

NOTICE TO NON-PROFIT AFFORDABLE HOUSING PROPONENTS

City of Toronto Request for Proposals No. OPHI-RENTAL-2019

For Non-Profit Affordable Rental Housing Development & Rooming House Repair and Rehabilitation

Please review the attached document and submit your proposal to the address below by the closing deadline of **12:00 noon (local time) on October 14, 2019**

Proposals will not be considered unless:

Received by the date and time specified above; and received at the address specified below.

Each Proposal must consist of:

- one (1) original Proposal Submission Package, signed in ink and clearly marked as "original" on its first page, and;
- six (6) photocopies of the full package.

Proposals should be bound or in a binder with all appendices separated for easy access by clearly labeled tabs or dividers. Proposals must be submitted in a sealed envelope or box with a full and correct return address. Submissions made by fax, email, electronic message or telegram will not be accepted.

Public Information Meeting:	September 27, 2019
Time:	9:30 am
Location:	Metro Hall, 55 John St, Toronto, Room 308
Attendance (mandatory/voluntary):	Voluntary

Deadline for Questions (in writing):	October 3, 2019, at 4.30pm
City Contact:	Jacob Larsen Housing Development Officer, Housing Secretariat Jacob.Larsen@Toronto.ca

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

DELIVER TO:	Sean Gadon Executive Director (Interim) Housing Secretariat Metro Hall, 55 John Street, 7 th Floor Toronto, ON M5V 3C6
RFP NO.:	OPHI-RENTAL-2019
FROM (COMPANY NAME):	

INTRODUCTION TO OPHI-RENTAL-2019 REQUEST FOR PROPOSALS

Both affordable rental housing and rooming houses are important components of Toronto's housing market. The City's "Housing Opportunities Toronto: An Affordable Housing Action Plan 2010-2020" calls for 1,000 new affordable rental homes annually and the maintenance and creation of safe, well-maintained rooming houses. The City is now developing "HousingTO 2020-2030", which will detail Toronto's plans for housing in the coming decade.

Through this Request for Proposals (RFP), the City is making available Federal-Provincial funding from the 2019 allocation of the Ontario Priorities Housing Initiative (OPHI). **Only Non-Profit groups are eligible for this funding.**

Approximately \$16 Million Dollars in funding will be available for successful proposals. The funding allocation between the Rental Housing Development Component and the Toronto Renovates Rooming House Component will be determined through the City's evaluation process.

OPHI 2019 funding must be committed to specific projects, evidenced by signed agreements with the City before **December 13, 2019**. Federal-Provincial deadlines necessitate the very tight timelines of this RFP. The OPHI also requires that construction on Projects begin within 120 days of signing the City's agreement, or **April 11, 2020** at the latest.

The City of Toronto is soliciting Proposals for "quick start" projects under two funding streams:

1. **Rental Housing Development Component**

Eligible projects must be Non-Profit owned or leased to a Non-Profit for a minimum of 30 years, and be one of the following:

- New construction, including additions and extensions;
- Conversion of non-residential buildings or units to purpose-built rental buildings/units, and;
- Acquisition of existing rooming houses and similar properties when accompanied with significant renovations/revitalization.

2. **Toronto Renovates Rooming House Component**

Eligible projects must be Non-Profit owned or leased to a Non-Profit for a minimum of 15 years, and be a renovation of one of the following:

- Licensed rooming houses and other similar accommodations that contain legal, single room occupancy (SRO) dwelling units;
- Vacant rooming houses where a rooming house license has lapsed and will be reinstated, or;
- Proposed licensed/legal rooming houses or similar accommodations with single room occupancy that have received, or are expected to receive, planning approvals and building permits.

Proposals that entail acquisition **and** renovation/rehabilitation of an existing rooming house should be made under only the Rental Housing Development Component.

The following RFP includes information on both of these components and is designed to ensure the City receives proposals through an open and competitive process, and that Proponents receive fair and equitable treatment in the solicitation, receipt and evaluation of their proposals.

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APPENDICES FOR RENTAL HOUSING DEVELOPMENT COMPONENT

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Appendix 2	Rental Housing Development Component Contribution Agreement
Appendix 3	Summary of City Incentives

APPENDICES FOR TORONTO RENOVATES ROOMING HOUSE COMPONENT

Appendix 4	Toronto Renovates Rooming House Component Proposal Submission Form
Appendix 5	Toronto Renovates Rooming House Component Funding Agreement

APPENDICES FOR ALL PROPOSALS

Appendix 6	Policy to Exclude Bids from External Parties Involved in the Preparation or Development of a Specific Call/Request
Appendix 7	Declaration Confirming the Absence of Any Conflicts of Interests
Appendix 8	Declaration of Compliance with Anti-Harassment/Discrimination Legislation & City Policy
Appendix 9	Restrictions on the Hiring and use of Former City of Toronto Management Employees for City Contracts
Appendix 10	Environmentally Responsible Procurement Statement
Appendix 11	Call For Applications Terms and Conditions

1.0 TERMINOLOGY

1.1. References to Labeled Provisions

Each reference in this Request for Proposal to a numbered or lettered “section”, “subsection”, “paragraph”, “subparagraph”, “clause” or “sub-clause” shall, unless otherwise expressly indicated, be taken as a reference to the correspondingly labelled provision of this Request for Proposal (RFP).

1.2. Definitions

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

“Affordability Period” means the period during which the Agreement between the City and a Successful Proponent will be in effect. This will be a minimum of 30 years in the case of the Rental Housing Development Component, and 15 years in the Toronto Renovates Rooming House Component.

“Average Market Rents” or “Average Rents” or “AMR” means average monthly City-wide rents by bedroom type as determined in the autumn survey published by CMHC for the prior calendar year; if CMHC does not publish a survey of City-wide rents, then “average market rents” for the calendar year shall be City-wide average rents as determined by the City.

“Bedroom Type” means unit size as categorized by bedroom count, eg: bachelor unit, 1-bedroom, 2-bedroom, or 3-bedroom.

“City” means the City of Toronto.

“CMHC” means Canada Mortgage and Housing Corporation.

“Contribution Agreement” means the written contract, substantially in the form of the written agreement attached hereto as Appendix 2 entered into between the City and a Successful Proponent with respect to the Services under the Rental Housing Development Component contemplated by this RFP.

“Council” means Toronto City Council.

“Executive Director” means the Executive Director of the City of Toronto Housing Secretariat, or his/her designate or successor, if any.

“Housing Access System” means the City’s centralized housing access system; which includes the allocation and administration of Housing Benefits;

“Housing Benefits” means a financial benefit provided for or on behalf of a tenant to make up the difference between the rent payable by a tenant and the rent payable to the landlord for a residential unit;

“MFIPPA” means the Municipal Freedom of Information and Protection of Privacy Act.

“Monthly Occupancy Costs” means the total of the monthly rent payable to the Proponent for a Unit including the cost of hydro, heat, 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 household, the Monthly Occupancy Costs will be reduced by a Utility Allowance determined by the City and published on the City's web site;

“Non-Profit” means a not for profit corporation or co-operative.

“Preferred Proponent” means a Proponent whose Proposal, as determined by City staff through the evaluation analysis described in the RFP, provides one of the best overall value in meeting the City’s requirements, and may be recommended for funding.

“Project” means the affordable rental housing units proposed to be constructed, acquired or renovated by a Proponent to this RFP.

“Proponent” means a legal entity, being a person, partnership or not-for-profit organization that submits a Proposal in response to this Request for Proposal.

“Proposal” means an offer submitted by a Proponent in response to this 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 Municipal Affairs and Housing.

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

“Start of Construction” means that a first permit for construction, renovation or repair is in place and that physical work on the Project has begun, to be self-assessed by the Proponent.

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

“Toronto Renovates Agreement” means the written contract, substantially in the form of the written agreement attached hereto as Appendix 5 entered into between the City and a Successful Proponent with respect to the Services under the Toronto Renovates Rooming House Component contemplated by this RFP.

2.0 RENTAL HOUSING DEVELOPMENT COMPONENT

2.1 Purpose

The Rental Housing Development Component of this RFP makes available capital funding from the federal/provincial Ontario Priorities Housing Initiative (OPHI) for rental housing. The City is seeking proposals for new rental housing construction (including additions and extensions), conversion of non-residential buildings to purpose-built rental buildings, or the acquisition and rehabilitation of existing rooming houses or similar properties. Only Non-Profit Proponents are eligible for this funding.

Proponents selected and subsequently approved by Council will be recommended to the Province for funding under the OPHI and enter into a Contribution Agreement with the City, detailing the terms and conditions of the OPHI funding and the City's financial incentives. The City's financial incentives are outlined in Appendix 3.

2.2 Eligibility and Key Milestones

The City is seeking Proposals from experienced Proponents for financially viable affordable housing Projects that represent good value for money for the City.

The OPHI is largely a continuation of the provincial Investment in Affordable Housing (IAH) program but differs from previous programs in some key respects. Most importantly, eligible Projects must be owned or leased by a Non-Profit or co-operative corporation for the duration of the Affordability Period.

Further, the capital funding being made available through this RFP must be committed by December 31, 2019, necessitating a deadline for signing the City's Contribution Agreement of **December 13, 2019**. Construction must then commence within 120 days. This short timeframe necessitates that funding is only available to "quick-start" projects which have secured planning approvals and building permits (or are ready to apply for building permits) and are close to being able to start construction.

City staff will evaluate and score Proposals to identify the best Projects and will, within the funding envelope available, recommend Proposals to City Council for approval. Council-approved Projects will then be forwarded to the Province with an executed Contribution Agreement for the **December 13, 2019** deadline.

Retirement homes, long-term care homes (including nursing homes), and crisis care facilities are not eligible for funding.

2.3 Funding and City Incentives

The financial support available through this RFP consists of two components: 1) capital OPHI funding limited to a maximum of 75 per cent of the total capital costs of the Project; and 2) City incentives in the form of planning fees and development charge exemptions, as well as an exemption from taxation for municipal and school purposes for the Affordability Period. See Appendix 3 for a list of fees and charges waived.

Total capital costs may include land, financing, or hard and soft costs for new construction or renovation, but less any HST rebates.

OPHI funding will be paid by the City to Successful Proponents during development and construction. Payments will be provided on the following milestones:

Funding Milestone	Amount
Start of Construction	50%
Completion of Structural Framing	40%
Confirmation of Building Occupancy	10%

In cases of acquisition and rehabilitation of existing rooming houses or similar properties, funding milestones may be adjusted in consultation with the Province, if circumstances indicate this is required.

Funding will be provided in the form of a 30-year forgivable loan. When not in default under the Contribution Agreement, the loan is forgiven at an equal rate every year over the 30-year term and forgiveness begins when the work is completed.

2.4 Rent Levels

Rents are referred to in the Contribution Agreement as Monthly Occupancy Costs. Monthly Occupancy Costs for any Project shall not exceed 80% of the Average Market Rent (AMR).

In Projects where utilities are to be metered separately for each unit and residents are required to pay the utility costs directly, the Monthly Occupancy Costs are set at AMR, less an allowance for each separately metered utility, as determined and updated annually by the City.

The AMR and utility allowances are published annually at:

<https://www.toronto.ca/community-people/community-partners/social-housing-providers/affordable-housing-operators/current-city-of-toronto-average-market-rents-and-utility-allowances/>.

Note that while Monthly Occupancy Costs for individual units may be up to a maximum of 100% AMR, the average Monthly Occupancy Costs for the Project may not exceed 80% of AMR. Units with Monthly Occupancy Costs above 100% of AMR may exist within the building but cannot be funded or be considered part of the Project.

Proposals which provide Monthly Occupancy Costs that are lower than 80% of AMR are favored in the evaluation process.

2.5 Affordability Period

Successful Proponents will be required to provide the affordable housing for a minimum period of 30 years, including a five-year phase out period during which Monthly Occupancy Costs can be adjusted to market levels as units are vacated. After the Affordability Period, the Contribution Agreement with the City will terminate. Preference will be given to proposals that offer affordable rents for longer than the minimum Affordability Period.

During the Affordability Period, the allowable Monthly Occupancy Cost increase each year for existing tenants will be the lesser of the rent increase guideline set each year under the Residential Tenancies Act, 2006 (RTA), or an increase to the city-wide AMR by bedroom type. The RTA rent increase guideline applies despite the RTA exemption for new buildings.

2.6 Housing Benefits

Projects approved through this RFP are required to make a minimum of 10% of the Project's affordable units available to households in receipt of monthly Housing Benefits from the City. These households will participate in the City's Housing Access System.

2.7 Contribution Agreement and Accountability

The terms and conditions of City financial support is set out in a Contribution Agreement to be entered into between the City and Successful Proponents. The Agreement requires that the value of the OPHI funding and City incentives will be secured by a mortgage on the property on which the Project will be located.

By replying to this Request for Proposals, the Proponents are agreeing, if selected, to enter into a Contribution Agreement substantially in the form of the Rental Housing Development Component Contribution Agreement attached hereto as Appendix 2. Entering into a Contribution Agreement will be at the absolute discretion of the City.

The City shall have the right to negotiate on such matter(s) as it chooses with Preferred Proponents without obligation to communicate, negotiate, or review similar modifications with other Preferred Proponents. The City shall incur no liability to any other Proponent as a result of such negotiation or alternative arrangements.

The Successful Proponent's legal relationship in all matters will be with the City, with the City, in turn, accountable to the Province. All communications regarding Project selection and funding will be with the City, not the Province.

2.8 Deadlines and Timing

The overall timing for this RFP is as follows:

Date	Milestone
September 18, 2019	RFP Issued
September 27, 2019	Information Session, Metro Hall 55 John St Room 308, 9:30 AM
October 3, 2019	Deadline for written questions from Proponents, 4:30 PM
October 14, 2019	RFP Submission Deadline, Closing 12:00 PM
November 13, 2019	Staff report to Planning and Housing Committee, recommending Preferred Proponents
November 26 & 27, 2019	City Council consideration of staff report
December 13, 2019	Deadline for Successful Proponents to sign City Contribution Agreements
April 11, 2020	Construction start deadline

This schedule is subject to change and appropriate written notice of any changes will be provided where feasible.

The Province, following review of the City’s recommendations for project selection, will confirm a funding allocation to Preferred Proponents by way of a Conditional Letter of Commitment (CLC).

Once a CLC is issued to a Proponent, tight deadlines apply to Start of Construction. A Contribution Agreement must be signed between the City and a Successful Proponent by **December 13, 2019**. Construction must start within 120 days of the Contribution Agreement being signed, or by **April 11, 2020** at the latest. Successful Proponents unable to comply with these deadlines may have their funding re-allocated.

2.9 Selection Committee

All Proposals will be evaluated by a Selection Committee, which will include members from the Housing Secretariat and other relevant City staff. The Selection Committee may at its sole discretion retain additional committee members or advisors.

The aim of the Selection Committee will be to select Proposals which in its opinion best meet the City’s and the Province’s requirements under this RFP. By responding to this RFP, Proponents will be deemed to have agreed that the decision of the Selection Committee will be final and binding.

2.10 Evaluation Criteria

Proposals will be assessed on the basis of the criteria set out below. A successful Proposal must score a minimum of 70 points in total.

	Criterion	Available Evaluation Points
A	Affordability Details	20
B	Development Qualifications	10
C	Management Qualifications	10
D	Corporate Financial Viability	10
E	Project Design	10
F	Capital Funding and Finance Plan	15
G	Operating and Management Plan	15
H	Development Schedule	10
	TOTAL	100

2.11 Clarifications

As part of the evaluation process, the Selection Committee may make requests for further information with respect to the content of any Proposal for the purpose of clarity e.g. to remove a contradiction or ambiguity. The clarification process will not be used to obtain information that was not submitted at time of closing of the RFP or to promote the Proponent’s organization.

The Selection Committee may request further information from one or more Proponents and not from others. Any information provided by a Proponent in response to a request for clarification will form part of its Proposal.

2.12 Evaluation Results

Proposal evaluation results shall be the property of the City and are subject to MFIPPA. Evaluation results may be subject to public release pursuant to MFIPPA. Proponents should be aware that Council and individual Councilors have the right to view the Proposals provided that their requests have been made in accordance with the City's procedure. The City shall not be obliged to accept any Proposals in response to this RFP.

2.13 Proposal Submission Package

All Proposals must be submitted with a completed Rental Housing Development Component Proposal Submission Form, as provided at Appendix 1. All Proponents must provide full descriptions and details of their Proposals using the headings and structure outlined below and based on the Evaluation Criteria at 2.10 above. Supporting documentation is to be included as attachments or appendices. To assist the Selection Committee, Proposals should be bound or in a binder with all sections separated for easy access by clearly labeled tabs or dividers.

Letter of Introduction

The Letter of Introduction will introduce the Proponent and the members of the team making the Proposal to the City. The Letter of Introduction should be signed by the person(s) authorized to sign on behalf of the Proponent.

Table of Contents

Include page numbers and identify all included materials in the submission including appendices and their tab numbers.

Summary of Proposal

The summary should outline in a clear and concise manner the key qualifications of the Proponent and the key features of the proposed project.

The following information must be providing using the headings below.

A) Affordability Details

Demonstrate that the Proponent will deliver a number of affordable housing units at a depth of affordability commensurate with capital funding provided. Address the range of proposed rents by unit type and confirm the ability to achieve no more than 80% AMR building average for units receiving capital funding.

B) Development Qualifications

Demonstrate the Proponent's experience and capacity to develop a high-quality, affordable rental building, or where applicable, to rehabilitate existing residential buildings to increase or prevent the loss of the affordable housing stock, acquire and

preserve existing affordable housing, convert non-residential buildings/units to rental buildings/units or add new units to existing buildings by providing one the following:

1. An outline that demonstrates the Proponent will have the staff, team of consultants, organizational capacity, and housing development experience to complete the proposed project.
2. Details of housing developments, rehabilitations, conversion or addition projects, completed over the last five years by the Proponent, including size, location, residents, tenure, or special features.

C) *Management Qualifications*

Demonstrate the Proponent's or an alternative property manager's experience in operating good quality rental housing, providing property management services, maintaining a portfolio of rental housing in a state of good repair and the ability to provide appropriate supports to residents where needed, by providing the following:

1. An outline that demonstrates the Proponent has the experience to effectively manage the project over the proposed Affordability Period.
2. Names of at least two (2) references related to affordable rental housing managed by the Proponent over the past five years and their relationship to the Proponent, including:
 - i. A contact name and position title, address, telephone number, email and website, if any, and;
 - ii. A description of the project, highlighting the number of units, location, type of residents, tenure, or special features.

D) *Corporate Financial Viability*

Demonstrate that the Proponent is a financially sound and viable organization that has the experience and capability to obtain the necessary financing to complete the proposed project by providing the following:

1. Proof of Financial Viability:
 - i. Audited financial statements or annual report for the two (2) most recent years available including details of the status of all reserve funds and how they can be used.

OR

- ii. A letter from a financial institution or accountant providing assurance to the City that the Proponent has been, and is financially viable and solvent as a going concern, has the financial capacity to complete this project, and that the undertaking of this project will not put any undue financial burden on the Proponent. Please note simply stating that the Proponent is a good customer is insufficient; reference should be made to the proposed project.

2. Copies of the Proponent's Articles of Incorporation or Letters Patent, the general and borrowing bylaws, and a list of the directors, including their terms and qualifications.
3. If the Proponent has been formed through a partnership or other joint venture form to develop and/or manage this project, information about each member organization. Describe the legal nature of the relationship and the roles and responsibilities of each party. Provide details of how and when the parties have worked together in the past.

E) Project Design

Demonstrate that the proposed Project incorporates sound planning principles in its design, and exemplifies good architecture that fits within the neighbourhood context. This will include:

1. Demonstration that all planning permissions are in place, or will be in order to obtain a building permit and meet the April 11, 2020 construction start deadline. This should include one of the following:
 - Site Plan Control Agreement, securing post-approval conditions of the Notice of Approved Conditions (NOAC);
 - A Zoning Certificate, confirming that the proposed project complies with all applicable by-laws; or
 - A positive Committee of Adjustment decision, granting relief from any applicable Zoning By-laws to which the project does not conform;
2. Details of how your proposal will meet or exceed the requirement to make minimum of five per cent (5%) of the affordable units “fully barrier-free”, in addition to Ontario Building Code requirements.

F) Capital Funding and Financing Plan

Capital funding for up to 75% of the total project cost may be requested. To support the capital contribution requested, Proposals are to include:

1. A completed capital budget with detailed notes on assumptions used to arrive at cost figures. Include costs for the entire development and describe the methods used to determine costs.
2. A detailed rationale for capital funding requested.
3. Details of all other capital funding for the project, such as construction financing and contributions or grants from other sources. Provide proof that these financial contributions are or will be secured or explain how and when proof will be provided.
4. Details of any equity to be contributed by the Proponent.

G) Operating and Management Plan

Demonstrate that the proposed Project is financially viable for the Affordability Period, while keeping the building in a state of good repair and continuing to provide quality, affordable, rental housing throughout the term, by providing the following:

1. An outline of how residents are to be selected, including any details on agreements with Non-Profit agencies (e.g. referral agreements or head leases).
2. A completed operating budget with detailed notes on assumptions to arrive at cost figures. Include costs for the entire development, including the proposed affordable rental, market rental, ownership or any non-residential space.

Note: Upon Council approval, all affordable units will receive a property tax exemption for the Affordability Period, commencing upon occupancy.

Note: Operating budgets are to be based on 2019 costs, showing assumptions for escalation till time of occupancy.

H) Development Schedule

To demonstrate that the Proponent is able to begin work and start construction in a timely manner, please provide a Gantt Chart (or similar) indicating specific dates for key development milestones, such as building permit approvals (if not already attained), contract tendering and closing, start of construction, full building permit, completion of structural framing, substantial completion and occupancy of the units.

3.0 TORONTO RENOVATES ROOMING HOUSE COMPONENT

3.1 Purpose

The Toronto Renovates Rooming House Component of this RFP makes capital funding available from the federal/provincial Ontario Priorities Housing Initiative (OPHI) for rooming house repairs and renovations. Only Non-Profit Proponents are eligible for this funding.

The City is seeking proposals for essential health and safety repairs and accessibility modifications to licensed or legally recognized rooming houses or similar accommodations. The Toronto Renovates Rooming House Component offers a maximum of \$25,000 in funding per dwelling room or self-contained unit. Successful Proponents will be recommended to the Province for funding under the OPHI and enter into a Toronto Renovates Agreement with the City, detailing the terms and conditions of funding.

Note: Proposals for the acquisition of a rooming house property followed by renovation/rehabilitation should be made under the Rental Housing Development Component of this RFP, detailed in Section 2.

3.2 Eligibility

The City is seeking Proposals from Proponents who are experienced rooming house operators for financially viable Projects that represent good value for money for the City. Projects must be owned or leased by a Non-Profit corporation for a minimum 15-year Affordability Period.

The deadline to sign the City's Toronto Renovates Agreement and secure funding is **December 13, 2019**. Construction must then commence within 120 days, or by **April 11, 2020** at the latest. This short timeframe dictates that only "quick-start" Projects which have secured planning approvals and building permits (or are ready to apply for building permits) and start construction, will be selected.

Proponents that are in the process of obtaining a license, reactivating a lapsed license, or obtaining planning or building permit approvals, are eligible and will be considered, provided they can meet identified deadlines. Rooming houses that include self-contained dwelling units (with private kitchen and bath facilities) are also eligible.

To be eligible:

- The property is a rooming house, which may include a lodging house, a boarding home, bachelorettes or similar accommodations with single room occupancy;
- The property must contain at least five (5) or more dwelling rooms, or similar self-contained dwelling units;
- Proponents must submit proof of an interest in the subject property (deed or lease);

- Proponents must evidence legal occupancy and use of the property, or that the process of making the property legal is underway, by providing documentary proof of one of the following:
 - The rooming house is licensed by Toronto Public Health or Municipal Licensing and Standards, as the case may be, or;
 - The use is documented as legal non-conforming, or permitted by Toronto Building Division through a Preliminary Planning Review (PPR), to maintain its existing use as a rooming house or similar single room occupancy, or;
 - The Project is expected to receive building permit approvals and start construction within 120 days of signing the Toronto Renovates Agreement or no later than April 11, 2020.
- The Proponent must rent or intend to rent the units as permanent rental accommodation with rents that do not exceed the limits in Section 3.4 – Rent Levels and Affordability Period.
- The proposed repairs/renovations must have an expected completion date on or before March 21, 2021.

Proponents who have previously received federal and/or provincial repair funding may be eligible for funding under this RFP provided the proposed repairs and renovations do not address the same work funded by the previous federal and/or provincial funding.

Buildings with outstanding work orders issued by Municipal Licensing and Standards may apply, with the intent of correcting the deficiencies using Toronto Renovates funding.

Proposals are **not** eligible if the Project is:

- Outside permitted rooming house areas, including those in North York, East York or Scarborough, unless the use is documented as legal non-conforming, or approved under a building permit (Note: under current City zoning By-laws, rooming houses are only permitted in certain areas in the former City of Toronto, Etobicoke and York)
- A shelter or crisis care centre including hostel;
- Receiving capital support from the Ministry of Health and Long-Term Care or the Ministry of Community and Social Services;
- A nursing or retirement home;
- Contains units not subject to the Residential Tenancies Act, 2006; or
- Social or co-operative housing as defined under the Housing Services Act 2011 or under federal agreements.

3.3 Funding Model

The Toronto Renovates funding awarded for any Project will be based on the cost of the work approved by the City, up to a maximum of \$25,000 per dwelling room or dwelling unit. Funding will be provided in the form of a 15-year forgivable loan. When not in default under the Toronto Renovates Agreement, the loan is forgiven at an equal rate every year over the 15-year term and forgiveness begins when the work is completed. Successful Proponents should not expect to have their entire funding request satisfied. Funding is limited and the amounts provided shall be at the sole discretion of the City.

3.4 Rent Levels and Affordability Period

Successful Proponents must keep rents at affordable levels for 15 years. The 2019 maximum rents are determined using Average Market Rents (AMR) from the Canada Mortgage and Housing Corporation's rental market report and published annually by the City at: <https://www.toronto.ca/community-people/community-partners/social-housing-providers/affordable-housing-operators/current-city-of-toronto-average-market-rents-and-utility-allowances/>.

The current maximum rents (exclusive of any personal care, meals, or other boarding charges) are:

Dwelling Room	Bachelor	1 bedroom
\$671	\$871	\$1,016

Rents may increase over time, as per the *Residential Tenancies Act, 2006*, but cannot exceed current maximum rents.

3.5 Toronto Renovates Agreement

Each Successful Proponent must sign an Agreement with the City of Toronto substantially in the form of the Toronto Renovates Rooming House Component Funding Agreement attached as Appendix 5. The Toronto Renovates Agreement sets out the terms and conditions of funding, such as rules related to how the City will make payments for the work, the 15-year period during which rent levels are restricted to affordable levels, and annual reporting requirements.

The Toronto Renovates Agreement is not negotiable. By applying for this funding you are accepting that you understand and agree to the terms and conditions of the Toronto Renovates Agreement. The City of Toronto may cancel a Successful Proponent's funding if the work does not start within 120 days of signing the Toronto Renovates Agreement.

As security for the funding, Successful Proponents are required to register a mortgage on title of the property for the full funding amount. There must be sufficient value or equity remaining in the property after accounting for any existing mortgages and charges to secure the renovation loan amount.

Renovations/repairs are to begin within 120 days of signing the City's Toronto Renovates Agreement or **by April 11, 2020** at the latest.

3.6 Deadlines and Timing

The overall timing for this RFP is as follows:

Date	Milestone
September 18, 2019	RFP Issued
September 27, 2019	Information Session, Metro Hall 55 John St Room 308, 9:30 AM
October 3, 2019	Deadline for written questions from Proponents, 4:30 PM
October 14, 2019	RFP Submission Deadline, Closing 12:00 PM
December 13, 2019	Deadline for Successful Proponents to sign Toronto Renovates Agreements
April 11, 2020	Construction start deadline

This schedule is subject to change and appropriate written notice of any changes will be provided where feasible.

Because of the “use it or lose it” basis of this federal-provincial funding, it is especially important that the City be fully confident that Preferred Proponents will proceed without delay. The City may, without limitation, require supplementary information from any Proponent to satisfy itself in this regard.

3.7 Selection Committee

A Selection Committee will evaluate and select proposals in accordance with the Evaluation Criteria below. The Committee will consist of Housing Secretariat staff and may include staff of other relevant City divisions or professional advisors, at the discretion of the Housing Secretariat. At a minimum, Housing Secretariat staff will consult with Municipal Licensing and Standards and Toronto Building Division regarding each of the Proposals.

Upon concluding the evaluation process the Selection Committee will recommend the highest ranking proposals for funding to the Executive Director, Housing Secretariat. By responding to this RFP, Proponents agree that the decision of the Selection Committee will be final and binding.

3.8 Evaluation Criteria

Proposals will be assessed on the basis of the criteria set out below. A successful Proposal must score a minimum of 70 points in total. The City shall not be obliged to accept any Proposals in response to this RFP.

	Criterion	Available Evaluation Points
A	Proponent Information	<input type="checkbox"/> PASS <input type="checkbox"/> FAIL
B	Property Information and Proposal Overview	10
C	Proponent Track Record and Team Information	15
D	Capital Budget and Scope of Work	20
E	Work Plan and Tenant Relations	15
F	Operating Budget, Rents and Mortgages	20

G	Property Management and Tenant Quality of Life	20
H	Additional Documents to support this Submission (Optional)	N/A
	TOTAL MAXIMUM SCORE	100

3.9 Clarifications, Interviews and Inspections

As part of the evaluation process, the Selection Committee may make requests for further information with respect to the content of any Proposal to clarify the Proponent's response e.g. to remove a contradiction or ambiguity. The clarification process shall not be used to obtain required information that was not submitted at time of closing of the RFP or to promote the Proponent's organization. The Selection Committee may request this further information from one or more Proponents and not from others. Any information provided by a Proponent in response to a request for clarification will form part of their formal Proposal.

Interviews and inspections may be used to confirm or revise the Proponent's score before the Selection Committee's final decision. Particular members of the Proponent's team may be requested to attend an interview and/or inspection. Refusal of a Proponent to participate in an inspection requested by the City may, in the City's sole discretion, be considered a failure of the Proponent to comply with a Mandatory Requirement of the RFP and thus subject to disqualification.

3.10 Proposal Submission Package

All Proposals for funding must be submitted using the Toronto Renovates Rooming House Component Proposal Submission Form provided in Appendix 5. To assist the Selection Committee, Proposals should be bound or in a binder with all attachments separated for easy access by clearly labeled tabs or dividers.

The Form contains the following sections and further detail regarding what the City is looking for from the Proposals is described below:

- A) *Proponent Information & Declarations*
- B) *Property Information and Proposal Overview*
- C) *Proponent Track Record and Team Information*
- D) *Capital Budget and Scope of Work*
- E) *Work Plan and Tenant Relations*
- F) *Operating Budget, Rents and Mortgages*
- G) *Property Management and Tenant Quality of Life*

The Form includes space for a number of attachments that must be added to the Proposal as supporting information and documentation. Please insert the requested documents behind the respective attachment cover pages provided. These are numbered and titled for ease of use. Failure to submit the required documents will result in disqualification of the submission.

A) Proponent Information & Declarations

This section requests basic information about the Proponent. **The Proponent must sign this section of the Form or the Proposal will not be accepted.**

If the Proponent chooses to use an agent, such as a property manager or project manager, to act as their representative, they can do so here by completing the *Authorization of Agent* section of the Form. If they choose to use an agent, the owner must sign the authorization. The agent is then able to sign applications, attend interviews and communicate with City of Toronto staff on behalf of the Proponent.

The section is supported by the following attachments:

- A1. *Proof of Property Ownership*
Attach a copy of the property's transfer, deed or lease.
- A2. *Articles of Incorporation or Letters Patent*

Other Mandatory Attachments – City of Toronto Standard Submission Forms

The Proponent is required to fill out and submit five (5) separate City of Toronto Standard Submission Forms provided as Appendices 6-10 to this RFP. **These forms are all mandatory and any Proposal that does not include them will be disqualified.** The forms are provided as the following appendices to this RFP:

Appendix 6 - Policy to Exclude Bids from External Parties involved in the Preparation/ Development of a Specific Call

Appendix 7 - Declaration confirming the absence of any Conflict of Interest

Appendix 8 - Declaration of Compliance with Anti-Harassment/Discrimination Legislation and City Policy

Appendix 9 - Restrictions on Hiring and Use of Former City Management Employees for City Contracts

Appendix 10 - Environmentally Responsible Procurement Statement

B) Property Information and Proposal Overview

This section requests information about the Project, age of the rooming house, the type of building, the number and type of units, and some basic tenant information. The section is to be supported by the following attachments:

- B1. *Licence, Planning and/or Permit Applications and Approvals*
Attach a copy of your current License, Building Permit, Committee of Adjustment or Ontario Municipal Boards decision, written notice of zoning compliance through an application for Preliminary Planning Review (PPR) to maintain the existing use of the building, documentation proving legal non-conforming status, as well as copy of any applications in place.
- B2. *Proof of Property Value*

Attach a copy of your current MPAC property assessment, an appraisal or any materials supporting the current value of the property.

B3. *Certificate of Insurance*

Attach a copy of your current Insurance Certificate.

B4. *Proof Taxes being paid up to date*

Attach a copy of your 2019 Interim Tax Bill.

B5. *Building Condition Survey and/or photos showing condition of the property*

Attach photos or any materials supporting the current physical condition of the property.

C) *Proponent Track Record and Team Information*

This section requests information about the Proponent and the team (general contractor, project manager, architect, engineer, etc.) that will help to complete the repair and renovation work. It requests a profile of the Proponent as a landlord, information about experience with repairs and renovations, how the work will be managed, and information about the team.

The City is looking for information that demonstrates that the Proponent and the team have the experience, skills and financial and human resources to effectively manage the day-to-day operation of the Project and successfully complete the repair and renovation work. The Proponent's profile should include information about their experience as a landlord and generally evidence that they have a good track record as a capable landlord.

D) *Capital Budget and Scope of Work*

Here the Proponent should provide detailed information about the repairs, renovations or modifications they intend to do and how much they will cost. Attached any available architectural drawings, floor plans and specifications as Attachment D1.

The budget in this section requires a description and cost breakdown for major tasks with costing information based on quotations from professional trades and contractors. These quotations should be provided at Attachment D2. The total cost of the work and the total funding request are to be provided in the budget, and soft costs such as those for an architect, engineer, building permits, legal fees, etc. should be listed.

The quotations must be provided on an arms-length basis and there can be no conflict of interest between Proponents and contractors e.g., the contractor is not related to the owner nor can it be a subsidiary of an owner corporation. Contractor(s) must be licensed by the City's Municipal Licensing and Standards Division and have a valid HST number. The contractor's name, business address, and phone number must also be provided.

This section also asks if there are any outstanding work orders issued by Municipal Licensing and Standards. If so, the Proponent's scope of work should clearly address these items with the intent of correcting the deficiencies. Proponents should provide an explanation if the scope of work does not clearly address these items.

The following attachments support this section:

- D1. Design drawings, floor plans and specifications (if available)*
- D2 Quotation(s) for the Work Proposed*
Attach copies of any quotations from licensed contractors for the proposed work.
- D3. Municipal Licensing and Standards Orders*
Attach copies of any outstanding work orders issued by the City's Municipal Licensing and Standards Division.

E) *Work Plan and Tenant Relations*

In this section the City is looking for:

- A timetable for the work that shows the Proponent can commit to a construction start no later 120 days from the signing of the Toronto Renovates Agreement, and no later than April 11, 2020, and finish the work in a timely manner;
- An explanation of how the rights of existing tenants will be respected during construction;
- A communication plan that explains how the Proponent intends to communicate construction plans to the neighbourhood and local Councillor's office, if applicable, e.g. notice to neighbours about the possible disturbance during the renovation period indicating the construction work hours that conform to the Noise By-law, regular cleaning of construction debris, protection of neighbour properties against damage, etc.

F) *Operating Budget, Rents and Mortgages*

In this section Proponents are to provide an operating budget, a list of rents including utilities before and after construction, and details for all mortgages, charges and debts. Proposals that offer units at lower rents will receive a higher score in the evaluation process The City is seeking proof of financial viability

G) *Property Management and Tenant Quality of Life*

Proponents are to provide answers to five questions regarding property management, support services, and general quality of life for tenants. The City is looking for evidence of a strong property management plan including such details as site staff, cleaning schedule, pest control, etc., tenant support's that take advantage of services in the community, and how the work will benefit tenants generally.

H) *Additional Documents (Optional)*

The Proponent is free to attach other documents to support this Proposal.

Appendix 1 – Rental Housing Development Component Proposal Submission Form

A. General Information

A-1	Proponent Name (First, Last)	
A-2	Company Name (if applicable)	
A-3	Business Address	
A-4	Business Telephone Number	
A-5	Alternate Business Telephone/ Fax Number	
A-6	Business Email	
A-7	Contact Person Name (if not the applicant)	
A-8	Contact Person Telephone Number	
A-9	Contact Person Email	

B. Proponent Is:

B-1	Non-Profit or Co-operative Corporation	Registration No.	
B-2	Partnerships	Partner(s) Name (First, Last)	
		Partner Telephone Number and Email	

Appendix 1 – Rental Housing Development Component Proposal Submission Form

C. Project Description

C-1	Municipal address			
C-2	Ward number			
C-3	Closest major intersection			
C-4	What is the planning status of the proposed project? Note that all required planning approvals must already be obtained.			
C-5	Gross Residential Floor Area (m ²)			
C-6	Gross Non-Residential Floor Area (m ²)			
C-7	Total buildable Gross Floor Area (m ²)			
C-8	Construction start date (yyyy-mm-dd)			
C-9	Expected completion date (yyyy-mm-dd)			
C-10	Number of units by tenure and type		Rental	Ownership
		Bachelor		
		1- bedroom		
		2- bedroom		
		3- bedroom		
		4+ bedroom		
	Total			

Appendix 1 – Rental Housing Development Component Proposal Submission Form

D. Affordable Portion of the Project

D-1	Number of affordable units		
D-2	Percentage of affordable units		
D-3	Length of affordability		
D-4	Number of fully barrier-free affordable units		
D-5	Buildable Gross Floor Area of affordable portion		
D-6	Number of units by type	Bachelor	
		1- bedroom	
		2- bedroom	
		3- bedroom	
		4+ bedroom	
		Total	

Appendix 1 – Rental Housing Development Component Proposal Submission Form

E. Market Portion of the Project				
E-1	Number of market units			
E-2	Percentage of market units			
E-3	Buildable Gross Floor Area of market portion (m ²)			
E-4	Number of units by tenure and type		Market Rental (rents above 100% AMR)	Ownership
		Bachelor		
		1- bedroom		
		2- bedroom		
		3- bedroom		
		4+ bedroom		
		Total		

Appendix 1 – Rental Housing Development Component Proposal Submission Form

F. What City Incentives are you seeing for this Project?

Please add estimate value for total of all affordable units.

F-1	Development Charges Exemption	
F-2	Building Permit Fees Exemption	
F-3	Parkland Dedication Fees Exemption	
F-4	Property Tax Exemption (for the first year of occupancy)	

G. Capital Funding Requested

G-1	Please indicate the amount of funding requested	
G-2	How much funding per affordable unit is required to make your project financially viable and affordable?	

H. Housing Benefits

In addition to providing 10% of the units to households eligible for housing benefits, does your proposed project include reducing rent levels in additional units below the average market rent through either Rent Supplements or Housing Allowances? Yes No

If known at this time, please specify how you propose to reduce rents, and please provide written confirmation of any rent subsidies.

I. Other non-Residential Uses

Are there other intended non-residential uses for the market portion of the proposed project (e.g. retail, office, recreational, live/work)? Yes No

If yes, please explain:

Appendix 1 – Rental Housing Development Component Proposal Submission Form

J. Land Ownership

Is the Land Leased? Yes No		
If yes, please answer L-1 to L-3		
Is there a Mortgage for the Existing Land/Buildings? <input type="checkbox"/> Yes <input type="checkbox"/> No		
Do you have Agreement of Purchase and Sale? <input type="checkbox"/> Yes <input type="checkbox"/> No		
J-1	Length left on term lease	
J-2	Confirm lease permits contemplated development	
J-3	Owner Name (First, Last)	

K. Who Will Manage the Property?

K-1	Proponent
K-2	Property Management Company
K-3	Other (specify)

L. Other sources of Government Funding

<p>Are you applying for or have you secured any other sources of government funding to support your project?</p> <p style="margin-left: 20px;"><input type="checkbox"/> Yes <input type="checkbox"/> No</p>
<p>If yes, please list the source, purpose and amounts.</p>

Appendix 1 – Rental Housing Development Component Proposal Submission Form

Proponents Authorization and Certification

The Proponent hereby certifies that the Project or the part of the Project described in this form meets the definition of Affordable Rental Housing and that the information included in this Submission and in the documents filed with this Submission is correct.

We have read, understood, and agree with the information provided in the Guidelines and this Submission Package outlining the affordable eligibility criteria for fees and charges exemptions.

Proponent Name (First, Last)	Position Title
Proponent Signature	Date (yyyy-mm-dd)
Proponent Name (First, Last)	Position Title
Proponent Signature	Date (yyyy-mm-dd)

I/We have the authority to bind the corporation.

Authorization of Agent (if applicable)

authorizes to act as agent and sign Submissions to the City of Toronto on behalf of the Proponent for the eligible affordable housing for the property at

Appendix 1 – Rental Housing Development Component Proposal Submission Form

Explanatory Notes for Submission Form

Item	Notes
C-5	Includes laundry, storage, offices, amenity space, and corridors.
D-4	A “fully barrier-free” unit exceeds OBC requirements by including appropriate installations such as grab bars, adjustable counter tops and cabinetry, which allow it to be inhabited by persons with physical or sensory disabilities (see Affordable Rental Housing Design Guidelines). The number of units which exceed OBC requirements should directly relate to needs of the future residents and should be factored into capital costs.
F	The City provides exemptions of fees and charges on a go forward basis and does not refund municipal fees already paid by the Proponent.
G-1	The amount should be based on what the Proponent requires to make the operation of the building financially viable in the long term, given the maximum level of mortgage financing that can be supported by revenues after taking into account expected operating costs.

Appendix 1 – Rental Housing Development Component Proposal Submission Form

Capital Budget Form

Project Name/Address: _____

Note that proposals involving property acquisitions plus renovation/revitalization may not entail all cost categories included below, such as Planning approvals, and certain consultant work. Indicate "n/a" for these items.

Hard Costs including HST

	Construction Costs	Total Cost	Per Unit
1	Total Base Construction Cost (incl. HST, landscaping etc.)		
2	Environmental Remediation Cost (if any)		
3	Appliances/ Furniture and Equipment		
4	Other (e.g. not included in line 1, list)		
5	Contingency & Escalation (insert % of line 1)		
6	Sub-Total of Construction Costs (sum of lines 1-5)		
Land Costs *To be included for all agreement of purchase and sale for proposed acquisitions. Indicate whether proposal entails property acquisition and provide Agreement of Purchase and Sale*			
7	Purchase		
8	Land Transfer Tax		
9	Legal Fees		
10	Sub-Total of Land Costs (sum of lines 7-9)		
A	Hard Costs Total (sum of lines 6 and 10)		

Appendix 1 – Rental Housing Development Component Proposal Submission Form

Soft Costs Including HST

	Consultants	Total Cost	Per Unit
11	Architectural		
12	Structural (indicate if in Architectural fee)		
13	Mechanical & Electrical (indicate if in Architectural fee)		
14	Landscape		
15	Fire/Code/Cost/Quantity Surveyor		
16	Environmental		
17	Traffic		
18	Development (non-profits only)		
19	Other (specify- e.g. acoustical)		
B	Soft Costs Consultants Sub-total		

Appendix 1 – Rental Housing Development Component Proposal Submission Form

	Site	Total Cost	Per Unit
20	Building and Property Appraisal		
21	Land Survey/ Topographical Survey		
22	Geotechnical Assessment		
23	Environmental Assessment		
C	Soft Costs Site Sub-total		

Appendix 1 – Rental Housing Development Component Proposal Submission Form

	Legal and Organizational	Total Cost	Per Unit
24	Legal Fees - Development Approvals		
25	Legal Fees- Contracts and Agreements		
26	Organizational Expenses (specify- e.g. rent-up)		
27	Community Consultation and Communications		
28	Insurance during Construction and Final Cost Audit		
D	Soft Costs Legal & Organizational Sub-total		

	Financing Cost	Total Cost	Per Unit
29	Construction Loan Interest Only		
30	Other (specify- e.g. lenders fees)		
E	Soft Costs Financing Costs Sub-total		

	Fees & Permits	Total Cost	Per Unit
31	Building Permit Fees (estimate)		
32	Development Charges (estimate)		
33	Parkland Dedication Fees		

Appendix 1 – Rental Housing Development Component Proposal Submission Form

	Fees & Permits (cont'd)	Total Cost	Per Unit
34	Educational Development Charges for the Toronto District Catholic School Board		
35	Hydro & Water Connection Fee (indicate if included in line 1)		
36	Property Taxes During Construction (estimate)		
37	Other (specify- e.g. storm water management, trees)		
F	Soft Costs Fees and Permits Sub-total		

	Soft Cost Summary	Total Cost	Per Unit
G	Soft Costs Subtotal (B+C+D+E+F)		
39	Contingency (insert % as well as cost)		
H	Soft Costs Total		

	Total Project Cost	Total Cost	Per Unit
I	Hard Cost Total (A)		
J	Soft Cost Total (H)		
K	TOTAL PROJECT COST (total above 2 lines)		
L	HST included in Total Project Cost		

Appendix 1 – Rental Housing Development Component Proposal Submission Form

	Total Project Cost	Total Cost	Per Unit
M	Total Project Cost Per Gross Affordable Residential Square Metre		

Contributions

		Total Cost	Per Unit
40	Building Permit Fees Waived (estimate)		
41	Development Charges Waived (estimate)		
42	Parkland Dedication Fee Waived		
43	Proponent Equity (if applicable)		
44	Capital Funding Requested		
45	Other Government/Private Contributions		
46	Mortgage Financing		
47	HST Rebate		
M	TOTAL CONTRIBUTIONS		
N	Total Contributions Less Total Project Costs +/-		

Appendix 1 – Rental Housing Development Component Proposal Submission Form

Explanatory Notes - Capital Budget Form

Please explain in details how you arrived at your estimates for each of the requested lines. Costs are to be based on 2017 rates inflated to time they will occur, e.g. construction costs are based on 2017 costs inflated to 2018.

Line Item	Description	Explanation
1	Specify what is included in the Construction Cost estimate and with HST. Please provide a detailed breakdown on a separate sheet. For Acquisition with renovation/revitalization, please indicate whether the following work is involved: Electrical; Heating/Cooling; Plumbing; Fire Safety; Structural. Provide proof of estimate if available (e.g. cost consultant report).	
3	Include the cost of fridges, stoves and laundry equipment for units and common areas as well as the offices for housing management only (if applicable).	
4	Specify items not included in line 1, necessary for completion of construction e.g. bonding, construction management fees, etc.	
5	Include reasoning for contingency percentage giving consideration to the type of construction contract.	
11-19	Specify the basis of budgeted fee for the consultants (e.g. a percentage of base construction costs, flat fee, etc. plus costs). Note the City will consider prevailing market trends for fees when scoring the budget for feasibility, not necessarily those fees proposed by the Proponent.	
18	Proponents such as Non-Profit organizations with limited experience in developing housing are encouraged to use the services of a professional development manager.	
20	Include your calculations for the budgeted costs for an appraisal for financing purposes and HST self-assessment.	
21	Include your calculations for land survey or topographical survey costs if necessary or title insurance costs.	

Appendix 1 – Rental Housing Development Component Proposal Submission Form

23	Include your calculations for the budgeted costs to carry out, as applicable, a Phase 1 ESA, a Phase 2 ESA and/or a Record of Site Condition.	
26	Include your calculations for the budgeted costs to carry out the development process to occupancy including costs such as marketing and rent up loss prior to full occupancy.	
31-33	Include your calculation for costs associated with development approvals. This should not include Planning Fees, as Planning approval must be already secured.	
34	Include your calculation for Educational Development Charges for the Toronto Catholic School Board. Please note these costs cannot be waived by the City.	
35	Include your calculation for the costs associated with the hydro, sewer and water connections/ upgrade to the property. These costs can be considered as part of the Base Construction Cost.	
40-42	Include your calculation for the estimated amounts of waived fees (from the total amounts in lines 31-33). Note: Actual on-site parkland dedication may not be exempted.	
45	Specify amounts received from other sources of funding. Provide written confirmation of each, where possible. Proponents interested in pursuing funding opportunities through the National Housing Co-Investment Fund are encouraged to contact CMHC to confirm eligibility prior to adding assumptions in Capital Budget. Please provide copies of any correspondence to date.	
46	Provide details such as lender, interest rate, term and amortization period.	

Appendix 1 – Rental Housing Development Component Proposal Submission Form

Proposed Rents and Building AMR Calculations

Project Name/Address _____

Unit Type	Number of units	Unit Size (m ²)	Dwelling type (apartment, townhouse)	Proposed monthly rent		% of AMR		Total rent for this line
				For units where rent includes hydro	For units where residents pay the hydro costs	For units where rent includes hydro	For units where residents pay the hydro costs	
Market Portion								
Affordable Portion (At or below 80% AMR)								

Appendix 1 – Rental Housing Development Component Proposal Submission Form

Operating Budget Form

Project Name/Address: _____

Project Revenue (Per Year)

		Amount/Year
1	Gross Rental Income	
2	Laundry Income	
3	Parking Income	
4	Other Sources of Revenue	
5	Gross Project Revenue	
6	Minus Vacancy Allowance (specify %)	
7	Minus allowance for Bad Debt (specify %)	
A	NETPROJECTREVENUE	

Project Expenses (Per Year)

		Amount/Year
8	Administration Costs (e.g. bookkeeping, audit, legal, phone, office supplies, etc.)	
9	Property Management (as per proposed model)	

Appendix 1 – Rental Housing Development Component Proposal Submission Form

Project Expenses (Per Year) cont'd

		Amount/Year
10	Utilities	
10-a	Heat (common areas and units)	
10-b	Electricity (common areas and units)	
10-c	Water/Sewer (common areas and units)	
10-d	Garbage Levy	
10-e	Other (common areas and units)	
11	Maintenance Staff Salaries and Benefits	
12	Repairs and Maintenance (supplies, trades and service contracts including sprinklers, snow removal etc.)	
13	Other Operating Expenses (e.g. Insurance)	
14	Capital Replacement Reserve	
15	Other (specify)	
16	Contingency (minimum 1% of expenses less mortgage payment)	
17	Sub-Total Operating Expenses	
18	Mortgage payments	
B	TOTAL PROJECT EXPENSES	
C	OPERATING SURPLUS/DEFICIT (i.e. Net Project Revenue less Total Project Expenses)	

Appendix 1 – Rental Housing Development Component Proposal Submission Form

Explanatory Notes - Operating Budget Form

Please explain in details how you arrived at your estimates for each of the requested lines. Costs are to be based on 2019 costs inflated to time of occupancy with notes explaining assumptions for escalation.

Line Item	Description	Explanation
1	<p>Include your calculations for Gross Rental Income</p> <p>Note this amount must match the proposed unit rent allocations as noted in Appendix 3 and must not exceed 80% of Canada Mortgage and Housing Corporation's Average Market Rents on average for the affordable units.</p>	
3	<p>Identify the number of parking spaces and the proposed monthly charge per space.</p>	
4	<p>Specify amounts received from other revenue sources.</p> <p>Provide written confirmation of each, where possible.</p> <p>Specify if property management expenses is in the form of staff salaries/benefits or contracted services.</p>	
10-b	<p>Identify which utilities are individually metred and which are included in the rent.</p>	
10-d	<p>Building owners are now required to pay a fee for garbage collection based on how much garbage is set out by building residents. To estimate this amount, go to: www.toronto.ca/garbage/multi/pdf/calculator.xls</p>	
12	<p>Specify budgeted expenses under Repairs and Maintenance category.</p> <p>Note that sprinkler systems are now mandatory in all affordable housing funded buildings.</p>	

Appendix 1 – Rental Housing Development Component Proposal Submission Form

Development and Operation of Affordable Rental Housing at:

I/we hereby submit my/our Submission for the development and operation of affordable rental housing at as described within this Submission 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:

Proponent 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 Submission or your Submission will not be considered.

Appendix 2 – Rental Housing Development Component Contribution Agreement

CITY OF TORONTO

- and -

[NAME OF PROPONENT]

RENTAL HOUSING DEVELOPMENT COMPONENT

CONTRIBUTION AGREEMENT

[address of property]

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BETWEEN:

CITY OF TORONTO

(the "City")

- and -

[NAME OF PROPONENT]

(the "Proponent")

Background

- A. The Proponent submitted a Proposal to develop affordable housing at [address], Toronto;
- B. Section 252 of the *City of Toronto Act*, 2006 (the "Act"), provides that the City may enter into agreements for the provision of a municipal capital facility by any person and that the City may exempt from taxation for municipal and school purpose land or a portion of land on which municipal capital facilities are located;
- C. Ontario Regulation No. 598/06, as amended, prescribes municipal facilities used for the provision of affordable housing as eligible municipal capital facilities for the purpose of section 252 of the Act; and
- D. The City of Toronto passed By-law 124-2016 pursuant to the provisions of section 252 of the *City of Toronto Act* and Ontario Regulation 598/06 to set out a definition for affordable housing and policies regarding eligibility for new affordable housing; and
- E. Funding for the Proposal is to be made under the CMHC – Ontario Agreement for Ontario Priorities Housing Initiative Program (the "Program") ; and
- F. The Proponent has received a conditional letter of commitment from the Ministry of Municipal Affairs and Housing, confirming funding, conditional upon the Proponent entering into a municipal capital facilities agreement with the City.

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:

INTERPRETATION

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

“Affordability Period” means a term of XXXX years from First Occupancy;

“Affordable Housing” means housing that is developed and operated in accordance with the terms of this Agreement;

Approved Mortgage” means a mortgage, charge or other encumbrance of the Project, required to finance the Project and approved by the Executive Director, Housing Secretariat;

“Average Market Rent” or “Average Rents” or “AMR” means 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 rents’ for the calendar year shall be City-wide average rents as determined by the City;

“Capital Budget” means the budget for the Development Activities of the Project, as amended and updated from time to time;

“City Charge” means the charge/mortgage of land referred to in Section 4.4 hereof;

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

“Deputy City Manager” means the Deputy City Manager, Corporate Services for the City of Toronto and includes his or her designate or successor, if any;

“Development Activities” means those activities which are normally undertaken for the development, including purchasing, construction, repair, renovation, rehabilitation or conversion of buildings for residential purposes and include the acquisition of property;

“Director, Housing Stability Services” means the Director for the Housing Stability Services, responsible for the ongoing administration of this Agreement and includes his or her designate or successor, if any;

“Executive Director, Housing Secretariat” means the Executive Director for the Housing Secretariat responsible for the administration of this Agreement prior to occupancy and includes his or her designate or successor, if any;

"First Occupancy" means the first day of the first month immediately following the month in which the housing unit is rented for the first rental period following the completion of the Development Activities in connection with the Project;

"Funding Schedule" means the schedule of funding setting out progress payments for the Project as set out in Article 4 hereto;

"Household Income" means total gross household income from all sources of all persons who reside in a unit or who will reside in a unit if it is rented to them as defined in the City's Community Rental Housing Program – Income Verification Guide;

"Housing" means residential accommodation and facilities, common areas and services used directly with the residential accommodation. Housing does not include commercial or institutional premises, social or recreational services, and services or facilities related to mental or physical health care, education, corrections, food services, social support or public recreation other than those services described in Article 3 hereof;

"Housing Access System" means the City's centralized housing access system; which includes the allocation and administration of Housing Benefits;

"Housing Benefits" means a financial benefit provided for or on behalf of a tenant to make up the difference between the rent payable by a tenant and the rent payable to the landlord for a residential unit;

"OPHI Funding" means the combined funding provided by CMHC and the Province of Ontario through Ontario Priorities Housing Initiative Program delivered by her Majesty the Queen in the Right of Ontario as Represented by the Minister of Municipal Affairs and Housing;

"Incentives Letter" means the letter issued to the Proponent by the Executive Director, Housing Secretariat and addressed to City Divisions confirming the exemptions and waivers set out in 4.1 (b) to (f)

"Initial Income Limit" means Household Income at or below four (4) times the annualized Monthly Occupancy Costs, as determined annually by the Director, Housing Stability Services;

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

"MFIPPA" means the *Municipal Freedom of Information and Protection of Privacy Act*, R.S.O. 1990, c. M56;

"MFIPPA Protected Information" means any "Personal Information" as defined in MFIPPA;

"Monthly Occupancy Costs" means the total of the monthly rent payable to the Landlord for a unit including the cost of hydro, heat, water and hot water; "Monthly Occupancy Costs" do not include charges for parking, cable, internet, telephone or

any other like charges. If any utility costs are separately metered and paid directly by the household, the "Monthly Occupancy Costs" will be reduced by the Utility Allowance;

"Operating Budget" means the budget for the operation of the Project, as amended from time to time;

"Program Guidelines" means the Ontario Priorities Housing Initiative Program Guidelines Rental Housing Component published by the Ministry of Municipal Affairs and Housing;

"Project" means the Affordable Housing to be constructed, acquired or renovated and, subsequently operated by or on behalf of the Proponent in accordance with the terms and conditions of this Agreement, as outlined in Article 3;

"Security" means the City Charge referred to in Section 4.4 and any other documents and or agreements and such opinions of the Proponent's legal counsel as the City determines necessary from time to time;

"Start of Construction" means when the Proponent is in a position to have the Start of Construction Affidavit sworn and delivered to the City;

"Tenant Access Plan" means a policy established by the Proponent and approved by the Director, Housing Stability Services, which policy shall specify how tenants are to be selected and how information about such process is disseminated to the public;

"Transfer" means a sale or lease or encumbering of the Proponent's interest in the Lands or any transaction whereby the rights of the Proponent under this Agreement or any part, are transferred, and includes any transaction or occurrence whatsoever (including, but not limited to, receivership proceedings, seizure by legal process and transfer by operation of law), but does not include the entering into of a mortgage. "Unit" means an Affordable Housing unit in the Project; and

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

1.2 The following schedules form part of this Agreement:

- | | |
|--------------|---|
| Schedule "A" | Mortgage/Charge of Land Provisions with example |
| Schedule "B" | Proponent's Annual Targeting Report |
| Schedule "C" | Declaration of Compliance with Anti-Harassment/Discrimination Legislation & City Policy |
| Schedule "D" | Legal Opinion |
| Schedule "E" | Start of Construction Affidavit |
| Schedule "F" | Proponent's Initial Occupancy Report |

Schedule "G" Proponent's Annual Occupancy Report

and the parties agree that unless the context clearly indicates otherwise, all references in this Agreement to "this Agreement" shall be deemed to include said schedules.

1.3 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 and all other prior agreements, representations, statements, negotiations and undertakings with respect to such subject matter are superseded hereby.

1.4 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.

**ARTICLE 2
GENERAL**

2.1 It is agreed that where there is a contradiction between the terms of this Agreement and the Program Guidelines, the Program Guidelines will prevail.

2.2 In the event of a conflict or inconsistency between the provisions of the Agreement and the provisions of the Schedule, the provisions of this Agreement shall prevail.

2.3 All references in this Agreement to section numbers are references to sections of this Agreement unless otherwise stated.

**ARTICLE 3
THE PROJECT**

3.1 The Proponent agrees to develop and operate the Project for the Affordability Period, as detailed below:

Location:	XXX, Toronto
	PIN xxxxx-xxxx (LT)
Affordable Housing:	X Units
	XX (type of units)
Monthly Occupancy Costs:	Project average at or below XXX% of Average Market Rent

**ARTICLE 4
FUNDING**

4.1 Assistance. The Assistance to be provided to the Proponent, shall be comprised of the following and shall be used solely for Development Activities and the operation of the Project.

- (a) **OPHI Funds.** Subject to the provisions hereof, the City will advance OPHI Funding in the amount of up to XXXXXXXXXXXXXXXXXXXX Dollars (\$0,000,000.00), as a grant by way of forgivable loan. The OPHI Funding will be advanced during the Development Activities in accordance with Article 5 hereof.
- (b) **Development Charges.** The City shall exempt the Proponent from the payment of the Development Charges with respect to the Project, if not already paid by the Proponent.
- (c) **Property Tax Exemption. [Subject to Council approval],** Subject to having the Affordable Housing Units identified, in the Project to be exempted, the City shall exempt the Project from taxation for municipal and school purposes for a term of XX (XX) years.
- (d) **Parkland Dedication Payment Requirements.** The City shall exempt or waive the Proponent from payment of Parkland Dedication Payment Requirements with respect to the Project.
- (e) **Planning Application Fees.** The City shall waive the Proponent from payment of all Planning Application Fees with respect to the Project.
- (f) **Building Permit Fees.** The City shall waive the Proponent from payment of all Building Permit Fees with respect to the Project.
- (g) **Reduction in Parking Requirements.** The Project has been deemed to be housing that qualifies for relief from normal parking standards.

(b) to (g) hereinafter referred to as the "City Incentives"

4.2 Forgiveness. The balance of the Principal Amount, as defined in Section 4.4, will be reduced by the amount that is equal to the Principal Amount multiplied by four percent (4%) on each anniversary of First Occupancy, until fully forgiven, if the Proponent 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 and this Agreement and the obligations of the parties hereunder will terminate. [NTD- based on a 25 year affordability period]

4.3 Repayment. If this Agreement is terminated before the Principal Amount is fully forgiven, the Proponent shall repay to the City an amount equal to the outstanding balance of the Principal Amount as of the date of demand for repayment.

4.4. Security. The Proponent shall register or cause to be registered a Charge/Mortgage of Land (the "City Charge"), on the Land, for the total of the City Benefits (excluding the value of the Property Tax Exemption), to secure the obligations of the Proponent hereunder. The City Charge shall be in the amount of XXXXXXX dollars (\$000,000.00), **[the value of the Funds and the incentives except the tax exemption]** (the "**Principal Amount**") and shall be in the form of the Charge/Mortgage set out in Schedule "A".

4.5 OPHI Funds are payable in accordance with Article 5 and as follows, unless otherwise agreed to by the Executive Director:

MILESTONE	PAYMENTS
Within 45 days of the later of the signing of this Agreement and the date all conditions precedent that have not been met, have been waived	40%
Within 45 days of receipt by the City of written confirmation that structural framing is complete	50%
Within 45 days of receipt by the City of confirmation of First Occupancy and submission of a completed Initial Occupancy Report	10 %

4.6 City Incentives Conditions Precedent. The City will provide the Incentives Letter conditional upon the Proponent satisfying the following conditions, unless waived in writing by the City:

- (a) the Security has been registered and the Proponent has provided an opinion from a solicitor satisfactory to the City Solicitor, substantially in the form of the opinion attached hereto as Schedule "F";
- (b) the Proponent shall have provided proof of the insurance required pursuant to the terms of this Agreement, if applicable
- (c) the Proponent shall have provided certified copies of such corporate documents of the Proponent as the City may reasonably require including, without limitation, letters patent or articles of incorporation, and a certified copy of the directors' resolution authorizing the execution of this Agreement;
- (d) the City has received certificates of incumbency of the persons signing on behalf of the Proponent;
- (e) the Proponent shall have provided the City with a current Annual Targeting Report in the form of the Annual Targeting Report attached hereto as Schedule "B";

- (f) the Proponent shall have completed, signed and delivered a “Declaration of Compliance with Anti-Harassment/Discrimination Legislation & City Policy” form, a copy of which is attached as Schedule “C”, to the City; and
- (g) the representations and warranties of the Proponent set out in Article 6 hereof shall be true and correct and, if requested by the City, the Proponent shall have delivered a certificate or certificates to such effect and

4.7 OPHI Funds Conditions Precedent. The City will provide the City Funds conditional upon the Proponent satisfying the following conditions, unless waived in writing by the City:

- (a) the Proponent shall have provided a copy of the final design set of drawings and specifications incorporating all compliance requirements of the City’s Building Division and follow the City’s Accessibility Design Guidelines;
- (b) the Proponent has entered into a contract with a Project Manager, acceptable to the City;
- (c) the Proponent shall have received all applicable building permits for the Project;
- (d) the Proponent shall have provided current Capital Budget and Operating Budgets satisfactory to the City;
- (e) the Proponent shall have provided proof, satisfactory to the City that all major contracts have been entered into in accordance with normal business practices, including using a competitive process, where appropriate. If normal business practices have not been followed, a business case for not following such practices must be submitted to and approved by the City;
- (f) the Proponent shall have provided to the City a fully executed contract, in the form of the Canadian Construction Document Committee (“CCDC”), with a construction contractor for the completion of the Project, which contract shall include the bonds required by the City and provide for standard warranties;
- (g) the Proponent shall have provided proof that the following bonds, in a form and content that is in accordance with the most current CCDC approved bond forms, have been obtained:
 - (i) a performance bond in the amount of fifty (50%) per cent of the contract price; and
 - (ii) a labour and materials payment bond in the amount of fifty (50%) per cent of the contract price for labour, materials and/or services;
- (h) the Proponent shall have and is proceeding with a work plan and a capital budget cash flow chart approved by the City;

- (i) the Proponent shall have provided a statement of environmental measures, based on the Toronto Green Development Standards, that it undertakes to achieve in the construction of the Project;
- (j) the City shall have received, if requested, opinions from counsel updating opinions previously delivered, all in form and substance satisfactory to the City Solicitor;
- (k) the Proponent shall not be in default (or being in default, the time provided for curing such default has not yet elapsed) under any of the terms and conditions of this Agreement, or any agreement with respect to the construction, development or operation of the Project, all of which shall be in full force and effect;
- (l) the Proponent has provided such additional information and documentation, as required by the Executive Director, Housing Secretariat, with respect to status of construction and any other matters deemed relevant to the success of the Project; and
- (m) nothing shall have occurred which, in the sole opinion of the Executive Director, Housing Secretariat could reasonably be expected to have a material adverse effect on the construction or the financing of the Project or the business, property, assets, liabilities, conditions (financial or otherwise) or prospects of the Proponent.

4.8 No Waiver. The making of an advance or advances prior to the fulfillment of one or more of the conditions set forth herein shall not constitute a waiver by the City of any such condition, and the City reserves the right to require the fulfillment of each condition prior to the making of any subsequent advance.

4.9 Conditions Solely for the Benefit of the City. All conditions to the obligation of the City to make any advance are solely for the benefit of the City, its successors and assigns, and no other person shall have standing to require satisfaction of any condition and no other person shall be deemed to be a beneficiary of any such condition, any and all of which may be freely waived in whole or in part by the City at any time the City deems it advisable to do so.

ARTICLE 5 DISBURSEMENT OF FUNDS

5.1 Requesting an Advance. A request for an advance must be written on the Proponent's letterhead and specify:

- (a) the specify the amount of the advance and which milestone has been reached in accordance with the Funding Schedule set out in Article 4;
- (b) include documentation to substantiate the achievement of the milestone (example: start of Construction Affidavit attached hereto as Schedule "G" copy of the building permit); and

- (c) a statement that all insurance coverage remains in place.

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

ARTICLE 6 REPRESENTATIONS AND WARRANTIES

6.1 The Proponent represents and warrants that,

- (a) it is duly incorporated under the laws of Ontario or Canada;
- (b) the Board of Directors of the Proponent has authorized the Proponent to enter into this Agreement and such authorization has not been withdrawn;
- (c) it shall not alter, supersede or cancel its articles of incorporation, letters patent or other constating document in any way which would affect its ability to perform its obligations under this Agreement without the prior written consent of the City;
- (d) no member of the House of Commons, Senate or Provincial Legislature and no member of the Council of the City or members of any of its agencies, boards or commissions shall be entitled to any share or part of this agreement or to any benefit to arise therefrom;
- (e) no individual to whom the City's Code of Conduct for Members of Council, the City's Re-Employment of Former City Employees' Policy or the Employee Conflict of Interest Policy apply, shall derive a direct benefit from this Agreement.

6.2 The Proponent agrees that the City shall be entitled to rely at all times on the representations and warranties set out in this Article.

ARTICLE 7 GENERAL OBLIGATIONS OF THE PROPONENT

7.1 The Proponent shall:

- (a) proceed diligently with the development of the Project in accordance with a current work plan, the capital budget and cash flow expenditure plan;
- (b) ensure that Start of Construction commences no later than 120 days after the execution of this Agreement;

- (c) cooperate in the carrying out of site visits by the with the City's or the Ministry's representatives;
- (d) ensure substantial completion of the Project is reached no later than DATE, 201X, or such other date as determined to by the Executive Director, Housing Secretariat in his sole discretion;
- (e) notify the City of any increase in the capital budget, exceeding five per cent (5%) within ten days of the date the increase comes to the knowledge of the Proponent, or ought to have been known by the Proponent and provide the following with the notice:
 - (i) an updated capital budget and cash flow projection; and
 - (ii) confirmation that the increase can be accommodated;
- (f) comply with all applicable federal, provincial and municipal laws, regulations and by-laws;
- (g) ensure that the Project is kept free and clear of all liens and encumbrances (save and except the City Charge and the Approved Mortgage), including but not limited to liens registered pursuant to the *Construction Act*, R.S.O. 1990, c.30. If a lien is registered against the Project, the Proponent will vacate the liens within ten (10) business days and provided that the lien has been vacated with ten (10) business days, the Proponent will not be considered to be in default of its obligations hereunder;
- (h) provide such information and documentation such as construction progress, projected First Occupancy date, contributions by third parties and other projected target dates, within ten (10) days of such request from the City, from time to time;
- (i) no later than six (6) months prior to First Occupancy, provide the Director, Housing Stability Services with a Tenant Access Plan for review and approval;
- (j) no later than 60 days prior to the projected First Occupancy, provide the City with a completed Proponent's Initial Occupancy Report, in the form of Schedule "F"; and
- (k) 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 another program acceptable to the Executive Director, Housing Secretariat, 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.

ARTICLE 8
OBLIGATIONS DURING THE AFFORDABILITY PERIOD

8.1 The Proponent shall:

- (a) If required by the City at any time during the Affordability Period, the Proponent will provide up to 25% of the Project's housing units to tenants who are the recipients of Housing Benefits, in accordance with the terms and conditions of this agreement or an agreement entered into with the City with respect to these units.
- (b) take commercially reasonable steps, when entering into a tenancy agreement for a Unit, to confirm that the tenant has a Household Income that does not exceed the Initial Income Limit determined in accordance with the City's Affordable Rental Housing Eligibility and Income Verification Guide and in a form acceptable to the Director, Housing Stability Services;
- (c) manage the Project so that occupancy is maximized and that the average of the Monthly Occupancy Costs for the Project are maintained at a maximum of eighty percent (80%) of Average Market Rents for the duration of the Affordability Period and that no one Unit is rented for more than Average Market Rent;
- (d) manage the Project so that the following occupancy standards are observed when entering into a tenancy agreement for a Unit:
 - (i) a minimum of one and a maximum of two adult persons per bedroom; and
 - (ii) a minimum of one and a maximum of two children under the age of 18 per bedroom;
- (e) a Unit will not be rented to the Proponent or shareholder or director of the Proponent, or any individual not at arm's length to the Proponent, shareholder or director of the Proponent unless the Proponent is a non-profit co-operative as defined in the *Co-operative Corporations Act*, R.S.O. 1990, c. C.35, as amended, or is a not-for-profit corporation;
- (f) at or near the end of the first year co-operate with the City in conducting an operational review and provide all requested relevant documents, calculations, statements or information with respect to the Project;
- (g) operate and maintain the Affordable Housing Project described in Article 3, in accordance with the terms and conditions of this Agreement and in a good state of repair and fit for occupancy in the same manner as a prudent owner would do;
- (h) put in place a good corporate governance policy, satisfactory to the Director, Housing Stability Services to prevent conflicts of interest in the management of the Project;

- (i) provide all promotional and information material related to the delivery of the OPHI Funding 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 Canada Mortgage and Housing Corporation, the Government of Ontario including the Ministry of Municipal Affairs and Housing and the City of Toronto;
- (j) establish a capital asset replacement reserve fund for the Project and pay into the reserve fund in each year of the Affordability Period the amount of four (4%) per cent of the gross revenues for the Project or such lesser amount as agreed to by the Director, Housing Stability Services in his absolute discretion. Annual contributions to the reserve fund shall be in addition to any interest earned by the reserve fund. Interest earned in the fund is to accrue in the fund. This fund or a portion thereof may be held by the holder of the Approved Mortgage;
- (k) provide representatives of the City, Province and Canada with access to its books, records, and to the Project, subject to any rights of the residential tenants, of the Project;
- (l) manage the Project in a fiscally responsible manner including ensuring that:
 - (i) a deficit is not incurred in any year without the approval of the Director, Housing Stability Services, which approval shall not be unreasonably withheld; and
 - (ii) no expenditure is made which is of a material and excessive nature having regard to the normal practice for a similar housing project;
- (m) in each year, commencing on the first anniversary of the First Occupancy of the Project, provide to the City, no later than three (3) months after the end of the Proponent's fiscal year:
 - (i) the Proponent's Annual Occupancy Report as set out in Schedule "I", or in a form designated by the Director, Housing Stability Services;
 - (ii) a management representation report, in a form designated by the Director, Housing Stability Services including management declarations and a report on compliance with the provisions of this Agreement;
 - (iii) audited financial statements in a form acceptable to the Director, Housing Stability Services; and
 - (iv) information on the Household Income and household composition of the Project rented to new tenants during the year, in a form acceptable to the Director; Housing Stability Services.

- (n) when the first anniversary of the date of First Occupancy of the Project occurs less than six (6) months before the end of the Proponent's fiscal year, the first fiscal period to which the provisions of this section apply shall be not less than 12 months.

ARTICLE 9 TENANT SELECTION AND MONTHLY OCCUPANCY COSTS

9.1 Income Verification. For all Units in the Project, the Proponent shall take such steps as are necessary to verify Household Income does not exceed the Initial Income Limit for each Unit prior to occupancy, determined in accordance with the City's Affordable Rental Housing Eligibility and Income Verification Guide 2015 and in a form acceptable to the Director, Housing Stability Services.

9.2 Source of Tenants. The Proponent will be required, at the City's option, to participate in the City's Housing Access System or any similar process to be approved by the Director, Housing Stability Services.

9.3 Monthly Occupancy Costs

- (a) The total average Monthly Occupancy Costs of all Units in the Project shall not exceed eighty per cent (80%) of Average Market Rent for any year of the Affordability Period, however the Monthly Occupancy Cost for any one Unit shall not exceed 100% of Average Market Rent;
- (b) While Monthly Occupancy Costs include the cost of heat, water and hydro, if these services are to be paid directly by the tenant, the Monthly Occupancy Costs must be adjusted in accordance with the Utility Allowance policy to be published annually by the City.

9.4 Monthly Occupancy Costs Increases

- (a) Proponent may adjust the Monthly Occupancy Costs, with respect to a Unit, if at least twelve (12) months have elapsed;
 - (i) since the day the Unit was rented for the first rental period following the completion of the Development Activities in connection with the Project; or
 - (ii) since the day of the last rent increase with respect to the Unit, if there has been an increase.
- (b) Subject to Subsection 9.4(a) The Proponent shall not increase the Monthly Occupancy Costs during the Affordability Period by more than the prevailing rent increase guideline established each calendar year pursuant to the *Residential Tenancies Act, 2006* S.O.2006, c.17 or any successor legislation (the "Acts"), to an amount not to exceed an average for the Project of 80% of Average Market Rent. The Proponent acknowledges that the rent increase guideline of the *Residential Tenancies Act, 2006* may not apply to the Project and agrees that the rent increase guideline applies by virtue of the contractual terms of this Agreement.

9.5 Tenant Provisions

The Proponent shall ensure that:

- (a) each lease for a Unit shall provide that the disclosure to the City, or CMHC or the Province, by the Proponent of the tenant's personal information including Household Income, has been consented to by the tenant;
- (b) each lease for a Unit includes a statement that the lease is exempt from section 8, paragraphs 6, 7 and 8 of subsection 30(1), sections 51, 52, 54, 55, 56 and 95 to 99, subsection 100 (2) and sections 101, 102, 104, 111 to 115, 117, 120, 121, 122, 126 to 133, 140, 143, 149, 150, 151, 159, 165 and 167 of the *Residential Tenancies Act, 2006*, S.O. 2006, C.17, as amended that the unit is identified as a subsidized unit that was developed or acquired under a municipal capital facility by-law for housing and is subject this Agreement;
- (c) each lease for a Unit includes a statement that that no Unit may be sublet by the residential tenant under any circumstances;
- (d) it will provide the City with access to all information obtained from the tenant concerning the Household Income and family composition of each housing unit, which information the City may verify; and
- (e) it will ensure that it otherwise complies with the provisions of MFIPPA, in its collection and sharing of any MFIPPA Protected Information, collected and shared, in accordance with the terms of this Agreement.

ARTICLE 10 FINANCIAL RECORDS AND RIGHT TO AUDIT

10.1 The Proponent shall, during the Affordability Period, keep proper books of account and records of the financial management of the OPHI Funding, the City Funding and the Project, in accordance with generally accepted business and accounting practices. The accounts and records shall include all invoices, receipts, vouchers and other documents relating to Project expenditures and revenues, including funding from all other sources.

10.2 The Proponent shall put in place written operational policies and procedures relating to the financial management of the Project and shall provide a copy of those policies and procedures to the Director, Housing Stability Services.

10.3 The Proponent shall retain all books, accounts, records (including records related to rent collection and tenant income and eligibility verification), receipts, vouchers and other documents, that pertain to the Project for a period of not less than seven (7) years from the end of each fiscal year of the Proponent to which the records relate.

10.4 The Proponent will make such books, accounts and records available at all reasonable times for audit and inspection by the auditor of Canada, Province of Ontario and/or the City or anyone designated in writing by the auditor to ensure compliance with the terms and conditions of this Agreement and verify costs claimed by the Proponent.

10.5 The Proponent acknowledges and agrees that all accounts and records pertaining to payments of fees or other compensation for the solicitation, negotiating or obtaining of this agreement shall be subject to the accounts and audit provisions of this Agreement.

10.6 The Proponent shall make available all facilities, physical and otherwise, for the audits and inspections and shall provide Canada, Province of Ontario and/or the City and their authorized representatives with all of the information as it, or they, may from time to time require with reference to the books, accounts, records, receipts, vouchers and other documents.

10.7 The Proponent shall permit the City's representatives to make copies and take extracts from such books and records and shall furnish Canada, the Province and/or the City with such additional information as it may require with reference to such books and records.

10.8 For the purposes of this article, audit includes any type of audit.

10.9 This article shall survive the termination of this Agreement.

ARTICLE 11 INDEMNITY

11.1 The Proponent 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, the Province of Ontario and the Federal Government, and their 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 Project, including without limitation, environmental hazards;
- (c) the obligations of the Proponent hereunder;
- (d) the failure of the Proponent, its officers, consultants, contractors, agents, servants or employees to exercise reasonable care, skill or diligence in carrying out any work in respect of the Project;
- (e) any act or omission of the Proponent, its officers, agents, servants, consultants, contractors, employees or by anyone for whom the Proponent is at law responsible relating to any work or any other thing required to be performed or rendered hereunder by the Proponents;
- (f) all insured and uninsured damage to property installed, property in transit and contractors' tools and equipment during the course of the construction/renovation work to the Project; and/or

- (g) death or economic loss, caused by or in any way related to any of the Proponent's obligations under this Agreement

provided that the Proponent 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.

11.2 The liability of the Proponent shall be limited to the amount of the Funds advanced to the Proponent.

11.3 For greater clarity, the Proponent shall not be obligated or liable to repay all or any portion of the indebtedness hereunder including principal, interest, premium, costs of realization, damages or any other monies secured by or owing under or in connection herewith, including under any indemnity (collectively for the purpose of this paragraph only the "Indebtedness") and that the recourse of the City to recover the Indebtedness shall be limited and restricted to the right of the City to enforce its security solely against the Land and the rents, chattels and proceeds (including insurance proceeds) relating to the Land and to realize against the interest of the Proponent in the Land and the proceeds thereof, and the City shall not be entitled to effect realization against any other Land or assets of the Proponent (or any other person, corporation, partnership or entity) any deficiency remaining outstanding after such realization. However, the City shall be entitled to name the Proponent in any action, enforcement or proceeding commenced to enforce its rights and to realize against the interest of the Proponent in the Property, but only for the purposes of being able to realize against the Land.

ARTICLE 12 INSURANCE

12.1 Building-in-Course-of-Construction Insurance. During the Development Activities including demolition or construction on the Project, the Proponent shall effect, maintain or cause to be maintained and keep in force, until completion of such work including demolition, repair, alterations, construction, additions and/or renovations, insurance the Proponent and its employees and all those for whom it is at law responsible (without rights of cross-claim as between the City and the Proponent) from damage to the Project from time to time during the work including demolition and construction (which may be by policies effective from time to time covering the risks during different phases of the work, demolition and construction) by a Builders' Insurance Policy including resultant damage from error or design and faulty workmanship and, to the extent available and as would be obtained by a prudent owner of such a Project, to the replacement cost thereof. Such insurance shall add the City as mortgagee and loss payee.

12.2 "All Risks" Property Insurance. Except as to any portion of the Project under construction which is insured by the insurance coverage provided pursuant to Subsection 12.1, the Proponent shall, at all times during the Affordability Period, insure and keep insured the Project and all other insurable property belonging to the Proponent and from time to time located on the Project in an amount not less than the replacement cost thereof against loss or damage by perils of "all risks" (being the perils from time to time included in the standard "all risks" policy and to the extent available and as would be obtained by a prudent owner of

such a Project. If a separate policy of insurance is maintained for the boiler and pressure vessels, the policies will include a Joint Loss Agreement between insurers. The boiler and machinery coverage shall be on a repair and replacement basis, in an amount to reflect the replacement cost of the building and the contents and equipment located on the premises. The City will be added as mortgagee and loss payee, according to its interest on the insurance policies required in Sections 12.1 and 12.2.

12.3 Public Liability Insurance. The Proponent shall, at all times during the Affordability Period, maintain or cause to be maintained comprehensive Commercial General Liability insurance including contractual liability on an occurrence basis against claims for personal or bodily injury, death or property damage suffered by others arising in connection with the Project or out of the operations of the Proponent or its sublessees in, on or about the Project and the Proponent and their employees and all others for whom each of them is at law responsible in such amounts and to such extent as a prudent owner of such a Project would, from time to time, carry (which amount shall initially be not less than Five Million Dollars (\$5,000,000.00) and be written on Wrap Up form during any period of construction and thereafter not less than Five Million Dollars (\$5,000,000.00) for any personal or bodily injury, death, property damage or other claim in respect of any one accident or occurrence) and, without limiting the generality of the foregoing, with provisions for cross-liability and severability of interests. During the Development Activities the liability insurance required under this Article shall relate to property damage, death or injury arising out of the performance or non-performance of the work or any other construction or related work and shall include non-owned automobile liability insurance. All liability insurance policies shall cover the costs of defence or adjustment of claims over and above money limitations of the policies. The City will be included as an additional named insured on the Commercial General Liability insurance policy which is to be maintained by the Proponent following the completion of construction.

12.4 Automobile Liability Insurance. The proponent will maintain and keep in force or cause to be maintained during the Development Activities Automobile Liability insurance in an amount of at least \$1,000,000 for all licensed motorized vehicles used in the performance of work.

12.5 Copies of Policies and Approval of Policies. 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.

12.6 City Approval. The City, acting reasonably, shall have the right, but not the obligation, to approve of the insurers and the insurance policies carried by the Proponent including the limits of coverage and the provisions thereof.

12.7 Non-Cancellation. Each of the policies of insurance provided pursuant to this Article shall contain an agreement by the insurer to the effect that it will not cancel or alter or materially change policy, whether by reason of non-payment of premium, non-fulfilment of condition or otherwise, except after thirty (30) clear days' prior written notice to the City.

12.8 Premiums and Evidence of Payment Thereof. The Proponent shall duly and punctually pay or cause to be paid all premiums and other sums of money payable for maintaining the insurance to be provided pursuant to this Article. The Proponent will produce

to the City as soon as reasonably feasible, and in any event within ten (10) clear days prior to the expiry of any policy of insurance placed pursuant to this Article, evidence of the renewal or replacement of such insurance.

12.9 City's Right to Insure. The Proponent shall advise the City of any cancellation, material alteration or lapse of any policies of insurance required to be provided hereunder. If the Proponent fails to effect and keep such insurance in force, or if such insurance is in an amount less than the amount required under this Article, the City shall have the right, upon notice to the Proponent and without assuming any obligation in connection therewith, to effect such insurance at the cost of the Proponent and all outlays by the City shall be payable by the Proponent to the City forthwith upon demand without prejudice to any other rights and recourses of the City hereunder. No such insurance taken out by the City shall relieve the Proponent of its obligations to insure hereunder and the City shall not be liable for any loss or damage suffered by the Proponent in connection therewith.

12.10 Loss or Damage. The City shall not be liable for any death or injury arising from, or out of any occurrence in, upon, at, or relating to the Project or damage to property of the Proponent or of others located on the Project, nor shall it be responsible for any loss of or damage to any property of the Proponent or others from any cause, unless and to the extent that any such death, injury, loss or damage, results from the negligence or wrongful acts of the City, its agents, employees, contractors, or others for whom it may, in law, be responsible. Without limiting the generality of the foregoing, the City shall not be liable for any injury or damage to persons or property resulting from fire, explosion, falling plaster, falling ceiling tile, failing fixtures, steam, gas, electricity, water, rain, flood, snow or leaks from any part of the Project or from the pipes, sprinklers, appliances, plumbing works, roof, windows or subsurface of any floor or ceiling of the building or from the street or any other place or by dampness or by any other cause whatsoever. The City shall not be liable for any such damage caused by other persons on the Project or by occupants of adjacent property thereto, or the public, or caused by construction or by any private, public or quasi-public work. All property of the Proponent kept or stored on the Project shall be so kept or stored at the risk of the Proponent only and the Proponent releases and agrees to indemnify the City and save it harmless from any claims arising out of any damage to the same including, without limitation, any subrogation claims by the Proponent's insurers.

ARTICLE 13 RESTRICTIONS ON CHANGES

13.1 The Proponent's interest in the Project shall not be subject to a Transfer unless the City has consented to the Transfer, which consent may be unreasonably withheld, and the purchaser or transferee has first entered into an agreement with the City assuming the covenants set forth herein, which agreement shall be duly executed by the transferee and delivered to the City prior to the Transfer.

In determining whether the City is prepared to grant its consent to a Transfer, the City may consider the following factors:

- (a) whether the financial standing of the proposed Transferee is sufficient to satisfy the obligations of the Proponent under the Agreement;

- (b) the reputation and experience of the Transferee or its related corporation, its management and investors in the operation of affordable residential housing developments; and
- (c) Whether the Transfer will decrease the number of Units in the Project;
- (d) the reserve fund established pursuant to Article 8 will be transferred to the purchaser, lessee or other transferee; and
- (e) such other condition or conditions as the City may determine from time to time.

The City may, in its sole discretion, charge a commercially reasonable administration fee for such request.

13.2 Provided the Proponent is in good standing under this Agreement, it is understood and agreed that the City shall subordinate and postpone the City Charge to the Approved Mortgage and all prior and subsequent advances thereunder as that mortgage may be replaced during the Affordability Period, provided in the City's opinion; sufficient equity remains to secure the City Charge, while the Proponent maintains ten per cent (10%) equity in the current value of the Project. The City reserves the right to request, at the Proponent'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 documents.**

13.3 Provided the Proponent is in good standing under this Agreement, it is understood and agreed that the City will consent to an assignment of this Agreement to secure the Approved mortgage as required. **PLEASE NOTE: The City requires a minimum of six (6) weeks to process requests for consents and approvals to assignments of this Agreement**

13.4 The City consents to the postponement of this Agreement, the City Charge and all related security to any service or utility easement required by the City or easements agreed to by the Proponent and neighbouring developments and any shared facilities or cost sharing agreement between the Proponent and neighbouring developments required for the proper development and operation of the Project and the neighbouring developments. Prior to executing any postponement, the City will be entitled to review the easements and shared facilities or cost sharing agreement.

13.5 The Proponent shall not list, advertise, or hold out for sale or lease or otherwise offer for disposal the Project or any part of the Project without the prior written consent of the City.

13.6 Notwithstanding Section 13.1, the Proponent may lease individual Units to tenants.

13.7 The provisions of this Article 13 shall not apply to any sale, lease, foreclosure or other disposition which is pursuant to the exercise of any remedy by a mortgagee under an Approved Mortgage where such Approved Mortgage and security related thereto is in priority to the City Charge and security related thereto in favour of the City.

ARTICLE 14 DEFAULT

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

- (a) the Proponent has, in the opinion of the City, failed to proceed with the implementation, construction and/or the operation of the Project 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 Proponent;
- (b) the Proponent has failed to satisfy the Toronto Green Development Standards set forth in the statement provided to the City, pursuant to Subsection 4.6(r);
- (c) the Proponent has failed to achieve Substantial Completion of the Project by XXX XX, 201X, or such other date as agreed to by the City; **[no later than four years after the date this Agreement is signed]**
- (d) the Proponent ceases to construct and/or operate the Project pursuant to the terms and conditions of this Agreement;
- (e) the Proponent has discontinued the use of a project manager approved by the City;
- (f) if in the opinion of the City, acting reasonably, the Proponent knows or ought reasonably to have known at initial occupancy that a housing unit was rented to a tenant whose Household Income exceeds the Initial Income Limit, that the household composition has been misrepresented or has not been verified on initial occupancy as set out in 9.1 hereof;
- (g) the Proponent is unable or unwilling to pay its debts as they become due or defaults under any Approved Mortgage;
- (h) an order is made or resolution is passed for the winding up or dissolution of the Proponent, or the Proponent is dissolved;
- (i) the Proponent becomes bankrupt or insolvent or takes the benefit of any act now or hereafter in force for bankrupt or insolvent debtors or fails any proposal or makes any assignment for creditors or any arrangement or compromise;
- (j) a receiver or receiver-manager is appointed for the Project by a creditor other than the City;
- (k) if the City gives notice that it does not approve the Proponent's insurer; or
- (l) there is, in the opinion of the City, acting reasonably, a material adverse change in risk in the Proponent's ability to carry out its roles and responsibilities under this Agreement with respect to the implementation and/or the operation of the Project.

14.2 In an event of default occurs and:

- (a) the default has not been remedied within 30 days of receipt by the Proponent of written notice of an event of default or within such longer period or is reasonably required provided the remedy is being diligently pursued; or
- (b) a plan satisfactory to the Executive Director, Housing Secretariat and/or Director, Housing Stability Unit to remedy the default has not been implemented within the time period specified in the notice,

the City may, in its absolute discretion, without restricting any remedies otherwise available, immediately terminate the Agreement by giving written notice to the Proponent.

14.3 If the City gives the Proponent written notice of an event of default, the City may suspend any further payment under this Agreement until the breach is remedied.

14.4 Upon providing a notice of termination, the City shall have no obligation to make any further advances to the Proponent.

ARTICLE 15 REMEDIES

15.1 During the Affordability Period, if there is an event of default by the Proponent that is continuing, then, in addition to the remedies set out in Article 14, the City may exercise any or all of the following remedies in any combination that the City chooses, and without limiting the generality of the foregoing, the City may:

- (a) require the Proponent to provide additional information or documents to the City;
- (b) correct the breach itself or by retaining a third party and the cost of so doing shall be payable forthwith by the Proponent to the City and may be retained from any unpaid portion of the funding being provided pursuant to this Agreement or may be recovered in any court of competent jurisdiction as a debt due to the City;
- (c) appoint or seek the appointment of a manager and/or receiver for the Project, whether an officer, employee or agent of the City or not if the City has determined that there are serious financial matters that could result or have resulted in the Proponent being unable to pay its debts as they become due
- (d) require repayment of the remaining and unforgiven balance of the Funds;
- (e) rescind the Property Tax Exemption By-law passed with respect to the Project; and/or;
- (f) seek any additional remedy available to the City at law or in equity.

15.2 All rights and remedies of the City under this Agreement shall be cumulative and not

alternative.

ARTICLE 16 RECEIVERSHIP

16.1 Where a Receiver is appointed by the City pursuant to Section 15.1, the Receiver shall be appointed with the agreement of any holder of the Approved Mortgage. The Receiver shall have the power to:

- (a) take control, direction and possession, or any of them, of the Project, the revenue and the assets of the Proponent, the operation and books, records and accounts of the Proponent or any part of them;
- (b) take control and direction of the employees and agents of the Proponent;
- (c) receive and recover and use all revenues and assets of the Proponent;
- (d) incur and pay liabilities;
- (e) complete the construction of the Project and maintain, operate and repair the Project; and
- (f) execute and prosecute all suits, proceedings and actions which the Receiver considers necessary for the proper protection of the Project, to defend all suits, proceedings and actions against the Proponent or the Receiver, to appear in and conduct the prosecution and defence of any suit, proceeding or action, then pending or thereafter instituted and to appeal any suit, proceeding or action.

16.2 The City may at any time and from time to time change, terminate or renew the mandate of the Receiver or replace or reinstate the Receiver and fix the reasonable remuneration of the Receiver who may deduct the same out of the revenues of the Project.

16.3 Without limiting any rights of the City under this Agreement, the City acknowledges that it is the intention of the City to reinstate the Proponent whenever feasible, as determined by the City, as a self-governed entity retaining substantial control of the management of the Project within sixty days after the receivership becomes effective.

16.4 The Receiver shall be deemed to be the agent or attorney of the Proponent and the City shall not be responsible for the Receiver's acts or omissions.

16.5 The Proponent undertakes to ratify and confirm whatever the Receiver may do pursuant to the Receiver's mandate.

ARTICLE 17 CONFIDENTIALITY

17.1 The Proponent, its officers, agents and employees shall treat all information which is

obtained by the Proponent through its performance of this Agreement, as confidential and shall not disclose same, unless required by law, other than in accordance with this Agreement, without the prior written approval of the City.

17.2 Notwithstanding Section 17.1, the Proponent may disclose information to the grantor of an Approved Mortgage, its lawyers, accountants and other professionals, provided that such persons require the information in order to properly perform their duties.

17.3 The Proponent shall not, unless required by law, release information pertaining to tenants and applicants for tenancy at the Project to third parties without first obtaining the written consent of the affected tenant or applicant.

17.4 The collection, use and disclosure of information by the City shall be governed by MFIPPA.

ARTICLE 18 PUBLIC ACKNOWLEDGEMENT OF FUNDS

18.1 The Proponent shall ensure that in any and all communication activities, internet web site information, publications, advertising, signs and press releases referring to the Project, there is included an appropriate acknowledgement, in accordance with the guidelines and instructions provided by the City to the Proponent, of the contributions made by all three levels of government. The Proponent shall notify the City in advance of any and all communication activities, publications, advertising and press releases.

18.2 The Proponent agrees to display such signs, plaques or symbols as one or more of the three levels of government may provide in such locations on its premises as the City may designate.

18.3 The Proponent shall co-operate with representatives of all three levels of government during any official ceremonies relating to the promotion of the Project.

ARTICLE 19 DISPUTE RESOLUTION

19.1 The City and Proponent agree that alternate dispute resolution processes such as mediation, appointment of a neutral third party evaluator or arbitration may be preferable to litigation as a way to resolve disputes that may arise under this Agreement and they agree to give good faith consideration to having resort to an alternate dispute resolution process before initiating legal or other proceedings to deal with any such disputes.

19.2 In the event the parties agree to arbitration, the arbitration shall be governed by the provisions of the *Arbitration Act, 1991*, S.O. 1991 c.17.

**ARTICLE 20
NOTICES**

20.1 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
Fax No. : (416) 392-8492

Attention: Executive Director, Housing Secretariat

with a copy to the City Solicitor, at

City of Toronto
55 John Street, Station 1260
26th Floor, Metro Hall
Toronto, ON M5V 3C6
Fax No: (416) 397-5624

Attention: City Solicitor

(b) if to the Proponent, at:

XXX
Toronto, Ontario xxx xxx
Fax No.: (416)

Attention:

20.2 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.

20.3 Any Notice permitted or required to be given by the City may be given by the Deputy City Manager. However, the Deputy City Manager specifically reserves the right to submit the issue of the giving of any Notice, or of the contents of any Notice, to City Council for its determination.

20.4 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.

20.5 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 21 CONTRACTUAL STATUS OF THE PARTIES

21.1 The Proponent shall be solely responsible for the payment of any person or entity employed, engaged or retained by the Proponent for the purpose of carrying out the Project or otherwise assisting it in the discharge of its obligations under this Agreement.

21.2 The Proponent shall ensure that any contract entered into by it in respect of the Project is in its own name and is in no way purports to be binding upon the City.

21.3 The Proponent 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.

21.4 The parties agree that, in respect of the Project, the City is not an "Owner" within the meaning of the *Construction Act*, R.S.O. 1990, c. C.30.

ARTICLE 22 UNCONTROLLABLE CIRCUMSTANCES

22.1 Except as expressly provided for in this Agreement, neither party shall be liable to the other party for any loss, damage or delay to the extent it results from an uncontrollable circumstance if such circumstance is neither caused by the default or act of commission or omission of such party nor avoidable by the exercise of reasonable effort or foresight provided that nothing excuses a delay caused by lack of funds or other financial circumstances or excuses a party from payment of any amount payable hereunder when due.

22.2 For the purpose of this article, the words "uncontrollable circumstance" means any force majeure, strike, walkout, labour dispute, civil commotion, war or similar event, invasion, the exercise of military power, act of God, change in laws, government regulations or controls, court order, or any cause beyond the reasonable control of the party, unless any such lack of control results from deficiency in financial resources.

ARTICLE 23 GENERAL PROVISIONS

23.1 The Proponent shall permit the City to provide an executed copy of this Agreement to the governments of Canada and Ontario.

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

23.3 In this Agreement, words in or implying the singular include the plural and vice versa, and words having gender include all genders.

23.4 The insertion of headings and the division of this Agreement into articles and subdivisions thereof is for convenience of reference only and shall not affect the interpretation hereof.

23.5 Any reference in this Agreement to an "article" or any subdivision thereof shall, unless the context otherwise requires, be taken as a reference to the correspondingly-labelled provision of this Agreement.

23.6 Time shall in all respects be of the essence of all matters provided for in this 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 Proponent, or by their respective solicitors, who are expressly appointed for that purpose.

23.7 The waiver by a party of strict compliance or performance of any of the terms and conditions of this Agreement or of any breach on the part of any other party shall not be held or deemed to be a waiver of any subsequent failure to comply strictly with or perform the same or any other term or condition of this Agreement or of any breach thereof.

23.8 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.

23.9 Should any provision of this Agreement be declared or found to be illegal, unenforceable, legally ineffective or void, then each party shall be relieved of any obligation arising from such provision, but the balance of this Agreement, if capable of performance, shall remain in full force and effect.

23.10 This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario.

23.11 Each obligation of the City or of the Proponent expressed in this Agreement, even though not expressed as a covenant, is considered to be a covenant for all purposes.

23.12 The covenants, representations, warranties and indemnity of the Proponent set forth in this Agreement shall survive the expiry of the Affordability Period.

23.13 Wherever any consent, agreement or approval of the City is required under the terms of this Agreement, unless otherwise provided and subject to any specific provision respecting such consent, agreement or approval, the City shall not unreasonably or arbitrarily withhold its consent, agreement or approval.

23.14 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. 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. 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 affixed their respective corporate seals attested to by the hands of their proper signing officers in that behalf duly authorized.

DATED this day of XXXX, 20XX.

CITY OF TORONTO

Per: _____
Name: Sean Gadon
Title: Executive Director ,
Housing Secretariat (Interim)

DATED this day of XXXX, 20XX.

XXXXXXXXXXXX

Per: _____
Name:
Title:

Per: _____
Name:
Title:

I/We have authority to bind the Corporation

APPROVED AS TO FORM

For Wendy Walberg
City Solicitor

File #

Authorized by Planning and Housing Committee Item No. PH7.6 as adopted by City of Toronto Council on July 16, 17 and 18, 2019.

SCHEDULE "A"

MORTGAGE/CHARGE OF LAND PROVISIONS –

[THERE IS A SEPARATE SCHEDULE "A' IF THE PROPONENT HAS A LEASEHOLD INTEREST IN THE LAND]

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 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.

3. Paragraph 14 of the set of Standard Charge Terms filed as number 200033 on November 3, 2000 and forming part of this Charge is hereby deleted and the following substituted therefor:

"14. If the Chargor offers, lists, advertises, sells, transfers, disposes of, leases, licenses, mortgages, charges, encumbers or holds out or offers for sale, lease, licence, or disposal the land or any part, or permits any mortgage, charge or other encumbrances to remain outstanding in respect of the Land or any part or revises, alters, renews or amends any mortgage, charge or encumbrance or otherwise deals with the Land or any part other than in accordance with the Agreement, the principal amount secured by this Charge, or such lesser amount as may be outstanding pursuant to the provisions of the Agreement shall, at the option of the Chargee, immediately become due and payable. PROVIDED that no permitted sale or other dealing by the Chargor with the Land or any part shall in any way change the liability of the Chargor or in any way alter the rights of the Chargee as against the Chargor or any person liable for payment of the monies hereby secured."

4. Paragraph 16 of the set of Standard Charge Terms filed as number 200033 on November 3, 2000 and forming part of this Charge is hereby deleted and the provisions of section 12 of the Agreement are substituted therefor.

5. It is understood an agreed that notwithstanding anything in the standard charge terms made part of this Charge or any provisions of any other document or certificate or security provided in connection with this Charge, the Chargor shall not be obligated or liable to repay all or any portion of the indebtedness hereunder including principal, interest, premium, costs of realization, damages or any other monies secured by owing under or in connection herewith, including under any indemnity (collectively for the purpose of this paragraph only the "Indebtedness") and that the recourse of the Chargee to recover the Indebtedness shall be limited and restricted to the right of the Chargee to enforce its security solely against the charged property and the rents, chattels and proceeds (including insurance proceeds) relating to the charged property and to realize against the interest of the Chargee or in the charged property and the proceeds thereof, and that the Chargee shall not be entitled to effect realization against any other property of assets or the Chargor (or any other person, corporation, partnership or entity) any deficiency remaining outstanding after such realization.

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 PROPONENTS NAME
Acting as an individual
Address for Service Proponents address for service

I, xxxxxxxx, 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, 26th Floor
Toronto, Ontario
MSV 3C8
Attention: City Solicitor & Affordable Housing Office

Statements

Schedule:

Provisions

Principal \$ 500,000.00 Currency CDN
Calculation Period
Balance Due Date
Interest Rate
Payments
Interest Adjustment Date
Payment Date
First Payment Date
Last Payment Date
Standard Charge Terms 200033
Insurance Amount full insurable value
Guarantor

Additional Provisions

***** THIS IS AN EXAMPLE ONLY *****

SCHEDULE “B”

PROPONENT’S ANNUAL TARGETING REPORT

Ontario Priorities Housing Initiative – Rental Housing Component

For year ending December 31, 20__

Name of Owner	RENTAL Number of Units				SOCIAL HOUSING Number of Units				AVERAGE RENT OF UNITS PER MONTH
	New	Conversion	Rehabilitation	Major Additions	New	Conversion	Rehabilitation	Major Addition	

CLIENTELE Number of Units					
Family	Single	Senior	Supportive Victims of Domestic Violence	Supportive Mental Health	Other Target Group (Name)

SCHEDULE "C"



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

Multilingual Services: 311 and TTY 416-338-0889. Further information: www.toronto.ca/diversity.ca



SCHEDULE "D"

LEGAL OPINION

[TO BE ON LETTERHEAD OF SOLICITOR FOR PROPONENT]

DATE

City of Toronto
Legal Division
Station 1260
26th Floor, Metro Hall
55 John Street
Toronto, Ontario M5V 3C6

Attention: Wendy Walberg, City Solicitor

Re: City of Toronto (the "City") and []
(the "Proponent") property located at []
Ontario (the "Property")

We have acted as solicitors to the Proponent in connection with the giving of this opinion and all matters herein described.

We have assisted in the preparation of and acted in connection with the authorization, execution, issuance and delivery by the Proponent of the following documents:

- (a) Contribution Agreement dated _____ between the City and the Proponent ("the Agreement"); and
- (b) a Leasehold Charge/Mortgage of Land in the principal amount of [] (the "Charge"); and
- (c) the giving of this opinion and on all matters herein described.

The Charge has been given in favour of the City for the obligations of the Proponent from time to time under the Agreement. All other capitalized terms used herein, but not otherwise defined herein, shall have the meanings ascribed to such terms in the Agreement, unless otherwise specified.

We have examined such corporate records and have made such other searches and enquiries and considered such questions of law as we have considered necessary or desirable for the purposes of the opinions hereinafter expressed. In our examination of all documents, we have assumed:

- (a) the genuineness of all signatures, the requisite legal capacity of all individuals, the authenticity of all documents submitted to us as originals and the conformity to originals of all documents submitted to us as photocopies, facsimile, certified or notarial copies thereof and that all facts set forth in the official public records, indices

and filing systems and all certificates supplied by public officials or otherwise conveyed to us by public officials are complete, true and accurate;

- (b) that each party to the Agreement and the Charge was in existence when the Agreement and Charge were executed and delivered and had the power and capacity to enter into the Agreement and Charge;
- (c) that each of the Agreement and the Charge has been duly authorized, executed and delivered by each party thereto (whether or not a signatory thereto); and
- (d) that each of the Agreement and the Charge is a legal, valid and binding obligation of each party thereto other than the Proponent.

We have examined title to the Property and attended to the registration of the Charge, in the Land Registry Division of the Toronto Land Titles Office (No. 66) (the "Land Titles Office"). The detail of all such registration is set out in Schedule "A" attached to this letter and the duplicate registered copy of the Charge is enclosed.

We are solicitors qualified to carry on the practice of law in the Province of Ontario and we express no opinion as to any laws other than the laws of the Province of Ontario and the federal laws of Canada applicable in the Province of Ontario in force on the date of this opinion.

Based upon the foregoing and subject to the qualifications set out below, we are of the opinion that as of the date of registration of the Charge:

1. the Proponent is a subsisting body corporate under the laws of the Province of Ontario, with the necessary powers to borrow the monies secured by the Charge;
2. the Proponent has good and valid marketable leasehold title to the Property, free from all encumbrances or claims of any nature whatsoever, subject only to the qualifications and the Permitted Encumbrances set out in Schedule "B" attached to this letter (the "Permitted Encumbrances");
3. the Charge constitutes a good and valid [second] charge of the Proponent's interest in the Property and all right, title and interest of the Proponent therein, enforceable by the City in accordance with its terms, subject only to the Proponent's right of redemption thereunder and otherwise at law and equity, the Permitted Encumbrances;
4. there are no executions outstanding in the hands of the Sheriff of the City of Toronto which affect the Proponent or the [leasehold] title to the Property and, to the best of our knowledge, without having made independent enquiry, there are no actions or proceedings pending or threatened against the Proponent, before any court or administrative agency;
5. there are no arrears in the payment of taxes with respect to the [leasehold] Property; and
6. the Property has not escheated to the Crown.

The opinions expressed above are subject to the following qualifications:

1. the enforceability of the Agreement and the Charge may be limited by applicable bankruptcy, winding up, insolvency, arrangement, fraudulent preference and conveyance, assignment and preference and other similar laws of general application affecting the enforcement of creditor's rights;
2. the enforceability of the Agreement and the Charge may be limited by general principles of equity and the obligation to act in a reasonable manner and no opinion is expressed regarding the availability of any equitable remedy (including those of specific performance, injunction and relief from forfeiture) which remedies are only available in the discretion of a court of competent jurisdiction;
3. a court may decline to accept the factual and legal determinations of a party notwithstanding that a contract or instrument provides that the determinations of that party shall be conclusive;
4. no opinion is given as to the enforceability of any provision of the Agreement and the Charge providing for the severance of illegal or unenforceable provisions from the remaining provisions of the Agreement and the Charge;
5. whenever an obligation, act, agreement or instrument is expressed to be "enforceable" or "legal, valid and binding" or words of like effect, we mean that such obligation, act, agreement or instrument is capable of being given legal effect; we express no opinion as to any factors such as financial capacity or title to assets which may make such obligation, act, agreement or instrument unenforceable in fact;
6. the enforceability of the Agreement or Charge entitling the City to exercise rights or remedies as a result of a default thereunder may be limited by applicable laws requiring creditors and secured parties to give obligors a reasonable time to raise money to pay the indebtedness owing by the obligors prior to taking any action to exercise such rights or remedies;
7. the enforcement of the Agreement and Charge are subject to:
 - a) applicable limitations periods;
 - b) the statutory power of a court to grant relief from forfeiture;
 - c) the discretion which a court may reserve to itself to decline to hear an action if it is contrary to public policy for it to do so or if it is not the proper forum to hear such action;
 - d) limitations on the right of a party to enforce an agreement on the basis of a default of a minor or non-substantive nature; and
 - e) limitations upon the right of a party to accelerate the maturity of any indebtedness without reasonable notice to the indebted party.
8. provisions of the Agreement or the Charge which provide that delay or failure by a party to exercise any right, remedy or option will not operate as a waiver thereof may not be enforceable;

9. provisions of the Agreement or the Charge which provide for the waiver of certain legal or equitable rights or which absolve or purport to absolve a party from responsibility for its acts may not be enforceable;
10. a court may require discretionary powers expressed to be conferred on the City in the Agreement or the Charge to be exercised reasonably and in good faith notwithstanding any provision to the contrary and may decline to accept as conclusive factual or legal determinations described as conclusive therein;
11. the effectiveness of terms exculpating a party from a liability or duty otherwise owed by it to another and certain remedial terms, and waivers of equitable defences provided for in the Agreement or the Charge, are limited by law;
12. the enforcement of provisions in the Agreement or the Charge providing for the recovery of expenses and costs is subject to the discretion of the courts;
13. notwithstanding any provision of the Agreement or the Charge, any certificate or determination provided thereunder may be subject to challenge in a court on the grounds of fraud, collusion, mistake on the face of the certificate, or mistake on the basis that the certificate differed in a material respect from the certificate contemplated in such provision;
14. we express no opinion as to the enforceability of any provision of the Agreement or the Charge to the effect that:
 - a) modifications, amendments or waivers of or with respect to the Agreement or the Charge that are not in writing will be ineffective;
 - b) relate to delay or omission in the enforcement of remedies by or on behalf of the City;
 - c) purport to appoint any person or an officer or employee thereof as attorney or agent to act on behalf of any other person;
 - d) purport to bind or affect, or confer a benefit upon persons who are not parties to the Agreement or the Charge;
 - e) provide for agreement at a later date;
 - f) purport to restrict the access to, or waive the benefit of, legal or equitable remedies or defences;
 - g) purport to waive or affect any rights to notices; or
 - h) provide a non-judicial foreclosure or self-help remedies or relate to delay or omission of enforcement of remedies.
15. no opinion is expressed as to the enforceability of any provisions in any of the Agreement or Charge which provide for obligations, rights or remedies which are inconsistent with any other provisions of the Agreement or the Charge or subject or subordinate to, or overridden by, other provisions in the Agreement or Charge;

16. rights of indemnification provided for in the Agreement or the Charge may be limited under applicable law;
17. we express no opinion as to compliance, and the effect of non-compliance, with any privacy laws; and
18. a receiver, manager or receiver-manager appointed under the Agreement or the Charge may, for certain purposes, be held by a court of competent jurisdiction to be acting as an agent or attorney of the City and not as an agent or attorney of the Proponent notwithstanding terms to the contrary therein;

Notwithstanding that our fee for this opinion will be paid by the Proponent, and that we have acted for the Proponent in this transaction, we acknowledge that the City is relying upon this opinion letter and the opinions expressed herein and consent and agree to such reliance

Yours truly,

Solicitor

SCHEDULE "D-A"

The Agreement and the Charge registered on title to the Property in the Land Titles Office for the Toronto Land Titles Office (No. 66):

1. Charge registered on _____, 200__ as Instrument No. _____.

SCHEDULE "D-B"

Permitted Encumbrances:

City of Toronto Charge.

[list of other encumbrances to follow]

SCHEDULE "E"

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 Commissioner, etc in the Province of Ontario.

SCHEDULE "F"
PROPONENT'S INITIAL OCCUPANCY REPORT
 OPHI – Rental Housing Component

A. Project Information

Reference No.	
Project Name	
Project Address	
Proponent Name	
Occupancy Date	
Contribution Agreement Expiry Date	

B. Unit Details

Target Client	Unit Type	Households Type	OPHI Units (A)	# of RS	# of SS	Non-OPHI Units (B)	Total Units (A+B)
	Bachelor						
	1 BR						
	2 BR						
	3 BR						
	Other (specify)						
	Total						

RS: Rent Supplements

SS: SIF – Support Services

C. Depth of Affordability: Rents at Occupancy

Unit Type	Unit Size	Number of Units (A)	Actual Rent to be charged per month (B)	CMHC Average Market Rent (AMR – 20XX) or Alternate AMR (C)	Actual Project Rents by Unit Type (D)=(A)X(B)	Project Rents as per CMHC AMR or Alternate AMR (E)=(A)X(C)
Bachelor						
1 BR						
2 BR						
3 BR						
Other (specify)						
TOTAL						

Notes:

1. Actual Rent is inclusive of Rent Supplements received by the Proponent.
2. Alternate AMR example include: modified Ontario Works Shelter Allowance; Ministry-approved alternate.

Weighted Average Rents	Project Weighted Average Rent Total of (D)÷Total of (A) =	CMHC or Alternate Weighed Average Rent Total of (E)÷Total of (A) =
Depth of Affordability	(Project Weighted Average Rent ÷ CMHC (or Alternate) Weighted Average Rent) x100 =	

D. Source of Alternate AMR (if an alternate AMR is being used)

E. Rationale (if Depth of Affordability is greater than 80% of CMHC AMR (or Alternate))

F. Project Certification

I certify, to the best of my knowledge, that the information provided in Sections B and C above is true and correct. I hereby authorize the City of Toronto to review the rent roll from appropriate source(s) if deemed necessary.

Proponent:

Signature

Date

Print Name

Position

Submitted by the City of Toronto

Signature

Date

Print Name

Position

This page is left intentionally blank.

SCHEDULE "G"
PROPONENT'S ANNUAL OCCUPANCY REPORT

OPHI – Rental Housing Component
 For the Year Ended December 31, 20XX

A. Project Information

Reference No.	
Project Name	
Property Address	
Occupancy Date	
Contribution Date	
Contribution Agreement Expiry Date	

B. Unit Details

Target Client	Unit Type	Households Type	OPHI Units (A)	# of RS	# of SS	Non-OPHI Units (B)	Total Units (A+B)
	Bachelor						
	1 BR						
	2 BR						
	3 BR						
	Other (specify)						
	Total						

RS: Rent Supplements

SS: SIF – Support Services

C. Actual Rents at Year End

Unit Type	OPHI Funded Units	Previous Year 20XX		Current Year 20XX			Rationale (If D>B)
		Actual Rent per Unit per Month (A)	RTA Permitted Increase per Unit per Month x % (specify) (B)	Actual Rent per Unit per Month (C)	Rent Increase (D) = (C) – (A)	CMHC or Alternate AMR	
Bachelor							
1 BR							
2 BR							
3 BR							
Other (specify)							
TOTAL							

D. Depth of Affordability: Rents during year of reporting

Unit Type	Unit Size	Number of Units (A)	Actual Rent to be charged per month (B)	CMHC Average Market Rent (AMR – 20XX) or Alternate AMR (C)	Actual Project Rents by Unit Type (D)=(A)X(B)	Project Rents as per CMHC AMR or Alternate AMR (E)=(A)X(C)
Bachelor						
1 BR						
2 BR						

3 BR						
Other (specify)						
TOTAL						

Notes:

1. Actual Rent is inclusive of Rent Supplements received by the Proponent.
2. Alternate AMR example include: modified Ontario Works Shelter Allowance; Ministry-approved alternate.

Weighted Average Rents	Project Weighted Average Rent Total of (D) ÷ Total of (A) =	CMHC or Alternate Weighed Average Rent Total of (E) ÷ Total of (A) =
Depth of Affordability	(Project Weighted Average Rent ÷ CMHC (or Alternate) Weighted Average Rent) x100 =	

E. Rationale (if Depth of Affordability is greater than 80% of CMHC AMR (or Alternate))

F. Project Certification

I certify, to the best of my knowledge, that the information provided in Sections B and C above is true and correct. I hereby authorize the City of Toronto to review the rent roll from appropriate source(s) if deemed necessary.

Proponent:

Signature

Date

Print Name

Position

Submitted by City of Toronto

Signature

Date

Print Name

Position

Appendix 3 – Summary of City Incentives

The City is authorized, pending Council approval, to provide exemptions from the following fees and charges for affordable rental housing. The City provides exemptions only and does not refund municipal fees already paid.

- Planning Application Fees
- Development Charges
- Building Permit Fees
- Parkland Dedication Fees
- Residential Property Taxes (for the term of affordability)

The City does not provide exemptions for fees and obligations, including, but not limited to:

- Toronto District Catholic School Board Development Charges
- Public Art Contribution
- Section 37 Contribution
- Hydro Levies
- Fees related to Urban Forestry
- Technical Services Fees
 - Right-of-Way Permit Fees including: Landscape Construction Permits
 - Street Occupation
 - Municipal Road Damage

Appendix 4 – Toronto Renovates Rooming House Component Proposal Submission Form

NOTE: YOUR PROPOSAL MUST BE SUBMITTED USING THIS FORM

Please complete this form and print it. The City prefers the form be completed electronically but this is not mandatory. Illegible submissions will not be considered.

Please include all requested supporting documents as attachments inserted behind the cover pages provided at the end of this form. These are numbered and titled for ease of use. For example, attach a copy of your Rooming House License after the page titled *B1. License, Planning and/or Permit applications and approvals*.

Appendix 4 – Toronto Renovates Rooming House Component Proposal Submission Form

Section B: Property Information and Proposal Overview	
Legal Description of the Property:	
<p>This property is:</p> <p><input type="checkbox"/> a Licensed Rooming/Lodging House</p> <p><input type="checkbox"/> a rooming house or similar accommodation with single room occupancy that:</p> <p><input type="checkbox"/> has obtained, or <input type="checkbox"/> is in the process of obtaining <input type="checkbox"/> planning approval <input type="checkbox"/> a building permit</p> <p><input type="checkbox"/> legal non-conforming status.</p> <p>Please provide in Attachment B1 documentary proof of the legal status of the occupancy (e.g., copy of the Rooming House or Lodging House License, or Conditional License, or application thereof, Approval or Application for Preliminary Planning Review, Committee of Adjustment decision and/or Building Permit, document(s) showing legal non-conforming status, etc.)</p> <p>The property is not eligible for this funding if it does not fall within any of the above categories.</p>	
<p>General Description of the Property: (e.g. 3-storey converted detached house, age of building, how many rooms and what types of rooms are on each floor, etc. Attach drawings and/or photos at Attachment B5)</p>	
Name of Insurance Company:	Value of property (as supported by appraisal or property assessment documentation at Attachment B2)
Policy No.:	\$
Previous Funding	
<p>Have you received funding for this property under the <i>Residential Rehabilitation Assistance Program</i> (RRAP) or <i>Toronto Renovates</i> (TR) previously? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If yes,</p> <p>a) specify the date the work was completed _____</p> <p>b) specify the total amount of RRAP/TR funding _____</p> <p>c) provide a short description of the work that was paid for by RRAP/TR:</p>	

Appendix 4 – Toronto Renovates Rooming House Component Proposal Submission Form

Please list other on-going operating agreements or recent capital agreements (within the last 5 years) with the City or other order of government, if any, and briefly explain what they relate to.

Bed and Room Details

Current number of beds and rooms

Number of beds in shared occupancy rooms	Number of shared occupancy rooms	Number of single occupancy rooms	Number of self contained rooms or dwelling units	Total number of tenants
--	----------------------------------	----------------------------------	--	-------------------------

Proposed number of beds and rooms (*n/a if no change*) Not Applicable

Number of beds in shared occupancy rooms	Number of shared occupancy rooms	Number of single occupancy rooms	Number of self contained rooms or apartments	Total number of tenants
--	----------------------------------	----------------------------------	--	-------------------------

Tenant Profiles

Please list the number of tenants that fall into the following groups (*count each tenant only once*)

Aboriginal	People with a disability	New immigrant	Senior	People with a mental illness
------------	--------------------------	---------------	--------	------------------------------

Section C: Proponent Track Record and Team Information

Proponent Profile

Provide details about the Proponent and the rooming house (or similar accommodations) as a business: (*e.g. How long has the owner owned the property? Is this a family business? Does the owner own other rental properties? etc.*)

Appendix 4 – Toronto Renovates Rooming House Component Proposal Submission Form

Proponent Repair/Renovation Experience		
Provide details of previous renovation and repair experience, particularly with work at the proposed scale or larger.		
Address and type of housing	Year work undertaken	Summary of scope of work
<i>For example: 77 Toronto Ave. 8 unit, 3 storey rooming house</i>	<i>1999</i>	<i>Created two new rooms, replaced fire escape, new roof, flooring, stairs, electrical service upgrade, plumbing stack replacement</i>
Construction Management Approach		
Explain how construction will be managed (e.g. <i>tendered general contract, construction manager, etc.</i>)		
Project Manager or Key Contact (if different from Proponent)		
Name:		
Title / Company Name:		
Address:		
Phone:	Fax:	
E-mail:		
Contractor submitting the Quotation		
Company:		
Address:		
Contact person:		
Telephone:		
City of Toronto Municipal Licensing and Standards Business Licence #: T85-		
HST #		

Appendix 4 – Toronto Renovates Rooming House Component Proposal Submission Form

Other Team Members		
List all other members of the project team and their role (e.g. architect, lawyer, other consultants, etc.):		
Name	Company	Role/Responsibilities

Section D: Capital Budget and Scope of Work		
Area or type of work: <i>(please check all that apply)</i>		
Electrical <input type="checkbox"/>	Heating <input type="checkbox"/>	Plumbing <input type="checkbox"/>
	Fire Safety <input type="checkbox"/>	Structural <input type="checkbox"/>
Scope of Work and Costs		
Briefly describe all the work you plan to undertake and provide a cost breakdown. Space is provided at the end of the section for specific costs such as fees for architects, lawyers, or engineers, building permits, and taxes.		
Area or Type of Work	Short Description of Work	Cost
<i>For example:</i> 1. Roof 2. Electrical throughout 3. Foundation waterproofing 4. Bathroom modifications	<i>Replacement</i> <i>Rewiring & fixtures</i> <i>Excavation and waterproofing on North wall</i> <i>Refurbishment and accessibility modifications</i> <ul style="list-style-type: none"> • <i>new fixtures</i> • <i>new flooring</i> • <i>door widening</i> • <i>grab bars, etc.</i> 	<i>\$XX,000</i> <i>\$XX,000</i> <i>\$XX,000</i> <i>\$XX,000</i>
<i>continue over</i>		

Appendix 4 – Toronto Renovates Rooming House Component Proposal Submission Form

Area or Type of Work	Short Description of Work	Cost
<i>continue over</i>		

Appendix 4 – Toronto Renovates Rooming House Component Proposal Submission Form

Area or Type of Work	Short Description of Work	Cost
Fees and other Expenses	Short Description	Cost
Consultants: <i>(e.g. architect, engineer, etc.)</i>		
Building permits or other City fees:		
GST: <i>(non-profits to claim only non-refundable GST)</i>		
Legal fees:		
Total cost of work		\$ _____
Total funding requested		\$ _____

Appendix 4 – Toronto Renovates Rooming House Component Proposal Submission Form

Municipal Licensing and Standards Work Orders

Are there any outstanding work orders issued by Municipal Licensing and Standards?

Yes No

If yes, please attach copies of these as Attachment D3.

The proposed Scope of Work should clearly address the items in the work orders with the intent of correcting the deficiencies. Proponents should provide an explanation if the Scope of Work does not address these items.

Section E: Work Plan and Tenant Relations

Project Timetable

Provide a basic timetable for the project starting from funding approval through to completion. Assuming funding approval in mid December 2019, please include a proposed construction start date, any notable events or milestones (e.g. *permits secured, roof start, roof completed*), and an estimated date when repairs will be 50% complete.

Date	Event/Milestone

Appendix 4 – Toronto Renovates Rooming House Component Proposal Submission Form

Provisions for Tenants During Construction

Explain how you will be able to meet the requirements of the *Residential Tenancy Act* to respect tenants' rights, mitigate construction impacts, keep tenants informed, and ensure tenants have safe, secure accommodation during construction.

Describe plans to maintain the property, utilities and other essential services during construction.

Communication Plan

What is your plan to communicate with your City Councillor and update the local neighbours about your construction work?

Appendix 4 – Toronto Renovates Rooming House Component Proposal Submission Form

Section F: Operating Budget, Rents and Mortgages		
Operating Budget		
Provide an annual operating budget for the building after the work is completed. Please add explanations in the comments column when necessary.		
Item	Annual amount (\$)	Comments
Income		
1. Gross rental income		
Other sources of revenue (<i>specify, for example, per diem funding from third parties</i>)		
2.		
3.		
4.		
5.		
Total		
Expenses		
1. Vacancy loss and bad debts		
2. Mortgage and any other debt payments		
3. Property management and administration costs		
4. Repairs and Maintenance		
5. Utilities: Heat		
6. Electricity		
7. Water/ Sewer		
8. Other :		
9. Taxes		
Other operating expenses (<i>e.g., insurance, legal, etc.</i>)		
10.		
11.		
12.		
13.		
14.		
15.		
Total		
Income minus Expenses		Indicate Surplus or Deficit

Appendix 4 – Toronto Renovates Rooming House Component Proposal Submission Form

Rents					
<i>Please list all rents charged to tenants in the building.</i>					
<i>Note: Rent amounts should include all utilities but not personal care, meals or other boarding charges.</i>					
All current rents			All proposed rents (n/a if no change)		
Beds in shared occupancy rooms (rent per bed)	Single occupancy rooms	Self contained rooms or apartments	Beds in shared occupancy rooms (rent per bed)	Single occupancy rooms	Self contained rooms or apartments
1. \$	1. \$	1. \$	1. \$	1. \$	1. \$
2. \$	2. \$	2. \$	2. \$	2. \$	2. \$
3. \$	3. \$	3. \$	3. \$	3. \$	3. \$
4. \$	4. \$	4. \$	4. \$	4. \$	4. \$
5. \$	5. \$	5. \$	5. \$	5. \$	5. \$
6. \$	6. \$	6. \$	6. \$	6. \$	6. \$
7. \$	7. \$	7. \$	7. \$	7. \$	7. \$
8. \$	8. \$	8. \$	8. \$	8. \$	8. \$
9. \$	9. \$	9. \$	9. \$	9. \$	9. \$
10. \$	10. \$	10. \$	10. \$	10. \$	10. \$
11. \$	11. \$	11. \$	11. \$	11. \$	11. \$
12. \$	12. \$	12. \$	12. \$	12. \$	12. \$
13. \$	13. \$	13. \$	13. \$	13. \$	13. \$
14. \$	14. \$	14. \$	14. \$	14. \$	14. \$
15. \$	15. \$	15. \$	15. \$	15. \$	15. \$
16. \$	16. \$	16. \$	16. \$	16. \$	16. \$
17. \$	17. \$	17. \$	17. \$	17. \$	17. \$
18. \$	18. \$	18. \$	18. \$	18. \$	18. \$
19. \$	19. \$	19. \$	19. \$	19. \$	19. \$
20. \$	20. \$	20. \$	20. \$	20. \$	20. \$

Appendix 4 – Toronto Renovates Rooming House Component Proposal Submission Form

Mortgages, Charges and Debts	
Provide the following details for all mortgages, loans, lines of credit, mortgages given as collateral security for other loans, promissory notes and/or any other claim registered against the property title.	
1. Lender	
Address of Lender	
Principal remaining (<i>current balance</i>)	\$
Interest rate	
Maturity date	
Annual payments	\$
Comments	
2. Lender	
Address of Lender	
Principal remaining (<i>current balance</i>)	\$
Interest rate	
Maturity date	
Annual payments	\$
Comments	
3. Lender	
Address of Lender	
Principal remaining (<i>current balance</i>)	\$
Interest rate	
Maturity date	
Annual payments	\$
Comment	

Appendix 4 – Toronto Renovates Rooming House Component Proposal Submission Form

Section G: Property Management and Tenant Quality of Life

i. Describe how on-going property management will be carried out once the work is complete i.e. through on-site staffing, a live-in superintendent, a management company, etc.

ii. Provide a description of your overall pest management approach and any preventative measures incorporated into the repair and renovation work. For example, what is your ongoing bedbug prevention plan, or is there anything you will do during the work that will help control pests?

iii. Provide an outline of how any social and health supports will be provided to tenants i.e. through community-based support providers, on-site staff, etc.

Appendix 4 – Toronto Renovates Rooming House Component Proposal Submission Form

iv. Provide details on how you work with municipal shelters, Street Outreach services, the City's Assessment and Referral Centre, Street to Homes and Shelters to Homes Programs, COTA Health or Habitat Services, if applicable. Include information regarding any existing relationships, agreements signed or contemplated, etc.

v. Explain how the work will improve the building for tenants. For example, does the work provide more privacy for tenants, improved security, better kitchen facilities, better space to socialize in?

Appendix 4 – Toronto Renovates Rooming House Component Proposal Submission Form

TORONTO RENOVATES ROOMING HOUSE COMPONENT PROPOSAL SUBMISSION ATTACHMENTS

Attach copies of the following documents to support your Submission

SECTION A ATTACHMENTS

- A1. Proof of Property Ownership (lease or deed)
- A2. Articles of Incorporation or Letters Patent (if applicable)

CITY MANDATORY FORMS (THESE FORMS APPLY TO BOTH NEW RENTAL AND RENOVATION COMPONENTS)

Appendix 6 - Policy to Exclude Bids from External Parties involved in the Preparation/ Development of a Specific Call

Appendix 7 - Declaration confirming the absence of any Conflict of Interest

Appendix 8 - Declaration of Compliance with Anti-Harassment/Discrimination Legislation and City Policy

Appendix 9 - Restrictions on Hiring and Use of Former City Management Employees for City Contracts

Appendix 10 - Environmentally Responsible Procurement Statement

SECTION B ATTACHMENTS

- B1. Licence, Planning and/or Permit Applications and Approvals
- B2. Proof of Property Value (appraisal or MPAC property assessment)
- B3. Certificate of Insurance
- B4. Proof Taxes being paid up to date (attach 2019 Interim Tax Bill)
- B5. Building Condition Survey and/or photos showing condition of the property

SECTION D ATTACHMENTS

- D1. Design drawings, floor plans and specifications (if available)
- D2. Quotation(s) for the Work Proposed (if available)
- D3. Municipal Licensing and Standards Orders (if applicable)
- D4. Additional documents (optional)

Appendix 4 – Toronto Renovates Rooming House Component Proposal Submission Form

SECTION A ATTACHMENTS

Attachment A1: Proof of Property Ownership (Lease or Deed)

Appendix 4 – Toronto Renovates Rooming House Component Proposal Submission Form

Attachment A2: Articles of Incorporation or Letters Patent (if applicable)

Appendix 4 – Toronto Renovates Rooming House Component Proposal Submission Form

SECTION B ATTACHMENTS

Attachment B1: Licence, Planning and/or Permit Applications and Approvals

Appendix 3 – Summary of City Incentives

Attachment B2: Proof of Property Value (appraisal or MPAC property assessment)

Appendix 4 – Toronto Renovates Rooming House Component Proposal Submission Form

Attachment B3: Certificate of Insurance

Appendix 4 – Toronto Renovates Rooming House Component Proposal Submission Form

**Attachment B4: Proof Taxes being paid up to date
(Attach 2019 Interim Tax Bill)**

Appendix 4 – Toronto Renovates Rooming House Component Proposal Submission Form

Attachment B5: Building Condition Survey and/or Photos showing condition of property

Appendix 4 – Toronto Renovates Rooming House Component Proposal Submission Form

SECTION D ATTACHMENTS

Attachment D1: Design drawings, floor plans and specifications (if available)

Appendix 4 – Toronto Renovates Rooming House Component Proposal Submission Form

Attachment D2: Quotation(s) for the Work Proposed (if available)

Appendix 4 – Toronto Renovates Rooming House Component Proposal Submission Form

Attachment D3: Municipal Licensing and Standards Orders (if applicable)

Appendix 4 – Toronto Renovates Rooming House Component Proposal Submission Form

Attachment D4: Additional Documents (Optional)

(Proponent is free to submit any additional documents to support the Submission)

Appendix 5 – Toronto Renovates Rooming House Component Funding Agreement

CITY OF TORONTO

- and -

[NAME OF PROPONENT]

TORONTO RENOVATES ROOMING HOUSE COMPONENT

FUNDING AGREEMENT

[address of property]

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BETWEEN:

CITY OF TORONTO

(the "City")

- and -

[NAME OF PROPONENT]

(the "Proponent")

Background

- A. The City's Housing Secretariat issued a Request for Proposals on XXXX, 201X, (the "RFP") to secure Proponents to renovate, repair or rehabilitate existing housing pursuant to the terms of the Ontario Priorities Housing Initiative – Ontario Renovates Component (the "Program");
- B. The Proponent submitted a Proposal to renovate, repair and rehabilitate affordable housing at **[insert address of property]** Toronto (the "Proposal") and has been selected to receive funding through the Program.

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 a term of fifteen (15) years from the date of the last advance, made to the Proponent's solicitor, as set out in Article 5 hereof;

"Average Market Rent" or "Average Rent" or "AMR" means average monthly Toronto-wide rents by room 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 rents' for the calendar year shall be City-wide average rents as determined by the City and the "Average Market Rents" for a "Rooming House Bed Unit" means sixty (60) percent of the "Average Market Rents" for one-bedroom units in the City of Toronto;

"Capital Budget" means the budget for the Funded Work, as amended and updated from time to time;

"City Charge" means the Charge/Mortgage of Land referred to in Section 4.4 hereof;

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

"Dwelling Unit" means living accommodation comprising a single housekeeping unit, designed or intended for use by one person or by persons living together as a family, and consisting of a room or suite of two or more rooms in which both culinary and sanitary facilities are provided for the exclusive use of such person or persons, where such living accommodation is provided in exchange for remuneration in the form of rent payable to the landlord, and may include a bachelor unit, a one-bedroom unit or a two-bedroom unit;

"Escrow Agent" means the solicitor who enters into the Escrow Agreement with the City and the Proponent;

"Escrow Agreement" means the Escrow Agreement to be entered into by the City, the Proponent and the Proponent's solicitor to govern the terms of the release of the Funds substantially in the form of the Escrow Agreement attached as Schedule "D";

"Executive Director, Housing Secretariat" means the Executive Director for the Housing Secretariat responsible for the administration of this Agreement prior to occupancy and includes his or her designate or successor, if any;

"Funded Work" means the work set out Schedule "A" attached hereto this agreement;

"Funds" means the funding being provided under the Program on the terms and conditions set out in this Agreement;

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

"Legally Recognized Rooming House" means a Rooming House which has a permit from the City to operate, is licensed by the City or the existence of which is allowed as a legal non-conforming use, as determined by the by the Director, in his sole discretion;

"MFIPPA" means the *Municipal Freedom of Information and Protection of Privacy Act*, S.C. 2000, c. 5;

"Monthly Occupancy Costs" means the total of the monthly remuneration in the form of rent payable to the Landlord for a "room" as defined in this agreement including hydro, heat, water and hot water; "Monthly Occupancy Costs" do not include charges for parking, cable, internet, telephone or any other like charges. If any utility costs are separately metered and paid directly by the household, the "Monthly Occupancy Costs" will be reduced by the Utility Allowance;

"Project" means the Legally Recognized Rooming House located at **[address]** to be renovated, repaired or rehabilitated and, subsequently operated by or on behalf of the Proponent in accordance with the terms and conditions of this Agreement, as more particularly described in Article 3;

"Project Completion" means the stage at which an architect, engineer or the Project Manager confirms in writing to the City that the Funded Work is in compliance with relevant permits, licence and statutory requirements, health and safety standards, all systems and installations have been tested to be operational, save and except for any defects or omissions that do not prevent the building from being used for its intended purpose and all building permits, pertaining to the Funded Work, are closed;

"Project Manager" means a recognized professional, or a qualified person approved by the Executive Director, Housing Secretariat, who possesses the skills, knowledge and experience in construction, and is capable of monitoring the Funded Work to ensure conformance with accepted construction norms, standards, codes and regulations;

"Room" means a "Rooming House Bed Unit" or a "Dwelling Unit" as defined in this Agreement, designed or intended for use for living accommodation, where such living accommodation is exchange for remuneration in the form of rent payable to the landlord;

"Rooming House" means a building in which living accommodation is provided for at least four (4) persons in separate rooms in exchange of remuneration, each of which may have food preparation facilities and/or sanitary facilities, and may include a lodging house, bachelorette, boarding home or similar accommodations with single room occupancy, however the definition does not include group homes, residential care homes, tourist homes, or hotels;

"Rooming House Bed Unit" means a private room occupied solely by one person or one of the beds occupied by a person inside a shared room, designed or intended for use for living accommodation and may include either but not both culinary or sanitary conveniences accommodation, where such living accommodation is provided in exchange for remuneration in the form of rent payable to the landlord; and

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

1.2 The following schedules form part of this Agreement:

- Schedule "A" Funded Work
- Schedule "B" Charge/Mortgage of Land
- Schedule "C" Legal Opinion
- Schedule "D" Escrow Agreement
- Schedule "E" Subsequent Opinion
- Schedule "F" Notice of 50% Completion
- Schedule "G" Notice of Project Completion
- Schedule "H" Post-Repair Occupancy Report
- Schedule "I" Annual Occupancy Report

and the parties agree that unless the context clearly indicates otherwise, all references in this Agreement to "this Agreement" shall be deemed to include said schedules.

1.3 This Agreement, the Schedules incorporated into it by reference, the Proponent's proposal and the Request for Proposals leading to the entering into of this Agreement and any documents entered into pursuant to this Agreement, constitutes the entire agreement between the parties with respect to the subject matter hereof and all other prior agreements, representations, statements, negotiations and undertakings with respect to such subject matter are superseded hereby.

1.4 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.

ARTICLE 2 GENERAL

2.1 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.

2.2 All references in this Agreement to section numbers are references to sections of this Agreement unless otherwise stated.

**ARTICLE 3
THE PROJECT**

3.1 The Proponent agrees to undertake the Funded Work in an efficient and workmanlike manner within 120 days of the date of execution of this Agreement and to operate the Project, as set out below for the Affordability Period in accordance with the terms and conditions of this Agreement:

The Project:	[address of property]
	PIN: XXXX
	[insert legal description (the "Lands")]
	XX Rooms (the "Rooms")
	XX Bed Units (the "Rooming House Bed Units")
Monthly Occupancy Costs:	At or below XXXX% Average Market Rent

**ARTICLE 4
FUNDING**

4.1 Funds. Subject to the provisions hereof, the City will advance the Funds in the amount of XXXX Dollars (\$0000.00) in accordance with the terms and conditions of the Escrow Agreement, as a grant by way of forgivable loan, to be used solely for the Funded Work set out herein.

4.2 Forgiveness. Provided the Proponent is in good standing with the City under the terms of this Agreement, the principal balance of the Funds will be forgiven by one-fifteenth on each anniversary of the last advance, made to the Proponent's solicitor, pursuant to the Escrow Agreement, until the loan is fully forgiven.

4.3 Repayment. If this Agreement is terminated before the Funds are fully forgiven, the Proponent shall repay to the City the outstanding balance of the Funds as of the date of demand for repayment.

4.4 City Charge. The Proponent shall register or cause to be registered a Charge/Mortgage of Land, on the Lands to secure the obligations of the Proponent hereunder. The Charge/Mortgage of Lands shall be in the amount of XXXX Dollars (\$), and shall be in the form set out in Schedule "B".

4.5 Conditions. The City will make advances of the Funds to the Escrow Agent and/or authorize the payment of Funds from the Escrow Agent to the Proponent upon the Proponent satisfying the following conditions, unless waived in writing by the City:

- (a) the City Charge has been registered and the City has received a legal opinion, substantially in the form of the opinion attached hereto as Schedule "C" from the Proponent's solicitor;
- (b) the Proponent has provided proof, satisfactory to the City, that the property taxes are paid to date for the Lands;
- (c) the Proponent has provided statements from each of the mortgagees having mortgages registered against the title to the Lands, indicating that such mortgages are in good standing;
- (d) the Proponent has provided proof, satisfactory to the City, that all financing required for the completion of the Project has been secured;
- (e) an Escrow Agreement, substantially in the form of the Escrow Agreement attached as Schedule "D" has been executed by the Escrow Agent and the Proponent and delivered to the City;
- (f) the Funded Work has been commenced within one hundred and twenty (120) days of the date of execution of this Agreement;
- (g) the City has received certificates of incumbency of the persons signing on behalf of the Proponent;
- (h) Proponent shall have received all applicable permits for the Funded Work;
- (i) the Proponent shall have provided proof, satisfactory to the City that all major contracts have been entered into in accordance with normal business practices, including using a competitive process, where appropriate. If normal business practices have not been followed, a business case for not following such practices must be submitted to and approved by the City;
- (j) the Proponent has retained to services of a Project Manager;
- (k) the Proponent shall have and is proceeding with a work plan and a capital budget cash flow chart approved by the City;
- (l) the Proponent shall have provided a Certificate of Insurance required pursuant to the terms of this Agreement, if applicable;
- (m) for advances made by the Escrow Agent to the Proponent, the City shall have received a subsequent legal opinion updating the original legal opinion, substantially in the form of the subsequent opinion attached hereto as Schedule "E";

- (n) prior to the second advance of Funds to the Escrow Agent, the Proponent will have provided the City with its Notice of 50% Completion, in the form of the notice attached hereto as Schedule " F";
- (o) prior to the final advance of Funds from the Escrow Agent to the Proponent, the Proponent has provided the City with its Notice of Project Completion, in the form of the notice attached hereto as Schedule "G";
- (p) prior to the final advance to the Escrow Agent, the Proponent shall have provided the City with a Proponent's Post-Repair Occupancy Report, substantially in the form of the report attached hereto as Schedule "H",
- (q) the Proponent has provided such additional information and documentation, as required by the Executive Director, Housing Secretariat, with respect to status of construction and any other matters deemed relevant to the success of the Project; and
- (r) the Proponent shall not be in default (or being in default, the time provided for curing such default has not yet elapsed) under any of the terms and conditions of this Agreement, or any agreement with respect to the construction or operation of the Project, all of which shall be in full force and effect;
- (s) the obligations of the Proponent, as set out in Article 7 of this Agreement continue to be met to the satisfaction of the City;
- (t) the representations and warranties of the Proponent set out in Article 6 hereof shall be true and correct and, if requested by the City, the Proponent shall have delivered a certificate or certificates to such effect; and
- (u) nothing shall have occurred which, in the sole opinion of the Director, could reasonably be expected to have a material adverse effect on the Project or the business, property, assets, liabilities, conditions (financial or otherwise) or prospects of the Proponent.

4.6 No Waiver. The making of an advance or advances, either to the Escrow Agent by the City or by the Escrow Agent to the Proponent, prior to the fulfillment of one or more of the conditions set forth herein shall not constitute a waiver by the City of any such condition, and the City reserves the right to require the fulfillment of each condition prior to the making of any subsequent advance.

4.7 Conditions Solely for the Benefit of the City. All conditions to the obligation of the City to make any advance are solely for the benefit of the City, its successors and assigns, and no other person shall have standing to require satisfaction of any condition and no other person shall be deemed to be a beneficiary of any such condition, any and all of which may be freely waived in whole or in part by the City at any time the City deems it advisable to do so.

**ARTICLE 5
REQUESTING AN ADVANCE OF FUNDS**

5.1 Advance to Escrow Agent. The City will advance funds at three stages to the Escrow Agent pursuant to the terms and conditions of the Escrow Agreement attached hereto as Schedule "D", as follows:

- (a) fifty percent (50%) of the Funds will be paid within forty-five (45) days of the conditions set out in Section 4.5(a) and (b) having been met;
- (b) forty percent (40%) will be paid within forty-five (45) days of the City receiving, a signed Notice of 50% Completion, addressed to the City of Toronto, Metro Hall, 55 John Street 7th Floor, Housing Secretariat, Toronto, Ontario, M5V 3C6, Attention: Chip Au, Manager, Housing Improvement Programs; and
- (c) ten percent (10%) within forty-five (45) days of the later of the receipt by the City of the Proponent's Post Repair Occupancy Report or a signed Notice of Project Completion from the Proponent, substantially in the form of the notice set out in Schedule "G".

5.2 Requesting an Advance from Escrow to the Proponent The Escrow Agent will be instructed, by the City, to make an advance of Funds, to the Proponent, within thirty (30) days of receipt by the City of the following:

- (a) a request, in writing, on the Proponent's letterhead, setting out the amount of the Funds being requested including details of what costs are being claimed (attaching original, notarial or certified copies of invoices); and
- (b) if the request for an advance includes funds for construction costs, the following is required:
 - i. an invoice from the contractor which includes the progress draw date, the amount of previous payments, the amount of the construction lien holdback and the total amount payable;
 - ii. a schedule that shows a breakdown of costs and the percentage of the Funded Work completed;
 - iii. a statutory declaration sworn by an officer of the construction contractor confirming that sub-contractors and suppliers have been paid to date;
 - iv. a Workplace Safety and Insurance Board clearance certificate (where applicable); and
 - v. the Project Manager's confirmation that the work was completed in general conformity with the construction contract, drawings, specifications and the Ontario Building Code and to acceptable building standards and noting (where applicable) the contractor's

entitlement to payment; and

- vi. A statement of cost and funds available to complete the Funded Work, where applicable.

ARTICLE 6 REPRESENTATIONS AND WARRANTIES

6.1 The Proponent represents and warrants that;

- (a) it is duly incorporated under the laws of Ontario or Canada;
- (b) the Board of Directors of the Proponent has authorized the Proponent to enter into this Agreement and such authorization has not been withdrawn, if applicable;
- (c) no member of the House of Commons, Senate, Provincial Legislature and no member of the Council of the City or members of any of its agencies, boards or commissions shall be entitled to any share or part of this Agreement or to any benefit to arise therefrom;
- (d) no individual to whom the City's Code of Conduct for Members of Council, the City's Re-Employment of Former City Employees' Policy or the Employee Conflict of Interest Policy apply, shall derive a direct benefit from this Agreement.

6.2 The Proponent agrees that the City shall be entitled to rely at all times on the representations and warranties set out in this Article.

ARTICLE 7 GENERAL OBLIGATIONS OF THE PROPONENT

7.1 The Proponent shall:

- (a) proceed diligently with the Funded Work, in accordance with a work plan, the capital budget and cash flow expenditure plan, approved by the City and, in any event within one hundred and twenty (120) days of the date of this Agreement;
- (b) ensure the Funded Work is completed within twenty-four (24) months of the date of this Agreement;
- (c) comply with all applicable federal, provincial and municipal laws, regulations and by-laws, and, in particular with the *Construction Act*, R.S.O. 1990, c.30, and its requirement to maintain holdbacks;

- (d) ensure that the Project is kept free and clear of all liens and encumbrances (save and except the City Charge and charges ranking in priority to the City Charge, including but not limited to liens registered pursuant to the *Construction Act*. If a lien is registered against the Project, the Proponent will vacate the lien within ten (10) business days and provided that the lien has been vacated with ten (10) business days, the Proponent will not be considered to be in default of its obligations hereunder. Any orders associated with the Funded Work that are registered on title shall be discharged;
- (e) provide such information, within ten (10) days of such request, with information with respect to the Project, as requested or required by the City, from time to time;
- (f) if requested by the City, provide an audited financial statement setting out the expenditure of the Funds within ninety (90) days of the City's request, if it has been determined that the Proponent will not complete the Funded Work; and
- (g) submit an independent report of a professional engineer, at the cost of the Proponent, should there be any dispute(s) in regard to the performance of the Funded Work.

**ARTICLE 8
OBLIGATIONS OF THE PROPONENT
DURING THE AFFORDABILITY PERIOD**

8.1 The Proponent shall:

- (a) manage the Project so that the Monthly Occupancy Costs for the Project are maintained at or below XXXX% of the Average Market Rent by room type for the Affordability Period;
- (b) provide, annually, on the anniversary of the last advance to the Escrow Agent an Annual Occupancy Report in the form of the report attached hereto as Schedule "I";
- (c) in any year the Proponent 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, S.O. 2006, c.17 or any successor legislation to an amount not to exceed the Average Market Rent;
- (d) operate and maintain the Project described in Article 3, in accordance with the terms and conditions of this Agreement and in a good state of repair fit for occupancy, in a manner to maximize occupancy and as a prudent owner would do;

- (e) meet all of its obligations under the *Residential Tenancies Act.*, 2006, S.O. 2006, c.17;
- (f) not rent a Room in the Project to a shareholder or director of the Proponent, or any individual not at arm's length to the Proponent, shareholder or director of the Proponent unless the Proponent is a non-profit co-operative as defined in the *Co-operative Corporations Act*, R.S.O. 1990, c. C.35, as amended, or is a not-for-profit corporation;
- (g) provide representatives of the City with access to its books, records, and to the Project, subject to any rights of the residential tenants;
- (h) will prepare and provide to the City, a tenant access plan acceptable to the Director, Housing Stability Services, which plan will provide for the acceptance of referrals of tenants to the Project from the Housing Access System; and
- (i) comply with the former City of Toronto Municipal Code, Chapter 285, Rooming Houses, as amended, or the former City of Etobicoke Municipal Code, Chapter 166, Lodging Houses, as amended, where applicable.

ARTICLE 9 FINANCIAL RECORDS AND RIGHT TO AUDIT

9.1 The Proponent shall retain all books, accounts, records (including records related to rent collection and tenant income and eligibility verification), receipts, vouchers and other documents, that pertain to the Funded Work for a period of not less than seven (7) years from the end of each fiscal year of the Proponent to which the records relate.

9.2 The Proponent will make such books, accounts and records available at all reasonable times for audit and inspection by the auditor of the City or anyone designated in writing by the auditor to ensure compliance with the terms and conditions of this Agreement and verify costs claimed by the Proponent.

9.3 The Proponent shall permit the City's representatives to make copies and take extracts from such books and records and shall furnish Canada and/or the City with such additional information as it may require with reference to such books and records.

9.4 For the purposes of this article, audit includes any type of audit.

9.5 This Article shall survive the termination of this Agreement.

ARTICLE 10 INDEMNITY

10.1 The Proponent 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 Project, including without limitation, environmental hazards;
- (c) the obligations of the Proponent hereunder;
- (d) the failure of the Proponent, its officers, consultants, contractors, agents, servants or employees to exercise reasonable care, skill or diligence in carrying out any work in respect of the Funded Work;
- (e) any act or omission of the Proponent, its officers, agents, servants, consultants, contractors, employees or by anyone for whom the Proponent is at law responsible relating to any work or any other thing required to be performed or rendered hereunder by the Proponents;
- (f) all insured and uninsured damage to property installed, property in transit and contractors' tools and equipment while carrying out the Funded Work; and/or
- (g) death or economic loss, caused by or in any way related to any of the Proponent's obligations under this Agreement

provided that the Proponent 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.

10.2 The liability of the Proponent shall be limited to the amount of the Funds advanced to the Proponent.

10.3 For greater clarity, the resource of the City to recover principal, interest, premium, costs of realization, damages or any other monies secured by or owing under or in connection herewith, including under any indemnity (collectively for the purpose of this paragraph only the "Indebtedness" of the Proponent shall be limited and restricted to the right of the City has in the Lands (including insurance proceeds) and the City shall not be entitled to effect realization against any other property or assets of the Proponent (or any other person, corporation, partnership or entity) to cover any deficiency remaining outstanding after such realization. However, the City shall be entitled to name the Proponent in any action, enforcement or proceeding commenced to enforce its rights and to realize against the interest of the Proponent in the Property, but only for the purposes of being able to realize against the Property.

ARTICLE 11 INSURANCE

11.1 “All Risks” Property Insurance. The Proponent shall, at all times during the Affordability Period, insure and keep insured the Project and all other insurable property belonging to the Proponent and from time to time located on the Project in an amount not less than the replacement cost thereof against loss or damage by perils of “all risks” (being the perils from time to time included in the standard “all risks” policy and to the extent available and as would be obtained by a prudent owner of such a Project. If a separate policy of insurance is maintained for the boiler and pressure vessels, the policies will include a Joint Loss Agreement between insurers. The boiler and machinery coverage shall be on a repair and replacement basis, in an amount to reflect the replacement cost of the building and the contents and equipment located on the premises. The City will be included as joint loss payee on the insurance policies required in this Section 11.1.

11.2 Public Liability Insurance. The Proponent shall, at all times during the Affordability Period, maintain or cause to be maintained comprehensive Commercial General Liability insurance including contractual liability on an occurrence basis against claims for personal or bodily injury, death or property damage suffered by others arising in connection with the Project or out of the operations of the Proponent or its sublessees in, on or about the Project, indemnifying and insuring the City and the Proponent and their employees and all others for whom each of them is at law responsible in such amounts and to such extent as a prudent owner of such a Project would, from time to time, carry (which amount shall initially be not less than Five Million Dollars (\$5,000,000.00) and be written on Wrap Up form during any period of construction and thereafter not less than Five Million Dollars (\$5,000,000.00) for any personal or bodily injury, death, property damage or other claim in respect of any one accident or occurrence) and, without limiting the generality of the foregoing, with provisions for cross-liability and severability of interests. During the course of the work or any other construction, the liability insurance required under this Article shall relate to property damage, death or injury arising out of the performance or non-performance of the work or any other construction or related work and shall include non-owned automobile liability insurance. All liability insurance policies shall cover the costs of defence or adjustment of claims over and above money limitations of the policies. The City will be included as an additional named insured on the Commercial General Liability insurance policy which is to be maintained by the proponent following the completion of construction.

11.3 Copies of Policies and Approval of Policies. 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.

11.4 Non-Cancellation. Each of the policies of insurance provided pursuant to this Article shall contain an agreement by the insurer to the effect that it will not cancel or alter or materially change policy, whether by reason of non-payment of premium, non-fulfilment of condition or otherwise, except after thirty (30) clear days’ prior written notice to the City.

11.5 City’s Right to Insure. The Proponent shall advise the City of any cancellation, material alteration or lapse of any policies of insurance required to be provided hereunder. If the Proponent fails to effect and keep such insurance in force, or if such insurance is in an amount less than the amount required under this Article, the City shall have the right, upon notice to the Proponent and without assuming any obligation in connection therewith,

to effect such insurance at the cost of the Proponent and all outlays by the City shall be payable by the Proponent to the City forthwith upon demand without prejudice to any other rights and recourses of the City hereunder. No such insurance taken out by the City shall relieve the Proponent of its obligations to insure hereunder and the City shall not be liable for any loss or damage suffered by the Proponent in connection therewith.

11.6 Loss or Damage. The City shall not be liable for any death or injury arising from, or out of any occurrence in, upon, at, or relating to the Project or damage to property of the Proponent or of others located on the Project, nor shall it be responsible for any loss of or damage to any property of the Proponent or others from any cause, unless and to the extent that any such death, injury, loss or damage, results from the negligence or wrongful acts of the City, its agents, employees, contractors, or others for whom it may, in law, be responsible. Without limiting the generality of the foregoing, the City shall not be liable for any injury or damage to persons or property resulting from fire, explosion, falling plaster, falling ceiling tile, failing fixtures, steam, gas, electricity, water, rain, flood, snow or leaks from any part of the Project or from the pipes, sprinklers, appliances, plumbing works, roof, windows or subsurface of any floor or ceiling of the building or from the street or any other place or by dampness or by any other cause whatsoever. The City shall not be liable for any such damage caused by other Persons on the Project or by occupants of adjacent property thereto, or the public, or caused by construction or by any private, public or quasi-public work. All property of the Proponent kept or stored on the Project shall be so kept or stored at the risk of the Proponent only and the Proponent releases and agrees to indemnify the City and save it harmless from any claims arising out of any damage to the same including, without limitation, any subrogation claims by the Proponent's insurers.

ARTICLE 12 POSTPONEMENTS

12.1 Provided the Proponent 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 Proponent'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 13 DEFAULT

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

- (a) the Proponent has failed to proceed with the Funded Work within 120 days of the signing of this Agreement, except where such failure is due to causes which, in the opinion of the City, are beyond the control of the Proponent;

- (b) the Proponent has failed to complete the Project within twenty-four (24) months of the date of this Agreement as stipulated in Subsection 7.1(b), or such other date as agreed to by the City;
- (c) the Proponent failed to meet its obligations under Articles 7 and 8 of this Agreement;
- (d) an order is made or resolution is passed for the winding up or dissolution of the Proponent, or the Proponent is dissolved;
- (e) the Proponent becomes bankrupt or insolvent or takes the benefit of any act now or hereafter in force for bankrupt or insolvent debtors or fails any proposal or makes any assignment for creditors or any arrangement or compromise; or
- (f) a receiver or receiver-manager is appointed for the Project by a creditor other than the City;

13.2 If an event of default occurs and:

- (a) the breach has not been remedied within 30 days of receipt by the Proponent of written notice of the default or within such longer period as or is reasonably required provided the remedy is being diligently pursued; or
- (b) a plan satisfactory to the Director to remedy the default has not been implemented within the time period specified in the notice,

the City may, in its absolute discretion, without restricting any remedies otherwise available, immediately terminate the Agreement by giving written notice to the Proponent.

13.3 If the City gives the Proponent written notice of an event of default, the City may suspend any further payment under this Agreement until the default is remedied.

13.4 Upon providing a notice of termination, the City shall have no obligation to make any further advances to the Proponent.

ARTICLE 14 REMEDIES

14.1 If the Proponent is in breach of any part of this Agreement and the breach has not been remedied in accordance with Section 13.2 of this Agreement, in addition to the remedies set out in Article 13, the City may require the repayment of the Funds.

14.2 All rights and remedies of the City under this Agreement shall be cumulative and not alternative.

**ARTICLE 15
CONFIDENTIALITY**

15.1 The Proponent, its officers, agents and employees shall treat all information which is obtained by the Proponent through its performance of this Agreement, as confidential and shall not disclose same, unless required by law, other than in accordance with this Agreement, without the prior written approval of the City.

15.2 Notwithstanding Section 15.1, the Proponent may disclose information to any mortgagee, its lawyers, accountants and other professionals, provided that such persons require the information in order to properly perform their duties.

15.3 The Proponent shall not, unless required by law, release information pertaining to tenants and applicants for tenancy at the Project to third parties without first obtaining the written consent of the affected tenant or applicant.

15.4 The collection, use and disclosure of information by the City shall be governed by MFIPPA.

**ARTICLE 16
PUBLIC ACKNOWLEDGEMENT OF FUNDS**

16.1 The Proponent shall ensure that in any and all communication activities, internet web site information, publications, advertising, signs and press releases referring to the Project, there is included an appropriate acknowledgement, in accordance with the guidelines and instructions provided by the City to the Proponent, of the contributions made by all three levels of government. The Proponent shall notify the City in advance of any and all communication activities, publications, advertising and press releases.

16.2 The Proponent agrees to display such signs, plaques or symbols as one or more of the three levels of government may provide in such locations on its premises as the City may designate.

16.3 The Proponent shall co-operate with representatives of all three levels of government during any official ceremonies relating to the promotion of the Project.

**ARTICLE 17
DISPUTE RESOLUTION**

17.1 The City and Proponent agree that alternate dispute resolution processes such as mediation, appointment of a neutral third party evaluator or arbitration may be preferable to litigation as a way to resolve disputes that may arise under this Agreement and they agree to give good faith consideration to having resort to an alternate dispute resolution process before initiating legal or other proceedings to deal with any such disputes.

17.2 In the event the parties agree to arbitration, the arbitration shall be governed by the provisions of the *Arbitrations Act, 1991*, S.O. 1991 c.17.

**ARTICLE 18
NOTICES**

18.1 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
55 John Street, 7th Floor, Metro Hall
Toronto, ON M5V 3C6
Attention: Executive Director, Housing Secretariat
Fax No: (416) 392-4219

with a copy to the City Solicitor, at

55 John Street
Stn.1260, 26th Floor, Metro Hall
Toronto, ON M5V 3C6
Attention: City Solicitor
Fax No: (416) 397-5624

(b) **if to the Proponent, at:**

[insert address of Proponent]

Attention:
Email:
Fax:

18.2 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.

18.3 Any Notice permitted or required to be given by the City may be given by the Deputy City Manager. However, the Deputy City Manager specifically reserves the right to submit the issue of the giving of any Notice, or of the contents of any Notice, to City Council for its determination.

18.4 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.

18.5 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 19 CONTRACTUAL STATUS OF THE PARTIES

19.1 The Proponent shall be solely responsible for the payment of any person or entity employed, engaged or retained by the Proponent for the purpose of carrying out the Funded Work or otherwise assisting it in the discharge of its obligations under this Agreement.

19.2 The Proponent shall ensure that any contract entered into by it in respect of the Funded Work is in its own name and is in no way purports to be binding upon the City.

19.3 The Proponent 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 Funded Work.

19.4 The parties agree that, in respect of the Funded Work, the City is not an "Owner" within the meaning of the *Construction Act*.

ARTICLE 20 UNCONTROLLABLE CIRCUMSTANCES

20.1 Except as expressly provided for in this Agreement, neither party shall be liable to the other party for any loss, damage or delay to the extent it results from an uncontrollable circumstance if such circumstance is neither caused by the default or act of commission or omission of such party nor avoidable by the exercise of reasonable effort or foresight provided that nothing excuses a delay caused by lack of funds or other financial circumstances or excuses a party from payment of any amount payable hereunder when due.

20.2 For the purpose of this article, the words "uncontrollable circumstance" means any force majeure, strike, walkout, labour dispute, civil commotion, war or similar event, invasion, the exercise of military power, act of God, change in laws, government regulations or controls, court order, or any cause beyond the reasonable control of the party, unless any such lack of control results from deficiency in financial resources.

**ARTICLE 21
GENERAL PROVISIONS**

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

21.2 In this Agreement, words in or implying the singular include the plural and vice versa, and words having gender include all genders.

21.3 The insertion of headings and the division of this Agreement into articles and subdivisions thereof is for convenience of reference only and shall not affect the interpretation hereof.

21.4 Any reference in this Agreement to an "article" or any subdivision thereof shall, unless the context otherwise requires, be taken as a reference to the correspondingly-labelled provision of this Agreement.

21.5 Time shall in all respects be of the essence of all matters provided for in this 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 Proponent, or by their respective solicitors, who are expressly appointed for that purpose.

21.6 The waiver by a party of strict compliance or performance of any of the terms and conditions of this Agreement or of any breach on the part of any other party shall not be held or deemed to be a waiver of any subsequent failure to comply strictly with or perform the same or any other term or condition of this Agreement or of any breach thereof.

21.7 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.

21.8 This Agreement shall not be assigned by the Proponent without the prior written consent of the Director, which consent may be withheld or given subject to such terms and conditions as the Director deems appropriate.

21.9 Should any provision of this Agreement be declared or found to be illegal, unenforceable, legally ineffective or void, then each party shall be relieved of any obligation arising from such provision, but the balance of this Agreement, if capable of performance, shall remain in full force and effect.

21.10 This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario.

21.11 Each obligation of the City or of the Proponent expressed in this Agreement, even though not expressed as a covenant, is considered to be a covenant for all purposes.

21.12 The covenants, representations, warranties and indemnity of the Proponent set forth in this Agreement shall survive the expiry of the Affordability Period.

21.13 Wherever any consent, agreement or approval of the City is required under the terms of this Agreement, unless otherwise provided and subject to any specific provision respecting such consent, agreement or approval, the City shall not unreasonably or arbitrarily withhold its consent, agreement or approval.

21.14 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.

21.15 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.

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 affixed their respective corporate seals attested to by the hands of their proper signing officers in that behalf duly authorized.

DATED this day of , 20 .

Authorized by Planning and Housing Committee,
Item PH7.6, as adopted by City of Toronto Council
on July 16, 17 and 18, 2019.

CITY OF TORONTO

Per: _____
Name: Sean Gadon
Title: Executive Director,
Housing Secretariat (Interim)

DATED this day of , 20 .

[NAME OF PROPONENT]

Per: _____

Name:

Title:

I have authority to bind the corporation

APPROVED AS TO FORM

.....
For Wendy Walberg
City Solicitor

File #

SCHEDULE "A"
FUNDED WORK

XXXXXXXXXX as outlined in the Proponents proposal.

SCHEDULE "B" CHARGE/MORTGAGE

LRO # 80 Charge/Mortgage

In preparation on 2016 07 18 at 15:12

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 PROPONENTS NAME
Acting as an individual

Address for Service Proponents address for service

I, xxxxxxxx, 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, 26th Floor
Toronto, Ontario
M5V 3C8

Attention: City Solicitor & Affordable Housing Office

Statements

Schedule:

Provisions

Principal \$ 500,000.00 Currency CDN

Calculation Period

Balance Due Date

Interest Rate

Payments

Interest Adjustment Date

Payment Date

First Payment Date

Last Payment Date

Standard Charge Terms 200033

Insurance Amount full insurable value

Guarantor

Additional Provisions

***** THIS IS AN EXAMPLE ONLY *****

MORTGAGE/CHARGE OF LAND PROVISIONS
(*electronic version available on request*)

Additional Provisions

- (a) 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 Toronto Renovates Funding 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.
- (b) 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.
- (c) Paragraph 14 of the set of Standard Charge Terms filed as number 200033 on November 3, 2000 and forming part of this Charge is hereby deleted and the following substituted therefor:
 - "14. If the Chargor offers, lists, advertises, sells, transfers, disposes of, leases, licenses, mortgages, charges, encumbers or holds out or offers for sale, lease, licence, or disposal the land or any part, or permits any mortgage, charge or other encumbrances to remain outstanding in respect of the Land or any part or revises, alters, renews or amends any mortgage, charge or encumbrance or otherwise deals with the Land or any part other than in accordance with the Agreement, the principal amount secured by this Charge, or such lesser amount as may be outstanding pursuant to the provisions of the Agreement shall, at the option of the Chargee, immediately become due and payable. PROVIDED that no permitted sale or other dealing by the Chargor with the Land or any part shall in any way change the liability of the Chargor or in any way alter the rights of the Chargee as against the Chargor or any person liable for payment of the monies hereby secured."
- (d) Paragraph 16 of the set of Standard Charge Terms filed as number 200033 on November 3, 2000 and forming part of this Charge is hereby deleted and the provisions of section 12 of the Agreement are substituted therefor.
- (e) It is understood an agreed that notwithstanding anything in the standard charge terms made part of this Charge or any provisions of any other document or certificate or security provided in connection with this Charge, the Chargor shall not be obligated or liable to repay all or any portion of the indebtedness hereunder including principal, interest, premium, costs of realization, damages or any other monies secured by owing under or in connection herewith, including under any indemnity (collectively for the purpose of this paragraph only the "Indebtedness") and that the

recourse of the Chargee to recover the Indebtedness shall be limited and restricted to the right of the Chargee to enforce its security solely against the charged property and the rents, chattels and proceeds (including insurance proceeds) relating to the charged property and to realize against the interest of the Charge or in the charged property and the proceeds thereof, and that the Chargee shall not be entitled to effect realization against any other property of assets or the Chargor (or any other person, corporation, partnership or entity) any deficiency remaining outstanding after such realization.

SCHEDULE "C"
LEGAL OPINION

(electronic version available on request)

[TO BE ON LETTERHEAD OF SOLICITOR FOR PROPONENT]

DATE

City of Toronto
Legal Division
Station 1260
26th Floor, Metro Hall
55 John Street
Toronto, Ontario M5V 3C6

Attention: Wendy Walberg, City Solicitor

Re: City of Toronto (the "City") and []
(the "Proponent") property located at []
Ontario (the "Property")

We have acted as solicitors to the Proponent in connection with the giving of this opinion and all matters herein described.

We have assisted in the preparation of and acted in connection with the authorization, execution, issuance and delivery by the Proponent of the following documents:

- (a) Contribution Agreement dated _____ between the City and the Proponent ("the Agreement"); and
- (b) a Leasehold Charge/Mortgage of Land in the principal amount of [] (the "Charge"); and
- (c) the giving of this opinion and on all matters herein described.

The Charge has been given in favour of the City for the obligations of the Proponent from time to time under the Agreement. All other capitalized terms used herein, but not otherwise defined herein, shall have the meanings ascribed to such terms in the Agreement, unless otherwise specified.

We have examined such corporate records and have made such other searches and enquiries and considered such questions of law as we have considered necessary or desirable for the purposes of the opinions hereinafter expressed. In our examination of all documents, we have assumed:

- (a) the genuineness of all signatures, the requisite legal capacity of all individuals, the authenticity of all documents submitted to us as originals and the conformity to originals of all documents submitted to us as photocopies, facsimile, certified or notarial copies thereof and that all facts set forth in the official public records, indices and filing systems and all certificates supplied by public officials or otherwise conveyed to us by public officials are complete, true and accurate;
- (b) that each party to the Agreement and the Charge was in existence when the Agreement and Charge were executed and delivered and had the power and capacity to enter into the Agreement and Charge;
- (c) that each of the Agreement and the Charge has been duly authorized, executed and delivered by each party thereto (whether or not a signatory thereto); and
- (d) that each of the Agreement and the Charge is a legal, valid and binding obligation of each party thereto other than the Proponent.

We have examined title to the Property and attended to the registration of the Charge, in the Land Registry Division of the Toronto Land Titles Office (No. 66) (the "Land Titles Office"). The detail of all such registration is set out in Schedule "A" attached to this letter and the duplicate registered copy of the Charge is enclosed.

We are solicitors qualified to carry on the practice of law in the Province of Ontario and we express no opinion as to any laws other than the laws of the Province of Ontario and the federal laws of Canada applicable in the Province of Ontario in force on the date of this opinion.

Based upon the foregoing and subject to the qualifications set out below, we are of the opinion that as of the date of registration of the Charge:

1. the Proponent is a subsisting body corporate under the laws of the Province of Ontario, with the necessary powers to borrow the monies secured by the Charge;
2. the Proponent has good and valid marketable leasehold title to the Property, free from all encumbrances or claims of any nature whatsoever, subject only to the qualifications and the Permitted Encumbrances set out in Schedule "B" attached to this letter (the "Permitted Encumbrances");
3. the Charge constitutes a good and valid [second] charge of the Proponent's interest in the Property and all right, title and interest of the Proponent therein, enforceable by the City in accordance with its terms, subject only to the Proponent's right of redemption thereunder and otherwise at law and equity, the Permitted Encumbrances;
4. there are no executions outstanding in the hands of the Sheriff of the City of Toronto which affect the Proponent or the [leasehold] title to the Property and, to the best of our knowledge, without having made independent enquiry, there are no actions or proceedings pending or threatened against the Proponent, before any court or administrative agency;
5. there are no arrears in the payment of taxes with respect to the [leasehold] Property; and

6. the Property has not escheated to the Crown.

The opinions expressed above are subject to the following qualifications:

1. the enforceability of the Agreement and the Charge may be limited by applicable bankruptcy, winding up, insolvency, arrangement, fraudulent preference and conveyance, assignment and preference and other similar laws of general application affecting the enforcement of creditor's rights;
2. the enforceability of the Agreement and the Charge may be limited by general principles of equity and the obligation to act in a reasonable manner and no opinion is expressed regarding the availability of any equitable remedy (including those of specific performance, injunction and relief from forfeiture) which remedies are only available in the discretion of a court of competent jurisdiction;
3. a court may decline to accept the factual and legal determinations of a party notwithstanding that a contract or instrument provides that the determinations of that party shall be conclusive;
4. no opinion is given as to the enforceability of any provision of the Agreement and the Charge providing for the severance of illegal or unenforceable provisions from the remaining provisions of the Agreement and the Charge;
5. whenever an obligation, act, agreement or instrument is expressed to be "enforceable" or "legal, valid and binding" or words of like effect, we mean that such obligation, act, agreement or instrument is capable of being given legal effect; we express no opinion as to any factors such as financial capacity or title to assets which may make such obligation, act, agreement or instrument unenforceable in fact;
6. the enforceability of the Agreement or Charge entitling the City to exercise rights or remedies as a result of a default thereunder may be limited by applicable laws requiring creditors and secured parties to give obligors a reasonable time to raise money to pay the indebtedness owing by the obligors prior to taking any action to exercise such rights or remedies;
7. the enforcement of the Agreement and Charge are subject to:
 - a) applicable limitations periods;
 - b) the statutory power of a court to grant relief from forfeiture;
 - c) the discretion which a court may reserve to itself to decline to hear an action if it is contrary to public policy for it to do so or if it is not the proper forum to hear such action;
 - d) limitations on the right of a party to enforce an agreement on the basis of a default of a minor or non-substantive nature; and
 - e) limitations upon the right of a party to accelerate the maturity of any indebtedness without reasonable notice to the indebted party.

8. provisions of the Agreement or the Charge which provide that delay or failure by a party to exercise any right, remedy or option will not operate as a waiver thereof may not be enforceable;
9. provisions of the Agreement or the Charge which provide for the waiver of certain legal or equitable rights or which absolve or purport to absolve a party from responsibility for its acts may not be enforceable;
10. a court may require discretionary powers expressed to be conferred on the City in the Agreement or the Charge to be exercised reasonably and in good faith notwithstanding any provision to the contrary and may decline to accept as conclusive factual or legal determinations described as conclusive therein;
11. the effectiveness of terms exculpating a party from a liability or duty otherwise owed by it to another and certain remedial terms, and waivers of equitable defences provided for in the Agreement or the Charge, are limited by law;
12. the enforcement of provisions in the Agreement or the Charge providing for the recovery of expenses and costs is subject to the discretion of the courts;
13. notwithstanding any provision of the Agreement or the Charge, any certificate or determination provided thereunder may be subject to challenge in a court on the grounds of fraud, collusion, mistake on the face of the certificate, or mistake on the basis that the certificate differed in a material respect from the certificate contemplated in such provision;
14. we express no opinion as to the enforceability of any provision of the Agreement or the Charge to the effect that:
 - a) modifications, amendments or waivers of or with respect to the Agreement or the Charge that are not in writing will be ineffective;
 - b) relate to delay or omission in the enforcement of remedies by or on behalf of the City;
 - c) purport to appoint any person or an officer or employee thereof as attorney or agent to act on behalf of any other person;
 - d) purport to bind or affect, or confer a benefit upon persons who are not parties to the Agreement or the Charge;
 - e) provide for agreement at a later date;
 - f) purport to restrict the access to, or waive the benefit of, legal or equitable remedies or defences;
 - g) purport to waive or affect any rights to notices; or
 - h) provide a non-judicial foreclosure or self-help remedies or relate to delay or omission of enforcement of remedies.

15. no opinion is expressed as to the enforceability of any provisions in any of the Agreement or Charge which provide for obligations, rights or remedies which are inconsistent with any other provisions of the Agreement or the Charge or subject or subordinate to, or overridden by, other provisions in the Agreement or Charge;
16. rights of indemnification provided for in the Agreement or the Charge may be limited under applicable law;
17. we express no opinion as to compliance, and the effect of non-compliance, with any privacy laws; and
18. a receiver, manager or receiver-manager appointed under the Agreement or the Charge may, for certain purposes, be held by a court of competent jurisdiction to be acting as an agent or attorney of the City and not as an agent or attorney of the Proponent notwithstanding terms to the contrary therein;

Notwithstanding that our fee for this opinion will be paid by the Proponent, and that we have acted for the Proponent in this transaction, we acknowledge that the City is relying upon this opinion letter and the opinions expressed herein and consent and agree to such reliance

Yours truly,

Solicitor

SCHEDULE "C-A"

The Agreement and the Charge registered on title to the Property in the Land Titles Office for the Toronto Land Titles Office (No. 66):

Charge registered on _____, 201__ as Instrument No. _____.

SCHEDULE "C-B"

Permitted Encumbrances:

City of Toronto Charge.

[list of other encumbrances to follow]

SCHEDULE "D"

ESCROW AGREEMENT

THIS AGREEMENT made as of this ____ day of _____, 201__

A M O N G:

CITY OF TORONTO
(hereinafter referred to as the "City")

- and -

(hereinafter referred to as the "Proponent")

- and -

_____, Barristers and Solicitors
(hereinafter referred to as the "Escrow Agent")

WHEREAS the City and the Proponent have entered into an Toronto Renovates Funding Agreement dated as of the ____ day of _____, 201__ , (the "TRFA"), under which the City has agreed to fund certain repairs, renovations and/or accessibility modifications to the building located at _____, Toronto (the "Funded Work").

AND WHEREAS it has been deemed expedient to have the Funds (as defined in the TRFA) disbursed, by the Proponent's solicitor on the terms and conditions established by the City; and

AND WHEREAS those terms and conditions are set out in this Escrow Agent.

IN CONSIDERATION of the mutual covenants and premises contained in this agreement the parties agree as follows:

1. Delivery of Property – The "Escrow Funds"

- (a) The City agrees to deposit with the Escrow Agent, in trust, XXXXXX DOLLARS (\$0,000,000.00), (being 50% of the Funds) within forty-five (45) days of receipt by the City of a copy of the City Charge, a signed copy of the Toronto Renovates Funding and this Escrow Agreement and the legal opinion, registration of the City Charge as that term is defined in the TRFA.

- (b) The City agrees to deposit with the Escrow Agent, in trust, XXXXXX DOLLARS (\$0,000,000.00), (being 40% of the Funds) within forty-five (45) days of receipt by the City and the Notice of 50% Completion (attached to the TRFA as Schedule "F") to the City of Toronto, Metro Hall, 55 John Street, 7th Floor, Affordable Housing Office, Attention Chip Au, Manager, Housing Improvement Programs.
- (c) The City agrees to deposit with the Escrow Agent, in trust, XXXXXXXX DOLLARS (\$0,000,000.00), (being 10% of the Funds) within forty-five (45) days after the receipt by City of the later of Notice of Project Completion (attached to the TRFA as Schedule "G" and the Post-Repair Occupancy Report (attached to the TRFA as Schedule "H").
- (d) The Escrow Agent will acknowledge receipt of the Escrow Funds by providing the City with an Acknowledgement, in the form of the Escrow Agent's Acknowledgement of Receipt and Obligation attached hereto as Schedule "A".
- (e) The Escrow Fund shall not be released from escrow, transferred within escrow or dealt with in any other manner whatsoever except pursuant to the terms and conditions of the TRFA and this agreement.

2. Instructions to Escrow Agent

- (a) The Escrow Agent, if so instructed by the Proponent, shall keep the Escrow Fund invested in an interest bearing account. All interest is to accrue to the benefit of the Proponent. The Escrow Agent may rely on instructions from the Proponent as to the terms and conditions of such investment with the Escrow Agent's bank.
- (b) The Proponent shall be entitled to advances from the Escrow Fund upon receipt by the Escrow Agent of written confirmation from the City that the Proponent's request for an advance under the terms of the TRFA entered into between the City and the Proponent with respect to the Funded Work has been approved by the City and the amount of the approved advance.
- (c) In the event a default pursuant to the terms of the TRFA occurs, and the default remains uncured past the date given in the notice of default served on the Proponent, the City shall be entitled to demand the return of the balance of the Escrow Fund, including any and all unpaid accrued interest., pursuant to the dispute resolution process set out below.

3. Dispute Resolution

- (a) On receipt of a written demand for the Escrow Fund or a portion thereof (as applicable) made by the City or the Proponent pursuant to this Agreement, the Escrow Agent shall promptly mail a copy of it (by registered mail, return receipt requested) to the other party. The other party shall have the right to object to the delivery of the Escrow Fund or a portion thereof (as applicable), by delivery to the Escrow Agent of written notice of objection within 28 days after the date of the Escrow Agent's mailing of the copy to the other party, but not after. On receipt of the notice of objection, the Escrow Agent shall promptly mail a copy of it (by registered mail, return receipt requested) to the party who made the written demand.

- (b) In the event that the Escrow Agent shall have received a notice of objection as provided in this agreement within the time prescribed, or any disagreement or dispute shall arise among any of the parties, whether or not litigation has been instituted, then in any event, at the Escrow Agent's option:
- (i) the Escrow Agent may refuse to comply with any claims or demands on it and continue to hold the Escrow Fund or a portion thereof (as applicable) until the Escrow Agent receives written notice signed by the City and the Proponent directing the disbursement of the Escrow Fund or a portion thereof (as applicable), in accordance with said direction;
 - (ii) in the event the Escrow Agent shall receive a written notice advising that litigation over entitlement to the Escrow Fund or a portion thereof (as applicable) has been commenced, the Escrow Agent may pay the Escrow Fund or a portion thereof (as applicable) into the court in which such litigation is pending; or
 - (iii) the Escrow Agent may (but shall not be required to) take such affirmative steps as it may, at its option, elect in order to substitute another impartial party to hold the Escrow Fund or to pay the Escrow Fund into a court of competent jurisdiction and/or to commence an action, the costs of it to be borne by whichever of the City or the Proponent is the losing party, and the Escrow Agent shall be released of any and all liability with respect to the Escrow Fund. The City and the Proponent jointly and severally agree to reimburse the Escrow Agent for any and all expenses incurred in the discharge of its duties under this paragraph including, but not limited to, solicitor's fees (either paid to retained solicitor or amounts representing the fair value of legal services rendered to itself).
- (c) All mailings and notices required hereunder shall be addressed to the party to receive the notice at the address set out below.

4. Limitations on Duties and Liabilities of Escrow Agent

- (a) The Escrow Agent shall not have any duties or responsibilities except those set forth in this paragraph and shall not incur any liability in acting on any signature, notice, request, waiver, consent, receipt or other paper or documents believed by the Escrow Agent to be genuine and the Escrow Agent may assume that any person purporting to give it any notice on behalf of any party in accordance with the provisions of this agreement has been duly authorized to do so.
- (b) In the event of the death of any person who may be a party to this agreement, all parties shall deem and treat the legal representatives of the deceased party's estate as the successor in interest of the deceased person for all purposes of this paragraph.
- (c) The Escrow Agent shall not be responsible for any act or failure to act on its part except in the case of its own willful default or gross negligence. The Escrow Agent shall be automatically released from all responsibility and liability under this agreement on the Escrow Agent's delivery or deposit of the Escrow Fund, in accordance with the provisions of this Agreement.

- (d) The City and Proponent agree that if either shall, pursuant to this Agreement, deliver to the Escrow Agent a written demand for the Escrow Fund to be paid other than in accordance with Section 2(c) hereof, or the balance thereof remaining, the party making the demand shall, promptly after delivering the demand to the Escrow Agent, deliver a copy of the demand to the other party, together with a statement of the facts and circumstances underlying the demand, provided however, that nothing in this subsection shall have any effect on the Escrow Agent's rights, duties and obligations under the preceding parts of this paragraph.
- (e) The City acknowledges that the Escrow Agent is the solicitor for the Proponent and may continue to represent the Proponent even if there is a dispute between the City and the Proponent with respect to the Escrow Fund so long as the Escrow Agent continues to comply with the terms and conditions of this Agreement insofar as they relate to the Escrow Fund.

5. Substitute for Escrow Agent

In the event the Escrow Agent is no longer willing or able to carry on its duties hereunder, the parties hereto agree that the Proponent shall select a new Escrow Agent to act in the place and stead of the Escrow Agent hereunder. If the City approves the new Escrow Agent, the current Escrow Agent is hereby authorized and directed by the parties to deliver the Escrow Fund (or such part thereof then held by the Escrow Agent) and any notices and correspondence received or sent with respect to the Escrow Fund to the new Escrow Agent, within a reasonable time after it is determined that it cannot or is unable to continue acting as escrow agent and the Escrow Agent shall thereupon be released of any and all liability with respect to the Escrow Fund.

6. Payment to Escrow Agent

All Fees and disbursements of the Escrow Agent are payable by the Proponent.

7. Addresses for Service

Notice to the City shall be sent to:

City of Toronto

55 John Street, Metro Hall, 7th Floor
Toronto, Ontario M5V 3C6

Attention: Executive Director, Housing Secretariat
Fax No.: (416) 392-4219

with a copy to:

Notice to the Proponent shall be sent to: Address

with a copy to:

Notice to Escrow Agent shall be sent to: Address

8. Counterpart

This agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement.

DATED at the City of Toronto, this _____ day of _____, 20__

CITY OF TORONTO

Name: Sean Gadon
Title: Executive Director (Interim),
Housing Secretariat

DATED at the City of Toronto, this _____ day of _____, 20__ .

[NAME OF PROPONENT]

Name:
Title:
I have authority to bind the corporation

DATED at the City of Toronto, this _____ day of _____, 201__

[NAME OF ESCROW AGENT]

APPROVED AS TO FORM

For City Solicitor

Name:

Title:

I have authority to bind the Firm

SCHEDULE "D-A"**Escrow Agent's Acknowledgment of Receipt and Obligation**

(electronic version available on request)

The Escrow Agent hereby acknowledges receipt of [50%, 40% or 10%] of the Escrow Funds in the amount of \$_____ for [name of proponent & project address] delivered to it on the _____ day of _____, 201__ , and also acknowledges the instructions contained in the said Escrow Agreement and agrees with all parties to hold the Escrow Fund in escrow and to deliver them only pursuant to the terms and conditions of the Escrow Agreement.

[name of escrow agent]

SCHEDULE "E"
SUBSEQUENT OPINION

DATE

City of Toronto
Legal Service
55 John Street, Metro Hall
Station 1260, 26th Floor
Toronto, Ontario M5V 3C6

Attention: Wendy Walberg, City Solicitor

Dear Sir/Madame,

**Re: City of Toronto and [Proponents name]
Project's Address – # of advance**

Further to your letter dated [Date], we wish to advise that we conducted a sub-search of the above noted property and confirm that there were no construction liens registered against the property as of [Date].

We confirm that there are no executions against the Borrower and the City's priority remains in place. We enclose a copy of the PIN report for your records and an execution certificate against the Borrower.

Yours very truly,

Proponent's Solicitor

Enclosures

SCHEDULE "F"
NOTICE OF 50% COMPLETION

The undersigned hereby confirms that the Funded Work has reached 50% completion or

will reach 50% completion by _____ at the following
[insert date]

location(s) _____
[insert property address]

[NAME OF PROPONENT]

Name:
Position:

Print name and position of authorized person.

To be addressed to:

City of Toronto, Metro Hall
55 John Street, 7th Floor
Housing Secretariat
Toronto, Ontario M5V 3C6

Attention: Chip Au
Manager, Housing Improvement
Programs

SCHEDULE "G"
NOTICE OF PROJECT COMPLETION

The undersigned hereby confirms that Funded Work was substantially completed

on _____ at the following location
[Insert Date]

[Insert Property Address]

[NAME OF PROPONENT]

Name:

Position:

Print name and position of authorized person.

To be addressed to:

City of Toronto, Metro Hall
55 John Street, 7th Floor
Housing Secretariat
Toronto, Ontario M5V 3C6

Attention: Chip Au
Manager, Housing Improvement
Programs

SCHEDULE "H"

TORONTO RENOVATES POST-REPAIR OCCUPANCY REPORT

Unit Type	Total Funded Units	Actual Rent to be Charged per Month	CMHC Average Market Rent (AMR)

Project Certification

I certify, to the best of my knowledge, that the information provided above is true and correct. I hereby authorize the City of Toronto to review the rent roll from appropriate source(s) if deemed necessary.

[Name of Proponent:]

by: _____
 Name:
 Title:

Date: _____

SCHEDULE "I"

TORONTO RENOVATES ANNUAL OCCUPANCY REPORT

Unit Type	Total Funded Units	Previous Year (20XX)		Current Year (20XX)		
		Actual Rent per Unit per Month	RTA Permitted Increase per Unit	Actual Rent per Unit per Month	Actual Rent Increase	CMHC Average Market Rent (AMR)

Project Certification

I certify, to the best of my knowledge, that the information provided above is true and correct. I hereby authorize the City of Toronto to review the rent roll from appropriate source(s) if deemed necessary.

[Name of Proponent:]

by: _____
 Name:
 Title:

Date: _____

Appendix 6- 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

Appendix 7- Declaration Confirming the Absence of Any Conflicts of Interest

I,
Applicant Name or an Authorized Signing Officer Name (Print - First, Last)
<p>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 rental 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.</p> <p>Further, I understand that the City of Toronto reserves the right to verify any information provided in the Application.</p> <p>Applicant Signature:</p>
Applicant Name (First, Last):
Date (yyyy-mm-dd):

Appendix 8- 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: _____
_____	Fax Number: _____
Authorized Signing Officer Name or Applicant Name (First, Last) _____	Position Title: _____
Signature: _____ <small>Authorized Signing Officer or Applicant</small>	Date (yyyy-mm-dd): _____

For Office Use

Group/Vendor/Individual: _____ Date: _____

Appendix 9- 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.

Appendix 10- 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

State if environmentally preferred products are being used: Yes No

We encourage the use of environmentally preferred products.

Appendix 11- Call For Applications Terms and Conditions

(i) Applicant's Responsibility

It shall be the responsibility of each Applicant:

- to examine all the components of the Call for Applications, including all appendices, forms and addenda;
- to acquire a clear and comprehensive knowledge of the requirements before submitting an Application;
- to become familiar, and (if it becomes the successful Applicant) comply, with all of the [City's Policies and Legislation](#) set out on the City of Toronto website at www.toronto.ca/calldocuments/policy.htm

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

(ii) City Contracts and Questions

The City invites questions concerning this Call for Applications in writing. All questions should be sent by email to Sean Gadon at sean.gadon@toronto.ca.

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 Call for Applications, and any Applicant who uses any information, clarification or interpretation from any other representative does so entirely at the Applicant's own risk. Not only shall the City not be bound by any representation made by an unauthorized person, but any attempt by an Applicant to bypass the Call for Applications process may be grounds for rejection of its Application.

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

Applicants should be aware that communications in relation to this Call for Applications outside of those permitted by the applicable procurement policies and this Call for Applications 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.

(iii) City Contracts and Questions (cont'd)

In addition, the City's Procurement Processes Policy provides that any Applicant found in breach of the policy may be subject to disqualification from this Call for Applications or a future Call for Applications 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:

www.toronto.ca/citybusiness/pdf/policy_procurement_process.pdf

www.toronto.ca/legdocs/municode/1184_140.pdf

www.toronto.ca/lobbying/pdf/interpretation-bulleting_lobbying-procurements.pdf

(iv) Addenda

If it becomes necessary to revise any part of this Call for Applications, the revisions will be by Addendum posted electronically in Adobe PDF format on the City's website at www.toronto.ca/affordablehousing. The City will post Addenda with all questions and answers on the Affordable Housing website. Questions should be sent by email to Sean Gadon at sean.gadon@toronto.ca.

The City reserves the right to revise this Call for Applications up to 12 pm (noon) on the closing date of the Call for Applications. When an Addendum is issued the date for submitting Applications may be revised by the City if, in its opinion, the City determines more time is necessary to enable Applicants to revise their Applications. Applicants and prospective Applicants should monitor the website www.toronto.ca/affordablehousing as frequently as they deem appropriate, until the day of the deadline.

All Applicants must acknowledge receipt of all Addenda in the space provided on the Application Submission Form.

(v) Exceptions to Mandatory requirements, Terms and Conditions

If an Applicant wishes to suggest a change to any mandatory requirement, term or condition set forth in any part of this Call for Applications, it should notify the City in writing not later than the deadline for questions. The Applicant 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 Application that takes exception to or does not comply with the mandatory requirements, terms and conditions of this Call for Applications will be rejected.

(vi) Omissions, Discrepancies, and Interpretations

An Applicant who finds omissions, discrepancies, ambiguities or conflicts in any of the Call for Applications documentation or who is in doubt as to the meaning of any part of the Call for Applications 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 Call for Applications documents.

(vii) Incurred Costs

The City will not be liable for, nor reimburse, any Applicant, as the case may be, for costs incurred in the preparation, submission or presentation of any Application, 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 Application shall not render the City liable for any costs or damages to any firm that submits an Application.

(viii) Post-submission Adjustments and Withdrawal of Applications

No unilateral adjustments by Applicants to submitted Applications will be permitted.

The Applicant may withdraw its Application at any time prior to 12:00 noon on the closing date of the Call for Applications by notifying the contact for the Housing Secretariat designated in this Call for Applications in writing on company letterhead or in person, with appropriate identification. Telephone and email requests will not be considered.

An Applicant who has withdrawn an Application may submit a new Application, but only in accordance with the terms of this Call for Applications.

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

(ix) No Collusion

No Applicant may discuss or communicate about, directly or indirectly, the preparation or content of its Application with any other Applicant or the agent or representative of any other Applicant or prospective Applicant. If the City discovers there has been a breach at any time, the City reserves the right to disqualify the Application or terminate any ensuing Agreement.

(x) Prohibitions Against Gratuities

No Applicant and no employee, agent or representative of the Applicant, 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 Call for Applications, 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 an Applicant, the City may exclude its Application from consideration, or if an Agreement has already been entered into, may terminate it without incurring any liability.

(xi) Acceptance of Applications

The City shall not be obliged to approve any Applications in response to this Call for Applications. The City may, without incurring any liability or cost to any Applicant:

- i. accept or reject any Application(s) at any time;
- ii. waive immaterial defects and minor irregularities in any Applications;
- iii. modify and/or cancel this Call for Applications prior to accepting any Applications;
- iv. award a contract in whole or in part.

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

(xii) Verification

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

(xiii) Conflict of Interest

In its Application, the Applicant 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 Application. All members of the Applicant's team must be acting at arms' length to each other.

(xiii) Conflict of Interest (cont'd)

The Applicant 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 Applicant 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 Application or withhold the awarding of any Agreement to the Applicant until the matter is resolved to the City's sole satisfaction.

Applicants are cautioned that the acceptance of their Application may preclude them from participating as an Applicant in subsequent projects where a conflict of interest may arise. The successful Applicant for this project may participate in subsequent/other City projects provided the successful Applicant 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 Applicant.

(xiv) Ownership and Confidentiality of City Provided Data

All correspondence, documentation and information provided by City staff to any Applicant in connection with, or arising out of this Call for Applications, the acceptance of any Application:

- i. is and shall remain the property of the City;
- ii. must be treated by Applicants as confidential;
- iii. must not be used for any purpose other than for replying to this Call for Applications, and for fulfillment of any related subsequent Agreement.

(xv) Ownership and Disclosure of Proposal Documentation

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

- i. shall become the property of the City and may be appended to the Agreement with the successful Applicant;
- ii. 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 Applicants are advised to identify in their Application material any scientific, technical, commercial, proprietary or similar confidential information, the disclosure of which could cause them injury.

(xv) Ownership and Disclosure of Proposal Documentation (Cont'd)

Each Applicant's name at a minimum shall be made public. Applications 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.

Each Applicant warrants that the information contained in its Application 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 Application.

(xvi) Failure or Default of Applicant

If the Applicant, for any reason, fails or defaults in respect of any matter or thing which is an obligation of the Applicant under the terms of the Call for Applications, the City may disqualify the Applicant from the Call for Applications and/or from competing for future Call for Applications 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 Applicant and its affiliates, associates, third-party service providers, and subcontractors shall not release for publication any information in connection with this Call for Applications or any Agreement without prior written permission of the City.

(xvii) Governing Law

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