

THE CORPORATION OF THE CITY OF PETERBOROUGH

BY-LAW NUMBER 04-127

BEING A BY-LAW TO AUTHORIZE THE CITY OF PETERBOROUGH TO ENTER INTO A MEMORANDUM OF UNDERSTANDING WITH HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO AS REPRESENTED BY THE MINISTER OF MUNICIPAL AFFAIRS AND HOUSING TO RECEIVE FUNDING UNDER THE STRONG COMMUNITIES PROGRAM

THE CORPORATION OF THE CITY OF PETERBOROUGH BY THE COUNCIL THEREOF HEREBY ENACTS AS FOLLOWS:

1. That the Mayor and Clerk be and they are hereby authorized to execute an agreement between the Corporation of the City of Peterborough and Her Majesty The Queen In Right of Ontario as represented by the Minister of Municipal Affairs and Housing in the form attached hereby as Schedule "A", and to affix the Seal of the Corporation thereto.

By-law read a first and second time this 12th day of July, 2004

By-law read a third time and finally passed this 12th day of July, 2004

(Sgd.) Sylvia Sutherland, Mayor

(Sgd.) Nancy Wright-Laking, City Clerk

Schedule A

Memorandum of Understanding

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding, made this ___ day of _____, 2004

BETWEEN:

HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO AS REPRESENTED BY
THE MINISTER OF MUNICIPAL AFFAIRS AND HOUSING

(Hereinafter called the "Minister")

- and -

The City of Peterborough

(Hereinafter called the "Service Manager")

WHEREAS:

- A. The Minister is responsible for the policies and programs of the Government of Ontario in relation to housing and related matters, pursuant to s. 4(1)(c) of the *Ministry of Municipal Affairs and Housing Act*, R.S.O. 1990, c. M-30 ("MMAH Act").
- B. The Minister has the authority under s. 4(2) of the MMAH Act to enter into agreements with any municipality in order to implement housing policies and programs.
- C. The Minister has the authority under s. 4(5)(b) of the MMAH Act to provide financial assistance to assist in the implementation of housing policies and programs.
- D. The municipality has been designated as a Service Manager, pursuant to s. 4 of the *Social Housing Reform Act, 2000*, S.O. 2000, c. 27 ("SHRA").
- E. The municipality has the authority under s. 4(3) of the MMAH Act, s. 5 and s. 6 of the SHRA and s. 22 of the *Municipal Act, 2001*, S.O. 2001, c. 25 to enter into and perform agreements with the Minister to implement housing policies and programs.
- F. The Minister wishes to authorize the Service Manager to administer the Strong Communities Rent Supplement Program and the Strong Communities Special Needs Initiative ("the Programs") and enable the Service Manager to provide rent geared to income benefits to qualified tenants under the Programs.
- G. The Minister has agreed to provide funding to the Service Manager to enable the Service Manager to administer the Programs and provide rent geared to income benefits to qualified tenants under the Programs.
- H. The Service Manager has agreed to receive funding from the Minister to enable it to administer the Programs and provide rent geared to income benefits to qualified tenants under the Programs.
- I. The Service Manager has agreed to be accountable for funding received from the Minister, in accordance with the terms of this Memorandum of Understanding.

NOW THEREFORE the Minister and the Service Manager agree as follows:

1. DEFINITIONS

- 1.1 Whenever the following words and phrases are used in this Memorandum of Understanding, they shall have the following meanings:
 - (a) "Guidelines" means the guidelines and forms issued by the Minister for the Programs, from time to time;
 - (b) "Housing Project" means all or part of the residential accommodation, including facilities used for ancillary purposes, located in one or more buildings used in whole or in part for residential accommodation;
 - (c) "Owner" means an individual or corporation or private or municipal or co-operative non-profit social housing provider that owns, has a leasehold interest in the lands or manages the Housing Project;
 - (d) "Programs" means
 - (i) the Strong Communities Rent Supplement Program, which was previously known as the New Tomorrow Rent Supplement Program and the Rent Supplement Homelessness Initiative;

- (ii) the Strong Communities Special Needs Initiative for clients of the Ministry of Health and Long Term Care (“MOHLTC”), which was previously known as the New Tomorrow Special Needs Initiative and the Rent Supplement Special Needs Homelessness Initiative; and
- (iii) the Strong Communities Special Needs Initiative for clients of the Ministry of Community and Social Services (“MCSS”), which was previously known as the New Tomorrow Special Needs Initiative and the Rent Supplement Special Needs Homelessness Initiative;
- (e) “Program Take-Up Plan” means the templates on which the Service Manager sets out the estimated number of units and expenditures to be incurred and the timetable for full implementation of the Programs;
- (f) “Service Manager” means the service manager, within the meaning of the SHRA, for the service area in which the Housing Project is located;
- (g) “SHRA” means the *Social Housing Reform Act, 2000*, S.O. 2000, c. 27;
- (h) “Strong Communities Rent Supplement Agreement” means one of the following agreements: Private Landlord Rent Supplement Agreement; Social Housing Rent Supplement Agreement; Cooperative Rent Supplement Agreement; Direct Rent Geared To Income Rent Supplement Agreement; and includes any other Rent Supplement Agreement that meets the Guidelines;
- (i) “Tenant” means an individual who has leased a Unit that is subject to a Strong Communities Rent Supplement Agreement;
- (j) “Unit” means a unit of accommodation in a Housing Project that is subject to a Strong Communities Rent Supplement Agreement.

2. TERM

- 2.1** This Memorandum of Understanding shall be effective as of the date it is executed by the parties and shall terminate on March 31, 2023.

3. RESPONSIBILITIES OF THE MINISTER

- 3.1** Commencing as of the date this Memorandum of Understanding is executed by the parties and continuing until the date the Minister’s approval of the Program Take-Up Plan submitted by the Service Manager is effective or September 30, 2004, whichever is earlier, the Minister shall pay the Service Manager, on a quarterly basis, for Units invoiced in accordance with the invoicing procedures in the Guidelines, up to the maximum number of Units allocated to the Service Manager under each of the Programs, plus an administrative fee calculated on the basis of Thirteen Dollars (\$13.00) per Unit per month.
- 3.2** Commencing as of the date the Minister’s approval of the Program Take-Up Plan submitted by the Service Manager is effective and continuing until March 31, 2023, the Minister shall pay the Service Manager, on a quarterly basis, up to the maximum annual amount specified in the approved Program Take-Up Plan for each of the Programs (the “planned expenditures”).
- 3.3** Notwithstanding paragraph 3.2, in the event the actual expenditures of the Service Manager (the “actual expenditures”) are less than the planned expenditures, the Minister may deduct the difference between the planned expenditures and the actual expenditures from amounts payable to the Service Manager in subsequent years.
- 3.4** Payments by the Minister to the Service Manager pursuant to paragraphs 3.1 and 3.2 are conditional on the Service Manager being in compliance with the Guidelines.
- 3.5** The Minister shall review any new alternative delivery or program models that are proposed by the Service Manager after the date this Memorandum of Understanding is executed by the parties, which are not included in the Guidelines, and shall advise the Service Manager whether the proposed alternative delivery or program models may be used, within ninety (90) days of receipt of the proposal.
- 3.6** Any power, right or function of the Minister, contemplated by this Memorandum of Understanding, may be exercised by any employee or agent of the Ministry of Municipal Affairs and Housing.

4. RESPONSIBILITIES OF THE SERVICE MANAGER

- 4.1** The Service Manager shall administer the Programs in accordance with the Guidelines.
- 4.2** For each of the Programs, the Service Manager shall maintain the amount of funding that comprises the maximum annual amount of funding paid pursuant to paragraph 3.2.
- 4.3** The Service Manager shall forthwith terminate all existing rent supplement agreements regarding the New Tomorrow Rent Supplement Program, the Rent Supplement Homelessness Initiative, the New Tomorrow Special Needs Initiative, and the Rent Supplement Special Needs Homelessness Initiative, that were entered into by the Service Manager or a Local Housing Corporation controlled by the Service Manager, acting as agent for and on behalf of the Minister, in respect of all commitments of Units made prior to the date this Memorandum of Understanding is executed by the parties. The Service Manager shall replace the existing rent supplement agreements that are terminated with a Strong Communities Rent Supplement Agreement between the Service Manager or its authorized agent and the Owner.

- 4.4 The Service Manager or its authorized agent shall enter into a Strong Communities Rent Supplement Agreement with each Owner, in respect of all commitments of Units made on or after the date this Memorandum of Understanding is executed by the parties.
- 4.5 Notwithstanding paragraph 4.4, the Service Manager may enter into a Direct Rent Geared To Income Rent Supplement Agreement with a Tenant, in accordance with the Guidelines.
- 4.6 Notwithstanding paragraphs 4.4 and 4.5, a Strong Communities Rent Supplement Agreement shall not be entered into or continued respecting a Unit, where a Tenant is related to an Owner.
- 4.7 The Service Manager shall ensure that all Units that are subject to a Strong Communities Rent Supplement Agreement are clean, fit for habitation and in a satisfactory state of repair, and that the Owner has confirmed that the Units are in compliance with applicable Building Code and Fire Code requirements.
- 4.8 Commencing as of January 1, 2004, the Service Manager shall report on the Programs in the Service Manager Annual Information Return ("SMAIR").
- 4.9 The Service Manager shall provide the Minister with such additional reports as the Minister may require.

5.0 AUDITS AND EVALUATIONS

- 5.1 The Service Manager shall prepare and maintain accurate and complete books, records and accounts for payments made in connection with the administration of the Programs. The Service Manager shall make or cause to be made available to the representatives, designates, agents or independent auditors of the Minister, all documents, books, records and accounts pertaining to the administration of the Programs, for the purpose of conducting such financial audits and program evaluations as the Minister may require. The Minister shall keep all personal information confidential and shall not disclose any personal information to third parties, except in accordance with the *Freedom of Information and Protection of Privacy Act*, R.S.O. 1990, c. F.31, and shall use such personal information only for the purposes stated herein. Such financial audits and program evaluations shall take place during ordinary business hours.

6.0 NOTICES AND REPORTS

- 6.1 Any notice, report, invoice or other communication required, desired or permitted to be given by this Memorandum of Understanding shall be in writing and shall be effectively given if delivered personally, sent by prepaid courier service, prepaid regular mail or sent by facsimile communication, addressed as follows:
 - (a) in the case of notice to the Minister:
Ministry of Municipal Affairs and Housing
Attention: Director, Social Housing Branch
777 Bay Street, 2nd Floor
Toronto, ON
M5G 2E5
Fax: (416) 585-7610
 - (b) in the case of notice to the Service Manager:
The City of Peterborough
or to such other address as either party may stipulate by notice to the other.
- 6.2 Any notice or other communication delivered personally or by prepaid courier service shall be deemed to have been given and received on the day it is delivered, provided that if such day is not a business day, the notice or other communication shall be deemed to have been given and received on the next business day. Any notice or other communication delivered by prepaid regular mail shall be deemed to have been received on the fifth (5th) day after the day it was mailed. Any notice or other communication transmitted by facsimile communication shall be deemed to have been given and received on the day of its transmission, provided that such day is a business day and the transmission is completed before 4:30 p.m. on that day, failing which, the notice or other communication shall be deemed to have been given and received on the next business day.

7.0 EARLY TERMINATION

- 7.1 The Service Manager may terminate this Memorandum of Understanding prior to the expiration of the Term, on twelve (12) months prior written notice to the Minister.

8.0 GENERAL

- 8.1 This Memorandum of Understanding revokes and replaces all previous agreements and/or understandings, whether oral or written, that may exist between the Minister and the Service Manager respecting the funding and delivery of the Programs.
- 8.2 The parties agree that there are no representations, warranties, covenants, agreements, collateral agreements or conditions affecting this Memorandum of Understanding, other than as expressed in writing in this Memorandum of Understanding.
- 8.3 This Memorandum of Understanding is made pursuant to and shall be governed by and construed in accordance with the laws of the Province of Ontario. Any reference to a

statute in this Memorandum of Understanding includes a reference to all regulations made pursuant to such statute, all amendments made to such statute and regulations in force from time to time and to any statute or regulation which may be passed and which has the effect of supplementing or superseding such statute or regulations.

- 8.4 The headings and subheadings contained in this Memorandum of Understanding are inserted for convenience and for reference only and in no way define, limit or describe the scope or intent of this Memorandum of Understanding or form part of this Memorandum of Understanding.
- 8.5 Time shall be of the essence in all respects in this Memorandum of Understanding, provided that the time for doing or completing any matter pursuant to this Memorandum of Understanding may be extended or abridged by agreement in writing, signed by the Minister and the Service Manager or their respective solicitors on their behalf, who are hereby expressly appointed in this regard.
- 8.6 The Service Manager shall not assign this Memorandum of Understanding without the prior written consent of the Minister, which consent may be withheld, in the Minister's sole discretion.
- 8.7 This Memorandum of Understanding shall enure to the benefit of and be binding upon the parties hereto and their respective successors and assigns, provided that this paragraph shall in no way derogate from the provisions of paragraph 8.6, restricting the Service Manager's ability to assign this Memorandum of Understanding.
- 8.8 This Memorandum of Understanding may be amended on the mutual consent of the parties, provided that any amendment shall be in writing, duly executed by the parties.

This Memorandum of Understanding has been executed by the parties.

**HER MAJESTY THE QUEEN IN RIGHT OF
ONTARIO AS REPRESENTED BY THE
MINISTER OF MUNICIPAL AFFAIRS
AND HOUSING**

Per: _____

Print Name:

Title:

Pursuant to Delegated Authority

Per: _____

) Name:

) Title:

) I have authority to bind the Corporation

)

) **THE CORPORATION OF THE
CITY OF PETERBOROUGH**

)

) _____
) Sylvia Sutherland, Mayor

)

) _____
) Nancy Wright-Laking, Clerk