



## **EMERGENCY & COMMUNITY SERVICES COMMITTEE REPORT 22-004**

1:30 p.m.

Thursday, March 24, 2022

Council Chambers

Hamilton City Hall

71 Main Street West

**Present:** Councillors B. Clark (Chair), S. Merulla, T. Jackson, and E. Pauls

**Regrets:** Councillors N. Nann and T. Whitehead – Personal

### **THE FOLLOWING ITEMS WERE REFERRED TO COUNCIL FOR CONSIDERATION:**

**1. THE EMERGENCY & COMMUNITY SERVICES COMMITTEE PRESENTS REPORT 22-003 AND RESPECTFULLY RECOMMENDS:**

That the following Minutes of the Interview Sub-Committee to the Emergency and Community Services Committee, be received:

- (a) May 14, 2019
- (b) February 24, 2022

**2. Standardization of Resident Lifting and Hygiene Equipment Including Related Accessories, Supplies and Maintenance (HSC22009) (Wards 7 and 13) (Item 7.2)**

- (a) That Council approve the standardization of ARJO® resident lifting and hygiene equipment and ARJO accessories and supplies required for the use of the resident lifting and hygiene equipment manufactured by ArjoHuntLeigh Canada Incorporated, pursuant to Procurement Policy #14 - Standardization, at Macassa and Wentworth Lodges until June 30, 2027;
- (b) That the annual maintenance agreement work and testing on ARJO® equipment at Macassa and Wentworth Lodges be authorized to be performed by ArjoHuntLeigh Canada Incorporated; and,

- (c) That the General Manager, Healthy and Safe Communities Department be authorized to negotiate, enter into and execute any required Contract and any ancillary documents required to give effect thereto with ArjoHuntLeigh Canada Incorporated and be authorized to amend any Contracts executed and any ancillary documents as required in the event that ArjoHuntLeigh Canada Incorporated undergoes a name change, in a form satisfactory to the City Solicitor.

**3. Dominic Agostino Riverdale Child Care Centre Operating Agreement (HSC22013) (Ward 5) (Item 7.3)**

- (a) That the City of Hamilton enter into an Operating Agreement with Wesley Urban Ministries Inc. to operate a Licensed Child Care Centre in the Dominic Agostino Riverdale Recreation Centre with essential terms and conditions as listed in Appendix “A” to Emergency and Community Services Committee Report 22-004; and,
- (b) That the General Manager of the Healthy and Safe Communities Department or designate be authorized and directed to execute the Operating Agreement, together with any renewals of the Agreement and all necessary documents to implement recommendation (a) above, in a form satisfactory to the City Solicitor.

**4. McQuesten Urban Farm – Transfer of Leadership (Added Item 7.6)**

- (a) That Housing Services Division staff enter discussions with Niwasa Kendaaswin Teg (Niwasa) to assume operational leadership via lease of the McQuesten Urban Farm; and,
- (b) That Niwasa Kendaaswin Teg receive funding for the operating costs of the McQuesten Urban Farm in the annual amount of \$110,000 for 2022 and 2023, funded from the Tax Stabilization Reserve #110046.

**5. Citizen Committee Report from the Women and Gender Equity Committee respecting Reinstating the COVID-19 Encampment Protocol (Item 8.1)**

That the Citizen Committee Report from the Women and Gender Equity Committee respecting Reinstating the COVID-19 Encampment Protocol, be received and referred to the consideration of the Encampment Response Update (Item 10.3).

**6. City of Hamilton Youth Strategy (CES15056(d)) (City Wide) (Item 8.2)**

- (a) That Appendix “B” to Emergency and Community Services Committee Report 22-004 respecting City of Hamilton Youth Strategy be approved;

- (b) That HamOntYouth be endorsed by Council as the official City brand for youth programming and services with the City of Hamilton and be promoted for use as appropriate by all City departments; and,
- (c) That the Outstanding Business List items identified as Hamilton Youth Engagement Collaboration and Hamilton Millennial Survey Study – Employment Precarity be removed from the OBL and considered complete.

**7. Early Years and Child Care Funding 2022 (HSC22008) (City Wide) (Item 10.1)**

- (a) That the City of Hamilton accept the additional 100% funding from the Ontario-Canada Early Learning and Child Care (ELCC) Agreement in the amount of \$1,605,590;
- (b) That the City of Hamilton accept the one-time transitional funding in the amount of \$3,663,993; and,
- (c) That the General Manager of Healthy and Safe Communities Department, or designate, be authorized and directed to execute, on behalf of the City, the funding agreement from the Ministry of Education, as well as, any ancillary agreements associated with this funding in a form satisfactory to the City Solicitor.

**8. Recreation Master Plan Guiding Principles (HSC22014) (City Wide) (Item 10.2)**

That the Recreation Master Plan Guiding Principles as detailed in Appendix “C” to Emergency and Community Services Committee Report 22-004, be approved as the foundation for recommendations made in the Recreation Master Plan, and inform future decisions related to its implementation.

**9. Encampment Response Update (HSC20038(d)/PED21188(a)) (City Wide) (Item 10.3)**

- (a) That an Encampment Coordination Team be created as a pilot to the end of 2022 with an estimated cost of \$305,000, funded first from COVID-19 Government Funds (eligible costs), then COVID-19 Reserve (eligible costs), then departmental budgets surplus and finally by the Tax Stabilization Reserve; and,
- (b) That all reporting from staff related to encampment coordination and response in Hamilton be brought forward to the General Issues Committee for discussion and decisions.

**10. Municipal Affairs and Housing Homelessness Prevention Program (HSC22005) (City Wide) (Added Item 10.4)**

- (a) That the City enter into the Multi-Program Ontario Transfer Payment Agreement dated April 1, 2022 (attached as Appendix "D" to Emergency and Community Services Committee Report 22-004) in the amount of \$23,559,700 regarding the Homeless Prevention Program with the Province of Ontario;
- (b) That the General Manager of the Healthy and Safe Communities Department or designate be authorized and directed to:
  - (i) Execute the aforesaid agreement, in a form satisfactory to the City Solicitor;
  - (ii) Enter into and execute any further amendments to the Agreement, ancillary agreements, contracts, extensions, and documents required to give effect thereto or for the provision of additional funding from the Province of Ontario under the Homeless Prevention Program, on such terms and conditions satisfactory to the General Manager and in a form satisfactory to the City Solicitor;
- (c) That the General Manager of the Healthy and Safe Communities Department or designate be authorized to approve and submit the annual Investment Plan pursuant to the Homelessness Prevention Program, and to update or amend the Investment Plan, as necessary to deliver and administer the Homelessness Prevention Program;
- (d) That the General Manager of the Healthy and Safe Communities Department or designate be authorized to deliver and administer the Homelessness Prevention Program effective as of April 1, 2022 including without limitation:
  - (i) the provision of funding from the program to service providers;
  - (ii) entering into and executing any agreements or amending and executing any existing agreements with community service providers receiving funding from the Community Homelessness Prevention Initiative, Home For Good and the Strong Communities Rent Supplement Programs, on such terms satisfactory to the General Manager of the Healthy and Safe Communities Department or designate and in a form satisfactory to the City Solicitor and enter into and execute any: amendments to the agreements and ancillary agreements or documents thereto; and,
- (e) That the General Manager of the Healthy and Safe Communities Department or designate, be authorized and directed to terminate, if necessary, any agreements with housing providers where the funding for such agreements has been terminated by the Province and replaced by the Homelessness Prevention Program and which are scheduled to

terminate after March 30, 2022, or, if applicable, to amend any such agreement to allow for the agreement to be terminated prior to March 30, 2022 including by removing any applicable notice periods, or to allow the agreement to continue under the Homelessness Prevention Program.

**11. Supporting Youth Resilience in Ward 3 through the 2022 Breaking Through The Vault Initiative (Item 11.1)**

WHEREAS, the COVID-19 pandemic has deepened social and economic disparities among equity seeking groups;

WHEREAS, young people have struggled from the negative impacts of the pandemic regarding mental health, isolation, and from inconsistent access to social, cultural and recreational programs;

WHEREAS, the pandemic has required excessive reliance on screen time leading to an ‘autopilot’ norm impacting the ability of young people to engage in activities such as physical movement, socializing and quality sleep;

WHEREAS, the 2022 Breaking Through The Vault Initiative centres resilience through actively engaging diverse youth in program development, leadership and participation across Ward 3 and the City;

WHEREAS, this program, in partnership with the Art Gallery of Hamilton, aims to provide Ward 3 youth with a hybrid learning opportunity that enables them to congregate safely and express themselves through writing, performing and audio recordings of spoken word poetry; and

WHEREAS, art and creative outlets are forms of personal self expression that cultivate resilience of the individual and help form bonds of community through group activity and exhibition;

THEREFORE, BE IT RESOLVED:

- (a) That \$5,000 be allocated from the Ward 3 Bell Cell Tower Account Number 3301609603 to the Art Gallery of Hamilton as the fiscal sponsor for the implementation of the 2022 Breaking Through The Vault initiative; and
- (b) That the Mayor and City Clerk be authorized and directed to execute any required agreement(s) and ancillary documents, with such terms and conditions in a form satisfactory to the City Solicitor.

**12. Vacancies on the Seniors Advisory Committee (Item 11.2)**

WHEREAS, at its meeting of March 4, 2022, the Seniors Advisory Committee approved the replacement of Vince Mercury and John Kennard from the Seniors Advisory Committee, as neither had attended meetings in over a year; and

WHEREAS, the Interview Sub-Committee to the Emergency and Community Services Committee is currently in the process of filling two earlier identified vacancies on the Seniors Advisory Committee;

THEREFORE, BE IT RESOLVED:

That the two vacancies on the Seniors Advisory Committee be referred to the Interview Sub-Committee to the Emergency and Community Services Committee for consideration.

**13. Social Services Reserve Fund 4 (Added Item 11.3)**

WHEREAS, on September 15, 2021 Council authorized and directed the General Manager, Healthy and Safe Communities Department, or their designate, to administer the additional Social Services Relief Fund Phase 4 (SSRF4) allocation to a maximum amount of \$13,823,000;

WHEREAS, by letter dated March 4, 2022 (the Amendment), the Ministry of Municipal Affairs and Housing has offered to amend the SSRF4 Agreement to provide additional funding of approximately \$2 Million to the City pursuant to the terms and conditions outlined in the Amendment, including that the City must accept the Amendment not later than March 8, 2022;

WHEREAS, the City Manager, relying on the authority delegated to her in Hamilton By-law 20-044 – the Covid-19 Emergency Delegated Authority – agreed to the Amendment on behalf of the City on March 8, 2022; and

WHEREAS, the City Manager, relying on the authority delegated to her in Hamilton By-law 20-044 – the Covid-19 Emergency Delegated Authority – agreed to the amended Contribution Agreement on behalf of the City on March 18, 2022;

THEREFORE, BE IT RESOLVED:

- (a) That the City Manager's decision to agree, on behalf of the City of Hamilton, to the Amendment to the Social Services Relief Fund Phase 4 Agreement, providing additional funding of approximately \$2 Million to the City, be endorsed and
- (b) That the General Manager, Healthy and Safe Communities Department, or their designate, be authorized and directed to execute all necessary agreements and documents as may be required to implement the funds provided by the Ministry of Municipal Affairs and Housing pursuant to the Amendment to the Social Services Relief Fund Phase 4 in the continued delivery the Community Homelessness Prevention Initiative, each such agreement being in a form satisfactory to the City Solicitor.

**14. Appointment to the Lesbian, Gay, Bisexual, Transgender and Queer Advisory Committee (Added Item 14.1)**

That the recommendation respecting Appointment to the Lesbian, Gay, Bisexual, Transgender and Queer Advisory Committee be approved and released publicly following approval by Council.

**FOR INFORMATION:**

**(a) APPROVAL OF AGENDA (Item 2)**

The Committee Clerk advised of the following changes to the agenda:

**6. DELEGATION REQUESTS**

- 6.3. Chelsea MacDonald, respecting my experience working with the houseless population so that I can help City Council can make an informed decision on encampments (for today's meeting)

**7. CONSENT ITEMS**

- 7.1(b) Interview Sub-Committee to the Emergency and Community Services Committee Minutes – February 24, 2022
- 7.5 Lesbian, Gay, Bisexual, Transgender and Queer (LGBTQ) Advisory Committee – No Quorum Notes - March 15, 2022
- 7.6 McQuesten Urban Farm - Transfer of Leadership (CES17011(c)) (Ward 4)

**10. DISCUSSION ITEMS**

- 10.4. Municipal Affairs and Housing Homelessness Prevention Program (HSC22005) (CityWide)

**12. NOTICES OF MOTION**

- 12.1. Social Services Reserve Fund 4

**12. PRIVATE & CONFIDENTIAL**

- 14.1. Appointment to the Lesbian, Gay, Bisexual, Transgender and Queer (LGBTQ) Advisory Committee

The agenda for the March 24, 2022 Emergency and Community Services Committee meeting was approved, as amended.

**(b) DECLARATIONS OF INTEREST (Item 3)**

There were no declarations of interest.

**(c) APPROVAL OF MINUTES OF PREVIOUS MEETING (Item 4)**

The Minutes of the February 17, 2022 meeting of the Emergency and Community Services Committee, were approved, as presented.

**(d) COMMUNICATIONS (Item 5)**

The following Communication Items, were received:

- (i) Honourable Paul Calandra, Minister of Long-Term Care, respecting Long-Term Care Development Project (PROJ 925) (Item 5.1); and
- (ii) Brian Pollard, Assistant Deputy Minister, Ministry of Long-Term Care, respecting Long-Term Care Development Project (PROJ 925) (Item 5.2)

**(e) DELEGATION REQUESTS (Item 6)**

The following Delegation Requests, were approved:

- (i) Frederick Dryden, Liberty for Youth, respecting programming that will support the at-risk-youth of Hamilton and surrounding areas to overcome and succeed in this challenging environment (for a future meeting) (Item 6.1);
- (ii) Craig Burley, respecting the matter brought forth by the Women and Gender Equity Committee regarding the encampment protocol (for today's meeting) (Item 6.2)
- (iii) Chelsea MacDonald, respecting my experience working with the houseless population so that I can help City Council can make an informed decision on encampments (for today's meeting) (Added item 6.3)

**(f) CONSENT ITEMS (Item 7)**

**(i) Lesbian, Gay, Bisexual, Transgender and Queer (LGBTQ) Advisory Committee – No Quorum Notes**

The following No Quorum Notes from the Lesbian, Gay, Bisexual, Transgender and Queer (LGBTQ) Advisory Committee, were received:

- (a) February 15, 2022 (Item 7.4)
- (b) March 15, 2022 (Added Item 7.5)



**(g) PRESENTATIONS / STAFF PRESENTATIONS (Item 8)**

- (i) Deanna Allain, Chair, and Autumn Getty, Vice-Chair, Hamilton Women and Gender Equity Committee, respecting Citizen Committee Report from the Women and Gender Equity Committee respecting Reinstating the COVID-19 Encampment Protocol (Item 8.1)**

Deanna Allain, Chair, and Autumn Getty, Vice-Chair, Hamilton Women and Gender Equity Committee, addressed the Committee, respecting Citizen Committee Report from the Women and Gender Equity Committee respecting Reinstating the COVID-19 Encampment Protocol.

The presentation from Deanna Allain, Chair, and Autumn Getty, Vice-Chair, Hamilton Women and Gender Equity Committee, respecting Citizen Committee Report from the Women and Gender Equity Committee respecting Reinstating the COVID-19 Encampment Protocol, was received.

Discussion of Citizen Committee Report from the Women and Gender Equity Committee respecting Reinstating the COVID-19 Encampment Protocol, was deferred until after the Delegations were heard.

For further disposition of this matter, refer to Items 5 and 9.

**(h) PUBLIC HEARINGS / DELEGATIONS (Item 9)**

- (i) Craig Burley, respecting the matter brought forth by the Women and Gender Equity Committee regarding the encampment protocol (Added Item 9.1)**

Craig Burley, addressed the Committee respecting the matter brought forth by the Women and Gender Equity Committee regarding the encampment protocol.

The delegation from Craig Burley, respecting the matter brought forth by the Women and Gender Equity Committee regarding the encampment protocol, was received and referred to the consideration of Citizen Committee Report from the Women and Gender Equity Committee respecting Reinstating the COVID-19 Encampment Protocol (Item 8.1).

For further disposition of this matter, refer to Items 5 and 9.

- (ii) Chelsea MacDonald, respecting my experience working with the houseless population so that I can help City Council can make an informed decision on encampments (Added Item 9.2)**

Chelsea MacDonald was unable to attend the meeting.

**(i) PRESENTATIONS / STAFF PRESENTATIONS (CONTINUED) (Item 8)**

**(i) City of Hamilton Youth Strategy (CES15056(d)) (City Wide)**

Jesse Williamson, Project Manager, Strategic Youth Initiatives and Lillian Guy, member of the Youth Steering Committee, addressed the Committee, respecting City of Hamilton Youth Strategy, with the aid of a presentation.

The presentation from Jesse Williamson, Project Manager, Strategic Youth Initiatives, and Lillian Guy, member of the Youth Steering Committee, respecting City of Hamilton Youth Strategy, was received.

For further disposition of this matter, refer to Item 6.

**(j) NOTICES OF MOTION (Item 12)**

**(i) Social Services Reserve Fund 4 (Added Item 12.1)**

The Rules of Order were waived to allow for the introduction of a Motion respecting Social Services Reserve Fund 4.

For further disposition of this matter, refer to Item 13.

**(k) GENERAL INFORMATION / OTHER BUSINESS (Item 13)**

**(i) Amendment to the Outstanding Business List**

The following amendment to the Outstanding Business List, was approved:

**(a) Items Considered Completed and to be Removed**

- (i) Hamilton Youth Engagement Collaboration (CES15056(b))**  
Item on OBL: 17-C  
Addressed as Item 8.2 on today's agenda

**(l) PRIVATE AND CONFIDENTIAL (Item 14)**

The Emergency and Community Services Committee determined that it was not necessary to move into Closed Session respecting Item 14.1.

**(i) Appointment to the Lesbian, Gay, Bisexual, Transgender and Queer (LGBTQ) Advisory Committee (Added Item 14.1)**

The Rules of Order were waived to allow for the introduction of a Motion respecting Appointment to the Lesbian, Gay, Bisexual, Transgender and Queer (LGBTQ) Advisory Committee.

For disposition of this matter, please refer to Item 14.

**(m) ADJOURNMENT (Item 15)**

There being no further business, the Emergency and Community Services Committee was adjourned at 3:09 p.m.

Respectfully submitted,

Councillor B. Clark  
Chair, Emergency and Community Services  
Committee

Tamara Bates  
Legislative Coordinator  
Office of the City Clerk

**Wesley Urban Ministries Inc. (“WUM”) and City of Hamilton**

**Child Care Centre Operating Agreement: Proposed Terms**

**Scope**

- Purpose of the Agreement is to permit WUM to operate a child care centre within the Dominic Agostino Riverdale Community Centre in accordance with the requirements set out in the Agreement, including the Child Care Centre Procedures Manual

**Term**

- Initial Term of 5 years to expire on December 31, 2027
- Option for the City to renew for a Second Term of up to 5 years to end not later than December 31, 2031
- Either party may terminate the Agreement without cause, upon not less than 6 months written notice to the other Party
- The City may terminate in the event that the License Agreement with HWDSB is terminated
- City may terminate where WUM breaches any term, warranty, representation, condition or provision of the Agreement, its License to operate the child care centre is revoked or suspended, and for various financial reasons

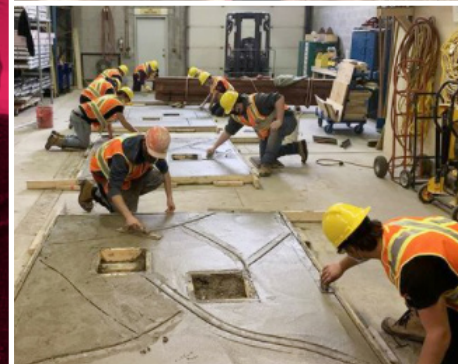
**Applicable Fees**

- WUM to pay to the City a total of \$20,000.00 per year plus H.S.T. payable in 12 equal monthly instalments
- Nominal annual increase to annual fee consistent with increases under the Consumer Price Index is permitted
- Monthly fee waived during January, February and March 2022
- WUM pays all costs for telephone and internet for the child care centre

**Indemnity and Insurance**

- WUM provides insurance naming the City as an Additional Insured
- WUM indemnifies the City for any claims, demands, losses, etc., by reason of errors, omissions and negligence of the Service Provider

# 2022-2027 CITY OF HAMILTON YOUTH STRATEGY REPORT



Hamilton

# MESSAGE

## FROM THE HAMONTYOUTH STEERING COMMITTEE

Youth voice, engagement and leadership are central pillars of a strong community. It takes a strategic approach to ensure that youth are included in a meaningful way. Conversations about issues of civic importance need a venue where youth voice is heard and respected. Engaging with youth who have a wide variety of lived experiences requires a targeted commitment by the community and can result in numerous benefits.

The Youth Steering Committee was created almost four years ago and has provided many rewarding experiences for youth. We love that we get to meet as a diverse group of youth from across the city, learn and unlearn together, and help create that venue for youth voices to be heard. It is exciting to see our network grow, work collaboratively with city staff to identify successes and challenges and create opportunities for youth to participate in the process. We are grateful to have been actively involved at all stages in the development of the Youth Strategy. The engagement results highlight many things youth enjoy and appreciate about living in Hamilton and they also show what the city can improve on from a youth's perspective. It has been a lot of hard work, and we are so proud to be a part of the creation of Hamilton's first Youth Strategy.

We are excited for the next steps and to continue our collaboration with city staff and agency partners in helping to make Hamilton the best place to raise a child and age successfully.

### Maryam Akhtar

Former member of HWDSB Student  
Senate YSC Member since 2018



### Lillian Guy

Director of Operations Model City  
Hall YSC Member since 2021



On behalf of the membership of the Youth Steering Committee

# MESSAGE

## FROM THE MAYOR

The City of Hamilton is committed to be the best place to raise a child and age successfully. A key part of that is ensuring our youth have the necessary supports to develop in a positive and healthy way.

While we work to make our city the most youth friendly it can be, it is crucial that we include the voices of the very youth we are serving. They bring fresh ideas, and new perspectives to issues and being involved in the process gives them the opportunity to develop skills as they move forward in life.

Our first youth strategy acts as a foundational piece to that work. The strategy maps out a plan for how youth voices are informing the priorities. It also makes certain that youth continue to be a part of the process moving forward.

A big thank you to all who participated, and a special thank you to the young people who worked alongside the City of Hamilton as part of the youth steering committee.



**Mayor Fred Eisenberger**



As a progressive city we have a responsibility to create a positive, and supportive community, which offers opportunities for youth to develop in a healthy way.





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2022-2027 CITY OF HAMILTON

# YOUTH STRATEGY REPORT



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EXECUTIVE SUMMARY

# HAM HO<sup>NT</sup> YOUTH



# 1. PROJECT SUMMARY

**We are pleased to present the first City of Hamilton Youth Strategy.**

Established in 2007, the Hamilton Youth Advisory Committee (HYAC) served as an official Advisory Committee of Council. HYAC disbanded in 2017 and Council directed staff to look at different models for the City to engage with youth. In 2018, staff began extensive engagement with youth, city staff, parents, and agency partners. The purpose of this work was to understand the priorities of youth and how to best engage them moving forward. This strategy will help to address many of the issues brought forward by the community and encompass solutions in collaboration with youth. This 5-year strategy will inform, guide and build awareness about our youth while encompassing their voice as part of the process.

Youth, parents and youth serving agency partners have all contributed to informing this work. Staff were prepared to present these findings in the spring of 2020 however the impacts of COVID-19 delayed this work. Staff and the Youth Steering Committee recommended that re-engaging with youth, parents and agency partners to review the priorities of 2018. The goal of the re-engagement was to confirm if the 2018 priorities were still relevant or did new priorities emerge due to the COVID-19 pandemic.

According to the 2016 Census, youth 15-29 make up 19.5% of Hamilton's population. Young people play a crucial role in city building. The voices of youth keep the city moving forward with fresh ideas, and new perspectives. As a progressive city we have a responsibility to create a positive, and supportive community, which offers opportunities for youth to develop in a healthy way.

## **HAMILTON'S YOUTH STRATEGY FEATURES:**

- The most important issues for youth 14-29
- An implementation plan for next steps
- Recommendations on the best ways to connect, consult, and collaborate with youth

A Youth Steering Committee was created to enable staff to collaborate and embed the youth voice into this strategy. The steering committee meets regularly and since its inception, 61 youth have participated in its monthly meetings. Currently, there are 21 youth on the committee.

The collaboration with the Youth Steering Committee led to the creation of a new youth dedicated brand, HamOntYouth and a youth dedicated Instagram page called @HamOntYouth was developed. This provides a youth friendly platform to connect as identified by our members. Youth Steering Committee members collaborate with staff on content and social media campaigns featured on the page. The Youth Steering Committee provides input and advice on the engagement process.

EXECUTIVE  
SUMMARY

A newly formed integrated staff team was also created to support this important work. This team includes a youth dedicated Ontario Works Case Manager, Xperience Annex Navigator, Project Manager of Strategic Youth Initiatives and two Learning, Earning and Parenting/Youth Coordinators. This staff team also includes four part-time Youth Engagers that are hired on 6-month contracts to engage peer to peer and represent youth at various City tables. The staff team creates a monthly newsletter that goes out to agency partners, to inform them of youth events and initiatives that support youth in Hamilton.

The methodology used to inform the Youth Strategy included surveys and focus groups. In total, 1,043 youth surveys, 196 agency partner surveys, and 177 parent surveys were completed in the 2018 and 2021 engagement process. There were 583 total participants in our focus groups.

While there are similarities in the priorities identified during the 2018 and 2021 engagement, the order of importance did shift, and new priorities emerged. The following priority themes were identified:

- **Accessing Mental Health and Addiction Supports**
  - Opportunities to improve access to mental health support, alcohol and substance use among youth.
- **Accessing Safe and Affordable Housing**
  - Opportunities to improve affordability of housing.
  - Opportunities to improve supports to youth who are homeless or at-risk of homelessness.
- **Accessing Employment and Training**
  - Opportunities to improve access to sustainable job opportunities and post-secondary training.
- **Enhance Safety and a Sense of Inclusion**
  - Opportunities to improve the fostering of more cultural awareness.
  - Continue community conversations on how to address guns, gangs and violence.
- **Enhance Youth Engagement & Leadership**
  - Opportunities to improve youth voice in city planning and decision making.
  - Continue to connect youth to services.

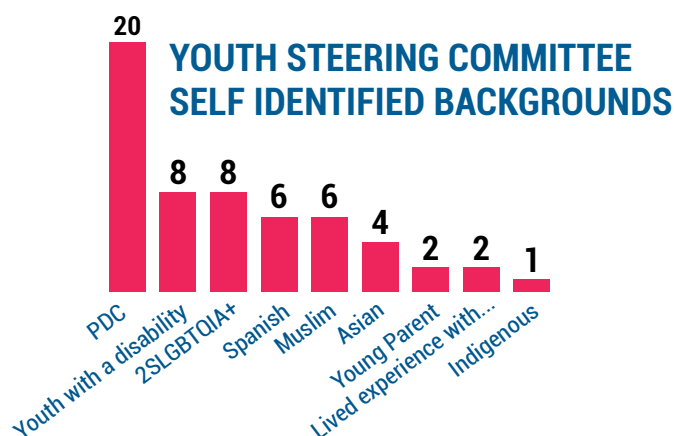
This report will summarize the findings from the re-engagement and include recommendations for addressing the priorities that were identified through the process.



## 2. YOUTH STEERING COMMITTEE

The Youth Steering Committee is designed to be easily accessible to youth who live, work, or play in Hamilton. All youth are welcome to participate and there are no minimum attendance requirements to maintain membership. The meetings are a safe space for youth to share their opinion, to learn and to have fun. The Youth Steering Committee allows City staff and youth to collaborate on:

1. Effective techniques and locations to connect, consult and collaborate.
2. Help make evidence-based recommendations on youth initiatives.
3. Collaborate with City staff on creating youth friendly city and community initiatives
4. Identify projects that would make Hamilton a more youth-friendly city.



Youth Steering Committee Meeting – July 2018

Currently the Youth Steering Committee has 21 members who meet monthly. They contribute to the ongoing development of the strategy and collaborate with other City departments.

Some examples of how the Youth Steering Committee supported this work include:

1. Creating the HamOntYouth Brand
2. COVID-19 Youth Campaigns
3. Voter Experience Project
4. Bayfront Industrial Strategy Youth Focus Groups
5. Bell Let's Talk Day
6. HSR Re(Engage)
7. Celebrating National Youth Week

Moving forward, staff will continue to collaborate with the Youth Steering Committee on identified priorities and designing an evaluation.

EXECUTIVE  
SUMMARY

### 3. HAMONTYOUTH

**JOIN US  
TODAY BY**

**becoming a follower of  
@HamOntYouth**



EXECUTIVE  
SUMMARY

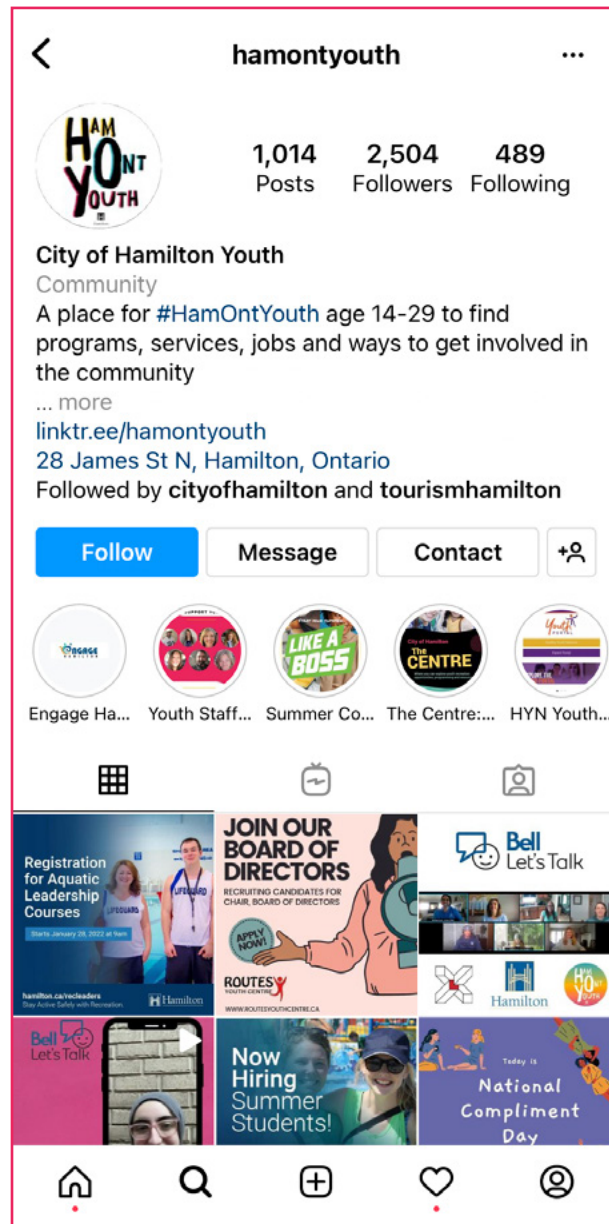
Youth Steering Committee members identified an Instagram as the best platform to share information with youth. To support the development of this online channel, it was suggested that a youth dedicated brand be created. City staff consulted with the City's Communications Section who supported the concept of a youth dedicated brand. This brand also supports youth strategy promotional materials, is youth friendly and gives an identity to youth in the City.

The HamOntYouth brand and guidelines were created by a member of the Committee and have been utilized across all promotional materials. Moving forward, this brand can be used by other City departments when planning youth initiatives.

The HamOntYouth Instagram page currently has over 2,500 followers. It highlights youth opportunities, services, programs, and achievements.

The Social Media Committee works with City staff to support @HamOntYouth. This sub-committee of the Youth Steering Committee has the following objectives:

1. Provide advice on effective promotion for community initiatives.
2. Determine @HamOntYouth social media campaigns, i.e. Vaccine Confidence for Youth, Black History Month.
3. Set target goals for number of followers, reach, and interactions.



ENVIRONMENTAL SCAN

# HAM HO<sup>NT</sup> YOUTH





# 1. WHAT WE KNOW ABOUT YOUTH



**104,565**  
RESIDENTS AGE 15-29  
(Census Data 2016)



**861**  
PATIENTS SEEN BY  
Hamilton Health Sciences  
Mental Health Outpatient  
Services Hamilton  
(2020 Mental Health Outpatient)



**25% of 338**  
INDIVIDUALS SURVEYED  
WERE YOUTH AGE 16-30  
EXPERIENCING HOMELESSNESS  
(2018 Point in Time Count  
Homeless Survey)



**9.9%**  
YOUTH UNEMPLOYMENT RATE  
AS OF NOVEMBER 15, 2021  
(Workforce Planning Hamilton)



**39**  
NUMBER OF YOUTH COUNCILS  
AND COMMITTEES IDENTIFIED  
IN YOUTH STRATEGY  
ENVIRONMENTAL SCAN



**344**  
YOUTH 12-17  
INVOLVED IN VIOLENT CRIMES  
(2020 Youth Crime Report -  
Hamilton Police)



## Top 3 things

YOUTH RANKED THAT THEY LOVED  
ABOUT HAMILTON

- Parks, Trails and Waterfalls
- Sports and Recreation
- Multi-Cultural Festival and Events



## 2. WHAT RESEARCH DID WE DO?

To help inform the strategy, a literature review was completed. This was conducted to give staff a better understanding of how other municipalities and government agencies work with youth.

### Youth Engagement Best Practices

- Reviewed Hamilton's Public Engagement Charter
- As identified by "**Roger Hart's Ladder to Youth Participation**"<sup>1</sup> shared decision making with adults is best practice. City staff implemented this model by working alongside 61 individual youth with the Youth Steering Committee. This best practice informs the recommendation for continuing the Youth Steering Committee as an engagement advisory committee.
- Parks and Recreation Ontario: **Positive Youth Development Training**<sup>2</sup> states that the most effective way to engage youth is "Peer to Peer".
- The Federation of Canadian Municipalities "**Youth Engagement Handbook**"<sup>3</sup> identifies best practices for local government to connect youth to public service. It recommends having a Youth Advisory Council to give youth a better understanding on how local government works while developing their skills for future careers.
- Reviewed **Ontario Stepping Up Strategic Framework for Youth**<sup>4</sup>, **Canada's National Youth Policy**<sup>5</sup> and 10 Municipal Youth Strategies to understand how to collaborate with youth on civic issues.
- Reviewed "**Hamilton Millennials and Community Belonging – Preliminary findings from the 2017 Hamilton Millennial Survey**"<sup>6</sup> to inform precarious employment within Millennials

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<sup>1</sup> Hart, R. A. (1992). Children's Participation: from tokenism to citizenship. Florence: UNICEF International Child Development Centre.

<sup>2</sup> Parks and Recreation Ontario. (2014). Positive Youth Development Training. Toronto, Ontario: Parks and Recreation Ontario.

<sup>3</sup> Federation of Canadian Municipalities. (2016). –Youth Engagement Handbook [https://data.fcm.ca/documents/reports/FCM/Municipal\\_Youth\\_Engagement\\_Handbook\\_EN.pdf](https://data.fcm.ca/documents/reports/FCM/Municipal_Youth_Engagement_Handbook_EN.pdf).

Retrieved from [www.fcm.ca](http://www.fcm.ca): [https://data.fcm.ca/documents/reports/FCM/Municipal\\_Youth\\_Engagement\\_Handbook\\_EN.pdf](https://data.fcm.ca/documents/reports/FCM/Municipal_Youth_Engagement_Handbook_EN.pdf)

<sup>4</sup> Province of Ontario (2014). Stepping Up – A Strategic Framework to Help Ontario's Youth Succeed

<http://www.children.gov.on.ca/htdocs/English/documents/youthopportunities/steppingup/steppingup.pdf>

Retrieved from [www.gov.on.ca](http://www.gov.on.ca)

<http://www.children.gov.on.ca/htdocs/English/documents/youthopportunities/steppingup/steppingup.pdf>

<sup>5</sup> Government of Canada (2020). Canada's Youth Policy

<https://www.canada.ca/content/dam/y-j/documents/YP-ENG.pdf>

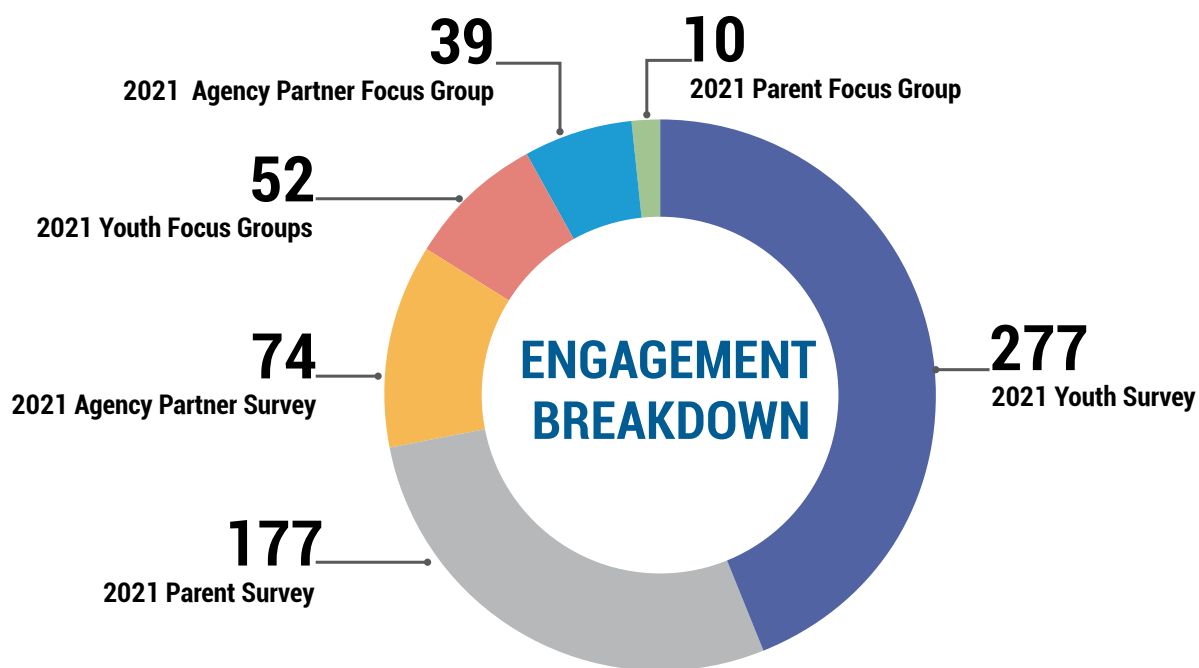
Retrieved from [www.canada.ca](http://www.canada.ca)

<https://www.canada.ca/content/dam/y-j/documents/YP-ENG.pdf>

<sup>6</sup> Martin, Jeffrey (2017) Hamilton Millennials and Community Belonging: Preliminary findings from the 2017 Hamilton Millennial Survey – Hamilton Community Foundation

### 3. WHAT ENGAGEMENT DID WE DO?

As part of the 2021 youth re-engagement, surveys and focus groups were developed to collect feedback from youth, parents and community stakeholders about youth-related issues in Hamilton. The engagement collected some information about what people love about Hamilton, how they like to receive information and challenges faced by youth, parents and agency partners. In total, 629 youth, parents, and agency partners participated in the process.



The 2021 Youth Re-engagement Survey Summary can be found as **Appendix "B" to Report CES15056(d)**.

There were 74 youth serving agency partners that were engaged. These 74 agencies offer more than 900 programs for youth 14-29. Services are provided to a range of different populations including 2SLGBTQIA+, Indigenous, Black, Newcomer and those needing mental health supports. For more information on youth-serving agency partners programs and services, see **Appendix "D" to Report CES15056(d)** – Agency Partners Programs and Services.

## 4. WHAT WE LEARNED ABOUT YOUTH ENGAGEMENT

### Benefits to Engagement

- Peer-to-peer engagement allows youth to be more comfortable, which leads to open and honest dialogue.
- Youth want to engage their peers and to be engaged by their peers.
- Offering youth leadership opportunities builds confidence, new interests, helps them develop skills, enables career exploration and assists in enhancing resume.
- Using youth-friendly language provides greater appeal to young people when promoting programs, services and promotional materials.
- Ease of access to committees, hosting either virtual or in-person allows young people to participate when their schedule permits.
- The Youth Steering Committee provides an opportunity for them to collaborate with internal departments on youth-targeted events and initiatives.
- Youth learn from staff and staff learn from youth.

### Barriers to Engagement

- Young people have many responsibilities including school, work, self-care, family responsibilities and extracurricular activities.
- Many times, youth are expected to lend their talents for free, and lack the tools needed to engage peer-to-peer.
- A generational gap in how technology is used exists. e.g. Youth prefer text and service providers favour email.
- The size of the city creates an obstacle for accessing youth services.
- Large turnover rates in staff supporting youth can lead to fragmented relationships and having to tell their stories multiple times.
- Virtual burn-out due to COVID-19.
- Not everyone has access to the technology or the digital literacy skills needed to engage virtually.

## 5. PRIORITIES FOR YOUTH 14-29 IN HAMILTON

Engagement in 2018 and re-engagement in 2021 left staff with two sets of priorities. Per best practice, the priorities were reviewed by both the Youth Steering Committee and the Staff Steering Committee. As a result, a new set of top five priorities are being recommended for implementation.

The top five priority themes in the 2018 engagement were: access to mental health and addiction, youth services predominantly found in the downtown core, coordination of promotion for programs and services, lack of transit for rural and suburban youth and cost of living to high for youth.

As part of the 2021 re-engagement process, mental health and employment remain high priority areas. The issues of homelessness, affordable housing, addiction supports and fostering safety have emerged as the top five priority themes. While the 2018 priorities are still important, they are no longer within the top five.

For a full breakdown of data see **Appendix B to Report CES15056(d) - 2021 Youth Re-Engagement Summary**

The emergence of virtual programs and services have made travel around the community less of a priority for youth. No matter where they are in the city, they can access needed services online. While online services provide convenience, there is still a need for in person programming and services.


2021 TOP 5 PRIORITY THEMES	
1	Access to Mental Health and Addiction Supports
2	Access to Employment and Training
3	Access to Safe and Affordable Housing
4	Enhance Safety and Sense of Inclusion
5	Enhance Youth Engagement and Leadership



National Youth Policy Consultation

RECOMMENDATIONS TO  
ADDRESS IDENTIFIED PRIORITIES

# HAM YOUTH



## 1. IMPLEMENTATION PLAN

As a result of the environmental scan, the top five priority themes were identified. Objectives and key stakeholders are attached to each priority theme to help inform the implementation process. This implementation plan is dependent on collective ownership across the community. It will require youth, parents, City staff, and agency partners working collaboratively to address the priority themes.

Collaboration is a key component for success moving forward, as we are stronger together. Establishing these structures allows for specific priority themes to be discussed, implemented and monitored.

The following action items will assist in the implementation of all the priority themes:

1. Continue the development of the Youth Steering Committee
2. Continue the Staff Steering Committee to ensure cross departmental collaboration
3. Organize an Agency Partner Steering Committee
4. Extend and continue the role of the Youth Engager
5. Promote and build capacity for the City of Hamilton Youth Team
6. Design an evaluation framework
7. Complete an annual progress report



Fatima and Daughter -  
National Youth Week Campaign

RECOMMENDATIONS

## 2. ADDRESSING PRIORITY THEMES

### a. Accessing Mental Health and Addiction Supports

- **92%** of total respondents indicated improved access to mental health supports was needed
- **85%** of total respondents indicated the need to increase access to addiction supports

### b. Accessing Employment and Training

- **85%** of total respondents indicated a need to increase employment opportunities for youth
- **77%** indicated a need for improved wages for entry-level jobs
- **82%** of respondents indicated a need for improved access to financial supports or subsidized training for post-secondary education

### c. Access to safe and affordable housing

- **90%** of respondents indicated a need to increase supports to youth who are homeless or at-risk of homelessness
- **88%** of respondents indicating a need to increase access to safe and affordable housing

### d. Enhance safety and a sense of inclusion

- **70%** of respondents indicated a need to foster more cultural awareness and sensitivity in the community
- **345** youth aged 12-17 were involved in violent crimes in 2020

### e. Youth Engagement and Leadership

- **79%** of respondents indicated the need to increase opportunities for youth to voice their ideas and opinions
- **77%** of respondents indicated the need for increased opportunities for youth to participate in decision – making

**For full data report see Appendix B to Report CES15056(d))**



## 2a. Accessing Mental Health and Addictions Supports



OBJECTIVES	
1	Improve access to mental health supports
2	Increase supports for youth drug and alcohol use
3	Prevent youth drug and alcohol abuse

KEY STAKEHOLDERS			
1	Youth Mental Health and Substance Use Organizations	5	Public Health Nurses in School
2	Youth 14-29 with lived experience of mental health and addiction challenges	6	School Boards
3	Hamilton Drug Strategy	7	Health Care Providers
4	Public Health	8	Office of the General Manager, Healthy and Safe Communities Department

### Next Steps:

- Youth staff team will continue to sit on Hamilton Drug Strategy Prevention Committee.
- Bring youth to the table to collaborate with staff and provide input.
- Engage youth to identify barriers and challenges to accessing mental health, drug and alcohol supports.
- Identify new programs and existing initiatives that can be enhanced to help youth accessing mental health and substance use support.
- Identify successful models for preventing drug and alcohol use in youth.
- Collaborate with key stakeholders.

RECOMMENDATIONS

## 2b. Accessing Employment and Training

### OBJECTIVES



1	Increase employment opportunities for youth
2	Improve wages of entry-level jobs
3	Improve access to financial supports for post-secondary education and training

### KEY STAKEHOLDERS

1	Youth 14-29	7	YouthCan Collaborative
2	Challenge 2025	8	Youth Employment Network
3	Skills Development Flagship	9	Planning and Economic Development
4	Ontario Works	10	Hamilton Business Centre
5	Post -secondary Institutions	11	Employment Ontario Agencies
6	School Boards	12	Hamilton Fire Department

### Next Steps:

- Identify barriers and challenges to youth 14-29 accessing employment in Hamilton.
- Identify training needs of youth 14-29 in Hamilton.
- Identify new programs and existing initiatives that can be enhanced to help youth 14-29 access employment and training opportunities.
- Identify successful models, and policies to incentivize for businesses entry level jobs for youth under 29.
- Collaborate with key stakeholders.



## 2c. Access to Safe and Affordable Housing



OBJECTIVES	
1	Improve youth access to safe and affordable housing
2	Increase supports for youth who are homeless or at-risk of homelessness

KEY STAKEHOLDERS			
1	Youth with lived experience of homelessness	6	Street Youth Planning Collaborative
2	Housing Services Division	7	Emergency Shelters and Drop-Ins
3	Housing Help Centre	8	Ontario Works
4	Subsidized Housing Providers	9	Landlords
5	Office of the General Manager, Healthy and Safe Communities Department	10	Hamilton Fire Department

### Next Steps:

- **Housing**
  - Identify the number of youth specific housing units.
  - Identify the barriers youth 14-29 face accessing safe and affordable housing.
  - Explore successful models to provide youth access to safe and affordable housing.
- **Homelessness**
  - Youth Staff team to continue to sit on the Street Youth Planning Collaborative.
  - Understand what causes youth to become homeless here in Hamilton.
  - Understand what challenges youth face in shelters.
  - Explore successful models, initiatives that could be enhanced for supporting youth who are homeless or at-risk of homelessness.
  - Support the youth response to the Point in Time Connection Homelessness Survey.
- **Collaborate with key stakeholders**

RECOMMENDATIONS

## 2d. Enhance Safety and a Sense of Inclusion

OBJECTIVES	
1	Foster more cultural awareness and sensitivity in the community
2	Decrease youth involved with crimes associated to guns, gangs and violence
3	Mobilize community to collaborate on prevention of youth violence



KEY STAKEHOLDERS			
1	Black, Indigenous, People of Color (BIPOC) and Racialized Youth 14-29	11	Hamilton Fire Department
2	Youth 14-29 with a disability	12	Child Protection Services
3	Youth 14-29 who have experience in the justice system	13	City of Hamilton <ul style="list-style-type: none"> <li>o Government and Community Relations</li> <li>o HIPC (Hamilton Immigration Partnership Council)</li> <li>o Office of the General Manager, Healthy and Safe Communities Department</li> <li>o Strategic Partnerships and Communications Division</li> <li>o 2SLGBTQIA+ Advisory Committee</li> <li>o Indigenous Relations Team</li> </ul>
4	2SLGBTQIA+ Youth 14-29		
5	Indigenous Youth 14-29		
6	Queer and Trans Youth Collaborative		
7	Hamilton Centre for Civic Inclusion		
8	Street Youth Planning Collaborative		
9	School Boards		
10	Hamilton Police Services		

## Next Steps:

- **Collaborate with staff from Community Safety and Well Being Plan on Youth Guns, Gangs and Violence**
  - Engage key stakeholders and youth 14-29 with lived experience to understand why youth are involved with guns, gangs and violence.
  - Identify models that have been successful in prevention of youth violence.
  - Identify models that have been successful in supporting youth exiting gangs.
- **Collaborate with staff from Equity, Diversity and Inclusion Strategy**
  - Engaging with youth from the BIPOC, racialized, Indigenous, 2SLGBTQIA+ and disabled communities.
  - Identify barriers, challenges facing youth from these communities.
  - Create a list of training resources for youth serving staff to participate in.
  - Identify models that have been successful in creating more inclusive communities for youth.
- **Collaborate with key stakeholders**



RECOMMENDATIONS

## 2e. Enhance Youth Engagement and Leadership Opportunities

### OBJECTIVES



1	Increase opportunities for youth to voice their ideas and opinions
2	Increase opportunities for youth to participate in decision making
3	Increase opportunities for youth to develop leadership skills

### KEY STAKEHOLDERS

1	All youth 14-29	5	Elections Office
2	HamOntYouth Steering Committee	6	School Boards
3	Model City Hall	7	City of Hamilton Recreation
4	City Manager's Office – Community Initiatives	8	Youth Serving Agency Partners

### Next Steps:

- Encourage and recruit youth to Youth Steering Committee.
- Provide leadership training for Youth Steering Committee.
- Host an Annual Youth Summit to engage with youth and partners.
- Use HamOntYouth brand for all corporate youth initiatives
- Enhance and promote youth initiatives encouraging youth voice such as Model City Hall and CityLab.
- Collaborate with City staff and agency partners on youth programs and initiatives requiring a youth voice.

RECOMMENDATIONS



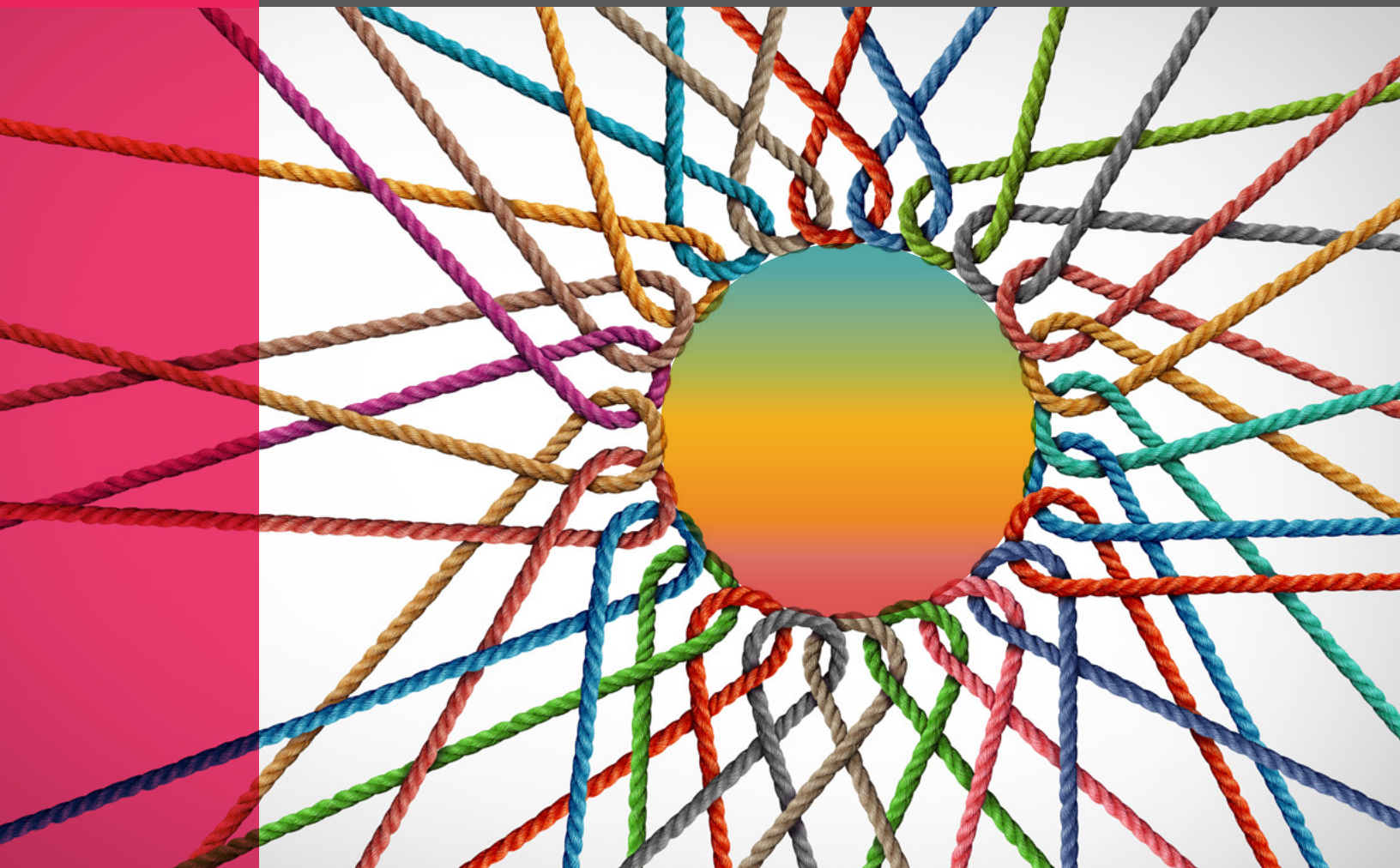
Youth Engagers - Engaging at Library - Jan. 2020



Youth Engagers - 2019

CONCLUSION

# HAM HO YOUTH





## CONCLUSION

It has been an exciting journey to create Hamilton's first youth strategy. Working with our Youth Steering Committee has helped members build confidence, spark new interests, develop skills while also enhancing their resumes. The City of Hamilton Youth Team embraces their ideas and appreciates their contributions to ensure we are taking a youth friendly approach. Youth learn from staff and staff learn from the youth.

We look forward to working with all youth, parents, youth serving agencies and community partners as we develop the implementation work plan and evaluation framework. We committed to completing an annual progress report back to Council and the community.

“IT TAKES A VILLAGE  
TO RAISE A CHILD”

SPECIAL THANKS

# HAM HOYNT YOUTH



**SPECIAL  
THANKS**

**THANK YOU TO ALL THOSE YOUTH STEERING COMMITTEE MEMBERS AND ADULT ALLIES  
WHO HELPED DEVELOP THIS STRATEGY**

**Youth Members**

---

Amr Abdel-Latiff	Tyler Fournier	Ilecia Martins
Abdullah Abdi	Jaden Fraser	TJ McGibbon
Asefe Adbodunrin	Cam Galindo	Cassandra Mead
Maryam Akhtar	Yusuf Garaad	Megan Miller
Zahra Akhtar	Melissa Graham	Faisal Mohammed
Patrice Aldave	Lillian Guy	Nicola Munarolo
Linda Al-Johani	Timothy Hewitson	Eli Nolet
Nuha Al-Sakkaf	Landon Hewitt	Andrew Pidsadny
Ashik Ashik	Karrissa Horan- LaRoche	Jorge Polo
Jimeca Atkinson	Fartun Hussein	Hale Poole
Jenna Azzam	James Hutton	Avery Rogan
Raghad Azzam	Josh Kiena	Amy Smith
Stephanie Bertolo	Aaron Kuhnen	Laura Torres
Mymoon Bhuiyan	Latisha Laing	Ryan Tse
Sheldon Combs	Michelle Leach	Leah Yaromich
Amanda Crocker	Lydia Loo	Jenny Zhao
Hector Diaz-Sanchez	Alexa Luckie	Alyssa Zinley
Marvel Ekwuribe	Ryan Luong	
Jessica Fitchett	Radu Lupascu	

**Adult Allies**

---

Nadia Badke	Erin Goetz	Michelle Williams
Sonya Baldwin	Irene Heffernan	Jesse Williamson
Brenda Bax	Paul Johnson	Louisa Wong
Rob Brown	Jo-Anne Kirkwood	
Jessica Chase	Grace Mater	
Christopher Cutler	Heather McCully	
Al Fletcher	Michelle Neuman	

HAM  
H O N T  
Y O U T H  
  
Hamilton



[www.hamilton.ca/youth](http://www.hamilton.ca/youth)

## **Guiding Principles for the Recreation Master Plan**

Guiding principles were established using data collected from community and stakeholder engagements and combined with other relevant research and key frameworks from the City of Hamilton such as the City’s Strategic Plan, Our Future Hamilton, and previous Recreation studies.

### **1. Equity and Inclusion**

**The provision of responsive recreation services is based on the needs of residents and serves all age groups and all areas of Hamilton. Distribution of services and public spaces is equitable and respects gender, identity, age, ability, ethnicity, race, income, and interests at a minimum.**

- a. Implement intentional approaches (policies, programs and outreach, etc.) that define what the City will do to include under-represented populations in the design and delivery of recreation services.
- b. Include members of the community who are under-served through means such as representation on committees, staff and volunteer teams.
- c. Strengthen the equitable distribution of services and facilities by addressing service and facility gaps and growth-related needs, taking into account the uniqueness of Hamilton’s communities.
- d. Create accessible and inclusive activities and safe gathering spaces that help residents maintain active, healthy, and connected lifestyles.
- e. Provide exemplary customer service and welcome all members of the community into public spaces and programs.

**Community Findings:** Hamiltonians expect to have equitable access to services, but many feel that some communities are lacking needed facilities. Nearly two-fifths (38%) of survey respondents do not feel that recreation and parks facilities are distributed equitably across the entire City.

### **2. A Spectrum of Recreation Service Choices**

**There is a wide range of affordable and accessible opportunities for active, creative, sport, and general interest recreational experiences that support residents in achieving their goals and aspirations.**

- a. Support and promote unstructured and structured experiences that encourage physical activity, learning, creativity, self-proficiency, community building, healthy aging, and fun.
- b. Design appealing facilities that accommodate a broad range of organized and self-directed activities, including amenities that can be used year-round and for multiple purposes.
- c. Optimize the utilization and improve the operational efficiency of existing facilities and programs.

- d. Work with all groups and organizations to identify the range of choices and establish strategies to address gaps in service.

**Community Findings:** Hamilton residents are seeking convenient social, leisure, sport, and community activity options. Nearly half (47%) of respondents are unable to participate in recreation and parks activities as often as they would like. Top barriers include a lack of desired facilities or programs, programs not offered at convenient times, and programs being full.

### 3. High Quality Facilities and Services

**Our recreation system offers high quality, accessible, and sustainable facilities and services that enhance the health and wellbeing of residents, while helping to achieve other municipal priorities.**

- a. Foster recreation places, spaces, and programs that are welcoming, safe, and promote a sense of belonging for all residents.
- b. Invest more in renewing and upgrading existing facilities, including accessibility improvements.
- c. Ensure that public spaces are safe, barrier-free and maintained in a state of good repair by employing proactive asset management practices.
- d. Support Hamilton’s growth through proactive planning and innovative models that reflect an increasingly urbanized city.
- e. Consider the possible environmental and social impacts of recreation and parks infrastructure projects and services.
- f. Build and adapt recreational infrastructure to meet or exceed environmental standards, including reducing energy use, withstanding extreme weather events, and decreasing greenhouse gas emissions.

**Community Findings:** Residents and user groups support continued investment in recreation facilities, particularly those that are accessible, barrier-free, year-round, and responsive to emerging needs. The survey found that 85% of residents believe that upgrades to existing recreation and parks facilities should be a high priority for the City, while 77% feel the same about the development of new facilities.

### 4. Partnerships and Collective Impact

**All relevant community partners are engaged in addressing community issues where recreation and sport can be of added value – we are stronger together.**

- a. Work with others to share information, explore new opportunities and address identified community issues.
- b. Prioritize co-location and shared space with other City services and viable community partners.
- c. Support volunteerism and community engagement in the planning and delivery of services and events.

- d. Work with community partners to create a sustainable sport development model.
- e. Celebrate the physical, social, economic, and environmental benefits of recreation on both individual and community wellbeing.

**Community Findings:** The City of Hamilton is a leader in the provision of recreation services, but many other volunteers, organizations, agencies and business play important roles too. Nearly nine-out-of-ten survey respondents (88%) agreed that the City should continue to work together with other service providers to provide recreation services.

## 5. Financial Sustainability

**We demonstrate leadership and accountability through responsible fiscal management and the pursuit of creative funding approaches that support our core services.**

- a. Advocate for sustainable funding approaches to support the delivery and maintenance of a high-quality recreation system.
- b. Bolster long-term financial accountability through the cost-effective and efficient management of available resources.
- c. Adopt continuous improvement and quality assurance models in the delivery of service and use evidence to support decisions.
- d. Coordinate and align common objectives with cross-departmental and City-wide objectives and initiatives.
- e. Regularly measure the effectiveness and efficiency of services and facilities with the goal of maximizing participation, utilization, and user satisfaction.

**Community Findings:** Affordable, efficient and effective service delivery is very important to Hamiltonians. The survey found that the City is doing well in this area, but there are always opportunities for improvement. More than two-thirds (68%) of respondents felt that the City’s recreation parks and facilities provide good value for their tax dollars.

**MULTI-PROGRAM ONTARIO TRANSFER PAYMENT AGREEMENT**

**THE AGREEMENT**, effective as of the 1st day of April, 2022 (the "**Effective Date**")

**B E T W E E N :**

**Her Majesty the Queen in right of Ontario  
as represented by the Minister of Municipal Affairs and  
Housing**

(the "**Province**")

- and -

**[enter the full legal name of the Service Manager]**

(the "**Recipient**")

**CONSIDERATION**

In consideration of the mutual covenants and agreements contained in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which are expressly acknowledged, the Province and the Recipient agree as follows:

**1.0 ENTIRE AGREEMENT**

1.1 The Agreement, together with:

Schedule "A" - General Terms and Conditions,

and in respect of each Program funded under this Agreement,

Schedule "B" - Program Specific Information and Additional Provisions

Schedule "C" - Program

Schedule "C-1" Capital Component

Schedule "C-2" Program Guidelines

Schedule "D" - Reports, and

any amending agreement entered into as provided for in section 4.1,

constitutes the entire agreement between the Parties with respect to the subject matter contained in the Agreement and supersedes all prior oral or written representations and agreements.



## 2.0 CONFLICT OR INCONSISTENCY

2.1 **Conflict or Inconsistency.** In the event of a conflict or inconsistency between the provisions in Schedule "A" and the provisions of any other Schedule, the following rules will apply:

- (a) the Parties will interpret any other Schedule in so far as possible, in a way that preserves the intention of the Parties as expressed in Schedule "A"; and
- (b) where it is not possible to interpret the other Schedule in a way that is consistent with the provisions in Schedule "A", the other Schedule will prevail over the provisions in Schedule "A" to the extent of the inconsistency.

## 3.0 COUNTERPARTS & E-SIGNATURES

3.1 This Agreement may be executed and delivered in counterparts by electronic means, including by email transmission in PDF format, and the Parties may rely on such electronic execution as though it were an original hand-written signature.

## 4.0 AMENDING THE AGREEMENT

4.1 The Agreement may only be amended by a written agreement duly executed by the Parties.

## 5.0 ACKNOWLEDGEMENT

5.1 The Recipient acknowledges that:

- (a) the Funds are to assist the Recipient to carry out the Programs and not to provide goods or services to the Province;
- (b) the Province is not responsible for carrying out the Programs; and
- (c) the Province is bound by the *Freedom of Information and Protection of Privacy Act* (Ontario) and that any information provided to the Province in connection with the Projects or otherwise in connection with the Agreement may be subject to disclosure in accordance with that Act.

The Parties have executed the Agreement on the dates set out below.

HER MAJESTY THE QUEEN IN RIGHT OF  
ONTARIO as represented by the Minister of  
Municipal Affairs and Housing

\_\_\_\_\_  
Date

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

Title:

**[enter the full legal name of the Service Manager]**

\_\_\_\_\_  
Date

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

Title:

I have authority to bind the Recipient.

\_\_\_\_\_  
Date

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

Title:

I have authority to bind the Recipient.

**SCHEDULE "A"**  
**GENERAL TERMS AND CONDITIONS**

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**A1.0 INTERPRETATION AND DEFINITIONS**

A1.1 **Interpretation.** For the purposes of interpretation:

- (a) words in the singular include the plural and vice-versa;
- (b) words in one gender include all genders;
- (c) the headings do not form part of the Agreement; they are for reference only and will not affect the interpretation of the Agreement;
- (d) any reference to dollars or currency will be in Canadian dollars and currency; and
- (e) "include", "includes" and "including" denote that the subsequent list is not exhaustive.

A1.2 **Definitions.** In the Agreement, the following terms will have the following meanings:

**"Additional Provisions"** means, in respect of a Program, the terms and conditions set out in Schedule "B".

**"Agreement"** means this agreement entered into between the Province and the Recipient, all of the schedules listed in section 1.1, and any amending agreement entered into pursuant to section 4.1.

**"Annual Funding Allocation"** in respect of each Funding Year, means the amount that the Province notionally allocates to the Recipient for a Program.

**"Business Day"** means any working day, Monday to Friday inclusive, excluding statutory and other holidays, namely: New Year's Day; Family Day; Good Friday; Easter Monday; Victoria Day; Canada Day; Civic Holiday; Labour Day; Thanksgiving Day; Remembrance Day; Christmas Day; Boxing Day and any other day on which the Province has elected to be closed for business.

**"Capital Component"** means the component of the Program governed by Schedule "C-1" and the Program Guidelines.

**"Community Homelessness Prevention Initiative"** means the Service Manager Service Agreement entered into by the Province and the Recipient effective as of January 1, 2013.

**"Effective Date"** means the date set out at the top of the Agreement.

**"Event of Default"** has the meaning ascribed to it in section A13.1.

**"Expiry Date"** means the date on which the Agreement will expire and is the latest date set out in Schedule "B" in respect of a Program funded under this Agreement.

**"Funding Year"** means:

- (a) in the case of the first Funding Year, the period commencing on the Effective Date and ending on the following March 31; and
- (b) in the case of Funding Years subsequent to the first Funding Year, the period commencing on April 1 following the end of the previous Funding Year and ending on the following March 31.

**"Funds"** means the money the Province provides to the Recipient pursuant to the Agreement.

**"Home for Good"** means the Ontario Transfer Payment Agreement entered into by the Province and the Recipient, if applicable.

**"Indemnified Parties"** means Her Majesty the Queen in right of Ontario, Her ministers, agents, appointees and employees.

**"Investment Plan"** means an Investment Plan substantially in the form of Appendix "A" to Schedule "D."

**"Maximum Funds"** means, in respect of a Program, the maximum Funds set out in Schedule "B."

**"Notice"** means any communication given or required to be given pursuant to the Agreement.

**"Notice Period"** means the period of time within which the Recipient is required to remedy an Event of Default pursuant to section A13.3(b), and includes any such period or periods of time by which the Province extends that time in accordance with section A13.4.

**"Parties"** means the Province and the Recipient.

**"Party"** means either the Province or the Recipient.

**"Program"** means the Program described in Schedule "C", Schedule C-1" and Schedule "C-2".

**"Program Guidelines"** means the guidelines for the Program attached as Schedule "C-2", as amended by the Province from time to time, and any future supplementary guidelines for the Program issued by the Province.

**"Program End Date"** means, in respect of a Program, the date on which the Program will terminate as set out Schedule "B".

**"Proponent"** means any recipient of Funds pursuant to an agreement with the

Recipient.

**"Reports"** means the reports described in Schedule "D".

**"Strong Communities Rent Supplement Program"** means the Memorandum of Understanding entered into by the Province and Recipient, if applicable.

## **A2.0 REPRESENTATIONS, WARRANTIES AND COVENANTS**

**A2.1 General.** The Recipient represents, warrants and covenants that:

- (a) it is, and will continue to be, a validly existing legal entity with full power to fulfill its obligations under the Agreement;
- (b) it has, and will continue to have, the experience and expertise necessary to carry out the Programs;
- (c) it is in compliance with, and will continue to comply with, all federal and provincial laws and regulations, all municipal by-laws, and any other orders, rules and by-laws related to any aspect of a Program, the Funds, or both; and
- (d) unless otherwise provided for in the Agreement, any information the Recipient provided to the Province in support of its request for funds (including information relating to any eligibility requirements) was true and complete at the time the Recipient provided it and will continue to be true and complete.

**A2.2 Execution of Agreement.** The Recipient represents and warrants that it has:

- (a) the full power and authority to enter into the Agreement; and
- (b) taken all necessary actions to authorize the execution of the Agreement.

**A2.3 Governance.** The Recipient represents, warrants and covenants that it has, and will maintain in writing, and will follow:

- (a) a code of conduct and ethical responsibilities for all persons at all levels of the Recipient's organization;
- (b) procedures to enable the Recipient's ongoing effective functioning;
- (c) decision-making mechanisms for the Recipient;
- (d) procedures to enable the Recipient to manage Funds prudently and effectively;
- (e) procedures to enable the Recipient to complete each Program successfully;
- (f) procedures to enable the Recipient to identify risks to the completion of each Program, and strategies to address the identified risks, all in a timely manner;
- (g) procedures to enable the preparation and submission of all Reports required pursuant to Article A7.0; and
- (h) procedures to enable the Recipient to address such other matters as the

Recipient considers necessary to enable the Recipient to carry out its obligations under the Agreement.

A2.4 **Supporting Proof.** Upon the request of the Province, the Recipient will provide the Province with proof of the matters referred to in this Article A2.0.

### **A3.0 TERM OF THE AGREEMENT**

A3.1 **Term.** The term of the Agreement will commence on the Effective Date and will expire on the Expiry Date unless terminated earlier pursuant to Article A11.0, Article A12.0 or Article A13.0.

### **A4.0 FUNDS AND CARRYING OUT THE PROJECT**

A4.1 **Funds Provided.** The Province will, in respect of each Program:

- (a) make a notional allocation of funding for each Funding Year
- (b) provide the Recipient up to the Maximum Funds for each Funding Year for the purpose of carrying out the Program;
- (c) provide the Funds to the Recipient in accordance with the payment plan set out in the Program Guidelines attached as Schedule "C-2" to the Agreement; and
- (d) deposit the Funds into an account designated by the Recipient provided that the account:
  - (i) resides at a Canadian financial institution; and
  - (ii) is in the name of the Recipient.

A4.2 **Limitation on Payment of Funds.** Despite section A4.1:

- (a) the Province is not obligated to provide any Funds to the Recipient until the Recipient provides the certificates of insurance or other proof as the Province may request pursuant to section A10.2;
- (b) the Province is not obligated to provide instalments of Funds in respect of any Program until it is satisfied with the progress of the Program;
- (c) the Province may adjust the amount of Funds it provides to the Recipient in any Funding Year based upon the Province's assessment of the information the Recipient provides to the Province pursuant to section A7.1; or
- (d) if, pursuant to the *Financial Administration Act* (Ontario), the Province does not receive the necessary appropriation from the Ontario Legislature for payment under the Agreement, the Province is not obligated to make any such payment, and, as a consequence, the Province may:
  - (i) reduce the amount of Funds and, in consultation with the Recipient, change the Programs or any Program; or
  - (ii) terminate the Agreement pursuant to section A12.1.

A4.3 **Use of Funds and Carry out the Programs.** The Recipient will, in respect of each Program, do all of the following:

- (a) comply with the Program Guidelines and all Notices provided by the Province;
- (b) carry out the Program in accordance with the Agreement, including the Program Guidelines and any Notice provided by the Province;
- (c) use the Funds only for the purpose of carrying out the Program;
- (d) spend the Funds only in accordance with the Agreement, including the Program Guidelines;
- (e) use the Funds provided for administration costs only to offset the costs of performing tasks under the Program; and
- (f) not use the Funds to cover any cost that has or will be funded or reimbursed by one or more of any third party, ministry, agency, or organization of the Government of Ontario.

A4.4 **Interest Bearing Account.** If the Province provides Funds before the Recipient's immediate need for the Funds, the Recipient will place the Funds in an interest bearing account in the name of the Recipient at a Canadian financial institution.

A4.5 **Interest.** If the Recipient earns any interest on the Funds, the Province may:

- (a) deduct an amount equal to the interest from any further instalments of Funds; or
- (b) demand from the Recipient the payment of an amount equal to the interest.

A4.6 **Rebates, Credits and Refunds.** The Province will calculate Funds based on the actual costs to the Recipient to carry out the Program, less any costs (including taxes) for which the Recipient has received, will receive, or is eligible to receive, a rebate, credit, or refund.

## **A5.0 RECIPIENT'S ACQUISITION OF GOODS OR SERVICES, AND DISPOSAL OF ASSETS**

A5.1 **Acquisition.** If the Recipient acquires goods, services, or both with the Funds, it will:

- (a) do so through a process that promotes the best value for money; and
- (b) comply with the *Broader Public Sector Accountability Act, 2010* (Ontario), including any procurement directive issued thereunder, to the extent applicable.

## **A6.0 CONFLICT OF INTEREST**

A6.1 **No Conflict of Interest.** The Recipient will carry out each Program and use the Funds without an actual, potential, or perceived conflict of interest.

A6.2 **Conflict of Interest Includes.** For the purposes of this Article 6.0, a conflict of interest includes any circumstances where, in respect of each Program:

- (a) the Recipient; or
- (b) any person who has the capacity to influence the Recipient's decisions, has outside commitments, relationships or financial interests that could, or could be seen to, interfere with the Recipient's objective, unbiased and impartial judgment relating to the Program, the use of the Funds, or both.

A6.3 **Disclosure to Province.** The Recipient will:

- (a) disclose to the Province, without delay, any situation that a reasonable person would interpret as an actual, potential or perceived conflict of interest; and
- (b) comply with any terms and conditions that the Province may prescribe as a result of the disclosure.

## A7.0 REPORTS, ACCOUNTING AND REVIEW

A7.1 **Preparation and Submission.** The Recipient will:

- (a) submit to the Province at the address referred to in section A17.1, all Reports in accordance with the timelines and content requirements as provided for in Schedule "D", or in a form as specified by the Province from time to time;
- (b) submit to the Province at the address referred to in section A17.1, any other reports as may be requested by the Province in accordance with the timelines and content requirements specified by the Province;
- (c) ensure that all Reports and other reports are completed to the satisfaction of the Province; and
- (d) ensure that all Reports and other reports are signed on behalf of the Recipient by an authorized signing officer.

A7.2 **Record Maintenance.** The Recipient will keep and maintain:

- (a) all financial records (including invoices) relating to the Funds or otherwise to each Program in a manner consistent with generally accepted accounting principles; and
- (b) all non-financial documents and records relating to the Funds or otherwise to each Program.

A7.3 **Inspection.** The Province, any authorized representative, or any independent auditor identified by the Province may, at the Province's expense, upon twenty-four hours' Notice to the Recipient and during normal business hours, enter upon



the Recipient's premises to review the progress of the Program and the Recipient's allocation and expenditure of the Funds and, for these purposes, the Province, any authorized representative, or any independent auditor identified by the Province may take one or more of the following actions:

- (a) inspect and copy the records and documents referred to in section A7.2;
- (b) remove any copies made pursuant to section A7.3(a) from the Recipient's premises; and
- (c) conduct an audit or investigation of the Recipient in respect of the expenditure of the Funds, any Projects, or both.

**A7.4 Disclosure.** To assist in respect of the rights provided for in section A7.3, the Recipient will disclose any information requested by the Province, any authorized representatives, or any independent auditor identified by the Province, and will do so in the form requested by the Province, any authorized representative, or any independent auditor identified by the Province, as the case may be.

**A7.5 No Control of Records.** No provision of the Agreement will be construed so as to give the Province any control whatsoever over the Recipient's records.

**A7.6 Auditor General.** The Province's rights under Article A7.0 are in addition to any rights provided to the Auditor General pursuant to section 9.2 of the *Auditor General Act* (Ontario).

## **A8.0 COMMUNICATIONS REQUIREMENTS**

**A8.1 Acknowledge Support.** Unless otherwise directed by the Province, the Recipient will:

- (a) acknowledge the support of the Province for the Programs; and
- (b) ensure that the acknowledgement referred to in section A8.1(a) is in a form and manner as directed by the Province.

**A8.2 Publication.** The Recipient will indicate, in any of its Program-related publications, whether written, oral, or visual, that the views expressed in the publication are the views of the Recipient and do not necessarily reflect those of the Province.

## **A9.0 INDEMNITY**

**A9.1 Indemnification.** The Recipient will indemnify and hold harmless the Indemnified Parties from and against any and all liability, loss, costs, damages and expenses (including legal, expert and consultant fees), causes of action, actions, claims, demands, lawsuits or other proceedings, by whomever made, sustained, incurred, brought or prosecuted, in any way arising out of or in

connection with each Program or otherwise in connection with the Agreement, unless solely caused by the negligence or wilful misconduct of the Indemnified Parties.

## **A10.0 INSURANCE**

**A10.1 Recipient's Insurance.** The Recipient represents, warrants, and covenants that it has, and will maintain, at its own cost and expense, with insurers having a secure A.M. Best rating of B+ or greater, or the equivalent, all the necessary and appropriate insurance that a prudent person carrying out a project similar to the Programs would maintain, including commercial general liability insurance on an occurrence basis for third party bodily injury, personal injury and property damage, to an inclusive limit of not less than the amount provided for in Schedule "B" per occurrence. The insurance policy will include the following:

- (a) the Indemnified Parties as additional insureds with respect to liability arising in the course of performance of the Recipient's obligations under, or otherwise in connection with, the Agreement;
- (b) a cross-liability clause;
- (c) contractual liability coverage; and
- (d) a 30-day written notice of cancellation.

**A10.2 Proof of Insurance.** The Recipient will:

- (a) provide to the Province, either:
  - (i) certificates of insurance that confirm the insurance coverage as provided for in section A10.1; or
  - (ii) other proof that confirms the insurance coverage as provided for in section A10.1; and
- (b) upon the request of the Province, provide to the Province a copy of any insurance policy.

## **A11.0 TERMINATION ON NOTICE**

**A11.1 Termination on Notice.** The Province may terminate any Program and/or the Agreement at any time without liability, penalty, or costs upon giving at least 30 days' Notice to the Recipient. If the Province gives such Notice in respect of a Program, it may require the Recipient to take reasonable steps within the Notice period to wind down the Program.

**A11.2 Consequences of Termination on Notice by the Province.** If the Province terminates the Agreement pursuant to section A11.1, the Province may take one or more of the following actions:

- (a) cancel further instalments of Funds;
- (b) demand from the Recipient the payment of any Funds remaining in the possession or under the control of the Recipient; and
- (c) determine the reasonable costs for the Recipient to wind down the Program, and do either or both of the following:
  - (i) permit the Recipient to offset such costs against the amount the Recipient owes pursuant to section A11.2(b); and
  - (ii) subject to section A4.1(a), provide Funds to the Recipient to cover such costs.

## **A12.0 TERMINATION WHERE NO APPROPRIATION**

**A12.1 Termination Where No Appropriation.** If, as provided for in section A4.2(d), the Province does not receive the necessary appropriation from the Ontario Legislature for any payment the Province is to make pursuant to the Agreement, the Province may terminate the Agreement immediately without liability, penalty, or costs by giving Notice to the Recipient.

**A12.2 Consequences of Termination Where No Appropriation.** If the Province terminates the Agreement pursuant to section A12.1, the Province may take one or more of the following actions:

- (a) cancel further instalments of Funds;
- (b) demand from the Recipient the payment of any Funds remaining in the possession or under the control of the Recipient; and
- (c) determine the reasonable costs for the Recipient to wind down the Programs and permit the Recipient to offset such costs against the amount owing pursuant to section A12.2(b).

**A12.3 No Additional Funds.** If pursuant to section A12.2(c), the Province determines that the costs to wind down the Programs exceed the Funds remaining in the possession or under the control of the Recipient, the Province will not provide additional Funds to the Recipient.

## **A13.0 EVENT OF DEFAULT, CORRECTIVE ACTION AND TERMINATION FOR DEFAULT**

**A13.1 Events of Default.** Each of the following events will constitute an Event of Default:

- (a) in the opinion of the Province, the Recipient breaches any representation, warranty, covenant or other material term of the Agreement, including failing to do any of the following in accordance with the terms and conditions of the Agreement:
  - (i) carry out any Program;

- (ii) use or spend Funds; or
- (iii) provide, in accordance with section A7.1, Reports or such other reports as may have been requested pursuant to section A7.1(b);
- (b) the Recipient's operations, its financial condition, or its organizational structure, changes such that it no longer meets one or more of the eligibility requirements of the program under which the Province provides the Funds;
- (c) the Recipient makes an assignment, proposal, compromise, or arrangement for the benefit of creditors, or a creditor makes an application for an order adjudging the Recipient bankrupt, or applies for the appointment of a receiver;
- (d) the Recipient ceases to operate;
- (e) there is a breach by any Proponent of any Program related agreement between it and the Recipient.

**A13.2 Consequences of Events of Default and Corrective Action.** If an Event of Default occurs, the Province may, at any time, take one or more of the following actions:

- (a) initiate any action the Province considers necessary in order to facilitate the successful continuation or completion of any Program;
- (b) provide the Recipient with an opportunity to remedy the Event of Default;
- (c) suspend the payment of Funds for such period as the Province determines appropriate;
- (d) reduce the amount of the Funds;
- (e) cancel further instalments of Funds;
- (f) demand from the Recipient the payment of any Funds remaining in the possession or under the control of the Recipient;
- (g) demand from the Recipient the payment of an amount equal to any Funds the Recipient used, but did not use in accordance with the Agreement;
- (h) demand from the Recipient the payment of an amount equal to any Funds the Province provided to the Recipient; and
- (i) terminate the Agreement or a Program at any time, including immediately, without liability, penalty or costs to the Province upon giving Notice to the Recipient.

**A13.3 Opportunity to Remedy.** If, in accordance with section A13.2(b), the Province provides the Recipient with an opportunity to remedy the Event of Default, the Province will give Notice to the Recipient of:

- (a) the particulars of the Event of Default; and
- (b) the Notice Period.

**A13.4 Recipient not Remediating.** If the Province provided the Recipient with an opportunity to remedy the Event of Default pursuant to section A13.2(b), and:

- (a) the Recipient does not remedy the Event of Default within the Notice Period;
- (b) it becomes apparent to the Province that the Recipient cannot completely remedy the Event of Default within the Notice Period; or
- (c) the Recipient is not proceeding to remedy the Event of Default in a way that is satisfactory to the Province,

the Province may extend the Notice Period, or initiate any one or more of the actions provided for in sections A13.2(a), (c), (d), (e), (f), (g), (h), and (i).

**A13.5 When Termination Effective.** Termination under this Article will take effect as provided for in the Notice.

#### **A14.0 FUNDS AT THE END OF A FUNDING YEAR**

**A14.1 Funds at the End of a Funding Year.** Without limiting any rights of the Province under Article A13.0, if the Recipient has not spent all of the Funds provided for the Funding Year as provided for in the Program Guidelines, the Province may take one or both of the following actions:

- (a) demand from the Recipient payment of the unspent Funds; and
- (b) adjust the amount of any further instalments of Funds accordingly.

#### **A15.0 FUNDS UPON PROGRAM END DATE AND EXPIRY OF AGREEMENT**

**A15.1 Funds Upon Program End Date.** In respect of each Program, the Recipient will, upon the Program End Date, return to the Province any Funds remaining in its possession or under its control.

**A15.2 Funds Upon Expiry.** The Recipient will, upon expiry of the Agreement, return to the Province any Funds remaining in its possession or under its control.

#### **A16.0 DEBT DUE AND PAYMENT**

**A16.1 Payment of Overpayment.** If at any time the Province provides Funds in excess of the amount to which the Recipient is entitled under the Agreement, the Province may:

- (a) deduct an amount equal to the excess Funds from any further instalments of Funds; or
- (b) demand that the Recipient pay an amount equal to the excess Funds to the Province.

**A16.2 Debt Due.** If, pursuant to the Agreement:

- (a) the Province demands from the Recipient the payment of any Funds or an

- amount equal to any Funds; or
- (b) the Recipient owes any Funds or an amount equal to any Funds to the Province, whether or not the Province has demanded their payment,

such Funds or other amount will be deemed to be a debt due and owing to the Province by the Recipient, and the Recipient will pay the amount to the Province immediately, unless the Province directs otherwise.

**A16.3 Interest Rate.** The Province may charge the Recipient interest on any money owing by the Recipient at the then current interest rate charged by the Province of Ontario on accounts receivable.

**A16.4 Payment of Money to Province.** The Recipient will pay any money owing to the Province by cheque payable to the "Ontario Minister of Finance" and delivered to the Province as provided for in Schedule "B".

**A16.5 Fails to Pay.** Without limiting the application of section 43 of the *Financial Administration Act* (Ontario), if the Recipient fails to pay any amount owing under the Agreement, Her Majesty the Queen in right of Ontario may deduct any unpaid amount from any money payable to the Recipient by Her Majesty the Queen in right of Ontario. To the extent any debt is owing by the Recipient under this Agreement in respect of a Program, that debt may be deducted from any debt owing by the Province to the Recipient under this Agreement in respect of the same or any other Program.

## **A17.0 NOTICE**

**A17.1 Notice in Writing and Addressed.** Notice will be in writing and will be delivered by email, postage-prepaid mail, personal delivery, or fax, and will be addressed to the Province and the Recipient respectively as provided for in Schedule "B", or as either Party later designates to the other by Notice.

**A17.2 Notice Given.** Notice will be deemed to have been given:

- (a) in the case of postage-prepaid mail, five Business Days after the Notice is mailed; or
- (b) in the case of email, personal delivery or fax, one Business Day after the Notice is delivered.

**A17.3 Postal Disruption.** Despite section A17.2(a), in the event of a postal disruption:

- (a) Notice by postage-prepaid mail will not be deemed to be given; and
- (b) the Party giving Notice will give Notice by email, personal delivery, or by fax.

**A17.4 Notice of Proponent's Breach.** If the Proponent breaches any Program related agreement between it and the Recipient, the Recipient shall immediately

provide Notice of the breach to the Province.

#### **A18.0 CONSENT BY PROVINCE AND COMPLIANCE BY RECIPIENT**

A18.1 **Consent.** When the Province provides its consent pursuant to the Agreement, it may impose any terms and conditions on such consent and the Recipient will comply with such terms and conditions.

#### **A19.0 SEVERABILITY OF PROVISIONS**

A19.1 **Invalidity or Unenforceability of Any Provision.** The invalidity or unenforceability of any provision of the Agreement will not affect the validity or enforceability of any other provision of the Agreement. Any invalid or unenforceable provision will be deemed to be severed.

#### **20.0 WAIVER**

A20.1 **Waiver Request.** Either Party may, in accordance with the Notice provision set out in Article A17.0, ask the other Party to waive an obligation under the Agreement.

A20.2 **Waiver Applies.** Any waiver a Party grants in response to a request made pursuant to section A20.1 will:

- (a) be valid only if the Party granting the waiver provides it in writing; and
- (b) apply only to the specific obligation referred to in the waiver.

#### **A21.0 INDEPENDENT PARTIES**

A21.1 **Parties Independent.** The Recipient is not an agent, joint venturer, partner, or employee of the Province, and the Recipient will not represent itself in any way that might be taken by a reasonable person to suggest that it is, or take any actions that could establish or imply such a relationship. The Recipient will in any agreement that it enters into in connection with its obligations hereunder shall require the other party to acknowledge that the Recipient is not an agent of the Province of Ontario and cannot bind the Province.

#### **A22.0 ASSIGNMENT OF AGREEMENT OR FUNDS**

A22.1 **No Assignment.** The Recipient will not, without the prior written consent of the Province, assign any of its rights, or obligations under the Agreement.

A22.2 **Agreement Binding.** All rights and obligations contained in the Agreement will extend to and be binding on the Parties' respective heirs, executors, administrators, successors and permitted assigns.

## **A23.0 GOVERNING LAW**

A23.1 **Governing Law.** The Agreement and the rights, obligations, and relations of the Parties will be governed by and construed in accordance with the laws of the Province of Ontario and the applicable federal laws of Canada. Any actions or proceedings arising in connection with the Agreement will be conducted in the courts of Ontario, which will have exclusive jurisdiction over such proceedings.

## **A24.0 FURTHER ASSURANCES**

A24.1 **Agreement into Effect.** The Recipient will provide such further assurances as the Province may request from time to time with respect to any matter to which the Agreement pertains, and will otherwise do or cause to be done all acts or things necessary to implement and carry into effect the terms and conditions of the Agreement to their full extent.

## **A25.0 JOINT AND SEVERAL LIABILITY**

A25.1 **Joint and Several Liability.** Where the Recipient is comprised of more than one entity, all such entities will be jointly and severally liable to the Province for the fulfillment of the obligations of the Recipient under the Agreement.

## **A26.0 RIGHTS AND REMEDIES CUMULATIVE**

A26.1 **Rights and Remedies Cumulative.** The rights and remedies of the Province under the Agreement are cumulative and are in addition to, and not in substitution for, any of its rights and remedies provided by law or in equity.

## **A27.0 FAILURE TO COMPLY WITH OTHER AGREEMENTS**

A27.1 **Other Agreements.** If the Recipient:

- (a) has failed to comply with any term, condition or obligation under any other agreement with Her Majesty the Queen in right of Ontario or one of Her agencies (a "**Failure**");
- (b) has been provided with notice of such Failure in accordance with the requirements of such other agreement;
- (c) has, if applicable, failed to rectify such Failure in accordance with the requirements of such other agreement; and
- (d) such Failure is continuing,

the Province may suspend the payment of Funds for such period as the Province determines appropriate.

## **A28.0 AMENDMENT BY NOTICE**



A28.1 **Amendment by Notice.** The Province may issue amended, updated and/or supplementary Program Guidelines from time to time without the agreement of the Recipient provided that the changes do not impose substantial additional liability on the Recipient. The Province shall provide any such amended and/or updated Program Guidelines to the Recipient by Notice.

## **A29.0 SURVIVAL**

A29.1 **Survival.** The following Articles and sections, and all applicable cross-referenced sections and schedules, will continue in full force and effect for a period of seven years from the date of expiry or termination of the Agreement: Article 1.0, Article 3.0, Article A1.0 and any other applicable definitions, section 2.1(a), section A4.2(d), section A4.5, section A7.1 (to the extent that the Recipient has not provided the Reports or other reports as may have been requested to the satisfaction of the Province), sections A7.2, A7.3, A7.4, A7.5, A7.6, Article A8.0, Article A9.0, section A11.2, sections A12.2, A12.3, sections A13.1, A13.2(d), (e), (f), (g) and (h), Article A15.0, Article A16.0, Article A17.0, Article A19.0, section A22.2, Article A23.0, Article A25.0, Article A26.0, Article A27.0, Article A28.0 and Article 29.0.

**- END OF GENERAL TERMS AND CONDITIONS -**

Homelessness Prevention Program

SCHEDULE "B"

PROJECT SPECIFIC INFORMATION AND ADDITIONAL PROVISIONS

<b>Maximum Funds</b>	For each Funding Year, the amount of the Annual Funding Allocation
<b>Program End Date</b>	Subject to termination rights in Article A11.0, A12.0 and A13.0 of the Agreement, the date indicated in a Notice provided by the Province to the Recipient as being the Program End Date.
<b>Insurance</b>	\$ 2,000,000
<b>Contact information for the purposes of Notice to the Province</b>	<p><b>Position:</b> Director, Housing Programs Branch, Ministry of Municipal Affairs and Housing</p> <p><b>Address:</b> 777 Bay Street, 14<sup>th</sup> Floor, Toronto, ON M7A 2J3</p> <p><b>Fax:</b></p> <p><b>Email:</b> Sebastian.Franks@ontario.ca</p>
<b>Contact information for the purposes of Notice to the Recipient</b>	<p><b>Position:</b></p> <p><b>Address:</b></p> <p><b>Fax:</b></p> <p><b>Email:</b></p>
<b>Contact information for the senior financial person in the Recipient organization (e.g., CFO, CAO) – to respond as required to requests from the Province related to the Agreement</b>	<p><b>Position:</b></p> <p><b>Address:</b></p> <p><b>Fax:</b></p> <p><b>Email:</b></p>

**Additional Provisions:**

1. The following provisions are added as Additional Provisions.

**30.0 PROGRAM OVER BUDGET**

**30.1 Program Over Budget.** The Recipient acknowledges that should Program expenses exceed the amount of the Funds, the Province is not responsible for any additional funding and the Recipient undertakes to incur all further costs necessary to carry out the Program.

**31.0 BY-NAME LISTS**

**31.1 By-Name Lists.** The Parties acknowledge that, as described in Schedule C-2, the Province intends to issue supplementary guidelines for the Program, pursuant to section A28.1, that provide new By-Name List requirements that will build on the current requirements.

**32.0 STATUS OF OTHER PROVINCIAL PROGRAMS**

**32.1 Termination of Home for Good.** If the Recipient entered into Home for Good with the Province, Home for Good is automatically terminated on the Effective Date of this Agreement.

**32.2 Home for Good – Service Manager Program Delivery.** If the Recipient entered into Home for Good with the Province for Service Manager Program Delivery, the following provisions apply in addition to section 32.1:

- (a) Despite termination, the Province will continue to provide Funds to the Recipient for the Capital Component in accordance with the Affordability Payment Schedule(s) as defined and set out in Home for Good; and
- (b) The Articles and sections in Article A29.0 (Survival) and sections in section 30.7 (Survival) of Schedule "B" of Home for Good will continue in full force and effect until the Province has made the last payment under the Affordability Payment Schedule and the Recipient has submitted the final Annual Occupancy Report as defined in Home for Good, to the Province's satisfaction.

**32.3 Home for Good – Direct Delivery.** If the Recipient entered into Home for Good with the Province for Direct Delivery with an Effective Date of March 31, 2020, the following provision applies in addition to section 32.1:

- (a) Despite termination, the Articles and sections in Article A29.0 (Survival) and any additional sections regarding survival in Schedule "B" will continue in full

force and effect for a period of seven years from the last day of the Affordability Period as defined and set out in Home for Good.

- 32.4 Termination of Community Homelessness Prevention Initiative.** The Community Homelessness Prevention Initiative is automatically terminated on the Effective Date of this Agreement. Despite termination, the Recipient will continue to confirm that projects funded under the Capital Funding – New Facilities component of the Social Services Relief Fund Phases 2 and 4 continue to be used for their intended purpose, or for longer-term housing solutions, for a minimum period of 10 years following completion.
- 32.5 Termination of Strong Communities Rent Supplement Program.** If the Recipient entered into Strong Communities Rent Supplement Program with the Province, Strong Communities Rent Supplement Program is automatically terminated on the Effective Date of this Agreement. Despite termination, sections 4.8 and 4.9 of the Strong Communities Rent Supplement Program will continue in full force and effect until the submission of the Recipient's final report. The Recipient is required to submit the final report for Strong Communities Rent Supplement Program in a form determined by the Province by June 30, 2022.

### **33.0 SURVIVAL**

- 33.1 Survival.** The following sections, and all applicable cross references, schedules and appendices will continue in full force and effect for a period of seven years from the date of expiry or termination of the Agreement: Articles 30 and 31, and Section 4 of Schedule "C."

## Homelessness Prevention Program

### SCHEDULE "C"

#### PROGRAM

#### Background

The Homelessness Prevention Program (HPP) is a result of the consolidation of funding from three Ministry of Municipal Affairs and Housing programs beginning April 1, 2022. The HPP combines the former Community Homelessness Prevention Initiative, Home for Good, and the Strong Communities Rent Supplement Program programs into one new program. The new Homelessness Prevention Program aims to prevent, address and reduce homelessness.

#### 1. Investment Plan.

- (1) The Recipient shall develop and submit to the Province for approval an Investment Plan prior to April 1<sup>st</sup> of each Funding Year.
- (2) The Investment Plan must be approved by the Recipient's council, through delegated authority or by the Board, as applicable.
- (3) The Investment Plan shall contain, among other things, the following information for the Funding Year:
  - (a) the amount of Funds projected to be used quarterly under each service category, as defined in the Program Guidelines;
  - (b) the number of units that are expected to be created and retrofitted and the number of households that are expected to be assisted under each service category
  - (c) the number of households that are expected to be assisted under each service category activity, as defined in the Program Guidelines;
  - (d) the amount of Funds to be used under each service category activity;
  - (e) the amount of Funds that will be used for administration costs and a rationale for the proposed use of administration funding; and
  - (f) additional details as requested by the Province.
- (4) The Province will provide Notice of its decision with respect to the approval of the Investment Plan with such amendments as the Province considers appropriate within a reasonable amount of time.

- (5) The Recipient acknowledges that the Province will use the Investment Plan to track the Recipient's progress against its Annual Funding Allocation for the Program.

2. **Updates to the Investment Plan.**

- (1) As reflected in Schedule "D", the Recipient shall update its Investment Plan on a quarterly basis and submit the updates to the Province.
- (2) Updates will include the Recipient's progress against its Annual Funding Allocation and the actual number of households assisted under each spending category.
- (3) The most recently reviewed update to the Investment Plan will be deemed to replace the previously reviewed update to the Investment Plan with respect to ongoing payments.
- (4) If changes in operating and capital funding are required, the Recipient must submit a business case to the Ministry for approval.

3. **Approvals.** With the exception of the initial payment in each Funding Year by the Province to the Recipient, the Investment Plan must be approved by the Province before the Recipient is entitled to receive any Funds in accordance with the plan, unless directed otherwise by the Province in writing.

4. **Adjustment.** For greater certainty, despite section A4.1 of Schedule "A", in order to more accurately reflect the Recipient's anticipated need for Funds, the Province may reduce the amount of the Funds to be provided and any instalment of Funds, based upon a failure to spend any part of the Annual Funding Allocation in the relevant Funding Year and/or the spending forecasts submitted by the Recipient under this Agreement.

5. **Administration Costs.** In the 2022-23 Funding Year, the Recipient may apply to use up to seven and a half per cent (7.5%) of its Annual Funding Allocation for the costs of administering the Program through the Investment Plan and updates to the Investment Plan. Starting in the 2023-24 Funding Year, and for subsequent Funding Years, the Recipient may apply to use up to five per cent (5%) of its Annual Funding Allocation for the costs of administering the Program.

## Homelessness Prevention Program

### SCHEDULE "C-1" CAPITAL COMPONENT

#### 1. Interpretation.

- (1) In this Schedule "C-1", capitalized terms have the meaning given to them in Schedule "A" and the following terms shall have the following meanings:

**"Affordability Period"** means for Supportive Housing Projects either:

- a) the twenty (20) year period following the Occupancy Date of a New Facilities Project; or,
- b) the ten (10) year period following the Completion Date of a Retrofit Project.

**"Commitment"** means a conditional commitment to provide Funding to a Proponent for either:

- a) the construction, acquisition and/or rehabilitation of, or the conversion of a property into, an approved New Facilities Project under a Contribution Agreement; or,
- b) the retrofit of an approved Retrofit Project under a Funding Agreement.

**"Completion Date"** means the date of substantial completion of the Development Activities for a Project.

**"Conditional Letter of Commitment"** means a letter issued by the Province confirming approval of a New Facilities Project.

**"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, an approved New Facilities Project and for Funding for the approved Project.

**"Development Activities"** means those activities which are normally undertaken for the development, construction, repair, renovation, rehabilitation or conversion of buildings for residential purposes, including the acquisition of property.

**"Emergency Shelter Solutions"** means emergency shelters and the services and supports offered in emergency shelters that provide relief or protect people

who are experiencing homelessness.

**"Funding Agreement"** means an agreement signed by the Service Manager and Proponent that is approved for contributions for a Retrofit Project.

**"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:

- (a) the minimum twenty (20) year period following the Completion Date for an Emergency Shelter Solutions New Facilities Project;
- (b) the minimum ten (10) year period following the Completion Date for an Emergency Shelter Solutions Retrofit Project; or
- (c) the minimum ten (10) year period following the Completion Date for a Supportive Housing Project during which support services shall be provided.

**"New Facilities Project"** means one of the following to create additional Emergency Shelter Solutions spaces or Supportive Housing Units:

- (a) acquisition of buildings that would be converted/upgraded;
- (b) conversion of an existing property and/or expansion of an existing facility; or
- (c) conventional or modular construction.

**"Occupancy Date"** means the date on which occupancy of all Units in a New Facilities Project is permitted.

**"Permitted Encumbrances"** means (i) the construction, acquisition, rehabilitation and/or conversion financing in respect the New Facilities Project approved by the Recipient, (ii) if the New Facilities 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 New Facilities 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.

**"Project"** means either a New Facilities Project or a Retrofit Project.

**"Project Information Form"** means the form submitted by the Recipient to the Province for consideration of a Project.

**"Retrofit Project"** means an Emergency Shelter Solutions or Supportive Housing Project to which health and safety upgrades including major repairs, rehabilitation or accessibility modifications are made.

**"Supportive Housing"** means a combination of housing assistance with individualized and flexible support services to enable people to live as independently as possible in their community.

**"Unit"** means a unit of Supportive Housing including self-contained residential dwellings, multi-bedroom units which are used for congregate living, and disabled/accessible units.

2. References in this Schedule to section numbers are references to sections of this Schedule unless stated otherwise.

## **NEW FACILITIES PROJECTS**

3. **Proposed New Facilities Projects.** The Recipient shall submit to the Province a Project Information Form for each New Facilities 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.
4. **New Facilities Project Eligibility.** Each New Facilities 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 New Facilities 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 New Facilities Project must be financially viable from a construction and operating cost perspective based on Recipient confirmation;
  - (d) the New Facilities Project must meet current Ontario Building Code requirements;
  - (e) the completed New Facilities Project must comply with the Program Guidelines; and
  - (f) the Recipient must have a plan in place to ensure that the New Facilities Project will be used for its Intended Use for the entire Intended Use Period.
5. **Conditional Letter of Commitment.** If the Province approves the New Facilities Project, the Province shall advise the Recipient of the approval and provide the Recipient with a Conditional Letter of Commitment.
6. **Changes.** The Recipient shall advise and request approval from the Province for any changes to the New Facilities Project which may affect how the Project will be used.
7. **Contribution Agreement.** Following the approval of each New Facilities Project by the Province, the Recipient shall, where a Proponent other than the Recipient will own the New Facilities Project, arrange for an appropriate form of Contribution Agreement with the Proponent to be executed.
8. **Funding Conditions.**
- (1) Before the Recipient enters into a Contribution Agreement with a Proponent for an approved New Facilities 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 New Facilities 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 Program, and, if the New Facilities 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 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 Schedule "A" to this Agreement read as if it applied to the Proponent, 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 adhere to the affordability requirements throughout the Affordability Period and/or 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 Agreement, including the reporting requirements.
- (3) The Recipient agrees that, where it is to be the owner of a New Facilities Project, the provisions of subsection 8(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 "C-1".
- 9. **Contribution Agreement Deadline.** No Contribution Agreement under this Schedule can be signed after November 30 of the Funding Year, or such earlier or later date as may be determined by the Province and communicated by the Province to the Recipient by Notice.
- 10. **Intended Use.** The Recipient shall ensure that each completed New Facilities Project is used for its Intended Use for the entire Intended Use Period.
- 11. **Disposition of Acquired Facilities.** For Emergency Shelter Solutions New Facilities 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 "C-1", and the Recipient reinvests the proceeds of disposition, if any, in the housing and homelessness sector.

## RETROFIT PROJECTS

- 12. **Proposed Retrofit Projects.** The Recipient shall submit to the Province a Project Information Form for each Retrofit Project that it would like funded. 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.

13. **Retrofit Project Eligibility.** Each Retrofit 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 Retrofit Project must meet current Ontario Building Code requirements;
  - (c) the completed Retrofit Project must comply with the Program Guidelines; and
  - (d) the Recipient must have a plan in place to ensure that the Retrofit Project will be used for its Intended Use for the entire Intended Use Period.
14. **Funding Conditions.**
- (1) The Recipient shall ensure that the Funding Agreement with each Proponent requires the Proponent to comply with the requirements of the Program and includes obligations to:
    - (a) complete the Development Activities within construction budgets and financing approved by the Recipient and required timelines;
    - (b) require the Proponent to use the Funds provided for the Project only for eligible expenses in connection with the Project and adhere to the affordability requirements throughout the Affordability Period and/or use the Project for its Intended Use for the entire Intended Use Period;
    - (c) refund to the Recipient any misused funds; and
    - (d) provide the reports and other things to the Recipient needed to enable the Recipient to comply with requirements of the Agreement, including the reporting requirements.
  - (2) The Recipient agrees that, where it is to be the owner of a Retrofit Project, the provisions of subsection 14(1) apply to it with the necessary changes.
  - (3) The Recipient shall ensure that each Funding Agreement contains provisions to the effect that,
    - (c) 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

- (d) 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 "C-1".

- 15. **Funding Agreement Deadline.** No Funding Agreement under this Schedule can be signed after December 31 of the Funding Year, or such earlier or later date as may be determined by the Province and communicated by the Province to the Recipient by Notice.
- 16. **Intended Use.** The Recipient shall ensure that each completed Retrofit Project is used for its Intended Use for the entire Intended Use Period.

### **ALL PROJECTS**

- 17. **Payments.** Funds shall be paid in accordance with the Program Guidelines.
- 18. **Acknowledgement.** The Recipient acknowledges that the requirements in this Schedule "C-1" relating to the Project(s) are not all that is required, advisable and/or prudent in connection with their construction.
- 19. **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 or Letter of Agreement and the Program Guidelines, including this Schedule "C-1".
- 20. **Budget and Financing.** The Recipient shall ensure that any property for an approved Project is acquired and that approved Project(s) are constructed and/or retrofitted by Proponents(s) within budgets and financing approved by the Recipient.
- 21. **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.
- 22. **Construction Completion.** Construction for each approved Project must be completed 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 is not completed by that date, the Province may cancel the Funds for the Project.

23. **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.
24. **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.
25. **Enforcing Contribution Agreement and Letter of 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, Letters of Agreement and Security.
26. **Proof that Units Can be Occupied.** The Recipient shall, at the request of the Province, provide the Province with proof that occupancy of all Units in a completed New Facilities Project is permitted.
27. **Initial Occupancy Report.** Upon initial occupancy of a completed Supportive Housing Project, the Recipient shall obtain and validate from each Proponent, the Project Initial Occupancy Report, as described in Schedule "D", and submit it to the Province.
28. **Annual Occupancy Reports.** During the period between the Occupancy Date of each completed Supportive Housing Project and the end of the Affordability Period, the Recipient shall obtain annually from each Proponent a completed Annual Occupancy Report as described in Schedule "D" and submit it to the Province.
29. **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 or Letter of 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 within the timelines outlined in the Program Guidelines; and
- (i) any significant changes to a Proponent's business structure.

30. **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 Use 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 29 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.

31. **Signage.**

- (1) For Projects approved by the Province to receive \$100,000 or greater of Funds, a sign must be present at the construction site at all stages including before

construction work starts and throughout construction unless directed otherwise by the Province in writing.

- (2) The Recipient is responsible for removing the signage within six months of the completion of the project.
- (3) The Province must provide to the Recipient digital artwork and any guidelines that the Recipient must use to create the signage.
- (4) The Recipient must provide the Province with photographs of the signage once it is on display.
- (5) The Province will monitor compliance with the requirements of this section, and may, at its discretion, advise the Recipient of issues and required adjustments.

**32. Affordability Requirements.** The Recipient acknowledges and agrees that the Rental Protocol set out in Appendix "A" to this Schedule applies to all Supportive Housing Projects by virtue of the contractual terms of this Agreement, whether or not the Rental Protocol applies to Supportive Housing Projects under the Residential Tenancies Act, 2006, and shall ensure that the Proponent agrees in writing that Appendix "A" to this Schedule applies to its Supportive Housing Project(s).

## Homelessness Prevention Program

### APPENDIX "A" RENTAL PROTOCOL

#### 1. DEFINITIONS

1.1 In this Appendix "A", unless the context requires otherwise,

**"Average Market Rent"** means the average rent figures, based on geographical areas and classified by bedroom count, as determined annually in the CMHC Annual Market Rent Survey or as determined by the Minister, based on available data in areas where there is no or insufficient information from the CMHC Average Market Rent Survey; and

when used in this Appendix "A", the term "rent" includes the amount of any consideration paid or given or required to be paid or given by or on behalf of a tenant to the Proponent or the Proponent's agent for the right to occupy a Unit and for any services and facilities and any privilege, accommodation or thing that the Proponent provides for the tenant in respect of the occupancy of the Unit, whether or not a separate charge is made for services and facilities or for the privilege, accommodation or thing.

1.2 The definitions in the Agreement shall apply to this Appendix "A", in addition to the definitions contained in section 1.1 above.

1.3 All references to section numbers in this Appendix are references to sections of the Appendix, unless otherwise explicitly stated.

#### 2. AFFORDABLE RENT

2.1 During the Affordability Period, the Proponent shall not charge rent for a Unit in the Supportive Housing Project in excess of the affordable rent permitted under this Appendix "A" nor increase any rent charged for a Unit except as permitted in this Appendix "A".

#### 3. RENTS

3.1 The weighted average rent of all Units in:

- (a) a Supportive Housing New Facilities Project for which Program Funds have been utilized shall not exceed eighty per cent (80%) of Average Market Rents in the geographical area.

- (b) a Supportive Housing Retrofit Project for which Program Funds have been utilized shall not exceed one hundred per cent (100%) of Average Market Rents in the geographical area.
- 3.2 If rent supplements or housing allowances are used for Program funded units to provide deeper affordability for tenants, the Recipient shall ensure that the total rent received by a Proponent, including rent for a tenant and any rent supplement from a service manager or other party, shall not exceed one hundred per cent (100%) of Average Market Rent for units of a similar type in the geographical area.

#### 4. RENT INCREASES

- 4.1 The Proponent may increase the rent charged under section 3.1 with respect to a Unit only if at least twelve (12) months have elapsed,
- (a) since the day of the last rent increase respecting the Unit, if there has been an increase; or
  - (b) since the day the Unit was first rented for the first (1st) rental period following the completion of the Development Activities in connection with the Supportive Housing Project.
- 4.2 Subject to section 4.3, the Proponent shall not increase the rent pursuant to section 4.1 during the Affordability Period by more than the then prevailing rent increase guideline established for each calendar year pursuant to the *Residential Tenancies Act, 2006* or any successor legislation. The Proponent acknowledges and agrees that regardless of whether the rent increase guideline of the *Residential Tenancies Act, 2006* or any successor legislation, applies to the Supportive Housing Project, the rent increase guideline applies by virtue of the contractual terms of the Agreement and this Appendix "A".
- 4.3 For Supportive Housing New Facilities Projects, subject to the *Residential Tenancies Act, 2006*, or any successor legislation from the beginning of the eleventh (11th) year of the Affordability Period until the end of the Affordability Period, in addition to the increase permitted by section 4.2, the Proponent may apply to the Recipient to increase Unit rents to an amount not to exceed Average Market Rent for units of a similar type in the geographical area.

**5. EXCEPTION**

- 5.1 Subject to the provisions of the *Residential Tenancies Act, 2006* or any successor legislation, and notwithstanding the provisions of this Appendix "A" respecting rent increases during the Affordability Period, where the Recipient implements income verification of tenants following the initial occupancy of a Unit, the Recipient may increase the rent for a Unit by more than the rent increase guideline under the *Residential Tenancies Act, 2006* or any successor legislation, provided that the rent for the Unit does not exceed the Average Market Rent for units of a similar type for that year and provided that the weighted average rent for the funded Units in a Supportive Housing Project does not exceed the permitted rents for the Supportive Housing Project.

**6. AFTER AFFORDABILITY PERIOD**

- 6.1 After the end of the Affordability Period, the Proponent shall be permitted to rent Units in the Supportive Housing Project to new tenants at rents agreed to by the Proponent and the new tenants.

**Homelessness Prevention Program**

**SCHEDULE "C-2"  
PROGRAM GUIDELINES**

**SEE ATTACHED**

**Homelessness Prevention Program**  
**SCHEDULE "D"**  
**REPORTS**

Name of Report	Due Date
1. Investment Plan	In accordance with Schedule "C-2".
2. Updates to Investment Plan	In accordance with Schedule "C-2".
3. Year-End Report	In accordance with Schedule "C-2".
4. Project Information Forms(s)	In accordance with Schedule "C-2".
5. Contribution Agreement(s)	In accordance with Schedule "C-2".
6. Project Initial Occupancy Report	In accordance with Schedule "C-2".
7. Project Annual Occupancy Report	In accordance with Schedule "C-2".
8. Confirmation of Construction Start	In accordance with Schedule "C-2".
9. New Facilities Project Audited Financial Statement	In accordance with Schedule "C-2".
10. French Language Services Report	On May 31 of each Funding Year.
11. Reports as specified from time to time	On a date or dates specified by the Province.

**Report Due Date**

The Reporting period is based on the Funding Year.

Except as noted below, if the due date of any Report falls on a non-Business Day, the due date is deemed to be the next Business Day.

**Submission of Reports**

All reports are to be submitted through Transfer Payment Ontario (TPON) unless the Province notifies the Recipient otherwise. Reports attached to the Schedule are samples of the reports required.

**Report Details**

1. The Investment Plan shall be substantially in the form of Appendix "A" to this Schedule.

2. Updates to the Investment Plan will provide, among other things, actuals for service category activities that have been spent and updated projections for future spending.
3. Through the Recipient's quarterly updates to the Investment Plan, the Province will obtain information on:
  - (a) the Recipient's progress against its Annual Funding Allocation by service category;
  - (b) the actual number of households assisted under each service category;
  - (c) variance explanation, as required
4. The Year End Report shall be in the form determined by the Province and shall include the following information:
  - (a) actual quarterly operating expenditures and capital commitments for the previous Funding Year and households assisted by service category;
  - (b) actual expenditures and households assisted by spending category activity;
  - (c) municipal homelessness Program spending; and
  - (d) performance indicator reporting for previous Funding Year.
5. The Project Information Form shall be in the form determined by the Province and shall be accompanied by all supporting documentation required under it.
6. The Project Initial Occupancy Report shall be in a form determined by the Province and will require the Recipient to obtain and validate from each Proponent information regarding unit and household types, rents at occupancy, and the depth of affordability of units.
7. The Project Annual Occupancy Report shall be in a form determined by the Province and will require the Recipient to obtain and validate annually from each Proponent information regarding unit and household types, rents at year-end, and the depth of affordability of units.
8. The Confirmation of Construction Start shall be in the form of Appendix "B" to this Schedule.
9. The French Language Services Report will be in the form of Appendix "C" to this schedule and shall set out whether the Recipient has complied with the French Language Services requirements of the Agreement.



10. The Province will specify the timing and content of any other reports as may be necessary.

## Homelessness Prevention Program

### APPENDIX "A"

#### INVESTMENT PLAN

##### Introduction

Service Managers are required to submit an annual Investment Plan for review and approval by the Ministry. The Investment Plan is comprised of two parts:

1. This form, in which you are required to:
  - a. forecast and outline your anticipated quarterly spending in the upcoming fiscal year and projected number of households assisted for the program year across all HPP service categories
  - b. forecast and outline your anticipated annual expenditures and projected number of households assisted across various program activities
  - c. provide an attestation that the information provided in this plan is true and correct and that funding will be spent according to HPP program requirements, including those outlined in the program guidelines.
  
2. The HPP Proposed Plan, in which you are to provide written details on your proposed use of funds, including information on the types of services and activities that will be funded for each service category.

This Investment Plan must be approved by the Service Manager's local Council, District Social Services Administration Board, or a delegated authority.

For further information, please consult the HPP Program Guidelines.

##### Section A – Contact Information

###### Service Manager Contact Information

Contact Name (First and Last Name):	
Contact Email:	
Contact Phone Number:	

**Section B - Planned Commitments by Quarters**

For the HPP Operating Service Categories, enter the projected spending in each quarter of the program year and projected total number of households to be assisted.

For the Capital HPP Service Category Activities (i.e., New Facilities and Retrofits), enter the estimated amount of HPP funding to be committed in each quarter of the program year and the projected total number of units to be funded in the program year.

Details on the Service Categories and Service Category Activities are outlined in the HPP Program Guidelines.

Service Category		Planned Financial Commitments by Quarter				####,###.##
		Quarter 1 Apr - Jun	Quarter 2 Jul - Sep	Quarter 3 Oct - Dec	Quarter 4 Jan - Mar	Total
<b>Operating</b>	Projected Households Assisted (Annual)					
Community Outreach and Support Services						
Emergency Shelter Solutions						
Housing Assistance						
Supportive Housing						
<b>Total Operating</b>						
<b>Capital</b>	Projected Units Funded (Annual)					
Emergency Shelter - New Facilities						
Emergency Shelter - Retrofits						

Supportive Housing - New Facilities						
Supportive Housing - Retrofits						
<b>Total Capital</b>						
<b>Administration</b>	%	Quarter 1	Quarter 2	Quarter 3	Quarter 4	Total
		Apr - Jun	Jul - Sep	Oct - Dec	Jan - Mar	
<b>Administration Fees</b>	%					
<b>Grand Total</b>						
Variance						0

1.0 Please complete the charts below detailing the projected number of households assisted and funding by each of the categories' activity:

**Section C - Planned Commitments by Activities**

<b>Community Outreach and Support Services</b>		<b>###,###.##</b>
Activities	Projected # Households Assisted	Projected Funding
Mental Health and Addictions Supports		
Other Health-Related Supports		
Life Skills Development / Daily Living Supports		
Food Security		
Employment / Education / Training Supports		
Case Management and Outreach		
Culturally-Relevant Supports for Indigenous Peoples		
By-Name List Activities		
<b>Total</b>		<b>###,###.##</b>
Variance		0

<b>Housing Assistance</b>		<b>###,###.##</b>
Activities	Projected # Households Assisted	Projected Funding
Long-Term Housing Assistance		

Short-Term / Emergency Assistance		
Non-Financial Assistance		
<b>Total</b>		
Variance		0

<b>Supportive Housing</b>		<b>###,###.##</b>
Activities	Projected # Households Assisted	Projected Funding
Housing Assistance		
Mental Health and Addictions Supports		
Other Health-Related Expenses		
Life Skills Development / Daily Living Supports		
Culturally-Relevant Supports for Indigenous Peoples		
Other Supports Not Captured Above		
Minor Repairs	n/a	
Residential Services Homes*		
<b>Total</b>		
Variance		0

\*Projected Households Assisted and Projected Funding for the **Residential Services Homes** activity should not be included in the other Supportive Housing activities.

**Section - Attestation**

- I declare that, to the best of my knowledge and belief, the information provided in this report and the attached Proposed Plan for the Homelessness Prevention Program is true and correct, with approvals by local Council/Board or their delegated authority.
- I certify that Funds for Administration Fees are to be used in accordance with Homelessness Prevention Program 2022-23 Guidelines and as outlined in the HPP Proposed Plan.

*Prepared By (Name and Title):	*Date:
*Approved By (Delegated Service Manager Authority):	*Date:

## HPP PROPOSED PLAN

### Section B – Planning Overview

1. Please provide a strategic overview of what you intend to achieve with HPP funding. Describe how the services and activities that you plan to fund under HPP in 2022-23 are aligned with your Housing and Homelessness Plan, including:
  - How does your proposed plan support people who are at risk of homelessness and provide housing stability for those experiencing homelessness?
  - How does your plan contribute to a reduction in chronic homelessness?
  - How will your plan support priority populations (e.g., youth, Indigenous Peoples, people transitioning from provincial institutions)?

2. HPP has consolidated funding from the Community Homelessness Prevention Initiative, Home For Good, and the Strong Communities Rent Supplement Program. How will your use of funding be impacted by the additional flexibility under the consolidated program? How will the additional flexibility under the consolidated program allow you to continue to provide services to protect tenants including those formerly supported under the SCRSP program? How will your plan support cost avoidance (e.g. help avoid the use of high-cost systems by helping people achieve housing stability)? Please provide specifics.

3. Do you plan to use HPP funding to sustain/continue initiatives developed through the Social Services Relief Fund (e.g., temporary shelters) once this funding winds down? If yes, please provide details.

4. Please outline how you plan to use your By-Name List in 2022-23 to:
- Help connect people to services and supports;
  - Track progress in addressing homelessness.

Please describe any planned changes to service delivery in 2022-23 that are being implemented to support the use of By-Name Lists to connect people to services and supports.

## Section C – Capital

### 1) Supportive Housing Capital

If you plan to use HPP funding towards **Supportive Housing Capital**, please provide details including:

- evidence of local need,
- target group and the types of supports to be provided,
- Number of Units/Facilities to be created or repaired/retrofitted,
- Other costs that may be avoided through investments in supportive housing/services (e.g., Emergency shelter use, acute medical services).

Please describe how you plan to fund the ongoing operational requirements from any new Supportive Housing units you plan to create.

**2) Emergency Shelter Solutions Capital (i.e. New Facilities and Retrofits)**

If you plan to use HPP funding towards Emergency Shelter Solutions **Capital**, please provide **evidence of local need** and why this should be prioritized for funding.

**3) Administration**

Please provide details on your proposed use of HPP funding to support the **administration of homelessness prevention programs** (e.g. staffing, general office expense, professional services etc..).

**4) Residential Services Homes Framework**

Will you be using HPP funds for Residential Services Homes covered under the Standards Framework (e.g. housing formerly known as domiciliary hostels)? If yes, please attach a copy of your local standards via Transfer Payment Ontario.

Did you make significant changes to your Standards? If yes, please provide a brief summary of the changes.



**Homelessness Prevention Program**

**APPENDIX "B"**

**CONFIRMATION OF CONSTRUCTION START**

This is to confirm that the \_\_\_\_\_ project in the \_\_\_\_\_ [SM name] has commenced construction on \_\_\_\_\_ [date].

The start of construction for this project is within one hundred twenty (120) days of the date of the project's Contribution Agreement, which was signed on \_\_\_\_\_ [CA date].

I declare that the above information is true and complete.

\_\_\_\_\_  
Signature

Dated at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
Name and Title of Service Manager / Authorized Signing Officer

**Homelessness Prevention Program**

**"APPENDIX C"**

**FRENCH LANGUAGE SERVICES REPORT**

Please complete and submit this Report, including Schedule A, on an annual basis by May 31st of each year.

Service Manager:

Service Manager Address:

Service Manager Contact:

Name:

Number:

Email:

This report is to confirm that the \_\_\_\_\_ [Service Manager name] is providing services under the Homelessness Prevention Program and has an office(s) located in or serving an area designated in the Schedule to the French Language Services Act ("FLSA").

The \_\_\_\_\_ [Service Manager name] confirms that it is:

Providing Homelessness Prevention Program services to the public in French in all of its offices (including the offices of sub-contractors) located in or serving an area designated in the Schedule to the FLSA as described in Schedule A; and,

Making it known to the public, including by way of signs, notices, other information on services, and initiation of communications in French, that services provided to and communications with the public in connection with Homelessness Prevention Program are available in French.

I declare that the above information is true and complete.

\_\_\_\_\_  
Service Manager Signature

Name:

Title:

I have the authority to bind \_\_\_\_\_[Service Manager name]

Dated at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

## Schedule A

As a Service Manager providing services under the Homelessness Prevention Program and having offices (including the offices of sub-contractors) located in or serving an area designated in the Schedule to the French Language Services Act, please complete the section below. A list of designated areas can be found in Schedule B.

**Service Manager Name:**

**Name of Designated Area(s):**

**Description of Services:**

Please select all items that apply to the services you are providing under the Homelessness Prevention Program in an office (or the office of a sub-contractor) that is located in or services a designated area.

Signage and visibility of available services in French

Over-the-counter services are available in French

Written correspondence and telephone service are available in French

Translation of written material produced for public use is available in French

Other \_\_\_\_\_ [please specify]

Please list any services or locations in designated areas where these French language services are not being provided. Please explain.

**Schedule B**

**List of Designated Areas under the French Language Services Act**

<b>Service Manager</b>	<b>Designated Area(s)</b>
City of Toronto	All
<b>Central Region</b>	
Regional Municipality of York	City of Markham
Regional Municipality of Peel	City of Mississauga; City of Brampton
County of Simcoe	Town of Penetanguishene; Townships of Tiny and Essa
<b>Eastern Region</b>	
City of Cornwall	County of Glengarry; Township of Winchester; County of Stormont
City of Kingston	City of Kingston
City of Ottawa	All
United Counties of Prescott and Russell	County of Prescott; County of Russell
County of Renfrew	City of Pembroke; Townships of Stafford and Westmeath
<b>Western Region</b>	
Municipality of Chatham-Kent	Town of Tilbury; Townships of Dover and Tilbury East
City of Hamilton	All of the City of Hamilton as it exists on December 31, 2000
City of London	City of London
Regional Municipality of Niagara	City of Port Colborne; City of Welland
City of Windsor	City of Windsor; Towns of Belle River and Tecumseh; Townships of Anderdon, Colchester North, Maidstone, Sandwich South, Sandwich West, Tilbury North, Tilbury West and Rochester

Service Manager	Designated Area(s)
<b>Northeast Region</b>	
Algoma District Services Administration Board	District of Algoma
Cochrane District Social Services Administration Board	All
City of Greater Sudbury	All
Manitoulin-Sudbury District Services Board	District of Sudbury
District of Nipissing Social Services Administration Board	District of Nipissing
District of Parry Sound Social Services Administration Board	Municipality of Callander
District of Sault Ste. Marie Social Services Administration Board	The part of the District of Algoma that is part of the district for the District of Sault Ste. Marie Social Services Administration Board
District of Timiskaming Social Services Administration Board	All
<b>Northwest Region</b>	
Kenora District Services Board	Township of Ignace
District of Thunder Bay Social Services Administration Board	Towns of Geraldton, Longlac and Marathon; Townships of Manitouwadge, Beardmore, Nakina and Terrace Bay

