

**THE CORPORATION OF THE TOWNSHIP OF BONFIELD**

**BY-LAW NO. 2019-31**

**BEING A BY-LAW TO PROVIDE FOR MUNICIPAL CAPITAL FACILITIES FOR  
MUNICIPAL HOUSING PROJECT FACILITIES**

**WHEREAS** under Section 8 of the Municipal Act, 2001, S.O. 2001, c.25, as amended, the powers of a municipality shall be interpreted broadly to enable it 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** under Section 10 (1) of the Municipal Act, 2001, S.O. 2001, c.25, as amended, a single-tier municipality may provide any service or thing that the municipality considers necessary or desirable for the public;

**AND WHEREAS** Subsection 110 (1) of the Municipal Act, 2001, S.O. 2001, c. 25 allows municipalities to enter into agreements for the provision of municipal capital facilities by any person and to authorize certain forms of assistance including tax exemptions;

**AND WHEREAS** pursuant to O. Reg. 603/06 as amended, made under the Municipal Act, 2001 an agreement for the provision of municipal housing project facilities as municipal capital facilities can provide for a tax exemption;

**AND WHEREAS** pursuant to O. Reg. 603-06 as amended, requires that a municipality must pass a municipal housing facilities by-law which is compliant with requirements set out in that regulation prior to passing a by-law authorizing an agreement respecting municipal housing project facilities;

**AND WHEREAS** Council for the Township of Bonfield deems it desirable to provide certain forms of financial or other assistance at less than fair market value as provided in Section 110 (1) of the Municipal Act, 2001, for the provision of municipal housing project facilities as municipal capital facilities on certain terms and conditions and for that purposes enacts this By-law pursuant to paragraph 7 (1)(a) of O. Reg. 603/06;

**NOW THEREFORE** the Council of the Township of Bonfield hereby enacts the following as a by-law:

1. That Council adopts a **Municipal Capital Housing Facilities** policy for the Township of Bonfield identified as Schedule "A", attached hereto and forming part of this by-law;
2. This by-law shall come into full force and effect upon passage;
3. That the Clerk of the Township of Bonfield 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 modification or corrections do not alter the intent of the by-law or its associated schedule.

**READ A FIRST, SECOND AND THIRD TIME AND FINALLY PASSED THIS 8<sup>th</sup> DAY OF  
OCTOBER 2019**

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MAYOR

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CAO/Clerk

Schedule "A" to

**By-law No. 2019-31**

**Municipal Capital Housing  
Facilities**

## Section 1 - Definitions of Words and Phrases

Definitions of words and phrases used in this by-law have the following meaning for the purposes of this by-law.

- 1.1 Act** means the *Municipal Act, 2001*, S.O. 2001, c. 25 as amended and regulations thereunder;
- 1.2 Affordable Housing** means a Housing Project which meets the guidelines in Subsection 2 of this By-law;
- 1.3 Average Market Rent** for any calendar year means the average monthly market rent by unit type, located within the Township of Bonfield as determined and published annually by Canada Mortgage and Housing Corporation in their annual fall housing rental market survey. If Canada Mortgage and Housing Corporation does not publish its fall housing market rental survey of Township of Bonfield rents for any given year, then "average market rents" for that period shall be the average rents as determined by the xxxxx of the Township of Bonfield;
- 1.4 Township** means the municipal corporation of the Township of Bonfield or the geographic area of the Township of Bonfield as the context requires;
- 1.5 Council** means the Council of the Township of Bonfield;
- 1.6 Household** means an individual who lives alone or two or more individuals who live together;
- 1.7 Household Income** means the gross annual income from all sources of all persons who reside in a Housing Unit, or will reside in a Housing Unit if such Housing Unit were rented to them;
- 1.8 Housing Project** means a project or part of a project designed to provide or facilitate the provision of rental residential accommodation, with or without any public space, recreational facilities and commercial space or buildings appropriate thereto, which project or part of a project is not a registered condominium or to be registered as a condominium;
- 1.9 Housing Provider** means a person with whom the Township has entered into or will enter into a Municipal Housing Project Facilities Agreement under Section 6 of this By-law;
- 1.10 Housing Unit** means a unit in a Municipal Housing Project Facility;
- 1.11 Municipal Capital Housing Facilities** means the class of municipal facilities prescribed in paragraph 18 of Section 20. Reg. 603-06;
- 1.12 Municipal Capital Project Facilities Agreement** means an agreement compliant with Section 5 of this By-law, entered with a Housing Provider for the provision of Housing Projects as Municipal Housing Project Facilities as a form of municipal capital facilities;
- 1.13 Unit Size** means the size of unit within a Municipal Capital Housing Facility or proposed Municipal Capital Housing Facility, measured by the number of bedrooms.

## Section 2 - Affordable Housing Defined

For the purpose of this By-law and for a Municipal Capital Housing Facilities Agreement "Affordable Housing" shall include all Housing Projects in which at least 30% of the rent charged for each Unit Size, inclusive of utilities but exclusive of parking, telephone, cable and other similar fees, is at least 80% or less than the Average Market Rent of each Unit Size.

### **Section 3 - Limits on Municipal Housing Project Facilities Agreement**

The Township shall not enter into a Municipal Capital Housing Facilities Agreement unless:

- a) Council has determined that at least 30 % of the Housing Units to be provided as part of the Municipal Capital Housing Facility fall within the definition of Affordable Housing or are deemed to be Affordable Housing; and
- b) a by-law has been passed by Council authorizing an Agreement for Municipal Capital Housing Facilities and authorizing the form of financial assistance to be provided.

### **Section 4 - Limits on Municipal Housing Facilities Agreement**

4.1 Under no circumstances shall any housing unit be made available:

- a) Unless at least 30 % of all units are at a market value within the definition of Affordable Housing; or

4.2 Housing Units subject to a Municipal Capital Housing Facilities Agreement shall not be rented to the Housing Provider or a shareholder or director of the Housing Provider or any individual not at arm's length to the Housing Provider or shareholder or director of the Housing Provider unless:

- a) the Housing Provider is a non-profit co-operative as defined in the *Co-operative Corporations Act*, R.S.O. 1990, c. 35 as amended, or
- b) the Housing Provider is a not-for-profit corporation.

### **Section 5 - Terms of Municipal Housing Facilities Agreement**

5.1 Any Municipal Housing Project Facilities Agreement shall include, but shall not be limited to provisions that:

- a) the term is not less than 10 years;
- b) at least 30% of the housing units in the Municipal Capital Housing Facility shall, throughout the term of the agreement, qualify as Affordable Housing within the meaning of this By-law;
- c) the Housing Provider comply with those matters set out in Section 4 of this By-law;
- d) the Municipal Capital Housing Facilities Agreement is binding on the Housing Provider's heirs, successors and permitted assigns;
- e) during the term of the Municipal Capital Housing Facilities Agreement the Housing Provider shall, as a condition precedent to a sale to a subsequent purchaser, require the subsequent purchaser to enter into an agreement with the Township and that agreement shall impose the terms of the Municipal Capital Housing Facilities Agreement on that subsequent purchaser;
- f) an identification of the benefits being conveyed to the Housing Provider under the By-law;
- g) if the Housing Provider does not carry out its obligations under the agreement, the Housing Provider shall, if demanded, pay to the Township the entire amount of the benefits conveyed under the agreement, together with any applicable costs and interest; and
- h) Such other contractual provisions which are required to be inserted based on fundamental contractual drafting principles.

### **Section 6 - Financial and/or other Assistance - Conditions**

6.1 A Municipal Capital Housing Facilities Agreement may, with respect to the provision, lease, operation and maintenance of the Municipal Capital Housing Facilities that are subject to the Municipal Housing Facilities Agreement provide for financial or other assistance at less than fair market value or at no cost to the Housing Provider with respect of the provision, lease, operation or maintenance of the facilities that are subject of the agreement, and such assistance may include:

- a) giving or lending money and charging interest; and/or
- b) giving, lending, leasing or selling property; and/or
- c) giving in-kind municipal services; and/or
- d) provide an exemption from all or part of the taxes levied for municipal and school purposes on land or a portion of it on which the municipal capital facilities are or will be located on in accordance with Section 110 (6) of the Act.

**6.2** The assistance provided under Article 6.1 of this By-law shall only be in respect of the provision, lease, operation or maintenance of the facilities that are subject to the Municipal Capital Housing Facilities Agreement

### **Section 7 - Interpretation**

- 7.1** Whenever this By-law refers to a person or thing with reference to gender or the gender neutral, the intention is to read the By-law with the gender applicable to the circumstances.
- 7.2** References to items in the plural include the singular, as applicable;
- 7.3** The words "include", "including" and "includes" are not to be read as limiting the phrases or descriptions that precede them.
- 7.4** Headings are inserted for ease of reference only and are not to be used as interpretation aids.
- 7.5** Specific references to statutes and regulations in the By-law are meant to refer to the current laws applicable with the Province of Ontario as at the time the By-law was enacted, as they are amended from time to time.
- 7.6** Any reference to periods of time, stated in numbers of days, shall be deemed applicable on the first business day after a Sunday or Statutory holiday if the expiration of the time period occurs on a Sunday or Statutory holiday.
- 7.7** The obligations imposed by this By-law are in addition to obligations otherwise imposed by law or contract.

### **Section 8 - Severability / Conflict**

- 8.1** If any section, subsection, part or parts of this By-law is declared by any court of law to be bad, illegal or ultra vires, such section, subsection, part or parts shall be deemed to be severable and all parts hereof are declared to be separate and independent and enacted as such.
- 8.2** Nothing in this By-law relieves any person from complying with any provisions of any Federal or Provincial legislation or another By-law of the City.
- 8.3** Where a provision of this By-law conflicts with the provisions of another By-law in force in the Township, the provision that establishes the higher standard to protect the health, safety and welfare of the general public shall prevail.

### **Section 9 - Short Title**

This By-law may be referred to as the Municipal Capital Housing Facilities By-law.