

**C. Application Summary, Terms and Conditions**

**Applicants are required to review all Peel Affordable Rental Incentives Program Call for Applications Materials:**

Document	Description
A. Guidelines and Application Requirements	<p>An overview of the Peel Affordable Rental Incentives Program and an outline of supplementary documentation required as part of a complete application.</p> <p>Available at the <a href="#">Region of Peel’s Program website</a>.</p>
B. Project Information Spreadsheet	<p>Excel template to be used to provide project budget and rental rate information as part of a complete application.</p> <p>Available at the <a href="#">Region of Peel’s Program website</a>.</p>
C. <b>Application Summary, Terms and Conditions (current document)</b>	<p>An overview of the application, Applicant declaration and required Terms and Conditions as part of a complete application.</p> <p>Available at the <a href="#">Region of Peel’s Program website</a>.</p>
D. Template Contribution Agreement	<p>The Template Contribution Agreement provides the terms and conditions under which the Region of Peel will provide funding assistance to successful Applicants. Successful Applicants will be required to execute a Contribution Agreement with the Region of Peel in substantially the same form as the Template Contribution Agreement. Applicants must review and agree to the terms and conditions as outlined.</p> <p>Available at the <a href="#">Region of Peel’s Program website</a>.</p>
E. Addenda	<p>In case of any revisions to this Call for Applications, Addenda may be posted on the <a href="#">Region of Peel’s Program website</a> in accordance with the Call for Applications Terms and Conditions.</p> <p>Applicants are encouraged to check the website regularly, in case of Addenda being added throughout the Call for Applications.</p>

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## 1. Applying to the Program

### 1.1 Introduction

The Region of Peel Affordable Rental Incentives Program (“Program”) is intended to support the development of affordable rental housing. Private and non-profit housing organizations are encouraged to apply.

To determine whether the Program is appropriate for your project, please review the **Peel Affordable Rental Incentives Program Guidelines and Application Requirements** document available at the [Region of Peel’s Program website](#).

For questions regarding the application process or materials, please contact Housing Development at [affordablehousingdevelopment@peelregion.ca](mailto:affordablehousingdevelopment@peelregion.ca) or by phone at 905-791-7800 ext. 4299.

### 1.2 Preparing your application package

All Applicants are required to review the **Peel Affordable Rental Incentives Program Guidelines and Application Requirements** document available on the [Region of Peel’s Program website](#), which provides a comprehensive overview of all application requirements.

A complete Program Application package includes the following:

1. Complete **Application Summary, Terms and Conditions** form (this document) including the declaration signed by authorized signatory.
2. Complete **Project Information Spreadsheet**, using the template available at the [Region of Peel’s Program website](#).
3. Supplementary documents in PDF form, as outlined in Section 5 of the **Peel Affordable Rental Incentives Program Guidelines and Application Requirements** available at the [Region of Peel’s Program website](#).

## 2. Applicant information and Application checklist

### 2.1 Applicant information

Company/organization name (full legal name and if applicable, business name):			
Applicant name (first, last):			
Company/organization address:			
Company/organization phone:			
Company/organization e-mail:			
Company/organization website:			
Contact person name (if not Applicant):			
Contact person phone:			
Contact person e-mail:			
Applicant organization is:			
<input type="checkbox"/>	Non-profit, co-operative corporation, or charitable organization	Registration Number	
<input type="checkbox"/>	Private company	Corporation Number	
Municipal address of proposed housing project:			

### 2.2 Application checklist

- Applicants have reviewed and meet the Eligibility Requirements (in accordance with Section 2.4 of the **Program Guidelines and Application Requirements** document).
- Complete **Application Summary, Terms and Conditions** form, including declaration signed by authorized signatory.
- Complete **Project Information Spreadsheet**, using provided template.
- Supplementary documents in PDF form (in accordance with Section 5 of the **Program Guidelines and Application Requirements** document):
  - Executive summary
  - Development qualifications
  - Management qualifications
  - Corporate financial information
  - Ownership of project lands
  - Planning approvals and project design
  - Financial plan
  - Operating and management plan
  - Development schedule
  - Affordability details
  - Evaluation criteria - planned services and amenities
- Applicants have reviewed the Template Contribution Agreement and agree with the terms.
- Applicants have visited the Region of Peel's Program website to ensure all Addenda have been reviewed and incorporated into the Application.

## **3. Peel Affordable Rental Incentives Program Terms and Conditions**

For the purposes of this section, "Business Day" means Monday to Friday inclusive, other than a day that is observed as a statutory or civic holiday by the Region of Peel.

### **3.1 Applicant's responsibility**

It shall be the responsibility of each Applicant:

- to examine all the Peel Affordable Rental Incentives Program Call for Applications Materials, including all documents, forms, Agreements, Terms and Conditions and Addenda;
- to acquire a clear and comprehensive knowledge of the requirements before submitting an Application;
- to become familiar, and (if it becomes the successful Applicant) comply, with the Region of Peel's policies and by-laws.

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

### **3.2 Completing an Application**

Applicants shall follow all instructions to ensure they are providing a complete Application as set out in the Call for Applications Materials. Where the completion of a form or table is required, the inputs should be legible and completed in all material respects. Other than adding the requested information, the Applicant must not change or alter any form or table. No such changes or alterations will be valid or binding upon the Region of Peel.

### **3.3 Questions and communication related to this Call for Applications**

The Region of Peel invites questions concerning this Call for Applications in writing. All questions must be sent by e-mail to [affordablehousingdevelopment@peelregion.ca](mailto:affordablehousingdevelopment@peelregion.ca) by October 28, 2022. Applicants should only rely on correspondence from contacts within the Region of Peel Housing Development team who are authorized to communicate on behalf of the Program, and the Region of Peel shall not be bound by any representation made by an unauthorized person.

From the date of this Call for Applications until such time as a Contribution Agreement is entered into between the Region of Peel and the successful Applicant(s), no communication with respect to this matter shall be made by any Applicant or its representatives, including third-party representatives employed, retained, or acting on behalf of an Applicant or its representatives, to promote its Application or oppose a competing Application, nor shall any Applicant or its representatives, including third-party representatives employed, retained, or acting on behalf of an Applicant or its representatives, discuss the Call for Applications with any Region of Peel employee, Regional officials or Regional Council member(s), other than authorized contacts within the Region of Peel Housing Development team.

Any Applicant or prospective Applicant who requests and/or receives information with regards to this Call for Applications by any person other than stated above, may be subject to disqualification from this Call for Applications or a future Call for Applications at the sole discretion of the Region of Peel.

### **3.4 Addenda**

The Region of Peel reserves the right to revise this Call for Applications as necessary by posting an Addendum to any of the Call for Applications Materials on the [Region of Peel's Program website](#). The Region of Peel further reserves the right to extend the Call for Applications to allow Applicants and prospective Applicants to revise their applications based on Addenda. Applicants and prospective Applicants should monitor the website for the latest information regarding this Call for Applications until the closing date. Applicants must acknowledge receipt of Addenda in the space provided in Section 4 of this document.

### **3.5 Exceptions to Eligibility Requirements or Terms and Conditions**

If an Applicant wishes to suggest a change to any Eligibility Requirement, Preferred Evaluation Criteria, supplementary documentation requirement, term or condition set forth in any part of this Call for Applications, including the Template Contribution Agreement, it should notify the Region of Peel in writing no later than the deadline for questions (October 28, 2022). The Applicant must clearly identify any such requirement, term or condition, the proposed change, and the reason for it. If the Region of Peel wishes to accept the proposed change, it will issue an Addendum as described in Section 3.4 above titled Addenda. The decision of the Region of Peel shall be final and binding. Changes to any Eligibility Requirement, Preferred Evaluation Criteria, supplementary documentation requirement, terms or condition that have not been accepted by the Region of Peel by the issuance of an Addendum are not permitted and any Application that takes exception to or does not comply with the Eligibility Requirements, Preferred Evaluation Criteria, supplementary documentation requirements and Terms and Conditions of this Call for Applications may be rejected.

### **3.6 Omissions, discrepancies, and interpretations**

Applicants should notify the Region of Peel if an error, omission, inconsistency or conflict is discovered in any of the Call for Applications Materials. The Region of Peel may decide to issue a correction or explanation in the form of an Addendum as described in Section 3.4 above, and the decision by the Region of Peel will be final and binding. The Region of Peel may disqualify the Application of an Applicant that chooses to take advantage of any error, omission, inconsistency or conflict in the Call for Applications Materials, especially an unreported one.

The Applicant shall not hold the Region of Peel liable for any error or omission in any part of the Call for Applications Materials. While the Region of Peel has used reasonable efforts to include accurate and complete information, the Region of Peel does not guarantee or warrant that such information is accurate, comprehensive or exhaustive.

### **3.7 Post-submission adjustments and withdrawal of applications**

To adjust or withdraw an Application after it has been submitted, Applicants must make a request in writing on organization letterhead, signed by an authorized signatory and sent to [affordablehousingdevelopment@peelregion.ca](mailto:affordablehousingdevelopment@peelregion.ca). Applicants must provide appropriate identification when making such requests. No adjustments to Applications may be made after the Call for Applications deadline. An Applicant who has withdrawn an Application may submit a new Application, but only in accordance with the terms of this Call for Applications.

### **3.8 No collusion**

Applicants are prohibited from communicating, directly or indirectly, about the preparation or content of an Application with any other Applicant or the agent or representative of any other Applicant or prospective Applicant. The Region of Peel reserves the right to disqualify the Application or terminate any ensuing Agreement if a breach is discovered.

### **3.9 Prohibitions against gratuities**

No Applicant or director, officer, employee, agent or subcontractor of the Applicant, may offer or give any gratuity in the form of gifts, entertainment, payments, fees, services, valuable privileges, or other favours to any Region of Peel employee, Regional official(s) or Regional Council member(s) in connection with or arising from this Call for Applications, whether for the purpose of securing an Agreement or seeking favourable treatment in respect to the award or amendment of the Agreement or influencing the performance of the Agreement, including without restriction enforcement of performance standards, or expressing appreciation, or providing compensation, for the award of an Agreement or for performance of the Region of Peel's obligations thereunder or for conferring favours or being lenient, or in any other manner whatsoever. If the Region of Peel determines that the Applicant has failed to comply with the prohibitions set out in this section, the Region of Peel may exclude the Applicant's Application from consideration, or if an Agreement has already been entered into, may terminate it without incurring any liability.

### **3.10 Acceptance of applications, awarding funding and incurred costs**

The Region of Peel is not obligated to accept any Application and may proceed as it determines, in its sole and absolute discretion, following receipt of Applications, to extend the closing date or cancel the Call for Applications. If the Region of Peel finds an Applicant omitted a required document or form in error during the submission process, the Applicant must provide the omitted document or form within one (1) Business Day of being notified of the omission for the document or form to be considered, unless more time is provided by the Region of Peel in its sole and absolute discretion.

The Region of Peel reserves the right to accept or reject any or all Applications and to request clarification and additional information on any Application. If clarification and/or additional information is requested by the Region of Peel, the Applicant must provide the requested materials within three (3) Business Days of receipt of the request for the materials to be considered, unless more time is provided by the Region of Peel in its sole and absolute discretion.

Submitting an Application does not guarantee the approval thereof or the allocation of any funding that may be requested as part of the Application. The amount of funding allocated to each project is at the Region of Peel's sole and absolute discretion. The Region of Peel reserves the right in its sole and absolute discretion to award funding to all or part of an Applicant's proposed project and/or to award funding to a project even if it is not the highest scoring Application. The Region of Peel further reserves the right to not award funding at all during a Call for Applications.

The Applicant shall bear all costs associated with or incurred in the preparation and presentation of its Application, if applicable, the negotiation and settlement of any agreement to be made in accordance with the provisions of this Call for Applications, preparation or responses to questions or requests for clarification from the Region of Peel, and preparation of the Applicant's own questions during the clarification process.

The Region of Peel's rejection of any or all Applications shall not render the Region of Peel liable for any costs, penalties, or damages.

### **3.11 Verification**

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

### **3.12 Conflict of interest**

In its Application, the Applicant must disclose to the Region of Peel any potential conflict of interest that might compromise its performance. If such a conflict of interest does exist, the Region of Peel may, at its discretion, refuse to consider the Application.

The Applicant must also disclose whether it is aware of any Region of Peel employee, member of Regional Council, or member of a Region of Peel agency, board or commission or employee thereof having a financial interest in the Applicant or project and the nature of that interest. If such an interest exists or arises during the evaluation process or the negotiation of the Agreement, the Region of Peel may, at its discretion, refuse to consider the Application or withhold the awarding of any Agreement to the Applicant until the matter is resolved to the Region of Peel's sole satisfaction. Applicants are cautioned that the acceptance of their Application may preclude them from participating as an Applicant in subsequent projects where a conflict of interest may arise. The successful Applicant for this Call for Applications may participate in subsequent/other Region of Peel projects provided the successful Applicant has satisfied pre-qualification requirements of the Region of Peel, if any, and in the opinion of the Region of Peel, no conflict of interest would adversely affect the performance and successful completion of an Agreement by the successful Applicant.

### **3.13 Ownership and confidentiality of data provided by the Region of Peel**

All correspondence, documentation and information the Applicant accesses or acquires knowledge of in relation to or arising from its participation in this Call for Applications, i. is the sole property of the Region of Peel and must be treated as confidential; ii. shall not be used, collected disclosed, retained, protected or disposed for any purpose other than responding to this Call for Applications or for fulfillment of any related subsequent Agreement; iii. must not be disclosed without the prior written consent of the Region of Peel. The Applicant shall ensure that its directors, officers, employees, agents, subcontractors, and anyone else for whom its responsible in law all adhere to the requirements of this section regarding privacy and confidentiality.

### **3.14 Ownership and disclosure of Application documentation**

The documentation comprising any Applications submitted in response to this Call for Applications, along with all correspondence, documentation and information provided to the Region of Peel by any Applicant in connection with, or arising out of this Call for Applications, once received by the Region of Peel: i. shall become the property of the Region of Peel and may be appended to the Agreement with the successful Applicant; ii. shall become subject to the Municipal Freedom of Information and Protection of Privacy Act, R.S.O. 1990 c.M.56, as amended ("MFIPPA") with respect to the collection, use, disclosure, retention and protection of confidential, sensitive or personal information under the Agency's custody and control.

Under an MFIPPA request, all documents provided to the Region of Peel by the Applicant in response to this Call for Applications may be required by law to be made available to a requesting member of the



public. Should such a request be made for an Application or any related documents, the Applicant will be given an opportunity to make representations that one or more exemptions to disclosure set out in MFIPPA apply to all or part of those submissions. To support those representations, each Applicant should identify the sections of the Application that actually contain an Applicant's scientific, technical, proprietary, commercial or other confidential information. Applicants should note that a blanket statement that the whole of an Application includes the Applicant's scientific, technical, proprietary, commercial or other confidential information may not be helpful when making any such representations.

Applicants must be aware that Applications may be confidentially shared with staff from the City of Brampton, Town of Caledon or City of Mississauga as applicable during the Application review process.

Each Applicant's name at a minimum shall be made public. Upon the selection of successful Application(s), additional information regarding the successful project(s) will be made public in a report to Regional Council. Each Applicant warrants that the information contained in its Application does not infringe any intellectual property right of any third party and agrees to indemnify and save harmless the Region of Peel, its staff and its consultants, if any, against all claims, actions, suits and proceedings, including all costs incurred by the Region of Peel brought by any person in respect of the infringement or alleged infringement of any patent, copyright, trademark, or other intellectual property right in connection with their Application.

### **3.15 Failure or default of Applicant**

If the Applicant, for any reason, fails or defaults in respect of any matter or thing which is an obligation of the Applicant under the terms of the Call for Applications, the Region of Peel may disqualify the Applicant from the Call for Applications and/or from competing for future Call for Applications issued by the Region of Peel. In addition, the Region of Peel may abandon the Agreement if the offer has been accepted, whereupon the acceptance, if any, of the Region of Peel shall be null and void. The Applicant and its affiliates, associates, third-party service providers, and subcontractors shall not release for publication any information in connection with this Call for Applications or any Agreement without prior written permission of the Region of Peel.

### **3.16 Indemnification**

Each Applicant shall indemnify and save harmless the Region of Peel and the Region of Peel's directors, officers, members of Council, Chair, employees, other representatives, successors and assigns from any and all losses, costs, damages (including incidental, indirect, special and consequential damages, or any loss of use, revenue or profit by any person, organization or entity), liabilities (including any and all liability for damages to property and injury to persons (including death)), judgements, claims, demands, causes of action, agreements, suits, actions or other proceedings of any kind or nature and expenses (including legal fees) which the indemnified persons, entities or organizations or any of them, may suffer or incur howsoever caused arising out of or relating to any act or omission of the Applicant relating to or arising from the preparation and submission of its Application, its obligations under this Call for Applications or the application process described in the Call for Applications Materials.

### **3.17 Governing law**

This Call for Applications and any Application submitted in response to it and the process contemplated by this Call for Applications including any ensuing Agreement shall be governed and construed in accordance

with the laws of Ontario and Canada. The Region of Peel and Applicants agree to attorn to the jurisdiction of the courts of the Province of Ontario for the conduct of any legal proceedings.

### **3.18 Contribution agreement**

Applicants are required to review the Template Contribution Agreement provided through the Call for Applications and provide any proposed changes for consideration by the deadline for questions (October 28, 2022). The Region of Peel will review changes proposed by Applicants and will determine in its discretion which, if any, changes are acceptable to the Region of Peel, however, the Region of Peel is under no obligation to accept any requested changes or additions to the Template Contribution Agreement.

Upon receipt of written notice from the Region of Peel that its Application will be recommended for approval, the Applicant shall provide, within 30 Business Days of such notice, a fully executed form of the contribution agreement to the Region of Peel, failing which the Region of Peel shall have the right, in its sole and absolute discretion, without liability, cost, or penalty to:

- extend the period of signing beyond 30 Business Days, and/or
- not enter into a contribution agreement with the Applicant.

Approval of Regional Council may be required prior to execution by the Region of Peel of a contribution agreement.

## 4. Applicant declaration

1. I/we hereby submit my/our Application for the development and operation of affordable rental housing at (municipal address): \_\_\_\_\_ as described within this Application for the above-named project.
2. I/we have carefully examined the Call for Applications Materials including Addenda as applicable and have a clear and comprehensive knowledge of the requirements.
3. I/we have submitted all relevant data and all information is accurate and correct.
4. I/we understand and agree to the Terms and Conditions as outlined in Section 3 of this document.
5. I/we authorize the Region of Peel to confidentially share my/our Application with staff at City of Brampton, Town of Caledon or City of Mississauga as applicable.
6. I/we certify that the Project or part of the Project described in this form meets the definition of Affordable Units as outlined in this Call for Applications and that the information included in this Application and in the documents filed with this application is correct.
7. I/we agree, if selected, to provide those goods and/or services to the Region of Peel in accordance with the terms, conditions and specifications contained in the Call for Applications Materials and our Application.
8. I/we have received and reviewed the Template Contribution Agreement and, if selected as the successful Applicant, agree to the terms therein.
9. I/we hereby represent and declare that:
  - a. no member, officer, or employee of the Region of Peel or Regional Council has or will have an interest, directly or indirectly, in the performance of the Project, or in the supplies, work or business in connection with the said Project, or in any portion of the profits thereof, or in any monies to be derived therefrom; and
  - b. the application is not made in collusion with any other Applicant making an application to the Program and is, in all respects, fair and without fraud. I further acknowledge that it is the Applicant's responsibility to ensure that all contracts are entered into, with respect to the parties with whom the development and operation of affordable rental housing as described in this Application are to be at arm's length from both the Applicant and other contracting parties, and that any contracts with parties with whom the Applicant or other contracting parties are not at arm's length will be considered a conflict of interest and will disqualify the Applicant for funding.
10. I/we understand that the Region of Peel reserves the right to verify any information provided in the Application.

**Acknowledge receipt of addenda by number and issue date:**

Addendum number:	Date:
Addendum number:	Date:
Addendum number:	Date:
Addendum number:	Date:

**Submitted by:**

Applicant full name (first, last):	Company/organization address:
Company/organization phone:	Company/organization e-mail:
Date:	Authorized signing officer signature (digital signature permitted):
Authorized signing officer name (first, last):	

I confirm that the above-named person is authorized to submit this application on behalf of the organization.

This form must be signed and submitted with your Application or your Application will not be considered.