

THE CORPORATION OF THE MUNICIPALITY OF TEMAGAMI

BY-LAW NO. 15-1260

Being a by-law to authorize the Mayor and Chief Administrative Officer to execute a Contribution Agreement and Loan Agreement with Canada Mortgage and Housing for Seed Funding for an Affordable Housing Project in Temagami.

WHEREAS under Section 8. (1) of the Municipal Act, 2001, S.O., 2001, c.25, as amended, the powers of a municipality under this or any other Act shall be interpreted broadly so as to confer broad authority on the municipality to enable the municipality to govern its affairs as it considers appropriate and to enhance the municipality's ability to respond to municipal issues;

AND WHEREAS under Section 9 of the Municipal Act, 2001, S.O., 2001, c.25, as amended, a municipality has the capacity, rights, powers and privileges of a natural person for the purpose of exercising its authority under this or any other act;

AND WHEREAS Council deems it desirable to enter into an agreement with Canada Mortgage and Housing for Seed Funding in the amount of \$20,000, to carry out the initial activities required to develop a proposal for an Affordable Housing Project in Temagami; with said funding being in the form of a grant in the amount of \$10,000, through a Contribution Agreement, and an interest free, repayable loan in the amount of \$ 10,000, through a Loan Agreement (acct # 22-739-080);

NOW THEREFORE the Council of the Corporation of the Municipality of Temagami hereby enacts as follows:

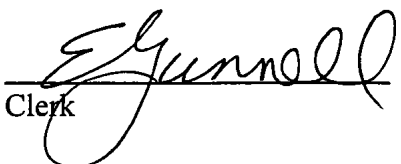
1. That the Mayor and the Chief Administrative Officer are hereby authorized and directed to execute the Agreement attached hereto as Schedule "A" and forming part of this bylaw.
2. This bylaw shall come into force and take effect upon final passing thereof.
3. That the Clerk of the Municipality of Temagami is hereby authorized to make minor modifications or corrections of a grammatical or typographical nature to the by-law and schedule, after the passage of this by-law, where such modifications or corrections do not alter the intent of the by-law.

BE TAKEN AS READ A FIRST time on this 27th day of August 2015;

READ A SECOND AND THIRD time and finally passed this 27th day of August 2015.



Mayor



Clerk

**CMHC SEED FUNDING
LOAN AGREEMENT
(the "Agreement")**

Between Canada Mortgage and Housing Corporation
(herein referred to as "CMHC")

- and -

The Corporation of the Municipality of Temagami
(herein referred to as the "Recipient")

WHEREAS the Recipient has requested Seed Funding by an application dated April 4, 2015 for the housing project proposal identified as: To construct 20-30 affordable units in Temagami, Ontario
and

WHEREAS the Borrower's proposed housing project will be affordable as defined by CMHC;
and

WHEREAS CMHC has agreed to provide a Loan to the Borrower, provided that the Borrower complies with the prescribed conditions herein set out;

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the funding by CMHC to the Borrower in the form of an interest free repayable Loan, herein referred to as the "Loan" in the amount of \$ 10,000, the Borrower covenants and agrees with CMHC as follows:

Funding Provisions

1. Eligible activities shall include the following:

- Analysis of need and demand for the proposed project
- Preliminary design of the housing project
- Preparation of Business Plan

(a) The Eligible Activities will be carried out by the Borrower within 12 months of the date of the Agreement.

(b) Advances under the loan shall be contingent upon the completion of the Eligible Activities to the satisfaction of CMHC at its sole discretion.

(c) Until the need and demand study and the business plan for the housing project proposal are acceptable to CMHC, no funds will be advanced for other Eligible Activities.

(d) CMHC shall not be liable to advance any additional funds to the Borrower in the event that the Eligible Activities are not completed to CMHC's satisfaction within the time frame set out in subparagraphs (a) and (b) above.

Release of Information Relating to the Project

2. The Borrower agrees that information related to the proposed housing project may be used by CMHC for the purpose of media releases or publication or other venues as deemed appropriate by CMHC.

Intellectual Property

3. All information and materials produced pursuant to the terms of this Agreement shall be the exclusive property of the Borrower and the Borrower shall have copyright therein. The Borrower hereby grants to CMHC an exclusive, perpetual, royalty-free right and licence to use all or part of the information and materials produced under this Agreement world-wide, with the right to modify the information or materials for any purpose related to the current or future operations of CMHC. The licence so granted shall survive the termination of this Agreement.

Maximum Liability

4. The maximum liability of CMHC under this Agreement is \$ 10,000 inclusive of all taxes and any fees or expenses of any kind. No provision of this Agreement shall be read so as to oblige CMHC to provide any further assistance to the housing project proposal over and above this amount.

Indemnification

5. The Borrower agrees to indemnify and save harmless CMHC, its officers and employees for all claims, demands, actions, suits or other proceedings of every nature and kind arising from or in consequence of the performance of this Agreement whether or not CMHC is a named party in such actions, suits or proceedings.

Records

6. The Borrower will keep proper and detailed records and statements of account, including receipts, vouchers, invoices, and other documents related to the cost of carrying out the activities listed above and shall at all times permit CMHC access to such records and statements for the purpose of inspection and audit. **The Borrower shall provide CMHC with Quarterly progress reports including Eligible Activities and proof of expenditures in a format acceptable to CMHC.** The first quarterly report is due 3 months after the date of this agreement. As a minimum the quarterly progress report will include the following:

- The current status of the proposed housing project
- Accomplishments on the Eligible Activities and progress since the last report
- Challenges that may have impeded progress
- Work undertaken by consultants (if applicable)
- A summary of expenditures for eligible Seed Funding activities
- Action plan for the next quarter

No disbursement Prior to Signing of Agreement

7. No funds under this Agreement will be disbursed until a copy of this Agreement is signed by the Borrower and delivered to CMHC.

Advances

8. Provided that the Borrower is in compliance with all provisions of this Agreement, CMHC will make Loan advances, based on original invoices submitted by the Borrower, up to a maximum amount set out in paragraph 4 above, for eligible expenses incurred in carrying out activities. CMHC will not pay for activities carried out prior to CMHC's written approval of the Seed Funding loan. Eligible expenses are incurred as a result of the activities outlined in this Agreement and which are approved by CMHC.

Personal Liability

9. Where the Borrower is not an incorporated organization, the representatives signing this Agreement as or on behalf of the Borrower agree **THEY SHALL BE PERSONALLY LIABLE**

ON A JOINT AND SEVERAL BASIS FOR ALL FUNDS ADVANCED under this Agreement and for the repayment of any or all such funds at the sole discretion of CMHC.

Fraud or Misrepresentation

10. Should the Borrower fail to satisfy the requirements of this Agreement, or if CMHC is of the opinion that there has been fraud or misrepresentation on the part of the Borrower, its representatives, all funds advanced shall be due and payable and shall be repaid to CMHC immediately upon demand by CMHC. In the event that the Borrower is not a legal entity, the representatives of the Borrower signing this Agreement shall be liable to CMHC on a joint and several basis for the repayment of the funds, upon delivery of notice of demand by CMHC.

Termination

11. (a) CMHC may, by written notice to the Borrower, immediately terminate this Agreement if CMHC is satisfied that

- (i) the Borrower has not met one or more of its obligations under this Agreement or
- (ii) the Borrower will not be able to meet one or more of its obligations under this Agreement or
- (iii) the Borrower has become bankrupt or insolvent, or is otherwise unable to meet its financial obligations
- (iv) If the project does not proceed within five (5) years after the contribution is made, the Borrower must provide CMHC with an account of all expenditures, a written outline of the reasons for which the Project did not proceed and if required, a request for contribution forgiveness.

Upon termination of this Agreement by CMHC, CMHC will have no further liability of any kind to the Borrower.

Capital Financing

12. The Borrower shall provide CMHC with written notice forthwith if/when the Project proceeds to a commitment for capital financing or a commitment for other funding used in the advancement of the Project ("Capital Financing"). All Loan amounts advanced under this Agreement shall be immediately repayable by the Borrower to CMHC upon receipt by the Borrower of the first advance of the Capital Financing for the Project. The amounts advanced shall be paid directly to CMHC by the lender or the other party providing Capital Financing (the "Lender"). The Borrower shall issue a directive to the Lender providing to this effect, with a copy to CMHC.

Should the Project not Proceed

13. (a) Where the Borrower has complied with the terms of this Agreement but does not receive any commitment for Capital Financing or other funding for the project within five (5) years after the Loan is made, and it is unlikely that the Project will be realized, then CMHC may, at its sole discretion, forgive all or part of the Loan amounts advanced under this Agreement. No amount shall be considered forgiven unless the Borrower has received written notice of the forgiveness from CMHC.

(b) CMHC shall not forgive the Loan where it is of the opinion that there has been fraud or misrepresentation on the part of the Borrower or its representatives.

(c) In the event that the Loan is not forgiven, all amounts advanced which have not been forgiven by written notice shall be due and payable to CMHC upon the delivery by regular mail of written notice of demand to the Borrower.

Such demand may be made at any time during or after the term of this Agreement.

(d) If CMHC opts to terminate this Agreement for any reason all Loan advances shall be immediately due and payable to CMHC unless forgiven by CMHC in accordance with the terms of this Agreement.

(e) If the Project does not proceed within five (5) years after the Loan is made, the Borrower must provide CMHC with an accounting of all expenditures, a written outline of the reasons for which the Project did not proceed and if required, a request for Loan forgiveness.

Entire Agreement

14 (a) This Agreement contains all of the agreements and understandings between the parties and no other representatives or warranties, verbal or otherwise, exist between the parties except those attached as a written addendum to this Agreement and signed by both parties.

(b) If any provision of the Agreement is held by competent authority to be invalid, illegal or unenforceable for any reason, the remaining provisions of the Agreement and its attachments will continue in full force so long as they express the intent of the parties. If the intent of either party cannot be preserved, the Agreement shall be either renegotiated or terminated by the parties.

(c) The failure of CMHC to insist on strict compliance with one or more of the terms of the Agreement shall not constitute a waiver of CMHC's right to enforce those terms at a later date. No provision of the Agreement shall be deemed to have been waived as a result of a breach by either party of the provision, unless such waiver is in writing and signed by the other party. The written waiver by either party of any breach of any provision of the Agreement by the other party, shall not be deemed a waiver of such provision for any subsequent breach of the same or any other provision of the Agreement.

(d) This Agreement may not be assigned by the Borrower without the prior written consent of CMHC.

Binding Agreement

15. This agreement shall be binding upon and shall operate to the benefit of the parties hereto and their respective successors and assigns.

No Warranty

16. (a) The Borrower agrees that it has no authority to give any guarantee or warranty whatsoever expressed or implied on behalf of CMHC and that it is in no way the legal representative or agent of CMHC and that it has no right or authority to create any obligation on behalf of CMHC or to bind CMHC in any way.

(b) The parties agree that the employees, agents and representatives of the Borrower are not employees of CMHC. The Borrower is responsible for directing and managing such persons and for making any withholdings or deductions that may be required by law.

No use of Name or Logo

17. It is agreed that the Borrower will make no use whatsoever of the name, logo or initials of CMHC without the express written consent of CMHC.

Conflict of Interest

18. (a) The Borrower shall avoid any conflict of interest during the term of this Agreement and shall immediately declare any existing, potential or apparent conflict and shall, upon direction of CMHC, take steps to eliminate any conflict or perception that a conflict of interest exists.

(b) In the event that a conflict of interest, real or perceived, cannot be resolved to the satisfaction of CMHC, CMHC shall have the right to immediately terminate the Agreement.

House of Commons

19. No member of the House of Commons shall be admitted to any share or part of the Agreement or to any benefit arising there from.

Notice

20. Delivery of notice under this Agreement shall be effective 3 days after posting by regular mail, or on the day following transmission by means of fax or e-mail, to the parties at the following addresses

CMHC:

Address: 100 Sheppard Ave. East, Suite 300, Toronto, ON M2N 6Z1

E-mail: jkolibas@cmhc.ca

Borrower: The Corporation of the Municipality of Temagami, 7 Lakeshore Drive, P.O. Box 220, Temagami, Ontario P0H 2H0

IN WITNESS WHEREOF the parties hereto have duly executed this agreement.

Date at _____ a .this ^6/ day of <^^^2015.

Borrower's Representatives:

We 11 have the authority to bind the Borrower.

Signatory: Lorie Hunter, Mayor
(Print Name Here)

Lorie Hunter
(Sign Name Here)

Signatory: Patrick Cormier, CAO

Patrick Cormier

Witness: Elaine Gunnell, Clerk
(Print Name Here)

Elaine Gunnell
(Sign Name Here)

CMHC's Representative:

CMHC: Giovanni Tino
(Sign Name Here)

Giovanni Tino
(Sign Name Here)

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**CMHC SEED FUNDING
CONTRIBUTION AGREEMENT
(the "Agreement")**

Between Canada Mortgage and Housing Corporation
(herein referred to as "CMHC")

- and -

The Corporation of the Municipality of Temagami
(herein referred to as the "Recipient")

WHEREAS the Recipient has requested Seed Funding by an application dated April 4, 2015 for the housing project proposal identified as: **To build 20-30 affordable units in Temagami, Ontario**

and

WHEREAS the Recipient's proposed housing project will be affordable as defined by CMHC;

and

WHEREAS CMHC has agreed to provide a grant to the Recipient, provided that the Recipient complies with the prescribed conditions herein set out;

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the funding by CMHC to the Recipient in the form of a \$10,000 grant, the Recipient covenants and agrees with CMHC as follows:

Funding Provisions

1. Eligible Activities shall include the following:

- Analysis of need and demand for the proposed project
- Preliminary design of the housing project
- Preparation of Business Plan

(a) The Eligible Activities will be carried out by the Recipient within **twelve (12)** months of the date of the Agreement.

(b) Advances of the Grant shall be contingent upon the completion of the Eligible Activities to the satisfaction of CMHC at its sole discretion.

(c) Until the need and demand study and the business plan for the housing proposal are acceptable to CMHC, no funds will be advanced for other Eligible Activities.

(d) CMHC shall not be liable to advance any additional funds to the Recipient in the event that the Eligible Activities are not completed to CMHC'S satisfaction within the time frame set out in Section 1.

Release of information Relating to the Project

2. The Recipient shall allow information about the proposed housing project to be used in media releases, publications or other venues as deemed appropriate by CMHC.

Intellectual Property

3. All information and materials produced under this Agreement shall be the exclusive property of the Recipient and the Recipient shall have copyright therein. Subject to the terms and conditions of this Agreement, the Recipient hereby grants to CMHC an exclusive, perpetual, royalty-free and licence to use all or part of the information and materials produced under this Agreement world-wide, with the right to modify the information or materials for any purpose related to the current or future operations of CMHC. The licence so granted shall survive the termination of this Agreement.

Maximum Liability

4. The maximum liability of CMHC under this Agreement is \$10,000 inclusive of all taxes and fees or expenses. No provision of this Agreement shall be read to oblige CMHC to provide any further assistance to the housing project proposal over and above this amount.

Indemnification

5. The Recipient agrees to indemnify and save harmless CMHC, its officers and employees against all claims demands, actions, suits or other proceedings of every nature and kind arising from or in consequence of the performance of this Agreement whether or not CMHC is named party in such actions, suits or proceedings.

Records

6. The Recipient will keep proper and detailed records and statements of account, including receipts, vouchers, invoices, and other documents related to the cost of carrying out the activities listed above and shall at all reasonable times permit CMHC access to such records and statements for the purpose of inspection and audit. **The Recipient shall provide CMHC with quarterly progress reports, including Eligible Activities expenditures and financial statements along with proof of expenditures in a form acceptable to CMHC.** The first quarterly report is due 3 months after the date of this agreement. As a minimum the quarterly progress report will include the following:

- The current status of the proposed housing project
- Accomplishments on the Eligible Activities and progress since the last report
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- Work undertaken by consultants (if applicable)
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- Action plan for the next quarter

No Disbursement Prior to the Signing of the Agreement

7. No funds under this Agreement will be disbursed until a copy of this Agreement is signed by the Recipient and delivered to CMHC.

Advances

8. Provided that the Recipient is in compliance with all provisions of this Agreement, CMHC will advance funds, based on original invoices submitted by the Recipient, up to a maximum amount set out in paragraph 4 for eligible expenses incurred in carrying out funded activities. CMHC will not pay for activities carried out prior to the Recipient's receipt of CMHC's written approval of the eligible Seed Funding. Eligible expenses are incurred as a result of the activities outlined in paragraph 1 of this Agreement and approved by CMHC.

Personal Liability

9. Where the Recipient is not an incorporated organization, the representatives signing this Agreement on behalf of the Recipient agree **THEY SHALL BE PERSONALLY LIABLE ON A JOINT AND SEVERAL BASIS FOR ALL FUNDS ADVANCED** under this Agreement and for the repayment of any or all such funds when the funds become due and payable under the terms of the Agreement.

Fraud or Misrepresentation

10. Should the Recipient fail to satisfy the requirements of this Agreement, or if CMHC is of the opinion that there has been fraud or misrepresentation on the part of the Recipient or its representatives, all funds advanced shall be due and payable and shall be repaid to CMHC immediately upon demand by CMHC. In the event that the Recipient is not a legal entity, the

representatives of the Recipient signing this Agreement shall be liable to CMHC on a joint and several basis for the repayment of the funds, upon delivery of notice of demand by CMHC.

Termination

11. (a) CMHC may, by written notice to the Recipient, immediately terminate this Agreement if CMHC is satisfied that

- (i) the Recipient has not met one or more of its obligations under this Agreement or
- (ii) the Recipient will not be able to meet one or more of its obligations under this Agreement or
- (iii) the Recipient has become bankrupt or insolvent, or is otherwise unable to meet its financial obligations
- (iv) If the project does not proceed within five (5) years after the contribution is made, the Recipient must provide CMHC with an account of all expenditures, a written outline of the reasons for which the Project did not proceed and if required, a request for contribution forgiveness.

Upon termination of this Agreement by CMHC, CMHC will have no further liability of any kind to the Recipient.

Entire Agreement

12. (a) This Agreement contains all of the agreements and understandings between the parties and no other representations or warranties, verbal or otherwise, exist between the parties except those attached as a written addendum to this Agreement and signed by both parties.

(b) If any provision of the Agreement is held by competent authority to be invalid, illegal or unenforceable for any reason, the remaining provisions of the Agreement and its attachments will continue in full force so long as they express the intent of the parties. If the intent of either party cannot be preserved, the Agreement shall be either renegotiated or terminated by the parties.

(c) The failure of CMHC to insist on strict compliance with one or more of the terms of the Agreement shall not constitute a waiver of CMHC's right to enforce those terms at a later date. No provision of the Agreement shall be deemed to have been waived as a result of a breach by either party of the provision, unless such waiver is in writing and signed by the other party. The written waiver by either party of any breach of any provision of the Agreement by the other party shall not be deemed a waiver of such provision for any subsequent breach of the same or any other provision of the Agreement.

(d) This Agreement may not be assigned by the Recipient without the prior written consent of CMHC.

Binding Agreement

13. This agreement shall be binding upon and shall endure to the benefit of the parties hereto and their respective successors and assigns.

No use of Name or Logo

14. It is agreed that the Recipient will make no use whatsoever of the name, logo or initials of CMHC without the express written consent of CMHC.

Conflict of Interest

15. (a) The Recipient shall avoid any conflict of interest during the term of this Agreement and shall immediately declare any existing, potential or apparent conflict and shall, upon direction of CMHC, take steps to eliminate any conflict, or perception that a conflict of interest exists.

(b) In the event that a conflict of interest, real or perceived, cannot be resolved to the satisfaction of CMHC, CMHC shall have the right to immediately terminate the Agreement.

House of Commons

16. No member of the House of Commons shall be admitted to any share or part of the Agreement or to any benefit arising therefrom.

Notice

17. Delivery of notice under this Agreement shall be effective 3 days after posting by regular mail, or on the day following transmission by fax or e-mail, to the parties at the following addresses

CMHC:

Address: 100 Sheppard Ave. East, Suite 300, Toronto, ON M2N 6Z1

Email: jkolibas@cm hc.ca

Recipient: The Corporation of the Municipality of Temagami, 7 Lakeshore Drive, P.O. Box 220, Temagami, Ontario P0H 2H0

IN WITNESS WHEREOF the parties hereto have duly executed this Agreement.

Dated at _____, this 21st day of September, 2015.

Recipient's Representative(s):

I have the authority to bind the Recipient

Witness: Elaine Gunnell, Clerk
(Print Name Here)

[Signature]
(Sign Name Here)

Signatory: Lofte. WxwVer inQo kjo C
(Print Name Here)

[Signature]
(Sign Name Here)

Signatory: Patrick (Lorsvli er, CAO

[Signature]

CMHC's Representative:

CMHC: Giovanni Tino
(Print Name Here)

[Signature]
(Sign Name Here)