

Campus Development Motion

As amended and passed at the **Annual General Meeting** Continuance meeting on 2022/05/15.

Moved by Terry Kimmel, seconded by Kathy Yach.

Motion that:

The Congregation hereby authorizes the Board, with the advice and support of the Campus Planning Committee, to proceed to the next stage of the process of planning and development on the campus.

This stage includes the development of the Integrated Campus Plan (Motion 1 passed at our 2021 Annual General Meeting) and remains guided by the same Goals and Guiding Principles previously approved by the Congregation in October 2018 and reaffirmed in April 2019. Further background and details of this stage are described in the 'First Unitarian Development Proposal' document by Cahdco, Theia Partners and Ontario Aboriginal Housing Services, distributed to Members of the Congregation in March 2022. The key element of the next stage is to enter into a Letter of Intent (LOI) with Cahdco, Theia Partners and a community partner to be identified. The key provisions of the Letter of Intent would state that the parties intend to do the following:

Development of Master Concept Plan

1. Theia/Cahdco will lead and fund a Master Concept Plan process to be completed by November 1, 2022 and submitted for approval by FirstU to enable subsequent severance, rezoning, and ultimately development. The process will result in the production of a site plan which includes a one or two building development program on the FirstU campus; and which will identify the locations of the building(s), the transportation network (including parking), servicing corridors, playground and other uses.
2. The process for the development of the Master Concept Plan will include:
 - a. ongoing participation by designated representatives of FirstU as well as the opportunity for input from FirstU members, other congregants, residents and partners on the campus, and residents of neighbouring areas;

- b. consultation meetings open to all the above parties;
- c. participation of a Task Force comprised of representatives from our campus partners plus representatives of various FirstU committees and groups like Environmental Action Group, Truth and Reconciliation Action Group, Campus Planning Committee, Property Team, etc. Whereas Theia has experience with integrated development (for example considering buildings and natural assets), the Task Force can provide collaborative input and recommendations to Theia with respect to actions to be taken on Motion 1 from the June 2021 AGM (the Integrated Campus Plan) during all phases of the development process.
- d. identify potential locations for the proposed one or two buildings, while also planning for other uses of the land both short and long term.
- e. definitions of affordability including “below market rent” and “deeply affordable”.
- f. commitment to a significant number of affordable and deeply affordable units for the whole housing development.
- g. estimates of the number of units to be provided at the various rental rates for the whole housing development.

Selection of Partner for the “Proposed Theia” Section

3. FirstU intends to select Theia Partners as its partner to arrange to build and operate a development with approximately 180 residential units. At least 80% of these units would be rented at 10% below Full Market Rent or less. FirstU shall require the LOI to include a requirement that an agreed upon percentage of units in this part of the development would be affordable units (below market rent), including the potential for some deeply affordable units to be funded by FirstU or other community partners.

Selection of Affordable Housing Partner for the “Proposed OAHS” Section

4. FirstU intends to select a partner who will arrange to build and manage a development with approximately 50 affordable housing units. In the partner selection process, FirstU relies on the research and advice of our development partners based on our Goals and guiding principles. At this time, FirstU is exploring a potential partnership with the Ontario Aboriginal Housing Services, on

the advice of our development partner Theia. FirstU will conduct due diligence on any partnership recommendations, including past history, reference checks and project capacity. For indigenous partner organizations, FirstU will consult Algonquin leaders and seek their views on the possible selection of those organizations. FirstU will negotiate success metrics for the project with the partners, such as levels of rent affordability, and tenant selection criteria (seniors, families, indigenous, disabilities, etc.).

Making Available Land

5. FirstU intends to make available land for either one or two buildings for this overall development.

a. If two buildings are built:

- land for the “Proposed Theia” Section building would be provided in exchange for FirstU owning shares making up an estimated 75% to 82% ownership of the Limited Partnership which would own the land, and which is expected to provide a revenue stream of approximately \$300,000 per year to FirstU at full building stabilization.
- land for the “Proposed OAHS” Section building would be provided through a long-term lease or by transfer of ownership at no cost and with no ongoing revenue stream to FirstU.

b. If only one building is built, containing both the “Proposed Theia” and “Proposed OAHS” sections, then:

- land would be made available for the overall development, through a long term lease or other suitable arrangement, on terms that would be roughly equivalent to the “two building” arrangement, in that it would result in Affordable Housing units not being required to pay for the use of the land. The provisions dealing with rent to be paid for land are included in Appendix A of the Motion approved at the 2021 AGM would also be used to guide the design of this land use arrangement.

6. With improvements in environmental performance happening all time, the parties to the Letter of Intent will endeavour to incorporate the latest

improvements in environmental performance at each point where design and development decisions are made.

7. The Parties to the Letter of Intent would work on a draft full legal agreement concurrently with the development of the Master Concept Plan, to be approved by FirstU by no later than May 31, 2023. FirstU will seek independent legal advice on the Final Legal Agreements and any Land Transfers.

8. In the event that the Parties cannot complete and enter into a final binding legal agreement by May 31, 2023, reasonable costs for the Master Concept Plan development would be reimbursed by FirstU to Theia. The amount to be reimbursed shall not exceed \$75,000. This provision will not apply if the reason for the inability to finalize the agreement is because it has not been possible to confirm who is to be the partner organization for the affordable housing building.

Future Approvals by the FirstU Board and Congregation

9. After completion of the Master Concept Plan and creation of the draft legal agreement mentioned in section 7 and not later than May 31, 2023, the Master Concept Plan and the major points of the content of the legal agreement are to be presented for consideration and approval by the Board of FirstU and by the Congregation.

10. Any land-transfer or long-term lease would be decided at a future Meeting of Members, and require a 75% vote of the Congregation as per our Bylaw.