

Meeting of Board of Directors Agenda

August 28, 2024
1:30 p.m. – 3:00 p.m.

Northumberland County
Zoom Video Conference

https://us06web.zoom.us/j/86138943492?pwd=eJeTwhcVttnnm0JCoQamuyvblJoJhH.1

Meeting ID: 861 3894 3492

Passcode: 379547

1-855-703-8985 Canada Toll-free

1. Call to Order

Victor Fiume, Chair

2. Territorial Land Acknowledgement

Victor Fiume

3. Approval of the Agenda

Recommended Motion:

"**That** the agenda for the August 28, 2024 regular meeting of the Northumberland County Housing Corporation Board of Directors be approved."

4. Declaration of Interest

5. Approval of Minutes (attached)

Minutes of July 24, 2024 Regular Board Meeting

Recommended Motion:

"**That** the minutes of the July 24, 2024 Regular Meeting of the Northumberland County Housing Corporation be approved."



6. Purchase Services Agreement (attached)

Neil Ellis, General Manager

Recommended Motion:

"That the NCHC Board of Directors approve the Purchase Services Agreement and direct staff to seek shareholder approval; and

Further That upon shareholder approval, the NCHC Board of Directors authorize the execution of the Purchase Services Agreement between the County of Northumberland and Northumberland County Housing Corporation."

7. Elgin Park Redevelopment Report (attached)

Willie Reyns, Project Manager

Recommended Motion:

"**That** the NCHC Board of Directors receive the Elgin Park Redevelopment report for information."

8. New Business

Victor Fiume, Chair

9. Move to Closed Session

Recommended Motion:

" That the NCHC Board of Director	rs proceed with	the next portion	of the meeting,
being closed to the public at	p.m.; and		

(1) Further That the meeting is closed to the public as permitted under the Municipal Act Section 239.(2.b) and (2.e) in order to address matters relating to personal matters about an identifiable individual, including municipal or local board employees and litigation or potential litigation, including matters before administrative tribunals affecting the municipality or local board (Landlord and Tenant Board) and that Lisa Horne, Glenn Dees, Rebecca Carman, Neil Ellis, Emily Corkery, and Cheryl Sanders remain present.'

10. Motion to Rise and Results from Closed Session

Recommend	led Motion (1):
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"That the NCHC Board of Directors rise from Closed Session at p.m.; and



Further That the confidential resolution moved in Closed session regarding personal matters about an identifiable individual, including municipal or local board employees and litigation or potential litigation, including matters before administrative tribunals affecting the municipality or local board (Landlord and Tenant Board) is hereby referred to this open session of the NCHC Board of Directors for adoption."

11. Next Meeting

Wednesday September 25, 2024

12. Adjournment

Recommended Motion:

"That the meeting be adjourned at p.m."



Meeting of Board of Directors Minutes

July 24, 2024 1:30 p.m. – 3:00 p.m. Northumberland County

Board Members Present (Virtual):

Cathy Borowec, Steve Gilchrist, Councillor John Logel, Councillor Mandy Martin, Maryam Mohajer-Ashjai, Lindsey Reed, Lou Rinaldi, Anneke Russell

Board Members' Present (In-Person): Chair Victor Fiume, Jennifer Moore

Board Members' Regrets: Jacqueline Pennington

Staff:

- Rebecca Carman, Associate Director Housing & Homelessness
- Emily Corkery, Housing Services Supervisor
- Glenn Dees, Director Health & Human Services
- Neil Ellis, General Manager (Appointed by Board)
- Lisa Horne, Director Community & Social Services
- Matthew Nitsch, Director Finance / Treasurer
- Kim O'Leary, Financial Planning Manager
- Cheryl Sanders, Deputy Clerk

1. Call to Order

• Chair Victor Fiume called the meeting to order at 1:30 p.m.

[Cathy Borowec joined the meeting at 1:31 p.m.]

[Maryam Mohajer-Ashjai joined the meeting at 1:32 p.m.]

2. Territorial Land Acknowledgement

Victor Fiume

3. Approval of the Agenda

Moved by: John Logel

Seconded by: Anneke Russell

"**That** the agenda for the July 24, 2024 regular meeting of the Northumberland County Housing Corporation Board of Directors be approved."



Disposition: Carried

4. Declaration of Interest

No declarations

5. Approval of Minutes

Moved by: Steve Gilchrist Seconded by: Cathy Borowec

"**That** the minutes of the June 26, 2024 Regular Meeting of the Northumberland County Housing Corporation be approved."

Disposition: Carried

6. 2nd Quarter Strategic Plan Update

• Neil Ellis presented the 2nd Quarter Strategic Plan Update to the Board highlighting achievements that align with NCHC's strategic goals.

Moved by: Anneke Russell Seconded by: Mandy Martin

"That the NCHC Board of Directors receive the second quarter Strategic Plan update for information."

Disposition: Carried

7. 2nd Quarter Variance Report

• Kim O'Leary provided a detailed over of the 2nd Quarter Variance Report.

Moved by: Steve Gilchrist Seconded by: Lindsey Reed

"**That** the NCHC Board of Directors receive the Quarter 2, 2024 Variance report for information."

Disposition: Carried

8. New Business

N/A

9. Move to Closed Session

Moved by: Anneke Russell Seconded by: John Logel



"That the NCHC Board of Directors proceed with the next portion of the meeting, being closed to the public at 1:48 p.m.; and

- (1) Further That the meeting is closed to the public as permitted under the Municipal Act Section 239.(2.b) and (2.e) in order to address matters relating to personal matters about an identifiable individual, including municipal or local board employees and litigation or potential litigation, including matters before administrative tribunals affecting the municipality or local board (Landlord and Tenant Board) and that Lisa Horne, Glenn Dees, Rebecca Carman, Neil Ellis, Emily Corkery, and Cheryl Sanders remain present; and
- (2) Further That the meeting is closed to the public as permitted under the Municipal Act Section 239.(2.a) and (2.f) in order to address a matter relating to the security of the property of the municipality or local board and advice that is subject to solicitor client privilege, including communications necessary for that purpose and that Lisa Horne, Glenn Dees, Rebecca Carman, Neil Ellis, Emily Corkery, and Cheryl Sanders remain present; and
- (3) Further That the meeting is closed to the public as permitted under the Municipal Act Section 239.(2b) in order to address a matter relating to personal matters about an identifiable individual, including municipal or local board employees (Director Recruitment) and that Lisa Horne, Glenn Dees, Rebecca Carman, Neil Ellis, Emily Corkery and Cheryl Sanders remain present; and
- (4) Further That the meeting is closed to the public as permitted under the Municipal Act Section 239.(2c) in order to address a matter relating to a proposed or pending acquisition or disposition of land by the municipality or local board and that Lisa Horne, Glenn Dees, Rebecca Carman, Neil Ellis, Emily Corkery and Cheryl Sanders remain present."

Disposition: Carried

10. Motion to Rise and Results from Closed Session

Recommended Motion (1):

Moved by: John Logel

Seconded by: Mandy Martin

"That the NCHC Board of Directors rise from Closed Session at 2:23 p.m.; and

Further That the confidential resolution moved in Closed session regarding personal matters about an identifiable individual, including municipal or local board employees and litigation or potential litigation, including matters before administrative tribunals affecting the municipality or local board (Landlord and Tenant Board)is hereby referred to this open session of the NCHC Board of Directors for adoption."



Disposition: Carried

Recommended Motion (2):

Moved by: Anneke Russell Seconded by: Jennifer Moore

"That the confidential resolution moved in Closed session regarding a matter relating to the security of the property of the municipality or local board and advice that is subject to solicitor client privilege, including communications necessary for that purpose is hereby referred to this open session of the NCHC Board of Directors for adoption."

Disposition: Carried

Recommended Motion (3):

Moved by: Anneke Russell Seconded by: Mandy Martin

"That the confidential resolution moved in Closed session regarding a matter relating to personal matters about an identifiable individual, including municipal or local board employees (Director Recruitment) is hereby referred to this open session of the NCHC Board of Directors for adoption."

Disposition: Carried

Recommended Motion (4):

Moved by: Steve Gilchrist Seconded by: Lou Rinaldi

"That the confidential resolution moved in Closed session regarding a proposed or pending acquisition or disposition of land by the municipality or local board is hereby referred to this open session of the NCCH Board of Directors for adoption."

Disposition: Carried

11. Next Meeting

Wednesday August 28, 2024

12. Adjournment

Moved by: John Logel

Seconded by: Lindsey Reed



"That the meeting be adjourned at 2:25 p.m."

Disposition: Carried



Northumberland County Housing Corporation (NCHC)

August 28, 2024

Purchase Services Agreement

Prepared by: Neil Ellis, General Manager

Issue

The NCHC Purchase Services Agreement with the County of Northumberland expired on August 7 2024, after which in operates on a month-to-month basis.

Recommendation

That the NCHC Board of Directors approve the Purchase Services Agreement; and

Further that the NCHC Board of Directors direct staff to seek shareholder approval.

Background

As per the County of Northumberland's Shareholder Direction to the NCHC we are required to have a Purchase Services Agreement. The agreement is for a five-year period and expired on August 7, 2024.

Analysis

The NCHC is required to have a Purchase Services Agreement with Northumberland County as per our Shareholder Direction. The agreement outlines the terms and conditions of the services that it will offer to the NCHC. These include, but are not limited to, property and asset management, operating and administrative support, corporate administration, financial, legal and tenant housing retention. These services are charged against the NCHC budget during the fiscal year that they are realized.



Financial Impact

There is no financial impact to this report.

Conclusion

It is recommended that the NCHC Board of Directors approve the Purchase Services Agreement and seek shareholder approval.

PURCHASED SERVICES AGREEMENT

THIS AGREEME	NT dated the	day of	, 2024	
BETWEEN:				
	NORTHUMBER	LAND COUNT	Y HOUSING CORPO	RATION

AND

THE CORPORATION OF THE COUNTY OF NORTHUMBERLAND (the "County")

WHEREAS

- A. NCHC is the Local Housing Corporation in Northumberland County pursuant to the provisions of the HSA whose business activities include the provision, operation, and maintenance of affordable housing accommodations;
- B. The County is both the sole-shareholder of NCHC, and the designated service manager for Northumberland County pursuant to the provisions of the HSA, and the related service manager for NCHC as defined in section 24 of the HSA; and
- C. NCHC requires certain services to carry on its business including professional and administrative services, as well as the use of certain premises for meeting purposes and desires to contract with the County to obtain such services.

NOW THEREFORE in consideration of the mutual exchange of the covenants and other obligations contained herein, the sufficiency of which is hereby acknowledged, the Parties now agree as follows:

<u>ARTICLE 1 – INTERPRETATION</u>

1.1 Recitals

The parties acknowledge and agree that the above-noted recitals are true.

1.2 General

Words importing the singular include the plural and vice versa. Words importing gender include all genders. The captions, headings and table of contents contained herein are for reference only and in no way effect this Agreement or its interpretation.

1.3 **Definitions**

Whenever in this Agreement, the following words or phrases are used, they shall have attributed to them the following meanings:

"Agreement" means this agreement;

"Business Day" means a day, other than a Saturday, Sunday or statutory holiday in the Province of Ontario observed by the County;

"County" means the Corporation of the County of Northumberland, or the geographic County of Northumberland, as the context implies;

"**HSA**" means the *Housing Services Act, 2011, SO 2011, c.6 Sched. 1, and the regulations thereunder, as the same may be amended replaced or re-enacted from time to time;*

"Local Housing Corporation" means a local housing corporation as defined under the HSA;

"NCHC" means Northumberland County Housing Corporation;

"Notice" shall have the meaning ascribed to it in Section 11.1;

"Parties" means the County and NCHC and their successors and permitted assigns. The singular denotes either the County or NCHC and their successors and permitted assigns.

"Services" means those services provided by the County to NCHC as described in Section 3.1 of this Agreement;

"Term" means the term of this Agreement as described in Article 2 hereto.

ARTICLE 2 – TERM

- **2.1** The Term of this Agreement is five (5) years, commencing on the date first written above.
- 2.2 At the end of the term the Agreement will continue on a monthly basis subject to termination by either party on three (3) months' written Notice of termination to the other party.

<u>ARTICLE 3 – SERVICES PROVIDED BY THE COUNTY</u>

- 3.1 The County, subject to the terms and conditions of this Agreement, will provide the Services which generally include, but are not limited to, the following:
 - (a) Property and Asset Management;

The County will operate, maintain, repair, and make annual capital investments into NCHC housing assets and related equipment and systems in accordance with applicable municipal and provincial laws, codes, standards, regulations and accepted industry practice.

(b) Operating and Administrative Support;

The County will provide operating support related to the calculations and administration of housing subsidies that NCHC tenants may be eligible to receive, including life enrichment, social activities and events.

(c) Corporate Administration;

The County will support NCHC Board meetings and other corporate administrative needs by booking meeting facilities, preparing agendas and minutes, coordinating presentations, and writing reports as required.

(d) Financial, Reporting, Purchasing, Payroll and Information Technology;

The County will prepare an annual budget and audited financial statements for NCHC, oversee compliance with and implement a purchasing bylaw, provide full accounts receivable services, account payable services, insurance services, claims services coordinate investment and banking services and capital finance planning as well as Information Technology (IT) support, systems software/hardware for NCHC. and such other services as are mutually agreed on from time-to-time.

(e) Legal;

Counsel employed or retained by the County, will: Prepare corporate by-laws, agreements and reports as required; provide legal opinions and advice on corporate, real estate and litigation matters, and represent NCHC in real estate transactions and in any proceedings before the Courts, tribunals or similar adjudicative bodies.

(f) Tenant Housing Retention and Eviction Prevention Services;

The County will deliver and administer NCHC tenant relations that is aligned with the NCHC Housing Retention Framework and related policies. The County will implement this framework across all NCHC properties to support tenants in maintaining successful tenancies.

- (g) All other services as are mutually agreed upon from time to time.
- 3.2 The County represents that it has the knowledge, expertise, experience, facilities, skilled personnel and management, necessary or require to provide the Services in a component and professional manner. The County understand that in entering into this Agreement, NCHC is relying upon these representations and requires the competence and capability to provide the Services and to fulfill the purpose, goals and objectives of NCHC.
- 3.3 The parties agree that other than the County, its employees and those persons, partnerships, firms, corporations, etc., retained by the County to provide Services in conjunction with the County and/or under the supervision of the County, no other entity shall be retained to provide the Services throughout the duration of this Agreement.

ARTICLE 4 – PREMISES PROVIDED BY THE COUNTY FOR NCHC MEETINGS

4.1 The County shall provide such premises, furnishings, equipment and supplies as NCHC may require to hold meetings of the Officers of the corporation, the Board of Directors (including its respective subcommittees), any special meeting of the shareholder, and the annual general meeting.

ARTICLE 5 - NCHC NOT AN EMPLOYER OF COUNTY STAFF

5.1 The County acknowledges and agrees that NCHC is contracting the expertise and professional service of the County's staff for the term described in this Agreement. All personnel used by the County in the provision of the Services shall be under the control and direction of the County and it is agreed that such personnel are not employees of NCHC. Where third parties are retained or contracted for the purposes of providing the

- Services, the County shall procure, retain, and contract for those services at its sole discretion.
- 5.2 The County agrees to indemnify and hold harmless NCHC from any and all losses, damages, costs and expenses (including reasonable solicitors' fees) suffered or incurred by NCHC on account of any claim made against NCHC by any employee, agent, or contractor of the County in connection with the performance by the County of its obligations under this Agreement.

ARTICLE 6 – COMPLIANCE

- 6.1 The County shall, at all times, act in compliance with all applicable law in the provision of the Services. The County shall obtain and keep current any and all necessary licenses, permits and approvals required to deliver the Services in accordance with the terms of this Agreement.
- 6.2 NCHC shall, at all times, act in compliance with the terms of the Shareholder Direction, dated August 14, 2024, issued by the County to NCHC.

ARTICLE 7 – SERVICES CHARGED AGAINST NCHC BUDGET

- 7.1 The costs of the Services provided by the County during a fiscal year shall be charged against the annual budget of NCHC for that fiscal year.
- **7.2** Annually, the County, acting in its sole and unfettered discretion, shall establish:
 - (a) the estimated costs for the Service to be provided by the County during the coming fiscal year; and
 - (b) the annual budget of NCHC for the coming fiscal year.
- **7.3** Following the end of the fiscal year, the NCHC budget shall be reconciled with the actual amount of Services charged against it for that fiscal year. The County shall provide NCHC with a direction in respect of any surplus funds.

ARTICLE 8– TERMINATION

- 8.1 In the event of a default either party shall have the right to terminate this Agreement on fifteen (15) days' Notice to the other.
- **8.2** Notwithstanding Section 8.1 above, neither party shall have the right to terminate this agreement if such default is remedied within the fifteen (15) day notice period.

ARTICLE 9- INDEMNIFICATION

9.1 Both NCHC and the County during and following the term of this Agreement indemnify and save harmless each other from all costs, losses, damages, judgments, claims, demands, suits, actions, complaints or other proceedings in any manner based upon, occasioned by or attributable to anything done or omitted by each party (NCHC and the County) its directors, officers, employees, agents or volunteers in connection with services being provided, purported to be provided or required to be provided by each party (NCHC and the County) pursuant to this Agreement.

ARTICLE 10 – CONFIDENTIALITY

- 10.1 The Parties acknowledge and agree that this Agreement shall be governed in accordance with the provisions of the *Municipal Freedom of Information and Protection of Privacy Act*, RSO 1990, c. M.56 (*MFIPPA*), and the regulations thereunder, as the same may be amended replaced or re-enacted from time to time. The NCHC acknowledges that the County is an "Institution" as that term is defined in *MFIPPA*.
- **10.2** The Parties acknowledge and agree that neither party, nor its councillors, directors, officers, employees or agents, shall disclose any confidential information discussed during an *In Camera* meeting.

ARTICLE 11 – GENERAL

11.1 Notice

Any notice, demand, approval, consent, information, agreement, offer, payment, request or other communication (hereinafter referred to as a "Notice") to be given under or in connection with this Agreement shall be in writing and shall be given by personal delivery or by fax addressed or sent as set out below or to such other address or electronic email address as may from time to time be the subject of a Notice

(a) In the case of Notice to the NCHC

Northumberland County Housing Corporation 555 Courthouse Road Cobourg, ON K9A 3A9

Attention: Neil Ellis

E-mail: ellisn@northumberland.ca

(b) In the case of Notice to the County

The Corporation of the County of Northumberland Community and Social Services Division 555 Courthouse Road Cobourg, ON K9A 3A9

Attention: Rebecca Carman

E-mail: carmanr@northumberland.ca

Any Notice received prior to 5:00 p.m. on a Business Day shall be deemed to have been validly and effectively given and received on such day and if received thereafter it shall be deemed to have been validly and effectively given and received on the Business Day next following the day it was received. If the contact person is changed, notice thereof shall be given in accordance with this Section and shall take effect five (5) days after delivery.

11.2 Entire Agreement

There are no covenants, representations, warranties, agreements or conditions express or implied, collateral or otherwise forming party of or in any way affecting or relating to this Agreement, save as expressly set out in this Agreement, and this Agreement constitutes the entire agreement between the parties hereto and may not be modified except as expressly

herein provided or except by subsequent agreement in equal formalities hereto executed by the parties hereto.

11.3 Governing Law

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

11.4 Severability

If any provision of this Agreement or any portion thereof or the application of any of the same is illegal, unenforceable or invalid, it shall be considered separate and severable from this Agreement and all of the remaining provisions hereof shall remain in full force and effect as though any such provision of this Agreement or any portion thereof had not been included in this Lease but such provision of this Agreement or portion hereof shall nonetheless continue to be enforceable to the full extent permitted by law.

11.5 Successors and Assigns

This Agreement shall be binding on and shall enure to the benefit of the Parties hereto and their respective successors and assigns. Neither Party shall assign the whole or any part of this Agreement, without the written consent of the other Party, which consent may be unreasonably withheld.

11.6 Amendment

This Agreement may be amended or modified only by an instrument in writing executed by all of the Parties hereto or their successors and assigns.

11.7 Counterparts

This Agreement may be executed in any number of counterparts, each of which shall be deemed to be original and all of which taken together shall be deemed to constitute one and the same instrument. For the purposes hereof, the delivery of a facsimile copy of an executed counterpart of this Agreement shall be deemed to be valid execution and delivery of this Agreement.

[Signature page follows]

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the date first written above.

CORF	PORATION
Per:	
	Name:
	Title:
Per:	
	Name:
	Title:
I/We h	ave the authority to bind the Corporation
	PORATION OF THE COUNTY OF HUMBERLAND
	Name:
	Title:
Per:	
	Name:
	Title:

NORTHUMBERLAND COUNTY HOUSING

I/We have the authority to bind the Corporation



Northumberland County Housing Corporation (NCHC) Report to Board

Aug 28th, 2024

Elgin Park Redevelopment Construction Update

Prepared by: Willie Reyns Project Manager, Major Capital Projects, Public Works

Issue

The construction of the Elgin Park Affordable Housing Redevelopment commenced in January 2022. Below is an update on construction progress to date.

Recommendation

It is recommended that the NCHC Board receives this Report for information.

Background

The NCHC and the County signed a contract with Dalren Limited on December 20, 2021 for the demolition of the existing 18 units located at 265-327 Elgin Street E in Cobourg, and the construction of 40 new units.

Progress to Date

Phase 1: Complete

Phase 2: Building #3 framing is complete and roof is shingled. mechanical, electrical & fire separations are progressing on the interior. Building #4 foundation is complete, structural steel installation and framing in progress.

Coordination:

Bi-weekly construction meetings are conducted with representatives from the County's Major Capital Projects (MCP) team, the Contract Administrator (Barry Bryan Associates), members of the Consulting Team and the Contractor (Dalren Limited) where site activities are discussed. Bi-weekly meetings are also held with representatives from the County's MCP team and the Contract Administrator to discuss and resolve any issues. MCP communicates regularly with the County's Housing Manager on construction progress and any information relevant for tenant relations.



Financial Impact

Below is a summary showing all approved construction Change Orders (CO) for this period:

CO# 52 List of Building 3 & 4 changes including adding accessible power door operators to rear of units. \$ 26,361.79

Total approved Change Orders this reporting period. \$ 26,361.79

Total construction Change Orders to date for Phase 2 only. \$ 187,588.10

Total project construction Change Orders committed to date. \$973,781.00

Below is a summary showing the approved soft cost Change Orders this period:

NOCSS#14 Additional engineering and consulting services in accordance with foundation soils issues for building 3 & 4. \$4,167.00

Total soft-cost Change Orders to date from the start of Phase 2 only. \$ 70,017.00

Total project soft-cost Change Orders committed to date.

\$ 358,965.00

Below is a summary of the overall budget (inclusive of contingency), invoices paid to date, and projections (excluding HST):

	Buc	lget	Invoiced to date	Projected
Construction Costs	\$	16,425,292.00	\$ 10,874,756.38	\$ 14,642,404
Project Soft Costs (Project Management, appliances etc.)	\$	1,672,504.00	\$ 955,056.94	\$ 1,076,079
Total	\$	18,097,796.00	\$ 11,829,813.32	\$ 15,995,129

^{*}Projected is the project committed cost to date.



Schedule Impact

Below is a summary of approved Change Orders which have added working days to the construction schedule.

CO# 52 - List of Building 3 & 4 changes including adding accessible power door operators to rear of units.

3 working days

Total working days added this reporting period. 3 working days

Total Days added due to approved Change Orders in Phase 2 only. 33 working days

Total project working days added due to approved Change Orders. 170 working days

Conclusion

It is recommended that this report is received for information. Staff will bring a report to the NCHC Board every two months (or as required) to provide an update on the construction of the Elgin Park Affordable Housing Redevelopment.