



## **Human Services Committee Agenda**

**September 3, 2020**

**Electronic (Remote) Meeting**

- 1. Call to Order**
- 2. Roll Call**
- 3. Declaration of Pecuniary Interest**
- 4. Action Items**
  - a. Delegation of Signing Authority for Canada Ontario Community Housing Initiative - Project Funding Agreement
  - b. Social Service Relief Fund Assistance
  - c. Child Care Worker and Early Childhood Educator Appreciation Day
  - d. Child Activity Assistance Program Revised
  - e. Social Service Relief Fund Phase 2
- 5. Information Items**
  - a. Q2 Child Care and Fee Subsidy Report
  - b. Child Care and Early Years Funding Update
- 6. Act on Recommendations**

That in accordance with the Procedure By-law, staff be authorized and directed to give effect to the actions of the Human Services Committee in respect of all resolutions passed during the September 3, 2020 meeting.
- 7. Next Meeting**

October 1, 2020

## 8. Adjournment



## Committee Report

**To:** Warden Mitch Twolan  
Members of the Human Services Committee

**From:** Christine MacDonald  
Director of Human Services

**Date:** September 3, 2020

**Re:** Delegation of Signing Authority for Canada Ontario Community Housing Initiative - Project Funding Agreement

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### Staff Recommendation:

That a by-law be introduced authorizing the Warden and Clerk to execute a Project Funding Agreement between Bruce County and Russell Meadows Non-Profit Accommodation for the Canada-Ontario Community Housing Initiative's repair component; and

That a by-law be introduced authorizing the Warden and Clerk to execute a Project Funding Agreement between Bruce County and Formosa Non-Profit Senior's Accommodation for the Canada-Ontario Community Housing Initiative's repair component.

### Background:

Bruce County entered into a transfer payment agreement with the Province of Ontario for the Canada-Ontario Community Housing Initiative (COCHI) & the Ontario Priorities Housing Initiative (OPHI) on August 1, 2019 and submitted an Investment Plan, as approved by Council, confirming how COCHI and OPHI planning funding allocations would be used. The guidelines for COCHI set out parameters to protect affordability for households in social housing, to support the repair and renewal of existing social housing supply, and to expand the supply of community housing over time. It is the role of County as housing service manager to enter into funding agreements with housing providers, administer payments and monitor projects to ensure timely completion.

Bruce County received an allocation of \$397,600 for the Canada-Ontario Community Housing Initiative (2019-2022) which was identified in the investment plan to be distributed on a per unit allocation. The portion of the funds has been allocated to assist the non-profit housing providers make necessary repairs to the buildings is \$6,163 for Russell Meadows and \$4,226 for Formosa Non-Profit.

Funds will be provided to Russell Meadows and Formosa Non-Profit when approval is received from the Ministry of Municipal Affairs and Housing and will be based on the funding scheduled provided.

The attached Project Funding Agreement outlines the responsibilities of each party and the funding arrangements.

#### **Financial/Staffing/Legal/IT Considerations:**

The Canada-Ontario Community Housing Initiative (COCHI) is cost matched under the Province's bilateral agreement with Canada Mortgage and Housing Corporation (CMHC). Housing Service Managers are required to report municipal social housing expenditures that match the annual COCHI allocation. Therefore, the total reported municipal funding for social housing project is to be equal to or great than the current year COCHI allocation. However, there is no specific municipal or levy contribution for this program. COCHI allows the Service Manager to use up to 5% of the allocation for administrative purposes.

Regular staff complement will be used to implement the programs and provide support for the new build.

The County solicitor has reviewed the agreements.

There are no considerations related to IT.

#### **Interdepartmental Consultation:**

Staff consulted with Corporate Services regarding the inclusion of the COCHI allocation in the 2020 budget.

#### **Link to Strategic Goals and Elements:**

Goal #9 Coordinate concerted efforts to advance our agenda.  
Additionally, this initiative supports Bruce County's Housing and Homelessness Plan Update to address the identified housing issues.

#### **Approved by:**



Sandra Datars Bere  
Chief Administrative Officer

**FUNDING AGREEMENT**  
**Canada-Ontario Community Housing Initiative (COCHI)**

This Agreement made the            day of            , 2020.

**BETWEEN:**

THE CORPORATION OF THE COUNTY OF BRUCE  
(hereinafter called the “County”)

-and-

Russel Meadows Non-Profit Accommodations  
(hereinafter called the “Proponent”)

**WHEREAS:**

- A. Canada Mortgage and Housing Corporation (“CMHC”) and Her Majesty the Queen in Right of Ontario, as represented by the Minister of Municipal Affairs and Housing (the “Minister”), entered into a bi-lateral agreement to provide for the Canada-Ontario Community Housing initiative effective April 29, 2019;
- B. The Minister is responsible for the funding of Canada-Ontario Community Housing Initiative (“COCHI”) and The Corporation of the County of Bruce (the “County”), as Service Manager, is responsible for the delivery and administration of affordable housing programs in the County of Bruce, including COCHI; and
- C. The County and the Proponent have entered into this Agreement for the purpose of establishing the Proponent’s obligations with respect to COCHI and the County’s obligation to provide funding to the Proponent under COCHI..

NOW THEREFORE, the County and the Proponent agree with each other as follows:

**1. INTERPRETATION**

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

- **“Affordability Period”** means the period during which the average rent in a Project is required to be maintained at an affordable level, as determined in accordance with the Program Guidelines or as otherwise established by the County;
- **“Affordable Rent”** in respect of a unit of rental housing means a monthly occupancy cost that is at the low end of market rent as determined by the Service Manager;
- **“Business Day”** means each Monday, Tuesday, Wednesday, Thursday and Friday except when any such day occurs on a statutory holiday observed in Ontario;
- **“CMHC”** means Canada Mortgage and Housing Corporation;
- **“Conditional Letter of Commitment”** means the letter issued by the Minister confirming approval of the Project and setting out the amount, terms and conditions of Funding allocated to the Proponent;
- **“Funding Agreement”** means an agreement to be entered into between a Successful Proponent and the County setting out the terms and conditions under which any financial assistance will be provided to the Successful Proponent under COCHI;
- **“Date of Commitment”** means the date this Agreement is signed by both parties;

- **“Eligible Activities and Costs”** are as defined in the Program Guidelines;
- **“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 fulfillment 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;
- **“Funds” and “Funding”** means the amount of Federal Funds or Provincial Funds, as set out in the Program Guidelines and Municipal funds if applicable, advanced to the Proponent under this Agreement;
- **“Improvements”** means the improvements to be made on the Property, consisting of a building and other improvements to be constructed by the Proponent on the Property in accordance with the Plans and Specifications;
- **“Parties”** means the Proponent and the County and “Party” means either of them, as the context may require;
- **“PIF”** means a Project Information Form in the form and format required by the Minister and attached hereto as **Schedule “C”**;
- **“Project”** means the approved eligible repairs/work to be performed by the Proponent under COCHI on the Property;;
- **“PIPEDA”** means the *Personal Information Protection and Electronic Documents Act*, S.C. 2000, c. 5, including any amendments thereto;
- **“Plans and Specifications”** means the plans and specifications for the development of the Project that have been approved and reviewed by all appropriate governmental authorities for the issuance of all permits necessary to construct and occupy the Improvements and, if required by the County, as certified by a Quantity Surveyor;
- **“Program”** means COCHI;
- **“Program Guidelines”** means the Program Guidelines for COCHI and attached to this Agreement as **Schedule “A”**;
- **“Property”** refers to the land owned by the Proponent and legally described in **Schedule “B”**;
- **“Service Manager”** means The Corporation of the County of Bruce;
- **“Social Housing”** means those housing projects that are, as of April 1, 2019, within a program in Schedule C to the CMHC-Ontario Social Housing Agreement dated November 15, 1999 and remain within a program in such Schedule at the Date of Commitment and date of use of the Funding for the social housing Project; but “Social Housing” excludes the housing that was or is only within either of Program No.2: ‘Rent Supplement Program’ or Program No.9 ‘Rural and Native Homeownership’ of Schedule C;
- **“Social Housing Provider”** means a person or entity that operates a housing project listed in Ontario Regulation 368/11 under the *Housing Services Act, 2011*, S.O. 2011, c. 6, Sched.1, as amended;
- **“Substantial Completion”** means the substantial performance, within the meaning of the *Construction Act*, R.S.O. 1990 c.C.30, as amended, of all contracts which the Proponent has entered into for the Project under this Agreement;

- **“Unit”** means a self-contained residential dwelling and/or multi-bedroom units which are used for congregate living;

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

- Schedule “A” - COCHI Guidelines
- Schedule “B” - Legal Description of Property
- Schedule “C” - Project Information Form

1.4 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.

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

## **2. FUNDING FOR AFFORDABLE HOUSING**

2.1 The Proponent agrees and understands that construction of the Project shall commence within 120 days of the Date of Commitment; otherwise, Funding for the Project may be cancelled.

2.2 The Proponent agrees and understands that construction of the Project shall be completed by the end of the subsequent fiscal year of the funding year and that Funding will not be advanced after that time.

2.3 The Proponent warrants to the County that the Project is financially viable from a construction and operating costs perspective.

2.4 The Proponent acknowledges and understands that all Funding is subject to availability by the Minister, and the County shall not be obligated to fulfill any funding request under this Agreement where the Minister has advised the County that funding is not available.

2.5 The County agrees to provide to the Proponent, upon the terms and subject to the conditions set out in this Agreement, total Funding in the amount of \$6163.00 for the Project.

2.6 The Proponent agrees that the Funding will be advanced by the County to the Proponent as follows:

- (i) Within five (5) business days of the Project start date, as determined by Section 2.7 herein, 80% of the total Funding, less any statutory holdback as required by the *Construction Act*, R.S.O. 1990 c.C.30, as amended (“*Construction Act*”); and
- (ii) Within five (5) business days of the date the Project is completed, as determined by Section 2.7 herein, 20% of the Funding, less any statutory holdback as required by the *Construction Act*.

2.7 The Project start date and Project completion date described in section 2.6 above shall be determined at the sole discretion of the County, taking into consideration, and without limitation, any or all of the following factors: physical manifestation of work performed on the Project, issuance of building permits, issuance of building department inspection reports, and site inspections.

2.8 The County shall disburse the amount so withheld pursuant to the *Construction Act* following its receipt of satisfactory evidence that such construction is substantially complete within the meaning of the *Construction Act* and provided that said *Construction Act* is complied with.

2.9 The Proponent shall use the Funding solely for the purpose of its Project.

- 2.10 The County shall disburse advances of the Funding to the Proponent in accordance with section 2.6 herein so long as prior written notice is provided by the Proponent to the County requesting funding and provided that the terms and conditions of this Agreement have been satisfied.

### **3. SPECIAL CONDITIONS**

- 3.1 The Proponent agrees that construction and/or development of the Project will not affect the number of RGI units in existence at the subject property immediately prior to Funding being received, and that said number of RGI units shall be maintained over the Affordability Period.
- 3.2 The Proponent warrants that Funding will not be used for the following expenditures:
- a) ongoing or routine maintenance and repairs;
  - b) repair projects already included in annual capital plans; or
  - c) new social housing units outside the Proponent's social housing portfolio.
- 3.3 The Proponent shall promptly discharge or cause the discharge of any registered construction liens so as to ensure that there are no construction liens registered against title to the lands of the Project on the dates for the disbursement of the Funding.
- 3.4 The Proponent acknowledges and agrees that the Minister and County may conduct site inspections of the Project at its sole discretion.
- 3.5 The Proponent agrees that at no time shall the County be liable to suppliers, contractors, sub-contractors, craftsmen, labourers or others for goods and services supplied by them in or upon the property subject of the Project, or employed in the construction of the Project, or for any debts or claims accruing to any of the parties against the Proponent. The Proponent expressly agrees that there is no contractual relationship between the County and any supplier, contractor, subcontractor, craftsman, labourer or person supplying work or supplies to the Project. The Proponent is not, and shall not be, the agent of the County for any purpose.

### **4. OPERATION OF AFFORDABLE HOUSING**

- 4.1 The Proponent agrees to undertake its Project in accordance with the provisions relating to the development of the Project contained in the Program Guidelines and in conformity with its proposal submitted to the County; specifically, the Proponent warrants that all Units shall remain affordable for a minimum period of ten (10) years calculated from the Date of Completion of the Project. This ten (10) year period includes a five (5) year term during which the Proponent will operate the Project as social housing under the *Housing Services Act, 2011*, as amended.
- 4.2 At no time during the ten (10) year period set out in paragraph 4.1 above shall a Unit funded through the Project have a rent that is greater than the Affordable Rent for the geographic area in which it is located.
- 4.3 This Project will adhere to the Project Information Form (PIF), attached hereto as **Schedule 'C'**.
- 4.4 The Proponent acknowledges and understands that Funding is based on the PIF, and the Proponent further acknowledges and understands that the Minister has absolute discretion to determine whether a PIF complies with COCHI Program Guidelines.
- 4.5 The Funding shall be fully forgiven on the last day at the end of the 10 year period set out in paragraph 4.1 provided that the Proponent has fulfilled all the requirements of the Program as set out in this Agreement, and to the satisfaction of the County.



## 5. CONDITIONS

- 5.1 The provision of funding by the County, pursuant to Section 2, is subject to the following conditions precedent, each of which is for the exclusive benefit of the County, and may be waived in full or in part by the County on written notice to the Proponent:
- a) the Proponent is the registered owner in fee simple of the lands described in **Schedule “B”**;
  - b) there shall be no Claim for Lien pursuant to the *Construction Act* registered against the Property;
  - c) there being in existence no unregistered lien or statutory claim having priority against the Project;
  - d) the Proponent being in good standing under all of the Permitted Encumbrances; and
  - e) there being no work orders issued against the Project by any governmental entity, agency or official.
- 5.2 If any of the conditions contained in Section 5.1 have not been fulfilled on the date for the disbursement of the Funds by the County pursuant to Section 2 and are not expressly waived by the County in writing, the County shall be under no obligation to make any advance of the Funds to the Proponent and the County shall thereupon have the right to terminate this Agreement and, in that event, neither party to this Agreement shall have any rights or obligations hereunder, save and except that the County may, notwithstanding such termination, bring an action against the Proponent for all losses, costs and expenses, including, without limitation, reasonable legal fees incurred by the County in connection with this Agreement where the non-performance or non-fulfillment of a condition is a result of a breach of a covenant by the Proponent

## 6. TERMS OF THE FUNDING

- 6.1 The Proponent acknowledges that the County has a quarterly reporting requirement and an annual reporting requirement to the Minister to ensure compliance with the Program, and the Proponent agrees that it will provide the County with information and documents the County deems relevant, in its sole discretion, for the purposes of these reports to the Minister during the term of the Funding.

## 7. ACCOUNTABILITY FRAMEWORK

- 7.1 (a) In the event:
- i) the County is advised that the Project will not proceed; or
  - ii) the County determines, acting reasonably, that the Proponent is not proceeding with the Project due to delays likely to cause depreciation or deterioration of any construction of the Project, the Proponent shall return all Funds advanced to the County, forthwith upon demand; or
  - iii) the County is of the opinion that the Proponent is not proceeding in an expeditious manner with the Project for which Funding has been provided; or
  - iv) the Proponent is not complying with the requirements as set out in this Agreement, inclusive of all Schedules, during the term of the Agreement;
  - v) an Event of Default has occurred;

the Proponent will be in default and shall return all Funding advanced to it to the County, forthwith upon demand, including interest from the date of default until paid in full along with any applicable costs and expenses. The interest rate shall be the Bank of Canada Prime Rate plus 2% in effect at the time of the funding

default, and interest will be calculated monthly on the outstanding principal balance.

- (b) The Proponent shall submit to the County, an audited statement with respect to the expenditure of Funding provided to it, within ninety (90) days following the date on which the County is advised that the Project has been fully completed, or the Project will not proceed in the opinion of the Proponent or the County.
- 7.2 The Proponent represents that it has not provided any false or misleading information related to the Project to the County and agrees that it shall not provide any false or misleading information to the County under this Agreement.
- 7.3 The Proponent shall, on forty-eight (48) hours' prior written notice, give the County free access to the Project and to such staff, documents, books, records and accounts as may be determined by the County, for the purpose of verifying compliance with this Agreement.
- 7.4 The Proponent agrees that it shall maintain and make available to the County all records and documentation pertaining to the Project during the 10 year term of the Funding or the date of any early termination of this Agreement, and in either case, for a further seven (7) years thereafter.

## **8. COMMUNICATIONS PROTOCOL**

- 8.1 The Proponent acknowledges that it has been informed by the County, that under the terms of the CMHC – Ontario Agreement for COCHI all affordable County Housing, including written materials and signs, respecting the Project must recognize the contributions of CMHC, the Minister and the County. The Proponent further acknowledges that it has been informed by the County that the CMHC – Ontario Agreement for Investment in Affordable Housing 2011-2014 requires the Minister to coordinate with CMHC and/or obtain CMHC's approval with respect to communications, signage, and advertising matters. The Proponent agrees that it shall not do or omit to do any act, which will cause the County to be in breach of the terms of the CMHC – Ontario Agreement for COCHI.
- 8.2 The Proponent shall co-operate in organizing press conferences, announcements, and official ceremonies to be held at an appropriate location and time respecting the Project, insofar as it relates to the Program, or respecting its participation in the Program or respecting the Program in any other respect without the prior written consent of the County.
- 8.3 CMHC, Ontario and the County may provide and install, where appropriate, a plaque or permanent sign bearing an appropriate inscription. The design, wording and specifications of such permanent signs shall be provided by the County.
- 8.4 The Proponent acknowledges that any breach by it of Sections 8.2 or 8.3 of this Agreement shall cause the County to be in breach of the CMHC – Ontario Agreement for Investments in Affordable Housing 2011-2014.

## **9. REMEDIES**

- 9.1 Upon the occurrence of any one or more of the following events (each an "Event of Default"):
  - a) the failure of the Proponent to perform, observe or comply with any other term, covenant, condition or provision of this Agreement within ten (10) days of receipt of written notice of the "failure" from the County;
  - b) any representation or warranty made by the Proponent in this Agreement proves to have been untrue or misleading in any material respect as of the date on which it was made;

- c) any person commences an action, suit or proceeding materially affecting the Project or files a lien against the Property, or any person commences an action, suit or proceeding contesting or questioning the validity or enforceability of this Agreement, unless the Proponent diligently contests such action, suit or proceeding and discharges any such lien forthwith without the requirement of notice by the County and post such bonds, cash or letters of credit or gives such other security in order to obtain such discharges in amounts and on terms satisfactory to the County acting reasonably;
- d) the Proponent ceases to carry on business;
- e) the Proponent:
  - i) becomes insolvent or unable to pay its debts as they become due; or
  - ii) files a petition in bankruptcy or voluntary petition seeking reorganization or effect a plan or other arrangement with creditors; or
  - iii) makes an assignment for the benefit of creditors under the *Bankruptcy Act* (Canada) or any other insolvent debtors' legislation; or
  - iv) applies for or consents to the appointment of any receiver or trustee for it or of all or any substantial part of its property and assets; or
  - v) voluntarily liquidates or winds-up or suffers itself to be liquidated or wound-up;
- f) any of:
  - vi) an involuntary petition seeking the adjudication of the Proponent as bankrupt or insolvent not removed within 30 days; or
  - vii) an order of any court or other authority appointing any receiver or trustee for the Proponent or for all or any substantial portion of its property and assets; or
  - viii) a writ of execution, judgment or writ of attachment or any similar process which may, in the reasonable opinion of the County, materially impair the ability of the Proponent to perform its obligations under this Agreement or in respect of its property and assets, and such petition, order, writ of judgment is not vacated or stayed within 15 days after its date;
- g) the occurrence of a material adverse change in the financial condition of the Proponent which would, in the reasonable opinion of the County, detrimentally affect the ability of the Proponent to meet its obligations to the County;

the County may cancel or suspend further instalments of the Funding for such period as the County deems appropriate in its sole discretion or demand payment of the Funding in full as per Section 7.1.

- 9.2 Costs and Expenses of Collection. In the event of a default under this Agreement, all reasonable costs and expenses of collection (including but not limited to, legal fees, disbursements and court costs) of all amounts owing hereunder shall be payable by the Proponent to the County.
- 9.3 If the Proponent fails to satisfy any demand for payment of the Funding within ten (10) Business days of written demand by the County, the Proponent authorizes the County to commence enforcement proceedings as against it, and consents to a Default Judgment being issued by the court in favour of the County, and said Default Judgment shall include the total amount of the Funding advanced to the Proponent by the County pursuant to this Agreement, along with HST, interest, costs and expenses.

- 9.4 All of the remedies in this Agreement are cumulative and are not alternative and the County shall not be precluded from availing itself simultaneously of some or all of the said remedies and any other remedies available in equity or at law.
- 9.5 Notwithstanding any of the terms of this Agreement, the County shall have the option of waiving any or all of its remedies under this Agreement, but no waiver of a provision shall be deemed to constitute a waiver of any other provision (whether or not similar) nor shall any waiver constitute a continuing waiver unless otherwise provided.

## **10. REPRESENTATION AND WARRANTIES**

The Proponent represents and warrants to the County that:

- 10.1 The Proponent is duly incorporated, organized and validly existing under the laws of the Province of Ontario and has full corporate power and authority to own all its property and to carry on its business as now conducted and as contemplated under this Agreement and all other agreements contemplated thereunder, and is duly qualified and in good standing in each jurisdiction in which the character of the property owned or leased or the nature of the business carried on by it makes such qualification necessary or desirable.
- 10.2 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.
- 10.3 Neither the execution and delivery of this Agreement, the consummation of the transactions herein contemplated, nor the compliance with the terms, conditions and provisions hereof will conflict with, , or result in a breach of, any of the terms, conditions or provisions of the constating documents of the Proponent, or of any agreement or instrument to which it is now a party, or constitute a default thereunder, or result in the creation or imposition of any mortgage, lien, charge or encumbrance of any nature whatsoever upon any of the properties or assets of the Proponent (whether such properties or assets are owned legally or beneficially) pursuant to the terms of any agreement or instrument to which it is a party.
- 10.4 There is not now pending against the Proponent any litigation, action, suit or other proceeding of a material nature by or before any court, tribunal or other governmental agency or authority or any other such pending or threatened action, suit or other proceeding against the Proponent or against or affecting any of the properties or assets of the Proponent (whether such property or assets are owned legally or beneficially) such that if the same were adversely determined, it could be reasonably expected to materially and adversely affect the business operations, properties or assets, or the condition, financial or otherwise, of the Proponent.
- 10.5 Except as previously disclosed in writing to the County, the Proponent is not a party to any agreement or instrument or subject to any restriction or any judgment, order, writ, injunction, decree, rule or regulation which materially and adversely affects the business, operations, prospects, properties or assets, or condition, financial or otherwise, of the Proponent.
- 10.6 None of the information, financial or otherwise, provided by the Proponent to the County to induce the County to give the Funding and to enter into this Agreement contains any untrue statement of a material fact or omits to state a material fact necessary in order to make any statement contained therein not misleading in light of the circumstances in which it was made.

## **11. COVENANTS OF THE PROPONENT**

- 11.1 The Proponent covenants and agrees with the County that, it shall:

- a) take all such actions and do all such things required to develop and continuously carry out the Project in a good and workmanlike manner and in accordance with all applicable codes and standards, including those applicable to employment health and safety, and to complete such construction of the Project within the timeframe afforded in this Agreement;
- b) do or cause to be done all acts and things necessary to preserve in full force and effect the existence of the Proponent and all licences and permits required for the carrying on of the operations of the Proponent at and from the Property and to preserve and protect all of the properties, real and personally owned and used by the Proponent in connection with the Project and to cause the same to be properly maintained and to be kept in good state of repair;
- c) pay and discharge or cause to be paid and discharged all taxes and other levies of the Province of Ontario, the County, or of any other entity having jurisdiction to impose such taxes or levies, when the same become due and payable, except such taxes as are being contested in good faith by appropriate proceedings. and provided that, in such case the Proponent shall have provided the County with appropriate security; and
- d) deliver to the County the statements and reports as required by this Agreement.

11.2 The Proponent covenants and agrees with the County that, so long as any obligation is outstanding by the Proponent to the County hereunder the Proponent will not, without the prior written consent of the County, which consent may not be unreasonably withheld:

- a) become a party, without the prior written consent of the County, to any transaction whereby the Project would become the property of any other person, whether by way of reorganization, amalgamation, merger, transfer, sale, lease, sale and leaseback, or otherwise;
- b) permit any change in the ownership of the Lands identified in **Schedule "B"** without prior written consent of the County;
- c) permit any change in the ownership of the Proponent without prior written consent of the County;
- d) make any material change in the Project which pertains to the number or type of residential dwelling units of the Project without the prior written approval of the County; or
- e) change its fiscal year end or change the basis upon which the financial records of the Proponent are maintained, without the prior written consent of the County.

## **12. INDEMNIFICATION**

12.1 The Proponent shall indemnify and save harmless the County from all claims, costs, all matter of actions, cause and causes of action, duties, dues, accounts, covenants, demands or other proceeding of every kind or nature whatsoever at law or in equity arising out of this Agreement and out of the operation of the units including claims arising out of negligence of the Proponent and specifically, all claims arising out of the intentional or criminal acts of any officers or directors, employees, agents, volunteers or independent contractors of the Proponent. Such indemnification shall survive the termination of this Agreement for claims arising from or out of incidents occurring the term of this Agreement.

## **13. NOTICE**

13.1 Any notice or other communication required, desired or permitted to be given by this Agreement shall be in writing and shall be effectively given if:

- (a) delivered personally;
- (b) sent by prepaid courier service; or
- (c) sent by facsimile communication, and confirmed by mailing the original documents so sent by prepaid mail on the same or following day, addressed as follows:
  - (i) in the case of notice to the County:

**The Corporation of the County of Bruce – Housing Division**  
 Box 1450  
 Kincardine, ON  
 N2Z 2Z4

Fax: (519) 396-3499

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

**Russell Meadows Non-Profit Accommodations**  
 755 Campbell Ave.  
 Kincardine, ON N2Z 3B5

or at such other address as the party to whom such notice or other communication is to be given shall have advised the party giving same in the manner provided in this section. Any notice or other communication delivered personally or by prepaid courier service shall be deemed to have been given and received on the day it is so delivered at such address, provided that if such day is not a Business Day such notice or other communication shall be deemed to have been given and received on the next following Business Day. Any notice or other communication transmitted by facsimile communication shall be deemed to have been given and received on the day of its transmission, provided that such day is a Business Day and such transmission is completed before 4:30 p.m. on such day, failing which such notice or other communication shall be deemed to have been given and received on the first (1<sup>st</sup>) Business Day after its transmission. If there has been a mail stoppage and if a party sends a notice or other communication by facsimile communication, such party shall be relieved from the obligation to mail the original document in accordance with this paragraph.

#### **14. GENERAL**

- 14.1 Any power, right or function of the County, contemplated by this Agreement, may be exercised by any employee or agent of the County who is hereby specifically authorized in this regard.
- 14.2 It is understood that the *Municipal Freedom of Information and Protection of Privacy Act (MFIPPA)* shall apply to all records submitted to or created by the County pursuant to this Agreement.
- 14.3 The Proponent represents and warrants that it shall ensure compliance with PIPEDA.
- 14.4 The disbursement of the Funding as set out in Section 2 is subject to the necessary appropriations from the Minister. The County shall have no liability in the event the respective appropriations are insufficient to meet the funding obligations of the Proponent.
- 14.5 Nothing in this Agreement is to be construed as authorizing one party to contract for or incur any obligation on behalf of the other or to act as agent for the other and nothing in this Agreement shall be construed to constitute the County and the Proponent as partners of each other.

14.6 The Proponent acknowledges that the CMHC and the Minister are not parties to this Agreement or any other agreement related to the Project.

14.7 No member of:

- a) the House of Commons or Senate of Canada;
- b) the Legislative Assembly of Ontario; or
- c) the Municipal Council constituting the County or the Municipal Council of any local municipality of the County or the governing body of any Municipal agency, Board or Commission, or any such municipalities;

shall be admitted to any share or part of any contract, agreement or commission made pursuant to this Agreement or to any benefit arising therefrom, including, without limitation any contract, agreement or commission arising from or related to the Program.

14.8 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 County and the Proponent of their respective solicitors on their behalf, who are hereby expressly authorized to this regard.

14.9 Any tender of documents or money hereunder may be made by the County or the Proponent or their respective solicitors, and it shall be sufficient that a bank draft or certified cheque may be tendered instead of cash.

14.10 This Agreement is made pursuant to and shall be governed by and construed in accordance with the laws of the Province of Ontario. Any reference to a statute in this Agreement includes a reference to all regulations made pursuant to such statute, all amendments made to such statute and regulations in force from time to time and to any statute or regulation which may be passed and which has the effect of supplementing or superseding such statute or regulations.

14.11 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.

14.12 The Parties agree that there are no representations, warranties, covenants, agreements, collateral agreements or conditions affecting the property or this Agreement other than as expressed in writing in this Agreement.

14.13 This Agreement shall be read with all changes of gender and number required by the context.

14.14 (a) The Proponent shall not transfer or convey its interest in all or any part of the Project without, subject to subsection 14.14(b), simultaneously assigning its interest in this Agreement to the transferee, which transferee shall enter into one or more agreements with the County, in a form satisfactory to the County, to assume all of the Proponent's obligations under this Agreement.

(b) The Proponent shall not assign its interest in this Agreement without the prior written consent of the County, which consent shall not be arbitrarily or unreasonably withheld.

(c) For the purpose of this Agreement, a transfer of the beneficial interest in the shares of the Proponent shall be deemed to constitute an assignment if it results in a change in the party or parties who owns or own more than fifty percent (50%) of the voting shares of the said corporation.

14.15 Each of the Parties shall, at any time and from time to time, upon not less than twenty (20) Business Days prior written notice by the other Party, execute and deliver to the other Party a statement in writing certifying that this Agreement is in good standing,

unmodified and in full force and effect, as modified, and stating the modifications. Where applicable, the statement shall state the defaults, if any, known to the Party to whom such request has been made and the action taken or proposed to be taken by such requested Party with respect to same.

- 14.16 If more than one entity is a party to this Agreement as Proponent, all references to the Proponent shall include all of the said entities and this Agreement shall be binding on each jointly and severally.
- 14.17 This Agreement shall enure to the benefit of and be binding upon the Parties hereto and their respective successors and assigns, provided that this paragraph shall in no way derogate from the provisions of Section 14.14 restricting the Proponent’s ability to assign this Agreement.

**IN WITNESS WHEREOF** this Agreement has been executed by the Parties.

THE CORPORATION OF THE COUNTY OF BRUCE

\_\_\_\_\_  
Name:  
Title: Warden

\_\_\_\_\_  
Name:  
Title: Clerk

We have authority to bind the Corporation

PROPONENT:

Per: \_\_\_\_\_  
Name:  
Title:

Per: \_\_\_\_\_  
Name:  
Title:

I/We have the authority to bind the Corporation.



**FUNDING AGREEMENT**  
**Canada-Ontario Community Housing Initiative (COCHI)**

This Agreement made the            day of            , 2020.

**BETWEEN:**

THE CORPORATION OF THE COUNTY OF BRUCE  
(hereinafter called the “County”)

-and-

Formosa Seniors Non-Profit Housing Corporation  
(hereinafter called the “Proponent”)

**WHEREAS:**

- A. Canada Mortgage and Housing Corporation (“CMHC”) and Her Majesty the Queen in Right of Ontario, as represented by the Minister of Municipal Affairs and Housing (the “Minister”), entered into a bi-lateral agreement to provide for the Canada-Ontario Community Housing initiative effective April 29, 2019;
- B. The Minister is responsible for the funding of Canada-Ontario Community Housing Initiative (“COCHI”) and The Corporation of the County of Bruce (the “County”), as Service Manager, is responsible for the delivery and administration of affordable housing programs in the County of Bruce, including COCHI; and
- C. The County and the Proponent have entered into this Agreement for the purpose of establishing the Proponent’s obligations with respect to COCHI and the County’s obligation to provide funding to the Proponent under COCHI..

NOW THEREFORE, the County and the Proponent agree with each other as follows:

**1. INTERPRETATION**

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

- **“Affordability Period”** means the period during which the average rent in a Project is required to be maintained at an affordable level, as determined in accordance with the Program Guidelines or as otherwise established by the County;
- **“Affordable Rent”** in respect of a unit of rental housing means a monthly occupancy cost that is at the low end of market rent as determined by the Service Manager;
- **“Business Day”** means each Monday, Tuesday, Wednesday, Thursday and Friday except when any such day occurs on a statutory holiday observed in Ontario;
- **“CMHC”** means Canada Mortgage and Housing Corporation;
- **“Conditional Letter of Commitment”** means the letter issued by the Minister confirming approval of the Project and setting out the amount, terms and conditions of Funding allocated to the Proponent;
- **“Funding Agreement”** means an agreement to be entered into between a Successful Proponent and the County setting out the terms and conditions under which any financial assistance will be provided to the Successful Proponent under COCHI;
- **“Date of Commitment”** means the date this Agreement is signed by both parties;

- **“Eligible Activities and Costs”** are as defined in the Program Guidelines;
- **“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 fulfillment 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;
- **“Funds” and “Funding”** means the amount of Federal Funds or Provincial Funds, as set out in the Program Guidelines and Municipal funds if applicable, advanced to the Proponent under this Agreement;
- **“Improvements”** means the improvements to be made on the Property, consisting of a building and other improvements to be constructed by the Proponent on the Property in accordance with the Plans and Specifications;
- **“Parties”** means the Proponent and the County and “Party” means either of them, as the context may require;
- **“PIF”** means a Project Information Form in the form and format required by the Minister and attached hereto as **Schedule “C”**;
- **“Project”** means the approved eligible repairs/work to be performed by the Proponent under COCHI on the Property;;
- **“PIPEDA”** means the *Personal Information Protection and Electronic Documents Act*, S.C. 2000, c. 5, including any amendments thereto;
- **“Plans and Specifications”** means the plans and specifications for the development of the Project that have been approved and reviewed by all appropriate governmental authorities for the issuance of all permits necessary to construct and occupy the Improvements and, if required by the County, as certified by a Quantity Surveyor;
- **“Program”** means COCHI;
- **“Program Guidelines”** means the Program Guidelines for COCHI and attached to this Agreement as **Schedule “A”**;
- **“Property”** refers to the land owned by the Proponent and legally described in **Schedule “B”**;
- **“Service Manager”** means The Corporation of the County of Bruce;
- **“Social Housing”** means those housing projects that are, as of April 1, 2019, within a program in Schedule C to the CMHC-Ontario Social Housing Agreement dated November 15, 1999 and remain within a program in such Schedule at the Date of Commitment and date of use of the Funding for the social housing Project; but “Social Housing” excludes the housing that was or is only within either of Program No.2: ‘Rent Supplement Program’ or Program No.9 ‘Rural and Native Homeownership’ of Schedule C;
- **“Social Housing Provider”** means a person or entity that operates a housing project listed in Ontario Regulation 368/11 under the *Housing Services Act, 2011*, S.O. 2011, c. 6, Sched.1, as amended;
- **“Substantial Completion”** means the substantial performance, within the meaning of the *Construction Act*, R.S.O. 1990 c.C.30, as amended, of all contracts which the Proponent has entered into for the Project under this Agreement;

- **“Unit”** means a self-contained residential dwelling and/or multi-bedroom units which are used for congregate living;

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

- Schedule “A” - COCHI Guidelines
- Schedule “B” - Legal Description of Property
- Schedule “C” - Project Information Form

1.4 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.

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

## **2. FUNDING FOR AFFORDABLE HOUSING**

2.1 The Proponent agrees and understands that construction of the Project shall commence within 120 days of the Date of Commitment; otherwise, Funding for the Project may be cancelled.

2.2 The Proponent agrees and understands that construction of the Project shall be completed by the end of the subsequent fiscal year of the funding year and that Funding will not be advanced after that time.

2.3 The Proponent warrants to the County that the Project is financially viable from a construction and operating costs perspective.

2.4 The Proponent acknowledges and understands that all Funding is subject to availability by the Minister, and the County shall not be obligated to fulfill any funding request under this Agreement where the Minister has advised the County that funding is not available.

2.5 The County agrees to provide to the Proponent, upon the terms and subject to the conditions set out in this Agreement, total Funding in the amount of \$4226.00 for the Project.

2.6 The Proponent agrees that the Funding will be advanced by the County to the Proponent as follows:

- (i) Within five (5) business days of the Project start date, as determined by Section 2.7 herein, 80% of the total Funding, less any statutory holdback as required by the *Construction Act*, R.S.O. 1990 c.C.30, as amended (“*Construction Act*”); and
- (ii) Within five (5) business days of the date the Project is completed, as determined by Section 2.7 herein, 20% of the Funding, less any statutory holdback as required by the *Construction Act*.

2.7 The Project start date and Project completion date described in section 2.6 above shall be determined at the sole discretion of the County, taking into consideration, and without limitation, any or all of the following factors: physical manifestation of work performed on the Project, issuance of building permits, issuance of building department inspection reports, and site inspections.

2.8 The County shall disburse the amount so withheld pursuant to the *Construction Act* following its receipt of satisfactory evidence that such construction is substantially complete within the meaning of the *Construction Act* and provided that said *Construction Act* is complied with.

2.9 The Proponent shall use the Funding solely for the purpose of its Project.

- 2.10 The County shall disburse advances of the Funding to the Proponent in accordance with section 2.6 herein so long as prior written notice is provided by the Proponent to the County requesting funding and provided that the terms and conditions of this Agreement have been satisfied.

### **3. SPECIAL CONDITIONS**

- 3.1 The Proponent agrees that construction and/or development of the Project will not affect the number of RGI units in existence at the subject property immediately prior to Funding being received, and that said number of RGI units shall be maintained over the Affordability Period.
- 3.2 The Proponent warrants that Funding will not be used for the following expenditures:
- a) ongoing or routine maintenance and repairs;
  - b) repair projects already included in annual capital plans; or
  - c) new social housing units outside the Proponent's social housing portfolio.
- 3.3 The Proponent shall promptly discharge or cause the discharge of any registered construction liens so as to ensure that there are no construction liens registered against title to the lands of the Project on the dates for the disbursement of the Funding.
- 3.4 The Proponent acknowledges and agrees that the Minister and County may conduct site inspections of the Project at its sole discretion.
- 3.5 The Proponent agrees that at no time shall the County be liable to suppliers, contractors, sub-contractors, craftsmen, labourers or others for goods and services supplied by them in or upon the property subject of the Project, or employed in the construction of the Project, or for any debts or claims accruing to any of the parties against the Proponent. The Proponent expressly agrees that there is no contractual relationship between the County and any supplier, contractor, subcontractor, craftsman, labourer or person supplying work or supplies to the Project. The Proponent is not, and shall not be, the agent of the County for any purpose.

### **4. OPERATION OF AFFORDABLE HOUSING**

- 4.1 The Proponent agrees to undertake its Project in accordance with the provisions relating to the development of the Project contained in the Program Guidelines and in conformity with its proposal submitted to the County; specifically, the Proponent warrants that all Units shall remain affordable for a minimum period of ten (10) years calculated from the Date of Completion of the Project. This ten (10) year period includes a five (5) year term during which the Proponent will operate the Project as social housing under the *Housing Services Act, 2011*, as amended.
- 4.2 At no time during the ten (10) year period set out in paragraph 4.1 above shall a Unit funded through the Project have a rent that is greater than the Affordable Rent for the geographic area in which it is located.
- 4.3 This Project will adhere to the Project Information Form (PIF), attached hereto as **Schedule 'C'**.
- 4.4 The Proponent acknowledges and understands that Funding is based on the PIF, and the Proponent further acknowledges and understands that the Minister has absolute discretion to determine whether a PIF complies with COCHI Program Guidelines.
- 4.5 The Funding shall be fully forgiven on the last day at the end of the 10 year period set out in paragraph 4.1 provided that the Proponent has fulfilled all the requirements of the Program as set out in this Agreement, and to the satisfaction of the County.

## 5. CONDITIONS

- 5.1 The provision of funding by the County, pursuant to Section 2, is subject to the following conditions precedent, each of which is for the exclusive benefit of the County, and may be waived in full or in part by the County on written notice to the Proponent:
- a) the Proponent is the registered owner in fee simple of the lands described in **Schedule “B”**;
  - b) there shall be no Claim for Lien pursuant to the *Construction Act* registered against the Property;
  - c) there being in existence no unregistered lien or statutory claim having priority against the Project;
  - d) the Proponent being in good standing under all of the Permitted Encumbrances; and
  - e) there being no work orders issued against the Project by any governmental entity, agency or official.
- 5.2 If any of the conditions contained in Section 5.1 have not been fulfilled on the date for the disbursement of the Funds by the County pursuant to Section 2 and are not expressly waived by the County in writing, the County shall be under no obligation to make any advance of the Funds to the Proponent and the County shall thereupon have the right to terminate this Agreement and, in that event, neither party to this Agreement shall have any rights or obligations hereunder, save and except that the County may, notwithstanding such termination, bring an action against the Proponent for all losses, costs and expenses, including, without limitation, reasonable legal fees incurred by the County in connection with this Agreement where the non-performance or non-fulfillment of a condition is a result of a breach of a covenant by the Proponent

## 6. TERMS OF THE FUNDING

- 6.1 The Proponent acknowledges that the County has a quarterly reporting requirement and an annual reporting requirement to the Minister to ensure compliance with the Program, and the Proponent agrees that it will provide the County with information and documents the County deems relevant, in its sole discretion, for the purposes of these reports to the Minister during the term of the Funding.

## 7. ACCOUNTABILITY FRAMEWORK

- 7.1 (a) In the event:
- i) the County is advised that the Project will not proceed; or
  - ii) the County determines, acting reasonably, that the Proponent is not proceeding with the Project due to delays likely to cause depreciation or deterioration of any construction of the Project, the Proponent shall return all Funds advanced to the County, forthwith upon demand; or
  - iii) the County is of the opinion that the Proponent is not proceeding in an expeditious manner with the Project for which Funding has been provided; or
  - iv) the Proponent is not complying with the requirements as set out in this Agreement, inclusive of all Schedules, during the term of the Agreement;
  - v) an Event of Default has occurred;

the Proponent will be in default and shall return all Funding advanced to it to the County, forthwith upon demand, including interest from the date of default until paid in full along with any applicable costs and expenses. The interest rate shall be the Bank of Canada Prime Rate plus 2% in effect at the time of the funding

default, and interest will be calculated monthly on the outstanding principal balance.

- (b) The Proponent shall submit to the County, an audited statement with respect to the expenditure of Funding provided to it, within ninety (90) days following the date on which the County is advised that the Project has been fully completed, or the Project will not proceed in the opinion of the Proponent or the County.
- 7.2 The Proponent represents that it has not provided any false or misleading information related to the Project to the County and agrees that it shall not provide any false or misleading information to the County under this Agreement.
- 7.3 The Proponent shall, on forty-eight (48) hours' prior written notice, give the County free access to the Project and to such staff, documents, books, records and accounts as may be determined by the County, for the purpose of verifying compliance with this Agreement.
- 7.4 The Proponent agrees that it shall maintain and make available to the County all records and documentation pertaining to the Project during the 10 year term of the Funding or the date of any early termination of this Agreement, and in either case, for a further seven (7) years thereafter.

## **8. COMMUNICATIONS PROTOCOL**

- 8.1 The Proponent acknowledges that it has been informed by the County, that under the terms of the CMHC – Ontario Agreement for COCHI all affordable County Housing, including written materials and signs, respecting the Project must recognize the contributions of CMHC, the Minister and the County. The Proponent further acknowledges that it has been informed by the County that the CMHC – Ontario Agreement for Investment in Affordable Housing 2011-2014 requires the Minister to coordinate with CMHC and/or obtain CMHC's approval with respect to communications, signage, and advertising matters. The Proponent agrees that it shall not do or omit to do any act, which will cause the County to be in breach of the terms of the CMHC – Ontario Agreement for COCHI.
- 8.2 The Proponent shall co-operate in organizing press conferences, announcements, and official ceremonies to be held at an appropriate location and time respecting the Project, insofar as it relates to the Program, or respecting its participation in the Program or respecting the Program in any other respect without the prior written consent of the County.
- 8.3 CMHC, Ontario and the County may provide and install, where appropriate, a plaque or permanent sign bearing an appropriate inscription. The design, wording and specifications of such permanent signs shall be provided by the County.
- 8.4 The Proponent acknowledges that any breach by it of Sections 8.2 or 8.3 of this Agreement shall cause the County to be in breach of the CMHC – Ontario Agreement for Investments in Affordable Housing 2011-2014.

## **9. REMEDIES**

- 9.1 Upon the occurrence of any one or more of the following events (each an "Event of Default"):
  - a) the failure of the Proponent to perform, observe or comply with any other term, covenant, condition or provision of this Agreement within ten (10) days of receipt of written notice of the "failure" from the County;
  - b) any representation or warranty made by the Proponent in this Agreement proves to have been untrue or misleading in any material respect as of the date on which it was made;

- c) any person commences an action, suit or proceeding materially affecting the Project or files a lien against the Property, or any person commences an action, suit or proceeding contesting or questioning the validity or enforceability of this Agreement, unless the Proponent diligently contests such action, suit or proceeding and discharges any such lien forthwith without the requirement of notice by the County and post such bonds, cash or letters of credit or gives such other security in order to obtain such discharges in amounts and on terms satisfactory to the County acting reasonably;
- d) the Proponent ceases to carry on business;
- e) the Proponent:
  - i) becomes insolvent or unable to pay its debts as they become due; or
  - ii) files a petition in bankruptcy or voluntary petition seeking reorganization or effect a plan or other arrangement with creditors; or
  - iii) makes an assignment for the benefit of creditors under the *Bankruptcy Act* (Canada) or any other insolvent debtors' legislation; or
  - iv) applies for or consents to the appointment of any receiver or trustee for it or of all or any substantial part of its property and assets; or
  - v) voluntarily liquidates or winds-up or suffers itself to be liquidated or wound-up;
- f) any of:
  - vi) an involuntary petition seeking the adjudication of the Proponent as bankrupt or insolvent not removed within 30 days; or
  - vii) an order of any court or other authority appointing any receiver or trustee for the Proponent or for all or any substantial portion of its property and assets; or
  - viii) a writ of execution, judgment or writ of attachment or any similar process which may, in the reasonable opinion of the County, materially impair the ability of the Proponent to perform its obligations under this Agreement or in respect of its property and assets, and such petition, order, writ of judgment is not vacated or stayed within 15 days after its date;
- g) the occurrence of a material adverse change in the financial condition of the Proponent which would, in the reasonable opinion of the County, detrimentally affect the ability of the Proponent to meet its obligations to the County;

the County may cancel or suspend further instalments of the Funding for such period as the County deems appropriate in its sole discretion or demand payment of the Funding in full as per Section 7.1.

- 9.2 Costs and Expenses of Collection. In the event of a default under this Agreement, all reasonable costs and expenses of collection (including but not limited to, legal fees, disbursements and court costs) of all amounts owing hereunder shall be payable by the Proponent to the County.
- 9.3 If the Proponent fails to satisfy any demand for payment of the Funding within ten (10) Business days of written demand by the County, the Proponent authorizes the County to commence enforcement proceedings as against it, and consents to a Default Judgment being issued by the court in favour of the County, and said Default Judgment shall include the total amount of the Funding advanced to the Proponent by the County pursuant to this Agreement, along with HST, interest, costs and expenses.

- 9.4 All of the remedies in this Agreement are cumulative and are not alternative and the County shall not be precluded from availing itself simultaneously of some or all of the said remedies and any other remedies available in equity or at law.
- 9.5 Notwithstanding any of the terms of this Agreement, the County shall have the option of waiving any or all of its remedies under this Agreement, but no waiver of a provision shall be deemed to constitute a waiver of any other provision (whether or not similar) nor shall any waiver constitute a continuing waiver unless otherwise provided.

## **10. REPRESENTATION AND WARRANTIES**

The Proponent represents and warrants to the County that:

- 10.1 The Proponent is duly incorporated, organized and validly existing under the laws of the Province of Ontario and has full corporate power and authority to own all its property and to carry on its business as now conducted and as contemplated under this Agreement and all other agreements contemplated thereunder, and is duly qualified and in good standing in each jurisdiction in which the character of the property owned or leased or the nature of the business carried on by it makes such qualification necessary or desirable.
- 10.2 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.
- 10.3 Neither the execution and delivery of this Agreement, the consummation of the transactions herein contemplated, nor the compliance with the terms, conditions and provisions hereof will conflict with, , or result in a breach of, any of the terms, conditions or provisions of the constating documents of the Proponent, or of any agreement or instrument to which it is now a party, or constitute a default thereunder, or result in the creation or imposition of any mortgage, lien, charge or encumbrance of any nature whatsoever upon any of the properties or assets of the Proponent (whether such properties or assets are owned legally or beneficially) pursuant to the terms of any agreement or instrument to which it is a party.
- 10.4 There is not now pending against the Proponent any litigation, action, suit or other proceeding of a material nature by or before any court, tribunal or other governmental agency or authority or any other such pending or threatened action, suit or other proceeding against the Proponent or against or affecting any of the properties or assets of the Proponent (whether such property or assets are owned legally or beneficially) such that if the same were adversely determined, it could be reasonably expected to materially and adversely affect the business operations, properties or assets, or the condition, financial or otherwise, of the Proponent.
- 10.5 Except as previously disclosed in writing to the County, the Proponent is not a party to any agreement or instrument or subject to any restriction or any judgment, order, writ, injunction, decree, rule or regulation which materially and adversely affects the business, operations, prospects, properties or assets, or condition, financial or otherwise, of the Proponent.
- 10.6 None of the information, financial or otherwise, provided by the Proponent to the County to induce the County to give the Funding and to enter into this Agreement contains any untrue statement of a material fact or omits to state a material fact necessary in order to make any statement contained therein not misleading in light of the circumstances in which it was made.

## **11. COVENANTS OF THE PROPONENT**

- 11.1 The Proponent covenants and agrees with the County that, it shall:



- a) take all such actions and do all such things required to develop and continuously carry out the Project in a good and workmanlike manner and in accordance with all applicable codes and standards, including those applicable to employment health and safety, and to complete such construction of the Project within the timeframe afforded in this Agreement;
- b) do or cause to be done all acts and things necessary to preserve in full force and effect the existence of the Proponent and all licences and permits required for the carrying on of the operations of the Proponent at and from the Property and to preserve and protect all of the properties, real and personally owned and used by the Proponent in connection with the Project and to cause the same to be properly maintained and to be kept in good state of repair;
- c) pay and discharge or cause to be paid and discharged all taxes and other levies of the Province of Ontario, the County, or of any other entity having jurisdiction to impose such taxes or levies, when the same become due and payable, except such taxes as are being contested in good faith by appropriate proceedings. and provided that, in such case the Proponent shall have provided the County with appropriate security; and
- d) deliver to the County the statements and reports as required by this Agreement.

11.2 The Proponent covenants and agrees with the County that, so long as any obligation is outstanding by the Proponent to the County hereunder the Proponent will not, without the prior written consent of the County, which consent may not be unreasonably withheld:

- a) become a party, without the prior written consent of the County, to any transaction whereby the Project would become the property of any other person, whether by way of reorganization, amalgamation, merger, transfer, sale, lease, sale and leaseback, or otherwise;
- b) permit any change in the ownership of the Lands identified in **Schedule “B”** without prior written consent of the County;
- c) permit any change in the ownership of the Proponent without prior written consent of the County;
- d) make any material change in the Project which pertains to the number or type of residential dwelling units of the Project without the prior written approval of the County; or
- e) change its fiscal year end or change the basis upon which the financial records of the Proponent are maintained, without the prior written consent of the County.

## **12. INDEMNIFICATION**

12.1 The Proponent shall indemnify and save harmless the County from all claims, costs, all matter of actions, cause and causes of action, duties, dues, accounts, covenants, demands or other proceeding of every kind or nature whatsoever at law or in equity arising out of this Agreement and out of the operation of the units including claims arising out of negligence of the Proponent and specifically, all claims arising out of the intentional or criminal acts of any officers or directors, employees, agents, volunteers or independent contractors of the Proponent. Such indemnification shall survive the termination of this Agreement for claims arising from or out of incidents occurring the term of this Agreement.

## **13. NOTICE**

13.1 Any notice or other communication required, desired or permitted to be given by this Agreement shall be in writing and shall be effectively given if:

- (a) delivered personally;
- (b) sent by prepaid courier service; or
- (c) sent by facsimile communication, and confirmed by mailing the original documents so sent by prepaid mail on the same or following day, addressed as follows:

(i) in the case of notice to the County:

**The Corporation of the County of Bruce – Housing Division**  
 Box 1450  
 Kincardine, ON  
 N2Z 2Z4

Fax: (519) 396-3499

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

**Formosa Seniors Non-Profit Corporation**  
**Valleyview Terrace**  
 1155 Bruce Rd 12  
 Formosa, ON N0G 1W0

or at such other address as the party to whom such notice or other communication is to be given shall have advised the party giving same in the manner provided in this section. Any notice or other communication delivered personally or by prepaid courier service shall be deemed to have been given and received on the day it is so delivered at such address, provided that if such day is not a Business Day such notice or other communication shall be deemed to have been given and received on the next following Business Day. Any notice or other communication transmitted by facsimile communication shall be deemed to have been given and received on the day of its transmission, provided that such day is a Business Day and such transmission is completed before 4:30 p.m. on such day, failing which such notice or other communication shall be deemed to have been given and received on the first (1<sup>st</sup>) Business Day after its transmission. If there has been a mail stoppage and if a party sends a notice or other communication by facsimile communication, such party shall be relieved from the obligation to mail the original document in accordance with this paragraph.

## **14. GENERAL**

- 14.1 Any power, right or function of the County, contemplated by this Agreement, may be exercised by any employee or agent of the County who is hereby specifically authorized in this regard.
- 14.2 It is understood that the *Municipal Freedom of information and Protection of Privacy Act (MFIPPA)* shall apply to all records submitted to or created by the County pursuant to this Agreement.
- 14.3 The Proponent represents and warrants that it shall ensure compliance with PIPEDA.
- 14.4 The disbursement of the Funding as set out in Section 2 is subject to the necessary appropriations from the Minister. The County shall have no liability in the event the respective appropriations are insufficient to meet the funding obligations of the Proponent.
- 14.5 Nothing in this Agreement is to be construed as authorizing one party to contract for or incur any obligation on behalf of the other or to act as agent for the other and nothing in this Agreement shall be construed to constitute the County and the Proponent as partners of each other.

14.6 The Proponent acknowledges that the CMHC and the Minister are not parties to this Agreement or any other agreement related to the Project.

14.7 No member of:

- a) the House of Commons or Senate of Canada;
- b) the Legislative Assembly of Ontario; or
- c) the Municipal Council constituting the County or the Municipal Council of any local municipality of the County or the governing body of any Municipal agency, Board or Commission, or any such municipalities;

shall be admitted to any share or part of any contract, agreement or commission made pursuant to this Agreement or to any benefit arising therefrom, including, without limitation any contract, agreement or commission arising from or related to the Program.

14.8 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 County and the Proponent of their respective solicitors on their behalf, who are hereby expressly authorized to this regard.

14.9 Any tender of documents or money hereunder may be made by the County or the Proponent or their respective solicitors, and it shall be sufficient that a bank draft or certified cheque may be tendered instead of cash.

14.10 This Agreement is made pursuant to and shall be governed by and construed in accordance with the laws of the Province of Ontario. Any reference to a statute in this Agreement includes a reference to all regulations made pursuant to such statute, all amendments made to such statute and regulations in force from time to time and to any statute or regulation which may be passed and which has the effect of supplementing or superseding such statute or regulations.

14.11 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.

14.12 The Parties agree that there are no representations, warranties, covenants, agreements, collateral agreements or conditions affecting the property or this Agreement other than as expressed in writing in this Agreement.

14.13 This Agreement shall be read with all changes of gender and number required by the context.

14.14 (a) The Proponent shall not transfer or convey its interest in all or any part of the Project without, subject to subsection 14.14(b), simultaneously assigning its interest in this Agreement to the transferee, which transferee shall enter into one or more agreements with the County, in a form satisfactory to the County, to assume all of the Proponent's obligations under this Agreement.

(b) The Proponent shall not assign its interest in this Agreement without the prior written consent of the County, which consent shall not be arbitrarily or unreasonably withheld.

(c) For the purpose of this Agreement, a transfer of the beneficial interest in the shares of the Proponent shall be deemed to constitute an assignment if it results in a change in the party or parties who owns or own more than fifty percent (50%) of the voting shares of the said corporation.

14.15 Each of the Parties shall, at any time and from time to time, upon not less than twenty (20) Business Days prior written notice by the other Party, execute and deliver to the

other Party a statement in writing certifying that this Agreement is in good standing, unmodified and in full force and effect, as modified, and stating the modifications. Where applicable, the statement shall state the defaults, if any, known to the Party to whom such request has been made and the action taken or proposed to be taken by such requested Party with respect to same.

- 14.16 If more than one entity is a party to this Agreement as Proponent, all references to the Proponent shall include all of the said entities and this Agreement shall be binding on each jointly and severally.
- 14.17 This Agreement shall enure to the benefit of and be binding upon the Parties hereto and their respective successors and assigns, provided that this paragraph shall in no way derogate from the provisions of Section 14.14 restricting the Proponent’s ability to assign this Agreement.

**IN WITNESS WHEREOF** this Agreement has been executed by the Parties.

THE CORPORATION OF THE COUNTY OF BRUCE

\_\_\_\_\_  
Name:  
Title: Warden

\_\_\_\_\_  
Name:  
Title: Clerk

We have authority to bind the Corporation

PROPONENT:

Per: \_\_\_\_\_  
Name:  
Title:

Per: \_\_\_\_\_  
Name:  
Title:

I/We have the authority to bind the Corporation.



## Committee Report

**To:** Warden Mitch Twolan  
Members of the Human Services Committee

**From:** Christine MacDonald  
Director of Human Services

**Date:** September 3, 2020

**Re:** Social Service Relief Fund Assistance

---

### Staff Recommendation:

That the disbursement of \$18,000 from the Social Service Relief Fund to the United Way be approved.

### Background:

Bruce County has received an emergency funding allocation under the provincial Social Services Relief Fund (SSRF) which is being delivered through the Community Homelessness Prevention Initiative (CHPI). This fund is intended to help vulnerable people during the COVID-19 crisis.

Previously approved were applications from 8 agencies, including Good Food Box; Bruce Peninsula Association for Community Living; Community Living of Walkerton, Port Elgin, and Kincardine; Salvation Army Wiarton; United Way; and REACH Grey Bruce for 24 projects. The funding requests from eligible agencies totaled \$330,990 to date.

The United Way has issued a request for further funding to assist them in helping vulnerable residents during the COVID-19 pandemic. The United Way has requested \$18,000 to hire a foodbank coordinator to make facilitate deeper connections and provide strategic direction for food needs in the County. The United Way has a Service Agreement in place and therefore will be funded through the existing agreement.

Approval as recommended in this report would total bring the disbursements total to \$348,990 to date.

### Financial/Staffing/Legal/IT Considerations:

Staff will ensure all funding is within the financial and legal parameters of the Social Service Relief Fund.

Bruce County is eligible to receive up to \$893,600 in 2020-2021, \$446,800 or 50% of which was provided on April 8, 2020. The province will provide 25% in July 2020 and the remaining payments will be based on projected and actual expenditures.

There are no staffing or IT considerations associated with this report.

**Interdepartmental Consultation:**

There was no interdepartmental consultation associated with this report.

**Link to Strategic Goals and Elements:**

Goal #3 Find creative new ways to engage our public.

**Approved by:**

A handwritten signature in black ink, appearing to read "Sandra Datars Bere". The signature is written in a cursive, flowing style.

Sandra Datars Bere  
Chief Administrative Officer



## Committee Report

**To:** Warden Mitch Twolan  
Members of the Human Services Committee

**From:** Christine MacDonald  
Director of Human Services

**Date:** September 3, 2020

**Re:** Child Care Worker and Early Childhood Educator Appreciation Day

---

### Staff Recommendation:

That the Bruce County Child Care and Early Childhood Educator Appreciation Day Promotional Strategy be endorsed.

### Background:

Child Care Worker and Early Childhood Educator Appreciation Day is on Thursday, October 22, 2020. This day recognizes the commitment, hard work and dedication of Early Childhood Educators (ECEs) and staff who work with young children.

Each year, the day is proclaimed by The Ontario Coalition for Better Child Care (OCBCC), the Canadian Union of Public Employees (CUPE), municipalities and school boards across Ontario, and is marked by hundreds of child care centres, unions, and allies.

This year's Child Care Worker and Early Childhood Educator Appreciation Day is especially important as we recover from COVID-19. Child care centres are a cornerstone of economic recovery and function to ensure that parents have the support they need to fully participate in the workforce. This year's theme is 'Rising Up'.

Staff are recommending the implementation of a Bruce County Child Care and Early Childhood Educator Appreciation Day Promotional Strategy that expresses appreciation and support for Child Care Workers and Early Childhood Educators in our community including:

- The development and provision of t-shirts for key stakeholders that include expressions of support to be worn on October 22nd and at other times throughout the year
- The development and distribution of a promotional package, outlining hashtags and slogans to be used on social media, and posters for stakeholders including local municipalities and other sector partners

Council members will be invited to participate and support this initiative by wearing a t-shirt and engaging in social media strategies on October 22, 2020, as well as displaying posters in their administration offices and other public facilities.

**Financial/Staffing/Legal/IT Considerations:**

There are no financial, staffing, legal or IT considerations associated with this report. No additional costs to the 2020 approved budget will be required.

**Interdepartmental Consultation:**

Staff will co-ordinate with the Office of the CAO for the delivery of the promotional strategy.

**Link to Strategic Goals and Elements:**

The promotion and support of Child Care Worker and Early Childhood Educator appreciation day is linked to the Bruce County Child Care and Early Years Services System Plan (2019-2024) and Business Plan priority regarding the recruitment and retention of Early Childhood Educators.

Written by: Tina Metcalfe, Children's Services Manager

**Approved by:**

A handwritten signature in black ink, appearing to read 'Sandra Datars Bere', written in a cursive style.

Sandra Datars Bere  
Chief Administrative Officer





## Committee Report

**To:** Warden Mitch Twolan  
Members of the Human Services Committee

**From:** Christine MacDonald  
Director of Human Services

**Date:** September 3, 2020

**Re:** Child Activity Assistance Program Revised

---

### Staff Recommendation:

That the revised Guidelines for the Child Activity Assistance Program be approved effective September 3, 2020.

### Background:

The Child Activity Assistance Program (CAAP) has, for several years, assisted low-income families with subsidy for the cost of program fees. The subsidy is available to families with a gross income of less than \$30,000 for their children up to the age of 18 years of age to a maximum of \$300 annually. The program was last revised in February 2017. Given the tremendous impact of COVID-19 on families, staff have conducted a review of the current program criteria and considered changes that might best support families at this time.

Staff are recommending two revisions to the program:

- Removal of the minimum contribution of \$10 or 10% for the family. This will ensure children have access to opportunities to support their healthy development regardless of whether the household is able to contribute to the activity. Additionally, the income cap and annual subsidy cap ensure that the program is reserved for those highest in need.
- That the CAAP fund provide coverage for sporting activities for eligible families where JumpStart funds have been depleted for the year.

The Child Activity Assistance Program Guideline is attached.

### Financial/Staffing/Legal/IT Considerations:

The 2020 approved budget has an allocation of \$20,000 for expenditures. The program is delivered by the existing staffing complement. There are no legal or IT considerations associated with this report.

### Interdepartmental Consultation:

There was no specific interdepartmental consultation associated with this report.

### **Link to Strategic Goals and Elements:**

Goal #5 Eliminate our own red tape

E. Focus on the internal and the external customer/client's needs first.

**Approved by:**

A handwritten signature in black ink, appearing to read "Sandra Datars Bere". The signature is fluid and cursive, with the first name "Sandra" being the most prominent part.

Sandra Datars Bere  
Chief Administrative Officer

## Child Activity Assistance Program

### What is the Bruce County Child Activity Assistance Program?

Financial assistance is available for activity and equipment or supply fees related to non-sporting programs such as school trips, school nutrition programs, extra-curricular activities, arts and cultural programs, summer camp fees, clubs, music lessons, etc. Support payments can be issued directly to service providers or reimbursed to the child's family with receipts.

Financial assistance may be available for fees and equipment or supplies related to sporting programs if local JumpStart Funds have been depleted for the current year. To apply for subsidy for recreational sporting programs such as hockey, soccer, baseball, or swimming, an application is to be submitted to the Jumpstart program online at:

<http://jumpstart.canadiantire.ca/en.html> or hardcopy applications can be picked up at any of the Bruce County Human Service office locations listed below. Ensure that you allow enough time for Jumpstart to process the application as processing time can be 4-6 weeks.

### Maximum annual subsidy available is:

- \$300 per child per calendar year for families with a gross income less than \$25,000 per year
- \$200 per child per calendar year for families with a gross income between \$25,000 and \$30,000

### Who is Eligible to Apply?

- Must be a resident of Bruce County
- A gross family income of less than \$30,000
- Subsidy is available for dependent children, living at home, under the age of 18

### How to Apply

You can download an application at <https://brucecounty.on.ca/services/human-services/child-activity-assistance-program> or pick up an application at any of the Human Services offices or at your local school.

### You'll need:

- ✓ Copy of birth verification for each child
- ✓ Verification of income
- ✓ Copy of receipt for direct reimbursement



Applications can be submitted to:

Marlene McAskill-Critchfield  
Bruce County Human Services  
30 Park Street  
PO BOX 399  
WALKERTON ON N0G 2V0  
Fax: 519-881-4324

Questions?

Contact Marlene McAskill-Critchfield at 1-800-265-3005 or 519-881-0431 for questions or if you need assistance to complete the Jumpstart application.

Office Locations:

Administration Centre  
30 Park Street  
Walkerton, Ontario  
N0G 2V0

Kincardine Resource Centre  
910 Queen Street  
Kincardine, Ontario  
N2Z 2Y2

Lakeshore Hub  
1243 MacKenzie Road  
Port Elgin, Ontario  
N0G 2C6

Peninsula Hub  
268 Berford Street  
Wiarton, Ontario  
N0H 1P0





## Committee Report

**To:** Warden Mitch Twolan  
Members of the Human Services Committee

**From:** Christine MacDonald  
Director of Human Services

**Date:** September 3, 2020

**Re:** Social Service Relief Fund Phase 2

---

### Staff Recommendation:

That the Warden and Clerk be authorized to execute the Social Service Relief Fund Phase 2 Allocation sign back letter; and,

That the Business Case be approved for submission to the province and implementation with provincial confirmation; and,

That the 2020 budget be amended as required.

### Background:

On July 2, 2020 Premier Ford announced \$150 million in new provincial funding to help protect the health and safety of the province's most vulnerable people. As well, on August 12, 2020 he announced \$212 million in funding as part of the federal-provincial Safe Restart Agreement.

The funds are being made available as part of a second phase of funding under the Social Service Relief Fund (SSRF).

The additional assistance is to meet the ongoing needs of Bruce County's most vulnerable residents, including those struggling to pay rent. Long-term housing solutions are a priority under the new funding and the business plan speaks to investments in this area to allow for greater resiliency for future pandemic waves and emergencies.

The objectives of SSRF Phase 2 funding are to:

1. Mitigate ongoing risk for vulnerable people, especially in congregate settings.
2. Encourage long-term housing-based solution to homelessness post-Covide-19; and
3. Enhance rent assistance provided to households in rent arrears due to Covid-19.

Like the initial SSRF funding, Phase 2 funding will flow through the Community Homelessness Prevention Initiative (CHPI). Amendments to the CHPI guidelines are set out in Addendum B (SSRF Phase 2 Program Guidelines).

Bruce County is eligible for \$680,180 in funding for 2020-2021.

Staff are required to submit council approved business case to the Ministry to outline how the initial planning allocation will be used.

**Financial/Staffing/Legal/IT Considerations:**

The existing staff complement will be used to administer the additional funding. The additional funding is flowing as per the parameters from the existing Transfer Payment Agreement for CHPI. There are no IT considerations.

**Interdepartmental Consultation:**

Staff will work with Corporate Services to amend the budget and review funding guidelines.


**Link to Strategic Goals and Elements:**

Goal #3 - Find creative new ways to engage the public.

Goal #5 - Eliminate our own red tape. E. Focus on the external customer/client needs first.

Goal #6 - Explore alternate options to improve efficiency, service. D. Coordinate working with other agencies.

**Approved by:**

A handwritten signature in black ink, appearing to read "Sandra Datars Bere". The signature is fluid and cursive, with the first name "Sandra" being the most prominent part.

Sandra Datars Bere  
Chief Administrative Officer

**Ministry of  
Municipal Affairs  
and Housing**

Office of the Minister  
777 Bay Street, 17<sup>th</sup> Floor  
Toronto ON M7A 2J3  
Tel.: 416 585-7000

**Ministère des  
Affaires municipales  
et du Logement**

Bureau du ministre  
777, rue Bay, 17<sup>e</sup> étage  
Toronto ON M7A 2J3  
Tél. : 416 585-7000



August 12, 2020

Mitch Twolan  
Warden, County of Bruce  
30 Park Street P.O. Box 70  
Walkerton ON N0G 2V0

Dear Mitch Twolan:

I am writing to provide you with details regarding the \$150 million in new provincial funding announced by Premier Ford and myself on July 2, 2020, and the additional \$212 million of funding announced on August 12, 2020 as part of the federal-provincial Safe Restart Agreement for a total of \$362 million.

These funds will be made available as part of a second phase of funding under the Social Services Relief Fund (SSRF), and increase the government's total SSRF investment for Service Managers and Indigenous Program Administrators to \$510 million.

I would like to acknowledge the Federal government in their role in this historic agreement. As Premier Ford has indicated, "by working together, we have united the country in the face of the immense challenges brought on by COVID-19 and secured a historic deal with the federal government to ensure a strong recovery for Ontario and for Canada".

Protecting the health and well-being of all Ontarians continues to be our government's number one priority. We appreciate your efforts to assist vulnerable people in your communities throughout the COVID-19 outbreak and understand that additional assistance is needed to meet ongoing needs, including for those struggling to pay rent. Long-term housing solutions is also a priority under SSRF Phase 2, and we encourage investments in this area to allow for greater resiliency for future pandemic waves and emergencies.

To ensure SSRF Phase 2 funding is targeted to where it is needed most, the Ministry will hold back a portion of the total SSRF Phase 2 funding from funding allocations and will determine how to allocate it in the coming months based on public health needs.

I am pleased to inform you that under SSRF Phase 2 County of Bruce will be eligible to receive an initial planning allocation of **\$680,180** in 2020-21.

In addition, and in light of the increasing pressures being experienced by Service Managers, you will receive the remainder of your initial SSRF funding, upon the Ministry receiving a full copy of this letter with the sign-back section completed and signed.

Below are additional details about the SSRF Phase 2 funding.

### **Business Case Process**

Prior to receiving SSRF Phase 2 funds, you will be required to submit a business case to the Ministry. The business case process will provide an opportunity to outline how your initial planning allocation will be used, and will assist the Ministry in ensuring that funds are being directed to communities most in need.

Business cases will be reviewed by an inter-ministerial working group, which will make recommendations on funding decisions. Your initial planning allocation could be subject to change based on COVID-19 needs and emerging public health emergencies across the province, which may result in the re-allocation of funds between service areas. Following the review process, you will be notified of your approved SSRF Phase 2 funding allocation.

The business case template is available through the Transfer Payment Ontario (TPON) system, and must be completed and submitted to the Ministry via TPON by **September 11, 2020**.

### **Program Details**

Similar to the initial SSRF funding provided to you in April 2020, SSRF Phase 2 funding will flow through the Community Homelessness Prevention Initiative (CHPI). For funding provided under SSRF Phase 2, amendments to the CHPI Program Guidelines are set out in the attached Addendum B (SSRF Phase 2 Program Guidelines).

Please note that this funding is in addition to your base 2020-21 CHPI allocation, which the Ministry previously communicated to you on April 17, 2019, and the initial SSRF funding. There will be no change to the program administration or payment process for payments under CHPI.

SSRF Phase 2 will include an operating component and two new capital components. Please refer to the SSRF Phase 2 Program Guidelines for details on eligible use of funding and project approval process.

The objectives of the SSRF Phase 2 funding are to:

1. Mitigate ongoing risk for vulnerable people, especially in congregate settings;
2. Encourage long-term housing-based solutions to homelessness post-COVID-19; and



3. Enhance rent assistance provided to households in rent arrears due to COVID-19.

In recognition of the costs you are facing, funding provided under SSRF Phase 2 may be used to offset eligible costs incurred on or after **July 2, 2020**. The Ministry will require Service Managers to submit an interim report in mid-December on the use of SSRF Phase 2 funds and projected spending.

Approved funding allocations may be subject to re-allocation or adjustment if funds cannot be spent this fiscal year based on the business case and reporting. Details on payment and reporting information can be found in the Program Guidelines for SSRF Phase 2, which are added as Addendum B to the CHPI Guidelines.

This amendment forms part of your Service Manager Service Agreement ("Agreement") and any breach of any of the terms of the Guidelines shall constitute an Event of Default under the Agreement. All other provisions of the Agreement remain in full force and effect.

You are required to sign this letter and return it to the Ministry to confirm your agreement to the terms and conditions of SSRF Phase 2 and to receive the remainder of your initial SSRF funding.

You may submit your signed confirmation via e-mail to:

Jim Adams, Director of the Housing Programs Branch  
Ministry of Municipal Affairs and Housing  
[jim.e.adams@ontario.ca](mailto:jim.e.adams@ontario.ca)

Thank you to those who participated in confidential consultation sessions, which were organized by Ontario Municipal Social Services Association (OMSSA) to inform the design of the Program Guidelines and business case. I look forward to continuing our work together as we serve the people of Ontario.

Sincerely,



Steve Clark  
Minister

Enclosures

c. Sandra Datars Bere, Chief Administrative Officer  
Christine MacDonald, Director, Human Services

The undersigned agrees to the above letter and to comply with the **Social Services Relief Fund Phase 2 Program Guidelines** attached as Addendum B, as the same may be amended by the Ministry from time to time. The undersigned further agrees to use funds from the Social Services Relief Fund Phase 2 as set out in the Community Homelessness Prevention Initiative Program Guidelines (April 2017), under the Service Manager Service Agreement, including Addendum B to this letter.

The undersigned further agrees to receive the remaining balance of its initial SSRF funding and to use the funding as set out in the Community Homelessness Prevention Initiative Program Guidelines (April 2017), under the Service Manager Service Agreement, including the Notice of Amendment set out in my letter to you dated April 1, 2020.

**Service Manager:** \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date:

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date:

I/We have authority to bind the organization.

#### **Addendum B – Social Services Relief Fund Phase 2 Program Guidelines**

# **Addendum B to the Community Homelessness Prevention Initiative Program Guidelines**

## **Ministry of Municipal Affairs and Housing Program Guidelines – Social Services Relief Fund Phase 2**

### **1 Introduction**

The housing and homelessness sectors in Ontario have had to alter the ways in which they provide services to vulnerable populations due to the COVID-19 outbreak. The Social Services Relief Fund (SSRF) Phase 2 will provide \$362 million in provincial and federal funding (federal funding through the Safe Restart Agreement) to help a diverse range of vulnerable people, create longer-term housing solutions for people in need, and ensure that the housing and homelessness sector has the tools and support that they need to safely and successfully transition to recovery.

SSRF Phase 2 builds on the province's initial \$200 million investment under the Social Services Relief Fund announced on March 23, 2020. The initial SSRF was a shared initiative between the Ministry of Municipal Affairs and Housing (MMAH) and the Ministry of Children, Community and Social Services (MCCSS), with funding provided under two streams:

1. \$148 million in block funding provided to Service Managers and Indigenous Program Administrators to support municipalities and organizations that administer social services in their response to the COVID-19 outbreak (administered by MMAH); and
2. \$52 million to individuals in financial crisis with no access to other supports, and those currently on social assistance requiring additional resources (administered by the MCCSS and delivery partners).

The initial SSRF was intended to support a range of vulnerable populations, including people living in community housing, supportive housing, people with low incomes, social assistance recipients, and others who require social services support as well as those experiencing homelessness.

Phase 2 brings the total SSRF investment for Service Managers and Indigenous Program Administrators to \$510 million (i.e., \$148 million in initial SSRF funding announced on March 23, 2020, \$150 million in SSRF funding announced on July 2, 2020, and \$212 million in additional SSRF funding announced on August 12, 2020).

SSRF Phase 2 builds on the support being delivered as part of the COVID-19 Action Plan to Protect Vulnerable Ontarians and will help Ontario safely restart its economy and become more resilient to future waves of COVID-19, which are key priorities of the federal funding under the Safe Restart Agreement.

The objectives for SSRF Phase 2 as are follows:

1. **Mitigate ongoing risk for vulnerable people, especially in congregate care settings:**
  - Where appropriate, support changes to the physical design of congregate spaces, permit physical distancing and other modifications based on public health guidance; and
  - Provide ongoing services and supports to address immediate pandemic needs of vulnerable people.
2. **Encourage longer-term housing-based solutions to homelessness post-COVID-19:**
  - Service Managers and Indigenous Program Administrators are encouraged to use funding in ways that create longer-term housing solutions, move towards client service models that are innovative, and support client and organizational readiness for potential future outbreaks or emergencies.
3. **Enhance rent assistance provided to households in rent arrears due to COVID-19:**
  - Service Managers and Indigenous Program Administrators are encouraged to consider using funding to support renter households who may be in rental arrears and at a high risk of becoming homeless.

MMAH will again be administering this investment to Service Managers through distinct components of the existing Community Homelessness Prevention Initiative (CHPI) Service Agreement.

## 1.1 Allocations

For SSRF Phase 2, all Service Managers will be provided with an initial planning allocation.

Prior to funds being flowed and allocations confirmed, Service Managers will be required to submit a business case to demonstrate how their initial planning allocations will be used to meet the objectives of the program.

The \$362 million in new funding is being allocated to Service Managers and Indigenous Program Administrators as follows:

- Five per cent for Indigenous Program Administrators:
- Remaining funds will be distributed to Service Managers.

Approximately 30 per cent of the funding set aside for Service Managers will be held back, to be allocated after the third quarter of the 2020-21 fiscal year. The ministry will determine how to allocate these funds based on how the public health situation unfolds in the coming months and interim reporting from Service Managers.

SSRF Phase 2 funding is in addition to Service Managers' base CHPI funding. It is also in addition to funding provided under the Temporary Pandemic Pay Program and SSRF Phase 1.

This funding investment may be used to offset eligible costs incurred on or after July 2, 2020.

## 1.2 Reallocation

MMAH reserves the right to reallocate funding at its sole discretion based on: a review and evaluation of business cases, consideration of COVID-19 related needs and emerging public health emergencies across the province, and/or the Service Manager's or Indigenous Program Administrator's progress towards use of the SSRF Phase 2 allocations.

## 1.3 Business Case Submission

As mentioned above, Service Managers will be required to submit a business case to demonstrate how their initial planning allocations would be used.

The purpose of the business case process is as follows:

1. To assess proposed uses of SSRF Phase 2 funding, in terms of eligibility under these Program Guidelines and alignment with local needs in their respective communities; and
2. To help ensure that program delivery planning fulfills specific criteria and reflects consideration of intersecting service systems and issues.

The Business Case Template which includes the business case criteria is attached as Schedule "B". **The deadline to submit business cases to MMAH through the Transfer Payment Ontario (TPON) system is September 11, 2020.**

MMAH will review and approve all or part of each business case with assistance from partner ministries, taking into consideration matters including community needs and spending forecasts, as well as to assess the proposed value for money. MMAH may

seek clarification and/or additional information from the Service Managers during the review process.

The following ministries will take part in an inter-ministerial working group to review the business cases along with MMAH:

- Ministry of the Attorney General (MAG); Ministry of Government and Consumer Services (MGCS); Ministry of the Solicitor General (SOLGEN); Ministry of Children, Community, and Social Services (MCCSS); Ministry of Health (MOH); Ministry of Indigenous Affairs (IAO); and Infrastructure Ontario (IO).

The business cases should aim to demonstrate how SSRF Phase 2 funding will be used to respond to local needs related to COVID-19 and include details on how the plan addresses the following criteria:

- Supports public health guidance and promotes resiliency in the event of future outbreak waves;
- Meets the short-term critical and diverse needs of various communities (e.g., Indigenous communities, clients discharged from correctional facilities, youth, seniors, those at risk of homelessness who require rent assistance and other vulnerable population groups);
- Aligns with broader service systems (e.g., emergency shelters and unsheltered needs such as encampments; supportive and transitional housing; discharge planning from correctional facilities to avoid homelessness; Violence Against Women and victim services systems);
- Aligns with the communities' long-term housing and homelessness goals, including building resiliency within their system to advance permanent housing solutions to homelessness or those at risk of homelessness;
- Supports renter households (e.g., rental assistance), who may be in rental arrears and at a high risk of becoming homeless; and
- Considers uptake of initial SSRF funding.

Service Managers are encouraged to use a variety of information sources in completing their business cases, such as: independent research; Council and Board reports; strategic planning documents; media reports; anticipated cashflow requirements; and COVID-19 data, guidelines, and enforcement requirements issued from local public health units, as appropriate.

## **1.4 Program Administration and Flexibility**

Service Managers will determine local needs and distribute the funding consistent with approved business cases, ensuring people are receiving the support they need.

There will be no requirement for a minimum or maximum amount of capital and/or operating expenses – Service Managers are best placed to determine local needs and will be provided the flexibility to determine these amounts in their business case.

However, no changes can be made between capital and operating components after January 31, 2021, except under exceptional circumstances.

## **1.5 Administration Fees**

Service Managers will be permitted to use up to three (3) per cent of their approved funding allocation for administration costs.

Program administration costs may include costs for staff involved in the planning and administration of the program. It is expected that Service Managers will ensure that program administration funds are used efficiently.

Please note that costs for staff who directly deliver services to clients are not considered administration costs under the Program Guidelines. These costs are instead considered as eligible program operating costs and may be reported as such.

## **1.6 Accountability and Reporting**

To help inform allocation of the “hold back”, Service Managers are required to submit an interim report by December 15, 2020 on use of SSRF Phase 2 funds and projected spending.

As part of the quarterly reporting requirements, Service Managers will be required to report actual expenditures for the previous financial quarter and revised projections for subsequent quarters by the relevant spending category by January 31, 2020.

In addition, for year-end reports, Service Managers will be required to report on the data collected on specific performance indicators.

Reporting under the SSRF Phase 2 will be separate from the reporting on base CHPI funding, as well as the initial SSRF funding and Temporary Pandemic Pay.

MMAH reserves the right to request additional reporting as required.

## **1.7 Audits and Reviews**

The Service Manager shall support MMAH in exercising its rights to audit and inspect the Service Manager to ensure program funding is used in compliance with these Program Guidelines as is set out in section 17 of the Service Manager’s CHPI Transfer Payment Agreement, with the necessary changes.

## **2 Operating Funding**

### **2.1 Objectives**

The intention of SSRF Phase 2 operating funding is to continue to help a diverse range of vulnerable people to meet short-term critical needs, including people living in community housing, supportive housing, people with low incomes, social assistance recipients, or others who require social services support as well as those that are experiencing homelessness.

### **2.2 Eligible Use of Funding**

All eligible operating expenses under the initial SSRF funding will be maintained under SSRF Phase 2. A wide variety of services and supports are eligible for funding.

Service Managers are required to consider the use of operating funding for rental assistance to support renter households who may be in rental arrears and at a high risk of becoming homeless, and to describe how they intend to support this in their business case.

Eligible operating expenses refer to the use of funding in any of the four service categories under CHPI: Emergency Shelter Solutions, Housing and Related Supports, Other Services and Supports and Homelessness Prevention.

The eligible operating expenses include but are not limited to:

- Building homeless shelter capacity;
- Use of motels or hotels as isolation centres or to support social distancing;
- Rental assistance such as funding for rent arrears and short-term housing allowances;
- Transportation costs;
- Food and supplies;
- Enhanced cleaning services;
- Non-medical staffing requirements (e.g., enhanced outreach services);
- Personal protective equipment; and
- Minor retrofits, alterations and repairs under \$50,000 that do not extend the useful life of pre-existing buildings or assets.

More broadly, this funding could also be used towards initiatives delivered through local service agencies like:

- Rent bank and emergency energy funds;
- Food banks and grocery gift cards;
- Community outreach to support vulnerable populations in self-isolation;



- Transportation for low-income individuals to get to and from medical appointments; and
- Funding administration needs, including staffing.

In the event of uncertainty regarding the eligibility of a specific expense, Service Managers are encouraged to contact MMAH staff to seek clarification. For contact information, please see the “MMAH Staff Contacts” section.

## **2.3 Operating Payments and Reporting**

Following the approval of SSRF Phase 2 business cases, MMAH will provide an initial payment of up to 75 per cent of operating funding to Service Managers based on projections in their approved business cases.

A subsequent operating payment will be made following the submission and approval of the Interim Report and attestation.

Service Managers will be required to report on the data collected on specific performance indicators in year-end reports. For the operating component, the year-end report will capture information according to the requirements in the existing program agreement (e.g., by service category). Additionally, given the SSRF objectives, year-end reports will require information on the number of vulnerable households assisted by vulnerable population group.

MMAH reserves the right to request additional reporting as required.

## **2.4 Return of Funding**

All eligible operating expenses must be spent by March 31, 2021.

All funding provided under the operating component that is not spent by March 31, 2021 or that is not used for an eligible expense under these Program Guidelines shall be returned to MMAH on demand.

All remedies under these Program Guidelines shall survive any termination or expiry of the Program.

## **3 Capital Funding**

### **3.1 Objectives**

Under SSRF Phase 2, capital costs will be permitted as a new area of eligible expenses. Capital funding would enable the acquisition of new, or modifications to existing facilities such as emergency shelters, supportive housing, transitional housing, and related facilities.

The objectives under this component, which includes the attached Schedule “A”, are:

- To provide longer-term housing-based solutions to homelessness post-COVID-19 outbreak;
- To better address need and to encourage movement toward client service models that are innovative, and seek to support client and organizational readiness in preparation for potential future outbreaks or emergencies; and
- To change the physical design of congregate care settings such as emergency shelters, to permit elements such as physical distancing and self-contained bedrooms and washrooms.

### **3.2 Eligible Use of Funding**

There are two components of major capital funding:

- New Facilities; and
- Retrofits and Upgrades.

Eligible uses of funding under the two components include:

- Major retrofits and upgrades to an existing Service Manager-administered emergency shelter, over-flow shelter, and/or congregate living space to help ensure shelter spaces adhere to public health directives (e.g., additions to an existing facility to allow minimum spacing of beds; self-contained bedrooms and washrooms) and support independent units aligned with more permanent forms of housing where possible;
- Purchase of a hotel, motel or other facility that would be converted/upgraded to provide longer-term housing solutions; and
- Retrofit of existing Service Manager-administered transitional or supportive housing facility, and/or creating new innovative models of transitional and supportive housing.

Other eligible costs may include labour, applicable taxes, building permits, legal fees, certificates, appraisal fees, inspection fees, drawing and specification and any other costs that the Service Manager deems reasonable and that are agreed to by MMAH.

Ongoing operating costs associated with capital projects will be the responsibility of Service Managers.

For-profit proponents may be eligible under the Retrofits and Upgrades component, however for-profit proponents are not eligible under the Capital Funding – New Facilities component.

### **3.3 Funding Commitment**

Funding under the capital component must be committed by January 31, 2021 and must be spent by December 31, 2021. Details on commitment and spending requirements are provided under each capital component section.

Any funding remaining to be committed after January 31, 2021 may be reallocated to another Service Manager or Indigenous Program Administrator.

### **3.4 Return of Funding**

All funding provided under the capital component that is not spent by December 31, 2021 or that is not used for an eligible capital expense under these Guidelines shall be returned to MMAH on demand. All remedies under these Program Guidelines shall survive any termination or expiry of the Program and/or funding for a project.

### **3.5 Capital Funding – New Facilities**

#### **3.5.1 General Eligible Activities and Costs**

Eligible projects must be one of the following:

- Acquisition and, where required, rehabilitation of existing buildings to meet program objectives;
- Conversion of an existing property to create transitional housing or permanent supportive housing and/or expanding an existing facility;
- Expansion or enhancement of a construction project in-progress to increase capacity; or
- Modular housing\*.

New conventional construction projects not currently under construction are not anticipated to be eligible given the timelines of SSRF Phase 2. However, these and other projects may be considered with supporting documentation, at the discretion of MMAH.

\*For additional clarity, modular housing is typically considered a faster construction option than conventional, new construction methods. Self-contained permanent housing units are prefabricated in a factory and then transported to the site and assembled. This option may also require the on-site construction of such things as, for example, common space, elevators, laundry, HVAC, electrical, plumbing, sewage, etc. Supportive housing services may also be provided in modular housing.

### **3.5.2 Project Submission Process**

Service Managers will solicit proposals and select projects through appropriate procurement processes to recommend to MMAH for funding approval within their allocations.

Recommended projects shall:

- Be approved by council and/or board;
- Be able to sign a Contribution Agreement along with an Agreement of Purchase and Sale (acquisition projects) or registration of mortgage security or an alternate form of security (modular housing projects) no later than January 31, 2021;
- In the case of acquisition projects, have a closing date on or before March 31, 2021;
- Commence construction, acquisition, rehabilitation and/or conversion within ninety (90) days of the date of commitment;
- Be completed by December 31, 2021;
- Meet the current Ontario Building Code, public health, and other applicable requirements;
- Include information on how the on-going operating financial requirements for the project will be met; and
- Address local housing/homelessness needs.

All projects must be submitted through the TPON system along with additional project background information such as information contained in Council/board reports. Service Managers should demonstrate a plan on how the on-going operating financial requirements for the project will be met (e.g., alternate sources of funding).

### **3.5.3 Project Approval Process**

Project approval will be based on alignment with the approved business case, consideration of the information submitted to MMAH and the ability to meet the program's eligibility criteria.

Once approved, a project will receive a Conditional Letter of Commitment from MMAH, which confirms MMAH approval and outlines the steps to take prior to signing a Contribution Agreement.

The Contribution Agreement shall describe legal obligations and reporting requirements for the project. All Service Managers are required to enter into Contribution Agreements directly with proponents and shall require the forgivable loan to be secured through a mortgage or alternate form of security.

The deadline to commit funding – i.e., execute Contribution Agreements and submit executed Agreements of Purchase and Sale (for acquisition projects), registration of mortgage security or an alternate form of security (for modular housing projects) – will be January 31, 2021, to allow time for reprofiling between operating and capital funding, or reallocation of funds if necessary.

MMAH reserves the right to return a project application for revision and resubmission if it is not consistent with the Program Guidelines.

### **3.5.4 Funding**

Funding under the Capital Funding – New Facilities component must be provided as a secured forgivable capital loan.

Service Managers are required to perform their due diligence to ensure that a project is financially viable from a construction cost and on-going operating perspective, and the program expenditures represent a prudent and best value use of public dollars.

### **3.5.5 Payment Process**

MMAH will advance funding directly to Service Managers, who will be responsible for making project payments to housing proponents.

Service Managers will advance funds to proponents based on the completion of milestones and compliance with the program requirements.

Funding for acquisition, rehabilitation and/or modular housing will be advanced to Service Managers based on the following instalments:

1. Up to 90 per cent following signing of the Contribution Agreement and,
  - a. submission of Agreement of Purchase and Sale for acquisition projects (funding will be advanced within 15 business days of the closing date); or,
  - b. registration of mortgage security or an alternate form of security (modular housing projects) that is acceptable to the ministry.
2. Remaining funding upon confirmation of completion no later than December 31, 2021.

Up to 100 per cent of the funding may be provided, if required, to finance the purchase. If the capital funding provided under the SSRF Phase 2 is insufficient to cover the cost

of the acquisition of the building and/or any rehabilitation work required, the Service Manager must demonstrate the additional funding sources being accessed to complete the project.

Funding for conversion and other projects will be based on the following instalments:

1. 50 per cent at signing of the Contribution Agreement and submission of mortgage security registration or alternate form of security that is acceptable to the ministry;
2. 40 per cent at confirmation of 50 per cent construction completion; and
3. Remaining upon confirmation of completion no later than December 31, 2021.

### 3.5.6 Reporting

Service Managers must complete a Project Information Form through the TPON System supplemented by regular milestone updates in TPON, along with detailed construction/acquisition/rehabilitation progress reports to MMAH contacts describing project progress and potential issues of concern that might delay or jeopardize the project.

Service Managers must also submit signed project checklists and documentation in the TPON System as follows:

- For acquisition projects, registration of mortgage security or an alternate form of security;
- Confirmation of Project Start (for conversion and other projects);
- Confirmation of Project Completion; and
- An Audited Financial Statement for the project within six months following project completion initial occupancy date, or such additional time acceptable to MMAH.

Project Information Forms will require Service Managers to report on the following information for performance indicators:

- Number of **new** facilities/housing (and number of units) created (i.e. acquisition, conversions, modular units) by type of housing; and
- Vulnerable population group(s) targeted for the housing project.

Housing Type	# facilities	# units
Transitional housing		
Supportive housing		
Permanent, long-term housing		
Other		

Service Managers must confirm that projects funded under the Capital Funding – New Facilities component continue to be used for their intended purpose, or for longer-term housing solutions, for a minimum period of 10 years following completion.

During the minimum 10 year intended use period, proponents may not, without MMAH's consent, dispose of assets acquired with Funds under these Program Guidelines. However, new facilities acquired by the Service Manager under this component may be sold prior to the expiry of the minimum 10-year the intended-use period, so long as the Service Manager is of the view that the facility is no longer needed for its intended use, and ensures that all proceeds are reinvested into the housing and homelessness sector. For details, please see Schedule "A".

## **3.6 Capital Funding – Retrofits and Upgrades**

### **3.6.1 General Eligible Activities and Costs**

Major eligible retrofits and upgrades over \$50,000 may include the following activities:

- Renovation, retrofitting and upgrading of existing emergency shelters, transitional housing, and permanent supportive housing facilities to meet building code standards and public health requirements (e.g., building self-contained bedrooms, adding walls/partitions, washrooms); and
- Costs for professional services associated with the activities noted above.

Other activities may be considered, with supporting documentation, at the sole discretion of MMAH.

Work must commence within 90 days of the date of the funding agreement and completed by December 31, 2021. Copies of all financial invoices must be kept for reporting and audit purposes.

### **3.6.2 Project Submission and Approval Process**

The Service Manager is responsible for selecting all eligible projects, monitoring progress, completion of projects, quality of work, and for advancing funds.

Once an eligible project has been approved by the Service Manager, a completed Project Information Form along with an executed loan agreement and promissory note securing the funding must be entered and submitted in the TPON System for ministry review and approval to commit the funding.

MMAH reserves the right to return a project application for revision and resubmission if it is not consistent with the Program Guidelines.

### **3.6.3 Funding**

Funding must be provided to proponents in the form of a forgivable loan based on the cost of the work items approved by the Service Manager. Loans are to be secured by a mortgage registered on title upon project completion.

### **3.6.4 Payment Process**

Funding will be advanced to Service Managers and based on the following instalments:

1. 50 per cent when a completed Project Information Form along with an executed loan agreement between the Service Manager and proponent, and signed promissory note are submitted and approved by MMAH in TPON;
2. 40 per cent at confirmation of 50 per cent project completion; and
3. 10 per cent at confirmation of final project completion and mortgage registered on title.

MMAH may consider a higher upfront payment based on local need with supporting documentation.

Service Managers must ensure project status is updated and documents are posted in TPON on an on-going basis. Retrofit and Upgrade activities must start within 90 days of the date of the funding agreement.

Service Managers are responsible for project selection and approval, monitoring progress and completion of projects, quality of work, and for the advancement of funds. Retrofit and Upgrade activities must be completed by December 31, 2021.

### **3.6.5 Reporting**

Service Managers are required to report quarterly to MMAH on the status of each project during its retrofit and upgrade activities. Service Managers must regularly update progress on project activities and payments to proponents through the TPON system. Confirmation of construction start and completion for each project must be submitted in TPON.

Project Information Forms will require Service Managers to report on the following information for performance indicators:



- Number of facilities (and number of units) **upgraded/retrofitted** (i.e., physical changes made to facilities in response to the COVID-19 outbreak, such as adding walls) to permit physical distancing, by type of housing; and
- Vulnerable population group(s) targeted for the housing project.

<b>Housing Type</b>	<b># facilities</b>	<b># units</b>
Emergency shelter		
Transitional housing		
Supportive housing		
Permanent, long-term housing		
Other		

Service Managers are required to confirm that projects continue to be used for its intended purposes, or for longer-term housing solutions, for a minimum period of five years following completion of upgrade/retrofit projects.

## 4 Important Dates

SSRF Phase 2 will be delivered according to the following timelines:

Activity	Date
Deadline to submit business cases to MMAH	September 11, 2020
Inter-ministerial working group reviews business cases	September 2020
Business cases are approved and initial operating payments are issued	October 2020
Interim Report due	December 15, 2020
Third Quarter Report due	January 31, 2021
Deadline to commit capital funding	January 31, 2021
Deadline to spend operating funding	March 31, 2021
SSRF Year End Report and Final Attestation due	May 31, 2021
Deadline to complete capital projects	December 31, 2021

## 5 MMAH Staff Contacts

Questions regarding SSRF Phase 2 may be directed to the respective MMAH Municipal Services Office (MSO) or Housing Programs Branch staff contact, as noted below:

Region & Contact	Contact Information
Toronto and Indigenous Program Administrators: Bailey Anderson <ul style="list-style-type: none"> <li>Serving Toronto, Ontario Aboriginal Housing Services and Miziwe Biik Development Corporation</li> </ul>	<a href="mailto:Bailey.Anderson@ontario.ca">Bailey.Anderson@ontario.ca</a>
MSO Central: Ian Russell <ul style="list-style-type: none"> <li>Serving Durham, Halton, Hamilton, Muskoka, Niagara, Peel, Simcoe, and York</li> </ul>	<a href="mailto:Ian.Russell@ontario.ca">Ian.Russell@ontario.ca</a>
MSO Eastern: Mila Kolokolnikova <ul style="list-style-type: none"> <li>Serving Cornwall, Hastings, Kawartha Lakes, Kingston, Lanark, Leeds and Grenville, Lennox and Addington, Northumberland, Ottawa, Peterborough, Prescott and Russell, and Renfrew</li> </ul>	<a href="mailto:Mila.Kolokolnikova@ontario.ca">Mila.Kolokolnikova@ontario.ca</a>
MSO Western: Tony Brutto <ul style="list-style-type: none"> <li>Serving Brantford, Bruce, Chatham-Kent, Dufferin, Grey, Huron, Lambton, London, Norfolk, Oxford, St. Thomas, Stratford, Waterloo, Wellington, and Windsor</li> </ul>	<a href="mailto:Tony.Brutto@ontario.ca">Tony.Brutto@ontario.ca</a>
MSO Northeastern: Cindy Couillard <ul style="list-style-type: none"> <li>Serving Algoma, Cochrane, Greater Sudbury, Manitoulin-Sudbury, Nipissing, Parry Sound, Sault Ste. Marie, and Timiskaming</li> </ul>	<a href="mailto:Cindy.Couillard@ontario.ca">Cindy.Couillard@ontario.ca</a>
MSO Northwestern: Andrew Carr <ul style="list-style-type: none"> <li>Serving Kenora, Rainy River, and Thunder Bay</li> </ul>	<a href="mailto:Andrew.Carr@ontario.ca">Andrew.Carr@ontario.ca</a>

## **SCHEDULE “A” CAPITAL COMPONENT**

### **1. Interpretation.**

- (1) In this Schedule “A”, capitalized terms have the meaning given to them herein and the following terms shall have the following meanings:

**“Intended Use”** means the intended use of the Project once it is complete, as set out in the Project Information Form for the Project;

**“Intended Use Period”** means the minimum ten (10) year period following the date of the Project completion for new facilities or conversion Projects;

**“Capital Component”** means the Capital Component under the Program Guidelines and this Schedule “A”;

**“Conditional Letter of Commitment”** means a letter issued by the Minister of Municipal Affairs and Housing confirming approval of a Project under the Capital Component subject to conditions;

**“Contribution Agreement”** means an agreement entered into by the Recipient and a Proponent for the construction, acquisition and/or rehabilitation of, or the conversion of a property into a Project and which shall set out the terms for a forgivable loan, including mortgage security;

**“Development Activities”** means those activities which are normally undertaken for the development, construction, rehabilitation or conversion of buildings for residential purposes, including the acquisition of property;

**“Permitted Encumbrances”** means (i) the construction, acquisition, rehabilitation and/or conversion financing in respect of the Project approved by the Recipient, (ii) if the Project is to be added to, or part of, a building with an existing mortgage, the existing mortgage on the building up to the amount owing under it prior to putting the construction, acquisition, rehabilitation and/or conversion financing in place (iii) any necessary easements for the supply of domestic utility or telecommunications services to the Project or adjacent properties, (iv) any necessary easements for drainage, storm or sanitary sewers, public utility lines, or other services which do not materially affect the use of the property as residential dwellings; (v) any registered municipal agreements and registered agreements with publicly regulated utilities providing such have been complied with, and (vi) any registered restrictions that run with the land providing such are complied with;

**“Program”** means the Social Services Relief Fund Phase 2 Program set out in the Program Guidelines, including this Schedule “A”;

**“Program Guidelines”** means the Guidelines for the Program forming part of the Recipient’s TPA;

**“Project”** means the construction, acquisition, and/or rehabilitation of, or the conversion of a property into, a facility contemplated by the Program Guidelines, or the resulting facility as the context may require;

**“Project Information Form”** means the project information form submitted by the Recipient to the Province for consideration of the construction, acquisition, and/or rehabilitation of, or the conversion of a property into, a Project;

**“Proponent”** means a Proponent selected by the Recipient to carry out a Project;

**“Recipient”** means the Service Manager, as applicable; and

**“TPA”** means the Recipient’s Transfer Payment Agreement for Community Homelessness Prevention Initiative, as applicable.

- (2) In the event of a conflict or inconsistency between the provisions of this Schedule and the provisions of an Appendix, the provisions of this Schedule shall prevail.
  - (3) All references in this Schedule to section numbers are references to sections of this Schedule unless stated otherwise.
  - (4) This Schedule does not apply with respect to the Retrofit and Upgrade portion of the Capital Component included in the Program Guidelines.
2. **Proposed Projects.** The Recipient shall submit to the Province a Project Information Form for each Project that it would like funded. The Project Information Form must be approved by the Recipient’s council, through delegated authority or by the Board, as applicable. The Recipient shall update the Project Information Form in accordance with the Program Guidelines, in the event of a project milestone being achieved and/or in the event of any proposed change.
  3. **Project Eligibility.** Each Project must comply with the project eligibility requirements set out in the Program Guidelines, including the following:
    - (a) all acquisitions/purchases must be procured in accordance with procurement policies adopted and maintained under the Municipal Act, 2001;
    - (b) the Project must have all required municipal approvals such as zoning, minor variances, land severances, or site plan approvals in place to permit the proposed development, or be well advanced in the planning approvals process;

- (c) the Project must be financially viable from a construction and operating cost perspective based on Recipient confirmation;
  - (d) the Project must meet current Ontario Building Code requirements;
  - (e) the completed Project must comply with the Program Guidelines; and
  - (f) the Recipient must have a plan in place to ensure that the Project will be used for its Intended Use for the entire Intended Use Period.
4. **Conditional Letter of Commitment.** If the Province approves the Project, the Province shall advise the Recipient of the approval and provide the Recipient with a Conditional Letter of Commitment.
5. **Changes.** The Recipient shall advise and request approval from the Province for any changes to the Project(s) which may affect how the Project will be used.
6. **Contribution Agreement.** Following the approval of each Project by the Province, the Recipient shall, where a Proponent other than the Recipient will own the Project, arrange for an appropriate form of Contribution Agreement with the Proponent to be executed.
7. **Funding Conditions.**
- (1) Before the Recipient enters into a Contribution Agreement with a Proponent for an approved Project, the Recipient shall:
    - (a) ensure that the Proponent has disclosed all of its creditors, debt and the proposed construction, acquisition, rehabilitation and/or conversion costs in full; and
    - (b) confirm to the Province the source and availability of adequate ongoing funding for any acquisition of property or Development Activities for the Project and the support services that will be made available to the public through the Project once complete.
  - (2) The Recipient shall ensure that the Contribution Agreement with each Proponent requires the Proponent to comply with the requirements of the Capital Component, and, if the Project involves Development Activities, includes obligations to:
    - (a) complete the construction of the approved Project within construction budgets and financing approved by the Recipient and required timelines;
    - (b) ensure that until construction of the approved Project is complete (i) all claims for lien registered against the Project(s) are promptly vacated, (ii) the Proponent does not incur any additional construction financing, capital

or operating debt related to the Project without the Recipient's consent (iii) the Project(s) are not encumbered by any registered encumbrances other than Permitted Encumbrances, (iv) the Proponent remains in good standing under the Permitted Encumbrances and (v) any work orders issued against the Project(s) by any governmental entity, agency or official are addressed to the satisfaction of the Recipient;

- (c) obtain all the insurance the a reasonably prudent person carrying out the Project would obtain, including at least \$2,000,000 in commercial general liability insurance, and all other the insurance required by the main body of the TPA read as if it applied to the Proponent and/or the Proponent's Project, and including:
- (i) Builder's Risk Insurance (property insurance) for the full replacement value of the completed construction projects, 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;
    - 3. waiver of subrogation; and
    - 4. loss payable in favour of the Recipient and the Indemnified Parties.
  - (ii) Boiler and Machinery Insurance (including pressure objects, machinery objects and service supply objects) on a comprehensive basis. The policy must include the following:
    - 1. repair and/or replacement value;
    - 2. stated amount co-insurance;
    - 3. waiver of subrogation; and
    - 4. loss payable in favour of the Recipient and the Indemnified Parties.
  - (iii) 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 Recipient, the Indemnified Parties, all other contractors, sub-contractors, suppliers and/or tradesmen while working on the site, engineers, architects, consultants or other person which the Recipient 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 tenant's legal liability;
7. hoist liability;
8. firefighting and forest fire fighting expense liability;
9. employer's liability and voluntary compensation;
10. non-owned automobile liability;
11. directors, officers, employees, shareholders, the Recipient and the Indemnified Parties added as insureds and/or additional insureds;
12. 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;
13. 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
14. thirty (30) days written notice of cancellation.

(iv) 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(s);

- (d) provide to the Recipient valid insurance and WSIA certificates evidencing the above coverage;
- (e) use its property insurance proceeds to repair or rebuild the Project(s) in the event of damage to all or part of them;
- (f) require the Proponent to use the Funds provided for the Project only for eligible expenses in connection with the Project and use the Project for its Intended Use for the entire Intended Use Period;
- (g) refund to the Recipient any misused funds; and
- (h) provide the reports and other things to the Recipient needed to enable the Recipient to comply with requirements of the Program Guidelines and this Schedule "A", including the reporting requirements.



- (3) The Recipient agrees that, where it is to be the owner of a Project, the provisions of subsection 7(2) apply to it with the necessary changes.
- (4) The Recipient shall ensure that each Contribution Agreement contains provisions to the effect that,
- (a) the payment of funds is subject to the necessary appropriations from the Provincial Legislature and the Province shall have no liability to the Recipient or the Proponent in case there are insufficient appropriations for the payments, or in case the total appropriations available for the Province's undertakings are insufficient for all of the Province's undertakings; and
  - (b) the provision by the Recipient of Funds to the Proponent in respect of its Project(s) is subject to the terms and conditions for funding under the Program Guidelines, including this Schedule A".
8. **Payments.** Funds shall be paid in accordance with the Program Guidelines.
9. **Acknowledgement.** The Recipient acknowledges that the requirements in this Schedule "A" relating to the Project(s) are not all that is required, advisable and/or prudent in connection with their construction.
10. **Contribution Agreement Deadline.** No Contribution Agreement under this Schedule can be signed after January 31, 2021, or such earlier or later date as may be determined by the Province and communicated by the Province to the Recipient by Notice.
11. **Monitoring.** The Recipient shall monitor the construction of all Projects which have received a funding allocation to determine whether the Proponents carry out all Development Activities in such manner and within such time periods as are set out in the Contributions Agreement and the Program Guidelines, including this Schedule "A".
12. **Construction, Acquisition, Rehabilitation and/or Conversion Budget and Financing.** The Recipient shall ensure that any property for an approved Project is acquired and that approved Project(s) are constructed by Proponents(s) within construction, acquisition, rehabilitation and/or conversion budgets and financing approved by the Recipient.
13. **Construction Start.** The Recipient shall use its best efforts to ensure that construction for each approved Project commences within the timelines contemplated by the Program Guidelines unless such period is extended by the Province. Despite anything to the contrary in this Agreement, if construction for an approved Project has not commenced within those timelines or the end of the

extended period, whichever is applicable, the Recipient or the Province may cancel the Funds for the Project.

14. **Construction, Acquisition, Rehabilitation and/or Conversion Completion.** Construction, acquisition, rehabilitation and/or conversion for each approved Project must be completed by December 31, 2021. Despite anything to the contrary in this Agreement, if construction for an approved Project is not completed by that date, the Province may cancel the Funds for the Project.
15. **Confirmation of Construction Start.** The Recipient shall provide the Province with a completed Confirmation of Construction Start at the start of construction of each Project, within ten (10) days of the start of construction of the Project.
16. **Proof of Completion.** The Recipient shall provide the Province with proof that that the Project is complete and may be used for its Intended Use.
17. **Enforcing Contribution Agreement.** The Recipient shall, after consultation with and if required by the Province, use its best efforts to enforce the terms of all Contribution Agreements and Security.
18. **Notices.** The Recipient shall immediately inform the Province in writing of the following matters as soon as it becomes aware of them:
  - (a) a request by a Proponent to transfer responsibility for an approved Project to another entity;
  - (b) any failure by the Proponent to carry out Development Activities which threatens the completion of an approved Project;
  - (c) if the construction, acquisition, rehabilitation and/or conversion of an approved Project has not commenced within ninety (90) days of the date of the Commitment for the Project;
  - (d) any substantial breach by the Proponent of its Contribution Agreement with the Recipient;
  - (e) the Proponent becoming bankrupt or insolvent or taking the benefit of any act now or hereafter in force for bankrupt or insolvent debtors or filing any proposal or making any assignment for the benefit of creditors or any arrangement or compromise;
  - (f) the appointment of a receiver or a receiver and manager for all or a portion of an approved Project;
  - (g) the taking of any steps or any action or the institution of any proceedings by a 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;

- (h) if the construction, acquisition, rehabilitation and/or conversion, repair and/or upgrade activity has not been or is not likely to be completed by December 31, 2021; and
  - (i) any significant changes to a Proponent's business structure.
- 19. **Intended Use.** The Recipient shall ensure that each completed Project is used for its Intended Use for the entire Intended Use Period.
- 20. **Disposition of Acquired Facilities.** For Projects acquired by the Recipient for the purposes of the Program, the Recipient may dispose of the Project after the expiry of the Intended Use Period, or at an earlier date if the Recipient is of the view that the Project is no longer needed for its Intended Use, provided that the Recipient has complied with the Program Guidelines, including this Schedule "A," and the Recipient reinvests the proceeds of disposition, if any, in the housing and homelessness sector.
- 20. **Additional Events of Default.**
  - (1) If,
    - (a) a Proponent does not complete construction, acquisition, rehabilitation and/or conversion of an approved Project;
    - (b) a Proponent ceases to use the Project for its Intended Use during the Intended Us Period;
    - (c) a Proponent uses the Funds provided to it by the Recipient for a purpose other than that contemplated by the Project Information Form; or
    - (d) one of the events referred to in section 18 has occurred in relation to a Proponent,

the Province may suspend, reduce or cease funding in relation to the Project, shall have no obligation to provide any further Funds in respect of that Proponent and shall have no liability for any consequential or other damages and/or liability incurred by the Recipient or the Proponent as a result of the suspension, reduction and/or cessation of funding.
  - (2) For greater certainty, the above rights are in addition to any other rights the Province may have under the TPA and any other rights the Province may have at law.
- 21. **Component Availability.** Subject to the termination rights in the TPA, the Capital Component is available from the Effective Date until, and shall expire on, December 31, 2021 (plus the Intended Use Period). All remedies herein shall indefinitely survive any termination or expiry of the Capital Component

## SCHEDULE “B”

### **SSRF Phase 2 Business Case Template – Service Managers**

#### **Table of Contents**

1. Introduction	Pages 2-3
2. Key Areas of Consideration for Business Case Submissions	Pages 3-4
3. Ministry Contacts	Page 5
4. Description of Evaluation Ratings for Questions	Pages 5-6
5. Business Case Questions	Pages 6-16

## **Introduction**

Thank you for your interest in participating in the Social Services Relief Fund (SSRF) Phase 2 initiative. As noted in the initial planning allocation letter from The Honourable Steve Clark, Minister of Municipal Affairs and Housing, Service Managers are required to submit a business case to the Ministry of Municipal Affairs and Housing (MMAH) prior to funding being flowed.

The purpose of the business case process is as follows:

1. To assess Service Managers' proposed uses of SSRF Phase 2 funding, in terms of eligibility under Program Guidelines, and alignment with local needs in their respective communities; and
2. To ensure that Service Managers' program delivery planning fulfills specific criteria and reflects consideration of intersecting service systems and issues (see Questions on pages 6-16).

Please submit your completed business case to MMAH by **September 11, 2020 at 5:00 p.m.** Business cases must be submitted through the Transfer Payment Ontario (TPON) system.

Please note, MMAH is not prescribing a specific level of authority to approve business cases. Service Managers should follow their respective organization's approval process to approve the business case, prior to submitting it to the Ministry. Please also note that Service Manager approval does not guarantee that the business case will be satisfactory to meet the objectives for additional funding.

The level of detail required in responding to each question should be scaled against the types of activities being proposed. For example, fewer details would be needed to propose operating expenses being used to expand existing services for vulnerable people, in comparison to a new and large-scale capital expense (e.g., acquisition or modular housing) being proposed.

MMAH staff will review all business cases received by the deadline with colleagues from the following ministries: Attorney General (MAG); Government and Consumer Services (MGCS); Solicitor General (SOLGEN); Children, Community, and Social Services (MCCSS); Health (MOH); Indigenous Affairs (IAO); and Infrastructure Ontario (IO).

This inter-ministerial approach aims to encourage a diversity of perspectives when reviewing submissions, and to ensure that business cases are consistent with key areas of focus across the health, housing and homelessness, and social services sectors. For more information about the Key Areas of Consideration, please see pages 3-4.

It is anticipated that every Service Manager will be notified of the final decision regarding their business case by early October 2020, with initial funding anticipated to flow shortly thereafter.

Initial planning allocations for SSRF Phase 2 funding are subject to business case review. MMAH reserves the right to adjust allocations based on: the business cases received; Service Managers' progress in using their SSRF Phase 2 allocation; and to ensure that SSRF Phase 2 funding aligns with ongoing COVID-19 related needs, and the potential for emerging or new public health emergencies across Ontario.

To ensure SSRF Phase 2 funding is targeted to where it is needed most, MMAH will hold back a portion of the total SSRF Phase 2 funding from funding allocations, and will determine how to allocate it in the coming months based on public health needs.

Service Managers should consider the objectives and performance indicators as outlined in the Program Guidelines when completing their business case.

SSRF Phase 2 will include an operating component and two new capital components. Please refer to the SSRF Phase 2 Program Guidelines for details on eligible uses of funding and the project approval process.

### **Key Areas of Consideration for Business Case Submissions**

As noted above, business cases will be reviewed by staff from several provincial ministries, who will examine submissions to ensure that they consider key areas of focus for the health, housing and homelessness, and social services sectors. These key areas are as follows:

- Providing assistance to vulnerable members of communities across the province, including: people who are homeless or at-risk of becoming homeless; low-income households; social assistance recipients; people without jobs; households who depend on housing supports to maintain stable housing; people whose financial situation is precarious due to the COVID-19 crisis; people who live in community and supportive housing; and people who depend on social services to meet their basic needs.
  - Some populations, such as racialized communities, youth, seniors, survivors of domestic violence and human trafficking and LGBT2SQ, may be particularly vulnerable and therefore may warrant special consideration in the development of business cases.
  - For more information about vulnerable populations, please see Ontario's *COVID-19 Action Plan for Vulnerable People* available at: <https://www.ontario.ca/page/covid-19-action-plan-protecting-vulnerable-ontarians>.

- Assisting social service providers (e.g., Violence Against Women (VAW) services) with accommodation and support services, which are presently at capacity due to physical distancing requirements (this is resulting in vulnerable populations turning to local housing and homelessness systems).
- Promoting the re-design of congregate care settings such as emergency shelters, to move away from traditional approaches (e.g., bunk beds, shared common areas, close spacing) towards more permanent/independent housing solutions that better allow for physical distancing and other measures to protect the safety and well-being of residents and staff. Capital projects such as acquisition, conversion, and modular home developments are in scope for this funding. For more information, please refer to the Program Guidelines.
- Promoting cost effectiveness of service delivery in congregate care settings (e.g., renting space versus owning a building in order to provide services and supports, or vice versa, as well as the cost effectiveness of permanent housing versus emergency shelters).
- Supporting the housing needs of individuals released into the community from provincial institutions (e.g., health institutions, correctional facilities, and the child welfare system), where some individuals may be at risk of entering into homelessness.
- Supporting renter households (e.g., rental assistance), who may be in rental arrears and at a high risk of becoming homeless.
- Providing culturally responsive and appropriate housing and homelessness supports to Indigenous people.
  - Indigenous populations are over-represented among those experiencing homelessness and are more likely to experience health conditions that may increase vulnerability to COVID-19, particularly in high-risk congregate care settings such as emergency shelters.
  - There is also a significant demand for Indigenous safe spaces for temporary housing, testing, self-isolation, and recovery from COVID-19, including within rural and urban settings.

## **MMAH Contacts**

If you have any questions regarding the completion of this business case, please contact your respective MMAH Municipal Services Office (MSO) or Housing Programs Branch staff contact, as noted below:

Toronto and Indigenous Partners: <b>Bailey Anderson</b>	<a href="mailto:Bailey.Anderson@ontario.ca">Bailey.Anderson@ontario.ca</a>
MSO Central: <b>Ian Russell</b> <ul style="list-style-type: none"><li>Serving: Durham, Halton, Hamilton, Muskoka, Niagara, Peel, Simcoe, and York</li></ul>	<a href="mailto:Ian.Russell@ontario.ca">Ian.Russell@ontario.ca</a>
MSO Western: <b>Tony Brutto</b> <ul style="list-style-type: none"><li>Serving: Brantford, Bruce, Chatham-Kent, Dufferin, Grey, Huron, Lambton, London, Norfolk, Oxford, St. Thomas, Stratford, Waterloo, Wellington, and Windsor</li></ul>	<a href="mailto:Tony.Brutto@ontario.ca">Tony.Brutto@ontario.ca</a>
MSO Northeastern: <b>Cindy Couillard</b> <ul style="list-style-type: none"><li>Serving: Algoma, Cochrane, Greater Sudbury, Manitoulin-Sudbury, Nipissing, Parry Sound, Sault Ste. Marie, and Timiskaming</li></ul>	<a href="mailto:Cindy.Couillard@ontario.ca">Cindy.Couillard@ontario.ca</a>
MSO Northwestern: <b>Andrew Carr</b> <ul style="list-style-type: none"><li>Serving: Kenora, Rainy River, and Thunder Bay</li></ul>	<a href="mailto:Andrew.Carr@ontario.ca">Andrew.Carr@ontario.ca</a>
MSO Eastern: <b>Mila Kolokolnikova</b> <ul style="list-style-type: none"><li>Serving: Cornwall, Hastings, Kawartha Lakes, Kingston, Lanark, Leeds and Grenville, Lennox and Addington, Northumberland, Ottawa, Peterborough, Prescott and Russell, and Renfrew</li></ul>	<a href="mailto:Mila.Kolokolnikova@ontario.ca">Mila.Kolokolnikova@ontario.ca</a>

## **Description of Evaluation Ratings for Questions**

In the event of significant changes to the public health environment, the Ministry reserves the right to revise allocations in order to address emergency/critical situations.

Responses will be evaluated using a qualitative approach, in order to confirm initial planning allocations, and will rate submissions as “satisfactory”, “needs more detail”, or “unsatisfactory”.

### **Satisfactory:**

Responses fully address the information requested in each question, and clearly demonstrate a link to the “Key Areas of Consideration for Business Case Submissions” criteria. Evidence is also provided to reinforce each response (e.g., reference to a source document). Evaluators have few or no follow-up questions for the Service Manager. The end result of a satisfactory business case is to seek clarification on a few



questions during the review process, if applicable, confirmation of the initial planning allocation, and flowing of funds as originally communicated in the Minister's allocation letter.

**Needs More Detail:**

Responses partially address the information requested in each question, and partially demonstrate a link to the "Key Areas of Consideration for Business Case Submissions". Some evidence is provided to reinforce each response (e.g., reference to a source document), however not a complete amount. Evaluators have some follow-up questions for the Service Manager. The end result of a business case which needs more detail is to seek more information and clarification during the review process from the Service Manager prior to flowing funds as originally communicated in the Minister's allocation letter.

**Unsatisfactory:**

Responses do not satisfactorily address the information requested in each question, and do not demonstrate a compelling link to the "Key Areas of Consideration for Business Case Submissions". Little to no evidence is provided to reinforce each response (e.g., reference to a source document). Evaluators have a significant number of follow-up questions for the Service Manager. The end result of an unsatisfactory business case is to seek more information and clarification during the review process from the Service Manager and consider adjusting the initial planning allocation.

**Business Case Questions**

In responding to the questions below, Service Managers encouraged to make references to:

- Independent research;
- Council and Board reports;
- Strategic planning documents;
- Media reports;
- Anticipated cashflow requirements; and
- COVID-19 data, guidelines, and enforcement requirements issued from local public health units, as appropriate

Please be clear and concise in your responses in the business case in order to minimize the amount of follow-up required. If more space is required, a separate document may be submitted as an appendix to the business case submission. The level of detail required in responding to each question will depend on the type and scale of activities being proposed. For example, fewer details would be needed to propose operating expenses being used to expand existing services for vulnerable people, in comparison to a new and/or large-scale capital expense (e.g., acquisition and modular housing) being proposed.

<b>Service Manager:</b>	
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<b>Initial Planning Allocation (as indicated in the allocation letter):</b>	\$
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**Question 1**

- a) Please describe the current COVID-19 experience in your Service Manager area from March 2020 to present (e.g., number of confirmed cases; related deaths; urgent public health emergencies; impacts on the economy and social service capacity). Elaborate on any leading and innovative practices to address COVID-19, and any challenges and risks your area has experienced. Please include statistics that show the change in services between pre- and post-COVID-19, to help reviewers understand the impact of COVID-19 in your community.
- b) Will your SSRF Phase 2 initial planning allocation be sufficient to meet the level of need in your community? How is the level of need in your community being determined?

**Note:** The intent of this question is to better understand the needs and challenges in your communities. This response will not impact the overall assessment of your business case.

**Question 1 a) Response:**

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**Question 1 b) Response:**

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**Question 2**

Has your initial SSRF funding already been fully spent? If the answer is no, please provide a rationale. Will your initial SSRF funding plan change with the additional funding provided? Please elaborate.

**Question 2 Response:****Question 3**

- a) Have your local priorities shifted due to the COVID-19 pandemic? Please explain. Have your planned investments under other affordable housing, supportive housing, and homelessness programs (e.g., the Ontario Priorities Housing Initiative (OPHI); the Canada-Ontario Community Housing Initiative (COCHI); and the Community Homelessness Prevention Initiative (CHPI)) been diverted due to COVID-19 related pressures? If so, please describe the fiscal impact of these changes and what activities/initiatives have been deferred as a result.
- b) Please describe how your SSRF Phase 2 funding would be used in accordance with your long-term housing and homelessness goals, and in the context of the following documents: local COVID-19 recovery plans and housing strategies; Investment Plans under other affordable housing, supportive housing, and homelessness programs; and your updated Housing and Homelessness Plan.

**Question 3 a) Response:**

**Question 3 b) Response:**

**Question 4**

Please describe how your SSRF Phase 2 funding would be used to promote resiliency in your local housing and homelessness system in the event of future pandemic waves (e.g., advancing permanent housing solutions to homelessness), and how you will adhere to public health guidance, as well as municipal COVID-19 recovery strategies and plans.

**Question 4 Response:**

**Question 5**

Please describe how your operating and capital funding would be used to benefit the broader service systems in your community (e.g., emergency shelters and unsheltered needs such as encampments; supportive and transitional housing; discharge planning from correctional facilities to avoid homelessness; social assistance; Violence Against Women and victim services systems).

**Question 5 Response:**

**Question 6**

Please describe how your SSRF Phase 2 funding would be used to meet the critical and diverse needs of clients in your communities (including Indigenous communities, clients discharged from correctional facilities, youth, seniors, and other vulnerable population groups). For more information about vulnerable population groups, please see pages 3-4.

**Question 6 Response:**

**Question 7**

Please provide the following information:

- How is your initial planning allocation anticipated to be used in each fiscal quarter (Q2 to Q4 in 2020-21). Please indicate your anticipated cashflow for operating expenses and capital commitments in the chart below.
- **Note:** Operating cash flow will be advanced based on need up to 75% of your operating allocation for your first payment;
- The anticipated number of households to be assisted;
- The anticipated number of capital spaces/facilities to be created/retrofitted;

- The anticipated activities/services for which your SSRF Phase 2 funding would be used (operating and capital funding);
- Steps taken to ensure that operating funding will be spent by **March 31, 2021**, and capital funding committed by **January 31, 2021** (completion by **December 31, 2021**); and;
- Risks, mitigation strategies, and steps taken to address capacity challenges.

**Question 7 Response:**

**Projected Cashflow and Commitments Q2 to Q4 (2020-21)**

Activity	Quarter 2	Quarter 3	Quarter 4	Total	Number of Households Assisted	Number of units created/renovated
<b>Emergency Shelter Solutions</b> (e.g., operating funding used for shelters, motels/hotels)	\$	\$	\$	\$	#	N/A
<b>Housing with Related Supports</b> (e.g., operating funding used for housing allowances)	\$	\$	\$	\$	#	N/A
<b>Services and Supports</b> (e.g., operating funding used for food security, cleaning, personal protective equipment, transportation)	\$	\$	\$	\$	#	N/A
<b>Homelessness Prevention</b> (e.g., operating funding for landlord outreach and mediation, shelter diversion programs) <u>Do not</u> include funds for emergency financial assistance in the form of payment of rental arrears or rent banks here; indicate below.*	\$	\$	\$	\$	#	N/A
<b>*Homelessness Prevention – Rent relief</b> (e.g., operating	\$	\$	\$	\$	#	N/A

funding for short-term rent relief or rent bank initiatives)						
<b>Capital Component – New Facilities</b> (e.g., acquisition, conversion, modular housing)	\$	\$	\$	\$	#	#

<b>Capital Component – Upgrades to existing facilities</b> (e.g., renovations of existing facilities)	\$	\$	\$	\$	#	#
<b>Administration Fees</b> (up to 3% of total allocation)	\$	\$	\$	\$	N/A	N/A
<b>Total</b>	\$	\$	\$	\$	#	#

### Question 8

- Rental assistance is an eligible operating expense under CHPI and the initial \$148 million in SSRF funding. Please describe how renters at risk of becoming homeless due to rent arrears have been assisted through these existing programs.
- With the lifting of the moratorium on evictions, what is the projected need for rent assistance that you anticipate in your service area? How will you mitigate the risk of an increase in homelessness related to a potential increase in eviction applications due to rental arrears?

### Question 8 a) Response:

Please indicate the following:

- Funding amount(s) allocated to assist renter households at risk of homelessness under existing programs (e.g., CHPI)
- Number of households supported this fiscal year under existing programs.

**Question 8 b) Response:**

**Please indicate the following:**

- **How much SSRF Phase 2 funding will be allocated towards assisting renter households at risk of becoming homeless?**
- **How many households do you estimate will be assisted given the potential rent arrears that may have accumulated in your service area?**

**Question 9**

**Please complete this section if proposing funding under the Capital Component. Please provide your best projected information below.**

**Note: Capital projects are subject to final approval through the Project Information Form in TPON.**

Please outline why your capital project(s) would be the best use of funds (e.g., availability of facility space in your community; rationale for renting versus owning a space to provide services; renovate/update, re-design, and new spacing within existing or new facilities to meet local public health requirements), and how program objectives will be met (e.g., assisting vulnerable people with long-term housing solutions).

Please outline the following for each proposed project:

- Specify the Capital Component
- When proposed capital projects will be committed (refer to Program Guidelines for key dates)
- Estimated timing for construction start/renovation work, and completion (refer to Program Guidelines for key dates)
- Proposed funding amount and number of units created/ renovated per proposed capital project
- How ongoing operating costs related to the capital project(s) will be addressed, and note if you are working with partners regarding obtaining and/or developing facility space (e.g., Infrastructure Ontario; interested proponents; local service agencies)



- Explain if any other sources of funding will be used for your capital project(s), to address full project costs

**Question 9 Response:**

**Question 10**

Please outline how funding will be delivered in a quick and timely manner (e.g., leveraging existing community partnerships; strengthening outreach activities; adding funds to an existing service; stacking with other funding opportunities; streamlining client intake and assessment; and taking lessons learned from other funding initiatives into consideration, such as temporary pandemic pay).

**Question 10 Response:**

**Question 11**

Please describe your contingency plan if your proposed capital project(s) cannot be funded by the Ministry or completed once approved. Please outline how funds could be redirected promptly to an alternative capital project (if applicable), or eligible operating expenses within the fiscal year.

**Question 11 Response:****Question 12**

If additional funding were to become available in the future (i.e., reallocations of funds, or the allocation of holdback funding), what other initiatives/projects would you undertake to address immediate pandemic needs and long-term housing-based solutions to homelessness post-COVID-19? Please provide a detailed description on how you could potentially use additional funds and deliver in an expedited manner.

**Question 12 Response:**

**Additional Information**

If you would like to provide any additional information, please do so here.

**Additional Information Response:**

# **Schedule “B”**

## **SSRF Phase 2 Business Case Template**

### **SSRF Phase 2 Business Case Template – Service Managers**

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1. Introduction	Pages 2-3
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3. Ministry Contacts	Page 5
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## Schedule “B”

# SSRF Phase 2 Business Case Template

### Introduction

Thank you for your interest in participating in the Social Services Relief Fund (SSRF) Phase 2 initiative. As noted in the initial planning allocation letter from The Honourable Steve Clark, Minister of Municipal Affairs and Housing, Service Managers are required to submit a business case to the Ministry of Municipal Affairs and Housing (MMAH) prior to funding being flowed.

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## **Schedule “B”**

### **SSRF Phase 2 Business Case Template**

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## **Schedule “B”**

### **SSRF Phase 2 Business Case Template**

- Assisting social service providers (e.g., Violence Against Women (VAW) services) with accommodation and support services, which are presently at capacity due to physical distancing requirements (this is resulting in vulnerable populations turning to local housing and homelessness systems).
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- Supporting the housing needs of individuals released into the community from provincial institutions (e.g., health institutions, correctional facilities, and the child welfare system), where some individuals may be at risk of entering into homelessness.
- Supporting renter households (e.g., rental assistance), who may be in rental arrears and at a high risk of becoming homeless.
- Providing culturally responsive and appropriate housing and homelessness supports to Indigenous people.
  - Indigenous populations are over-represented among those experiencing homelessness and are more likely to experience health conditions that may increase vulnerability to COVID-19, particularly in high-risk congregate care settings such as emergency shelters.
  - There is also a significant demand for Indigenous safe spaces for temporary housing, testing, self-isolation, and recovery from COVID-19, including within rural and urban settings.

## Schedule “B”

### SSRF Phase 2 Business Case Template

#### MMAH Contacts

If you have any questions regarding the completion of this business case, please contact your respective MMAH Municipal Services Office (MSO) or Housing Programs Branch staff contact, as noted below:

Toronto and Indigenous Partners: <b>Bailey Anderson</b>	<a href="mailto:Bailey.Anderson@ontario.ca">Bailey.Anderson@ontario.ca</a>
MSO Central: <b>Ian Russell</b> <ul style="list-style-type: none"> <li>Serving: Durham, Halton, Hamilton, Muskoka, Niagara, Peel, Simcoe, and York</li> </ul>	<a href="mailto:Ian.Russell@ontario.ca">Ian.Russell@ontario.ca</a>
MSO Western: <b>Tony Brutto</b> <ul style="list-style-type: none"> <li>Serving: Brantford, Bruce, Chatham-Kent, Dufferin, Grey, Huron, Lambton, London, Norfolk, Oxford, St. Thomas, Stratford, Waterloo, Wellington, and Windsor</li> </ul>	<a href="mailto:Tony.Brutto@ontario.ca">Tony.Brutto@ontario.ca</a>
MSO Northeastern: <b>Cindy Couillard</b> <ul style="list-style-type: none"> <li>Serving: Algoma, Cochrane, Greater Sudbury, Manitoulin-Sudbury, Nipissing, Parry Sound, Sault Ste. Marie, and Timiskaming</li> </ul>	<a href="mailto:Cindy.Couillard@ontario.ca">Cindy.Couillard@ontario.ca</a>
MSO Northwestern: <b>Andrew Carr</b> <ul style="list-style-type: none"> <li>Serving: Kenora, Rainy River, and Thunder Bay</li> </ul>	<a href="mailto:Andrew.Carr@ontario.ca">Andrew.Carr@ontario.ca</a>
MSO Eastern: <b>Mila Kolokolnikova</b> <ul style="list-style-type: none"> <li>Serving: Cornwall, Hastings, Kawartha Lakes, Kingston, Lanark, Leeds and Grenville, Lennox and Addington, Northumberland, Ottawa, Peterborough, Prescott and Russell, and Renfrew</li> </ul>	<a href="mailto:Mila.Kolokolnikova@ontario.ca">Mila.Kolokolnikova@ontario.ca</a>

#### Description of Evaluation Ratings for Questions

In the event of significant changes to the public health environment, the Ministry reserves the right to revise allocations in order to address emergency/critical situations.



## **Schedule “B”**

### **SSRF Phase 2 Business Case Template**

Responses will be evaluated using a qualitative approach, in order to confirm initial planning allocations, and will rate submissions as “satisfactory”, “needs more detail”, or “unsatisfactory”.

#### **Satisfactory:**

Responses fully address the information requested in each question, and clearly demonstrate a link to the “Key Areas of Consideration for Business Case Submissions” criteria. Evidence is also provided to reinforce each response (e.g., reference to a source document). Evaluators have few or no follow-up questions for the Service Manager. The end result of a satisfactory business case is to seek clarification on a few questions during the review process, if applicable, confirmation of the initial planning allocation, and flowing of funds as originally communicated in the Minister’s allocation letter.

#### **Needs More Detail:**

Responses partially address the information requested in each question, and partially demonstrate a link to the “Key Areas of Consideration for Business Case Submissions”. Some evidence is provided to reinforce each response (e.g., reference to a source document), however not a complete amount. Evaluators have some follow-up questions for the Service Manager. The end result of a business case which needs more detail is to seek more information and clarification during the review process from the Service Manager prior to flowing funds as originally communicated in the Minister’s allocation letter.

#### **Unsatisfactory:**

Responses do not satisfactorily address the information requested in each question, and do not demonstrate a compelling link to the “Key Areas of Consideration for Business Case Submissions”. Little to no evidence is provided to reinforce each response (e.g., reference to a source document). Evaluators have a significant number of follow-up questions for the Service Manager. The end result of an unsatisfactory business case is to seek more information and clarification during the review process from the Service Manager and consider adjusting the initial planning allocation.

#### **Business Case Questions**

In responding to the questions below, Service Managers encouraged to make references to:

- Independent research;
- Council and Board reports;
- Strategic planning documents;
- Media reports;
- Anticipated cashflow requirements; and
- COVID-19 data, guidelines, and enforcement requirements issued from local public health units, as appropriate

## Schedule “B”

### SSRF Phase 2 Business Case Template

Please be clear and concise in your responses in the business case in order to minimize the amount of follow-up required. If more space is required, a separate document may be submitted as an appendix to the business case submission. The level of detail required in responding to each question will depend on the type and scale of activities being proposed. For example, fewer details would be needed to propose operating expenses being used to expand existing services for vulnerable people, in comparison to a new and/or large-scale capital expense (e.g., acquisition and modular housing) being proposed.

<b>Service Manager:</b>	Bruce County
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<b>Initial Planning Allocation (as indicated in the allocation letter):</b>	\$680,180
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#### **Question 1**

- a) Please describe the current COVID-19 experience in your Service Manager area from March 2020 to present (e.g., number of confirmed cases; related deaths; urgent public health emergencies; impacts on the economy and social service capacity). Elaborate on any leading and innovative practices to address COVID-19, and any challenges and risks your area has experienced. Please include statistics that show the change in services between pre- and post-COVID-19, to help reviewers understand the impact of COVID-19 in your community.
- b) Will your SSRF Phase 2 initial planning allocation be sufficient to meet the level of need in your community? How is the level of need in your community being determined?

**Note:** The intent of this question is to better understand the needs and challenges in your communities. This response will not impact the overall assessment of your business case.

#### **Question 1 a) Response:**

As of August 20, 2020, the Grey Bruce Public Health Unit has reported 127 cases of Covid-19. There have been no Covid-19 deaths reported. Specifically, in Bruce County there has been 27 cases of Covid-19 reported. As at August 25<sup>th</sup> there are zero active cases in Grey Bruce Public Health region.

## **Schedule “B”**

### **SSRF Phase 2 Business Case Template**

Except for the VAW shelter, Women’s House Serving Bruce and Grey, there are no other emergency shelters in Bruce County. The YMCA Housing Program administers the Emergency Shelter Solutions in Bruce County, using motels spaces, strategically located in several municipalities. The YMCA Housing Program has been instrumental in working with motel owners to garner extra rooms in order to meet the need. As well, Bruce County has secured the third floor of a local hotel to house any residents who test positive or are presumed positive and have nowhere to self-isolate.

There has been a 61% increase in Emergency Shelter spending from March 2020 – June 2020 as compared to the same period in 2019.

#### **Question 1 b) Response:**

Yes, provided the epidemiology as it relates to COVID-19 remains stable it is anticipated that the SSRF Phase 2 funding will be sufficient to meet the need in our community. We are working with community partners to provide data on the need in the community. We have formed a Housing & Homelessness table to develop a coordinated response to need across the region.

#### **Question 2**

Has your initial SSRF funding already been fully spent? If the answer is no, please provide a rationale. Will your initial SSRF funding plan change with the additional funding provided? Please elaborate.

#### **Question 2 Response:**

The initial SSRF funding has not been fully spent. As noted previously the context of COVID-19 presence within the vulnerable sector has been minimal, while the economic impacts have been greater.

Given the local context the spending of the initial investment was planned for a phased approach. The focus of the first phase has been providing funding supports to the agencies and organizations that are supporting the vulnerable sector to meet the demand for service that they are experiencing as it relates to COVID-19. This has included support for food security, emergency shelter, rent arrears and housing support.

At receipt of the initial investment it was planned to reserve funds for a second phase that is focused on delivery of funds and support directly to impacted community members. There is expected to be an increased demand for the residents when the CERB ends and Landlord Tenant Board activity resumes. The second phase of the

## Schedule “B”

### SSRF Phase 2 Business Case Template

initial SSRF funding will assist in providing funds to ensure greater housing stability and prevent further homelessness.

#### **Question 3**

- a) Have your local priorities shifted due to the COVID-19 pandemic? Please explain. Have your planned investments under other affordable housing, supportive housing, and homelessness programs (e.g., the Ontario Priorities Housing Initiative (OPHI); the Canada-Ontario Community Housing Initiative (COCHI); and the Community Homelessness Prevention Initiative (CHPI)) been diverted due to COVID-19 related pressures? If so, please describe the fiscal impact of these changes and what activities/initiatives have been deferred as a result.
- b) Please describe how your SSRF Phase 2 funding would be used in accordance with your long-term housing and homelessness goals, and in the context of the following documents: local COVID-19 recovery plans and housing strategies; Investment Plans under other affordable housing, supportive housing, and homelessness programs; and your updated Housing and Homelessness Plan.

#### **Question 3 a) Response:**

The strategic commitment to developing a people-focused, collaborative solution-based system of strategies to drive the plan remains consistent with a focus on increasing affordable housing; increasing housing support options and a coordinated systems approach through strong partnerships has remained key to decision making. identified in our local housing and homelessness plan

Our operational priorities did shift in response to the pandemic which meant retiming of planned action and diverting staff resource to most pressing of needs. Through some redeployment of staff working in other areas of the Human Services department Bruce County was able to fully rollout the Canada Ontario Housing Benefit. The planned investments in OPHI or COCHI have not changed. We are working with community partners to ensure the CHPI program is targeted to changing needs of our residents.

As reported in the Bruce County Human Services Q2 Business Plan update, specific actions outlined in our Housing & Homelessness Plan have been deferred to 2021. These include delegations at local municipalities. However, we are taking great strides to create meaningful partnerships with our local community, including our Indigenous partners to finding housing solutions for our most vulnerable residents.

#### **Question 3 b) Response:**

The SSRF Phase 2 funding will be used to complement our Housing & Homelessness Plan immediate actions and Bruce County’s Covid-19 Recovery Plan.

## **Schedule “B”**

### **SSRF Phase 2 Business Case Template**

Specifically, the funds will assist in creating additional affordable housing stock through Housing Allowance and Rent Supplement investments. Additionally, the investment will serve to increase housing support options via the partnerships outlined in the Housing and Homelessness Plan and the Business Case.

The health and well-being of our residents is of utmost importance. The recovery plan takes cautious but strong steps to re-opening. As we cautiously reopen, it is an opportune time to build on relationships with our partners to develop a strong housing network to provide on-going and regular support to our most vulnerable residents, including those exiting provincial institutions.

#### **Question 4**

Please describe how your SSRF Phase 2 funding would be used to promote resiliency in your local housing and homelessness system in the event of future pandemic waves (e.g., advancing permanent housing solutions to homelessness), and how you will adhere to public health guidance, as well as municipal COVID-19 recovery strategies and plans.

#### **Question 4 Response:**

In the event of a future pandemic wave, the SSRF Phase 2 funding will be used to promote resiliency by maintaining community partnerships to offer permanent support solutions to homelessness.

Bruce County has a COVID-19 Response and Recovery Strategy that have been developed in consultation with key partners. Senior management has regular contact and consultation with our local public health medical officer of health and public health teams and will continue to adhere to all guidance from public health officials. Additionally, Bruce County Human Services is working collaboratively with service organizations that are serving vulnerable individuals via the Bruce Grey Poverty Task Force which has coordinated COVID-19 response and recovery to leverage resources and capacity and address gaps in community.

Bruce County specifically has identified in the Housing and Homelessness Plan that “Coordinated systems and strong partnerships” is a key strategy in finding permanent solutions. Navigating the system can be daunting and confusing pre-COVID and as such there is an even greater need for a coordinated approach. In partnership with broader health services and other social service delivery providers, as well as neighbouring Grey County, the SSRF 2 will support the development of a regional byname list as a starting point to ensure appropriate services are delivered as required and that no person is missed.

#### **Question 5**

Please describe how your operating and capital funding would be used to benefit the broader service systems in your community (e.g., emergency shelters and

## Schedule “B”

### SSRF Phase 2 Business Case Template

unsheltered needs such as encampments; supportive and transitional housing; discharge planning from correctional facilities to avoid homelessness; social assistance; Violence Against Women and victim services systems).

#### **Question 5 Response:**

Bruce County’s operating funding will be used to benefit our emergency shelter solutions by continuing to work with local motels to provide rooms for homeless individuals. The YMCA Housing Program will continue to coordinate motel stays and work with motel to owners to consider longer term accommodations and transitional housing opportunities.

In partnership with Grey County, the YMCA Housing Program, CMHC and the healthcare system we will consider more supportive and transitional housing opportunities to assist the most vulnerable residents in securing and maintaining housing.

Bruce County is continuing to advance efforts in internal Human Service integration, including components of delivery of the social assistance and housing supports and services. Human services integration will provide a more comprehensive system for residents requiring income and housing assistance. Bruce County Human Services continues to work in partnership with a number of community level planning and action tables to meet needs in the local context including such partnerships as the Grey Bruce Poverty Task Force, the Community Drug and Alcohol Strategy of Bruce and Grey, the Grey Bruce Healthy Communities Partnership and the Community Safety and Well-Being Planning Advisory Committee for the Communities of Bruce and Grey.

#### **Question 6**

Please describe how your SSRF Phase 2 funding would be used to meet the critical and diverse needs of clients in your communities (including Indigenous communities, clients discharged from correctional facilities, youth, seniors, and other vulnerable population groups). For more information about vulnerable population groups, please see pages 3-4.

#### **Question 6 Response:**

Over the past 5 months we have seen an increase in the homeless population and the diverse needs of various groups including youth, seniors and the Indigenous population.

To address the diverse needs of these communities, in partnership with Grey County, the YMCA Housing Program (shelter & homelessness prevention supports), CMHA (mental health and addiction supports), M’Wikwedong (Native Cultural Friendship Centre) and the local hospitals we been working to develop a Housing Response Table to respond to the acute housing needs of our most vulnerable residents. As a

## Schedule “B”

### SSRF Phase 2 Business Case Template

collaboration, we are in the process of developing a byname list to wrap services around individuals with diverse needs.

The current systems provide various data on existing communities. We will use real time data on needs and demands to assign the SSRF Phase 2 funding to meet the critical and diverse needs of our residents.

#### Question 7

Please provide the following information:

- How is your initial planning allocation anticipated to be used in each fiscal quarter (Q2 to Q4 in 2020-21). Please indicate your anticipated cashflow for operating expenses and capital commitments in the chart below.
- **Note:** Operating cash flow will be advanced based on need up to 75% of your operating allocation for your first payment;
- The anticipated number of households to be assisted;
- The anticipated number of capital spaces/facilities to be created/retrofitted;
- The anticipated activities/services for which your SSRF Phase 2 funding would be used (operating and capital funding);
- Steps taken to ensure that operating funding will be spent by **March 31, 2021**, and capital funding committed by **January 31, 2021** (completion by **December 31, 2021**); and;
- Risks, mitigation strategies, and steps taken to address capacity challenges.

#### Question 7 Response:

As indicated below, Bruce County anticipates spending the full allocation for operating expenses. Specifically, SSRF Phase 2 funding will be used for Emergency Shelter Solutions, Homelessness Prevention, and Homelessness Prevention – Rent Relief. Bruce County is providing continued support in Housing with Related Supports and Services and Supports with SSRF Phase 1 funding.

SSRF Phase 2 funding will assist in meeting the increase in households using emergency services in Bruce County. The YMCA Housing Program has been instrumental in providing outreach services to homeless households and will continue to meet service standards with SSRF Phase 2 funding. The YMCA Housing Program has reported a larger increase in homeless households along the lakeshore and in the northern region of the County. SSRF Phase 2 funded will be used to increase the outreach services required.

As well, in partnership with the YMCA Housing Program, CMHA and the local healthcare system, SSRF Phase 2 funding will support the creation of a byname list, which assist in the development of a coordinated access system and prioritization at a household level to access the flow of homelessness in our community, so we are able to provide streamlined service based on need.

## Schedule "B"

### SSRF Phase 2 Business Case Template

The development of a rental arrears relief program will assist households who have lost some or all their income due to the pandemic and are now at risk of eviction. Staff will work with local service providers to develop guidelines in accordance with CHPI and local needs.

Our Housing & Homelessness Plan will guide our decision making and staff will work with local planning and action tables to ensure local needs are being met in a timely manner.

#### Projected Cashflow and Commitments Q2 to Q4 (2020-21)

Activity	Quarter 2	Quarter 3	Quarter 4	Total	Number of Households Assisted	Number of units created/renovated
<b>Emergency Shelter Solutions</b> (e.g., operating funding used for shelters, motels/hotels)	\$26,250	\$39,375	\$39,375	\$105,000	#275	N/A
<b>Housing with Related Supports</b> (e.g., operating funding used for housing allowances)	\$0	\$0	\$0	\$0	#0	N/A
<b>Services and Supports</b> (e.g., operating funding used for food security, cleaning, personal protective equipment, transportation)	\$0	\$0	\$0	\$0	#0	N/A
<b>Homelessness Prevention</b> (e.g., operating funding for landlord outreach and mediation, shelter diversion programs) <u>Do not</u> include funds for emergency financial assistance in the form of payment of rental arrears or rent banks here; indicate below.*	\$73,260	\$73,260	\$73,260	\$219,780	#215	N/A
<b>*Homelessness Prevention – Rent relief</b> (e.g., operating funding for short-term rent relief or rent bank initiatives)	\$0	\$167,500	\$167,500	\$335,000	#76	N/A
<b>Capital Component – New Facilities</b> (e.g., acquisition, conversion, modular housing)	\$0	\$0	\$0	\$0	#0	#0



## Schedule “B”

### SSRF Phase 2 Business Case Template

<b>Capital Component – Upgrades to existing facilities</b> (e.g., renovations of existing facilities)	\$0	\$0	\$0	\$0	#0	#0
<b>Administration Fees</b> (up to 3% of total allocation)	\$6800	\$6800	\$6800	\$20,400	N/A	N/A
<b>Total</b>	\$106,310	\$286,935	\$286,935	\$680,180	#566	#0

#### Question 8

- a) Rental assistance is an eligible operating expense under CHPI and the initial \$148 million in SSRF funding. Please describe how renters at risk of becoming homeless due to rent arrears have been assisted through these existing programs.
- b) With the lifting of the moratorium on evictions, what is the projected need for rent assistance that you anticipate in your service area? How will you mitigate the risk of an increase in homelessness related to a potential increase in eviction applications due to rental arrears?

#### Question 8 a) Response:

**Please indicate the following:**

- **Funding amount(s) allocated to assist renter households at risk of homelessness under existing programs (e.g., CHPI)**
- **Number of households supported this fiscal year under existing programs.**

Currently, households at risk of eviction can apply to Bruce County’s Housing Stability Fund for assistance with rent or utility arrears. The current guidelines provided up to \$900 for a single/couple and up to \$1400 for a family. The 2020/2021 CHPI investment plan as \$200,000 allocated to rent and/or utility arrears.

- \$45,510 has been spent of the \$200,000 allocated to assist households at risk of homelessness (April – July)
- 49 households have been assisted this fiscal year (April-July)

#### Question 8 b) Response:

**Please indicate the following:**

- **How much SSRF Phase 2 funding will be allocated towards assisting renter households at risk of becoming homeless?**

## Schedule “B”

### SSRF Phase 2 Business Case Template

- **How many households do you estimate will be assisted given the potential rent arrears that may have accumulated in your service area?**

We anticipate an increase in the number of households at risk for eviction when CERB dollars cease and the LTB is fully resumed.

To mitigate the risk of an increase in homelessness, Bruce County, in partnership with the YMCA Housing Program, is working with the Grey Bruce Legal Clinic to identify and assist individuals and families at risk of eviction before they are required to attend Landlord Tenant Board hearings.

To reduce the number of residents evicted from their homes, Bruce County will develop a time-limited targeted Rental Relief Program that responds specifically to the COVID-19 impacts, funded with SSRF Phase 2 dollars. Relief will be targeted to households who have suffered income reduction or total job loss due to the pandemic.

Last year 256 households with rent arrears applied to the Housing Stability Fund. In consultation with community partners we predict the number of people at risk of eviction due to Covid-19 will be approximately 1/3 or 78 households. Residents who did not lose their income due to the pandemic will continue to apply to the Housing Stability Fund.

Approximately \$335,000 will be used to assist renter households at risk of eviction.

#### **Question 9**

**Please complete this section if proposing funding under the Capital Component. Please provide your best projected information below. Note: Capital projects are subject to final approval through the Project Information Form in TPON.**

Please outline why your capital project(s) would be the best use of funds (e.g., availability of facility space in your community; rationale for renting versus owning a space to provide services; renovate/update, re-design, and new spacing within existing or new facilities to meet local public health requirements), and how program objectives will be met (e.g., assisting vulnerable people with long-term housing solutions).

Please outline the following for each proposed project:

- Specify the Capital Component
- When proposed capital projects will be committed (refer to Program Guidelines for key dates)

## Schedule “B”

### SSRF Phase 2 Business Case Template

- Estimated timing for construction start/renovation work, and completion (refer to Program Guidelines for key dates)
- Proposed funding amount and number of units created/ renovated per proposed capital project
- How ongoing operating costs related to the capital project(s) will be addressed, and note if you are working with partners regarding obtaining and/or developing facility space (e.g., Infrastructure Ontario; interested proponents; local service agencies)
- Explain if any other sources of funding will be used for your capital project(s), to address full project costs

#### **Question 9 Response:**

Pre-COVID-19 the vacancy rate for residential as quite low and little serviced land was available for advancing development of affordable housing. The residential housing market in Bruce County has experienced an increase in the market demand which creates a challenging set of conditions particularly with the tight timelines for this program. Typically, the volume of shelter needs can be managed within existing processes. As such the SSFR Phase 2 is focussed on operational solutions.

#### **Question 10**

Please outline how funding will be delivered in a quick and timely manner (e.g., leveraging existing community partnerships; strengthening outreach activities; adding funds to an existing service; stacking with other funding opportunities; streamlining client intake and assessment; and taking lessons learned from other funding initiatives into consideration, such as temporary pandemic pay).

#### **Question 10 Response:**

Bruce County has long-standing partnerships with the YMCA Housing Program and CMHC to deliver homelessness programs. These partnerships are key in leveraging a quick response to program funding. With extra funding these organizations can increase opportunities for outreach and support services. Additionally, Bruce County Human Services continues to work in partnership with several community level planning and action tables to meet human service needs.

#### **Question 11**

Please describe your contingency plan if your proposed capital project(s) cannot be funded by the Ministry or completed once approved. Please outline how funds could be redirected promptly to an alternative capital project (if applicable), or eligible operating expenses within the fiscal year.

## Schedule “B”

### SSRF Phase 2 Business Case Template

**Question 11 Response: N/A**

**Question 12**

If additional funding were to become available in the future (i.e., reallocations of funds, or the allocation of holdback funding), what other initiatives/projects would you undertake to address immediate pandemic needs and long-term housing-based solutions to homelessness post-COVID-19? Please provide a detailed description on how you could potentially use additional funds and deliver in an expedited manner.

**Question 12 Response:**

Extra funding would be used to leverage and increase support for residents by continuing to work with local planning tables and community partners to continually assess need and required resources.

With the development of a functioning byname list we can effectively match people with services and identify gaps that need to be addressed. If received, additional funding will be used to address the identified gaps in service.

**Schedule “B”**  
**SSRF Phase 2 Business Case Template**

**Additional Information**

If you would like to provide any additional information, please do so here.

**Additional Information Response:**



## Committee Report

**To:** Warden Mitch Twolan  
Members of the Human Services Committee

**From:** Christine MacDonald  
Director of Human Services

**Date:** September 3, 2020

**Re:** Q2 Child Care and Fee Subsidy Report

### Staff Recommendation:

The Q2 Licensed Child Care and Fee Subsidy report is for information.

### Background:

The Children's Services Programs support families to locate and access affordable childcare throughout the County.

### OneList Child Care Registry

In an effort to better track, monitor and respond to local system pressures, Bruce County uses OneList, an online childcare registration system, to allow families to locate, register and apply for childcare in licensed facilities. In turn, the system's data provides County staff with a snapshot of information, quantifying childcare needs in each demographic area by municipality.

Pending the re-opening of licensed child care centres at the end of Q2, families were encouraged to apply for child care using Bruce County's OneList system.

Since Q1, the number of active child applications has increased by 60. Just over 50% of the increase in applications was in the municipality of Saugeen Shores.

### Fee Subsidy

For eligible families, childcare fee subsidy is available with priority given to families with income levels lower than \$40,000 per annum.

Applicants Municipality	Number of Active Child Applications
Arran Elderslie	117
Brockton	164
Huron Kinloss	52
Kincardine	261
North Bruce Peninsula	14
Saugeen Shores	367
South Bruce	48
South Bruce Peninsula	54
Grey County	57
Huron County	17
Wellington County	3
Other	21
<b>Total</b>	<b>1175</b>

As at Q2, there were no families receiving fee subsidy as a result of the mandatory closures of Licensed Child Care Centres and Licensed Home Child Care Providers in Bruce County due to the COVID-19 Pandemic.

#### **Financial/Staffing/Legal/IT Considerations:**

Staff monitor subsidy and eligibility closely to ensure compliance. Expenditures are forecasted monthly to ensure participant fee allocations do not exceed the annual budget. The revenue received from the province and budgeted for the purpose of fee subsidy will be under review as part of the funding reconciliation with the Ministry of Education for the mandatory closure period, emergency child care period and “re-open” period. There are no staffing, legal or IT considerations associated with this report.

#### **Interdepartmental Consultation:**

There was no specific interdepartmental consultation required for this report.

#### **Link to Strategic Goals and Elements:**

Although there is no specific link to the Strategic Goals and Elements, the coordinated management of the Bruce County Child Care and Fee Subsidy Program is in keeping with our strategic values of efficient, coordinated governance and client centric focus and is in alignment with the Child Care & Early Years’ Service System Plan: 2019-2024.

Written by: Tina Metcalfe, Children’s Services Manager

#### **Approved by:**



Sandra Datars Bere  
Chief Administrative Officer



## Committee Report

**To:** Warden Mitch Twolan  
Members of the Human Services Committee

**From:** Christine MacDonald  
Director of Human Services

**Date:** September 3, 2020

**Re:** Child Care and Early Years Funding Update

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### Staff Recommendation:

The Child Care and Early Years Funding Update is received for information.

### Background:

On March 17, 2020, the Premier of Ontario declared a state of emergency, and ordered the closure of all licensed child care centres and EarlyON Child and Family Centres.

On March 21, 2020 the Ministry of Education advised they would continue to fund Consolidated Municipal Service Managers / District Social Services Administration Boards (CMSM/DSSAB) at the funding levels confirmed in their October 25, 2019 funding allocations memo. At that time, the Ministry directed CMSMs and DSSABs to continue to flow funding to child care centres and agencies.

On May 11, 2020 the Ministry of Education revised the funding approach and indicated that all child care centres would be required to apply for Federal COVID-19 Economic Response Plan funding to support staffing costs retroactively to March 15, 2020. Further, that funding would be provided for other eligible fixed monthly overhead costs

CMSMs/DSSABs were advised by the Ministry to work directly with child care operators (with purchase of service agreements) in their areas to confirm the fixed overhead costs of operators and the applicable 25% tenant portion of rent under Ontario Canada Emergency Commercial Rent Assistance (OCECRA) program.

CMSMs/DSSABs were informed by the province that top-up funding for salaries and wages of child care workers during the closure period that were above the Canada Emergency Wage Subsidy would need to be funded by municipal or federal funding.

The Ministry of Education further advised that provincial funding, including salaries and wages, would be provided for the days/hours worked for EarlyON virtual programming and Special Needs Resourcing support, as well as for expenses related to the provision of Emergency Child Care.



The Ministry signaled that funding would be reconciled starting in August 2020.

### **Funding Guidance for Reopening Child Care**

On June 11, 2020 the Ministry of Education released the [Funding Guidance During COVID-19 Pandemic Child Care Reopening](#) document outlining the funding parameters that CMSMs/DSSABs must follow while supporting operators and the child care sector during the child care reopening period until the end of August. The funding parameters can be summarized by the following points:

- Available federal supports in Canada's COVID-19 Economic Response Plan must continue to be maximized.
- Funding will be provided to assist with reduced capacity in child care centres that reopen and increased personal protective equipment (PPE) and cleaning costs (over and above regular cleaning costs prior to COVID-19).
- Funding will also be provided to support the increased staffing levels required in child care centres for reopening (such as, screening, cleaning, coverage etc.).
- Funding continues to be provided following the sustainability plan principles (i.e. funding parameters during the closure period) for child care centres and EarlyON Child and Family Centres that remain closed in the reopening phase, to support eligible fixed overhead costs and EarlyON virtual programming.
- School Boards will be required to not charge rent for child care centres located in schools during this phase of child care reopening until schools reopen in September.
- Provincial wage enhancement funding resumes for portion for wage enhancement not covered by CEWS (including full Wage Enhancement for staff not eligible under CEWS)
- Funding will be provided to support the proportion of operating costs (such as eligible fixed overhead and rent) as a result of vacancies/reduced capacity.
- Provincial funding to support reopening child care will be contingent on operators not increasing parent fees. Operators will need to maintain parent fees at a pre-closure level (i.e. in March 2020) until the end of August. CMSMs/DSSABs should work with operators to ensure that parent fees will not be higher than the fees charged prior to the closure period.

### **Funding Reconciliation Parameters**

The Ministry of Education has advised that they will work in partnership with CMSMs/DSSABs in a flexible and supportive way, while ensuring the reconciliation process is completed following the established parameters, such as:

- Expenditures must meet the parameters outlined by the Ministry for the sustainability plan and for the reopening phases. The Ministry will continue to work closely with partners throughout the reopening phases.
- No repayment of funds is expected from CMSMs/DSSABs. Based on the reconciliation, should there be funds owing to the Ministry related to the closure period and reopening phases, it will be offset from a future cash flow payment, and this will apply as we move forward to the reopening phases.

It was noted that the reconciliation should not place undue hardship on municipal budgets. Further, that it is expected that Federal ELCC funding and municipal contributions will be sufficient to cover the 25% top-up portion of wages and if there is a shortfall, provincial

funding can be used to support this commitment in order to not create undue municipal pressures.

### **Funding Reconciliation Timelines**

The reconciliation timeline options below are intended to provide CMSMs/DSSABs with key dates for submissions. The Ministry of Education has advised that cash flows will be updated subsequent to the reconciliation process.

#### **Scenario 1: Emergency Child Care and Closure Period Submitted Together**

	<b>Template Submitted to Ministry</b>	<b>Ministry Review and Approval</b>	<b>Allocation confirmed</b>	<b>Cash Flow Adjustment</b>
<b>Emergency Child Care &amp; Closure Period</b>	Aug 31 <sup>st</sup>	Sept - Nov	Nov - Dec	Winter 2021
<b>Reopening</b>	Oct 15 <sup>th</sup>	Oct - Dec	Dec - Jan	Winter 2021

#### **Scenario 2: Emergency Child Care Submitted Before Closure Period & Reopening**

	<b>Template Submitted to Ministry</b>	<b>Ministry Review and Approval</b>	<b>Allocation confirmed</b>	<b>Cash Flow Adjustment</b>
<b>Emergency Child Care</b>	Aug 31 <sup>st</sup>	Sept - Nov	Nov - Dec	Winter 2021
<b>Closure Period</b>	Sept 30 <sup>th</sup>	Oct - Dec	Dec - Jan	Winter 2021
<b>Reopening</b>	Oct 15 <sup>th</sup>	Oct - Dec	Dec - Jan	Winter 2021

Pending further consultation with the Ministry of Education, staff will plan to meet the August 31, 2020 Emergency Child Care and Closure Period and October 15, 2020 Reopening reconciliation dates.

Starting September 1, 2020, funding allocations to CMSMs/DSSABs will return to a pro-rated level based on the original 2020 allocations (as released in October 2019). Funding guidance for the period will be consistent with the 2020 Ontario Child Care and EarlyON Child and Family Centres Service Management and Funding Guideline.

### **Safe Restart Funding (SRF)**

On August 14, 2020, the Ministry of Education advised that the SRF will be provided through CMSMs and DSSABs for child care and EarlyON, through First Nations for child care and Child & Family Programs on reserve and directly from the Ministry of Education for child care centres without a purchase of service agreement. The SRF will consist of two components:

1. Funding will be used by the Province to procure and deliver face coverings directly to operators and licensed home child care agencies across Ontario in order to comply with the Ministry's reopening operational guidance.

2. In addition to face coverings, funding will be provided through CMSMs and DSSABs to operators which can be used for additional personal protective equipment (PPE, such as gloves, gowns, etc.), enhanced cleaning, additional staff to meet health and safety requirements, support for short term vacancies, as operators transition to return to full capacity, and minor capital required in accordance with Ministry's reopening operational guidance or local public health requirements.

SRF will be provided through CMSMs/DSSABs for operators that have a purchase of service agreement for general operating and/or fee subsidies as well as EarlyON Child and Family Centres. CMSMs/DSSABs must work directly with child care operators in their area. Funding has been allocated to CMSMs/DSSABs proportionally based on their total 2020 child care and EarlyON allocations (per the October 2019 budget schedules). These funds are intended to be spent by December 31, 2020.

#### **Financial/Staffing/Legal/IT Considerations:**

The impact of the changes for Bruce County can be fully assessed once the reconciliation processes for the child care closure, emergency child care and reopening periods are complete and an updated cashflow has been determined by the Ministry of Education.

#### **Interdepartmental Consultation:**

Consultation will occur with Corporate Services, should there be a requirement to amend the 2020 approved County of Bruce budget, upon receiving further details from the Ministry of Education.

#### **Link to Strategic Goals and Elements:**

Goal #6 - Explore alternate options to improve efficiency and service

Goal #9 - Coordinate concerted efforts to advance our agenda

Written By: Tina Metcalfe, Children's Services Manager

#### **Approved by:**



Sandra Datars Bere  
Chief Administrative Officer