

**Notice to Social Housing Providers
City of Toronto
Request for Proposals
For the Repair and Renovation of Social Housing**

Please review the attached document and submit your proposal to the email address below by the closing deadline of **12:00 noon (local time) on November 13, 2020**

Proposals must be submitted by email. Paper submissions will not be accepted.

Each Proposal should consist of a combined PDF or multiple documents grouped in one ZIP folder, submitted to: HousingSecretariatRFP@toronto.ca.

Public Information Meeting:	October 20, 2020
Time:	10:00 am
Location:	Online (details to be posted via Addendum)
Attendance (mandatory/voluntary):	Voluntary

Deadline for Questions (in writing):	November 3, 2020, at 4.30pm
City Contact:	Sarah Power Housing Development Officer, Housing Secretariat Sarah.Power@toronto.ca

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FOR THE REPAIR AND RENOVATION OF SOCIAL HOUSING**

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**Request for Proposals
For The Repair and Renovation of Social Housing**

1.0 RFP TERMINOLOGY

1.1 References to labeled provisions

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

1.2 Definitions

“Affordability Period” means the period during which the Agreement between the City and a Successful Proponent will be in effect. This will be 10 years, including a minimum of five (5) years during which the Social Housing will operate as Social Housing under the Housing Services Act, 2011, regardless of the end dates of any operating agreements and/or mortgage maturation.

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

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

“City” means the City of Toronto.

“CMHC” means Canada Mortgage and Housing Corporation.

"COCHI" means the Canada-Ontario Community Housing Initiative, Capital Improvement Component, a federal-provincial funding program to support the repair and renewal of existing social housing.

"Consultant" means the firm that has been retained by the Proponent to represent its interests during the completion of any portion of the Project."

“Contribution Agreement” Agreement” means the written contract, substantially in the form of the written agreement attached hereto as Appendix 7 entered into between the City and a Successful Proponent with respect to the Services under the COCHI Capital Improvement Component contemplated by this RFP.

“Council” means Toronto City Council.

"Executive Director" means the Executive Director of the City of Toronto’s Housing Secretariat, or her/his designate or successor, if any.

“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;

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

“Project” means the work to be undertaken to repair or renovate the Social Housing rental units proposed by a Proponent to this RFP.

“Proponent” means a legal entity, being a qualifying Non-Profit corporation that submits a Proposal in response to this Request for Proposal.

“Proposal” means the submission by a Proponent in response to this Request for Proposals (RFP), which includes all of the documentation necessary to satisfy the submission requirements of the RFP.

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

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

“Social Housing” means those housing projects, in the City of Toronto, which continue to operate under the programs prescribed in Schedule 1, Regulation 367/11 of the Housing Services Act, 2011, as the Transferred Housing Programs."

“Social Housing Provider” means the not for profit corporation operating Social Housing;

“Start of Construction” means proof that a first permit for renovation or repair, if necessary, is in place and/or that physical work on the Project has begun to the satisfaction of the Executive Director, Housing Secretariat.

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

"Urban Native Housing" means housing created under the federal Urban Native Housing Program that assists non-profit and co-operative Indigenous groups to house Indigenous persons.

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

2.0 CANADA-ONTARIO COMMUNITY HOUSING INITIATIVE (COCHI) FUNDING

2.1 Purpose

This Request for Proposals (RFP) makes capital funding available for the repair and renovation of Social Housing in Toronto from the capital component of the federal/provincial Canada-Ontario Community Housing Initiative (COCHI). Social Housing is a crucial part of Toronto's housing continuum. The City's HousingTO 2020-2030 Action Plan calls for reinvestment in the City's Social Housing stock so that it may continue to provide affordable homes over the long term and in a state of good repair.

Only Non-Profit Social Housing Proponents are eligible for this funding and Urban Native Housing Social Housing Providers will be given priority by the City.

Please note that this is the first of a multi-year COCHI program and there will be more opportunities for funding in the coming years.

2.2 Available Funding

The City is seeking proposals for essential health and safety repairs, building renovation, and accessibility modifications to Social Housing. Proposals should be significant enough in scope to require a minimum of \$20,000 in funding. There is a maximum funding amount of \$1,000,000 per Proposal. Total funding of approximately \$5 million is available through this RFP. There is a limit of one Proposal per Social Housing Provider, in order to better distribute the funding. The repairs and renovations do not need to be confined to one component or element of the building (HVAC, for example). A Proposal may be comprised of several pieces of work but all work must be for one site. The site may have more than one building on it. Proponents with scattered homes will be considered for an allocation beyond one site.

Proponents should be aware that they must agree to absorb any cost above the requested amount if necessary to complete the Project or that they may not be funded to the total amount requested. In addition, they should be prepared to assume any ongoing operational and maintenance costs related to the Project following its completion.

2.3 Project Eligibility

Eligible Projects must include repairs and renovations that do at least one of the following:

- address the health and safety of residents and staff
- install accessibility modifications
- upgrade or replace core building systems such as heating and cooling
- increase the building's quality and long term durability

Projects that are not eligible include:

- the purchase of appliances and furnishings, and;
- additions, conversions or expansions of living space.

The Social Housing must be owned or leased by a Non-Profit corporation for the minimum 10-year Affordability Period, including a minimum of five years as Social Housing, as defined by the Housing Services Act, 2011. Projects must operate so as to maintain Monthly Occupancy Costs at or below Average Market Rents for 10 years minimum.

The deadline to sign the City's Contribution Agreement and secure funding is **December 18, 2020**. Construction must then commence within 120 days of signing the agreement. This short timeframe dictates that only "quick-start" Proposals which have identified preferred contractors and are ready to apply for building permits and start construction, will be selected.

The proposed repairs/renovations must be completed on or before **March 31, 2022**, or the Successful Proponent risks losing the funding for any work completed after that date

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

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

2.4 Proponent Eligibility

The City is seeking Proposals from Proponents who are Social Housing Providers, as defined above, with Proposals by Urban Native Housing providers being given priority.

Further Proponents should:

- be in good standing with the City;
- have the experience necessary to execute and manage the work set out in the Proposal;
- be in a position to sign the Contribution Agreement, in the form attached as Appendix 7, no later than December 18, 2020;
- can undertake that work is started no later than 120 days after the signing the Contribution Agreement with the City;
- can finish the approved work by no later than March 31, 2022;
- retain a third-party Consultant such as an architect, engineer or project manager for Projects requiring permits or acquisition of major equipment connected to building infrastructure, changes or additions to life safety elements or other major items, at the discretion of the City;
- are prepared to assume any cost over and above the funded amount to complete the Project; and,
- can demonstrate that the necessary building permits have been issued or can be obtained for the Project to proceed within the program timeline.

2.5 Funding Model

The COCHI funding awarded for any Project will be based on the cost of the work that is approved by the City. There is a minimum funding request of \$20,000 and a maximum of \$1,000,000. Proponents may not have their entire funding request satisfied as funding is limited. The amounts provided shall be at the sole discretion of the City. Proposals should not include a contingency amount, this will be the responsibility of the Proponents to cover.

Funding will be provided in the form of a forgivable loan over the period of the 10 year Affordability Period described in the Contribution Agreement. When not in default under the Contribution Agreement, the loan is forgiven at an equal rate of 10% every year over the 10 year term. Forgiveness begins upon the first anniversary of the last advance of funding.

The COCHI funding for Projects of \$250,000 and under will be secured by a promissory note and Projects of over \$250,000 up to \$1,000,000 will be secured by a mortgage with the City.

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

2.6 Payment Schedule

The City will advance funds at three stages to the Proponent, as follows:

- a) fifty percent (50%) of the Funds will be paid once the security for the loan is in place;
- b) forty percent (40%) will be paid when 50% of the approved funds have been expended towards completion of the work;
- c) ten percent (10%) when the work is complete.

Conditions of payment are detailed in the Contribution Agreement.

2.7 Rent Levels and Affordability Period

Successful Proponents must keep rents at or below 100% Average Market Rent for the Affordability Period which is 10 years, including a minimum of five (5) years during which the Social Housing will operate as Social Housing under the Housing Services Act, 2011, regardless of the end dates of any operating agreements and/or mortgage maturation.

Average Market Rents for the City of Toronto are based on the Canada Mortgage and Housing Corporation's annual rental market report and are published on the City's website at:

[City of Toronto Average Market Rents and Utility Allowances](#)

The current City 100% Average Market Rents for 2020 are shown below.

Dwelling Room	Bachelor	1 bedroom	2 bedroom	3 bedroom
\$894	\$1,148	\$1,374	\$1,591	\$1,766

Rents may increase over time but cannot exceed 100% Average Market Rent for that year.

3.0 FUNDING AGREEMENT

Successful Proponents must sign an agreement with the City of Toronto in the form of the Contribution Agreement attached as Appendix 7. The Contribution Agreement sets out the terms and conditions of funding, such as rules related to how the City will make payments for the Project and the 10-year period during which rent levels are restricted to 100% of Average Market Rent.

The Contribution Agreement is not negotiable. By applying for this funding Proponents are agreeing and agreeing to the terms and conditions of the Contribution Agreement. The City of Toronto may cancel a Successful Proponent's funding if the work does not start within 120 days of signing the Contribution Agreement. The Contribution Agreement must be signed **by December 18, 2020**.

4.0 RFP PROCESS AND SELECTION

4.1 Deadlines and Timing

The overall timing for this RFP is as follows:

Date	Milestone
Tuesday, October 13, 2020	RFP issued
Tuesday, October 20, 2020 10:00 a.m.	Online information session
Tuesday, November 3, 2020, 4:30 p.m.	Deadline for written questions
Friday, November 6, 2020	Last Addendum issued
Friday, November 13, 2020, 12:00 p.m.	Deadline for RFP submissions
Friday, December 18, 2020	Deadline for Return of Signed Contribution Agreement

This schedule is subject to change and appropriate notice in writing of any changes and any Addendum will be published at:

[Affordable Housing Partners Open Request for Proposals](#)

4.2 Selection Committee

A Selection Committee will evaluate and select Proposals in accordance with the Evaluation Criteria below. The Committee will consist of Housing Secretariat and Shelter, Housing and Support Administration Division staff and may include staff of other relevant City divisions or professional advisors, at the discretion of the Housing Secretariat.

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

4.3 Evaluation Criteria

Proposals will be assessed on the basis of the criteria set out below.

A Proposal must score a minimum of 70 total points to be considered for funding.

	Criterion	Available Evaluation Points
1.	Proponent and Project Team Qualifications	20
2.	Repair and/or Renovation Plan (the "Project")	35
3.	Financial Viability and Value for Money	35
4.	Tenant Impact	10
	TOTAL MAXIMUM SCORE	100

The aim of the Selection Committee will be to select Proposals which meet the City's requirements under this RFP and provide the best overall value to the City. However, the Proposals selected will not necessarily be the ones requesting the least funding.

The Selection Committee will score Proposals according to the criteria as set out above. Proposals that achieve the highest total scores will be ranked first, second, third etc. The City reserves the right to reward financial assistance to one or more of the top scoring Proposals or to choose not to enter into agreements for any of the Proposals

Proposal evaluation results shall be the property of the City and are subject to the Municipal Freedom of Information and Protection of Privacy Act (MFIPPA). Evaluation results may be subject to public release pursuant to MFIPPA.

4.4 Clarifications, Interviews, and Inspections

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

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

In order to complete its due diligence, the City reserves the right to use itself, other municipalities, other levels of government, and/or other funders as reference.

5.0 PROPOSAL SUBMISSION REQUIREMENTS

5.1 General Overview

Proposals should address all RFP content requirements as outlined below, should be well ordered, detailed and comprehensive. Clarity of language, adherence to suggested structuring, and adequate accessible documentation is essential to the City's ability to conduct a thorough evaluation.

5.2 Proposal Mandatory Requirements

The main proposal document should be limited to 10 pages and minimum 11 point font. Unlimited appendices are permitted. To assist the Selection Committee, all sections and appendices must be clearly labeled and be listed in the Table of Contents. **NOTE: Bullet point responses are acceptable.**

All proposals should contain:

A. Table of Contents

Include page numbers and identify all included materials such as Appendices in the proposal submission.

B. Proposal Summary Form

This form (Appendix 1) requests basic information about the Proponent and declarations about the RFP. **The Proponent must sign this form or the Proposal may not be accepted.**

C. City of Toronto Standard Submission Forms

The Proponent is required to fill out and submit the City of Toronto Standard Submission Forms provided in Appendix 5 to this RFP. **Proposals that do not include these Forms may not be accepted.** The forms are provided as the following appendices to this RFP:

Appendix 5A- Policy to Exclude Bids from External Parties involved in the Preparation/Development of a Specific Call

Appendix 5B - Declaration confirming the absence of any Conflict of Interest

Appendix 5C - Declaration of Compliance with Anti-Harassment/Discrimination Legislation and City Policy

Appendix 5D - Restrictions on Hiring and Use of Former City Management Employees for City Contracts

Appendix 5E - Environmentally Responsible Procurement Statement

5.3 Submission Details

The City is looking for information that demonstrates that the Proponent and the Project Consultants have the experience to effectively plan and implement the Project in a timely manner and manage payments.

1. Proponent and Team Qualifications (20 points)

Please provide:

- i. The name of the staff member responsible for implementing the Project. Provide their relevant experience in implementing a project of a similar size and scope;
- ii. Provide a description of your corporation's recent relevant experience implementing a project of a similar size and scope;
- iii. Provide the name of any Consultants hired to assist in designing and implementing the Project such as an architect, engineer, project manager etc. and provide their resumes. Detail their relevant experience in designing and implementing a project of similar size and scope; highlight any on which they have worked before with the Proponent.
- iv. Specify the role of the Proponent and the role of the Consultants in carrying out the Project.

NOTE: Third-party Consultants such as: architects, engineers or project managers must be retained for Projects requiring permits or acquisition of major equipment connected to building infrastructure, changes or additions to life safety elements or other major items.

2. Repair and/or Renovation (the “Project”) Plan (35 points)

Please provide:

- i. A justification of why the work must be done. Provide photographs of the building component that needs repair, design drawings for renovation work and/or other documentation as appropriate such as a Building Condition Assessment, Capital Replacement Study or any study such as: fire safety consultant, underground garage condition survey, etc.;

- ii. A scope of work for the Project, e.g. detailed list of the precise work that will be undertaken;
- iii. Three detailed, recent quotes and a summary of each quote where appropriate for clarity to show how they fully address the scope of work. **Complete Appendix 3, Quotation Summary Form);**

NOTE: Quotes must represent a cost effective, value-for-money approach to the work. If your proposal is for the purchase of equipment e.g. a furnace, three quotes from reputable suppliers must be submitted.

NOTE: The quotations must be provided on an arms-length basis and there can be no conflict of interest between Proponents and contractors. Contractor(s) must be licensed by the City's Municipal Licensing and Standards Division and have a valid HST number. The contractor's name, business address, and phone number and license number must also be provided.

- iv. A rationale as to why you have selected the specific contractor/supplier;
- v. A work plan for the length of the project that is structured monthly. Projects must start no later than **120 days after the signing of the Contribution Agreement and all work must be completed by March 31, 2022;** Complete Appendix 2,
- vi. Information on how maintenance will be reduced and/or the lifespan of the building prolonged (if applicable);
- vii. Information on what building permits are required (e.g. demolition, plumbing, electrical etc.) and how they will be issued within the timeline.

3. Financial Viability and Value for Money (35 points)

Please provide:

- i. A completed Capital Budget Form as set out in Appendix 4; The Capital Budget Form in Appendix 4 should summarize the total of all components proposed and include any soft costs such as Project Consultant fees, and building permit costs.
- ii. A copy of your audited financial statements for the past two years.
- iii. Information on other funding or resources that will be used to complete the Project (if applicable);

- iv. The balance of all current capital reserve funds and proposed uses for these funds in 2020-2021. Denote which are restricted and which are unrestricted reserve funds and their uses.
- v. An explanation as to why this work cannot be done with your reserves or other resources i.e. justify your needs for these funds
- vi. Sources of funds if Project costs are above funds received

4. Tenant Impact Plan (10 points)

Please provide:

- i. An explanation of how the Project will improve the quality of life for the tenants in your building;
- ii. Information on how the Project will be managed to minimize and mitigate the disruption to tenants.
- iii. Provide details of a tenant communication plan for before and during the work to let them know about the repairs or renovations to their building and the impact on them.

6.0 DEADLINE & SUBMISSION

Proposals must be emailed no later than the **Closing Deadline of Friday November 13, 2020 12 p.m. (noon)** to:

HousingSecretariatRFP@toronto.ca

Delays caused by any delivery service shall not be grounds for any extension of the Deadline. Proposals that arrive after the Deadline will not be accepted.

For any questions email Sarah Power, Housing Development Officer, Housing Secretariat at: Sarah.Power@toronto.ca

Answers will be provided by way of an Addendum published on the website below:

[City of Toronto Affordable Housing Partners Open Request for Proposals](#)

APPENDICES

Appendix 1

Proposal Summary Form

Organization Name:

Organization Address:

Contact Person :(Name and Title)

Tel: _____ Email: _____

Project Address :(if different from organization's address)

Staff Person Managing the Project: (Name and Position)

Urban Native Housing? Yes _____ No _____

Funding Request \$ _____

Total Costs \$ _____

Project Start Date _____

Project Completion Date _____

Type of Project (check all applicable)

Health and Safety Renovation/Repair Accessibility System replacements e.g. heating Improvements that increase durability, reduce maintenance and prolong building life

Project Approvals

Are any building permits required? No _____ Yes _____ What Kinds?

Property Information

Total Number of Units: _____ Age of Buildings _____

Repair of Building Type and Number – Apartments _____

Townhouses _____ Single Family _____

Resident Client Groups

List the target groups that are housed in the Project Building: e.g. Indigenous, persons from racialized communities, seniors, women, youth, persons with disabilities and other City priority groups.

Proponent’s Authorization and Certification

The Proponent hereby certifies that the Project described in this form Proposal meets the definition of Social Housing and that the information included in this Proposal and in the documents filed with this Proposal are correct.

Name (First, Last) _____

Position/Title _____

Signature _____

Date (yyyy-mm-dd) _____

Name (First, Last) _____

Position/Title _____

Signature _____

Date (yyyy-mm-dd) _____

I/We have the authority to bind the corporation.

Appendix 2

Project Work Plan

Component	Jan 2021	Feb 2021	Mar 2021	Apr 2021	May 2021	Jun 2021	Jul 2021	Aug 2021	Sep 2021	Oct 2021	Nov 2021	Dec 2021	Jan 2022	Feb 2022	Mar 2022

Component	Q1 2021	Q2 2021	Q3 2021	Q4 2021	Q1 2022
Hire Project Manager	x				
Electrical upgrades	x				
Roof replacement		x			
Accessibility improvements				x	

Appendix 3

Quotation Summary Form

You should have at least three (3) current, comparable and competitive quotes.
 Use the format below to list the quotes.
NOTE: Attach copies of all 3 quotes from contractors or suppliers.

<u>SAMPLE</u>	1st / Preferred Quote	2nd Quote	3rd Quote
Quote #1 Component of Work and rational for preferred quote E.G. Replacement of bathroom showers in 15 units 1 st quote selected as qualified and lowest bidder.			
Name of Contractor or Supplier			
ABC General Contractor	\$30,000		
Springs General Contractor		\$33,000	
Lake General Contractor			\$36,000
Quote #2 :Component of Work:			
Name of Contractor or Supplier			
Quote #3: Component of Work			
Name of Contractor or Supplier			

Appendix 4

Capital Budget Form

CAPITAL BUDGET FORM	
Organization	
Project Address	
BUDGET	
EXPENSES includes HST	
Hard Costs	
	Component 1 e.g. boiler replacement
	Component 2 e.g. roof repair
Total Hard Costs	
Soft Costs Includes HST	I.e. Legal fees, building permit fees, architects, engineers, project manager, other.
Total Soft Costs including HST	
TOTAL PROJECT COSTS	
REVENUE	
Contribution by Proponent (If applicable)	
COCHI REQUEST	
TOTAL REVENUE	
Notes:	1. Budget costs to include HST Amount. 2. No contingency amount to be included as Non-Profits will receive HST rebates.

Appendix 5

Appendix 5A

Policy to Exclude Bids from External Parties Involved in the Preparation or Development of a Specific Call/Request

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

- Disallow Proponents from submitting a Proposal in which the Proponent has participated in the preparation of the call document

Did you, the Proponent, assist the City of Toronto in the preparation of this Request for Proposals?

Specify: Yes No

For a copy of the City of Toronto Policy please visit the website at [City of Toronto Policy](#).

Appendix 5B

Declaration Confirming the Absence of Any Conflicts of Interest

I,

Name or an Authorized Signing Officer Name (Print - First, Last)

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 development and operation of affordable rental housing at [Insert address here] 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 of 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.

:

Applicant Name :

By:

Name:

Title:

I have authority to bind the corporation

Date (yyyy-mm-dd):

Appendix 5C

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

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

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

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

Declaration:

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

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

I/We acknowledge that failure to demonstrate compliance with this declaration to the satisfaction of the operating Division, in consultation with the City Solicitor, may result in the termination of the contract.

Complete Address:

Postal Code:

Email:

Telephone Number: Fax Number: Position Title:
Date (yyyy-mm-dd):

Authorized Signing Officer Name

Authorized Signing Officer

[Multilingual Services: 311](#) and [TTY 416-338-0889](#). Further information: [City of Toronto Diversity](#)

For Office Use

Group/Vendor/Individual: _____ Date: _____

Appendix 5D

Restrictions on the Hiring and Use of Former City of Toronto Management Employees for City Contracts

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

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

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

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

Name (First, Last)

Notes:

1. Adopted by Council at its meeting of February 4, 5, & 6, 1998, Report No. 2, Clause No. 2 of the Strategic Policies and Priorities Committee, and
2. Revised by City Council at its meeting of November 26, 27, 28, 2002, Report No. 14, Clause No. 6, Administration Committee

Appendix 5E

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 fiber.
5. Produce fewer polluting by-products and/or safety hazards during manufacture, use or disposal: An EPP product would be a non-hazardous product that replaces a hazardous product.
6. Have a long service-life and/or can be economically and effectively repaired to upgrade. 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 recognize 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, visit the website at www.toronto.ca/caldocuments/pdf/environment_procurement.pdf

Appendix 6

RFP Terms & Conditions

1. Organization's Responsibility

It shall be the responsibility of each Organization:

- a) to examine all the components of this RFP, including all appendices, forms and addenda;
- b) to acquire a clear and comprehensive knowledge of the required services before submitting a Proposal;
- c) to become familiar, and (if it becomes a Successful Proponent) comply, with all of the City's Policies and Legislation set out on the City of Toronto website at [City of Toronto call documents and policy](#).

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

2. City Contacts and Questions

All contact and questions concerning this RFP should be directed in writing to the City employee(s) designated as "City Contact" in the Notice to Potential Organizations. 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 Organization who uses any information, clarification or interpretation from any other representative does so entirely at the Organization's own risk. **Not only shall the City not be bound by any representation made by an unauthorized person, but any attempt by an Organization 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 any ensuing contract award, no communication with respect to this matter shall be made by any potential Organization, 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 potential Organization, 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.

Organizations 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 Organization found in breach of the policy may be subject to disqualification from the call or a future call 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:

[City of Toronto Procurement process](#)
[City of Toronto municipal code](#)
[City of Toronto lobbying procurements](#)

3. Addenda

If it becomes necessary to revise any part of this RFP, the revisions will be by Addendum posted electronically in Adobe PDF format on the City's website at [City of Toronto Affordable Housing Partners Addendum](#). Organizations and prospective Organizations SHOULD MONITOR THAT SITE as frequently as they deem appropriate until the day of the Deadline. Only answers to issues of substance will be posted. 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 Organizations to revise their Proposals.

The City's Housing Secretariat, if applicable, will make reasonable efforts to issue an Addendum (if any) no later than two (2) days prior to the Deadline.

4. Exceptions to Mandatory Requirements, Terms and Conditions

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

5. Omissions, Discrepancies and Interpretations

An Organization 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. If the City considers that a correction, explanation or interpretation is necessary or desirable, the City will issue an Addendum as described in the article above titled Addenda. The decision and interpretation of the City shall be final and binding, from which there is no appeal. No oral explanation or interpretation shall modify any of the requirements or provisions of the RFP documents.

6. Incurred Costs

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

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

7. Post-Submission Adjustments and Withdrawal of Proposals

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

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

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

After the Deadline each submitted Proposal shall be irrevocable and binding. If the City makes a request to an Organization for clarification of its Proposal, the Organization will provide a written response accordingly; this shall then form part of the Proposal.

8. Prohibition against Gratuities

No Organization and no employee, agent or representative of the Organization, 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 there under 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 Organization, the City may exclude its Proposal from consideration, or if an Agreement has already been entered into, may terminate it without incurring any liability.

9. 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 Organization:

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

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

10. Verification

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

If, in the opinion of the City, any Organization has clearly misinterpreted the work or underestimated the value of the work to be performed as reflected in its Proposal content and submitted cost, or all or any or any combination of them, then the City may reject its Proposal as not representative of the scope of the work.

11. Conflicts of Interest

In its Proposal, the Organization must disclose to the City any potential conflict of interest that might compromise the performance of the work. If such a conflict of interest does exist, the City may, at its discretion, refuse to consider the Proposal. The Organization 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 Organization 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 Organization until the matter is resolved to the City's sole satisfaction.

If, during the Proposal evaluation process or the negotiation of the Agreement, the Organization is retained by another client giving rise to a potential conflict of interest, then the Organization will so inform the City. If the City requests, then the Organization will refuse the new assignment or will take such steps as are necessary to remove the conflict of interest concerned.

12. Ownership and Confidentiality of City-Provided Data

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

- a) is and shall remain the property of the City;
- b) must be treated by Organizations and prospective Organizations as confidential;
- c) must not be used for any purpose other than for replying to this RFP, and for fulfillment of any related subsequent Agreement.

13. 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 Organization in connection with, or arising out of this RFP, once received by the City:

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

Because of MFIPPA, prospective Organizations 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 Organization'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.

14. Intellectual Property Rights

Each Organization 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.

15. Failure or Default of Organization

If the Organization, for any reason, fails or defaults in respect of any matter or thing which is an obligation of the Organization under the terms of the RFP, the City may disqualify the Organization. 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.

16. 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 7

Contribution Agreement

CITY OF TORONTO

- and -

[NAME OF PROPONENT]

CONTRIBUTION AGREEMENT

[address of property]

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BETWEEN:

CITY OF TORONTO

(the "City")

- and -

[NAME OF PROPONENT]

(the "Proponent")

Background

- A. The City's Housing Secretariat issued a Request for Proposals on XXXX, 2020, (the "RFP") to secure Proponents to renovate, repair or rehabilitate existing social housing pursuant to the terms of the Canada-Ontario Community Housing Initiative – Capital Component (COCHI) (the "Program");
- B. The Proponent submitted a Proposal to renovate, repair and rehabilitate Social Housing at **[insert address of property]** Toronto (the "Proposal") and has been selected to receive funding through the Program.

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

**ARTICLE 1
INTERPRETATION**

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

"Affordability Period" means a term of ten (10) years from the date of the last advance, as set out in Article 5 hereof;

"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 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 acting reasonably;

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

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

"Consultant" means the firm that has been retained by the Proponent to represent its interests during the completion of any portion of the Project.”

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

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

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

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

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

“Monthly Occupancy Costs” means the total of the monthly 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;

“Project” means the Social Housing to be renovated, repaired or rehabilitated at **[insert address of property]** and operated by or on behalf of the Proponent in accordance with the terms and conditions of this Agreement, as outlined in Article 3;

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

"Social Housing" means those properties in the City of Toronto which continue to operate under programs prescribed in Schedule 1, Regulation 367/11 of the Housing Services Act, 2011, as the Transferred Housing Programs.”

“Unit” means a Social Housing unit in the Project; and

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

1.2 The following schedules form part of this Agreement:

Schedule “A” Funded Work

Schedule "B" Charge/Mortgage of Land

Schedule "C" Legal Opinion

Schedule "D" Subsequent Opinion

Schedule "E" Notice of 50% Completion

Schedule "F" Notice of Project Completion

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

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

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

ARTICLE 2 GENERAL

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

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

ARTICLE 3 THE PROJECT

3.1 The Proponent agrees to undertake the Funded Work in an efficient and

workmanlike manner within 120 days of the date of execution of this Agreement and to operate the Project, as set out below for the Affordability Period in accordance with the terms and conditions of this Agreement:

The Project: [address of property]
PIN: XXXX
[insert legal description] (the "Lands")
XX Units (the "Units")

Monthly Occupancy Costs: At or below Average Market Rent

**ARTICLE 4
FUNDING**

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

4.2 Forgiveness. Provided the Proponent is in good standing with the City under the terms of this Agreement, the principal balance of the Funds will be forgiven by one-tenth on each anniversary of the last advance until the loan is fully forgiven.

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

4.4 City Charge. The Proponent shall register or cause to be registered a Charge/Mortgage of Land, on the Lands to secure the obligations of the Proponent hereunder, if the grant by way of forgivable loan exceeds \$250,000. The Charge/Mortgage of Lands shall be in the amount of XXXX Dollars (\$), and shall be in the form set out in Schedule "B."

4.5 Conditions. The City will make advances of the Funds to the Proponent, in accordance with subsection 5.1 hereof and upon the Proponent satisfying the following conditions, unless waived in writing by the City:

- (a) the City Charge has been registered and the City has received a legal opinion, substantially in the form of the opinion attached hereto as Schedule "C" from the Proponent's solicitor;
- (b) the Funded Work has been commenced within one hundred and twenty (120) days of the date of execution of this Agreement;
- (c) Proponent shall have received all applicable permits for the Funded Work;

- (d) 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;
- (e) the Proponent has retained to services of a Consultant or comparable professional if required;
- (f) the Proponent shall have and is proceeding with a work plan approved by the City;
- (g) the Proponent shall have provided a Certificate of Insurance required pursuant to the terms of this Agreement, if applicable;
- (h) for advances made to the Proponent, the City shall have received a subsequent legal opinion updating the original legal opinion, substantially in the form of the subsequent opinion attached hereto as Schedule "E";
- (i) the Proponent has provided such additional information and documentation, as required by the Executive Director, Housing Secretariat, with respect to status of construction and any other matters deemed relevant to the success of the Project;
- (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 or operation of the Project, all of which shall be in full force and effect;
- (k) the obligations of the Proponent, as set out in Article 7 of this Agreement continue to be met to the satisfaction of the City;
- (l) 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
- (m) nothing shall have occurred which, in the sole opinion of the Director, could reasonably be expected to have a material adverse effect on the Project or the business, property, assets, liabilities, conditions (financial or otherwise) or prospects of the Proponent.

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

4.7 Conditions Solely for the Benefit of the City. All conditions to the obligation of the City to make any advance are solely for the benefit of the City, its successors and assigns, and no other person shall have standing to require satisfaction of any condition

and no other person shall be deemed to be a beneficiary of any such condition, any and all of which may be freely waived in whole or in part by the City at any time the City deems it advisable to do so.

ARTICLE 5 REQUESTING AN ADVANCE OF FUNDS

5.1 Advance of Funding. The City will advance funds at three stages to the Proponent, as follows:

- (a) fifty percent (50%) of the Funds will be paid within forty-five (45) days of the conditions set out in Section 4.5(a) and (b) having been met;
- (b) forty percent (40%) will be paid within forty-five (45) days of receipt by the City of a signed Notice of 50% Completion, substantially in form of notice set out in Schedule E, together with copies of invoices verifying 50% of Funds have been expended towards completion of the Funded Work;
- (c) ten percent (10%) will be paid within forty-five (45) days of receipt by the City of a signed Notice of Project Completion, substantially in the form of notice set out in Schedule F, together with copies of invoices verifying 100% of Funds have been expended towards completion of the Funded Work.

ARTICLE 6. REPRESENTATIONS AND WARRANTIES

6.1 The Proponent represents and warrants that;

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

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

**ARTICLE 7
GENERAL OBLIGATIONS OF THE PROPONENT**

7.1 The Proponent shall:

- (a) proceed diligently with the Funded Work, in accordance with a work plan, the capital budget and, approved by the City and, in any event within one hundred and twenty (120) days of the date of this Agreement;
- (b) ensure the Funded Work is completed prior to March 31, 2022;
- (c) comply with all applicable federal, provincial and municipal laws, regulations and by-laws, and, in particular with the *Construction Act*, R.S.O. 1990, c.30, and its requirement to maintain holdbacks;
- (d) ensure that the Project is kept free and clear of all liens and encumbrances (save and except the City Charge and charges ranking in priority to the City Charge, including but not limited to liens registered pursuant to the *Construction Act*. If a lien is registered against the Project, the Proponent will vacate the lien within ten (10) business days and provided that the lien has been vacated with ten (10) business days, the Proponent will not be considered to be in default of its obligations hereunder. Any orders associated with the Funded Work that are registered on title shall be discharged;
- (e) provide such information, within ten (10) days of such request, with information with respect to the Project, as requested or required by the City, from time to time;
- (f) if requested by the City, provide an audited financial statement setting out the expenditure of the Funds within ninety (90) days of the City's request, if it has been determined that the Proponent will not complete the Funded Work; and
- (g) submit an independent report of a professional engineer, at the cost of the Proponent, should there be any dispute(s) in regard to the performance of the Funded Work.

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

8.1 The Proponent shall:

At all times during the Affordability Period, the Proponent shall:

- (a) manage the Project so that the Monthly Occupancy Costs for the Project are maintained at or below Average Market Rent by Unit for the Affordability Period;
- (b) in any year the Proponent shall not increase the Monthly Occupancy Costs by more than the lower of any Average Market Rent increase, as a result of the CMHC Annual Rental Market Survey, if applicable and the annual rent increase guideline established pursuant to the *Residential Tenancies Act*, 2006, S.O. 2006, c.17 or any successor legislation to an amount not to exceed the Average Market Rent;
- (c) operate and maintain the Project described in Article 3, in accordance with the terms and conditions of this Agreement and in a good state of repair fit for occupancy, in a manner to maximize occupancy and as a prudent owner would do;
- (d) meet all of its obligations under the *Residential Tenancies Act*, 2006, S.O. 2006, c.17;
- (e) not rent a Unit in the Project to a shareholder, director or employee 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) provide representatives of the City with access to its books, records, and to the Project, subject to any rights of the residential tenants; and

ARTICLE 9 FINANCIAL RECORDS AND RIGHT TO AUDIT

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

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

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

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

9.5 This Article shall survive the termination of this Agreement.

**ARTICLE 10
INDEMNITY**

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

- (a) this Agreement;
- (b) the Project
- (c) the obligations of the Proponent hereunder;
- (d) the failure of the Proponent, its officers, consultants, contractors, agents, servants or employees to exercise reasonable care, skill or diligence in carrying out any work in respect of the Funded Work;
- (e) any act or omission of the Proponent, its officers, agents, servants, consultants, contractors, employees or by anyone for whom the Proponent is at law responsible relating to any work or any other thing required to be performed or rendered hereunder by the Proponents;
- (f) all insured and uninsured damage to property installed, property in transit and contractors' tools and equipment while carrying out the Funded Work; and/or
- (g) death or economic loss, caused by or in any way related to any of the Proponent's obligations under this Agreement

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

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

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

**ARTICLE 11
POSTPONEMENTS**

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

**ARTICLE 12
DEFAULT**

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

- (a) the Proponent has failed to proceed with the Funded Work within 120 days of the signing of this Agreement, except where such failure is due to causes which, in the opinion of the City, are beyond the control of the Proponent;(b) the Proponent has failed to complete the Project prior to March 31, 2022 as stipulated in Subsection 7.1(b), or such other date as agreed to by the City;
- (c) the Proponent failed to meet its obligations under Articles 7 and 8 of this Agreement;
- (d) an order is made or resolution is passed for the winding up or dissolution of the Proponent, or the Proponent is dissolved;
- (e) the Proponent becomes bankrupt or insolvent or takes the benefit of any act now or hereafter in force for bankrupt or insolvent debtors or fails any proposal or makes any assignment for creditors or any arrangement or compromise; or
- (f) a receiver or receiver-manager is appointed for the Project by a creditor other than the City;

12.2 If an event of default occurs and:

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

the City may, in its absolute discretion, without restricting any remedies otherwise available, immediately terminate the Agreement and demand repayment of the unforgiven balance of the Funds by giving written notice to the Proponent.

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

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

ARTICLE 13 REMEDIES

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

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

ARTICLE 14 CONFIDENTIALITY

14.1 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.

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

14.3 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.

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

ARTICLE 15 PUBLIC ACKNOWLEDGEMENT OF FUNDS

15.1 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.

15.2 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.

15.3 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 16 DISPUTE RESOLUTION

16.1 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.

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

ARTICLE 17 NOTICES

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

(a) **if to the City, at:**

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

with a copy to the City Solicitor, at

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

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

[insert address of Proponent]

Attention:

Email:

Fax:

17.2 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.

17.3 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.

17.4 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.

17.5 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 18 CONTRACTUAL STATUS OF THE PARTIES

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

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

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

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

ARTICLE 19 UNCONTROLLABLE CIRCUMSTANCES

19.1 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.

19.2 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 20 GENERAL PROVISIONS

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

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

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

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

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

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

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

20.8 This Agreement shall not be assigned by the Proponent without the prior written consent of the Director, which consent may be withheld or given subject to such terms and

conditions as the Director deems appropriate.

20.9 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.

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

20.11 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.

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

20.13 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.

20.14 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.

20.15 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.

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

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

DATED this day of December, 2020.

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

CITY OF TORONTO

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

APPROVED AS TO FORM

For Wendy Walberg
City Solicitor

File #

DATED this day of December, 2020.

[NAME OF PROPONENT]

Per: _____

Name:

Title:

I have authority to bind the corporation

**SCHEDULE "A"
FUNDED WORK**

XXXXXXXXXX as outlined in the Proponent's proposal.

SCHEDULE "B" CHARGE/MORTGAGE

LRO # 80 **Charge/Mortgage**

In preparation on 2016 07 18 at 15:12

This document has not been submitted and may be incomplete.

yyyy mm dd Page 1 of 1

Properties

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

Chargor(s)

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

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

I, xxxxxxxxxx, 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 3C6
Attention: City Solicitor & Affordable Housing Office

Statements

Schedule:

Provisions

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

Additional Provisions

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

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

Additional Provisions

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

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

SCHEDULE "C"
LEGAL OPINION

(electronic version available on request)

[TO BE ON LETTERHEAD OF SOLICITOR FOR PROPONENT]

DATE

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

Attention: Wendy Walberg, City Solicitor

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

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

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

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

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

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

- (a) the genuineness of all signatures, the requisite legal capacity of all individuals, the authenticity of all documents submitted to us as originals and the conformity to originals

of all documents submitted to us as photocopies, facsimile, certified or notarial copies thereof and that all facts set forth in the official public records, indices and filing systems and all certificates supplied by public officials or otherwise conveyed to us by public officials are complete, true and accurate;

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

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

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

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

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

The opinions expressed above are subject to the following qualifications:

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

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

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

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

Yours truly,

Solicitor

SCHEDULE "C-A"

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

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

SCHEDULE "C-B"

Permitted Encumbrances:

City of Toronto Charge.

[list of other encumbrances to follow]

SCHEDULE "D"
SUBSEQUENT OPINION

DATE

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

Attention: Wendy Walberg, City Solicitor

Dear Sir/Madame,

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

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

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

Yours very truly,

Proponent's Solicitor

Enclosures

SCHEDULE "E"
NOTICE OF 50% COMPLETION

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

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

location(s) _____.
[insert property address]

[NAME OF PROPONENT]

Name:
Position:

I have authority to bind the corporation

To be addressed to:
City of Toronto, Metro Hall
55 John Street, 7th Floor
Housing Secretariat
Toronto, Ontario M5V 3C6

Attention: Erik Hunter
Manager, Housing Development

SCHEDULE "F"
NOTICE OF PROJECT COMPLETION

The undersigned hereby confirms that Funded Work was substantially completed

on _____ at the following location
[Insert Date]

[Insert Property Address]

[NAME OF PROPONENT]

Name:

Position:

I have authority to bind the corporation

To be addressed to:

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

Attention: Erik Hunter
Manager, Development