

CITY OF TORONTO

- and -

XXXXXXXXXX

AFFORDABLE LANEWAY SUITES CONTRIBUTION AGREEMENT

XXXXXX, Toronto

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BETWEEN:

CITY OF TORONTO

(the "City")

- and -

XXXXXXXXXXXX

(the "Owner")

Background

- A. At its meeting held on June 26, 27, 28 and 29, 2018, City Council approved the provision of financial assistance through the Investment in Affordable Housing Program – Ontario Renovates Component (the "Program") to encourage the development of Laneway Suites as a form of affordable housing;
- B. The Owner is the owner of [address], Toronto; and
- C. The parties wish to enter into this agreement to set out the terms and conditions of the financial assistance to be provided to the Owner for the Laneway Suite to be located at [address], Toronto.

NOW THEREFORE in consideration of the mutual covenants and other terms and conditions in this Agreement and the sum of Two Dollars (\$2.00) of lawful money of Canada now paid by each of the parties to the other (the receipt and sufficiency whereof are acknowledged), the parties agree as follows:

**ARTICLE 1
INTERPRETATION**

1.1 In this Agreement and Schedules attached hereto, the following terms shall have the following respective meanings:

"Affordability Period" means fifteen (15) years from the date of First Occupancy;

"Application" means the application for Program Funding completed by the Owner to create a new Laneway Suite;

"Average Market Rent" means the average monthly Toronto-wide rent by unit type as determined in the end-of-year survey of City-wide rents for the prior calendar year published by CMHC; if CMHC does not publish a survey of City-wide rents, then "average market rent" for the calendar year shall be the City-wide average rent as determined by the City acting reasonably;

"CMHC" means the Canada Mortgage and Housing Corporation, and includes any successor organization;

"City Charge" means the charge/mortgage of land referred to in Section 4.2 hereof;

"Declaration of Occupancy" means the declaration substantially in the form attached as Schedule "C";

“Director” means the Executive Director responsible for the Housing Secretariat and includes his or her designate or successor, if any;

“First Occupancy” means the first day of the month immediately following the month in which the Laneway Suite is rented for the first rental period;

“Household Income” means total household income from all sources of all persons over the age of 18 who reside in the Laneway Suite or who will reside in the Laneway Suite if it is rented to them, as determined annually in the Notice of Assessment for the most recent tax year issued by the Canada Revenue Agency for all members of the household over the age of 18;

“Household Income Limit” means the maximum Household Income based on household size allowed under the Affordable Laneway Suites Program, as published annually by the City; which in no instance shall exceed the 60th income percentile for the City or province, whichever is lower;

“Lands” means the lands described in Article 3, together with any buildings or improvements thereon from time to time;

“Laneway Suite” means a self-contained living accommodation for a person or persons living together as a separate single housekeeping unit, in which both food preparation and sanitary facilities are provided for the exclusive use of the occupants of the suite and is in an ancillary building abutting a lane in accordance with the definition of a laneway suite under Zoning By-law 569-2013, as amended;

“Monthly Occupancy Costs” means the total of the monthly rent payable for the Laneway Suite including the cost of hydro, heat, cold water and hot water and Monthly Occupancy Costs do not include charges for applicable taxes, parking, cable, internet, telephone or any other like charges. If heat, water or hydro costs are separately metered and paid directly by the tenant, the Monthly Occupancy Costs will be reduced by a Utility Allowance determined by the City and published on the City's web site;

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

“MFIPPA Protected Information” means any “Personal Information” as defined in MFIPPA;

“New Tenant” means the first and each subsequent new tenant to live in the Laneway Suite;

“Notice of Project Completion” means the declaration substantially in the form attached as Schedule "B";

“Project” means the construction of the Laneway Suite at [ADDRESS];

“Project Completion” means the stage at which the Owner confirms in writing to the City, that the Project has been substantially completed through the submission of a Notice of Project Completion attached as Schedule "B", and requests for the final inspection of the Laneway Suite by City staff, prior to First Occupancy, to ensure compliance with the Affordable Laneway Suites Program; and eligibility for the final payment of funding, to be confirmed in writing by the City; and

“Utility Allowance” means a utility allowance determined by the City and published on the City's web site.

1.2 This Agreement, the Schedules incorporated into it by reference and any documents entered into pursuant to this Agreement, constitutes the entire agreement between the parties with respect to the subject matter hereof.

1.3 Any reference in this Agreement to a statute shall be deemed to include any regulations made under the statute, any amendments made from time to time and any successor legislation.

1.4 The following schedules form part of this Agreement:

Schedule "A"	Charge/Mortgage of Land
Schedule "B"	Notice of Project Completion
Schedule "C"	Post Project Completion Occupancy Report
Schedule "D"	Annual Occupancy Report
Schedule "E"	Consent to the Disclosure of Personal Information
Schedule "F"	Declaration of Compliance with Anti-Harassment/Discrimination Legislation & City Policy

ARTICLE 2 THE PROJECT

2.1 The Owner agrees to complete the Project in an efficient and workmanlike manner, and to operate the Laneway Suite, in accordance with this Agreement, for the Affordability Period, as detailed below:

Location: [address]
PIN XXXXXXXXXXXX
[Insert Legal Description]

Monthly Occupancy Costs: at or below 100% Average Market Rent

ARTICLE 3 PROGRAM FUNDING

3.1 Funding. Subject to the provisions hereof, the City will advance the amount of Fifty Thousand Dollars (\$50,000.00) (the "Program Funds"), as a grant by way of forgivable loan. The Program Funds will be advanced upon the conditions set out in sections 3.4 and 3.5, either being satisfied or waived and will be used solely to fund the creation of the Laneway Suite.

3.2 Security. The Owner agrees to the registration of a Charge/Mortgage of Land (the "City Charge"), on the Lands, to secure the obligations of the Owner hereunder. The City Charge shall be:

- (a) endorsed in favour of the City;
- (b) in the principal amount of Fifty Thousand Dollars (\$50,000.00) (the "Principal Amount");
- (c) payable upon the sale or transfer of the Lands; and

(d) shall include the terms set out in Schedule "A".

3.3 Forgiveness. The balance of the Principal Amount will be reduced by the amount that is equal to one-fifteenth of the Principal Amount on each anniversary of First Occupancy, until fully forgiven, if the Owner is in good standing under the terms of this Agreement. Once the Principal Amount has been fully forgiven, the City shall discharge the City Charge.

3.4 Payment. The Program Funds will be paid as follows, in accordance with Article 3.5;

MILESTONE	PAYMENT	AMOUNT
Within 45 days of the fulfillment of the conditions set out in Section 3.5(a)	first payment	\$45,000
Within 45 days of the fulfillment of the conditions set out in Section 3.5(b)	final payment	\$5,000

3.5 Conditions Precedent. The obligation of the City to provide the Program Funds is conditional upon the Owner satisfying the following conditions to the satisfaction of the Director, unless waived in writing by the City:

(a) for the first payment:

- (i) the City Charge has been registered;
- (ii) the Owner shall provide a copy of the building permit for the Laneway Suite;
- (iii) the Owner shall have provided the Director with a copy of the signed building contract, construction agreements(s) or similar legal agreement for the construction of the Laneway Suite, satisfactory to the Director; and
- (iv) the Declaration of Compliance with Anti-Harassment/Discrimination Legislation and City Policy, attached as Schedule "F" has been executed by the Owner and delivered to the City;

(b) for the final payment:

- (i) a Notice of Project Completion;
- (ii) an inspection of the Laneway Suite by City staff, prior to First Occupancy;
- (iii) a letter from the City confirming Project Completion;
- (iv) receipt by the City of all invoices regarding the development and construction of the Laneway Suite;
- (v) receipt by the City of the Post Project Occupancy Report; and

- (vi) receipt by the City of a Certificate of Insurance for the Laneway Suite, showing the City as a mortgagee and joint loss payee, according to its interest.

3.6 Disbursement of Funds. The disbursement of the Program Funds pursuant to this Agreement is subject to the necessary appropriations from the Provincial Government and payment of same by the Province to the City, and the City shall have no liability to the Owner, in the event the respective appropriations or payment obligations to the City are insufficient to meet the funding obligations.

ARTICLE 4 OBLIGATIONS OF THE OWNER

4.1 The Owner shall:

- (a) ensure that construction begins within one hundred and twenty (120) days of the date of execution of this Agreement and thereafter proceeds diligently with the creation of the Laneway Suite;
- (b) ensure Substantial Completion of the Project is reached by no later than eighteen (18) months from the date of issuance of the building permit, or such other date as determined by the Director, acting reasonably;
- (c) provide such information, within ten (10) business days of such request, with respect to the Project, such as construction progress, invoices, projected date of First Occupancy, as requested or required by the City, acting reasonably, from time to time;
- (d) provide the City with a Notice of Project Completion substantially in the form of the declaration attached as Schedule "B", which will serve as a request by the Owner for the City to inspect the Laneway Suite and authorize release of the final payment of funds;
- (e) allow the City access to inspect the Laneway Suite prior to First Occupancy;
- (f) provide the City with a Post Project Completion Occupancy Report substantially in the form of the declaration attached as Schedule "C" within thirty (30) days of First Occupancy, along with a Consent to the Disclosure of Personal Information attached as Schedule "E" completed by the tenant;
- (g) ensure that, when entering into a tenancy agreement for the Laneway Suite, the tenant has a Household Income that does not exceed the Household Income Limit;
- (h) ensure that no Laneway Suite will be rented to the Owner;
- (i) ensure that the Monthly Occupancy Cost for the Laneway Suite does not exceed 100% of Average Market Rent, at any time during the Affordability Period;
- (j) meet all of its obligations under the *Residential Tenancies Act, 2006*, S.O. 2006, c.17;
- (k) in any year the Owner shall not increase the Monthly Occupancy Costs by more than the lower of any Average Market Rent increase, as a result of the CMHC Annual Rental Market Survey, if applicable and the annual rent increase guideline established pursuant to the *Residential Tenancies Act, 2006*, or any successor legislation to an amount not to exceed

the Average Market Rent. The Owner acknowledges that, if the rent increase guideline of the *Residential Tenancies Act, 2006* does not apply to the Project, the Owner agrees that the rent increase guideline applies by virtue of the contractual terms of this Agreement.

- (l) comply with all applicable federal, provincial and municipal laws, regulations and by-laws;
- (m) each year, on February 1, provide to the City the Annual Occupancy Report, substantially in the form attached as Schedule "D" confirming the Monthly Occupancy Cost of the Laneway Suite is at or below the prevailing Average Market Rent, along with a Consent to the Disclosure of Personal Information attached as Schedule "E" completed by the tenant, if required; and
- (n) the Owner shall maintain, or cause to be maintained, and shall keep in force during the Affordability Period such insurance coverage on the Laneway Suite as a prudent owner would carry and which must show the City as a mortgagee and joint loss payee, according to its interest. The Proponent shall deliver certificates of insurance to the City, including the renewal or the replacement of the insurance policies, without request or demand by the City.

ARTICLE 5 REQUESTING AN ADVANCE OF FUNDS

5.1 General. The City shall make the advance of the Program Funds provided that the conditions in Article 3 have been met or waived in writing, and the obligations of the Owner set out in Article 4 have been met, where applicable.

5.2 Requesting an Advance. The City will advance funds at two stages, as outlined in Section 3.4, within thirty (45) days of receipt by the City of the following:

- (a) for the first payment, a request, in writing, on the Owner's letterhead, setting out the funds requested, and any documents that may be required pursuant to Section 3.5(a) including details of what costs are being claimed (attaching original, notarial or certified copies of invoices); and
- (b) for the final payment, a request, in writing, on the Owner's letterhead, setting out the funds requested, and any documents that may be required pursuant to Section 3.5(b), along with original, notarial or certified copies of all invoices, and a statement of cost and funds available to complete the Project, where applicable.

5.3 Incomplete Requests. Requests by an Owner for an advance which are incomplete and do not meet the requirements set out above will be returned to the Owner, resulting in a delay in an advance being made.

ARTICLE 6 DEFAULT AND REMEDIES

6.1 The following shall be considered events of default under this Agreement:

- (a) the Owner has, in the opinion of the City, acting reasonably, failed to proceed with the creation or occupation of the Laneway Suite in a timely manner, except where such failure is due to causes which, in the opinion of the City, are beyond the control of the Owner;
- (b) the Owner has failed to ensure Substantial Completion of the Project is reached by no

later than eighteen (18) months from the date of issuance of the building permit; and

- (c) the Owner does not lease the Laneway Suite pursuant to the terms and conditions of this Agreement

If there is a default, the City may, in its absolute discretion require repayment of the unforgiven balance secured by the City Charge and terminate the Agreement by giving written notice to the Owner.

ARTICLE 7 INDEMINIFICATION

7.1 Indemnification by Owner. The Owner hereby agrees that it shall, from time to time, and at all times hereafter, well and truly save, keep harmless and fully indemnify the City, and its elected and appointed officials, officers, employees, agents, representatives, successors and assigns (collectively, the "Indemnified Parties"), from and against any and all actions, claims and demands whatsoever which may be brought against or made upon the Indemnified Parties and against any and all loss, liability, claims, judgments, costs, demands or expenses whatsoever which the Indemnified Parties may sustain, suffer or be put to resulting from or arising out of or in connection with:

- (a) this Agreement;
- (b) the obligations of the Owner hereunder; and
- (c) death, injury or economic loss, caused by or in any way related to any of the Owner's obligations under this Agreement;

provided that the Owner shall not be liable for any loss, liability, claims, judgements, costs, demands or expenses which result from negligent or wrongful acts of the Indemnified Parties.

ARTICLE 8 POSTPONEMENTS

8.1 Provided the Owner is in good standing under this Agreement, it is understood and agreed that the City shall subordinate and postpone the City Charge to a new first mortgage provided that, in the City's opinion; sufficient equity remains to secure the City Charge. The City reserves the right to request, at the Owner's expense, such appraisals, financial statements, mortgage statements or other information as it deems appropriate prior to executing the postponement. **Please note: The City requires a minimum of three (3) weeks to process requests for the execution of postponements and forbearance document.**

ARTICLE 9 PUBLIC ACKNOWLEDGEMENT OF FUNDS

9.1 The Owner shall ensure that in any and all public communication/media activities referring to the Project, there is included an appropriate acknowledgement, in accordance with the instructions provided by the City to the Owner, of the contributions made by the City. The Owner shall notify the City in advance of any and all public communication/media activities.

**ARTICLE 10
NOTICES**

10.1 Unless otherwise provided in this 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 as follows:

(a) if to the City, at:

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

Attention: Executive Director, Housing Secretariat
Fax No: (416) 392-8492

(b) if to the Owner, at:

Attention:
Fax No: ()

10.2 Any Notice shall be deemed to have been validly and effectively given and received: if personally delivered, on the date of delivery; if sent by prepaid registered mail, on the third (3rd) business day next following the date of mailing, provided, however, that during any postal disruption or threatened postal disruption, delivery shall be in person; and if sent by facsimile, on the business day next following the day on which it was sent.

10.3 Either party under this Agreement may from time to time by Notice to the other party change its address for service under this Agreement.

**ARTICLE 11
GENERAL PROVISIONS**

11.1 This Agreement may be changed only by written amendment duly executed by authorized representatives of both parties.

11.2 Notwithstanding any consent or approval given by the City with respect to any plans, specifications or other construction-related matter, the City will not be in any way liable for the design or construction of any proposed structure, and the party that has obtained the consent or approval of the City shall be wholly liable for such design and construction.

11.3 The Owner shall be solely responsible for the payment of any person or entity employed, engaged or retained by the Owner for the purpose of carrying out the creation of the Laneway Suite.

11.4 The Owner acknowledges that it is not the agent or representative of the City and has no authority to make a promise, agreement or contract on behalf of the City in respect of the Project.

11.5 Time shall in all respects be of the essence of all matters provided for in this Agreement.

11.6 No waiver of any breach of any provision of this Agreement will be effective or binding unless it is in writing and signed by an authorized representative of the party purporting to give such waiver and, unless otherwise provided, will be limited to the specific breach waived.

11.7 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.

11.8 The Owner represents and warrants to the City that spousal consent to this Agreement and the City Charge is not required under the provisions of the *Family Law Act*, R.S.O. 1990, c. F.3 unless the Owner's spouse has executed the consent set out herein.

11.9 This Agreement shall enure to the benefit of and be binding upon the parties and their respective successors and permitted assigns.

IN WITNESS WHEREOF the parties hereto have executed this Agreement.

DATED this day of , 2019.

CITY OF TORONTO

APPROVED AS TO FORM

.....
For Wendy Walberg, City Solicitor
File #

Authorized by Executive
Committee Item No. TE33.3 as
adopted by City of Toronto
Council on June 26, 27, 28 and
29, 2018

Per: _____
Name:
Title: Executive Director, Housing Secretariat

DATED this day of , 2019.

.....
Witness
Print Name: _____

.....
[Insert Name of Person]
Owner

.....
[Insert Name of Person]
Owner

SCHEDULE "A"

MORTGAGE/CHARGE OF LAND PROVISIONS

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 Laneway Contribution Agreement on _____, 201_, (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. It is agreed that the Chargee's rights hereunder shall in no way merge or be affected by any proceedings which the Chargee may take under the Agreement and/or under any other collateral security securing the performance of obligations under the Agreement and that the Chargee shall not be required to take proceedings under the Agreement, before proceeding under this Charge and conversely, no proceedings under this Charge or other collateral security or any of them shall in any way affect the rights of the Chargee under the Agreement and the Chargee shall not be required to take proceedings under this Charge or any other collateral security before proceeding under the Agreement.

LRO # 80 Charge/Mortgage

In preparation on 2019 05 29 at 12:19

This document has not been submitted and may be incomplete.

yyyy mm dd Page 1 of 1

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.

Chargee(s)*Capacity**Share*

<i>Name</i>	CITY OF TORONTO
<i>Address for Service</i>	Acting as a company 55 John Street, 26th Floor Toronto ON M5V 3C6 Attention: City Solicitor & Housing Secretariat

Statements

Schedule:

Provisions

<i>Principal</i>	\$50,000.00	<i>Currency</i>	CDN
<i>Calculation Period</i>			
<i>Balance Due Date</i>			
<i>Interest Rate</i>			
<i>Payments</i>			
<i>Interest Adjustment Date</i>			
<i>Payment Date</i>			
<i>First Payment Date</i>			
<i>Last Payment Date</i>			
<i>Standard Charge Terms</i>	200033		
<i>Insurance Amount</i>	Full insurable value		
<i>Guarantor</i>			

SCHEDULE "B"

NOTICE OF PROJECT COMPLETION

I [owner name] _____ hereby confirm that the Laneway suite project at [property address] _____ has reached Project Completion on [date] _____ as defined in the Affordable Laneway Suites Contribution Agreement.

Signature: _____

Name: _____

Date: _____

SCHEDULE "C"**POST PROJECT COMPLETION OCCUPANCY REPORT**

Tenant Information		
	Name (first name, last name)	Annual Gross Income** (Line 150 of NoA)
1		
2		
3		
Total Household Income:		
Lease Agreement Execution Date		
Occupancy	<input type="checkbox"/> Bachelor	<input type="checkbox"/> 1-Bedroom
	<input type="checkbox"/> 2-Bedroom	<input type="checkbox"/> 3-Bedroom
Monthly Occupancy Costs (Rent charge)		
CMHC Average Market Rent	Year 20XX \$XX	

** Please attach all Notice of Assessment for the prior year issued by the Canada Revenue Agency (CRA) for all eligible members of the household.

I certify, to the best of my knowledge, that the information provided above is true and correct.

NAME OF OWNER: _____

Signature _____ Date: _____

SCHEDULE "D"

ANNUAL OCCUPANCY REPORT

A. If tenant(s) have not changed, please use a declaration of occupancy substantially in the form below:

This will confirm that [tenants name(s)] continues to occupy the laneway suite at [property address]. The monthly occupancy costs is \$xxxxx which is at or below Average Market Rent.

B. If the laneway suite is vacant at the time of Annual Occupancy Report submission, please use a declaration of occupancy substantially in the form below:

This will confirm that laneway suite at [property address] is currently vacant. The Manager of Housing Improvement Programs, Housing Secretariat, will be notified when the laneway suite is rented and the monthly occupancy costs that will be charged will be at or below Average Market Rent.

C. If new tenant(s) are occupying the laneway suite, please complete the following and have the tenant complete the Consent to the Disclosure of Personal Information attached as Schedule "E":

Tenant Information		
	Name (first name, last name)	Annual Gross Income** (Line 150 of NoA)
1		
2		
3		
Total Household Income:		
Lease Agreement Execution Date		
Occupancy		<input type="checkbox"/> Bachelor
		<input type="checkbox"/> 1-Bedroom
Monthly Occupancy Costs (Rent charge)		<input type="checkbox"/> 2-Bedroom
		<input type="checkbox"/> 3-Bedroom

CMHC Average Market Rent	Year 20XX \$XX
---------------------------------	-------------------

** Please attach all Notice of Assessment for the prior year issued by the Canada Revenue Agency (CRA) for all eligible members of the household.

I certify, to the best of my knowledge, that the information provided above is true and correct.

NAME OF OWNER: _____

Signature _____ Date: _____

SCHEDULE "E"

CONSENT TO THE DISCLOSURE OF PERSONAL INFORMATION

I, _____, agree that [NAME OF OWNER] is collecting my personal information, including my name, address and Notice of Assessment, for the City of Toronto, and authorize [NAME OF OWNER] to collect this personal information and provide it to the City of Toronto. The City of Toronto's Housing Secretariat collects personal information on this document under the authority of the City of Toronto Act, 2006 sections 8 and 136 (c), the City of Toronto Municipal Code and City of Toronto By-Law No 734-2018.. The information will be used to determine the tenant's eligibility for the Laneway Suite, the owner's eligibility for the Affordable Laneway Suites Program, and for the City to evaluate the program. Questions about this collection can be directed to the Manager, Housing Improvement Programs, Housing Secretariat 55 John Street, 7th floor, Toronto, Ontario, M5V 3C6 or by telephone at 416-392-0587.

Signature

Date

SCHEDULE "F"

DECLARATION OF COMPLIANCE WITH ANTI-HARASSMENT/DISCRIMINATION LEGISLATION & CITY POLICY



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

