



## Social Services and Housing Committee Agenda

Thursday, October 19, 2017  
Council Chambers  
County Administration Centre, Walkerton

### 1. Declaration of Pecuniary Interest

### 2. Action Items

- A. Russell Meadows - Assignment Agreement Direction (attached)
- B. Service Delivery Hub Feasibility Review - Lakeshore (attached)
- C. Use of Affordable Housing Creation of New Units Reserve (attached)

### 3. Closed Meeting

- A. That the Committee move into a closed meeting pursuant to Section 239 (2) (c) of the Municipal Act relating to a proposed or pending acquisition or disposition of land by the Municipality or Local Board
- B. Approval of Minutes - July 9, 2015

### 4. Rise and Report

### 5. Next Meeting

November 2, 2017

### 6. Adjournment



## Committee Report

**To:** Warden Mitch Twolan  
Members of the Social Services and Housing Committee

**From:** Christine MacDonald  
Director of Social Services and Housing

**Date:** October 19, 2017

**Re:** Russell Meadows - Assignment Agreement & Direction

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### Recommendation:

That the Warden and the Clerk be authorized to sign the following documents pertaining to Russell Meadows Non-Profit Accommodations:

- Schedule "D", Assignment and Direction; and the
- Acknowledgement and Direction.

### Background:

On December 22, 2016, Russell Meadows Non-Profit Accommodations entered into a Contribution Agreement with Bruce County to build an 8-unit affordable building adjacent to their current social housing units. Bruce County is using Social Infrastructure Fund and Investment in Affordable Housing monies to fund \$640,000 of the project.

Originally, each of the buildings was on a separate property and therefore there were two existing mortgages. Russell Meadows consolidated into one property and mortgage. The result was the County mortgage was moved to third place.

On September 8, 2017, Russell Meadows refinanced the mortgage with Royal Bank of Canada with a new mortgage registered against the property for \$2.16 million.

Bruce County will be in second place on this mortgage, the County needs to postpone its interest to RBC, so the order of priority is RBC, then the County.

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

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

### Interdepartmental Consultation:

Staff have worked with the County solicitor and the Ministry of Housing on this initiative.



Corporation of the County of Bruce  
Social Services and Housing

brucecounty.on.ca

**Link to Strategic Goals and Elements:**

Although this report does not align specifically with the Corporate Strategic Goals, it does link directly to the 10 Year Long Term Housing Strategy and the commitment to develop 445 new affordable units.

Written by: Tania Dickson, Housing Services Manager

**Approved by:**

A handwritten signature in black ink, appearing to read "Kelley Coulter".

Kelley Coulter  
Chief Administrative Officer

*NOTE: This is a template Assignment Agreement and Direction pertaining to Contribution Agreements under which the Ministry of Municipal Affairs and Housing (“MMAH”) is not a party to the Contribution Agreement, but is intended to be forwarding federal and provincial funding to the City/Municipality/Service Manager. This form is to be used by the City/Municipality/Service Manager in the Service Manager Delivery Model. MMAH signs a form of consent, attached as a Schedule.*

## SCHEDULE “D”

### ASSIGNMENT AGREEMENT AND DIRECTION

Between: RUSSELL MEADOWS NON-PROFIT ACCOMODATIONS INC.  
A corporation incorporated under the laws of Ontario  
(the “**Assignor**”)

And: ROYAL BANK OF CANADA  
(the “**Assignee**”)

And: THE CORPORATION OF THE COUNTY OF BRUCE  
(the “**Contributor**”)

Re: ROYAL BANK OF CANADA mortgage loan insured by Canada Mortgage and Housing Corporation (“CMHC”) to RUSSELL MEADOWS NON-PROFIT ACCOMODATIONS INC. (the “**Mortgage**”) in favour of the Assignee, secured against 755 Campbell Ave, Kincardine, Ontario (the “**Property**”) and registered as instrument number  
  
Loan No.

And Re: SIF Municipal Contribution Agreement entered into on the 22<sup>nd</sup> of December, 2016 and the IAH (2014 Extension) Municipal Contribution Agreement entered into on the 22<sup>nd</sup> of December, 2016 between the Assignor and the Contributor and under which federal, provincial, municipal and any other (if applicable) funds may be flowed, which funds include, inter alia, capital and periodic contributions, rebates, and waivers or reductions in taxes, fees and charges provided to the Assignor by the Contributor with respect to the above-noted Property (collectively, the “**Funding**”) [and the Service Agreement dated July 5, 2012 between the Corporation of the County of Bruce and Russell Meadows Non-Profit Accommodations Inc.] ([collectively,] the “**Contribution Agreement**”)

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WHEREAS the Assignor and the Contributor entered into the Contribution Agreement in order to create a supply of affordable housing on the terms and conditions as set forth in the Contribution Agreement.

AND WHEREAS the Contribution Agreement provides that the Contributor will disburse the Funding in the amount of \$640,000.00 to the Assignor on terms as set forth in the Contribution Agreement, which Funding includes federal and provincial funds flowing directly from Her Majesty the Queen in Right of Ontario as Represented by the Minister of Municipal Affairs and Housing (“MMAH”).

AND WHEREAS as a condition of the Mortgage in the amount of \$2,161,100.00 between the Assignee and the Assignor, dated INSERT DATE, the Assignor agreed to assign the Funding under the Contribution Agreement to the Assignee as security for the Mortgage.

AND WHEREAS the Contributor wishes to support the supply of affordable housing in the community and acknowledges the need to assign the Funding to service the Mortgage.

NOW THEREFORE THIS INDENTURE WITNESSETH that, for good and valuable consideration and the sum of TWO (\$2.00) DOLLARS, and for other good and valuable consideration, the receipt and adequacy whereof is hereby acknowledged,

1. The Assignor and the Contributor covenant and warrant that to the best of their knowledge, the Contribution Agreement contains the entire agreement between the parties, is in good standing and is in full force and effect. The Assignor and the Contributor agree not to amend the Contribution Agreement (except where amendments are of an administrative nature) without obtaining the prior written consent of the Assignee, which consent may not be unreasonably withheld.
2. The Assignor shall observe and perform all of the covenants, conditions and agreements under the Contribution Agreement. Any default by the Assignor under the Contribution Agreement that is material and results in the reduction, suspension or termination of the Funding shall constitute a default under the Mortgage.
3. Subject to the terms and conditions set out in section 4 of this Agreement, the Assignor hereby transfers, assigns and sets over unto the Assignee the Funding under the Contribution Agreement and all benefits and advantages to be derived therefrom and grants a security interest in favour of the Assignee in all of the Assignor's right, title and interest in the Funding, as general and continuing security for the repayment of the said Mortgage to the Assignee and all interest thereon and all costs, charges and expenses arising therefrom. The Assignor further directs that the Funding be paid to the Assignee in the event of default under the said Mortgage or in the event of default under the Contribution Agreement that is material and results in the reduction, suspension or termination of the Funding.
4. The Contributor hereby consents to the present assignment of the Funding under the Contribution Agreement by the Assignor to the Assignee as additional security for the Mortgage, which assignment shall be exercised only in the event of a default under the Contribution Agreement that is material and results in the reduction, suspension or termination of the Funding or a material default under the Mortgage in favour of the Assignee secured against the Property. For greater certainty, the Assignor shall be entitled to all the Funding under the Contribution Agreement unless and until any such event of default occurs.

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5. The Contributor agrees that it will provide CMHC and the Assignee with twenty (20) Business Days prior written notice, or such longer period of time as may reasonably be required and agreed to by the parties in the circumstances, of any proposed reduction, suspension or termination of any of the Funding under the Contribution Agreement, as a result of a material default under the Contribution Agreement, together with a statement of the non-compliance and reasons justifying the proposed action. (Wherever used throughout this Agreement, the term “Business Day” means a day on which banks are open for business in Toronto, Ontario, other than a Saturday or Sunday or public holiday.)
6. The Contributor also agrees that, while other steps may be taken against the proponent under the Contribution Agreement, being the Assignor herein, in the event of non-compliance by the Assignor with the Contribution Agreement, it will not reduce, suspend or terminate any of the Funding under the Contribution Agreement on the basis of non-compliance with non-material obligations under the Contribution Agreement. The Contributor recognizes that non-material obligations may include failure to provide reports on a timely basis and defaults under security or agreements with others.
7. “Enforcement Period” means a reasonable period of time during which substantial efforts are being made by the Assignor, the Assignee, or CMHC to remedy non-compliance under the Contribution Agreement or the Mortgage, to enforce the Assignee’s rights in relation to the Mortgage, to develop and effect a workout for the project, or to find and put into place a transferee for the project who agrees to assume the Contribution Agreement. During any Enforcement Period, the NHA-approved lender and any transferee will not be: (A) subject to any set-offs or defences that the Contributor might have available under the Contribution Agreement against the Assignor and (B) required to remedy any non-compliance by the Assignor. The parties involved at the relevant time agree to keep the Contributor informed of actions taken during any Enforcement Period.

The Contributor agrees that during any Enforcement Period, it will ensure that there is no reduction, suspension or termination of the Funding under the Contribution Agreement, subject to the Assignor observing and performing the obligations under the Contribution Agreement, and in the event of non-compliance by the Assignor under the Contribution Agreement, the Assignee or CMHC, as applicable, observing and performing, to the extent possible using best efforts, the obligations (but subject to subsection 7(B)) of the proponent under the Contribution Agreement.

8. In the event of default under the Mortgage, the Assignee will give the Contributor notice of the default and the Contributor shall thereafter pay all the Funding to the Assignee. In addition, the Contributor may assume the rights and obligations of the Assignor under the Mortgage or find a transferee acceptable to the Assignee, CMHC and the Ministry of Municipal Affairs and Housing (MMAH) to assume the rights and obligations of the Assignor under such Mortgage within forty-five (45) days of receiving the notice of default, during which time the Assignee will not exercise its remedies under the Mortgage.
9. In the event there is a transferee who is acceptable to the Assignee, the Contributor, CMHC and MMAH, and such transferee assumes the rights and obligations of the Assignor under the Mortgage and the Contribution Agreement, the Assignee shall cease to exercise its right to receive the Funding under the Contribution Agreement until such time as there is a further default under the Mortgage. The Assignee shall provide such documents to the Contributor as are reasonably required by the Contributor from the Assignee to authorize the Contributor to make payments under the Contribution Agreement to the transferee rather than to the Assignee.
10. The Contributor further covenants and agrees that it will not unreasonably withhold consent to the assignment of the Contribution Agreement or the granting of a replacement Contribution Agreement on the same terms and conditions to any transferee of the project resulting from any workout or enforcement steps or proceedings, provided the transferee agrees to be bound by the terms and conditions of the Contribution Agreement.
11. The Assignor agrees to make any requests and to take all steps necessary to increase rents in the project to the extent reasonably necessary to maintain or restore the financial viability of the project. The Contributor agrees that it will consent to such requests from the Assignor or the Assignee, but such increases will only be within the parameters of the CMHC-Ontario Affordable Housing Program Agreement (New Agreement), dated April 29, 2005, as amended, or the CMHC-Ontario Agreement for Investment in Affordable Housing 2011-2014, as amended, whichever is applicable, and as permitted by law.
12. The Assignor and the Contributor covenant and agree that each will from time to time, at the request of the Assignee and at the Assignor’s cost, do such further and other things and execute and deliver such further and other documents, assignments and assurances as the Assignee may reasonably require in order to more fully and effectually give force and effect to the within Assignment Agreement and Direction.
13. It is acknowledged that the disbursement of the Funding that is comprised of federal or provincial funds by the Contributor to the Assignee or any subsequent purchaser or further assignee, as the case may be, is subject to the necessary appropriations from the Federal Parliament and the Provincial Legislature.
14. This Agreement may be assigned by the Assignee at the time of assignment of the Mortgage to another NHA approved lender without the consent of the Assignor or the Contributor, and in this event, any party to whom this Agreement has been assigned shall have all the rights and be subject to all the obligations of this Agreement in favour of or against the Assignor. Where an assignment is made pursuant to this section, notice of the assignment must be provided to the Contributor by the Assignee under this Agreement, within five (5) Business Days of the date the assignment is made. Failure to provide notice in accordance with this section will not invalidate the assignment, but the Contributor will not be liable for any amounts or costs associated with payment of the Funding to the wrong party as a result of a failure by an Assignee to give notice of the assignment to the Contributor.
15. Any notice or other communication required, desired or permitted to be given under this Agreement shall be in writing and shall be effectively given if:
  - (a) delivered personally;
  - (b) sent by prepaid courier service; or

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(c) sent by facsimile communication, and confirmed by mailing the original documents so sent by prepaid mail on the same or following day, addressed as follows:

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

**Russell Meadows Non-Profit Accommodations Inc.  
c/o M.F. Arnsby Property Management Ltd.  
924 Oxford St. East  
London, ON  
N5Y 3J9**

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

**Royal Bank of Canada  
RBC WaterPark Place  
88 Queens Quay St. W. 10/F  
Toronto, ON  
M5J 0B8**

(iii) in the case of notice to the Contributor:

**The Corporation of the County of Bruce  
30 Park St.  
Walkerton, ON  
N0G 2V0**

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

16. This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be deemed to be an original hereof and fully binding upon the parties, and all such counterparts shall together constitute one and the same instrument.
17. The Minister of Municipal Affairs and Housing has consented to this Agreement in the form of Consent and Agreement attached as Schedule 1.
18. This Agreement shall enure to the benefit of and be binding upon the parties hereto and their successors and assigns, which successors and assigns may include CMHC.

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IN WITNESS WHEREOF the Assignor has hereunto affixed its corporate seal under the hands of its proper signing officers duly authorized in that behalf.

Dated at \_\_\_\_\_, the \_\_\_\_\_ day of \_\_\_\_\_

RUSSELL MEADOWS NON-PROFIT ACCOMODATIONS  
INC.

Per: \_\_\_\_\_

Name:

Title:

Per: \_\_\_\_\_

Name:

Title:

We have authority to bind the Corporation

IN WITNESS WHEREOF the Assignee has hereunto affixed its corporate seal under the hands of its proper signing officers duly authorized in that behalf.

Dated at \_\_\_\_\_, the \_\_\_\_\_ day of \_\_\_\_\_

ROYAL BANK OF CANADA

Per: \_\_\_\_\_

Name:

Title:

Per: \_\_\_\_\_

Name:

Title:

We have authority to bind the Corporation

IN WITNESS WHEREOF the Contributor has hereunto affixed its corporate seal under the hands of its proper signing officers duly authorized in that behalf.

Dated at \_\_\_\_\_, the \_\_\_\_\_ day of \_\_\_\_\_

THE CORPORATION OF THE COUNTY OF BRUCE

Per: \_\_\_\_\_

Name:

Title:

Per: \_\_\_\_\_

Name:

Title:

We have authority to bind the Corporation

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**SCHEDULE 1**

**FORM OF CONSENT AND AGREEMENT ATTACHED**

**CONSENT AND AGREEMENT**

To: THE COUNTY OF BRUCE

Re: Assignment Agreement and Direction dated \_\_\_\_\_ between RUSSELL MEADOWS NON-PROFIT ACCOMODATIONS INC. (the “Assignor”), ROYAL BANK OF CANADA (the “Assignee”) and THE COUNTY OF BRUCE (the “Contributor”) (the “Assignment Agreement and Direction”)

And Re: 755 Campbell Ave., Kincardine, Ontario (the “Property”)

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HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO as represented by the Minister of Municipal Affairs and Housing consents to the Assignment Agreement and Direction between the Assignor, the Assignee and the Contributor with respect to the Property and agrees to continue to flow the Funding that is comprised of federal and provincial funds as contemplated in the Assignment Agreement and Direction.

Dated at Toronto, the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

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

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

Pursuant to delegated authority



**Properties**

**PIN** 33309 - 0452 LT  
**Description** FIRSTLY: PART BLOCK 38 PLAN 3M145, PART 1 3R8669; SECONDLY: LOTS 16-20 PLAN 151, PARTS 1 & 2 3R10006; SUBJECT TO AN EASEMENT OVER PART LOT 20 PLAN 151, PART 2 3R10006 AS IN R297333; MUNICIPALITY OF KINCARDINE  
**Address** 755 CAMPBELL AVENUE  
 KINCARDINE

**Source Instruments**

<i>Registration No.</i>	<i>Date</i>	<i>Type of Instrument</i>
BR117187	2017 03 23	Notice Of Security Interest

**Party From(s)**

**Name** THE CORPORATION OF THE COUNTY OF BRUCE  
 Acting as a company  
**Address for Service** 30 Park Street  
 Box 70  
 Walkerton, Ontario  
 N0G 2V0

I, Tania Dickson, Housing Services Manager, have the authority to bind the corporation.

This document is not authorized under Power of Attorney by this party.

**Party To(s)***Capacity**Share*

**Name** ROYAL BANK OF CANADA  
 Acting as a company  
**Address for Service** Commercial Mortgages, 36 York Mills Road, 4th Floor, Toronto, Ontario, M2P  
 0A4

**Statements**

The applicant postpones the rights under the selected instrument to the rights under an instrument registered as number BR123469 registered on 2017/09/08

Schedule: The Applicant postpones the rights under the selected instrument to the rights under an instrument registered as number BR123470 registered September 8, 2017, being a Notice of Assignment of Rents-General.

This document relates to registration number(s)BR123469, BR123470

**ACKNOWLEDGEMENT AND DIRECTION**

**TO:** Charles Scott Marshall  
(Insert lawyer's name)

**AND TO:** SCOTT MARSHALL PROFESSIONAL CORPORATION  
(Insert firm name)

**RE:** County of Bruce Postponement to Royal Bank - 755 Campbell Avenue, Kincardine ("the transaction")  
(Insert brief description of transaction)

**This will confirm that:**

- I/We have reviewed the information set out in this Acknowledgement and Direction and in the documents described below (the "Documents"), and that this information is accurate;
- You, your agent or employee are authorized and directed to sign, deliver, and/or register electronically, on my/our behalf the Documents in the form attached.
- You are hereby authorized and directed to enter into an escrow closing arrangement substantially in the form attached hereto being a copy of the version of the Document Registration Agreement, which appears on the website of the Law Society of Upper Canada as of the date of the Agreement of Purchase and sale herein. I/We hereby acknowledge the said Agreement has been reviewed by me/us and that I/We shall be bound by its terms;
- The effect of the Documents has been fully explained to me/us, and I/we understand that I/we are parties to and bound by the terms and provisions of the Documents to the same extent as if I/we had signed them; and
- I/we are in fact the parties named in the Documents and I/we have not misrepresented our identities to you.
- I, \_\_\_\_\_, am the spouse of \_\_\_\_\_, the (Transferor/Chargor), and hereby consent to the transaction described in the Acknowledgment and Direction. I authorize you to indicate my consent on all the Documents for which it is required.

**DESCRIPTION OF ELECTRONIC DOCUMENTS**

The Document(s) described in the Acknowledgement and Direction are the document(s) selected below which are attached hereto as "Document in Preparation" and are:

- A Transfer of the land described above.
- A Charge of the land described above.
- Other documents set out in Schedule "B" attached hereto. *POSTPONEMENT OF INTEREST - NOTICE*

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

**WITNESS**

(As to all signatures, if required)

\_\_\_\_\_  
THE CORPORATION OF THE COUNTY OF BRUCE  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



## Committee Report

**To:** Warden Mitch Twolan  
Members of the Social Services and Housing Committee

**From:** Christine MacDonald  
Director of Social Services and Housing

**Date:** October 19, 2017

**Re:** Service Delivery Hub Feasibility Review- Lakeshore

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### Recommendation:

That approval be granted to expend tax stabilization reserve for fees and professional services of an architect to provide conceptual design and building condition assessment of the Library Headquarters for the development of a Lakeshore Hub for a total cost of \$23,725.

### Background:

The Library Headquarters in Port Elgin currently has surplus space. Social Services and Housing currently rents office space in Port Elgin. The space is insufficient to meet service delivery needs and is not fully accessible. A Steering Committee formed with representation from Library, Social Services and Housing and Planning and Economic Development to complete a thorough feasibility review of regenerating the existing Library Headquarters to utilize the surplus space and proceed with the creation of a Lakeshore Hub, accommodating all three Departments.

The committee is recommending the utilization of a consultant for the purpose of: verifying existing conditions; reviewing space needs; creating a conceptual design (i.e. architectural floor plan); completing a brief building condition audit and providing a Class D estimate of Construction cost (+/- 30% of expected construction cost based on square foot costs). Once the cost estimate has been determined, staff would return to committee with a report outlining a recommendation. Conducting the condition assessment will help in identifying unknown conditions prior to going to design. It will allow detailed recommendations as to how renovations can suit existing conditions. An electrical and mechanical systems audit will be conducted as part of the condition assessment. This audit will identify any upgrades that may be required to facilitate the renovation. The condition assessment will also allow the architect to complete designs and specifications much more quickly and less costly.



The creation of a Lakeshore Hub aligns with the Strategic Plan to create ‘one county-one voice’ and to explore alternate options to improve efficiency and service. The initiative will align with the goal of ongoing human service integration and will adopt the principles of “Lean” creating a space that meets the needs of our residents and clients.

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

The Tax Stabilization reserve is available for unplanned or emergency situations as deemed appropriate by counsel. The establishment of a Lakeshore Hub will provide residents with better access to County services and provide integration among departments.

#### **Interdepartmental Consultation:**

As mentioned previously the committee is comprised of staff from three departments of Library, Planning & Economic Development and Social Services and Housing. Staff have consulted with Corporate Services to obtain confirmation of available reserves.

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

Goal #6 - Explore alternate options to improve efficiency, service  
Element C- Look for economy of scale or shared services among our departments and communities.

Written by: Nancy Reinhart, Income & Employment Supports Manager

#### **Approved by:**

Kelley Coulter  
Chief Administrative Officer



## Committee Report

**To:** Warden Mitch Twolan  
Members of the Social Services and Housing Committee

**From:** Christine MacDonald  
Director of Social Services and Housing

**Date:** October 19, 2017

**Re:** Use of Affordable Housing Creation of New Units Reserve

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### Recommendation:

That approval be granted to expend \$51,500 from the reserve "Affordable Housing Program Creation of New Units" to facilitate the process to review opportunities for the creation of new housing units for Bruce County Housing Corporation (BCHC).

### Background:

Several properties ranging in age from 40 to 50 years have reached the end of their operating agreements or are nearing the end. A comprehensive plan is required to understand and manage the regeneration of existing housing alongside the creation of new housing units to meet the demand in a sustainable approach.

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

Staff will work with an external consultant to develop a comprehensive plan to regenerate and create new housing units.

### Interdepartmental Consultation:

Staff through the course of the project will be consulting with staff from the Departments of Corporate Services, and Planning and Development throughout the development of the plan.

### Link to Strategic Goals and Elements:

Goal #6. Explore alternate options to improve efficiency and service  
Goal #7. Stimulate and reward innovation and economic development



Corporation of the County of Bruce  
Social Services and Housing

[brucecounty.on.ca](http://brucecounty.on.ca)

Written by: Tania Dickson, Housing Services Manager

Approved by:

Kelley Coulter  
Chief Administrative Officer