



DRAFT

**HOUSING
COMMUNITY IMPROVEMENT PLAN
39 ALGOMA STREET**

June 23, 2026

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39 ALGOMA STREET HOUSING DEVELOPMENT

COMMUNITY IMPROVEMENT PLAN

TABLE OF CONTENTS

01		Introduction	1
02		Legislative and Policy Framework	2
03		Purpose	2
04		Community Improvement Project Area	3
05		Incentive Programs	4
06		Eligibility Requirements	6
07		Tax Increment Equivalent Grant Program	8
08		Purpose-Built Rental Housing Grant Program	10
09		Maximum Municipal Assistance	12
10		Agreements	13
11		Default	14
12		Administration	15
13		Monitoring	16



Prepared Pursuant to
Section 28 of the
Planning Act



The Municipality of Wawa Housing Development Community Improvement Plan ("CIP") to apply to lands known municipally as 39 Algoma Street has been prepared pursuant to Section 28 of the Planning Act, R.S.O. 1990, c. P.13, as amended. The purpose of this Plan is to facilitate and support the private sector development of a minimum of 15 residential units on the subject property.

A CIP is a planning and economic development tool for municipalities to promote community revitalization and often serves as a catalyst for achieving economic, community planning and urban development goals. Municipalities use CIPs to enable a wide range of policies and Financial Incentive Programs that encourage private investment, and to support strategic municipal initiatives, such as housing development. A CIP identifies the local needs, priorities, and circumstances for designated CIP project areas (from large areas to specific streets and properties).

The Municipality recognizes that new housing is essential to maintain a healthy community, attract and retain labour, support local businesses and promote long-term economic development. Further, Council recognizes that the construction of purpose-built rental housing in Wawa faces significant financial challenges, including construction costs, financing constraints, labour shortages, and market limitations.

The Housing Community Improvement Plan for 39 Algoma Street has been prepared to provide targeted financial assistance to support private investment to build new homes.





SECTION 02

Legislative and Policy Framework



SECTION 02

Legislative and Policy Framework

2.1 Ontario Planning Act

This Community Improvement Plan has been prepared pursuant to Section 28 of the Planning Act, R.S.O. 1990, c. P.13, as amended.

Section 28 of the Planning Act permits a municipality, where its Official Plan contains policies respecting community improvement, to designate the whole or any part of the municipality as a Community Improvement Project Area and to prepare and adopt a Community Improvement Plan for that area.

Section 28(7) authorizes municipalities to provide grants or loans to registered owners, assessed owners and tenants of lands and buildings located within a Community Improvement Project Area, provided such assistance is in conformity with an adopted Community Improvement Plan. It further provides that eligible costs may include costs construction and reconstruction of lands and buildings. The Tax Increment Equivalent Grant Program and the Purpose-Built Rental Housing Grant Program established by this Plan are authorized under Section 28 of the Planning Act.

2.2 Provincial Policy Statement

Ontario's land use planning is governed by the Provincial Planning Statement, 2024, which came into effect on October 20, 2024. It mandates that municipalities across the province significantly increase housing supply and streamline development.

The proposed Housing Community Improvement Plan is in alignment with the Policy Statement by facilitating the development of new purpose-built housing within the Municipality of Wawa. The project will make use of existing municipal services, support residential intensification, increase the local rental housing supply, and contribute to the Municipality's long-term economic and social sustainability. The Plan also supports broader provincial objectives for Northern Ontario communities by recognizing the relationship between housing supply, workforce attraction and retention, community economic development, and investment readiness.

2.3 Municipality of Wawa Official Plan

The Municipality of Wawa Official Plan (OP) recognizes that Wawa's long-term sustainability depends on sustainable economic and social growth and in Section E1.7 sets out that Council may undertake CIPs in order to implement policies of the OP.



The Wawa Official Plan supports a broad range of housing types and densities to meet the needs of current and future residents, and encourages redevelopment, intensification and efficient use of existing infrastructure. The Official Plan also permits multiple-unit and apartment dwellings in appropriate locations, subject to applicable zoning, servicing, compatibility and site design considerations.

The proposed Housing Development Community Improvement Plan for 39 Algoma Street property conforms with the intent and policies of the Official Plan by:

- a) increasing the supply of rental housing;
- b) supporting development within the Wawa Settlement Area;
- c) making efficient use of existing municipal infrastructure;
- d) encouraging private-sector investment in residential development;
- e) supporting workforce attraction and retention;
- f) contributing to community economic development; and
- g) implementing Council's broader housing and sustainability objectives.

2.4 Wawa Housing Action Plan

The Housing CIP on 39 Algoma Street meets the goals and objectives of the Wawa Housing Action Plan by supporting the development of new housing.

2.5 Wawa Housing Needs Assessment

The Housing CIP meets the needs set-out in the Wawa Housing Needs Assessment (2026) by creating new rental housing, suitable for an aging population.

3.0 Plan Purpose

The purpose of the Housing CIP – 39 Algoma Street is to outline the framework for the Plan's vision and goals, identify the recommended Financial Incentive Programs to meet the Plan's goals, and set out an implementation strategy which includes administration of the CIP, and monitoring of results

The Plan will facilitate the redevelopment of the property located at as 39 Algoma Street and building of new housing and establish a variety of financial incentive programs that support the viability of the proposed development.

The subject property represents a strategic residential development opportunity within Wawa where municipal water, wastewater, transportation and community services are available. Development of the lands will contribute to the efficient use of existing municipal infrastructure while increasing the supply and diversity of housing available in Wawa.

Municipal Council has determined that the designation of 39 Algoma Street as a Housing Community Improvement Plan Area is desirable for social and community economic development reasons in accordance with Section 28 of the Planning Act.

The goals and objectives of this Plan are to:

- a) encourage the construction of new rental housing units;
- b) increase the supply and diversity of rental housing available within the Municipality;
- c) support the implementation of the Municipality's housing objectives;
- d) encourage private-sector investment in residential development and redevelopment;
- e) support workforce attraction and retention by increasing the availability of housing;
- f) maximize the use of existing municipal infrastructure and public services;
- g) increase municipal assessment and generate long-term taxation revenue;
- h) support population retention and growth within the Municipality; and
- i) contribute to the long-term economic, social and financial sustainability of Wawa.

This Plan establishes two financial incentive programs to achieve the above goals and objectives at 39 Algoma Street, a Tax Increment Equivalent Grant Program and a Purpose-Built Rental Housing Grant Program intended to offset a portion of the costs associated with the development of the subject lands and improve the financial feasibility of the proposed apartment development.

3.1 Plan Engagement – Public Meeting

Under the Planning Act, a statutory public meeting is required with 20 days notice to the general public posted on the municipal website. It is anticipated that the public meeting will be held on Tuesday, July 14, 2026.

Discussions with the Owner of 39 Algoma has been ongoing throughout the development of this Plan.





SECTION 04

Community Improvement Project Area



SECTION 04

Community Improvement Project Area

The Housing Community Improvement Project Area this Plan applies to is site specific:

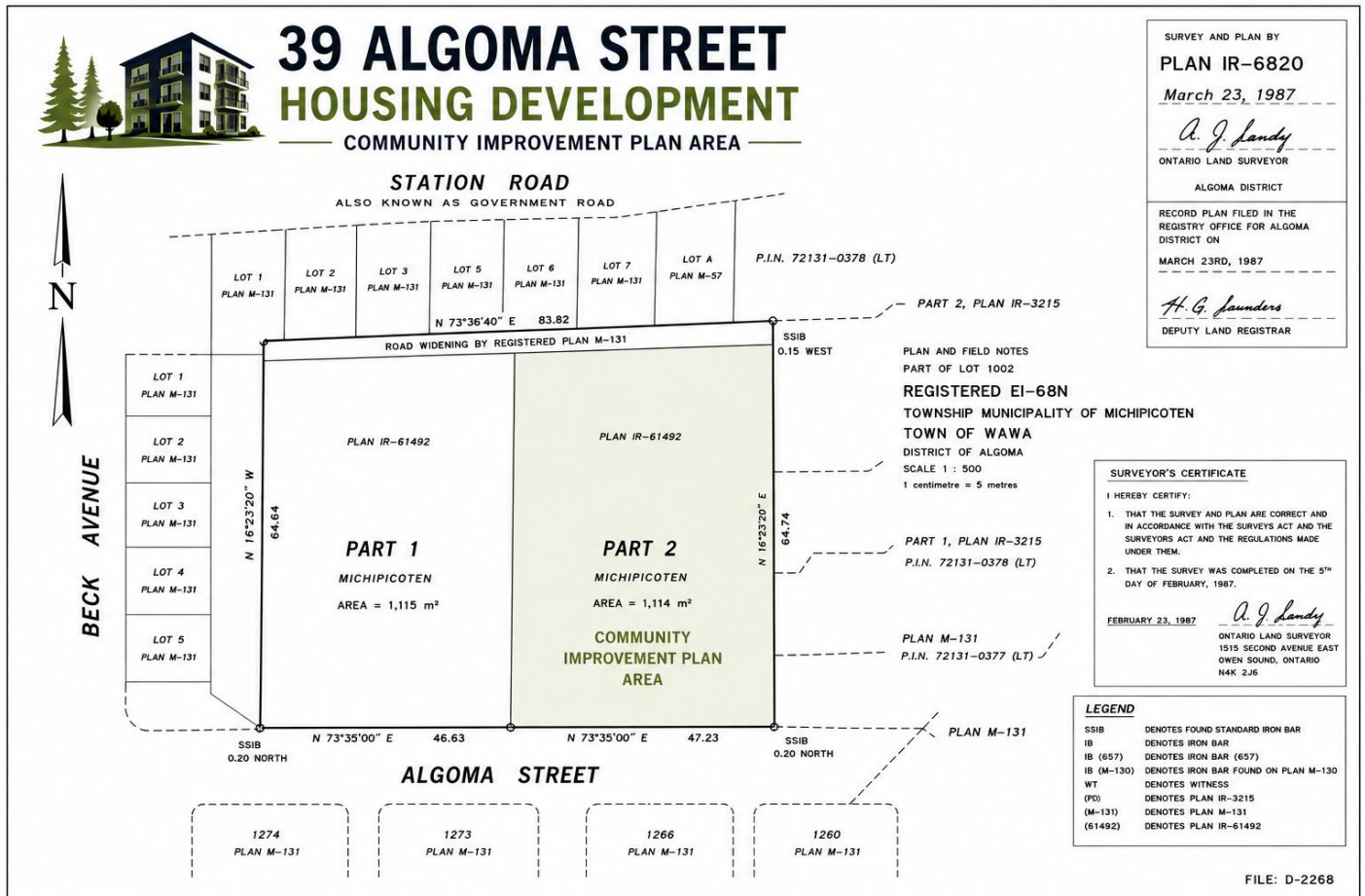
39 Algoma Street, legally described as:

PLAN M131 LOT 1002PT PCL 3 MICH RP 1R6820 PT 2

The lands shall be known as the:

39 ALGOMA STREET HOUSING DEVELOPMENT PROJECT AREA

The Housing Community Improvement Project Area is illustrated below:





5.0 Financial Incentive Programs

This section establishes a set of Financial Incentive Programs that are intended to achieve the goals of this Housing CIP by encouraging private sector development on 39 Algoma Street. The Financial Incentive Programs presented are intended to respond to local housing needs and development opportunities.

The purpose, description, and eligibility requirements for each Financial Incentive Program are outlined in this section. Eligible housing development may be combined with other federal and provincial funding programs.

The Owner of the property, or authorized representative, may apply for both programs and there is no limit on how many times the single property may be considered eligible to apply for the Financial Incentive Programs, provided that any Financial Incentive Programs awarded in any given round of funding is not used to pay for the same eligible costs and Council has approved an annual budget allocation to fund the incentives.

The maximum value of the Financial Incentive Programs, excluding the Tax Increment Program, on this property shall not exceed \$200,000 in total incentives.

Any Financial Incentive Programs contained within the CIP are subject to approval and municipal budget allocations by Council on an annual basis. There are no guarantees of any Financial Incentive Program being implemented in any given year or round of funding, and selection is at the sole discretion of Council.

Further details on implementation and administration of the CIP, including how to make applications for Financial Incentive Programs follows.





6.1 General Eligibility

To be eligible for assistance under this Community Improvement Plan, the subject lands shall be located within the 39 Algoma Street Housing Development Project Area and the proposed development shall be consistent with the objectives, policies and requirements of this Plan.

Financial assistance provided under this Plan is intended solely to facilitate the development of rental housing units on the lands municipally known as 39 Algoma Street.

No person or Corporation or Owner shall be entitled to financial assistance as a matter of right. All applications shall be subject to review and approval by the Municipality and shall be subject to the availability of budget funding.

6.2 Eligible Applicant

An applicant shall:

- a) be the registered owner of the subject lands, or a person authorized in writing by the registered owner;
- b) have authority to enter into legal agreements relating to the development;
- c) not be in default of any municipal agreement, approval, permit, order or financial obligation.

6.3 Eligible Development

To be eligible for assistance, the proposed development shall:

- a) be for new housing units on the property;
- b) comply with the Municipality's Official Plan;
- c) comply with the Municipality's Zoning By-law;
- d) comply with all applicable municipal, provincial and federal legislation;
- e) be located entirely within the Community Improvement Project Area.

The Municipality reserves the right to refuse applications that do not substantially advance the objectives of this Plan.

6.4 Required Approvals

Prior to receiving financial assistance, the applicant shall obtain all approvals required for the proposed development, including but not limited to:

- a) zoning approvals, where required;
- b) site plan approval, where required;
- c) building permits;
- d) municipal servicing approvals;
- e) utility approvals;
- f) any other required law or regulation of the federal, provincial or municipal government.

The applicant shall be solely responsible for obtaining all necessary approvals and permits. Approval of an incentive under this Plan shall not be interpreted as approval of any planning application or building permit.

6.5 Municipal Financial Standing

No grant shall be approved or paid where:

- a) municipal taxes are in arrears;
- b) water, sewer or other municipal accounts are in arrears;
- c) outstanding municipal fees remain unpaid;
- d) outstanding property standards, building code, fire code, or other municipal orders exist against the property.

All municipal obligations must remain current throughout the term of the incentive agreement.



6.6 Community Improvement Agreement

As a condition of receiving assistance, the applicant shall enter into a CIP Housing Agreement with the Municipality. The Agreement may include provisions respecting:

- a) eligibility requirements;
- b) reporting requirements;
- c) transfer or sale of the property;
- d) any other matters deemed necessary by the Municipality.

The Applicant shall register the Agreement on Title if requested by the Municipality.

6.7 Construction Requirements

Any new housing units built on the subject property receiving a financial incentive shall:

- a) commence only after execution of the CIP Housing Agreement;
- b) proceed in accordance with approved plans and permits;
- c) comply with all applicable building, fire, health and safety requirements;
- d) be completed within the timeframes established in the Agreement.

Construction timelines may be delayed where beyond the control of the applicant.

6.8 Occupancy Requirements

The Purpose-Built Rental Housing Grant shall only become payable where:

- a) an occupancy permit has been issued for the housing units;
- b) all conditions of approval have been satisfied;
- c) the development substantially conforms to approved plans.

Partial completion shall not qualify for payment of the grant. No portion of the Housing Grant shall be payable until the entire development has been fully completed.

6.9 Rental Housing Commitment

As a condition of receiving financial assistance under this Plan, the development shall remain a rental housing unit for a minimum period of ten (10) years following issuance of the final occupancy permit. The conversion of the building resulting in the loss of rental housing units may constitute a default under this Plan and the Community Improvement Plan Agreement. Where such conversion occurs within the ten-year period, Council may require repayment of all or a portion of the financial incentives provided under this Plan.

6.10 Municipal Discretion

The Municipality reserves the right to: a) interpret the provisions of this Plan; b) request additional information from an applicant; c) impose reasonable conditions on approvals; d) suspend or discontinue any program established under this Plan, subject to the terms of existing agreements. Approval shall not obligate the Municipality to approve future applications or amendments.



7.1 Purpose

The purpose of the Tax Increment Equivalent Grant Program is to support construction of housing units on the lands municipally known as 39 Algoma Street.

The program is intended to encourage private-sector investment by allowing the Municipality to share, for a limited period, a portion of the increase in municipal property tax revenue generated by the completed development.

The owner remains responsible for paying all property taxes in full each year. Following payment of taxes and confirmation that all program requirements have been satisfied, the Municipality may provide an annual grant equivalent to a percentage of municipal taxes.

7.2 Eligible Projects

The only projects eligible under this program is the construction of new housing units within the Algoma Housing Development Project Area being 39 Algoma Street.

No other property, development, building, use or project shall be eligible for assistance under this program unless this Plan is amended in accordance with the Planning Act.

7.3 Eligible Applicant

The eligible applicant shall be the registered owner of the subject lands, or an agent authorized in writing by the registered owner.

The applicant shall be required to enter into a Tax Increment Equivalent Grant Agreement with the Municipality prior to receiving any grant payments.

7.4 Definition of Tax Increment

For the purposes of this program, the “Tax Increment” means the difference between:

- a) the municipal portion of the property taxes levied on the subject lands prior to reassessment resulting from the eligible development; and
- b) the municipal portion of the property taxes levied on the subject lands following completion of the eligible development and reassessment by the Municipal Property Assessment Corporation.

The Tax Increment shall be calculated using the municipal portion of property taxes only. Education taxes, local improvement charges, special charges, penalties, interest, user fees, water and sewer charges, and any other non-municipal or non-tax amounts shall not be included in the calculation.

7.5 Base Assessment and Base Taxes

The Municipality shall establish the base assessment and base municipal taxes for the subject lands prior to commencement of the grant period.

The base municipal taxes shall generally be the municipal portion of property taxes levied in the taxation year immediately prior to reassessment of the property by the Municipal Property Assessment Corporation following completion of the development.

The base assessment and base municipal taxes shall be confirmed in the Tax Increment Equivalent Grant Agreement.

7.6 Post-Development Assessment

Following completion of the development, the applicant shall provide confirmation that the Municipal Property Assessment Corporation has reassessed the property to reflect the completed housing units.

The Municipality shall use the reassessed value and applicable municipal tax rates to determine the post-development municipal taxes and the resulting Tax Increment.

7.7 Grant Calculation

Subject to the requirements of this Plan and the Tax Increment Equivalent Grant Agreement, the annual grant shall be calculated as a percentage of the municipal Tax Increment generated by the eligible development. The annual grant shall be calculated as follows:

$$\text{Eligible Grant} = \text{Municipal Tax Increment} \times \text{Applicable Grant Percentage}$$

The grant shall be calculated annually by the Treasurer or designate.

7.8 Grant Schedule

The Tax Increment Equivalent Grant may be paid for a maximum period of five (5) years in accordance with the following schedule:

- Year 1: 100% of the Municipal Tax Increment
- Year 2: 80% of the Municipal Tax Increment
- Year 3: 60% of the Municipal Tax Increment
- Year 4: 40% of the Municipal Tax Increment
- Year 5: 20% of the Municipal Tax Increment

No grant shall be payable after Year 5. The grant period shall begin in the first taxation year following:

- a) completion of housing units and issuance of occupancy permit; and
- b) reassessment of the property by the Municipal Property Assessment Corporation to reflect the completed development.

7.9 Payment Conditions

No Tax Increment Equivalent Grant shall be paid unless all of the following conditions have been satisfied:

- a) occupancy permits have been issued for each housing unit;
- b) the property has been reassessed by the Municipal Property Assessment Corporation to reflect the completed development;
- c) all property taxes for the applicable taxation year have been paid in full;
- d) all municipal accounts, charges, fees and other amounts owing to the Municipality have been paid in full;
- e) the owner is not in default of this Plan, the Tax Increment Equivalent Grant Agreement, any site plan agreement, or any other agreement with the Municipality;
- f) the development is built in accordance with approved plans and permits; and
- g) the property continues to be used as a purpose-built rental apartment building;

7.10 Payment Timing

The grant shall be paid annually after:

- a) the final property tax instalment for the applicable year has been paid in full;
- b) the Municipality has confirmed the amount of the eligible Tax Increment;
- c) the Municipality has confirmed that the applicant is in compliance with all requirements of this Plan and the Tax Increment Equivalent Grant Agreement.

The Municipality shall not be required to pay any grant in advance of tax payment.



The Municipality shall not be required to pay any grant in advance of tax payment.

7.11 Limits on Assistance

The Tax Increment Equivalent Grant shall not exceed the amount calculated in accordance with this Plan and the Tax Increment Equivalent Grant Agreement.

The total amount of all financial assistance provided under this Plan shall not exceed the eligible costs of the development as permitted by Section 28 of the Planning Act.

7.12 No Tax Exemption

This program does not constitute a cancellation, reduction, deferral, or exemption from property taxation. The owner shall remain responsible for the full payment of all taxes, charges, fees and amounts owing to the Municipality.

Failure to pay taxes in full shall result in the suspension or cancellation of grant eligibility for that year and may constitute a default under the Tax Increment Equivalent Grant Agreement.

7.13 Sale or Transfer of Property

Where the subject lands are sold or transferred during the grant period, the Tax Increment Equivalent Grant shall not automatically transfer to the new owner unless:

- a) the Municipality consents in writing;
- b) the new owner assumes all obligations under the Tax Increment Equivalent Grant Agreement;
- c) all municipal taxes and accounts are paid in full;
- d) the property remains in compliance with this Plan.

The Municipality may require an amending or assumption agreement as a condition of continued eligibility.

7.14 Default

The Municipality may suspend, reduce, terminate or recover grant payments where:

- a) the owner fails to comply with this Plan;
- b) the owner defaults under the Tax Increment Equivalent Grant Agreement;
- c) taxes or municipal accounts become overdue;
- d) the development ceases to be used as a purpose-built rental apartment building;
- e) false, misleading or inaccurate information was provided;
- f) any required approvals, permits or agreements are breached.

7.15 Agreement Required

Prior to receiving any grant payment, the applicant shall enter into a Tax Increment Equivalent Grant Agreement with the Municipality.

The TIEG Agreement may include:

- a) the base assessment and base municipal taxes;
- b) the method for calculating the Tax Increment;
- c) the grant schedule;
- d) default provisions;
- e) repayment obligations;
- f) sale or transfer provisions;
- g) registration on title and any other matters deemed necessary by the Municipality.





SECTION 08

Purpose-Built Rental Housing Grant Program



SECTION 08

Purpose-Built Rental Housing Grant Program

8.1 Purpose

The Purpose-Built Rental Housing Grant Program is to encourage the development of new housing development within the 39 Algoma Housing Development Project Area by providing financial assistance to offset a portion of construction costs, per residential housing unit built on the property.

8.2 Eligible Project

The only project eligible under this program is the construction of housing units located within the Algoma Housing Development Project Area.

The housing unit shall:

- a) be located on the lands municipally known as 39 Algoma Street;
- b) comply with all applicable municipal approvals and permits;
- c) be constructed substantially in accordance with approved plans and drawings;
- d) remain a purpose-built rental housing development in accordance with the requirements of this Plan and any related agreements.

No other development, building or property shall be eligible for assistance under this program unless this Community Improvement Plan is amended.

8.3 Eligible Applicant

The eligible applicant shall be the registered owner of the subject lands or a person authorized in writing by the registered owner.

The applicant shall be required to enter into a Housing Community Improvement Plan Agreement with the Municipality prior to receiving any financial assistance.

8.4 Grant Amount

Subject to the provisions of this Plan, the Municipality may provide a grant of Ten Thousand Dollars (\$10,000.00) per completed dwelling unit to a maximum of 20 units or \$200,000. The grant shall be subject to available municipal funding and Council approval.

8.5 Grant Eligibility Requirements

To qualify for payment under this program:

- a) all planning approvals required for the development shall have been obtained;
- b) all required building permits shall have been obtained;

- c) the development shall have been completed in accordance with approved plans and permits;
- d) all dwelling units shall be capable of lawful occupancy;
- e) all final inspections required by the Municipality shall have been completed;
- f) the owner shall have satisfied all requirements of the Agreement;
- g) the property shall remain in compliance with all municipal by-laws and regulations.

8.6 Payment Conditions

No portion of the grant shall be payable until all of the following conditions have been satisfied:

- a) construction of the housing unit(s) has been completed and occupancy permit issued;
- b) final building inspections have been completed;
- c) all municipal taxes have been paid in full;
- d) all water, sewer and other municipal accounts have been paid in full;
- e) there are no outstanding orders, violations or compliance matters affecting the property;
- f) the owner is not in default under this Plan or any agreement with the Municipality.

Partial completion of the project shall not qualify for grant payment and no grant shall be paid for individual units completed prior to completion of the entire development.

8.7 Payment of Grant

Following confirmation that all program requirements have been satisfied, the Municipality may provide the grant as a single lump-sum payment.

The grant shall be paid only once and shall not be subject to annual renewal.

The Municipality shall not be obligated to provide any payment until all required information has been received and verified.

8.8 Housing Commitment

As a condition of receiving assistance under this program, the owner shall maintain the development as a purpose-built housing for a minimum period of ten (10) years following issuance of the final occupancy permit.

The owner shall not:

- a) sever individual dwelling units;
- b) alter the use of the building in a manner that reduces the number of rental dwelling units; without the prior written consent of the Municipality.

8.9 Sale or Transfer of Property

Where the property is sold or transferred during the required rental housing commitment period, the Municipality may require the purchaser to assume all obligations of the Community Improvement Plan Agreement.

The Municipality may require the execution of an assumption agreement as a condition of continued eligibility under this program.

8.10 Repayment of Grant

The Municipality may require repayment of all or a portion of the grant where:

- a) the owner has provided false, misleading or inaccurate information;
- b) the owner has failed to comply with this Plan;
- c) the owner has defaulted under the Community Improvement Plan Agreement;
- d) the development ceases to operate as a purpose-built rental apartment building during the required commitment period;

Where repayment is required, the Municipality may recover the grant as a debt owing to the Municipality and may pursue any remedies available at law.

8.11 Agreement Required

Prior to receiving assistance under this program, the applicant shall enter into a Community Improvement Plan Agreement with the Municipality.

The agreement may include provisions respecting:

- a) grant eligibility;
- b) project completion requirements;
- c) payment conditions;
- d) reporting requirements;
- e) rental housing commitments;
- f) default provisions;
- g) repayment obligations;
- h) sale or transfer of the property;
- i) registration of the agreement on title; and
- j) any other matters deemed necessary by the Municipality.

The Municipality may require the agreement to be registered on title to the property at the owner's expense.



SECTION 09

Maximum Municipal Assistance



SECTION 09

Maximum Municipal Assistance

9.1 General

The financial incentive programs established under this Community Improvement Plan are intended to encourage the development of new purpose-built rental housing within the 39 Algoma Housing Development Project Area while ensuring that municipal financial assistance remains reasonable, accountable and consistent with the requirements of the Planning Act.

All grants provided under this Plan shall be subject to the limitations established by Section 28 of the Planning Act and the terms of any Community Improvement Plan Agreement entered into between the Municipality and the property owner.

9.2 Maximum Assistance

The total amount of financial assistance provided under this Housing Community Improvement Plan, excluding the value of the Tax Increment Equivalent Grant Program shall not exceed the total eligible costs of the development as determined by the Municipality and/or \$200,000.

The Municipality reserves the right to require documentation satisfactory to the Municipality demonstrating the eligible costs incurred in connection with the development.

9.3 Eligible Costs

For the purposes of this Plan, eligible costs may include those costs permitted under Section 28 of the Planning Act and may include, but are not limited to:

- a) costs associated with site preparation and development;
- b) costs associated with the construction of buildings and structures;
- c) municipal servicing and utility connection costs;
- d) site works and infrastructure improvements;
- e) professional fees related to planning, engineering, architecture, etc.;
- f) permit and approval costs;
- g) other costs deemed eligible by the Municipality.

The Municipality may determine which costs are eligible for the purpose of calculating maximum assistance.

9.4 Verification of Costs

Prior to payment of any grant, the Municipality may require the applicant to provide satisfactory evidence demonstrating the costs incurred with the development such as invoices; paid receipts; statutory declarations; audited financial statements; or any other documentation deemed necessary by the Municipality.

The Municipality may rely upon information provided by the applicant or may undertake its own review of project costs.

9.5 Municipal Discretion

Nothing in this Plan shall obligate the Municipality to provide financial assistance equal to the maximum amount otherwise permitted under this Plan.

The Municipality may reduce, limit or refuse assistance where:

- a) available funding is insufficient;
- b) eligible costs cannot be satisfactorily verified;
- c) the applicant is in default of this Plan or any related agreement;
- d) Council determines that the public interest would not be served; or
- e) No municipal funding is available.

9.7 Funding Availability

All financial assistance provided under this Plan shall be subject to the availability of municipal funding and annual budget allocations approved by Council.

Approval of an application does not create a municipal obligation to provide funding beyond the limits established by this Plan, the applicable agreement, or available municipal funding sources.

9.8 Limitation of Liability

The Municipality assumes no responsibility for the financial performance or viability of the development.

Participation in this Plan does not constitute a guarantee by the Municipality that the project will be economically successful or financially profitable.

The applicant shall be solely responsible for all development, construction, financing and operational risks associated with the project.



10.1 Housing Community Improvement Plan Agreement Required

As a condition of approval and receipt of any financial assistance under this Housing Community Improvement Plan, the applicant shall enter into one or more written agreements with the Municipality.

No grant or financial assistance shall be provided until all required agreements have been executed to the satisfaction of the Municipality.

The Municipality may require separate agreements for each incentive program established under this Plan or may incorporate all program requirements into a single Housing Community Improvement Plan Agreement.

10.2 Monitoring and Reporting

The Municipality may require the owner to provide information necessary to monitor compliance with this Plan and any related agreements.

Such information may include:

- a) proof of occupancy;
- b) confirmation of continued rental use;
- c) project completion documentation;
- d) financial information related to grant eligibility;
- e) any other information reasonably required by the Municipality.

The Municipality may inspect the property or require additional documentation to verify compliance.

10.4 Municipal Discretion

The Municipality reserves the right to establish such additional terms, conditions and requirements as may be necessary to implement the objectives of this Community Improvement Plan and protect the Municipality's financial and legal interests.

Nothing in this Plan shall be interpreted as creating an entitlement to financial assistance until all required agreements have been executed and all applicable conditions have been satisfied.



11.1 General

The financial incentives established under this Community Improvement Plan are conditional and shall only be provided where the applicant continues to satisfy the requirements of this Plan, any applicable program requirements, and any agreement entered into with the Municipality.

The Municipality may determine that an applicant is in default where the applicant fails to comply with this Plan, fails to comply with an agreement, or fails to maintain the development in a manner consistent with the purpose and objectives of this Plan.

11.2 Events of Default

An applicant may be considered to be in default where one or more of the following occurs:

- a) the applicant provides false, misleading, inaccurate or incomplete information;
- b) municipal property taxes become overdue;
- c) water, sewer or other municipal accounts become overdue;
- d) municipal fees, charges, penalties or interest remain unpaid;
- e) the applicant fails to comply with the terms of any Agreement;
- f) the applicant fails to comply with the terms of any Tax Increment Equivalent Grant Agreement;
- g) the applicant fails to complete the development in accordance with approved plans, permits or agreements;
- h) the applicant fails to obtain required approvals, permits or occupancy permissions;
- i) the applicant fails to maintain the development as rental housing for any required commitment period;
- j) the property is sold, transferred or assigned without compliance with any transfer provisions contained in the applicable agreement;
- k) any other condition of this Plan or an applicable agreement is not satisfied.

11.3 Municipal Remedies

Where the Municipality determines that an applicant is in default, the Municipality may take one or more of the following actions:

- a) suspend the processing of any grant payment or withhold any grant payment;
- b) reduce the amount of any grant payment;
- c) terminate the applicant's eligibility for future grant payments;
- d) require repayment of all or part of any financial assistance previously paid;
- e) terminate the Community Improvement Plan Agreement;
- f) pursue any other remedy available at law.

11.4 Repayment

Where repayment is required, the amount to be repaid shall be determined by the Municipality in accordance with this Plan and the applicable agreement.

The Municipality may require repayment of the full amount of any grant paid, or a prorated amount, depending on the nature and timing of the default.

Where the Purpose-Built Rental Housing Grant has been paid and the development ceases to operate as purpose-built rental housing during the required rental housing commitment period, the Municipality may require repayment of all or part of the grant.

11.5 Interest and Collection

Any amount required to be repaid to the Municipality may be treated as a debt owing to the Municipality.

The Municipality may charge interest on overdue repayment amounts in accordance with the applicable agreement and any municipal policies or by-laws.

The Municipality may recover unpaid amounts using any remedies available at law.

11.6 Notice of Default

The Municipality may provide written notice to the applicant identifying the nature of the default and any actions required to remedy the default.

Where the Municipality determines that a default can be remedied, the Municipality may provide a reasonable period of time for the applicant to correct the default.

Nothing in this section requires the Municipality to provide an opportunity to remedy a default where Council or the Municipality determines that the default is serious, cannot be remedied, or has resulted in loss of the intended community benefit.

11.7 No Waiver

Failure by the Municipality to enforce any provision of this Plan or any agreement at any particular time shall not constitute a waiver of the Municipality's right to enforce that provision in the future.

The acceptance or payment of any grant shall not prevent the Municipality from later determining that a default has occurred if new information becomes available or if the applicant later fails to comply with this Plan or an agreement.



12.1 General Administration

The Housing Development Community Improvement Plan – 39 Algoma Street shall be administered by the Municipality of Wawa in accordance with the provisions of this Plan, the Planning Act, the Municipal Act, applicable municipal by-laws, and any agreements entered pursuant to this Plan. Council shall retain ultimate authority for the approval of financial assistance under this Plan unless approval authority is delegated by by-law.

12.2 Council Approval

Unless delegated by by-law, Council approval shall be required for:

- a) approval of financial assistance under this Plan;
- b) execution of any Community Improvement Plan Agreement;
- c) authorization of grant payments;
- d) any major or material amendment to this Plan;
- e) any material change to the terms of an approved incentive.

Council may approve, refuse, defer or modify an application for assistance based on the provisions of this Plan, the availability of funding, and the public interest.

12.3 Agreements and Legal Review

The Municipality may require any agreement entered into under this Plan to be reviewed by the Municipal Solicitor prior to execution. The Municipality may also require registration of agreements on title to the subject lands.

All costs associated with legal review, registration, discharge or enforcement of agreements may be the responsibility of the applicant, as set out in agreement.

12.8 Discretion

Nothing in this Plan shall require the Municipality to approve an application, provide a grant, execute an agreement, or continue a program where Council determines that doing so would not be in the public interest or where funding is unavailable.

The Municipality may impose reasonable conditions on any approval to ensure that the objectives of this Plan are achieved and municipal interests are protected.



13.1 Purpose of Monitoring

The Municipality shall monitor the implementation of this Community Improvement Plan to ensure that the financial incentives provided under the Plan achieve the intended community improvement objectives. Monitoring is intended to confirm that:

- a) the proposed rental housing development is completed;
- b) the approved financial incentives are administered properly;
- c) municipal funds are used in accordance with this Plan and any related agreements;
- d) the development continues to provide the intended public benefit;
- e) Council has sufficient information to evaluate the effectiveness of the Plan.

13.2 Performance Measures

The effectiveness of this Plan may be evaluated using the following performance measures:

- a) creation of new housing units;
- b) increase in municipal assessment;
- c) increase in municipal taxation revenue;
- d) amount of private-sector investment leveraged;
- e) amount of municipal financial assistance provided;
- f) continued availability of rental housing units;

13.4 Compliance Monitoring

The Municipality may require the owner to provide information necessary to confirm continued compliance with this Plan and any related agreements.

Failure to provide required information may result in suspension or termination of grant payments.



SECTION 14

Additional Information



SECTION 14

Additional Information

Any person seeking additional information regarding the Algoma Street Housing Development Community Improvement Plan, the financial incentive programs established under the Plan, eligibility requirements, application procedures, or the status of the Algoma Street Housing Development Project Area should contact;

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