

# **Development of Non-Profit Affordable Ownership Housing at Harrison Street and Lakeview Avenue**

**Request for Proposals**

**December 27, 2017**



**NOTICE TO POTENTIAL PROPONENTS**

**REQUEST FOR PROPOSALS**

**Development of Non-Profit Affordable Ownership Housing at  
Harrison Street and Lakeview Avenue**

Please review the attached document and submit your proposal to the address below by the closing deadline of **12:00 noon (local Toronto time) on March 28, 2018**

Proposals will not be considered unless received by the date and time specified above and received at the address specified below. Submissions by facsimile or e-mail will not be accepted.

<b>INFORMATION SESSION</b>	<b>January 19, 2018, 2:00 p.m. – 3:00 p.m.</b> At Metro Hall, 7 <sup>th</sup> Floor CCO Boardroom, Toronto
<b>DEADLINE FOR QUESTIONS (by email only)</b>	<b>March 14, 2018 at 4:00 p.m.</b> All questions should be sent by email to Nadia Lawrence, Housing Development Officer, Affordable Housing Office, at <a href="mailto:Nadia.Lawrence@Toronto.ca">Nadia.Lawrence@Toronto.ca</a>
<b>ADDENDA</b>	Addenda will be issued with answers to questions raised in the Information Session and answers to questions received in writing. Addenda will be posted on the Affordable Housing Office Website <a href="http://www.toronto.ca/affordablehousing">www.toronto.ca/affordablehousing</a>
<b>City Contact:</b> Sean Gadon, Director, Affordable Housing Office Metro Hall, 7 <sup>th</sup> Floor, 55 John Street, Toronto, ON, M5V 3C6 (t) 416-338-1143, (f) 416-392-4219 (e) <a href="mailto:sgadon@toronto.ca">sgadon@toronto.ca</a>	

For convenience you may affix the following address label to the envelope(s) containing your submission.

<b>PROPONENT/COMPANY NAME</b>	
<b>RFP NAME</b>	<b>Development of Non-Profit Affordable Ownership Housing at Harrison Street and Lakeview Avenue</b>
<b>CLOSING DEADLINE</b>	<b>12:00 Noon (Local Toronto Time) March 28, 2018</b>
<b>DELIVER TO</b>	Sean Gadon, Director Affordable Housing Office, Metro Hall, 7 <sup>th</sup> Floor 55 John Street, Toronto, ON, M5V 3C6

The City of Toronto will not be held responsible for submission documents submitted in envelope(s) that are not labelled in accordance with the above instructions.

**Development of Non-Profit Affordable Ownership Housing  
At Harrison Street and Lakeview Avenue**

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## **1.0 INTRODUCTION**

The City of Toronto's Affordable Housing Office (AHO) is releasing this Request for Proposals (RFP) for the development of 13 affordable ownership homes on City lands in Ward 19 Trinity-Spadina.

146 & 150 Harrison Street and 50 & 54 Lakeview Avenue ("the Site") have a total area of approximately 1.3 acres. The Site is located on the northwest corner of Harrison Street and Dovercourt Road just north of Dundas Street West and extends to include frontage on Lakeview Avenue. Currently on the site is a vacant two-storey building that was formerly the location of Toronto Police Services (TPS) 14 Division. This building is intended to be demolished by the City in the coming months. The Toronto Parking Authority (TPA) operates a public parking lot at 146 Harrison Street and has recently expanded the lot to incorporate parts of the former Police station's parking lot.

Once redeveloped, the Site will include a new park to be built by the City's Parks, Forestry and Recreation Division (PF&R) and a redesigned TPA parking lot. Three parts of the Site will be provided for the development of the affordable homes ("the Housing Sites"). The Site is zoned for residential use and the Draft Reference Plan at Appendix 5 Site Details E outlines the blocks proposed for the various uses. The Parts on the Draft Reference Plan which are intended for housing are parts 2, 4, 5, 8, 11 and 13.

Through this RFP, the City is seeking an experienced and capable non-profit organization to plan and build the homes, as well as deliver an on-going, long-term Affordable Home Ownership Program. The long-term affordability component means the City is seeking a group with a viable plan to keep the homes affordable from one homeowner to the next. The Successful Proponent is expected to keep the homes affordable for fifty (50) years (the "Affordability Period"), but Proposals for longer or perpetually affordable homes are encouraged.

The development of the Site will assist the City of Toronto in delivering new affordable homes in support of the objectives, goals and targets of its 10-year affordable housing action plan *Housing Opportunities Toronto 2010 –2020*.

In 2016, the City Council approved the new five-year Open Door Affordable Housing Program. The program is intended to scale up City efforts to achieve Toronto's targets of creating 5,000 new affordable rental homes and 2,000 affordable ownership homes for low and moderate-income residents. The Site was designated through the Open Door Program as a surplus City site for new affordable housing. The Proponent's planning application will be assessed for eligibility for City Planning's expedited Open Door Planning Service.

The City of Toronto will make available home ownership assistance funding from Federal/Provincial and City sources ("Program Loans"). Assuming the continuation of the Federal-Provincial Investment in Affordable Housing Program - Homeownership Component (IAH), up to \$50,000 per home, or a total of \$650,000 for the 13 homes will be made available to support the affordability of the homes. The City will also provide up to \$325,000, or \$25,000 per home, from its Home Ownership Assistance Program (HOAP).

The value of the land and the Program Loan funding will be secured by mortgage charges on the homes. These mortgages will be due at the end of the Affordability Period.

This RFP document reviews the key responsibilities of the Successful Proponent, the City's expectations with respect to the offer to sell the Site, the RFP submission process and how the City will decide on a Successful Proponent. The attached appendices contain, among other things, the legal agreements the Successful Proponent will sign with the City, which provide detail on the various terms and conditions.

The deadline to submit a Proposal is March 28, 2018 at 12:00 p.m. (noon). All other key dates are listed in the Timetable under section 1.3.

**Please note:** There is no “fee for service” associated with this RFP. All costs associated with submitting this proposal, entering into the legal agreements, delivering the Affordable Home Ownership Housing and Program Loans, and administering the related mortgage charges during the Affordability Period, must be absorbed by the Successful Proponent.

## **1.1 City Priorities for the Housing Sites**

The City's priorities for this RFP are to select the best Proponent that will:

- Build good-quality affordable ownership housing;
- Work with eligible purchasers to ensure the successful transition into homeownership;
- Efficiently and effectively deliver new affordable ownership homes and down payment assistance to eligible purchasers;
- Ensure that construction starts in a timely manner, and;
- Allow for on-going, long-term or perpetual affordability from one eligible homeowner to the next.

## **1.2 Who Should Apply**

The City is requesting proposals from not for profit Proponents who have the following:

- A demonstrated track record developing good quality, cost efficient, modestly-priced housing, on time and on budget;
- A demonstrated track record delivering affordable home ownership initiatives in the City of Toronto;

- Strong development, marketing, administrative, management, organizational experience and financial capabilities, either in-house or through an assembled team;
- The ability to obtain municipal approvals and develop the homes in consultation with City Planning and PF&R, and the TPA for the park and parking lot uses, and;
- A viable plan for the successful delivery of a long-term affordable home ownership assistance model that can incorporate government Program Loan funding.

Preference will be given to Proponents who can deliver affordable ownership housing for more modest income households while providing appropriate homebuyer supports and safeguards. Proponents who bring significant financial and other resources to the development of the homes, especially resources that further reduce the cost of the homes and address the needs of home purchasers, will also be preferred.

### 1.3 Timetable

RFP issued	December 27, 2017
Voluntary Information Meeting	January 19, 2018, 2:00 p.m. – 3:00 p.m. At Metro Hall, 7th Floor 55 John Street CCO Boardroom
All questions should be sent by email to Nadia Lawrence, Housing Development Officer, Affordable Housing Office, at <a href="mailto:Nadia.Lawrence@Toronto.ca">Nadia.Lawrence@Toronto.ca</a>	
Addenda will be issued with answers to questions received by email and will be posted on the Affordable Housing Office Website: <a href="http://www.toronto.ca/affordablehousing">www.toronto.ca/affordablehousing</a>	
Deadline for written questions from Proponents	March 14, 2018
Final addendum (if any)	March 21, 2018
RFP submission deadline, closing 12:00 noon	March 28, 2018 Deliver to: Sean Gadon, Director Affordable Housing Office Metro Hall, 7th Floor 55 John Street Toronto, ON, M5V 3C6
Successful Proponent Notified	May 7, 2018
Report to Executive Committee on RFP Results (Public Participation is permitted at this meeting)	May 14, 2018
Report to City Council on RFP Results	May 22, 23 & 24, 2018

This schedule is subject to change and appropriate notice in writing of any changes will be provided, where feasible, on the Affordable Housing Office website:

[www.toronto.ca/affordablehousing](http://www.toronto.ca/affordablehousing)

## **2.0 THE SITE AND PROJECT REQUIREMENTS**

### **2.1 The Community and the Site**

The Site is located between Dovercourt Road and Lakeview Avenue just north of Dundas Street West, and is bounded by Harrison Street to the south and abutting residential properties to the north and east. It is located in the Trinity Bellwoods neighbourhood in Ward 19 Trinity-Spadina. Ward 18 Davenport and the Little Portugal neighbourhood are directly to the west across Dovercourt Road. Links to ward and neighbourhood information are available at Appendix 4. Two large City parks, Trinity Bellwoods and Dufferin Grove, are nearby.

The Site is in an established residential area with some institutional and small-scale commercial/retail buildings. The Site offers excellent recreational and retail amenities and transit access with streetcars along Dundas Street West as well as local bus routes.

The Site was acquired in portions between 1963 and 1968 by the former Municipality of Metropolitan Toronto for the construction of a police station. Additional land at 50 and 54 Lakeview Avenue was also acquired by TPS for parking in 1978.

The approximately 1.3 acre Site has an irregular shape with the following approximate frontages: 67 metres on Harrison Street, 61 metres on Dovercourt Road and 15 metres on Lakeview Avenue. Appendix 5 contains maps, planning information and other details related the Site. There are a number of mature trees on the Site and the City is arranging for an arborist's report.

The former TPS building on the Site is vacant, following the division's move to a new station at 350 Dovercourt Road. In order to prepare the Site for development, the City will demolish the existing building and is co-ordinating the Site's environmental assessments and remediation. The AHO will continue to work with PF&R, TPA and other City divisions to undertake this work in parallel with the RFP process and planning for the Site. The demolition of the building is expected in the first quarter of 2018.

### **2.2 Planning and Zoning Information**

The City of Toronto's Official Plan designates the Site as "Neighbourhoods", which contemplates low scale residential uses, local servicing commercial and institutional uses and/or public park and open space uses. A link to the Official Plan is provided in Appendix 5 Site Details A. The Site is subject to the former (pre-amalgamation) City of Toronto Zoning By-law 438-86 as amended and is zoned R2 Z0.6. The Site is also subject to City-wide Zoning By-law 569-2013 as amended where it is zoned R (d0.6) (x729). The current zoning permits a range of

residential uses subject to various performance criteria. Links to the zoning by-laws are also in Appendix 5 Site Details A.

The Draft Reference Plan and Site Concept Plan at Appendix 5 Site Details E and F outline the blocks proposed for the various uses and enlargeable versions of these documents can be found online. The blocks proposed for the various uses have been delineated in consultation with City Planning, PF&R, the TPA, AHO and the local Councillor.

The Housing Sites constitute three residential development blocks with the potential for 11 townhomes and two semi-detached homes. Seven townhomes are proposed facing Dovercourt Road, four townhomes for the Harrison Street block and two semi-detached homes for the Lakeview Avenue frontage. There is support at the City for this order of density and if revisions are requested they are to be minor in nature.

Proponents are strongly encouraged to meet with City Planning to discuss the planning aspects of their proposals. The City Planning contact for the Site is Planner Aviva Pelt. Ms. Pelt is available at 416-392-0877 or Aviva.Pelt@toronto.ca.

The City anticipates that parking for the 13 affordable homes will be provided by way of access to the adjacent TPA parking lot, rather than integral garages, carports or driveways associated with the homes. Details of the parking access arrangement will be formalized with the TPA.

The AHO will work with the Successful Proponent, City Planning, the TPA, PF&R, and other City staff as needed, on the planning approvals and over-all redevelopment of the Site. The Open Door Planning Service to expedite City Planning's development application review will be available to eligible proponents. It is anticipated that the TPA and PF&R will proceed with the planning and development of their respective portions of the Site. If necessary, the hiring of a planning consultant to co-ordinate approvals for the various uses will be considered.

### **2.3 Environmental Status and Demolition**

The costs leading up to the filing of a Record of Site Condition (RSC) and the demolition of the existing building will be borne by the City and both will be completed prior to the transfer of title to the Successful Proponent.

A Phase 1 Environmental Site Assessment (ESA) was initiated in September 2017 and Areas of Potential Environmental Concern have been identified as a result of historical uses. A Phase 2 ESA and related work on the Site is underway. When the initial Phase 2 ESA is complete, the City will determine the remedial action plan and the most appropriate course of action. An RSC will be filed with the Ministry of the Environment and Climate Change (MOECC) due to the proposed change of use to residential. Links to the Phase 1 ESA can be found in Appendix 4 and the results of the Phase 2 ESA and remedial plan will be shared with the Successful Proponent when available.



## **2.4 Legal Agreements and the Sale of the Housing Sites to the Successful Proponent**

Subject to City Council approvals, the Housing Sites will be transferred to the Successful Proponent after the RSC is filed. The Offer to Purchase the property from the City is attached as Appendix 3. Applicants should carefully review the Offer to Purchase before applying to this RFP. In applying to this RFP, the applicant has agreed to the terms as set out in the Offer

The Successful Proponent will be required to execute the Offer to Purchase within seven business days of the date of the letter, sent from the Director, Affordable Housing Office, informing it that it has been selected and approved by City Council. Execution copies of the Offer to Purchase will be included with the letter. Closing of the Offer to Purchase will occur within 30 days of the filing of the RSC.

Attached to the Offer to Purchase is the City's funding agreement (Schedule B the "Delivery Agreement"). The Delivery Agreement sets out the terms and conditions of the City providing the Housing Sites and Program Loan funding to support the development and eligible purchasers. The Delivery Agreement includes reporting requirements, marketing, general obligations of the Proponent and accountability to the City. In addition, it requires that the funding and value of the Housing Sites be secured by a charge on the property, in favour of the City. Title to the Housing Sites will be subject to a restriction which will control, but not preclude dealing with the property.

The Delivery Agreement addresses affordable home ownership Program Loan funding from Federal/ Provincial and City sources. Details of the Successful Proponent's Affordable Home Ownership Program, particularly with regard to on-going long-term affordability, may be incorporated in the Delivery Agreement prior to execution.

Applicants should carefully review the terms of the Delivery Agreement before applying to this RFP. In applying to this RFP, the applicant has agreed to the terms as set out in the Offer to Purchase and the Delivery Agreement.

Pursuant to paragraph 5.4 of the Offer to Purchase, the City will provide the Successful Proponent with an up-to-date survey of the Site.

Proponents are reminded that until the Offer to Purchase has been accepted by the City and the Delivery Agreement has been executed by the City, the City and City staff will have no obligations, direct or indirect, to Proponents in respect of this RFP. The Project details may be refined, issues may be prioritized, Proponent responsibilities may be modified or amended, and issues concerning implementation may be clarified by the City.

## **2.5 Design Guidelines and other Regulations**

In addition to meeting City Planning and Toronto Building requirements, Proposals should address the following:

- City of Toronto Design Guidelines – Guidelines are available for various development forms including Infill Townhouses. The website for the Infill Townhouse Design Guidelines is listed in Appendix 4.
- City of Toronto Green Standard – The standard requires projects to be sustainable and meet energy efficiency requirements. The website for the Green Standard is listed in Appendix 4.
- Federal-Provincial Investment in Affordable Housing Program Guidelines - These guidelines outline federal-provincial requirements for funding under the current program. A link is also in Appendix 4.

### **3.0 SUMMARY SCOPE OF WORK AND RESPONSIBILITIES**

The Section provides a summary overview of the scope of work associated with the Affordable Home Ownership Program the City is seeking to implement on the Site, along with some details worthy of highlighting. The specific requirements of a Proposal are in the following Section, Preparing a Proposal and are detailed in the terms of the Offer to Purchase and Delivery Agreement at Appendix 3.

#### **3.1 Responsibilities of the Successful Proponent**

The Successful Proponent's scope of work will involve the planning and development of the new homes and the long-term delivery of home ownership assistance to eligible home buyers. This overall scope of work constitutes the Successful Proponent's Affordable Home Ownership Program and includes the on-going administration of the homes' affordability so that they remain affordable from one eligible purchaser household to the next.

##### ***Planning and Building Affordable Ownership Housing: The Housing Development Plan***

The City's land and funding is intended to support good quality, cost-effective, new home construction. The Successful Proponent will be responsible for all planning and development-related approvals related to the homes and should have a sound and comprehensive financial plan for the development's overall success.

The \$325,000 in HOAP funding will be available to contribute to pre-development or development costs.

The Successful Proponent's responsibilities related to the planning and development processes includes but are not limited to:

- Effective co-ordination with City Planning, Toronto Buildings, TPA, PF&R, AHO and other City staff, as necessary, in relation to the multi-use nature of the Site's redevelopment;

- Effective communications with the local community as well as the City Councillor (Ward 19) and the City Councillor for the adjacent Ward (Ward 18), including participation in statutory and non-statutory public meetings, as necessary;
- Participation in the Construction Connections apprenticeship training program and/or an equivalent employment program of apprentices (for information about Construction Connections please see: [https://www.youtube.com/watch?v=Jx\\_Izto\\_-iQ](https://www.youtube.com/watch?v=Jx_Izto_-iQ)), and;
- A commitment the design and development of homes that are well-integrated into the built-form of the existing neighbourhood and the mitigation of any potentially negative impacts of construction such as noise and dust.

### ***Delivering Long-Term Home Ownership Assistance: The Affordability Plan***

The Proponent's Affordable Home Ownership Program is intended to incorporate the public contributions offered through this RFP and the Proponent's own resources, and deliver this Home Ownership Assistance over the long term to ensure the homes are affordable from one eligible purchaser to the next.

#### **(a) Home Ownership Assistance**

Proponents should provide a clear and comprehensive financial model for the delivery of all Home Ownership Assistance available. It is anticipated that the Successful Proponent will bring significant financial and organizational resources to the delivery of the affordable homes.

The value of the Housing Sites is proposed to be secured by a vendor take-back mortgage and is to be incorporated into mortgage charges on the individual homes. The City will appraise the Housing Sites in the coming months to determine their value.

Funding from two government programs is available through this RFP:

- The City's Home Ownership Assistance Program (HOAP), and;
- The Federal/Provincial Investment in Affordable Housing Program.

The key parameters of the two programs are that the homes must be:

- Affordable to individuals and households with an income at or below the sixtieth (60th) percentile of income for either the area or the Province of Ontario, whichever is less.
  - This maximum income is currently \$90,500, as defined by the Ministry of Housing on an annual basis under the IAH Program.
- Priced at or below the average resale price in the City of Toronto.
  - This maximum price is currently \$896,488, as defined by the Ministry of Housing on a quarterly basis under the IAH Program.

- The value of the Program Loans is to be secured by/incorporated into mortgage charges on the individual homes.

The HOAP will provide \$25,000 per home or up to a total of \$325,000 for the 13 homes. HOAP funding will be provided to the Successful Proponent after the execution and satisfaction of a number of terms in the Delivery Agreement with the City. The HOAP funds can then be used for pre-development or development costs.

The IAH Program provides down-payment assistance loan funding valued at 10% of the home's price, up to \$50,000 per home, for a maximum total of \$650,000 for the 13 homes. IAH funding is provided when the sale of the homes close with the individual purchaser household.

It should be noted that the current IAH Program expires at the end of March 2020. Should the IAH Program not be renewed, the City will endeavour to provide funding from any successor Federal-Provincial affordable ownership program. Should these changes occur, the Delivery Agreement will be updated to reflect any new terms and conditions.

### **(b) On-Going Affordability**

The City is seeking Proposals from Proponents with a viable plan to keep the homes affordable from one homeowner to the next during the fifty (50) year Affordability Period. Proposals for a longer term of affordability, or perpetually affordable homes, are encouraged. Recognizing that on-going, long-term affordable home ownership is not a common delivery approach in Ontario, the City will not be prescriptive in requiring a specific pre-determined model.

Proponents are encouraged to provide as much detailed information about their proposed approach as possible. The Proposal should evidence the viability and fair distribution of equity gains (or losses) of the Affordable Home Ownership Program through various sale, resale and repayment scenarios that might occur during the Affordability Period. Details regarding the wrapping up of the program at the end of the Affordability Period are also crucial.

Please note, the Successful Proponent will also be required to develop, with the assistance of the City, a plan to provide opportunities to buy a home to eligible purchasers on the Housing Connections social housing waiting list and tenant households living in social housing.

## **3.2 Responsibilities of the City of Toronto**

City staff at the AHO will provide general support and assist the Successful Proponent in order to facilitate the timely development of the homes. AHO staff will work with the Successful Proponent, the City Councillor, City Planning, the TPA, PF&R, and other City staff as needed, on planning and development approvals and the over-all redevelopment of the Site.

As detailed in the Delivery Agreement at Appendix 3, the City plays an intermediary role regarding IAH funding with the Province of Ontario, as required by the Ministry of Housing. This involves the City reviewing, and approving or rejecting loan application packages processed

and forwarded by the Successful Proponent. The City will direct applications to the Ministry of Housing for final approvals and to secure loan commitments from the Ministry. IAH loan funding will flow to the City and on to the Successful Proponent in time for sales closing of the homes.

#### **4.0 PREPARING A PROPOSAL**

This RFP is designed to ensure Proposals are received through an open, fair and competitive process, and that Proponents receive fair and equitable treatment in the solicitation, receipt and evaluation of their Proposals.

Proposals must include details pertaining to each of the sections outlined below. Proposals should be organized using the headings in this section, include a detailed table of contents and be divided using tabs.

Each section includes the total number of points that can be awarded for that section and this information is summarized in the chart at Section 5 Evaluation Criteria. To assist in the preparation of Proposals, Appendix 8 also contains a Submission Checklist of all required documents and components.

#### **4.1 Executive Summary (not scored)**

##### ***Letter of Introduction***

The Letter of Introduction should briefly introduce the Proponent and be signed by the person(s) authorized to sign on behalf of, and bind the Proponent to the statements made and information contained in the Proposal. This should be the same person signing the Mandatory Forms at Appendices 7.

##### ***Table of Contents***

Include page numbers and identify all sections of the Proposal.

##### ***Executive Summary***

The summary should review the key features of the Proposal and the Proponent's general approach to the delivery of their Affordable Home Ownership Program.

#### **4.2 Proponent Profile, Experience and Qualifications (30 points)**

##### ***Proponent Profile***

Provide a profile of the organization that reviews its mandate and services and that demonstrates the Proponent's experience and capacity to build good quality affordable ownership housing in accordance with the terms and conditions outlined in this RFP.

The profile should also describe the Proponent's overall approach to providing affordable ownership assistance, and the resulting benefits to purchasers provided by the organization's affordability model. The profile should summarize financial details, including how the model would integrate the government program assistance, and the approach to on-going affordability.

The profile should support that the Proponent possesses the necessary organizational capacity, financial and staff resources, offices and administrative strength to effectively deliver the Affordable Home Ownership Program. The profile should also provide a list of key individuals on the Proponent's team known at this time (e.g. development and sales leads, architect, mortgage broker, etc.) including a short summary of relevant experience and how and when team members may have worked together in the past.

If a subsidiary corporation is to be used for the purposes of the Proposal, the profile should provide information on the parent and subsidiary corporations, and ensure that the Proposal is in the name of the corporation that intends to provide the Program.

The following should be attached as appendices, as relevant:

- (a) An organizational chart with the Proponent's current number of employees;
- (b) Resumes or a short summary of relevant experience for key individuals on the Proponent's team;
- (c) A copy of the organization's latest annual report and audited financial statements for the parent company and any subsidiary or partner corporation involved in the Proposal;
- (d) A copy of the organization's Articles of Incorporation or Letters Patent, any relevant corporate by-laws, and current list of Board of Directors;
- (e) Any other supporting documentation.

### ***Experience and Qualifications***

This section should outline the Proponent's experience, expertise, and accomplishments in relation to:

- (a) Affordable ownership housing development and sales;
- (b) Delivery of affordable ownership assistance to homebuyers and associated supports or services to buyers; and
- (c) Mortgage administration.

Provide details here of all affordable ownership housing projects developed over the last five years by the Proponent and/or development team members including size, location, target groups, specific features, etc.

Two business references should be attached as appendices, including:

- (a) Name of the reference;
- (b) A contact name and title, postal address, telephone number, and e-mail;
- (c) Website URL;
- (d) The size and nature of the reference's business;
- (e) The nature of the dealings with the Proponent within the last five years; and
- (f) Any other supporting documentation.

In providing references, Proponents agree that the City can contact the individuals provided as part of the evaluation process. The City will make its own arrangements in contacting the references. Substitution of references is not permitted after the close of the RFP.

#### **4.3 Housing Development Plan (30 points)**

This section of the Proposal should provide evidence that the Proponent will be engaged in a clear and actionable plan for the development of affordable homes on the Site. Projects should result in good quality, cost efficient, modestly priced housing.

Included should be details of key stages in the development process such as the financial plan/budget, planning approvals, community engagement and construction. The plan should demonstrate that the development incorporates sound principals in its design, compiles with the current planning parameters, and exemplifies good architecture that fits within the neighbourhood context.

This section should evidence that Proponent has the capacity to work effectively with City Planning, Toronto Buildings, the TPA, PF&R, AHO and other City staff, as necessary, in relation to the multi-use nature of the Site's redevelopment;

The Proposal should demonstrate the proponent will maintain effective communications with the local community as well as the City Councillor (Ward 19) and the City Councillor for the adjacent Ward (Ward 18), including participation in statutory and non-statutory public meetings, as necessary;

Proponents who bring significant financial and other resources to the development of the homes, will be preferred.

If relevant, this section of the Proposal should provide as much information and documentation as is available at this time about the Project, including:

- (a) The number, housing types and sizes of the proposed homes;
- (b) Locations and site statistics;
- (c) A list of key consultants and individuals on the proposed development team (e.g., planning consultant, architectural team, cost consultant, persons involved in the community consultation, development consultant, etc.) citing their experience and expertise in relation to similar projects and indicating the duties and responsibilities to be assumed in the development of the proposed project;
- (d) A description of how staff, consultants and other resources will be hired and/or mobilized to begin work on the project;
- (e) The overall approach to the design of the development and how it integrates with the immediate neighbourhood;
- (f) An outline of the proposed community consultation and communications plan to be implemented at appropriate times over the life-cycle of the project (i.e., pre-construction, construction and occupancy phases);
- (g) An outline of any specific neighbourhood issues which may require particular attention in the consultation and communications plans;
- (h) Information on the anticipated variances sought, and the strategy to obtain all planning and development-related approvals related to the homes;
- (i) The approach taken to address City guidelines and requirements such as the Toronto Green Standard (TGS);
- (j) A sound and comprehensive financial plan and proof of viability including details of all capital funding and details of the equity to be contributed by the Proponent;
- (k) Details of how the HOAP funds will be used during pre-development or construction;
- (l) The development timeline with milestones such as anticipated City Planning approvals, permits, confirmation of financing, construction, occupancies, closings, etc.;
- (m) The construction strategy (e.g., tendered general contract, construction management or turnkey) and Proponent's experience with the chosen strategy;
- (n) The proposed approach for the employment of apprentices through the Construction Connections apprenticeship training program or an equivalent employment program of



apprentices (for information about Construction Connections please see: [https://www.youtube.com/watch?v=Jx\\_Izto\\_-iQ](https://www.youtube.com/watch?v=Jx_Izto_-iQ)), and;

- (o) How the durability and quality of construction will be achieved in order to prolong the life of the homes;

The following should be attached as appendices:

- A completed capital budget (using the form attached as Appendix 6) with detailed notes on assumptions used to arrive at cost figures for the entire development;
- Architectural drawings, as available;
- A Gantt chart (or similar) indicating specific dates for the development milestones, including, but not limited to, planning and building permit approvals, contract tendering and closing, first permit, start of construction, full building permit, mortgage commitment, completion of structural framing, substantial completion, and occupancy of the units;
- Resumes for key consultants and individuals, including a signed consent form authorizing the disclosure of personal information to the City for each resume submitted. (The Proponent will accept all liability for disclosure if any consent is not provided to the City); and
- Any other supporting documentation.

#### **4.4 Affordability Plan (40 points)**

This section should provide a detailed outline that demonstrates that the Proponent has a clear and actionable plan for the distribution of Home Ownership Assistance to eligible homebuyers and the on-going management of affordability for the homes from one eligible purchaser to the next during the Affordability Period.

Proponents who bring significant financial and other resources to the delivery of the Home Ownership Assistance, including providing appropriate supports to purchasers before and after sales, and the long-term affordability of the homes will be preferred. The Affordability Period during which the homes are expected to be maintained as affordable from one eligible purchaser to the next is fifty (50) years, but Proposals for a longer term, or perpetually affordable homes, are encouraged.

If relevant, this section of the Proposal should provide as much information and documentation as is available at this time regarding:

## **Affordable Ownership Assistance**

- (a) The anticipated prices by unit size of the homes that will be available to eligible homebuyers (market price and cost price reflecting price reductions resulting from all forms of Affordable Ownership Assistance);
- (b) Full details of the Proponent's Affordable Home Ownership Program including the associated financial model, details of all types of financial assistance available to the homebuyers, and how these relate to and integrate with the government Program Loan funding and land value;
- (c) A list of key individuals on the proposed sales, marketing and purchaser relations team (e.g., sales staff, brokers, client relations staff, etc.) citing their experience and expertise in relation to similar projects and indicating the duties and responsibilities to be assumed;
- (d) The category of homebuyers to be targeted to receive assistance, whether this is a broad spectrum or a narrow focus, with particular attention to income level and details of any supports or safeguards against financial hardship, as appropriate. Include a rationale for the choice of target buyers and a description of any existing relationship to the group(s) the Proponent may have;
- (e) Providing general information to potential buyers, marketing and sales, including details on any promotional and marketing strategies to attract eligible homebuyers, sales projections, the proposed sales staff and office and their availability to potential homebuyers.

Special consideration should be paid to the fair and equitable marketing of the homes to the public and considerations regarding marketing to the Housing Connections social housing waiting list and social housing households;

- (f) Providing detailed education and training to home buyers with respect to the Proponent's Affordable Home Ownership Program, particularly the equity sharing terms associated with long-term affordability, ensuring the purchasers have access to independent legal advice, and on the obligations and costs of home ownership;
- (g) The Proponent's general approach and resources for managing relations with homebuyers, including mitigating problems such as dealing with loan defaults and other potential problems after sales;
- (h) Details of any supports or safeguards against financial hardship for homebuyers, including processes and protocols in the event of a market downturn and resulting equity loss for owners;\*
- (i) The Proponent's administrative abilities and strategies regarding:

- Processing and administration of government Program Loans including assisting in filling out applications, fairly and accurately scrutinizing, reviewing, determining eligibility, approving or rejecting applications;
- As necessary, assisting in determining client eligibility for regular mortgage financing from a primary lender and assisting in attaining that mortgage;
- Legal and other processes associated with completing agreements of purchase and sale, arranging for the execution of agreements, closings and ensuring Affordable Ownership Assistance is secured by a mortgage, and administering/monitoring mortgages;
- Collecting annual declarations from the homeowners that they continue to occupy the home;
- File management: completing correspondence and other paperwork, record keeping, file management, and reporting, and;
- Collecting and forwarding required documentation from approved homebuyers to the City as required.

\* The government programs will share in any equity loss if there is a downturn in the market and the loans will be forgiven if the entire loan value is lost. Proponents should explain how this would relate to maintaining affordability over time.

### **On-Going Affordability**

- (j) Clear and comprehensive details and evidence of financial viability for the Proponent's approach to maintaining affordability as a home is sold from one eligible purchaser to the next during the Affordability Period;
- (k) Legal details (documents, key terms and conditions) required to secure the affordability of the homes over the long term;
- (l) Details of the fair distribution of equity gains (or losses) through various sale, resale and repayment scenarios that might occur during the Affordability Period, including evidence that over time homeowners will continue to be motivated to invest in maintenance and upkeep of the homes;
- (m) Program details such as whether a waiting list of eligible purchasers will be used;
- (n) End-of-Affordability Period/term administration: the fair and equitable distribution of financial contributions and equity gains at the end of the Affordability Period including when a home is sold, and the Proponents considerations regarding repayment of assistance after the affordability term in cases where a sale of the home is not contemplated.

The following should be attached as appendices:

- A flow chart of activities involved as a home is sold from one eligible purchaser to the next, and;
- Any other supporting documentation.

#### **4.5 Offer to Purchase** (not scored)

The conditional Offer to Purchase attached hereto as Appendix 3 is to be signed and submitted as part of your Proposal. The first page is to be completed with the information requested.

Upon completion of the evaluation process, Council authority for approval for the City to accept the Successful Proponent's Offer to Purchase will be sought at the same time Council approval of the selection of the proposal is requested by staff.

#### **4.6 Mandatory Requirements** (not scored)

In addition to any materials the Proponent would like to include to support the Proposal, the following six City forms are required to be filled out, signed and included in the appendices. **Each Proposal must include these completed forms**, all of which are provided in Appendices 7.

Mandatory Form 1- Proposal Submission Form signed by an authorized official of the Proponent

Mandatory Form 2 - Policy to Exclude Bids from External Parties involved in the Preparation or Development of a Specific Call/Request

Mandatory Form 3 - Conflict of Interest Form

Mandatory Form 4 - Declaration of Anti-Harassment/Discrimination City Policy

Mandatory Form 5 - Restrictions on the Hiring and use of Former City of Toronto Management Employees for City Contracts

Mandatory Form 6 - Environmentally Responsible Procurement Statement

#### **5.0 EVALUATION CRITERIA**

Proposals will be assessed on the basis of information provided by the Proponents at the time of submission. The weighted evaluation criteria below are in keeping with Section 4.0 "Making a Proposal".

<b>Evaluation Criteria</b>	<b>Maximum Points Available</b>	<b>Minimum Points Required</b>
4.1 Executive Summary	Not scored	
4.2 Proponent Profile, Experience and Qualifications	30	21
4.3 Housing Development Plan	30	21
4.4 Affordability Plan	40	28
4.5 Offer to Purchase	Not scored	
4.6 Mandatory Forms	Not scored	
<b>TOTAL</b>	100	70

**NOTE: The successful Proposal must score a minimum of 70% in each section. The City shall not be obliged to accept any Proposal in response to this RFP.**

## **6.0 SUBMITTING YOUR PROPOSAL**

Each Proposal must:

- Be submitted in a sealed envelope or container (submissions made by fax, telephone, electronic message or telegram will not be accepted) displaying a full and correct return address;
- Consist of one (1) original (clearly marked as such on its cover or first page) and five (5) fully identical photocopies;
- Be limited, preferably, to 20 pages, double sided, minimum 11-point font, with unlimited appendices;
- Include a digital version of the Proposal on a disc or memory stick, and;
- Be delivered no later than the Closing Deadline of Friday, March 28, 2018 (12:00 noon) to:

**Sean Gadon, Director  
Affordable Housing Office  
Metro Hall, 7<sup>th</sup> Floor  
55 John Street  
Toronto, ON, M5V 3C6**

Delays caused by any delivery service (including Canada Post and courier) shall not be grounds for any extension of the closing deadline, and proposals that arrive after the closing deadline will not be accepted.

## **7.0 EVALUATION AND APPROVALS**

### **7.1 Evaluation Committee**

All proposals will be evaluated through a comprehensive review and analysis in keeping with the RFP Process Terms and Conditions in Appendix 2. The evaluation process will be carried out by an Evaluation Committee, which will include members of the AHO and other relevant City Divisions, as needed. The Evaluation Committee may, at its sole discretion, retain additional committee members or advisors. The aim of the Evaluation Committee will be to select a proposal which, in its opinion, meets the City's requirements under this RFP. By responding to this RFP, Proponents will be deemed to have agreed that the decision of the Evaluation Committee will be final and binding.

### **7.2 Clarifications, Optional Interviews/Working Meetings**

As part of the evaluation process, the Evaluation Committee, at its sole discretion, may:

- Make requests for further information with respect to the content of any proposal, in order to clarify understanding; e.g. to remove a contradiction or ambiguity, and/or;
- Invite a Proponent to an interview/working meeting, the results of which will be used as a mechanism to revisit, revise, confirm, or finalize the score.

It is anticipated that clarifications, interviews and/or working meeting will be required, particularly due to the complexities of the on-going affordability component of this RFP.

The representatives designated by the Evaluation Committee in its invitation to the Proponent must attend any interview/working meeting scheduled as part of this evaluation process. A Proponent's representatives at any interview are expected to be thoroughly versed and knowledgeable with respect to the requirements of this RFP and the contents of the proposal, and must have the authority to make decisions and commitments with respect to matters discussed at the interview, which may be included in any resulting agreement.

Where the Evaluation Committee identifies that the composition of the team proposed by the Proponent is an issue, it may require those team members be present for the interview.

No Proponent will be entitled to be present during the interview of another Proponent, or receive any information regarding another Proponent.

The committee may interview any Proponent without interviewing others, and the City will be under no obligation to advise those not invited to an interview.

Clarifications and interviews shall not be used to obtain required information that was not submitted at the time of closing of the RFP.

### **7.3 References**

In order to complete its due diligence, the City reserves the right to use itself, other municipalities, other orders of government, and/or other funders as references. The Successful Proponent must be in good standing with the City and other references. References will be checked for only the top-scoring Proponents.

### **7.4 Evaluation Results**

Upon conclusion of the evaluation process, City staff will submit a report to City Council on the results of the RFP.

Proposal evaluation results shall be the property of the City and are subject to *Municipal Freedom of Information and Protection of Privacy Act* (MFIPPA). Evaluation results may be subject to public release pursuant to MFIPPA. Proponents should be aware that City Council and individual Councillors have the right to view the proposals, provided their requests have been made in accordance with City procedure.

### **7.5 Proponent Award**

Following the completion of the evaluation process, staff will write a report on the results of the RFP for City Council. The report is expected to be considered by the City's Executive Committee, where public participation is permitted, and City Council.

## **8.0 LIST OF APPENDICES**

1. RFP Definitions and City Policies
2. RFP Process Terms and Conditions
3. Offer to Purchase and Delivery Agreement attached as Schedule B
4. Links to Background Documents
5. Site Details – Harrison Street and Lakeview Avenue
6. Capital Budget
7. Mandatory Submission Forms 1 – 6
8. Proposal Submission Checklist



## APPENDIX 1

### RFP DEFINITIONS AND CITY POLICIES

Throughout this Request for Proposals, unless inconsistent with the subject matter or context,

“Affordable Home Ownership Housing” means permanent housing units:

a) Priced at or below the average resale price in the City of Toronto, as defined by the Ministry of Housing on a quarterly basis under the Investment in Affordable Housing Program – Homeownership Component

- This maximum house price is currently \$896,488.

and that is;

b) Affordable to individuals and households with an income at or below the sixtieth (60th) percentile of income for the Service Manager’s area or Ontario, whichever is lower, as defined by the Ministry of Housing on an annual basis under the Investment in Affordable Housing Program – Homeownership Component.

- This maximum household income is currently \$90,500.

“Affordable Home Ownership Program” means the Proponent's overall approach or methods of delivering Affordable Home Ownership Housing and Home Ownership Assistance including related activities during planning and development and through the Affordability Period.

“Affordability Period” means the period of a minimum of fifty (50) years, starting at Final Closing, during which the Delivery Agreement between the City and a "Successful Proponent" will be in effect and the project must be maintained as Affordable Home Ownership Housing.

“Bedroom Type” means unit size as categorized by bedroom count i.e. 1-bedroom, 2-bedroom, or 3-bedroom.

“City” means the City of Toronto.

“Council” means Toronto City Council.

“Delivery Agreement” or “Agreement” means the contract to be entered into between a Successful Proponent and the City setting out the terms and conditions under which any City real estate or financial assistance will be provided to the Successful Proponent(s) under government programs through this RFP, substantially in the form of the agreement attached as Appendix 3.

"Final Closing" means date on which title to an Eligible Unit passes to the Eligible Purchaser pursuant to an agreement of purchase and sale with the Proponent.

"Home Ownership Assistance" means any financial resources used to reduce to cost of housing for eligible purchasers, including public resources such as the value of the Affordable Housing Sites and government Program Loans, as well as the Proponents resources.

"Housing Sites" means the proposed residential development sites at 146 & 150 Harrison Street and 50 & 54 Lakeview Avenue, in the City of Toronto.

"IAH Program" or "IAH" means the Investment in Affordable Housing for Ontario Program (IAH) (2014 Extension) effective from April 1, 2014 until March 31, 2020.

"MFIPPA" means the *Municipal Freedom of Information and Protection of Privacy Act* R.S.O. 1990, c. M.56.

"Non-Profit" means a not for profit corporation.

"Offer to Purchase" means the offer to purchase 146 & 150 Harrison Street and 50 & 54 Lakeview Avenue, attached hereto as Appendix 3 to be submitted with your proposal and attached to this Request for Proposals.

"Private Sector" means a for-profit corporation.

"Program Guidelines" means the Investment in Affordable Housing in Ontario Program (IAH) (2014 Extension) Program Guidelines (see Appendix 4 for the link).

"Program Loan" means a home ownership assistance loan provided to an eligible purchaser by a Successful Proponent under a government program and secured by a mortgage charge on title of an eligible unit.

"Project" means the Affordable Home Ownership Housing proposed to be constructed by a Proponent to this RFP.

"Proponent" means a legal entity, being a person, joint venture, partnership or firm that submits a Proposal in response to a formal Request for Proposal and the party with whom, if successful, the City will enter into an agreement.

"Proposal" means an the proposal submitted by a Proponent in response to a formal Request for Proposals (RFP), which includes all of the documentation necessary to satisfy the submission requirements of the RFP.

"Province" means the Province of Ontario as represented by the Minister of Housing.

"RFP" means this Request for Proposals package in its entirety, inclusive of all Appendices and any bulletins, guidelines or Addenda that may be issued by the City or the Province.

"Services" means all services and deliverables to be provided by a Proponent as described in this RFP.

"Site" means the lands at 146 & 150 Harrison Street and 50 & 54 Lakeview Avenue, in the City of Toronto.

“Start of Construction” means the start construction on the site, with an expected time of no later than January 1, 2020.

“Successful Proponent” means a Proponent with whom the City enters into a Delivery Agreement.

“Waiting List” means the City's housing access list.

## **Interpretation**

In this RFP and in the Agreement, unless the context otherwise necessitates,

- a) any reference to an officer or representative of the City shall be construed to mean the person holding that office from time to time, and the designate or deputy of that person, and shall be deemed to include a reference to any person holding a successor office or the designate or deputy of that person;
- b) a reference to any Act, bylaw, rule or regulation or to a provision thereof shall be deemed to include a reference to any Act, bylaw, rule or regulation or provision enacted in substitution thereof or amendment thereof;
- c) all amounts are expressed in Canadian dollars and are to be secured and payable in Canadian dollars;
- d) all references to time shall be deemed to be references to current time in the City;
- e) a word importing only the masculine, feminine or neuter gender includes members of the other genders; and a word defined in or importing the singular number has the same meaning when used in the plural number, and vice versa;
- f) any words and abbreviations which have well-known professional, technical or trade meanings, are used in accordance with such recognized meanings;
- g) all accounting terms have the meaning recognized by or ascribed to those terms by the Canadian Institute of Chartered Accountants; and
- h) all index and reference numbers in the RFP or any related City document are given for the convenience of Proponents and such must be taken only as a general guide to the items referred to. It must not be assumed that such numbering is the only reference to each item. The documents as a whole must be fully read in detail for each item.

## **City Policies**

Proponents are expected to respect and follow the City's policies with respect to the following:

### **Access, Equity and Diversity**

The City of Toronto is committed to the principles of Access, Equity and Diversity as set out in the City of Toronto Statement of Commitment to Creating an Accessible City:

[www.toronto.ca/affordablehousing/pdf/accessible\\_city.pdf](http://www.toronto.ca/affordablehousing/pdf/accessible_city.pdf). Toronto values the contributions made by all residents and believes that diversity makes the City stronger.

The City also supports the goals of the Accessibility for Ontarians with Disabilities Act (AODA) and will establish policies, practices and procedures which are consistent with the standards established under the AODA. The Affordable Housing Office encourages its partners to work progressively toward meeting these policies, goals and the requirements of existing legislation. The City of Toronto is committed to ensuring access to its programs and services and building an inclusive society for everyone. Please visit the City's Diversity website for more information: [www.toronto.ca/diversity/index.htm](http://www.toronto.ca/diversity/index.htm).

### **City of Toronto Lobbyist Registry**

The City of Toronto now has a lobbying bylaw that applies to procurement processes and planning applications including this RFP. The bylaw outlines a system of registration of lobbying activities and regulates the conduct of lobbyists in regards to all City officials including members of Council and staff.

Lobbying includes any form of communication be it direct contact, oral, written or electronic communication with public officials, including elected officials and staff, on subject matters including procurement of goods and services, the awarding of contracts and the approval or denying of an application for planning approval or permit.

No lobbying is permitted from the time of issuance of a procurement call until the time of award.

To find out more about this new bylaw consult the City's website at <http://www.toronto.ca/lobbying/index.htm> or call a Registry Advisor at 416 338-5858 or email [lobbyistregistrar@toronto.ca](mailto:lobbyistregistrar@toronto.ca) .

## **APPENDIX 2**

### **RFP PROCESS TERMS AND CONDITIONS**

#### **Table of Contents:**

1. Proponent's Responsibility
2. City Contacts and Questions
3. Addenda
4. Exceptions to Mandatory Requirements, Terms and Conditions
5. Omissions, Discrepancies and Interpretations
6. Incurred Costs
7. Post-Submission Adjustments and Withdrawal of Proposals
8. No Collusion
9. Prohibition Against Gratuities
10. Acceptance of Proposals
11. Verification
12. Conflicts of Interest
13. Ownership and Confidentiality of City-Provided Data
14. Ownership and Disclosure of Proposal Documentation
15. Intellectual Property Rights
16. Failure or Default of Proponent
17. Governing Law

## 1. Proponent's Responsibility

It shall be the responsibility of each Proponent:

- (a) to examine all the components of this RFP, including all appendices, forms and addenda;
- (b) to acquire a clear and comprehensive knowledge of the requirements before submitting a Proposal;
- (c) to become familiar, and (if it becomes the successful Proponent) comply, with all of the City's Policies and Legislation set out on the City of Toronto website at <http://www.toronto.ca/calldocuments/policy.htm>

The failure of any Proponent to receive or examine any document, form, addendum, Agreement or policy shall not relieve the Proponent of any obligation with respect to its Proposal or any Agreement entered into based on the Proponent's Proposal.

## 2. City Contacts and Questions

All contact and questions concerning this RFP should be directed in writing to the City employee(s) designated as "City Contact" in the RFP.

No City representative, whether an official, agent or employee, other than those identified "City Contacts" are authorized to speak for the City with respect to this RFP, and any Proponent who uses any information, clarification or interpretation from any other representative does so entirely at the Proponent's own risk. Not only shall the City not be bound by any representation made by an unauthorized person, but any attempt by a Proponent to bypass the RFP process may be grounds for rejection of its Proposal.

From and after the date of this RFP until the time of an agreement is entered into with the successful Proponent, no communication with respect to this matter shall be made by any Proponent, or its representatives, including a third-party representative employed or retained by it (or any unpaid representatives acting on behalf of either), to promote its Proposal or oppose any competing Proposal, nor shall any Proponent, or its representatives, including a third party representative employed or retained by it (or any unpaid representatives acting on behalf of either), discuss the RFP or its Proposal with any City staff, City officials or Council member(s), other than a communication with the "City Contact" identified on page 1 on this RFP.

**Proponents should be aware that communications in relation to this RFP outside of those permitted by the applicable procurement policies and this RFP document contravene the Lobbying By-law, an offence for which a person is liable to a maximum fine of \$25,000.00 on a first conviction and \$100,000.00 on each subsequent conviction. In addition, the City's Procurement Processes Policy provides that any Proponent found in breach of the policy may be subject to disqualification from this RFP or a future RFP or calls at the discretion of Council.**

**Notwithstanding anything to the contrary as set out in this document, the obligations as set out in the City of Toronto Municipal Code, Chapter 140 shall apply.**

**For your information, please find below the links to the City's Procurement Processes Policy, Lobbying By-Law and Interpretive Bulletin on Lobbying and Procurement:**

[http://www.toronto.ca/citybusiness/pdf/policy\\_procurement\\_process.pdf](http://www.toronto.ca/citybusiness/pdf/policy_procurement_process.pdf)

[http://www.toronto.ca/legdocs/municode/1184\\_140.pdf](http://www.toronto.ca/legdocs/municode/1184_140.pdf)

[http://www.toronto.ca/lobbying/pdf/interpretation-bulleting\\_lobbying-procurements.pdf](http://www.toronto.ca/lobbying/pdf/interpretation-bulleting_lobbying-procurements.pdf)

### **3. Addenda**

If it becomes necessary to revise any part of this RFP, the revisions will be by Addendum posted electronically in Adobe PDF format on the City's website at [www.toronto.ca/affordablehousing](http://www.toronto.ca/affordablehousing). The City invites questions in writing and will post an Addendum with the questions and answers on the Affordable Housing website. The City reserves the right to revise this RFP up to the Closing Deadline. When an Addendum is issued the date for submitting Proposals may be revised by the City if, in its opinion, the City determines more time is necessary to enable Proponents to revise their Proposals. The City's Affordable Housing Office will make reasonable efforts to issue the final Addendum (if any) by July 22, 2015.

**Proponents and prospective Proponents SHOULD MONITOR THE CITY'S WEBSITE as frequently as they deem appropriate, until the day of the Closing Deadline.**

**All Proponents must acknowledge receipt of all Addenda in the space provided on the Proposal Submission Form.**

### **4. Exceptions to Mandatory Requirements, Terms and Conditions**

If a Proponent wishes to suggest a change to any mandatory requirement, term or condition set forth in any part of this RFP, it should notify the City in writing not later than the deadline for questions. The Proponent must clearly identify any such requirement, term or condition, the proposed change and the reason for it. If the City wishes to accept the proposed change, the City will issue an Addendum as described in the article above titled Addenda. The decision of the City shall be final and binding, from which there is no appeal. Changes to mandatory requirements, terms and conditions that have not been accepted by the City by the issuance of an Addendum are not permitted and any Proposal that takes exception to or does not comply with the mandatory requirements, terms and conditions of this RFP will be rejected.

### **5. Omissions, Discrepancies and Interpretations**

A Proponent who finds omissions, discrepancies, ambiguities or conflicts in any of the RFP documentation or who is in doubt as to the meaning of any part of the RFP should notify the City in writing not later than the deadline for questions. If the City considers that a correction, explanation or interpretation is necessary or desirable, the City will issue an Addendum as described in the article above titled Addenda. The decision and interpretation of the City shall be final and binding, from which there is no appeal. No oral explanation or interpretation shall modify any of the requirements or provisions of the RFP documents.

## **6. Incurred Costs**

The City will not be liable for, nor reimburse, any Proponent, as the case may be, for costs incurred in the preparation, submission or presentation of any Proposal, for interviews or any other activity that may be requested as part of the evaluation process or the process for the negotiation or execution of an Agreement with the City, as the case may be.

The rejection or non-acceptance of any or all Proposals shall not render the City liable for any costs or damages to any firm that submits a Proposal.

## **7. Post-Submission Adjustments and Withdrawal of Proposals**

No unilateral adjustments by Proponents to submitted Proposals will be permitted.

A Proponent may withdraw its Proposal at any time prior to the Deadline by notifying the contact for the Affordable Housing Office designated in this RFP in writing on company letterhead or in person, with appropriate identification. Telephone and e-mail requests will not be considered.

A Proponent who has withdrawn a Proposal may submit a new Proposal, but only in accordance with the terms of this RFP.

If the City makes a request to a Proponent for clarification of its Proposal, the Proponent will provide a written response accordingly, which shall then form part of the Proposal.

## **8. No Collusion**

No Proponent may discuss or communicate about, directly or indirectly, the preparation or content of its Proposal with any other Proponent or the agent or representative of any other

Proponent or prospective Proponent. If the City discovers there has been a breach at any time, the City reserves the right to disqualify the Proposal or terminate any ensuing Agreement.

## **9. Prohibition against Gratuities**

No Proponent and no employee, agent or representative of the Proponent, may offer or give any gratuity in the form of entertainment, participation in social events, gifts or otherwise to any officer, director, agent, appointee or employee of the City in connection with or arising from this RFP, whether for the purpose of securing an Agreement or seeking favourable treatment in respect to the award or amendment of the Agreement or influencing the performance of the Agreement, including without restriction enforcement of performance standards, or expressing appreciation, or providing compensation, for the award of an Agreement or for performance of the City's obligations thereunder or for conferring favours or being lenient, or in any other manner whatsoever.

If the City determines that this article has been breached by or with respect to a Proponent, the City may exclude its Proposal from consideration, or if an Agreement has already been entered into, may terminate it without incurring any liability.



## **10. Acceptance of Proposals**

The City shall not be obliged to accept any Proposal in response to this RFP.

The City may, without incurring any liability or cost to any Proponent:

- a) accept or reject any Proposal(s) at any time;
- b) waive immaterial defects and minor irregularities in any Proposals;
- c) modify and/or cancel this RFP prior to accepting any Proposal;
- d) award a contract in whole or in part.

The City is relying on the experience and expertise of the Proponent. The City reserves the right to disqualify any Proponent who has given inaccurate, incomplete, false or misleading information in the sole opinion of the City.

## **11. Verification**

The City reserves the right to verify with any Proponent or with any other person any information provided in its Proposal but shall be under no obligation to receive further information.

## **12. Conflicts of Interest**

In its Proposal, the Proponent must disclose to the City any potential conflict of interest that might compromise its performance. If such a conflict of interest does exist, the City may, at its discretion, refuse to consider the Proposal. All members of the Proponent's team must be acting at arms ' length to each other.

The Proponent must also disclose whether it is aware of any City employee, Council member or member of a City agency, board or commission or employee thereof having a financial interest in the Proponent and the nature of that interest. If such an interest exists or arises during the evaluation process or the negotiation of the Agreement, the City may, at its discretion, refuse to consider the Proposal or withhold the awarding of any Agreement to the Proponent until the matter is resolved to the City's sole satisfaction.

Proponents are cautioned that the acceptance of their Proposal may preclude them from participating as a Proponent in subsequent projects where a conflict of interest may arise. The successful Proponent for this project may participate in subsequent/other City projects provided the successful Proponent has satisfied pre-qualification requirements of the City, if any, and in the opinion of the City, no conflict of interest would adversely affect the performance and successful completion of an Agreement by the successful Proponent.

## **13. Ownership and Confidentiality of City-Provided Data**

All correspondence, documentation and information provided by City staff to any Proponent in connection with, or arising out of this RFP, the acceptance of any Proposal:

- a) is and shall remain the property of the City;

- b) must be treated by Proponents as confidential;
- c) must not be used for any purpose other than for replying to this RFP, and for fulfillment of any related subsequent Agreement.

#### **14. Ownership and Disclosure of Proposal Documentation**

The documentation comprising any Proposal submitted in response to this RFP, along with all correspondence, documentation and information provided to the City by any Proponent in connection with, or arising out of this RFP, once received by the City:

- a) shall become the property of the City and may be appended to the Agreement and/or Purchase Order with the successful Proponent;
- b) shall become subject to the *Municipal Freedom of Information and Protection of Privacy Act* ("MFIPPA"), and may be released, pursuant to that Act.

Because of *MFIPPA*, prospective Proponents are advised to identify in their Proposal material any scientific, technical, commercial, proprietary or similar confidential information, the disclosure of which could cause them injury.

Each Proponent's name at a minimum shall be made public. Proposals will be made available to members of City Council provided that their requests have been made in accordance with the City's procedure and may be released to members of the public pursuant to *MFIPPA*.

#### **15. Intellectual Property Rights**

Each Proponent warrants that the information contained in its Proposal does not infringe any intellectual property right of any third party and agrees to indemnify and save harmless the City, its staff and its consultants, if any, against all claims, actions, suits and proceedings, including all costs incurred by the City brought by any person in respect of the infringement or alleged infringement of any patent, copyright, trademark, or other intellectual property right in connection with their Proposal.

#### **16. Failure or Default of Proponent**

If the Proponent, for any reason, fails or defaults in respect of any matter or thing which is an obligation of the Proponent under the terms of the RFP, the City may disqualify the Proponent from the RFP and/or from competing for future RFPs issued by the City. In addition, the City may abandon the Agreement if the offer has been accepted, whereupon the acceptance, if any, of the City shall be null and void.

The Proponent and its affiliates, associates, third-party service providers, and subcontractors shall not release for publication any information in connection with this RFP or any Agreement without prior written permission of the City.

## **17. Governing Law**

This RFP and any Proposal submitted in response to it and the process contemplated by this RFP including any ensuing Agreement shall be governed by the laws of the Province of Ontario. Any dispute arising out of this RFP or this RFP process will be determined by a court of competent jurisdiction in the Province of Ontario.

**APPENDIX 3**

**OFFER TO PURCHASE AND DELIVERY AGREEMENT**

**TERM SHEET**

**This term sheet (referred to in the attached Offer to Purchase as the “Term Sheet”) forms part of the attached Offer to Purchase (and all references in this Term Sheet are to sections in the attached Offer to Purchase).**

**Property Address:** 146 & 150 Harrison Street and 50 & 54 Lakeview Avenue, Toronto, Ontario

**Legal Description**

Part of Lots 17, 19, 20, 21, 22, 23, 24, Plan D-182, being parts 2, 4, 5, 8,11 and 13 on Plan 66R-XXXX, being part of PIN 21279-0427 (LT), PIN 21279-0415 (LT) and PIN 21279-0426 (LT).  
\*\*\*\*\*

**1. PURCHASER:** \_\_\_\_\_

**CONTACT:**

Name	Title	Telephone No.
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**ADDRESS:** \_\_\_\_\_

**2. PURCHASE PRICE:** FMV Dollars \$

**3. DEPOSIT:** Two Dollars \$2.00  
Note: Refer to Section 2.1 (a)

**4. PURCHASER'S SOLICITORS:** \_\_\_\_\_

**CONTACT:**

Name	Telephone No.
------	---------------

**ADDRESS:** \_\_\_\_\_

**5. PURCHASER'S HST NO:** \_\_\_\_\_  
Note: Refer to Article 22

**6. IRREVOCABLE DATE:** June 12, 2018  
Note: Refer to Section 4.1

**7. CLOSING DATE:** 35 days after all conditions in Paragraph 4 have been waived or such other dates as has been mutually agreed to by the parties  
Note: Refer to Section 5.1 and Section 7.1

## OFFER TO PURCHASE

### B E T W E E N:

(the "Purchaser")

- and -

### CITY OF TORONTO

(the "City")

#### 1. THE PROPERTY

1.1 The Purchaser offers to purchase from the City the real property more particularly described in Schedule "A" attached (the "*Property*"), on the terms set out in this offer to purchase (the "*Offer*") and in the agreement of purchase and sale that will result if this *Offer* is approved by the Council of the City (the "*Council*") and accepted by the City (the "*Agreement*").

#### 2. PURCHASE PRICE

2.1 The Purchaser shall pay the amount set out in Paragraph 2 of the *Term Sheet* (the "*Purchase Price*"), plus GST and other applicable taxes, and subject to the usual adjustments, by giving back to the City on Closing, a mortgage in the amount of XXXXXXXXXXXXXXXXXXXX (\$XXXX) in the form attached as Schedule "E"; and

#### 3. INTENTIONALLY DELETED

#### 4. CONDITIONS:

##### 4.1 Purchaser's Conditions:

This *Offer* and completion of the transaction herein contemplated is conditional until 4:30 on XXXXXX, 2018 or such other mutually agreeable date, upon:

- a) the Purchaser's board of directors authorizing the transaction contemplated herein;
- b) the City filing a Record of Site Condition with the Environmental Site Registry; and

- c) the City obtaining authority to declare the Property surplus to its needs and to dispose of it.

The Purchaser shall have the right to terminate this Agreement by notice in writing to the City on or before the expiry of the time set out above in the event that any one or more of the foregoing conditions has not been satisfied. Upon such notice, this Agreement shall be null and void. In the event that the Purchaser does not notify the City within the time so limited, the Purchaser shall be deemed to have waived the foregoing conditions. The foregoing conditions are expressed to be for the sole benefit of the Purchaser which the Purchase shall have the right to waive and to complete the transaction contemplated by this Agreement.

#### **4.2 City's Conditions**

This *Offer* and completion of the transaction herein contemplated is conditional until 4:30 on XXXX, 2018 or such other mutually agreeable date, upon:

- a) the City filing a Record of Site Condition with the Environmental Site Registry; and
- b) the City obtaining authority to declare the Property surplus to its needs and to dispose of the Property.

The City shall have the right to terminate this Agreement by notice in writing to the Purchaser on or before the expiry of the time set out above in the event that any one or more of the foregoing conditions has not been satisfied. Upon such notice, this Agreement shall be null and void. In the event that the City does not notify the Purchaser within the time so limited, the City shall be deemed to have waived the foregoing conditions. The foregoing conditions are expressed to be for the sole benefit of the City which the City shall have the right to waive and to complete the transaction contemplated by this Agreement

### **5. ACCEPTANCE – APPROVAL BY COUNCIL**

**5.1** The Purchaser agrees that no agreement for the purchase and sale of the *Property* shall result from this *Offer* unless and until this *Offer* has been approved by *Council* and accepted by the City. In consideration of \$1.00 and other valuable consideration, the receipt and sufficiency of which are acknowledged, the Purchaser agrees that this *Offer* shall be irrevocable until 4:30 p.m. on the Irrevocable Date as set out in Paragraph **6** of the *Term Sheet* after which time, if not approved by *Council* and accepted by the City, this *Offer* shall be null and void.

**5.2** Notice of the approval of this *Offer* by *Council* and acceptance of this *Offer* by the City may be communicated by the City to the Purchaser's lawyer (or, if the Purchaser's lawyer has not been identified on the *Term Sheet*, to the Purchaser) by e-mail or by delivering personally or sending by mail the copy of this *Offer* that was executed by the Purchaser that has been approved by *Council* and executed by the City in accordance with this *Offer*.

**5.3** The Purchaser agrees that upon *Council* approving and the City accepting this *Offer* there shall be a binding agreement of purchase and sale between the Purchaser and the City.

## **6. PROPERTY**

**6.1** The Purchaser shall be allowed until 4:30 p.m. on the thirtieth (30th) day next following the date the last of the conditions set out in Paragraph **3** have been waived (that date itself not to be included in the calculation of the thirty (30) day period) (the "*Due Diligence Period*") to examine, at the Purchaser's own expense, the title to the *Property*, and to satisfy itself that:

- (a)** the title to the *Property* is good and free from all registered restrictions, charges, liens, and encumbrances except as otherwise specifically provided in the *Agreement* and save and except for: **(i)** any registered restrictions or covenants that run with the *Property*, provided that they have been complied with; **(ii)** any registered agreements with municipalities, publicly regulated utilities and similar authorities, provided that they have been complied with; **(iii)** any easements, rights of way, and similar interests, provided that they do not, in the aggregate, materially adversely affect the present use of the *Property*; **(iv)** any qualifications, reservations, provisos and limitations imposed by any applicable statute; **(v)** any matters which would be disclosed by an up-to-date survey; and
- (b)** there are no outstanding compliance orders or deficiency notices issued by any federal, provincial or municipal authority affecting the *Property*;

The City consents to the release by governmental authorities to the Purchaser of details of all outstanding municipal work orders or deficiency notices affecting the *Property*, and the City agrees to execute and deliver to the Purchaser such further authorizations in this regard as the Purchaser may reasonably require. Nothing in this *Offer* or the *Agreement* shall be deemed to authorize or permit the Purchaser to request any governmental or other inspections of the *Property*, except as expressly provided for in the *Agreement*.

**6.2** If, within the *Due Diligence Period*, the Purchaser gives *Notice* to the City or the City Solicitor of any valid objection to title, or to any outstanding order, deficiency notice or directive to which the Purchaser is entitled to object pursuant to Section **6.1** of this *Agreement* and will not waive, and which the City is unable or, in its sole and absolute

discretion, determines not to remove, remedy or satisfy, the *Agreement* shall, notwithstanding any intermediate acts or negotiations in respect of any such objection, be at an end and the City, its officers, employees, agents, representatives and elected and appointed officials shall not be liable for any costs or damages. Except for any valid objection so made within the *Due Diligence Period*, and except for any objection going to the root of title, the Purchaser shall be conclusively deemed to have accepted the City's title to the *Property*.

**6.3** Subject to Sections **6.1** and **6.2**, the City agrees to discharge any outstanding liens, mortgages, charges or encumbrances other than the *Permitted Encumbrances* registered against title to the *Property* at its own expense prior to "*Closing*" (as defined in Section **8.1**).

**6.4** The Purchaser shall not call for the production of any title deed, abstract, survey or other evidence of title to the *Property* except those that are in the control or possession of the City. The City agrees to deliver an up-to-date survey of the *Property* prior to the last day of the *Due Diligence Period*.

**6.5** There is no condition, representation, or warranty of any kind, express or implied, that the present use of the *Property* or any future intended use of the *Property* is or will be lawful or permitted or that any survey or plan delivered by the City to the Purchaser is complete or accurate. Without limiting the generality of the foregoing, this *Offer* and the *Agreement* and the obligations of the Purchaser under this *Offer*.

**6.6** The Purchaser acknowledges having inspected the *Property* and having satisfied itself with respect to all matters relating to the *Property* (other than those matters to which the Purchaser is entitled to object in accordance with Section **6.2** of this *Offer*), prior to submitting this *Offer*.

## **7. ACKNOWLEDGMENTS OF PURCHASER**

**7.1** The Purchaser acknowledges that: **(i)** the *Property* is being sold "as is", including, without limitation, **(1)** its environmental condition, state of repair, deficiencies and encroachments from and onto the *Property*, and; **(2)** all existing structures, infrastructure, equipment, improvements, installations or inclusions of any kind, whether below-grade or above-grade, and whether apparent on a visual inspection of the *Property* or otherwise, and whether or not within the knowledge or imputed knowledge of the City, its officers, employees, agents, representatives, contractors or elected and appointed officials (collectively, the "*Improvements*") **(ii)** the City has not made, does not make, and shall not be required to provide any warranty or representation with respect to the physical or environmental condition of the *Property* or with respect to the condition or existence of any *Improvements*, including, but without limitation, the condition of the soil or groundwater, both surface and subsurface, or the existence of any *Hazardous Substance* in, on, under or in the vicinity of the *Property*, or with respect to any deficiencies or encroachments affecting the *Property* (environmental or otherwise), **(iii)** the City shall



have no liability or obligation with respect to the value, state, or condition (environmental or otherwise) of the *Property* or with respect to the existence, location, value, state or condition (environmental or otherwise) of any *Improvements*; and **(iv)** all of **(i)**, **(ii)** and **(iii)** shall on *Closing* be accepted and assumed by the Purchaser.

## **8. CLOSING**

**8.1** The completion of the transaction of purchase and sale provided for in the *Agreement* (the "*Closing*") shall occur on the date specified in Paragraph **7** of the *Term Sheet* or, if no date is specified in Paragraph **7** of the *Term Sheet*, on the 30th day following expiry of the *Due Diligence Period*, or at such earlier or later date as the parties, or their respective solicitors, may mutually agree in writing (the "*Closing Date*"). Any tender of money under this *Offer* or the *Agreement* may be made by bank draft or certified cheque from a Schedule I chartered bank.

## **9. CLOSING DELIVERIES**

**9.1** The City shall, at its own expense, prepare, execute and deliver to the Purchaser on *Closing* the following:

- (a)** Transfer/Deed of Land;
- (b)** Statement of Adjustments; and
- (c)** Delivery Agreement, attached hereto as Schedule **B**, signed by the City.

**9.2** The Purchaser shall, at its own expense, prepare, execute and deliver to the City on *Closing* the following:

- (a)** the balance of *Purchase Price*; subject to adjustments;
- (b)** vendor take back mortgage;
- (c)** a certified copy of the resolution of the Purchaser approving and authorizing the execution of the *Agreement* and completion of the transaction provided for in the *Agreement*;
- (d)** H.S.T. Certificate, the form of Schedule **C**;
- (e)** Confirmation and Release, signed by the Purchaser, in form of Schedule **D**; and
- (f)** Delivery Agreement, signed by the Purchaser.

## 10. NOTICE

**10.1** Unless otherwise provided in this *Offer* or the *Agreement*, any notice, approval or other communication required or permitted to be given ("*Notice*") shall be in writing and shall be personally delivered, sent by prepaid registered mail, or sent by telecopier and, in the case of notice to the City, addressed to it as follows:

City of Toronto  
55 John Street. Metro Hall, 2<sup>nd</sup> Floor  
Toronto ON M5V 3C6  
  
Attention: Director of Real Estate Services  
Telecopier No.: (416) 392-1880

**With a copy to:**

City of Toronto  
55 John Street  
Metro Hall, 26<sup>th</sup> Floor, Station 1260  
Toronto ON M5V 3C6  
  
Attention: City Solicitor  
Telecopier No.: (416) 397-5624

and in the case of *Notice* to the Purchaser, to the Purchaser's lawyer (or if the Purchaser's lawyer has not been identified on the *Term Sheet*, to the Purchaser), at the addresses shown in paragraph 1 of the *Term Sheet*.

Proponent Address:

Attention:  
Telecopier No.:

**10.2** Any *Notice* so given shall be deemed conclusively to have been given and received on the date of delivery if personally delivered, or on the third (3rd) business day following the date of mailing if sent by prepaid registered mail, on the day of transmission by telecopier (if transmitted prior to 5:00 p.m. on a business day), and on the business day next following transmission (if transmitted after 5:00 p.m., or if transmitted on other than a business day), provided that if there is any anticipated or existing postal dispute, *Notice* shall be personally delivered or transmitted by telecopier. Either party may from time to time change its address for service by *Notice* to the other party to this *Offer*.

## **11. CONFIDENTIALITY AND ACCESS TO INFORMATION**

**11.1** The Purchaser, for itself, its shareholders, employees, engineers, surveyors, consultants and agents, agrees that it shall not at any time subsequent to the date set out in item **[A]** on the *Execution Page*, except as required by law, disclose to anyone or use for any purpose other than the purpose contemplated by this *Offer* and the *Agreement* or the development of the *Property* by the Purchaser any information concerning the City, the Purchaser and the *Property*, whether such information was disclosed by the City or obtained by the Purchaser, its employees, engineers, surveyors, consultants and agents through its investigations and inquiries, where such information was not or will not be a matter of public record. If, prior to *Closing*, the *Agreement* is terminated, the Purchaser shall return all documents and materials obtained by it from the City in connection with this *Offer* and the *Agreement*. This Section shall not expire with or be terminated or extinguished by or merged in the *Closing* of the transaction of purchase and sale contemplated by this *Offer* and the *Agreement*, and shall survive both the termination of this *Offer* and the termination of the *Agreement* for any reason or cause whatsoever and the *Closing* of this transaction.

**11.2 (a)** The Purchaser acknowledges that all information, documents and correspondence provided by the Purchaser to the City in connection with the *Offer*, the *Agreement* and the transaction provided for in the *Offer* and the *Agreement* (collectively, the "*Purchaser's Information*") will become the property of the City, subject to the *Municipal Freedom of Information and Protection of Privacy Act* (Ontario) as amended ("*MFIPPA*") and subject to any other obligations of the City to disclose information in its possession or control. Therefore, the Purchaser acknowledges that all or some of the *Purchaser's Information* may be reproduced or otherwise copied by the City, may become part of the public record of the transaction provided for in the *Offer* and the *Agreement*, and consents to the disclosure of the *Purchaser's Information* by the City pursuant to *MFIPPA* or otherwise. The Purchaser should assume that the name of the Purchaser will be, in every case, a matter of public record.

**(b)** The Purchaser agrees to identify those portions, if any, of the *Purchaser's Information* which contain any scientific, technical, commercial, proprietary, financial or labour relations information, any trade secrets or any information of a similar confidential nature the disclosure of which could cause the Purchaser any harm. The Purchaser agrees that any of the *Purchaser's Information* which is not expressly identified to the City as confidential information at the time that it is received by the City will be treated as public information.

## **12. INTENTIONALLY DELETED**

## **13. INTENTIONALLY DELETED**

## **14. DIVISIONS/HEADINGS**

**14.1** The division of this *Offer* and the *Agreement* into Articles, Sections, Subsections, Paragraphs and Subparagraphs, and the insertion of headings or captions, are for convenience of reference only, and shall not affect the construction or interpretation of this *Offer* or the *Agreement* or any parts of them.

## **15. CUMULATIVE REMEDIES**

**15.1** No remedy conferred upon or reserved by one or both of the parties is intended to be exclusive of any other remedy. Each remedy shall be cumulative and in addition to every other remedy conferred or reserved, whether such remedy exists on the date of this *Offer* or after, and whether such remedy becomes available under common law, equity or statute.

## **16. INTERPRETATION**

**16.1** This *Offer* and the *Agreement* shall be read with all changes of gender and number required by the context. If two or more persons have executed this *Offer* as Purchaser, their liability shall be joint and several.

## **17. REFERENCES TO STATUTES**

**17.1** Except as otherwise expressly provided in this *Agreement*, references to any statute shall be deemed to be a reference to such statute and any and all regulations from time to time promulgated under such statute, and to such statute and regulations as amended or re-enacted from time to time. Any reference to a specific section or sections, paragraph or paragraphs and/or clause or clauses of any statute, or of any regulations promulgated under such statute, shall be deemed to include a reference to any corresponding provisions of future law.

## **18. TIME OF ESSENCE**

**18.1** Time shall in all respects be of the essence of all matters provided for in this *Offer* and the *Agreement*, provided that the time for the doing or completing of any matter may be extended or abridged by an agreement, in writing, executed by the City and the Purchaser, or by their respective solicitors, who are expressly appointed for that purpose.

## **19. CANADIAN FUNDS**

**19.1** All dollar amounts set out in this *Agreement* are in Canadian funds.

## 20. LAND TRANSFER TAXES, SALES TAXES AND HST

**20.1 (a)** In this Article, "*taxes charged*" means all taxes, rates, duties, levies, fees, charges and assessments whatsoever (including penalties and interest applicable thereto), imposed, assessed, levied or charged under: **(i)** the *Land Transfer Tax Act* (Ontario); **(ii)** the *City of Toronto Act, 2006*; **(iii)** the *Retail Sales Tax Act* (Ontario); **(iv)** the *Excise Tax Act* (Canada) (the "*ETA*"), including, without limitation, all goods and services taxes and all harmonized sales taxes ("*HST*").

**(b)** In addition to the *Purchase Price*, the Purchaser shall pay all taxes charged in respect of this Offer, the *Agreement* and any conveyances, dispositions or supplies of land, goods, services or any interest in any of them to be made by the City under this *Offer* or the *Agreement*.

**20.2 (a)** The Purchaser represents and warrants to the City that the Purchaser is purchasing the *Property* as principal, for its own account, and that the Purchaser does not act as agent, trustee or otherwise on behalf of any principal, beneficiary or other person or entity. The Purchaser acknowledges that this representation and warranty will survive *Closing*. The Purchaser agrees to deliver on *Closing* a certificate in the form attached as Schedule "**C**" (the "*HST Certificate*"), confirming that this representation and warranty is true on *Closing*, will survive *Closing*, and will not merge in the completion of the transactions provided for in the *Agreement*.

**(b)** If the Purchaser is not a registrant under the *ETA*, or is a registrant who is not permitted to self-assess and remit *HST* under the *ETA*, the Purchaser shall pay *HST* to the City on *Closing*, in addition to the *Purchase Price*, in accordance with the *ETA*, and the *HST Certificate* will not contain paragraph 3 as set out in Schedule "**C**"

**(c)** If the Purchaser is a registrant required to self-assess and remit *HST* under the *ETA*:

- (i)** the Purchaser shall execute and deliver on *Closing* a *HST Certificate* including paragraph 3 as set out in Schedule "**C**";
- (ii)** the Purchaser shall provide to the City Solicitor, at least ten (10) days prior to *Closing*, written confirmation of the Purchaser's *HST* registration number; and
- (iii)** the Purchaser authorizes the City to contact the Canada Revenue Agency ("*CRA*") to verify the Purchaser's *HST* registration number, and authorizes and directs *CRA* to release to the City any information required to permit the City to do so; the Purchaser will execute and deliver to the City, within forty-eight (48) hours of being requested to do so, such further authorizations and directions as may be reasonably required by the City to give effect to this clause.

## **21. ASSIGNMENT**

**21.1** The Purchaser shall not assign this *Offer* or the *Agreement*, or direct that title to the *Property* be taken in the name of any person or entity other than the Purchaser, without the prior written consent of the City, which consent **may** be unreasonably and arbitrarily withheld. It shall be deemed to be an assignment of this *Offer* and the *Agreement* requiring the prior written consent of the City if there is a transfer or assignment of the whole or any part of the ownership or control of the Purchaser. If the City consents to an assignment, or to a direction that title to the *Property* be taken in the name of any person or entity other than the Purchaser, the Purchaser shall agree, and shall cause the assignee or such other person or entity to agree, in writing in favour of the City, to be jointly and severally bound to perform the obligations of the Purchaser under this *Offer* and the *Agreement*. The *Agreement* shall enure to the benefit of and be binding upon the City, its successors and assignees, and the Purchaser, its successors and permitted assignees.

## **22. NO REGISTRATION**

**22.1** The Purchaser agrees not to register this *Offer* or the *Agreement* or notice of this *Offer* or the *Agreement* or a caution, certificate of pending litigation, or any other document providing evidence of this *Offer* or the *Agreement* or of any interest of the Purchaser in the *Property* against title to the *Property* (collectively, the "*Purchaser's Registration*"). The Purchaser irrevocably nominates, constitutes and appoints the City as its agent and attorney in fact and in law to cause the removal of the *Purchaser's Registration* from title to the *Property*. Should the Purchaser be in default of its obligations under this Section, the City may (as agent and attorney of the Purchaser) cause the removal of the *Purchaser's Registration* from the title to the *Property*.

## **23. CITY AS VENDOR**

**23.1** Nothing in this *Offer* or the *Agreement* derogates from or interferes with or fetters the exercise by the City of all of its rights as a municipality, or imposes any obligations on the City, in its role as a municipality, and the City shall not be prevented from or prejudiced in carrying out its statutory rights and responsibilities, including planning rights and responsibilities. Nothing in this *Offer* or the *Agreement* derogates from or interferes with or fetters the exercise by the City's officers, employees, agents, representatives or elected and appointed officials of all of their rights, or imposes any obligations on the City's officers, employees, agents, representatives or elected and appointed officials, other than as expressly set out in this *Offer* and the *Agreement*.

**23.2** No communication or dealing between the Purchaser and any department, committee, body, officer, employee, agent, representative or elected or appointed official of the City will be deemed to be a communication or dealing under the provisions of this *Offer* and the *Agreement* between the Purchaser and the City as parties to this *Offer* and the *Agreement*, or to affect the City with notice of any such communication or dealings. It

is intended and agreed that the City acts solely in a private capacity under this *Offer* and the *Agreement* and any communication or dealing between the City and the Purchaser as parties to this *Offer* and the *Agreement* will only be effective if delivered in accordance with the notice provisions set out in this *Offer* and the *Agreement*. No communication or dealing between the City as a party to this *Offer* and the *Agreement* and the Purchaser as a party to this *Offer* and the *Agreement* will relieve the Purchaser from the responsibility of discharging its lawful obligations to the City imposed by statute, regulation, by-law or in any other lawful manner separate and apart from the obligations of the Purchaser imposed by this *Offer* and the *Agreement*.

**23.3** Any of the rights and obligations of the City under this *Offer* and the *Agreement* may be exercised and performed, respectively, by the Deputy City Manager, Internal Corporate Services, from time to time, or by his or her successors and designate(s) from time to time.

## **24. APPLICABLE LAWS**

**24.1** The *Agreement* shall be interpreted and enforced in accordance with the laws of the Province of Ontario and Canada. Any legal proceeding arising in connection with this *Agreement* shall be commenced and heard in a court (or, if applicable, a tribunal of competent jurisdiction) sitting in Toronto, Ontario, which it is agreed will be the appropriate location. If the court (or, if applicable, tribunal of competent jurisdiction) does not sit in Toronto, the legal proceedings shall be commenced and heard in the jurisdiction nearest to the City of Toronto within the Province of Ontario in which such court (or, if applicable, tribunal of competent jurisdiction) convenes.

## **25. TENDER AND ELECTRONIC REGISTRATION**

**(a)** The parties waive personal tender, and agree (subject to subsection **(b)**, next following) that:

tender may be validly and effectively made on the lawyer acting for the Purchaser or the City Solicitor, as the case may be. If the Purchaser or Purchaser's lawyer provides *Notice* to the City prior to *Closing* that the Purchaser is unwilling or unable to complete the transaction, the City will be relieved of any obligation to tender upon the Purchaser or the Purchaser's lawyer, and the City may immediately begin to exercise all of its rights under this *Offer* and the *Agreement* in respect of breach by the Purchaser.

**(b)** If the *LRO* provides for electronic registration of conveyancing documents in respect of the transfer of title to the *Property* on *Closing* ("*Teraview Electronic Registration System*" or "*TERS*"), the following provisions shall apply:

- (i)** the Purchaser agrees to retain a lawyer who is both an authorized *TERS* user and in good standing with the Law Society of Upper Canada to represent the Purchaser in connection with the

completion of this transaction, and shall authorize such lawyer to enter into an escrow closing agreement with the City Solicitor in the form recommended from time to time by the Law Society of Upper Canada or in such other form as is required by the City Solicitor (hereinafter referred to as the “*Document Registration Agreement*” or “*DRA*”) establishing the procedures and timing for completing this transaction and to be executed by the Purchaser’s lawyer and returned to the City Solicitor at least ten (10) days prior to *Closing*.

- (ii) the Purchaser and the City agree that the delivery and exchange of documents and the release thereof to the City and the Purchaser, as the case may be: (i) shall not occur contemporaneously with the registration of the Transfer/Deed (and other registerable documents); and (ii) shall be governed by the *DRA*, pursuant to which the lawyer receiving the documents, and/or certified funds, will be required to hold them in strict accordance with the *DRA*.
- (iii) if the Purchaser’s lawyer is unwilling or unable to complete the transaction using *TERS*, in accordance with the provisions of the *DRA*, then the Purchaser’s lawyer (or their agent) shall be obliged to personally attend at the office of the City Solicitor, at such time on the day scheduled for *Closing* as the City Solicitor may direct, in order to complete this transaction using *TERS* on the computer facilities in the City Solicitor’s office, and shall pay a fee as determined by the City Solicitor, acting reasonably, for the use of the City’s computer facilities.
- (iv) notwithstanding anything contained in this *Offer* or the *Agreement* to the contrary, it is agreed by the City and the Purchaser that an effective tender shall be deemed to have been validly made by the City upon the Purchaser when the City Solicitor has (i) caused all closing documents to be delivered to the Purchaser’s lawyer in accordance with the provisions of the *DRA*; (ii) advised the Purchaser’s lawyer by *Notice* that the City is ready, willing and able to complete the transaction in accordance with the terms and provisions of this *Offer* and the *Agreement*; and (iii) has completed steps required by *TERS* in order to complete this transaction that can be performed or undertaken by the City Solicitor without the cooperation or participation of the Purchaser’s lawyer, and specifically when the “completeness signatory” for the transfer/deed has been electronically “signed” by or on behalf of the City Solicitor, without personally attending upon the Purchaser or the Purchaser’s lawyer with the documents or funds required to be delivered by the City for *Closing*, and without any requirement to have an independent witness to confirm any of (i), (ii) or (iii), immediately preceding.



## **26. SCHEDULES**

**26.1** Schedules “A”, “B”, “C” and “D” attached, form part of this *Agreement*. If there is any conflict between what is set out in a Schedule and what is otherwise set out in the *Agreement*, the conflicting term set out in the Schedule shall prevail.

## **27. INDEPENDENT LEGAL ADVICE**

**27.1** The Purchaser acknowledges that the City, the City Solicitor and the City’s solicitors, if any, have not represented and do not represent the legal or financial interests of the Purchaser, and do not provide and have not provided any legal, financial or other advice to the Purchaser. The Purchaser acknowledges that the Purchaser’s interests can only be properly protected in this transaction if the Purchaser obtains independent legal and financial advice, and the City encourages the Purchaser to do so. In submitting the *Offer*, the Purchaser acknowledges that the City has recommended that the Purchaser obtain independent legal and financial advice and confirms: **(i)**, that the Purchaser has done so; or **(ii)**, that the Purchaser has made an informed decision not to do so, and has elected to submit the *Offer* and to proceed with the proposed transaction without the benefit of independent legal and financial advice, subject to the requirements of Section **29** relating to electronic registration.

## **28. ENTIRE AGREEMENT**

**28.1** This *Offer* and the *Agreement*, including any Schedules attached to this *Offer* and the *Agreement*, shall constitute the entire agreement between the parties concerning the transaction contemplated by this *Offer* and the *Agreement*. The Purchaser acknowledges that the City has made no representation, warranty, agreement or condition, whether direct or collateral, or express or implied, which induced the Purchaser to make this *Offer* or to enter into the *Agreement* or on which reliance is placed by the Purchaser, or which affects the *Agreement* or the *Property*, other than as expressly set out in this *Offer* and the *Agreement*. This *Offer* and the *Agreement* shall not be modified or amended except by written agreement executed by both the City and the Purchaser.

[A] DATED the \_\_\_\_\_ day of \_\_\_\_\_, 2018.

**NAME OF PROPONENT**

by: \_\_\_\_\_

Name:

Title:

c/s

by: \_\_\_\_\_

Name:

Title:

I/We have authority to bind the Corporation.

[B] The City accepts this *Offer* the \_\_\_\_\_ day of \_\_\_\_\_, 2018.

**CITY OF TORONTO**

**APPROVED AS TO FORM**

.....  
For Wendy Walberg, City Solicitor

by: \_\_\_\_\_

Name:

Title:

by: \_\_\_\_\_

Name:

Title: I/We have authority to bind the Corporation

Authorized by Executive Committed Item No. .... as adopted by the Council of the City of Toronto on the .....day of ..... 201 .

## SCHEDULE "A"

### PROPERTY

**Municipal Address:** 146 & 150 Harrison Street and 50 & 54 Lakeview Avenue

**Legal Description:** Part of Lots 17, 19, 20, 21, 22, 23, 24, Plan D-182, being parts 2, 4, 5, 8, 11 and 13 on Plan 66R-XXXX, being part of PIN 21279-0427 (LT), PIN 21279-0415 (LT) and PIN 21279-0426 (LT). (the "*Property*").

**The *Property* is being sold subject to the following encumbrances:**

1. Normal utility easements serving the *Property* and/or other properties.
2. Applicable municipal by-laws, development agreements, subdivision agreements, site plan agreements and building restrictions, provided they are complied with.
3. Any easements, rights-of-way, licences, and restrictions that run with the land and other minor encumbrances which do not materially interfere with the existing use of the *Property*.
4. The reservations, limitations, provisos and conditions expressed in the original grant from the Crown and any statutory exceptions to title.
5. Any claims, leases, charges, encumbrances, easements or interests in or to the *Property* not disclosed by registered title;
6. Errors, omissions and defects, if any, in surveys and surveying matters generally, and irregularities, easements, encroachments, rights-of-way or other defects and discrepancies in title or possession which are or would be disclosed by an up-to-date survey of the *Property*, or any minor discrepancies in the legal description contained in any registered deed or other instrument.
7. Minor title defects which in the aggregate do not materially affect the marketability of the *Property*.
8. Any rights of expropriation, access or user, or any other similar right conferred or reserved by or in any statute of Canada or Ontario.
9. Any statutory liens or levies not disclosed by registered title.
10. Inchoate liens for taxes or assessments by public authorities.
11. Any structures, infrastructure, equipment, installations or inclusions of any kind, whether below-grade or above-grade, and whether apparent on a visual inspection of the *Property* or otherwise, and whether or not within the knowledge or imputed knowledge of the City, its officers, employees, agents, representatives, contractors or elected and appointed officials.

**SCHEDULE "B"**

**CITY OF TORONTO**

**- and -**

**XXXXXXXXXXXXXXXXXX**

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**AFFORDABLE OWNERSHIP HOUSING DELIVERY AGREEMENT**

**146 and 150 Harrison Street & 50 and 54 Lakeview Avenue, Toronto**

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This Agreement made the \_\_\_\_\_ day of \_\_\_\_\_, 2018.

**BETWEEN:**

**CITY OF TORONTO**

(hereinafter called the "City")

- and -

**XXXXXXXX**

(hereinafter called the "Proponent")

**WHEREAS:**

- A. In order to create a supply of Affordable Housing, Canada Mortgage and Housing Corporation and Her Majesty the Queen in Right of Ontario, as represented by the Minister of Municipal Affairs and Housing entered into the CMHC – Ontario Agreement for Investment in Affordable Housing Extension (2014 - 2019) Program (the "IAH Program"), one component of which provides funding for Affordable Home Ownership;
- B. The City has entered into a Service Manager Administration Agreement with the Minister to participate in the Homeownership Component of the Program ("the IAH Agreement");
- C. The 2016 Federal Budget introduced the new Social Infrastructure Fund (SIF). The federal/ provincial agreement with Ontario was announced June 21, 2016, which included funding allocation for the City. One of the main components of SIF is increased funding for the IAH Program;
- D. The IAH Agreement provides the opportunity for the City to choose organizations to assist in delivery of the homeownership component of the IAH Program;
- E. To further assist with the creation of new affordable home ownership housing units, Council of the City of Toronto approved Item EX43.26 "Standardizing City Support for New Assisted Ownership Housing Opportunities" at its meeting held May 11, 2010 and, thereby, established the Home Ownership Assistance Program (the "HOAP");

- F. The City issued a Request for Proposals on [insert date], and the Proponent applied to develop affordable ownership housing located at 146 and 150 Harrison Street & 50 and 54 Lakeview Avenue, Toronto, Ontario;
- G. The Proponent has been selected to deliver the Affordable Housing to be developed at 146 and 150 Harrison Street & 50 and 54 Lakeview Avenue, Toronto, on behalf of the City, which transaction includes the transfer of the property to the Proponent

**NOW THEREFORE**, the City and the Proponent agree with each other as follows:

## 1. INTERPRETATION

In this Agreement, including all Schedules attached hereto, unless the context requires otherwise, the following terms have the meaning set out in this section.

**"Affordability Period"** means the time period which shall be no less than fifty (50) years commencing on the closing date of each Eligible Unit;

**"Agreement"** has the meaning ascribed thereto in Section 2;

**"Application Package"** has the meaning ascribed in Section 3.4;

**"Business Day"** means each Monday, Tuesday, Wednesday, Thursday and Friday except when any such day occurs on a statutory holiday observed in Ontario;

**"City"** means the City of Toronto;

**"CMHC"** means Canada Mortgage and Housing Corporation;

**"Director"** means the Director, Affordable Housing Office, City of Toronto and includes his or her designate or successor, if any;

**"Eligible Purchaser"** means a purchaser who satisfies the Purchaser Eligibility Criteria as defined in Schedule "A";

**"Eligible Unit"** means a unit in the Project that meets the Unit Eligibility Criteria as defined in Schedule "B";

**"Final Closing"** means date on which title to an Eligible Unit passes to the Eligible Purchaser pursuant to an agreement of purchase and sale with the Proponent;

**"Funds"** has the meaning ascribed to it in Section 2.4(a);

**"HOAP Funds"** means the City of Toronto funds dedicated to assisting with the purchase of Eligible Units through HOAP;

**"Home Ownership Program"** means the Proponent's home ownership program, as approved by the Director and which will include the components outlined in Section 3.2;

**"IAH Funds"** means the funding being provided pursuant to the IAH Program;

**"Land"** means part of the property currently known municipally as 146 and 150 Harrison Street & 50 and 54 Lakeview Avenue;

**"Land Value"** means the total amount of the vendor take back mortgage the Proponent gave, in favour of the City, on the Proponent's purchase of the Lands;

**"Loan"** means the home purchase assistance loan to an Eligible Purchaser on the terms and conditions set out in this agreement, the IAH component of which shall be in an amount of up to 10% of the Original Purchase Price, to a maximum of Fifty Thousand Dollars (\$50,000.00) and the HOAP component of which shall be in an amount of up to Twenty-Five Thousand Dollars (\$25,000.00);

**"MFIPPA Protected Information"** means any "Personal Information" as defined in the *Municipal Freedom of Information and Protection of Privacy Act*, R.S.O. 1990, c. M56;

**"Minister"** means the Minister of the Ministry of Housing;

**"Original Purchase Price"** means the purchase price set out in the agreement of purchase and sale between the Proponent and the Eligible Purchaser, for an Eligible Unit, inclusive of HST;

**"Parties"** means the City and the Proponent and **"Party"** means any one of them, as the context may require;

**"Project"** means the up to thirteen (13) new Eligible Units being built on the Land, the Eligible Purchasers of which will be provided with Loans in accordance with the terms and conditions of this Agreement; and

**"Start of Construction"** means when the Proponent is in a position to have the Start of Construction Affidavit, attached as Schedule "P" sworn and delivered to the City.

1.2 The following Schedules are attached to and form part of this Agreement:

Schedule "A" Purchaser Eligibility Criteria

Schedule "B"	Unit Eligibility Criteria
Schedule "C"	Application Form
Schedule "D"	Loan Agreement
Schedule "E"	List of Applicants
Schedule "F"	Planned Financial Commitment and Milestone Quarterly Reports
Schedule "G"	Letter to Eligible Purchaser
Schedule "H"	Request for Funding
Schedule "I"	Final Report on Loans
Schedule "J"	Solicitor's Opinion Letter
Schedule "K"	Sample Project Information Form
Schedule "L"	Declaration of Occupancy
Schedule "M"	Terms of City Charge
Schedule "N"	Semi-Annual Report
Schedule "O"	Declaration of Compliance with Anti-Harassment/Discrimination Legislation and City Policy
Schedule "P"	Start of Construction Affidavit

- 1.3 In the event of a conflict or inconsistency between the provisions of this Agreement and the provisions of a Schedule, the provisions of this Agreement shall prevail.
- 1.4 All references in this Agreement to section numbers are references to sections of this Agreement unless stated otherwise.

## **2. AGREEMENT**

- 2.1 The Proponent agrees to use the IAH Funds, the HOAP Funds and the Land Value provided under this Agreement for the sole purpose of providing purchase assistance to Eligible Purchasers to purchase Eligible Units.



- 2.2 The Proponent agrees to assist the City in delivering the benefit of the Funds to Eligible Purchasers on the terms and conditions set out herein and with all due diligence, in a professional and competent manner.
- 2.3 The Proponent acknowledges that, pursuant to the terms of this Agreement, it shall be deemed to be acting on behalf of the City in fulfilling its obligations under this Agreement and, as a result, the Proponent shall, in carrying out services under this Agreement, ensure that any person (including but not limited to the employees and volunteers of the Proponent) providing services under this Agreement shall:
- (a) act with all due and reasonable diligence, professional skill and competence, all to the satisfaction of the Director acting reasonably;
  - (b) comply with all directions of the Director's office, which directions shall be given reasonably; and
  - (c) refrain from making representations on behalf of the City which are beyond the scope of this Agreement.
- 2.4 The City agrees to provide the Proponent with:
- (i) **IAH Funds.** Up to Six Hundred and Fifty Thousand Dollars (\$650,000.00), to be used to provide up to thirteen (13) Loans of up to 10% of the Original Purchase Price. Up to a maximum of Fifty Thousand Dollars (\$50,000.00) per Unit, subject to the availability of the IAH Funds. The minimum amount of a Loan shall be Five Thousand Dollars (\$5,000.00). The availability of the IAH Funds will be determined at the sole discretion of the Director, acting reasonably; and
  - (ii) **HOAP Funds.** Up to Three Hundred and Twenty-Five Thousand Dollars (\$325,000.00), to be used to provide up to thirteen (13) Loans of up to Twenty-Five Thousand Dollars (\$25,000.00) per Unit, subject to the availability of the HOAP Funds. The minimum amount of a Loan shall be Five Thousand Dollars (\$5,000.00). The availability of the HOAP Funds will be determined at the sole discretion of the Director, acting reasonably.
  - (iii) **Land Value.** [TBD]

(the IAH Funds, the HOAP Funds and the Land Value are collectively referred to as the "Funds")

### **3. OBLIGATIONS OF THE PROPONENT**

- 3.1 The Proponent shall ensure that Start of Construction commences no later than five (5) years after the execution of this Agreement. If this obligation is not met, the City shall have no obligation to advance the Funds as outlined in Article 4.
- 3.2 The Proponent will deliver the Funds in accordance with the Proponent's Home Ownership Program, as approved by the Director and which will include:
- (a) an open, fair and transparent marketing plan that will promote and make information available about the Loans as is appropriate for the Proponent's business model and that will encourage Eligible Purchasers who are social housing tenants or are households on the social housing waiting list to purchase a unit at on the Lands with the assistance of a Loan;
  - (b) a statement of purchaser eligibility criteria, which will include, at a minimum, the criteria set out in Schedule "A" - Purchaser Eligibility Criteria to this Agreement;
  - (c) a statement of unit eligibility criteria which will include, at a minimum the criteria set out in Schedule "B" - Unit Eligibility Criteria to this Agreement;
  - (d) an income verification process which includes the obligation on the Proponent to obtain the Canada Revenue Agency notice of assessment for the most recent tax year for all members of the Eligible Purchaser's household over the age of 18;
  - (e) a Canadian residency verification process;
  - (f) a method for confirming the Eligible Purchaser's occupancy of the Eligible Unit annually, including, but not limited to obtaining a completed annual Declaration of Occupancy, as set out in Schedule "L" - Declaration of Occupancy from each Eligible Purchaser;
  - (g) a home ownership education plan;
  - (h) a plan for working with Construction Connections, as outlined in Section 3.20 of this Agreement;
  - (i) a plan for ensuring ongoing affordability of the Eligible Units during the Affordability Period; and
  - (h) a completed Declaration of Compliance with Anti-Harassment/Discrimination Legislation and City Policy form signed by the Proponent, a copy of which is attached hereto as Schedule "O".

- 3.3 The Proponent shall, on request and at least quarterly, in the first quarter to commence on the first day of the month following the execution of this Agreement, provide the City with a written progress report about the timing of funding commitments to Eligible Purchasers and the Project's development in the form of the report attached to Schedule "F" - Planned Financial Commitment and Milestone Quarterly Reports, and other such information as may be determined by the Director, action reasonably, from time to time. This obligation shall end with the delivery of the report contemplated in Section 5.1.
- 3.4 In accordance with Schedule "F" - Planned Financial Commitment and Milestone Quarterly Report", as periodically updated by the Proponent, the Proponent shall deliver to the Director the following Application Package electronically:
- (a) a completed List of Applicants, in the form set out in Schedule "E" – List of Applicants;
  - (b) a Project Information Form for each Eligible Purchaser, a sample of which is attached as Schedule "K" – Project Information Form, as provided by the City;
  - (c) a combined PDF for each Eligible Purchaser/ Eligible Unit of copies of:
    - i. the fully executed Loan Agreement for an amount equal to the sum of the HOAP Funds;
    - ii. the completed, signed and approved Loan Application;
    - iii. fully executed copies of all Agreements of Purchase and Sale;
    - iv. the Canada Revenue Agency notice of assessment for the most recent tax year for all members of the Eligible Purchaser's household over the age of 18;
    - v. proof that the Eligible Purchaser is vacating a residential tenancy, in the form of a lease, correspondence from the current landlord, or a sworn affidavit;
    - vi. a copy of current photo identification for the Eligible Purchaser; and,
    - vii. information used to determine Unit Eligibility.
- 3.5 Due to the annual funding deadline of the IAH Program, all Application Packages shall be delivered no later than the first Wednesday of December of any given year.

- 3.6 The Proponent shall:
- (a) make available, receive and review applications for Loans, substantially in the form of the application attached hereto as Schedule "C" – Application Form in a fair and equitable manner to determine the following:
    - (i) purchaser eligibility using the Purchaser Eligibility Criteria in accordance with the criteria set out in Schedule "A" – Purchaser Eligibility Criteria; and
    - (ii) Unit Eligibility to ensure compliance with the Unit Eligibility Criteria set out in Schedule "B" – Unit Eligibility Criteria.
  - (b) ensure that Eligible Purchasers are chosen through the Proponent's approved home ownership program;
  - (c) review the terms and conditions of the Loan with applicants to ensure such terms and conditions are fully understood;
  - (d) assist potential Eligible Purchasers in completing applications for Loans;
  - (e) inform applicants in a timely and effective manner whether or not they have been approved for a Loan, with approved applicants to receive a letter substantially in the form of the letter attached as Schedule "G"- Letter to Eligible Purchaser; and
  - (f) ensure each Eligible Purchaser attends a minimum two (2) hour home ownership education session offered by the Proponent and supported by the City.
- 3.7 The Proponent will ensure that each Loan Agreement is secured by a charge on the Eligible Unit and on any parking or locker or similar unit purchased with the Eligible Unit, on the terms and in the form of the charge set out in the Loan Agreement attached hereto as Schedule "D" (the Charge(s)), and shall include the terms below, and that it has received a satisfactory legal opinion as to registration and priority of the charge, substantially in the form of the legal opinion set out in Schedule "J" – Solicitor's Opinion Letter hereto, or a satisfactory policy of title insurance in favour of the City has been issued.
- 3.8 The Charge shall be taken by the Proponent in its own name, but the Proponent shall receive and hold all amounts payable to or received by the Proponent under or in respect of a Loan or under or in respect of any policy of insurance on the Eligible Unit as trustee for the City to the extent of the their respective beneficial interests in each Loan up to the principal amount of the Loan and any Capital Appreciation Amount attributable thereto.

- 3.9 On the Final Closing of a given Eligible Unit, the City hereby confirms and instructs the Proponent's Solicitor that it may release funds from its trust account to the Proponent in an amount equivalent to the principal amount of the IAH Loan once it is satisfied that the mortgage contemplated in Section 3.7 has been registered on title to such Eligible Unit.
- 3.10 It shall be the responsibility of the Proponent to administer the Charge, including, but not limited to preparing mortgage information and discharge statements, processing requests for postponements and registering discharges, as circumstances dictate, in a timely and reasonable manner. There shall be no fee payable to the Proponent for such administration.
- 3.11 The Funds provided to the Proponent under this Agreement and:
- (a) not allocated to Loans; or
  - (b) allocated for Loans that are then declined at Final Closing;
- will be repaid to the City at the last Final Closing to occur, accompanied by a Final Report on Loans as set out in Schedule "I" – Final Report on Loans hereto. The portion of such funds equal to any Capital Appreciation (as defined in Schedule "D" – Loan Agreement) thereon, shall be directed by the City into such fund as may be established by the City, from time to time, for the purpose of providing loans to Eligible Purchasers to assist in the purchase of Affordable Housing.
- 3.12 The Proponent shall establish and maintain a revolving fund into which all IAH Funds and all funds as listed in Section 3.13 below are received.
- 3.13 Any of the following received by the Proponent will be deposited into the above-mentioned revolving fund and assigned as Loans in the same manner and on the same terms and conditions as set out in this Agreement, from time to time as the balance of the account allows:
- a) all funds on account of repayment of the principal amount of the Loan, as a result of:
    - (i) a sale or refinancing of the Eligible Unit;
    - (ii) recovery under a defaulted charge;
    - (iii) the repayment of the principal of the Loan prior to the sale of an Eligible Unit; and
  - b) all Capital Appreciation Amounts (as defined in Schedule "D"), payable by Eligible Purchasers upon the occurrence of any event listed in 3.13(a).
- 3.14 The Proponent will assign a representative of the Proponent to act as a liaison with City staff for the purposes of this Agreement and will co-operate and work with City

- staff to evaluate the services provided by the Proponent pursuant to this Agreement.
- 3.15 The Proponent shall use commercially reasonable efforts to recover all monies due and owing to it under each Loan. In the event the Proponent has contributed to the principal amount of the Charge, the Proponent shall assign proportionately to each beneficial interest in that charge the costs to receive or to recover all monies due and owing under that charge.
  - 3.16 The Proponent is responsible for implementing any IAH or City guidelines and making such adjustments to procedures, purchase price and income levels as amendments thereto dictate, within 30 days of receipt of notice from the City of such amendments, provided that such amendments shall not affect any Loan previously approved by the Proponent under prior City guidelines.
  - 3.17 The Proponent shall monitor the occupancy of each Eligible Unit so long as there is an outstanding Loan in a manner and with such frequency as is deemed appropriate by the Proponent, acting reasonably, and will obtain, at least annually, a Declaration of Occupancy substantially in the form of the declaration attached as Schedule "L".
  - 3.18 The Proponent agrees to comply with all reporting requirements set out herein.
  - 3.19 The Proponent will maintain an adequate and appropriate administrative and organizational structure sufficient to discharge its obligations pursuant to this Agreement, including those related to maintaining the on-going affordability of the Eligible Units from one Eligible Purchaser to the next during the Affordability Period, including, for example, maintaining a waiting list of eligible purchasers and executing protocols regarding the timely resale of the Eligible Units, in keeping with the Proponent's Home Ownership Program
  - 3.20 The Proponent will work with Construction Connections, a workforce development training and construction sector employment pathway initiative of the City of Toronto Employment and Social Services Division, or a similar program, to make their best efforts to provide training in the construction industry by offering apprenticeship, or similar, opportunities to youth. Where possible, each union sub-trade that is awarded a contract to provide goods or services to the Project will be requested to provide apprenticeship opportunities through the program and/or make their best efforts to employ program graduates. The Proponent will have to complete a report on apprenticeship opportunities when completing Section F of the Project Information Form, a sample of which is attached hereto as Schedule "K".
  - 3.21 Commencing on the date of execution of this Agreement, the Proponent agrees to provide all promotional and information material related to the availability of the Loans to the City for approval prior to using such material. All promotional and information material shall recognize the contributions and priority of the

Government of Canada including the Canada Mortgage and Housing Corporation, the Government of Ontario including the Ministry of Housing and the City of Toronto including the Affordable Housing Office (collectively, the “Government Parties”). The Proponent shall co-operate with the Government Parties in organizing press conferences, announcements and official ceremonies, such as ground-breakings and official openings. The Proponent shall inform the Government Parties of any press conferences, announcement and official ceremonies at least twenty (20) working days prior to the planned date of the event. If so instructed by the City, the Proponent shall provide and install temporary signage at a prominent location where there is visible activity related to an approved Project. The signage, including design, wording and specifications of joint signs, shall be approved by the City. Temporary signs must be removed within ninety (90) days of Project completion. **Please note: Failure to comply with this provision could result in the City declining future funding requests.**

- 3.22 Each agreement of purchase and sale for an Eligible Unit shall include a schedule containing the following terms and conditions to ensure the ongoing affordability of the Eligible Unit throughout the Affordability Period.

**[TO BE DETERMINED]**

#### **4. CONDITIONS PRECEDENT TO ADVANCE OF FUNDS**

- 4.1 The HOAP Funds will be advanced within thirty (30) days after receipt of the following:
- (a) a written request for an advance, on the Proponent's letterhead that sets out the total amount requested;
  - (b) the most up to date Planned Financial Commitment and Milestone Quarterly Report, substantially in the form set out in Schedule "F";
  - (c) proof the Proponent has received its first building permit for the Project;
  - (d) a completed Home Ownership Program, as approved by the Director; and
  - (e) proof of security for the HOAP Funds in the form of a second charge registered in favour of the City, substantially in the form of the charge set out in Schedule "M" hereto (the "City Charge") on the Land and a legal opinion, substantially in the form of the legal opinion set out in Schedule "J" – Solicitor's Opinion Letter attached hereto, has been received by the City.
- 4.2 Subject to the City receiving the IAH Funds from the Province, the IAH Funds will be made available in one advance upon receipt, by the City of the following no less

than 40 days before the IAH Funds are required by the Proponent to complete the Agreements:

- (a) a written request on the Proponent's letterhead for an advance received by the City no less than thirty (30) days prior to the date of the first (1st) Final Closing that sets out the total amount requested, the date of the first Final Closing and includes details substantially in the form of Schedule "H" – Request for Funding;
- (b) direction to the City, signed by the Proponent, directing that the advance be made payable to the Proponent's solicitor in trust; and
- (c) a draft of the Charge to be given by the Eligible Purchaser to the Proponent, in an amount that is at least equal to the Funds per unit, to the satisfaction of the Director.

4.3 The City shall provide a partial discharge of the City Charge for each Affordable Housing Unit on:

- (a) registration of the Charge as that term is defined in Section 3.7, in an amount equal to the total of the HOAP Funds, IAH Funds and Land Value for the Eligible Unit; or
- (b) receipt by the City of an amount equal to the sum of the IAH Funds, the HOAP Funds and the Land Value for such Affordable Housing Unit, by bank draft or certified cheque;

all in accordance with the City Charge.

## **5. REPORTING REQUIREMENTS**

5.1 The Proponent shall, within thirty (30) days of the date on which the last of the first Charges for each of the Eligible Units have been registered, provide the City with a final report on the use of the Funds in the form of the report attached hereto as Schedule "I" – Final Report on Loans and provide to the City:

- (a) copies of all Charges securing the Loans referred to above;
- (b) copies of all Agreements of Purchase and Sale;
- (c) Solicitor's opinion; or title insurance policy;
- (d) any refund of Funds representing Loans that were refused and were not used; and
- (e) such other information as may be determined by the Director, Affordable Housing Office, acting reasonably, from time to time.



- 5.2 The Proponent shall provide the following to the City, electronically, on a semi-annual basis, at the end of both June, and December, commencing after the first anniversary of the registration of the last Charge:
- (a) a report on sales, repayments, and default activity substantially in the form of the report attached hereto as Schedule "N" – Semi-Annual Report, including copies of any transfer documents for the Eligible Units and copies of any correspondence or documentation relating to any default;
  - (b) if there have been any sales, details of all Loans, Eligible Purchasers and Eligible Units, in the form of the List of Applicants, as set out in Schedule "E" – List of Applicants, including the Project Information Form for each new Eligible Purchaser, a sample of which is attached as Schedule "K" – Project Information Form, as provided by the City; and
  - (c) such other information as may be determined by the Director, acting reasonably, from time to time.
- 5.3 The Proponent shall provide the following to the City on an annual basis, by December 31<sup>st</sup> each year, commencing after the first anniversary of the registration of the last Charge:
- (a) copies of Declarations of Occupancy for each outstanding Loan, and
  - (b) a statement regarding the measures taken to monitor the occupancy of Eligible Units to ensure Eligible Units are occupied by Eligible Purchasers.

## **6. RECORD KEEPING REQUIREMENTS**

- 6.1 The Proponent is responsible for retaining all documentation acquired or produced for each Loan, while that Loan is outstanding and for a period of three years after the security for such the Loan is discharged.

## **7. INDEMNITY AND LIMITATION OF LIABILITY**

- 7.1 The Proponent agrees to indemnify the City and its respective elected officials, officers, directors, employees, consultants, contractors, representatives, agents, successors and assigns (the "Released Persons") and save them harmless from one hundred percent (100%) of all damages, losses, costs and expenses incurred by all or any of the Released Persons as a result of any default by the Proponent of any of its covenants and obligations under this Agreement.
- 7.2 The Proponent's liability under Section 7.1 shall not exceed the Funds advanced to the Proponent, and shall not include indirect, consequential economic damages.

## **8. EVENTS OF DEFAULT**

8.1 The following shall be considered events of default by the Proponent under this Agreement:

- (a) failure to use the Funds in accordance with the terms of this Agreement;
- (b) failure to make all payments to Eligible Purchasers by March 31, 2024;
- (c) failure to ensure that Start of Construction commences no later than five (5) years after the execution of this Agreement;
- (d) failure to obtain the required security for the Loan, in accordance with the terms of this Agreement;
- (e) making a Loan to a purchaser who the Proponent knew or ought to have known did not qualify as an Eligible Purchaser or with respect to a Unit that does not qualify as an Eligible Unit;
- (f) failure to report and provide the required documentation to the City, in accordance with the terms of this Agreement;
- (g) failure to reallocate an amount received pursuant to Section 3.13 to a future Eligible Purchaser;
- (h) failure to provide to the City the annual Declarations of Occupancy, as required pursuant to Section 5.3(a);
- (i) the bankruptcy, winding up or failure of the Proponent to continue to operate as a not-for-profit corporation; and
- (j) failure to keep the records required by the terms of this Agreement.

## **9. REMEDIES**

9.1 If an event of default by the Proponent occurs and the default is not corrected within thirty (30) days after written notice has been given to the Proponent, the Director may, by written notice to the Proponent:

- (a) request specific corrective or clarifying actions be taken, as determined by the Director, in her or her sole discretion;
- (b) terminate this Agreement and demand immediate repayment of all Funds still in the hands of the Proponent not previously allocated to Charges;

- (c) request an assignment of all or any of the Charges, to the City; and/or
- (d) require the Proponent to pay to the City any proceeds received by the Proponent pursuant to Section 3.13 that have not been reallocated to Eligible Purchasers, which funds the City will allocate in accordance with Section 3.11.

9.2 All of the remedies available to the City under this Agreement, at equity and/or at law are cumulative and are not alternative and the City shall not be precluded from availing itself simultaneously of some or all of the said remedies.

9.3 Notwithstanding any of the terms of this Agreement, the City shall have the option of waiving any or all of its remedies under this Agreement, but no waiver of a provision shall be deemed to constitute a continuing waiver unless otherwise provided.

## 10. NOTICE

10.1 Any notice or other communication required, desired or permitted to be given by this Agreement shall be in writing and shall be effectively given if:

- (a) sent by facsimile communication, and confirmed by mailing the original document so sent by prepaid mail on the same or following day, addressed as follows:

- (i) **in the case of notice to the City:**

City of Toronto  
Metro Hall, 55 John Street, 7<sup>th</sup> Floor  
Toronto, Ontario  
M5V 3C5

Attention: Director, Affordable Housing Office  
Fax No.: 416-392-4219

- (ii) **in the case of notice to the Proponent:**

Attention:  
Fax No.:

- (b) or at such other address as the party to whom notice or other communication is to be given shall have advised the party giving same in the manner provided in this section. Any notice or other communications transmitted by facsimile communication shall be deemed to have been

given and received on the day of its transmission, provided that such day is a Business Day and such transmission is completed before 4:30 p.m. on such day, failing which such notice or other communication shall be deemed to have been given and received on the first (1<sup>st</sup>) Business Day after its transmission. If there has been a mail stoppage and if a party sends a notice or other communication by facsimile communication, such party shall be relieved from the obligation to mail the original document in accordance with this paragraph.

## **11. GENERAL**

- 11.1 The Proponent shall, on forty-eight (48) hours prior written notice, give the City free access to such staff, documents, books, records and accounts as may be reasonably required by the City, for the purpose of verifying compliance with this Agreement. This section shall survive any expiry or termination of this Agreement.
- 11.2 The Proponent represents that it has not knowingly provided the City with any false or misleading information respecting the subject matter of this Agreement and agrees that it shall not knowingly provide any false or misleading information to the Minister in the performance of its obligations under this Agreement.
- 11.3 It is understood that MFIPPA shall apply to all records submitted to or created by the City pursuant to this Agreement.
- 11.4 The Proponent represents and warrants that:
- (a) it shall preserve the MFIPPA compliance of all MFIPPA Protected Information transferred to it by the City;
  - (b) it shall ensure the MFIPPA compliance of all MFIPPA Protected Information that it collects in the course of performing its contractual obligations; and
  - (c) it shall ensure the MFIPPA compliance of all MFIPPA Protected Information that it transfers to the City.
- 11.5 Nothing in this Agreement is to be construed as authorizing one Party to contract for or incur any obligations on behalf of the other to act as agent for the other and nothing in this Agreement shall be construed to constitute the City and the Proponent as partners of each other.
- 11.6 No member of:
- (a) the House of Commons or Senate of Canada; or
  - (b) the Legislative Assembly of Ontario; or

- (c) the Municipal Council of the City; or
- (d) any officer, director, shareholder or member of the Proponent, nor any family member of any officer, director, shareholder or member of the Proponent

shall be entitled to any benefit arising from this Agreement, including without limitation, any contract, agreement or commission arising from or related to the Program.

- 11.7 Time shall in all respects be of the essence in this Agreement, provided that the time for doing or completing any matter provided for under this Agreement may be extended or abridged by agreement in writing signed by the Parties or their respective solicitors on their behalf, who are hereby expressly appointment in this regard.
- 11.8 This Agreement is made pursuant to and shall be governed by and construed in accordance with the laws of the Province of Ontario.
- 11.9 Any reference to a statute in this Agreement includes a reference to all regulations made pursuant to such statute, all amendments made to such statute and regulations in force from time to time and to any statute or regulation which may be passed and which has the effect of supplementing or superseding such statute or regulations.
- 11.10 The headings and subheading contained in this Agreement are inserted for convenience and for reference only and in no way define, limit or describe the scope or intent of this Agreement or form part of this Agreement.
- 11.11 The Parties agree that there are no representations, warranties, covenants, agreements, collateral agreements or conditions affecting this Agreement other than as expressed in writing in this Agreement.
- 11.12 This Agreement shall be read with all changes of gender and number required by the context.
- 11.13 Each of the Parties shall, at any time and from time to time, upon not less than twenty (20) Business Days prior written notice by the other Parties, execute and deliver to the other Parties a statement in writing confirming that this Agreement is in good standing, unmodified and in full force and effect, or if there have been modifications that the same are in good standing and in full force and effect, as modified, and stating the modifications. Where applicable, the statement shall state the defaults, if any, known to the Party to whom such request has been made and the action taken or proposed to be taken by such requested Party with respect to same.

11.14 The Proponent shall not assign this Agreement without the prior written consent of the City, which consent may be withheld by either, acting in its sole discretion. Notwithstanding the foregoing or any other provisions of this agreement, it is agreed by the Parties that:

- (a) if and to the extent that any matters, obligations or actions to be performed or undertaken by the Proponent under this Agreement require a licence pursuant to the *Mortgage Brokerages, Lenders and Administrators Act, 2006*, S.O. 2006, c. 29 such matters, obligations and actions may be undertaken and carried out by the licensed broker selected by the Proponent in place of the Proponent's designate, provided that the Proponent shall remain responsible for all such matters, obligations and actions; and
- (b) the City will, and hereby does, consent to the assignment of this Agreement as security to any lender with whom the Proponent has arranged financing for the acquisition and construction of the Project.

11.15 Nothing in this Agreement derogates from or interferes with or fetters the exercise by the City of all of its rights as a municipality, or imposes any obligations on the City, in its role as a municipality, and the City shall not be prevented from or prejudiced in carrying out its statutory rights and responsibilities, including planning rights and responsibilities. Nothing in this Agreement derogates from or interferes with or fetters the exercise by the City's officers, employees, agents, representatives or elected and appointed officials of all of their rights, or imposes any obligations on the City's officers, employees, agents, representatives or elected and appointed officials, other than as expressly set out in this Agreement.

11.16 No communication or dealing between the Proponent and any department, committee, body, officer, employee, agent, representative or elected or appointed official of the City will be deemed to be a communication or dealing under the provisions of this Agreement between the Proponent and the City as parties to this Agreement, or to affect the City with notice of any such communication or dealings. It is intended and agreed that the City acts solely in a private capacity under this Agreement and any communication or dealing between the City and the Proponent as parties to this Agreement will only be effective if delivered in accordance with the notice provisions set out in this Agreement. No communication or dealing between the City as a party to this Agreement and the Proponent as a party to this Agreement will relieve the Proponent from the responsibility of discharging its lawful obligations to the City imposed by statute, regulation, by-law or in any other lawful manner separate and apart from the obligations of the Proponent imposed by this Agreement.

11.17 This Agreement shall ensure to the benefit of and be binding upon the Parties and their respective successors and permitted assigns.

**IN WITNESS THEREOF** this Agreement has been executed by the Parties.

Dated at the City of Toronto this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

**CITY OF TORONTO**

per: \_\_\_\_\_

Name: Sean Gadon

Title: Director, Affordable Housing Office

I have the authority to bind the Corporation.

Dated at the \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

**PROPONENT**

per: \_\_\_\_\_

Name:

Title:

per: \_\_\_\_\_

Name:

Title:

I/We have the authority to bind the Corporation

**APPROVED AS TO FORM**

For Wendy Walberg  
City Solicitor

File #

## **SCHEDULE "A"**

### **PURCHASER ELIGIBILITY CRITERIA**

A person seeking to be approved as an Eligible Purchaser must meet each of the following criteria at the time he or she applies for such approval:

- 1) must be at least 18 years old and be a legal, permanent resident of Canada;
- 2) has no ownership interest in a home;
- 3) the individual cannot be living in a spousal relationship with a person who owns a home or who has an ownership interest in a home;
- 4) must be purchasing an Eligible Unit;
- 5) the individual must be vacating a residential tenancy and must agree to occupy the Eligible Unit as his or her principal residence while he or she owns the Eligible Unit;
- 6) the total household annual income of all members of the individual's household cannot exceed at the time of application the sixtieth (60<sup>th</sup>) percentile of income for the City of Toronto or the Province of Ontario, whichever is lower, (currently \$90,500.00) as defined by the Ministry of Municipal Affairs and Housing under the Affordable Housing Program, the exact figure which will be communicated to the Proponent by the City, or such amount as the City may set from time to time. The household of an Eligible Purchaser shall be deemed to include and be limited to:
  - (i) the Eligible Purchaser;
  - (ii) any person with whom the Eligible Purchaser is living in a spousal relationship; and
  - (iii) any person over the age of eighteen (18) expected to be normally resident with the Eligible Purchaser at the time of the first occupancy of the Unit;
- 7) the application for the Loan must be supported by:
  - i) copy of photo identification;
  - ii) an original notice of assessment from Canada Revenue Agency, for the most recent tax year; and
  - iii) a declaration from the Eligible Purchaser that all information provided in the application is true and correct;
- 8) the individual agrees to obtain his or her own primary financing for the purchase of the Eligible Unit.



## **SCHEDULE “B”**

### **UNIT ELIGIBILITY CRITERIA**

To be an Eligible Unit, a Unit must satisfy each of the following requirements:

- a) it is either detached, semi-detached, town (condominium and freehold), a stacked home, a row house or an apartment;
- b) with respect to the first sale of a Unit to an Eligible Purchaser, the Unit must not have been previously occupied and the *Ontario New Home Warranties Plan Act* must apply to it;
- c) the developer must not have received an exemption from City Planning fees, Development Charges, or other city incentives;
- d) the Original Purchase Price must be at or below the average price of a resale home in the City of Toronto (currently \$896,488.00, exclusive of HST) as defined by the Ministry of Municipal Affairs and Housing under the Affordable Housing Program, the exact figure which will be communicated to the Proponent by the City, or such amount as the City may set from time to time, acting reasonably and based on the average price of a resale home in the City of Toronto and;
- e) it must be located at 146 and 150 Harrison Street & 50 and 54 Lakeview Avenue, in the City of Toronto.
- f) the number of bedrooms must be proportionate to the household size, as set out below. An adult member is defined as a person age 18 and over. A child member is defined as a person under the age of 18:
  - i. a single adult member household is eligible for a bachelor and one bedroom unit;
  - ii. a two member household, being two adults or an adult and child, is eligible for up to a two bedroom unit;
  - iii. a three member household, being three adults, two adults and one child or one adult and two children, is eligible for up to a three bedroom unit; and
  - iv. a household with four members or more is eligible for up to a four bedroom unit.

## SCHEDULE "C"

<b>Loan Application Form</b>			
<b>Applicant Information</b>			
Name:		<b>Identification</b> <i>(see list on reverse)</i>	
Current Address:		<b>Program:</b> <i>(Internal Use Only)</i>	
City:	Province:	Postal Code:	<b>Other Funding Source:</b> <i>(Internal Use Only)</i>
Own: <input type="checkbox"/>	Home Phone:	E-Mail:	
<b>Applicant Employment Information</b>			
Current Employer:		Self Employed: Yes <input type="checkbox"/>	
Employment Address:			
Phone:	E-mail:		
Occupation:	Annual Income:	Other Income:	
<b>Co-Applicant Information</b> <i>(if more than two applicants please use second form)</i>			
Name:		<b>Identification</b> <i>(see list on reverse)</i>	
Current Address:		<b>Program:</b>	
City:	Province:	Postal Code:	<b>Other Funding Source:</b>
Own: <input type="checkbox"/>	Home Phone:	E-Mail:	
<b>Co-Applicant Employment Information</b>			
Current Employer:		Self Employed: Yes <input type="checkbox"/>	
Employment Address:			
Phone:	E-mail:		
Occupation:	Annual Income:	Other Income:	
<b>Other Information</b>			
No. of Dependents under 18:	No. of Dependents over 18:	Down payment Amount: \$	
Cost of Upgrades: \$	Parking Spaces Requested? 1 <input type="checkbox"/> 2 <input type="checkbox"/>	None <input type="checkbox"/>	Locker Requested? Yes <input type="checkbox"/> No <input type="checkbox"/>

## Acknowledgement of Terms

I/We declare that I/We am/are at least 18 years old. I/We further declare that the unit purchased will be my/our primary residence. I/We further understand that a household at the time of first occupancy is defined as the applicant and/or any person with whom the applicant is living in a spousal relationship and/or any person over age eighteen expected to be resident with the applicant of the home including children, grandparents or other relatives.

I/we understand that xxxxxx. (“ ”) will be collecting personal information about me/us, including personal identifying information, financial information and employment information, from me/us as well as from other sources, including from this application form and its attachments, my/our employers, credit reporting agencies, any persons, organizations and/or financial institutions having financial dealings with me/us and any references provided by me/us.

I/we understand that xxxxx will use my/our personal information to assess my/our eligibility for funding assistance for my/our purchase of an eligible condominium unit and to process, administer, service and enforce any such funding assistance and related documents and security. I/we understand that xxxxxxx may disclose my/our personal information to funding organizations and providers, developers, government bodies and agencies, regulatory bodies, title insurers, credit reporting agencies and the proponent from whom I/we may be purchasing an eligible condominium unit, and their agents, representatives and advisors.

By signing this form I/we confirm the accuracy of the information provided by me/us and that I/we have read and understood the foregoing acknowledgment and consent to the collection, use and disclosure of my/our personal information as described.

Signature of Applicant:

Date:

Signature of Co-Applicant:

Date:

### Acceptable Identification

One form of photo identification is required to apply for a City of Toronto shared appreciation 2<sup>nd</sup> mortgage. The following is a list of acceptable identification:

1. A valid Canadian driver's licence
2. A valid Canadian passport
3. A Certificate of Native Indian Status
4. A Certificate of Canadian Citizenship or Certification of Naturalization
5. A Permanent Resident Card
6. A Canadian National Institute for the Blind (CNIB) client card with client photo and signature
7. A valid Ontario Photo Card

**SCHEDULE "D"**

**LOAN AGREEMENT**

**THIS AGREEMENT is made this            day of            , 20            .**

**B E T W E E N**

**City of Toronto**  
(the "City")

- and -

**[name(s) of Borrowers]**

(the "Borrower")

In consideration of the mutual covenants and agreements contained herein and the sum of Two Dollars (\$2.00) lawful money of Canada now paid by each of the parties to the other (the receipt and sufficiency of which are hereby acknowledged), the parties hereto covenant and agree as follows:

1. Definitions

- (a) "Capital Appreciation Amount" shall mean an amount that is equal to the percentage that the principal amount of the Loan is of the Original Purchase Price of the Unit as applied to any positive differential between the current Fair Market Value of the Unit and the Original Purchase Price of the Unit.

*(Capital Appreciation Amount example: The home is purchased for \$200,000 and the Loan is \$10,000.00 or 5% of the cost of the home. The home is then sold for \$300,000.00. The Capital Appreciation Amount is \$5,000.00 or 5% of the increase in value of \$100,000.00)*

- (b) "Fair Market Value" shall mean:
- i. the price at which the Unit is sold by the Borrower if such transaction is an arm's length transaction; or
  - ii. where there is no arm's length agreement of purchase and sale for the resale of the Unit by the Borrower, the Fair Market Value of the Unit determined by the City, acting reasonably. If the Borrower is not in agreement with the Fair Market Value determined by the City, the Fair Market Value of the Unit will be based on an independent

appraisal commissioned and paid for by the Borrower.

(c) "Original Purchase Price" shall mean the purchase price set out in the agreement of purchase and sale between the City and the Borrower, for a Unit, inclusive of HST.

2. Loan

City agrees to lend to the Borrower and the Borrower agrees to borrow from the City the sum of \_\_\_\_\_ Dollars (\$) of lawful money of Canada as a home buyer's assistance loan (the "Loan") upon and subject to the terms of this Agreement.

3. Payments

There are no regular payments due under the Loan. The principal balance and any accrued Capital Appreciation Amount (as such term is defined in Section 6(d)) is payable in accordance with Section 6 hereof.

4. Purpose

The Loan shall be used for the sole purpose of financing the purchase of [insert legal description and municipal address] together with any parking, locker or similar unit purchased with such unit (collectively, the "Unit") from [insert name of vendor] (the "Vendor"). The City is hereby irrevocably authorized and directed to advance the Loan to [Name of Borrower's solicitors] (the "Borrower's Solicitor"), in trust on or before the closing date of the purchase by the Borrower of the Unit (the "Closing").

5. Security

To secure the provisions of this Agreement the Borrower shall provide the City a mortgage/charge of land second only to the Borrower's first purchase money mortgage, with the terms outlined in Schedule "A" and in the form attached hereto as Schedule "B", registered against title to the Unit (the "Second Charge") on the closing of the Unit purchase. The Second Charge may be subject to a first charge securing an amount of no more than \$\_\_\_\_\_ (the "First Mortgage Amount"). **[NTD: We would ask that the amount to be filled in here would be an amount, that when added to the principal amount of the second mortgage would not exceed the purchase price, as shown on the borrower's agreement of purchase and sale. The first mortgage cannot be in the form of a secured line of credit, but must be an amortized mortgage which requires regular monthly payments of principal and interest.]**

The amount of the Loan will be credited to the Borrower on the final closing of the purchase of the Unit.

6. Preconditions to Advance.

The obligation of the City to advance the Loan under this Agreement is subject to and conditional upon:

- (a) each representation, statement, declaration and all information provided to the Vendor or the City by the Borrower in connection with the Loan being true and accurate at the time it was given or made;
- (b) there being no restrictions, liens or encumbrances against the Unit at the time of the advance of the Loan other than (i) any mortgage/charge of land securing financing obtained solely for the purchase of the Unit in an amount that is not in excess of the First Mortgage Amount; (ii) a declaration, description and by-laws under the *Condominium Act, 1998*; (iii) any other encumbrances which the Borrower is required to accept on title to the Unit under the terms of the agreement of purchase and sale to purchase the Unit.

7. Repayment

- (a) *Repayment of Principal on Refinancing, Sale or Default*

The Borrower shall pay to the City the principal amount of the Loan plus the Capital Appreciation Amount upon:

- i. discovery by the City that the combined total of the First Mortgage Amount and the Second Charge is greater than the Original Purchase Price;
- ii. the refinancing of the Borrower's first mortgage for the Unit, to increase the principal amount;
- iii. registration of a subsequent mortgage in priority to the Borrower's first mortgage (as that mortgage will be renewed or re-registered from time to time, so long as the principal amount is not increased);
- iv. the sale of the Unit;
- v. leasing the Unit;
- vi. ceasing to occupy the Unit as his or her principal residence;
- vii. allowing a writ of execution to become binding against the Unit;
- viii. becoming bankrupt;
- ix. discovery by the City that the Borrower misrepresented his or her eligibility or

- x. if the Borrower or the survivor of the Borrower dies.

(b) *Repayment of Principal on Sale – Decrease in Value*

- i. In the event the Eligible Unit is sold for less than the Original Purchase Price and the sale transaction is at arm's length or the City is satisfied that the transaction was at Fair Market Value, the principal amount of the Loan owing shall be reduced by an amount equal to the difference between the resale price and the Original Purchase Price. If the difference between the two prices exceeds the principal amount of the Loan, the Loan will be forgiven.
- ii. If the Eligible Unit is sold for less than the Original Purchase Price and the City determines, acting reasonably, that the sale transaction was not at Fair Market Value, the Eligible Purchaser shall pay to the City the principal amount of the Loan plus the Capital Appreciation Amount, if any, based on the fair market value.

(c) *Prepayment of the Loan*

The Borrower may prepay the Loan in full, at any time, upon payment of the principal amount of the Loan together with the Capital Appreciation Amount. The Borrower shall not be permitted to prepay only part of the Loan.

(d) *General*

- i. Notwithstanding anything to the contrary contained in the Loan Agreement, amounts payable with respect to the Capital Appreciation Amount shall not exceed the maximum amount of interest that does not violate applicable laws.
- ii. The Borrower shall be responsible for any processing charges associated with the discharge of the Second Charge.

8. Costs

All costs and expenses (including the fees and disbursements of accountants, legal counsel and other professional advisors) incurred in connection with this Agreement and the completion of the transactions contemplated by this Agreement are to be paid by the Borrower.

9. Notice

Any notice or other communication required, desired or permitted under this Agreement shall be in writing and shall be effectively given if delivered or sent by facsimile communication, and confirmed by mailing the original document so sent by prepaid mail on the same or following day, addressed as follows:

- (i) in the case of the City to:

City of Toronto  
55 John Street, Metro Hall, 7<sup>th</sup> Floor  
Toronto, Ontario M5V 3C6

Attention: Treasurer  
Fax: (416) 392-4219

- (ii) In the case of the Borrower, to the Unit

The City may change its address for service in the manner provided for notices in this section. **The Borrower may not change their address for service which at all times shall be the address of the Unit.** Any notice or other communication shall be deemed to have been given and received on the day it is so delivered at such address, provided that if such day is not a business day such notice or other communication shall be deemed to have been given and received on the next following business day. Any notice or other communication transmitted by facsimile shall be deemed to have been given and received on the day of its transmission, provided that such day is a business day and such transmission is completed before 4:30 pm on such day, failing which such notice or other communication shall be deemed to have been given and received on the first business day after its transmission.

10. Severability

Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall not invalidate the remaining provisions of this Agreement and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provisions in any other jurisdiction.

11. Whole Agreement

This Agreement constitutes the whole agreement between the City and the Borrower relating to the subject matter of this Agreement, and cancels and supersedes any prior agreements, undertakings, declarations, commitments and representations, written or oral, in respect thereof, including without limitation any advertising or marketing material concerning the Unit or the Loan.

12. Amendment

This Agreement may only be amended by written agreement between the City and the Borrower.



13. Further Assurances

The Borrower shall promptly execute and deliver to the City, all such other and further documents, agreements and other instruments, and do such other and further things, as the City may require to give effect to this Agreement.

14. Counterparts

This Agreement may be executed in counterparts, each of which shall be deemed to be an original and all of which taken together shall be deemed to constitute one and the same instrument.

15. Time

Time shall be of the essence in this Agreement.

16. Gender and Number

This Agreement shall be read with all changes of gender and number required by the context.

17. Successors and Assigns

This Agreement shall be binding upon and shall enure to the benefit of the City and the Borrower and their respective successors and permitted assigns and the heirs and personal representatives of the Borrower. The Borrower may not assign or transfer its rights and obligations under this Agreement without the prior written consent of the City. The City may assign or transfer its rights and obligations under this Agreement without the Borrower’s consent.

18. Governing Law

This Agreement is made pursuant to and shall be governed by and construed in accordance with the laws of Canada and the laws of Ontario applicable therein.

19. Agreement of Purchase and Sale Privacy

Any personal information collected by or on behalf of the City is collected under *Municipal Freedom of Information and Protection of Privacy Act* R.S.O. 1990, c. M.56. The Borrower understands and agrees that the information in the agreement of purchase and sale will be used to confirm certain information provided in the Borrower’s application for this credit facility and in preparing the charge/mortgage of land.

The Borrower consents to such collection and use of the information. The Borrower acknowledges that the information contained in the agreement of purchase and sale and any materials or information provided to the City through the Loan may be subject to disclosure by the City pursuant to the *Municipal Freedom of*

*Information and Protection of Privacy Act*, or otherwise, and the Borrower consents to the release of that information.

IN WITNESS WHEREOF the parties hereby agree to the within Agreement.

**CITY OF TORONTO**

by: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date of \_\_\_\_\_  
Signature: \_\_\_\_\_

Witness

\_\_\_\_\_  
Name: [insert borrower's name]  
Date of \_\_\_\_\_  
Signature: \_\_\_\_\_

Witness

\_\_\_\_\_  
Name: [insert borrower's name]  
Date of \_\_\_\_\_  
Signature: \_\_\_\_\_

## **SCHEDULE "A"**

### **TERMS OF MORTGAGE**

#### **Additional Provisions**

- (1) It is agreed by the Chargor and the Chargee that this Charge is given as collateral security for the Chargor's performance of its obligations under a Loan Agreement dated , **20** (herein called the "Agreement"), which Agreement has been entered into with the Chargee and default under the terms of the Agreement, shall constitute default under the terms of this Charge.
- (2) The second sentence of Section 7 of the Standard Charge Terms 200033 is deleted.
- (3) The words "and of negotiating the Charge, investigating title, and registering the Charge and other necessary deeds" are deleted from Section 8 of the Standard Charge Terms 200033.
- (4) Section 14 of the Standard Charge Terms 200033 is deleted.
- (5) The Chargor shall provide proof annually to the Chargee, in the form of a declaration satisfactory to the Chargee that the Chargor continues to reside in the Unit as a principal residence.

# SCHEDULE "B"

## FORM OF SECOND CHARGE

LRO # 80 Charge/Mortgage

In preparation on 2016 07 07 at 10:42

This document has not been submitted and may be incomplete.

yyyy mm dd Page 1 of 1

### Properties

*PIN* *Interest/Estate* *Fee Simple*  
*Description*  
*Address*

### Chargor(s)

The chargor(s) hereby charges the land to the chargee(s). The chargor(s) acknowledges the receipt of the charge and the standard charge terms, if any.

*Name* HOME BUYER/BORROWER'S NAME  
Acting as a company  
*Address for Service* 5131 Sheppard Avenue East

I, XXXXXXX, have the authority to bind the corporation.

This document is not authorized under Power of Attorney by this party.

### Chargee(s)

*Capacity*

*Share*

*Name* CITY OF TORONTO  
Acting as a company  
*Address for Service* 55 John Street, Metro Hall  
26th Floor  
Toronto, Ontario  
M5V 3C6  
Attention: City Solicitor/Affordable Housing Office

### Statements

Schedule: See Attached

### Provisions

*Principal* \$ 50,000.00 *Currency* CDN  
*Calculation Period*  
*Balance Due Date*  
*Interest Rate*  
*Payments*  
*Interest Adjustment Date*  
*Payment Date*  
*First Payment Date*  
*Last Payment Date*  
*Standard Charge Terms*  
*Insurance Amount* full insurable value  
*Guarantor*

### Additional Provisions

\*\*\*\*\* THIS IS AN EXAMPLE \*\*\*\*\*

**SCHEDULE "E"**

**LIST OF APPLICANTS**

**Project Address:** \_\_\_\_\_

	<b>Case Number (XXX-TOR-HO-XX)</b>	<b>Purchaser Name (Last name, First name)</b>	<b>Unit No. (if applicable)</b>	<b>Street Address</b>	<b>Purchase Price (\$)</b>	<b>Federal/Provincial Loan Amount (\$)</b>	<b>HOAP Loan Amount (\$)</b>	<b>Total Loan Amount (\$)</b>	<b>Social Housing or Waitlist Tenant?</b>	<b>APS Submitted (√)</b>	<b>Date PIF Submitted to City (dd/mm/yyyy)</b>
1											
2											
3											
4											
5											
6											
7											
8											
9											
10											
11											
12											
13											
<b>Totals:</b>											

I hereby confirm that the above mentioned Purchasers and Units comply with all provisions and eligibility requirements of the **"IAH/HOAP"** Programs.

\_\_\_\_\_  
Name Title Signature Date

**SCHEDULE "F"**

**PLANNED FINANCIAL COMMITMENT AND MILESTONE QUARTERLY REPORT**

**Project:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**a) Planned Financial Commitments, Sales and Loans Allocated by Quarter**

Due to the annual nature of IAH funding, it is imperative that the Proponent inform the City of any changes in the sales and loan allocation Schedule

Enter the estimated amount of IAH funding to be allocated to purchaser's each quarter by way of an executed Agreement of Purchase and Sale subject to approved funding in Section 2.4.

Developer and Project Address	Planned Financial Commitment and Take-ups by Provincial Quarter - \$s								Total Approved
	20XX				20XX				
	Quarter 1	Quarter 2	Quarter 3	Quarter 4	Quarter 1	Quarter 2	Quarter 3	Quarter 4	
	Apr-Jun	Jul-Sep	Oct-Dec	Jan-March	Apr-Jun	Jul-Sep	Oct-Dec	Jan-March	
<b>SAMPLE</b>	\$ 300 K	\$ 700 K	\$200K		\$ 650 K	\$ 150 K			\$ 2 M

**b) Planning and Construction Progress** (e.g. Statutory public meetings, Site Plan application submitted, permits acquired, construction start, substantial completion, etc.)

**Project:** \_\_\_\_\_ **Date:** \_\_\_\_\_

Sample milestone events: statutory public meetings, Site Plan application submitted, permits acquired, construction start, substantial completion, etc.)

Key Milestone / Event	Anticipated Completion / Comments
1)	
2)	
3)	
4)	
5)	
6)	
7)	

\_\_\_\_\_  
 Name Title Signature Date \_\_\_\_\_

**SCHEDULE "G"**

**LETTER TO ELIGIBLE PURCHASERS**

\_\_\_\_\_, 20\_\_\_\_

Dear,

**Re: Your purchase of unit xxx at**

Congratulations on the purchase of your new home!

I am pleased to confirm to you that the total amount to be provided to you to assist you with your purchase at [Address] will be \$xxxxx.

This commitment is based on the following conditions:

- You sign the enclosed copy of this letter and return it to us.
- The information that you have provided to us is true.
- You sign the loan agreement for the loan from the City of Toronto prior to taking occupancy of your suite, and that you sign the mortgage itself at the final closing of your suite.
- You obtain a first mortgage of no more than \$xxxxxxx; such that the total of the first mortgage and the charge registered to secure this loan do not exceed 100% of the purchase price.
- At the time of final closing you will have sufficient funds to pay for legal expenses and other closing costs. You will be provided with an updated guideline to assist you with this process.

If at the time of final closing the amount of your first mortgage changes, or if the amount of your deposit and cash at closing changes, then we may adjust the amount of the loan.

Sincerely,

PROPONENT

**I understand and accept the terms of this mortgage commitment letter.**

\_\_\_\_\_  
(purchaser)                      (date)                      (purchaser)                      (date)



**SCHEDULE "H"**  
**REQUEST FOR FUNDING**

**Project:** \_\_\_\_\_

No.	Case Number (XXX-TOR-HO-XX) If applicable	Purchaser Name	Street Address	Unit No. (if applicable)	Federal/ Provincial Loan Amount (\$)	HOAP Loan Amount (\$)	Total Loan Amount (\$)	Closing Date (dd/mm/yyyy)
1								
2								
3								
4								
5								
6								
7								
Total:								

I hereby confirm that the above mentioned Purchasers and Units comply with all provisions and eligibility requirements of the "**IAH/ HOAP**" Programs.

\_\_\_\_\_  
Name Title Signature Date \_\_\_\_\_



**SCHEDULE "J"**  
**SOLICITOR'S OPINION**

**[on letterhead of Eligible Purchaser's Solicitor]**

**[Date]**

**[Proponent – Name and Address]**

Dear \_\_\_\_\_,

**Re: City of Toronto charge from [name of Eligible Purchaser] (the "Chargor")**  
**[insert municipal address]**

---

This will confirm that I have registered a Mortgage/Charge of Land (the "Charge") in favour of City of Toronto against the above mentioned lands and premises owned by the Mortgagor and described as [insert legal description of land] (the "Charged Premises").

The Charge secures the principal amount of \$[insert loan amount] and was registered as Instrument No. [insert instrument number], on [insert date]. A copy of the receipted instrument, as well as a copy of the first mortgage, is enclosed. I also verified that no executions affect the title to the Charged premises.

As of the date of registration of the Charge, only the following encumbrances against the Charged Premised have priority to the Charge: [insert details].

I trust this transaction has been completed to your satisfaction.

Yours truly,

\_\_\_\_\_

# SCHEDULE "K"

## SAMPLE PROJECT INFORMATION FORM



IAH-E Year - Homeownership

Case Number #:

### Introduction

The Homeownership component aims to assist low-to-moderate-income renter households to purchase affordable homes by providing down payment assistance in the form of a forgivable loan. Please fill out each section of the Project Information Form, as applicable. Refer to the program guidelines for details on program requirements and eligibility. Mandatory fields are identified by an asterisk (\*).

### Section A - Project Detail

This section contains project details.

- Item 4 - If applicable, enter the Service Manager Internal Reference Number.
- Item 5 - Enter the Roll Number issued by Municipal Property Assessment Corporation (MPAC) contained within the Property Assessment Notice.

1. Reference Number: AX3-
2. Service Manager: City of Toronto-AIMS
3. Initiative: Year - 3
4. Service Manager Internal Reference Number (If Applicable):
5. MPAC Assessment Roll Number:
6. SM Area:

### Section B - Project Information

This section contains information on the purchaser, the household composition, and the type of unit being purchased.

- Item 12 - Indicate if the project is developed through a partnership, e.g., with Habitat for Humanity.



Case Number #:

1. *Purchaser Name (Primary): Format: Last Name, First Name (maximum 100 characters)
2. Purchaser Name (Secondary): Format: Last Name, First Name (maximum 100 characters)
3. *Household Income:
4. *Number of Occupants (including children):
5. *Number of Bedrooms:
6. Number of Children:
7. *Client Type: <input type="text"/>
8. First Time Home Buyer: <input type="checkbox"/> Yes <input type="checkbox"/> No
9. *Target Group: <input type="text"/>
10. *Type of Unit: <input type="text"/>
11. *Type of Purchase: <input type="text"/>
12. Partnership: <input type="text"/>

**Section C - Eligible Unit Address**

This section contains the address of the unit being purchased and contact information of the purchaser.

1. *Street Number:	2. *Street Name:	3. *Street Type:
4. Street Direction:	5. Unit Designator:	6. Unit Number:



Case Number #: .

7. Extra Address Info:		
8. *City:	9. *Province: ON	10. *Postal Code
11. Telephone:	12. Email Address:	

**Section D - Loan Information**

This section contains information on the purchase price, the loan amount, closing date and mortgage information.

- Items 1 & 6 - Information entered must match the attached Agreement of Purchase and Sale.
- Items 8 & 9 - for projects requiring registration on title, these fields must be completed after the mortgage has been registered.

1. *Purchase Price:
2. *Loan Amount:
3. % Down Payment Assistance:
4. Other Funding Contribution (if applicable):
5. Total Down Payment Assistance: \$0.00
6. *Closing Date (mm/dd/yyyy):
7. Occupancy Date (mm/dd/yyyy):
8. Date Security Registered on Title (mm/dd/yyyy):
9. Mortgage Registration Number:



# IAH-E Year - Homeownership

Case Number #:

## Section E - Other Program Funding

This section is applicable to projects that receive additional funding from the Revolving Loan Fund or other program initiatives to assist with the down payment. If applicable, please enter the Case Reference Number and Case Funding Amount below.

1. Case Reference Number:
2. Case Funding Amount:

## Section F - Metrics

These are set metrics for the program. Please enter a value into the Goal field.

### Ministry Provided Metrics

Metric	Description	Not Applicable	Goal
Number of Apprentices		<input type="checkbox"/>	

1. Please describe the activities used to promote or support metrics for this project:
--

## Section G - Contacts

This section contains contact information for the project. The contact marked as primary will be responsible for all communication with the Ministry for this project, including email notifications about payments and report backs. If there are particular contacts that should only receive payment-related email notifications for this project, please specify them as a Payee.

x	1. *Contact Type:		2. Primary: <input type="checkbox"/>		+				
	3. *Salutation:		4. *First Name:			5. *Last Name:		6. Position:	
	7. *Telephone:		8. Fax Number:			9. *Email:			
	10. Legal Name:								



# IAH-E Year - Homeownership

Case Number #:

11. Organization Name (if different from Legal Name):				
12. Proponent Type:			13. Proponent Type Other:	
14. Partner Name (Company/Organization):				
15. Partner Type:			16. Partner Type Other:	
17. Street #:	18. Suffix:	19. Street Name:	20. Street Type:	21. Street Direction:
22. Unit Designator:			23. Unit Number:	
24. Extra Address Info:				
25. City:		26. Province:	27. Postal Code:	
		ON		
28. P.O. Box Number:	29. P.O. Box Type:	30. Qualifier:	31. Area Name:	
32. Rural Route:			33. Rural Route No.:	



**SCHEDULE "L"**

**DECLARATION OF OCCUPANCY**

This will confirm that the undersigned [the Eligible Purchaser who has received a Loan] continues to occupy the property known as [insert address of property purchased] as my principal residence and at no time in the past year have I rented the property or ceased, in any way to occupy the property as my principal residence.

**DATED** at the City of Toronto this            day of            , 201\_\_\_\_

\_\_\_\_\_  
[signature of Eligible Purchaser]

## SCHEDULE "M"

### CITY CHARGE TERMS

- (a) the mortgagee shall execute and deliver forthwith, without any fee or charge whatsoever and without any principal or interest repayment hereunder, all consents and acknowledgments that may be reasonably required by the mortgagor to re-zone and/or subdivide the lands to permit the development thereof, or to register the lands under the Land Titles System and/or pursuant to the provisions of the *Planning Act* R.S.O. 1990, as amended, and/or any other legislation as well as any consents, acknowledgments and/or postponements required by the mortgagor in connection with the entering into of any subdivision agreement, condominium agreement, site plan agreement, engineering agreement, development agreement or similar agreement with any governmental authorities and/or any public or private utilities;
- (b) the mortgagor shall be entitled to demolish and remove any existing buildings and structures situate on the Property, and shall also be entitled to excavate, grade and/or commence and complete construction and servicing operations upon the Property, all without same being deemed an act of waste hereunder, and without triggering any payments thereunder and/or without such acts triggering any acceleration;
- (c) the mortgagee shall execute and deliver forthwith, without any fee or charge whatsoever and without any principal or interest repayment hereunder, partial discharges for any portion or portions of the mortgaged lands reasonably required to be conveyed to any governmental authority in connection with the servicing, subdivision, condominium registration and/or development of the mortgaged lands, including but not limited to, in connection with the giving of any road widenings, one foot reserves, park dedications, or other land contribution(s);
- (d) the mortgagee shall forthwith consent and/or postpone its rights under the mortgage to any and all easements required to be given by the mortgagor to any governmental authority or utility provider in connection with the servicing, subdivision, condominium registration and/or development of the mortgaged lands and shall enter into any subdivision agreement, servicing agreements, site plan agreement and other agreements and documentation as may be required by the mortgagor so long as the mortgagee incurs no liability thereunder;
- (e) the mortgagee: (A) agrees to enter into a subordination and unlimited (except as provided below) standstill agreement in a form acceptable to the mortgagee and the mortgagor's construction lender (described in (B) of this paragraph (e), which shall include an agent representing a syndicate of construction lenders), each acting reasonably, which agreement permits the mortgagee to collect any amounts owing to it by the mortgagor that are secured by the mortgage provided that the mortgagor is not in default under the construction loan, and whereby the mortgagee shall agree to execute such other documents and agreements as may be reasonably requested by such construction lender with respect to such subordination and unlimited standstill agreement; and (B) agrees to postpone and subordinate the mortgage to: (i) any bona fide construction financing obtained by the mortgagor to facilitate the redevelopment of the Property; and (ii) to any mortgage registered in favour of the issuer of a Tarion deposit bond and/or any excess condominium deposit insurance;

- (f) Standard Charge Terms No. 200033 shall be utilized for this Charge and paragraph 14 of said Standard Charge Terms shall not apply to this Charge;
- (g) in the event of any conflict or inconsistency between any provisions of the standard charge terms incorporated by reference in this charge and this schedule, then the terms of this schedule shall prevail to the extent of any conflict or inconsistency; and
- (h) Upon registration of the Property as a Condominium, the mortgagee shall forthwith and without the requirement of any fee or cost to the mortgagor, partially discharge this mortgage against all of the Property other than the 13 residential condominium units intended to be Affordable Housing Units.

**SCHEDULE "N"**  
**SEMI-ANNUAL REPORT**

**Project:** \_\_\_\_\_

**Date:** \_\_\_\_\_

Loan Summary

Project Details

Proponent: \_\_\_\_\_

Funding Source(s): \_\_\_\_\_

Address: \_\_\_\_\_

Loan Agreement Date: \_\_\_\_\_

	Original value of all loans		Repayment Summary		Net Loans Outstanding	
Fed/ Prov Loans						
City Loans						
<b>Total</b>	<b>#</b>	<b>\$</b>	<b>#</b>	<b>\$</b>	<b>#</b>	<b>\$</b>

Default Loan Summary (Info Only)	

	Repayment Summary – Fed/ Prov Loan				Repayment Summary – City of Toronto Loan			
Year	Total No. of Loans Repaid	Original Value of Loans Repaid (\$)	Value of Appreciation Paid to City (\$)	Total Paid to City (\$)	Total No. of Loans Repaid	Original Value of Loans Repaid (\$)	Value of Appreciation Paid to City (\$)	Total Paid to City (\$)
<b>Total</b>								

Revolving Fund Summary – Fed/ Prov Loan				
Year	Total No. of Recycled Fed/ Prov Loans	Original Value of Loans (\$)	Value of Appreciation (\$)	Total Funds to be Recycled (\$)
<b>Total</b>				

Revolving Fund Summary – City of Toronto Loan				
Year	Total No. of Recycled City Loans	Original Value of Loans (\$)	Value of Appreciation (\$)	Total Funds to be Recycled (\$)
<b>Total</b>				

**Key Agreement Terms:**

Please submit Jan-June by Aug31; Jan-Dec by Feb 28th  
Default Loan Summary is for information only

<b>PROPONENT</b>
Approved By: _____ (Name & position)
Date: _____

<b>CITY OF TORONTO</b>
Reviewed By: _____ (Name & position)
Date: _____

## SCHEDULE "O"



### Declaration of Compliance with Anti-Harassment/Discrimination Legislation & City Policy

For Office Use Only  
DECLARATION OF COMPLIANCE WITH ANTI-HARASSMENT/DISCRIMINATION LEGISLATION & CITY POLICY

Date: \_\_\_\_\_

Group/Vendor/Individual Name: \_\_\_\_\_

Organizations/individuals in Ontario, including the City of Toronto, have obligations under the Ontario Human Rights Code, the Occupational Health and Safety Act, the Employment Standards Act, the Accessibility for Ontarians with Disabilities Act, the Criminal Code of Canada and the Charter of Rights and Freedoms. In addition, the City of Toronto also has policies that prohibit discrimination on the additional grounds of political affiliation or level of literacy, subject to the requirements of the Charter. Organizations are required to have and post policies, programs, information, instruction, plans and/or other supports, and an appropriate internal process available to their employees and service recipients to prevent, address and remedy discrimination, racism, harassment, hate and inaccessibility complaints under the applicable legislation and including the additional grounds of discrimination prohibited under City policy. Individuals are obliged to refrain from harassment/hate activity.

The City of Toronto requires all organizations and individuals that contract with the City to sign the following Declaration of Compliance with Anti-Harassment/Discrimination Legislation & City Policy. This Declaration must be signed by your organization and submitted with the contract or Letter of Understanding. The name of your organization and the fact that you have signed this declaration may be included in a public report to City Council.

---

**Declaration:**

**I/we uphold our obligations under the above provincial and federal legislation. In addition, I/we uphold our obligations under City policies which prohibit harassment/discrimination on a number of grounds including political affiliation and level of literacy.**

**WHERE LEGALLY MANDATED I/we have in place the necessary policies, programs, information, instruction, plans and/or other supports that are consistent with our obligations, and I/we have an internal process available to my/our employees and service recipients to prevent, address and remedy discrimination, racism, harassment, hate and inaccessibility complaints. I/we agree that I/we shall, upon the request of the City, provide evidence of the policies, programs, information, instruction, plans and other supports and an appropriate internal complaint resolution process required under this Declaration which is sufficient to allow the City to determine compliance. I/We acknowledge that failure to demonstrate compliance with this declaration to the satisfaction of the operating Division, in consultation with the City Solicitor, may result in the termination of the contract.**

Name of Vendor or Name of Grant Applicant (Organization or Individual): \_\_\_\_\_

---

Complete Address: \_\_\_\_\_ Email \_\_\_\_\_

Tel. No. \_\_\_\_\_

Postal Code: \_\_\_\_\_ Fax No. \_\_\_\_\_

---

Name of Signing Officer or Name of Applicant (Name – *please print*): Position \_\_\_\_\_

---

Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
*Authorised Signing Officer or Individual*

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Multilingual Services: 311 and TTY 416-338-0889. Further information: [www.toronto.ca/diversity.ca](http://www.toronto.ca/diversity.ca)



**SCHEDULE "P"**  
**START OF CONSTRUCTION AFFIDAVIT**

Re: PROPONENTS NAME AND PROJECT ADDRESS

I, [name of authorized signing officer], of the City of \_\_\_\_\_, in the Province of Ontario make oath and say:

1. Construction equipment has been mobilized on the property municipally known as [ADDRESS], Toronto.
2. Attached hereto and marked as Exhibit "A" is a true copy the first building permit received for the above-mentioned affordable housing project.
3. I make this affidavit for no improper purpose.

SWORN before me at  
the City of  
in the Province of Ontario  
this \_\_\_\_ day of  
201\_\_.

\_\_\_\_\_  
[name and title of authorized signing officer]

A Notary Public in the  
Province of Ontario.

**SCHEDULE "C" to the Offer to Sell  
HST CERTIFICATE**

**TO: CITY OF TORONTO (the "City")**

**RE: The transfer of the property described as 146 & 150 Harrison Street and 50 & 54 Lakeview Avenue, City of Toronto (the "*Property*") from the City to the undersigned purchaser (the "*Purchaser*") pursuant to an Agreement of Purchase and Sale dated (the "*Agreement*")**

---

In consideration of and notwithstanding the closing of the above-noted transaction, the Purchaser certifies that with respect to all goods and services taxes and all harmonized sales taxes ("*HST*") imposed under the *Excise Tax Act* (Canada) (the "*Act*") in respect of the Agreement and any conveyances, dispositions or supplies of land, goods, services or any interest in any of them to be made by the City under the *Agreement*:

1. The Purchaser is purchasing the *Property* as principal, for the Purchaser's own benefit and account, and the *Property* is not being purchased by the Purchaser as an agent or trustee or otherwise on behalf of another person or entity;
2. *HST* is payable in respect of this transaction in accordance with the *Act* and the undersigned, having agreed to pay consideration for the transfer, is liable for the payment of *HST* in respect of the consideration;
3. The Purchaser, at the time of closing the transaction provided for in the *Agreement*, is a registrant under the *Act* (*HST* Registration Number \_\_\_\_\_), and its registration has not been withdrawn or revoked. The Purchaser shall self-assess, file returns and remit to the appropriate authority on a timely basis any *HST* owing in respect of the Agreement and any conveyances, dispositions or supplies of land, goods, services or any interest in any of them to be made by the City under the Agreement;
4. The Purchaser shall indemnify and hold the City, its successors and assigns, harmless from any liability of the City under the *Act* arising because of any incorrect statement or breach of the obligations of the Purchaser set out in this Certificate or the *Agreement* or arising under the *Act*, together with all fines, penalties, losses, costs, expenses and interest charges resulting from such incorrect statement or breach; and
5. The Purchaser agrees that this Certificate, including the indemnity given by the Purchaser in this Certificate, shall survive and shall not merge in the closing of the transaction provided for in the *Agreement*.

DATED the    day of    , 20    .

**[PROPONENT]**

by: \_\_\_\_\_

Name:

Title: \_\_\_\_\_ c/s

by:

\_\_\_\_\_  
Name:

Title:

I/We have authority to bind the Corporation



**SCHEDULE D to the Offer to Sell**  
**CONFIRMATION AND RELEASE**

**TO: City of Toronto (the "City")**

**RE: 146 & 150 Harrison Street and 50 & 54 Lakeview Avenue, City of Toronto (the "*Property*") and the Agreement of Purchase and Sale with respect to the *Property* dated (the "*Agreement*") between XXXX the "Purchaser" and the City**

IN CONSIDERATION OF the sum of One Dollar (\$1.00) and other good and valuable consideration (the receipt and sufficiency of which are acknowledged) the Purchaser releases, acquits and discharges forever the City, its officers, employees, agents, representatives and elected and appointed officials of and from all claims, actions, causes of action, losses, costs, expenses, liabilities, fines, penalties, interest, payments and/or damages of every kind that the Purchaser may make, suffer, sustain or incur in any way in regard to any "*Hazardous Substance*" (as that term is defined in the *Agreement*) or any "*Improvement*" (as that term is defined in the *Agreement*) relating to the *Property* in any way.

Without limiting the generality of the foregoing, the Purchaser agrees that:

- a. the Purchaser will not, directly or indirectly, compel or attempt to compel the City to clean up, remove, remediate or otherwise deal with, or pay for the remediation of, any *Hazardous Substance* (as that term is defined in the *Agreement*) or any *Improvement* (as that term is defined in the *Agreement*) or any condition or matter in, on, under *Neighbouring Properties* (as that term is defined in the *Agreement*), or seek damages therefor or in respect thereof;
- b. this confirmation and release shall not be terminated or extinguished by or merge in *Closing* (as that term is defined in the *Agreement*), and shall survive *Closing*;
- c. the provisions of Article 7 of the *Agreement* shall not be terminated or extinguished by or merge in *Closing* and shall survive *Closing*.

**DATED** the day of , 20 .

**[NAME OF PROPONENT]**

by \_\_\_\_\_  
Name:  
Title:

by: \_\_\_\_\_  
Name:  
Title:

I/We have authority to bind the Corporation.

## SCHEDULE "E"

### VENDOR TAKE BACK FIRST MORTGAGE

1. The principal sum of \_\_\_\_\_ (\$000,000.00) shall bear interest at the rate of six per cent (6%) per annum, calculated half-yearly, not in advance, as well after as before maturity and both before and after demand, default and judgment on such portion of the principal amount as remains from time to time unpaid.
  
2. **“BALANCE DUE DATE”** means the earlier of:
  - (a) Forty-Two (42) months from the date of registration of this Charge;
  - (b) notwithstanding (a), immediately preceding, forty-eight (48) months from the date of registration of this Charge if, and only if, the Chargee’s Deputy City Manager, Internal Corporate Services, in her sole and absolute discretion, has both agreed in writing to extend the date up to forty-two months from the date of registration of this Charge;
  - (c) the date that the Chargor sells, assigns, conveys, transfers, leases or otherwise disposes of or parts with possession of or changes the beneficial ownership of the lands and premises described in Box (5) of this Charge (the “Land”) to anyone other than an Eligible Purchaser;
  - (d) the date that the Chargor ceases to be a non-profit registered charitable corporation; and
  - (e) the date that an order is made or a resolution passed for the winding up of the Chargor, or a petition is filed for the winding up of the Chargor, or the Chargor becomes insolvent, or a bankruptcy petition is filed or presented against the Chargor, or proceedings with respect to the Chargor are commenced under the *Company’s Creditors Arrangement Act*, or a judgment or order have been entered by any court of competent jurisdiction ordering a re-organization, arrangement or composition of the Chargor or its debts or obligations, or a custodian or receiver or receiver and manager or any other official with similar powers is appointed by court order or otherwise for the Chargor on all or a substantial portion of its properties or assets.

### 3. **PAYMENT PROVISIONS**

The term of this Charge runs from the date of this Charge until the Balance Due Date, and no payments are due prior to the Balance Due Date. On the Balance Due Date, but subject to paragraph 4 next following, the principal sum, together

with interest at the Interest Rate, calculated half-yearly, not in advance, immediately becomes due and payable.

4. Notwithstanding the foregoing, if, prior to the Balance Due Date, the Chargor has completed construction of an affordable housing unit on the Land and certifies to the Chargee that the Land has been conveyed to an Eligible Purchase, as that term is defined in the Delivery Agreement attached hereto as Schedule "B", in the sole and absolute discretion of the Deputy City Manager, Internal Corporate Services the Chargee is not in default under any other agreement or arrangement with the Chargee in respect of the Land and the affordable housing unit to be constructed by the Chargor on the Land including, without limitation, the warranty that it shall remain at all times during the term of the Charge a non-profit registered charitable corporation, then the principal amount then outstanding under this Charge and all interest accrued thereon shall be deemed to be reduced to a zero balance, and the Chargor shall be entitled, upon request, to receive from the Chargee a registrable discharge of this Charge.
5. The Chargor acknowledges and agrees that this Charge is being given to the Chargee to secure payment of part of the purchase price for the Land charged hereby and to secure performance by the Chargor of its agreement to complete construction of an affordable housing unit on the Land.
6. The Chargor understands and agrees that the principal amount of the Vendor Take Back Mortgage is subject to adjustment. The principal amount of the Vendor Take Back Mortgage, set out in this offer is based on the Property being developed into thirteen (13) housing units. The amount of the Vendor Take Back Mortgage has been calculated based on a down payment to be made to the City of Ten Thousand Dollars (\$10,000.00) per housing unit. The principal amount of the Vendor Take Back Mortgage shall be adjusted, prior to discharge of the Vendor Take Back Mortgage to reflect the number of housing units the Chargor has been able to build on the Property. In the event the number of housing units built is greater than 13, the Chargor agrees to deliver to the City, by certified cheque or bank draft, an amount equal to Ten Thousand Dollars (\$10,000.) multiplied by the number of housing units over 10 that have been built on the Property, prior to the Chargor requesting the final discharge of the Vendor Take Back Mortgage.
7. The Chargor and the Chargee agree to be bound by the provisions in Standard Charge Terms filed as Number 200033.

## APPENDIX 4

### LINKS TO BACKGROUND DOCUMENTS

1. Draft Reference Plan  
[https://contrib.wp.intra.prod-toronto.ca/wp-content/uploads/2017/12/8ae5-2017-05221\\_renumbered\\_PDF.pdf](https://contrib.wp.intra.prod-toronto.ca/wp-content/uploads/2017/12/8ae5-2017-05221_renumbered_PDF.pdf)
2. City Divisional Jurisdictions  
<https://contrib.wp.intra.prod-toronto.ca/wp-content/uploads/2017/12/958e-Site-Survey.pdf>
3. Site Concept Plan  
<https://contrib.wp.intra.prod-toronto.ca/wp-content/uploads/2017/12/8dbf-Site-Concept-Plan.pdf>
4. Topographical Survey  
<https://contrib.wp.intra.prod-toronto.ca/wp-content/uploads/2017/12/9594-Topographical-Survey.pdf>
5. ESA Phase 1  
[https://contrib.wp.intra.prod-toronto.ca/wp-content/uploads/2017/12/92c5-Phase-One-ESA\\_Draft\\_October-5-2017-COMplete.pdf](https://contrib.wp.intra.prod-toronto.ca/wp-content/uploads/2017/12/92c5-Phase-One-ESA_Draft_October-5-2017-COMplete.pdf)
6. City of Toronto - Infill Townhouses Urban Design Guidelines  
<https://web.toronto.ca/city-government/planning-development/official-plan-guidelines/design-guidelines/infill-townhouses/>
7. City of Toronto Green Standard  
<http://www1.toronto.ca/wps/portal/contentonly?vgnextoid=f85552cc66061410VgnVCM10000071d60f89RCRD>
8. City of Toronto Ward Profiles – See Wards 18 and 19  
<https://www.toronto.ca/city-government/data-research-maps/neighbourhoods-communities/ward-profiles/>
9. City of Toronto Neighbourhood Profiles – See Neighbourhoods 81 and 85  
<https://www.toronto.ca/city-government/data-research-maps/neighbourhoods-communities/neighbourhood-profiles/>
10. The Investment in Affordable Housing for Ontario Program (IAH) (2014 Extension) Program Guidelines  
<https://contrib.wp.intra.prod-toronto.ca/wp-content/uploads/2017/12/959d-ENG-IAH-2014-Extension-Guidelines-web.pdf>

## APPENDIX 5

### SITE DETAILS A

#### SITE DETAILS HARRISON STREET AND LAKEVIEW AVENUE

*Please note that the following information is provided for information purposes only and may not include all applicable requirements and conditions. It is the responsibility of all Proponents to undertake the necessary due diligence to ensure that submissions meet all requirements and conditions concerning the property.*

#### **Property Location**

Address:	146 & 150 Harrison Street and 50 & 54 Lakeview Avenue
Location:	Northeast of Dovercourt Road and Harrison Street
Legal Description:	Part of Lots 17, 18, 19, 20, 21, 22, 23, 24, Plan D-182, subject to CA116995; subject to interest in CA116995, CA68584, CT383883; together with WB185759 being parts 2, 4, 5, 9 and 11 on draft reference plan number 2017-05221; City of Toronto
PIN:	Part of PIN 21279-0427 (LT), part of PIN 21279-0415 (LT) and part of PIN 21279-0426 (LT)
Ownership:	City of Toronto
Roll No.:	Parts of 1904-04-3-260-04100; 1904-04-3-260-02800; 1904-04-3-260-02700
Encumbrances:	None
Ward:	19 Trinity-Spadina

#### **Property Description**

Dimensions:	Irregular shaped property which has: <ul style="list-style-type: none"><li>• 61m frontage on Dovercourt Road;</li><li>• 67m frontage on Harrison Street; and</li><li>• 15m frontage on Lakeview Avenue</li></ul>
Area:	1.3m <sup>2</sup>

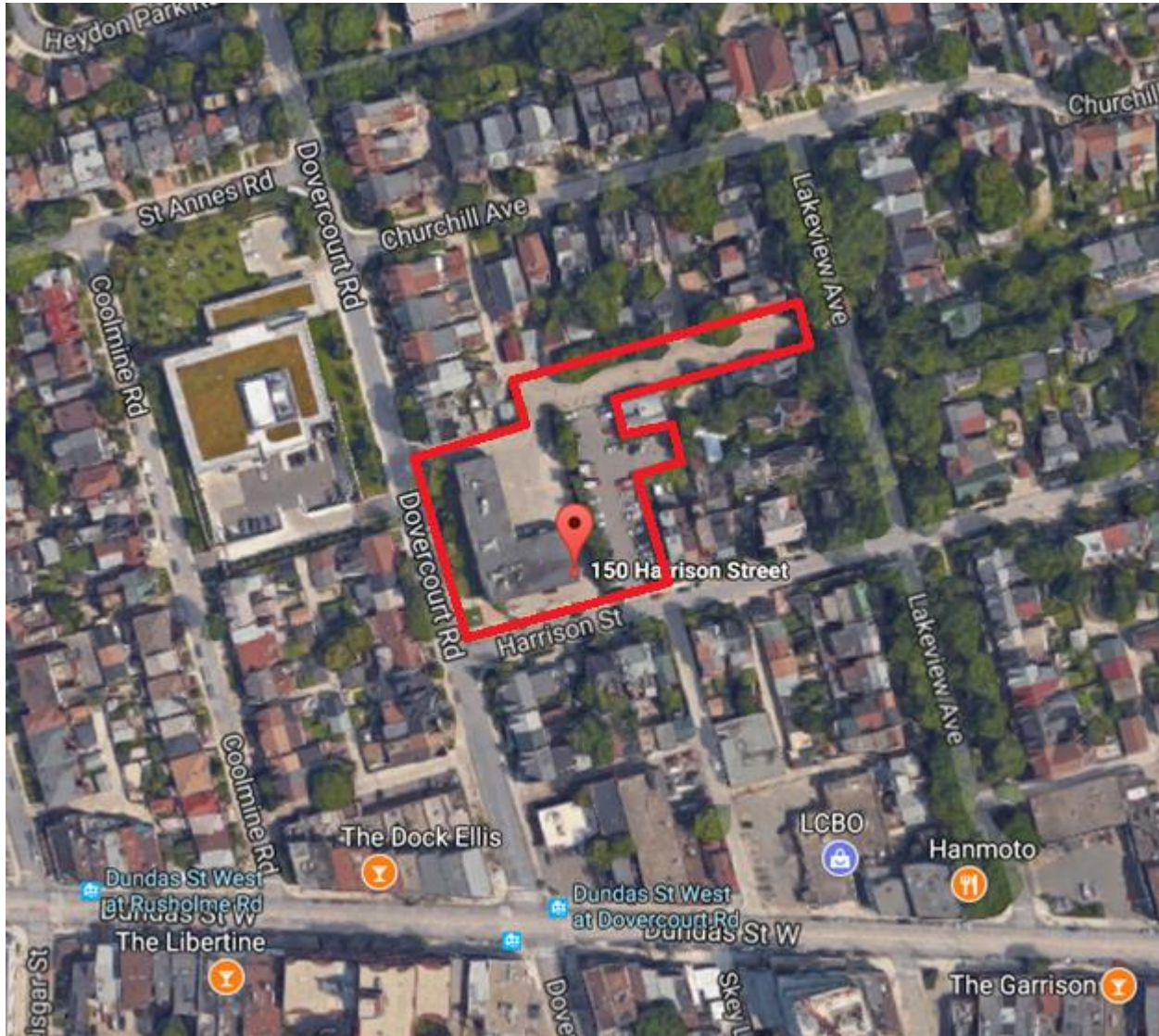
- Designation: Toronto Official Plan designation is *Neighbourhoods*:
- Allows a range of residential building types such as semi-detached houses, row/townhouses, duplexes and triplexes plus other uses permitted within the *Neighbourhoods* designation
  - Requires the height, massing and scale of infill development to be compatible with its surroundings
- <https://www.toronto.ca/city-government/planning-development/official-plan-guidelines/official-plan/>
- Zoning: Property is subject to General Zoning By-law 438-86 as amended, of the former (i.e. pre-Amalgamation) City of Toronto. Under By-law 438-86, the property is zoned *R2 Z0.6*
- [http://app.toronto.ca/BLSRWEB\\_Public/BylawSearch.do?function=setSearchCriteria](http://app.toronto.ca/BLSRWEB_Public/BylawSearch.do?function=setSearchCriteria)
- The property is also subject to City-wide Zoning By-law 569-2013 as amended. Under By-law 569-2013, the property is zoned *R (d0.6)(x729)*
- [http://www.toronto.ca/zoning/bylaw\\_amendments/ZBL\\_NewProvision\\_Chapter1.htm](http://www.toronto.ca/zoning/bylaw_amendments/ZBL_NewProvision_Chapter1.htm)

### Neighbourhood Context

- 2 to 3-storey residential semi-detached and detached dwellings adjacent to the site to the north, east, south and west
- New Toronto Police Services station to the north-west
- Parks and green spaces to the east at George Ben Park, Fred Hamilton Playground and Trinity Bellwoods Park, and north at Ossington Old Orchard Public School and Dufferin Grove Park
- West End YMCA Centre, including daycare, to the north at Dovercourt Road and College Street intersection
- West End Parents Daycare and the Orchard Montessori School to the north on Dovercourt Road
- Carmelite Children's Daycare located to the east on Harrison Street
- Ossington Old Orchard Public School to the north and Pope Francis Catholic Elementary School located to the east, both on Ossington Avenue

**APPENDIX 5**  
**SITE DETAILS B**

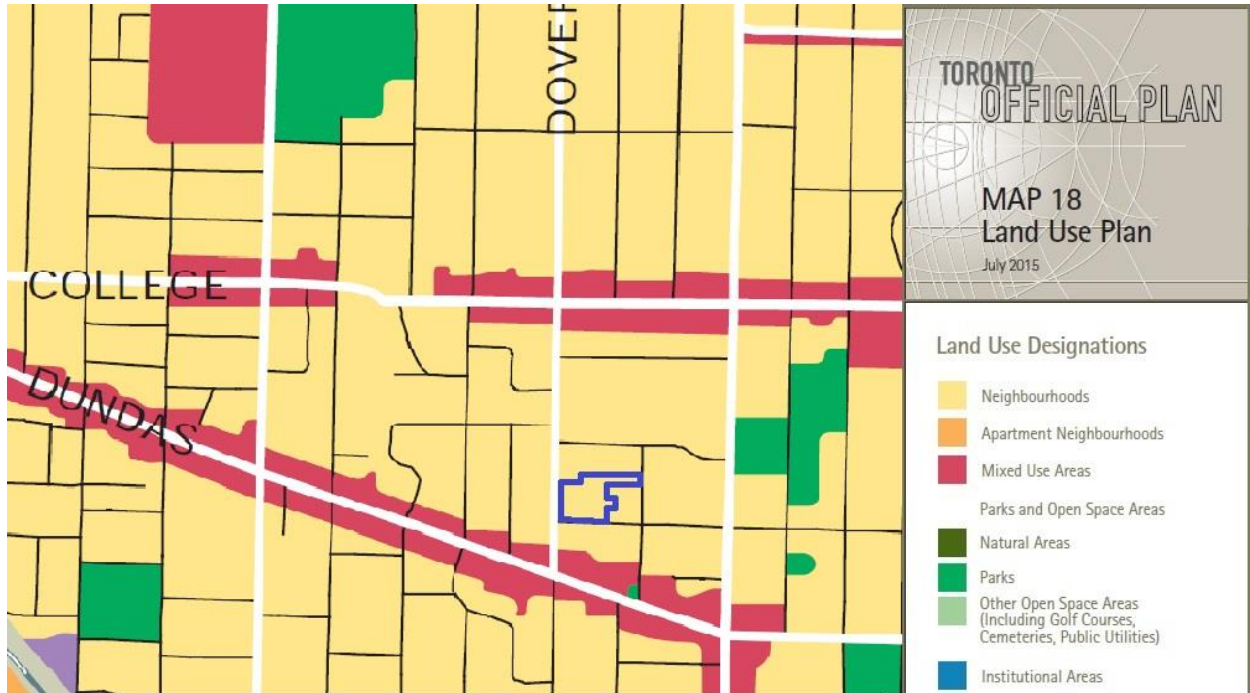
**Area Map:**





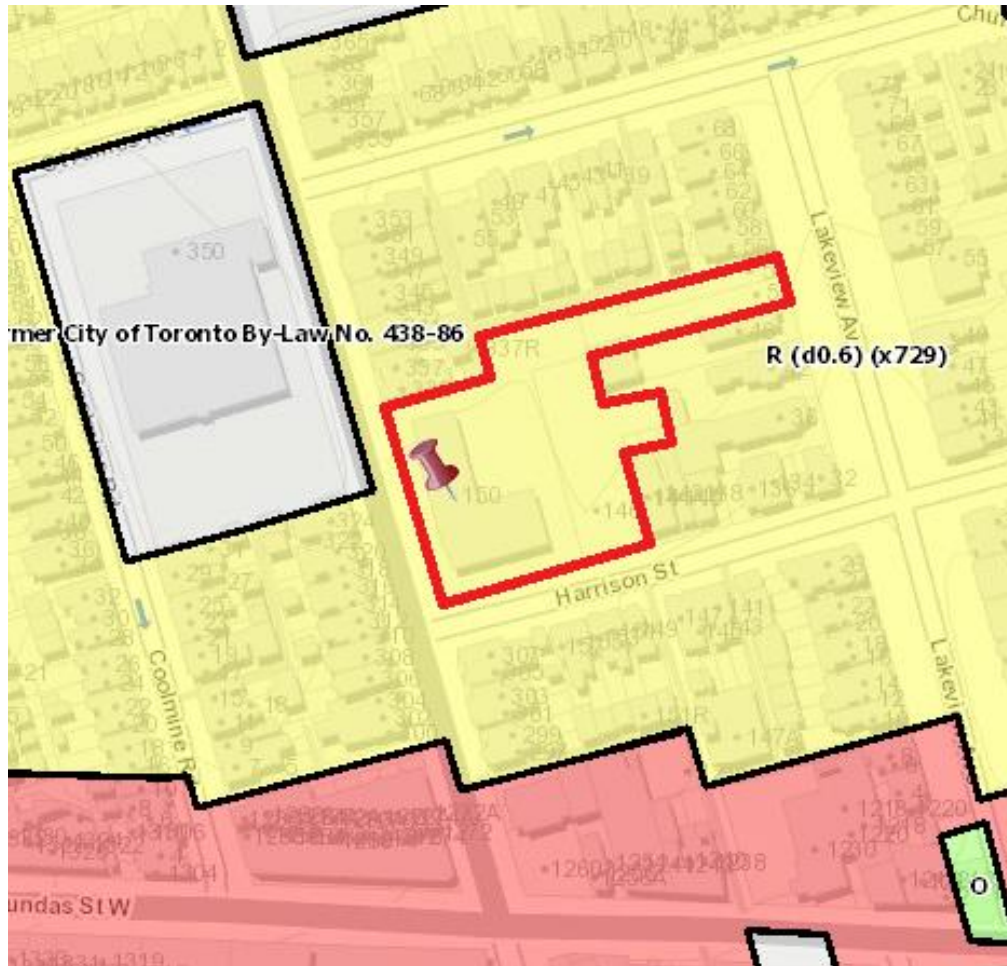
**APPENDIX 5**  
**SITE DETAILS C**

**Official Plan, Land Use:**



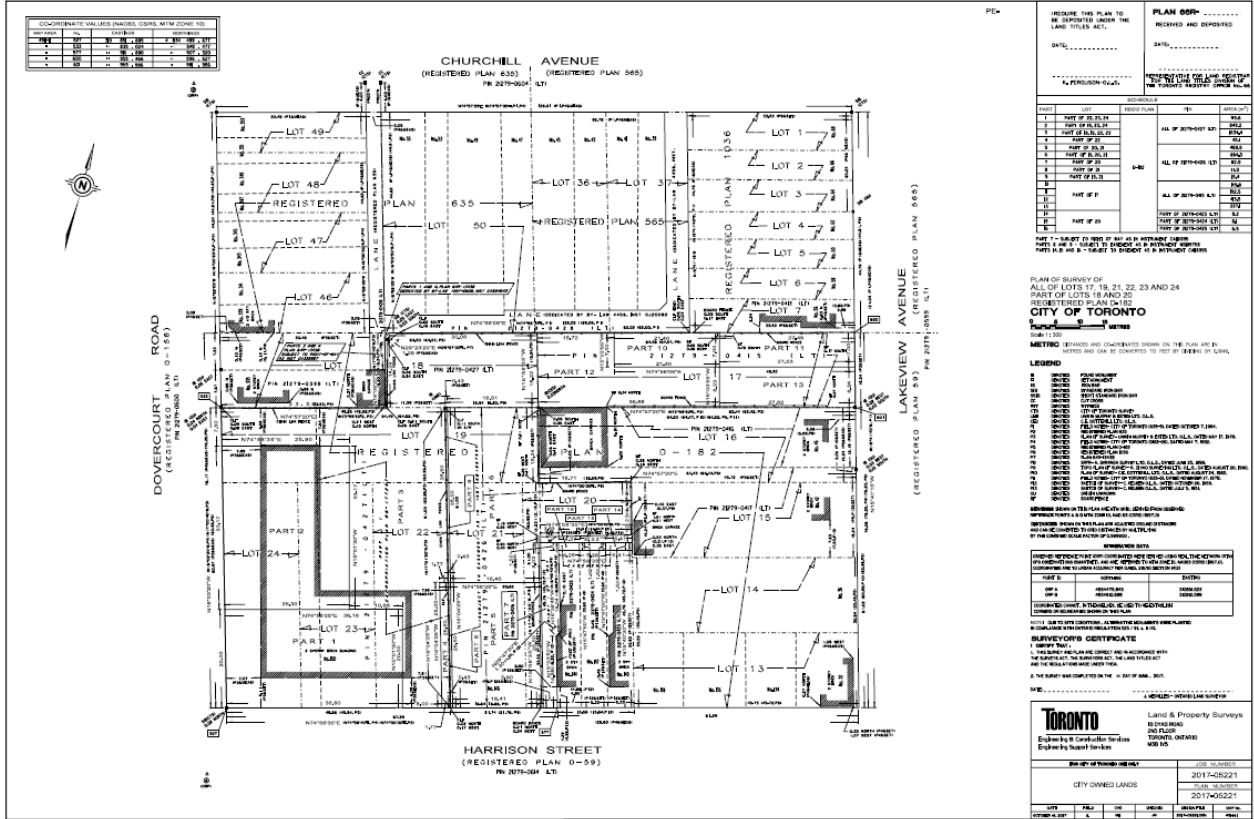
**APPENDIX 5**  
**SITE DETAILS D**

**Zoning:**

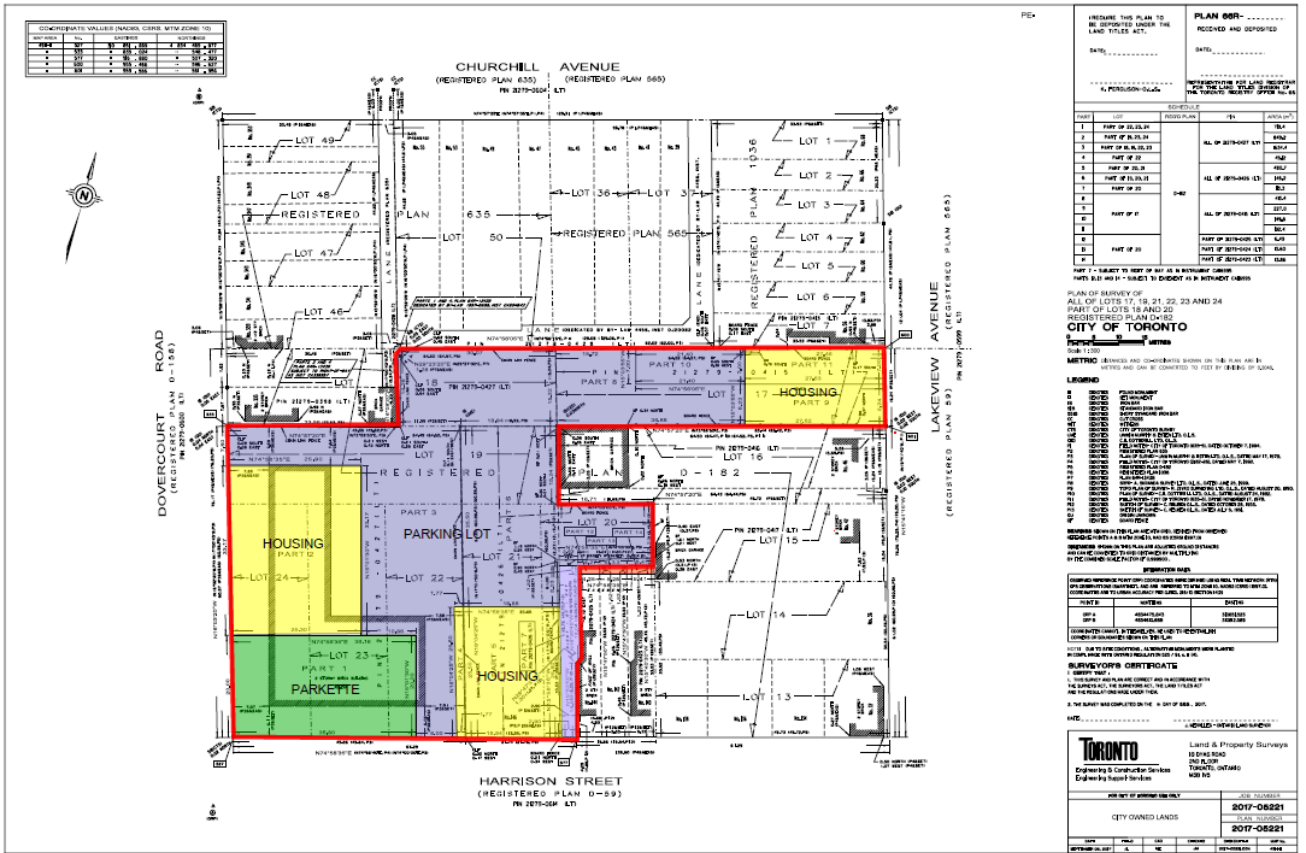


# APPENDIX 5 SITE DETAILS E

## Draft Reference Plan

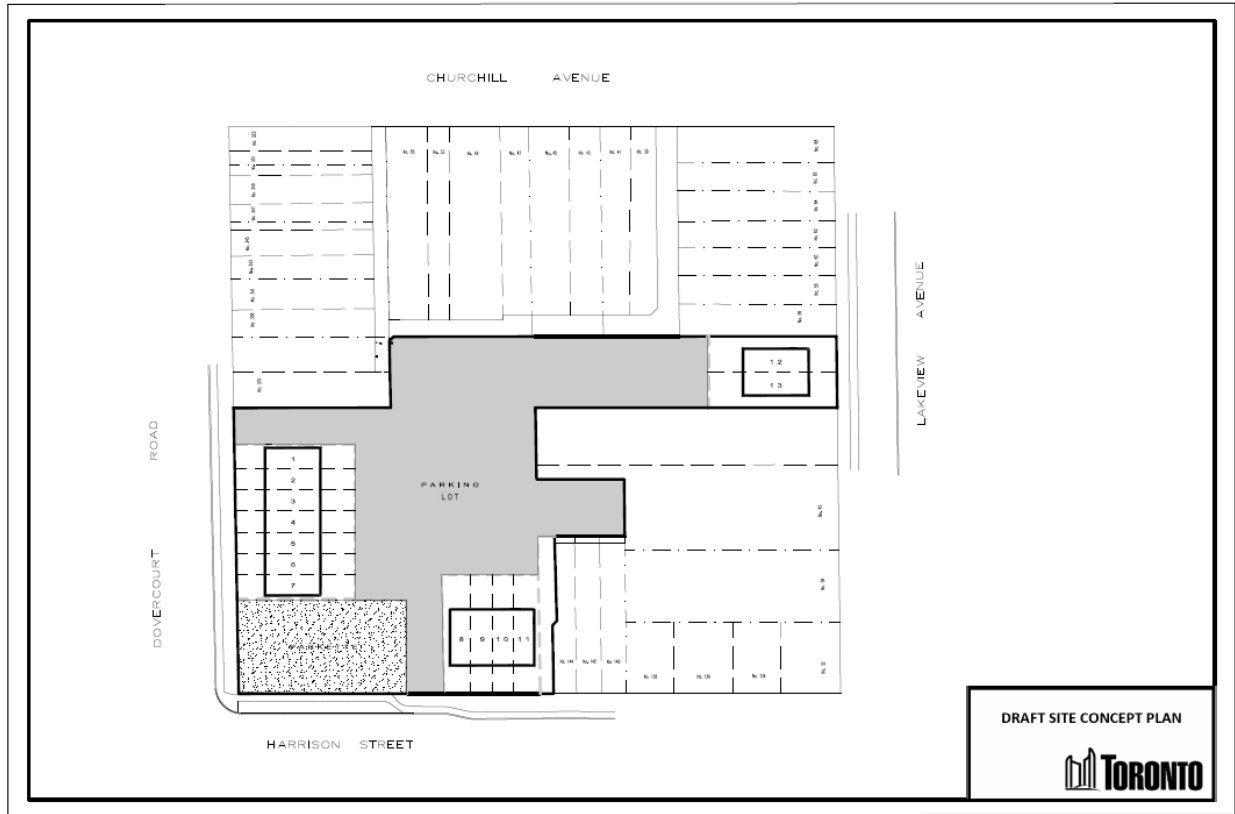


# Draft Reference Plan with City Divisional Jurisdictions:



**APPENDIX 5**  
**SITE DETAILS F**

**Site Concept Plan:**



**APPENDIX 5**  
**SITE DETAILS G**

**Site Photos:**



150 Harrison St. facing east



Dovercourt Rd. facing north



Dovercourt Rd. facing south



Dovercourt Rd. facing east



Harrison St. facing north-west



Lakeview Ave. facing west





Lakeview Ave. facing north

## APPENDIX 6

### CAPITAL BUDGET

Proponents are to complete fully and provide thorough explanatory notes.

<b>Proponent Name:</b>
------------------------

Development Statistics		
	Number	Area (m <sup>2</sup> )
<b>Residential</b>		
a. Total Number of Units		
b. Total Area of Units		

#### Capital Budget

HARD COSTS including HST				
Construction Costs			Total Cost	Per Unit
1)	Base Construction Cost (incl. HST, landscaping etc)			
2)	Appliances/ Furniture and Equipment			
3)	Other (e.g. not included in line 1)			
4)	Contingency & Escalation ( <i>insert % of line 1</i> )	%		
A	Hard Costs Total			

SOFT COSTS including HST				
Consultants			Total Cost	Per Unit
5)	Architectural ( <i>insert % fee as well as cost</i> )	%		
6)	Structural ( <i>indicate if in Arch. fee</i> )			
7)	Mechanical & Electrical ( <i>indicate if in Arch. fee</i> )			
8)	Landscape			
9)	Fire/Code/Cost/Quantity Surveyor			
10)	Traffic	%		
11)	Other (specify) (e.g. acoustical)			
B	Soft Costs Consultants Sub-total			

Legal and Organizational		Total Cost	Per Unit
12)	Legal Fees - Development Approvals (e.g. C of A)		
13)	Legal Fees - Contracts and Agreements		
14)	Organizational Expenses		
15)	Community consultation and communications		
16)	Insurance during construction and Final Cost Audit		
C	Soft Costs Legal & Organizational Sub-total		
Financing Costs		Total Cost	Per Unit
17)	Construction Loan Interest		
18)	Other (specify e.g. lenders fees)		
D	Soft Costs Financing Costs Sub-total		
Fees and Permits		Total Cost	Per Unit
19)	Building Permit Fees		
20)	Planning Application Fees		
21)	Development Charges		
22)	Parkland Dedication ( <i>not applicable</i> )	---	
23)	Education Development Charges		
24)	Hydro & Water Connection Fee ( <i>indicate if included in line 1</i> )		
25)	Other: (specify) e.g. storm water management, trees		
E	Fees and Permits Sub-total		
Soft Costs Summary		Total Cost	Per Unit
F	Soft Costs Subtotal (B+C+D+E)		
26)	Contingency ( <i>insert % as well as cost</i> )	%	
G	Soft Costs Total		

TOTAL PROJECT COSTS		Total Cost	Per Unit
<b>H</b>	<b>Hard Cost Total (A)</b>		
<b>I</b>	<b>Soft Cost Total (G)</b>		
<b>J</b>	<b>TOTAL PROJECT COSTS (total above 2 lines)</b>		
<b>K</b>	<b>HST included in Total Project Cost</b>		

CONTRIBUTIONS			
Indicate sources of funding. Provide written confirmation of each, where possible.		Total Cost	Per Unit
<b>27)</b>			
<b>28)</b>			
<b>29)</b>			
<b>30)</b>			
<b>31)</b>			
<b>32)</b>			
<b>33)</b>			
<b>34)</b>			
<b>35)</b>			
<b>L</b>	<b>TOTAL CONTRIBUTIONS</b>		
<b>M</b>	<b>Total Contributions Less Total Project Costs +/-</b>		



FORMS 1 THROUGH 6 (MANDATORY)

Form 1- Proposal Submission Form

Development and Operation of Affordable Housing at:

I/we hereby submit my/our application for the development and operation of affordable housing at \_\_\_\_\_ as described within this application for the above named project.

I/we have carefully examined the documents and have a clear and comprehensive knowledge of the requirements and have submitted all relevant data. I/we agree, if selected to provide those goods and/or services to the city in accordance with the terms, conditions and specifications contained in the proposal document and our submission. I/we agree that this submission is being made without any collusion or fraud.

Acknowledge receipt of addenda by number and issue date:

Addendum Number \_\_\_\_\_ Dated (yyyy-mm-dd) \_\_\_\_\_
Addendum Number \_\_\_\_\_ Dated (yyyy-mm-dd) \_\_\_\_\_
Addendum Number \_\_\_\_\_ Dated (yyyy-mm-dd) \_\_\_\_\_

Submitted by:

Applicant Full Legal Name (First, Last)

Business Address: \_\_\_\_\_ Telephone Number: \_\_\_\_\_
\_\_\_\_\_ Fax Number \_\_\_\_\_
\_\_\_\_\_ Email: \_\_\_\_\_
\_\_\_\_\_ Date (yyyy-mm-dd): \_\_\_\_\_

Authorized Signing Officer Signature

Authorized Signing Officer Name (Print - First, Last)

This form must be signed and submitted with your Application or your Application will not be considered.

## **Form 2- Policy to Exclude Bids From External Parties Involved in the Preparation or Development of a Specific Call/Request**

To ensure Fair and Equal Treatment in its competitive procurements, the City of Toronto will undertake to:

- Disallow Applicants from submitting an Application in which the Applicant has participated in the preparation of the call document

Did you, the Applicant, assist the City of Toronto in the preparation of this call for Applications?

**Specify: Yes    No**

For a copy of the [City of Toronto Policy](http://www.toronto.ca/citybusiness/pdf/bidsfromexternalparties.pdf), visit the website at:  
[www.toronto.ca/citybusiness/pdf/bidsfromexternalparties.pdf](http://www.toronto.ca/citybusiness/pdf/bidsfromexternalparties.pdf)

## Form 3- Declaration Confirming the Absence of Any Conflicts of Interest

I, \_\_\_\_\_  
Applicant Name or an Authorized Signing Officer Name (Print - First, Last)

hereby acknowledge that it is the Applicant's responsibility to ensure that all contracts are entered into, with respect to the parties with whom the development and operation of affordable housing at \_\_\_\_\_ are to be at arm's length from both the Applicant and other contracting parties, and that any contracts with parties with whom the Applicant or other contracting parties are not at arm's length will be considered a conflict of interest and will disqualify the Applicant for funding.

Further, I understand that the City of Toronto reserves the right to verify any information provided in the Application.

Applicant Signature: \_\_\_\_\_

Applicant Name (First, Last): \_\_\_\_\_

Date (yyyy-mm-dd): \_\_\_\_\_



# Form 4 - Declaration of Compliance with Anti-Harassment/ Discrimination legislation & City Policy

Organizations/individuals in Ontario, including the City of Toronto, have obligations under the Ontario Human Rights Code, the Occupational Health and Safety Act, the Employment Standards Act, the Accessibility for Ontarians with Disabilities Act, the Criminal Code of Canada and the Charter of Rights and Freedoms. In addition, the City of Toronto also has policies that prohibit discrimination on the additional grounds of political affiliation or level of literacy, subject to the requirements of the Charter.

Organizations are required to have and post policies, programs, information, instruction, plans and/or other supports, and an appropriate internal process available to their employees and service recipients to prevent, address and remedy discrimination, racism, harassment, hate and inaccessibility complaints under the applicable legislation and including the additional grounds of discrimination prohibited under City policy. Individuals are obliged to refrain from harassment/hate activity.

The City of Toronto requires all organizations and individuals that contract with the City to sign the following Declaration of Compliance with Anti-Harassment/Discrimination Legislation & City Policy. This Declaration must be signed by your organization and submitted. The name of your organization and the fact that you have signed this declaration may be included in a public report to City Council.

**Declaration:**

I/we uphold our obligations under the above provincial and federal legislation. In addition, I/we uphold our obligations under City policies which prohibit harassment/discrimination on a number of grounds including political affiliation and level of literacy.

WHERE LEGALLY MANDATED I/we have in place the necessary policies, programs, information, instruction, plans and/or other supports that are consistent with our obligations, and I/we have an internal process available to my/our employees and service recipients to prevent, address and remedy discrimination, racism, harassment, hate and inaccessibility complaints. I/we agree that I/we shall, upon the request of the City, provide evidence of the policies, programs, information, instruction, plans and other supports and an appropriate internal complaint resolution process required under this Declaration which is sufficient to allow the City to determine compliance. I/We acknowledge that failure to demonstrate compliance with this declaration to the satisfaction of the operating Division, in consultation with the City Solicitor, may result in the termination of the contract.

Complete Address: \_\_\_\_\_ Email: \_\_\_\_\_

Postal Code: \_\_\_\_\_ Telephone Number: \_\_\_\_\_

Authorized Signing Officer Name or Applicant Name (First, Last) \_\_\_\_\_ Fax Number: \_\_\_\_\_

Signature: \_\_\_\_\_ Position Title: \_\_\_\_\_

Authorized Signing Officer or Applicant Date (yyyy-mm-dd): \_\_\_\_\_

Multilingual Services: 311 and TTY 416-338-0889. Further information: [www.toronto.ca/diversity.ca](http://www.toronto.ca/diversity.ca)

**For Office Use**

Group/Vendor/Individual: \_\_\_\_\_ Date: \_\_\_\_\_



## Form 5 - Restrictions on the Hiring and Use of Former City of Toronto Management Employees for City Contracts

The purpose of this Policy to ensure that former City of Toronto management employees who took part in a separation program or received a retirement package, are prohibited from participating in contracts directly or indirectly related to the City of Toronto or its special purpose bodies for a period of two years starting from an employee's separation date.

Former employees covered by this policy are prohibited from participating in contracts directly or indirectly related to the City of Toronto or its special purpose bodies for a period of two years starting from the employee's separation date. This would include, but not be limited to, for example, the following roles:

- As an independent contractor/consultant;
- As a contractor/consultant on City project work for a company/firm (but, the firm may compete); or
- As a contractor/consultant on City project work for a company/firm that has been sub-contracted by another company/firm.

Respondents are to state the name(s) of any former City of Toronto management employee(s) hired/used by your firm, if any, who have left the employ of the City or its special purpose bodies within the last two years.

---

Name (First, Last)

### Notes:

(1) Adopted by Council at its meeting of February 4, 5, & 6, 1998, Report No. 2, Clause No. 2 of the Strategic Policies and Priorities Committee, and

(2) Revised by City Council at its meeting of November 26, 27, 28, 2002, Report No. 14, Clause No. 6, Administration Committee.

## Form 6 - Environmentally Responsible Procurement Statement

The City of Toronto Environmentally Responsible Procurement Policy encourages bidders to use products/services that are environmentally preferred.

Environmentally preferred products/services are those such as durable products, reusable products, energy efficient products, low pollution products/services, products (including those used in services) containing maximum levels of post-consumer waste and/or recyclable content, and products which provide minimal impact to the environment.

An environmentally preferred product is one that is less harmful to the environment than the next best alternative having characteristics including, but not limited to the following:

1. Reduce waste and make efficient use of resources: An Environmentally Preferred Product would be a product that is more energy, fuel, or water efficient, or that uses less paper, ink, or other resources. For example, energy efficient lighting, and photocopiers capable of double sided photocopying.
2. Are reusable or contain reusable parts: These products such as rechargeable batteries, reusable building partitions, and laser printers with refillable toner cartridges.
3. Are recyclable: A product will be considered to be an Environmentally Preferred Product if local facilities exist capable of recycling the product at the end of its useful life.
4. Contain recycled materials: An Environmentally Preferred Product contains post-consumer recycled content. An example is paper products made from recycled post-consumer fibre.
5. Produce fewer polluting by-products and/or safety hazards during manufacture, use or disposal: An EPP product would be a non-hazardous product that replaces a hazardous product.
6. Have a long service-life and/or can be economically and effectively repaired to upgraded.

Bidders shall if requested, provide written verification of any environmental claims made in their bid/Proposal satisfactory to the City of Toronto within five (5) working days of request at no cost to the City. Verification may include, but not be limited to, certification to recognized environmental program (e.g., Environmental Choice Program [ECP]), independent laboratory tests or manufacturer's certified tests. Only proven environmentally preferred products/services shall be offered. Experimental or prototype products/services will not be considered.

For a copy of the [City of Toronto Environmentally Responsible Procurement Policy](http://www.toronto.ca/calldocuments/pdf/environment_procurement.pdf), visit the website at [www.toronto.ca/calldocuments/pdf/environment\\_procurement.pdf](http://www.toronto.ca/calldocuments/pdf/environment_procurement.pdf)

**State if environmentally preferred products are being used: Yes No**

**We encourage the use of environmentally preferred products.**

**APPENDIX 8**

**PROPOSAL SUBMISSION CHECKLIST**

Submissions must include One (1) original version (clearly marked as such on its first page) of the Proposal Document (Section 3.0 and all appendices) and five (5) identical copies.	
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**MANDATORY: A Completed Proposal as described in Section 4.0 contains:**

<b>Section 4.1 Executive Summary</b>	
<b>Letter of Introduction</b>	
<b>Table of Contents</b>	
<b>Executive Summary</b>	
<b>Section 4.2 Proponent Profile, Experience and Qualifications</b>	
<b>Proponent Profile</b>	
<b>Qualifications and Experience</b>	
<b>Section 4.3 Housing Development Plan (including Capital Budget Appendix 6)</b>	
<b>Section 4.4 Affordability Plan</b>	
<b>Section 4.5 Offer to Purchase</b>	
<b>Section 4.6 Mandatory Requirements</b>	

**Note: All items listed above are Mandatory and must be included with the Proponent’s submission or the Proposal will be rejected.**