

Request for Proposals: Opportunity to Lease and Operate Affordable Rental Housing with Support Services for Women at 389 Church Street



Date Issued: June 1, 2020

NOTICE TO POTENTIAL PROPONENTS

REQUEST FOR PROPOSALS

Opportunity to Lease and Operate Affordable Rental Housing with Support Services for Women at 389 Church Street

Please review the attached document and submit your Proposal to the address below by the closing deadline of **12:00 noon (local Toronto time) on July 22, 2020**

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

INFORMATION SESSION	June 17, 2020 2:30 P.M. online
DEADLINE FOR QUESTIONS (in writing only)	July 8, 2020 4:30 P.M. All questions should be submitted in writing by email to Vinkie Lau, Housing Development Officer, Housing Secretariat, at Vinkie.Lau@Toronto.ca
ADDENDA	Addenda will be issued with answers to questions raised in the Information Session and received in writing and will be posted on the "Open Requests for Proposals" page of the City's Affordable Housing Partners website at: www.toronto.ca/affordablehousing
City Contact: Abigail Bond, Executive Director, Housing Secretariat Metro Hall, 7 th Floor, 55 John Street, Toronto, ON, M5V 3C6 (t) 416-338-1143, (f) 416-392-4219 (e) Abigail.Bond@Toronto.ca	

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1 INTRODUCTION

1.1 Purpose

The purpose of this Request for Proposal (RFP) is to select a not for profit housing provider to operate 120 units of affordable rental housing with support services at 389 Church Street for women who have experienced homelessness. The aim is to promote housing stability and improved quality of life of tenants.

The Successful Proponent chosen by the City of Toronto through this RFP process will enter into legal agreements with the City related to operating affordable rental housing and support services for women, as well as a 50-year Lease with Toronto Community Housing Corporation (TCHC), the property owner.

Funding for support services and rent supplements will be provided by the City. The support services for women who have experienced homelessness may be delivered by the Successful Proponent directly, or through a partnership with one or more experienced support providers. The services provided must be flexible and personalized to the needs of the tenants.

1.2 Background

389 Church Street is a thirteen-storey residential building located south of the corner of Church and Carlton Streets. The building is currently undergoing extensive renovations by the owner, TCHC. The renovations will modernize and transform the former congregate-living design into 120 self-contained apartments. The refurbished building will include bachelor, 1-bedroom, and 2-bedroom units along with amenity spaces, office spaces on the ground floor and 13 underground parking spaces.

The affordable rental apartments will be located on the second to twelfth floors, with amenity and program spaces on the ground floor and thirteenth floor. Floor plans are attached as Appendix A and the unit mix is as follows:

- a) 11 - bachelor apartments (average size 340 sf)
- b) 87 - 1 bedroom apartments (average size 450 sf)
- c) 22 - 2 bedroom apartments (average size 700 sf)

The building will include 32 accessible apartments that will provide a fully barrier free washroom and a standard kitchen. There are 10 such 1 bedroom units and 22 2 bedroom units throughout the building.

The City and TCHC have committed significant program funding and financial resources for the renovation of the building and the long-term delivery of affordable rental housing with support services at 389 Church Street. The City of Toronto's Housing Secretariat is managing this RFP in consultation with the City's Shelter Support and Housing Administration Division (SSHA) and TCHC. TCHC is projected to complete renovations in September 2020 and occupancy is anticipated to begin starting January 2021.

The deadline for Proposals is July 22, 2020 at 12:00 p.m. (noon). All key dates in the process are in section 4.1 and the terminology and definitions used in this RFP are in Appendix B.

Each reference in this RFP 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 RFP.

2 AFFORDABLE RENTAL HOUSING WITH SUPPORT SERVICES FOR WOMEN

2.1 Who Should Apply?

The City is seeking a not for profit rental housing corporation that has a minimum of ten years of experience operating a portfolio of at least 100 units of housing with a focus on women tenants. Proponents should demonstrate a strong management and financial track record and the ability to manage and operate the 120 unit building for women. Experience with social housing and rent-geared-to-income programs is strongly encouraged.

Proponents should demonstrate that they can deliver the support services required for women who have experienced homelessness either directly or indirectly through a partnership with one or more experienced support providers. Proponents or the support service providers must have experience with providing supports for this tenant group.

Proponents must be prepared to operate 389 Church Street under the terms and conditions set out in this RFP and the attached legal agreements. Proponents and any additional support service providers must be in good standing under agreements they are party to with a municipality or other orders of government.

2.2 Roles and Responsibilities

The following section is organized by the three key components of the housing opportunity at 389 Church Street:

- Capital Financing and Lease Terms and Conditions;
- Affordability and Housing Operations, and;
- Support Services.

Each of the below sub-sections describe the related government funding available, the obligations of the Successful Proponent and the City of Toronto, and the relevant legal agreements.

2.2.1. Capital Financing and Lease Terms and Conditions

This section describes the financial arrangements the Successful Proponent will be expected to commit to, as well as the Lease with TCHC and related legal agreements.

As the owner of 389 Church Street, TCHC is currently completing comprehensive renovations to the building. To pay for these renovations the City and TCHC have

committed substantial financial resources, including housing program funding from the Province of Ontario's Home for Good Program.

Capital Payment on Leasehold Interest in the Property

To the extent possible, TCHC and the City's costs to renovate the 389 Church Street property are to be recovered. To achieve this, the Successful Proponent will be expected to enter into a 50-year Lease with TCHC, mortgage its leasehold interest in the property, and make an up-front lease payment in the amount of \$25 million on the commencement date of the Lease. This capital payment will cover the rent obligations for the first 20 years of the Lease. The Successful Proponent's monthly mortgage payments will be paid through a combination of Home for Good Program funding and rent revenues.

Home for Good Program Funding

The Province of Ontario launched the Home for Good Program in 2017 to advance the provincial priority of ending chronic homelessness. In 2018, the City of Toronto allocated \$17.85 million from the Home for Good Program, along with \$14.24 million in City funding, for the renovation of 389 Church Street.

The funding from the Home for Good Program will be provided by the Ministry of Municipal Affairs and Housing in the form of monthly "affordability payments". These payments will flow through the City, directly to the Successful Proponent, to support monthly payments of principal and interest for a 20-year mortgage of \$17.85 million.

The first Home for Good affordability payment will be provided at the time of the Successful Proponent's first mortgage payment. The City will be required to provide the Ministry of Municipal Affairs and Housing with information about the Successful Proponent's mortgage, including interest rate, amortization period, mortgage term, and other relevant details from the lending institution as requested. The Ministry must approve the financial and mortgage arrangements for the project before the permanent mortgage financing is secured.

The City of Toronto and TCHC entered into a Home for Good Contribution Agreement, attached at Appendix M, for the funding described above. To receive the monthly Home for Good affordability payments, the Successful Proponent will assume TCHC's obligations under the Home for Good Contribution Agreement, by way of entering into the Assignment, Assumption and Amending Agreement attached at Appendix L with TCHC and the City. The balance of the mortgage payments, not covered by the monthly Home for Good affordability payments, will be made from rent revenues.

Using current lending terms and rates, City staff consider the capital lease payment to be within the financial capacity of the Successful Proponent's operation of the building.

For the balance of the term of the lease (i.e. years 21 through 50), the Successful Proponent will make monthly payments to the City to repay \$10 million of the City's capital contribution, without interest or other adjustments. These monthly payments will be in equal amounts over the remaining term of the lease, or set at a value determined by the Director, Housing Stability Services, SSHA, in their sole discretion, on the 21st anniversary of the Lease and based on the financial viability of the Project. The payments will be made to the

City's Capital Revolving Fund for Affordable Housing, or such similar successor account, as determined by the Executive Director of the City's Housing Secretariat, in their sole discretion.

Building Turnover and Lease Commencement

Substantial completion of TCHC's renovations at 389 Church Street are expected to be reached by early October 2020. After this time, if not before, representatives of TCHC and the Successful Proponent will inspect the building to identify work that remains to be done to bring the building as close as possible to completion before the anticipated lease commencement date of December 1, 2020.

In addition, the Successful Proponent's staff and TCHC staff will be trained in operating all building systems prior to possession and occupancy. Access will also be provided to show units to prospective tenants, in order that occupancy can be started as soon as possible upon the commencement of the Lease. On taking possession, the Successful Proponent must ensure that it has the full complement of operating and support staff hired, trained and ready to start.

Legal Agreements

The Home for Good Contribution Agreement, Lease and other agreements attached to this RFP provide the legal framework for the financial structure and process outlined above. Proponents responding to this RFP are required to sign the Offer to Lease attached here as Appendix J. All Proposals must include a certified copy of a resolution of the Proponent's board of directors authorizing the Offer to Lease and the transaction.

The Offer to Lease will have the following agreements attached as schedules, each of which is provided as a separate Appendix to this RFP:

- The Lease between the Successful Proponent and TCHC (Appendix K);
- The Home for Good Contribution Agreement between the City of Toronto and TCHC (Appendix M);
- An Assignment, Assumption and Amending Agreement between the City of Toronto, the Successful Proponent and TCHC (Appendix L).

The Lease between the Successful Proponent and TCHC will be for a term of 50 years less one day. A renewal beyond 50 years is not being considered at this time. Under the terms of the Lease the Successful Proponent will assume all responsibility for ongoing building maintenance and capital repairs. A capital asset reserve fund study will be completed in the first year of the Lease and will be used to determine the contributions to a capital reserve fund. The reserve fund will be established by the Successful Proponent. The capital asset reserve fund study will also provide guidance on the timing and extent of the capital repairs and replacements required during the term of the Lease. The form of Lease is attached at Appendix K. TCHC's Board of Directors will meet to approve the lease transaction on June 24, 2020.

As noted above, the Home for Good Contribution Agreement between the City of Toronto and TCHC will provide the Successful Proponent with monthly affordability payments to

cover monthly principal and interest payments for a mortgage of \$17.85 million. The Contribution Agreement is attached at Appendix M.

The Assignment, Assumption and Amending Agreement, provides for the following:

- TCHC will assign its interest in the Home for Good Contribution Agreement to the Successful Proponent;
- The City consents to the assignment of the Contribution Agreement in consideration of the Successful Proponent paying the \$25 million up-front lease payment. This payment will compensate TCHC for the building's renovation costs and repay a portion of the capital contribution the City has made to the renovations;
- The Successful Proponent will assume TCHC's obligations under the Contribution Agreement;
- The three parties agree to amend the Contribution Agreement, including, but not limited to adding the repayment obligation to be made by the Successful Proponent during years 21 to 50 of the Lease;
- The City will release TCHC from the obligations of the Contribution Agreement.

The Assignment, Assumption and Amending Agreement is attached at Appendix L.

In summary, the key milestones and events are:

- October 1, 2020 - estimated substantial completion;
- Date of selection of the Successful Proponent to the commencement date of the Lease;
 - The Successful Proponent works with TCHC to hand over the building, train staff on systems, and identify and correct deficiencies prior to the completion of renovations;
- December 1, 2020 - estimated Lease commencement date;
 - The Successful Proponent's financing is in place;
- January 1, 2021 - mortgage payments and Home for Good affordability payments will begin.

Unit Furnishings and Office Equipment

Each residential unit will be equipped with major kitchen appliances, however, furniture, small appliances and household items such as microwaves will not be provided. The Successful Proponent will be responsible for furnishing the units, common areas and office spaces. Funding of \$250,000 is available for these purposes. Expenditures must qualify as "Household Set-up" or "Program Supplies & Equipment" as outlined at Appendix E: Eligible Support Services.

Furnishing and equipment costs over and above the \$250,000 in program funding will be the responsibility of the Successful Proponent and should be included in the Capital Budget Form as outlined at Appendix G. The City strongly encourages durable, bedbug-resistant furnishings throughout the building.

2.2.2. Affordability and Housing Operations

Intended Tenant Group

The intended tenant group are women who fall within one or more of the Provincial priority homelessness areas under the Home for Good Program:

- a) Chronic homelessness (homeless for six months or more);
- b) Indigenous homelessness;
- c) Youth homelessness; and
- d) Homelessness following transitions from provincially-funded institutions and service systems (e.g. hospitals or prisons) or at risk of becoming homeless.

Chronic homelessness refers to people, often with disabling conditions (e.g. chronic physical or mental illness, and /or substance abuse problems), who are currently homeless and have been homeless for six months or more in the past year (i.e. have spent more than 180 cumulative nights without a home or in a shelter). Tenancy priority is to be given to those who have endured the most difficulty in obtaining housing and the chronically homeless.

Rent Supplements

The City of Toronto will provide Rent Supplements to all 120 housing units at 398 Church Street that meet the eligibility terms of the draft Rent Supplement Agreement attached at Appendix N. The Successful Proponent will receive the difference between 80% of the city-wide Average Market Rent (AMR) by bedroom type and the geared-to-income rent charged to the tenant. The rent payable by the tenant will be based on their income. AMRs are published by Canada Mortgage and Housing Corporation and those in effect for 2020 are set out in Appendix D: Average Market Rents.

The Rent Supplement Agreement will remain in effect after the 20 years of support services funding addressed below ends, and the building will continue to operate as Affordable Rental Housing according to terms set out in the Lease at Appendix K: Form of Lease. The 389 Church Street property is designated under the Housing Services Act, 2011 (HSA) as "Social Housing" and is administered by the City of Toronto as Service Manager under the HSA.

Rent Levels and Utilities

For operating budget purposes the Monthly Occupancy Costs of the 120 units at 389 Church Street can be no greater than 80% of AMR. Utilities will be sub-metered for performance-monitoring purposes only and there will be no utility charges to tenants. As noted above, current AMRs are included at Appendix D: Average Market Rents.

In the event that a tenant is no longer eligible for rent supplement funding at some point during their tenancy, then their rent will revert to the affordable rent level of no greater than 80% of AMR. In these situations, rent increases will also be governed by the guidelines set each year under Ontario's *Residential Tenancies Act, 2006* (RTA) and city-wide average market rents. The RTA guidelines apply pursuant to the terms of the Contribution Agreement, despite the normal exemption for new buildings.

It will be the Proponent's responsibility to ensure all prospective residents are income tested in order to meet the requirement of the City's Municipal Housing Facility By-law which states that the household income limit is no more than four times the annualized monthly occupancy cost for the housing unit.

Tenant Access Plan

The City of Toronto's Shelter, Support & Housing Administration Division (SSHA) operates a Coordinated Access to Housing Supports (CAHS) Program. CAHS staff will work with the Successful Proponent on a Tenant Access Plan for approval by the Director of Housing Stability Services, SSHA. The Access Plan will match tenants with housing at 389 Church Street and appropriate levels of support services.

Through CAHS, tenants will be referred from City-funded shelters, 24-hour drop-ins, eviction prevention programs, tenant relocation projects, or the Streets to Homes Program. The Coordinated Access to Housing System will also ensure that appropriate tenant referrals are made to the 32 accessible or "adaptable" apartments that have barrier free washrooms. Standardized support services assessment tools will be used in the referral process to ensure tenants are connected with housing with appropriate levels of support. These assessment tools will be provided to the Successful Proponent and any partner support service providers.

The Successful Proponent will use a housing first, harm reduction, and eviction prevention approach to tenancing 389 Church Street and must adopt any tenant-level, case management or reporting software that the City may require.

The Home for Good Contribution Agreement between the City and TCHC, attached at Appendix M, sets out the reporting requirements, prescribes rent levels and household income limitations and other general obligations of the Successful Proponent under the Home for Good Program. As noted above this agreement will be assigned to the Successful Proponent.

Returning Tenants

Prior to TCHC's renovations, 389 Church Street had 69 women residents. These rent-geared-to-income tenants have been relocated to other TCHC properties but have the right to return once the renovation of the building is complete if they so choose. The Successful Proponent will work with TCHC and SSHA to make apartments available to former tenants of the building who want to return. Proponents must be prepared to begin this process immediately after the City's selection of the Successful Proponent. The Successful Proponent's Tenant Access Plan and Support Services Plan will make accommodations for tenants that choose to return.

Property Tax Exemption

389 Church Street will be exempt from municipal and school taxes for the term of the lease.

Laundry Facilities

The Successful Proponent will be responsible for providing residential laundry facilities. All costs associated with laundry facilities, including purchase or lease, delivery, installation, and maintenance of new equipment, is to be budgeted in the capital and/or operating budgets to be submitted with the Proposal.

The building provides a laundry room on the top level with the following (refer also to Appendix A: Floor Plans):

- a) a separate folding area for tenants
- b) power supply and electric outlets for each of 6 washers and 4 stacked electrical dryers, as well as 2 additional electrical dryers;
- c) hot and cold water connections for each washer;
- d) a central floor drain, exhaust fan, dryer vents and lint traps; and
- e) individual dryer exhaust duct connections.

Amenity and Office Spaces

The ground floor of 389 Church includes a mix of spaces that will be delivered in differing levels of finish and condition. Please refer to Appendix A: Floor Plans, Ground Floor Plan.

Office space has been provided along the south face of the building fronting on Granby Street. The office space will be finished and ready for use.

In the north-east corner of the ground floor will be a large, open and finished amenity space, with adjacent washrooms, storage and a smaller amenity room. These residential amenity spaces are renovated with new flooring, wall paint, lighting, painted ceiling and exposed services and are ready for use. The smaller amenity room includes power rough-ins for a potential future kitchen. The space includes a pass-through between the two rooms with a rectangular coil shutter opening and stainless steel ledge.

In the north-west corner of the ground floor is a large, open and unfinished amenity space that was once a restaurant. Attached to the larger corner space is a smaller room that was formerly a commercial kitchen. This room will include power rough-ins for a potential future kitchen, including walk-in cooler and freezer spaces. These areas are not renovated and will be provided as-is, in "shell condition". The former kitchen includes the old sinks and range hood. The area does include a new sprinkler system throughout with an open ceiling to allow for reconfiguration by the Successful Proponent. Electrical outlets and wiring are connected to the existing switchboard, and plumbing for the new and existing washrooms are connected to new sanitary. Existing plumbing piping servicing the spaces are capped and a hot water tank will be required. The unfinished space is outlined in green on the Ground Floor Plan at Appendix A. The two adjacent washrooms are finished. Proponents must include a renovation plan for the unfinished space and include associated costs in their Capital Budget.

The top floor of 389 Church Street includes both indoor and outdoor amenity spaces. Please refer to Appendix A: Floor Plans, Penthouse Floor Plan.

2.2.3. Support Services

The Successful Proponent must provide housing stability support services to tenants, either through direct service provision or through the development of partnerships with experienced support service providers who will work with the tenants directly and liaise with the housing operator to promote housing stability.

The intended tenant group (as also noted above at Section 2.2.2.) are women who are:

- a) Chronically homeless (homeless for six months or more);
- b) Homeless Indigenous women;
- c) Homeless youth; and
- d) Homeless following transitions from provincially-funded institutions and service systems (e.g. hospitals or prisons) or at risk of becoming homeless.

The support services to be available at 389 Church Street will include, but not be limited to, life-skills coaching, information and referral, and crisis management, as well as on-going mental health status assessments.

The 389 Church Street project has been allocated funding for support services of up to \$1,140,000 annually for a term of 20 years, dependent on funding availability. Upon the termination of support services funding, the building is to be operated as Affordable Rental Housing according to terms set out in the Lease.

The Successful Proponent will be required to enter into the Housing Access and Support Service Funding Agreement, a draft copy of which is attached at Appendix P.

Support Services Costs

Eligible support services costs include:

1. Operating costs including staffing and benefits, professional development and training for staff, staff and client transportation, other direct program costs.
2. The acquisition of project supplies and equipment that support the delivery of support services for tenants
3. Honoraria or professional fees for services provided in support of Indigenous tenants (e.g. Indigenous Elders or traditional healers). The value of the remuneration must be proportional to the services rendered and should not exceed the reasonable and customary amount for each service.
4. Honoraria or professional fees for people with lived experience of homelessness who are involved in the delivery of support services. The value of the remuneration must be proportional to the services rendered and should not exceed the reasonable and customary amount for each service.
5. Administrative and overhead costs up to a maximum of 15% of the total support services budget.

Eligible staffing positions include:

1. Personal support workers;
2. Peer support workers;
3. Residential support workers;
4. Housing support workers;
5. Hoarding specialists;
6. Case managers;
7. Vocational/social activity instructors;
8. Cooks and other food handling positions;
9. Other staffing positions will be considered as proposed..

Ineligible costs include:

1. Costs incurred in preparing your Proposal;
2. Entertainment expenses;
3. Fines and penalties;
4. Membership fees for clubs or professional associations;
5. Proponent's financial reserves or debt; and
6. Activities taking place outside of the City of Toronto, with the exemption of Indigenous culturally-based programming that may require travel to a non-local Indigenous community.
7. Clinical supports, including primary health care (for example, the treatment of conditions, diseases and other illnesses); addictions treatment; withdrawal management; and personal nursing care.

Types of Supports

Support services must be responsive to the individualized needs of tenants, which may vary overtime. However, the overall purpose of support services is to stabilize tenants in their housing, prevent a return to homelessness, improve tenants' community integration and connectedness, as well as their emotional, physical health and well-being.

The intensity of support services will vary depending on the specific needs of tenants. Therefore the Successful Proponent will ensure a sufficient staff to client ratio in order to meet case management needs. The following staff-to-client ratios should be used as a guide when determining the intensity of supports offered by a program. The ratios are reduced for programs targeted at youth tenants, as recommended by the [Canadian Observatory on Homelessness](#).

	Standard staff to client ratio	Youth staff to client ratio
↑ Lower support ↓ Higher support	1:25-30	1:20-25
	1:20	1:15
	1:10	1:7

It is expected that the Successful Proponent will support clients for as long as required and, if necessary, transition the client to a different level of supports if the need arises.

Specific supports for youth tenants are to assist in the transition to healthy adulthood through engagement with education and training, employment, and/or family reunification, where appropriate. Supports for people leaving institutional care are to meet the housing and other requirements of the relevant service system, with the goal of preventing a return to provincial institutions or homelessness.

Additional detail is provided at Appendix E: Eligible Support Services. The Successful Proponent must also adhere to the City's Anti-Racism, Access and Equity Policy and Guidelines, attached here at Appendix Q.

Support Services for Indigenous Peoples

The City of Toronto recognizes that Indigenous Peoples have the right to be actively involved in developing and determining housing and other economic and social support programs affecting them. As such, the delivery of Indigenous-led support services that facilitate culturally-competent programming are prioritized. For Indigenous individuals and families, funding should support culturally-appropriate services and connection with community (for example, local and/or home community, including First Nation band, Inuit band, Métis settlement, etc.).

3 PREPARING A PROPOSAL

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

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

Each section includes the total number of points that can be awarded for that section and this information is summarized in Section 4.5 Evaluation Criteria of the RFP. To assist in the preparation of Proposals, Appendix F also contains a Submission Checklist of all required submission components and documents.

Proponents should carefully review the agreements attached to this RFP before making a Proposal. By submitting a Proposal, Proponents will be deemed to have agreed to the terms of the agreements, substantially in the form of those attached.

3.1 Proposal Contents

Each Proposal must be organized using the following section headings and contain the requested information and supporting documentation.

3.1.1 Proposal Section 1: Executive Summary (Not Scored)

1.1 Letter of Introduction

The Letter of Introduction will introduce the Proponent to the City by setting out a brief outline of the proponent and the members of the team making the Proposal. The Letter of Introduction should be signed by the person(s) authorized to sign on behalf of, and to bind the Proponent to, statements made and information contained in the Proposal. The Letter of Introduction should contain the same signature as the person signing the Proposal Submission Form (Mandatory Form 1 in **Appendix F**).

1.2 Table of Contents

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

1.3 Summary of Proposal

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

1.4 Offer to Lease

The Offer to Lease must be submitted, signed by authorized signing officers (using the form attached as **Appendix J**).

3.1.2 Proposal Section 2: Affordable Rental Housing Management Qualifications (10 Points)

Demonstrate the Proponent's experience in operating good quality rental housing with support services, providing property management services, maintaining a portfolio of rental housing in a state of good repair and the ability to provide the required support services to residents, directly or through partnership arrangements, by providing the following:

- 2.1** An outline that demonstrates the Proponent has the experience to effectively manage the project over the term.
- 2.2** References for housing projects managed over the past five years by the Proponent including:
 - name of the reference and their relationship to the Proponent or partner;
 - a contact name and title, postal address, telephone number, e-mail and website, if any;
 - a description of the project, highlighting the number of units, location, type of residents, tenure, age of building, specific features, etc. and
 - the services provided to the reference and for what period. Note any specific difficulties encountered in the management of the project, if applicable, and outline how they were overcome.

- 2.3** Demonstrate successful management of capital assets by providing information on how you have managed your replacement reserve funds, including capital replacement reserve studies or building condition assessments commissioned.
- 2.4** A list of key consultants, organizations and individuals known at this time that would be involved in property management and in providing support services, their experience and expertise in relation to similar projects and an outline of the duties and responsibilities to be assumed in the operation and management of the proposed project and the provision of support services;
- 2.5** A list of resumes for the consultants and individuals involved in property management and the provision of support services provided in an appendix to the Proposal. Include a signed consent authorizing the disclosure of personal information to the City, or its designated agent, for each resume that is submitted. However, the Proponent will accept all liability for disclosure if any consent is not provided to the City.

3.1.3 Proposal Section 3: Financial Capacity (10 Points)

Demonstrate that the Proponent is a financially sound and viable organization that has the experience and capability to obtain the financing necessary for the leasehold title to the property, by providing the following:

- 3.1** Proof of financial viability in the form of:
- a) audited financial statements including reserve fund information or annual reports for the two (2) most recent years available;
- OR
- b) a letter from the Proponent's financial institution or accountant providing assurance to the City that the Proponent has been, and is:
 - financially viable and solvent as a going concern; and
 - that the undertaking of this project will not put any undue financial burden on the Proponent. Please note that simply stating that the Proponent is a customer in good standing is insufficient; reference should be made to the proposed project.
- 3.2** Demonstrate experience securing mortgage financing for affordable rental housing similar in scope to the financing requirements for 389 Church Street. Provide details of financing secured including:
- a) The building location;
 - b) The number of units;
 - c) The amount secured in relation to total building costs;
 - d) The name of the lender;
 - e) CMHC involvement (if applicable);

- f) Any financial advisors used and their roles;
- g) Details of any innovative financing undertaken.

3.3 Copies of the organization's Articles of Incorporation or Letters Patent, the general and borrowing bylaws, as well as a list of directors.

3.4 If the Proponent has been formed through a partnership to manage this project, provide 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.

3.1.4 Proposal Section 4: Support Services Qualifications (10 Points)

Each Proponent and/or support services provider must demonstrate:

- 4.1** Experience in delivering housing-specific support services programs that serve individuals who are experiencing homelessness or are at-risk of homelessness, with demonstrated experience in the following areas:
 - a) Mental health and substance use supports;
 - b) Complex case management;
 - c) Housing first informed service delivery;
 - d) Working with youth experiencing homelessness or at-risk of homelessness
 - e) Work with Indigenous People experiencing homelessness or at-risk of homelessness
 - f) Working with other vulnerable populations groups who are experiencing homeless or at-risk of homelessness
 - g) Trauma-informed and harm reduction informed service delivery
 - h) System navigation and familiarity with accessing services at various levels of care; and
 - i) Data collection and reporting for evaluation and quality assurance purposes.
- 4.2** The ability to meet all City of Toronto program requirements including:
 - a) Accepting referrals for housing placement and support services from the City's Coordinated Access to Housing System;
 - b) Adhering to City requirements, as required, including program oversight, contract compliance, financial and results reporting requirements, changes in target population groups, and case load management standards;
 - c) Providing services in French either directly or through access to third-party interpretation services;
 - d) Implementing standardized tools to enhance client assessments and improved support service provision;
 - e) Adopting any case management or reporting software that the City may require;
 - f) Participating in any other reporting and/or evaluation as required by the City.

- 4.3** In the case that support services are delivered through a third-party partnership, that the support services delivery partner is an organization that is:
- a) Located within the boundaries of the City of Toronto, or an urban off-reserve Indigenous-led organization located in the City of Toronto who may also provide culturally-based programming outside the boundaries of the City of Toronto;
 - b) A legal not-for-profit or be an urban off-reserve Indigenous-led organization;
 - c) Not or has not been indebted to the City or be in default of the terms and conditions of any agreement (including any previous grant agreement) with any division, agency, board or commission of the City of Toronto under the discretion of the Division Head.

3.1.5 Proposal Section 5: Financing Plan (20 Points)

- 5.1** Proponents are requested to provide any available details of capital funding and financing for the project, including mortgage financing, any equity contributions that the Proponent may make, and contributions or grants from other sources. Provide details, proof or indications as to how and when these financial contributions will be secured and provided.

Note: The Proponent must be in a position to make the up-front lease payment of \$25 million on the commencement date of the Lease.

All Proposals must include a certified copy of a resolution of the Proponent's board of directors authorizing the Offer to Lease and the transaction.

- 5.2** A completed Capital Budget (using the form attached as **Appendix G**) with detailed notes on assumptions used to arrive at cost figures.

The Capital Budget should include the funding of \$250,000 available from the Home for Good Program for unit furnishings and office equipment, and detail the source of funds to cover costs over and above this sum.

3.1.6 Proposal Section 6: Operating and Management Plan (20 Points)

Demonstrate that your Proposal is financially viable for the term of the agreement with the City and that the Proponent's operation of 398 Church Street will provide quality, affordable, rental housing throughout the 50-year term of the Lease, by providing the following:

- 6.1** A summary chart of the number of units expected to be dedicated to women tenants who fall within one or more of the current provincial priority homelessness categories:
- a) Chronic homelessness (homeless six months or more);
 - b) Indigenous homelessness;

- c) Youth homelessness (16-24 and not accompanied by a parent or guardian); and
- d) Homelessness following transitions from provincially-funded institutions and service systems (e.g. hospitals and prisons).

It is preferred that two- and three-bedroom units be dedicated to women-led families with children rather than shared accommodation.

- 6.2** A rental management plan explaining the roles and relationships of all parties and staff involved in the management and operation of the building, including:
 - a) what organization will be responsible for property management;
 - b) how safety and security will be managed;
 - c) how site supervision will be implemented;
 - d) how tenant relations will be managed.
- 6.3** A fulsome description of the policies, procedures and legal requirements the Proponent would implement to ensure 398 Church Street is operated as a safe and secure women's housing facility.
- 6.4** A description of the intended use of the two ground floor amenity spaces (including the existing commercial kitchen and a potential residential kitchen).
- 6.5** Provide a plan for the long term sustainability of the 389 Church Street project building energy features including measures to showcase and promote sustainability with staff, residents and service contractors. Include information that demonstrates your success in routine and innovative management strategies such as preventive maintenance and engagement approaches for building sustainable practices and awareness among residents.
- 6.6** A completed Operating Budget (using the form attached as **Appendix H**) with detailed notes on assumptions to arrive at cost figures.

Notes:

- The City has estimated the amount of mortgage financing that can be carried by the project, taking into account estimated operating expenditures related to the building. The estimated mortgage payment has been added to line 18 in the Operating Budget Form (Appendix H). This figure is intended as guidance for Proponents in developing the operating budget for their Proposal and to facilitate discussions with potential mortgage lenders. Proponents should explain if a different mortgage payment value is provided in their Operating Budget.
- The Operating Budget should include a capital replacement reserve fund of no less than 5% of total operating costs, in accordance with the terms of the Lease and to reflect the cost of the regular updates to the reserve fund study that will be required.

- The City's property tax exemption should be assumed for the purposes of preparing the budget.
- The Operating Budget should be based on 2020 costs.

6.7 A 10-year Operating Budget including anticipated inflationary costs to show the sustainability of the project over time.

3.1.7 Proposal Section 7: Support Services Plan (20 Points)

The overall goals of the support services required at 389 Church Street are to stabilize tenants in their housing, prevent a return to homelessness, improve tenants' community integration and connectedness, as well as their emotional, physical health and well-being.

This section of the Proposal should demonstrate that the Proponent and/or support services provider(s) have a sound support services plan to assist women and their children living with complex physical and mental health challenges achieve and maintain housing stability.

In completing the Support Services Plan, please refer to Appendix E: Eligible Support Services. The information provided in this section will be incorporated in the Housing Access and Support Service Funding Agreement between the City and the Successful Proponent.

- 7.1** Proposals must clearly explain and demonstrate that the intended tenant group for support services are women who fall within one or more of the current provincial priority homelessness categories:
- a) Chronic homelessness (homeless six months or more);
 - b) Indigenous homelessness;
 - c) Youth homelessness (16-24 and not accompanied by a parent or guardian); and
 - d) Homelessness following transitions from provincially-funded institutions and service systems (e.g. hospitals and prisons).

The description of target groups should highlight any cross-cutting at-risk groups, including adults with developmental disabilities, youth, and adults with mental health concerns.

- 7.3** Proposals must provide a support service plan detailing the types of supports that will be provided. The support services offered must:
- a) Be client-centred, strength-based, trauma-informed and responsive to the individualized needs of vulnerable and marginalized tenants.
 - b) Adopt a Housing First approach which focuses on helping people to find permanent housing as quickly as possible, with the supports they need to maintain it. This includes rapid access to housing with no housing readiness requirements, client choice, support services, and a focus on community integration.

- c) Adopt a Harm Reduction approach that is designed to reduce substance-related harm without requiring abstinence.
- d) Adopt an Eviction Prevention approach which aims to prevent homelessness before a crisis occurs.
- e) Improve tenants' integration and connectedness to support structures and the community through the provision of economic integration services, social and community integration services, and basic needs services.
- f) Improve tenants' physical, emotional, and psychological health and well-being through brokering and navigating clinical and treatment services.
- g) Adopt a cultural-competent, Indigenous-led service delivery approach for Indigenous tenants (e.g. cultural ceremonies, traditional supports and activities with the goal of increasing cultural connections and an individual's sense of belonging in a community).
- h) Provide system navigation for accessing services at various levels of care.
- i) Include a discharge plan if a tenant wishes to move out or no longer required the level of support offered.

7.4 The support service plan must detail the roles and responsibilities of staff, specifying the staffing model and the staff to client ratio by the hours/day.

7.5 Provide a 12-month support services budget with assumptions considered to achieve the proposed cost figures (using the form attached as **Appendix I**). The Successful Proponent's funding allocation will be prorated according to the start date of the project in the given financial year.

3.1.8 Proposal Section 8: Community Consultation and Communications Outreach Plan (10 Points)

Demonstrate the Proponent's capacity and plans to engage and consult with the local community and relevant stakeholders and to facilitate the integration of the proposed housing and its residents into the community, by providing the following:

- 8.1** An outline of the proposed community consultation and communications outreach plan including pre-occupancy activities and on-going policies and practises during occupancy.
- 8.2** An outline of any specific neighbourhood issues to be addressed in the consultation and communications plan.
- 8.3** Information on neighbourhood services and amenities that tenants may access.
- 8.4** A list of any key consultants, organizations or individuals that may be involved in the community consultation process, their experience and expertise with similar projects and their duties and responsibilities regarding the project.
- 8.5** Resumes for key consultants and/or individuals that may be involved in community consultation and communications as an appendix to the Proposal. Include signed consent forms authorizing the disclosure of personal

information to the City, or its designated agents, for any resumes that are submitted. However, the Proponent will accept all liability for disclosure if consents are not provided to the City.

3.2 Additional Mandatory Requirements

Each Proposal must include the following completed forms, all of which are provided in Appendix F: Submission Checklist and Standard Forms 1-6:

- i. Form 1 - Proposal Submission Form signed by an authorized official of the Proponent
- ii. Form 2 - Conflict of Interest Form
- iii. Form 3 - Policy to Exclude Bids from External Parties involved in the Preparation or Development of a Specific Call/Request
- iv. Form 4 - Restrictions on the Hiring and use of Former City of Toronto Management Employees for City Contracts
- v. Form 5 - Environmentally Responsible Procurement Statement
- vi. Form 6 - Declaration of Anti-Harassment/Discrimination City Policy

3.3 Submitting a Proposal

Each Proposal must:

- a) Be submitted in a sealed envelope or package (submissions made by fax, telephone, electronic message or telegram will not be accepted), displaying a full and correct return address;
- b) Consist of one (1) original (clearly marked as such on its cover or first page) and four copies;
- c) Be limited, preferably, to 16 pages, typed, double sided, minimum 11-point font, with unlimited appendices with tabs;
- d) Include a digital copy of the entire Proposal on disc or memory stick; and
- e) Be delivered no later than July 22, 2020 at 12:00 p.m. (noon) (the "Closing Deadline") to:

Abigail Bond, Executive Director
Housing Secretariat
Metro Hall, 7th Floor
55 John Street
Toronto, ON, M5V 3C6

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

4 THE RFP PROCESS

The RFP process is governed by the Terms and Conditions set out in Appendix C. The Selection Committee is composed of City staff from the Housing Secretariat and SSHA's Housing Stability Services section. The Selection Committee is bound by the procedures set out in this RFP and must ensure that all Proposals receive fair and equitable treatment throughout the evaluation process.

By responding to this RFP, Proponents will be deemed to have agreed that the decision of the Selection Committee will be final and binding. The City is under no obligation to choose a Proponent if, in the opinion of the City, none meet the requirements outlined in this RFP.

4.1 Schedule of Events

Milestone	Date
RFP issued	June 1, 2020
RFP information session	June 17, 2020, 2:30 pm
Deadline for questions from Proponents	July 8, 2020, 4:30 pm
Release of final Addendum (if any)	July 15, 2020
Proposal submission deadline	July 22, 2020, Noon
Estimated completion of evaluation process	August 5, 2020

This schedule is subject to change and appropriate written notice of any changes will be provided where feasible on the posted on the "Open Requests for Proposals" page of the City's Affordable Housing Partners website at: www.toronto.ca/affordablehousing.

4.2 Information Session and Site Visit

A virtual information session will be held on June 17, 2020, at 2:30 pm. Details on how to participate will be posted in advance on the "Open Requests for Proposals" page of the City's Affordable Housing Partners website at: www.toronto.ca/affordablehousing.

A site visit will be arranged after the information session. Proponents interested in a site visit must contact Vinkie Lau, Housing Development Officer, Housing Secretariat, at Vinkie.Lau@Toronto.ca by June 24, 2020. Proponents may send a maximum of 2 people for the site visit.

The information session and site visit are not mandatory.

4.3 Questions

Please direct all questions regarding this RFP in writing by email to Vinkie Lau, Housing Development Officer, Housing Secretariat, at Vinkie.Lau@Toronto.ca before the deadline for questions date above. To ensure that all Proponents have access to the same information, all RFP revisions and any answers to submitted questions will be communicated as an addendum posted online.

4.4 Addenda

If it becomes necessary to revise any part of this RFP, post questions and answers or clarify aspects of the RFP, the information will be provided by an Addendum posted on the "Open Requests for Proposals" page of the City's Affordable Housing Partners website at: www.toronto.ca/affordablehousing. Proponents should monitor this site frequently until the Proposal Submission Deadline. Only answers to issues of substance will be posted. The City reserves the right to revise this RFP up to the Proposal Submission Deadline.

The City will make all reasonable efforts to issue the final Addendum (if any) no later than five (5) days prior to the Proposal Submission Deadline.

4.5 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.

PROPOSAL SECTION		POINTS AVAILABLE
1	Executive Summary	Not Scored
2	Affordable Rental Housing Management Qualifications	10
3	Financial Capacity	10
4	Support Services Qualifications	10
5	Financing Plan	20
6	Operating and Management Plan	20
7	Support Services Plan	20
8	Community Consultation and Communications Outreach	10
	TOTAL	100

4.6 Proposal Evaluation and Selection Process

- a) The Selection Committee will evaluate Proposals based on the information provided by the Proponents in their submissions and will score Proposals using the above Evaluation Criteria.
- b) Proponents scoring a minimum 70% may be required to participate in an interview with the Selection Committee. The interview will be used to clarify

information in Proposals only. No new information is permitted. The interview will be used to confirm or revise the Proponent's score before the Selection Committee's final decision.

- c) A Proponent may be invited to an interview, the results of which will be used as a mechanism to revisit, revise, confirm and finalize the evaluation score. Interviews will be conducted by phone.
- d) The representatives of a Proponent who participate in an interview are expected to be knowledgeable in the content of the RFP and the Proposal. The Selection Committee may interview any Proponent(s) without interviewing others, and the City will be under no obligation to notify those Proponents not receiving an invitation for an interview. No Proponent will be entitled to be present during, or otherwise receive, any information regarding any interview with any other Proponent.
- e) Selection Committee may also ask Proponents for clarification in writing. A request for clarification is only intended to remove contradictions or ambiguities in a Proposal to permit a fair evaluation. No new information is allowed. The Selection Committee may request this further information from one or more Proponents and not from others. Any information provided in writing by a Proponent in response to a request for clarification will form part of their formal Proposal.

4.7 Entering Into Legal Agreements

The entering into of the legal agreements associated with this RFP will be at the absolute discretion of the City. The selection of a Successful Proponent will not oblige the City or TCHC to negotiate or execute legal agreements. Any award of a legal agreement resulting from this RFP will be in accordance with the bylaws, policies and procedures of the City.

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

Appendix A: Floor Plans

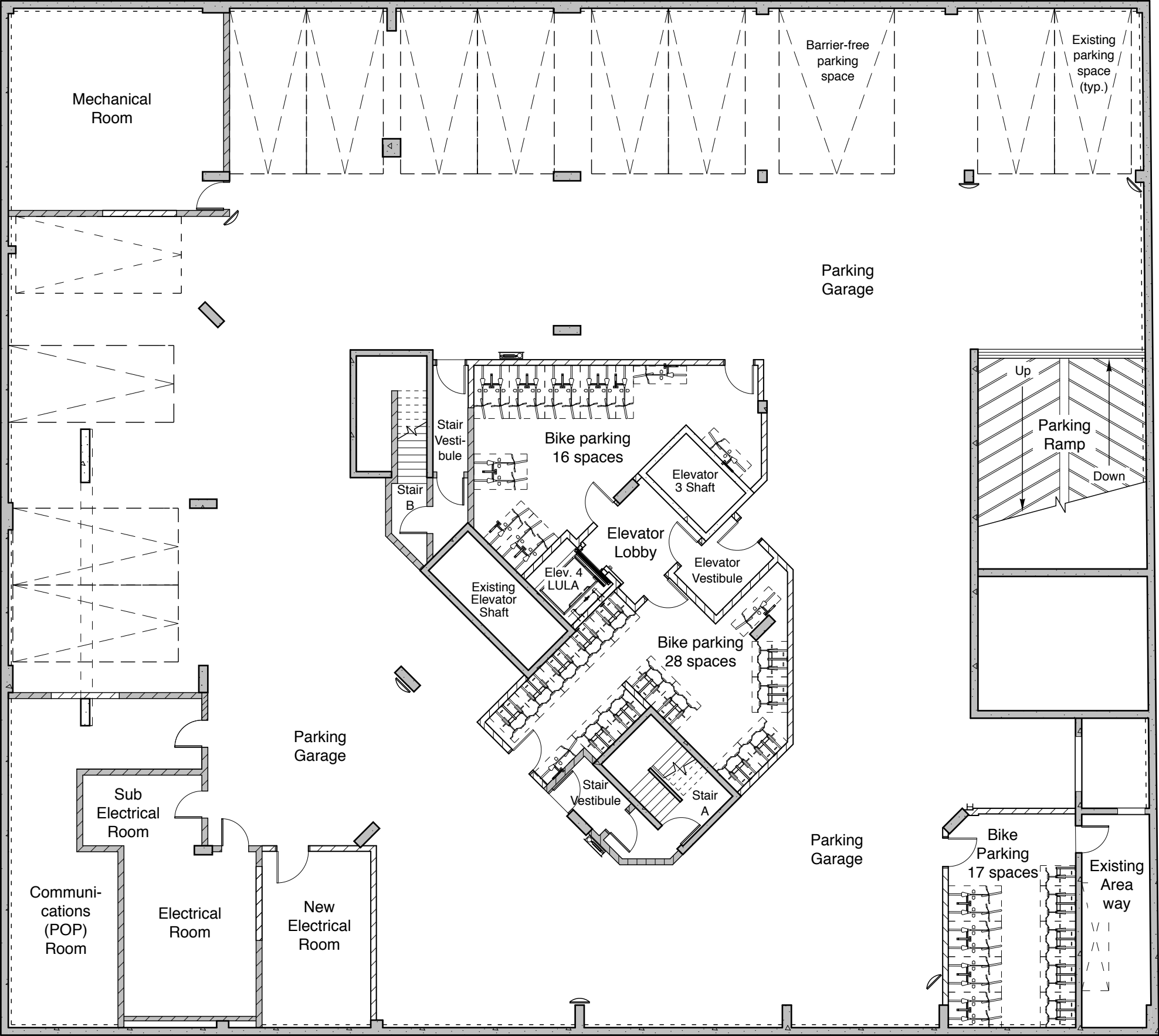
Finishes:

All Basement Areas:
water repellent sealer on concrete floors
paint finish all walls

Elevator 4 LULA Entrance:
porcelain wall tile

Basement Plan
389 Church

2020.04.16
Scale 1:150



Green outline denotes Occupancy
Group A-2: Restaurant
Remainder of building is Group C:
Residential, unless otherwise noted

Finishes:

Lobbies, Vestibule & Bike Parking:
porcelain floor tile,
porcelain wall tile at elevators

Offices:
LVT (luxury vinyl floor tile)

Washrooms:
porcelain floor tile,
porcelain wall tile

Residential Amenity Space:
athletic flooring

Garbage Rooms & Exterior Walkway:
pedestrian traffic coating

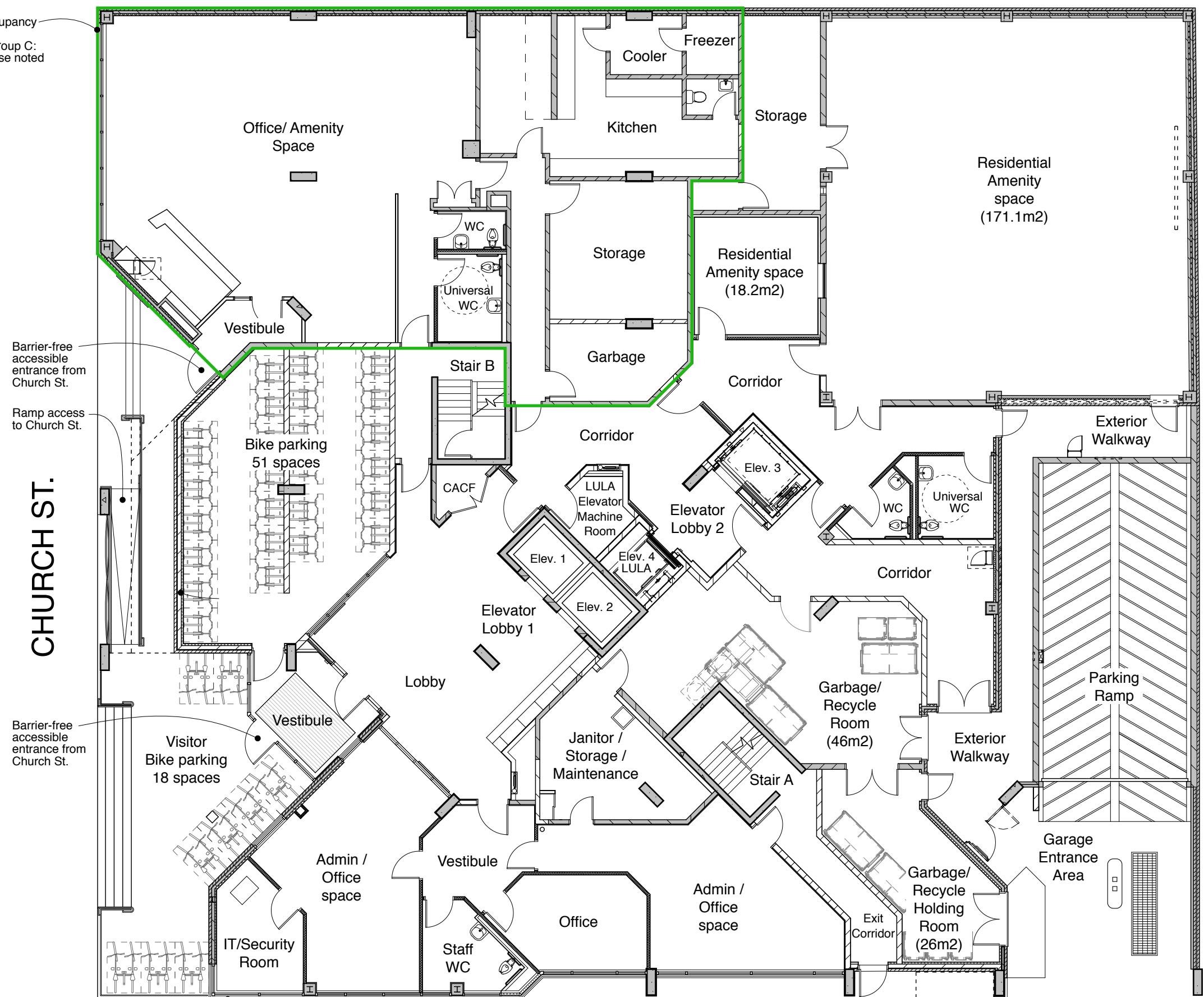
Corridors & Elevators:
porcelain floor tile

Office/ Amenity Space,
Kitchen & Storage:
tile flooring

Ground Floor Plan 389 Church

2020.05.19
Scale 1:150

0 5 metres



GRANBY ST.

Second Floor Residential Suite Count	
Studio	1
One Bedroom	7
Two Bedroom	2
Total Suites 2nd Floor	10 units
Adaptable Suite Count:	
One Bedroom Adaptable	1
Two Bedroom Adaptable	1
Total Adaptable Suites 2nd Floor	2 units
Overall Residential Suite Count (2nd to 12th floor)	
Total Adaptable One Bedroom	21
Total Adaptable Two Bedroom	11
Total Studio	11
Total One Bedroom (incl. Adaptable)	87
Total Two Bedroom (incl. Adaptable)	22
Total Residential Suites (incl. Adaptable)	120

Finishes:

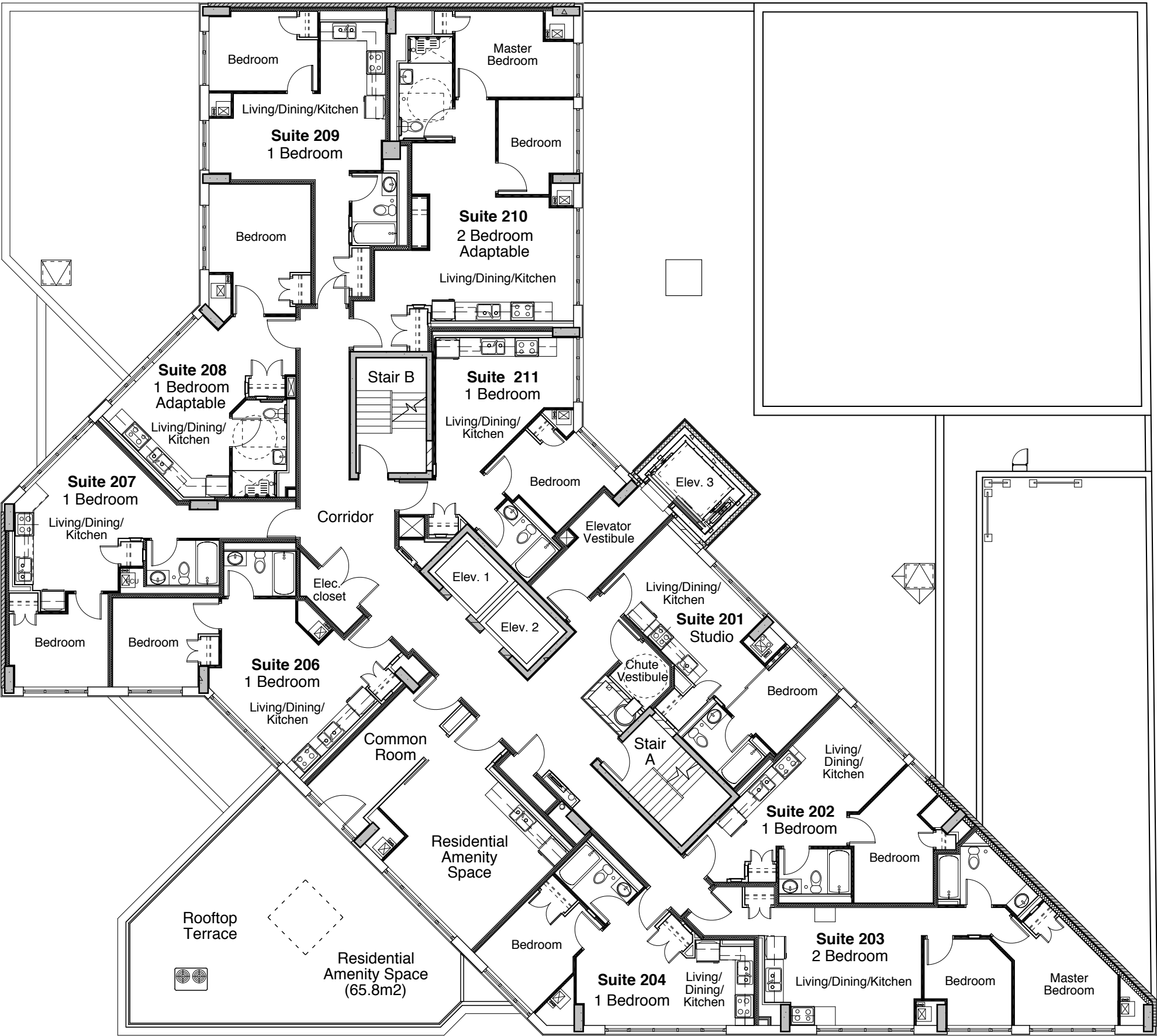
Living/Dining/Kitchen & Bedroom flooring:
Torlys Everwood Premier (vinyl plank flooring)

Bathroom flooring & suite entrance area:
porcelain floor tile

Corridors & Elevators:
porcelain floor tile, porcelain wall tile at elevators

Second Floor Plan 389 Church

2020.04.16
Scale 1:150



Typical Floor Residential Suite Count (3rd to 12th floor)	
Studio per Floor	1
One Bedroom per Floor	8
Two Bedroom per Floor	2
Total Suites per floor 3rd to 12	11 units
Adaptable Suite Count per Floor:	
One Bedroom Adaptable	2
Two Bedroom Adaptable	1
Total Adaptable Suites 3rd to 12	3 units
Overall Residential Suite Count (2nd to 12th floor)	
Total Adaptable One Bedroom	21
Total Adaptable Two Bedroom	11
Total Studio	11
Total One Bedroom (incl. Adaptable)	87
Total Two Bedroom (incl. Adaptable)	22
Total Residential Suites (incl. Adaptable)	120

Finishes:

Living/Dining/Kitchen & Bedroom flooring:
Torlys Everwood Premier (vinyl plank flooring)

Bathroom flooring & suite entrance area:
porcelain floor tile

Corridors & Elevators:
porcelain floor tile, porcelain wall tile at elevators

Typical Floor Plan 389 Church

2020.04.16
Scale 1:150

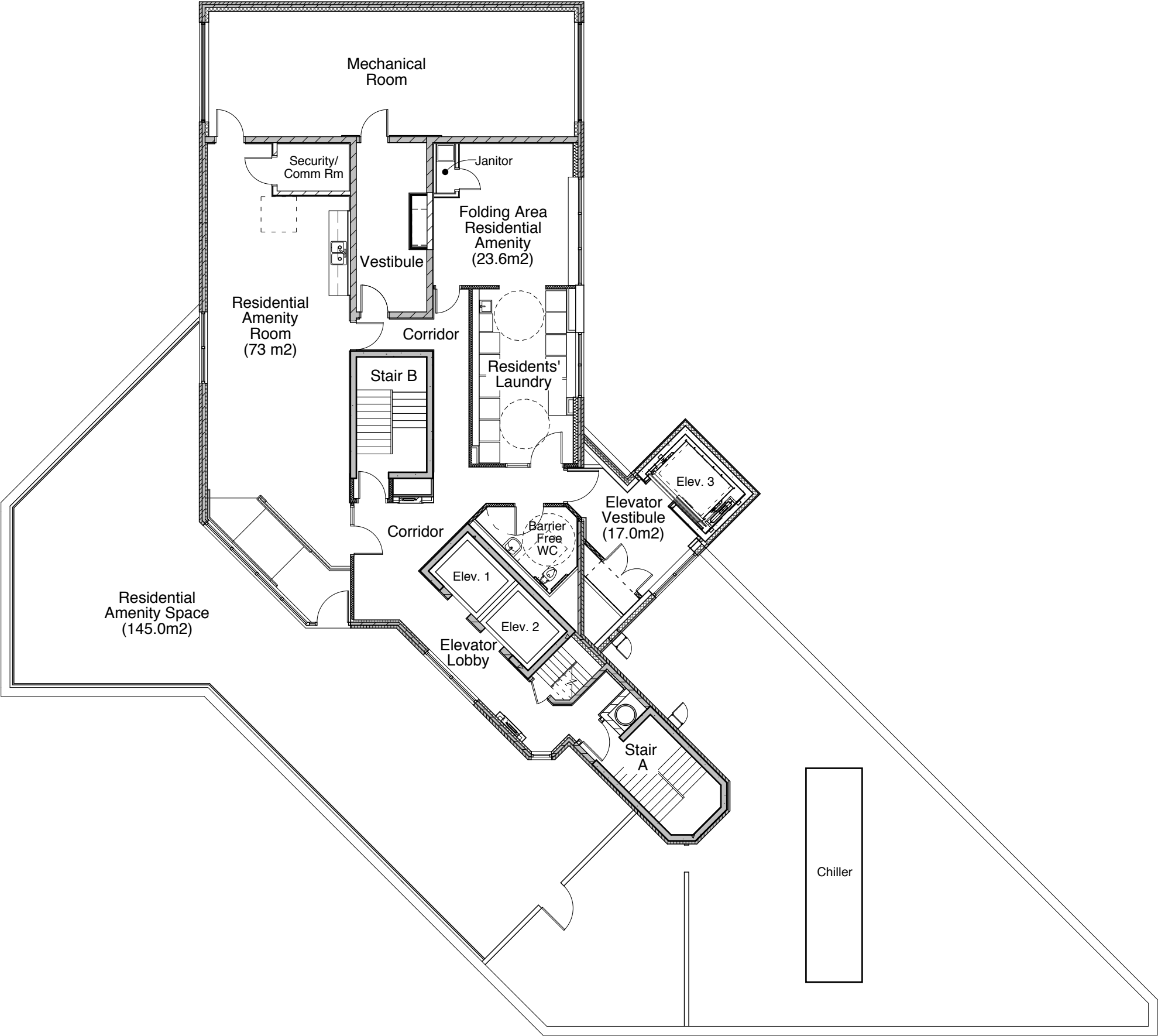


Finishes:

- Amenity spaces:
porcelain floor tile
- Residents' Laundry:
porcelain floor tile, ceramic wall tile
- Washroom:
porcelain floor tile, porcelain wall tile
- Corridors & Elevators:
porcelain floor tile, porcelain wall tile at elevators

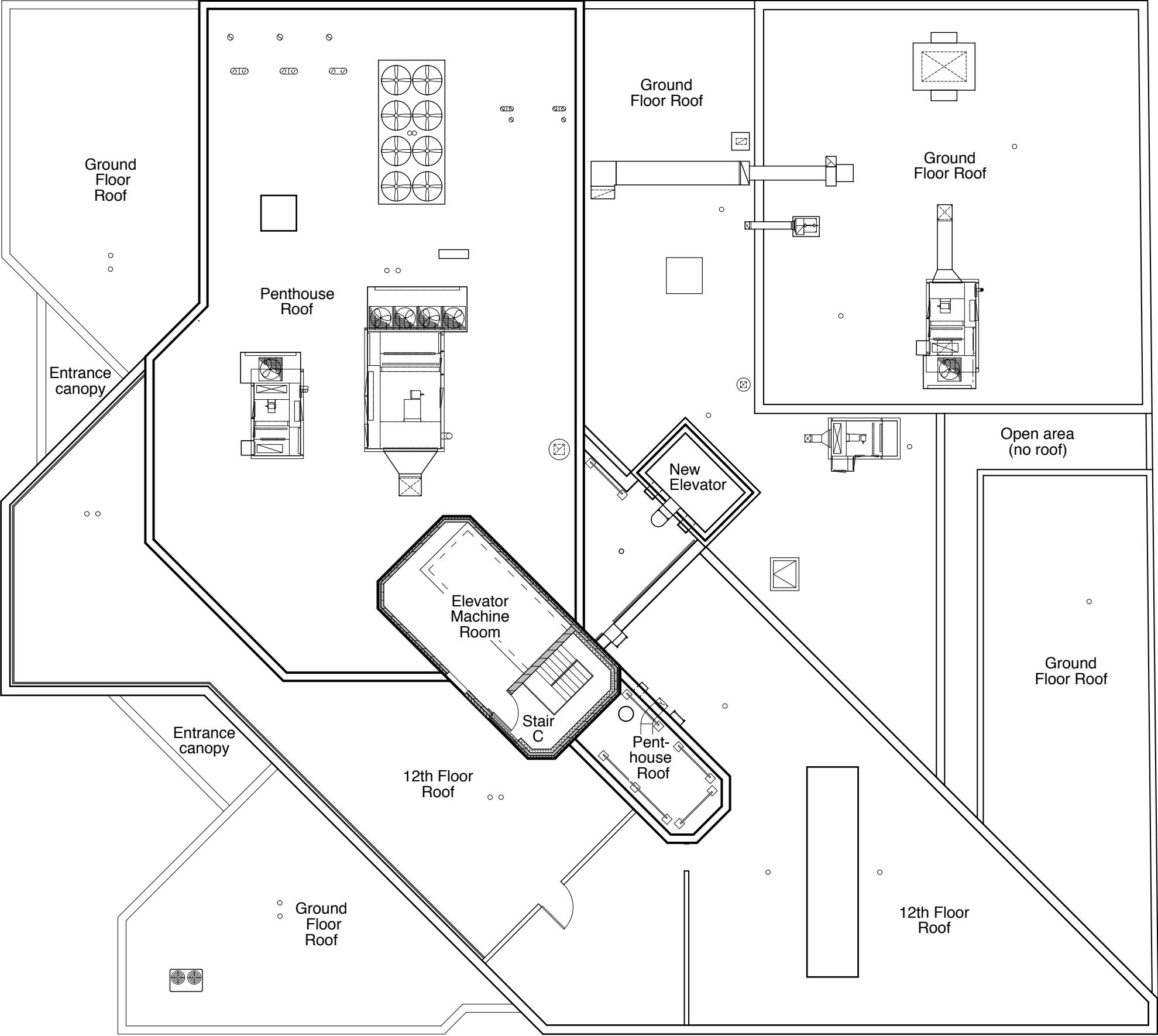
Penthouse Floor Plan
389 Church

2020.04.16
Scale 1:150



Roof & Elevator
Machine Room Plan
389 Church

2020.04.23
Scale 1:150



Appendix B: Definitions

Throughout this Request for Proposal, unless inconsistent with the subject matter or context, the following definitions will apply:

"Access Plan" means a policy established by the Proponent specifying how tenants are to be selected and how information about such process is disseminated to the public.

"Affordable Rental Housing", for the purposes of the 389 Church project, means permanent affordable rental housing with building average Monthly Occupancy Costs of 80% of Average Market Rent or lower.

"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.

"Affordability Payments" means capital funding that is flowed over a 20-year period following the completion of construction. Monthly payments will be advanced to the Success Proponent beginning at the time the Successful Proponent is required to make the first mortgage payment. Affordability Payments will be based on a competitive mortgage rate secured by the Successful Proponent, not exceeding the Bank of Canada's 5-year average residential mortgage lending rate at the time of financing, compounded semi-annually over a 20-year amortization period.

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

"City" means the City of Toronto.

"CMHC" means Canada Mortgage and Housing Corporation.

"Contribution Agreement" means the agreement entered into between the City and TCHC with respect to the funding provided and the operating requirements to be met by the tenant of 389 Church Street, to be assigned to the Successful Proponent and attached as Appendix M

"Council" means Toronto City Council.

"Home for Good (HFG)" refers to the provincial housing program.

"Lease" means the lease to be entered into by the Successful Proponent and the TCHC for 389 Church Street substantially in the form of the lease attached at Appendix K.

"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, then the Proponent shall deliver the Utility Allowance by way of setting off the amount of the Utility Allowance against the monthly rental payable;

"Proponent" means a legal entity, being a person, partnership or firm that submits a Proposal in response to this formal Request for Proposal.

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

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

"Rent Supplement Unit" means a residential unit which is occupied by or allocated to a Rent Supplement Household and any unit replacing such Rent Supplement Unit from time to time and "Unit" shall have the same meaning;

"Rent Supplement" means the difference between the rent attributable to a Rent Supplement Unit and the geared-to-income rent charged to the occupant of such Rent Supplement Unit;

"RFP" means this Request for Proposal package in its entirety, inclusive of all Appendices and any Addenda that may be issued by the City and published on the website www.toronto.ca/affordablehousing.

"Social Housing" means Housing that is prescribed under the Housing Services Act, 2011 (HSA) and is administered by the City of Toronto as Service Manager.

"Supportive Housing" means affordable rental housing and a combination of housing assistance and support services that enable people needing such services to live as independently as possible in their community.

"Successful Proponent" means the proponent who's Proposal, as determined through the evaluation criteria described in the RFP, best meets the City's requirements and with whom the City enters into a Contribution Agreement and Toronto Community Housing Corporation enters into a lease for the future operation of 389 Church Street.

"TCHC" means Toronto Community Housing Corporation, the legal owner of the property and landlord for the long term lease at 389 Church Street

Appendix C – RFP Process Terms and Conditions

Table of Contents

(i)	Proponent's Responsibility
(ii)	City Contacts and Questions
(iii)	Addenda
(iv)	Exceptions to Mandatory Requirements, Terms and Conditions
(v)	Omissions, Discrepancies and Interpretations
(vi)	Incurred Costs
(vii)	Post-Submission Adjustments and Withdrawal of Proposals
(viii)	No Collusion
(ix)	Prohibition Against Gratuities
(x)	Acceptance of Proposals
(xi)	Verification
(xii)	Conflicts of Interest
(xiii)	Ownership and Confidentiality of City-Provided Data
(xiv)	Ownership and Disclosure of Proposal Documentation
(xv)	Intellectual Property Rights
(xvi)	Failure or Default of Proponent
(xvii)	Governing Law

(i) Proponent's Responsibility

It shall be the responsibility of each Proponent:

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

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

(ii) City Contacts and Questions

The City invites questions concerning this RFP in writing. All questions should be submitted in writing by email to Vinkie Lau, Housing Development Officer, Housing Secretariat, at Vinkie.Lau@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 RFP, and any Proponent who uses any information, clarification or interpretation from any other representative does so entirely at the Proponent's own risk. Not only shall the City not be bound by any representation made by an

unauthorized person, but any attempt by a Proponent to bypass the RFP process may be grounds for rejection of its Proposal.

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

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

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

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

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

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

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

(iii) Addenda

If it becomes necessary to revise any part of this RFP, the revisions will be by Addendum posted electronically in Adobe PDF format on the City's website at www.toronto.ca/affordablehousing. The City will post Addenda with all questions and answers on the Affordable Housing website. Questions should be sent by email to Vinkie Lau, Housing Development Officer, Housing Secretariat, at Vinkie.Lau@toronto.ca.

The City reserves the right to revise this RFP up to the Closing Deadline. When an Addendum is issued the date for submitting Proposals may be revised by the City if, in its opinion, the City determines more time is necessary to enable Proponents to revise their Proposals. The City's Housing Secretariat will make reasonable efforts to issue the final Addendum (if any) by July 15, 2020.

Proponents and prospective Proponents should monitor the website www.toronto.ca/affordablehousing as frequently as they deem appropriate, until the day of the Deadline.

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

(iv) Exceptions to Mandatory Requirements, Terms and Conditions

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

(v) Omissions, Discrepancies and Interpretations

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

(vi) Incurred Costs

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

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

(vii) Post-Submission Adjustments and Withdrawal of Proposals

No unilateral adjustments by Proponents to submitted Proposals will be permitted. A Proponent may withdraw its Proposal at any time prior to the Deadline by notifying the contact for the Housing Secretariat designated in this RFP in writing on company

letterhead or in person, with appropriate identification. Telephone and e-mail requests will not be considered.

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

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

(viii) No Collusion

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

(ix) Prohibition against Gratuities

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

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

(x) Acceptance of Proposals

The City shall not be obliged to accept any Proposal in response to this RFP. The City may, without incurring any liability or cost to any Proponent:

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

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

(xi) Verification

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

(xii) Conflicts of Interest

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

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

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

(xiii) Ownership and Confidentiality of City-Provided Data

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

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

(xiv) Ownership and Disclosure of Proposal Documentation

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

- (i) shall become the property of the City and may be appended to the Agreement and/or Purchase Order with the successful Proponent;
- (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 Proponents are advised to identify in their Proposal material any scientific, technical, commercial, proprietary or similar confidential information, the disclosure of which could cause them injury.

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

(xv) Intellectual Property Rights

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

(xvi) Failure or Default of Proponent

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

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

(xvii) Governing Law

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

Appendix D - Average Market Rents

Monthly Occupancy Costs

Average Market Rent (AMR) figures published in the Fall of 2019 are used to set Monthly Occupancy Costs for Affordable Housing in the 2020 year. Monthly Occupancy Costs equal to 80 per cent of AMR will be used at 389 Church Street, as illustrated in the table below.

2020 Toronto Average Market Rent (AMR)

Unit Size	2020 Average Market Rent	2020 80% of Average Market Rent
Bachelor apartment	\$1,148	\$918
1 bedroom apartment	\$1,374	\$1,099
2 bedroom apartment	\$1,591	\$1,273

Appendix E - Eligible Support Services

Support Services refer to those services that tenants receive to promote housing stability and improve quality of life. Different types and intensities of supports will be required to meet the varying needs of tenants and this framework should be used as a guideline only. Programs may not fit neatly into one category of support.

The supports provided to tenants will be based on individualized assessment of need and tenant preferences. Supports may be provided directly through programs, through referral or through partnerships with other organizations.

HOUSING SUPPORTS

HOUSING PLACEMENT

Eligible activities include:

- Determining an individual's or family's preferences and needs for housing and type of supports.
- Securing housing for individuals and families by working with Coordinated Access, private and public local real estate, landlord associations, home communities (for example First Nation band, Inuit community, Métis settlement), to identify available housing units.
- Providing landlord-tenant services for an individual or family that was placed into housing, which includes providing landlord mediation and training on roles and responsibilities of tenants and landlords.
- Re-housing (if required)

EMERGENCY HOUSING FUNDING

Emergency Housing Funding is reasonable funding used to help an individual cover housing costs in the short term (e.g., rental arrears, first and last month's rent). The funding is time-limited and may include payments from:

- Toronto Rent Bank Loan
- Toronto Bridging Grant
- Eviction Prevention In the Community (EPIC) Grant
- Housing Stabilization Fund (HSF) Grant

HOUSING SET-UP

Activities which cover costs associated with setting up a housing unit, including: maintenance (for example painting), moving, furniture, kitchen, basic groceries and supplies at move-in, etc. If another program offers first and last month's rent or damage deposits (e.g. Ontario Works), that funding should be exhausted first for these purposes.

HOUSING STABILIZATION

Housing Stabilization Supports include follow-up or post-placement supports for clients or households that are at risk of homelessness living in transitional or permanent housing units. Housing stabilization supports may be tied to the unit or may be portable and therefore move with the tenant.

EVICTIION PREVENTION SUPPORTS PREVENTION

Prevention includes activities aimed at preventing homelessness by supporting individuals and families at imminent risk of homelessness before a crisis occurs. This includes supporting individuals and families who are currently housed but at-risk of losing their housing, and preventing individuals who are being discharged from public systems (for example, health, corrections, and child welfare) from becoming homeless. Populations at imminent risk of homelessness are defined as individuals or families whose current housing situation will end in the near future (for example, within 2 months) and for whom no subsequent residence has been established. Eligible activities (through direct delivery or referral) include:

- Discharge planning services for individuals being released from public systems (for example health, corrections, and child welfare).
- Help obtaining or retaining housing, including shared housing.
- Landlord liaison and intervention to prevent eviction and preserve tenancy
- Advice on budgeting, credit counseling and debt consolidation.
- Legal advice, advocacy and legal representation in order to avert eviction.
- Emergency assistance to help avert eviction (for example food, clothing, transportation vouchers, cleaning/repair of damage to a rental unit).
- Moving costs.

CLIENT SUPPORT SERVICES

Client support services include individualized services to help improve integration and connectedness to support structures, such as the provision of basic needs and treatment services. They may also include services to support the economic, social and cultural integration of individuals and families.

ECONOMIC INTEGRATION SERVICES

Eligible activities include:

- Income assistance: services directed towards individuals and families to help them access income benefits (for example Ontario Works or Ontario Disability Support Program social assistance, child benefits, disability benefits, veterans allowance, old age security, or employment insurance).
- Employment assistance: pre- and post-employment services (for example job search assistance, interview preparation) that bridge individuals and families to the labour market and assist them to maintain employment and build self-sufficiency.
- Education and Training assistance: services to support essential skills development (for example. reading, document use, numeracy, writing, oral communication, working with others, thinking computer use and continuous learning), services to connect individuals and families to education and training programs and services to support the successful participation in these programs (for example bus passes, clothing or equipment, food and non-alcoholic beverages, internet access for the duration of the program).

Ineligible activities include:

- Employment activities normally delivered by other federal, provincial or territorial labour market programs

- Job wages for individuals participating in an education, training, or pre-employment program
- Salary for a full-time teacher to provide an alternative to provincial education
- Tuition
- Workplace skills development
- Apprenticeship grants

SOCIAL AND COMMUNITY INTEGRATION SERVICES

Eligible activities include:

- Supports to improve social integration, for example, costs of participation or provision of cultural/art/recreational/sports activities.
- Indigenous Elder consultation, gathering and preparation of traditional foods.
- Establishing and maintaining culturally relevant responses and supports to help Indigenous individuals and families (for example navigation of urban services including to help establish and maintain culturally relevant support networks within an urban environment; Indigenous language and culture classes).

Ineligible activities include:

- Purchase of alcoholic beverages.

CLINICAL AND TREATMENT SERVICES

Clinical and treatment services are activities that seek to improve the physical, emotional and psychological health and well-being of individuals and families who are homeless or at imminent risk of homelessness.

Eligible activities include:

- Brokering and navigating access to clinical, health and treatment services (includes mental health and addictions support) through case management, including through an Intensive Case Management team.
- Partnership development, liaison and integration to bring together services to support the needs of individuals or families or to establish case management teams where none exists.
- Delivery of harm reduction activities that seek to reduce risk and connect individuals and families with key health and social services. These activities may include, for instance, storage, distribution and provision of materials and/or supplies (for example needles), prevention interventions (for example targeted programming to prevent substance abuse in homeless youth and/or youth at-risk of homelessness; managed alcohol programs, connecting individuals to harm reduction services).
- Professional fees for services provided in support of Indigenous individuals and families (for example services provided by Indigenous Elders or traditional healers). The value of professional fees, gifts or honoraria must be proportional to the service rendered and should not exceed the reasonable and customary amount for each service.
- Supports to access traditional or culturally sensitive healing services (for example healing circles, sweat lodges ceremonies, access to traditional medicines) that are not offered through provincial programming. Eligibility is not

based on service location (for example may be local or require travel to a non-local Indigenous community).

Ineligible activities include:

- Providing general health and medical services (for example doctors, nurses and other medical professional salaries), mental health or addictions support services (for example, counselling, treatment, and hospitalization) that are already provided through provincial areas of responsibility.
- An ACT team provides access to services that are the responsibility of the Province and therefore cannot be funded with support service dollars (e.g. psychiatrist, doctor, nurse, substance abuse specialist). However, assisting with project coordination of an Assertive Community Treatment team, and linking individuals and families to existing Assertive Community Treatment teams is eligible.

BASIC NEEDS SERVICES

Funding for basic needs services support outcomes that contribute to housing stability a reduction in homelessness recidivism. For Indigenous individuals and families, funding could support culturally appropriate services and connection with community (for example local and/or home community, including First Nation band, Inuit band, Métis settlement, etc.).

Eligible activities include:

- Essential services related to the provision of food and shelter, including shower and laundry facilities, food banks, soup kitchens, community kitchens and drop-in centres.
- Life skills development (for example budgeting cooking).
- Longer-term food programs that are part of another eligible activity (for example, activities that assist with community reintegration)
- Culturally relevant supports for Indigenous people (for example, cultural ceremonies, traditional supports and activities with the goal of increasing cultural connections and an individual's sense of belonging in a community).
- Groceries, personal hygiene and supplies.
- Clothing, footwear and blankets.
- Storage for belongings (up to 3 months)
- Access to traditional foods and medicines.
- Personal identification.
- Access to technology (for example phones, community voice mail, safe apps, computers, etc.) in a community setting (for example in a resource or drop-in centre).
- Bus or public transit tickets related to integration activities (for example, job search/interviews, appointments/reconnecting to family).
- Transportation to home community

Ineligible activities include:

- Delivery of basic needs services without any demonstrated outreach or intervention to improve housing stability or social/economic integration as part of the project activities.

Appendix F: Submission Checklist and Standard Forms 1-6

Submission Checklist

- ☐ Proposal Section 1.1: Letter of Introduction
- ☐ Proposal Section 1.2: Table of Contents
- ☐ Proposal Section 1.3: Summary of Proposal
- ☐ Proposal Section 1.4: Offer to Lease (and Appendix J)
- ☐ Proposal Section 2: Affordable Rental Housing Management Qualifications
- ☐ Proposal Section 3: Financial Capacity
- ☐ Proposal Section 4: Support Services Qualifications
- ☐ Proposal Section 5: Financing Plan (and Appendix G)
- ☐ Proposal Section 6: Operating and Management Plan (and Appendix H)
- ☐ Proposal Section 7: Support Services Plan (and Appendix I)
- ☐ Proposal Section 8: Community Consultation and Communications Outreach Plan
- ☐ Form 1 - Proposal Submission Form signed by an authorized official of the Proponent
- ☐ Form 2 - Conflict of Interest Form
- ☐ Form 3 - Policy to Exclude Bids from External Parties involved in the Preparation or Development of a Specific Call/Request
- ☐ Form 4 - Restrictions on the Hiring and use of Former City of Toronto Management Employees for City Contracts
- ☐ Form 5 - Environmentally Responsible Procurement Statement
- ☐ Form 6 - Declaration of Anti-Harassment/Discrimination City Policy
- ☐ A certified copy of a resolution of the Proponent's board of directors authorizing the Offer to Lease and the transaction.

**MANDATORY FORM 1 - PROPOSAL SUBMISSION FORM REQUEST FOR
PROPOSALS – AFFORDABLE RENTAL HOUSING AT 389 CHURCH STREET**

Proponent/Property Owner(s) Information	
This Proposal is submitted by:	
Name(s)	
<i>(Please provide the full legal name)</i>	
Company Name (if applicable)	
Address (for business mail)	
Phone	Fax
E-mail	
<p>I/we hereby submit a Proposal for <i>Affordable Rental Housing at 389 Church Street</i> as described within the Request for Proposals for the above named project.</p> <p>I/we have carefully reviewed the RFP including all appendices and have a clear and comprehensive understanding of the requirements.</p> <p>I/we have submitted all the relevant information and if selected, agree to use the funding in accordance with the RFP's terms, conditions and specifications, as described in our Proposal as submitted, and pursuant to the Contribution Agreement with the City of Toronto.</p> <p>I/we agree that this submission is being made without any collusion or fraud.</p> <p>I/we acknowledge receipt of the following addenda by number and date (if applicable):</p> <p style="padding-left: 40px;">Addendum # _____ Date _____</p> <p style="padding-left: 40px;">Addendum # _____ Date _____</p> <p style="padding-left: 40px;">Addendum # _____ Date _____</p> <p>I/WE AGREE THAT THE CONTENTS OF THIS SUBMISSION ARE ACCURATE AND TRUTHFUL.</p>	
Signature of authorized signing officer	Signature of authorized signing officer
<hr/> Name <i>(print)</i> : Date:	<hr/> Name <i>(print)</i> : Date:

**THIS FORM MUST BE SIGNED AND SUBMITTED WITH YOUR PROPOSAL OR
YOUR PROPOSAL WILL BE DECLARED INFORMAL AND WILL NOT BE
ACCEPTED.**

**IF THIS FORM IS BEING SIGNED BY AN AGENT OF THE OWNER, THE
"AUTHORIZATION OF AGENT" SECTION MUST BE SIGNED AND SUBMITTED OR
THE PROPOSAL WILL BE DECLARED INFORMAL AND WILL NOT BE ACCEPTED.**

**MANDATORY FORM 2 - DECLARATION CONFIRMING THE ABSENCE OF ANY
CONFLICTS OF INTEREST**

I,

Print (Proponent or an authorized signing officer of the Proponent)

hereby acknowledge that it is the Proponent's responsibility to ensure that all contracts are entered into, with respect to the parties with whom the maintenance and operations of affordable rental housing at 389 Church Street, are to be at arm's length from both the Proponent and other contracting parties, and that any contracts with parties with whom the Proponent or other contracting parties are not at arm's length will be considered a conflict of interest and will disqualify the Proponent for funding.

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

Signature: _____

Name of the Proponent: _____

Date: _____ auxiliary

**MANDATORY FORM 3 - 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:

1. Disallow proponents from submitting a Proposal in which the Proponent has participated in the preparation of the call document.
2. A Proponent who fails to comply will result in disqualification of their response to the call.

Did you, the proponent, assist the City of Toronto in the preparation of this Request for Proposal call?

Specify: ☐ Yes ☐ No

MANDATORY FORM 4 - 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:

1. As an independent contractor/consultant
2. As a contractor/consultant on City project work for a company/firm (but, the firm may compete); or
3. 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: _____

*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.

Signature: _____

Date: _____

MANDATORY FORM 5 - 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 or 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.

Group/Vendor/Individual Name:

Date:

MANDATORY FORM 6 - 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.

Name of Proponent (Organization or Individual):

Name of Signing Officer or Name of Applicant
(Name and Position – please print)

Appendix G – Capital Budget Form

389 Church Street

HARD COSTS including HST

	Start Up Costs	Total Cost
1	Furniture, Equipment and Amenity Appliances (exclude fridges and stoves for rental units)	
2	Other (not included in line 1, list)	
3	Shell space improvements	
4	Sub-Total of Start Up Costs (sum of lines 1-5)	
Capital Lease Costs		
5	Capital Lease	\$25M
A	Hard Costs Total	

SOFT COSTS including HST

6	Legal Fees - Contracts and Agreements	
7	Organizational Expenses (specify, e.g. rent-up)	
8	Community Consultation and Communications	
B	Soft Costs Total	

	Total Project Cost	Total Cost
C	TOTAL PROJECT COST (total of A and B)	
D	HST included in Total Project Cost	

CONTRIBUTIONS

9	Mortgage Financing	\$25M
10	Other Contributions (Government/Private, list) a) Home for Good start-up funding for suite furniture	a) \$250,000
E	TOTAL CONTRIBUTIONS	
F	Total Contributions Less Total Project Costs +/-	

Explanatory Notes - Capital Budget Form

Please explain in detail how you arrived at your estimates for each of the requested lines. Costs are to be based on 2020 rates.

Line Item	Description	Explanation
1	Include the cost of suite furniture, laundry equipment (if purchased, not leased), appliances, furniture for common areas and housing-related offices.	
3	This line should include renovation costs for the shell space. Specify what is included in the Construction Cost estimate and with HST. Provide proof of estimate if available e.g. cost consultant report.	
7	Include your calculations for the budgeted costs to rent up including costs such as marketing and rent up loss prior to full occupancy.	
9	Provide details such as lender, interest rate, term and amortization period with supporting documentation, as available.	
10	Specify amounts received from other sources of funding. Provide written confirmation of each where possible.	

Appendix H: Operating Budget Form

Project Revenue (Per Year)

			Amount/Year
1	Gross Rental Income		
2	Laundry Income		
3	Other Sources of Revenue		
4	Gross Project Revenue		
5	Minus Vacancy Allowance (specify %)		
6	Minus Allowance for Bad Debt (specify %)		
7	Home For Good Affordability Payments (annual amount based on mortgage terms for a principal of \$17.85M)		
A	NET PROJECT REVENUE		

Project Expenses (Per Year)

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

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 (i.e. 5%)	
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)	

Explanatory Notes –Operating Budget Form

Please explain in detail 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	Include your calculations for Gross Rental Income, comprised of Rent Supplement funding and rents from tenants. Note this amount must not exceed 80% AMR.	
3	Identify the number of parking spaces and the proposed monthly charge per space.	
4	Specify amounts received from other revenue sources. Provide written confirmation of each, where possible. Specify if property management expenses is in the form of staff salaries/benefits or contracted services.	
12	Specify budgeted expenses under Repairs and Maintenance category.	

Appendix I: Support Services Budget Form

Description of Project Expenses	
Project Expenses	These are costs for activities or services that benefit the specific project such as salaries for project staff and materials required for a particular project. Because these activities are directly linked to projects, their costs are usually charged to projects on an item-by-item basis.
Salaries	Project staff salaries attributed to the project. Project staff refers to those persons who carry out the core activities of the project or primarily deliver direct services to clients. Complete the accompanying staffing information form indicating for each staff position: staff function/title, total salary, percentage charged to project and salary cost charged to project and number of FTE's.
Benefits	Project staff benefits attributed to the project
Staff Training and Development	Training and professional development costs for project staff paid through the project.
Staff Travel	Project staff travel costs that support the direct service provided by the project.
Honoraria	Honoraria paid to clients, client peers and volunteers for activities that directly support the project. Provide details of honoraria.
Project Supplies	Cost of all supplies and materials required for the project. Provide a category list of project supplies.
Client and Volunteer Travel	Cost of transportation for clients/volunteers for the project, where transportation is part of the service provided. Provide detail of travel costs.
Other	Any other project expenses that directly support the project. Provide detail of other project expenses.
Overhead Expenses	These are costs for activities or services that benefit more than the specific project. Costs that are usually allocated indirectly include building operational costs/utilities, rent/mortgage, audit and legal, office materials/supplies, equipment rental and administrative staff. Materials and services purchased in bulk and /or for general organization operations are overhead costs.
<p>A service provider may charge up to 15% of the total expenditures to the "Overhead Expenses" line. Expenditures charged to overhead include costs for shared resources allocated to projects/programs across the service provider.</p>	

PROJECT STAFFING FORM					
Service Provider Name		Project Name			
STAFF FUNCTION/TITLE	Total Salary	Percentage Charged to Project	Percentage Charged to Other Sources	Salary Cost Charged to Project	FTE Equivalent Charged to Project
PROJECT STAFF- refers to staff who carry out the core activities of the project or who primarily deliver direct services to clients. EXAMPLES:	\$	%	%	\$	#
<i>e.g., Housing Worker</i>	<i>42,000</i>	<i>50%</i>	<i>50%</i>	<i>21,000</i>	<i>0.50</i>
<i>e.g., Housing Coordinator</i>	<i>60,000</i>	<i>10%</i>	<i>90%</i>	<i>6,000</i>	<i>0.10</i>
				0.00	
				0.00	
				0.00	
				0.00	
				0.00	
				0.00	
				0.00	
				0.00	
				0.00	
				0.00	
				0.00	
				0.00	
				0.00	
				0.00	
				0.00	
TOTAL PROJECT SALARIES & FTEs				0.00	0.00
TOTAL PROJECT BENEFITS					
BENEFITS AS A PERCENTAGE OF SALARIES				0.00%	

SUPPORT SERVICES BUDGET - REVENUE AND EXPENDITURES				
Service Provider Name		Project Name		
REVENUE		SSHA Funding	Other Funding Sources	TOTAL
	SSHA Funding Amount	1,140,000		1,140,000
	Other City of Toronto grants (specify below)			
				0
				0
	Federal grants (specify below)			
				0
				0
	Provincial grants			
	· Ministry of Community and Social Services			0
	· Ministry of Health and Long Term Care			0
	· Ministry of Municipal Affairs and Housing			0
	· Other provincial			0
	United Way of Greater Toronto			0
	Foundations			0
	User fees			0
	Fundraising, donations & bequests			0
	Other			0
	TOTAL REVENUE	1,140,000	0	1,140,000
EXPENDITURES		SSHA Funding	Other Funding Sources	TOTAL
PROJECT EXPENSES				
1001	Salaries (from Project Staffing Form)	0		0
1002	Benefits (from Project Staffing Form)	0		0
1005	Staff Training & Development			0
Notes for line 1005				
1006	Staff Travel			0
Notes for line 1006				
2001	Project Supplies (specify below)			
				0
				0
				0
				0
				0
				0
				0
				0
2006	Client and Volunteer Travel			0
Notes for line 2006				
2007	Honoraria			0
Notes for line 2007				
2008	Other (specify below)			

Schedule B - Budget

				0
				0
				0
				0
				0
				0
				0
				0
				0
	PROJECT EXPENSES TOTAL	0	0	0
OVERHEAD EXPENSES				
3002	Administrative staff			0
Notes for line 3002				
3003	Office materials/supplies			0
Notes for line 3003				
4001	Building Occupancy			0
Notes for line 4001				
4003	Building operational costs/utilities			0
Notes for line 4003				
4005	Equipment rental			0
Notes for line 4005				
4006	Other (specify below)			
				0
				0
				0
	OVERHEAD EXPENSES TOTAL	0	0	0
Overhead Expenses as a percentage of SSHA-funded project expenditures*		0.00%		
TOTAL EXPENDITURES		0	0	0
SURPLUS / DEFICIT		1,140,000	0	1,140,000
<p>* Note to preparer - the maximum amount that can be charged to overhead is 15% of the SSHA-funded total expenditures (See "Description of Project Expenses" tab for an explanation of Overhead Expenses).</p>				

Appendix J:

May 29, 2020 (Final)

OFFER TO LEASE

BETWEEN:

TORONTO COMMUNITY HOUSING CORPORATION

(the "**Landlord**")

- and -

[•]

(the "**Tenant**")

- and -

CITY OF TORONTO

(the "**City**")

Whereas:

- A. The Landlord has agreed to lease the lands and building municipally known as 389 Church Street (the "**Demised Premises**") to the Tenant;
- B. The City and the Landlord have entered into a Contribution Agreement dated March 20, 2018 attached hereto as Schedule A with respect to certain funding to be provided with respect to the Demised Premises (the "**Contribution Agreement**");

Now therefore in consideration of the mutual covenants hereinafter set out, the parties hereby covenant and agree with each other as follows:

1. **Tenant Offer to Lease**

- (a) The Tenant hereby offers to lease the Demised Premises from the Landlord, substantially on the terms and conditions set out in the lease attached hereto as Schedule B (the "**Lease**").
- (b) Unless otherwise defined herein, all capitalized terms used in this Offer to Lease shall have the meaning set out in the Lease;
- (c) This transaction shall be closed on December 1, 2020, unless extended as hereinafter set out (the "**Closing**").
- (d) The Landlord shall assign the Contribution Agreement to the Tenant substantially in the form of the Assignment, Assumption and Amending Agreement attached as Schedule C (the "**Assignment Agreement**");

2. **Tenant's Conditions**

The closing of this transaction is conditional until 4:30 p.m. October 15, 2020 upon:

- (a) the Tenant securing a commitment for a first mortgage on its leasehold interest in the Lease on terms and conditions satisfactory to the Tenant;

The Tenant shall use its best efforts to satisfy the forgoing condition. The Tenant shall have the right to terminate this Offer by notice in writing to the Landlord on or before the expiry of the time set out above for each of the Tenant's conditions in the event that any one or more of the foregoing conditions has not been satisfied. Upon such notice, this Offer shall be null and void. In the event that the Tenant does not notify the Landlord within the time so limited, the Tenant shall be deemed to have waived the foregoing conditions. The foregoing conditions are expressed to be for the sole benefit of the Tenant, which the Tenant shall have the right to waive, and to complete the transaction contemplated by this Offer to Lease.

3. Landlord's Conditions:

The closing of this transaction is conditional upon:

- (a) The Landlord's Board of Directors shall have approved this offer to lease by July 10, 2020;
- (b) The Landlord shall have obtained the consent of Canada Mortgage and Housing Corporation to the within lease by September 15, 2020;
- (c) nothing shall have occurred on or before Closing which, in the sole opinion of the Executive Director, Housing Secretariat could reasonably be expected to have a material adverse effect on the business, assets, liabilities or prospects of the Tenant

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

4. Tenant's Covenants

- (a) The Tenant shall pay to the Landlord, or as it may redirect, on Closing the Basic Rent amount, including the amount of Twenty-Five Million Dollars (\$25,000,000) as provided in Section 3.2 of the Lease; and,
- (b) Cooperate with the Landlord to attend at the Demised Premises in a timely manner as required in connection with the actions contemplated pursuant to Section 5.1 hereof.
- (c) Notwithstanding Section 5 below, the Tenant shall be responsible for its own information technology service contracts (i.e. Bell and Rogers) for internet, cable, TV and telephone services.

5. Landlord's Covenants

The Landlord shall upon execution of this Offer to Lease by the Tenant:

- (a) Permit the Tenant or its authorized representatives to have access to the Demised Premises prior to Closing, accompanied by a representative of the Landlord, from time to time until Closing, at all reasonable times during Business Hours on twenty-four hours' notice to the Landlord and subject to reasonable availability of the Landlord's representative, for the following purposes:
 - (i) familiarizing itself with the Demised Premises and the Building Systems, including without limitation the fire life safety system, security system, IT configuration of

- office spaces (i.e. superintendent's office) and amenity spaces such as staff room and meeting rooms, access and control systems, signage requirements, etc.;
- (ii) showing model units to potential Licensees;
 - (iii) conducting inspections of the Demised Premises to determine work needed to be completed or coordinated prior to occupancy in order to rectify any deficiencies (the "**Deficiencies**") in the work (the "**Remediation Work**") under the Landlord's construction contract for the renovation of the Demised Premises (the "**Construction Contract**"); and,
 - (iv) arranging for the delivery, placement and installation of furnishings and chattels in the individual residential units, offices, utility and other areas in the Demised Premises for the purposes of readying same for occupation by Licensees.
- (b) cause the Remediation Work including the Deficiencies to be rectified by Closing, provided that notwithstanding any other provision in this Offer to Lease, the Landlord's only obligation to complete the Remediation Work including the Deficiencies shall be to ensure the Remediation Work or the Deficiencies, as the case may be, are completed in accordance with the Construction Contract;
- (c) conduct a formal hand over session within Five (5) Business Days prior to Closing at such time determined by the Landlord and the Tenant each acting reasonably and to deliver to the Tenant at such session:
- (i) As-built plans, Specifications
 - (ii) Approvals and certifications process and documents
 - (iii) Building Systems operating and maintenance manuals, warranties
 - (iv) Commissioning reports, certifications, schedules, permits, occupancy letters, licenses, test reports
 - (v) Consultants and Trades lists
 - (vi) Contracts for any Building Systems
 - (vii) Trade shop drawings
 - (viii) Fire safety plans
 - (ix) Appliance warranties
 - (x) Building Systems Operation and Training for Tenant's maintenance staff
 - (xi) Access and Security Turnover instructions
 - (xii) Information re utility accounts
 - (xiii) Warranty Period Deficiency Procedure (one-year period following substantial performance as per the Turner Contract)
 - (i) Transfer emergency contact (i.e. Elevator per TSSA requirement) from Owner to Tenant's Call Centre
- (collectively the "**Turnover Deliveries**"); and,
- (d) deliver to the Tenant and the City on Closing all deliverables hereinafter set out.

6. Extension of Closing

- (a) In the event:

- (i) the Remediation Work, including Deficiencies, has not been completed and rectified, as the case may be, by December 1, 2020 to the satisfaction of the Tenant, acting reasonably, the Closing may be extended for successive periods of Ten (10) Business Days each (or such other period of time, deemed appropriate by the Landlord) by either the Landlord or the Tenant giving five (5) Business Days' written notice to the other, until the date when the Construction Contract has been 99% completed in the opinion of the Landlord's payment certifier under the Construction Contract (the "**Payment Certifier**") acting in accordance with its professional standards (the "**Completion Date**") and the Closing shall occur on the Completion Date as set out in notice from the Landlord, and the Landlord shall deliver on Closing its written undertaking to complete and rectify the Remediation Work including any Deficiencies as soon as commercially reasonably possible after Closing having regard to delivery timelines and supplier and contractor availability, provided that if,
 - (ii) the Landlord has been making reasonably commercial efforts to complete and rectify the Remediation Work including any Deficiencies by any extended Closing Date pursuant to Section 6 (a) (i) and the Construction Contract has been substantially completed as defined in the *Construction Act*, RSO C.30 but 99% of the Construction Contract has not been completed by February 28, 2020, in each case in the opinion of the Payment Certifier acting in accordance with its professional standards, the Landlord may, on five (5) Business Days' notice to the Tenant, require that the Closing occur on the date set out in the Landlord's notice and may deliver its written undertaking on Closing to complete and rectify the Remediation Work including any Deficiencies as soon as commercially reasonably possible after Closing, having regard to delivery timelines and supplier and contractor availability.
- (b) In the event Remediation Work has not been completed or the Deficiencies have not been rectified to the satisfaction of the Tenant in accordance with the undertaking of the Landlord given in accordance with Section 6 (a) (i) or (ii) above in the opinion of the Tenant acting reasonably, the matter shall be submitted to an independent arbitrator pursuant to Section 15.22 of the Lease and the Landlord shall rectify such Deficiencies required by the arbitrator to the satisfaction of the arbitrator.

7. Closing Deliveries

- (a) The Tenant shall duly execute and deliver on Closing:
 - (i) A certified cheque, payable to TCHC or as it may redirect, for the Basic Rent amount as provided in Section 3.2 of the Lease;
 - (ii) the Lease;
 - (iii) the Assignment, Assumption and Amending Agreement;
 - (iv) evidence the Reserve Fund Account has been established as required under the Lease together with written agreement by the Tenant, in form acceptable to the Landlord acting reasonably, securing the amount required to be contributed monthly to the Tenant's reserve account to fund the Capital Repair Cost;
 - (v) evidence of insurance as required under the Lease;
 - (vi) A second leasehold charge in favour of the City registered after the first leasehold charge referred to in Section 2.1 (a) in the principal amount of no more than

Fourteen Million dollars (\$14,000,000) substantially in the form attached as Schedule D;

- (vii) Certified copy of the directors' resolution of the Tenant authorizing the transaction;
 - (viii) Legal opinion in the form set out in Schedule E hereto;
 - (ix) An acknowledgement the Deficiencies have been rectified to the Tenant's satisfaction except as set out in Section 6 above;
 - (x) An acknowledgement that all Turnover Deliveries have been provided to it;
 - (xi) Declaration of Compliance with Anti-Harassment/Discrimination Legislation & City Policy attached hereto as Schedule F;
 - (xii) all other agreements and documentation and all acknowledgements and directions and other documentation required to complete this transaction and to register a satisfactory notice of the Lease on title to the Demised Premises.
- (b) The Landlord shall duly execute and deliver on Closing:
- (i) the Lease;
 - (ii) the Assignment, Assumption and Amending Agreement;
 - (iii) Certified copy of the directors' resolution of the Landlord authorizing the transaction;
 - (iv) the Turnover Deliveries;
 - (v) such keys, combination or other access devices required to access the Demised Premises;
 - (vi) the Building Condition Assessment referred to in Section 9.3, together with written notice of the amount required to be contributed monthly to the Tenant's reserve account to fund the Capital Repair Cost; and
 - (vii) all other agreements and documentation and all acknowledgements and directions and other documentation required to complete this transaction and to register a satisfactory notice of the Lease on title to the Premises.
- (c) The City shall duly execute and deliver on Closing:
- (i) the Assignment, Assumption and Amending Agreement.

8. **Notice**

- (a) Unless otherwise provided in this Offer or 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, and, in the case of notice to the Landlord, addressed to it as follows:

Toronto Community Housing Corporation

931 Yonge Street

Toronto, Ontario

M4W 2H2

Attention: General Counsel

with a copy to:

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

Attention: City Solicitor

to the Tenant:



Attention:

- (b) Any Notice so given shall be deemed conclusively to have been given and received on the date of delivery if personally delivered, or on the third (3rd) business day following the date of mailing if sent by prepaid registered mail, provided that if there is any anticipated or existing postal dispute, Notice shall be personally delivered. Either party may from time to time change its address for service by Notice to the other party to this Offer.

9. Divisions/Headings

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

10. Cumulative Remedies

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

11. Interpretation

This Offer shall be read with all changes of gender and number required by the context. If two or more persons have executed this Offer as Tenant, their liability shall be joint and several. In the event “including” or other words of inclusion are used herein, same shall be deemed to include “without limiting the generality of the foregoing.”

12. Time of Essence

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

13. Assignment

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

14. No Registration

The Tenant shall not register this Offer or any other document providing evidence of this Offer or of any interest of the Tenant in the Premises against title to the Premises (collectively, the "Tenant's Registration"). The Tenant irrevocably nominates, constitutes and appoints the Landlord as its agent and attorney in fact and in law to cause the removal of the Tenant's Registration from title to the Premises. Should the Tenant be in default of its obligations under this Section, the Landlord may (as agent and attorney of the Tenant) cause the removal of the Tenant's Registration from the title to the Premises.

15. Applicable Laws

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

16. Schedules

The following Schedules shall be incorporated herein:

Schedule A – Contribution Agreement (see Appendix M)

Schedule B – Lease (see Appendix K)

Schedule C – Assignment, Assumption and Amending Agreement (see Appendix L)

Schedule D – Second Leasehold Charge

Schedule E – Legal opinion

Schedule F – Declaration of Compliance with Anti-Harassment/Discrimination Legislation & City Policy

All Schedules attached, form part of this Agreement. If there is any conflict between what is set out in a Schedule and what is otherwise set out in the Agreement, the conflicting term set out in the Schedule shall prevail.

17. Counterparts

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

18. HST

The Tenant shall pay to the Landlord any HST or goods and services tax applicable to any payments to be made by the Tenant hereunder, if any.

19. Entire Agreement

This Offer, including any Schedules attached to this Offer shall constitute the entire agreement between the parties concerning the transaction contemplated by this Offer. The Tenant acknowledges that the Landlord has made no representation, warranty, agreement or condition, whether direct or collateral, or express or implied, which induced the Tenant to make this Offer or on which reliance is placed by the

Tenant, other than as expressly set out in this Offer. This Offer shall not be modified or amended except by written agreement executed by both the Landlord and the Tenant.

DATED the _____ day of _____, 2020.

NAME OF TENANT

Per: _____
Name: _____
Title: _____

Per: _____
Name: _____
Title: _____

I/We have the authority to bind the Corporation

TORONTO COMMUNITY HOUSING CORPORATION

Per: _____
Name: _____
Title: _____

I have the authority to bind the Corporation

CITY OF TORONTO

Per: _____
Name: _____
Title: _____

Schedule D
LEASEHOLD MORTGAGE

Additional Provisions

1. It is agreed by the Chargor and the Chargee that this Charge is given as collateral security for the Chargor's performance of its obligations under a 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 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.

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
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 E
LEGAL OPINION

[TO BE ON LETTERHEAD OF SOLICITOR FOR PROPONENT]

DATE

Legal Division

26th Floor, Metro Hall

55 John Street

Toronto, Ontario M5V 3C6

Attention: Wendy Walberg, City Solicitor

Re: City of Toronto (the “City”) and PROPONENT (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 participated in the preparation of and acted in connection with the authorization, execution, issuance and delivery by the Proponent of the following documents:

- (a) Lease dated [] for the above-mentioned property between the [] and the Proponent;
- (b) Assignment and Assumption Agreement between the City and the Proponent;
- (c) a leasehold Charge/Mortgage of Land in the principal amount of [] (the “Charge”);
- (d) a Forbearance and Priorities Agreement (“the FPA”); and
- (e) the giving of this opinion and on all matters herein described, including the Lease and the Assignment and Assumption Agreement (collectively referred to as the “Agreements”) and the Charge and the FPA, (collectively referred to as the “Security Documents”).

All of the Security Documents have been given in favour of the City for the obligations of the Proponent from time to time under the Agreements. All other capitalized terms used herein, but not otherwise defined herein, shall have the meanings ascribed to such terms in the Agreements, 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 Agreements and Security Documents was in existence when the Agreements and Security Documents were executed and delivered and had the power and capacity to enter into the Agreements and Security Documents;
- (c) that each of the Agreements and Security Documents has been duly authorized, executed and delivered by each party thereto (whether or not a signatory thereto); and
- (d) that each of the Agreements and Security Documents is a legal, valid and binding obligation of each party thereto other than the Proponent.

We have examined leasehold title to the Property and attended to the registration of the leasehold Charge and the Notice of Lease in the Land Registry Division of the Toronto Registry Office (No. 66) (the "Land Registry Office"). The details of all such registrations are set out in Schedule "A" attached to this letter and the duplicate registered copies of the documents are 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 Security Documents:

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 Security Documents;
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 "C" attached to this letter (the "Permitted Encumbrances");
3. the Leasehold Charge constitutes a good and valid second charge of the Proponent's leasehold 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;
6. there are no outstanding accounts for the supply of hydro, gas, water or sewage services to the Property; and.
7. the Property has not escheated to the Crown.

The opinions expressed above are subject to the following qualifications:

1. the enforceability of the Agreements and the Security Documents 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 Agreements and the Security Documents 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. we express no opinion as to whether a security interest may be created in permits, quotes, licences or other property which is neither personal property or an interest in land;
4. 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;
5. no opinion is given as to the enforceability of any provision of the Agreements and the Security Documents providing for the severance of illegal or unenforceable provisions from the remaining provisions of the Agreements and the Security Documents;
6. 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;
7. the enforceability of any of the Security Documents entitling the Lender 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;

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,

Schedule F

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



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

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

Date:

Group/Vendor/Individual Name:

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

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

Declaration:

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

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

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

Complete Address:

Email _____

Tel. No. _____

Postal Code:

Fax No. _____

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

Signature: _____
Authorised Signing Officer or Individual

Date: _____

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



Appendix K:

May 29, 2020 (Final)

TORONTO COMMUNITY HOUSING CORPORATION

and

XXXXXXXXXX

LEASE

389 Church Street, Toronto

THIS LEASE made as of the day of [●], 2020.

IN PURSUANCE OF the Short Form of Leases Act

B E T W E E N:

TORONTO COMMUNITY HOUSING CORPORATION

(hereinafter called the “**Landlord**”)

OF THE FIRST PART

- and –

XXXXXXXXXXXXX

(hereinafter called the “**Tenant**”)

OF THE SECOND PART

WHEREAS:

In consideration of the premises herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each Party, the Parties covenant and agree as follows:

ARTICLE 1 DEFINITIONS

Section 1.1 Definitions

The terms defined herein shall have for all purposes of this Lease and of all agreements or other subsequent instruments, implemental or confirmatory or amendatory hereof now or hereafter entered into in accordance with the provisions hereof, the following meanings unless the context expressly or by necessary implication otherwise requires:

“**Additional Rent**” means any and all amounts, other than Basic Rent, required to be paid by the Tenant under this Lease, whether or not same are designated “Additional Rent” or whether or not the same are payable by Landlord;

“**Affiliate**” of any Person means, at the time the determination is being made, any other Person Controlling, Controlled by or under common Control with, that Person, whether directly or indirectly;

“**Applicable Laws**” shall mean, collectively, every statute, regulation, by-law, building code, order, which from time to time affects the Demised Premises, the Building or the Work;

"Arbitration" means that the specified dispute is to be resolved pursuant to the *Arbitration Act, 1991*, S.O. 1991, c. 17 or any successor thereto. Each party is to bear its own costs and share equally in the fees and expenses of the Arbitrator and Arbitration, unless otherwise awarded by the Arbitrator. The parties hereby expressly agree that the provisions of the *Municipal Arbitrations Act*, R.S.O. 1990, c. M.48 relating to arbitrations shall not apply;

"Article", "Section", "Subsection" or "Paragraph" means the specified Article, Section, Subsection or Paragraph of this Lease;

"Assignment, Assumption and Amending Agreement" means the agreement assigning the Contribution Agreement to the Tenant, entered into by the City of Toronto, the Landlord and the Tenant

"Basic Rent" means the rent payable pursuant to Section 3.2;

"Building" means the [●] unit affordable housing rental building constructed located on the land and all other improvements including, without limitation, the Building Systems, all fixtures, fixed machinery, accessories and equipment or other facilities, installations, alterations, additions, renovations, mechanical, electrical and utility installations which in each case are permanently affixed thereto or permanently situated thereon or are of a permanent nature that are used in connection therewith from time to time and which together with the land forms the Demised Premises;

"BCA" shall mean an inspection and study of the Demised Premises, commonly known as a "building condition assessment", to determine the anticipated costs of major repair and replacements expected to be required, over the term of the Lease in order to maintain the Demised Premises in the condition as required under this Lease, including any update thereof from time to time and where used herein shall refer to the most recent BCA or update thereof;

"Building Systems" means: (a) all heating, ventilating, air conditioning, climate control and humidity control equipment and systems serving the Demised Premises; (b) other systems, services, installations and facilities installed in or servicing the Building including, without limitation, the following systems, services, installations and facilities: mechanical, plumbing, sprinkler, drainage and sewage, electrical and other utilities, lighting, life safety (including fire prevention, detectors, safety system testing and plans, communications, security and surveillance), computer (including environmental, security and lighting control), ice and snow melting, refuse removal, window washing and music; (c) all machinery, appliances, equipment, apparatus, components, computer software and appurtenances forming part of or used for or in connection with any of such systems, services, installations and facilities including, but not limited to, boilers, motors, generators, fans, pumps, pipes, conduits, ducts, valves, wiring, meters and controls, and the structures and shafts housing and enclosing any of them; and (d) all Landlord owned or controlled telecommunications facilities, pathways, installations and equipment;

"City" means the City of Toronto;

"Capital Repair Cost" shall mean the total expected costs as set out in the BCA;

"CMHC" means Canada Mortgage and Housing Corporation and any successor thereto;

"Commencement Date" means the XXXXXXXXXXXX;

"Control" means, with respect to any Person at any time, the possession, directly or indirectly of the power to direct or cause the direction of the management or policies of such Person, whether through the ability to exercise voting power, by contract, by virtue of being (or Controlling) the general partner, manager, managing partner, board of managers, board of trustees or board of directors of such Person, or by virtue of the beneficial ownership of or control over a majority of the economic interest of such Person or otherwise; and each of **"Controlled by"** or **"Controlling"** has a corresponding meaning;

"Contribution Agreement" means the Contribution Agreement entered into between the Landlord and the City, dated March 20, 2018, to be assigned, by way of an assignment and assumption agreement, to the Tenant by the City with respect to the Demised Premises and all schedules attached thereto;

"Demised Premises" means those lands described in Schedule "A" and shall include the Building and Building Systems, together with all rights and interests the Landlord enjoys over the adjacent properties for ingress and egress by people and vehicles, parking and for storage;

"ETA" means the *Excise Tax Act*, (Canada);

"Force Majeure" means strikes, labour troubles, inability to procure materials or services, power failure, riots, insurrection, sabotage, rebellion, actions of military or civil authorities, wars, revolutions, and terrorism, act of God, epidemics and quarantines, or other reason whether of a like nature or not, which is not the fault of the party delayed in performing work or doing acts required under the terms of this Agreement. Notwithstanding anything to the contrary contained in this Lease, if the Tenant is bona fide delayed or hindered in or prevented from the performance of any term, covenant or act required hereunder by reason of Force Majeure, then, the performance of such term, covenant or act is excused for the period of the delay and the Tenant as so delayed shall be entitled to perform such term, covenant or act within the appropriate time period after the expiration of the period of such delay

In no event shall the Tenant inability to pay any money due under this Lease be considered a "Force Majeure" event or otherwise relieve the Tenant of its obligation to make payment as required under this Lease; **"Hereof"**, **"hereto"**, **"hereunder"** or similar expressions means this Lease and, where relevant, the particular Article, Section, Subsection or Paragraph of this Lease;

"Hazardous Substances" means any hazardous or toxic substances or materials including but not limited to any products of waste, asbestos, urea formaldehyde foam insulation, radon gas or PCBs or any other contaminant or pollutant or condition of any nature or kind, including but not limited to any substance or condition defined as a contaminant or pollutant or as a hazardous or toxic substance or material or as having a negative environmental impact from time to time in any applicable legislation, by-laws or regulations or in any governmental, quasi-governmental regulatory or municipal policy or guideline.

"HST" means all harmonized taxes, goods and services taxes, sales taxes, value-added taxes, multi-stage taxes, business transfer taxes and any other taxes (however they are characterized) imposed in respect of the Rent payable by the Tenant, the rental of space by the Tenant or the provision of any service to or by the Landlord under this Lease;

"Landlord" means the Toronto Community Housing Corporation and its successors and assigns;

"Lease" means this Agreement and all amendments thereto in writing that may be agreed upon by the Landlord and the Tenant from time to time;

"Lease Year" means the twelve month period commencing on the Commencement Date or if such date is not the first day of the month, then on the first day of the month next following.

"Leasehold Mortgage" means the first mortgage or similar security executed by the Tenant of the Tenant's leasehold interest in the Project as may be extended, modified, renewed or replaced from time to time;

"Leasehold Mortgagee" means the holder of the Leasehold Mortgage, as well as CMHC, as insurer of the Leasehold Mortgage, if applicable;

"Licensee" means any Person who enters into any lease, sublease, licence or other occupancy agreement with the Tenant related to any residential unit or storage unit in the Demised Premises;

"License Agreement" means an agreement between the Tenant and a Licensee.

"Parties" means the Landlord and the Tenant and their respective successors and permitted assigns; and **"Party"** means any one of the Parties;

"Person" means any individual, partnership, corporation, trust, unincorporated organization, municipality, government, or governmental agency or any combination thereof;

"Rent" means Basic Rent and Additional Rent;

"Required Work" shall have the meaning in Section 9.7;

"Reserve Fund" has the meaning set out in Section 9.3 (b);

"Reserve Fund Account" has the meaning set out in Section 9.3 (b);

"Residential Units" means the living units within the Demised Premises described in Section 3.5 below;

"RTA" means the Residential Tenancies Act, 2002, Chapter 174 Regulations and any successor or replacement legislation;

"Taxes" means all taxes, rates, duties, charges, impositions, levies, assessments, realty taxes, licence and permit fees, and other governmental charges, general and special, ordinary and extraordinary, foreseen and unforeseen of any kind and nature whatsoever whether municipal, parliamentary or otherwise, which are from time to time levied, imposed or assessed against the Demised Premises and including those levied, imposed or assessed thereon for education, schools, utilities and local improvements or in respect of any occupancy or use thereof, capital taxes and any business transfer tax, national goods and services tax, value added tax, sales tax or any tax levied, rated, charged or assessed in respect of Rent payable by the Tenant under this Lease and municipal business taxes relating to the ownership levied or imposed on all or any portion of the Demised Premises or the revenues therefrom or the Tenant in substitution for, or in addition to, Taxes presently levied or imposed, then any such new tax or levy shall be deemed to be and shall be included in Taxes;

"Tenant" means XXXXXXXX, its successors and permitted assigns;

"Term" means the period from the Commencement Date to the fiftieth (50th) anniversary of such date, less a day;

"Transfer" means an assignment or sublet of this Lease or any transaction whereby the rights of the Tenant under this Lease or to the Demised Premises or any part, are transferred, any transaction by which any right of use or occupancy of all or any part of the Demised Premises is conferred upon a third party, any mortgage, charge or encumbrance of this Lease or the Demised Premises or any part thereof or other arrangement under which either this Lease or the Demised Premises become security for any indebtedness or other obligations and includes any transaction or occurrence whatsoever (including, but not limited to, receivership proceedings, seizure by legal process and transfer by operation of law), or any change in Control of the Tenant but does not include the entering into of a leasehold mortgage or any other security authorized pursuant to Section 5.1, or subleases, licences or other occupancy arrangements of dwelling units in the ordinary course of the Tenant's activities as permitted by Section 8.1 of this Lease. In addition, it does not include a transfer to another entity associated with and controlled by the Tenant and of which the Landlord has received notice;

"Transferee" means the Person or Persons to whom a Transfer is or is to be made; and

"Work" shall mean any renovation or capital or structural repair or alteration of the Building or any part thereof with all ancillary services thereon or connected therewith and the provision of all labour, materials, tools, machinery or equipment related thereto.

ARTICLE 2 DEMISE

Section 2.1 Demise of Demised Premises

(a) In consideration of and subject to the Rent reserved and the covenants and conditions herein on the part of the Tenant to be paid, performed, observed and complied with, the Landlord hereby demises and lets to the Tenant, and the Tenant hereby leases from the Landlord, the Demised Premises to have and to hold during the Term, unless and until sooner terminated as expressly provided herein.

(b) Each of the Landlord and the Tenant covenant and agree to perform, fulfil and observe the covenants, obligations and conditions herein contained to the extent they bind or are expressed to bind the Landlord or the Tenant, respectively.

Section 2.2 Surrender

At the expiration of the Term or the earlier termination of this Lease:

(a) The Tenant shall peaceably surrender and yield up to the Landlord the Demised Premises, in the state of repair required of the Tenant pursuant to this Lease, which shall thereupon vest in the Landlord free and clear of all financial encumbrances without any necessity for any transfer documentation and for no consideration and thereupon the rights of the Tenant under this Lease shall terminate.

(b) The Tenant shall deliver to the Landlord copies of all books and records with respect to the Demised Premises as are in its possession at such time so as to ensure the orderly continuance of operation of the Demised Premises by the Landlord if the Landlord so requires beginning on the date this Lease is terminated. The Landlord shall have the right to review the Tenant's original books and records related to the Demised Premises as and when necessary.

(c) The Tenant shall not execute any agreement with respect to the Demised Premises (including a lease or an agreement for the provision of services) which expires after the end of the Term, without the consent of the Landlord, which may be unreasonably be withheld, conditioned or delayed.

(d) Notwithstanding the termination of the Lease, whether at the expiration of the Term or earlier as is provided herein, the Tenant shall remain liable to the Landlord for any default hereunder by the Tenant, notice of which has been received by the Tenant, during the Term and which remain outstanding as of the expiry of the Term.

(e) Notwithstanding the foregoing, the Tenant, upon termination or expiry of this Lease for any cause, may go upon the Demised Premises and remove chattels, trade fixtures and other personal property in each case placed thereon by the Tenant.

(f) The Tenant shall, at the expiration or earlier termination of the Term, at its sole cost, leave the Building and any subsequent leasehold improvements in the same condition it is required to be maintained pursuant to the provisions of this Lease.

Section 2.3 Assignment of Rights

(a) At the expiration of the Term or the earlier termination of this Lease, the Tenant shall, for no consideration, assign to the Landlord all of the Tenant's interest in the Demised Premises including, for greater certainty, the Building and all Tenant's fixtures located thereon which the Tenant elects not to remove in accordance with its rights under Section 2.2 above, together with the benefit of all subleases, licence agreements, guarantees, warranties and other agreements and rights benefiting the Demised Premises or the Tenant's interest therein, if and to the extent that the Landlord shall require such benefits to be assigned, provided that such benefits are capable of being assigned. The Tenant agrees to deliver executed copies of all such documents to the Landlord at such time. The Landlord shall assume the Tenant's rights and obligations under such documents, provided that such rights and obligations are capable of being assigned. Notwithstanding the foregoing, the Tenant shall remain liable for any default, cost or obligation arising pursuant to such documents prior to the date of such assignment.

(b) The Tenant shall deliver an assignment agreement, with respect to all contracts and ongoing obligations, substantially in the form of the assignment agreement attached hereto as Schedule "B".

(c) The Tenant hereby constitutes the Landlord as the Tenant's true and lawful attorney fully empowered to execute any required documents in order to take any reasonable steps necessary to effect any such assignments set out in Section 2.3(a).

Section 2.4 Overholding

If the Landlord permits the Tenant to remain in possession of the Demised Premises after the expiration of the Term and without an agreement concerning such overholding and accepts Rent,

as set out below, in respect thereof, a tenancy from month to month shall be deemed to have been created. Such tenancy may be terminated at any time either by the Landlord or, by the Tenant by notice to the other with the termination date to be set out in the notice and to be at least sixty (60) clear days after delivery of the notice and, in the absence of written agreement to the contrary, shall be subject to all of the terms of this Lease, except as to the Term.

ARTICLE 3 RENT

Section 3.1 Covenant to Pay Rent

The Tenant agrees to pay Basic Rent and Additional Rent as herein provided.

Section 3.2 Basic Rent

- (a) From and after the Commencement Date, and throughout the Term, the Tenant shall pay to the Landlord at the office of the Landlord, or at such other place designated by the Landlord, in lawful money of Canada, without any prior demand therefor and, unless otherwise expressly set out herein, without any deduction, abatement, set-off or compensation whatsoever, as Basic Rent, the amount of Twenty-Five Million Dollars (\$25,000,000) to be paid on the Commencement Date, as well as annual rent equal to Ten Dollars (\$10.00) per annum for the duration of the Term, the receipt and sufficiency of which for the entirety of the Term has been received by the Landlord as of the date hereof.
- (b) Notwithstanding the foregoing, if an Event of Default occurs which subsists beyond any applicable cure periods set out therein, then, from and after the occurrence of such default and until such time as such default is corrected, and in addition to any other rights and remedies of the Landlord under this Lease, the Tenant will be responsible for the payment of basic rent equal to the then current fair market rent for the use of the Demised Premises as a residential building as permitted under this Lease, as of the time when the Landlord invokes its rights herein to receive payment and to be agreed to by the Landlord and the Tenant. If the Landlord and Tenant cannot reach agreement, as provided for in this section 3.2(b), as to the basic rent payable, within three months of when such basic rent becomes due and payable, then the basic rent payable will be determined by Arbitration. The Landlord and the Tenant will each pay one-half of the fees and expenses of the Arbitration (except for the separate costs of each of the Parties. For certainty, upon correction of the event of default in question, the obligations of the Tenant under this subparagraph shall cease to apply.

3.3 Late Payment Charges/NSF Cheques

If any amount due and payable to the Landlord remains unpaid thirty (30) days after it is due, interest on the amount outstanding from time to time shall be paid to the Landlord at the rate of 1.25% per month. Interest will be calculated monthly from and including the day after the last day of the thirty (30) day period and paid monthly until payment in full is received by the Landlord. The obligation of the Tenant to pay interest in accordance with this subsection is without prejudice to any of the other remedies available to the Landlord, at law or otherwise. A charge of \$40.00 (the "NSF Fee") will be paid by the Tenant for each cheque given by the Tenant to the Landlord that is not honored by the bank on which it is drawn. The NSF Fee may be increased from time to time by the Landlord so that it is equal to the fee charged by the Landlord in respect of cheques

tendered in payment of municipal tax and water charges that are not honored by the banks on which they are drawn, and the Tenant agrees to pay the NSF Fee as it may be so increased from time to time.

Section 3.4 Net Lease

The Tenant acknowledges and agrees that it is intended that this Lease is a completely carefree net lease to the Landlord, save and except as is otherwise provided for in this Lease. The Landlord is not responsible during the Term for any costs, charges, expenses and outlays of any nature whatsoever arising from or relating to the Demised Premises including, without limitation, the Building, or the use and occupancy thereof, or the contents thereof or the business or operation carried on therein, and the Tenant shall pay all charges, impositions, costs and expenses of every nature and kind whatsoever relating to the Demised Premises and the use thereof by the Tenant including, without limitation, the costs of all insurance and all Taxes, save and except as is otherwise provided for in this Lease.

Section 3.5 Nature of the Lease

This Lease shall be construed and deemed to be a commercial lease, notwithstanding that parts of the Demised Premises are used for residential purposes and may be considered "Rental Units" (as this term is defined under the RTA). The Tenant itself will not occupy the Demised Premises as a residential tenant, although Persons may occupy portions of the Demised Premises as their residential premises (the "Residential Units"). The Landlord and the Tenant acknowledge that Landlord shall not be considered to a "landlord" as defined in the RTA in relation to the Tenant's Licensees. The Landlord and the Tenant specifically acknowledge and agree that the relationship of the parties herein shall be governed by the provisions of the *Commercial Tenancies Act*, R.S.O. 1990, c.L.7.

Section 3.6 Waiver of Set-Off by Tenant

The Tenant hereby waives and renounces any and all existing and future claims and rights of set-off against any Rent and other monies payable hereunder to the Landlord and agrees to pay such Rent and other monies payable hereunder to the Landlord regardless of any claim or set-off which may be asserted by the Tenant or on its behalf.

Section 3.7 Taxes, Utility and Other Charges

The Tenant shall pay when due at the Tenant's sole expense and for its own account from and after the Commencement Date:

- (a) each and every instalment of Taxes on the Demised Premises or any part thereof, if applicable; and
- (b) all utility charges and rates and similar taxes, rates, charges and assessments including payments in lieu thereof which are properly charged, levied or assessed in connection with the Demised Premises or any part thereof or which are properly levied or assessed against the Tenant or which would, if unpaid, become a lien on the Demised Premises or the Tenant's leasehold interest therein or where such lien will, at any time, affect the interest of the Landlord; and
- (c) all of the other costs and expenses of maintaining and operating the Demised Premises, its services, equipment and facilities; such costs and expenses to include, without limiting the

generality of the foregoing: Certificates of Property Use, compliance costs, ground water discharge filtration system maintenance and repair costs, the shared facilities costs associated with the Demised Premises, water, gas, electricity, telephone, telecommunications, water heating, snow and ice removal and clearance, administrative charges and salaries, repairs and replacement of equipment, fixtures and facilities, landscaping contracts, grass cutting, lighting, cleaning, supplies, supervising; and

(d) all other charges and expenses which are the responsibility of the Tenant pursuant to this Lease.

Section 3.8 HST Payable

Pursuant to Section 6.1 of Schedule V of the ETA, no HST shall be payable on any Basic Rent or Additional Rent. Should the Canada Revenue Agency determine that HST shall be paid and remitted by the Landlord on any Rent or Additional Rent amounts, then the Tenant shall hold harmless the Landlord and immediately reimburse to the Landlord any and all HST, penalties, costs and/or interest which may become payable by or assessed against the Landlord under the ETA, with the intent that the Landlord be fully indemnified in respect of all HST payable or collectible by the Landlord.

Section 3.9 Landlord may Pay Taxes, etc.

If the Tenant fails to pay when due any Rent or Additional Rent required to be paid by the Tenant pursuant to this Lease, the Landlord shall have the right but shall have no obligation to pay the same at the expense of the Tenant after thirty (30) days' prior notice to the Tenant and the Tenant covenants to pay to the Landlord forthwith upon demand as Rent any amounts so paid by the Landlord.

Section 3.10 Adjustment of Rent

If applicable, sums paid by the Tenant under this Article 3 shall be subject to adjustment to reflect any partial billing periods encountered at the commencement or termination of this Lease.

Section 3.11 Payments of Rent

All payments of Rent are payable in lawful money of Canada without deduction, abatement, set-off or compensation whatsoever, unless otherwise expressly set out herein. Additional Rent is due and payable as specifically provided in this Lease.

ARTICLE 4 ASSIGNMENT AND SUBLETTING AND OTHER DISPOSITIONS OF INTEREST

Section 4.1 Dealings by Landlord

(a) The Landlord shall provide a non-disturbance agreement in favour of the Tenant from any mortgagee, assignee or purchaser which non-disturbance agreement shall be in a form and in substance acceptable to the Landlord and the mortgagee, assignee or purchaser, which confirms the Tenant can remain in the Demised Premises so long as it is good standing under this Lease.

(b) The Tenant shall, if requested by the Landlord, postpone the Lease and/or any registered notice of this Lease to any freehold mortgage registered after the date of registration of notice of this Lease against title to the Demised Premises, provided that:

(i) the holder of each mortgage or charge affecting the Landlord's interest in the Demised Premises has executed and delivered to the Tenant a non-disturbance agreement in a form and in substances approved by the mortgagee which confirms the Tenant can remain in the Demised Premises so long as it is good standing under this Lease;

(ii) the Tenant shall be permitted to remain in quiet possession of the Demised Premises without interruption or disturbance from the freehold mortgagee, assignee or purchaser so long as it is good standing under this Lease;

(iii) the rights of the Tenant and those of any Leasehold Mortgagee arising out of this Lease and/or Leasehold Mortgage shall not be affected or disturbed by any freehold mortgage, assignee or purchaser except as set out in Section (c) below;

(iv) the Tenant and any Leasehold Mortgagee shall not in any foreclosure or other proceedings under the freehold mortgage, nor in any other way, be deprived of its rights under or pursuant to the Lease, nor shall this Lease be terminated or effected by any foreclosure or sale or any proceeding under any freehold mortgage except as set out in Subsection (c) below; and

(v) the Landlord shall cause any party to whom it sells the Demised Premises to enter into an agreement with the Tenant and the Leasehold Mortgagee wherein the Purchaser assumes the covenants and obligations of the Landlord under this Lease, which shall remain in full force and effect.

(c) So long as the Tenant has executed the non-disturbance agreement with a mortgagee, any non-disturbance agreement shall provide that the mortgagee will not exercise any enforcement rights under its mortgage without providing notice to the Tenant of such actions and giving the Tenant the opportunity to rectify the default under such mortgage. So long as the immediately preceding sentence is complied with, the Landlord shall be entitled to exercise all enforcement rights under its mortgage.

(d) The Landlord represents and warrants that the Demised Premises are owned and seized in fee simple by the Landlord and the Landlord has entered into this Lease with proper authority and has the right to lease the Demised Premises to the Tenant as contemplated herein. If, at any time during the term any indebtedness, encumbrance, lien, assessment, claim or other matter shall arise or shall be asserted which in any way interferes or threatens to interfere with the Tenant's use of the Demised Premises, as permitted by this Lease, then the Tenant shall have the right to expend such sums as are necessary to abate such threat or interference and the Landlord shall forthwith pay to the Tenant, on demand, the amount of any such sum expended by the Tenant. The Landlord acknowledges and agrees that it shall not grant any consent, easement, right or interest in the Demised Premises or enter into any agreement affecting the Demised Premises without the Tenant's prior written approval.

Section 4.2 Assignment and Subletting by Tenant

(a) Subject to Articles 5 and 8 the Tenant shall not Transfer or sublet all or any part of the Demised Premises for the whole or any part of the Term and shall not enter into, consent to or permit any Transfer without obtaining the prior written consent of the Landlord, which consent will not be unreasonably or arbitrarily withheld, conditioned or delayed. In determining whether the Landlord is prepared to grant its consent to a Transfer, the Landlord may consider the following factors:

- (i) whether the financial standing of the proposed transferee is sufficient to satisfy the obligations of the Tenant under the Lease; and
- (ii) the reputation and experience of the transferee or its related corporation, its management and investors in the operation of affordable residential housing developments.

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

(b) Notwithstanding the foregoing or anything else contained in this Lease, the Tenant may effect a Transfer to or with any of the following, without the Landlord's consent, but with notice of same to the Landlord:

- (i) an Affiliate of the Tenant so long as there is no change in Control of the Tenant or the Affiliate; and
- (ii) any lease, sublease or licence or other occupancy related to any dwelling or storage units in any building on the Demised Premises entered into with a Licensee.

(c) Consent by the Landlord to any Transfer if granted shall not constitute a waiver of the necessity for such consent to any subsequent Transfer. This prohibition against Transfer shall include a prohibition against any Transfer by operation of law. The Transfer of a part of the Demised Premises is prohibited.

(d) No assignment by the Tenant shall be effective until the Transferee has entered into an agreement directly with the Landlord, in a form satisfactory to the Landlord, whereby the assignee expressly agrees to assume all of the obligations and liabilities arising from and after the date the assignment is effective, of the Tenant in this Lease including the use provision set out in Article 8. After the assignment is effected, the Tenant shall be relieved of all obligations and liabilities, under or pursuant to this Lease, including any liabilities or obligations incurred up to the date of the assignment is effective.

(e) If the Tenant intends to effect a Transfer, the Tenant shall give prior written notice to the Landlord of such intent specifying the identity of the Transferee, the type of Transfer contemplated, and shall provide such financial, business or other information relating to the proposed Transferee and its principals as the Landlord or any mortgagee requires, each acting reasonably, together with copies of any documents which evidence the proposed Transfer (subject always to the redaction of any confidential information). The Landlord shall, within forty-five (45) days after having received such notice and all requested information, notify the Tenant either that it consents or does not consent to the Transfer in accordance with the provisions and qualifications of this Article.

Section 4.3 Conditions of Transfer

(a) Prior to the written consent of the Landlord being obtained, no acceptance by the Landlord of any payments by a Transferee shall be deemed a waiver of the Tenant's covenants or any acceptance of the Transferee as Tenant or a release from the Tenant from the further performance by the Tenant of its obligations under this Lease. Any consent by the Landlord shall be subject to the Tenant and Transferee executing an agreement with the Landlord, in form and content satisfactory to the Landlord's solicitor, acting reasonably, agreeing that the Transferee will be bound by all of the terms of this Lease and that the Transferee will be so bound as if it had originally executed this Lease as tenant.

(b) Notwithstanding the effective date of any permitted Transfer as between the Tenant and the Transferee, all Rent for the month in which such effective date occurs shall be paid in advance by the Tenant so that the Landlord will not be required to accept partial payments of Rent for such month from either the Tenant or the Transferee.

(c) Any document evidencing any Transfer permitted by the Landlord, or setting out any terms applicable to such Transfer or the rights and obligations of the Tenant or Transferee thereunder, shall be prepared by the Landlord or its solicitors and all associated reasonable legal costs shall be paid by the Tenant..

Section 4.4 No Advertising

The Tenant shall only advertise that the whole or any part of the Demised Premises are available for a Transfer and shall only permit any broker or other Person to do so in accordance with advertising and listings which are consistent with prudent practices in the real estate industry in the greater Toronto area for buildings and premises similar to the Building and the Demised Premises without the Landlord's consent.

ARTICLE 5 LEASEHOLD MORTGAGE

Section 5.1 Tenant's Right to Mortgage

Provided that the Tenant is not in default under this Lease in each case which default persists beyond any applicable cure period, the Tenant shall have the right at any time and from time to time to mortgage this Lease and the Tenant's leasehold interest in the Demised Premises. The Leasehold Mortgage may be granted by way of assignment or otherwise. The Tenant shall also have the right to extend, modify, renew or replace any such Leasehold Mortgage with another Leasehold Mortgage, provided however that with respect to such Leasehold Mortgage:

- (a) the term of the Leasehold Mortgage shall not extend beyond the end of the Term;
- (b) the Leasehold Mortgage shall provide that it is expressly subject and subordinate to the Landlord's rights hereunder and in the Demised Premises;
- (c) nothing contained in this Lease shall in any way bind the Landlord to subordinate its reversionary interest in the Demised Premises to any Leasehold Mortgage.

(d) the Tenant and/or the Leasehold Mortgagee shall be entitled to register the Leasehold Mortgage on the leasehold parcel for the Demised Premises.

Section 5.2 Tenant to Perform all Obligations Under Leasehold Mortgage

The Tenant shall observe and perform all of the Tenant's obligations under any Leasehold Mortgage and keep any Leasehold Mortgage in good standing at all times.

Section 5.3 Tenant's Right to Refinance

The Tenant shall be entitled at any time to refinance the Leasehold Mortgage and the provisions of Section 5.1 shall be amended mutatis mutandis.

Section 5.4 Leasehold Mortgagee

Notwithstanding any other provisions of this Lease:

- (a) Provided the Leasehold Mortgagee has entered into an agreement with the Landlord in accordance with Section 5.4 (p) hereof, the Landlord will give to the Leasehold Mortgagee at the address set out in such agreement, simultaneously with service on the Tenant, a duplicate of any and all notices or demands given by the Landlord to the Tenant from time to time. The Landlord shall not exercise any right, power or remedy with respect to any default under this Lease, including any right of re-entry or distress or right to terminate this Lease until;
 - (i) the Landlord has given the Leasehold Mortgagee at least forty-five (45) days' notice in writing of the intention to exercise any right, power or remedy with respect to any default hereunder, including to the right to re-enter or to distrain or to terminate, which written notice shall specify the full particulars of the grounds therefor; and
 - (ii) the Leasehold Mortgagee has not during such forty-five (45) day period remedied such default, provided that if such default cannot be remedied within such forty-five (45) day period, the Leasehold Mortgagee shall have commenced and is proceeding diligently to remedy such default.
- (b) Any Leasehold Mortgagee may make any payment or perform any act required to be made or performed by the Tenant with the same effect as if made or performed by the Tenant;
- (c) If upon the conclusion of proceedings by the Leasehold Mortgagee for the enforcement of the leasehold mortgage and the protection of its position, the rights of the Tenant have been released to the Leasehold Mortgagee or foreclosed or sold and upon compliance by the Tenant or the Leasehold Mortgagee of all then existing grounds for exercise of any power, right or remedy including re-entry or distress or termination based on any default by the Tenant, all then existing rights (if any) in respect of any remedy including of re-entry or distress or termination based on such grounds, held by the Landlord, shall terminate and the Leasehold Mortgagee shall become the Tenant free of all liability for such grounds;

- (d) Where the Landlord, at the request of the Tenant, intends to terminate the Lease either by surrender of lease or otherwise, the Landlord shall give notice of such intention to the Leasehold Mortgagee, and so long as the Tenant is in compliance with all provisions of this Lease, the Landlord shall not terminate or accept the surrender of this Lease for sixty (60) days after such notice is given to the Leasehold Mortgagee. If the Leasehold Mortgagee provides to the Landlord notice of its intention to commence or the commencement of mortgage default enforcement action to realize on its security, including but not limited to foreclosure proceedings, and so long as the Tenant is in compliance with all provisions of this Lease, the Landlord shall not accept the surrender of the Lease so long as the Leasehold Mortgagee has commenced and is diligently proceeding with its enforcement action to realize on its security;
- (e) Throughout any period of time during which, as a result of proceedings for default under the mortgage including transfer of leasehold title under the *National Housing Act*, R.S.C., 1985, c. N-11, the Leasehold Mortgagee as successor is in leasehold possession of the Demised Premises or holds leasehold title to the Demised Premises, the review and approval of the Landlord shall not be required with respect to plans, specifications, contractors, workers, tradesmen, materials, proposals, details and drawings for repairs, replacements, maintenance, improvements, alterations, and decorations unless the repair will materially affect the building's structure or the Building Systems.
- (f) The Leasehold Mortgagee shall have no obligation to indemnify the Landlord except in the case where the Leasehold Mortgagee is in possession of the Demised Premises pursuant to the terms of this Lease and where the Tenant would be so obligated under the terms of this Lease;
- (g) If the Leasehold Mortgagee is in possession of the Demised Premises as a mortgagee in possession, then the Leasehold Mortgagee shall be responsible for the obligations of the Tenant under this Lease for so long as it is in possession of the Demised Premises, but neither the Leasehold Mortgagee nor a Transferee under a transfer entered into pursuant to this Section 5.4 shall have any liability with respect to any matter or thing occurring before the Leasehold Mortgagee's possession of the Demised Premises;
- (h) Upon any rejection of this Lease by any trustee of the Tenant in any bankruptcy, reorganization, arrangement or similar proceeding which would, if it were not for this provision, cause this Lease to terminate, without any action or consent by the Landlord, the Tenant or any Leasehold Mortgagee, the Tenant's interest hereunder shall be automatically transferred to such Leasehold Mortgagee or its nominee. Such Leasehold Mortgagee may terminate this Lease upon any such transfer upon giving notice thereof to the Landlord or no later than thirty (30) days after notice from the Landlord of such transfer. Upon any such termination the Leasehold Mortgagee shall have no further obligations hereunder (including any obligations which may have accrued prior to such termination) except to the extent the Leasehold Mortgagee was in possession of the Demised Premises or in the event that said Leasehold Mortgagee requested a new lease on the terms of this Lease, in which event all prior obligations accruing to the effective date of the new lease shall be payable at the date of its effectiveness notwithstanding the earlier rejection and termination;

- (i) In the event this Lease or any succeeding lease made pursuant to the provisions hereof is terminated prior to its stated expiration date, upon the request of the Leasehold Mortgagee, the Landlord will enter into with the Leasehold Mortgagee, or as it may direct, a new lease of the Demised Premises with the Leasehold Mortgagee for the remainder of the term, effective as of the date of such termination, at the rent and additional rent and upon the covenants, agreements, terms, provisions and limitation herein contained, provided:
 - (i) such Leasehold Mortgagee makes written request upon the Landlord for such new lease within sixty (60) days from the date of such termination and such written request is accompanied by payment to the Landlord of all amounts then due to the Landlord; and
 - (ii) such Leasehold Mortgagee pays or causes to be paid to the Landlord at the time of the execution and delivery of said new lease any and all sums which would at the time of the execution and delivery thereof be due under this Lease but for such termination and pays or cause to be paid any and all expenses, including reasonable counsel fees, court costs and disbursements incurred by the Landlord in connection with any such default and termination as well as in connection with the execution and delivery of such new lease.
- (j) Upon the execution and delivery of a new lease in accordance with the provisions hereof, all subleases which theretofore may have been assigned and transferred to the Landlord shall thereupon be assigned and transferred, without recourse by the Landlord, to the Leasehold Mortgagee as the new tenant;
- (k) The Parties hereto shall give the Leasehold Mortgagee notice of any expropriation proceedings affecting the Demised Premises and such Leasehold Mortgagee shall have the right to intervene and be made a party to any such expropriation proceedings. The Tenant's interest in any award or damages for such taking is hereby set over, transferred and assigned to the Leasehold Mortgagee to the extent that such transfer and assignment is provided for by the terms of any such leasehold mortgage;
- (l) The Parties hereto shall give the Leasehold Mortgagee notice of any arbitration or judicial proceedings by or between them and shall have the right to intervene therein and be made a party to such proceedings and shall receive notice of and a copy of any award or decision made in such proceedings;
- (m) The name of the Leasehold Mortgagee may be added to the "**Loss Payable Endorsement**" of any and all insurance policies required to be carried by the Tenant hereunder on condition that the insurance proceeds shall be applied (either by the Tenant or by any such Leasehold Mortgagee) in the manner specified in this Lease;
- (n) No Leasehold Mortgagee shall become personally liable under the agreements, terms, covenants or conditions of this Lease or any new lease entered into in accordance with the provisions of this Article 5 unless and until it becomes, and

then only for as long as it remains, the owner of the leasehold estate or goes into possession of the Demised Premises. Upon any assignment of this Lease or the aforesaid new lease by any owner of the leasehold estate whose interest shall have been acquired by, through or under any leasehold mortgage or from any holder thereof, the assignor shall be relieved of any further liability which may accrue under this Lease or the aforesaid new lease from and after the date of such assignment except for any outstanding liabilities arising prior to such date, provided that the assignee shall execute and deliver to Landlord an agreement wherein such assignee shall assume and agree to perform and observe the covenants and conditions in this Lease or the aforesaid new lease contained on Tenant's part to be performed and observed, it being the intention of the Parties that once the Leasehold Mortgagee shall succeed to Tenant's interest under this Lease or the aforesaid new lease, any and all subsequent assignments (whether by such Leasehold Mortgagee, any purchaser from or through the Leasehold Mortgagee or other transferee or assignee) shall effect a release of the assignor's further liability under this Lease or the aforesaid new lease except for any outstanding liabilities arising prior to such date. Nothing contained herein shall be deemed to release the original Tenant of its liabilities hereunder;

- (o) There shall be no merger of this Lease nor of the leasehold estate created by this lease with the fee estate in the Demised Premises or any part thereof by reason of the fact that the same person, firm, corporation or other entity may acquire or own or hold, directly or indirectly, (i) this Lease or the leasehold estate created by this Lease or any interest in this Lease or in any such leasehold estate and (ii) the fee estate in the Demised Premises or any part thereof or any interest in such fee estate, and no such merger shall occur unless and until all corporations, firms and other entities, including any Leasehold Mortgagee, having any interest in (x) this Lease or the leasehold estate created by this Lease and (y) the fee estate in the Demised Premises or any part thereof or any interest in such fee estate shall join in a written instrument effecting such merger and shall duly register the same;
- (p) The Landlord shall, upon request, execute, acknowledge and deliver to each Leasehold Mortgagee making such request an agreement prepared at the sole cost and expense of Tenant, in form reasonably satisfactory to such Leasehold Mortgagee and Landlord, between Landlord, Tenant and such Leasehold Mortgagee, agreeing to all of the provisions of this Article 5;
- (q) The Leasehold Mortgagee shall be entitled to enforce as against the Landlord all provisions of the Lease, as if it were a party to the Lease, either in the name of the Tenant or on its own behalf, including the right to bring injunctive relief, if applicable; and
- (r) If there is more than one Leasehold Mortgagee, each shall have the rights and privileges contemplated under this Article 5 and if more than one such Leasehold Mortgagee exercises their rights in conflict with one another, the holder of the higher-ranking leasehold mortgage shall prevail.

ARTICLE 6 INDEMNITY

Section 6.1 Non-Liability of Landlord

The Landlord shall not be liable or responsible in any way to the Tenant or to any other Person for, and the Tenant hereby releases the Landlord from, all claims of every nature and kind arising out of or in respect of:

- (a) the use and occupation of the Residential Units by the Licensees;
- (b) ensuring that the Licensee's use of and conduct within the Demised Premises complies with this Lease and all applicable laws;
- (c) enforcing the provisions of any License Agreement relating to the Residential Units.
- (d) the acts of (including the negligent and wilful acts of): (i) any Licensee or any Person in the Demised Premises; (ii) occupants of properties adjacent to the Demised Premises; and/or (iii) the public;
- (e) any occurrence on the Demised Premises, howsoever caused.

All property kept or stored on the Demised Premises is at the risk of the Tenant and the Tenant shall hold the Landlord harmless from and against claims arising out of damages to same, including any subrogation claims by the Tenant's insurers or by third parties. Notwithstanding the foregoing or any other provision herein or in any other agreement, the Landlord shall not be released from any liability and shall be responsible to the Tenant for all costs, fees, expenses, claims, actions, losses and damages arising from any breach of its obligations under this Lease or for any Hazardous Materials and any Hazardous Materials Activities in existence or pertaining to the period prior to the commencement date of this Lease (the "**Excluded Liability**").

Section 6.2 Tenant's Indemnity

Other than in respect of the Excluded Liability, the Tenant shall indemnify and save harmless the Landlord from any and all costs, expenses, claims, actions and losses of every nature and kind whatsoever and of and from all liabilities of every nature and kind whatsoever in connection with the Demised Premises and this Lease, whether accrued, actual, contingent including, without limitation, the following but for certainty, excluding the Excluded Liability:

- (a) any breach, violation or non-performance of any covenant, obligation or agreement in this Lease on the part of the Tenant to be fulfilled, kept, observed or performed;
- (b) all legal fees and disbursements incurred in connection with any appeal, pertaining in any manner to this Lease and the Demised Premises;
- (c) any damage to property, either real or personal, owned by the Landlord or others resulting at any time upon or occurring in or about the Demised Premises, unless caused by the gross negligence of the Landlord or those for whom the Landlord is in law responsible;

- (d) any personal or bodily injury to any person or persons, including death, resulting at any time upon or occurring in or about the Demised Premises, unless caused by the gross negligence of the Landlord or those for whom the Landlord is in law responsible;
- (e) any contract, lien, mortgage, charge or encumbrance on or in respect of the Demised Premises arising from or occasioned by the act, default or negligence of the Tenant or those for whom the Tenant is in law responsible;
- (f) all costs and expenses of every kind and nature relating to the Demised Premises, unless expressly excluded under this Lease or unless expressly stated in this Lease to be the responsibility of the Landlord. Without limiting the generality of the foregoing, the Tenant is not responsible for any costs incurred by the Landlord with respect to the preparation and/or review of such documentation required by the Landlord to give effect to the Demised Premises, unless expressly stated to be the responsibility of the Tenant; and
- (g) any appeal of an assessment of Taxes made by the Tenant, excluding any financial loss of the Landlord due to a reduction in the amount of Taxes payable by the Tenant resulting from such appeal being successful.

ARTICLE 7 INSURANCE

Section 7.1 “All Risks” Property Insurance

The Tenant shall, at all times during the Term, insure and keep insured the Demised Premises and all other insurable property belonging to the Tenant and from time to time located on the Demised Premises maintain in the names of the Tenant, the Landlord, and (if applicable) the Mortgagee as their respective interests may appear in an amount not less than the amount equal to that which would be required to replace or repair any loss or damage (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 issued by insurers from time to time), including resultant damage from error in design and faulty workmanship, to the extent available and as would be obtained by a prudent owner of such a Demised Premises, and in any event in an amount sufficient to prevent the Landlord or the Tenant from being deemed to be a co-insurer.

Section 7.2 Public Liability Insurance

The Tenant shall, at all times during the Term, maintain or cause to be maintained comprehensive general liability insurance including contractual liability on an occurrence basis in the names of the Tenant, the Landlord, and (if applicable) the Mortgagee as their respective interests may appear against claims for personal or bodily injury, death or property damage suffered by others arising in connection with the Demised Premises or out of the operations of the Tenant or its Licensees in, on or about the Demised Premises, indemnifying and insuring the Landlord and the Tenant 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 Demised Premises would, from time to time, carry (which amount shall initially be not less than Five Million Dollars (\$10,000,000.00) during any period of construction and thereafter not less than Five Million Dollars (\$10,000,000.00) 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.

Section 7.3 Other Insurance

The Tenant shall maintain, or cause to be maintained, and shall keep in force during the Term such other insurance as may be reasonably required by the Landlord or otherwise from time to time and to the extent such other insurance is consistent with the customary practices of a prudent owner of a property similar to the Demised Premises and similarly located.

Section 7.4 Co-Insurance

All policies of insurance required under this Article and all renewals thereof shall not contain a stated amount co-insurance clause effective for the term of the policy or the renewal with the result that the Tenant shall not be a co-insurer under the terms of such policy or policies and the same shall permit full recovery of the amount insured in the event of loss.

Section 7.5 Copies of Policies and Approval of Policies

- (a) The Tenant shall deliver certificates of all insurance to the Landlord forthwith.
- (b) The Landlord, acting reasonably, shall have the right, but not the obligation, to approve of the insurers and the insurance policies carried by the Tenant including the limits of coverage and the provisions thereof.

Section 7.6 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 endeavour to not cancel or alter or refuse to renew such policy prior to its expiration, 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 Landlord.

Section 7.7 Premiums and Evidence of Payment Thereof

The Tenant 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.

Section 7.8 Additional Named Insureds

The Tenant shall cause any and all policies of insurance provided for in this Article 7 to include the Landlord as an additional insured or loss payee as applicable.

Section 7.9 Landlord's Right to Insure

The Tenant shall advise the Landlord of any cancellation, material alteration or lapse of any policies of insurance required to be provided hereunder. If the Tenant fails to effect and keep such insurance in force, or if such insurance is in an amount less than the amount required under this Lease, the Landlord shall have the right, upon at least 72 hours prior written notice to the Tenant and without assuming any obligation in connection therewith, to effect such insurance at the cost of the Tenant and all outlays by the Landlord shall be payable by the Tenant to the Landlord as Rent forthwith upon demand without prejudice to any other rights and recourses of the Landlord hereunder. No such insurance taken out by the Landlord shall relieve the Tenant of its obligations to insure hereunder and the Landlord shall not be liable for any loss or damage suffered by the Tenant in connection therewith.

Section 7.10 Loss or Damage

The Landlord shall not be liable for any death or injury arising from, or out of any occurrence in, upon, at, or relating to the Demised Premises or damage to property of the Tenant or of others located on the Demised Premises, nor shall it be responsible for any loss of or damage to any property of the Tenant or others from any cause, unless and to the extent that any such death, injury, loss or damage, results from the gross negligence of the Landlord, its agents, employees, contractors, or others for whom it may, in law, be responsible, or as a result of any Excluded Liability. Without limiting the generality of the foregoing, the Landlord 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 Demised Premises 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 Landlord shall not be liable for any such damage caused by other Persons on the Demised Premises 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 Tenant kept or stored on the Demised Premises shall be so kept or stored at the risk of the Tenant only and the Tenant releases and agrees to indemnify the Landlord and save it harmless from any claims arising out of any damage to the same including, without limitation, any subrogation claims by the Tenant's insurers.

Section 7.11 Waiver of Subrogation

The Landlord and the Tenant hereby release each other, to the extent of their agreed insurance coverage, from any and all liability for any loss or damage caused by fire or any of the losses covered by the releasing party's property insurance or loss covered by the releasing party's commercial general liability insurance, required to be maintained by the releasing party hereunder. Except as provided above, nothing contained in this Lease shall be deemed to release either Party hereto from liability for damages resulting from the fault or negligence of that Party or its agents, contractors or employees.

Section 7.12 Insurance Maintained by CMHC

Notwithstanding the foregoing, so long as CMHC maintains or causes to be maintained insurance coverages not less comprehensive than those provided in Sections 7.1, 7.2 and 7.3, Sections 7.1, 7.2, 7.3, 7.4, 7.5, 7.6 and 7.8 will not be enforced against CMHC.

ARTICLE 8 USE

Section 8.1 Use and Management of Demised Premises

(a) The Tenant shall use, manage and operate the Demised Premises solely, continuously and actively for the sole purpose of providing affordable rental residential housing by way of lease, licence or similar arrangement where the period throughout which continuous occupancy of any and all unit is given to the same individual for durations of at least one month, together with all ancillary uses related thereto, or benefitting or contributing to the principle use, in each case, in accordance with the requirements of this Lease and the Contribution Agreement. The Tenant shall not use or permit the use of the Demised Premises or any part thereof for any other business or purpose except as may be permitted under this Lease or as otherwise consented to by the Landlord in its sole discretion.

(b) The Tenant shall be permitted to lease, sublease or licence units in the Building and permit occupancy of the Building only in accordance with the terms of this Lease.

(c) The Tenant shall protect all public works services and/or utilities and all easements and right-of-way in favour of the Landlord on above, under or affecting the Demised Premises.

(d) Notwithstanding the foregoing, the Tenant shall not be in default of its obligations under this Section 8.1 to the extent that it has ceased to operate in connection with any circumstance or delay contemplated by Section 15.12 hereof or any event of Force Majeure; in connection with any repair or restoration work after damage or destruction; or any alteration, remodelling, renovation or expropriation or pursuant to any permitted Transfer of this Lease.

Section 8.2 Observance of Law

The Tenant shall, at its sole cost and expense (except as otherwise specified in this Lease), promptly:

(a) observe and comply with all Applicable Laws, and all requirements of all governmental authorities, including, without limitation, federal, provincial and municipal legislative enactments, zoning and building by-laws (where applicable), and any other governmental or municipal regulations or agreements now or hereafter in force which relate to or affect the demolition or construction of buildings and to equipping or maintenance, operation and use of the Demised Premises or the conduct of any business in the Demised Premises, and public ways adjacent thereto and to the making of any repairs, replacements, alterations, additions, changes, substitutions or improvements of or to the Demised Premises or any part thereof and including further all police, fire and sanitary regulations imposed by any federal, provincial or municipal authorities and all requirements made by fire insurance underwriters to the extent required in order to keep the required insurance in force;

(b) observe and comply with all requirements of, and pay all costs and expenses in connection with, the controls imposed by governmental authorities for ambient air and environmental standards;

(c) observe and comply with all police, fire and sanitary regulations imposed by any governmental authorities (whether federal, provincial or municipal); and

(d) comply with all present and future legislation under the *Occupational Health and Safety Act*, R.S.O. 1990, c. O.1, or any successor or replacement legislation including any regulations to designated substances;

(e) carry out all modifications, alterations or changes of or to the Demised Premises and the Tenant's conduct of business in or use or operation of the Demised Premises which are required by any such authorities as set out above.

Section 8.3 Required Provisions for Residential Leases

The Tenant shall ensure that all residential leases permit the Landlord to carry out its obligations under this Lease and, without limiting the foregoing, shall include the following clauses

- (a) "The Tenant shall purchase tenant insurance with liability limits of not less than \$1,000,000.00 per occurrence, and otherwise on commercially reasonable terms for such insurance."

Section 8.4 Tenant's Right to Make Improvements

The Tenant will not make any structural alterations, replacements, additions or improvements to any part of the Demised Premises without first providing the Landlord with copies of all drawings, specifications, permits and consents relating thereto and obtaining the Landlord's prior written approval, which approval shall not be unreasonably withheld, conditioned or delayed. Any structural replacements, alterations, additions or improvements made by the Tenant without the prior written consent of the Landlord, or, which are not in accordance with the drawings and specifications approved by the Landlord, as aforesaid, shall, if requested by the Landlord be promptly removed by the Tenant at its expense and the Demised Premises restored to their previous condition. Provided, notwithstanding anything herein contained, no structural replacement, alteration, addition, or improvement to the Demised Premises by or on behalf of the Tenant shall be permitted which may weaken or endanger the structure or adversely affect the condition or operation of the Demised Premises or diminish the value thereof, or restrict or reduce the coverage of the Demised Premises for zoning purposes. Notwithstanding the generality of the foregoing, the Tenant and the Licensees shall not make any change to the exterior or the appearance of the Demised Premises without the Landlord's prior written approval, which may be unreasonably withheld.

Section 8.5 Performance of Work by Tenant

- (a) In performing any Work on the Demised Premises, the Tenant will, at its own expense:
 - (i) proceed at its own expense with all due diligence to completion and will cause the Work to be done in a good and workmanlike manner;
 - (ii) do all acts and things required for the performance and completion of the Work in accordance with all applicable building and zoning ordinances and all Applicable Laws, by-laws, orders, rules, regulations and other requirements of all federal, provincial and municipal authorities and in accordance with the Plans and Specifications, as approved by the Landlord;
 - (iii) do all acts and things required to be done in the performance of the Work in compliance with the insurance requirements;
 - (iv) proceed with care and in such a manner so that no damage or injury occurs to the Demised Premises or to the structures or other improvements located on abutting lands and if such damage or injury occurs, repair and restore the Demised Premises or such abutting lands and the structures and other improvements located thereon, to a condition satisfactory to the Landlord; and
 - (v) obtain all necessary permits at its own expense and execute the Declaration of Non-Discrimination attached as Schedule C hereto, and comply with the *Municipal Freedom of Information and Protection of Privacy Act*, R.S.O. 1990, c. M.56.

(b) If at any time prior to completion of any Work, the Work ceases and has not been resumed within three (3) months of the date Work was discontinued or if the Tenant abandons the Demised Premises, then the Landlord shall have the right, upon at least ninety (90) days prior written notice given to the Tenant, to terminate this Lease, provided that in the event the Tenant recommences and thereafter is diligently proceeding with the undertaking of the work during such ninety (90) day period, the Landlord's entitlement to terminate the Lease pursuant to this provision in such instance shall be null and void.

Section 8.6 Construction Liens

(a) If any lien under the *Construction Act*, R.S.O. 1990, c. C30, or any like statute shall at any time be registered against the Demised Premises by reason of work done or materials supplied for or to the Tenant or for or to anyone holding an interest in the Demised Premises through the Tenant or if the Landlord is given notice of any such lien, the lien shall be discharged or vacated from the title to the Demised Premises by the Tenant within ninety (90) days after the lien is filed or sooner if the Demised Premises are in jeopardy of forfeiture or sale by the party performing the Work in respect of which the lien was filed even if the validity of the lien is being contested, if requested by the Landlord, or by a Leasehold Mortgagee. If the Tenant wishes to contest the amount or validity of any lien and has so notified the Landlord and if the Tenant has deposited with the Landlord or paid into court to the credit of the lien action the amount of the lien plus a reasonable amount for costs and has registered a discharge of such lien, the Tenant may defer payment of such lien for a period of time sufficient to enable the Tenant to contest the lien with due diligence, provided always that the Demised Premises shall not thereby become liable to forfeiture or sale.

(b) The Landlord may, but shall not be obligated to, discharge or vacate any construction lien if in the Landlord's judgment, exercised reasonably, the Demised Premises become liable to immediate forfeiture or sale or the Demised Premises is otherwise in jeopardy, and any amount paid by the Landlord in so doing, shall be reimbursed to the Landlord by the Tenant as Additional Rent within thirty (30) days after demand. If a construction lien is not discharged and vacated within three (3) months of registration, notwithstanding that the lien may be contested, the Landlord shall have the right, on written notice to the Tenant, to terminate the Lease.

(c) Nothing herein contained shall authorize Tenant, or imply any consent or agreement or request on the part of the Landlord to subject the Landlord's estate or interest in the Demised Premises and/or the Building to any construction lien or any other lien of any nature or kind whatsoever. Notice is hereby given to all parties that the Landlord expressly refuses and denies any consent or agreement or request to permit their estate or interest in the Demised Premises and/or the Building to be subject to any construction lien or other lien of any nature or kind whatsoever without the express written agreement of the Landlord to this effect. Tenant acknowledges that the Landlord is not, and should not be held to be, an owner as that term is defined in the *Construction Lien Act* with respect to the construction of any work on the Demised Premises by, or on behalf of Tenant.

Section 8.7 Tenant's Covenants

The Tenant covenants in respect of the use of the Demised Premises as follows:

(a) not to commit, suffer or permit any act or omission in the Demised Premises which shall result in an illegal use or cause any breach of any of the Applicable Laws;

- (b) to maintain in force during the Term all necessary licences, permits, and authorizations relating to the use and occupancy of the Demised Premises by the Tenant; and
- (c) to comply with all terms and conditions set out in the Contribution Agreement and the Assignment, Assumption and Amending Agreement.

ARTICLE 9 REPAIRS AND MAINTENANCE

Section 9.1 Landlord Not Responsible

The Landlord shall not be obliged to furnish any services, maintenance, repairs or facilities to the Demised Premises, it being agreed by the Tenant that the Landlord shall not at any time during the term of this Lease be required or called upon to make any repairs in or to the Demised Premises of any nature or kind whatsoever. The Landlord shall not be obliged to make any repairs whatsoever to the Demised Premises at any time during the Term nor to furnish any services or facilities to the Demised Premises or the Demised Premises except as set out in this Lease (including as a result of any Excluded Liability).

Section 9.2 Tenant's Obligation to Repair

- (a) The Tenant shall, at its sole cost and expense, and at all times throughout the Term, keep and maintain the whole of the Demised Premises, and every part thereof, in first class condition and repair having regard to buildings of similar age and quality, as determined by the Landlord in its sole discretion. Without limiting the generality of the foregoing the Tenant shall promptly repair, replace and maintain and shall conduct routine, scheduled and preventative maintenance, in all cases as would a prudent owner, on and to:
 - (i) the structure of the Building including the roof and roof membrane, windows, interior concrete slab floors and exterior walls;
 - (ii) any capital repairs to the Demised Premises;
 - (iii) the Building Systems;
 - (iv) all components of the exterior of the Demised Premises; and,
 - (v) interior of the Demised Premises including the Residential Units, all trade fixtures, improvements and equipment in the Demised Premises and the Residential Units, other than property owned by a Licensee.
- (b) Without limiting the generality of the foregoing, the Tenant shall complete all repairs required in the BCA at the times and in the manner required by the BCA, and shall be entitled to utilize the Reserve Fund for such purposes, subject to compliance with the provisions of Section 9.3 (c) hereof.
- (c) The Tenant shall at all times keep the Demised Premises in a neat and orderly condition, maintain in first class condition all landscaping and exterior areas, and keep all areas clear of ice and snow including any adjacent public areas as required by law, as would a prudent owner.

- (d) In the event that the Landlord determines that any condition existing or potentially existing on the Demised Premises creates a risk to life, health or safety, the Tenant shall, at its own cost and expense, effect any repairs, maintenance or other modifications to the Demised Premises required to alleviate such condition as communicated by the Landlord to the Tenant.

Section 9.3 Building Condition Assessment and Reserve Fund

- (a) Prior to the Commencement Date, the Landlord shall conduct or cause to be conducted a BCA of the Demised Premises and thereafter the Landlord shall conduct or cause to be conducted an update of the BCA of the Demised Premises no later than five (5) years after the date of the previous BCA. The Landlord may deduct its reasonable internal administration costs of conducting the BCA or its out of pocket costs in retaining a consultant to conduct the BCA, from time to time, from the Reserve Fund Account, as hereinafter defined.
- (b) The Tenant shall deposit in a trust account at a Canadian chartered Bank (the “**Reserve Fund Account**”) the following:
 - (i) sufficient funds to establish at the end of each Lease Year the annual amount required in the most recent BCA.
 - (ii) in the event the Landlord has not conducted a BCA in any of the immediately preceding five (5) Lease Years, an amount equal to five per cent (5%) of the aggregate annual effective gross income (including all subsidies) from the Demised Premises, including any rent supplement income and affordability payments from the Province of Ontario, the City of Toronto or any other municipality;

(the “**Reserve Fund**”) to be deposited monthly in equal one twelfth (1/12) installments on or before the fifteenth (15th) day of each calendar month or, in the case of payments made pursuant to Section 9.3 (b) (ii) above, estimated amounts, adjusted within 60 days of the end of each Lease Year to reflect actual effective gross income from the Demised Premises for the preceding fiscal year.

- (c) The Tenant may, with the prior written approval of the Landlord, withdraw amounts from the Reserve Fund Account to fund capital repairs (excluding routine, scheduled or preventative maintenance) of the Demised Premises in order to maintain the same in the condition required to be maintained hereunder or under the BCA. Such approval shall not be unreasonably withheld, provided the Tenant shall comply with Sections 8.4, 8.5 and 8.6 hereof in connection with all such repairs.
- (d) Prior to the Commencement Date, the Tenant shall provide the Land with evidence the Reserve Fund Account has been established in the name of the Landlord in trust for the Tenant.
- (e) In the event the Tenant fails to do any Required Work in accordance with Section 9.7 hereof, the Landlord shall be entitled to deduct the amounts from the Reserve Fund to conduct such Required Work including an administration fee of fifteen (15%) per cent.

- (f) The Tenant hereby grants to the Landlord a security interest in and lien upon, and pledges to the Landlord, all amounts in the Reserve Fund Account and all amounts at any time in or attributable to such account or successor accounts, as security for all existing and hereafter arising obligations, liabilities and indebtedness of the Tenant to the Landlord. The Landlord shall take whatever action it considers appropriate and necessary, relying upon an opinion of counsel, to protect and enforce its rights respecting the Reserve Fund Account, including completion and registration of any documents or financing statements at the expense of the Tenant in order to perfect any security interests in the Reserve Fund Account.

Section 9.4 Reserve Fund at end of Term

All amounts in the Reserve Fund shall revert to the Landlord absolutely at the end of the Lease Term and, provided the Tenant has made all repairs to the Demised Premises in accordance with the BCA, the Landlord shall reimburse the Tenant for the cost of any repair or replacement in accordance with Section 9.5 hereof.

Section 9.5 Capital Repairs in Last Three Years of Lease

Notwithstanding any other provision of this Lease, should the Tenant, but for the provisions of this subsection 9.5 be required to effect any repair or replacement during the last three (3) years of the Term, the economically useful life of which would extend beyond the expiry of the Term, the Landlord and the Tenant may agree to terminate this Lease, or require the Tenant to proceed with the repair or replacement and, only if this Lease is not renewed and upon expiry, any unamortized amount of such repair or replacement for the period beyond the expiry of the Term will be reimbursed to the Tenant. The calculation of the unamortized amount will be based on straight line amortization of the costs of such repair or replacement over the improvements' economic life, in the opinion of the Landlord acting reasonably.

Section 9.6 Nuisance

The Tenant and its employees, agents, occupants and invitees shall not commit, cause or permit any nuisance or waste on the Demised Premises and shall ensure that nothing is done or kept at or on the Demised Premises which causes adverse disturbance, damage to or interference with normal use of any adjoining property. For certainty, the parties acknowledge and agree that the undertaking of the permitted uses herein do not violate this provision.

Section 9.7 Access by Landlord

Save in the case of emergency, as determined by the Landlord, acting reasonably in which case the Landlord shall have access without notice to the Demised Premises, the Landlord and its agents shall be entitled to enter the Demised Premises from time to time upon twenty-four (24) hours' prior notice or, where necessary, such period of time as set out in the *Residential Tenancies Act, 2006*, S.O. 2006, c. 17 or its successor legislation, to view its state of repair, and without being considered to be interfering unreasonably with the Tenant's possession of the Demised Premises or the possession of any of the Tenant's subtenants or occupants.

Section 9.8 Repairs by Landlord

In the event the Landlord determines in its sole opinion, that the Demised Premises are not being maintained in the condition required under this Lease, the Landlord may on written notice require the Tenant to make repairs, alterations, changes, adjustments, improvements or additions to the Demised Premises or any part of them (the "**Required Work**"), as the Landlord reasonably considers necessary or desirable to maintain the Demised Premises in such condition. In the event the Tenant fails to do so within thirty (30) days after receipt of the Landlord's notice, the Landlord may elect to carry out the Required Work and recover all expenses from the Tenant including a fifteen percent (15%) administration fee.

Section 9.9 Environmental Matters

(a) The Tenant shall not cause or allow any hazardous or toxic waste or substances (collectively the "Hazardous Materials") to be used, generated, stored, or disposed of on, under or about, or transported to or from, the Demised Premises (collectively the "Hazardous Materials Activities") except in strict compliance, at the Tenant's expense, with all applicable Environmental Laws, as hereinafter defined, and using all necessary and appropriate precautions which a prudent operator would exercise.

(b) The Landlord shall not be liable to the Tenant for any Hazardous Materials Activities conducted on the Demised Premises during the Term or any extension thereof, however caused, whether or not consented to by the Landlord; the Tenant shall indemnify, defend with counsel, and hold the Landlord harmless from and against any claims, damages, costs and liabilities arising out of any and all such Hazardous Materials Activities.

(c) For purposes hereof, Hazardous Materials shall include but not be limited to substances defined as contaminants or pollutants under the *Environmental Protection Act* (Ontario), R.S.O. 1990, c. E.19 or the *Canadian Environmental Protection Act*, 1999, S.C. 1999, c. 33, and all other laws and ordinances governing similar matters; and any regulations adopted and publications promulgated pursuant thereto (collectively the "Environmental Laws"), as they may be amended from time to time.

(d) The Tenant shall notify the Landlord, as soon as reasonably possible both by telephone and in writing of any material spill or material unauthorized discharge of Hazardous Materials or of any material discharges under the Environmental Laws, and the Landlord, its representatives and employees at their expense may enter the Demised Premises at any time, upon reasonable notice, during the Term to inspect the Tenant's compliance herewith.

(e) The Tenant shall also be responsible for proper disposal of all substances and toxic materials, and other materials which under the Environmental Laws, any Governmental regulations dealing with waste and or recycling by virtue of prudent waste management procedures in the Tenant's industry require special disposal measures, including, without limitation, oil, kitchen waste, grease and cleaning substances.

(f) Subject to the provisions of Subsections 9.5 (7) and (9) below, after the Commencement Date, the Demised Premises shall be entirely at the risk of the Tenant and the Tenant shall assume any and all responsibilities and liabilities arising out of or in any way connected with any matter or condition in, on, under or in the vicinity of the Demised Premises from and after the Commencement Date, whether known or unknown and whether such responsibilities are imposed

by federal, provincial or municipal laws, statutes, by-laws, rules, regulations, orders or directives or by any regulatory authority, and whether imposed by common law, equity or statute ("Environmental Laws").

(g) The Landlord releases and discharges the Tenant, its employees, directors, officers, appointees, representatives and agents from any claims, demands and actions arising out of or as a result of the condition of the Demised Premises as of the Commencement Date and any impact such condition has had on any adjacent land owned by the Landlord, except where the claim, demand or action has been caused by the negligence of the Tenant or the negligence of any person on the Demised Premises at the invitation or request of the Tenant.

(h) The Tenant hereby indemnifies the Landlord, its elected and appointed officials, directors, officers, employees, appointees, agents and representatives (the "Indemnified Parties") from and against all damages, losses, liabilities, harm, injury, costs, expenses, actions, demands and claims (including legal and witness costs) that are suffered, sustained or incurred by an Indemnified Party as a result of or in connection with the activities or omissions of the Tenant on the Demised Premises or the activities or omissions of any person on the Demised Premises at the invitation or request of the Tenant, including in respect of any environmental investigations or remediation undertaken by the Tenant. This indemnity from the Tenant is the sole and exclusive indemnity obligation of the Tenant to the Landlord

(i) Notwithstanding the provisions of Sections 9.5 (6), (7) and (8) in the event that:

(i) the soil, subsoil, surface water or groundwater of any other lands ("Neighbouring Properties") are affected by Hazardous Substance emanating from the Demised Premises to the extent that such effect is the result of the presence of Hazardous Substance on the Demised Premises prior to the Commencement Date or in respect of any Excluded Liability; and/or

(ii) after the Commencement Date, Hazardous Substance emanating from lands owned or controlled by the Landlord affects the soil, subsoil, surface water or ground water at, on or under the Demised Premises, this Lease shall in either case not relieve the Landlord from any responsibilities and liabilities therefor to the Tenant or the owners or occupants of any Neighboring Properties and/or any Governmental Authority to the extent the Landlord has such responsibility under Environmental Laws and such effects cause damages, losses, liabilities, harm, injury, costs, expenses to, or actions, demands and claims against the Tenant or are the subject of regulatory action or third party claims, and the Tenant shall not be required to indemnify the Landlord with respect thereto. For clarity, it is understood and agreed that in the circumstances described in this Subsection 9.5 (9), the Landlord shall bear the responsibility and liability therefor, including as it would have had at law as if Subsections 9.5 (6), (7) and (8) had not been included herein.

ARTICLE 10 DAMAGE OR DESTRUCTION

Section 10.1 Continuation of Rent

Subject to subsection 10.2 (b) below, the partial or complete damage to or destruction of the Building shall not terminate this Lease or entitle the Tenant to any abatement of Rent.

Section 10.2 Repair and Replacement by Tenant

(a) If the Building from time to time standing on the Demised Premises, or any equipment, machinery and other facilities are totally or partially destroyed by any cause whatsoever, there shall be no abatement of Rent and the Tenant shall repair, replace, rebuild or restore same with all reasonable diligence, in accordance with Section 9.2 and the Tenant shall not be entitled to use the Reserve Fund in respect thereof.

(b) Provided further that, notwithstanding Section 10.2(a), if the Building is damaged or destroyed in excess of 50% of the Replacement Cost of the Building above ground, either the Landlord or the Tenant, may within ninety (90) days of such damage or destruction, at its option, give written notice to the other Party that it wishes to terminate the Lease, in which case neither the Landlord nor the Tenant shall be obliged to repair, the Tenant shall surrender the Demised Premises to the Landlord within thirty (30) days after delivery of the notice, the Rent shall be apportioned and paid to the date of such damage or destruction, and the Lease shall forthwith be terminated.

(c) The Tenant shall not be deemed to be in default under this Lease during any period of construction or repair while the Demised Premises is tenantable.

(d) The certificate of a quantity surveyor appointed by the Landlord shall bind the Parties as to:

- (a) the percentage of the Demised Premises rendered tenantable;
- (b) the date upon which the reconstruction or repair is completed and the date when the Demised Premises are rendered tenantable; and
- (c) the state of completion of any repair or replacement by the Tenant.

ARTICLE 11 REMEDIES OF LANDLORD

Section 11.1 Default and Right to Re-Enter

If and whenever:

(a) the Tenant fails to pay any Rent or other sums due hereunder within thirty (30) days of the later of the day or dates appointed for the payment thereof and receipt of written notice by the Tenant from the Landlord of the amounts delinquent and then outstanding; or

(b) the Tenant fails to observe or perform any terms, covenants, obligations or conditions of this Lease, the Contribution Agreement or the Assignment, Assumption and Amending Agreement, to be observed or performed by the Tenant, provided the Landlord first gives the Tenant thirty (30) days prior written notice of any such failure to perform (other than those terms, covenants or conditions set out below in Subsections (c), (c), (e), (f), (g) or (h), for which no notice is required) and the Tenant fails to cure such failure within such period of thirty (30) days or such longer time as would have reasonably sufficed for the remedying of such breach or non-performance, provided the Tenant has commenced to remedy the same within thirty (30) days and thereafter proceeds to remedy the same within all due diligence, further provided that the Tenant shall not be entitled to the advantage of such longer time unless it shall have actually

commenced and thereafter proceeds to remedy the same with all due diligence and shall have provided to the Landlord, if requested by the Landlord, reasonable evidence as to the steps being taken by the Tenant toward remedying the same; or

(c) the Tenant becomes bankrupt or insolvent or takes the benefit of any act now or hereafter in force for bankrupt or insolvent debtors or files any proposal or makes any assignment for the benefit of creditors or any arrangement of compromise; or

(d) a receiver or a receiver and manager is appointed for all or a portion of the Tenant's property and the receiver's appointment is not vacated within thirty (30) days; or

(e) any steps are taken or any action or proceedings are instituted by the Tenant or by any other party including, without limitation, any court or governmental body of competent jurisdiction for the dissolution, winding-up or liquidation of the Tenant or its assets other than a corporate re-organization of the Tenant and such dissolution, winding-up or liquidation is not rescinded within thirty (30) days; or

(f) the Tenant abandons the Demised Premises or the Demised Premises becomes unoccupied for a period of sixty (60) consecutive days or more without the consent of the Landlord, or

(g) this Lease is taken under any writ of execution; or

(h) the Tenant purports to make a Transfer other than in compliance with this Lease, which Transfer is not withdrawn within ninety (90) days following written notice from the Landlord in respect thereof,

then and in every such case the Landlord, in addition to any other rights or remedies it has pursuant to this Lease or by law, has the immediate right of re-entry upon the Demised Premises and it may repossess the Demised Premises, all without service of notice or resort to legal process and without the Landlord being considered guilty of trespass or becoming liable for any loss or damage which may be occasioned thereby.

(i) Notwithstanding the foregoing and without limiting any other remedies, the Landlord may have arising out of this Lease or at law, upon the happening of a default by the Tenant under this Lease which the Tenant has not rectified within the time required pursuant to the provisions of this Lease, the Landlord shall have the right, without any re-entry or termination of this Lease, to enter upon the Demised Premises and cure or attempt to cure such default (but this shall not obligate the Landlord to cure or attempt to cure any such default or, after having commenced to cure or attempted to cure such default, to continue to do so), and to recover from the Tenant all damages and expenses incurred by the Landlord (plus 15% for administration costs) as a result of any breach by the Tenant.

Section 11.2 Right to Relet

If the Landlord elects to re-enter the Demised Premises as herein provided, or if it takes possession pursuant to legal proceedings or pursuant to any notice provided for by law, it may either terminate this Lease or it may from time to time without terminating this Lease make such alterations and repairs as are necessary in order to relet the Demised Premises or any part thereof for such term or terms (which may be for a term extending beyond the Term) and at such Rent and upon such other terms, covenants and conditions as the Landlord in its sole discretion

considers advisable. Upon each such reletting all rent received by the Landlord from such reletting shall be applied first, to the payment of any indebtedness other than Rent due hereunder from the Tenant to the Landlord; second, to the payment of any costs and expenses of such reletting, including brokerage fees, and solicitor's fees and of costs of such alterations and repairs; third, to the payment of Rent due and unpaid hereunder; and the residue, if any, shall be held by the Landlord and applied in payment of future rent as the same becomes due and payable hereunder. If such Rent received from such reletting during any month is less than that to be paid during that month by the Tenant hereunder, the Tenant shall pay any such deficiency which shall be calculated and paid monthly in advance on or before the first day of each and every month. No such re-entry or taking possession of the Demised Premises by the Landlord shall be construed as an election on its part to terminate this Lease unless a written notice of such intention is given to the Tenant. Notwithstanding any such reletting without termination the Landlord may at any time thereafter elect to terminate this Lease for such previous breach. If the Landlord at any time terminates this Lease for any breach, in addition to any other remedies it may have, it may recover from the Tenant all damages it incurs by reason of such breach, including the cost of recovering the Demised Premises, solicitor's fees (on a solicitor and client basis) and including the worth at the time of such termination of the excess, if any, of the amount of Rent and charges equivalent to Rent required to be paid pursuant to this Lease for the remainder of the stated Term over the then reasonable rental value of the Demised Premises for the remainder of the stated Term, all of which amounts shall be immediately due and payable by the Tenant to the Landlord.

Section 11.3 Three Months' Rent

In any events referred to in Section 11.1, in addition to any and all other rights, including the rights referred to in this Section and in Section 11.1, the full amount of the current month's instalment of Additional Rent and any other payments required to be made monthly hereunder, together with the next three months instalments for Rent, all of which shall be deemed to be accruing due on a day-to-day basis, shall immediately become due and payable as accelerated Rent, and the Landlord may immediately distrain for the same, together with any arrears then unpaid.

Section 11.4 Landlord's Expenses

If legal action is brought for recovery of possession of the Demised Premises, for the recovery of Rent or any other amount due under this Lease, or because of the breach of any other terms, covenants or conditions herein contained on the part of the Tenant to be kept or performed, and a breach is established, the Tenant shall pay to the Landlord all reasonable expenses incurred therefor, including solicitor's fee (on a solicitor and client basis), unless a Court shall otherwise award.

Section 11.5 Removal of Chattels

In case of removal by the Tenant of the goods and chattels of the Tenant from the Demised Premises other than in accordance with this Lease, the Landlord may follow same for thirty (30) days in the same manner as is provided for in the *Commercial Tenancies Act*, R.S.O. 1990, c.L.7.

Section 11.6 Waiver by Tenant of Exemption from Distress

The Tenant hereby agrees with the Landlord that notwithstanding anything contained in the *Commercial Tenancies Act*, or any statute subsequently passed to take the place of or amend the said Act, none of the goods and chattels of the Tenant on the Demised Premises at any time

during the Term shall be exempt from levy by distress for Rent in arrears by the Tenant as provided for by any sections of the said Act or any amendments thereto, and that if any claim is made for such exemption by the Tenant or if a distress is made by the Landlord, this covenant and agreement may be pleaded as an estoppel against the Tenant in any action brought to test the right to the levying upon any such goods as are named as exempted in any sections of the said Act or any amendments thereto; the Tenant waiving, as it hereby does, all and every benefit that could or might have accrued to the Tenant under any or by virtue of any sections of the said Act, or any amendments thereto but for this covenant. Notwithstanding the foregoing, in the event that CMHC holds leasehold title, as tenant, this clause will not be enforced.

Section 11.7 Remedies of Landlord Cumulative

The remedies of the Landlord specified in this Lease are cumulative and are in addition to any remedies of the Landlord at law or equity. No remedy shall be deemed to be exclusive, and the Landlord may from time to time have recourse to one or more or all of the available remedies specified herein or at law or equity.

ARTICLE 12 QUIET ENJOYMENT

Section 12.1 Right of Tenant

If the Tenant is not in default with respect to the payment of Rent hereby reserved, which default persists beyond any applicable cure period, the Tenant shall and may peaceably enjoy and possess the Demised Premises during the Term, without any interruption or disturbance whatsoever from the Landlord or any other Person, firm or corporation lawfully claiming from or under the Landlord, and free from the adverse claims of any Persons whatsoever and the Landlord will protect the Tenant, with full, complete and absolute possession of the Demised Premises subject in each case only to the other express provisions of this Lease. The Landlord covenants and agrees that no exclusive uses, rights or privileges shall be granted to any Persons (nor will the Landlord consent to same) which would affect the use of the Demised Premises without the written consent of the Tenant. The Landlord covenants and agrees that if any lien or encumbrance is registered against the Demised Premises which may result in the sale thereof or which causes harm to the Tenant, then the Landlord, shall, as soon as is reasonable possible, at its own expense cause the same to be removed by payment to the lien claimant or posting security in the appropriate court of any like proceeding.

ARTICLE 13 ESTOPPEL CERTIFICATES

Section 13.1 Estoppel Certificates

Each of the Parties shall, at any time and from time to time during the Term, upon not less than fifteen (15) clear days' prior notice by the other Party, execute, acknowledge and deliver to the other Party a statement in writing certifying whether this Lease are in good standing, unmodified and in full force and effect, or where requested, that the particular terms thereof have been met or satisfied, as the case may be, or if there have been modifications that the same are in good standing, in full force and effect as modified, stating the modifications, the dates to which the Rent and other charges, if any, have been paid in advance, the defaults, if any, on the part of the Party requesting such statement known to the Party from whom such statement is requested and the action taken or proposed to be taken by such last-mentioned Party with respect to the same; it

being intended that any such statement delivered pursuant to this Article may be relied upon by any prospective purchaser of the Landlord's freehold estate, the Tenant's leasehold estate, any mortgagee of the freehold, any assignee or sublessee of the Tenant's leasehold estate or any leasehold mortgagee, as the case may be.

ARTICLE 14 APPROVALS, NOTICES, ETC.

Section 14.1 Approvals

Where by a provision of this Lease an approval, consent or agreement of a Party (hereinafter individually or collectively referred to as an "Approval") is required, unless the contrary is expressly provided in this Lease:

- (a) a request for an Approval shall be in writing and shall contain reasonable detail of the reason for the request;
- (b) the Party whose Approval is required will use reasonable commercial efforts to give notice to the requesting Party either that it gives its Approval, or that it withholds its Approval, setting forth in reasonable detail its reasons for withholding within thirty (30) days of receiving the request;
- (c) where an Approval is required from the Landlord, such approval may be withheld in the Landlord's sole discretion having regard to all factors a prudent landlord and owner of real property would be entitled to consider in the circumstances; and,
- (d) where an Approval is required from the Tenant, such approval may not be unreasonably withheld.
- (e) Notwithstanding any consent or approval given by Landlord with respect to any plans, specifications or other construction-related matter, the Landlord 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 Landlord shall be wholly liable for such design and construction. Each architect, engineer, auditor, assessor, consultant or any other person of similar nature employed or retained by the Landlord or Tenant will act in accordance with the applicable principles and standards of such person's profession

Section 14.2 Notices

(a) All notices, demands, requests, agreements, consents, approvals and payments (hereinafter, individually or collectively called a "Notice") which may be or are required to be given pursuant to this Lease shall be in writing and shall be delivered by personal service to the following address:

(i) to the Landlord at:

Toronto Community Housing Corporation
931 Yonge Street
Toronto, ON M4W 2H2
Attention: President and Chief Executive Officer

and a copy to:

City of Toronto
Metro Hall, 55 John Street 7th Floor
Toronto, ON M5V 3C6
Attention: Executive Director, Housing Secretariat

(ii) to the Tenant at:

[•]

Attention: [•]
Fax No.: [•]

Any such notice given as aforesaid shall be deemed to have been effectively given on the next business day following the date of such delivery. Any Party may change its address for service from time to time by notice given in accordance with the foregoing and any subsequent notice shall be sent to the Party at its changed address.

(b) Either party under this Lease may from time to time by Notice to the other party change its address for service under this Lease.

ARTICLE 15 GENERAL

Section 15.1 General Provisions

- (a) This Lease is subject to compliance with the subdivision and part-lot control provisions of the *Planning Act*, R.S.O. 1990, c. P.13, as amended, if necessary, failing which any interest granted herein which requires consent pursuant thereto shall be deemed to be in force for twenty-one years less a day.
- (b) The headings used throughout the body of this Lease form no part hereof, but shall be deemed to be inserted for convenience of reference only.
- (c) The words herein, hereof, hereto, therein, thereof, etc. refer to this Lease as a whole and not any particular part hereof.
- (d) Where the word "including" or "includes" is used in this Lease, it means "including without limitation" or "includes without limitation".
- (e) This Lease shall be read and construed with all changes in gender and/or number as may be required by the context.
- (f) If any action is required to be taken pursuant to this Lease on or by a specified date that is not a Business Day, then such action shall be valid if taken on or by the next succeeding Business Day.

Section 15.2 Applicable Law

This Lease shall be construed and enforced in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein from time to time and shall be treated in all respects as an Ontario lease.

Section 15.3 Invalidity

The invalidity or unenforceability of any provision or covenant contained in this Lease shall not affect the validity or enforceability of any other provision or covenant herein contained and any such invalid provision or covenant shall be deemed to be severable.

Section 15.4 Covenants Independent

Each covenant contained in this Lease is a separate and independent covenant, and a breach of covenant by any Party will not relieve the other Party from its obligation to perform each of its covenants, except as otherwise expressly provided herein.

Section 15.5 Currency

All reference to currency in this Lease shall be deemed, unless the context otherwise requires, to be a reference to lawful money of Canada.

Section 15.6 Entire Agreement

This Lease and the other agreements specifically referred to herein constitute the entire agreement among the Parties pertaining to the Lease of the Demised Premises to the Tenant and supersede all prior agreements, understandings, negotiations and discussions, whether oral or written, between the Parties with respect thereto. There are no conditions, warranties, representations or other agreements between the Parties in connection with this Lease except as specifically set forth herein or in such other agreements.

Section 15.7 Amendments

No supplement, modification, amendment, waiver or termination of this Lease shall be binding unless executed in writing by the Landlord and the Tenant.

Section 15.8 Non-Waiver

No waiver of any of the provisions of this Lease shall be deemed to be or shall constitute a waiver of any other provision (whether or not similar) nor shall any waiver constitute a continuing waiver unless otherwise provided.

Section 15.9 Calculations

Except as otherwise provided herein, all calculations required or permitted under this Lease shall be made on the basis of generally accepted accounting principles and practices applied on a consistent basis. All calculations made by the Landlord under this Lease shall be final and binding on the parties in the absence of manifest error or fraud.

Section 15.10 Successors and Assigns

All of the provisions of this Lease shall be binding upon and enure to the benefit of the Parties and their respective successors and permitted assigns.

Section 15.11 Excusable Delay

Except as expressly otherwise provided in this Lease:

- (i) if because of an event of Force Majeure the party is delayed in performing or observing a covenant or in complying with a condition under the terms of this Lease that party is required to do by a specified date or within a specified period of time or with all due diligence (save and except for the payment of Basic Rent and/or surrender of the Demised Premises on the expiration or earlier termination of the Term); and
- (ii) if the circumstance is not caused by the default or act of commission or omission of that party nor avoidable by the exercise of reasonable effort or foresight by that party

then, in that event, the date or period of time by or within which that party is to perform, observe or comply will be extended by a period of time equal to the duration of the delay, provided that nothing excuses a delay dealing with a life, health and safety issue or excuses the Tenant from the payment of Basic Rent hereunder when due.

Section 15.12 Time of Essence

Time shall be of the essence of this Lease, except as specifically provided otherwise herein.

Section 15.13 Relationship of Parties

This Lease shall not be deemed to create any relationship between the Parties other than that of Landlord and Tenant as to the Demised Premises. For greater certainty, the Parties agree that they are not partners or joint ventures and that the Tenant is not the agent or representative of the Landlord and has no authority to bind the Landlord.

Section 15.14 Continuation of Certain Obligations

Wherever specifically provided for in this Lease or if it is necessary for the full implementation of any provision of this Lease, the obligations of a Party shall survive the expiration of the Term or the earlier termination of this Lease, as the case may be.

Section 15.15 No Voluntary Surrender

The Tenant shall not have the right to surrender this Lease without the prior written consent of the Landlord.

Section 15.16 Expropriation

In the event of expropriation of the Demised Premises or any part thereof by any lawful power or authority, each of the Landlord and the Tenant shall be entitled to seek compensation for their respective interest so expropriated. In the event of expropriation of all of the Demised Premised, this Lease and the Term shall be terminated forthwith and thereupon Rent shall be apportioned

and paid to the date of termination and the Tenant shall surrender possession of the Demised Premises and the Demised Premises to the Landlord, provided that such termination shall not affect the Tenant's claim to seek compensation. In determining the amount of the Sum to be included in the amount deducted from the Tenant's compensation, the Sum shall be present valued as at the day compensation is determined (the "New Sum"), and such New Sum shall be deducted from any compensation payable to the Tenant.

Section 15.17 Registration of Agreement

The Tenant shall have the right to register a notice of this Lease and any Leasehold Mortgage against title to the Demised Premises. If the Tenant registers the Lease, the Tenant agrees that it will, at its sole expense, discharge and withdraw from title any such registration of the lease within thirty (30) days after the termination of this Lease. If such registration is not discharged or withdrawn within such time, the Landlord shall have the right and is hereby appointed by the Tenant as the Tenant's agent to prepare, execute and register such documentation as is required to discharge and withdraw any such registration.

Section 15.18 Rights, Obligations and Capacity of the Landlord

All rights and benefits and all obligations of the Landlord under this Agreement shall be rights, benefits and obligations of the Landlord in its capacity as a party to this Agreement and shall not derogate from or interfere or fetter with the rights, benefits and obligations of the Landlord, its Council or its elected and appointed officials and representatives in their respective functions and capacities.

Section 15.19 Signage

(a) The signage policy for the Demised Premises identifying the, form, type, colour, design, content and location of exterior signs identifying the Demised Premises and any material amendments thereto, together with any exterior canopies and lights, shall be subject to the prior approval of the Landlord.

(b) Tenant shall not erect any signs other than those relating directly to the Demised Premises.

(c) Tenant shall be responsible for the cost of all signage, canopies and lighting.

Section 15.20 Further Assurances

Each Party agrees to make such further assurances as may be reasonably required from time to time by the other Party to more fully implement the true intent of this Lease.

Section 15.21 Assignment by the Landlord

If the Landlord transfers the Demised Premises and if the transferee executes an assumption of this Lease each in a form and content acceptable to the Tenant, then the Landlord shall be relieved of all liability under this Lease after the date of such transfer.

Section 15.22 Arbitration

Where a Party wishes to refer a matter to Arbitration for determination (including for certainty whether the occurrence of a default of Tenant's obligations under this Lease has occurred), after a Party gives notice that it is referring such matter to Arbitration for determination (the "**Arbitration Notice**"):

- (a) The Parties may, within fifteen (15) days after the delivery of the Arbitration Notice, agree in writing upon the appointment of a single arbitrator who will determine the dispute or matter acting alone, failing which such arbitrator may be appointed by order of the Court in accordance with the applicable legislation in respect of private arbitrations in the Province of Ontario, upon the application of either Party, made on notice to the other Party. The language to be used in the arbitral proceedings shall be English.
- (b) Within fifteen (15) days of the appointment of the arbitrator, the Party who delivered the Arbitration Notice (the "**Initiator**") shall deliver to the other Party and to the arbitrator a statement (the "**Statement of Claim**") describing the facts supporting its position, the points at issue and the relief sought. The responding Party shall deliver to the Initiator and to the arbitrator a responding statement within 15 days from the receipt of the Statement of Claim.
- (c) Unless expressly agreed to in writing to the contrary, the parties undertake as a general principal to keep confidential all awards in their Arbitration, together with all materials, proceedings and evidence created for the purpose of the Arbitration and all documents produced by any Party in the proceedings not otherwise in the public domain, save and except to the extent that disclosure may be required of a Party by legal duty, to protect or pursue a legal right or to enforce or challenge an award in bona fide legal proceedings before a competent court.
- (d) It is the intent of the parties that, barring extraordinary circumstances, the Arbitration proceedings shall be concluded within sixty (60) days from the date the arbitrator is appointed. The parties may agree to extend this time limit or the arbitrator may do so in his or her discretion if he or she determines that the interest of justice so requires. The arbitrator shall use his or her best efforts to issue the final award or awards within fifteen (15) days after closure of the proceedings. Failure to adhere to these time limits will not be a basis for challenging the award.
- (e) The determination made by the arbitrator shall be final and binding upon the Landlord and the Tenant. The costs of Arbitration shall be apportioned between the parties hereto as the arbitrator may decide. Neither Party shall be deemed to be in default in respect of the dispute which is subject of the Arbitration so long as the Arbitration is proceeding.
- (f) The parties expressly agree that the provisions of the *Municipal Arbitrations Act*, R.S.O. 1990, Chapter M.48 shall not apply at any time to any arbitration whatsoever initiated pursuant to this Lease. Arbitration initiated pursuant to this Lease shall proceed in accordance with the provisions of the *Arbitration Act*, 1991, S.O. 1991, Chap. 17.

Section 15.28 Counterparts

This Agreement may be executed in any number of counterparts (including counterparts delivered electronically) and all such counterparts taken together will be deemed to constitute one and the

same instrument. This Agreement may be executed by electronic signature and such electronic signature shall be deemed to be an original signature for the purpose of this Agreement with the same legal effect as an original signature.

Section 15.30 Schedules

The following schedules form part of this Lease:

- Schedule A** - Legal Description
- Schedule B** - Form of the Assignment Agreement
- Schedule C** - Declaration of Non-Discrimination

IN WITNESS WHEREOF the Parties have duly executed this Lease as of the date of this Lease.

TORONTO COMMUNITY HOUSING CORPORATION

per: _____
Name:
Title:

per: _____
Name:
Title:

We have authority to bind the corporation.

XXXXXXX

per: _____
Name:
Title:

per: _____
Name:
Title:

We have authority to bind the corporation.

SCHEDULE "A"

Legal Description & Permitted Encumbrances

Legal Description:

PIN 21102-0043 (LT)

PCL 1-1 SEC A33E; LT 1 PL 33E TORONTO; LT 2 PL 33E TORONTO; LT 3 PL 33E TORONTO; LT 4 PL 33E TORONTO; LT 5 PL 33E TORONTO; LT 6 PL 33E TORONTO; STRIP OF LAND NAMED RIGHT OF WAY PL 33E TORONTO PT 1 & 2, 66R5285; TORONTO, CITY OF TORONTO

Permitted encumbrances:

1. Applicable municipal by-laws, development agreements, subdivision agreements, site plan agreements and building restrictions, provided they are complied with.
2. The reservations, limitations, provisos and conditions expressed in the original grant from the Crown and any statutory exceptions to title.
3. Charge in favour of the City of Toronto.

SCHEDULE "B"

Form of the Assignment Agreement

THIS ASSIGNMENT, ASSUMPTION AND AMENDING AGREEMENT is made as of the day of [●], 2020.

BETWEEN:

TORONTO COMMUNITY HOUSING CORPORATION

(the "Assignor")

- and -

[●]

(the "Assignee")

- and -

CITY OF TORONTO

(the "City")

RECITALS:

A. The Assignor entered into a Contribution Agreement dated the 20th day of April 2018, with the respect to the funding of the rehabilitation of a building owned by it at 389 Church Street, Toronto ("389 Church").

B. The Contribution Agreement provided for the long term operation of 389 Church as affordable housing, the rehabilitation having been funded by the Assignor, the Province of Ontario's Home for Good Program and the City;

C. The rehabilitation of 389 Church has been completed and, in a process led jointly by the Assignor, as owner of 389 Church and the City, the Assignee has been chosen to operate the affordable housing units in accordance with the terms and conditions of the Contribution Agreement;

D. The Assignor has entered into an offer to lease with the Assignee for 389 Church Street, which offer to lease obligates the Assignee to enter into an agreement with the Assignor and the City to assume all obligations under the Contribution Agreement (the "Lease");

E. The Contribution Agreement contains a covenant on the part of the Assignor not to assign the Contribution Agreement without the City's consent;

F. The Assignor has agreed to assign and the Assignee has agreed to assume from the Assignor, all of the Assignor's right title and interest in and to and obligations under the Contribution Agreement and any and all agreements, related to 389 Church, as listed in Schedule "A" (collectively, the "Assigned Agreements") subject to obtaining the City's consent to such assignment;

G. The Assignor has applied to the City for the City's consent to the assignment by the Assignor to and assumption by the Assignee of, the Assignor's right, title and interest in and to and obligations under the Contribution Agreement, subject to and upon the terms and conditions herein set out;

H. The City has agreed to grant its consent to the within assignment as of the XXXX day of XXXXXXXXXXXX (the "Effective Date"), subject to the terms and conditions herein set out; and

I. All of the parties to this agreement wish to amend the terms of the Contribution Agreement to clarify the roles, responsibilities and obligations of all of the Parties to this agreement and under the Contribution Agreement.

NOW THEREFORE in consideration of other good and valuable consideration and the sum of \$10.00 now paid by each party to the other, the receipt and sufficiency of which are acknowledged by all parties hereto, the parties hereby agree as follows:

Assignment and Assumption of Contribution Agreement:

1. The parties hereto hereby acknowledge, confirm and agree that the foregoing recitals are true in substance and fact.

2. The Assignor does hereby transfer and assign unto the Assignee as of and from the Effective Date all of its right, title and interest in and pursuant to the Assigned Agreements, and all benefit and advantage to be derived there from, from and after the Effective Date.

3. The Assignor covenants with the Assignee that the Assigned Agreements are valid, subsisting and unamended, to date, except for the amendments being made to the Contribution Agreement set out below; that the Assignor is not in default thereunder; that the Assignor is entitled to assign its interest in the Assigned Agreements; and that the Assignor shall at all times hereafter at the request and cost of the Assignee execute such further assurances in respect of this Agreement as the Assignee may reasonably require.

4. The Assignor hereby indemnifies the Assignee and holds it harmless of, from and against any cost, charge, expense, demand, claim, liability or obligation of or against the Assignor under the Assigned Agreements arising out of or relating to any act or omission

of the Assignor prior to the Effective Date. The Assignee hereby indemnifies the Assignor and holds it harmless of, from and against any cost, charge, expense, demand, claim, liability or obligation of or against the Assignee under the Assigned Agreements arising out of or relating to any act or omission of the Assignee on and after the Effective Date.

5. The Assignee covenants with the Assignor that, on and after the Effective Date, the Assignee will assume, observe and perform the covenants, obligations and agreements on the part of the Assignor set forth in the Assigned Agreements and, in so doing, ensure that the character and capabilities of the Affordable Housing Project on the Lands is not diminished in any way.

6. The City covenants with the Assignee that the conditions precedent to the advance of the funding and the other financial assistance, including the property tax exemption, provided for under the Contribution Agreement have been met or waived, in their entirety.

7. The Assignee acknowledges that all the funding referred to in Article 4 has been advanced.

8. The Assignor and the City confirm that the requirements of Section 4.6 – (Conditions Precedent – Funds and Assistance) and Section 4.9 (a) (Conditions Precedent – HFG Affordability Payments) have been satisfied by the Assignor or waived by the City. The Assignee acknowledges it shall be responsible for satisfying the requirements of Sections 4.9 (b) – 4.9 (n), both inclusive.

Consent of the City

9. The City hereby consents to the assignment of the Contribution Agreement, as amended by this agreement, to the Assignee and to the assumption of the Contribution Agreement, as amended, by this agreement.

Amendment of Contribution Agreement:

10. The Proponent, the Assignor and the City wish to amend the Contribution Agreement as follows:

- a) Section 1.1 be amended by deleting the definition for "Director, Affordable Housing Office" and replacing that definition with the following:

"Executive Director, Housing Secretariat" means the 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";

- b) Section 1.1, be amended by deleting the definition for "Monthly Occupancy Costs" and replacing that definition with the following:

"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, then the Proponent shall deliver the Utility Allowance by way of setting off the amount of the Utility Allowance against the monthly rental payable;

- c) Section 1.1, be amended by deleting the definition of "Utility Allowance and replacing that definition with the following:

"Utility Allowance" means the average amount of separately metered utility costs, determined by the City and published on the City's web site."

- d) Section 1.1 be amended by inserting the following definition:

"Lease" shall mean the lease from Toronto Community Housing Corporation to [Insert Name of Assignee] for the Lands dated **[Insert Date of Lease]**;

- e) Section 4.2 shall be deleted and replaced with the following:

"Ten Million (\$10,000,000) of the Funds shall be repaid in regular monthly instalments, of \$27,778 per month, or such other amount as may be determined by the Director, Housing Stability Services, in his sole discretion, based on the financial viability of the Project, commencing on the 21st anniversary of the Commencement Date of the Lease It is acknowledged that the Funds may not be paid in full before the end of the term of the Lease and any unpaid amount will be forgiven by the City;

- f) Section 8.1(g) be deleted and replaced with the following:

"Intentionally deleted";

- g) Section 8.1(m) be deleted and replaced with the following:

"establish a capital asset replacement reserve fund for the Project, in accordance with the Lease, as owner of the Project and maintain the Project in accordance with the terms of that Lease."

- h) Section 14 be amended by adding 14.1(m) as follows:

"the Proponent is in default under the terms of its Lease";

Release of Assignor

11. The City hereby releases TCHC from all obligations under the Contribution Agreement.

General

12. The parties hereto hereby acknowledge, confirm and agree that the recitals set out at the beginning of this agreement are true in substance and fact.

13. Any and all notices or demands by and from any of the parties hereto to the other shall be made in accordance with the applicable provisions of the Assigned Agreements relating to the giving of notice and, in the case of the Assignee, shall be forwarded to the following address:

Attention:

14. This Agreement shall enure to the benefit of and shall be binding upon each of the parties hereto, and each of their heirs, executors, administrators and permitted successors and permitted assigns, respectively.

15. Each of the parties hereto agrees to do, make and execute all such further documents, agreements, assurances, acts, matters and things and take such further actions as may be reasonably required from time to time in order to more effectively carry out the true intent of this Agreement.

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

IN WITNESS WHEREOF the parties hereto have duly executed this Agreement as of the day and year first above written.

CITY OF TORONTO

per: _____
Name: Abigail Bond
Title:

XXXXXXXXXXXX

per: _____

Name:

Title:

**TORONTO COMMUNITY
HOUSING CORPORATION**

per: _____

Name:

Title:

per: _____

Name:

Title:

I/We have the authority to bind the corporation

Authorized by Executive Committee Item No. EX30.22 as adopted by
City of Toronto Council on January 31, February 1, 2018.

SCHEDULE “A”

Index of Assigned Agreements:

- Appendix 1 - Contribution Agreement dated
- Appendix 2 -
- Appendix 3 -
- Appendix 4 -
- Appendix 5 -
- Appendix 6 -
- Appendix 7 -
- Appendix 8 -

SCHEDULE "C"

Declaration of Non-Discrimination



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



THIS ASSIGNMENT, ASSUMPTION AND AMENDING AGREEMENT is made as of the day of [●], 2020.

BETWEEN:

TORONTO COMMUNITY HOUSING CORPORATION

(the "Assignor")

- and -

[●]

(the "Assignee")

- and -

CITY OF TORONTO

(the "City")

RECITALS:

A. The Assignor entered into a Contribution Agreement dated the 20th day of April 2018, with the respect to the funding of the rehabilitation of a building owned by it at 389 Church Street, Toronto ("389 Church").

B. The Contribution Agreement provided for the long term operation of 389 Church as affordable housing, the rehabilitation having been funded by the Assignor, the Province of Ontario's Home for Good Program and the City;

C. The rehabilitation of 389 Church has been completed and, in a process led jointly by the Assignor, as owner of 389 Church and the City, the Assignee has been chosen to operate the affordable housing units in accordance with the terms and conditions of the Contribution Agreement;

D. The Assignor has entered into an offer to lease with the Assignee for 389 Church Street, which offer to lease obligates the Assignee to enter into an agreement with the Assignor and the City to assume all obligations under the Contribution Agreement (the "Lease");

E. The Contribution Agreement contains a covenant on the part of the Assignor not to assign the Contribution Agreement without the City's consent;

F. The Assignor has agreed to assign and the Assignee has agreed to assume from the Assignor, all of the Assignor's right title and interest in and to and obligations under the Contribution Agreement and any and all agreements, related to 389 Church, as listed in Schedule "A" (collectively, the "Assigned Agreements") subject to obtaining the City's consent to such assignment;

G. The Assignor has applied to the City for the City's consent to the assignment by the Assignor to and assumption by the Assignee of, the Assignor's right, title and interest in and to and obligations under the Contribution Agreement, subject to and upon the terms and conditions herein set out;

H. The City has agreed to grant its consent to the within assignment as of the XXXX day of XXXXXXXXXXXX (the "Effective Date"), subject to the terms and conditions herein set out; and

I. All of the parties to this agreement wish to amend the terms of the Contribution Agreement to clarify the roles, responsibilities and obligations of all of the Parties to this agreement and under the Contribution Agreement.

NOW THEREFORE in consideration of other good and valuable consideration and the sum of \$10.00 now paid by each party to the other, the receipt and sufficiency of which are acknowledged by all parties hereto, the parties hereby agree as follows:

Assignment and Assumption of Contribution Agreement:

1. The parties hereto hereby acknowledge, confirm and agree that the foregoing recitals are true in substance and fact.

2. The Assignor does hereby transfer and assign unto the Assignee as of and from the Effective Date all of its right, title and interest in and pursuant to the Assigned Agreements, and all benefit and advantage to be derived there from, from and after the Effective Date.

3. The Assignor covenants with the Assignee that the Assigned Agreements are valid, subsisting and unamended, to date, except for the amendments being made to the Contribution Agreement set out below; that the Assignor is not in default thereunder; that the Assignor is entitled to assign its interest in the Assigned Agreements; and that the Assignor shall at all times hereafter at the request and cost of the Assignee execute such further assurances in respect of this Agreement as the Assignee may reasonably require.

4. The Assignor hereby indemnifies the Assignee and holds it harmless of, from and against any cost, charge, expense, demand, claim, liability or obligation of or against the Assignor under the Assigned Agreements arising out of or relating to any act or omission of the Assignor prior to the Effective Date. The Assignee hereby indemnifies the Assignor and holds it harmless of, from and against any cost, charge, expense, demand,

claim, liability or obligation of or against the Assignee under the Assigned Agreements arising out of or relating to any act or omission of the Assignee on and after the Effective Date.

5. The Assignee covenants with the Assignor that, on and after the Effective Date, the Assignee will assume, observe and perform the covenants, obligations and agreements on the part of the Assignor set forth in the Assigned Agreements and, in so doing, ensure that the character and capabilities of the Affordable Housing Project on the Lands is not diminished in any way.

6. The City covenants with the Assignee that the conditions precedent to the advance of the funding and the other financial assistance, including the property tax exemption, provided for under the Contribution Agreement have been met or waived, in their entirety.

7. The Assignee acknowledges that all the funding referred to in Article 4 has been advanced.

8. The Assignor and the City confirm that the requirements of Section 4.6 – (Conditions Precedent – Funds and Assistance) and Section 4.9 (a) (Conditions Precedent – HFG Affordability Payments) have been satisfied by the Assignor or waived by the City. The Assignee acknowledges it shall be responsible for satisfying the requirements of Sections 4.9 (b) – 4.9 (n), both inclusive.

Consent of the City

9. The City hereby consents to the assignment of the Contribution Agreement, as amended by this agreement, to the Assignee and to the assumption of the Contribution Agreement, as amended, by this agreement.

Amendment of Contribution Agreement:

10. The Proponent, the Assignor and the City wish to amend the Contribution Agreement as follows:

- a) Section 1.1 be amended by deleting the definition for "Director, Affordable Housing Office" and replacing that definition with the following:

"Executive Director, Housing Secretariat" means the 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";

- b) Section 1.1, be amended by deleting the definition for "Monthly Occupancy Costs" and replacing that definition with the following:

"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, then the Proponent shall deliver the Utility Allowance by way of setting off the amount of the Utility Allowance against the monthly rental payable;

- c) Section 1.1, be amended by deleting the definition of "Utility Allowance and replacing that definition with the following:

"Utility Allowance" means the average amount of separately metered utility costs, determined by the City and published on the City's web site."

- d) Section 1.1 be amended by inserting the following definition:

"Lease" shall mean the lease from Toronto Community Housing Corporation to [Insert Name of Assignee] for the Lands dated [Insert Date of Lease];

- e) Section 4.2 shall be deleted and replaced with the following:

"Ten Million (\$10,000,000) of the Funds shall be repaid in regular monthly instalments, of \$27,778 per month, or such other amount as may be determined by the Director, Housing Stability Services, in his sole discretion, based on the financial viability of the Project, commencing on the 21st anniversary of the Commencement Date of the Lease It is acknowledged that the Funds may not be paid in full before the end of the term of the Lease and any unpaid amount will be forgiven by the City;

- f) Section 8.1(g) be deleted and replaced with the following:

"Intentionally deleted";

- g) Section 8.1(m) be deleted and replaced with the following:

"establish a capital asset replacement reserve fund for the Project, in accordance with the Lease, as owner of the Project and maintain the Project in accordance with the terms of that Lease."

- h) Section 14 be amended by adding 14.1(m) as follows:

"the Proponent is in default under the terms of its Lease";

Release of Assignor

11. The City hereby releases TCHC from all obligations under the Contribution Agreement.

General

12. The parties hereto hereby acknowledge, confirm and agree that the recitals set out at the beginning of this agreement are true in substance and fact.

13. Any and all notices or demands by and from any of the parties hereto to the other shall be made in accordance with the applicable provisions of the Assigned Agreements relating to the giving of notice and, in the case of the Assignee, shall be forwarded to the following address:

Attention:

14. This Agreement shall enure to the benefit of and shall be binding upon each of the parties hereto, and each of their heirs, executors, administrators and permitted successors and permitted assigns, respectively.

15. Each of the parties hereto agrees to do, make and execute all such further documents, agreements, assurances, acts, matters and things and take such further actions as may be reasonably required from time to time in order to more effectively carry out the true intent of this Agreement.

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

IN WITNESS WHEREOF the parties hereto have duly executed this Agreement as of the day and year first above written.

CITY OF TORONTO

Per: _____
 Name: Abigail Bond
 Title:

XXXXXXXXXXXX

Per: _____
Name: _____
Title: _____

**TORONTO COMMUNITY HOUSING
CORPORATION**

Per: _____
Name: _____
Title: _____

Per: _____
Name: _____
Title: _____

SCHEDULE "A"**Index of Assigned Agreements:**

- Appendix 1 - Contribution Agreement dated
- Appendix 2 -
- Appendix 3 -
- Appendix 4 -
- Appendix 5 -
- Appendix 6 -
- Appendix 7 -
- Appendix 8 -

Appendix M: Home for Good Contribution Agreement

CITY OF TORONTO

- and –

TORONTO COMMUNITY HOUSING CORPORATION

HOME FOR GOOD CONTRIBUTION AGREEMENT

389 Church Street, Toronto

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BETWEEN:

CITY OF TORONTO

(the "City")

- and -

TORONTO COMMUNITY HOUSING CORPORATION

(the "Proponent")

Background

- A. 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;
- B. 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
- C. 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
- D. At its meeting held January, 2018 Council approved the entering into an agreement with Toronto Community Housing Corporation, to provide funding for the Proposal; and
- E. The Proponent has received a conditional letter of commitment from the Ministry of Housing, confirming the availability of Home for Good ("HFG") 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:

ARTICLE 1 INTERPRETATION

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

"Affordability Payment" means the HFG Funding payable monthly, to the Proponent, over a twenty (20) year period.

"Affordability Period" means the term of this Agreement, as set out in Article 3 hereof;

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

"Approved Mortgage" means the long term first mortgage loan to be obtained by the Proponent at the completion of the Development Activities, to finance part of the Development Activities;

"Average Market Rents" or "Average Rents" or "AMR" means average monthly Toronto-wide rents by unit type as determined in the end-of-year survey of City-wide rents for the prior calendar year published by Canada Mortgage and Housing Corporation ("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;

"Building Permit Fees" means building permit fees imposed by the City under *the Building Code Act*, S.O. 1992, c. 23, as amended from time to time, in respect of the Project and does not include school board development charges;

"Capital Budget" means the budget for the Development Activities of the Project, as amended and updated from time to time, including the costs of servicing the Construction Loan;

"City Charge" means the charge/mortgage of land referred to in Subsection 4.4 hereof;

"Conditional Letter of Commitment" means the letter issued by the Minister of Housing, confirming that Ministry's intention to fund the Project;

"Construction Loan" means the loan to be obtained by the Proponent to finance part of the Development Activities;

"Deputy City Manager" means the Deputy City Manager, Internal Corporate Services for the City of Toronto;

"Development Activities" means those construction, repair, renovation, conversion and rehabilitation activities at 389 Church Street, provided for in the Capital Budget;

"Development Charges" means the development charges imposed by the City under the *Development Charges Act*, 1997, S.O. 1997, c.27, as amended from time to time;

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

"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;

"Eligible Person" means a person who falls within one or more of the Provincial priority homelessness areas:

- (i) chronically homeless
- (ii) youth & homeless
- (iii) indigenous & homeless; or
- (iv) homeless following transition from provincially funded institutions.

and if required by the City, by notice in writing from time to time, a person who identifies as a woman, provided the City shall be entitled to withdraw such notice at any time;

"First Occupancy" means the first day of the first month immediately following the month in which a 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;

"Funds" shall have the meaning ascribed to it in subsection 4.1(b) hereof;

"Housing Access System" means the City's co-ordinated housing access system; which includes the allocation and administration of Housing Benefits or any replacement system or program;

"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 Benefits" means either a rent supplement, provided pursuant to a Rent Supplement Agreement or a housing allowance;

"HFG Funding" means the funding provided through the Home For Good Program;

"Home for Good Program" means the Province of Ontario's supportive housing program delivered by her Majesty the Queen in the Right of Ontario as Represented by the Minister of Housing,

"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;

"Interest Adjustment Date" means the date from which the first payment of principal and interest in respect of the Approved Mortgage is calculated;

"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 Proponent for a unit including the cost of hydro, heat, water and hot water; "Monthly Occupancy Costs" do not include charges for parking, cable, 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;

"Parkland Dedication Payment Requirements" means all parkland dedication payment requirements, including requirements to pay cash in lieu of the dedication of parkland, imposed by the City under section 42 of the *Planning Act*, R.S.O. 1990, c.P.13, as amended from time to time;

"Percentage Completion of Work" means percentage determined by dividing the cost to complete the Project contemplated in the Capital Budget, by the work completed to date as certified by the payment certifier in connection with an advance of the Funds under this Agreement;

"Planning Application Fees" means all planning application fees imposed by the City under section 69 of the *Planning Act*, R.S.O. 1990, c. P. 13, as amended from time to time;

"Program Guidelines" means the Home For Good Guidelines published by the Ministry of Housing;

"Project" means the Affordable Housing to be constructed, acquired or renovated on the Land 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;

"Quantity Surveyor" means a qualified quantity surveyor appointed by the Proponent for the Project and approved by the City, both acting reasonably and whose reports will be addressed to both the City and the Proponent;

"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 the date 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.

"Unit" means an Affordable Housing unit in the building;

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

1.2 The following schedules form part of this Agreement:

Schedule "A" Charge/Mortgage of Land with example

Schedule "B" Proponent's Annual Targeting Report

Schedule "C" Declaration of Compliance with Anti-Harassment/Discrimination Legislation & City Policy

Schedule "D" INTENTIONALLY DELETED

Schedule "E" Legal Opinion

Schedule "F" Start of Construction Affidavit

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 This is a municipal capital facility agreement for the purposes of the City's by-law 124-2016 "To enact a new Municipal Facility Housing By-law and to repeal By-law No. 282-2002."

2.2 This agreement provides for capital funding for the Development Activities to be carried out by the Proponent at 389 Church Street. Prior to First Occupancy, the City will enter into written agreements with the Proponent to provide support funding of approximately One Million Fifty Thousand Dollars (\$1,050,000.) annually and approximately Four Hundred Thousand Dollars (\$400,000.00) in housing subsidy funding under the Home For Good program.

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 shall develop and operate the Project for a period of Twenty (20) years (the "Affordability Period"), commencing on First Occupancy, as detailed below:

Location:	389 Church Street, Toronto
	PIN 21102-0043 (LT)
Affordable Housing:	120 Units
	98 - 1 bedroom
	22 – 2 bedroom

HFG Funding:	to service a portion of the Approved Mortgage up to the principal amount of Seventeen Million Eight Hundred and Fifty Thousand Dollars (\$17,850,000.00)
City Funding:	Fourteen Million Two Hundred and Thirty-Eight Thousand Dollars (\$14,238,000.)
Monthly Occupancy Costs:	Project average at or below 80% of Average Market Rents.

subject to the provisions of this Agreement hereinafter set out.

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) **HFG Funding.** Subject to the provisions hereof, the City will advance HFG Funding equal to the principal and interest payments required to service the principal amount of Seventeen Million Eight Hundred and Fifty Thousand Dollars (\$17,850,000.00) of the Approved Mortgage, over a (20) twenty year period, as such payments of principal and interest become due and payable;
- (b) **City Funding.** Subject to the provisions hereof, the City will advance the City Funding in the amount of up to Fourteen Million Two Hundred and Thirty-Eight Thousand Dollars (\$14,238,000.) as an interest free grant by way of forgivable loan (the "Funds"). The Funds will be advanced during the Development Activities in accordance with Article 5 hereof.
- (c) **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.
- (d) **Property Tax Exemption.** The City shall exempt the Project from taxation for municipal and school purposes for a term of Twenty (20) years..
- (e) **Parkland Dedication Payment Requirements.** The City shall exempt or waive the Proponent from payment of Parkland Dedication Payment Requirements with respect to the Project.
- (f) **Planning Application Fees.** The City shall waive the Proponent from payment of all Planning Application Fees with respect to the Project.
- (g) **Building Permit Fees.** The City shall waive the Proponent from payment of all Building Permit Fees with respect to the Project.

- (h) **Reduction in Parking Requirements.** The Project has been deemed to be housing that qualifies for relief from normal parking standards.
- (i) **Capital Budget Commitment.** In the event of an increase in the Capital Budget for the Development Activities and so long as the Proponent has met its obligation pursuant to subsection 7.1(d), the Director, Affordable Housing Office will recommend Council reimburse the Proponent for the amount of the increase in the Capital Budget that was provided to the City to meet the requirements of subsection 4.6(j).

4.2 Forgiveness. The principal balance of the Funds will be reduced by five percent (5%) on each anniversary of First Occupancy, until fully forgiven, if there is no continuing event of default outstanding under the terms of this agreement and the City Charge will be discharged.

4.3 Repayment. If this Agreement is terminated before the Funds are fully forgiven, the Proponent shall repay to the City an amount equal to the outstanding balance of the Funds 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, on the Land, to secure funding provided by the City and the obligations of the Proponent hereunder. The Charge/Mortgage of Lands shall be in the amount of Fourteen Million Two Hundred and Thirty-Eight Thousand Dollars (\$14,238,000.), and shall be in the form of the Charge/Mortgage set out in Schedule "A".

4.5 Funds payable as follows and in accordance with Article 5, hereof:

MILESTONE	PAYMENTS OF CITY FUNDS
Within 30 days of the later of the date of execution of the Contribution Agreement, or the Proponent satisfying all conditions precedent to the advance of the Funds, set out in 4.6 below, that have not otherwise been waived.	30%
60 days after the date of the first advance.	30%
60 days after the second advance.	30%
90 days after the date of the third advance.	10%

4.6 Conditions Precedent - Funds and Assistance. The obligation of the City to make any advances of the Funds or to provide any other assistance listed in Subsection 4.1(d) to (i) is conditional upon the Proponent satisfying the following conditions precedent unless waived in writing by the City, provided that the obligation to provide the assistance referred to in subsection 4.1 (d) to (i) shall not be conditional on the satisfaction of any condition which in the normal course will occur after any of such assistance would arise:

- (a) the Proponent has commenced construction within 120 days of the execution of this agreement and the Start of Construction Affidavit has been provided to the City;
- (b) the Proponent has put such measures in place that are necessary to ensure the Development Activities are completed within the Capital Budget, as considered necessary by the Director, Affordable Housing Office, acting reasonably.
- (c) the Proponent has engaged the services of a Quantity Surveyor and the Quantity Surveyor has agreed to provide reports on which the City can rely;
- (d) 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, where appropriate for the Landlord's Work;
- (e) the Proponent has provided the City with a signed commitment for the Construction Loan;
- (f) delivery of a Promissory Note, in favour of the City, in the amount of the Funds;
- (g) the City has received certificates of incumbency of the persons signing on behalf of the Proponent;
- (h) 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;
- (i) the Proponent shall have received all applicable building permits for the Project;
- (j) the Proponent shall have provided current Capital Budget and a pro forma Operating Budgets satisfactory to the City;
- (k) 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;

- (l) the Proponent shall have provided to the City a fully executed contract, in the form of a Canadian Construction Document Committee ("CCDC"), as amended by the Proponent in its discretion, with a construction manager for the completion of the Project, which contract shall provide for the assignment of standard warranties;
- (m) 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;

or such other form of wrap-up insurance typically obtained by the Proponent, as approved by the City, acting reasonably.

- (n) the Proponent shall have and is proceeding with a work plan and a Capital Budget cash flow chart approved by the City;
- (o) 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;
- (p) the Proponent shall have provided proof of the insurance required pursuant to the terms of this Agreement, if applicable;
- (q) 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;
- (r) 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
- (s) nothing shall have occurred which, in the sole opinion of the Director, Affordable Housing Office 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.

4.7 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.

4.8 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.

4.9 Conditions Precedent – HFG Affordability Payments. The obligation of the City to make any advances of the HFG Funds are conditional upon prior compliance by the Proponent with such of the conditions precedent set out below, as are not previously waived in writing by the City:

- (a) a report from the Proponent's Quantity Surveyor, satisfactory to the Director, Affordable Housing Office, has been provided;
- (b) the Proponent has received Service Manager consent to encumber and to transfer the Project, if necessary;
- (c) 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 "E";
- (d) the Proponent shall have provided proof of the insurance required pursuant to the terms of this Agreement, if applicable;
- (e) the City has been provided with the information, with respect to the Approved Mortgage and/or the mortgage required by an assignee to purchase the Project, required by the Ministry to process the Affordability Payments including but not limited to the following:
 - (i) the type of financing arrangement being used;
 - (ii) the loan amount;
 - (iii) the name of the financial institution;
 - (iv) the conditions for obtaining final approval from the financial institution;
 - (v) proof, satisfactory to the City, acting reasonably, that a competitive rate of interest has been obtained and that three quotes (which shall not include actual term sheets) have been obtained for the rate of interest;
 - (vi) the financing terms (including the approved interest rate, mortgage term, amortization period and Interest Adjustment Date); and
 - (vii) proof satisfactory to the Director that the principal amount owing under the mortgage obtained to pay the Construction Loan does not exceed the total cost of the acquiring, rehabilitating and/or converting the Project; and

- (vii) an amortization schedule or the Proponent's projection of the funds to be payable, including monthly payments amounts;

NOTE: Failure to provide the information may result in a delay in receiving the Affordability Payments.

- (f) 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";
- (g) At least sixty (60) days prior to First Occupancy, the Proponent will have provided a Tenant's Access Plan, satisfactory to the City; and
- (h) 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;
- (i) the City has been provided with a completed Proponent's Annual Occupancy Report, substantially in the form of Schedule "G", attached hereto;
- (j) 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;
- (k) 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;
- (l) nothing shall have occurred which, in the sole opinion of the Director, Affordable Housing Office 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.
- (m) the Proponent has entered into an agreement with the City to receive operating funding under the Home For Good Program; and
- (n) such other documentation and information as the Director requires, with respect to the operation and financing of the Project, acting reasonably.

4.10 Conditions Precedent – Proponent

The obligation of the Proponent to proceed with the Development Activities is conditional upon the Proponent:

- (a) receiving a commitment from an institutional lender for the construction financing required by the Proponent to complete the Development Activities, that is not conditional upon the lender's approval of this Agreement, receiving

approval from its Board of Director and Service manager consent for such commitment and satisfying itself that it has or will be able to comply with all conditions of such commitment; and

- (b) satisfying itself that sufficient housing assistance and support services funding is available for the sustainability of the Project, under the Home for Good Program.

ARTICLE 5 DISBURSEMENT OF FUNDS

5.1 General. The City shall make advances of the Funds, as set out in Article 4.5, provided that the conditions in Article 4.6 have been met or waived in writing, representations and warranties set forth in Article 6 remain true and correct and the obligations of the Proponent set out in Article 7 have been met, where applicable.

5.2 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, in accordance with the Funding Schedule set out in Article 4.5;
- (b) include documentation to substantiate the achievement of the milestone (example: start of Construction Affidavit attached hereto as Schedule "F" copy of the building permit);
- (c) a report from the Project's architect, that indicates, at a minimum, the Percentage Completion of Work and the cost to complete satisfactory to the City; and
- (d) a statement that all insurance coverage remains in place.

5.3 The disbursement of HFG Funding pursuant to this Agreement is subject to the necessary appropriations from the Provincial Government and payment of same by the Province to the City and the Minister shall have no liability to the Proponent or to the City, 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) 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;

- (c) no member of the 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 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) ensure substantial completion of the Project is reached no later than March 31, 2020, or such other date as determined to by the Director, Affordable Housing in his sole discretion, acting reasonably;
- (d) notify the City of any potential increase in the Capital Budget, together with an updated Capital Budget and cash flow projection, and documentation substantiating the potential increase, satisfactory to the Director, Affordable Housing Office, within thirty (30) days of the date the Proponent becomes aware that such an increase may be possible;
- (e) obtain the consent, in writing, of the Director, Affordable Housing Office before committing to any increase in the Capital Budget for the Project;
- (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 Lien 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 within ten (10) business days, the Proponent will not be considered to be in default of its obligations hereunder;

- (h) ensure the consent of the City is obtained for any subsequent encumbrances on the Land;
- (i) 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;
- (j) no later than six (6) months prior to First Occupancy, provide the Director, Housing Stability Services with an Access Plan for review and approval;
- (k) no later than sixty (60) days prior to First Occupancy, provide the City with a completed Proponent's Annual Occupancy Report, in the form of Schedule "G"; and
- (l) 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 Director, Affordable Housing Office, 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 Provided the Proponent continues to receive its allocation of support and operational funding pursuant to the agreement(s) to be entered into with the City under the HFG Program, the Proponent shall fulfill the obligations set out below, during the Affordability Period. Without limiting the generality of the foregoing, in the event the agreements are not entered into or the allocation of support and operational funding is not received in the calendar year in which it was to be received by the Proponent, the Proponent is hereby released from the obligations set out below in 8.1 (a) –(p):

- (a) ensure that, when first entering into a tenancy agreement for a Unit within the Project, tenants have Household Income at or below the Initial Income Limit;
- (b) ensure that each Unit is rented to an Eligible Person;
- (c) ensure that support services are made to all tenants during the affordability period, provided that so long as Toronto Community Housing Corporation is the Proponent, such services may be provided by a third party contractor or contractors who has or have entered into a contract with the Proponent;
- (d) manage the Project so that occupancy is maximized;

- (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) provide an independently audited financial statement with respect to the capital costs of the Project within one hundred and twenty (120) days of a request for same by the City;
- (h) 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;
- (i) ensure that at no time will the Approved Mortgage be renewed for a principal amount greater than owing on maturity;
- (j) ensure that the City has been provided with all information required by the City and/or the Ministry, prior to any renewal of the Approved Mortgage the following:
 - (i) the type of financing arrangement being used;
 - (ii) the loan amount;
 - (iii) the name of the financial institution;
 - (iv) the conditions for obtaining final approval from the financial institution;
 - (v) the financing terms (including the approved interest rate, mortgage term, amortization period and Interest Adjustment Date); and
 - (vi) an amortization schedule or the Proponent's projection of the funds to be payable, including monthly payments amounts.

NOTE: Failure to provide the information may result in the disruption of the Affordability Payments.

- (k) 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;
- (l) provide all promotional and information material related to the delivery of the 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 Ontario including the Ministry of Housing and the City of Toronto;

- (m) 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 in his absolute discretion, acting reasonably. 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;
- (n) 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;
- (o) 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;
- (p) 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 Targeting Report or in a form designated by the Director, Housing Stability Services;
 - (ii) the Proponent's Annual Occupancy Report as set out in Schedule "G", or in a form designated by the Director, Housing Stability Services;
 - (ii) 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.

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 housing 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 housing 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.

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 Rents for the Affordability Period and 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.

9.4 Monthly Occupancy Costs Increases

- (a) Subject to Section 9.3, the Proponent may adjust the Monthly Occupancy Costs, with respect to a housing 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 Section 9.3(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"), or as otherwise permitted by the Acts. 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 with a residential tenant 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 with a residential tenant shall provide that the lease is exempt from paragraphs 6, 7 and 8 of subsection 30(1), Part VII of the *Residential Tenancies Act, 2006*;
- (c) it will provide the City with access to all information obtained from the tenant concerning the Household Income and family composition of each Unit, which information the City may verify; and

- (d) 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.

9.6 In the event the Proponent does not receive the HFG Funding or the HFG Funding is stopped, the Proponent shall be relieved of the obligations in Sections 8.1(a) and (b), 9.1, 9.2, 9.3 and 9.5 and shall be entitled to charge Monthly Occupancy Charges in excess of 80% of Average market Rents to the extent necessary to satisfy any amount that HFG Funding is less than the principal and interest due on the original principal amount of Seventeen Million Eight Hundred and Fifty Thousand Dollars or such lesser portion thereof as may be outstanding from time to time. Notwithstanding the foregoing sentence, the Proponent shall comply with Section 9.4 at all times.

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 HFG 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 the 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 the 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 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 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 this Agreement, provided that the Proponent shall not be liable for any loss, liability, claims, judgments, 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 and HFG Funding 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 Other Insurance. The Proponent shall maintain, or cause to be maintained, and shall keep in force during the Affordability Period such other insurance as may be reasonably required from time to time.

12.6 Copies of Policies. The Proponent shall deliver certificates of all insurance to the City forthwith.

12.7 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.

12.8 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.

12.9 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.

12.10 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.

12.11 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.

12.12 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 shall not mortgage, charge or otherwise encumber the Project or assign this Agreement, other than as provided herein, other than as security to the holder of the Construction Loan and the Approved Mortgage, at any time during the Affordability Period or permit any mortgage, charge or other encumbrance to remain outstanding in respect of the Lands or alter the terms of any mortgage or charge or encumbrance of the Project without the consent of the Director, which consent may be withheld, acting in its sole discretion, acting reasonably.

13.2 Provided the Proponent is in good standing under this Agreement, the City shall subordinate and postpone the City Charge to the mortgage securing the construction financing and the Approved Mortgage and all prior and subsequent advances thereunder as that mortgage may be replaced during the Affordability Period. **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, the City will consent to an assignment of this Agreement to secure the mortgage securing the Construction Loan and the Approved mortgage as required. **PLEASE NOTE: The City requires a minimum of three (3) 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 The City shall consent to the assignment of this Agreement, on a disposition of the Project, for consideration equal to the cost of the Development Activities, less the amount of the Funds, (which consideration would include assumption of the Approved Mortgage, if the Proponent has entered into the Approved Mortgage) and in so providing its consent the City shall act reasonably and shall only have regard to the following:

- (a) the sale, lease or other disposition is to a corporation which has been approved by the City, acting reasonably;
- (b) the character and capabilities of the Project will not be changed or diminished;
- (c) the sale or lease will not 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, acting reasonably.

13.7 Upon such consent of the City having been provided in accordance with section 13.5 the assignee shall enter into an agreement with the City whereby it assumes all of the Proponent's obligations and liabilities under this Agreement in respect of the Project, whereupon the Proponent shall be relieved of all obligations and liabilities hereunder and the City shall indemnify and save harmless the Proponent from all obligations hereunder and under the Approved Mortgage on the same terms and conditions as provided in Section 11.1 hereof, *mutatis mutandis*;

13.8 Notwithstanding Subsection 13.5, the Proponent may lease individual Units to tenants.

13.9 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 the mortgage securing the Construction Loan or the Approved Mortgage where such Construction Loan or 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 September 30, 2019, or such other date as agreed to by the City;
- (d) the Proponent ceases to construct and/or operate the Project pursuant to the terms and conditions of this Agreement;
- (e) if in the opinion of the City, acting reasonably, the Proponent knows or ought reasonably to have known at initial occupancy that a 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;
- (f) the Proponent uses the Affordability Payment for a purpose other than that contemplated by this agreement.

- (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 Director, Affordable Housing Office and/or 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 Subsection 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 Subsection 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. 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: Director, Affordable Housing Office

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:
Toronto Community Housing Corporation
931 Yonge Street, 6th Floor
Toronto, Ontario M4W 2H2
Fax No.: (416) 981-1430

Attention: Chief Development Officer

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 Lien 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 government of 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.

23.15 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.

23.16 This Agreement may be executed in several counterparts (including by way of PDF/facsimile), each of which when so executed shall be deemed to be an original, and such counterparts together shall constitute one and the same instrument.

23.17 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 20th day of March, 2018


CITY OF TORONTO

Per: _____
 Name: Sean Gadon
 Title: Director, Affordable Housing Office

I have authority to bind the Corporation

DATED this 20th day of March, 2018

TORONTO COMMUNITY HOUSING CORPORATION

Per: 
 Name: Ismail Ibrahim
 Title: General Counsel and Corporate Secretary
 Per: _____
 Name: _____
 Title: _____

I/We have authority to bind the Corporation

Authorized by Executive Committee Item No. EX30.22 as adopted
 by City of Toronto Council on January 31 and February 1, 2018.

APPROVED AS TO FORM

For Wendy Walberg, City Solicitor
 File No.: 4318-203-2880.16

23.17 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 20th day of March, 2018

APPROVED AS TO FORM

For Wendy Walberg, City Solicitor
File No.: 4318-203-2880.1E(LAH)

CITY OF TORONTO

Per: 
Name: Sean Gadon
Title: Director, Affordable Housing Office

I have authority to bind the Corporation

DATED this 20th day of March, 2018

TORONTO COMMUNITY HOUSING CORPORATION

Per: _____
Name: _____
Title: _____

Per: _____
Name: _____
Title: _____

I/We have authority to bind the Corporation

Authorized by Executive Committee Item No. EX30.22 as adopted
by City of Toronto Council on January 31 and February 1, 2018.

SCHEDULE "A"**MORTGAGE/CHARGE OF LAND PROVISIONS –****Additional Provisions**

1. It is agreed by the Chargor and the Chargee that this Charge is given as collateral security for the Chargor's performance of its obligations under a 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 and 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.

LRO # 80 Charge/Mortgage

In preparation on 2016 07 18 at 15 12

This document has not been submitted and may be incomplete.

yyyymmdd 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 *****

SCHEDULE "B"

PROPONENT'S ANNUAL TARGETING REPORT

Affordable Housing Program – New Program – Rental and Supportive Component Service Manager Funding Delivery

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					
Family	Number of Units				
	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: _____
Authorised Signing Officer or Individual

Date: _____

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



SCHEDULE "D"

INTENTIONALLY DELETED

SCHEDULE "E"

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: 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 participated 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; and
- (b) a Charge/Mortgage of Land in the principal amount of [] (the "Charge");
- (c) a Forbearance and Priorities Agreement ("the FPA"); and
- (d) 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 [leasehold] 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 "C" 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;
- 6. there are no outstanding accounts for the supply of hydro, gas, water or sewage services to the Property; and.
- 7. 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. we express no opinion as to whether a security interest may be created in permits, quotes, licences or other property which is neither personal property or an interest in land;
4. 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;
5. 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;
6. 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;
7. the enforceability of any of the Charge entitling the Lender 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;

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,

SCHEDULE "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 "B"

Permitted Encumbrances:

City of Toronto Charge.

[list of other encumbrances to follow]

SCHEDULE "F"
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. The Start of construction for this project is within one hundred and twenty (120) days of the date of the Contribution Agreement, entered into by the undersigned on the ____ day of ____ 201__.
3. Attached hereto and marked as Exhibit "A" is a true copy the first building permit received for the above-mentioned affordable housing project.
4. I make this affidavit for no improper purpose.

SWORN before me at)
the City of)
in the Province of Ontario)
this day of)
201___.)

[name and title of authorized signing officer]

A Notary Public in the
Province of Ontario.

SCHEDULE "G"
PROPONENT'S ANNUAL OCCUPANCY REPORT

Home For Good Program
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. Average Rents at Year End

		Previous year		Current Year		(E) CMHC or City published AMR	Rationale (if D>B)
Unit Type	HFG Funded Units	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)= (A) – (C)		
Bachelor							
1 BR							
2 BR							
3 BR							
4 BR							
Other (specify)							
TOTAL							

C. Depth of Affordability: Rents during year of reporting (HFG Funded Units)

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

Notes:

1. For Column (B), actual rent is the net to occupants after all subsidies
2. For Column (C), Alternate e.g. modified Ontario Works Shelter Allowance, ODSP (in the event CMHC AMR does not apply)

Weighted Average Rents	Project Weighted Average Rent Total of (D)=Total of (A) =	CMHC or City Published Weighted Average Rent Total of (E)=total of () =
Depth of Affordability	(Project Weighted Average Rent+ CMHC (or City published) Weighted Average Rent) X100=	

D. Project Certification

I certify, to the best of my knowledge, that the information provided in Section B 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: _____ Date: _____

Name:

Title:

I have authority to bind the corporation

City of Toronto

by: _____ Date: _____

Name:

Title:

I have authority to bind the corporation

Appendix N: Rent Supplement Agreement

Agreement made in duplicate as of 1st day of _____ 2020.

BETWEEN:

ABC Non-Profit

(Hereinafter called the "**Housing Provider**")

- and -

CITY OF TORONTO

(Hereinafter called the "**Service Manager**")

WHEREAS:

1. The **Service Manager** has assumed, among other things, the responsibility for administering and providing funds for social housing programs within the service area in which the **Housing Project** of the **Housing Provider** is located.
2. The **Housing Provider** wishes to provide **Rent Supplement** benefits from and after the **Effective Date**, provided that it receives the required funding from the **Service Manager**.
3. The **Housing Provider** and the **Service Manager** wish to enter into this Agreement in order to provide **Rent Supplements** from and after the **Effective Date**.

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the mutual covenants herein contained, the parties hereto undertake and agree as follows:

DEFINITIONS AND INTERPRETATION

- (1) Whenever, in this Agreement, the following words or phrases are used in capitalized form, they shall have attributed to them the following meanings:

“Alternative Housing Provider” means a Housing Provider that has a mandate to provide housing to households that are homeless or hard to house;

“Alternative Housing Unit” means a Rent-geared-to-income unit of an Alternative Housing Provider that is made available to households that are homeless or hard to house;

“Benchmark Market Rent” means the City-wide average market Rent for the unit type as established by the Canada Mortgage and Housing Corporation Rental Market Survey;

“Centralized Waiting List” means the centralized waiting list, or any successor access system, established and administered by the **Service Manager** or its delegate for the purpose of allocating **Rent Supplement Units** and which complies with the criteria established in the *HSA 2011* and the **Regulations**;

"City of Toronto RGI Manual" means the Rent-Geared-to-Income Administration Manual published by the City of Toronto as it may be amended, supplemented or revised from time to time;

"Contribution Agreement" means the Home for Good Contribution Agreement dated November 21;

“Effective Date” means the tenancy commencement date under the first lease entered into by the **Housing Provider** with a **Rent Supplement Household**;

“Housing Projects” means all of the residential accommodation, including facilities used for ancillary purposes, located at the addresses set out in Appendix “A” of this Agreement; and the term **“Housing Project”** means the building or buildings at an address specified in Appendix “A”;

“HSA 2011” means the *Housing Services Act, 2011*, as amended from time to time;

"Local Rules" means the rules adopted by the **Service Manager** and in force as permitted or required under **Ontario Regulation 367/11**;

“Minister” means the Minister of Housing for the Province of Ontario;

“Mortgagee” means any party which has provided funds to the **Housing Provider** by way of a construction or term loan secured by a mortgage of the lands containing one or more **Housing Projects**;

“Regulations” means regulations enacted under the **HSA 2011**, as may be amended or replaced from time to time;

“Rent” means Rent as defined in the *Residential Tenancies Act, 2006*;

“Rent Supplement Household” means a person or group of persons who occupy a **Rent Supplement Unit** in the **Housing Project**, who meet the eligibility criteria for Rent-geared-to-income assistance set out in the **HSA 2011** and pay geared-to-income Rent;

“Rent Supplement Unit” means a residential unit which is occupied by or allocated to a **Rent Supplement Household** and any unit replacing such **Rent Supplement Unit** from time to time in accordance with this Agreement and **“Unit”** shall have the same meaning;

“Rent Supplement” means the difference between the **Rent** attributable to a **Rent Supplement Unit** and the geared-to-income Rent charged to the occupant of such **Rent Supplement Unit**;

“Service Manager” means the City of Toronto acting as **Service Manager**, within the meaning of the **HSA 2011**, for the service area within which the **Housing Project** is located;

“Special Needs Housing” means a **Unit** in a **Housing Project** that is occupied by or is made available for occupancy by a household having one or more individuals who require provincially-funded support services in order to live independently in the community;

- (2) The parties acknowledge and agree that, notwithstanding that the **HSA 2011** and the **Regulations** may not apply by force of their enactment to the **Housing Provider** and the **Housing Project**, the aforementioned legislation and regulations shall nevertheless apply as provided for in this Agreement by force of contractual obligation.
- (3) Any reference to a statute shall mean the statute in force as at the date hereof, together with all regulations promulgated thereunder, as the same may be amended, re-

enacted, consolidated or replaced from time to time, and any successor statute thereto, unless otherwise expressly provided herein.

TERM

This Agreement shall come into effect on the date first above written and shall terminate one (1) year after the **Effective Date** (the "**Anniversary Date**"); notwithstanding the foregoing, the term of this **Agreement** shall automatically renew from year to year thereafter until such time as either party shall provide at least 90 days prior written notice to the other that this Agreement shall terminate on the next ensuing anniversary of the Anniversary Date (the "Termination Date").

The **Housing Provider** shall not lease or offer to lease to any applicant requiring **Rent Supplement** assistance pursuant to the provisions of this Agreement after the **Termination Date**.

Following the **Termination Date**, the **Housing Provider** shall permit existing **Rent Supplement Households** to remain in occupancy of their **Units** in accordance with the provisions of subsection 9(3).

LEASING OF UNITS

- (1) The **Housing Provider** agrees to make available in its **Housing Project** the number of Units specified in Appendix "A" as **Rent Supplement Units**. The **Housing Provider** shall notify the **Service Manager** of the unit numbers of the **Housing Project's** units that are occupied as **Rent Supplement Units**.
- (2) The **Housing Provider** shall
 - (a) establish policies and procedures for internal transfers and provide a copy of them to the **Service Manager**; such policies and procedures must include the requirements set forth in subsection 11(2) of **Ontario Regulation 367/11** and the **Service Manager's Local Rules** as outlined in the **City of Toronto RGI Manual**.
 - (b) Establish and maintain a waiting list for internal transfers in accordance with its policies and procedures for internal transfers.
- (3) if the **Housing Provider** is a **Supportive Housing Provider**, it shall accept applications from households who require the type of **Special Needs Housing**

available in the **Housing Project** and choose tenants for its **Special Needs Housing** either by way of referral from a support service agency acceptable to the Service Manager or from its own waiting list of prospective tenants with special needs. If the **Supportive Housing Provider** chooses tenants from its own waiting list,

- (i) it shall offer vacant **Special Needs Housing** to the highest ranked household on such waiting list that requires the type of **Special Needs Housing** available;
 - (ii) If the highest ranked household does not accept the unit, the **Owner** shall offer the unit to other households on the same waiting list who would otherwise qualify for the unit, starting with the next highest ranked household and continuing in the order in which the households are ranked on the waiting list until an offer is accepted by a household.
- (4) If the **Housing Provider** is an **Alternative Housing Provider**, the rules set out Part VI of **Ontario Regulation 367/11**, as they apply to the selection of tenants will be replaced in accordance with subsection 49 (1) of the **HSA 2011** with rules agreed to by the **Housing Provider** and the **Service Manager**. Such rules are included as Appendix "A" in this Agreement.
- (5) The **Housing Provider** shall not impose a charge for accepting or processing an application for geared-to-income benefits, Special Needs Housing or for **Alternative Housing**.
- (6) The rules under **Ontario Regulation 367/11** governing housing providers with respect to special priority households, the acceptance or refusal of **Rent Supplement Households** and the internal review of refusals to offer a Unit to a household shall apply to the leasing of all **Rent Supplement Units** under this Agreement.
- (7) If the **Owner** has a mandate which has been approved by the **Service Manager** or previously approved by the **Minister**, the **Owner** shall lease its vacant **Rent Supplement Units**, including its **Special Needs Housing** and its **Alternative Housing Units** to **Rent Supplement Households** selected in accordance with this Agreement, to households that qualify under such mandate. Such mandate, if any, is described in Appendix 'A'.

- (8) The initial Rent attributable to a Rent Supplement Unit shall be the **Benchmark Market Rent** current at the time a lease is executed. Thereafter the **Rent** attributable to a Rent Supplement Unit shall be the lesser of
- (i) The prior year **Rent** attributable to the Rent Supplement Unit increased by the Rent Increase Guideline for the current year as established by the Minister, or
 - (ii) The **Benchmark Market Rent** current at the time.

LEASES

- (1) The **Housing Provider** shall enter into a written lease with each **Rent Supplement Household**.
- (2) The **Housing Provider** shall establish rules for the temporary accommodation of guests in its **Rent Supplement Units** and shall provide a copy of the rules in either written or electronic format to the **Service Manager** and to the households residing in those units.
- (3) The lease shall include such provisions as are required under the **City of Toronto RGI Manual** pursuant to paragraph 5 of section 100 of Ontario Regulation 367/11. In addition thereto, the lease must provide in substance that:
 - (a) If a **Rent Supplement Household** pays geared-to-income **Rent** at a lower rate than the rate to which the **Rent Supplement Household** is entitled, the **Housing Provider** may request that the **Rent Supplement Household** reimburse the **Housing Provider** for the excess amount of rent-geared-to-income assistance paid on behalf of the **Rent Supplement Household**.
 - (b) If the **Housing Provider** requests a **Rent Supplement Household** to reimburse the **Housing Provider**, the members of the **Rent Supplement Household** who are parties to the lease for the **Unit** are jointly and severally liable to pay the amount owing to the **Housing Provider**.
 - (c) The amount to be paid to the **Housing Provider** shall be the difference between the amount of geared-to-income **Rent** paid by the **Rent Supplement Household** for the period and the amount of geared-to-income **Rent** that the **Rent Supplement Household** should have paid for the period.

- (d) The **Housing Provider** may collect the amount owing by increasing the amount of the geared-to-income **Rent** payable by the **Rent Supplement Household** or by any other means available at law.
- (4) If the **Housing Provider** increases the amount of geared-to-income Rent in order to collect the amount owing, the amount of the increase cannot exceed 10 per cent of the geared-to-income Rent that would otherwise be payable by the **Rent Supplement Household** and the increase is effective just until the amount owing is paid.
- (5) The **Housing Provider** shall not increase the amount of the geared-to-income rent until the **Housing Provider** gives written notice of the increase to the **Rent Supplement Household**. The written notice that the **Housing Provider** is required to give a **Rent Supplement Household** before increasing the amount of geared-to-income rent payable by the **Rent Supplement Household** shall specify,
 - 1) the amount of the increased geared-to-income rent payable by the **Rent Supplement Household**; and
 - 2) that the geared-to-income rent increase takes effect on the first day of the second month following the month in which the notice is given.

HOUSING PROVIDER'S RESPONSIBILITIES

- (1) The **Housing Provider** shall:
 - (a) collect from **Rent Supplement Households** only the geared-to-income rent as determined by the **Service Manager** or its delegate under the rules prescribed under the **HSA 2011** and the **Regulations** and any additional charges permitted under Section 97 of O.Reg. 367/11 or for "services and facilities" as defined in the RTA; and
 - (b) provide the **Service Manager** with current Rent rolls, when requested, for the building(s) in which the **Rent Supplement Units** are located.
- (2) In addition to its obligations under this Agreement, the **Housing Provider** acknowledges and agrees that it shall be obligated to comply with the provisions of any agreement that it may enter into from time to time under section 17 of the **HSA 2011**. Where there is a conflict between any of the provisions of this Agreement and

any such agreement under section 17 of the **HSA 2011**, the provisions of the latter agreement shall prevail.

- (3) The **Housing Provider** shall furnish efficient management of the **Rent Supplement Units** and the **Housing Project** and shall maintain the **Rent Supplement Units** and the **Housing Project** in a good state of repair and fit for habitation and in compliance with health, safety and maintenance standards, including, without limitation, the applicable *Fire Code* and *Building Code* requirements. The **Housing Provider** will permit representatives of the **Service Manager** to inspect the **Rent Supplement Units** and the **Housing Project** at any time.
- (4) In all cases, the **Housing Provider** shall comply with the requirements of the *Human Rights Code*, R.S.O. 1990, c. H.19 (the "Ontario Human Rights Code") in its leasing of **Rent Supplement Units** to **Rent Supplement Households**. Except as expressly permitted by the Ontario Human Rights Code, the **Housing Provider** shall not, in the allocation of any **Rent Supplement Unit**, discriminate against any person by reason of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, sexual orientation, gender identity, gender expression, age, marital status, family status, disability or the receipt of public assistance. The **Housing Provider** shall at all times indemnify and save harmless the **Service Manager**, its councilors, officers, employees, agents, successors and assigns (all of which are hereinafter called the "City Indemnitees") from and against any claims, demands, losses, costs, charges, expenses and penalties arising from any and all complaints, investigations, settlements, inquiries, hearings, applications, orders, prosecutions or other proceedings and all appeals from or judicial reviews of any of the foregoing (collectively referred to as "Actions") whatsoever made or brought against, suffered by or imposed on the City Indemnitees, directly or indirectly arising out of, resulting from or sustained as a result of the **Housing Provider's** failure to comply with the requirements of the Ontario Human Rights Code.

PAYMENTS

- (1) The **Service Manager** shall pay to the **Housing Provider**, during the term of this Agreement, an estimate of the **Rent Supplement** for each **Rent Supplement Unit** on the first (1st) day of each month following the month in which the term of the lease for such **Rent Supplement Unit** commences. Payments will be made for each and every month of the term of each lease. The **Service Manager** will reconcile the actual **Rent Supplement** costs at the end of each fiscal year .

- (2) If a **Rent Supplement Unit** has been vacated or abandoned by a **Rent Supplement Household** without at least one (1) month's prior notification to the **Housing Provider** (other than by a tenant who received a notice to vacate), the **Service Manager** will pay to the **Housing Provider**, while the vacancy continues, an amount not exceeding the **Benchmark Market Rent** for the month immediately following that in which the vacancy occurs. If the **Unit** remains vacant despite diligent efforts by the **Housing Provider** to lease same, the **Service Manager** will pay an amount not exceeding 50% of the **Benchmark Market Rent** for the second month following the occurrence of such vacancy. The **Service Manager** will make no further payments thereafter with respect to the **Unit** until the **Unit** has been leased to and occupied by a **Rent Supplement Household**.
- (3) If a vacancy of a **Rent Supplement Unit** occurs following at least one (1) month's prior notification given by the **Rent Supplement Household** or occurs by reason of a notice of termination or an eviction served or carried out by the **Housing Provider**, the **Service Manager** will pay to the **Housing Provider** an amount not exceeding 50% of the **Benchmark Market Rent** for the month immediately following the vacancy, but shall make no further payments thereafter until the **Unit** has been leased to and occupied by a **Rent Supplement Household**.
- (4) The **Housing Provider** shall submit to the **Service Manager** its requests for **Rent Supplement**, together with all required supporting reconciliation statements, in a form satisfactory to the **Service Manager** and at regular intervals established by the **Service Manager**, which intervals shall not be more often than monthly and not less often than annually. Following its review and approval of such requests and supporting statements, the **Service Manager** will make any necessary adjustments to its applicable regular **Rent Supplement** payments to the **Housing Provider**.

HOUSING PROVIDER'S ACKNOWLEDGMENT

The **Housing Provider** acknowledges the following:

- (1) Notwithstanding the payments made by the **Service Manager**, pursuant to this Agreement, the full normal relationship between landlord and tenant shall exist between the **Housing Provider** and each **Rent Supplement Household**.

- (2) The **Service Manager** shall not be responsible to the **Housing Provider** for any breach of or failure by a **Rent Supplement Household** to observe any terms of the lease with the **Housing Provider**, including the covenant to pay **Rent**.
- (3) The sole responsibility of the **Service Manager** to the **Housing Provider** shall be limited to the payments that the **Service Manager** is required to make pursuant to this Agreement and such responsibility shall not be construed as creating in any way a landlord and tenant relationship between the **Housing Provider** and the **Service Manager**.

AUDITED FINANCIAL STATEMENTS

- (1) The **Housing Provider** shall submit to the **Service Manager** within five months following the end of each fiscal year of the **Housing Provider**, an Annual Information Return in the form established from time to time under the **Regulations** and the audited statement consisting of a balance sheet and a statement of revenue and expenditures for the year.
- (2) The **Service Manager** or its representative or delegate may inspect and audit all books, documents, vouchers, records and accounts pertaining to the operation and the administration of the **Housing Project**. The **Housing Provider** shall retain in its possession for not less than seven (7) years all such books, documents, vouchers, records and accounts.

TERMINATION

- (1) If the **Housing Provider**
 - (a) discontinues its operations as a non-profit housing corporation, or
 - (b) offers, lists, advertises, or holds out for lease or otherwise offers for disposal all or any part of the **Housing Project**, or sells, leases or otherwise disposes of all or any part of the **Housing Project** (except for leasing to residential tenants) without the consent of the **Service Manager**, which consent may be withheld in the unfettered discretion of the **Service Manager**, or
 - (c) commits any other material breach of this Agreement and, having received notice from the **Service Manager** to remedy such breach within a period of 30 days or such longer or shorter period as deemed appropriate by the

Service Manager, fails to commence and complete the remedy of such breach in a diligent manner within the notice period, or

- (d) fails to adequately manage and/or maintain the **Rent Supplement Units** or the **Housing Project** as required by this Agreement;
- (e) commits a breach of any agreement which it has entered into under section 17 of the **HSA 2011** and the **Service Manager** has exercised any of its remedies with respect to such breach; or
- (f) an event of default has occurred under the Contribution Agreement and the **Service Manager** has exercised its right of termination thereunder.

the **Service Manager** may, at its option, terminate this Agreement or discontinue any or all of the **Rent Supplement** payments that it makes under this Agreement. The remedies provided for in this section 9(1) are in addition to any other remedies available to the **Service Manager** in equity or at law.

- (2) If any **Unit** is damaged by fire, explosion, flood or any other unavoidable catastrophe to such an extent as to render it uninhabitable, the **Service Manager** shall not terminate this Agreement as a result of the damage, provided that:
 - (a) the **Housing Provider** proceeds diligently to repair, restore and make habitable the damaged **Unit**; and
 - (b) a mortgagee of the **Housing Project** or Canada Mortgage and Housing Corporation or the Province of Ontario has not elected or directed, as the case may be, the payment of the insurance proceeds payable as a result of the damage.

The **Housing Provider** acknowledges and agrees that the payment of **Rent Supplement** payments by the **Service Manager** to the **Housing Provider** with respect to any such damaged **Unit** shall cease as long as such **Unit** is uninhabitable.

- (3) If this Agreement is terminated for any of the reasons provided in this Agreement, the **Housing Provider** shall permit the **Rent Supplement Households** to remain in occupancy of their **Units** until their tenancies are terminated or until they cease to

qualify for geared-to-income benefits, whichever first occurs, under the same conditions as to payment of the **Rent Supplement** payments by the **Service Manager**, and the provisions of this Agreement, insofar as they apply to such **Rent Supplement Households**, shall remain binding on both parties as if this Agreement had not been terminated.

ARBITRATION

If there is a dispute, difference of opinion or question between the **Service Manager** and the **Housing Provider** relating to or arising out of this Agreement, they may decide that the matter shall be decided by arbitration alone and not by recourse at law. If the **Service Manager** and the **Housing Provider** agree to arbitration hereunder, they may agree to arbitration by a single arbitrator chosen by the parties, or if they are unable to agree to an arbitrator, an arbitrator shall be appointed pursuant to the *Arbitration Act, 1991 (Ontario)*. The arbitration award shall be final and binding on the parties and not subject to appeal. Each party shall pay its own costs and one-half of the fees and expenses of the arbitrator. Except as otherwise provided for in this Agreement, the arbitration shall proceed in accordance with the *Arbitration Act, 1991 (Ontario)*.

ASSIGNMENT

The **Housing Provider** shall not assign this Agreement, in whole or in part, or any or all of its rights hereunder without the consent of the **Service Manager**, which consent may be withheld in the unfettered discretion of the **Service Manager**.

MORTGAGEE'S RIGHTS

The appointment of a receiver or the sale or other disposition of the **Housing Project** by a **Mortgagee** in exercise of its remedies if the **Housing Provider** defaults under its obligations to the **Mortgagee** shall not constitute a breach of this Agreement, and this Agreement will continue in full force and effect provided that the party which succeeds to the interest of the **Housing Provider** in the **Housing Project** agrees in writing and in a form satisfactory to the **Service Manager** to be bound by the terms of this Agreement.

GENERAL

- (1) The laws of the Province of Ontario shall apply to the interpretation of this Agreement and any reference to a statute in this Agreement includes any subsequent amendments or replacements and substitutions of that statute.

- (2) Whenever used in this Agreement, the word "shall" shall be construed as mandatory, and the word "may" shall be construed as permissive.
- (3) The headings appearing in this Agreement have been inserted as a matter of convenience and for reference only and in no way define, limit or enlarge the scope or meaning of any provision of this Agreement.
- (4) Where the context permits or requires, the singular shall include the plural and the plural shall include the singular.
- (5) The **Housing Provider** shall comply with the requirements of sections 169 to 176 of the **HSA 2011** and the **Regulations** respecting the collection, use, disclosure and safeguarding of privacy of personal information and a person's access to his or her personal information, including personal information which the **Housing Provider** has obtained from the **Service Manager**. The **Housing Provider** shall comply with all other applicable legislative requirements concerning the safeguarding of personal information, including personal health information, including, as applicable, the requirements of the *Personal Information Protection and Electronic Documents Act*, S.C. 2000, c. 5 and the *Personal Health Information Protection Act*, 2004 S.O.. 2004, c. 3, Schedule A.
- (6) Any notice, consent or approval, required or permitted to be given, pursuant to this Agreement, shall be in writing and shall be delivered by personal service or ordinary mail, to the **Housing Provider** or, the **Service Manager**, as the case may be, at such address as the parties may designate, in writing, from time to time. Any such notice, consent or approval shall be deemed to have been delivered on the date of such personal service, or, if mailed, on the third (3rd) day after the day on which it was mailed.
- (7) This Agreement constitutes the entire agreement between the parties relating to the subject of **Rent Supplements** for the Housing Project .

ENUREMENT

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

IN WITNESS WHEREOF the Parties hereto have executed this Agreement under the hands of their respective authorized signing officers.

City of Toronto

Per: _____
Mary-Anne Bedard
General Manager, Shelter, Support and Housing Administration

ABC Non-Profit

Per: _____
Name:
Title:

Per: _____
Name:
Title:

I/We have the authority to bind the corporation

APPENDIX "A"

Project Housing Provider: ABC Non-Profit

Housing Project Addresses: XX Avenue
XX Avenue

Total Number of Rent Supplement Units: 35

Mandate: Alternative Housing Provider

# of Units	Unit Types (No. of Bedrooms)	80 % of Average Market Rent 2020	Effective Date
35	Bachelor	\$918	TBA Occupancy Date

The following services and appliances shall be provided by the **Housing Provider** and shall be included in the Benchmark Market Rent: Heat; Hydro; Water; Hot Water; Refrigerator; Stove.
The **Service Manager** shall not pay for any parking charges.

**ABC Non-Profit
Access Plan – Rent Supplement Agreement**

Mandate

The Housing Provider is an Alternative Housing Provider and therefore has a mandate to provide housing to households that are homeless or hard to house.

Unit Allocation

Appendix O: Policy on the Consideration of Unrestricted Reserves and Operating Surpluses in the Assessment Process

Reserves

“Unrestricted” reserves are those funds that have not been restricted by the donor and whose use is, therefore, at the discretion of the Board of Directors of the organization or one of its affiliated organizations (such as a trust fund, property corporation or foundation). “Restricted” reserves are funds designated for a specific purpose by the donor and over which the Board of the organization and its affiliates have no discretion.

It is desirable for organizations to have a reasonable level of unrestricted reserve funds to meet the following kinds of needs:

- Offsetting operating deficits
- Establishing new or expanded programs
- Repairing and renewing fixed assets
- Capital expansion
- Positive cash flow.

The size of a Proponent organization’s unrestricted reserve will be considered by SSHA during the assessment and allocations process.

Thresholds

As part of the assessment and allocations process, Proponent organizations are required to provide information necessary to determine the size of their unrestricted reserves in terms of months of operating expenditures.

Unrestricted reserves that are greater or equal to 1 month of operating expenses and less than or equal to 3 months operating expenses will not generally receive further consideration during assessment or allocations process (because they are considered to be reasonable.)

Unrestricted Reserves in Excess of Three Months Operating Expenditures

Proponent organizations with unrestricted reserves larger than 3 months of operating expenditures will be required to submit additional information to establish the reasonableness of the size of the reserves.

An assessment of the “reasonableness” of the size of the reserves will include:

- An examination of the intended use of the fund
- An examination of the previous use of the fund
- A review of the Board approved policies and procedures related to the fund
- A review of the organization’s sources of funding.

If an organization’s unrestricted funds are assessed as being larger than reasonable, the project requests submitted by the organization will be considered a low priority in the assessment and allocations process.

Unrestricted Reserves Less than One Month’s Operating Expenditures

Proponent organizations with unrestricted reserves of less than 1 month operating expenditures will be required to submit additional information demonstrating the organization’s ability to meet its legal and financial obligations, and its financial viability.

If an organization’s unrestricted funds are assessed as smaller than required to meet legal and financial obligations, or to impact on the organization’s financial viability, the project requests submitted by the organization will be considered a low priority in the assessment and allocations process.

Appendix P: Housing Access and Support Service Funding Agreement

THIS AGREEMENT made this **DAY** day of **MONTH, YEAR** (the "**Agreement Date**") with effect from this **DAY** day of **MONTH, YEAR** (the "**Effective Date**"),
BETWEEN:

CITY OF TORONTO

(hereinafter referred to as "the City")

OF THE FIRST PART

- and -

ORGANIZATION'S LEGAL NAME

(hereinafter referred to as "the Service Provider")

OF THE SECOND PART

BACKGROUND:

- A The City entered into a contribution agreement (the "Contribution Agreement"), including amendments to that agreement, with Her Majesty the Queen in Right of Canada, as represented by the Minister of Employment and Social Development Canada (the "Minister of ESDC"), under a program known as Reaching Home ("**RH**");
- B Under RH funding, financial assistance may be provided to support the costs of activities that are to be undertaken within the framework of the Reaching Home Community Plan 2019-2024 that has been developed by the City and approved by City Council and the Minister of ESDC, designed to reduce and prevent homelessness (the "Community Plan");
- C The Minister of Housing ("MOH") has established the Community Homelessness Prevention Initiative ("**CHPI**") pursuant to which the MOH has agreed to provide funding to the City as Service Manager to address housing and homelessness in Toronto;
- D The City has entered into a Service Manager Service Agreement (the "Provincial Agreement") with Her Majesty the Queen in Right of Ontario, as represented at the time by the Minister of Municipal Affairs and Housing, and represented presently by the MOH, under the Community Homelessness Prevention Initiative ("CHPI");
- E The City has created a Homeless Initiatives Fund (the "**HIF**") to address housing and homelessness in Toronto, including the provision of financial assistance to support the costs of activities that are undertaken under the HIF;
- F City Council authorized the General Manager (the "GM") of Shelter, Support & Housing Administration ("SSHA") to enter into agreements to deliver projects in line with the terms and conditions of the Contribution Agreement, the Provincial Agreement and HIF;
- G The City has entered into an Ontario Transfer Payment Agreement (the "Transfer Agreement") with Her Majesty the Queen in Right of Ontario, as represented by the MOH, under a program known as Home for Good ("**HFG**");

- H City Council authorized the GM of SSHA to enter into agreements or other suitable arrangements with other City divisions, provincial agencies, community agencies, private entities and/or individuals to allocate and deliver the HFG funding in accordance with the provincial program guidelines; and
- I Funding from RH, the CHPI, the HFG and the HIF, or any portions thereof, may support the funding provided for under this Agreement.

NOW THEREFORE IN CONSIDERATION OF the mutual covenants and other terms and conditions in this Agreement, the receipt and sufficiency whereof is hereby acknowledged, the parties agree as follows:

1 Definitions

1.1 In this Agreement, the following definitions shall apply:

"Applicable Funder" means either the Minister of ESDC or the MOH, or both, as the case may be;

"Business Days" means Monday through Friday excluding statutory holidays in Ontario;

"Conflict of Interest" means in relation to the performance of its obligations under this Agreement, the Service Provider's other commitments, relationships or financial interests that (i) could or could be seen to exercise an improper influence over the objective, unbiased and impartial exercise of its independent judgement; or (ii) could or could be seen to compromise, impair or be incompatible with the effective performance of its obligations under this Agreement.

"Contribution" means any monies paid by the City to the Service Provider under this Agreement, which monies shall be paid during the Term and pursuant to the terms of this Agreement. For the purposes of HFG, "Contribution" has the same meaning as "Funds";

"Contribution Limit" means the maximum amount of the Contribution which amount shall not exceed the annual approved Contribution amount as set out in Schedule "B". For the purposes of HFG, Contribution Limit has the same meaning as "Maximum Funds";

"Eligible Costs" means all and only those costs incurred by the Service Provider, in strict accordance with the terms and conditions of this Agreement, as more particularly set out in section 3;

"Expected Results" means any and all items set out in Schedule "A" as a target for the Service Provider to meet in respect of the Project;

"General Manager" means the General Manager of Shelter, Support and Housing Administration of the City and includes his or her designate or successor, if any;

"HFG Funding" means the funding provided by the Province of Ontario through HFG;

"MFIPPA" means the Municipal Freedom of Information and Protection of Privacy Act, RSO 1990, c M.56;

"Non-Profit Organization" means an organization that is either: (i) a corporation in good

standing registered under the laws of Ontario or Canada, as the case may be, as a not-for profit organization, or (ii) a registered charitable organization in good standing under the *Income Tax Act of Canada* , R.S.C. 1985, c. 1, as amended;

"Payment Schedule" means the Payment Schedule attached as Schedule "D" to this Agreement;

"Project" means the project(s) more particularly described in Schedule "A" and Schedule "B" and all work required to give effect thereto;

"Project Budget" means the Project Budget attached in Schedule "A" to this Agreement;

"Reporting Schedule" means the Reporting Schedule attached as Schedule "C" to this Agreement; and

"Term" means the term of this Agreement as set out in Schedule "B", unless the Agreement is terminated on a prior date in accordance with the terms and conditions of this Agreement.

1.2 The following schedules (the **"Schedules"**) shall form part of this Agreement:

Schedule "A": Approved Application;

Schedule "B": Project Description, Term and Contribution Limit;

Schedule "C": Reporting Schedule;

Schedule "D": Payment Schedule; and

Schedule "E": Declaration of Compliance with Anti-Harassment/Discrimination Legislation and City Policy.

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

1.3 This Agreement and the Schedules incorporated into it by reference and any documents entered into pursuant to this Agreement, constitute 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.

1.5 In the event of a conflict or inconsistency in any provisions in the Agreement: (a) the main body of the Agreement shall govern over the Schedules to the Agreement.

2 **Term and Termination**

2.1 This Agreement shall be in effect during the term specified in Schedule "B" unless it is terminated earlier in accordance with the provisions of this Agreement.

- 2.2 Either party may at any time terminate this Agreement, without penalty or cause, by giving a minimum of sixty (60) days written notice to the other party.
- 2.3 In the event that an Applicable Funder cancels RH, CHPI or HFG or the Project or reduces the level of Contribution for RH, CHPI or HFG or the Project in any way, the City may, without notice, terminate the Agreement or reduce the amount of the Contribution, in that fiscal year. The City shall be under no obligation, whatsoever, to make any payments of the Contribution if the necessary funds are not appropriated by the Applicable Funder.
- 2.4 If the City intends to reduce the amount of its Contribution under this Agreement, it shall give the Service Provider not less than thirty (30) calendar days' notice of its intention to do so. If, as a result of a reduction in funding, the Service Provider is unable or unwilling to complete the Project, the Service Provider may, within ten (10) calendar days of receipt of the City's notice of intention to reduce funding (which notice shall indicate the amount by which the City proposes to reduce funding) notify the City as to whether or not it wishes to proceed with the Project on the basis of the reduced funding.
- 2.5 The Service Provider shall negotiate all agreements with third parties on terms that shall enable the Service Provider to cancel same upon conditions and terms which shall minimize to the extent possible the Service Provider's costs in the event of a termination of this Agreement or a reduction of the Contribution. The Service Provider shall co-operate with the City to minimize and reduce the amount of the City's obligations in the event of an early termination or a reduction of the Contribution.
- 2.6 The parties agree that the following shall constitute Events of Default:
- (a) the Service Provider, in the sole opinion of the General Manager, ceases to provide the Project as contemplated by this Agreement or ceases to operate as a Non-Profit Organization;
 - (b) the Service Provider fails to maintain insurance in accordance with this Agreement;
 - (c) the Service Provider is in breach of the performance of, or compliance with, any term or condition on its part to be observed or performed pursuant to the terms of this Agreement;
 - (d) the Service Provider, in support of its application for the Contribution or in connection with this Agreement, has made materially false or misleading representations or statements, or provided materially false or misleading information to the City;
 - (e) there is, in the opinion of the City, a material adverse change in risk in the Service Provider's ability to carry out its roles and responsibilities under this Agreement with respect to the implementation and/or the operation of the Project;
 - (f) the Service Provider has failed to manage the Project adequately, in the sole opinion of the General Manager; or
 - (g) the Service Provider spends money that is not approved as Eligible Costs.
- 2.7 If an Event of Default has occurred, and notice of the Event of Default has been given, and
- (a) the Event of Default has not been remedied to the satisfaction of the General Manager within five (5) days of receipt by the Service Provider of written notice of default or within such longer period as the City may allow; or

- (b) a plan satisfactory to the General Manager to remedy such Event of Default has not been put into place within three (3) days of receipt by the Service Provider of written notice of default from the City, or within such longer period as the City may allow, the City may, in addition to any remedies otherwise available, immediately stop making payments of the Contribution or immediately terminate this Agreement upon written notice.
- 2.8 If the City gives the Service Provider written notice of default, the City may suspend any further payment under this Agreement until the end of the period given to the Service Provider to remedy the Event of Default.
- 2.9 In the event the City terminates this Agreement as a result of an Event of Default,
- (a) the Service Provider acknowledges and agrees that the City shall have no liability to the Service Provider whatsoever for any loss which may be suffered by the Service Provider as a result of the termination;
 - (b) the Service Provider shall, immediately, reimburse to the City any monies advanced by the City which are not expended in accordance with this Agreement, if applicable, or to which the Service Provider is not entitled under this Agreement;
 - (c) the Service Provider shall make no further commitments in relation to the use of the Contribution and shall cancel or otherwise reduce, to the extent possible, the amount of any outstanding commitments in relation thereto;
 - (d) all Eligible Costs incurred by the Service Provider up to the date of termination shall be paid by the City; and
 - (e) no damages or further compensation of any kind shall be payable by the City as a result of the termination or suspension of the Agreement.
- 2.10 If the Service Provider is, during the Term, in breach of any part of this Agreement, the City, in addition to the remedies set out in this Agreement, may exercise any or all of the following remedies in any combination that the City chooses, and the remedy or remedies may be exercised for such time as the City deems appropriate:
- (a) the right to require the Service Provider to provide additional information or documents to the City;
 - (b) the right of the City to require the Contribution, or any portion of it, to be repaid to the City;
 - (c) performing any obligation of the Service Provider by retaining a third party or authorizing City staff to perform the obligation, the cost of any such retention or performance shall be payable by the Service Provider and the Contribution Limit shall be reduced by such costs; and
 - (d) any additional remedies of the City at law or in equity.
- 2.11 Nothing in this Agreement creates any undertaking, commitment or obligation by the City respecting additional Contributions or the continuation of the Agreement after the termination or expiration of this Agreement.

3 Funding

- 3.1 The Service Provider shall carry out the Project and all work required to give effect thereto, notwithstanding that the value of the time spent by the Service Provider in performance thereof exceeds the amount of the Contribution Limit.
- 3.2 The Service Provider agrees that no provision of this Agreement shall relieve the Service Provider from performing all of the work set out in, and required to give effect to, the Project or reduce its obligation to one of performing only some proportionate or other part of the Project.
- 3.3 The City shall provide payments of the Contribution to the Service Provider as set out in the Payment Schedule in Schedule "D".
- 3.4 The maximum amount paid by the City to the Service Provider for the Project and all work required in relation thereto, shall not exceed the Contribution Limit as set out in Schedule "B".
- 3.5 Without limiting any other terms of this Agreement, the City shall provide payments of the Funding to the Service Provider in a form and at a frequency to the satisfaction of the City, at its sole discretion.
- 3.6 The Service Provider understands and acknowledges that the Contribution set out in this Agreement is subject to City Council approval of City Operating Budgets.
- 3.7 The Contribution, and any portion thereof, shall be used solely for the purposes of funding Eligible Costs and shall be not used by the Service Provider for any purpose other than the Eligible Costs.
- 3.8 The Service Provider shall ensure that all activities undertaken in respect of the Project are carried out in order to achieve the Expected Results.
- 3.9 The Service Provider shall ensure that the expenditures in relation to Project activities do not exceed the amounts set out in this Agreement and in the Project Budget as set out in Schedule "A".
- 3.10 The Service Provider acknowledges and agrees that the City shall be entitled to withhold the amount of any Eligible Cost until such time as the General Manager is satisfied that:
- (a) the Service Provider has not requested payment for expenses that are not Eligible Costs;
 - (b) the Service Provider has no outstanding debts owing or liability in respect of the Project(s);
 - (c) the Service Provider has achieved the Expected Results, or has provided an explanation for any variance to the satisfaction of the General Manager.
- 3.11 At no time shall the City be required to provide the Contribution, or any portion thereof, unless the General Manager is satisfied that all the terms and conditions of this Agreement have been satisfied.
- 3.12 The Service Provider acknowledges and agrees that the Contribution, or any portion thereof, may only be paid to the Service Provider following:
- (a) verification by the General Manager of a final claim for payment, in a form and with such content satisfactory to the General Manager, accompanied by an itemized statement of all Eligible Costs incurred and paid by the Service Provider; and

- (b) the receipt of all reports that are required by the General Manager to be submitted to the City by the Service Provider under the terms of this Agreement or as otherwise determined by the General Manager, at his or her sole discretion, to be necessary in order to make the final payment.

3.13 The Service Provider acknowledges and agrees that the City shall not be liable for any obligation entered into by the Service Provider or any other third party in relation to any work or activities in any way related to the Project and the City shall have no obligation to make any payments to or on behalf of the Service Provider for any such obligations.

3.14 The parties agree and acknowledge that prior to the advance of any portion of the Contribution:

- (a) the General Manager shall have approved, at his/her sole discretion, a Workplan, Expected Results, Project Budget, and Reporting Requirements for the Term;
- (b) the Service Provider shall have executed this Agreement; and
- (c) the Service Provider shall have obtained all permits, licenses, consents and other authorizations that are required, or otherwise requested by the City, in order to carry out the Project or any part thereof.

3.15 The Service Provider shall declare if any advance payments of any Contribution amount are made under this Agreement, and where the amount of interest earned on such advance payments is in excess of one hundred dollars (\$100). Such interest is deemed to be part payment of the City's Contribution and will be taken into account in the calculation of the final payment by the City, or repayment by the Service Provider, as deemed appropriate in the circumstances by the General Manager.

3.16 The Service Provider shall immediately notify the City, in writing, if there are any changes to the Project's revenue contributions as projected in the Schedule "A". The Service Provider agrees that where there is any change, the City may, in its sole discretion, reduce the amount of its Contribution by such amount, not exceeding the amount of the additional assistance received, that it considers appropriate.

3.17 At the request of the General Manager, the Service Provider shall provide the City with a statement identifying the total funding provided from all sources for the Project.

4 Eligible Costs

4.1 Costs may only be considered Eligible Costs if they are:

- (a) incurred by the Service Provider during the Term of this Agreement and in the case of goods, received during the Term of this Agreement;
- (b) in the opinion of the General Manager, directly related to, and required to achieve the Expected Results of the Project; and
- (c) reasonable and necessary, in the sole opinion of the General Manager.

4.2 The City shall, at all times, have the right to determine, at its sole discretion, if any costs claimed by the Service Provider are eligible for reimbursement.

4.3 Eligible costs are only those costs with respect to which the Service Provider has incurred an obligation during the Term. For greater clarity, no costs incurred prior to or following the Term are Eligible Costs.

- 4.4 The City may, at its sole discretion and at any time during the Term, add or remove any particular cost as an Eligible Cost, upon providing no less than five (5) days' written notice to the Service Provider.
- 4.5 The portion of the cost of any goods or services purchased by the Service Provider for which the Service Provider may claim a GST/HST input tax credit or rebate is excluded from Eligible Costs and is not eligible for reimbursement under this Agreement. The Service Provider shall, as far as reasonable and practical, take advantage of any GST/HST rebates or input tax credits that may be available to them.
- 4.6 The portion of any cost in respect of which the Service Provider has received, or is entitled to receive, a financial contribution from another level of government or other source is not eligible for reimbursement.
- 4.7 The following costs, amongst others, shall not be Eligible Costs:
- (a) donations;
 - (b) fines and penalties;
 - (c) membership fees for clubs;
 - (d) the construction, repair, and renovation of new and existing social and affordable housing and emergency shelters; and
 - (e) any costs that have not been expressly approved in this Agreement or in writing by the General Manager.

5 Reports

- 5.1 The Service Provider shall submit all required Reports, as set out in Schedule "C", certified by a senior officer of the Service Provider in a form satisfactory to the General Manager at his/her sole discretion.
- 5.2 The Service Provider acknowledges and agrees that each required Report shall contain any information required by the General Manager, acting reasonably.
- 5.3 The Service Provider acknowledges that failure to submit the reports required in accordance with subsection 5.1 may result in either the withholding of payment until such reports are submitted or in the termination of this Agreement.
- 5.4 The Service Provider shall, if requested by the General Manager, immediately furnish the City with a revised Project Budget. If there is a variance between the projected expenditures and the actual expenditures for any given reporting period, the Service Provider shall immediately inform the General Manager and provide any additional documentation requested by the General Manager.
- 5.5 The Service Provider acknowledges and agrees that the General Manager reserves the right to modify, alter, or require additional reporting from the Service Provider and the Service Provider will provide the General Manager with the additional reporting results in a form and in a manner satisfactory to the General Manager.

Audits and Reviews

- 6.1 During the Term and for a period of not less than seven (7) years from the end of the fiscal year to which the records relate, the Service Provider shall, on forty-eight (48) hours prior written notice, give the City and any Applicable Funder free access to such staff, documents, books, records and accounts, and all facilities, physical and otherwise, as may be determined by the City and the Applicable Funder for the purpose of verifying compliance with this Agreement and to evaluate the effectiveness of the Service Provider's Project and delivery of its Expected Results.
- 6.2 During the Term of this agreement, the Service Provider shall permit the City to conduct Project reviews, site reviews and/or organizational reviews ("Reviews") in order to assess and provide information and assistance related to the Service Provider's operations.
- 6.3 The Service Provider shall permit the City to make copies from such books and records and shall furnish the City and any Applicable Funder with such additional information as may be required for audits and Reviews.
- 6.4 The Service Provider agrees to provide the City and any Applicable Funder its full cooperation with any audits and Reviews, including responding to requests for clarification and/or explanations to questions.
- 6.5 The Service Provider shall make available its staff and/or Board of Directors for any audits and Reviews.
- 6.6 The Service Provider acknowledges that the City and any Applicable Funder may conduct an audit of any Service Provider and its subcontractors in any year.
- 6.7 In the event the City or any Applicable Funder conducts an audit, the Service Provider acknowledges that any report or document related to an audit conducted by the City or a subcontractor on behalf of the City in connection with this Agreement may be provided to both the City and the Applicable Funder.
- 6.8 The Service Provider shall submit to the City its most recent audited financial statement, provided by an independent auditor, at any time as requested by the City.
- 6.9 The Service Provider agrees that both the City and any Applicable Funder may discuss audit reports with the Service Provider's auditor. The Service Provider agrees to execute such authorizations as may be required in order to permit its auditor to discuss the report with the applicable party or parties and to provide any requested information to them in relation to the audit.
- 6.10 The Service Provider shall:
- (a) keep proper accounts and records, in accordance with generally accepted accounting principles, of all expenditures and revenues relating to the Project, including any Contribution received from the City and cash contributions from other sources, as well as records substantiating the receipt and value of any in-kind contributions to the costs of the Project;
 - (b) keep records of all Project-related contracts and agreements and all invoices, receipts and vouchers relating to Eligible Costs; and
 - (c) keep records of all Project-related activity, progress and evaluation reports and reports of Project reviews or audits carried out by, or on behalf of, the Service Provider.

- 6.11 The Service Provider shall retain the records referred to in this section for a period of seven (7) years following the end of the Term.
- 6.12 The Service Provider shall put in place written operational policies and procedures relating to the financial management of the Contribution and the Funding and shall, if requested by the General Manager, provide a copy of those policies and procedures to the General Manager, together with the names and positions of personnel within the Service Provider's organization with responsibilities for the financial management and decision making in connection with the carrying out of its responsibilities under this Agreement.
- 6.13 The Service Provider shall permit the City to:
- (a) monitor the Project through, as appropriate, periodic visits to the Service Provider's offices or by other means such as telephone calls and questionnaires;
 - (b) undertake periodic audits or inspections of financial records to verify that costs claimed by the Service Provider under this Agreement were actually incurred and were in accordance with the terms and conditions of this Agreement; and
 - (c) undertake any other audit and review functions deemed necessary by the General Manager at his or her sole discretion.
- 6.14 The Service Provider shall cooperate with the City in the conduct of any evaluation of the Project that the City may carry out during the Term and within a period of seven (7) years thereafter. The Service Provider agrees to participate in any survey, interview, case study or other data collection exercise initiated by the City for the purpose of conducting an evaluation.

7 Service Provider Management Responsibilities

- 7.1 In addition to the other obligations set out in this Agreement, the Service Provider shall:
- (a) manage the Project so that no expenditure is made that is of a material or excessive nature having regard to the normal practice of similar non-profit corporations for similar Projects;
 - (b) ensure that the Project is completed on or before the end of the Term;
 - (c) not lend or give away any funds or guarantee or underwrite the repayment of any obligation of a third party;
 - (d) record the acquisition of and preserve any assets costing \$1000 or more acquired under the Project and use these assets solely for the purposes of the Project, during the Project Term, unless the City authorizes otherwise, in writing;
 - (e) ensure a disposal plan is maintained, including, at the end of the Project, or upon termination of this Agreement, if earlier, and if directed to do so by the City, any assets referred to in sections 7.1(d) shall be:
 - i sold at fair market value and the funds realized from such sale shall be used to offset the City's Contribution to the Eligible Costs of the Project;
 - ii turned over to another organization designated or approved, in writing, by the City; or
 - iii disposed of in such other manner as may be determined by the City;

- (f) permit the City to have access to all aspects of the Project, including, staff members, documents or any other materials requested by the City, at all reasonable times during the Term;
- (g) maintain and implement any and all environmental protection measures prescribed by the Canadian Environmental Assessment Act to ensure harm to the environment resulting from the Project activities, if any, shall remain minimal;
- (h) ensure that all environmental protection measures, standards and rules relating to the Project, including those requested by the General Manager, are complied with; and
- (i) produce any certificates, licenses, and other authorizations required, in respect of the rules relating to the environment in relation to environmental protection, for carrying out the Project.

7.2 The Service Provider shall, if requested by the City, participate in any and all training sessions requested or required by the City in relation to this Agreement or the Project.

7.3 The Service Provider shall comply with all directions of the City in relation to any material requirements of the City that are required for compliance with any applicable contribution agreement between the City and any other order of government.

7.4 The Service Provider shall at all times during the Term:

- (a) maintain itself as a Non-Profit Organization in good standing to the satisfaction of all applicable laws; and
- (b) not alter, supersede or cancel its articles of incorporation or letters patent or any by-law which would create an inconsistency with this Agreement without prior written notice to the City.

8 Indemnity

8.1 Without limiting any other terms or conditions of this Agreement, the Service Provider shall at all times indemnify and save harmless the City, its officers, employees, agents, invitees, and elected or appointed officials, successors and assigns (all of which are hereinafter called the "City Indemnitees") from and against any and all manner of claims, demands, losses, costs, charges, fines, actions and other proceedings whatsoever made or brought against, suffered by or imposed on the City Indemnitees or their property in respect of any loss, damage or injury (including fatal injury) to any person or property (including, without restriction, employees, agents, officials and property of the City Indemnitees, or of the Service Provider) arising out of, resulting from or sustained as a result of the Service Provider's performance of or failure to perform any part of this Agreement, excepting only those claims, demands, losses, costs, charges and actions that are a result of the gross negligence, breach of contract or breach of any statutory duty of the City Indemnitees.

8.2 Without limiting any other terms or conditions set out in this Agreement, the City shall not be liable for any injury to or loss suffered by the Service Provider or any employee, officer, agent or contractor of the Service Provider, including, but not limited to, death or economic loss, caused by or in any way related to the carrying out of the Project or to performance of any of its obligations relating thereto.

- 8.3 The Service Provider, as the employer of its staff, shall be wholly responsible for all employment related expenses and liability including, but not limited to, salary, benefits, vacation, illness, termination, and disability and workers' compensation coverage for its staff, whether required statutorily, at common law or otherwise. Under no circumstances shall the City be responsible for these payments at any time whether directly or indirectly.
- 8.4 Nothing in this Agreement creates any undertaking, commitment or obligation by the City respecting additional or future funding of the Project or Eligible Costs during or after the Term.
- 8.5 The City and the Service Provider agree and acknowledge that all management and supervision of the Project, as well as the Service Provider's responsibilities in relation to the Project, are the sole and absolute responsibility of the Service Provider.

9 Insurance

- 9.1 During the term of this Agreement, the Agency shall maintain, at its own expense, the following policies of insurance, which policies shall be in a form and with an insurer acceptable to the City. A certificate evidencing these policies signed by the insurer or an authorized agent of the insurer must be delivered to the City prior to the execution of the agreement.
- (a) Commercial General Liability provided that the policy:
 - i is in the amount of not less than Two Million Dollars (\$2,000,000.00), per occurrence;
 - ii adds the City of Toronto as an additional insured;
 - iii includes a Cross Liability and Severability of Interest Clause, Non-Owned Automobile Liability, Employer's Liability and/or Contingent Employer's Liability;
 - iv includes a clause which will provide the City with thirty (30) days' prior written notice of cancellation (15 days if cancellation is due to nonpayment of premium); and
 - (b) Automobile Liability insurance with a minimum limit of Two Million Dollars (\$2,000,000) for all licensed motorized vehicles owned or leased by the agency.
- 9.2 At the expiry of the policies of insurance, original signed Certificates evidencing renewal will be provided to the City without notice or demand.

10 Conflict of Interest

- 10.1 The Service Provider covenants that no member(s) of the House of Commons, the Legislature of Ontario or the Council of the City shall be admitted to any share or part of this Agreement or to any benefit to arise therefrom.
- 10.2 The Service Provider covenants that no individual, for whom the post-employment provisions of Canada's Conflict of Interest and Post-Employment Code for Public Office Holders or Canada's Conflict of Interest and Post-Employment Code for the Public Service apply, shall derive a direct benefit from this Agreement unless that individual is in compliance with the applicable post-employment provisions.

- 10.3 The Service Provider shall: (a) avoid any Conflict of Interest in the performance of its contractual obligations; (b) disclose to the City without delay any actual or potential Conflict of Interest that arises during the performance of its contractual obligations; and (c) comply with any requirements prescribed by the City to resolve any Conflict of Interest. In addition to all other contractual rights or rights available at law or in equity, the City may immediately terminate the Agreement upon giving notice to the Service Provider where: (a) the Service Provider fails to disclose an actual or potential Conflict of Interest; (b) the Service Provider fails to comply with any requirements prescribed by the City to resolve a Conflict of Interest; or (c) the Service Provider's Conflict of Interest cannot be resolved. This paragraph shall survive any termination or expiry of the Agreement.
- 10.4 The Service Provider covenants that at all times it will carry out activities to prevent Conflicts of Interest in carrying out its roles and responsibilities under this Agreement including the management of the Funding provided to it by the City.
- 10.5 The absence of any disclosure of interest under this provision shall be treated as a representation and warranty by the Service Provider that no such potential Conflict of Interest exists.
- 10.6 The Service Provider shall put in place a policy, satisfactory to the General Manager, to prevent Conflicts of Interest in the operation of the Project and the fulfillment of its obligations under this Agreement.

11 Notices

- 11.1 Any notices to be given and all reports, information, correspondence and other documents to be provided by either party under this Agreement, all demands, requests, invoices, payments, consents, statements or other communications required, contemplated or permitted to be given by any party hereto to any other party shall be in writing and shall be either delivered personally, by email, or by registered mail postage prepaid or by courier service addressed as follows:

If to the City, at: CITY OF TORONTO
55 John Street, 6th floor
Toronto, ON, M5V 3C6
Attention: Director, Housing Stability Services
Email: HSS@toronto.ca

If to the Service Provider, at the address specified in the Service Provider's Organization Profile on the Toronto Grants, Rebates and Incentives Portal;

or such other address of which either of the parties may from time to time notify in writing. The time of giving or mailing such report, information, correspondence, notice, demand, request, invoice, statement, consent or other communication shall be (i) if delivered or sent by means of personal delivery, on the date of delivery; (ii) if by email, on the day that it is sent, or (iii) if mailed in Canada, other than during an actual or threatened postal disruption, five (3) days after the date of mailing.

12 Intellectual Property Rights

- 12.1 Where in the course of carrying out the Project, the Service Provider produces any work using the Contribution or any portion thereto, the copyright in the work shall vest in the Service Provider. However, the Service Provider hereby grants to the City and (where funding is provided for the Project by Canada or the Ministry of Housing) to Canada and to the Ministry of Housing, a non-exclusive, irrevocable and royalty free license to use, translate, adapt, record by any means or reproduce, except for commercial sale in competition with the Service Provider, any such work which is produced by the Service Provider.
- 12.2 The license granted under section 12.1 shall be for the duration of the copyright and shall include:
- (a) the right to sub-license the use of the work to any contractor engaged by the City or any order of government that has provided or is providing funding for the Project solely for the purpose of performing contracts with the City or any other such funder; and
 - (b) the right to distribute the work, as long as the distribution does not undermine any commercial use of the work intended by the Service Provider.
- 12.3 The Service Provider agrees to execute any acknowledgements, agreements, assurances or other documents deemed necessary by the City to establish or confirm the license granted under section 12.1.
- 12.4 Additionally, with respect to any work licensed under section 12.1, the Service Provider:
- (a) warrants that the work shall not infringe on the copyrights of others;
 - (b) agrees to indemnify and save harmless the City, Canada and the Ministry of Housing from all costs, expenses and damages arising from any breach of any such warranty; and
 - (c) shall include an acknowledgment, in a manner satisfactory to the City on any work that is produced by it with the Contribution, acknowledging that the work was produced with funds contributed by the City or the Applicable Funder and identifying the Service Provider as being solely responsible for the content of such work.
- 12.5 The Service Provider shall submit to the City a copy of any work licensed under section 12.1.

13 Confidentiality and Non-Disclosure

- 13.1 "Confidential Information" as used herein refers to both:
- (a) any information marked or identified verbally as confidential and includes (but shall not be limited to) any secret or confidential information, personal information, materials, records, memoranda, information derived from data, business or technical information, methodologies, marketing plans, knowledge, data, know-how, or innovations of the City or the Service Provider, as the case may be, but does not include any information, methodologies, marketing, plans, knowledge, data, know-how, or innovations which are:
 - i now, or subsequently, in the public domain;
 - ii already in the lawful possession of a party prior to its receipt from the other party;

- iii independently developed by a party;
- iv lawfully obtained by a party from a third party;
- v disclosed by a party with the written permission of the other party; or
- vi disclosed pursuant to a court order, legal compulsion or in accordance with legislation; and

(b) any information of any kind, about any identifiable individual.

13.2 The Service Provider agrees to maintain in strict confidence during the term of this Agreement and after the termination or expiry of this Agreement, all Confidential Information in the course of or incidental to the performance of this Agreement and not to disclose, make use of or otherwise deal with the Confidential Information without the prior express written permission of the City, except in the ordinary and proper performance of its obligations pursuant to this Agreement.

13.3 The Service Provider shall not store or transfer outside of Canada any Confidential Information acquired by the Service Provider from the City in the course of or incidental to the performance of this Agreement, without the prior written consent of the City.

13.4 If the Service Provider receives a request for access made under the relevant privacy legislation to any of the Confidential Information of the City, the Service Provider shall transfer the request to the City.

14 **MFIPPA and the City of Toronto Act, 2006**

14.1 The Service Provider acknowledges that all records in the City's control (including any records provided by the Service Provider to the City) are subject to the provisions of the MFIPPA, and such records may be disclosed by the City to the public upon request under that Act. The Service Provider further acknowledges that pursuant to the *City of Toronto Act, 2006*, SO 2006, c 11, Sched A, the proceedings of City Council are matters of public record. The Service Provider acknowledges that the City does not make any covenants with respect to maintaining the confidentiality of any records the Service Provider provides to the City.

15 **The Personal Information Protection and Electronic Documents Act("PIPEDA")**

15.1 The Service Provider, in performance of this Agreement, shall:

- (a) preserve the PIPEDA compliance of all PIPEDA Protected Information transferred to it by the City or the Minister;
- (b) ensure the PIPEDA compliance of all PIPEDA Protected Information that it collects in the course of performing its contractual obligations; and
- (c) ensure the PIPEDA compliance of all PIPEDA Protected Information that it transfers to the City or the Minister.

16 **Announcements and Recognition**

16.1 The Service Provider acknowledges that the name of the Service Provider, the amount of the contributions and the general nature of the projects supported under this Agreement may be made publicly available by the City.

16.2 The Service Provider shall notify the City fifteen (15) working days in advance of any and all communications activities, publications, advertising and press releases planned by the Service Provider in relation to the Project or any work carried out thereunder.

- 16.3 The Service Provider shall ensure that any and all communication activities, publications, advertising and press releases regarding the Project are in terms and in a form and manner satisfactory to the City.
- 16.4 The Service Provider agrees to display such signs, plaques or symbols as the City may provide in such locations on its premises as the City may designate.
- 16.5 The Service Provider shall cooperate with representatives of the City and any Applicable Funder during any official news release or ceremonies relating to the announcement of the Project.
- 16.6 The Service Provider shall give appropriate recognition of the funding of the City and any Applicable Funder in its publicity and signage relating to the Project, including any information provided to the public on any website maintained by the Service Provider.

17 Home for Good

- 17.1 The requirements set out in this section 17 apply to HFG Funding and are in addition to all of the other terms and conditions set out in this Agreement.
- 17.2 For the purposes of HFG Funding, this Agreement is intended to comply with the requirement that the City enter into a "support services agreement" with the Service Provider.
- 17.3 It is agreed that where there is a contradiction between the terms of this Agreement and the Program Guidelines published by the MOH, the Program Guidelines published by the MOH will prevail.

18 Workplace Safety and Insurance Act

- 18.1 The Service Provider shall secure, maintain and pay all costs for Workplace Safety and Insurance Board ("WSIB") workers' compensation coverage for its employees performing work on the Project pursuant this Agreement, where statutorily required under the *Workplace Safety and Insurance Act, 1997*("WSIB").
- 18.2 The Service Provider warrants that it has workers' compensation policies, sufficient to cover its employees for any injuries sustained performing work on the Project. The Service Provider agrees to maintain such workers' compensation policies for the duration of this Agreement. Nothing in this section shall relieve the Service Provider of its obligations of indemnity under this Agreement.
- 18.3 Nothing under this Agreement shall render the City responsible for any employment, benefit or termination liability (including those under or in connection with the WSIA or any successor legislation), whether statutorily required, at common law or otherwise, resulting from work performed on the Project pursuant to this Agreement by persons employed or otherwise engaged by the Service Provider. In the event that employment related costs, or other related responsibility falls to the City for any reason whatsoever, the Service Provider agrees to indemnify the City for such costs.
- 18.4 Upon request of the City, the Service Provider will provide the City a copy of the Service Provider's workers' compensation policies to confirm compliance with this section.

19 General

- 19.1 The Service Provider shall comply with the Standards and Directives and all applicable federal, provincial and municipal legislation, regulations and by-laws including but not limited to the *Ontario Human Rights Code*, the *Occupational Health and Safety Act* and the *Workplace Safety and Insurance Act*.

- 19.2 The Service Provider shall permit the City to provide an executed copy of this Agreement to the MOH.
- 19.3 All rights and benefits and all obligations of the City under this Agreement shall be rights, benefits and obligations of the City in its capacity as a party to this Agreement and shall not take away from or interfere with or fetter the rights, benefits and obligations of the City, its Council or its elected and appointed officials and representatives in their respective functions and capacities. The Parties agree and acknowledge that the Service Provider is not the agent or representative of the City and has no authority to bind the City.
- 19.4 The Service Provider shall not, during the Term, transfer or assign any interest in this Agreement without the prior written consent of the City which, in the General Manager's sole discretion, may be withheld or given subject to such terms and conditions as the General Manager deems appropriate. For the purposes of this Agreement, assignment shall include any transfer in the majority ownership or controlling interest in the Service Provider, whether through the sale of shares, direct acquisition of assets or otherwise.
- 19.5 The Service Provider represents and undertakes that to the best of its knowledge and belief that no bribe, gift, benefit or other inducement has been paid, given, promised or offered directly or indirectly to any official or employee of the City or MOH or to a member of the family of such a person with a view to influencing the decision of the City to enter into this Agreement or to influence such person in respect of the administration of this Agreement.
- 19.6 The Service Provider shall complete and sign the Declaration of Compliance with Anti-Harassment/Discrimination Legislation and City Policy in the form set out in the attached Schedule "E" and return it to the General Manager.
- 19.7 This Agreement may only be changed by written amendment signed by authorized representatives of both parties.
- 19.8 If any section of this Agreement is not enforceable, this Agreement shall not be enforceable by the Service Provider against the City and the Service Provider shall repay the Funding.
- 19.9 Any failure by the City to insist in one or more instances upon strict performance by the Service Provider of any of the terms or conditions of the Agreement shall not be construed as a waiver by the City of its right to require strict performance of any such terms or conditions, and the obligations of the Service Provider with respect to such performance shall continue in full force and effect.
- 19.10 No waiver of any breach of any provision of this Agreement shall be effective or binding unless it is in writing and signed by the City and, unless otherwise provided, shall be limited to the specific breach waived.
- 19.11 The Service Provider shall, at its sole expense, promptly execute any such additional documentation with respect to the Funding to give effect to this Agreement as the City may from time to time require.
- 19.12 This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and applicable federal laws, and the parties hereby attorn to the exclusive jurisdiction of the courts of the Province of Ontario with respect to the enforcement and interpretation of this Agreement.
- 19.13 This Agreement shall enure to the benefit of and be binding upon the parties and their respective successors and permitted assigns.
- 19.14 In this Agreement, words in or implying the singular include the plural and vice versa, and words having gender include all genders.
- 19.15 The captions for sections of this Agreement are for convenience only and are not to be considered a part of this Agreement and do not in any way limit or amplify the terms and

provisions of this Agreement.

- 19.16 The covenants, representations, warranties and indemnity of the Service Provider set forth in this Agreement shall survive the expiry or other termination of the Term.
- 19.17 The Agreement may be executed in any number of counterparts and each such counterpart shall, for all purposes, be deemed an original.

IN WITNESS WHEREOF the City and the Service Provider have executed this Agreement by their proper officers duly authorized

SIGNED AND DELIVERED

CITY OF TORONTO

Mary-Anne Bédard, General Manager

Shelter, Support and Housing Administration

ORGANIZATION'S LEGAL NAME

Name:

Title:

I have authority to bind the corporation.

Schedule "A"
Approved Application

**Deadline for
Submissions:**

Application ID:

TOR #:

Organization:

Funding Cycle:

**Funding Opportunity
Name:**

General

Project Name

What is the name of your proposed project?

Project Term

The project term cannot start before or extend beyond the term specified in the Funding Opportunity Guidelines.

**What is the start date of
your proposed project?:**

**What is the end date of
your proposed project?:**

Project Contact

If more than one person within your organization is required to, or will be providing input to this application, all must be added as project contacts to the application in order to have access. Only contacts added to the application will have access. Does your proposed project require additional contacts?

Project Contact

Name :
Phone:
Email:

Project Contact Look up

Project Location

Is the project address the same as your organization's head office address?

Name :
Project Site Address:
Postal Code:

Is the project located in Toronto?

Is the project location owned or leased?

If leased, does the lease cover the entire duration of the proposed project?

In which of the City's Wards will your project activities take place?

[City Ward Look Up Page](#)

Project Hours

	A Sunday	B Monday	C Tuesday	D Wednesday	E Thursday	F Friday	G Saturday
Project Start Time							
Project End Time							
Type of Services Provided (select all that apply)							

Languages

Will your project provide direct services in French?

Will your project have access to French interpretation services?

Organizational Stability

Organizational Stability

What is your organization's first year of operation/service?

What is/are your organization's main programs and services this year?

In the past 12 months, has there been a change in your organization's senior management?

In the past 12 months, what has the staff turnover rate for your organization been?

How many newly funded programs/services has your organization implemented in the past 5 years?

--Select One--

How many defunded programs/services has your organization closed in the past 5 years?

--Select One--

In the past 12 months, how many members of your organization's Board of Directors have resigned in the middle of their term?

Project Clients

Project Caseload

A caseload is defined as the number of unique individuals or households that your project will serve at the same time. The caseload number is different from the total number of individuals or households served over the course of your project term.

What is the proposed number of individuals or households for your project's caseload?

High-intensity service provision is defined as a staff to client ratio of 1:10 or fewer. Medium-intensity service provision is defined as a staff to client ratio of 1:11 to 1:20. Low-intensity service provision is defined as a staff to client ratio greater than 1:20.

What percentage of the client caseload will require high, medium, and low-intensity support service?

High Intensity:

Medium Intensity:

Low Intensity:

Electronic Client Management System

Will your project use an electronic client management system to track client activities and outcomes?

Eligible Client Groups

Please select which eligible client groups your project will serve either directly (through service provision) or indirectly (through service coordination, network development, shared resources, and training, etc.).

Target Population Groups

Your project's target population groups are those groups of individuals and households that your project may be designed to serve. For example, your project may target LGBTQ2S youth experiencing homelessness or your project may be specifically designed to serve Indigenous women at risk of homelessness. That said, you may, from time-to-time, serve an individual who falls outside your project's target population group (i.e. while making a referral to a more suitable service, etc.). Answer Yes to the question below if your project may be targeting specific population groups. Answer No if your project will generally serve all clients who are experiencing homelessness or are at-risk of homelessness.

Does your project intend to target a specific population group?

Budget

Project Staffing

A - Staff Position Title	B - Hourly Rate of Pay	C - Annual Salary	D - Number Hours Worked Per Week	E - Percentage of Staff Wages to be Charged to Project	F - 12-month staffing costs Charged to Project	G - Full Time Equivalent (FTE)	H - If Applicable, Anticipated Caseload
--------------------------	------------------------	-------------------	----------------------------------	--	--	--------------------------------	---

Volunteers & In-Kind Contributions

A - Number of Volunteer		B -Total Volunteer Hours per Week		C - Total Volunteer Hours per Year	
A	B	C			
Type of Support	Source	Estimated Value (\$)			

Project Revenue and Expenses

A B - Revenue Source		C - Funding Requested		D - Other Funding Sources		E - TOTAL Revenue	
A	B - Expenses Category	C - Expenses	N/A	E - Total Expenses			
Overhead Expenses							

Work Plan

Project Work Plan

Are there any other project activities not represented by the project work plan table completed above?

Partnerships

Project Partnerships

A	B	C	D	E	F
Name of Partner	Partner Type	Main Contact Name	Main Contact Phone #	Main Contact Email	Main Role of Partner for the Project

Summary

Project Summary

The following two-sentence statement has been auto-populated from various fields in your application to summarize your proposed project.

Does the above sentence represent your proposed project well?

Staff Signatory Name:

Staff Signatory Title:

Staff Signatory Email:

Board Signatory Name:

Board Signatory Title:

Board Signatory Email:

Cost Centre Two:

Amount:

Cost Centre Three:

Amount:

Cost Centre Four:

Amount:

Schedule "B"
Project Description, Term and Contribution Limit

Project ID:

**Project
Description:**

Term:

**Annual
Contribution
Limit:**

Schedule "C"

Payment Schedule

Service Provider:

Project Name:

Payment Schedule:

Payment Date	Payment Amount (\$)
Total	\$0.00

Note: The release of payments is subject to the Service Provider meeting the terms and conditions of the Agreement, including required reporting.

Schedule "D" Reporting Schedule

Service Provider:

Project Name:

Reporting Schedule:

Due Date	Report Type	Report Required	Period Covered by the Report
	Semi - Annual Report	Results Reporting, Budget Variance Reporting	
	Semi - Annual Report	Results Reporting, Budget Variance Reporting	

Note: Reporting is a condition of funding. Should you require assistance in collecting data or completing reports, please contact your lead SSHA staff. Additional reporting may be required during the Term of this Project.

Schedule "E"

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 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.

Multilingual Services: 311 and TTY 416-338-0889. For further information, consult the [Equality, Diversity and Human Rights web page](http://www.toronto.ca/diversity) at <http://www.toronto.ca/diversity>

Applicant Information (Organization or Individual)

Organization Name		Position Title	
Organization Representative or Individual First Name		Organization Representative or Individual Last Name	
<input type="checkbox"/> Check this box if First Name and Last Name do not apply to you because you have either a registered Birth Certificate or Change of Name Certificate bearing a Single Name. Provide your name below.			
Single Name			
Street Number	Street Name		Suite/Unit Number
City/Town	Province	Postal Code	Telephone Number
Organization Representative or Individual Signature			Date (yyyy-mm-dd)

Appendix Q: Anti-Racism, Access and Equity Policy and Guidelines

Applicable to Recipients of Grants from the City of Toronto and its agencies, boards and commissions

**Approved by City Council, December 16 & 17, 1998
(Strategic Policies & Priorities Committee Report 6, Clause 5)**

I. Policy Statement:

The population of the City of Toronto is made up of people from diverse communities and equity-seeking groups, e.g., women, people with disabilities, ethno-cultural and racial minorities, immigrants and refugees, faiths, the socio-economically disadvantaged, Aboriginal peoples, lesbian, gay, bisexual, transgendered persons. In recognition and support of this diversity, the City as a funder will ensure that:

- (1) It provides access for organizations representing these communities to the grants programs provided by the City of Toronto. This includes access to grants information, applications, staff resources, decision-making and funding; and
- (2) The services, programs and decision-making provided by organizations receiving grants are accessible to all residents of Toronto and that organizations receiving City grants are free from discrimination.

This policy recognizes that the changing nature of the population has implications for the operation of the City's grants programs as well as the delivery of services supported by City grants. In this context, the City recognizes that:

- (1) Barriers to services exist for members of the City's diverse communities, particularly for equity-seeking groups;
- (2) Organizations representing equity-seeking groups (e.g., women's organizations, Aboriginal organizations, ethno-specific and disability organizations) must continue to play a critical role in service delivery; and
- (3) The City of Toronto, as a funder, must act as a positive force in assisting the elimination of these barriers by providing support to both mainstream and equity-seeking organizations through the change process.

Access to services is the ability or extent to which communities or residents can attain needed services and achieve full participation in the planning, development, administration and delivery of those services. Access includes consumer/client access and organizational access.

To achieve this:

- (1) The City of Toronto will ensure its diverse communities, particularly those facing barriers and other forms of discrimination and disadvantage, have equitable access to its own services, resources and decision-making in order that all communities can fully participate in the City's social, economic, cultural and political life.
- (2) The City of Toronto will also require organizations receiving City grants to undertake planned and coordinated activities aimed at enabling diverse communities, particularly those facing barriers and other forms of discrimination and disadvantage, to participate fully in their services, programs and decision-making.

- (3) The City of Toronto undertakes this because it believes that when every individual makes a conscious effort to bring about equality and to engage in egalitarian practices, the City will be able to effect the systemic and social changes needed to create a community where all people live with dignity and peace. The City of Toronto also believes that its diverse communities need to partner with and assist each other in developing actions to eradicate discrimination and attain equality in our society and that the City can play a proactive and supportive role in this process.

II. Implementation

To implement these principles, the City of Toronto's grants programs will ensure that:

- (1) All organizations receiving City grants are non-discriminatory and promote the goals of anti-racism, access and equity;
- (2) All organizations receiving City grants take reasonable steps to ensure their services, programs and decision-making reflect the community they serve;
- (3) The City of Toronto's grants programs are accessible to organizations from Toronto's diverse communities, including organizations representing equity-seeking communities; and
- (4) All required documentation and conditions will be reasonable and grants will not be withheld if the Proponent is taking reasonable steps to comply with City policy.

Actions required to achieve this are described below:

- (1) **Declaration of Non-Discrimination**
Every person has the right to live, work and serve in an environment free of individual as well as systemic harassment and discrimination. Regarding the operation of the City's grants programs, the City of Toronto requires that all individuals and organizations adopt a policy of access and non-discrimination based on the City's Human Rights Policy as a condition of receiving a grant or other support from the City's grants programs. Discrimination means someone is being treated unfairly because of her/his status. In some cases, discrimination also means someone is being treated unfairly because he or she receives welfare, or if the person has been pardoned for a criminal offence. The Declaration of Non-Discrimination Form must be completed by individuals and organizations applying for grants or other supports.

Discrimination is prohibited on the grounds of Age, Ancestry, Citizenship, Creed (religion), Colour, Disability, Ethnic Origin, Family Status, Gender Identity, Level of Literacy, Marital Status, Membership in a union or staff association, Place of Origin, Political Affiliation, Race, Receipt of Public Assistance, Record of Offences, Sex, Sexual Orientation or any other personal characteristic. (The City of Toronto's Human Rights & Harassment policy protects grounds which are in addition to those protected under the Ontario Human Rights Code. These grounds are: gender identity, level of literacy, political affiliation. The Human Rights & Harassment policy has been approved by City of Toronto Council at its meeting on December 16-17, 1998 as embodied in Clause 2 in Report No. 19 of the Corporate Services Committee).

Discrimination could occur on the basis of employment, services, contractual arrangements, or membership in unions. It is essential to develop complaint/

mediation policies for incidents that could occur between employees, employees and management, employees and volunteers, employees and consumers, as well as between agencies.

(2) Anti-Racism, Access and Equity Components:

The following components are provided as guidelines to assist organizations receiving City grants in their efforts to integrate anti-racism, access and equity throughout their operations. The components address anti-racism, access and equity in the following areas: (a) Governance; (b) Employment; (c) Services; (d) Choice; (e) Training and Education; and (f) Information and Communications.

- (a) Access to Governance - Organizations receiving City grants will ensure that members of the City's diverse communities have equitable access to the organization's decision-making process. This includes decision-making, policymaking, budgeting and allocations. The Board of Directors, its volunteer committees and staff need to be representative of the diversity of the community it serves, as well as be responsive to the changing demographics. New board members should be educated and trained to effectively govern the organization. The Board has to be accountable to its members and communities.
- (b) Access to Employment - Organizations receiving City grants will ensure that members of the City's diverse communities have equitable access to employment. This includes recruitment, selection, staff development, performance evaluation, retention, promotion, termination. It also requires the identification and removal of systemic barriers so that the organization's staff are representative of diverse communities and are able to serve the needs of the changing population.
- (c) Access to Services - Organizations receiving City grants will ensure that they undertake planned and co-ordinated activities aimed at making their services and programs accessible to diverse communities. This includes examining and making appropriate changes to those who provide the organization's services, those who are receiving services and the way in which services are provided to ensure they are non-discriminatory and promote the goals of anti-racism, access and equity. In this context, the organization's outreach, communications, and structures for intake, referral, needs assessment, program planning, monitoring and evaluation must be examined and appropriately changed.

In addition, organizations receiving City grants must take into consideration provision of services to disadvantaged individuals, low-income persons, families in poverty, and equity-seeking communities.

- (d) Access to Choice - Organizations receiving City grants will ensure that their services, programs and decision-making provide a range of service options that enable the consumer or the community to make their own decisions about their lives and their community issues.
- (e) Access to Training and Education - Organizations receiving City grants will ensure that those involved in the delivery of services and programs are able to participate in appropriate education and training aimed at improving their knowledge, understanding and skills in order to work with and provide services to members of diverse communities, particularly equity-seeking communities.

Such training and education may involve Board members, staff and volunteers and include orientation and development in the areas of anti-racism, human rights, accommodation for people with disabilities, sexual orientation in the workplace and the community, etc.

- (f) Information and Communications - Organizations receiving City grants will ensure that information on its services, programs and decision-making and how they can be accessed as well as all of the organization's communications appropriately portray and are accessible to diverse communities. This includes external and internal communication and must address multilingual requirements as well as accommodate those who are sight and hearing impaired.

It is essential that the components listed above are implemented with an anti-racist approach. In this context, organizations receiving City grants will be involved in the development and promotion of unbiased attitudes, beliefs, policies and procedures as well as the identification and elimination of derogatory behaviours, actions, and practices of Board members, staff, volunteers, community members, residents and the organization's policies and procedures that have a direct or adverse impact on Aboriginal, ethno-racial and linguistic minority communities.

III. Access to City Grants Programs:

In terms of the City's responsibilities, each City grant program will include the following into the operations of their grants programs:

- (1) Environmental Scanning and Priority Setting:
This will require all grants programs to identify demographic, community and service trends, priorities of other funders, gaps in service and program delivery. This is done to enable grants programs to establish priorities for funding on a regular basis and, thereby, to encourage grants Proponents to establish programs and services which meet community issues and needs.
- (2) Allocation of Funds:
This will require all grants programs to undertake to provide funding based on both indicators of community need and community demographics. The issue of need as well as community demographics are determined in the environmental scanning process. In considering the allocation of funds, each grants program will need to determine the demographic make-up of the organizations seeking and receiving funding and undertake to ensure an equitable distribution of funds. Particular consideration will be given to organizations representative of equity-seeking communities.
- (3) Outreach and Community Development:
This will require all grants programs to determine the most appropriate strategies to provide community outreach and development. Each grants program will ensure a planned and co-ordinated approach to these activities in order to increase the capacity of diverse communities and their organizations, particularly those representing equity-seeking groups.
- (4) Setting Performance Standards and Monitoring Results:
This will require all grants programs to establish performance measures to guide the administration of grants programs and to set ways in which the grants administration

process can be reviewed, assessed and improved. Monitoring results of grants administration is also essential to ensuring such programs are achieving their objectives, particularly respecting equity-seeking groups.

(5) **Assessment of Organizations:**

This will require each grants program to ensure that its funded organizations or recipients of other supports fulfil the anti-racism, access and equity policy outlined above. The policy is designed to ensure full civic participation of all communities and specifically to engage in efforts to achieve equality for all of Toronto's communities.

In addition, each grants program will require organizations receiving funds to develop access and equity action plans and to submit a report on this annually along with the grants application form. This information will be used in the grants assessment as well as become part of the information which will be analysed and submitted to Council.

IV. Policy Implementation:

All of the City's grants programs are required to integrate the above policy and principles within their operations. This will be done in ways that are appropriate to the operations of each grants program and their capacity to undertake the activities identified above. To ensure this is being done, all grants programs will report annually on actions being taken to implement this policy.

In addition to reporting out annually, all grants programs will work together to streamline requests from organizations receiving grants from more than one City grant program.

Terms of organizations receiving grants:

- (1) All organizations will be required to file a Declaration of Non-Discrimination;
- (2) Organizations with total annual operating budgets greater than \$25,000.00 will be required to submit documentation regarding their anti-racism, access and equity policies.
- (3) Organizations receiving one-time grants will be required to include in their grant request how they intend to address the City's policy principles.

The City of Toronto recognizes that inequities, discrimination and disadvantage are generated and maintained through various means, including individual and systemic practices. To address this, the City recognizes that it, as well as organizations seeking and receiving City grants, needs to support the creation of an equitable society. Failure or unwillingness to engage in such activities could result in negative consequences and result in the withholding of City funding or the rejection of an application for funding.

Clause # 5, Report # 6 of the Strategic Policies and Priorities Committee Adopted by Toronto City Council December 16 & 17, 1998