registration of mortgage security or an alternate form of security (modular housing projects) that is acceptable to the ministry.
2. Remaining funding upon confirmation of completion and submission of required documentation including registered security.

Up to 100 per cent of the funding may be provided, if required, to finance the purchase. If the capital funding provided under the SSRF is insufficient to cover the cost of the acquisition of

the building and/or any rehabilitation work required, the SM must demonstrate the additional funding sources being accessed to complete the project.

Funding for conventional and other projects will be based on the following instalments:

1. 50 per cent at signing of the Contribution Agreement and submission of mortgage security registration or alternate form of security that is acceptable to the ministry;
2. 40 per cent at confirmation of 50 per cent construction completion; and
3. Remaining upon confirmation of completion and submission of required documentation.

3.5.6 Reporting

SMs must complete a Project Information Form through the TPON System supplemented by regular milestone updates in TPON, along with detailed construction/acquisition/rehabilitation progress reports to MMAH contacts describing project progress and potential issues of concern that might delay or jeopardize the project.

SMs must also submit signed project checklists and documentation in the TPON System as follows:

- For acquisition projects, registration of mortgage security or an alternate form of security;
- Confirmation of Project Start (for conventional and other projects);
- Confirmation of 50 per cent construction completion (for conventional projects);
- Confirmation of Project Completion; and
- An Audited Financial Statement for the project within six months following project completion initial occupancy date, or such additional time acceptable to MMAH.

Project Information Forms will require SMs and IPAs to report on the following information for performance indicators:

- Number of **new** facilities/housing (and number of units) created (i.e. acquisition, conversions, modular units) by type of housing; and
- Vulnerable population group(s) targeted for the housing project.

Housing Type	# facilities	# units
Transitional housing		
Supportive housing		
Permanent, long-term housing		
Other		

SMs must confirm that projects funded under the Capital Funding – New Facilities component continue to be used for their intended purpose, or for longer-term housing solutions, for a minimum period of 10 years following completion. For details, please see Appendix A.

3.6 Capital Funding – Retrofits and Upgrades

3.6.1 General Eligible Activities and Costs

Major eligible retrofits and upgrades over \$50,000 may include the following activities:

- Renovation, retrofitting and upgrading of existing emergency shelters, transitional housing, and permanent supportive housing facilities to meet building code standards and public health requirements (e.g., building self-contained bedrooms, adding walls/partitions, washrooms); and
- Costs for professional services associated with the activities noted above.

Other activities may be considered, with supporting documentation, at the sole discretion of MMAH.

Work must commence within 90 days of the date of the funding agreement and completed by March 31, 2024. Copies of all financial invoices must be kept for reporting and audit purposes.

3.6.2 Project Submission and Approval Process

The SM is responsible for selecting all eligible projects, monitoring progress, completion of projects, quality of work, and for advancing funds.

Once an eligible project has been approved by the SM, a completed Project Information Form along with an executed loan agreement and promissory note securing the funding must be entered and submitted in the TPON System for ministry review and approval. Following ministry approval, the funding is committed.

MMAH reserves the right to return a project application for revision and resubmission if it is not consistent with the Program Guidelines.

3.6.3 Funding

Funding must be provided to proponents in the form of a forgivable loan based on the cost of the work items approved by the SM. Loans are to be secured by a mortgage registered on title upon project completion.

3.6.4 Payment Process

Funding will be advanced to SMs based on the following instalments:

1. 50 per cent when a completed Project Information Form along with an executed loan agreement between the SM and proponent, and signed promissory note are submitted and approved by MMAH in TPON;
2. 40 per cent at confirmation of 50 per cent project completion; and
3. 10 per cent at confirmation of final project completion and mortgage registered on title.

MMAH may consider a higher upfront payment based on local need with supporting documentation.

SMs must ensure project status is updated and documents are posted in TPON on an ongoing basis. Retrofit and Upgrade activities must start within 90 days of the date of the funding agreement.

SMs are responsible for project selection and approval, monitoring progress and completion of projects, quality of work, and for the advancement of funds. Retrofit and Upgrade activities must be completed by March 31, 2024.

3.6.5 Reporting

SMs are required to report quarterly to MMAH on the status of each project during its retrofit and upgrade activities. SMs must regularly update progress on project activities and payments to proponents through the TPON system. Confirmation of construction start and completion for each project must be submitted in TPON.

Project Information Forms will require SMs to report on the following information for performance indicators:

- Number of facilities (and number of units) **upgraded/retrofitted** (i.e., physical changes made to facilities in response to the COVID-19 outbreak, such as adding walls) to permit physical distancing, by type of housing; and
- Vulnerable population group(s) targeted for the housing project.

Housing Type	# facilities	# units
Emergency shelter		
Transitional housing		
Supportive housing		
Permanent, long-term housing		
Other		

SMs are required to confirm that projects continue to be used for its intended purposes, or for longer-term housing solutions, for a minimum period of five years following completion of upgrade/retrofit projects.

4 Important Dates

SSRF Phase 5 will be delivered according to the following timelines:

Activity	Date
Sign-back letter and completed Investment Plan due	April 30, 2022
Initial operating payments initiated	By May 1, 2022
Q1 report-back due	July 15, 2022
Q2 report-back due	October 15, 2022
Deadline to commit capital funding	November 30, 2022
Q3 report-back	January 15, 2023
Executed Agreement of Purchase and Sale closing date deadline for acquisition projects	By March 1, 2023

Deadline to spend operating funding	December 31, 2022
Year End Report and Final Attestation due	May 31, 2023
Deadline to complete capital projects	March 31, 2024

5 MMAH Staff Contacts

Questions regarding the SSRF Phase 5 may be directed to the respective MMAH Municipal Services Office (MSO) or Housing Programs Branch staff contact, as noted below:

Region & Contact	Contact Information
City of Toronto: Melissa Grieco <ul style="list-style-type: none"> Serving Toronto 	Melissa.Grieco@ontario.ca
MSO Central: Ian Russell <ul style="list-style-type: none"> Serving Durham, Halton, Hamilton, Muskoka, Niagara, Peel, Simcoe, and York 	Ian.Russell@ontario.ca
MSO Eastern: Mila Kolokolnikova <ul style="list-style-type: none"> Serving Cornwall, Hastings, Kawartha Lakes, Kingston, Lanark, Leeds and Grenville, Lennox and Addington, Northumberland, Ottawa, Peterborough, Prescott and Russell, and Renfrew 	Mila.Kolokolnikova@ontario.ca
MSO Western: Cynthia Cabral <ul style="list-style-type: none"> Serving Brantford, Bruce, Chatham-Kent, Dufferin, Grey, Huron, Lambton, London, Norfolk, Oxford, St. Thomas, Stratford, Waterloo, Wellington, and Windsor 	Cynthia.Cabral@ontario.ca
MSO Northeastern: Cindy Couillard <ul style="list-style-type: none"> Serving Algoma, Cochrane, Greater Sudbury, Manitoulin-Sudbury, Nipissing, Parry Sound, Sault Ste. Marie, and Timiskaming 	Cindy.Couillard@ontario.ca
MSO Northwestern: Jessica Vail <ul style="list-style-type: none"> Serving Kenora, Rainy River, and Thunder Bay 	Jessica.Vail@ontario.ca

APPENDIX “A” CAPITAL COMPONENT

1. Interpretation.

- (1) In this Appendix “A”, capitalized terms have the meaning given to them herein and the following terms shall have the following meanings:

“**Capital Component**” means the Capital Component under the Program Guidelines and this Appendix “A”;

“**Conditional Letter of Commitment**” means a letter issued by the Minister of Municipal Affairs and Housing confirming approval of a Project under the Capital Component subject to conditions;

“**Contribution Agreement**” means an agreement entered into by the Recipient and a Proponent for the construction, acquisition and/or rehabilitation of, or the conversion of a property into a Project and which shall set out the terms for a forgivable loan, including mortgage security;

“**Development Activities**” means those activities which are normally undertaken for the development, construction, rehabilitation or conversion of buildings for residential purposes, including the acquisition of property;

“**Intended Use**” means the intended use of the Project once it is complete, as set out in the Project Information Form for the Project;

“**Intended Use Period**” means the minimum ten (10) year period following the date of the Project completion for new facilities or conversion Projects;

“**Permitted Encumbrances**” means (i) the construction, acquisition, rehabilitation and/or conversion financing in respect of the Project approved by the Recipient, (ii) if the Project is to be added to, or part of, a building with an existing mortgage, the existing mortgage on the building up to the amount owing under it prior to putting the construction, acquisition, rehabilitation and/or conversion financing in place (iii) any necessary easements for the supply of domestic utility or telecommunications services to the Project or adjacent properties, (iv) any necessary easements for drainage, storm or sanitary sewers, public utility lines, or other services which do not materially affect the use of the property as residential dwellings; (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 providing such are complied with;

“**Program**” means the Social Services Relief Fund Phase 5 Program set out in the Program Guidelines, including this Appendix “A”;

“Program Guidelines” means the Guidelines for the Program forming part of the Recipient’s TPA;

“Project” means the construction, acquisition, and/or rehabilitation of, or the conversion of a property into, a facility contemplated by the Program Guidelines, or the resulting facility as the context may require;

“Project Information Form” means the project information form submitted by the Recipient to the Province for consideration of the construction, acquisition, and/or rehabilitation of, or the conversion of a property into, a Project;

“Proponent” means a Proponent selected by the Recipient to carry out a Project;

“Recipient” means the Service Manager, as applicable; and

“TPA” means the Recipient’s Transfer Payment Agreement for the Homelessness Prevention Program or Indigenous Supportive Housing Program, as applicable.

- (2) All references in this Appendix to section numbers are references to sections of this Appendix unless stated otherwise.
- (3) This Appendix does not apply with respect to the Retrofit and Upgrade portion of the Capital Component included in the Program Guidelines.
2. **Proposed Projects.** The Recipient shall submit to the Province a Project Information Form for each Project that it would like funded. The Project Information Form must be approved by the Recipient’s council, through delegated authority or by the Board, as applicable. The Recipient shall update the Project Information Form in accordance with the Program Guidelines, in the event of a project milestone being achieved and/or in the event of any proposed change.
3. **Project Eligibility.** Each Project must comply with the project eligibility requirements set out in the Program Guidelines, including the following:
 - (a) all acquisitions/purchases must be procured in accordance with procurement policies adopted and maintained under the Municipal Act, 2001;
 - (b) 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;
 - (c) the Project must be financially viable from a construction and operating cost perspective based on Recipient confirmation;

- (d) the Project must meet current Ontario Building Code requirements;
 - (e) the completed Project must comply with the Program Guidelines; and
 - (f) the Recipient must have a plan in place to ensure that the Project will be used for its Intended Use for the entire Intended Use Period.
4. **Conditional Letter of Commitment.** If the Province approves the Project, the Province shall advise the Recipient of the approval and provide the Recipient with a Conditional Letter of Commitment.
5. **Changes.** The Recipient shall advise and request approval from the Province for any changes to the Project(s) which may affect how the Project will be used.
6. **Contribution Agreement.** Following the approval of each Project by the Province, the Recipient shall, where a Proponent other than the Recipient will own the Project, arrange for an appropriate form of Contribution Agreement with the Proponent to be executed.
7. **Funding Conditions.**
- (1) Before the Recipient enters into a Contribution Agreement with a Proponent for an approved Project, the Recipient shall:
- (a) ensure that the Proponent has disclosed all of its creditors, debt and the proposed construction, acquisition, rehabilitation and/or conversion costs in full; and
 - (b) confirm to the Province the source and availability of adequate ongoing funding for any acquisition of property or Development Activities for the Project and the support services that will be made available to the public through the Project once complete.
- (2) The Recipient shall ensure that the Contribution Agreement with each Proponent requires the Proponent to comply with the requirements of the Capital Component, and, if the Project involves Development Activities, includes obligations to:
- (a) complete the construction of the approved Project within construction budgets and financing approved by the Recipient and required timelines;
 - (b) ensure that until construction of the approved Project is complete (i) all claims for lien registered against the Project(s) are promptly vacated, (ii) the Proponent does not incur any additional construction financing, capital or operating debt related to the Project without the Recipient's consent (iii) the Project(s) are not encumbered by any registered encumbrances other

than Permitted Encumbrances, (iv) the Proponent remains in good standing under the Permitted Encumbrances and (v) any work orders issued against the Project(s) by any governmental entity, agency or official are addressed to the satisfaction of the Recipient;

(c) obtain all the insurance a reasonably prudent person carrying out the Project would obtain, including at least \$2,000,000 in commercial general liability insurance, and all other insurance required by the main body of the TPA read as if it applied to the Proponent and/or the Proponent's Project, and including:

(i) Builder's Risk Insurance (property insurance) for the full replacement value of the completed construction projects, including a negotiated sub-limit for earthquake and flood. The policy must include the following:

1. replacement cost value;
2. stated amount of co-insurance;
3. waiver of subrogation; and
4. loss payable in favour of the Recipient and the Indemnified Parties.

(ii) Boiler and Machinery Insurance (including pressure objects, machinery objects and service supply objects) on a comprehensive basis. The policy must include the following:

1. repair and/or replacement value;
2. stated amount co-insurance;
3. waiver of subrogation; and
4. loss payable in favour of the Recipient and the Indemnified Parties.

(iii) Wrap Up Liability Insurance for Third Party Bodily Injury, Personal Injury and Property Damage to an inclusive limit per occurrence and products and completed operations aggregate that a reasonably prudent person undertaking such a Project would obtain. The insurance shall be in the joint names of the Recipient, the Indemnified Parties, all other contractors, subcontractors, suppliers and/or tradesmen while working on the site, engineers, architects, consultants or other person which the Recipient may require to be added as insured parties. The policy must include the following:

1. premises and operations;
2. owner's and contractor's protective liability;
3. broad form products and completed operations liability;

4. cross liability;
5. blanket written and oral contractual liability;
6. all risks tenant's legal liability;
7. hoist liability;
8. firefighting and forest fire fighting expense liability;
9. employer's liability and voluntary compensation;
10. non-owned automobile liability;
11. directors, officers, employees, shareholders, the Recipient and the Indemnified Parties added as insureds and/or additional insureds;
12. shoring, blasting, excavating, underpinning, demolition, pile driving and caisson work, work below and above ground surface, work below and above water, tunnelling and grading and similar operations associated with construction work, as applicable;
13. sudden and accidental pollution liability with a discovery provision of not less than one hundred and twenty (120) hours and a subsequent reporting provision of not less than one hundred and twenty (120) hours; and
14. thirty (30) days written notice of cancellation.

(iv) Valid coverage and clearance certificates of coverage under the *Workplace Safety and Insurance Act, 1997*, S.O. 1997, c. 16, Schedule A ("WSIA") for all persons working on the Project(s);

- (d) provide to the Recipient valid insurance and WSIA certificates evidencing the above coverage;
 - (e) use its property insurance proceeds to repair or rebuild the Project(s) in the event of damage to all or part of them;
 - (f) require the Proponent to use the Funds provided for the Project only for eligible expenses in connection with the Project and use the Project for its Intended Use for the entire Intended Use Period;
 - (g) refund to the Recipient any misused funds; and
 - (h) provide the reports and other things to the Recipient needed to enable the Recipient to comply with requirements of the Program Guidelines and this Appendix "A", including the reporting requirements.
- (3) The Recipient agrees that, where it is to be the owner of a Project, the provisions of subsection 7(2) apply to it with the necessary changes.

- (4) The Recipient shall ensure that each Contribution Agreement contains provisions to the effect that,
- (a) the payment of funds is subject to the necessary appropriations from the Provincial Legislature and the Province shall have no liability to the Recipient or the Proponent in case there are insufficient appropriations for the payments, or in case the total appropriations available for the Province's undertakings are insufficient for all of the Province's undertakings; and
 - (b) the provision by the Recipient of Funds to the Proponent in respect of its Project(s) is subject to the terms and conditions for funding under the Program Guidelines, including this Appendix A".
8. **Payments.** Funds shall be paid in accordance with the Program Guidelines.
9. **Acknowledgement.** The Recipient acknowledges that the requirements in this Appendix "A" relating to the Project(s) are not all that is required, advisable and/or prudent in connection with their construction.
10. **Contribution Agreement Deadline.** No Contribution Agreement under this Appendix can be signed after November 30, 2022, or such earlier or later date as may be determined by the Province and communicated by the Province to the Recipient by Notice.
11. **Monitoring.** The Recipient shall monitor the construction of 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 Contributions Agreement and the Program Guidelines, including this Appendix "A".
12. **Construction, Acquisition, Rehabilitation and/or Conversion Budget and Financing.** The Recipient shall ensure that any property for an approved Project is acquired and that approved Project(s) are constructed by Proponents(s) within construction, acquisition, rehabilitation and/or conversion budgets and financing approved by the Recipient.
13. **Construction Start.** The Recipient shall use its best efforts to ensure that construction for each approved Project commences within the timelines contemplated by the Program Guidelines unless such period is extended by the Province. Despite anything to the contrary in this Agreement, if construction for an approved Project has not commenced within those timelines or the end of the extended period, whichever is applicable, the Recipient or the Province may cancel the Funds for the Project.
14. **Construction, Acquisition, Rehabilitation and/or Conversion Completion.** Construction, acquisition, rehabilitation and/or conversion for each approved

Project must be completed by March 31, 2024. Despite anything to the contrary in this Agreement, if construction for an approved Project is not completed by that date, the Province may cancel the Funds for the Project.

15. **Confirmation of Construction Start.** The Recipient shall provide the Province with a completed Confirmation of Construction Start at the start of construction of each Project, within ten (10) days of the start of construction of the Project.
16. **Proof of Completion.** The Recipient shall provide the Province with proof that the Project is complete and may be used for its Intended Use.
17. **Enforcing Contribution Agreement.** The Recipient shall, after consultation with and if required by the Province, use its best efforts to enforce the terms of all Contribution Agreements and Security.
18. **Notices.** The Recipient shall immediately inform the Province in writing of the following matters as soon as it becomes aware of them:
 - (a) a request by a Proponent to transfer responsibility for an approved Project to another entity;
 - (b) any failure by the Proponent to carry out Development Activities which threatens the completion of an approved Project;
 - (c) if the construction, acquisition, rehabilitation and/or conversion of an approved Project has not commenced within ninety (90) days of the date of the Commitment for the Project;
 - (d) any substantial breach by the Proponent of its Contribution Agreement with the Recipient;
 - (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 an approved Project;
 - (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;
 - (h) if the construction, acquisition, rehabilitation and/or conversion, repair and/or upgrade activity has not been or is not likely to be completed by March 31, 2024; and

- (i) any significant changes to a Proponent's business structure.
19. **Intended Use.** The Recipient shall ensure that each completed Project is used for its Intended Use for the entire Intended Use Period.
20. **Disposition of Acquired Facilities.** For Projects acquired by the Recipient for the purposes of the Program, the Recipient may dispose of the Project after the expiry of the Intended Use Period, or at an earlier date if the Recipient is of the view that the Project is no longer needed for its Intended Use, provided that the Recipient has complied with the Program Guidelines, including this Appendix "A," and the Recipient reinvests the proceeds of disposition, if any, in the housing and homelessness sector.
- 21. Additional Events of Default.**
- (1) If,
 - (a) a Proponent does not complete construction, acquisition, rehabilitation and/or conversion of an approved Project;
 - (b) a Proponent ceases to use the Project for its Intended Use during the Intended Us Period;
 - (c) a Proponent uses the Funds provided to it by the Recipient for a purpose other than that contemplated by the Project Information Form; or
 - (d) one of the events referred to in section 18 has occurred in relation to a Proponent,the Province may suspend, reduce or cease funding in relation to the Project, shall have no obligation to provide any further Funds in respect of that Proponent and shall have no liability for any consequential or other damages and/or liability incurred by the Recipient or the Proponent as a result of the suspension, reduction and/or cessation of funding.
 - (2) For greater certainty, the above rights are in addition to any other rights the Province may have under the TPA and any other rights the Province may have at law.
22. **Component Availability.** Subject to the termination rights in the TPA, the Capital Component is available from the Effective Date until, and shall expire on, March 31, 2024 (plus the Intended Use Period). All remedies herein shall indefinitely survive any termination or expiry of the Capital Component.
23. **Signage.** For New Facilities Projects approved or funding of \$100,000 or greater:
- (1) A sign must be present at the construction site at all stages, including before construction work starts and throughout construction.
 - (2) The Recipient is responsible for removing the signage within six months of the completion of the project.
 - (3) The Province must provide to the Recipient the digital Ontario Builds artwork and the Ontario Builds Visual Identity Guide that the Recipient must use to create the signage.
 - (4) The Recipient must provide the Province with photographs of the Ontario Builds Signage once it is on display.

- (5) The Province will monitor compliance with the requirements of this section, and may, at its discretion, advise the Recipient of issues and required adjustments.

SCHEDULE "B"

Funding Schedule

Maison Interlude House Inc.

FUNDING SCHEDULE

FOR CONVENTIONAL CONSTRUCTION PROJECTS

MAISON INTERLUDE HOME INC.

Social Service Relief Fund Phase 5 (SSRF5)
New Facilities – CONVENTIONAL CONSTRUCTION

Project Name	# Units	Proponent Type	Total SSRF5 Funding
Maison de 2e étape	24	Charitable Organization	\$900,000.00

Payment No.	Milestones	%	Total SSRF5 Funding
1ST	Signed Contribution Agreement, mortgage security registration or alternate form of security	50	\$450,000.00
2ND	Confirmation of 50% completion of construction activities	40	\$360,000.00
3RD	Confirmation of project completion, occupancy confirmation, Initial Occupancy Report completed and submitted	10	\$90,000.00
TOTAL		100	\$900,000.00

SCHEDULE “C”

CONTRIBUTION BY OTHERS

[If applicable, Proponent to provide Agreements to be attached)

The Proponent cannot have an agreement with any other party based on a contribution by any other party that prevents the proposed development from proceeding or in any way changes the nature of the project being constructed or of the project being used as affordable housing.

SCHEDULE "D"

Rental Protocol

1. DEFINITIONS

1.1 In this Schedule "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 Schedule "D" is attached;
- **"Household Income"** means the gross annual income of all household members combined. It does not include the employment income of a child or dependent that is under the age of 18 years and/or in attendance at school on a full-time basis;
- **"Rent"** means 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 Schedule "D," in addition to the definitions contained in section 1.1 above.

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

3. RENTS

3.1 The weighted average rent for all eight (8) of the Affordable Housing Units shall not exceed eighty per cent (80%) of CMHC Average Market Rents for the geographical area as determined by the most recent CMHC Annual Rental Market Survey or as approved by CMHC under the Co-Investment Fund.

3.2 Notwithstanding 3.1, in the event that eighty per cent (80%) of the CMHC Average Market Rent for units of a similar type in the geographical area is less than one hundred and five per cent (105%) of the modified shelter allowance under the Ontario Works program, the weighted average rent of all Units in a Project for which Program Funding has been utilized shall not exceed one hundred and five per cent (105%) of the modified shelter allowance under the Ontario Works program for units of a similar type;

- 3.3 In no event shall rent for any Unit exceed the CMHC Average Market Rent for units of a similar type in the geographical area or such alternate market rents for units of a similar type in the geographical area as have been approved by the Minister.
- 3.4 If rent supplements are used for SSRF 5 funded Rental Housing Units, the Service Manager shall ensure that the total rent received by the Proponent, including rent from the tenant and the rent supplement shall not exceed one hundred per cent (100%) of the CMHC Average Market Rent for units of a similar type in the geographical area or alternate rents that have been approved by the Minister.
- 3.5 If federal or provincially funded rent supplements are used for SSRF 5 funded Rental Housing Units, the Service Manager shall ensure that when calculating the weighted average rent for the Project, the total rent received by the Proponent, including rent from the tenants and the federal and/or provincially funded rent supplement shall be considered.

4. RENT INCREASES

- 4.1 The Proponent may increase the rent charged under sections 3.1 and 3.3 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, does not apply to the Project and agrees that the rent increase guideline applies by virtue of the contractual terms of the Agreement and this Schedule "D".
- 4.3 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 the Service Manager to increase Unit rents to an amount not to exceed CMHC Average Market Rent for units of a similar type in the geographical area.
- 4.4 Sections 4.1 and 4.2 do not apply if the Proponent sets rents based on Household Income.

5. TENANT SELECTION AND INCOME VERIFICATION

- 5.1 The Proponent shall not offer an SSRF 5 funded unit to a household whose total gross annual income is above the Maximum Income Limits.
- 5.2 Household income will be determined using the most recent Revenue Canada's Notice of Assessment for each household member. Where a Notice of Assessment is not

available, the Proponent will require the Household to provide other documentation sufficient to determine the household's gross annual income.

- 5.3 The Proponent will confirm household income, only, prior to the occupancy of any SSRF 5 funded Unit. The Proponent shall not require households to confirm income at any time after occupancy, except as may be set out in a rent supplement agreement.

6. AT END OF THE TERM OF THE AGREEMENT

- 6.5 The Proponent may increase the rent in accordance with the *Residential Tenancies Act, 2006* or any successor legislation effective on the first day of the month following the last day of the last month of the Term of the Agreement.
- 6.6 If the Unit(s) are included in a Rent Supplement Agreement with The Corporation of the United Counties of Prescott and Russell, then at least six (6) months prior to the end of the Term of the Agreement, the Proponent may provide to The Corporation of the United Counties of Prescott and Russell, a copy of the current rent roll showing the market rent for all units not included in this Agreement and request that the rents for the (8) Units included in this Agreement be increased to the average of the market rents of those units effective the first day of the month following the termination of the Agreement.
- 6.7 Providing the Unit is occupied by a household selected in accordance with the Rent Supplement Agreement and the Rent Supplement Agreement is still valid and in good standing, The Corporation of the United Counties of Prescott and Russell shall not arbitrarily or unreasonably deny the request and shall authorize the increase of the rent subsidy paid to the Proponent.

SCHEDULE "E-1"

1. Section 24 of the Standard Charge Terms filed as No. is deemed to be excluded.

This Charge/Mortgage of Land is collateral security for a Municipal Contribution Agreement, made between the Chargor, Maison Interlude House Inc., and the Chargee, The Corporation of the United Counties of Prescott and Russell, dated the 10th day of November, 2022 (The "Municipal Contribution Agreement") under which The Corporation of the United Counties of Prescott and Russell contributed the amount of nine hundred thousand dollars (\$900,000.00) towards the Project, and is in addition to and not in substitution for any other security held by the Chargee for all or any part of the monies secured under this

Charge/Mortgage of Land.

2. It is understood and agreed that the Chargee may pursue its remedies under this Charge/Mortgage of Land or under any other security at their option. The Chargee shall act reasonably and in good faith in considering the course of action to be taken with respect to the pursuit of its remedies.
3. In the event of a breach of the terms of the Assignment of Leases and Rents (Schedules "E-2") being given by the Charger to the Chargee with this Charge, the principal balance then outstanding, together with any other amounts payable pursuant to the terms of this Charge, shall forthwith become due and payable at the option of the Chargee and all powers conferred by this Charge shall become exercisable by the Chargee.
4. With respect to the Principal Amount advanced by the Service Manager:
 - a) Provided the Charger is not in default under the Municipal Contribution Agreement, no payments of Principal Amount advanced by the Service Manager, or accrued and unpaid interest thereon, are required to be made by the Charger;
 - b) The amount of the Loan shall bear interest, both before and after default, maturity or judgment, at a rate per annum which is one percentage point (1%) in excess of the Prime Rate, as defined in the Municipal Contribution Agreement, in effect from time to time. With each change in the Prime Rate, there shall be a corresponding change in the Loan rate, effective forthwith upon such change in the Prime Rate and without the necessity of any notice from the Service Manager to the Charger. Interest as aforesaid shall accrue from day to day, shall be calculated and payable monthly, in arrears, on the first day of each and every month until the full amount of the Loan has been repaid in full. Interest at the Loan rate shall accrue on overdue interest and shall be payable on demand;
 - c) Interest on the principal amount outstanding from time to time shall be calculated and payable monthly, provided that if the Charger is not otherwise in default of the Municipal Contribution Agreement, or the first Loan and mortgage registered on title to the premises, failure by the Charger to pay interest monthly will not constitute a default hereunder and unpaid interest shall accrue and be compounded monthly and added to the Principal Amount outstanding.
 - d) At the end of each anniversary of the registration of this document, interest accumulated in the preceding year will be forgiven as long as the charger is not in default under the Municipal Contribution Agreement; and,
 - e) At the end of the term of the Loan, repayment by the Charger of the Principal Amount, including

all Interest, advanced by the Service Manager, together with all accrued and unpaid interest thereon, will be forgiven by the Service Manager.

5. The Charger covenants with the Chargee that upon request in writing from the Chargee, it will provide the **Chargee, within thirty (30) days of receipt of such request, information related to the SSRF 5 Fund funded units only, including** a certificate of an officer of the Chargor confirming the terms of all existing leases, that the same are in full force and effect, that the Charger has complied with all terms thereof, and that the Charger will not amend, modify or cancel any lease or receive any prepayment of rent other than the current and last month's rent without the prior written consent of the Chargee, that there are no outstanding set-offs or equities disclosed or undisclosed as between the Charger and the tenant, that no money other than a maximum of two (2) months' rent has been prepaid by the tenant to the Charger, and that the tenant is aware of the assignment by the Charger of all rents and leases affecting the Charged Premises.
6. The Charger covenants with the Chargee that if the Chargee makes any payment, in connection with the determination, establishment or preservation of their priority, whether such payment is made to a lien claimant or other person claiming an interest in the Charged Premises or is paid into court, then the amount or amounts so paid and all costs, charges and expenses incurred in connection therewith shall be forthwith payable to the Chargee by the Charger and shall be a charge on the Charged Premises and shall be added to the debt hereby secured and shall bear interest at the said rate, and in default of payment, the power of sale and other remedies hereunder may be exercised. It is further agreed that the Chargee shall not become a mortgagee in possession by reason only of exercising any of the rights given to them under this paragraph or in making any payment to preserve, protect or secure the Charged Premises.
7. The Charger covenants with the Chargee that in the event of the Charger selling, conveying, transferring, or entering into an agreement for the sale or transfer of title of the Charged Premises to a purchaser or transferee not approved in writing by the Chargee, which approval shall not unreasonably be withheld, all monies hereby secured with accrued interest thereon, at the option of the Chargee, shall forthwith become due and payable.
8. Subject to the renewals, replacements and consolidations permitted in paragraph 14 below, the Charger shall not further mortgage or encumber the Charged Premises without the prior written approval of the Chargee.
9. The Charger shall take out and maintain throughout the term of the Charge the following insurance, all in a form and with insurers acceptable to the Chargee:
 - a) Builder's Risk Insurance (property insurance) for the full replacement value of the completed construction project, including a negotiated sub-limit for earthquakes and floods.

The policy must include the following:

- (i) replacement cost value; and
 - (ii) stated amount co-insurance; and
 - (iii) waiver of subrogation;
 - (iv) include resulting freezing
 - (v) include extensions but not limited to Expediting expenses, Professional Fees; Blanket bylaws; Transit; unnamed locations;
 - (vi) delayed Opening including soft costs
 - (vii) be issued in the name of the owner of the property and the United Counties of Prescott and Russell; and
 - (viii) loss payable in favour of The Corporation of the United Counties of Prescott and Russell.
- b) Boiler and Machinery Insurance (including pressure objects, machinery objects and service supply

objects) on a comprehensive basis.

The policy must include the following:

- (i) include testing and commissioning
- (ii) repair and/or replacement value; and
- (iii) stated amount co-insurance; and
- (iv) waiver of subrogation;
- (v) be issued in the name of the owner of the property and the United Counties of Prescott and Russell and
- (vi) loss payable in favour of The Corporation of the United Counties of Prescott and Russell.

- c) **Wrap Up Liability Insurance for Third Party Bodily Injury, Personal Injury and Property Damage** to an inclusive limit not less than five million dollars (\$5,000,000.00) per occurrence and five million dollars (\$5,000,000.00) products and completed operations aggregate. The insurance shall be in the joint names of Named Insured and The Corporation of the United Counties of Prescott and Russell, and include contractors, subcontractors, suppliers and/or tradesmen while working on the site, engineers, architects, consultants or other person which the Service Manager may require to be added as insured parties as additional Insured.

The policy must include the following:

- (i) premises and operations; and
- (ii) owner's and contractor's protective liability; and
- (iii) broad form products and completed operations liability; and
- (iv) cross liability; and
- (v) blanket written and oral contractual liability; and
- (vi) all risks tenant's legal liability; and
- (vii) hoist liability; and
- (viii) firefighting and forest fire fighting expense liability; and
- (ix) Contingent employer's liability; and
- (x) non-owned automobile liability; and
- (xi) directors, officers, employees, shareholders, legislators and officials involved in the project added as insured and/or additional insured; and
- (xii) shoring, blasting, excavating, underpinning, demolition, pile driving and caisson work, work below and above ground surface, work below and above water, tunnelling and grading and similar operations associated with construction work, as applicable; and
- (xiii) sudden and accidental pollution liability with a discovery provision of not less than one hundred and twenty (120) hours and a subsequent reporting provision on not less than one hundred and twenty (120) hours; and
- (xiv) thirty (30) day written notice of cancellation.

- d) **General Liability** Insurance issued on an occurrence basis for an amount of not less than \$5,000,000. per occurrence/\$5,000,000. annual aggregate for any negligent acts or omissions by the Chargee relating to their obligations under this Agreement. Such insurance shall include, but is not limited to bodily injury and property damage including loss of use; personal injury; contractual liability; premises, property & operations; garage liability; non-owned automobile; broad form property damage; owners & contractors protective; occurrence property damage; products; broad form completed operations; employees as Additional Insured(s); contingent employer's liability; tenant's legal liability; cross liability and severability of interest clause.

Such insurance shall add the Corporation of the United Counties of Prescott-Russell as Additional

Insured subject to a waiver of subrogation with respect to the operations of the respondent. This insurance shall be noncontributing with and apply as primary and not as excess of any insurance available to the County.

- e) All consultants shall provide Professional Errors and Omissions Liability Insurance, insuring liability for errors and omissions in the performance or failure to perform the services contemplated in the Contribution Agreement, in the amount of not less than two million dollars (\$2,000,000.00) per claim and in the annual aggregate. Coverage shall include Bodily Injury or Property Damage. If such insurance is issued on a claim made basis, coverage shall include a 24-month extended reporting period or be maintained for a period of two years subsequent to the conclusion of services provided under this Agreement.
- f) The Proponent shall indemnify and save harmless the Corporation, their elected officials, officers, employees, and agents from and against any and all claims, actions, losses, expenses, fines, costs (including legal costs), interest, or damages of every nature and kind whatsoever, including, but not limited to, bodily injury or damage to or destruction of tangible property including loss of revenue arising out of or allegedly attributable to the negligence, acts, errors, omissions, whether willful or otherwise by the Proponent, their officers, employees, contractors, subcontractors, agents, or others to whom the Proponent is legally responsible. This indemnity shall be in addition to and not in lieu of any insurance to be provided by the Proponent in accordance with this agreement and shall survive this agreement.
- g) Automobile Insurance as per statutory requirements in Ontario, Ontario Automobile Policy (OAP 1) Owner's Policy Sections 3 and 4, auto liability for a limit of not less than two million dollars (\$2,000,000.00) per occurrence, including Accident Benefits and where applicable, Section 7, Loss or Damage Coverage.
- h) Proof of WSIB Coverage or its equivalent—the contractor shall submit a valid Clearance Certificate of WSIB coverage to The Corporation of the United Counties of Prescott and Russell, prior to the commencement date of Contribution Agreement. The contractor shall ensure that each subcontractor complies with the WSIB requirements set out in this paragraph.
- i) Any and all deductibles shall be the sole responsibility of the Named Insured and the Counties shall bear no cost towards such deductibles.
- j) All parties are to keep their assets/properties insured, failure to do so shall not impose any liability on the Counties.
- k) The Counties reserve the right to require the Chargee to purchase additional insurance coverage to address additional exposures as the Counties may reasonably require. The Counties also reserve the right to request higher limits of insurance or otherwise alter the types of insurance coverage requirements as the Counties may reasonably require from time to time.
- l) The Chargee shall provide the Counties with a certificate of insurance in compliance with the insurance requirements as stipulated in the agreement. The Policies show above shall not be cancelled, materially changed, or lapsed unless the insurer notifies the Counties in writing at least thirty (30) days prior to the effective date of the cancellation, material change or lapse in coverage. The insurance policy will be in a form and with a company licensed to carry on business in Ontario which is, in all respects, acceptable to the County.

10. Proof of Insurance— The contractor shall provide The Corporation of the United Counties of Prescott and Russell with a valid Certificate of Insurance and a renewal replacement as may be necessary, confirming the insurance coverage requirements and stating any pertinent exclusions as applicable, contained by the policy (ies), prior to the commencement of the Contribution Agreement and referencing the respective agreement. The contractor shall ensure that each subcontractor complies with the insurance requirements set out in the respective agreements by obtaining similar types of insurance and providing the contractor with valid Certificates of Insurance.
 - a) To the best of the Charger’s knowledge and belief, the Charged Premises contain no asbestos, urea formaldehyde insulation, polychlorinated biphenyls (PCB’s), radioactive substances or other materials deemed to be hazardous under any applicable environmental legislation, there are no outstanding orders or notices and any required permits or licences are in good standing.
 - b) The Charger, at its sole cost and expense, shall comply, or cause its members, agents, and invitees, at their sole cost and expense, to comply with all federal, provincial and municipal laws, rules, regulations and orders, with respect to the discharge and removal of hazardous or toxic wastes, and with respect to the discharge of contaminants into the natural environment. The Charger shall pay immediately when due the cost of removal of any such wastes and the cost of any improvements necessary to deal with such contaminants and keep the Charged Premises free and clear of any lien imposed pursuant to such laws, rules and regulations. In the event the Charger fails to do so, after notice to the Charger and the expiration of the earlier of (i) any applicable cure period under the Charge or (ii) the cure period under the applicable law, rule, regulation or order, the Chargee at its sole option may declare the Charge to be in default.
 - c) The Charger shall indemnify and hold the Chargee harmless from and against all losses, costs, damages or expenses (including, without limitation, legal fees and costs incurred in the investigation, defence and settlement of any claims) relating to the presence of any hazardous waste or contaminant referred to herein.
11. The Chargee or its agents may, at any time, before and after default, and for any purpose deemed necessary by the Chargee, enter upon the Charged Premises to inspect the lands and buildings thereon. Without limiting the generality of the foregoing, the Chargee or its agents may enter upon the Charged Premises to conduct any environmental testing, site assessment, investigation or study deemed necessary by the Chargee and the reasonable cost of such testing, assessment, investigation or study, as the case may be, shall be payable by the Charger forthwith and shall be a charge upon the said Charged Premises. The exercise of any of the powers enumerated in this paragraph shall not deem the Chargee or their agents to be in possession, management or control of the said lands and buildings.
12. At any time after the security hereby constituted becomes enforceable, or the money hereby secured shall have become payable, the Chargee may appoint in writing a receiver or receiver manager (the “Receiver”) of the Charged Premises, with or without bond, and may from time to time remove the Receiver and appoint another in its stead, and any such Receiver appointed hereunder shall have the following powers:
 - a) To take possession of the Charged Premises and to collect the rents and such property, undertaking and assets of the Charger assigned and/or charged to the Chargee herein and for such purpose to enter into and upon any lands, buildings and premises and for such purpose to do any act and take any proceedings in the name of the Charger or otherwise as it shall deem necessary, specifically including, but not limited to managing, operating, repairing, altering or extending the Charged Premises or any part thereof;
 - b) To employ and discharge agents, workmen, accountants and others upon such terms and with such

salaries, wages or remuneration as it shall think proper, to repair and keep in repair the Charged Premises and to do all necessary acts and things for the protection of the said Charged Premises;

- c) To sell or lease or concur in selling or leasing any or all of the Charged Premises, or any part thereof; and to carry any such sale or lease into effect by conveying in the name of or on behalf of the Charger or otherwise; and any such sale may be made either at public auction or private sale as seen fit by the Receiver; and any such sale may be made from time to time as to the whole or any part or parts of the Charged Premises; and the Receiver may make any stipulations as to title or conveyance or commencement of title or otherwise which it shall deem proper; and it may buy or rescind or vary any contracts for the sale of any part of the Charged Premises and may resell the same; and it may sell any of the same on such terms as to credit or part cash and part credit or otherwise as shall appear in its sole opinion to be most advantageous and at such prices as can reasonably be obtained thereof; and in the event of a sale on credit, neither the Receiver nor the Chargee shall be accountable for or charged with any money until actually received;
- d) To make any arrangement or compromise which the Receiver may think expedient in the interest of the Chargee and to consent to any modification or change in or omission from the provisions of this Charge and to exchange any part or parts of the Charged Premises for any other property suitable for the purposes of the Chargee and upon such terms as may seem expedient and either with or without payment or exchange of money or regard to the equality of the exchange or otherwise;
- e) To borrow money to carry on the operations of the Charger at the Charged Premises and to charge the whole or any part of the Charged Premises in such amounts as the Receiver may from time to time deem necessary, and in so doing the Receiver may issue certificates that may be payable when the Receiver thinks expedient and shall bear interest as stated therein and the amounts from time to time payable under such certificates shall constitute a Charge against the Charged Premises in priority to this Charge;
- f) To execute and prosecute all suits, proceedings and actions which the Receiver, in its opinion, considers necessary for the proper protection of the Charged Premises, and to defend all suits, proceedings and actions against the Charger or the Receiver, to appear in and conduct the prosecution and defence of any suit, proceeding or action then pending or thereafter instituted and to appeal any suit, proceeding or action;
- g) To execute and deliver to the purchaser of any part or parts of the Charged Premises, good and sufficient deeds for the same, the Receiver hereby being constituted the irrevocable attorney of the Charger for the purpose of making such sale and executing such deed, and any such sale made as aforesaid shall be a perpetual bar both in law and equity against the Charger, and all other persons claiming the said property or any part or parcels thereof by, from, through or under the Charger, and the proceeds of any such sale shall be distributed in the manner hereinafter provided;
- h) The net profits of the operations of the Charger at the Charged Premises and the net proceeds of any sale of the Charged Premises or part thereof shall be applied by the Receiver, subject to the claims of any creditor ranking in priority to this Charge:
 - (i) Firstly, in payment of all costs, charges and expenses of and incidental to the appointment of the Receiver and the exercise by it of all or any of the powers aforesaid, including the reasonable remuneration of the Receiver and all amounts properly

payable by it;

(ii) Secondly, in payment of all costs, charges and expenses payable hereunder;

(iii) Thirdly, in payment to the Chargee of the principal sum owing hereunder;

(iv) Fourthly, in payment to the Chargee of all interest and arrears of interest, if any, and any other monies remaining unpaid hereunder; and

(v) Fifthly, any surplus shall be paid to the Chargee, provided that in the event any party claims a Charge against all or a portion of the surplus, the Receiver shall make such disposition of all or a portion of the surplus as the Receiver deems appropriate in the circumstances.

- i) During any period wherein the Chargee or any receiver or receiver and manager appointed by it shall manage the Charged Premises or any part thereof, upon or after entry, as provided herein, the Chargee shall not, nor shall any receiver or receiver and manager, be responsible or liable for any debts contracted by it, for damages to any other property or person, or for salaries or non-fulfilment of any contract, save and except as to claims at law or in equity to an accounting; and the Chargee shall not be bound to do, observe, or perform or to see the observance or performance by the Charger of any of the obligations herein imposed upon the Charger nor in any other way supervise or interfere with the conduct of the Charger's operations of the Charged Premises;
- j) The Chargee shall not be liable to the Receiver for his remuneration, costs, charges or expenses, and the Receiver shall not be liable for any loss howsoever arising, unless the same is caused by his own gross negligence or willful default; and he shall, when so appointed, by notice in writing pursuant hereto, be deemed to be the agent of the Charger, and the Charger shall be solely responsible for his acts and defaults and for his remuneration;
- k) Save as to claims for an accounting contained in this paragraph, the Charger hereby releases and discharges any such Receiver from every claim of every nature, whether sounding in damages or not, which may arise or be caused to the Charger or any person claiming through or under it by reason or as a result of anything done by such Receiver, unless such claim be in direct and proximate result of dishonesty or fraud;
- l) The Chargee may, at any time and from time to time, terminate any Receiver by notice in writing to the Charger and to the Receiver;
- m) The statutory declaration of an employee or agent of the Chargee as to default under the provisions of this Charge and as to the due appointment of the Receiver pursuant to the terms hereof shall be sufficient proof thereof for the purposes of any person dealing with the Receiver through its ostensibly exercising powers herein provided for and such dealing shall be deemed, as regards such person, to be valid and effectual; and
- n) The rights and powers conferred herein in respect of the Receiver are supplemental to and not in substitution of any other rights and powers which the Chargee may have.

13. The Charge is hereby postponed to all mortgages registered against the Charged Premises as of the date of registration of this Charge and shall be continued to be postponed to any renewal or

replacement or consolidation of such mortgages, with or without an increased rate of interest.

SCHEDULE "E-2"

THIS ASSIGNMENT made this day of , 2022.
Between:

MAISON INTERLUDE HOUSE INC.
(Hereinafter called the "Assignor")

—and—

THE CORPORATION OF THE UNITED COUNTIES OF PRESCOTT AND RUSSELL
(Hereinafter called the "Assignee")

WHEREAS:

1. The Assignor is the owner of the lands and premises hereof (the "Premises"), subject to a charge to the Assignee of even date (the "Charge");
2. The Assignor has leased or granted a right of use, occupation or licence with respect to parts of the Premises and will from time to time lease or grant a right of use, occupation or licence with respect to parts of the Premises.

NOW THEREFORE, the Assignor and the Assignee agree with each other as follows:

1. In consideration of two dollars (\$2.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the Assignee, the Assignor hereby assigns, transfers and sets over unto the Assignee, its successors and assigns, as security for payment of the principal and interest and other moneys secured by the Charge and for performance of the obligations of the Assignor thereunder, all rents, charges and other moneys (the "Rents") now due and payable or hereafter to become due and payable,
 - a) under every existing and future lease of and agreement to lease the whole or any portion of the Premises, and
 - b) under every existing and future tenancy, use, occupation or licence granted by the Assignor, its successors and assigns, in respect of the whole or any portion of the Premises, whether or not pursuant to a lease, agreement to lease or licence, and
 - c) under every existing and future guarantee of all or any of the obligations of existing or future tenants, users, occupiers or licensees of the whole or any portion of the Premises,

including all rents and other moneys under every lease, agreement to lease, use, occupancy, licence and guarantee (the "Leases"), with full power and authority to demand, collect, sue for, recover, receive and give receipts for the Rents, and to enforce payment of the same in the name of the Assignor, its successors and assigns, or otherwise.

2. The Assignor shall be permitted to collect and receive the Rents as and when the same shall become due and payable according to the terms of the Leases, unless and until the Assignor is in default under any of the provisions of the Charge and thereafter, the Assignee shall give notice to the tenant, user, occupier, licensee or guarantor, requiring the same to pay the Rents to the Assignee, which notice shall be binding upon the Assignor and may not be contested by it.
3. The Assignor represents, warrants, covenants and agrees that,

- a) none of the Leases or the Assignor's rights thereunder, including the right to receive the Rents, have been or will be amended (except in the ordinary course of business), assigned, encumbered, discounted (save and except in connection with any settlement with a defaulting tenant in the ordinary course of business) or anticipated in priority to this Assignment, without the prior written consent of the Assignee; and
 - b) it has not and will not do or omit to do any act having the effect of terminating, cancelling or accepting surrender of any of the Leases or of waiving, releasing, reducing or abating any rights or remedies of the Assignor or obligations of any other party thereunder or in connection therewith; and
 - c) none of the rights, remedies and obligations are or will be affected by any reduction, abatement, defence, set-off or counterclaim; and
 - d) none of the Rents under any of the Leases has been or will be paid in advance, except rent for the ensuing month and rent for the last month of the term of the lease; and
 - e) none of the Rents under any of the Leases has been paid prior to the due date for payment thereof; and
 - f) there has been no default under any of the Leases; and
 - g) there is no outstanding dispute under any of the Leases between the Assignor and any other party thereto; and
 - h) each of the Leases is valid, enforceable and in full force and effect; and
 - i) the Assignor shall observe and perform all of its obligations under the Leases.
4. Nothing herein contained shall have the effect of making the Assignee, its successors or assigns, responsible for the collection of the Rents or any of them or for the performance of any obligations or provisions under or in respect of the Leases or any of them to be observed and performed by the Assignor; and the Assignee shall not, by virtue of this Assignment or their receipt of the Rents or any of them, become or be deemed to be a mortgagee in possession; and the Assignee shall not be under any obligation to take any action or exercise any remedy in the collection or recovery of the Rents or any of them, or to see to or enforce the performance of the obligations and liabilities of any person under or in respect of the Leases or any of them or to see to or enforce the performance of the obligations and liabilities of any person under or in respect of the Leases or any of them; and the Assignee shall be liable to account only for such moneys as shall actually come into their hands, less proper collection charges and such moneys may be applied on account of any indebtedness of the Assignor to the Assignee.
5. In the event the Assignee shall have exercised their rights under paragraph 2 and shall have received any of the Rents and if the Assignor shall cure the default under the Charge which gave rise to such exercise and shall have resumed collection of the Rents, the Assignee shall provide the Assignor with details of all Rents received by them prior to such resumption.
6. The Assignor covenants and agrees to execute such further assurances as may be reasonably required by the Assignee from time to time to perfect this Assignment and without limiting the generality of the foregoing, upon the request of the Assignee made at any time, it shall assign, transfer and set over unto the Assignee the Leases or such of them so requested by a valid assignment thereof and shall give any other parties thereto a notice of such assignment and shall obtain from them acknowledgements of such

notice, and the Assignor hereby irrevocably appoints the Assignee its attorney to effect and execute such assignment.

7. A full and complete Discharge of the Charge shall operate as a full and complete release and re-assignment of all of the Assignee's rights and interest hereunder, and after the Charge has been fully discharged, this instrument shall be void and of no further effect. In the event further documentation is required for such release and reassignment, the Assignee shall execute the same promptly, upon request by the Assignor.
8. This Assignment is given in addition to and not in substitution for any other security held by the Assignee for all or any part of the monies secured under the Charge. It is understood and agreed that the Assignee may pursue their remedies under the Charge or hereunder or under any other security, concurrently or successively, at their option. Any judgment or recovery hereunder or under any other security held by the Assignee for the monies secured under the Charge shall not affect the right of the Assignee to realize upon this or any other security.
9. This Assignment is hereby postponed to the Assignment of Rents registered against the Premises as of the date of registration of this Assignment and any extension or renewal thereof and any specific assignment of Rents made thereunder from time to time.
10. This Assignment shall enure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF this Assignment has been executed on behalf of the Assignor by its authorized officers.

SIGNED SEALED AND DELIVERED
in the presence of

**THE CORPORATION OF THE UNITED COUNTIES
OF PRESCOTT AND RUSSELL**
Per:

Sylvie Millette, Social Services Director

Valérie Parisien, Treasurer

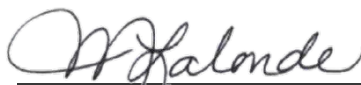
We have the authority to bind the Corporation

Maison Interlude House Inc.

Per:



Nicole Giroux, President



Muriel Lalonde, Executive Director

We have the authority to bind the Corporation

SCHEDULE “F”
PERMITTED ENCUMBRANCES

[This schedule in the executed Charge/Mortgage will contain the registration details of all registered documents which fit into the categories listed below.]

Permitted encumbrances:

1. All mortgages and security collateral thereto totalling principal amounts which do not exceed the total costs of the Development Activities incurred in connection with the Project and shall not exceed ninety per cent (90%) of the appraised value of the property.
2. Such easements and restrictive covenants as do not prevent the Project from being constructed or used as Affordable Housing.
3. Municipal agreements relating to the Development Activities in connection with the Project.
4. CMHC Co-Investment loan under the National Housing Strategy.

SCHEDULE "G"

PROPONENT'S INITIAL OCCUPANCY REPORT

SSRF Phase 5—Rental Housing component

A. Project Information

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

B. Unit Details

Target Client	Unit Type	Household Type	SSRF Units (A)	# of SSRF RS	# of SSRF HA	# of Other RS	# of SS	Non-SSRF Units (B)	Total Units (A+B)
	Bachelor								
	1 BR								
	2 BR								
	3 BR								
	Other (specify)								
	Toral								

SSRF RS: SSRF — Rent Supplements

SSRF HA: SSRF — Housing Allowances

Other RS: Other Rent Supplements

SS: Supportive Services

C. Depth of Affordability: Rents at Occupancy (SSRF Funded Units)

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

Notes:

- 1. Actual Rent is inclusive of federal and/or provincially funded Rent Supplements received by the Proponent.
- 2. Alternate AMR examples include: modified Ontario Works Shelter Allowance; Ministry-approved alternate.

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) x 100=	

D. Source of Alternate AMR (if an alternate AMR is being used)

E. Rational (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 Section B and C above is true and correct. I hereby authorize the _____ [insert name of Service Manager] to review the rent roll from appropriate sources (s) if deemed necessary.

Signature

Date

Print Name

Position

Submitted by _____ [insert name of Service Manager]

Signature

Date

Print Name

Position

SCHEDULE "H"

PROPONENT'S ANNUAL OCCUPANCY REPORT

SSRF Phase 5—Rental Housing component For The
Year Ended December 31, 20XX

A. Project Information

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

B. Unit Details

Target Client	Unit Type	Household Type	SSRF Units (A)	# of SSRF RS	# of SSRF HA	# of Other RS	# of SS	Non-SSRF Units (B)	Total Units (A+B)
	Bachelor								
	1 BR								
	2 BR								
	3 BR								
	Other specify)								
	Total								

Notes:

SSRF RS: SSRF — Rent Supplements

SSRF HA: SSRF — Housing Allowances

Other RS: Other Rent Supplements

SS: Supportive Services

SCHEDULE "I"

COMMUNICATIONS PROTOCOL

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, and 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 preceding 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. The 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 and 2014 Extension 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 operate 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 SMHC 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 MMAH Co-chair.

G.2.5 The Joint Committee will meet at least twice a 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 Projects 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 2014 Extension."

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 to 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 2014 Extension and the Programs.

New 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 for 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 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 messages 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 recipients, 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 of 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 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 of precedence. The Parties should jointly agree on the messages 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 2014 Extension 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 Extension 2014 and the Programs.

However, it must inform the other Party of the contents of the campaign's messages at least 30 days before it is launched.

Payments

G.4.12 All payments to approved applicants of others pursuant to 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 2014 Extension".

G.5 COSTS

G.5.1 The Joint Committee shall approve an annual communications 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 costs incurred by the party associated with any public announcement and official ceremony, temporary or permanent signage and plaques, advertising, literature, media distribution, organization or 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 “J”

CONFIRMATION OF CONSTRUCTION START

|
SSRF Phase 5—New Facilities Component

This is to confirm that the _____ project in the [SM name] 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

Name and Title of Service Manager/
Authorized Signing Officer

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