



Re: PH31.13 – Modular Supportive Housing Development at 175 Cummer Ave (Ward 18)

Dear Members of Council,

I am writing you in my capacity as **President of the Bayview Cummer Neighbourhood Association (BCNA)** which has been representing the catchment area in which the Modular Supportive Housing Development is being placed for over the last 40-years.

We would like to reaffirm our **support for the decision by the Minister of Municipal Affairs and Housing (MAH) not to grant the Municipal Zoning Order (MZO)**, on the grounds that proper consultation did not take place with respect to site selection until well after construction of the building had already commenced. We also look forward to appealing the City’s decision to move ahead to the Ontario Local Planning Appeal Tribunal (LPAT), should council choose to move forward in order to protect our vulnerable seniors.

We would also like to take this opportunity to take issue with the open letter posted by *Councillor Ana Bliao*, *Councillor John Fillion* and the attached staff report which we believe to be mischaracterizing the facts, attempting to shirk accountability due to poor planning and mask a breach of the City’s legal commitments under the **Affordable Rental Housing Innovation Fund Contribution and Loan Agreement** that it signed with the **Canada Mortgage and Housing Corporation (CMHC)** on June 12, 2020. (*see Appendix A*)

- **April 28, 2020** - CMHC responds positively to the City of Toronto’s application called the Toronto Modular Housing Pathways Initiative and intent to construct 250 modular homes with a full omnibus list of Phase 1 and Phase 2 sites (*mostly on hold*), including 175 Cummer Ave (*see Appendix A*).
- **April 29, 2020** - City Council with no consultation on location of selected sites releases a [staff report CC20.6](#), and outlining its plan to finalize and sign the legal agreement, including the list (*see Appendix A*)
- **June 12, 2020** - City of Toronto and CMHC signed the legally binding Affordable Rental Housing Innovation Fund Contribution and Loan Agreement (*see Appendix A*). Within legal provisions **not to use any of the funds until zoning to permit construction or operation, and obtained all approvals with true, correct copies of approvals were submit to CMHC** (see excerpts below or Appendix A)

<p>6. Covenants of the Recipient</p> <p>The Recipient covenants and agrees in favour of CMHC as follows:</p> <p>(a) Use of Proceeds. The proceeds of the Repayable Loan and Contribution shall:</p> <ul style="list-style-type: none"> (i) be deposited into the Project Account; and (ii) be used only for Eligible Activities, which shall not exceed \$50,000 of the Contribution and \$25,000 of the Repayable Loan in respect of any Unit. <p>(b) Phase 2 Project. Prior to any use of the proceeds from the Repayable Loan and Contribution for the Phase 2 Project:</p> <ul style="list-style-type: none"> (i) the Recipient shall provide a certificate in form and substance satisfactory to CMHC confirming: <ul style="list-style-type: none"> (1) the Phase 2 Property is zoned to permit the construction and operation of the Phase 2 Project; (2) the Recipient has secured all necessary licenses, permits and approvals to construct and operate the Phase 2 Project on the Phase 2 Property; (3) the Recipient has made due inquiries and has obtained all relevant approvals for the Phase 2 Project together with true, correct and complete copies of such approvals, which shall be in full force and effect, unamended and not revoked or repealed; and (ii) CMHC shall be satisfied with any due diligence required in connection with the Phase 2 Properties. 	<p>IN WITNESS WHEREOF the Parties hereto have duly executed this Agreement as of the date first written above.</p> <p>CITY OF TORONTO</p> <p><i>John Tory</i> Name: John Tory Title: Mayor</p> <p><i>Heather Taylor</i> Name: Heather Taylor Title: Chief Financial Officer and Treasurer</p> <p><i>Abigail Bond</i> Name: Abigail Bond Title: Executive Director, Housing Secretariat</p> <p>APPROVED AS TO FORM <i>Wendy Walberg</i> For Wendy Walberg, City Solicitor File # 4318-203-3628.20</p> <p>Authorized by City Council Item No. CC20.6 as adopted by City of Toronto Council on April 30, 2020 Section 30-2.1 of Chapter 30, Debenture and Other Borrowing, of the City of Toronto Municipal Code.</p>
---	---

- **August 14, 2020** - Create TO initiates Request for Qualification (RFSQ#2020-038) for Prefabricated Modular Housing Manufacturing Services to “pre-qualify” a roster of potential suppliers. This procurement method was chosen so that the City could go back to a supplier directly with tender documents outlining site location or design specifications without having to publicly post it on MERX. (*see Appendix B*)
- **November 10, 2020** - CreateTO initiates RFP#2020-053 procurement for construction services for 175 Cummer Ave **without publication on MERX** ensuring the **public remained unaware** and it closed it on December 4, 2020, selecting the Dexterra Group to begin construction. The same supplier that it had sole sourced Phase One Projects at 11 Macey (Ward 20) and 150 Harrison Street (Ward 9).
- It should be noted that at this point the City knew **it did not have the Phase 2 Property zoned to permit construction** and thus knew that it would be violating the legal requirements of the **Affordable Rental Housing Innovation Fund Contribution and Loan Agreement** in flowing the CMHC funds to conduct the procurement. (*See Appendix A, s.6 Covenants of the Recipient*). It is not clear to us what assurances the City provided CMHC that it already had zoning approval.
- **February 23, 2021** over 301 days after 175 Cummer Ave site had been selection as part of the **Affordable Rental Housing Innovation Fund Contribution and Loan Agreement**, and 105 days after initiating the construction process in contravention of section 6 of the agreement, which required prior zoning approval before construction, the city begins its alleged “**proper**” consultation towards an MZO even though there is no evidence that it consulted the province or MPP beforehand.
- **March 9, 2021** a community engagement meeting was held which was attended by the MP, Ali Ehsassi and Mayor John Tory. However, there was no provincial involvement despite a MZO being required.

- **March 10, 2021** our Member of Provincial Parliament (MPP), Stan Cho sent a letter to the Minister Steve Clarke raising concerns regarding the **site selection** process. He noted that it moved to PHC on March 2, 2021, submitted to Council on March 10, 2021 (i.e. a day after the first engagement). Hon. Stan Cho urged the Minister not to approve the MZO without **proper** consultation highlighting the haphazard approach being taken.



STAN CHO, MPP
Willowdale

Crossing Office: 115 Sheppard Ave West,
North York, ON M2N 1M7
Tel: 416-733-2478
Fax: 416-223-7700
Email: stan.cho@pc.org

Ministry of Finance: 2 Queen's Park
Parliamentary Assistant's Office
Toronto, ON M7A 1Z5
Tel: 416-325-0400

- 3 -

Along with my constituents and neighbours, I urge you to only consider an MZO for the proposed modular housing project at 175 Cummer Avenue after a proper, community-based consultation process has taken place.

Respectfully,

Stan Cho
Member of Provincial Parliament for Willowdale

c: Bayview-Cummer Neighbourhood Association
Edithvale-Yonge Community Association
Silverview Community Association
Willowdale Central Ratepayers Association
West Willowdale Neighbourhood Association
West Lansing Homeowners Association
Yonge-Corridor Condominium Association



(March 21, 2021) – Seniors Protest and 200 signatures

- **May 20, 2021** the **Bayview Cummer Neighbourhood Association (BCNA)** presented to the **Planning and Housing Committee** providing it with survey results from our community taken after the April 6, 2021 meeting:
 - **82.2 per cent** feeling that the **site did not undergo a fair and transparent process** by the City of Toronto.
 - **86.3 per cent** were concerned for the wellness and safety of Willowdale Manor.

- **83.6 per cent** were against building the facility at 175 Cummer Ave.
- Despite this it moved to City Council and was approved ignoring fierce opposition, and concern for the Seniors at 175 Cummer Ave.
- **August 12, 2021** another community meeting was held on short notice with low participation. In which Abi Bond indicated that she had received federal capital funding upfront so that they were able to pay for the building and design work upfront at 175 Cummer Ave. She also indicated that she was looking for other sites with Brokers. It is not clear how the City was able to obtain upfront funding, while it was clear that the MZO and zoning had not been approved in line with the legal language of the **Affordable Rental Housing Innovation Fund Contribution and Loan Agreement** (i.e., **See Appendix A: s. 6. Covenants of the Recipient**). It was also acknowledged that MZO had not been granted.
- **October 2021** the modular housing components which were procured in November 2021 before any engagement had occurred and contrary to the terms of the **Affordable Rental Housing Innovation Fund Contribution and Loan Agreement** were placed on the property.
- **January 26, 2022** the MPP Stan Cho sent a letter to Councillor Bailão offering to work with her and the City to find a more suitable location in Willowdale. However, rather than working with the province to find a solution, Councillor Bailão released an open letter on **February 15, 2022** twitter account curating a partial timeline omitting facts and blaming the province for not granting an MZO that it knew full well would only be granted with “proper” (i.e. genuine) consultation.

Finally, as the BCNA has delivered over \$100,000 in programing for our vulnerable elderly over the last four years on the very land amenity you are seeking to expropriate from the elderly via MZO. Our support for seniors has been recognized and profiled nationally, and we plan to continue hosting community building events to reduce instances of social isolation for our seniors. I assure you that our neighbourhood will continue to fight to ensure the safety and security of our most vulnerable residents, and continue to push our city to do better in terms of age-friendly community planning – rather than pursuing MZOs.

I urge you all to do better, stop playing provincial election politics, stop wasting our borrowed federal tax dollars in constructing buildings without proper zoning, stop trading our democracy for expediency, and start working together with the province to find a new site in Willowdale that doesn't put our seniors at risk.

Thank you

Nathan Gomes

President, Bayview Cummer Neighbourhood Association



April 28, 2020

Application Number: 5167661

Valesa Faria
City of Toronto
Metro Hall, 7th Floor
55 John Street
Toronto, ON
M5V 3C6

Dear Ms. Faria,

Re: Application by the City of Toronto (the "Applicant") for Affordable Housing Innovation Fund ("AHIF") funding in respect to the Toronto Modular Housing Pathways Initiative (the "Project") for the construction of 250 modular units in the City of Toronto.

This letter confirms that Canada Mortgage and Housing Corporation (CMHC) is pleased to partner with the City of Toronto in rapidly delivering 250 affordable modular homes. CMHC's proposed support to the project will be \$18.75 million in funding under the Affordable Housing Innovation Fund (see Schedule A).

As part of the National Housing Strategy, the Affordable Housing Innovation Fund encourages new funding models and innovative building techniques in the affordable housing sector.

The City of Toronto's modular housing initiative aligns with the objectives of CMHC's Affordable Housing Innovation Fund in contributing to the fight against homelessness, creating inclusive and accessible communities and improving the housing outcomes for all Canadians.

Please note this funding is subject to an executed definitive agreement, its associated terms and conditions and CMHC's standard due diligence requirements. CMHC reserves the right to recommit all or part of the AHIF funding in the event that a definitive agreement is not executed by May 29, 2020.

Yours truly

Per: Y Monaghan

Yannick Monaghan

Director, Innovation Fund and Federal Land Disposition

Schedule "A":

The Innovation Fund Funding Amount

Approved Activity	Maximum Amount Contribution ¹
Creation of 250 affordable modular units with at least 25 transitional units	\$12,500,000

Approved Activity	Maximum Amount Interest-Free Loan
Creation of 250 affordable modular units with at least 25 transitional units	\$6,250,000

1. Contribution may not be available if funding for AHIF is no longer available due to no or insufficient appropriations by the Government of Canada.

**AFFORDABLE RENTAL HOUSING INNOVATION FUND
CONTRIBUTION AND LOAN AGREEMENT**

THIS AGREEMENT is made as of the 12th day of June, 2020 (the "**Effective Date**")

BETWEEN

**CANADA MORTGAGE AND HOUSING CORPORATION
("CMHC")**

-AND-

**CITY OF TORONTO
("Recipient")**

(Collectively referred to as the "**Parties**" and each individually a "**Party**" under this Agreement)

WHEREAS in connection with the Affordable Rental Housing Innovation Fund ("**Fund**") and pursuant to Section 25 of the *National Housing Act* ("**Program**"), CMHC is authorized to make contributions and loans with respect to rental housing projects; and

WHEREAS in connection with the development of two hundred fifty (250) affordable rental modular housing units in the City of Toronto to support homeless individuals transition into housing, CMHC intends to provide funding to construct such affordable rental modular housing units;

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the Contribution (as defined below), the Recipient covenants and agrees with CMHC as follows:

1. Definition and Term of Agreement

"**Accessibility Criteria**" means the local accessibility standards in effect on the date hereof as prescribed by the applicable municipal or provincial Governmental Authority; provided that if no such applicable standards are in effect at such time, such accessibility requirements shall be those of the National Building Code of Canada 2015 as published by the National Research Council of Canada, which for greater certainty includes the standards described in Schedule "A" hereto.

"**Act**" means the *City of Toronto Act, 2006*, as amended from time to time, and the regulations made under it.

"**Affordability Criteria**" means having rents at or below 60% of the average market rents applicable in the City of Toronto, provided there is available operating funding through Housing Benefits to support this level of affordability. If there is not operating funding through Housing Benefits, the Affordability Criteria means having rents at or below 80% of the average market rents applicable in the City of Toronto.

"**Applicable Law**" means: (a) any domestic or foreign statute, law (including common and civil law), treaty, code, ordinance, rule, regulation, restriction or by-law (zoning or otherwise); (b) any

judgement, order, writ, injunction, decision, ruling, decree or award; (c) any regulatory policy, practice, guideline or directive; or (d) any franchise, licence, qualification, authorization, consent, exemption, waiver, right, permit or other approval of any Governmental Authority (as defined below), binding on or affecting the Person (as defined below) referred to in the context in which the term is used or binding on or affecting the property of such Person, in each case whether or not having the force of law.

"Borrowing By-law" means the by-law of the Recipient substantially in the form attached hereto as Schedule "D", incorporating such additional information as may be required by CMHC to properly record the making of the disbursement of the Repayable Loan on the terms and conditions of this Agreement.

"Business Day" means a day on which CMHC is open for business in Ottawa, Ontario excluding Saturday, Sunday and any other day which shall be a holiday or a day on which banking institutions are closed in the Province of Ontario.

"Capital Works" has the meaning set out in Schedule "D" hereto.

"City Debt Limits" means the limits on the amount of new long-term debt obligations to be undertaken annually by the Recipient with respect to the financing of Capital Works, and the limits on the annual costs associated with such financing, all as more particularly set out in the City Policy.

"City Policy" means the Financing of Capital Works Policy adopted by the Recipient in accordance with Section 212 of the Act, including limits on the annual costs associated with debt financing, and the limits on the amount of new long term debt obligations to be undertaken annually, adopted by the Recipient pursuant to by-laws under or in connection with the Act.

"Confidential Information" means any information that has been or will be disclosed in any form by one Party to the other Party in connection with the Repayable Loan, the Contribution, the Project and this Agreement and that is marked 'Confidential Information' and contains business and commercial secrets such as pricing information, price calculations, or non-public product information. It does not extend to any information in the public domain or not ordinarily part of a Party's business or commercial secrets such as product information or information related to construction material.

"Contribution" has the meaning set out in Subsection 2(b).

"Control" means the ultimate authority to make all material decisions in respect of all aspects of the operations, governance, ownership and purpose of the Project or the Property.

"Debenture" means a sinking fund debenture in the form of debenture certificate attached to the Borrowing By-law attached hereto as Schedule "D" and has the meaning provided in Section 6(j).

"Debenture Committee" means the committee of the Recipient to which the Council of the Recipient has delegated authority to enact the Borrowing By-law.

"Eligible Activities" means the pre-development, pre-construction and construction costs associated with the Units and all budgeted costs for work, services or materials done, performed, placed or furnished in connection with the construction of the Project or in respect of the Project for consultants, architects, taxes, surveys, construction insurance, legal fees, financing, leasing, pre-operating costs and all other costs related to the Project; provided that costs and expenses that are not incurred in respect of the development of a Project, expenses relating to research, administrative and/or operating expenses and expenses relating to marketing, promotion or fundraising shall not be permitted eligible activities.

"Encumbrance" means any mortgage, lien, pledge, judgment, execution, charge, security interest, restriction, claim or encumbrance of any nature whatsoever, including claims of the Canada Revenue Agency and other Governmental Authorities.

"Environmental Laws" means all requirements of the common law or of statutes, regulations, by-laws, ordinances, treaties, judgments and decrees, and (to the extent that they have the force of law) rules, policies, guidelines, orders, approvals, notices, permits, directives, and the like, of any Governmental Authority in the relevant jurisdiction relating to environmental or occupational health and safety matters and the assets and undertaking of a Person and the intended uses thereof in connection with such matters, including all such requirements relating to: (a) the protection, preservation or remediation of the natural environment (the air, land, surface water or groundwater); (b) solid, gaseous or liquid waste generation, handling, treatment, storage, disposal or transportation; (c) consumer, occupational or public safety and health; and (d) Hazardous Materials (matters that are prohibited, controlled or otherwise regulated, such as contaminants, pollutants, toxic substances, dangerous goods, wastes, hazardous wastes, liquid industrial wastes, hazardous substance, petroleum and other materials such as urea formaldehyde and polyurethane foam insulation, asbestos or asbestos-containing materials, polychlorinated biphenyls (PCBs) or PCB contaminated fluids or equipment, lead based paint, explosives, radioactive substances, petroleum and associated products, above ground and underground storage tanks or surface impoundments).

"First Occupancy" means date of first occupancy of the applicable Phase 1 Project or Phase 2 Project permitted by the relevant Governmental Authority.

"Force Majeure" means any of the following events which prevents or materially impairs the construction Project and is not caused by and is beyond the reasonable control of the Recipient: acts of God, floods, earthquakes, tidal waves, hurricanes, windstorms, severe weather conditions, lightning, fire, pandemic, wars, riots, insurrections, rebellions, civil commotions, sabotage, partial or entire failure of utilities, strikes, walkouts or other labour disruptions, delays in transportation, accidents, shortages of and inability to procure labour, materials and supplies (after all reasonable efforts have been made by the Recipient to obtain replacement for such labour, materials and supplies) or orders, legislation, regulations and directives of any Governmental Authority. For greater certainty, lack of funds, the state of the market in the Province of Ontario or any wilful or negligent act or omission on the part of the Recipient does not constitute Force Majeure.

"Governmental Authority" means the government of Canada or any other nation, or of any political subdivision thereof, whether provincial, territorial, state or local, and any agency, authority, instrumentality, regulatory body, court, central bank or other entity exercising executive,

legislative, judicial, taxing, regulatory or administrative powers or functions of or pertaining to government, including any supranational bodies and including a Minister of the Crown, Superintendent of Financial Institutions or other comparable authority or agency.

"Hazardous Materials" means any contaminant, pollutant, waste or substance that is likely to cause immediately or at some future time harm or degradation to the surrounding environment or risk to human health; and without restricting the generality of the foregoing, including any pollutants, contaminants, waste, hazardous waste or dangerous goods that are regulated by any Environmental Laws or that are designated, classified, listed or defined as hazardous, toxic, radioactive or dangerous or as a contaminant, pollutant or waste by any Environmental Laws.

"Housing Benefits" means an income supplement provided to tenants by the City of Toronto; provided however, no such income supplement shall have been provided by direct capital funding from CMHC;

"Indemnified Person" has the meaning set out in Section 12(a).

"Maturity Date" means in respect of the Repayable Loan, the 10th day of July, 2040.

"NECB" means the 2015 National Energy Code of Canada for Buildings.

"Obligations" means all debts, liabilities and obligations of the Recipient to CMHC, whether present or future, direct or indirect, absolute or contingent, matured or not, at any time owing or remaining unpaid by the Recipient to CMHC in any currency, whether arising from dealings between CMHC and the Recipient or from other dealings or proceedings by which CMHC may be or become in any manner whatever a creditor of the Recipient, and wherever incurred, and whether incurred by the Recipient alone or with another or others and whether as principal or surety, and the obligations of the Recipient shall include all interest, fees, commissions and legal and other costs, charges and expenses owing or remaining unpaid to CMHC in any currency;

"Operator" means a third party not-for-profit operator or manager of the Units, which the Recipient has assessed as a qualified operator or manager of the Units, which shall have the capacity to perform all of the Obligations under this Agreement other than the repayment of the Repayable Loan or Contribution;

"Permitted Encumbrance" means in respect of the Property and the Project, the following: (a) any taxes not yet due, payable, or delinquent; (b) any occupancy or use restrictions which are being complied with, which do not, individually or in the aggregate, have a detrimental effect on the marketability of the Property or the use of the Project; (c) any statutory Encumbrance arising in the ordinary course of business by operation of law with respect to a liability that is not yet due or delinquent; (d) security or easements given to, or registered agreements with a public utility or suppliers of television services or any municipality or governmental or other public authority when required by such utility, supplier or other authority in connection with the operations of the Recipient in the ordinary course of business; (e) any permitted mortgage financings; (f) the reservations, limitations, provisos and conditions, if any, expressed in any original grants from the Crown, restrictions, easements, and rights of way, as well as title defects or irregularities which do not materially detract from the value of the Property or materially impair the use of the Project;

and (g) such other Encumbrances that have been disclosed and accepted by CMHC prior to the date hereof.

"Person" means any individual, sole proprietorship, limited or unlimited liability corporation, partnership, unincorporated association, unincorporated syndicate, unincorporated organization, body corporate, joint venture, trust, pension fund, union, Governmental Authority, and a natural person including in such person's capacity as trustee, heir, beneficiary, executor, administrator or other legal representative.

"Phase 1 Project" means the development of one hundred ten (110) Units.

"Phase 1 Properties" means collectively, the sites on which the Units that comprise the Phase 1 Project will be located, consisting of those sites set out in Schedule "B" of this Agreement.

"Phase 2 Project" means the development of one hundred forty (140) Units.

"Phase 2 Properties" means collectively, the sites on which the Units that comprise the Phase 2 Project will be located; provided however, that CMHC shall be satisfied with the disclosure, diligence, representations and warranties in respect of such sites in accordance with the terms and conditions of this Agreement.

"Proceeding" has the meaning set out in Section 12(a).

"Project" means collectively, the Phase 1 Project and the Phase 2 Project located on the Phase 1 Properties and Phase 2 Properties respectively.

"Project Account" has the meaning set out in Subsection 4(b)(xii).

"Project IP" has the meaning set out in Subsection 5(h).

"Property" means collectively, Phase 1 Properties and Phase 2 Properties.

"Repayable Loan" has the meaning set out in Subsection 2(a).

"Repayment Event" has the meaning set out in Subsection 3(d).

"Term" means thirty-five (35) years and one Business Day from the date of First Occupancy.

"Transitional Units" means those Units in the Project that are constructed, operated and maintained to exclusively support the transition of individuals living without housing or shelter into such Units, which shall be located on Property situated in areas where such individuals are residing without housing.

"Units" means the residential rental modular units that satisfy the Affordability Criteria, which shall be constructed, operated and maintained to assist homeless individuals.

2. Establishment of Facilities

Subject to the terms and conditions of this Agreement, CMHC hereby establishes in favour of the Recipient:

- (a) a repayable loan facility (the "**Repayable Loan**") in an amount up to \$6,250,000 pursuant to the terms of this Agreement; and
- (b) a contribution (the "**Contribution**") in an amount up to \$12,500,000 pursuant to the terms of this Agreement.

3. Advances, Interest and Repayment

- (a) The Repayable Loan and the Contribution shall be made available to the Recipient, subject to the satisfaction of the conditions precedent set forth in Section 4 of this Agreement by way of a single advance to the Project Account.
- (b) The Repayable Loan shall be interest-free provided the conditions in this Agreement are satisfied.
- (c) The Obligations shall become due and payable on the earlier of (i) a Repayment Event; and (ii) the Maturity Date.
- (d) If any one or more of the following events or circumstances occur during the Term (each, a "**Repayment Event**"), the Repayable Loan and Contribution will be repayable in full or in part, at the option of CMHC, whether such events or circumstances are discovered or otherwise come to be known during the Term or thereafter. If such events or circumstances are discovered or otherwise come to be known during the Term, CMHC shall have the right to terminate this Agreement immediately upon delivery of written notice of termination, and the Recipient shall repay the Repayable Loan and return the Contribution within sixty (60) calendar days of the date CMHC delivers such notice. If such events or circumstances are discovered or otherwise come to be known following the Term, the Recipient shall repay the Repayable Loan and return the Contribution within sixty (60) calendar days of written demand by CMHC:
 - (i) the Recipient ceases to have authority to perform its Obligations under this Agreement;
 - (ii) the Project fails to comply with the Affordability Criteria;
 - (iii) CMHC, in its absolute discretion, reasonably concludes that the Recipient has not made *bona fide* attempts to:
 - (1) build the Project to achieve a minimum 10% decrease in energy intensity and greenhouse gas emissions relative to the NECB;

- (2) build the Project such that it includes at least two hundred fifty (250) Units including sixty three (63) Units (or 25% of such Units) comply with the Accessibility Criteria;
 - (3) build the Phase 1 Project such that one or more certificate of occupancy from the Governmental Authority has been issued on or before October 30, 2020; provided however such date shall be extended by the period or periods (up to six (6) months in aggregate) during which construction ceases as a result of such Force Majeure where the Recipient notifies CMHC of such Force Majeure at least fifteen (15) Business Days prior to October 30, 2020, or such later date as CMHC may permit;
 - (4) build the Phase 2 Project such that one or more certificate of occupancy from the Governmental Authority has been issued on or before April 30, 2021; provided however such date shall be extended by the period or periods (up to six (6) months in aggregate) during which construction ceases as a result of such Force Majeure where the Recipient notifies CMHC of such Force Majeure at least fifteen (15) Business Days prior to April 30, 2021 or such later date as CMHC may permit;
 - (5) build and operate the Project such that at least twenty-five (25) Units, or 10% of the Units that comprise the Project, consist of Transitional Units;
- (iv) the Recipient directly or indirectly assigns its rights and interests under (i) this Agreement (ii) the Property other than pursuant to a lease with an Operator, or (ii) any Unit in the Project other than to an Operator, in each case without the prior written consent of CMHC;
 - (v) the Recipient assigns, transfers, relinquishes, delegates or otherwise ceases to Control (i) the Property other than pursuant to a lease with an Operator; or (ii) any Unit in the Project other than to an Operator, in each case without the prior written consent of CMHC;
 - (vi) CMHC is of the opinion that there has been fraud, misconduct or misrepresentation on the part of the Recipient or its representatives in seeking funding for the Project under the Program, including under this Agreement; or
 - (vii) with respect to the Repayable Loan only:
 - (1) the Recipient has breached one or more of its Obligations under this Agreement and has not remedied its Obligations, to the sole satisfaction of CMHC, within thirty (30) calendar days of the date on which such breach occurred or within such other timeframe that the Parties have agreed to in writing, as the case may be;

- (2) the Recipient is in default under the terms of any mortgages or other encumbrances registered on title to the Property;
 - (3) the Recipient is bankrupt or insolvent, or otherwise unable to meet its financial obligations; or
 - (4) if the Recipient (i) exceeds the City Debt Limits (ii) has failed to meet and pay any or all interest thereon (if any) when due or (iii) has failed to meet and pay any of its other debts or liabilities when due and default in payment is occasioned from financial difficulties affecting it.
- (e) If the day on which any payment is due and payable is not a Business Day, the payment due on such day shall be made on the next Business Day.

4. Conditions Precedent to Effectiveness of Agreement and Advance

The Recipient acknowledges and agrees that:

- (a) The Recipient's eligibility for the Repayable Loan and Contribution is conditional upon the Recipient's compliance with the terms and conditions of this Agreement during the Term of this Agreement.
- (b) The obligation to advance the Repayable Loan and Contribution is subject to the satisfaction of the following conditions on or before August 14, 2020, or at any rate prior to any advance, whichever comes first:
 - (i) the completion of legal due diligence on the Phase 1 Project and Phase 1 Properties, satisfactory to CMHC in its sole discretion;
 - (ii) the receipt by CMHC of evidence satisfactory to it, in its sole discretion, that the Project will, for the Term of this Agreement:
 - (1) consist of at least two hundred fifty (250) Units where at least sixty three (63) Units, or 25% of the Units that comprise the Project, comply with the Accessibility Criteria;
 - (2) consist of at least two hundred fifty (250) Units where at least twenty-five (25) Units, or 10% of the Units that comprise the Project, consist of Transitional Units;
 - (3) achieve a minimum of a 10% decrease in energy intensity and greenhouse gas emissions relative to the NECB, as demonstrated by an energy and greenhouse gas analysis prepared by a qualified professional and submitted by the Recipient;
 - (4) be situated such that adequate access to public transit has been provided; and

- (5) remain viable and sustainable while eliminating the need for any ongoing subsidy from any Governmental Authority or federal assistance (other than Housing Benefits payable to occupants of the units and any municipal property tax exemption).
- (iii) the receipt by CMHC of evidence satisfactory to it, in its sole discretion, that the Recipient has obtained the requisite zoning approvals and permits for the Phase 1 Projects;
- (iv) the receipt by CMHC of evidence satisfactory to it, in its sole discretion, that the Recipient has secured funding from sources other and in addition to the Repayable Loan and Contribution that is sufficient to deliver the Project (Phase 1 and Phase 2);
- (v) there is no existing fact or circumstance that would constitute a breach of the Recipient's representations, warranties, covenants or other obligations under this Agreement;
- (vi) the Recipient is not bankrupt or insolvent, or otherwise unable to meet its financial obligations;
- (vii) funding for the Program remains available with sufficient appropriations by the Government of Canada;
- (viii) there is no existing, potential or apparent conflict of interest that cannot be resolved to the satisfaction of CHMC;
- (ix) the receipt by CMHC of a legal opinion prepared by the Recipient's counsel and addressed to CMHC, in a form provided by CMHC, with respect to those matters as CMHC may reasonably request including, without limitation, the following matters:
 - (1) the Recipient was created under the *City of Toronto Act, 1997*, S.O. 1997, c. 2 and the Recipient continues to exist under the Act;
 - (2) the Recipient has the power and capacity to own, use, license or lease its property and assets, including the Phase 1 Properties, to own or use all intellectual property rights necessary or required to complete the Project, if any, to carry on its business, including the development and operation of the Project, and to grant the license provided for in Section 11 hereof and to enter into and deliver this Agreement and ancillary documents thereto to which it is a party and to perform its respective obligations under them;
 - (3) the execution and delivery of, and performance by, the Recipient of this Agreement and the ancillary documents thereto to which it is a party have been authorized by all necessary action in accordance

with the provisions of the City of Toronto Act and all regulations and by-laws enacted in connection therewith; and

- (4) the execution and delivery of, and performance by, the Recipient of this Agreement and the ancillary documents thereto to which it is a party, does not constitute or result in a violation or breach of, or default under, the City of Toronto Act, any regulations or by-laws enacted pursuant thereto or Applicable Law.
- (x) the receipt by CMHC of a satisfactory project budget and schedule in respect of the Project;
- (xi) the receipt by CMHC of a certificate in form and substance satisfactory to CMHC confirming the Recipient has made due inquiries and has obtained all relevant approvals for the Phase 1 Project together with true, correct and complete copies of such approvals, which shall be in full force and effect, unamended and not revoked or repealed;
- (xii) the Recipient shall have opened a segregated trust account designated for the Project (the "**Project Account**"), the particulars of which shall be provided to CMHC, and CMHC shall be satisfied the proceeds of the Repayable Loan and Contribution deposited in such account shall be held in trust for the benefit of CMHC until such proceeds have been advanced to pay for Eligible Activities in accordance with the terms of this Agreement;
- (xiii) all other documents, agreements, certificates, instruments or information that CMHC may reasonably request from the Recipient; and
- (xiv) a copy of this Agreement is signed by the Recipient and delivered to CMHC.

5. Representations and Warranties of the Recipient

The Recipient represents and warrants to CMHC that as of the Effective Date:

- (a) It has the requisite power, authority and capacity to execute and deliver and perform this Agreement, and to do all acts and things, and execute, deliver and perform all other agreements, instruments, undertakings and documents as are required by this Agreement to be done, executed, delivered or performed.
- (b) This Agreement has been duly authorized, executed, and delivered by the Recipient and constitutes a legal, valid, and binding obligation of the Recipient, enforceable against the Recipient in accordance with its terms, subject only to:
 - (i) limitations with respect to the enforcement of remedies by bankruptcy, insolvency, moratorium, winding up, arrangement, reorganization, fraudulent preference and conveyance and other laws of general application affecting the enforcement of creditors' rights generally;

- (ii) general equitable principles and the fact that the availability of equitable remedies is in the discretion of a court and that a court may stay proceedings or the execution of judgments; and
 - (iii) statutory limitations of general application respecting the enforceability of claims against the Recipient.
- (c) The execution, delivery, and performance by the Recipient of this Agreement does not and will not violate or conflict with, or constitute a default under:
- (i) the legislation governing the creation, administration and government of the Recipient;
 - (ii) any Applicable Law, including, but not limited to, the *Securities Act* (Ontario); or
 - (iii) any covenant, contract, agreement or understanding to which it is a party or by which it or any of its properties or assets is bound or affected; or
 - (iv) the City Policy or cause the Recipient to exceed the City Debt Limits.
- (d) The Recipient or a corporation (or a subsidiary thereof) or agency that is wholly-owned or under the Control of the Recipient is the registered and beneficial owner of the Property with good and marketable title thereto, free and clear of all Encumbrances except Permitted Encumbrances. No Person has any agreement or right to acquire an interest in the Property and no Person has any agreement or right to acquire an interest in the Property. The Property is the only real property required to construct the Project.
- (e) The Property is in compliance in all material respects with all Applicable Law, including all Environmental Law. The Project, once constructed, will comply with all Applicable Laws, including Environmental Laws. Without limiting the generality of the foregoing, other than as disclosed in environmental report(s) delivered to CMHC, the Recipient is not aware that any Hazardous Materials exist on, about or within, or have been used, generated, stored, transported, disposed of on, or released from the Property other than in accordance and compliance with all Environmental Laws.
- (f) The Phase 1 Property is zoned, or will be zoned on or prior to the advance hereunder, to permit the construction and operation of the Phase 1 Project.
- (g) The Recipient has secured, or will secure on or prior to the advance hereunder, all necessary licenses, permits and approvals to construct and operate the Phase 1 Project on the Phase 1 Property.
- (h) The Recipient has, or will secure prior to their use, all right, title and interest in or a valid right to use, to the extent necessary or required to complete the Project, all patents, industrial designs, trademarks, trade names, service marks, copyrights,

trade secrets, inventions, know-how, domestic or foreign, and any registrations and applications for registration for any of the foregoing, or any other industrial or intellectual property rights in and to all information and materials produced in connection with this Agreement or otherwise necessary or required to complete the Project (the "**Project IP**").

- (i) The Recipient has no knowledge: (i) of any claims or potential claims pertaining to the ownership, validity or infringement of the Project IP; (ii) that use of the Project IP will infringe or interfere with the rights of any person; or (iii) of any actions by any person that infringe the Recipient's rights in the Project IP.
- (j) All information provided or to be provided to CMHC in connection with the Project and this Agreement is true and correct in all material respects and none of the documentation furnished to CMHC omits or will omit as of such time, a material fact necessary to make the statements contained therein not misleading in any material way, and all expressions of expectation, intention, belief and opinion contained therein were honestly made on reasonable grounds after due and careful inquiry by them (and any other Person who furnished such material on behalf of them).
- (k) Other than amounts to be received that have been disclosed to CMHC in writing, the Project can maintain viability while eliminating the need for any ongoing subsidy from any Governmental Authority or federal assistance (other than Housing Benefits to be paid to occupants of the units and any municipal property tax exemptions).
- (l) There are no claims, actions, suits, grievances, complaints or proceedings pending or, to the knowledge of the Recipient, threatened affecting the development, construction or operation of the Project on the Property at law or in equity before or by any Governmental Authority, with respect to aboriginal rights or the duty to consult. To the best of the Recipient's knowledge, neither the Recipient, nor the Property is subject to any outstanding judgement, order, writ, injunction or decree with respect to aboriginal rights or duty to consult affecting the development, construction or operation of the Project on the Property.
- (m) The Recipient acknowledges its eligibility for the Repayable Loan and Contribution does not constitute an assurance that the Project will be approved for mortgage loan insurance or other forms of CMHC or other federal assistance.
- (n) The Recipient is a municipal corporation within the meaning of paragraph 2.ii. of Section 73 of the *Securities Act* (Ontario), such that the prospectus requirement (as defined under the *Securities Act* (Ontario)) does not apply to the distribution of any of the Recipient's debt securities, including, but not limited to, the Debenture.

6. Covenants of the Recipient

The Recipient covenants and agrees in favour of CMHC as follows:

- (a) **Use of Proceeds.** The proceeds of the Repayable Loan and Contribution shall:
- (i) be deposited into the Project Account; and
 - (ii) be used only for Eligible Activities, which shall not exceed \$50,000 of the Contribution and \$25,000 of the Repayable Loan in respect of any Unit.
- (b) **Phase 2 Project.** Prior to any use of the proceeds from the Repayable Loan and Contribution for the Phase 2 Project:
- (i) the Recipient shall provide a certificate in form and substance satisfactory to CMHC confirming:
 - (1) the Phase 2 Property is zoned to permit the construction and operation of the Phase 2 Project;
 - (2) the Recipient has secured all necessary licenses, permits and approvals to construct and operate the Phase 2 Project on the Phase 2 Property;
 - (3) the Recipient has made due inquiries and has obtained all relevant approvals for the Phase 2 Project together with true, correct and complete copies of such approvals, which shall be in full force and effect, unamended and not revoked or repealed; and
 - (ii) CMHC shall be satisfied with any due diligence required in connection with the Phase 2 Properties.
- (c) **Equity Contribution.** The Recipient shall fund (i) at least 60% of the construction costs in respect of each Unit; (ii) any cost overruns in excess of \$190,000 per Unit or in respect of the Project to complete the construction of the Project. In the event the construction costs incurred by the Recipient is less than \$190,000 per Unit, the Recipient shall notify CMHC, and the Recipient shall either agree to repay a portion of the Contribution proportionate to the applicable Units or, subject to CMHC's prior written consent, use the proceeds of the Contribution to construct additional Units within two (2) years from the date hereof.
- (d) **Compliance with Laws.** To discharge its Obligations under this Agreement in compliance with all Applicable Law during the Term of this Agreement.
- (e) **Necessary Permissions.** To maintain or cause to be maintained in effect during the Term of this Agreement all the licenses, permissions, authorizations, consents and permits necessary to construct and operate the Project and the Property and otherwise carry out its Obligations under this Agreement.
- (f) **Insurance.** At its own expense, to maintain and keep in effect or cause to be maintained and kept in effect at all times during the Term of this Agreement, appropriate and sufficient insurance for a Project of this kind, including a standard

insurable perils policy with financially sound and reputable insurance companies. Upon CMHC's request, the Recipient shall provide CMHC with a certificate of insurance evidencing the insurance coverage specified herein.

- (g) **Affordability Criteria.** To cause the Project to comply with the Affordability Criteria for the Term of this Agreement.
- (h) **Tenant Relocation.** To mitigate or cause to be mitigated tenant relocation risk during the Term of this Agreement (which includes responsibility for any tenant relocation costs if tenants are displaced).
- (i) **Enactment of Debenture By-law.** To enact a Borrowing By-law in full compliance with the Act at a meeting of the Debenture Committee, and all of the recitals contained in the Borrowing By-law will be true in substance and fact and the Borrowing By-law will be in full force and effect.
- (j) **Debenture Issuance.** To issue to CMHC a debenture substantially in the form appended to the Form of Borrowing By-law attached hereto as Schedule "D" in the amount of the Repayable Loan. The Debenture will be issued by the Recipient in accordance with the provisions of the Act and the Recipient shall be liable in respect of payments thereunder.
- (k) **Compliance.** To not cause the Recipient to exceed the City Debt Limits and to comply with all of the provisions of the City Policy and the Act related to the borrowing of money for the Project and the issuance of Debentures.
- (l) **Notice of Financings and Encumbrances.** To provide CMHC with written notice, within ten (10) calendar days, of any debt or equity financing obtained by the Recipient in connection with the Project or the Property during the Term of this Agreement, or any Encumbrances affecting the Property or Project during the Term of this Agreement (other than Permitted Encumbrances) not previously disclosed to CMHC.
- (m) **Reporting Requirements.** To provide CMHC during the Term of this Agreement with:
 - (i) one or more completed project verification forms including the information and detail in the form attached as Schedule "C" hereto, in form and substance satisfactory to CMHC;
 - (ii) during pre-construction and construction phases of the Project, quarterly and annual progress reports which include details surrounding the Units including date of occupancy and, where applicable, a detailed account of the challenges or possible challenges that may impede progress;
 - (iii) following completion of the Project, annual reports during the Term, in each case in relation to the Project, and providing detailed information regarding

the planning, design, construction, financing and revenue generation and performance monitoring of the Project;

- (iv) beginning on the first anniversary of the Effective Date of this Agreement and on each anniversary of the Effective Date during the Term, the Recipient will provide CMHC an annual declaration in the form attached as Schedule "D", confirming the Project's compliance with the Affordability Criteria; and
- (v) such other reports as CMHC deems necessary.
- (n) **Records.** To keep proper and detailed records and statements of account, including receipts, vouchers, invoices, and other documents related to the Project.
- (o) **Intellectual Property.** To the extent commercially reasonable, the Recipient shall maintain any licenses to use intellectual property necessary for the sub-license referred to in Section 11 hereof in full force and effect throughout the Term of this Agreement at its own expense and shall not fail to enforce or maintain such licenses in a manner that would result in the unenforceability or otherwise an unjustified interference with the sub-license granted in Section 11 hereof.
- (p) **No Assignment.** To not, directly or indirectly, assign its rights or interests under (i) this Agreement or the Property other than pursuant to a lease with an Operator, or (ii) any Unit in the Project other than to an Operator, in each case without the prior written consent of CMHC, which consent may be withheld in CMHC's sole discretion.
- (q) **Control.** To not assign, transfer, relinquish, delegate or otherwise cease to Control (i) the Property other than pursuant to a lease with an Operator; or (ii) with respect to any Unit in the Project other than to an Operator, without the prior written consent of CMHC, which consent may be withheld in CMHC's sole discretion.
- (r) **Operators.** Cause any Operator who is not a party to this Agreement and which may have rights or interests in the Units or Control in the operation of the Units or the Project to:
 - (i) deliver any information in respect of the Units to complete the project verification in the form attached as Schedule "C" hereto;
 - (ii) comply with the Affordability Criteria, and ensure the Project as a whole includes at least twenty-five (25) Transitional Units;
 - (iii) remain viable and sustainable while eliminating the need for any ongoing subsidy from any Governmental Authority or federal assistance (other than Housing Benefits to be paid to occupants of units or any municipal property tax exemptions);

- (iv) consent to and comply with the Obligations under Sections 6(d), (f), (m), (n), 7, 10, 13, 18, 21, and 22 of this Agreement; and
 - (v) deliver all other documents, agreements, certificates, instruments or information that CMHC may reasonably request from the Operator.
- (s) **General.** To fulfill all of its other Obligations set out in this Agreement.

7. **Audit Rights**

- (a) **CMHC Onsite Visits.** CMHC or a third party representative may conduct onsite visits to inspect and monitor Project progress and the Recipient's compliance with its Obligations under this Agreement. All site visits are for CMHC's program and risk management purposes only and are not to be considered a technical inspection to confirm the quality of the work or the Recipient's compliance with provincial building codes or other like building requirements. After First Occupancy, all site visits by CMHC will be in compliance with the *Residential Tenancies Act, 2006*, S.O. 2006, c. 17.
- (b) **Records Audit.** CMHC, or its designated representative, shall, upon reasonable advance notice, have access to the Recipient's records in respect of the Project for audit and inspection purposes within thirty (30) calendar days of such written request.

8. **Rights and Remedies**

The Recipient hereby acknowledges and agrees:

- (a) Upon the occurrence of a Repayment Event, CMHC may exercise any rights or remedies available to it at law or equity.
- (b) Upon the occurrence of a Repayment Event, CMHC may, at its option, by notice to the Recipient declare that the Repayable Loan and Contribution shall bear interest at 5% per annum, accruing monthly not in advance, commencing on the first day of the month following the month in which such declaration was made by CMHC or as CMHC may otherwise agree in its sole and absolute discretion. Interest payments will be due and payable in arrears monthly on the first Business Day of the month until and including the date on which the Repayable Loan and Contribution is repaid in full or as CMHC may otherwise agree in its sole and absolute discretion. The Recipient shall not be obligated to pay any interest, fees or costs under or in connection with this Agreement in excess of what is permitted by law. For the purposes of the *Interest Act (Canada)*, the yearly rate of interest to which any rate calculated on the basis of a period of time different from the actual number of days in the year (360 days, for example) is equivalent is the stated rate multiplied by the actual number of days in the year (365 or 366, as applicable) and divided by the number of days in the shorter period (360 days, in the example), and the Parties acknowledge that there is a material distinction between the nominal and effective rates of interest and that they are capable of making the calculations

necessary to compare such rates and that the calculations herein are to be made using the nominal rate method and not on any basis that gives effect to the principle of deemed reinvestment of interest.

- (c) The Repayable Loan and Contribution are intended to achieve certain social outcomes such that CMHC would not have made the Repayable Loan or Contribution to the Recipient without the Recipient's commitment to create at least two hundred fifty (250) Units. If there is a breach of Section 8, CMHC shall be entitled to obtain an order specifically enforcing the performance or an injunction prohibiting any such breach. In view of the foregoing, the Recipient irrevocably acknowledges the inadequacy of legal remedies and the irreparable harm, which would be caused by any breach of such covenant and/or to relief by other available legal and equitable remedies from the consequences of such breach. Any action taken or document executed in violation of such covenant shall be void and may be set aside upon the petition of CMHC. For the avoidance of doubt, the accrual of interest following a Repayment Event will not be sufficient to make CMHC whole under this Agreement.

9. **Independent Recipient.**

It is the intention of the Parties that CMHC is solely a financial contributor to the Project and that the Project shall not be a partnership or joint venture between CMHC and the Recipient or any other person.

10. **Acknowledgement of Repayable Loan and Contribution.**

- (a) The Recipient may not make any announcement relating to this Agreement, the Repayable Loan or the Contribution prior to receiving written approval from CMHC.
- (b) If the Recipient plans to publish any reports and/or materials relating to the Project or aspects of the Project supported by the Repayable Loan or the Contribution, the Recipient shall: (i) notify CMHC in writing of any such publication at least fifteen (15) Business Days prior to such publication, and (ii) if so requested by CMHC in writing, acknowledge CMHC's financial support of the Project in such publications in the following manner:

"This modular housing program received funding from Canada Mortgage and Housing Corporation (CMHC), however, the views expressed are the personal views of the author and CMHC accepts no responsibility for them/Ce programme de logement modulaires est financé en partie par la Société canadienne d'hypothèques et de logement (SCHL), cependant, les opinions exprimées sont les opinions personnelles de l'auteur et la SCHL accepté aucun responsabilité pour ces opinions."

- (c) If requested by CMHC, the Recipient shall publicly acknowledge the making of the Repayable Loan or Contribution in a manner acceptable to both CMHC and the

Recipient, each acting reasonably, which may include the erection of one or more signs at the Property with the name and logo of CMHC and/or the federal government in a form approved by CMHC.

11. Intellectual Property

- (a) As between the Parties, the Recipient shall own and hold all necessary rights, title and interests in all Project IP to complete and operate the Project to the extent it is not in the public domain.
- (b) Subject to the terms and conditions of this Agreement, the Recipient hereby grants to CMHC a worldwide, non-exclusive, perpetual, irrevocable, royalty-free sub-licensable licence to use and to make such modifications as may be desirable to the following materials, solely for the purposes of research and publicity related to the Project, and not for any commercial purposes:
 - (i) any data, reports, photographs, graphics, and other documents and information of the Recipient produced in connection with this Agreement or otherwise necessary or required to complete the Project;
 - (ii) any data, reports, photographs, graphics, and other documents and information provided to the Recipient by the Operator(s) in connection with the Project; and
 - (iii) any photographs, graphics, plans, sketches, drawings and renderings for the Project provided by the modular housing supplier(s) of the Recipient for these purposes;

provided, however, that such materials shall not include (x) information that is marked as Confidential Information and constitutes commercial and business secrets of the Recipient, the Operators, or any of their suppliers of whatever nature and in any form or medium or (y) any personal information as that term is defined in the *Municipal Freedom of Information and Protection of Privacy Act* (Ontario). CMHC shall own and hold all right, title and interests in and to any modifications of the foregoing materials made by or on behalf of CMHC. This provision, including the licence so granted, shall survive the termination of this Agreement.

12. Indemnification.

- (a) The Recipient irrevocably and unconditionally agrees to indemnify and hold harmless CMHC, and any of its officers, directors, employees, controlling persons, members and representatives, and any of its successors (each of the foregoing, an "**Indemnified Person**") from and against any and all losses, claims, damages, liabilities, fees, costs and expenses (including fees and disbursements of legal counsel, accounting advisors, receivers and other advisors, together with any interest that may accrue) connected with or arising out of:

- (i) the preparation, execution and delivery of, preservation of rights under, enforcement of, or refinancing, renegotiation or restructuring of, this Agreement and CMHC's rights and remedies thereunder and at law and any related amendment, waiver or consent;
- (ii) any advice of counsel as to the rights and duties of CMHC with respect to the administration of this Agreement or any transaction contemplated in connection with this Agreement;
- (iii) a Repayment Event caused by any Operator of the Units;
- (iv) the failure by the Recipient or any Operator, as the case may be, to perform or observe any of its covenants, duties or obligations under any of this Agreement or other instrument or document delivered thereunder;
- (v) any proceedings brought against the Indemnified Person or in which the Indemnified Person otherwise participates in connection with this Agreement including by reason of CMHC exercising or performing, or causing the exercising or performance of, any right, power or obligation under this Agreement;
- (vi) the failure of the Recipient to comply with all Environmental Laws and any losses suffered by such Indemnified Person for, in connection with, or as a direct or indirect result of, the presence of any Hazardous Material situated in, on or under or migrating from or to the Property, or as a direct or indirect result of, any legal or administrative proceedings with respect to the presence of any Hazardous Material in, on or under, migrating from or to the Property or the Units on the Property, or the discharge, emission, leak, spill, radiation or disposal by the Recipient of any Hazardous Material into or upon the Property or the Units on the Property, the atmosphere, or any watercourse or body of water; including the costs (including legal and professional fees on a full indemnity basis) of defending and/or counterclaiming or claiming against third parties in respect of any action or matter and any cost, liability or damage arising out of a settlement entered into by the Indemnified Person of any such action or matter,

to which any such Indemnified Person may become subject arising out of or in connection with this Agreement or any actual or threatened claims, actions, suits, inquiries, litigation, investigation or proceeding (any such claims, actions, suits, inquiries, litigation, investigation or proceeding, a "**Proceeding**") relating to any of the foregoing, regardless of whether any such Indemnified Person is a party thereto. This indemnity is independent of and in addition to any right CMHC may have to seek recovery of costs in any litigation that may result in respect of this Agreement, and shall form part of the Obligations. A certificate as to the amount of any loss submitted in good faith by CMHC to the Recipient shall be conclusive and binding for all purposes, absent manifest error.

- (b) The Recipient also agrees to pay (or, at the discretion of such Indemnified Person, reimburse) each such Indemnified Person promptly upon demand for any reasonable fees of legal counsel, court costs, fees of expert witnesses, and other reasonable fees, costs or expenses incurred in connection with investigating or defending any of the foregoing or in connection with the enforcement of any provision of this Agreement, provided that the indemnity will not, as to any Indemnified Person, apply to losses, claims, damages, liabilities or related expenses to the extent that they are found in a court of competent jurisdiction to have resulted from the gross negligence or willful misconduct of such Indemnified Person.
- (c) The Recipient will not, without the prior written consent of each applicable Indemnified Person, effect any settlement of any pending or threatened Proceedings in respect of which indemnity could have been sought hereunder by such Indemnified Person unless such settlement (i) includes an unconditional release of such Indemnified Person in form and substance reasonably satisfactory to such Indemnified Person from all liability on claims that are the subject matter of such Proceedings, (ii) does not include any statement as to or any admission of fault, culpability or a failure to act by or on behalf of any Indemnified Person, and (iii) includes customary confidentiality and non-disparagement agreements.
- (d) The indemnity obligations contained in this Section 12 shall survive and remain in full force and effect in accordance with their terms, notwithstanding the termination of this Agreement and/or the repayment, satisfaction or discharge of the Repayable Loan.
- (e) The Recipient acknowledges that neither its obligation to indemnify nor any actual indemnification by it of CMHC or any other Indemnified Person in respect of such Person's losses for legal fees and expenses shall in any way affect the confidentiality or privilege relating to any information communicated by such Person to its counsel.

13. Confidentiality.

- (a) The Parties shall hold all Confidential Information in trust and in the strictest confidence, using efforts and a standard of care fully commensurate with those which the Parties employ for protection of their own Confidential Information and shall employ such precautions as are necessary to prevent unauthorized use, access to and disclosure of Confidential Information. Confidential Information may be disclosed by the Parties solely for purposes of carrying out each Parties obligations under this Agreement and as agreed upon in this Agreement, and to the extent that such disclosure is required by court or regulatory order or as otherwise required by law or regulation, provided, however, that each Party shall notify the other Party immediately upon learning of the possibility of any such requirement in order to allow that Party a reasonable opportunity to contest or limit the scope of such required disclosure (including application for a protective order or other remedy). The Parties shall comply with all applicable legal requirements and, without limiting the generality of the foregoing, nothing in this Agreement shall be

construed in a manner that would contravene the *Access to Information Act* (Canada), the *Privacy Act* (Canada), or the *Municipal Freedom of Information and Protection of Privacy Act* (Ontario).

- (b) The Recipient agrees that all Confidential Information submitted to CMHC may be used and exchanged for the following purposes: (i) to consider its eligibility for the funding requested; (ii) for policy analysis and research; (iii) to communicate possible opportunities under other National Housing Strategy programs or possible collaboration opportunities with external parties to the Recipient (iv) for evaluation of the Program; (v) for use by CMHC and the Government of Canada for purposes described in the *National Housing Act* (Canada); and (vi) to protect CMHC from errors and fraud. CMHC is authorized to process and store such information and make it available to CMHC employees and others engaged by CMHC for purposes of assessing the Recipient's eligibility for the funding requested, the administration of the Program and the collection of analytics. If any of the information changes or becomes inaccurate, the Recipient must promptly notify CMHC of the change.
- (c) CMHC shall have the right to publicize details of the Project, the funding assistance and the name of the successful Recipient, in accordance with CMHC's obligations as a crown corporation.

14. Consequences of Repayment Event.

- (a) Upon a Repayment Event, CMHC will have no further liability of any kind to the Recipient.
- (b) Notwithstanding any other term or condition of this Agreement to the contrary, Section 3 (Repayment), Section 11 (Intellectual Property), Section 12 (Indemnification), Section 13 (Confidentiality), Section 14 (Consequence of Repayment Event) and Section 18 (No Use of Name or Logo) of this Agreement, and all other provisions of this Agreement necessary to give effect thereto, shall survive any expiry or termination of this Agreement.

15. Entire Agreement.

The Parties agree that all schedules shall form a part of this Agreement and is of full force and effect for the entire Term of this Agreement. 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. If any provision of this Agreement is held by a competent authority to be invalid, illegal or unenforceable for any reason, the remaining provisions of this Agreement and any schedules attached hereto, will continue to be in full force and effect. The failure of a Party to insist on strict compliance with one or more of the terms of this Agreement shall not constitute a waiver of the party's right to enforce those terms at a later date. No provision of this Agreement shall be deemed to have been waived as a result of a breach by either Party of the provisions of this Agreement, unless such waiver is in writing and signed by both Parties. For greater clarity, the written waiver by either Party of any breach of any provision of this 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 this Agreement.

16. No Assignment.

This Agreement shall be binding upon and shall enure to the benefit of the Parties hereto and their respective successors and assigns. This Agreement may not be assigned by the Recipient without the prior written consent of CMHC, which consent may be withheld in CMHC's sole discretion.

17. Amendments.

Any amendment to this Agreement must be provided and approved by both Parties in writing.

18. No use of Name or Logo.

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

19. Operating Agreement

For the purposes of Section 97 of the *National Housing Act (Canada)*, CMHC confirms its written consent in respect of any lease, including a lease for a term exceeding three (3) years, where such lease is entered into with an Operator in respect of the Project.

20. Costs.

The Recipient will be responsible for the out-of-pocket costs and expenses incurred by CMHC in respect of the preparation, negotiation, execution, amendment, waiver or enforcement of this Agreement or any related agreement, including any fees, disbursements and expenses of legal counsel to CMHC.

21. Conflict of Interest.

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.

22. House of Commons/Senate.

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

23. Governing Law and Jurisdiction.

This Agreement is made under, and will be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein. The courts of such jurisdiction shall exclusively hear any dispute related to the validity, interpretation or performance of this Agreement.

24. Notice.

Delivery of notice under this Agreement shall be effective three (3) days after posting by regular mail, or on the day following transmission by e-mail, to the Parties at the following addresses:

CMHC

Canada Mortgage and Housing Corporation
700 Montreal Road
Ottawa, Ontario K1A 0P7
Attention: Director, Innovation Fund
innovationfund@cmhc.ca

City of Toronto

City of Toronto
55 John Street
Stn. 1260, 7th Floor, Metro Hall
Toronto, Ontario M5V 3C6

Attention: Executive Director, Housing Secretariat

25. Counterparts.

This Agreement may be executed in any number of counterparts (including counterparts delivered electronically) and all such counterparts taken together will be deemed to constitute one and the same instrument. This Agreement may be executed by electronic signature and such electronic signature shall be deemed to be an original signature for the purpose of this Agreement with the same legal effect as an original signature.

111206213:v19

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF the Parties hereto have duly executed this Agreement as of the date first written above.

CITY OF TORONTO

John Tory

Name: John Tory
Title: Mayor

Heather Taylor

Name: Heather Taylor
Title: Chief Financial Officer and Treasurer

APPROVED AS TO FORM

Wendy Walberg
For Wendy Walberg, City Solicitor
File # 4318-203-3628.20

Abigail Bond

Name: Abigail Bond
Title: Executive Director, Housing Secretariat

Authorized by City Council Item No. CC20.6 as adopted by City of Toronto Council on April 30, 2020 Section 30-2.1 of Chapter 30, Debenture and Other Borrowing, of the City of Toronto Municipal Code.

CANADA MORTGAGE AND HOUSING CORPORATION

Frederic Birt

Name: Frederic Birt
Title: Senior Manager, Financing Operations

Yannick Monaghan

Name: Yannick Monaghan
Title: Director, Innovation Fund and Federal Lands Initiative

[Signature page to Contribution and Loan Agreement]

SCHEDULE "A"
ACCESSIBILITY REQUIREMENTS

[see attached]

ACCESSIBILITY, UNIVERSAL DESIGN and ADAPTABILITY: DESIGN and IMPLEMENTATION

To be eligible for the Affordable Rental Innovation Fund (ARIF) a minimum of 10% of the dwelling units within each building that is part of the proposed housing project must meet the accessibility requirements of the local building code having jurisdiction, or, where no local requirements exist, the requirements of the 2015 National Building Code of Canada (NBC), whichever the greater. For guidance, the general intent of the 2015 NBC accessibility requirements for specific building elements and areas are listed below. *It is the responsibility of the applicant/project design team to demonstrate that the accessibility features included in the project for the areas listed below meet the requirements of either the local building code or the NBC*

For CMHC's evaluation of project proposals submitted to ARIF, additional points will be awarded for projects that include dwelling units with **Universal Design** and **Adaptability** elements that are provided in addition to the 10% (min.) of the project's dwelling units with accessibility features. The listed features are illustrative of the scope of the upgrades envisioned by CMHC for both categories. Note that the features listed may not be comprehensive enough to address every possible design and construction scenario considering the variabilities associated with geographic regions, occupant needs, and building design options. Consequently, design and implementation considerations must be applied with good judgement, constructed with practicality in mind, and created with an awareness of the underlying rationale for the requirements. The scoring for the Universal and Adaptability elements is based on the extent to which the proposed project meets the intent of the Universal Design and Adaptability features listed for each element. Consideration will be given to additional and alternative features that are not listed.

Minimum Accessibility

Universal Design

Adaptability

Accessible housing include features, amenities or products to better meet the needs of people with disabilities and thereby maximizing the number of people who can readily use them.

A minimum of 10% of total number of units in the building must be accessible, and, by extension, the paths of travel to the dwelling units must be accessible as well. If the building(s) does not contain an area or element for which an accessibility requirement has been indicated (e.g. there's no elevator) then the requirements may be considered non-applicable.

This list is based on the accessibility requirements of Section 3.8 of the 2015 National Building Code of Canada (2015 NBC). Applicants must demonstrate how the provisions of Section 3.8 (or the code having jurisdiction) would be met for any given building element or area. Buildings within the scope of Part 9 NBC 2015 (Houses and Small Buildings) must also comply with the minimum requirements indicated below, as applicable.

It is the responsibility of the applicants to ensure the design and construction of their projects comply with the minimum accessibility regulations that may be required by the local building code having jurisdiction, or, in the absence of such regulations, the 2015 NBC.

Universal Design is the design of products and environments that meet the needs of a wide range of the population. It addresses the needs of those with mobility or cognitive disabilities as well as the general population by ensuring designs are equitable, flexible, intuitive, perceptible, safe and accessible to a wide variety of people. For this CMHC initiative, Universal Design includes enhanced accessibility, cognitive, safety and ease of use features over and above the minimum accessibility requirements. The requirements listed below represent a range of options that can be included in the project, though approaches may vary. The list is illustrative in nature and applicants may suggest additional or alternative approaches. The projects will be evaluated in terms of the extent to which Universal Design elements are incorporated into the design and construction of the project.

NOTE: The Universal Design list are in addition to the features required under the "Minimum Accessibility Features".

The features listed below may be integrated into the building's design to strengthen the project's adaptability. The list includes features that address current or future spatial and operational needs of households and building management. Incorporating these elements into the building provides more versatility, flexibility and cost-effectiveness in anticipation of future modifications, as the needs and circumstances of the occupants change over time.

Adaptability features may address the needs of those accessing public areas (e.g. common area kitchen, corridor, main entrance), or within dwelling unit-suites. The projects will be evaluated in terms of the extent to which Adaptability elements are incorporated into the design and construction of the project. The features provided below are illustrative in nature and consideration will be given to alternative and additional adaptability features proposed by the applicant in the scoring.

1-BUILDING MAIN ENTRANCES	Barrier-free entrance	<p>1) Main (non-service) pedestrian entrances of a building shall be barrier-free and shall lead from the outdoors, through a barrier-free path of travel, from sidewalk level.</p> <p>2) Every door that provides a barrier-free path of travel for the main entrance, including the interior doors of a vestibule where provided, shall be equipped with a power door operator that allows persons to activate the opening of the door.</p>	<p>1) The main entrance door shall have a clear opening width of at least 900 mm.</p> <p>2) A main entrance that provides overhead protection from the elements (i.e. canopy for snow/train protection)</p> <p>3) The main entrance shall be illuminated by fully diffused lighting activated automatically by a dusk to dawn timer or by a motion detector.</p>	<p>1) Provisions are included to accommodate future accessible barrier-free entrances to the building as may be needed given changes to the use of interior spaces (e.g.; change to commercial spaces, addition of recreational space, etc.).</p> <p>2) Provision of wiring rough-in and structural support to accommodate installation of power door operators.</p>
2-Vehicular Access	Parking Areas & Exterior Passenger-Loading Zone	<p>1) A barrier-free path of travel shall be provided between an exterior parking area and a barrier-free entrance.</p> <p>2) Where an elevator serves one or more parking levels, a barrier-free path of travel will be provided between at least one indoor parking level and other areas of the building required to be barrier-free.</p>	<p>1) An accessible parking area shall be provided for each accessible unit that is level or gently sloping, slip-resistant and firm..</p> <p>2) An exterior passenger-loading zone shall be provided.</p> <p>3) Where a driveway forms all, or part of, the accessible approach route, an additional allowance of at least 900 mm wide shall be provided so that a wheelchair user can pass a parked car.</p>	<p>1) Parking area design includes provision for additional accessible parking spaces to meet future demands including adequate space and cut away curbs.</p> <p>2) Provision of flexibility in design of parking area to accommodate a future accessible loading zone.</p>
3-APPROACH ROUTES to and around the BUILDING	General	<p>1) A barrier-free path of travel shall be provided to and around the building's primary entrances.</p> <p>2) The barrier-free path of travel is permitted to include ramps, passenger elevators or other platform-equipped passenger-elevating devices to overcome a difference in level.</p> <p>3) Floors or walks in a barrier-free path of travel having a slope steeper than 1 in 20 shall be designed as ramps.</p>	<p>1) A step-free approach route shall be provided to all barrier-free entrances.</p> <p>2) The approach route shall be illuminated by fully diffused lighting that is automatically activated by a dusk to dawn timer or a motion detector.</p> <p>3) If necessary to provide a barrier-free path of travel, a ramp, integrated into the design of the building and landscaping, shall be provided to the main entrance of the building. Where the ramp has an overall rise of least 300 mm or more, an additional stepped route shall be built.</p>	<p>1) Provision of features that can accommodate the future addition of a barrier-free path of travel from car parking to main entrance, including approach gradients and around the building grounds where they form part of the amenities for the occupants.</p> <p>2) Provision of site and project features to accommodate ramps given changes in the design and use of internal and external spaces.</p>
PATH OF TRAVEL in COMMON AREAS	General	<p>1) A barrier-free path of travel from the barrier-free main entrances shall be provided throughout common areas, including doorways, within the entrance storey and all other storeys served by a passenger elevator, or other platform-equipped passenger-elevating device.</p>	<p>1) Where the approach to a doorway is not head-on, the minimum clear width of the hallway or approach shall be 1 200 mm.</p> <p>2) Every door has a minimum clear opening width of 850 mm, irrespective of the direction of entry.</p> <p>3) Stairs in common areas shall have color-contrasted treads and risers.</p>	<p>1) Common room space is designed for multi-functions.</p> <p>2) Plumbing, electrical, structural rough-ins provided to facilitate installation of additional services in common amenity areas (e.g. future provision of kitchen, bathroom, recreational, and laundry facilities).</p> <p>3) Adaptability features are provided that facilitate repurposing common spaces to other uses including additional units, commercial spaces, etc.</p> <p>4) Any adaptability feature that addresses future occupant needs to hallways and corridors (e.g.; reinforced wall framing to accommodate the future installation of handrails).</p>
	Exterior	<p>1) Exterior walks that form part of a barrier-free path of travel shall have a slip resistant, continuous and even surface, be not less than 1 100 mm wide, and, have a level area adjacent to a main entrance.</p>	<p>1) Exterior walking surfaces that are within a barrier-free path of travel shall have a width not less than 1 100 - 1200 mm</p>	<p>1) Provisions provided in exterior design to accommodate installation of barrier free paths of travel given future changes in the design and use of exterior spaces.</p>

4-BARRIER-FREE	Passenger Elevating Devices	1) If provided, a passenger-elevating device shall conform to CSA B355, "Lifts for Persons with Physical Disabilities."		
	Washrooms	1) Barrier-free washroom(s) will be provided as required by the occupant load of barrier-free common room and amenity areas. 2) Barrier-free washrooms shall be equipped with water closets (i.e. toilets), water closet stalls and lavatories appropriate for persons with physical disabilities	1) A Universal Washroom shall be provided in addition to any common area washrooms.	1) Washrooms have structural and spatial features to permit them to be easily converted to barrier-free access.
	General	1) A barrier-free path of travel shall be provided into and throughout designated accessible dwelling units. 2) Balconies shall be accessible and barrier-free.	1) Windows in living areas shall easily operable and shall be located to allow viewing from a seated position. 2) Flooring in accessible routes shall have a firm, non-slip, glare-free, hazard-free surface. 3) Doors leading to and in accessible dwelling units shall have lever handles. Door handles, locks, and latches shall be easy-to-grip and use. 4) Entry doors have two viewing holes at 1 100 mm and 1500 mm above the floor level. 5) Balcony guards facilitate viewing from a seated position.	1) Plumbing and electrical rough-in to accommodate future plumbing and electrical fixtures. 2) In multi-storey dwelling units, provide stacked closets with electrical and structural rough-ins to facilitate installation of an elevator. 3) In multi-storey dwelling units, provide straight-run stairs, electrical and structural rough-ins to support installation of a wall-mounted elevating device. 4) Features to modify number of rooms within the dwelling unit (e.g.: a room that has; two doors, two closets, two windows and two separately switched light fixtures; so that the room can be divided into two rooms). 5) Any adaptability feature that permits spaces to accommodate future needs, such as an accessory or secondary unit, home office, hobby space.
	Bathrooms	1) A barrier-free bathroom shall be provided on the entry floor level. 2) Barrier-free washrooms shall be equipped with water closets and lavatories appropriate for persons with physical disabilities	1) Accessible bathrooms shall have a clear turning space no less than 1 500 mm 2) When provided, bathroom mirrors shall be mounted with their bottom edge not more than 1 000 mm above the floor, or, fixed in an inclined position so as to be usable by a person in a wheelchair. 3) The ceiling structure to bathrooms and washrooms shall be strong enough to allow for the fitting of an overhead hoist capable of carrying a load of 200 kg. 4) The accessible bathroom shall have a waterproof floor, and a floor drain, single-lever water controls, and pressure balanced anti-scald valves at tubs and showers	1) All surrounding walls in the bathrooms shall be strong enough to support grab bars, seats and other adaptations that could impose a load of up to 1.5kN/m ² . 2) Design of bathroom includes features to accommodate changing needs such as no-threshold shower, non-slip flooring, etc.

Showers (separate from bathtubs)	Optional	<p>1) An accessible shower shall be not less than 1 500 mm wide and 900 mm deep and shall be equipped with a hand-held shower head with not less than 1800 mm of flexible hose that can be used in a fixed position at a height of 1200 mm and 2030 mm.</p> <p>2) Accessible showers shall have at least two grab bars.</p> <p>3) Shower stalls shall contain a wall-mounted, fold-down seat.</p> <p>4) A bathroom containing a level access shower shall be constructed as a wet room with water resilient wall, ceiling and floor surfaces.</p>	<p>1) Provision for a future level-entry shower shall be made within the bathroom (if an accessible shower is not provided elsewhere within the dwelling).</p> <p>2) The walls enclosing a shower stall shall be fully reinforced to allow the placement of grab bars, wall-mounted seats and other features in any location.</p>
Bathtubs	1) A barrier-free pathway will be provided to a bathtub on the entry level to the dwelling unit.	<p>1) An accessible bathtub shall be located in a room with a clear floor space not less than 1 500 mm in diameter and shall be equipped with a hand-held shower head with not less than 1 800 mm of flexible hose that can be used in a fixed position at a height of 1 200 mm and 2 030 mm.</p> <p>2) Accessible bathtubs shall have three grab bars.</p>	<p>1) Bathtub surrounds shall be fully reinforced to allow placement of grab bars, wall mounted seats and other features anywhere on the enclosure.</p> <p>2) Provision of features (e.g.; space, access to plumbing, adaptable tub surrounds, etc.) to facilitate conversion of bathtub to accommodate need for greater accessibility in the future (e.g.; level entry shower, walk-in bathtub, etc.</p>
Water closets (i.e. toilets) and lavatories (i.e. sinks)	<p>1) The water closet in an accessible bathroom shall be suitable for a person with physical disabilities.</p> <p>2) Lavatories shall be provided with clearance beneath the lavatory to permit safe use by a person in a wheelchair.</p>	<p>1) In accessible bathrooms, lavatories shall be wall-hung type or countertop type with the bowl mounted as frontmost to the edge as possible.</p> <p>2) Lavatories will be equipped with automatic or lever-type taps.</p> <p>3) Any dwelling unit with four or more bedrooms shall provide barrier-free access to a minimum of two toilets in separate bathrooms.</p> <p>4) Provide sufficient clearance to the side, and in front of toilets to facilitate</p>	<p>1) Provide vanities with fold back doors and sufficient clearance under lavatories to permit access to persons in wheelchairs.</p> <p>2) Water supply to sinks shall include isolation valves and flexible tap tails to facilitate future repairs and replacement.</p>
Kitchens	1) A barrier-free path of travel will be provided through, and within, the kitchen space.	<p>1) The sink shall have sufficient clearspace to accommodate wheelchair users. It shall be at most 150 mm deep with insulation underneath to prevent scalding to a wheelchair user's legs.</p> <p>2) The kitchen may include:</p> <ul style="list-style-type: none"> a. full-extension pull-out drawers, shelves and racks in base cabinets, b. full-height pantry storage with easy access pull-out and/or adjustable height shelves, c. front-mounted controls on all appliances, d. cooktop or range with staggered burners and front or side-mounted controls, e. side-by-side refrigerator with pull out shelving, and f. single-lever water controls at all plumbing fixtures and faucets. g. D-handles for kitchen cabinet doors and drawers. h. A wall oven with a side opening door. i) A pull-out shelf beneath the oven enclosure. j) A countertop with color-contrasted border treatment k) Task lighting above workspaces. 	<p>1) Any adaptability feature that accommodates the installation of cabinetry that enables cupboards to be removed without affecting the flooring (e.g. floor finishes extend under appliances)</p> <p>2) Counters intended for the future installation of a kitchen sink or a cooktop shall be provided with a means of adjusting their height so that the counter surface is</p> <ul style="list-style-type: none"> a. not less than 710 mm above the finished floor, and b. not more than the height of the adjacent counter surface. <p>3) The kitchen shall have variable height (700 - 1 050 mm) work surfaces such as countertops sinks, and cooktops that are either mechanically adjustable in increments of 50 mm or electrically powered through a continuous range.</p> <p>4) Water supply to sinks shall include isolation valves and flexible tap tails to facilitate future repairs and replacement.</p>

7-SWITCHES and CONTROLS	Laundry Spaces	General Living	7-SWITCHES and CONTROLS
<p>1) A barrier-free path of travel will be provided through, and within, the laundry space.</p>	<p>1) The laundry area shall have</p> <ol style="list-style-type: none"> a front-loading washer and dryer (not stacked) with front controls, and a clear floor space, at least 900 mm wide, across full width in front of washer and dryer and extending at least 450 mm beyond left and right sides. The washer and dryer shall be located so that the distance between the centre line of the appliance and any side wall or base cabinet is not less than 600 - 800 mm. Controls shall be accessible from a seated position. Task lighting shall be installed above workspaces. 	<p>1) The accessible bedroom shall</p> <ol style="list-style-type: none"> provide, at least a 1 500 mm by 1 500 mm maneuvering space, clear of the bed (sufficient for queen-sized) and the door. provide a clear access area, at least 750 - 1 000 mm wide, on both sides and at the foot of the bed (sufficient for queen-sized), have adjustable height closet rods and shelves. <p>2) Every bedroom, other than the accessible bedroom, shall provide a clear access area, at least 750 mm wide, on one side and at the foot of the bed.</p> <p>3) Task lighting shall be installed above workspaces.</p> <p>4) The ceiling structure in accessible bedroom shall be strong enough to allow for the fitting of an overhead hoist capable of carrying a load of 200 kg.</p> <p>5) At least 50% of all storage shall be less than 1 350 mm high.</p>	<p>1) Provisions for laundry facilities on main or accessible floor with a clear floor space of 750 mm wide and 1 200 mm deep in front of each laundry appliance (no stackable washer-dryer).</p>
<p>1) A barrier-free path of travel will be provided through, and within, an accessible bedroom.</p>	<p>1) To assist people who have reduced reach, switches and sockets, including door bells, entry phones, light switches, power sockets, and telephone jacks, throughout the dwelling - including the balcony - shall have their centre lines mounted between 450 mm and 1 200 mm above the floor level</p> <p>2) Bedrooms shall have easy-to-reach light switches and power outlets next to the bed (e.g. 3-way control switches).</p> <p>3) Wiring for a visual and/or vibrating smoke alarms shall be tied into the fire alarm system for the future installation of such in the living room and the accessible bedroom.</p>	<p>1) Provisions provided to facilitate future conversion of bedroom space for other purposes (e.g. home office).</p> <p>2) Structural, electrical, window, doors to permit subdivision of a bedroom into two rooms in the future.</p>	<p>1) Provision of:</p> <ol style="list-style-type: none"> an electrical outlet in the ceiling, above a sitting area and/or bedroom, to facilitate the future installation of a ceiling lift, full wiring for current and future automation. <p>2) At least one bedroom/zone shall have thermostatic wall controls for space heating and cooling.</p> <p>3) Any adaptability feature that accommodates the separation or modification of HVAC controls to facilitate future change in spatial need (e.g. thermostatic zone controls for new secondary suite).</p>
<p>1) Switches and controls located in or adjacent to a barrier-free path of travel shall</p> <ol style="list-style-type: none"> be mounted 400 mm to 1 200 mm above the floor, and be adjacent to and centered on either the length or width of a clear floor space of 1 350 mm by 800 mm. 			

SCHEDULE "B"
DESCRIPTION OF PHASE 1 PROPERTY

1. Municipal Address: 11 Macey Avenue

 Legal Description: PIN: 06003-0148 (LT)
 PT LT 23 PL 2236 TWP OF YORK/SCARBOROUGH AS IN
 SC580476; PT LT 86 PL 1951 SCARBOROUGH AS IN
 SC580475; PT LT 89 PL 1951 SCARBOROUGH AS IN
 SC514783; LT 21 PL 2236 TWP OF YORK/SCARBOROUGH;
 LT 22 PL 2236 TWP OF YORK/SCARBOROUGH; LT 87 PL
 1951 SCARBOROUGH; LT 88 PL 1951 SCARBOROUGH S/T
 & T/W SC580475; TORONTO , CITY OF TORONTO

2. Municipal Address: 150 Harrison Street

 Legal Description: PIN: 21279-0427 (LT)
 LT 23-24 PL D182 TORONTO; PT LT 18-19, 22 PL D182
 TORONTO AS IN WB172232, WB177297 & WB195935
 EXCEPT PT 1 TO 4 64R13438; T/W WB185759; CITY OF
 TORONTO

SCHEDULE "C"

PROJECT VERIFICATION FORM TORONTO MODULAR HOUSING PATHWAYS

(Please complete all 3 pages of this document)

Site Identification

- Number and name of street (if available):
- City, province:
- Parcel identifier:
- Legal description of land:

Rental Housing Project Details

- Project name:
- Phase number:
- Total project cost:
- Total number of market units (if applicable):
- Total number of affordable rental units:
- Total number of transitional units:
- Total number of accessible units:
- Total number of non-residential units (if applicable):
- Total square footage of project:
- % of project (sq. ft.) that is non-residential (retail, office, program space, etc.) if applicable:

Estimated Timeframe

- Manufacturing commencement date:
- Site delivery date:
- Start of construction build:
- Completion of construction:

Draw Amount

- Amount of advance requested for project:
- Amount of contribution:
- Amount of loan:
- Advance date:

Contact information for the owner of the rental housing project

- Name:
- Telephone number:
- Email address:

Contact information for the operator of the housing project

- Name:
- Telephone number:
- Email address:

Criteria requirements

Criteria	Yes/No	Details
Innovation: at least 10% of the units in the project are transitional.		Provide the number of transitional units.
Creation of 5 or more new units of affordable rental housing.		Provide the number of affordable rental units created per building/project.
Affordability must be maintained for a period of a minimum of 35 years.		Provide the number of years the project will remain affordable.
Affordability: Rents shall be maintained at an amount that is no greater than 60% of Average Market Rent (AMR), provided there is available operating funding through Housing Benefits to support deeper levels of affordability. If there is not operating funding through Housing Benefits, the Affordability Criteria means having rents at or below 80% of the average market rents applicable in the City of Toronto.		Provide rent roll for the units.
Achieve a minimum of 10% decrease in energy intensity and a minimum of 10% decrease in greenhouse gas emissions relative to the 2015 National Energy Code of Canada for Buildings		Provide actual percentage energy efficiency and greenhouse gas improvements and confirmation through energy modelling report.
Include a minimum of 25% of the units which meet accessibility requirements of the applicable building code		Provide the number and % of total units that are accessible.
Access to public transit (in urban centre) is 1000m or less.		Provide the distance to public transit.
Remain viable and sustainable while decreasing or eliminating the need for ongoing subsidy.		Provide details if there are ongoing subsidies.
Serve a population in need		Provide details on the population targeted.

Declaration

I confirm that the above information is accurate and supported by documentation if CMHC wishes to review.

Date:

Name:

Signature:

SCHEDULE "D"

FORM OF BORROWING BY-LAW

Authority: Debenture Committee Item [], as adopted by the Debenture Committee on [] under the delegated authority of Section 30-3.5 of Chapter 30, Debenture and Other Borrowing, of the City of Toronto Municipal Code

Bill No. •

BY-LAW •-2020

To authorize the borrowing upon the issuance of sinking fund debentures in the principal amount of \$6,250,000.00 to the Canada Mortgage and Housing Corporation for capital works of the City of Toronto.

WHEREAS the *City of Toronto Act, 2006* (the "Act") and the regulations made thereunder provide that the City of Toronto may for its purposes borrow money to obtain or provide long-term financing for any capital work by issuing debentures, issuing revenue bonds and entering bank loan agreements and that the City of Toronto shall adopt and maintain policies with respect to the financing of capital works, including the limits on the annual costs associated with the financing; and

WHEREAS the Council of the City of Toronto, in accordance with section 212 of the Act, adopted by By-law 261-2007 a policy with respect to the financing of capital works which policy was subsequently amended (the "City Policy"); and which amended policy includes requirements pertaining to limits on the amount of new long-term debt obligations to be undertaken annually for capital works and on the annual costs associated with the debt financing (the "City Debt Limits"); and

WHEREAS the Council of the City of Toronto has passed the by-law(s) enumerated in Column 4 of Schedule "A" attached hereto and forming part of this By-law ("Schedule "A") authorizing the capital work described in Column 1 of Schedule "A" (the "Capital Works") and has authorized the entering into of a contribution and loan agreement dated June 12, 2020 for, *inter alia*, the provision of long term borrowing from Canada Mortgage and Housing Corporation ("CMHC") in respect of the Capital Works (the "Agreement"). All of the authorizations in respect of the Capital Works have been authorized in accordance with the City Policy; and

WHEREAS the City of Toronto desires to issue a sinking fund debenture for the Capital Works to CMHC, which Capital Works constitute Capital Works that the City of Toronto considers necessary or desirable for the public, as included in its Ten Year Capital Plan, in the principal

amount specified in Column 2 of Schedule "A" and the proposed issue of the sinking fund debenture in the principal amount of \$6,250,000.00 in respect thereof is in accordance with the City Policy and, in this regard will not cause the City to exceed the City Debt Limits; and

WHEREAS in accordance with the City Policy and the City of Toronto Municipal Code, Chapter 30, Debenture and Other Borrowing (the "**City of Toronto Municipal Code**") the Mayor (or as an alternate to the Mayor, one of the Deputy Mayor or the Chair of the Budget Committee) and the Chief Financial Officer and Treasurer were authorized to enter into an agreement with a purchaser or purchasers, during the year 2020, for the issue, or the sale and issue, of debentures and revenue bonds, and for entering into bank loan agreements, upon such terms and conditions including price or prices as they deem expedient to provide an amount not exceeding \$1,000,000,000.00 for the City of Toronto's purposes. For clarification and confirmation the debentures, revenue bonds and bank loan agreements can be issued or entered into at any time in the year the agreement is entered into or thereafter without affecting the \$1,000,000,000.00 limit because the limit shall be reduced during the year the agreement is entered into by the amount of debentures, revenue bonds and bank loans specified in any such agreement regardless of the year in which the debentures and revenue bonds are issued and the bank loans are made; and

WHEREAS the Mayor and the Chief Financial Officer and Treasurer have, as authorized by the City of Toronto Municipal Code, entered into the Agreement for, *inter alia*, the issue and sale of a sinking fund debenture in the principal amount of \$6,250,000.00 (the "**Debenture**") on the terms and conditions set out therein; and

WHEREAS the Chief Financial Officer and Treasurer has reported the terms of the Agreement to the Debenture Committee for approval, pursuant to the City of Toronto Municipal Code; and

WHEREAS the total of the principal amount of additional sinking fund debentures to be issued by the City of Toronto in accordance with the Agreement, together with the principal amount of any other debentures, revenue bonds and bank loan agreements, authorized by any agreements entered into by the City of Toronto during the year 2020 pursuant to the City of Toronto Municipal Code, does not exceed the annual limit of \$1,000,000,000.00 for the year 2020 under the City of Toronto Municipal Code; and

WHEREAS the City of Toronto has complied with all of the applicable provisions of the City Policy, the City Debt Limits, the City of Toronto Municipal Code, the Act, and the applicable regulations, relating to the borrowing of money for the Capital Works and the issue of additional sinking fund debentures to obtain or provide long-term financing in the respective principal amounts set out in Column 2 of Schedule "A"; and

WHEREAS to obtain long-term financing for the Capital Works it is now deemed to be expedient to borrow money by issuing the Debenture to CMHC in the principal amount of \$6,250,000.00 to be payable at the time and bearing interest at the rate hereinafter set forth;

The Debenture Committee of the City of Toronto enacts:

1. The Debenture Committee hereby approves the obtaining or provision of long-term

financing for the Capital Works through the issue of the Debenture in accordance with the terms and conditions of the Agreement and in this connection, specifically authorizes the borrowing upon the credit of the City of Toronto at large of the principal amount of \$6,250,000.00 to provide long-term financing for the Capital Works by issuing therefor a sinking fund debenture with a term of approximately twenty years which term is within the maximum authorized term of years for the Capital Works set out in Column 6 of Schedule "A".

2. The Mayor and the Chief Financial Officer and Treasurer are hereby authorized to cause the Debenture, as described in Section 1 above, payable on the 10th day of July, 2040 to be issued to CMHC for such amounts of money as may be required for the Capital Works, not exceeding the said principal amount of \$6,250,000.00. The Debenture shall bear the seal of the City of Toronto and the signatures of the Mayor and the Chief Financial Officer and Treasurer. The seal of the City of Toronto and the signatures referred to in this section may be printed, lithographed, engraved or otherwise mechanically reproduced. The Debenture is sufficiently signed if they bear the required signatures and each person signing has the authority to do so on the date he or she signs. The Debenture shall be in fully registered form as one or more certificates in the aggregate principal amount of \$6,250,000.00 in the name of CMHC or as CMHC may otherwise direct, substantially in the form attached as Schedule "B" hereto and forming part of this By-law with provision for payment of principal at maturity, electronically in final and irrevocable same-day funds or on such terms as to which the registered holder and the City of Toronto may agree.
3.
 - (1) The Debenture shall be dated the [th day of , 2020], and as to both principal and any interest shall be expressed and be payable in lawful money of Canada. The Debenture shall be issued for a term of approximately twenty years bearing interest at the rate of 0% per annum and shall be payable as to principal on the 10th day of July, 2040. The estimated additional amount of \$221,006.73 shall be deposited annually by the Chief Financial Officer and Treasurer, or another authorized official of the City of Toronto, into the sinking fund established for the Debenture (the "**Sinking Fund**"), commencing on July 10, 2021, which amount, with interest compounded annually, will be sufficient to pay the principal of the Debenture at maturity (the 10th day of July, 2040), all as required by the relevant authorities including the provisions of the Act, the regulations made thereunder, the City Policy and this By-law.
 - (2) In respect of the Debenture there shall be raised in each year during their currency as part of the general levy, an amount the estimated amount of \$221,006.73 for deposit into the Sinking Fund, commencing on July 10, 2021, for the payment of the principal of the Debenture at maturity. In each such year, for the Capital Works, the said amount for the sinking fund contribution shall be raised as part of the general levy to the extent that the amounts have not been provided for by any other available source including other taxes or fees or charges levied or imposed on persons or property by a by-law of any municipality.
 - (3) Payments in respect of principal of and interest on the Debenture (and deposits into the Sinking Fund) shall be made only on a day on which banking institutions in Toronto, Ontario are not authorized or obligated by law or executive order to be closed (a "**Business Day**") and if any date for payment is not a Business Day, payment shall be made on the

next following Business Day and no further interest shall be paid in respect of the delay in such payment.

4. If any payment is not paid when due (whether by acceleration or otherwise), the City of Toronto agrees to pay to CMHC a late payment fee equal to 2% of the payment amount, subject to CMHC agreeing in its sole discretion to waive the same in writing within thirty (30) days. After the occurrence and during the continuation of a default, the City of Toronto agrees that CMHC may, without notice, increase the applicable interest rate to 5% per annum; provided that this paragraph shall not be deemed to constitute a waiver of any default or an agreement by CMHC to permit any late payments whatsoever. Any amounts payable by the City of Toronto as interest on overdue principal or interest in respect of the Debenture shall be paid out of current revenue. Whenever it is necessary to compute any amount of interest in respect of the Debenture for a period of less than one full year, other than with respect to regular interest payments, such interest shall be calculated on the basis of the actual number of days in the period and a year of 365 days or 366 days, if applicable.
5. The Debenture may contain any provision for their registration thereof authorized by any statute relating to municipal debentures in force at the time of the issue thereof.
6. The City of Toronto shall maintain a registry in respect of the Debenture in which shall be recorded the names and the addresses of the registered holders and particulars of the debentures held by them respectively and in which particulars of the cancellations, exchanges, substitutions and transfers of the Debentures or part thereof (if any) may be recorded and the City of Toronto is authorized to use electronic, magnetic or other media for records of or related to any such debentures or for copies of them.
7. The City of Toronto shall not be bound to see to the execution of any trust affecting the ownership of the Debenture or be affected by notice of any equity that may be subsisting in respect thereof. The City of Toronto shall deem and treat the registered holder of the Debenture as the absolute owner thereof for all purposes whatsoever notwithstanding any notice to the contrary and all payments to or to the order of the registered holder shall be valid and effectual to discharge the liability of the City of Toronto on the Debenture to the extent of the amount or amounts so paid.
8. The Debenture is transferable or exchangeable at the office of the Chief Financial Officer and Treasurer upon presentation for such purpose accompanied by an instrument of transfer or exchange in a form approved by the City of Toronto and which form is in accordance with the prevailing Canadian transfer legislation and practices, executed by the registered holder thereof or such holder's duly authorized attorney or legal personal representative, whereupon and upon registration of such transfer or exchange and cancellation of the Debenture, the Mayor and the Chief Financial Officer and Treasurer shall issue and deliver one or more new debenture or debentures of an equal aggregate principal amount in any authorized denomination or denominations as directed by the transferor, in the case of a transfer or as directed by the registered holder in the case of an exchange.
9. The Mayor and the Chief Financial Officer and Treasurer shall issue and deliver one or more new debenture or debentures in exchange or substitution for any debenture

outstanding on the registry with the same maturity date and of like form which have become mutilated, defaced, lost, subject to a mysterious or unexplainable disappearance, stolen, destroyed or dematerialized, provided that the applicant therefor shall have: (a) paid such costs as may have been incurred in connection therewith; (b) (in the case when a debenture is mutilated, defaced, lost, mysteriously or unexplainably missing, stolen, destroyed or dematerialized) furnished the City of Toronto with such evidence (including evidence as to the certificate number of the debenture in question) and indemnity in respect thereof satisfactory to the City of Toronto in its discretion; and (c) surrendered to the City of Toronto any mutilated or defaced debenture in respect of which new debenture(s) are to be issued in substitution.

10. Any debenture issued upon any registration of transfer or exchange or in substitution for the Debenture or part thereof shall carry all the rights to interest if any, accrued and unpaid which were carried by the Debenture or part thereof and shall be so dated and shall bear the same maturity date and, subject to the provisions of this By-law, shall be subject to the same terms and conditions as the Debenture.
11. The cost of all transfers and exchanges, including the printing of authorized denominations of any new debenture, shall be borne by the City of Toronto. When any of the debentures are surrendered for transfer or exchange the Chief Financial Officer and Treasurer shall:
 - (a) in the case of an exchange, cancel and destroy the debenture surrendered for exchange;
 - (b) in the case of an exchange, certify the cancellation and destruction in the registry;
 - (c) enter in the registry particulars of the new debenture or debentures issued in exchange; and
 - (d) in the case of a transfer, enter in the registry the name of the registered holder as directed by the transferor.
12. Subject to an agreement that the City of Toronto may enter into to the contrary, reasonable fees may be imposed by the City of Toronto for the substitution of a new debenture or new debentures for any of the debentures that are mutilated, defaced, lost, mysteriously or unexplainably missing, stolen, destroyed or dematerialized and for the replacement of any of the interest cheques that are mutilated, defaced, lost, mysteriously or unexplainably missing, stolen or destroyed. When new debentures are issued in substitution in these circumstances the City of Toronto shall:
 - (a) treat as cancelled and destroyed the debentures in respect of which new debentures will be issued in substitution;
 - (b) certify the deemed cancellation and destruction in the registry;
 - (c) enter in the registry particulars of the new debentures issued in substitution; and
 - (d) make a notation of any indemnities provided.
13. Except as otherwise expressly provided herein, any notice required to be given to the registered holder of the Debenture will be sufficiently given if a copy of such notice is mailed or otherwise delivered to the registered address of such registered holder.
14.
 - (1) The Mayor and the Chief Financial Officer and Treasurer are hereby authorized to cause the Debenture to be issued in connection with the Agreement, and the City Clerk is authorized to affix the seal of the City of Toronto to the Debenture.
 - (2) The execution and delivery to CMHC by the Mayor, the Chief Financial Officer and Treasurer and any other duly authorized official of the City of Toronto of the

Agreement and any documents or papers in connection therewith prior to the passing of this By-law are hereby confirmed, ratified, and approved as of the date of execution and delivery, and the City Clerk is authorized to affix the seal of the City of Toronto to any such documents or papers.

(3) The money received by the City of Toronto from the issuance of the Debenture, including any premium, and any earnings derived from the investment of that money, after providing for the expenses related to their issue, if any, shall be apportioned and applied to the Capital Works, and to no other purpose except as permitted by the relevant authorities including the Act, the regulations made thereunder, the City of Toronto Municipal Code and the City Policy.

15. Subject to the City of Toronto's Statement of Investment Policy and Procedures and the applicable legislation, the City of Toronto and the City of Toronto Investment Board may, if the City of Toronto is not in default under the Debenture, at any time purchase the Debenture in the open market or by tender or by private contract at any price and on such terms and conditions (including, without limitation, the manner by which any tender offer may be communicated or accepted and the persons to whom it may be addressed) as the City of Toronto may in its discretion determine.

16. This By-law comes into force on the day it is passed.

Enacted and passed this [th day of], 2020.

Mayor John Tory

Chair, Debenture Committee

Ulli S. Watkiss,

City Clerk

(Seal of the City)

City of Toronto

Schedule "A"

Corporate Finance Division 20 Year Issuance

Capital Work	Principal Amount (S)	Total Repayment Years	Authorizing By-laws Nos.	Relevant City Council Meeting Dates	Maximum Years Approved by Council
1	2	3	4	5	6
Capital Expenditures in connection with the Modular Homes Project (CC20.6)	6,250,000.00	20	362-2020	April 30, 2020	20

City of Toronto

Schedule "B"

Corporate Finance Division 20 Year Issuance

No.

C A N A D A

Province of Ontario

CITY OF TORONTO

FULLY REGISTERED 0% SINKING FUND DEBENTURE

CITY OF TORONTO (the "Issuer"), for value received, hereby promises to pay to

CANADA MORTGAGE AND HOUSING CORPORATION

or registered assigns, subject to the Conditions attached hereto which form part hereof (the "Conditions"), on the maturity date of this Debenture (July 10, 2040), the principal amount of

SIX MILLION, TWO HUNDRED FIFTY DOLLARS

----- (\$6,250,000.00) -----

in lawful money of Canada, and to pay any interest thereon until the maturity date of this Debenture in like money with the first interest payment to be made on January 1, 2021 and thereafter in semi-annual payments to be made on July 1 and January 1, commencing on January 1, 2021, in each year (each, a "Payment Date") or from the last date on which interest has been paid on this Debenture, whichever is later, at the rate of 0% per annum in arrears in the manner provided in the Conditions. Subject to the Conditions, interest shall be paid on default at a rate of 5% per annum both before and after default and judgment. The payments of interest, the additional amount to be deposited into the applicable sinking fund and the principal balance outstanding in each year are shown in the Schedule on the reverse side hereof.

This Debenture is subject to the Conditions.

DATED at the City of Toronto the [th day of , 2020.]

IN TESTIMONY WHEREOF and under the authority of the debenture by-law duly passed by the Debenture Committee of the Issuer on the [th day of , 2020] (the "Debenture By-law"), pursuant to which this Debenture is authorized and issued, this Debenture is sealed with the seal of the Issuer and signed by the Mayor and by the Chief Financial Officer and Treasurer, thereof.

Date of Registration [, 2020]

Mayor

(seal)

Chief Financial Officer and Treasurer

SCHEDULE

Year	Interest Rate	Interest Payment		Total Annual Interest Payment	Annual Sinking Fund Contribution	Principal Balance Outstanding
		01-Jan	01-Jul			
	%	\$	\$	\$	10-Jul	\$
2020	0.00	0.00	0.00	0.00	--	6,250,000.00
2021	0.00	0.00	0.00	0.00	221,006.73	6,250,000.00
2022	0.00	0.00	0.00	0.00	221,006.73	6,250,000.00
2023	0.00	0.00	0.00	0.00	221,006.73	6,250,000.00
2024	0.00	0.00	0.00	0.00	221,006.73	6,250,000.00
2025	0.00	0.00	0.00	0.00	221,006.73	6,250,000.00
2026	0.00	0.00	0.00	0.00	221,006.73	6,250,000.00
2027	0.00	0.00	0.00	0.00	221,006.73	6,250,000.00
2028	0.00	0.00	0.00	0.00	221,006.73	6,250,000.00
2029	0.00	0.00	0.00	0.00	221,006.73	6,250,000.00
2030	0.00	0.00	0.00	0.00	221,006.73	6,250,000.00
2031	0.00	0.00	0.00	0.00	221,006.73	6,250,000.00
2032	0.00	0.00	0.00	0.00	221,006.73	6,250,000.00
2033	0.00	0.00	0.00	0.00	221,006.73	6,250,000.00
2034	0.00	0.00	0.00	0.00	221,006.73	6,250,000.00
2035	0.00	0.00	0.00	0.00	221,006.73	6,250,000.00
2036	0.00	0.00	0.00	0.00	221,006.73	6,250,000.00
2037	0.00	0.00	0.00	0.00	221,006.73	6,250,000.00
2038	0.00	0.00	0.00	0.00	221,006.73	6,250,000.00
2039	0.00	0.00	0.00	0.00	221,006.73	6,250,000.00
2040	0.00	0.00	0.00	0.00	221,006.73	0.00

LEGAL OPINION

We have examined the Debenture By-law of the Issuer authorizing the issue of sinking fund debentures in the principal amount of \$6,250,000.00 dated [, 2020] and maturing on the 10th day of July, 2040.

The Debenture By-law has been properly passed and is within the legal powers of the Issuer. The sinking fund fully registered debenture certificate issued under the Debenture By-law (the "Debenture") is a direct, general and unsubordinated obligation of the Issuer. The Debenture is enforceable against the Issuer subject to the special jurisdiction and powers of the Local Planning Appeal Tribunal over defaulting municipalities under the *Municipal Affairs Act* (Ontario), as amended. This opinion is subject to and incorporates all the assumptions, qualifications and limitations set out in our opinion letter delivered on the date of the Debenture.

Toronto, [, 2020]

CONDITIONS OF DEBENTURE

1. The debenture issued pursuant to the By-law (the "**Debenture**") is issuable as a fully registered debenture without coupons.
2. The Debenture is a direct, unsecured and unsubordinated obligation of the City of Toronto. The Debenture ranks concurrently and equally in respect of payment of principal and interest with all other debentures of the City of Toronto except for the availability of money in a sinking or retirement fund for a particular issue of debentures.
3. This Debenture is one fully registered debenture registered in the name of CMHC and held by CMHC.
4. The City of Toronto shall maintain at its designated office a registry in respect of the Debenture in which shall be entered the names and the addresses of the registered holders and particulars of the debentures held by them respectively and in which particulars of the cancellation, exchanges, substitutions and transfers of the Debenture or part thereof, may be registered and the City of Toronto is authorized to use electronic, magnetic or other media for records of or related to any such debentures or for copies of them.
5. The City of Toronto shall not be bound to see to the execution of any trust affecting the ownership of the Debenture or be affected by notice of any equity that may be subsisting in respect thereof. The City of Toronto shall deem and treat the registered holder of the Debenture, as the absolute owner thereof for all purposes whatsoever notwithstanding any notice to the contrary and all payments to or to the order of the registered holder shall be valid and effectual to discharge the liability of the City of Toronto on the Debenture to the extent of the sum or sums so paid.
6. The record date for purposes of payment of principal of and interest on the Debenture is as of 5:00 p.m. on the sixteenth calendar day preceding any Payment Date including the maturity date. Principal of and interest on the Debenture are payable by the City of Toronto to the persons registered as holders in the registry on the relevant record date. The City of Toronto shall not be required to register any transfer, exchange or substitution of the Debenture during the period from any record date to the corresponding Payment Date.
7. In each year during the currency of the Debenture, there shall be raised as part of the general levy, the estimated amount of \$221,006.73 for deposit by the City into into the sinking fund established under Debenture By-law (the "**Sinking Fund**") for the payment of the principal of the Debenture at maturity in accordance with the relevant authorities including the provisions of the Debenture By-law, the *City of Toronto Act, 2006*, the regulations made thereunder and the City Policy, as defined in the Debenture By-law.
8. The City of Toronto shall make all payments in respect of principal at maturity of the Debenture, electronically in final and irrevocable same-day funds.

9. The City of Toronto may at any time on not less than thirty (30) days notice to CMHC, prepay all or part of the principal that is then outstanding. In the case of a prepayment of a part of the principal, the amount of such prepayment cannot be less than the sum of one hundred thousand dollars (\$100,000.00). Upon delivery of such notice, the City of Toronto shall be obligated to effect prepayment in accordance with the terms of the notice and this section. Any amounts prepaid may not be re-borrowed.
10. Whenever it is necessary to compute any amount of interest in respect of the Debenture for a period of less than one full year, other than with respect to regular semi-annual interest payments, such interest shall be calculated on the basis of the actual number of days in the period and a year of 365 or 366 days, as appropriate.
11. Payments in respect of the Debenture shall be made only on a day on which banking institutions in Toronto, Ontario, are not authorized or obligated by law or executive order to be closed (a "**Business Day**"), and if any date for payment is not a Business Day, payment shall be made on the next following Business Day and no further interest shall be paid in respect of the delay in such payment.
12. The Debenture may be transferred by CMHC only with the prior written consent of the City of Toronto. Notwithstanding the foregoing, CMHC may transfer the Debenture without the prior consent of the City of Toronto if such transfer is to a successor of CMHC by amalgamation or operation of law or to the federal Government of Canada.
13. The City of Toronto shall issue and deliver one or more new debentures in exchange or substitution for any debenture outstanding on the registry with the same maturity and of like form which have become lost, stolen, mutilated, defaced or destroyed, provided that the applicant therefor shall have: (a) paid such costs as may have been incurred in connection therewith; (b) (in the case of a lost, stolen or destroyed debenture) furnished the City of Toronto with such evidence (including evidence as to the certificate number of the debenture in question) and indemnity in respect thereof satisfactory to the City of Toronto in its discretion; and (c) surrendered to the City of Toronto any mutilated or defaced debenture in respect of which new the debenture(s) are to be issued in substitution.
14. Any debenture issued upon any registration of transfer or exchange or in substitution for the Debenture or part thereof shall carry all the rights to interest if any, accrued and unpaid which were carried by the Debenture or part thereof and shall be so dated and shall bear the same maturity date and, subject to the provisions of the By-law, shall be subject to the same terms and conditions as the Debenture.
15. The cost of all transfers and exchanges, including the printing of authorized denominations of any new debenture shall be borne by the City of Toronto. When any of the debentures are surrendered for transfer or exchange to the Deputy City Manager and the Chief Financial Officer of the City of Toronto shall: (a) in the case of an exchange, cancel and destroy the debenture surrendered for exchange; (b) in the case of an exchange, certify the cancellation and destruction in the registry; and (c) enter in the registry particulars of the new debenture or debentures issued in exchange.

16. Reasonable fees for the substitution of a new debenture or debentures for any debenture that is lost, stolen, mutilated, defaced or destroyed and for the replacement of lost, stolen, mutilated, defaced or destroyed principal and interest cheques may be imposed by the City of Toronto. Where new debentures are issued in substitution in these circumstances the City of Toronto shall: (a) treat as cancelled and destroyed the debentures in respect of which new debentures will be issued in substitution; (b) certify the deemed cancellation and destruction in the registry; (c) enter in the registry particulars of the new debentures issued in substitution; and (d) make a notation of any indemnities provided.
17. Except as otherwise expressly provided herein, any notice required to be given to the registered holder of the Debenture will be sufficiently given if a copy of such notice is mailed or otherwise delivered to the registered address of such registered holder. If the City of Toronto or any registered holder is required to give any notice in connection with the Debenture on or before any day and that day is not a Business Day then such notice may be given on the next following Business Day.
18. This Debenture is issued in connection with the Affordable Rental Housing Innovation Fund Contribution and Loan Agreement dated June 12, 2020 between CMHC and the City of Toronto (as amended, restated, supplemented, or replaced from time to time, the "**Agreement**") and is subject to the terms and conditions set out therein. In the event of a conflict, ambiguity, or inconsistency between the provisions of this Debenture and the Agreement, the Agreement shall prevail.
19. Unless otherwise expressly provided herein, any reference herein to a time shall be considered to be a reference to Toronto, Ontario time.
20. The Debenture is governed by and shall be construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable in Ontario.

**Modular Supportive Housing Pilot
Rent Roll**

Unit Type	# of Units	Tenant Rent including Utilities	Housing Benefit	Total Rent/Unit	%AMR	Total Rent/year
Bachelor	55	\$390	\$481	\$871	80%	\$574,860
Bachelor	55	\$497	\$592	\$1089	100%	\$718,740
TOTAL	110					\$1,293,600

Application Reference Number	Client Program	Province	Municipality	Recommended Contribution	Total Number Unit/Bed Verified	Stream	Intervention Type List (groups)	Building Type List (groups)	Building Purpose List (groups)	Proponent Type
	Modular Housing	Ontario	Fort Frances	2399400	7	Projects Stream	Modular	Multiple Building Types	Standard Apartment	Indigenous Group
	KI CMHC Rapid Housing 2020	Ontario	Kitchenuhmaykoosib Aaki 84 (Big Trout Lake)	3062820.37	15	Projects Stream	Modular	Multiple Building Types	Standard Apartment	Indigenous Group
	6 Single Family Homes	Ontario	Shoal Lake (Part) 39A	600000	6	Projects Stream	Modular	Single Family House	Senior Residence	Indigenous Group
	Affordable Housing On-Reserve	Ontario	Manitou Rapids 11	1567131.79	8	Projects Stream	Modular	Multiple Building Types	Standard Apartment	Indigenous Group
	Deer Lake First Nation Community Safe House Village	Ontario	Deer Lake	6466000	25	Projects Stream	Modular	Row House	Multiple Building Purposes	Indigenous Group
	Eagle Lake First Nation - 10 New Homes	Ontario	Eagle Lake 27	2680707	10	Projects Stream	Modular	Multiple Building Types	Multiple Building Purposes	Indigenous Group
	5 Unit - Onondaga	Ontario	Six Nations (Part) 40	1872500	5	Projects Stream	Modular	Row House	Standard Apartment	Indigenous Group
	Community Housing II	Ontario	Gull River 55	2350000	10	Projects Stream	Modular	Single Family House	Standard Apartment	Indigenous Group
	Maple Ridge Project	Ontario	Sagamok	910080	6	Projects Stream	Modular	Multiple Building Types	Standard Apartment	Indigenous Group
	Armagh House Expansion	Ontario	Mississauga	2365914	10	Projects Stream	Modular	Low-rise Apartment	Transitional Housing	Municipality
	Chippewas of the Thames First Nation Housing Six	Ontario	Chippewas of the Thames First Nation 42	1799245	6	Projects Stream	Modular	Single Family House	Supportive Housing	Indigenous Group
	Frontenac St Townhouse Development Two 8 Plex Units	Ontario	Sault Ste. Marie	2400000	16	Projects Stream	Modular	Low-rise Apartment	Standard Apartment	Indigenous Group
	Webequie FN RHI - Row Housing Development	Ontario	Webequie	3735800	14	Projects Stream	Modular	Multiple Building Types	Standard Apartment	Indigenous Group
	Mish Rapid Housing	Ontario	Osnaburgh 638	764048	5	Projects Stream	Modular	Mobile / RTM	Transitional Housing	Indigenous Group
	Transitional Housing	Ontario	Christian Island 30	1000000	10	Projects Stream	Modular	Other	Transitional Housing	Indigenous Group
	Curve Lake First Nation Housing	Ontario	Curve Lake First Nation 85	1089180	6	Projects Stream	Modular	Single Family House	Multiple Building Purposes	Indigenous Group
	425 Coxwell Ave	Ontario	Toronto	3272000	12	Projects Stream	Modular	Low-rise Apartment	Standard Apartment	Municipality
	75 Tandridge Cres	Ontario	Toronto	15180000	56	Projects Stream	Modular	Low-rise Apartment	Supportive Housing	Municipality
	215 Wellesley St East	Ontario	Toronto	16295500	48	Projects Stream	Modular	Low-rise Apartment	Supportive Housing	Municipality

s.18(a)
s.20(1)(b)
s.20(1)(c)
s.20(1)(d)

Application Reference Number	Client Program	Status Reason	Province	Municipality	Total Funding Requested	Total Number Units	Stream	Intervention Type List (groups)	Building Type List (groups)	Building Purpose List (groups)	Proponent Type
		On Hold					Projects Stream	Modular	Low-rise Apartment	Supportive Housing	Not-for-profit housing/Co-op
		On Hold					Projects Stream	Modular	Duplex	Multiple Building Purposes	Indigenous Group
		On Hold					Projects Stream	Multiple Intervention Types	Low-rise Apartment	Standard Apartment	Not-for-profit housing/Co-op
		On Hold					Projects Stream	Modular	Row House	Standard Apartment	Not-for-profit housing/Co-op
		On Hold					Projects Stream	Modular	Low-rise Apartment	Standard Apartment	Indigenous Group
		On Hold					Projects Stream	Modular	Multiple Building Types	Standard Apartment	Indigenous Group
		On Hold					Projects Stream	Modular	Single Family House	Multiple Building Purposes	Indigenous Group
		On Hold					Projects Stream	Modular	Single Family House	Standard Apartment	Indigenous Group
		On Hold					Projects Stream	Modular	Single Family House	Supportive Housing	Indigenous Group
		On Hold					Projects Stream	Modular	Low-rise Apartment	Standard Apartment	Indigenous Group
		On Hold					Projects Stream	Modular	Multiple Building Types	Standard Apartment	Indigenous Group
		On Hold					Projects Stream	Modular	Multiple Building Types	Multiple Building Purposes	Indigenous Group
		On Hold					Projects Stream	Modular	Low-rise Apartment	Supportive Housing	Municipality
		On Hold					Projects Stream	Modular	Single Family House	Supportive Housing	Indigenous Group
		On Hold					Projects Stream	Multiple Intervention Types	Single Family House	Standard Apartment	Indigenous Group
		On Hold					Projects Stream	Modular	Four-plex	Supportive Housing	Indigenous Group
		On Hold					Projects Stream	Modular	Single Family House	Standard Apartment	Indigenous Group

s.18(a)
s.20(1)(b)
s.20(1)(c)
s.20(1)(d)

On Hold	Projects Stream	Modular	Single Family House	Standard Apartment	Indigenous Group
On Hold	Projects Stream	Modular	Single Family House	Other	Indigenous Group
On Hold	Projects Stream	Modular	Single Family House	Standard Apartment	Indigenous Group
On Hold	Projects Stream	Modular	Single Family House	Standard Apartment	Indigenous Group
On Hold	Projects Stream	Multiple Intervention Types	Multiple Building Types	Multiple Building Purposes	Municipality
On Hold	Projects Stream	Modular	Row House	Supportive Housing	Municipality
On Hold	Projects Stream	Modular	Row House	Standard Apartment	Indigenous Group
On Hold	Projects Stream	Modular	High-rise Apartment	Supportive Housing	Not-for-profit housing/Co-op
On Hold	Projects Stream	Modular	Four-plex	Senior Residence	Indigenous Group
On Hold	Projects Stream	Modular	Low-rise Apartment	Transitional Housing	Not-for-profit housing/Co-op
On Hold	Projects Stream	Modular	Low-rise Apartment	Supportive Housing	Municipality
On Hold	Projects Stream	Modular	High-rise Apartment	Transitional Housing	Not-for-profit housing/Co-op
On Hold	Projects Stream	Modular	Low-rise Apartment	Transitional Housing	Not-for-profit housing/Co-op
On Hold	Projects Stream	Modular	Single Family House	Multiple Building Purposes	Indigenous Group
On Hold	Projects Stream	Modular	Low-rise Apartment	Standard Apartment	Municipality
On Hold	Projects Stream	Modular	Other	Standard Apartment	Not-for-profit housing/Co-op

s.18(a)
s.20(1)(b)
s.20(1)(c)
s.20(1)(d)

<u>On Hold</u>	Projects Stream	Modular	Single Family House	Standard Apartment	Indigenous Group
<u>On Hold</u>	Projects Stream	Modular	Single Family House	Supportive Housing	Indigenous Group
<u>On Hold</u>	Projects Stream	Modular	Four-plex	Standard Apartment	Indigenous Group
<u>On Hold</u>	Projects Stream	Modular	Low-rise Apartment	Standard Apartment	Not-for-profit housing/Co-op
<u>On Hold</u>	Projects Stream	Multiple Intervention Types	Multiple Building Types	Multiple Building Purposes	Indigenous Group
<u>On Hold</u>	Projects Stream	Modular	Low-rise Apartment	Supportive Housing	Not-for-profit housing/Co-op
<u>On Hold</u>	Projects Stream	Modular	Triplex	Standard Apartment	Indigenous Group
<u>On Hold</u>	Projects Stream	Modular	Four-plex	Standard Apartment	Indigenous Group
<u>On Hold</u>	Projects Stream	Modular	Low-rise Apartment	Supportive Housing	Not-for-profit housing/Co-op
<u>On Hold</u>	Projects Stream	Modular	Low-rise Apartment	Standard Apartment	Municipality
<u>On Hold</u>	Projects Stream	Modular	Low-rise Apartment	Supportive Housing	Not-for-profit housing/Co-op
<u>On Hold</u>	Projects Stream	Modular	Other	Supportive Housing	Not-for-profit housing/Co-op
<u>On Hold</u>	Projects Stream	Modular	Single Family House	Standard Apartment	Indigenous Group
<u>On Hold</u>	Projects Stream	Modular	Low-rise Apartment	Supportive Housing	Not-for-profit housing/Co-op
<u>On Hold</u>	Projects Stream	Modular	Other	Standard Apartment	Indigenous Group

s.18(a)
s.20(1)(b)
s.20(1)(c)
s.20(1)(d)

On Hold	Projects Stream	Modular	Single Family House	Standard Apartment	Indigenous Group
On Hold	Projects Stream	Modular	Low-rise Apartment	Senior Residence	Not-for-profit housing/Co-op
On Hold	Projects Stream	Modular	Single Family House	Standard Apartment	Indigenous Group
On Hold	Projects Stream	Multiple Intervention Types	Multiple Building Types	Standard Apartment	Indigenous Group
On Hold	Projects Stream	Modular	Multiple Building Types	Multiple Building Purposes	Indigenous Group
On Hold	Projects Stream	Modular	Duplex	Standard Apartment	Indigenous Group
On Hold	Projects Stream	Modular	Row House	Standard Apartment	Indigenous Group
On Hold	Projects Stream	Modular	Other	Supportive Housing	Not-for-profit housing/Co-op
On Hold	Projects Stream	Modular	Multiple Building Types	Supportive Housing	Indigenous Group
On Hold	Projects Stream	Modular	Single Family House	Standard Apartment	Indigenous Group
On Hold	Projects Stream	Modular	Triplex	Supportive Housing	Indigenous Group
On Hold	Projects Stream	Modular	Multiple Building Types	Standard Apartment	Indigenous Group
On Hold	Projects Stream	Modular	Four-plex	Standard Apartment	Indigenous Group
On Hold	Projects Stream	Modular	Multiple Building Types	Standard Apartment	Indigenous Group
On Hold	Projects Stream	Modular	Duplex	Supportive Housing	Indigenous Group
On Hold	Projects Stream	Modular	Other	Transitional Housing	Municipality
On Hold	Projects Stream	Modular	Row House	Multiple Building Purposes	Indigenous Group
On Hold	Projects Stream	Multiple Intervention Types	Multiple Building Types	Standard Apartment	Not-for-profit housing/Co-op

s.18(a)
s.20(1)(b)
s.20(1)(c)
s.20(1)(d)

<u>On Hold</u>	Projects Stream	Modular	Low-rise Apartment	Standard Apartment	Not-for-profit housing/Co-op
<u>On Hold</u>	Projects Stream	Modular	Low-rise Apartment	Standard Apartment	Municipality
<u>On Hold</u>	Projects Stream	Modular	Four-plex	Multiple Building Purposes	Indigenous Group
<u>On Hold</u>	Projects Stream	Modular	Row House	Standard Apartment	Indigenous Group
<u>On Hold</u>	Projects Stream	Modular	Mobile / RTM	Transitional Housing	Municipality
<u>On Hold</u>	Projects Stream	Modular	Low-rise Apartment	Standard Apartment	Municipality
<u>On Hold</u>	Projects Stream	Modular	Other	Supportive Housing	Not-for-profit housing/Co-op
<u>On Hold</u>	Projects Stream	Modular	Multiple Building Types	Multiple Building Purposes	Municipality
<u>On Hold</u>	Projects Stream	Modular	Low-rise Apartment	Transitional Housing	Not-for-profit housing/Co-op
<u>On Hold</u>	Projects Stream	Modular	Low-rise Apartment	Standard Apartment	Municipality
<u>On Hold</u>	Projects Stream	Modular	Low-rise Apartment	Standard Apartment	Municipality
<u>On Hold</u>	Projects Stream	Modular	Triplex	Senior Residence	Indigenous Group
<u>On Hold</u>	Projects Stream	Modular	Triplex	Supportive Housing	Indigenous Group
<u>On Hold</u>	Projects Stream	Multiple Intervention Types	Multiple Building Types	Multiple Building Purposes	Municipality
<u>On Hold</u>	Projects Stream	Modular	Low-rise Apartment	Standard Apartment	Not-for-profit housing/Co-op
<u>On Hold</u>	Projects Stream	Modular	Other	Transitional Housing	Not-for-profit housing/Co-op

s.18(a)
s.20(1)(b)
s.20(1)(c)
s.20(1)(d)

On Hold	Projects Stream	Multiple Intervention Types	Multiple Building Types	Multiple Building Purposes	Indigenous Group
On Hold	Projects Stream	Modular	Multiple Building Types	Supportive Housing	Indigenous Group
On Hold	Projects Stream	Modular	Low-rise Apartment	Senior Residence	Municipality
On Hold	Projects Stream	Modular	Row House	Supportive Housing	Indigenous Group
On Hold	Projects Stream	Modular	Single Family House	Standard Apartment	Indigenous Group
On Hold	Projects Stream	Modular	Low-rise Apartment	Supportive Housing	Other (Please specify)
On Hold	Projects Stream	Modular	Row House	Supportive Housing	Indigenous Group
On Hold	Projects Stream	Modular	Multiple Building Types	Standard Apartment	Indigenous Group
On Hold	Projects Stream	Modular	Multiple Building Types	Standard Apartment	Indigenous Group
On Hold	Projects Stream	Modular	Row House	Standard Apartment	Indigenous Group
On Hold	Projects Stream	Modular	Multiple Building Types	Multiple Building Purposes	Indigenous Group
On Hold	Projects Stream	Modular	Low-rise Apartment	Senior Residence	Municipality
On Hold	Projects Stream	Modular	Low-rise Apartment	Supportive Housing	Municipality
On Hold	Projects Stream	Modular	Other	Standard Apartment	Indigenous Group
On Hold	Projects Stream	Modular	Other	Standard Apartment	Indigenous Group
On Hold	Projects Stream	Modular	Single Family House	Standard Apartment	Indigenous Group
On Hold	Projects Stream	Modular	Other	Supportive Housing	Indigenous Group
On Hold	Projects Stream	Modular	Low-rise Apartment	Standard Apartment	Municipality
On Hold	Projects Stream	Modular	Low-rise Apartment	Standard Apartment	Municipality
On Hold	Projects Stream	Modular	Low-rise Apartment	Supportive Housing	Municipality
On Hold	Projects Stream	Modular	Low-rise Apartment	Standard Apartment	Municipality

s.18(a)
s.20(1)(b)
s.20(1)(c)
s.20(1)(d)

On Hold	Projects Stream	Modular	Low-rise Apartment	Supportive Housing	Municipality
On Hold	Projects Stream	Modular	Low-rise Apartment	Supportive Housing	Municipality
On Hold	Projects Stream	Modular	Low-rise Apartment	Supportive Housing	Municipality
On Hold	Projects Stream	Modular	Low-rise Apartment	Standard Apartment	Municipality
On Hold	Projects Stream	Modular	Low-rise Apartment	Supportive Housing	Municipality
On Hold	Projects Stream	Modular	Low-rise Apartment	Supportive Housing	Municipality
On Hold	Projects Stream	Modular	Low-rise Apartment	Supportive Housing	Municipality
On Hold	Projects Stream	Modular	Low-rise Apartment	Supportive Housing	Municipality
On Hold	Projects Stream	Modular	Low-rise Apartment	Standard Apartment	Municipality
On Hold	Projects Stream	Modular	Low-rise Apartment	Standard Apartment	Municipality
On Hold	Projects Stream	Modular	Low-rise Apartment	Transitional Housing	Municipality
On Hold	Projects Stream	Modular	Row House	Supportive Housing	Municipality
On Hold	Projects Stream	Modular	Row House	Supportive Housing	Municipality
On Hold	Projects Stream	Modular	Row House	Supportive Housing	Municipality
On Hold	Projects Stream	Modular	Low-rise Apartment	Standard Apartment	Municipality
On Hold	Projects Stream	Modular	Low-rise Apartment	Standard Apartment	Municipality
On Hold	Projects Stream	Modular	Low-rise Apartment	Supportive Housing	Municipality
On Hold	Projects Stream	Modular	Low-rise Apartment	Supportive Housing	Municipality
On Hold	Projects Stream	Modular	Low-rise Apartment	Supportive Housing	Municipality
On Hold	Projects Stream	Modular	Low-rise Apartment	Transitional Housing	Municipality
On Hold	Projects Stream	Modular	Single Family House	Standard Apartment	Indigenous Group




















APPENDIX B - CREATE TO - MERX POST-AWARD NOTIFICATION LIST -

CreateTO (Build Toronto, TPLC) Bid Opportunities

CreateTO (Build Toronto, TPLC)'s Open and Closed Solicitations are posted below. Please [register](#) or [login](#) to see details of all open opportunities.

Open Solicitations **Closed Solicitations** Bid Results Awarded Solicitations

Solicitation Number (A-Z)

RFSQ#2022-006 RFSQ#2022-006 - Civil Engineering Services Roster Toronto, ON, CAN	 Published 2022/01/13  Closed 2022/02/09
RFQ#2021-078 Sinkhole Repairs 320 Unwin Ave Toronto, ON, CAN	 Published 2021/11/15  Closed 2021/12/13
RFSQ#2021-077 Brokerage and Advisory Services Roster Toronto, ON, CAN	 Published 2021/11/08  Closed 2021/11/24
RFP#2021-068 Fire Safety Code - 1117 Dundas, 150 Queens Wharf & Danforth Garage Ontario, CAN	 Published 2021/10/06  Closed 2021/10/27
RFP#2021-065 RFP#2021-065 Structural Design - Net Zero Emissions Building Toronto, ON, CAN	 Published 2021/10/04  Closed 2021/10/25
RFP#2021-064 1113-1117 Dundas Street West Architectural Services Toronto, ON, CAN	 Published 2021/10/04  Closed 2021/10/29
RFP#2021-008 Fairness Monitoring Services Toronto, ON, CAN	 Published 2021/09/27 2021/10/08  Closed
RFP#2021-036 Winter Maintenance- Toronto Port Lands Toronto, ON, CAN	 Published 2021/08/26  Closed 2021/09/07
RFQ#2021-056 Sink Hole Repairs - 320 Unwin Avenue Toronto, ON, CAN	 Published 2021/08/25  Closed 2021/09/10
RFP#2021-023	 Published 2021/04/23

RFSQ#2021-022 Earthworks and Landscaping Services Toronto, ON, CAN	Published 2021/04/16 Closed 2021/05/06
RFSQ#2021-019 Environmental, Geotechnical and Hydrogeological Services Toronto, ON, CAN	Published 2021/04/01 Closed 2021/04/28
RFP#2021-016 Diversity, Equity and Inclusion Consultant Toronto, ON, CAN	Published 2021/03/09 Closed 2021/04/06
RFSQ#2020-052 Architectural Services Roster Toronto, ON, CAN	Published 2020/11/03 Closed 2020/12/03
RFSQ#2020-033 General Landscaping Services Roster Toronto, ON, CAN	Published 2020/11/02 Closed 2020/11/27
RFSQ#2020-034 Guardhouse and Mobile Security Services Roster Ontario, CAN	Published 2020/10/28 Closed 2020/11/25
RFSQ#2020-036 Community Engagement, Facilitation and Consultation Services Roster Toronto, ON, CAN	Published 2020/10/08 Closed 2020/11/05
RFP#2020-038 Public Art Consultant Services-New Etobicoke Civic Centre Toronto, ON, CAN	Published 2020/08/21 Closed 2020/09/11
RFSQ#2020-025 Prefabricated Modular Housing Manufacturer Services Toronto, ON, CAN	Published 2020/08/14 Closed 2020/09/25
RFP#2020-026 Community Engagement, Facilitation and Consultation - Multiple Projects Toronto, ON, CAN	Published 2020/07/23 Closed 2020/08/20
RFP#2020-021 Theatre Consulting Services - 27 Front St. E Toronto, ON, CAN	Published 2020/06/02 Closed 2020/06/26
RFSQ#2020-011 Landscape Architecture Services Canada	Published 2020/04/09 Closed 2020/05/08
RFP 2019-002 (CTO) Industrial Yards Modernization Study Canada	Published 2019/02/11 Closed 2019/03/08
RFP2019-001(CTO) CWRE Asset Management Practice Canada	Published 2019/01/28 Closed 2019/02/26

We use cookies to provide you with the best possible experience and to help us better understand how our site is used. We take the protection of your personal data very seriously. Please see our [Privacy Policy](#) for more details. By continuing to use this site, you consent to our use of cookies.

**APPENDIX C - STAN CHO - LETTER TO MINISTER CLARK -
CONCERNS REGARDING PROPER CONSULTATION -**



STAN CHO, MPP
Willowdale

Constituency Office:
111 Sheppard Ave West,
North York, ON M2N 1M7
Tel: 416-733-7878
Fax: 416-733-7709
Email: stan.cho@pc.ola.org

Ministry of Finance:
7 Queen's Park Cres E, 7th Floor
Parliamentary Assistant's Office
Toronto, ON M7A 1Z5
Tel: 416-325-0400

March 10, 2021

Honourable Steve Clark
Minister of Municipal Affairs and Housing
College Park 17th Floor,
777 Bay St,
Toronto, ON M7A 2J3

Dear Minister Clark,

I write to respectfully urge you at this time, to refrain from signing a Ministerial Zoning Order (MZO) that would accelerate the construction of a proposed modular housing project to be built at 175 Cummer Avenue, until the City of Toronto has adequately consulted with our community and considered the input of local residents.

Minister, I applaud this initiative as well as the work our government has done to combat homelessness during COVID-19, including the \$765 million Social Services Relief Fund investment your ministry has provided municipalities to build long-term affordable housing and support vulnerable people.

As you know, this proposed housing project is part of a federal government initiative to rapidly build modular housing units for those without a permanent home and who have been most adversely affected by the outbreak of COVID-19.

However, the federal government's Rapid Housing Initiative is designed to build affordable housing extremely quickly, without any consideration given to adequate public consultation on the projects or site selection.

.../cont.



STAN CHO, MPP
Willowdale

Constituency Office:
111 Sheppard Ave West,
North York, ON M2N 1M7
Tel: 416-733-7878
Fax: 416-733-7709
Email: stan.cho@pc.ola.org

Ministry of Finance:
7 Queen's Park Cres E, 7th Floor
Parliamentary Assistant's Office
Toronto, ON M7A 1Z5
Tel: 416-325-0400

- 2 -

Local consultation is critically important in Willowdale and across Toronto. Despite claims of widespread community support by our City Councillor, there simply has not been enough time or information to ensure this new proposed project will be successful for both our community and future tenants of this project.

As you know, your Ministry moved quickly to accelerate the construction of new affordable housing in Toronto's West Don Lands. However, the City of Toronto asked you to slow down the process and consult with the local community. I was pleased to see that you accepted the City's request and began public consultation with the community.

That's why I was surprised to hear from our Councillor and the City that they want you to issue an MZO that would cut through adequate community consultation in Willowdale. I am simply asking that the City of Toronto give the same respect to Willowdalers as they do to residents of the West Don Lands.

Typically, these types of projects take months of local consultation and environmental study simply to get a development application. In this case, the project was discussed at the Planning and Housing Committee on March 2nd and officially submitted to Toronto City Council on March 5th. The issue was voted on by Council *today*, March 10th, just days after the initial submission.

Minister, Willowdalers care about their neighbours and they want to support those most vulnerable in our province. Our community has welcomed affordable housing projects and a center for refugees with open arms.

.../cont.



STAN CHO, MPP
Willowdale

Constituency Office:
111 Sheppard Ave West,
North York, ON M2N 1M7
Tel: 416-733-7878
Fax: 416-733-7709
Email: stan.cho@pc.ola.org

Ministry of Finance:
7 Queen's Park Cres E, 7th Floor
Parliamentary Assistant's Office
Toronto, ON M7A 1Z5
Tel: 416-325-0400

- 3 -

Along with my constituents and neighbours, I urge you to only consider an MZO for the proposed modular housing project at 175 Cummer Avenue after a proper, community-based consultation process has taken place.

Respectfully,

A handwritten signature in blue ink, appearing to read 'Stan Cho'.

Stan Cho
Member of Provincial Parliament for Willowdale

- c: Bayview-Cummer Neighbourhood Association
- Edithvale-Yonge Community Association
- Silview Community Association
- Willowdale Central Ratepayers Association
- West Willowdale Neighbourhood Association
- West Lansing Homeowners Association
- Yonge-Corridor Condominium Association



APPENDIX D - LETTER FROM STAN CHO TO ANA BAILAO OFFER TO WORK TOGETHER TO FIND A NEW SITE IN WILLOWDALE

STAN CHO, MPP
Willowdale

Constituency Office:
111 Sheppard Ave. W.,
North York, ON M2N 1M7
Tel: 416-733-7878
Email: stan.cho@pc.ola.org

Ministry of Transportation Office:
Associate Minister's Office
5th Floor, 777 Bay St.
Toronto, ON M7A 1Z8
Tel: 416-327-9200

January 26, 2022

Dear Councillor Bailão,

I am writing to you today regarding the City of Toronto's request for a Ministerial Zoning Order (MZO) on the site of 175 Cummer Avenue, in my riding of Willowdale.

Toronto is currently facing a significant housing crisis: renters are finding it difficult to find affordable units, young people can't manage to get on the property ladder, and the pandemic has highlighted issues surrounding how we support those with barriers to housing.

With this in mind, I believe it is crucial that we get shovels in the ground on housing projects quickly and without delay. I understand that those who oppose zoning changes all too often do so in order to preserve arbitrary factors in the name of "neighbour character."

Let me clear: This is not the basis of my opposition to an MZO for the project at 175 Cummer Avenue. This location would fail to support those it purports to serve. I have previously raised concerns about the need for adequate consultation on the suitability of the site. I continue to have concerns surrounding this location.

This is a suburban neighbourhood where those with cars have the easiest time getting around. While we can have worthwhile conversations about the need for widespread walkable communities at a later date, it is clear that 175 Cummer Avenue is not accessible to many essential services.

The nearest large grocery store is 1.9 kilometres away, the closest subway stop is 1.6 kilometres away, the closest pharmacy is 1 kilometre away, the nearest Service Ontario office, where social assistance programs are administered, is nearly 4 kilometres away — simply put, housing those facing significant socioeconomic barriers away from core services is unacceptable. In fact, the location of 175 Cummer Avenue would fit the definition of a "food desert."

Marooning vulnerable people by providing them with housing that does not allow them access to the resources to find permanent housing and stability is a failure. This is not a case of the perfect being the enemy of the good — this site is just not suitable.

We have gotten this right at other locations: supportive housing at 20 Bracebridge Avenue, 877 Yonge Street and 222 Spadina Avenue, 11 Macey Avenue, 321 Dovercourt Road, and 7 Glamorgan Avenue are all close to major intersections, with access to transit and a wide variety of services.

I am committed to working with the City to ensure we can find a more suitable location in Willowdale.

In the end, the people of Willowdale want to ensure vulnerable people get the support they need. I remain committed to working with you and the City to find solutions to these pressing challenges.

Regards,

A handwritten signature in black ink, appearing to read "Stan Cho". The signature is fluid and cursive, with a large loop at the beginning and a long horizontal stroke extending to the right.

Stan Cho
MPP, Willowdale