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1. Applying to the Interim Program

1.1 Introduction

Health care facilities such as long-term care homes (LTC) and hospices play critical roles in our community. These services have struggled to keep up with population growth and aging community in Peel. While the long-term care home waitlist remains considerable in Peel Region, the COVID-19 pandemic has further highlighted the need for safe, enhanced, and innovative accommodations for Peel senior residents. Council has approved an interim Long-Term Care and Hospice Financial Incentive Program (“Program”) to provide financial support for eligible new not-for-profit long-term care homes and hospice facility development in Peel.

To determine whether the Program is appropriate for your project, and for questions regarding the application process or materials, please contact the Region of Peel Development Finance Office at admin.dcs@peelregion.ca.

1.2 Application Checklist

- Complete Application Summary, Terms and Conditions package, including declaration signed by authorized signatory.
- Supplementary Documents in PDF Form:
 - Copy of approved Ministry of Health licensing documentation identifying the project as a not-for-profit long-term care or hospice home.
 - Regional Staff may request additional supporting documentation during the application review or at time of grant administration.
- Applicants have reviewed the Template Agreement and agree with the terms.
- Applicants have visited the Region of Peel’s Program website to ensure all Agenda have been reviewed and incorporated into the Application.

2. Application Summary

2.1 Applicant Information

- a) Company/organization name
(full legal name and business name) _____
- b) Municipal address _____
- c) Company/organization e-mail address _____
- d) Company/organization phone number _____
- e) Contact person name (if not applicant) _____
- f) Contact person e-mail address _____
- g) Contact person phone number _____
- h) Applicant is a:
 Not-for-profit Organization
 Not-for-profit Organization (Hospital)
 Private Company
 Government Organization

Is the Applicant the landowner? Yes No

2.2 Landowner Information

- a) Company/organization name
(full legal name and business name) _____
- b) Municipal address _____
- c) Company/organization e-mail
address _____
- d) Company/organization phone
number _____
- e) The Landowner (the "Owner") is a:
 Not-for-profit Organization
 Not-for-profit Organization (Hospital)
 Private Company
 Government Organization

Is the Applicant the LTC or Hospice Operator? Yes No

2.3 Operator Information

- a) Company/organization name (full legal name and business name) _____
- b) Municipal address _____
- c) Company/organization e-mail address _____
- d) Company/organization phone number _____
- e) The Landowner (the "Owner") is a: _____
 - Not-for-profit Organization
 - Not-for-profit Organization (Hospital)
 - Private Company
 - Government Organization

2.4 Project Information

- a) Municipal address _____
- b) Project Type:
 - Long-term Care Home License Number: _____
 - Hospice License Number: _____
- c) Expected building permit date _____
- d) Expected completion date _____
- e) Expected first occupancy date _____
- f) Total number of units and rooms by type:

Unit type:	Number of units:	Number of beds:	Number of units: (eligible for deferral of development charges)*
Apartments (units > 750 sq.m.)			
Small units (units <= 750 sq.m.)			
Total			

** Eligibility of unit for deferral of development charges determined as meeting the classification of development type outlined under Section 26.1 of the Development Charges Act, 1997*

2.5 Incentives Funding Request

- a) Anticipated Regional grant request \$ _____
- b) Have any other sources of funding been secured for this project?
(i.e. local area, Province, Federal, donations) Yes No

c) If yes, please describe the source, purpose, and amounts:

3. Interim Development Charge Financial Incentive Program Terms and Conditions

3.1 Omissions, discrepancies and interpretations

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.

3.2 No collusion

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

3.3 Prohibitions against gratuities

The Applicant and/or Owner or director, officer, employee, agent or subcontractor of the Applicant and/or Owner, shall not 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 Program, whether for the purpose of securing a grant 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 and/or Owner has failed to comply with the prohibitions set out in this section, the Region of Peel may terminate this Agreement without incurring any liability.

3.4 Conflict of interest

The Applicant and/or Owner 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 and/or Owner 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 Owner for approval under the Program until the matter is resolved to the Region of Peel's sole satisfaction. Acceptance under the Program may preclude them from participating in the Program in subsequent projects where a conflict of interest may arise. The Applicant and/or Owner may participate in subsequent/other initiatives under the Program where the Applicant and/or Owner 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 this Agreement.

3.5 Ownership and confidentiality of data provided by the Region of Peel

All correspondence, documentation and information the Applicant and/or Owner accesses or acquires knowledge of in relation to or arising from its participation in the Program:

1. is the sole property of the Region of Peel and must be treated as confidential;
2. shall not be used, collected disclosed, retained, protected or disposed for any purpose other than responding to the Program or for fulfillment of any related subsequent agreement;
3. must not be disclosed without the prior consent of the Region of Peel provided by the Region of Peel. The Applicant and/or Owner 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.

3.6 Ownership and disclosure of Application documentation

The documentation provided to the Region of Peel by the Applicant and/or Owner in connection with, or arising out of the Program, once received by the Region of Peel:

- i. shall become the property of the Region of Peel and may be appended to the Agreement;
- 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 and/or Owner in response to the Program may be required by law to be made available to a requesting member of the public. Should such a request be made for this Agreement or any related documents, the Applicant and/or Owner 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.

The Applicant and/or Owner must be aware that this Agreement may be confidentially shared with staff from the City of Brampton, Town of Caledon or City of Mississauga as applicable during the Program review process.

Additional information regarding the successful project(s) under the Program will be made public in a report to Regional Council. The Applicant and/or Owner warrants that the information contained this Agreement 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 this Agreement.

3.7 Failure or default

If Applicant, for any reason, fails or defaults in respect of any matter or thing which is an obligation under this Agreement, the Region of Peel may disqualify the Applicant and/or Owner from the Program and/or from future grant in lieu of development charges under the Program.

4. Applicant declaration

1. I/we hereby submit my/our Application for the development and operation of long-term care/hospice at: _____
2. I/we have carefully examined this Application 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 this 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 long-term care/hospice units as outlined in this Application 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 this Application.
8. I/we have received and reviewed the Template 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 and/or Owner making an application to the Program and is, in all respects, fair and without fraud. I/we 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 long term care/hospice housing as described in this Application are to be at arm's length from both the Applicant and/or Owner and other contracting parties, and that any contracts with parties with whom the Applicant and/or Owner and of 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 hereby represent and declare that no restricted parties were involved in the preparation of this Application.
11. 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 legal name (first, last);	Business address:
Telephone number:	Fax number:
Cellphone number (Optional):	Authorized signing officer signature:
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