



At Home Incentive Program (AHIP) Guidelines **Appendices**



Appendix B

MUNICIPAL CAPITAL HOUSING FACILITIES AND CONTRIBUTION AGREEMENT



Dated this day of 20

BETWEEN:

THE REGIONAL MUNICIPALITY OF DURHAM

(the "Region")

and

PROPONENT NAME

(the "Proponent")

WHEREAS:

- A. The Region issued a Call for Applications under the At Home Incentive Program on , and the Proponent applied for assistance with the development of Affordable Housing at ;
- B. Pursuant to section 110 of the Municipal Act, 2001, S.O. 2001, c. 25, as amended, and the Region's Municipal Housing Facilities By-law 18-2022, the Region may enter into agreements for the provision of municipal capital housing facilities;
- C. The Region has approved the Project for funding as a municipal capital housing facility under the At Home Incentive Program subject to conditions of this Agreement;
- D. The Region and the Proponent are entering into this Agreement for the purpose of establishing the Proponent's obligations to the Region to develop and operate Affordable Housing in compliance with the At Home Incentive Program in exchange for funding for the Project;

NOW THEREFORE the Region and the Proponent agree as follows:

1. INTERPRETATION

1.1 In the Agreement, including its Schedules, unless the context requires otherwise:

- **"Affordable Housing"** and **"Affordable Rental Housing"** mean units with monthly occupancy costs that are less than or equal to the average monthly rent for that unit type;
- **"Agreement"** means this Municipal Capital Housing Facilities and Contribution Agreement between the Region and the Proponent;
- **"AHIP"** means the At Home Incentive Program;
- **"Average Market Rent"** means the average monthly rent by unit type as determined in the annual survey of rents for the prior calendar year published by the Canada Mortgage and Housing Corporation for the area municipality in which the municipal housing project

facility is situated. If the average market rent for a unit type or for an area municipality is not published by the Canada Mortgage and Housing Corporation, the “average monthly rent” will be the average monthly rent as determined by the Region;

- **“Business Day”** means each Monday, Tuesday, Wednesday, Thursday and Friday except when any such day occurs on a statutory holiday observed in Ontario;
- **“Contributing Municipality”** means the _____ of _____ ;
- **“Development Activities”** means, in relation to the Project, those activities which are normally undertaken for the development, construction, repair, renovation or conversion of buildings for residential purposes and include, without limitation, preliminary activities such as the acquisition of land, the preparation of plans and the making of all applications for municipal approvals;
- **“Force Majeure”** means a delay arising from strike, lockout, riot, insurrection, terrorism, war, fire, tempest, act of God, lack of material or supply of service at a reasonable cost, inclement weather, binding orders or regulations of governmental bodies, courts or arbitrators or any other event beyond the control of the Parties which causes a delay in the fulfilment of a Party’s obligations under this Agreement notwithstanding the reasonable efforts of such Party and provided that any such non-availability or delay does not relate to any extent to any act or omission by such Party or any of its authorized agents or employees;
- **“Funding”** means the funding as set out in section 2;
- **“Funding Schedule”** means the schedule setting out progress payments for the Project, as set out in “Schedule “B”;
- **“Household”** means individuals and families who will be or are residing in a housing unit within a municipal housing project facility;
- **“Housing”** means residential accommodation and facilities, common areas and services used directly with the residential accommodation, but does not include commercial or institutional premises, social or recreational services, and services or facilities related to mental or physical health care, education, corrections, food services, social support or public recreation;
- **“MFIPPA”** means the *Municipal Freedom of Information and Protection of Privacy Act*, as amended from time to time;
- **“Occupancy Date”** means the date that occupancy of all units in the project, to which this Agreement applies, is permitted by the Contributing Municipality building official and/or Fire Services official;
- **“Parties”** means the Region and the Proponent and **“Party”** means either of them, as the context may require;
- **“Permitted Encumbrances”** means the encumbrances encumbering the Affordable Housing units and listed in Schedule “C”;

- **“PIPEDA”** means the *Personal Information Protection and Electronic Documents Act*, as amended from time to time;
- **“PIPEDA/MFIPPA Protected Information”** means any “Personal Information” or “Personal Health Information”, as defined under PIPEDA or MFIPPA;
- **“Project”** means the Affordable Housing units as approved under AHIP and as described in Schedule “A”;
- **“Property”** means the real property owned or to be owned by the Proponent, where the Project will be constructed, and as described in Schedule “A”;
- **“Rent”** means the amount of any consideration paid or given or required to be paid or given by or on behalf of a tenant to the Proponent for the right to occupy a unit and shall include housing charges paid by members of non-profit housing cooperatives, and “rental” is deemed to have a corresponding meaning;
- **“Security”** means the security documents required in section 10;
- **“Substantial Completion”** means the substantial performance, within the meaning of the *Construction Act*, as amended, of all contracts which the Proponent has entered into for Development Activities in connection with the Project under this Agreement;
- **“Taxes”** means any or all Canadian federal, provincial, local or foreign (i.e. non-Canadian) income, gross receipts, real property gains, goods and services, license, payroll, employment, excise, severance, stamp, occupation, premium, windfall profits, environmental, customs duties, capital stock, franchise, profits, withholding, social security (or similar), unemployment, disability, real property, personal property, sales, use, transfer, registration, value added, alternative or add-on minimum, or other taxes, levies, governmental charges or assessments of any kind whatsoever, including, without limitation, any interest, penalties or other additions, whether or not disputed;
- **“Term”** means the 25-year affordability period as set out in section 5.1;

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

Schedule “A”	–	Project Description
Schedule “B”	–	Funding Schedule
Schedule “C”	–	Permitted Encumbrances
Schedule “D”	–	Proponent’s Initial Occupancy Report
Schedule “E”	–	Proponent’s Annual Report
Schedule “F”	–	Charge of Land
Schedule “G”	–	Insurance Requirements

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

2. FUNDING

- 2.1 Funding Amount: The Region agrees to advance to the Proponent the amount of \$ as a grant by way of forgivable loan, upon the terms and subject to the conditions set out in this Agreement.
- 2.2 Funding Use: The Proponent shall use the Funding solely to fund Development Activities, and the Funding dispersed shall not exceed the actual costs incurred for Development Activities.
- 2.3 Funding Schedule: The Region shall disburse the Funding in accordance with the Funding Schedule attached as Schedule "B".
- 2.4 Direction re: Funds: The Proponent may authorize the Region to pay the Funding to a third party and the Region may permit such authorization in its sole discretion.
- 2.5 Other Contributions: This Agreement also facilitates contributions as may be made by the Contributing Municipality pursuant to section 110 of the Municipal Act, and such other contributions as may be made by the Region.

3. TERMS OF LOAN

- 3.1 Term of Loan: The loan shall have a term of years, commencing as of the Occupancy Date.
- 3.2 Forgiveness: At the discretion of the Region, the amount of the loan may be reduced at the rate 4 per cent per year on each anniversary of the Occupancy Date, provided that the Proponent is in good standing under this Agreement.
- 3.3 Discharge: The loan amount shall be fully forgiven on the last day of the month at the end of the term of the loan, provided that the Proponent is in good standing under this Agreement

4. DEVELOPMENT ACTIVITIES

- 4.1 Purpose of Funding: The Proponent shall use the Funding only for the purpose of its Development Activities in connection with the Project as set out in the Project Description in Schedule "A".
- 4.2 Compliance with Application: The Proponent agrees to undertake Development Activities in connection with the Project in accordance with the provisions relating to the development of the Project contained in their AHIP Application.
- 4.3 Substantial Completion: The Proponent, subject to Force Majeure, shall achieve Substantial Completion of the Project.

5. OPERATION OF AFFORDABLE HOUSING

- 5.1 Term: This Agreement and the obligations herein shall be in full force and effect for a period of years from the Occupancy Date.
- 5.2 Number of Affordable Housing Units: During the Term of this Agreement, the number of Affordable Housing units rented or available for rent to tenants shall be maintained at the number of units set out in Schedule "A".
- 5.3 Eligibility: During the Term of this Agreement, the Proponent will ensure that, at the time a

household is selected for an Affordable Housing unit, the Household is on the Durham Access to Social Housing (DASH) wait list (or such other wait list as may be adopted by the Region for the purposes of selecting Households for community or affordable housing) or is not on the wait list but has Household income within the allowable limit to be on the wait list.

- 5.4 Arm's Length. Affordable Housing units in the Project may not be rented or sold to the officer or director of the Proponent or any individual not at arm's length to the Proponent or shareholder, officer or director of the Proponent, unless the housing provider is a non-profit co-operative as defined in the Co-operative Corporations Act, R.S.O. 1990, c. C.3, as amended.
- 5.5 Monthly Rent Increases: The Proponent may adjust the monthly Rent for an Affordable Housing unit if at least twelve (12) months have elapsed since:
- (a) the day the unit was rented for the first rental period following Substantial Completion; or
 - (b) the day of the last rent increase with respect to the unit, if there has been an increase, by no more than the rent increase guideline established each calendar year under the Residential Tenancies Act, 2006, S.O. 2006, c. 17 or any successor legislation, to an amount not to exceed Average Market Rent, even if the statute does not otherwise apply to the Project.

- 5.5 Prohibit Sublet: The Proponent shall ensure that all leases for the Affordable Housing units prohibit subletting or assignment of the unit.

- 5.6 The Proponent shall maintain the Property and keep in good state of repair.

6. ACCESS, MONITORING AND ACCOUNTABILITY

- 6.1 Access to Records: The Proponent shall permit the Region, its employees or agents, at all reasonable times, to access the financial and other records of the Proponent relating to the Project or any larger development or project of which the Project is a part (including books, payroll, accounts, rent rolls, records, bank statements, quantity surveys, reports, studies and paid invoices) at any of its places of business for audit, investigation or inquiry purposes. Any such audit, investigation or inquiry may be performed by staff of the Region or by outside auditors, at the Region's discretion, acting reasonably. The Proponent shall permit copies and extracts to be taken from such books and records and shall furnish the Region with such additional information as it may reasonably require with reference to such books and records.
- 6.2 Record Keeping: The Proponent shall preserve the books and records referred to above, and retain the verification of income from Households residing in Affordable Housing units and other such records in a form satisfactory to the Region.
- 6.3 Provision of Information: The Proponent agrees that it shall cooperate with the Region in the performance of any review or evaluation of the Project and shall supply information as requested to confirm adherence to this Agreement in a form satisfactory to the Region.
- 6.4 Inspection of Project: The Region shall also have the right, at all reasonable times, to inspect

the Project where the Proponent conducts its operations, during development and after the Occupancy Date.

6.5 Accounting: The Proponent shall submit to the Region within ninety (90) days (or such additional time as may be determined by the Region) following the full completion of the Development Activities, an audited statement respecting its expenditure of the funds provided to it pursuant to this Agreement.

6.6 Return of Funds: In the event that:

- (a) the Region is advised that the Project will not be proceeding;
- (b) a building permit for the construction of the Project has not been issued by the Contributing Municipality within 180 days of the date of this Agreement; or
- (c) the Region determines in its sole discretion that all of the Funding was not required for Development Activities;

the Proponent shall return on demand the amount of the Funding as determined by the Region in its sole discretion that is unexpended, provided that the foregoing does not in any way limit the remedies of the Region contained in section 13.

6.7 Reports: Following the full completion of the Development Activities, the Proponent shall submit to the Region the Proponent's Initial Occupancy Report, attached as Schedule "D", and annually thereafter commencing 12 months after the Occupancy Date, the Proponent shall submit to the Region the Proponent's Annual Report for the previous calendar year, attached as Schedule "E", and such other reports as are reasonably required by the Region. The Region may amend Schedule "D" or "E" at its sole discretion.

6.8 No False Information: The Proponent agrees that it shall not provide any false or misleading information to the Region under this Agreement.

6.9 The provisions of section 6 shall continue to apply for a period of seven (7) years following the termination of this Agreement.

7. COVENANTS OF PROPONENT

7.1 General Covenants. The Proponent covenants and agrees with the Region that it shall:

- (a) take all such actions and do all such things required to develop and continuously carry on the construction of the Project in a good and workmanlike manner and to complete such construction not later than the date set out in the Project Description in Schedule "A", subject to Force Majeure;
- (b) maintain all licenses and permits required for the carrying on of the operations;
- (c) pay and discharge or cause to be paid and discharged all Taxes when they become due and payable, except such Taxes as are being contested in good faith by appropriate proceedings;
- (d) deliver to the Region the statements and reports as required by this Agreement or other statements and reports as requested by the Region;

- (e) without limiting the condition set out in section 9.1(d), use its reasonable best efforts to discharge or cause the discharge of any registered construction liens to ensure that there are no construction liens registered against the Project;
- (f) forthwith advise the Region if it breaches a contribution agreement with the Contributing Municipality or other entity in relation to the Project;
- (g) preserve the PIPEDA and MFIPPA compliance of all PIPEDA/MFIPPA Protected Information transferred to it by the Region;
- (h) ensure the PIPEDA and MFIPPA compliance of all PIPEDA/MFIPPA Protected Information the Proponent collects in the course of performing the Proponent's contractual obligations;
- (i) ensure the PIPEDA and MFIPPA compliance of all PIPEDA/MFIPPA Protected Information that the Proponent transfers to any third Party; and
- (j) not make any material change in the plans and specifications to the number or type of units in the Project, without the prior written consent of the Region.

8. REPRESENTATIONS AND WARRANTIES OF PROPONENT

8.1 The Proponent represents and warrants to the Region as follows:

- (a) Due Incorporation: The Proponent is duly incorporated, organized, and validly existing under the laws of Ontario, and has full capacity, power and authority to own all its property and to carry on its business as now conducted and as contemplated under this Agreement.
- (b) Power & Authority: The Proponent has full corporate power, legal right and authority to enter into this Agreement and to do all acts and things as are required or contemplated hereunder to be done, observed or performed by it.
- (c) No Litigation: There is not now nor is there pending against the Proponent any legal proceedings of a material nature that could reasonably be expected to materially and adversely affect the Proponent.
- (d) Compliance with all Laws: The Proponent and the Project are and will be in compliance with all laws, lawful orders and regulations imposed by all government authorities with respect to the construction contract and completion of the Project in all material respects.

9. CONDITIONS

9.1 Conditions Precedent: The provision of Funding is subject to the following conditions precedent, each of which is for the exclusive benefit of the Region and may be waived in full or in part by the Region by written notice to the Proponent:

- (a) the Proponent has good and marketable title to the Property, which is not encumbered by registered encumbrances other than the Permitted Encumbrances;
- (b) the Proponent is in good standing under all of the Permitted Encumbrances;

- (c) the Proponent has not incurred any additional construction financing, capital or operating debt related to the Project without the Region's consent;
- (d) there is no Claim for Lien under the *Construction Act* registered against the Project;
- (e) there is in existence no unregistered lien or statutory claim having priority against the Project;
- (f) there are no work orders issued against the Project by any government authorities;
- (g) the Proponent has provided the Region with the Security documents required by section 10;
- (h) the Proponent has provided satisfactory proof that it has in place the required insurance, as set out in Schedule "G";
- (i) the Proponent has provided satisfactory evidence that all Taxes and filings are up to date and current; and
- (j) the Proponent has provided satisfactory evidence that the Project complies with the *Impact Assessment Act*, if applicable.

9.2 Non-Fulfilment of Conditions: If any of the conditions contained in section 9.1 have not been fulfilled on the date for the disbursement of the Funding and are not waived by the Region, the Region shall be under no obligation to make such disbursement to the Proponent, and the Region shall thereupon have the right to terminate this Agreement. If the Region terminates this Agreement, neither Party shall have any rights or obligations hereunder, save and except that the Region may, notwithstanding such termination, bring an action against the Proponent for all losses, costs and expenses.

10. SECURITY AND OTHER REQUIREMENTS

10.1 Security: Prior to the disbursement of Funding, the Region shall register or cause to be registered a Charge/Mortgage of Land for the total of the Funding to secure the obligations of the Proponent hereunder. The charge shall be:

- (a) endorsed in favour of the Region;
- (b) in the amount of \$; and
- (c) shall include the terms set out in Schedule "F".

10.2 Security Collateral to Agreement: The Security shall be collateral to this Agreement and secures the performance of the Proponent herein.

10.3 Breach: Without limiting the Proponent's covenants and the remedies of the Region under this Agreement and the Security, the Proponent agrees that a breach of this Agreement constitutes a breach of the Security and a breach of the Security shall constitute a breach of this Agreement.

10.4 Discharge of Liens: The Proponent shall discharge any liens or encumbrances registered against or affecting title to the Property and fix any title defects, which in the reasonable opinion of the Region, affect the Security.

- 10.5 Registration of Notices: The Region may register notice of this Agreement on title to the Property.

11. RELEASE AND INDEMNIFICATION

- 11.1 No Liability: The Proponent acknowledges that the Region has no liability related to contributions that may or may not be approved or provided by a Contributing Municipality.
- 11.2 No Agency: The Parties agree that there is no contractual relationship either express or implied, between the Region and any supplier, contractor, sub-contractor, craftsman, labourer, or person supplying work, services or material to the Project (the "Contractors"). The Proponent is not, and shall not be, the agent of the Region for any purpose. There shall be no third-party beneficiary of this Agreement, express or implied, and the Region shall not be liable to Contractors for any debts or claims against the Proponent or against the Property.
- 11.3 Indemnify the Region: The Proponent agrees to hereby defend, indemnify and save harmless the Region, and their elected officials, officers, directors, employees, servants, agents, successors and assigns from and against any and all claims whatsoever including all damages, liabilities, expenses, costs, including legal or other fees incurred in respect of any such claim, or any cause or proceeding brought thereon arising directly or indirectly from or in connection with this Agreement and/or out of the operation of the Affordable Housing units including without limitation claims arising out of negligence of any Party to the Agreement and specifically, all directors, employees, agents, volunteers or independent contractors of the Proponent, save for those claims caused by the sole negligence, bad faith or willful misconduct of the Region or any person for which they are in law responsible. Such indemnification shall survive the termination of this Agreement.

12. SALE, TRANSFER AND ENCUMBRANCE OF THE PROPERTY

- 12.1 Consent Required: The Proponent shall not, without the prior written consent of the Region:
- (a) become a party to any transaction whereby the Property would become the property of another person or be leased as a whole by another person; or
 - (b) create, incur, assume, or permit to exist any mortgage, pledge, lien, charge, security interest, or other encumbrance whatsoever on the Property except the encumbrances created by the Permitted Encumbrances.
- 12.2 No Transfer: The Proponent shall not transfer or convey its interest in all or any part of the Project, without simultaneously assigning its interest in this Agreement to the transferee, and the transferee having entered into one or more agreements with the Region to assume all of the Proponent's obligations under this Agreement and the Security, under which the expectation of the parties shall be:
- (a) the transferee shall assume the operation of affordable housing for the duration of the Term as set out in section 5 ;
 - (b) the transferee shall assume responsibility for the balance of the Funding owing under section 3;

- (c) the Region shall discharge the Security under section 10, and shall subsequently register or cause to be registered a Charge for the balance of the Funding under section 3, subject to the same terms as section 10;
- (d) the transferee shall assume responsibility for the Substantial Completion of Development Activities, if applicable.

13. EVENTS OF DEFAULT AND REMEDIES

13.1 Events of Default: Upon the occurrence of any one of the following events (each a “Default”):

- (a) the Proponent breaches any of the provisions of this Agreement, including any Schedules; or
- (b) the Proponent becomes bankrupt or insolvent, or takes benefit of any statute now or hereafter in force for bankrupt or insolvent debtors or files any proposal or makes any assignment for the benefit of creditors or any arrangement or compromise; or
- (c) the Proponent fails to carry out all the Development Activities in connection with the Project within the time periods set out in the Project Description in Schedule “A”; or
- (d) a receiver or a receiver and manager is appointed for all or a portion of the Project and the receiver’s appointment is not vacated within sixty (60) days; or
- (e) any steps are taken or any action or proceedings are instituted by the Proponent or by any other party including, without limitation, any court or governmental body of competent jurisdiction for the dissolution, winding up or liquidation of the Proponent or its assets,

the Proponent shall, on demand, subject to the provisions of this section 13 repay all amounts advanced by the Region, if any, calculated for the applicable period.

13.2 Exceptions: In the case of a Default that can be corrected, the Proponent shall not be required to make any payment required pursuant to section 13.1 unless:

- (a) the Region has delivered to it written notice of the Proponent’s Default; and
- (b) the Proponent has not corrected the Default within twenty (20) Business Days following receipt of the notice or such longer period as determined by the Region in its sole and absolute discretion.

13.3 Repayment if Default not Corrected: If the Proponent has not corrected its Default within the period established pursuant to section 13.2 (b), the Region may in its sole and absolute discretion terminate this Agreement, and the Proponent shall on demand repay all amounts advanced to it by the Region.

13.4 Remedies are Cumulative: All of the remedies in this Agreement and the Security are cumulative and are not alternative, and the Region shall not be precluded from availing itself simultaneously of some or all of the remedies available in contract, equity or law.

- 13.5 Waiver: Notwithstanding any of the terms of this Agreement or of the Security, the Region may waive any remedies, but no waiver shall be deemed to constitute a waiver of any other provisions (whether or not similar), nor shall any waiver constitute a continuing waiver unless otherwise provided.

14. COMMUNICATIONS PROTOCOL

- 14.1 The Proponent shall ensure that there will be no such publicity, advertising, signs, messages, public statements, press conferences, new releases, announcements, official ceremonies or special events with respect to the Project, without the prior written consent of the Region.
- 14.2 If requested by the Region, the Proponent shall publicly acknowledge the Region's contribution under this Agreement in a manner acceptable to the Region, acting reasonably, including through use of signage at the Project.

15. NOTICE

- 15.1 Delivery of Notice: Any notice or other communication under this Agreement shall be in writing and shall be:

- (a) delivered personally;
- (b) sent by email;
- (c) sent by prepaid courier service; or
- (d) sent by Canada Post and addressed as follows:
 - (i) in the case of notice to the Region:

The Regional Municipality of Durham
Housing Services Division
605 Rossland Road East, Whitby L1N 6A3

Tel: 905-666-6239, ext. 2500
Email: alan.robins@durham.ca

Attention: Director, Housing Services

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

Click or tap here to enter text.

Address:

Telephone number:

Email:

Attention:

or at such other addresses and means as the Parties agree to.

15.2 Deemed Delivery: Notices by courier or by mail shall be deemed to have been received on the fifth Business Day following delivery. Notices by personal delivery or email shall be deemed to have been received at the time of delivery unless delivered after 5 pm or at any time on a day that is not a Business Day, in which case such notice shall be deemed to have been received on the next Business Day. If postal service is interrupted, notices shall be given by personal delivery or email

16. GENERAL

16.1 Restrictions: No member of Durham Regional Council shall have a pecuniary interest in the Proponent, the Contractors, or the Project.

16.2 Time of the Essence: Time shall in all respects be of the essence in this Agreement, provided that the time for doing or completing any matter provided for under this Agreement may be extended or abridged by agreement in writing signed by the Region and the Proponent.

16.3 Applicable Laws: This Agreement is made pursuant to and shall be governed by and construed in accordance with the laws of the Province of Ontario.

16.4 Interpretation: The headings and subheadings contained in this Agreement are inserted for convenience and for reference only and in no way define, limit or describe the scope or intent of this Agreement or form part of this Agreement.

16.5 No Representations, Warranties, etc.: The Parties agree that there are no representations, warranties, covenants, agreements, collateral agreements or conditions affecting this Agreement other than as expressed in writing in this Agreement.

16.6 Amendments in Writing: No modification of, or amendment to this Agreement shall be valid or binding unless set forth in writing and duly executed by the Parties hereto.

16.7 Enurement: This Agreement shall enure to the benefit of and be binding upon the Parties hereto and their respective successors and assigns.

This Agreement has been executed on behalf of the parties by their respective authorized officers.

THE REGIONAL MUNICIPALITY OF DURHAM

Per:

Name: Nancy Taylor, BBA, CPA, CA

Title: Commissioner of Finance

Dated this day of , 2022

Per:

Name: Stella Danos-Papaconstantinou

Title: Commissioner of Social Services

Dated this day of , 2022

Click or tap here to enter text.

Per:

Name:

Title:

I have authority to bind the Corporation.

Dated this day of , 2022

SCHEDULE "A"
PROJECT DESCRIPTION

Name of Proponent	
Name of Project	
Municipal Address	Proponent Name
Legal Property Description	PIN #
Number of Units	
Building Type	
Project Start Date	
Substantial Completion Date	
Occupancy Date	
Project Description	

SCHEDULE "B"
FUNDING SCHEDULE

Construction Milestones	Progress Payments
Proponent signs Municipal Capital Housing Facilities and Contribution Agreement Municipal Capital Housing Facilities and Contribution Agreement and Securities registered on title	50%
Completion of Structural Framing	40%
Occupancy Certificate received for 100 per cent of Units	10%
Total	100%

SCHEDULE "C"
PERMITTED ENCUMBRANCES

1. All mortgages and security collateral thereto totaling principal amounts which do not exceed the total costs of the Development Activities incurred in connection with the Project.
2. Such easements and restrictive covenants as do not prevent the Project from being constructed or used as Affordable Housing.
3. Municipal agreements relating to the Development Activities in connection with the Project.

SCHEDULE "D"
PROPONENT'S INITIAL OCCUPANCY REPORT

Proponent Name	
Project Name	
Project Address	
Occupancy Date	

A. Unit Information

Unit Type	Number of Units (#)	Market Rent Charge (\$)	Average Market Rent (\$)
Bachelor			
1 BR			
2 BR			
3 BR			
Others (specify)			
TOTAL			

B. Tenant Eligibility

Unit #	Unit Size	# of People in Household	Social Assistance	AFNI

Note: This table is to be completed for all Affordable Housing units in the Project. Indicate Ontario Works or ODSP, as applicable, in Social Assistance column for all tenants receiving social assistance; indicate adjusted family net income (AFNI) in AFNI column for all non-social assistance tenants.

C. Declaration

I confirm that the information provided in this report is true and correct. I understand the Region of Durham may review the rent rolls from appropriate sources(s) to verify this information.

Signature

Date

Print Name

Position

SCHEDULE "E"
PROPONENT'S ANNUAL REPORT
For the Year Ended December 31, 20xx

A. Project Information

Proponent Name _____
Project Name _____
Project Address _____
Contribution Agreement Expiry Date _____
Annual report for the year ended: _____

B. Unit Information

Unit Type	Number of Units (#)	Market Rent Charge (\$)	Average Market Rent (\$)
Bachelor			
1 BR			
2 BR			
3 BR			
Others (specify)			
TOTAL			

C. Tenant Eligibility

Enter information for all new tenants who moved in between January 1 to December 31 of the reporting year.

Unit #	Unit Size	# of People in Household	Social Assistance	AFNI

Note: This table is to be completed for all Affordable Housing units in the Project. Indicate Ontario Works or ODSP, as applicable, in Social Assistance column for all tenants receiving social assistance; indicate adjusted family net income (AFNI) in AFNI column for all non-social assistance tenants.

D. Declaration

I confirm that the information provided in this report is true and correct. I understand the Region of Durham may review the rent rolls from appropriate sources(s) to verify this information.

Signature

Date

Print Name

Position

SCHEDULE "F"

CHARGE OF LAND

The Standard Charge Terms filed as No. 200033 apply to the Security under section 10, including the Additional Provisions listed below.

In this Schedule, "Charged Premises" means the legal description of the land as set in Schedule "A" of the Agreement.

Additional Provisions

1. This Charge is collateral security for the Chargor's performance of its obligations under the Municipal Capital Housing Facilities and Contribution Agreement made between the Chargor and the Chargee dated [DATE] (the "Agreement"), and a default under the terms of the Agreement shall constitute a default under this Charge.
2. It is understood and agreed that the Chargee may pursue its remedies under this Charge, or under any other security as may be applicable, concurrently or successively, at its option. The Chargee shall act reasonably and in good faith in considering the course of action to be taken with respect to the pursuit of its remedies.
3. In the event of a default under the terms of the Agreement, the principal balance then outstanding shall forthwith become due and payable at the option of the Chargee, and all powers conferred by this Charge shall become exercisable by the Chargee.
4. With respect to the portion of the principal amount advanced by the Chargee, no interest shall accrue, and the principal shall be forgiven in accordance with Section 3 of the Agreement.
5. The Chargor covenants with the Chargee that if the Chargee makes any payment, for the purpose of or in connection with the determination, establishment or preservation of its priority, then any amount paid and all costs, charges and expenses incurred in connection therewith shall be forthwith payable to the Chargee by the Chargor. The amount payable shall be a charge on the Charged Premises and shall be added to the debt hereby secured. In default of payment, the power of sale and other remedies hereunder may be exercised. It is further agreed that the Chargee shall not become a mortgagee in possession by reason only of exercising any of the rights given to them under this paragraph or in making any payment to preserve, protect or secure the Charged Premises.
6. Section 14 of the Standard Charge Terms filed as filed as No. 200033 is deleted and the following substituted:

The Chargor covenants with the Chargee that in the event of the Chargor selling, conveying, transferring or entering into an agreement for the sale or transfer of title of the Charged Premises to a purchaser or transferee without the written consent of the Chargee as required under Section 12 of the Agreement, the principal amount secured with this Charge, or such lesser amount as may be outstanding under the provisions of the Agreement, shall at the option of the Chargee, immediately become due and payable.

7. Section 16 of the Standard Charge Terms filed as No. 200033 is deleted and the provisions of Schedule "G" of the Agreement are substituted with respect to insurance requirements.
8. Section 24 of the Standard Charge Terms filed as No. 200033 is deemed to be excluded.
9. The Charge is hereby postponed to all mortgages registered against the Charged Premises as of the date of registration of this Charge and shall be continued to be postponed to any renewal or replacement or consolidation of such mortgages, with or without an increased rate of interest.
10. Subject to the renewals, replacements and consolidations permitted in paragraph 9 above, the Chargor shall not further mortgage or encumber the Charged Premises without the prior written approval of the Chargee.
11. It is understood and agreed that notwithstanding anything in the standard charge terms made part of this Charge, or any provisions of the Agreement or other 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 "G"
INSURANCE REQUIREMENTS

- 1.1 The Proponent will obtain all the insurance that a reasonably prudent person carrying out the Project would obtain, including at least \$2,000,000 in commercial general liability insurance including:
- (a) Builder's Risk Insurance (property insurance) for the full replacement value of the completed construction Project, including a negotiated sub-limit for earthquake and flood. The policy must include the following:
 - 1. replacement cost value;
 - 2. stated amount of co-insurance; and
 - 3. loss payable in favour of the Region.
 - (b) Wrap Up Liability Insurance for Third Party Bodily Injury, Personal Injury and Property Damage to an inclusive limit per occurrence and products and completed operations aggregate that a reasonably prudent person undertaking such a Project would obtain. The insurance shall be in the joint names of the Region, all other contractors, sub-contractors, suppliers and/or tradesmen while working on the site, engineers, architects, consultants or other person which the Region may require to be added as insured parties. The policy must include the following:
 - 1. premises and operations;
 - 2. owner's and contractor's protective liability;
 - 3. broad form products and completed operations liability;
 - 4. cross liability;
 - 5. blanket written and oral contractual liability;
 - 6. all risks 's legal liability;
 - 7. firefighting and forest fire fighting expense liability;
 - 8. employer's liability and voluntary compensation;
 - 9. non-owned automobile liability;
 - 10. directors, officers, employees, shareholders, the Region added as insureds and/or additional insureds;
 - 11. shoring, blasting, excavating, under-pinning, demolition, pile driving and caisson work, work below and above ground surface, work below and above water, tunnelling and grading and similar operations associated with construction work, as applicable;
 - 12. sudden and accidental pollution liability with a discovery provision of not less than one hundred and twenty (120) hours and a subsequent reporting provision of not less than one hundred and twenty (120) hours; and

13. thirty (30) days written notice of cancellation.
- (c) Valid coverage and clearance certificates of coverage under the *Workplace Safety and Insurance Act*, 1997, S.O. 1997, c. 16, Schedule A (“WSIA”) for all persons working on the Project.
- 1.2 The Proponent will provide to the Region valid insurance and WSIA certificates evidencing the above coverage.
- 1.3 The Proponent will use its property insurance proceeds to repair or rebuild the Project in the event of damage to all or part of them.

Appendix C

Proposal Submission Checklist



Applicants are required to review the following At Home Incentive Program Call for Applications Materials:

ITEM	INCLUDED	COMMENT
Appendix A: Project Information Spreadsheet Excel template to be completed by Applicant to provide project summary, budget and rental rate information as part of a complete application.		
Appendix B: Template Contribution Agreement The Template Contribution Agreement provides the terms and conditions under which the Regional Municipality of Durham will provide funding assistance to successful Applicants. Successful Applicants will be required to execute a Contribution Agreement with the Region in substantially the same form as the Template Contribution Agreement. Applicants must review and agree to the terms and conditions as outlined.		
Appendix C: Submission Checklist		
Appendix D: Qualifications		
Appendix E: Subcontractors		
Appendix F: Conflict of Interest		
Appendix G: Reference Form		
Appendix H: Regional Revitalization Program Concurrent Application Form		

Appendix D

Consultant Qualification Statement



This document is intended to provide information on the capacity, skill and experience of the Consultant. Applicant may supplement information requested with additional sheets if required.

Submitted By

Organization/company name: _____

Address: _____ City: _____ Postal Code: _____

Phone Number: _____ email address: _____

Legal Structure

Corporation

Partnership

Registered

Sole Proprietor

Other: _____

Names & Titles of Officers, Partners, Principal: _____

Annual Value of Work for the Past Five Years

Year	Value	Year	Value	Year	Value
	\$		\$		\$
Year	Value	Year	Value		
	\$		\$		

Key Office Personnel Proposed for the Project, Qualifications and Experience

Name	Title/Position

Appendix E

Subcontractors List



This document is intended to provide the Regional Municipality of Durham with a complete and firm list of the Subcontractors for the Project.

Applicant may supplement information requested with additional sheets if required.

Submitted By:

Organization/company name: _____

Address: _____ City: _____ Postal Code: _____

Names and addresses of subcontractors whom the Consultant will use for this Work.

The following are the subcontractors I intend to use for the division or section of the Work listed therewith:

1.

Organization/company name: _____

Address: _____ Division or Section of Work: _____

2.

Organization/company name: _____

Address: _____ Division or Section of Work: _____

3.

Organization/company name: _____

Address: _____ Division or Section of Work: _____

4.

Organization/company name: _____

Address: _____ Division or Section of Work: _____

Appendix F

Conflict of Interest



The Applicant, by submitting the Proposal, warrants that to its best knowledge and belief no actual or potential Conflict of Interest exists with respect to the submission of the Proposal. Where the Region discovers an Applicant's failure to disclose all actual or potential Conflicts of Interest, the Region reserves the right, in its sole discretion, to refuse to consider the Applicant's Proposal Submission and disqualify the Applicant.

I, _____, understand that in addition to the other information and representations made in the Application, I declare there is not an actual or potential Conflict of Interest. I understand that if, at the sole and absolute discretion of the Region, there is found to be in a Conflict of Interest, the Region may, in addition to any other remedies available at law or in equity, disqualify the Proposal.

		True	False
1.	I do not have any Conflict of Interest, actual or perceived, that would affect or appear to affect my contractual obligations with the Regional Municipality of Durham. If there is a conflict please describe:		
2.	I do not have access to confidential information that would result in prejudice to the Regional Municipality of Durham or confer on me any type of unfair advantage. If false please provide explanation:		
3.	There are no former employees or Directors of the Regional Municipality of Durham appointed to the Board and/or my company has employed in the last five years. If false please provide names:		

Organization/company name: _____

Signature: _____

Title: _____

Date: _____

Appendix G

References



Each Applicant shall provide a minimum of 3 references from clients for Canadian projects for whom they have provided similar services within the past five years.

1. Organization/company name: _____
Address: _____
Contact Name: _____
Title: _____
Phone Number: _____
Email address: _____
Date work undertaken: _____
Nature of work: _____

2. Organization/company name: _____
Address: _____
Contact Name: _____
Title: _____
Phone Number: _____
Email address: _____
Date work undertaken: _____
Nature of work: _____

3. Organization/company name: _____
Address: _____
Contact Name: _____
Title: _____
Phone Number: _____
Email address: _____
Date work undertaken: _____
Nature of work: _____

Appendix H

Regional Revitalization Program Concurrent Application Form



Eligible Community Improvement Plan: _____

Municipality: _____

Municipal contact: _____

Organization/company name: _____

Organization/company contact: _____

Note: Although the applications can be submitted concurrently, the applicant will submit for the AHIP, and the area municipality must submit for the RRP.