

The Corporation of the County of Northumberland
County Council Meeting
Agenda

Wednesday, January 22, 2025, 9:30 a.m.

Council Chambers

555 Courthouse Road, Cobourg, ON K9A 5J6

Hybrid Meeting (In-Person and Virtual)

Zoom Information

Join Zoom Meeting

<https://us06web.zoom.us/j/89338718158?pwd=A53zo3646cDzuh1OjQru3EEGXWj5bq.1>

Meeting ID: 893 3871 8158

Passcode: 549319

Phone: 1-855-703-8985 Canada Toll-free

Pages

1. Notices

1.a Accessible Format

If you require this information in an alternate format, please contact the Accessibility Coordinator at accessibility@northumberland.ca or 1-800-354-7050 ext 2327.

1.b Meeting Format

This Council meeting will be held using a hybrid meeting model. The public is invited to attend in-person in Council Chambers. Alternatively, the public may view the Council meeting via live stream, join online, or join by phone using Zoom Conference technology. If you have any questions, please email matherm@northumberland.ca.

- Attend in-person in Council Chambers, located at 555 Courthouse Road, Cobourg
- Watch a livestream by visiting Northumberland.ca/Council
- Join online using Zoom
- Join by phone using Zoom

- 1.c Estimated time of Adjournment 3:00 p.m.
- 2. Call to Order
 - 2.a Territorial Land Acknowledgement
- 3. Approval of the Agenda
 - 3.a Agenda dated January 22, 2025
 - Recommended Motion
 - "That the County Council Agenda for Wednesday, January 22, 2025 be approved."
- 4. Declarations of Interest
- 5. Presentations
 - 5.a Staff Service Awards
 - Warden Brian Ostrander
 - CAO Jennifer Moore
- 6. Adoption of Minutes
 - 6.a County Council Minutes 12 - 71
 - Recommended Motion
 - "That the minutes of the County Council Session of December 18, 2024 be approved as distributed and the determinations contained therein be deemed those of Council."
- 7. Business arising from the Minutes
- 8. Communications
 - N/A
- 9. Determination of Items Requiring Separate Discussion
 - 9.a January 6 and 8, 2025 Standing Committees 'Recommendations to Council - Summary Chart' 72 - 80
 - 9.b Community Health Committee - Meeting cancelled
 - 9.c Corporate Support Committee - Meeting cancelled

9.d	Economic Development, Tourism and Land Use Planning Committee - January 8, 2025	81 - 88
9.e	Finance & Audit Committee - Meeting cancelled	
9.f	Public Works Committee - January 6, 2025	89 - 98
9.g	Social Services Committee - January 8, 2025	99 - 104

10. Adoption of Items Not Requiring Separate Discussion

Recommended Motion

"**That** Council adopt all recommendations from the three Standing Committees, as contained within the Committee Minutes (meetings held January 6 and 8, 2025), with the exception of the following items (referenced from the Standing Committee Minutes), that will be held for discussion:

-

And Further That the items listed above and held for separate discussion each require a separate resolution."

11. Consideration of Items Requiring Separate Discussion

11.a Items from Standing Committees Requiring Separate Consideration

1. Public Works Committee Meeting (January 6, 2025), Closed Session Item 4.a, 'Matters pertaining to a proposed or pending acquisition of disposition of land by Northumberland County and advice that is subject to solicitor-client privilege (Public Works)'

[Item will be considered in Closed Session]

2. **Social Services Committee Meeting (January 8, 2025), Item 7.a, 'Correspondence, Municipality of Port Hope 'Development of a County-Led Encampment Management Plan'** 105 - 107

Recommended Motion

"**Whereas** the Social Services Committee (January 8, 2025) received the correspondence from the Municipality of Port Hope regarding 'Development of a County-Led Encampment Management Plan' for information and recommended that County Council identify this item for separate discussion at the January 22, 2025 County Council meeting; and

Now Therefore Be It Resolved That County Council receive this correspondence for information."

3. **Social Services Committee Meeting (January 8, 2025), Item 8.c, Report 2025-006 '310 Division Street, Cobourg Update'** 108 - 157

Glenn Dees, Director Health & Human Services
Rebecca Carman, Associate Director Housing and Homelessness

[Additional report attachment was added to the agenda prior to the meeting]

Recommended Motion

"**Whereas** the Social Services Committee (January 8, 2025) received Report 2025-006 '310 Division Street, Cobourg Update' for information;

Now Therefore Be It Resolved That County Council receive Report 2025-006 '310 Division Street, Cobourg Update' for information; and

Further Be It Resolved That County Council delegate authority to County staff to execute the full year service agreement with Transition House upon confirmation of the Homelessness Prevention Fund 2025/2026 allocation."

4. **Social Services Committee Meeting (January 8, 2025), Closed Session Item 5.b, 'Matters pertaining to personal matters about an identifiable individual, including municipal or local board employees and confidential negotiations (Capital Grant Program)'**

[Item will be considered in Closed Session]

11.b Motion(s) for Held Item(s)

[If required]

12. New Business

12.a Report 2025-015, Corporate Services 'Corporate Occupational Health and Safety Policy 2025' 158 - 166

Colleen McCabe, Health, Safety and Emergency Risk Manager

Recommended Motion

"**That** County Council, having considered Report 2025-015 'Corporate Occupational Health and Safety Policy 2025' receive the report for information and refer the enactment of a by-law to formulate the Corporate Occupational Health and Safety Policy 2025 and to Repeal By-law 02-2024, to the enactment by-law portion of the agenda."

12.b Report 2025-016 'Northumberland County Agreement with Northumberland OPP Detachment Board for IT and Finance Managed Services' 167 - 169

Kate Campbell, Director Communications & Information Technology

Recommended Motion

"**That** County Council receive Report 2025-016 'Northumberland County Agreement with Northumberland OPP Detachment Board for IT and Finance Managed Services' for information."

12.c Eastern Ontario Wardens' Caucus (EOWC) Update

Warden Brian Ostrander

Recommended Motion

"**That** County Council receive the verbal update regarding the Eastern Ontario Wardens' Caucus for information."

13. Enactment By-laws

13.a A By-law to Formulate the Corporate Occupational Health and Safety Policy 2025 and to Repeal By-law 02-2024 170 - 173

Recommended Motion

"**That** By-law 01-2025 being a by-law to Formulate the Corporate Occupational Health and Safety Policy 2025 and to Repeal By-law 02-2024, be introduced, deemed to be read a first, second and third time, passed, signed and sealed this 22nd day of January, 2025."

14. Proclamations

Recommended Motion

“That County Council proclaim the following proclamations at the January 22, 2025 County Council meeting:

- International Holocaust Remembrance Day - January 27, 2025; and
- Black History Month - February 2025.”

14.a Proclamation 'International Holocaust Remembrance Day' - January 27, 2025 174 - 174

A lighting request application was also submitted for 'International Holocaust Remembrance Day':

- County headquarters will be lit in yellow and flags lowered to half-mast on January 27, 2025
- Provided for information only

Recommended Motion

“**Whereas** International Holocaust Remembrance Day is observed globally on January 27, commemorating the liberation of the Auschwitz-Birkenau concentration and extermination camp on January 27, 1945; and

Whereas this day serves as a solemn occasion to honour the memory of the millions of victims of the Holocaust, and promote worldwide education on this tragic chapter in history; and

Whereas each year, Canadians and people worldwide pause to remember the lives lost and reflect on the lessons of the Holocaust, reinforcing the importance of combating hate and intolerance in all its forms; and

Whereas Northumberland County is committed to standing against antisemitism, discrimination, and hate in all its forms;

Now Therefore Be It Resolved That I, Warden Brian Ostrander, on behalf of Northumberland County Council, do hereby proclaim January 27, 2025 to be ‘International Holocaust Remembrance Day’ in Northumberland County.”

The Pan-African flag will be raised on the Community Flagpole in observance of Black History Month:

- Pan-African flag raised on February 3, 2025 to February 28, 2025
- Provided for information only

Recommended Motion

“**Whereas** February is recognized as Black History Month, a dedicated time to celebrate and honour the rich diversity, achievements, and cultural heritage of Black Canadians, whose contributions have significantly shaped Canada’s success and prosperity; and

Whereas Black Canadians have been integral to Canada’s history, helping to shape its heritage and identity, and Black History Month provides an opportunity to learn about the stories of Black Canadian – acknowledging their enduring impact, and promoting a sense of belonging and inclusivity for all; and

Whereas Northumberland County acknowledges the importance of education and dialogue in breaking down systematic barriers, addressing historical injustices, and advancing equity for Black Canadians; and

Whereas Northumberland County recognizes that fostering an inclusive community involves celebrating diversity while challenging prejudice and discrimination, ensuring all residents have the opportunity to thrive; and

Whereas Northumberland County is committed to collaborating with community leaders, organizations, and residents to create a more inclusive and equitable future for all;

Now Therefore Be It Resolved That I, Warden Brian Ostrander, on behalf of Northumberland County Council, do hereby proclaim February to be ‘Black History Month’ in Northumberland County.”

15. Media Questions

16. Closed Session

16.a. Matters pertaining to confidential negotiations regarding broadband (Item going direct to Council)

Municipal Act Section 239.(2.k)

16.b. Matters pertaining to a proposed or pending acquisition or disposition of land by Northumberland County and advice that is subject to solicitor-client privilege, including communications necessary for the purpose (Public Works) (Item from Standing Committee requiring separate discussion)

Municipal Act Section 239.(2.c) and (2.f)

16.c. Matters pertaining to personal matter about an identifiable individual, including municipal or local board employees and confidential negotiations (Community & Social Services - Capital Grant Program) (Item from Standing Committee requiring separate discussion)

Municipal Act Section 239.(2.b) and (2.k)

Recommended Motion

"**That** this Council proceed with the next portion of the meeting being closed to the public at _____ a.m./p.m.; and

Further That the meeting is closed to the public as permitted under the Municipal Act Section 239.(2.k) in order to address matters pertaining to confidential negotiations regarding broadband, and that Jennifer Moore, Dwayne Campbell, TJ Flynn, Maddison Mather and Cheryl Sanders remain present; and

Further That the meeting is closed to the public as permitted under the Municipal Act Sections 239.(2.c) and (2.f) in order to address matters pertaining to a proposed or pending acquisition of disposition of land by Northumberland County and advice that is subject to solicitor-client privilege, including communications necessary for the purpose (Public Works), and that Jennifer Moore, Denise Marshall, Darrell Mast, Carol Coleman, Maddison Mather, and Cheryl Sanders remain present; and

Further That the meeting is closed to the public as permitted under the Municipal Act Sections 239.(2.b) and (2.k) in order to address matters pertaining to personal matters about an identifiable individual, including municipal or local board employees and confidential negotiations (Community & Social Services - Capital Grant Program), and that Jennifer Moore, Glenn Dees, Rebecca Carman, Emily Corkery, Maddison Mather, and Cheryl Sanders remain present."

[If required, for any business held from discussion from the Standing Committees]

Further That the meeting is closed to the public as permitted under the Municipal Act Section 239.(_____) in order to address matters pertaining to _____, and that Jennifer Moore, _____ Name(s)_____, Maddison Mather, and Cheryl Sanders remain present."

17. **Motion to Rise and Results from Closed Session**

17.a Matters pertaining to confidential negotiations regarding broadband (Item going direct to Council)

Recommended Motion

"That this Council rise at _____ a.m./p.m.; and

Further That the confidential resolution moved in Closed Session regarding matters pertaining to confidential negotiations regarding broadband, is hereby referred to this open session of Council for adoption."

17.b Closed Session Items from Standing Committees Requiring Separate Discussion

- 1. Matters pertaining to a proposed or pending acquisition of disposition of land by Northumberland County and advice that is subject to solicitor-client privilege, including communications necessary for the purpose (Public Works)**

Recommended Motion

"That the confidential resolution moved in Closed Session regarding matters pertaining to a proposed or pending acquisition of disposition of land by Northumberland County and advice that is subject to solicitor-client privilege, including communications necessary for the purpose (Public Works), is hereby referred to this open session of Council for adoption."

- 2. Matter pertaining to personal matters about an identifiable individual, including municipal or local board employees and confidential negotiations (Community & Social Services - Capital Grant Program)**

Recommended Motion

"That the confidential resolution moved in Closed Session regarding matters pertaining to personal matter about an identifiable individual, including municipal or local board employees and confidential negotiations (Community & Social Services - Capital Grant Program), is hereby referred to this open session of Council for adoption."

- 3. Motion(s) for Held Item(s)**

[If required]

18. Closed Session Business – Public Updates

N/A

19. Confirming By-law

19.a A By-law to confirm the proceedings of a meeting of County Council held on January 22, 2025

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Recommended Motion

"**That** By-law 02-2025 being a By-law to confirm the proceedings of a meeting of County Council held on January 22, 2025 be introduced, be deemed to be read a first, second and third time, be passed, signed and sealed."

20. Adjournment

Recommended Motion

"**That** Council adjourn at _____ a.m./p.m."



**The Corporation of the County of Northumberland
County Council
Minutes**

**December 18, 2024, 9:30 a.m.
Council Chambers
555 Courthouse Road, Cobourg, ON K9A 5J6
Hybrid Meeting (In-Person and Virtual)**

Members Present: Warden Brian Ostrander
Deputy Warden Olena Hankivsky
Councillor Lucas Cleveland
Councillor Robert Crate
Councillor Scott Jibb
Councillor John Logel
Councillor Mandy Martin

1. Notices

1.a Accessible Format

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1.b Meeting Format

This Council Meeting was held using a hybrid meeting model. The public were invited to attend in-person in Council Chambers, view the meeting via the live stream, or join online or by phone using Zoom Conference Technology.

2. Call to Order

Warden Brian Ostrander called the meeting to order at 9:32 a.m.

2.a Territorial Land Acknowledgement

3. Approval of the Agenda

3.a Agenda dated December 18, 2024

Council Resolution 2024-12-18-900

Moved by Councillor Robert Crate

Seconded by Councillor Scott Jibb

"**That** the County Council agenda for Wednesday, December 18, 2024 be approved, as amended, to include a time sensitive New Business Item (18.3) regarding a communication from the Ministry of Municipal Affairs and Housing regarding 'Encampment Initiatives'."

Carried

4. Declarations of Interest

- *Councillor Mandy Martin declared a disqualifying interest with regards to agenda item 17.c (1) 'Delegation 'Art Gallery of Northumberland'*
- [Link to Declaration of Interest Form](#)

5. Presentations

5.a Outgoing Warden's Remarks and 2024 Year in Review Video Presentation

Warden Brian Ostrander

- Video link: <https://youtu.be/oKvap6GOGvk>

6. Presiding Officer for the Election of Warden and Deputy Warden

Maddison Mather, Manager of Legislative Services / Clerk

7. Election of Warden

7.a Motion to Proceed with the Election of the Warden

Council Resolution 2024-12-18-901

Moved by Councillor Lucas Cleveland

Seconded by Councillor Brian Ostrander

"**Whereas** the Northumberland County Procedural By-law provides for the election of a Warden;

Now Therefore Be It Resolved That Council proceed with the election of Warden for one year, commencing on the 18th day of December, 2024."

Carried

7.b Motion to Call for Nominations for Warden

Council Resolution 2024-12-18-902

Moved by Councillor Lucas Cleveland

Seconded by Councillor Brian Ostrander

"**That** Brian Ostrander be nominated as Warden of the County of Northumberland; and

Further That Brian Ostrander consents to be nominated for the position of Warden."

Accepted

7.c Nominators Speak to the Nominations

7.d Second and Final Call for Nominations for Warden Position

7.e Motion to Close Nominations for the Warden Position

Council Resolution 2024-12-18-903

Moved by Councillor Olena Hankivsky

Seconded by Councillor Robert Crate

"**That** nominations for the election of Warden be closed."

Carried

7.f Appointment of Scrutineer (if required)

N/A

7.g Vote (if required)

N/A

7.h Warden-Elect Confirmation

Maddison Mather, Manager of Legislative Services / Clerk

- Brian Ostrander was acclaimed as the Warden of the County of Northumberland.

7.i Motion to Authorize the Destruction of the Ballots (if required)

N/A

7.j Declaration of Office by Warden-Elect

Administered by Maddison Mather, Manager Legislative Services / Clerk

7.k Warden Presented with Warden's Chain of Office and Pin

7.l Warden's Remarks, Warden Takes the Chair

8. Election of Deputy Warden

8.a Motion to Proceed with the Election of Deputy Warden

Council Resolution 2024-12-18-904

Moved by Councillor Robert Crate

Seconded by Councillor Scott Jibb

"**Whereas** the Northumberland County Procedural By-law provides for the election of a Deputy Warden;

Now Therefore Be It Resolved That Council proceed with the election of Deputy Warden for one year, commencing on the 18th day of December, 2024."

Carried

8.b Motion to Call for Nominations for Deputy Warden

Council Resolution 2024-12-18-905

Moved by Councillor Robert Crate

Seconded by Councillor Lucas Cleveland

"**That** Olena Hankivsky be nominated as Deputy Warden of the County of Northumberland; and

Further That Olena Hankivsky consents to be nominated for the position of Deputy Warden."

Accepted

8.c Nominators Speak to the Nominations

8.d Second and Final Call for Nominations for Deputy Warden Position

8.e Motion to Close Nominations for the Deputy Warden Position

Council Resolution 2024-12-18-906
Moved by Councillor Lucas Cleveland
Seconded by Warden Brian Ostrander

"That nominations for the election of Deputy Warden be closed."

Carried

8.f Appointment of Scrutineer (if required)

N/A

8.g Vote (if required)

N/A

8.h Deputy Warden-Elect Confirmation

Maddison Mather, Manager of Legislative Services / Clerk

- Olena Hankivsky was acclaimed as the Deputy Warden of the County of Northumberland

8.i Motion to Authorize the Destruction of the Ballots (if required)

N/A

8.j Declaration of Office by Deputy Warden-Elect

Administered by Maddison Mather, Manager Legislative Services / Clerk

9. Greetings from Dignitaries

[Warden Ostrander assumed the role of Presiding Officer of the meeting]

9.a MP Philip Lawrence, Member of Parliament for Northumberland-Peterborough South

10. Recess

[Council recessed at 10:18 p.m. until 10:34 a.m.]

11. Adoption of Minutes

11.a County Council Minutes of November 20, 2024

Council Resolution 2024-12-18-907
Moved by Deputy Warden Olena Hankivsky
Seconded by Councillor Mandy Martin

"That the minutes of the County Council Session of November 20, 2024 be approved as distributed and the determinations contained therein be deemed those of Council."

Carried

12. Business arising from the Minutes

N/A

13. Communications

13.a Correspondence, 'Establishment of an Ontario Rural Road Safety Program'

- Good Roads Association
- Municipality of North Perth
- Town of the Blue Mountains
- Town of Pelham
- Town of Parry Sound
- Township of Amaranth

Council Resolution 2024-12-18-908

Moved by Councillor John Logel

Seconded by Deputy Warden Olena Hankivsky

Whereas official statistics from the Government of Ontario confirm that rural roads are inherently more dangerous than other roads; and

Whereas despite only having 17% of the population, 55% of the road fatalities occur on rural roads; and

Whereas rural, northern, and remote municipalities are fiscally strained by maintaining extensive road networks on a smaller tax base; and

Whereas preventing crashes reduces the burden on Ontario's already strained rural health care system; and

Whereas roadway collisions and associated lawsuits are significant factors in runaway municipal insurance premiums; and

Whereas preventing crashes can have a significant impact in improving municipal risk profiles;

Now Therefore Be It Resolved That Northumberland County Council, having considered the correspondence regarding the 'Establishment of an Ontario Rural Safety Program', request that the Government of Ontario take action to implement the rural road safety program that Good Roads has committed to lead, noting it will allow Ontario's rural municipalities to make the critical investments needed to reduce the high number of people being killed and seriously injured on Ontario's rural roads; and

Further Be It Resolved That County Council direct staff to send a copy of this resolution to the Honourable Doug Ford (Premier of Ontario), Honourable Prabmeet Sarkaria (Minister of Transportation), Honourable Kinga Surma (Minister of Infrastructure), Honourable Rob Flack (Minister of Agriculture, Food and Agribusiness), Honourable Lisa Thompson (Minister of Rural Affairs), Honourable Trevor Jones (Associate Minister of Emergency Preparedness and Response), Honourable Sylvia Jones (Deputy Premier and Minister of Health), the Honorable David Piccini (Minister of Labour, Immigration, Training and Skills Development and MPP for Northumberland-Peterborough South), Good Roads, the Eastern Ontario Wardens' Caucus (EOWC), and Northumberland County's 7 Member Municipalities."

Carried

14. Determination of Items Requiring Separate Discussion

- 14.a December 2, 3 and 4, 2024 Standing Committees 'Recommendations to Council - Summary Chart'**
- 14.b Community Health Committee
- December 3, 2024**
- 14.c Corporate Support Committee
- December 3, 2024**
- 14.d Economic Development, Tourism and Land Use Planning Committee
- December 4, 2024**
- 14.e Finance & Audit Committee
- December 3, 2024**
- 14.f Public Works Committee
- December 2, 2024**
- 14.g Social Services Committee
- Meeting cancelled**

15. Adoption of Items Not Requiring Separate Discussion

[Warden Ostrander relinquished the Chair to Deputy Warden Hankivsky at 10:40 a.m.]

Council Resolution 2024-12-18-909

Moved by Councillor Mandy Martin

Seconded by Councillor Robert Crate

"**That** Council adopt all recommendations from the five Standing Committees, as contained within the Committee Minutes (meetings held December 2, 3 and 4, 2024), with the exception of the following items (referenced from the Standing Committee Minutes), that will be held for discussion:

- Community Health Committee, Item 8.a, 'Report 2024-156 'Long-term Care Staffing Challenges' – **Held by Councillor Logel**

And Further That the items listed above and held for separate discussion each require a separate resolution."

Carried

16. Consideration of Items Requiring Separate Discussion

16.a Items Recommended by Standing Committees for Separate Consideration

- 1. Community Health Committee Meeting (December 3, 2024), Item 5.a, Delegation, Haliburton, Kawartha Lakes, Northumberland (HKLN) Drug Strategy 'Situational Assessment of a Four Pillar Approach to Addressing the Drug Poisoning Crisis'**

[Deputy Warden Hankivsky relinquished the Chair back to Warden Ostrander at 10:42 a.m.]

Kate Hall, Co-Chair

Dan Record, Chair

Council Resolution 2024-12-18-910

Moved by Deputy Warden Olena Hankivsky

Seconded by Councillor John Logel

"**Whereas** the Community Health Committee received the delegation from the Haliburton, Kawartha Lakes, Northumberland (HKLN) Drug Strategy regarding 'Situational Assessment of a Four

Pillar Approach to Addressing the Drug Poisoning Crisis' for information and recommended that County Council identify this item for separate discussion at the December 18, 2024 County Council meeting; and

Now Therefore Be It Resolved That County Council receive the presentation for information."

Carried

2. **Corporate Support Committee Meeting (December 3, 2024), Closed Session Item 4.a, Matters pertaining to labour relations or employee negotiation regarding 'Canadian Union of Public Employees (CUPE) 3725 - 2024 Bargaining (Community & Social Services)'**

[Item was considered in Closed Session]

3. **Economic Development, Tourism and Land Use Planning Committee Meeting (December 4, 2024), Closed Session Item 4.a, 'Matters pertaining to confidential negotiations regarding broadband'**

[Item was considered in Closed Session]

16.b Motion(s) for Held Item(s)

1. **Community Health Committee, Item 8.a, 'Report 2024-156 'Long-term Care Staffing Challenges'**

Council Resolution 2024-12-18-911

Moved by Councillor John Logel

Seconded by Deputy Warden Olena Hankivsky

"**Whereas** item 8.a from the December 3, 2024 Community Health Committee meeting was held by Council for separate discussion at this meeting, the item being 'Report 2024-156 'Long-term Care Staffing Challenges'; and

Now Therefore Be It Resolved That County Council adopt the following:

- **That** County Council receive the report for information, noting that County Council supports the recruitment strategies outlined within the report."

Carried

17. New Business - 2025 Budget

17.a Report 2024-164, Finance '2025 Budget' - Presentation

Matthew Nitsch, Director Finance / Treasurer

[Councillor Martin left the meeting at 11:23 a.m. until 11: 25 a.m.]

[Deputy Warden Hankivsky left the meeting at 12:25 p.m.]

Council Resolution 2024-12-18-912

Moved by Councillor Robert Crate

Seconded by Councillor John Logel

“**That** County Council receive Report 2024-164 ‘2025 Budget’ for information.”

Carried

17.b Follow-up from November 20, 2024 County Council Meeting

[Council recessed at 12:33 p.m. until 1:06 p.m.]

1. Report 2024-165, Public Works 'Delivery of Programs and Services for Road and Bridge Related Infrastructure Assets'

Denise Marshall, Director Public Works

Council Resolution 2024-12-18-913

Moved by Councillor John Logel

Seconded by Councillor Mandy Martin

“**That** County Council receive Report 2024-165 ‘Delivery of Programs and Services for Road and Bridge Related Infrastructure Assets’ for information.”

Carried

2. Report 2024-166, Public Works 'County Owned Bridge Assets Located on Member Municipality Right of Ways'

Denise Marshall, Director Public Works

Council Resolution 2024-12-18-914

Moved by Councillor Scott Jibb

Seconded by Councillor Mandy Martin

"That County Council receive Report 2024-166 'County Owned Bridge Assets Located on Member Municipality Right of Ways' for information."

Carried

3. Report 2024-167, CAO 'Budget 2025 - Municipal Restructuring Study'

Jennifer Moore, CAO

Council Resolution 2024-12-18-915

Moved by Councillor John Logel

Seconded by Councillor Mandy Martin

"That County Council receive Report 2024-167 'Budget 2025 - Municipal Restructuring Study' for information."

Carried

4. Report 2024-168, Corporate Services 'Compensation Freeze'

Lisa Ainsworth, Director Corporate Services

Council Resolution 2024-12-18-916

Moved by Councillor Scott Jibb

Seconded by Councillor John Logel

"That County Council receive Report 2024-168 'Compensation Freeze' for information."

Carried

5. Closed Session #1

Matters pertaining to personal matters about an identifiable individual, including municipal or local board employees and labour relations or employee negotiations (Hiring Freeze) (Item Going Direct to Council)

Municipal Act Sections 239.(2.b) and (2.d)

Council Resolution 2024-12-18-917

Moved by Councillor Robert Crate

Seconded by Councillor Scott Jibb

"**That** this Council proceed with the next portion of the meeting being closed to the public at 1:21 p.m.; and

Further That the meeting is closed to the public as permitted under the Municipal Act Sections 239.(2.b) and (2.d) in order to address matters pertaining to personal matters about an identifiable individual, including municipal or local board employees and labour relations or employee negotiations (Hiring Freeze), and that Jennifer Moore, Matthew Nitsch, Lisa Ainsworth, Darrell Mast, Kim O'Leary, Cheryl Sanders and Maddison Mather remain present."

Carried

6. Motion to Rise and Results from Closed Session #1

[Deputy Warden Hankivsky returned to the meeting in Closed Session at 1:25 p.m.]

[Deputy Warden Hankivsky left the meeting in Closed Session at 1:26 p.m. until 1:27 p.m.]

[Councillor Jibb left the meeting at 2:08 p.m. in Closed Session]

Matters pertaining to personal matters about an identifiable individual, including municipal or local board employees and labour relations or employee negotiations (Hiring Freeze)

Council Resolution 2024-12-18-918

Moved by Deputy Warden Olena Hankivsky

Seconded by Councillor John Logel

"**That** this Council rise at 2:14 p.m.; and

Further That the confidential resolution moved in Closed Session regarding matters pertaining to personal matters about an identifiable individual, including municipal or local board employees and labour relations or employee negotiations (Hiring Freeze), is hereby referred to this open session of Council for adoption."

Carried

17.c Deliberations

Matthew Nitsch, Director Finance / Treasurer

1. Review of Items Deferred by Council to 2025 Budget Deliberations

1. Golden Plough Lodge and Northumberland County Archives and Museum Additional Financing Requirements

Council Resolution 2024-12-18-919

Moved by Councillor Lucas Cleveland

Seconded by Deputy Warden Olena Hankivsky

(a) Main Motion

“**That** County Council, having considered the verbal update regarding the Golden Plough Lodge and Northumberland County Archives and Museum Additional Financing Requirements, approve taking the \$6 million that was earmarked for a Joint Operations Base to immediately pay down \$6 million of the \$16,596,025 for the additional GPL / NCAM financing requirements.”

Carried

Moved by Councillor Mandy Martin

Seconded by Deputy Warden Olena Hankivsky

(b) Main Motion

“**That** County Council, having considered the verbal update regarding the Golden Plough Lodge and Northumberland County Archives and Museum Additional Financing Requirements, authorize the use of County reserves to finance the additional project cost, anticipated to be approximately \$10,596,025, noting that Infrastructure Ontario permits municipalities to apply for a debenture retroactively for up to a period of 5 years, should Council decide to apply for a project debenture in the future.”

Council Resolution 2024-12-18-920

Moved by Councillor John Logel

Seconded by Deputy Warden Olena Hankivsky

(c) Lay on Table - Item 17.c [1.1(b)]

"That County Council lay the motion on the table."

Carried

Council Resolution 2024-12-18-921

Moved by Deputy Warden Olena Hankivsky

Seconded by Councillor Lucas Cleveland

(d) Motion to Reconsider - Item 17.c [1.1(a)]

"That County Council reconsider the motion."

Carried

Council Resolution 2024-12-18-922

Moved by Councillor Mandy Martin

Seconded by Councillor Lucas Cleveland

(e) Main Motion

That County Council, having considered the verbal update regarding the Golden Plough Lodge and Northumberland County Archives and Museum Additional Financing Requirements, approve taking the \$6.5 million that was earmarked for a Joint Operations Base to immediately pay down \$6.5 million of the \$16,596,025 for the additional GPL / NCAM financing requirements."

Carried

Council Resolution 2024-12-18-923

Moved by Deputy Warden Olena Hankivsky

Seconded by Councillor John Logel

(f) Bring Back from Table - Item 17.c [1.1(b)]

"That County Council take the motion from the table"

Carried

Council Resolution 2024-12-18-924

Moved by Councillor Mandy Martin

Seconded by Deputy Warden Olena Hankivsky

(g) Main Motion

"**That** County Council, having considered the verbal update regarding the Golden Plough Lodge and Northumberland County Archives and Museum Additional Financing Requirements, authorize the use of County reserves to finance the additional project cost, anticipated to be approximately **\$10,096,025**, noting that Infrastructure Ontario permits municipalities to apply for a debenture retroactively for up to a period of 5 years, should Council decide to apply for a project debenture in the future."

Carried

2. Art Gallery of Northumberland Funding Request

[Councillor Martin left the meeting at 2:40 p.m.]

Council Resolution 2024-12-18-925

Moved by Councillor Lucas Cleveland

Seconded by Deputy Warden Olena Hankivsky

"**Whereas** at the November 20, 2024 County Council meeting, Council deferred consideration of Item 5.a from the November 5, 2024 Finance & Audit Committee meeting, the item being 'Delegation - Art Gallery of Northumberland' and specifically Committee Resolution 2024-11-05-778, to the December 18, 2024 County Council meeting; and

Whereas the Northumberland Art Gallery plays a vital role in the cultural and educational landscape of Northumberland County, offering accessible artistic experiences, exhibitions, educational programs, and community engagement for all residents of the County; and

Whereas the gallery has demonstrated its positive impact on local economic development by attracting visitors, supporting local artists, and promoting tourism within Northumberland; and

Whereas the gallery is facing increasing costs due to inflation, rising operational costs, expansion needs, community demand for expanded programs, which affect its

ability to maintain high-quality programming and accessibility for all residents; and

Whereas investment in the arts has shown to increase community wellbeing, foster social cohesion, and contribute to overall quality of life; and

Whereas the Town of Cobourg Residents have been the sole funders of the Gallery for 60 years despite it serving the entirety of the Northumberland Art Community for all those years; and

Whereas the Gallery recently lost its ability to apply for trillium grants this year and had to reduce services, hours and forced the Director to make personal sacrifices in order to keep staff employed until this situation could be resolved; and

Whereas the Art Gallery of Northumberland has now made the request of the Cobourg tax base for an increase in operational funding to the amount of \$250,000, a \$100,000 increase over the previous year's budget;

Now Therefore Be It Resolved That Northumberland County Council approve the following:

1. Approve an increase in budget line item to help fund the Art Gallery of Northumberland for the fiscal year 2025 & 2026 in the amount of \$100,000 in each year to support operational needs, programming expansion, and capital improvements as all outlined in the gallery's funding request to Cobourg Council; and
2. This budget line item shall remain at \$100,000 for the next two budget cycles as Gallery operational funding to be transferred directly to Cobourg for distribution to the Gallery on sole condition that Cobourg Council continues to match its \$150,000 amount funding and/or exceed it for the next two years; and
3. Council direct staff to collaborate with the Northumberland Art Gallery on long-term funding strategies lasting beyond these initial two years and explore potential grants and partnerships to support sustainable financial growth for

the gallery in future years throughout the County of Northumberland;

Further Be It Resolved That this resolution be forwarded to Northumberland County's 7 Member Municipalities for information and the Honourable David Piccini (Minister of Labour, Immigration, Training and Skills Development and MPP for Northumberland-Peterborough South) to demonstrate how Cobourg and Northumberland County are able to find collaboration and compromise for the benefit of our shared communities and resources."

Carried

2. Review of Other Items

[Councillor Martin returned to the meeting at 2:47 p.m.]

1. Additional Levy Impact

- Funding for the County's Community Grant Program
- Municipal Restructuring Study

Council Resolution 2024-12-18-926

Moved by Councillor John Logel

Seconded by Councillor Robert Crate

“That County Council direct staff to send a letter to each of Northumberland County’s 7 Member Municipalities to determine interest in pursuing a municipal restructuring study, with a response deadline of March 3, 2025.”

Carried

2. Other (No Levy Impact)

[Council recessed at 2:48 p.m. until 3:02 p.m.]

[Councillor Cleveland and Councillor Martin did not return from the recess at 3:02 p.m.]

[Councillor Jibb returned to the meeting during the recess]

- County Owned Bridges

3. **Proposed Compensation Reductions**

[Councillor Cleveland and Councillor Martin returned to the meeting at 3:05 p.m.]

[Councillor Cleveland left at 3:50 p.m. and did not return]

[Deputy Warden Hankivsky left the meeting at 3:52 p.m. and returned at 3:54 p.m.]

Council Resolution 2024-12-18-927

Moved by Deputy Warden Olena Hankivsky

Seconded by Councillor Scott Jibb

“Whereas the By-law to ‘Provide for the Remuneration and Expenses of County Council Members’ delegates authority to the Treasurer to annually update the annual salaries of Members of Council as per the Consumer Price Index for Ontario on December 1st of each year; and

Now Therefore Be It Resolved That County Council approve a compensation freeze for Northumberland County Council Members, effective December 1, 2024 to November 30, 2025.”

Defeated

Council Resolution 2024-12-18-928

Moved by Councillor Lucas Cleveland

Seconded by Deputy Warden Olena Hankivsky

“That County Council approve a full hiring freeze effective as of December 18, 2024 for a period of three months for ALL positions; and

Further That County Council direct staff to bring forward a report to a future Special Council meeting, within that three month period, outlining options for how we are going to move forward as a Council to reduce staff numbers.”

Defeated

Council Resolution 2024-12-18-929

Moved by Deputy Warden Olena Hankivsky

Seconded by Councillor Mandy Martin

“**That** County Council direct staff to arrange for a Special County Council meeting in January, 2025 to discuss concrete steps for an organizational / service delivery / cost savings review including but not limited to all staff positions.”

Carried

3. Summary / Budget Deliberations

- Deliberation on presented options for reducing levy impact to 6.5% target

Council Resolution 2024-12-18-930

Moved by Councillor John Logel

Seconded by Councillor Robert Crate

“**That** County Council approve adding an additional interest revenue amount of \$250,000 for the 2025 budget.”

Carried

Council Resolution 2024-12-18-931

Moved by Councillor Robert Crate

Seconded by Deputy Warden Olena Hankivsky

“**That** County Council adopt a **6.12%** levy increase (after growth) for the 2025 budget.”

Carried

18. New Business (Continued)

18.a Report 2024-169, Corporate Services 'Appointment of Council Members to Standing Committees of Council'

Maddison Mather, Manager Legislative Services / Clerk

Council Resolution 2024-12-18-932

Moved by Councillor Scott Jibb

Seconded by Councillor Robert Crate

“**Whereas** Standing Committee appointments for the 2022-2026 term of Council occurred at the December 14, 2022 County Council meeting; and

Whereas Standing Committee assignments are generally for the full-term of Council, however changes to Committee membership may be required each year to reflect a change in Warden; and

Whereas at the December 13, 2023 County Council meeting, there were some changes in Committee membership to accommodate for the 2024 Warden;

Now Therefore Be It Resolved That County Council receive Report 2024-169 'Appointment of Council Members to Standing Committees of Council' for information, noting that no changes are required to Standing Committee assignments in 2025."

Carried

18.b Report 2024-170, Corporate Services 'Final 2025 Meeting Schedule - County Council and Standing Committee Meetings'

Maddison Mather, Manager Legislative Services / Clerk

Council Resolution 2024-12-18-933

Moved by Deputy Warden Olena Hankivsky

Seconded by Councillor John Logel

"That County Council, having considered Report 2024-170 'Final 2025 Meeting Schedule - County Council and Standing Committee Meetings', adopt the 2025 meeting schedule for County Council and Standing Committee meetings as presented; and

Further That County Council direct staff to circulate a copy of the 2025 meeting schedule to Northumberland County's 7 Member Municipalities and publish on the County's website."

Carried

18.c Communication from the Ministry of Municipal Affairs and Housing regarding 'Encampment Initiatives' - Presentation

Jennifer Moore, CAO

Glenn Dees, Director Health and Human Services

Council Resolution 2024-12-18-934

Moved by Councillor John Logel

Seconded by Councillor Robert Crate

“That County Council, having considered the staff presentation regarding a communication from the Ministry of Municipal Affairs and Housing regarding ‘Encampment Initiatives’, hereby pledge to use Provincial funding, including the additional top-up to the Canada-Ontario Housing Benefit (COHB) funding towards ending encampments in Northumberland County; and

Further That County Council direct staff to send a copy of this resolution to the Ministry of Municipal Affairs and Housing.”

Carried

Council Resolution 2024-12-18-935

Moved by Deputy Warden Olena Hankivsky

Seconded by Councillor Scott Jibb

“That County Council, having considered the staff presentation regarding a communication from the Ministry of Municipal Affairs and Housing regarding ‘Encampment Initiatives’, direct staff to send urgent correspondence to Northumberland County’s 7 Member Municipalities regarding available land in Member Municipalities that the County could utilize to expand emergency shelter capacity to provide accessible accommodations for individuals currently living in encampments, noting the January 3, 2025 deadline to submit a business case to the Province.”

Carried

19. Closed Session #2

- 19.a. Corporate Support Committee Meeting (December 3, 2024), Closed Session Item 4.a, Matters pertaining to labour relations or employee negotiation regarding 'Canadian Union of Public Employees (CUPE) 3725 - 2024 Bargaining (Community & Social Services)' (Item recommended by Standing Committee for Separate Discussion)**

Municipal Act Section 239.(2.d)

- 19.b Economic Development, Tourism and Land Use Planning Committee Meeting (December 4, 2024), Closed Session Item 4.a, Matters pertaining to 'confidential negotiations regarding broadband' (Item recommended by Standing Committee for Separate Discussion)**

Municipal Act Section 239.(2.k)

[Council recessed in Closed Session at 4:18 p.m. until 4:22 p.m.]

Council Resolution 2024-12-18-936

Moved by Councillor John Logel

Seconded by Councillor Robert Crate

"**That** this Council proceed with the next portion of the meeting being closed to the public at 4:17 p.m.; and

Further That the meeting is closed to the public as permitted under the Municipal Act Section 239.(2.d) in order to address matters pertaining to labour relations or employee negotiations regarding 'Canadian Union of Public Employees (CUPE) 3725 - 2024 Bargaining (Community & Social Services)', and that Jennifer Moore, Lisa Ainsworth, Glenn Dees, Maddison Mather and Cheryl Sanders remain present; and

Further That the meeting is closed to the public as permitted under the Municipal Act Section 239.(2.k) in order to address matters pertaining to confidential negotiations regarding broadband, and that Jennifer Moore, Dan Borowec, Dwayne Campbell, TJ Flynn, Maddison Mather and Cheryl Sanders remain present."

Carried

20. Motion to Rise and Results from Closed Session #2

20.a Closed Session Items from Standing Committees Requiring Separate Discussion

- 1. Corporate Support Committee Meeting (December 3, 2024), Closed Session Item 4.a, Matters pertaining to labour relations or employee negotiation regarding 'Canadian Union of Public Employees (CUPE) 3725 - 2024 Bargaining (Community & Social Services)'**

Council Resolution 2024-12-18-937

Moved by Deputy Warden Olena Hankivsky

Seconded by Councillor Scott Jibb

"**That** this Council rise at 4:57 p.m.; and

Further That the confidential resolution moved in Closed Session regarding matters pertaining to labour relations or employee negotiations regarding 'Canadian Union of Public Employees (CUPE) 3725 - 2024

Bargaining (Community & Social Services)', is hereby referred to this open session of Council for adoption."

Carried

- 2. Economic Development, Tourism and Land Use Planning Committee Meeting (December 4, 2024), Closed Session Item 4.a, Matters pertaining to 'confidential negotiations regarding broadband'**

Council Resolution 2024-12-18-938

Moved by Councillor Mandy Martin

Seconded by Councillor Scott Jibb

"**That** the confidential resolution moved in Closed Session regarding matters pertaining to confidential negotiations regarding broadband, is hereby referred to this open session of Council for adoption."

Carried

21. Enactment By-laws

- 21.a A By-law to Amend By-law 41-2023, being a By-law to Adopt the Estimates for General Purposes for the Municipal Corporation of the County of Northumberland for the Years 2024-2026, in order to Readopt the 2025 Budget**

Council Resolution 2024-12-18-939

Moved by Councillor Mandy Martin

Seconded by Councillor Robert Crate

"**That** By-law 46-2024 being A By-law to Amend By-law 41-2023, being a By-law to Adopt the Estimates for General Purposes for the Municipal Corporation of the County of Northumberland for the Years 2024-2026, in order to Re-adopt the 2025 Budget be introduced, deemed to be read a first, second and third time, passed, signed and sealed this 18th day of December, 2024."

Carried

22. Proclamations

N/A

23. Media Questions

24. Closed Session Business – Public Updates

N/A

25. Confirming By-law

25.a A By-law to confirm the proceedings of a meeting of County Council held on December 18, 2024

Council Resolution 2024-12-18-940

Moved by Deputy Warden Olena Hankivsky

Seconded by Councillor Scott Jibb

"**That** By-law 47-2024 being a By-law to confirm the proceedings of a meeting of County Council held on December 18, 2024 be introduced, be deemed to be read a first, second and third time, be passed, signed and sealed."

Carried

26. Adjournment

Council Resolution 2024-12-18-941

Moved by Councillor Robert Crate

Seconded by Deputy Warden Olena Hankivsky

"**That** Council adjourn at 5:01 p.m."

Carried

Brian Ostrander, Warden

Maddison Mather, Clerk

2025 Budget

Regular Council Meeting
December 18th, 2024

**Due to rounding, numbers presented may not add up precisely to the totals provided and percentages may not precisely reflect the absolute figures.*



Presentation Outline

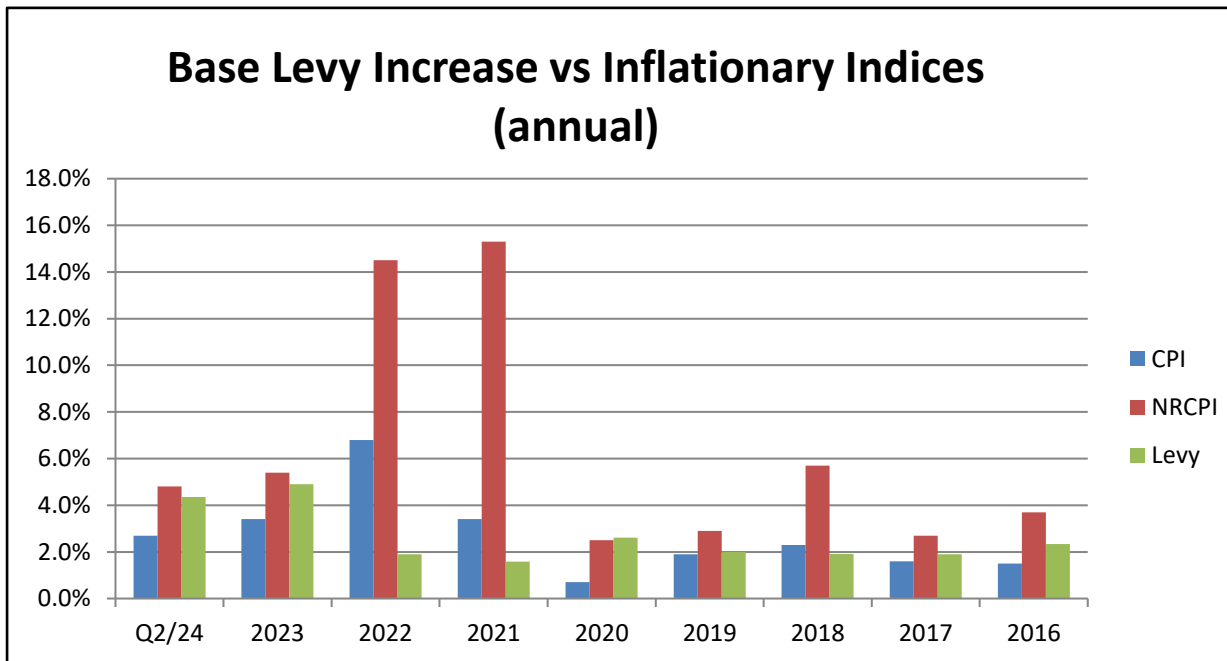


- Budget Considerations and Trends
 - Levy
 - Reserves
 - Debt
- Economic Outlook
- Revised 2025 Draft Budget
- Questions/Next Steps

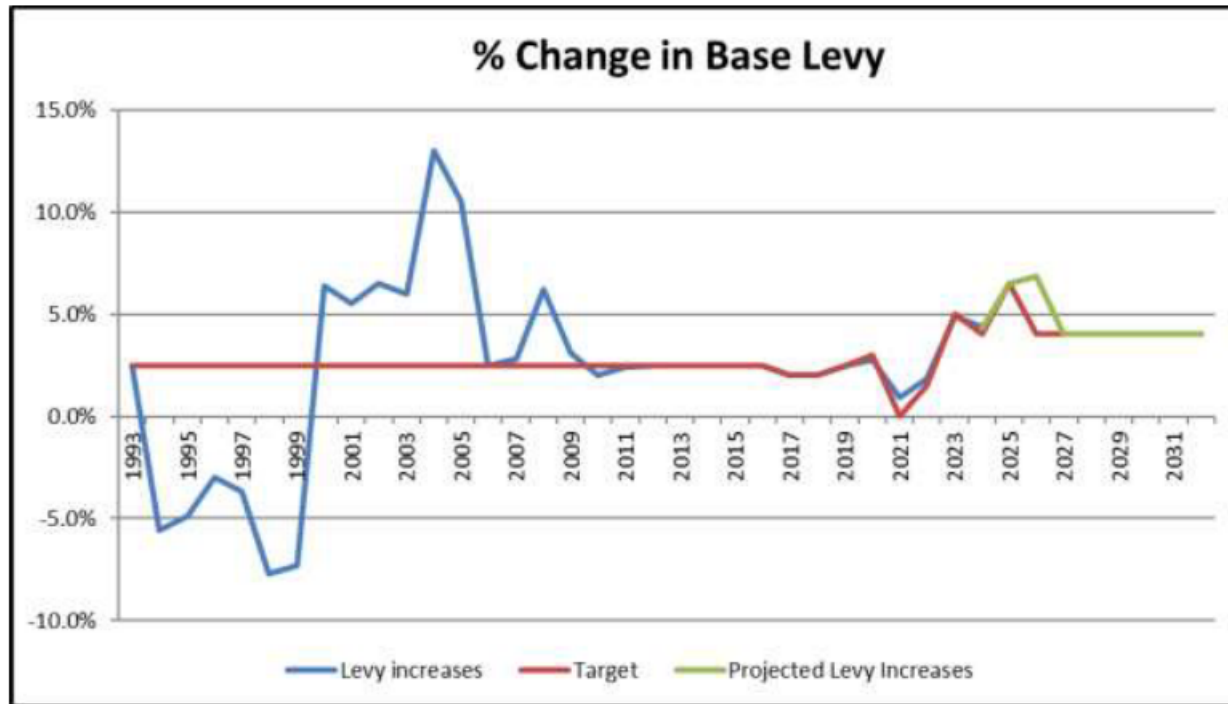
Budget Considerations - Levy



- Need to consider inflation (CPI and NRCPI)
 - Not keeping pace with overall inflationary pressures
 - Significant erosion of Operating and Capital Budgets 2021 & 2022
 - Risk of maintaining service levels
 - Compounds on Infrastructure Deficit
 - Cost escalations realized for Long-term Capital plan

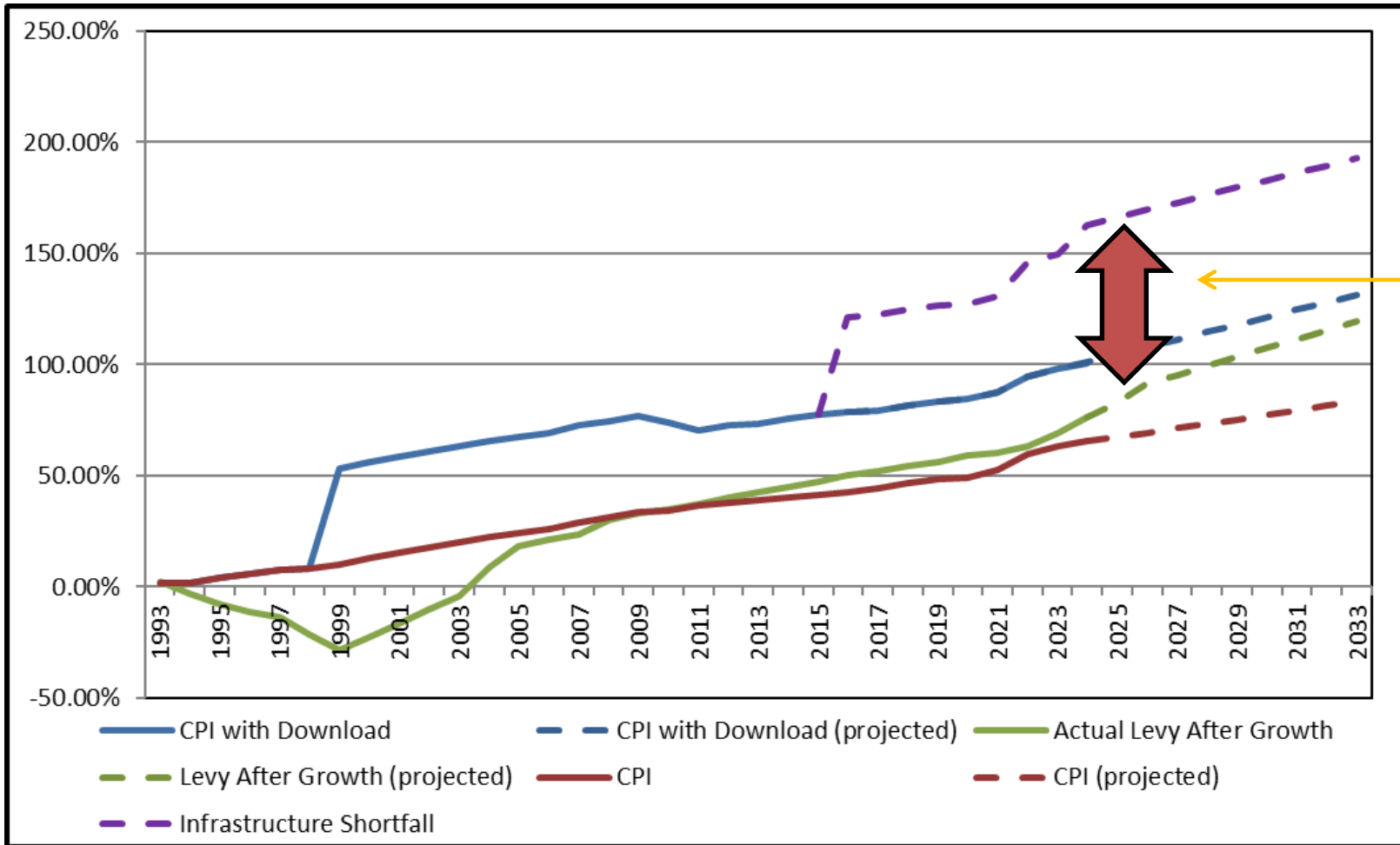


Budget Considerations - Levy



- Primarily stable levy increases since adopting LTFPF
- Recent levy increases below inflation causing pressure
- Not keeping pace with inflation risks return to erratic increases in future years
- Years of insufficient levy increases compound in long term plan as base moving forward in future years
- The draft 2025 budget levy increase (excluding the GPLNCAM debenture payment) is below inflation at 1.38%
 - This is expected to put pressure on service levels

Budget Considerations - Levy

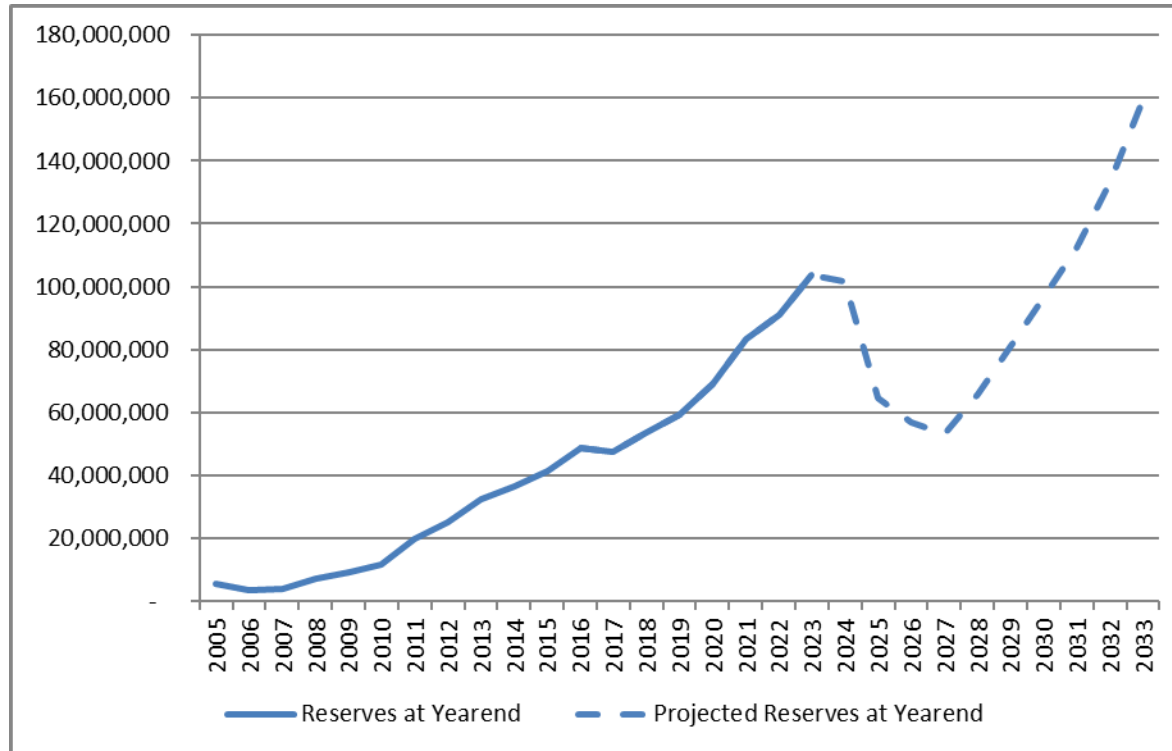


Current Funding Gap

Budget Considerations – Reserves



Forecasted Yearend Reserves

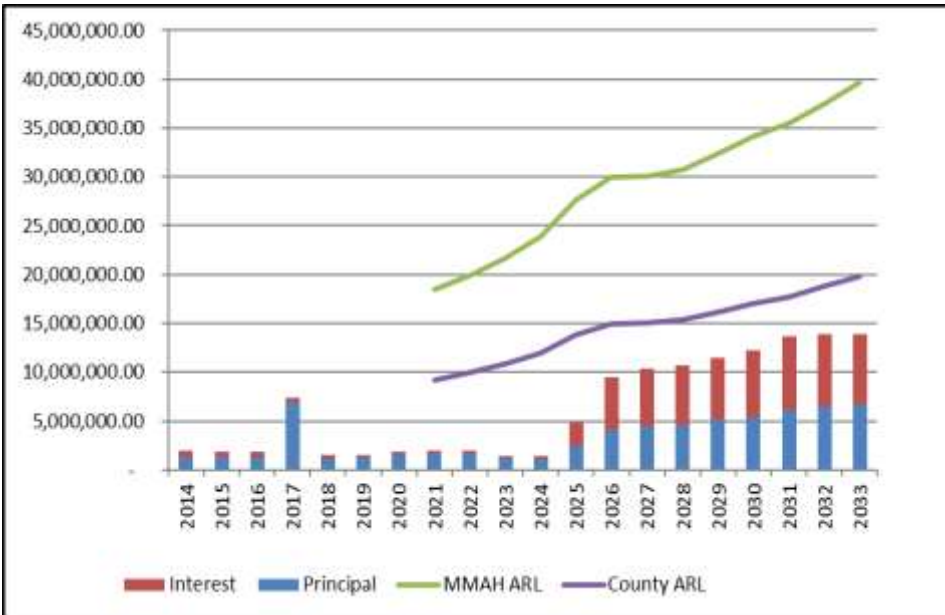


- Utilization over next 5-10 years for financing large projects and rate stabilization
- Projected reserve balance will be depleted in 2027 to less than that of comparator average before gaining ground again towards financing future needs
- Consistently building into operating budgets
- Contributions are aligned to priorities in AM Plan
- AM Plan, Master Plans identify significant future needs

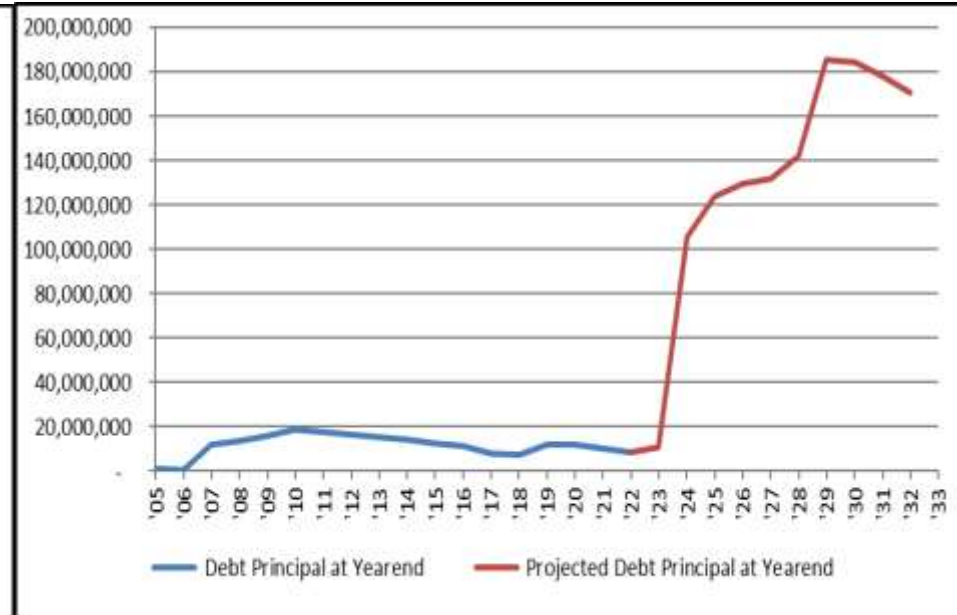
Budget Considerations – Debt



Debt Repayment Schedule



Forecasted Yearend Debt



- Currently well below forecasted MMAH Annual Repayment Limit (ARL)
- Encroaching on County ARL established under newly adopted Debt Policy
- Will require greater utilization of reserves in future models to limit debt servicing costs
- Will take on new debt in the next few years increasing debt utilization, higher interest rates
 - GPL/NCAM Redevelopment
 - Elgin Park Redevelopment and Ontario Street Project
 - Placeholders Social Housing Expansion Projects, Brighton Paramedic Base, Consolidated Operations Facility (JOB)

Economic Outlook



- Inflation has come down, but the County is still dealing with the effects of high inflation in 2022 to 2024.
 - 2.0% - CPI October 2024 (year over year)
 - 4.8% - NRCPI Q2 2024 (year over year)
- Looming tariff dispute with US poses a risk for procurement
- The Bank Of Canada overnight interest rate has been reduced five times in 2024 and is currently at 3.25%
- Long-term bond rates have remained flat but are forecasted to increase in 2025
- Household affordability remains a challenge for many after coming through a period of high inflation and interest rates

Revised 2025 Draft Budget - Background



Council Approved 2025 budget levy increase adopted on December 13, 2023 was calculated as follows:

	<u>Amount \$</u>	<u>Levy Impact %</u>
2024 Levy	\$74,097,987	
2025 Levy	<u>\$81,981,967</u>	
Increase	\$7,883,980	10.64%
Estimated Growth	<u>\$1,481,196</u>	2.0%
Levy Increase After Growth	<u>\$6,402,020</u>	8.65%

These numbers included a draw of \$500K from the rate stabilization reserve to partially offset the pressure from the initial GPLNCAM debenture payment

Revised 2025 Draft Budget – Background



The updated growth estimate for 2025 has the following impact on the levy increase (after growth)

Revised Growth Estimate	<u>\$1,170,748</u>	1.58%
Revised Levy Increase (after growth)	\$6,713,232	9.06%

Revised 2025 Draft Budget – New items



The following is a list of the new items that should be considered for inclusion in the 2025 budget following the multi-year budget policy requirements

	Amount \$	Levy Impact %	Notes
Public Works Issue Paper – Fire Radio System	\$100,000	0.13%	Approved
Public Works Issue Paper – Security System Improvements	\$162,500	0.22%	Closed Item
310 Division Shelter On-site Security	\$400,000	0.54%	Approved
310 Division Shelter ECE By-law Compliance costs	\$587,700	0.79%	Approved
Salaries and Benefits	\$205,000	0.28%	Update budget estimates to payroll actuals
GPL Construction Funding Subsidy	\$647,411	0.91%	Change due to update schedule
GPL Level of Care Basic Premium	\$78,840	0.11%	Change due to update schedule
GPLNCAM Debenture change to 20-year term	\$428,667	0.58%	Recommended by Finance and Audit Committee
TOTAL	\$2,637,118	3.56%	

Revised 2025 Draft Budget – New items



- The total of all new items would increase the levy requirement by \$2,637,118 or 3.56%. This would result in an increase of **\$9,350,349 or 12.62%** after growth.
- It should be noted that no levy funding has been allocated to the treatment bed program that was piloted in 2024. The program continues in the draft budget but is being funded by the \$217,000 carryover from 2024.

Revised 2025 Draft Budget



The following is a list of savings and other adjustments (recommended by staff) that will reduce the levy requirement in 2025 to 6.32%

	Amount \$	Levy Impact %	Notes
Issue Papers			
GPL Env Services Reserve Strategy IP	\$217,500	0.29%	Reduction to the minimum requirement
GPL Life Enrichment Staffing IP	\$26,970	0.04%	Reduce because of revised schedule
GPL Dietary Services Staffing IP	\$28,945	0.04%	Reduce because of revised schedule
BECN and Tourism Tech Reserves IP (2)	\$20,000	0.03%	Postpone
Waste – Lumber and Shingle Diversion Program IP	\$250,000	0.34%	Postpone
Natural Heritage Weather Event and Land Acquisition Reserves IP (2)	\$20,000	0.03%	Postpone
Natural Heritage Truck Replacement IP	\$60,400	0.08%	Postpone
Legal/Legislative Services Assistant	\$84,058	0.11%	Postpone
Made in Northumberland Rent Supp IP	\$52,000	0.07%	Postpone
Information Management Strategy IP	\$50,000	0.07%	Postpone

Revised 2025 Draft Budget



	Amount \$	Levy Impact %	Notes
Other items			
Dedicated Infrastructure Levy Increase	\$740,980	1.0%	Postpone Increase
Dedicated Housing Levy Increase	\$740,980	1.0%	Postpone Increase
Increased Waste Revenue (bag tags and tipping fees)	\$200,000	0.27%	Adjusting for increased activity (no price increases)
HSEP External Services Savings	\$13,500	0.02%	
Interest Revenue	\$250,000	0.34%	Adjust to be more in line with actuals
Reduce Transportation Base Levy by OCIF increase	\$625,351	0.84%	OCIF Funding was higher than anticipated
473 Ontario Street Construction Financing Interest	\$470,468	0.63%	Levy requirement shifts due to updated schedule
Elgin St Phase One Debt Servicing	\$75,724	0.10%	Debenture was less than budgeted
Waste Collection Contract Indexing	\$250,000	0.34%	Budgeted for increase but indexing reduced contract costs
Transportation Construction – County Road 31	\$492,000	0.66%	Postpone project
Total	\$4,668,876	6.30%	

Revised 2025 Draft Budget



- If all of the items above are adjusted to reduce the levy increase in 2025, the adjusted levy increase (after growth) will be **\$4,681,474 or 6.32%**.
- This is 0.18% below the target of 6.5% established by Council.
- The following items have also been adjusted in the revised 2025 budget but do not have an impact on the levy – except for the change in the 473 Ontario Street project noted above.
 - GPLNCAM Redevelopment Project
 - GPL Operating Costs – after move into new building
 - 473 Ontario Street Housing Project
 - Brighton Emergency Services Base
 - Internal Chargebacks (Will need to be adjusted if council makes any other changes to the 2025 draft budget)

Revised 2025 Draft Budget



Addition items to be considered by council are:

- Salary Freeze – Council and Directors
- Hiring Freeze
- Items Referred to budget deliberations
 - Finance and Audit Committee recommendation to provide \$100,000 funding to the Art Gallery of Northumberland
 - Finance and Audit Committee referral of Report 2024-158 GPLNCAM Redevelopment Project Financing to budget deliberations
 - Update From Treasurer
- Allocation of Funds to Community Grant Program for 2025
- Municipal Restructuring Study

The additional items above are NOT included in the revised 2025 draft budget (6.32% increase). Any changes will impact the total levy increase.

Revised 2025 Draft Budget (Cash)



Draft Cash Budget Summary

Operating expenses	\$147.3M
Capital	\$80.6M
Debt Principal Repayment	\$2.4M
Change in Reserves	<u>(\$31.2M)</u>
	\$199.1M
Grants & Subsidies	\$65.4M
Other Non-levy Revenue	\$34.1M
Debt/Construction Financing	<u>\$19.6M</u>
Levy	\$80.0M

Revised 2025 Draft Budget (Accrual)



Draft Accrual Budget Summary

Cash based budget	\$199.1M
Less:	
Debt Principal Repayment	\$2.4M
Capital Purchases	\$80.6M
Debt/Construction Financing	\$19.6M
Add:	
Amortization	\$9.8M
Future Employee Benefits	\$0.4M
Landfill Post-Closure Liability	<u>\$0.6M</u>
Accrual based budget	\$107.3M

Tax Rate Impacts



Estimated Residential Tax Rate



2024

$$.005612210 \times \$265,000^* = \mathbf{\$1,487}$$

2025

$$.005962024 \times \$265,000 = \mathbf{\$1,580}$$

Increase for the average home would be \$93

- Average home value represents MPAC Current Value Assessment (CVA) data
 - CVA is used for annual property tax billing calculations (not market values)
 - CVA represents valuation dates of January 1, 2016
 - MPAC assessment update has been postponed again (typically all properties updated on 4-year cycle). Property assessments for the 2025 property tax years will continue to be based on January 1, 2016 CVA.

* Median home value in Northumberland County per MPAC based on single family detached home.

The analysis above is based on preliminary assessment roll and 2024 existing tax policy which are subject to change.

Next Steps



December 18 – Review of information requested by council at the November 20 council meeting



December 18 - Consideration for Budget approval at regular Council meeting



Begin implementing immediately upon approval. Tax rates/ratios to be approved April/May



Ministry Municipal Affairs and Housing Encampment Initiatives

Jennifer Moore, CAO
Glenn Dees, Director Health and Human Services

December 18, 2024

MMAH Encampment Initiatives

- ▶ Email received from MMAH Saturday December 14th with letter from Minister Paul Calandra

- ▶ Letter highlights initiatives to
 - ▶ Protect community safety
 - ▶ Support those living in encampments with funding opportunities

- ▶ Legislative Changes
 - ▶ Proposed amendments to the Trespass to Property Act
 - ▶ Proposed new Restricting Public Consumption of Illegal Substances Act, 2024

- ▶ Funding to support those living in encampments
 - ▶ Homelessness prevention
 - ▶ Access to alternative accommodation
 - ▶ Temporary accommodations
 - ▶ Long-term affordable housing

MMAH Funding Initiatives

- ▶ Intent of funding initiatives
 - ▶ Tied to clearing out encampments
 - ▶ Provide funding to municipalities that demonstrate their commitment to and show results in winding down encampment sites

- ▶ Requirements for consideration of all funding initiatives
 - ▶ MMAH must receive a written pledge form the local Service Manager to use the funds towards ending encampments
 - ▶ All funding proposals to be forwarded by Service Manager to MMAH

- ▶ Funding initiatives
 - ▶ Additional funding under Canada-Ontario Housing Benefit (COHB) (\$5.5M)
 - ▶ Encampment Response Initiative (\$20M)
 - ▶ Last Mile Funding Initiative (\$50M)

COHB Funding

- ▶ Monthly portable housing benefit program that assists eligible households with their housing costs
 - ▶ Pays the difference between 30 per cent of the household's income and the average market rent in the area
 - ▶ Recipients of social assistance, COHB pays the difference between the shelter allowance and the household's rent and utilities costs
 - ▶ Program is administered by the Province

- ▶ Updated 2024-25 Allocation

Initial Funding	Additional Funding	Total Funding
\$173,100	\$55,100	\$228,200

COHB Funding

- ▶ Requirements for top-up COHB Funding
 - ▶ Targeted to individuals in shelter system such that space can be freed-up to address immediate shelter needs for individuals in encampments
 - ▶ Written pledge from Service Manager
 - ▶ Submission of Take-up Plan to MMAH by Dec. 27th

- ▶ MMAH anticipates will support County for ‘approximately’ 10 individuals from shelters in longer-term housing

- ▶ All conditions of funding outlined in COHB Program Guidelines apply

Encampment Response Funding

- ▶ Supports urgent expansion of shelter capacity
 - ▶ Creation of additional alternative emergency accommodations expanding shelter capacity for individuals living in encampments
 - ▶ Temporary structures such as tiny cabins and sprung structures
 - ▶ May also be used for operations of these shelters and remediation of encampment sites up to March 31, 2025

- ▶ Application requirements for Encampment Response Funding
 - ▶ Written pledge from Service Manager
 - ▶ Business case submission in Ministry-prescribed template
 - ▶ As part of the business case, Service Managers will also be required to provide an estimate of the existing number of unique encampment sites, addresses and the encampment residents within them
 - ▶ Submission of business case by January 3, 2025

Encampment Response Funding

- ▶ Proposals evaluated based on criteria in business case template and should include
 - ▶ Demonstrated capacity to expand temporary shelter availability
 - ▶ Provide for alternative accommodations quickly through temporary sprung structures, tiny homes, etc.
 - ▶ Clear implementation strategy including partnerships with grassroots level agencies
 - ▶ Plans for encampment site restoration efforts, where applicable

- ▶ Monthly updated reporting required
 - ▶ Number of encampments and residents
 - ▶ Number of residents moved from encampments to shelter and housing

Encampment Response Funding

- ▶ County does not currently have any suitable properties that could be used based primarily on space and/or proximity to services

- ▶ Propose issuance of expression of interest to member municipalities for suitable land considering
 - ▶ Ownership status
 - ▶ Size of property
 - ▶ Site access
 - ▶ Available site servicing
 - ▶ Site plan approval
 - ▶ Proximity to amenities/services such as shops, services, medical, community facilities, etc.
 - ▶ Ability to provide sufficient supports while permanent affordable housing solutions are being pursued

Encampment Response Funding

- ▶ **Ineligible costs**
 - ▶ Operating costs after March 31, 2025
 - ▶ Beds provided in hotels/motels and vouchers for hotels/motels

- ▶ **310 Division Street shelter opening**
 - ▶ Increases current capacity for people experiencing homelessness
 - ▶ Purpose-built shelter
 - ▶ Cost-efficient and responsive to the needs of people experiencing homelessness
 - ▶ Centralized support

- ▶ **Brookside encampment dissolved**

Last Mile Funding

- ▶ Supports housing projects in advanced stages of construction whereby funding could result in faster completion

- ▶ Application requirements for Last Mile Funding
 - ▶ Written pledge from Service Manager
 - ▶ Business case submission in Ministry-prescribed template
 - ▶ Submission of business case(s) by January 10, 2025

- ▶ Proposals must be
 - ▶ Commitment-ready
 - ▶ Ability to sign a contribution agreement within the fiscal year (Mar. 31, 2025)
 - ▶ Shovel-ready
 - ▶ Construction to commence within 120 days of signing the contribution agreement
 - ▶ Demonstrate value for money
 - ▶ Align with current Canada-Ontario Community Housing Initiative (COCHI) guidelines

Last Mile Funding

- ▶ County does not currently have any suitable developments that could be used based on project timelines

- ▶ 473 Ontario Street Status
 - ▶ Archaeological Study and Indigenous Communities Engagement underway
 - ▶ Geotechnical study and railway implications underway
 - ▶ Tree removal and preservation efforts are on hold pending direction from the archaeological consultant and the Ministry's recommendations
 - ▶ Proceeding with design

- ▶ 123 King Street Colborne Status
 - ▶ Zoning bylaw amendment application submitted targeting site intensification up to 40 units
 - ▶ Draft RFP for consulting services underway
 - ▶ Drafting RFP for Construction

- ▶ Elgin Park Redevelopment Status
 - ▶ Anticipate construction completion summer 2025

Questions

If you require this information in an alternate format, please contact the Accessibility Coordinator at accessibility@northumberland.ca or 1-800-354-7050 ext. 2327



By-law 46-2024

A By-law to Amend By-law 41-2023, being a By-law to Adopt the Estimates for General Purposes for the Municipal Corporation of the County of Northumberland for the Years 2024-2026, in order to Readopt the 2025 Budget

Whereas Subsection 291 (1) of the *Municipal Act, 2021, SO 2001 C.25 (the "Municipal Act")* provides that a municipality may prepare and adopt a budget covering a period of two to five years in the first year to which the budget applies or in the year immediately preceding the first year to which the budget applies; and

Whereas on December 14, 2023, Northumberland County Council approved a three-year budget, spanning 2024 through 2026; and

Whereas Subsection 291 (4) of the *Municipal Act* provides that for the second and each subsequent year to which a multi-year budget applies, the municipality shall, in the year or the immediately preceding year,

- (a) review the budget for that year;
- (b) make such changes as are required for the purpose of making the provisions of the budget for that year comply with the requirements of section 289, except clause 289 (4) (b), or section 290, except clause 290 (4) (b), as the case may be; and
- (c) readopt the budget for that year and for subsequent years to which the budget applies;

Now Therefore Be It Enacted as a by-law of the Council of the Corporation of the County of Northumberland as follows:

1. **That** By-law 41-2023 be amended by replacing the total expenditure amount for the year 2024 listed in enactment clause one of By-law 41-2023 with the amount of \$224,732,697;

If you require this information in an alternate format, please contact the Accessibility Coordinator at accessibility@northumberland.ca or 1-800-354-7050 ext. 2327

2. **That** By-law 41-2023 be amended by replacing the total revenues amount for the year 2024 listed in enactment clause two of By-law 41-2023 with the amount of \$224,732,697;
3. **That** By-law 41-2023 be amended by replacing the total expenditures amount for the year 2025 listed in enactment clause four of By-law 41-2023 with the amount of \$235,104,611;
4. **That** By-law 41-2023 be amended by replacing the total revenues amount for the year 2025 listed in enactment clause five of By-law 41-2023 with the amount of \$235,104,611; and
5. **That** By-law 41- 2023 be amended by replacing Schedule "B" to that By-law with Schedule "A" to this By-law 46-2024.

That By-law 46-2024 be introduced and be deemed to be read a first, second and third time, passed, signed and sealed this 18th day of December, 2024.



Brian Ostrander , Warden



Maddison Mather, Clerk



If you require this information in an alternate format, please contact the Accessibility Coordinator at accessibility@northumberland.ca or 1-800-354-7050 ext. 2327

Schedule “A” to By-law 46-2024

Revenues

Taxation	\$ 79,800,209
Grants & Subsidies	65,443,066
County Revenue	34,317,203
Transfers from Reserves	42,420,938
Long Term Debt	<u>13,123,195</u>
Total Revenues	\$235,104,611

Expenditures

Operating Expenses	\$149,864,464
Capital Expenditures	74,086,004
Transfers to Reserves	<u>11,154,143</u>
Total Expenditures	\$235,104,611

2025 Budget Analysis

	\$	% of Levy	Note
2024 Approved Levy	74,097,987		
2025 Levy adopted in multi-year budget	81,981,967		
	7,883,980	10.64%	
Budgeted Growth	1,481,960	2.00%	
Original 2025 Levy Increase	6,402,020	8.64%	
Adjusted Growth Estimate	1,170,748	1.58%	
Adjusted Levy Increase after Growth	6,713,232	9.06%	
NEW ITEMS			
Public Works Issue Paper – Fire Radio System	100,00	0.13%	Approved
Public Works Issue Paper – Security System Improvements	162,50	0.22%	Closed Item
310 Division Shelter On-site Security	400,00	0.54%	Approved
310 Division Shelter ECE By-law Compliance costs	587,70	0.79%	Approved
Salaries and Benefits	205,00	0.28%	Update budget estimates to payroll actuals
GPL Construction Funding Subsidy	674,41	0.91%	Change due to updated schedule
GPL Level of Care Basic Premium	78,80	0.11%	Change due to updated schedule
GPLNCAM Debenture change to 20-year term	428,67	0.58%	Recommended by Finance and Audit Committee
Art Gallery Northumberland	100,00	0.13%	Approved 18-Dec-24
	2,737,18	3.69%	
Levy Increase with Proposed New Items (after growth)	9,450,39	12.75%	
PROPOSED ADJUSTMENTS/SAVINGS			
<u>Issue Papers</u>			
GPL Env Services Reserve Strategy	217,500	0.29%	Reduction to the minimum requirement
GPL Life Enrichment Staffing	26,970	0.04%	Revised schedule
GPL Dietary Services Staffing	28,945	0.04%	Revised schedule
BECN and Tourism Tech Reserves (2)	20,000	0.03%	Postpone
Waste – Lumber and Shingle Diversion Program	250,000	0.34%	Postpone
Natural Heritage Weather Event and Land Acquisition Reserves (2)	20,000	0.03%	Postpone
Natural Heritage Truck Replacement	60,400	0.08%	Postpone
Legal/Legislative Services Assistant	84,058	0.11%	Postpone
Made in Northumberland Rent Supp	52,000	0.07%	Postpone
Information Management Strategy	50,000	0.07%	Postpone
<u>Other Items</u>			
Dedicated Infrastructure Levy Increase	740,980	1.00%	Postpone Increase
Dedicated Housing Levy Increase	740,980	1.00%	Postpone Increase
Increased Waste Revenue (bag tags and tipping fees)	200,000	0.27%	Adjusting for increased activity (no price increases)
HSEP External Services Savings	13,500	0.02%	
Interest Revenue	500,000	0.67%	Additional \$250K on top on original \$250K recommendation 18-Dec-24
Reduce Transportation Base Levy by OCIF increase	625,351	0.84%	OCIF Funding was higher than anticipated
473 Ontario Street Construction Financing Interest	470,468	0.63%	Levy requirement shifts due to updated schedule
Elgin St Phase One Debt Servicing	75,724	0.10%	Debenture was less than budgeted
Waste Collection Contract Indexing	250,000	0.34%	Budgeted for increase but indexing reduced contract costs
Transportation Construction – County Road 31	492,000	0.66%	Postpone project
	4,918,876	6.64%	
Levy Increase with Adjustments (after growth)	4,531,44	6.12%	
COUNCIL APPROVED - NO LEVY IMPACT			
Redirect tsf from reserve from Joint Operations Build to GPLNCAM overage	6,500,00		Additional \$10M from reserves

County Standing Committees' Recommendations to Council
County Council Meeting January 22, 2025

Community Health Committee – January 7, 2025

Meeting was cancelled. Next meeting scheduled for February 4, 2025 at 9:00 a.m.

County Standing Committees' Recommendations to Council
County Council Meeting January 22, 2025

Corporate Support Committee – January 7, 2025

Meeting was cancelled. Next meeting scheduled for February 4, 2025 at 2:00 p.m.

County Standing Committees' Recommendations to Council
County Council Meeting January 22, 2025

Economic Development, Tourism, and Land Use Planning – January 8, 2025			
Committee Item	Business or Report # & Title	Open / Closed	Committee Recommendations to Council (summarized)
5.a	<p>Delegation, Report 2025-010 'Recommended Modifications to Official Plan Amendment No. 1 – Natural Heritage System'</p> <ul style="list-style-type: none"> • Alexandra Haasen, Sifton Properties Limited • Emma West, Landlab 	Open	<p>- Verbal delegations only – no Committee recommendation to Council</p> <p><i>[Delegation attachments submitted by Emma West, Landlab have been attached to the meeting minutes, as they were not received within the agenda submission deadline]</i></p>
8.a	Report 2025-010 'Recommended Modifications to Official Plan Amendment No. 1 – Natural Heritage System' - Presentation	Open	<p>- Endorse the recommended modifications in the report and supplemental memo to align with the new Provincial Planning Statement, 2024, and additional community consultations.</p> <p>- Direct staff to respectfully request the Minister of Municipal Affairs and Housing to modify and approve Official Plan Amendment No. 1 in substantially the form as endorsed, noting that the spatial extent of the Northumberland Natural Heritage System is not recommended to change</p>
8.b	Report 2025-011 'Business and Entrepreneurship Centre Northumberland (BECN) 2024 Program Update'	Open	- Receive for information
8.c	Report 2025-012 'New Ontario Building Code - Plumbing and Sewage System Changes'	Open	- Receive for information
8.d	Report 2025-013 'Brighton Official Plan Amendment No. 13 - 207 Middle Ridge Road, Brighton'	Open	<p>- Approve Brighton Official Plan Amendment No. 13</p> <p>- Direct staff to provide a decision notice to the Municipality of Brighton and all prescribed persons in accordance with the Planning Act</p>

County Standing Committees' Recommendations to Council
County Council Meeting January 22, 2025

Economic Development, Tourism, and Land Use Planning – January 8, 2025 <i>(Continued)</i>			
Committee Item	Business or Report # & Title	Open / Closed	Committee Recommendations to Council (summarized)
Any Closed Session Committee Items / Recommendations held by Members for separate discussion, or recommended by Committee for separate discussion will be considered in Closed Session.			
Closed	N/A	Closed	N/A

County Standing Committees' Recommendations to Council
County Council Meeting January 22, 2025

Finance & Audit Committee – January 7, 2025

Meeting was cancelled. Next meeting scheduled for February 4, 2025 at 11:00 a.m.

County Standing Committees' Recommendations to Council
County Council Meeting January 22, 2025

Public Works – January 6, 2025			
Committee Item	Business or Report # & Title	Open / Closed	Committee Recommendations to Council (summarized)
5.a	Delegation, Blue Dot Northumberland and Community Power Northumberland 'Corporate Greenhouse Gas Emissions Reduction Plan'	Open	- Receive the correspondence for information
7.a	Correspondence, 'Establishment of an Ontario Rural Road Safety Program' <ul style="list-style-type: none"> • County of Lambton • Municipality of Tweed • Township of Val Rita-Harty 	Open	- Receive for information
7.b	Correspondence, Municipality of St. Charles 'Deposit Return Program'	Open	- Support this correspondence - Direct staff to send a copy of this resolution to the Honourable Andrea Khanjin (Minister of Environment, Conservation and Parks), the Honourable Peter Bethlenfalvy (Minister of Finance), the Honourable David Piccini (Minister of Labour, Immigration, Training and Skills Development and MPP for Northumberland Peterborough-South), the Association of Municipalities of Ontario (AMO); and all Ontario Municipalities
8.a	Report 2025-001 'Corporate Greenhouse Gas Emissions Reduction Plan' - Presentation	Open	- Adopt the Corporate Greenhouse Gas Emissions Reduction Plan - Adopt a corporate greenhouse gas emissions reduction target of 65% below 2005 levels by 2030, and net zero by 2050

County Standing Committees' Recommendations to Council
County Council Meeting January 22, 2025

Public Works – January 6, 2025 (Continued)			
Committee Item	Business or Report # & Title	Open / Closed	Committee Recommendations to Council (summarized)
8.b	Report 2025-002 'Defer Replacement of Structure No. 045111 on County Road 45 from 2025 to a Future Year and Reallocate Budget for Rehabilitation of Trent River Bridge on County Road 30 (near Peterborough County Boundary)'	Open	<ul style="list-style-type: none"> - Authorize staff to defer the replacement of Structure No. 045111 located on County Road 45 immediately south of County Road 22 from 2025 to a future year - Authorize staff to use the 2025 construction budget allocated for the replacement of Structure No. 045111 to complete emergency rehabilitation of the Trent River Bridge located on County Road 30 immediately south of County Road 42, and approve any savings realized at the project completion relative to the estimated total project cost of \$1,119,781 remaining in the 2025 budget to be used for other bridge construction projects
8.c	Report 2025-003 'Northumberland Radio Tower Project Update'	Open	- Receive for information
Any Closed Session Committee Items / Recommendations held by Members for separate discussion, or recommended by Committee for separate discussion will be considered in Closed Session.			
Closed	Item considered in Closed Session, as permitted under the Municipal Act Sections 239.(2.c) and (2.f) in order to address matters pertaining to a proposed or pending acquisition or disposition of land by Northumberland County and advice that is subject to solicitor-client privilege, including communications necessary for that purpose (Public Works)	Closed	- Adopt the confidential resolution moved in Closed Session regarding matters pertaining to a proposed or pending acquisition or disposition of land by Northumberland County and advice that is subject to solicitor-client privilege, including communications necessary for that purpose (Public Works).

County Standing Committees' Recommendations to Council
County Council Meeting January 22, 2025

Social Services – January 8, 2024			
Committee Item	Business or Report # & Title	Open / Closed	Committee Recommendations to Council (summarized)
7.a	Correspondence, Municipality of Port Hope 'Development of a County-Led Encampment Management Plan'	Open	- Receive for information - Identify this item for separate discussion at the January 22, 2025 County Council meeting
8.a	Report 2025-004 'Canada-Wide Early Learning and Child Care Expansion Plan December 2024 Update'	Open	- Receive for information
8.b	Report 2025-005 'Community Identification and Wellness Clinic'	Open	- Receive for Information
8.c	Report 2025-006 '310 Division Street, Cobourg Update'	Open	- Receive for Information
8.d	Report 2025-007 '310 Division Street, Cobourg Community Liaison Committee (CLC) Update' - Presentation	Open	- Receive for Information
9.a	Northumberland County Housing Corporation - Meeting Minutes	Open	- Receive for Information
9.b	10 Chapel Street, Cobourg	Open	- Verbal discussion only – no Committee recommendation to Council
Any Closed Session Committee Items / Recommendations held by Members for separate discussion, or recommended by Committee for separate discussion will be considered in Closed Session.			
Closed	Closed Session Northumberland County Housing Corporation Meeting Minutes	Closed	- Receive for information

County Standing Committees' Recommendations to Council
County Council Meeting January 22, 2025

Social Services – January 8, 2024

(Continued)

Any Closed Session Committee Items / Recommendations held by Members for separate discussion, or recommended by Committee for separate discussion will be considered in Closed Session.

Closed	Item considered in Closed Session, as permitted under the Municipal Act Sections 239.(2.b) and (2.k) in order to address two matters pertaining to personal matters about an identifiable individual, including municipal or local board employees and confidential negotiations (Community & Social Services - Capital Grant Program)	Closed	<ul style="list-style-type: none"> - Adopt the confidential resolution moved in Closed Session regarding a matter pertaining to personal matters about an identifiable individual, including municipal or local board employees and confidential negotiations (Community & Social Services - Capital Grant Program). <p>[Closed Session item 5.b was not deliberated on by Committee. This item has been added to the January 22, 2025 County Council Closed Session agenda]</p>
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**The Corporation of the County of Northumberland
Economic Development, Tourism and Planning Committee
Minutes**

**January 8, 2025, 1:00 p.m.
Council Chambers
555 Courthouse Road, Cobourg, ON K9A 5J6
Hybrid Meeting (In-Person and Virtual)**

Members Present: Chair Mandy Martin
Warden Brian Ostrander

Members Regrets: Councillor Robert Crate

1. Notices

1.a Accessible Format

If you require this information in an alternate format, please contact the Accessibility Coordinator at accessibility@northumberland.ca or 1-800-354-7050 ext. 2327.

1.b Meeting Format

This Committee Meeting was held using a hybrid meeting model. The public were invited to attend in-person in Council Chambers, view the meeting via the live stream, or join online or by phone using Zoom Conference Technology.

2. Call to Order

2.a Territorial Land Acknowledgement

3. Approval of the Agenda

Committee Resolution 2025-01-08-026

Moved by Warden Brian Ostrander

Seconded by Chair Mandy Martin

"**That** the agenda for the January 8, 2025 Economic Development, Tourism, and Land Use Planning Committee be approved."

Carried

4. Disclosures of Interest

- No disclosures

5. Delegations

5.a Delegation, Report 2025-010 'Recommended Modifications to Official Plan Amendment No. 1 – Natural Heritage System'

- Alexandra Haasen, Sifton Properties Limited
- Emma West, Landlab

Committee Resolution 2025-01-08-027

Moved by Warden Brian Ostrander

Seconded by Chair Mandy Martin

"**That** the verbal delegation from Alexandra Haasen (Sifton Properties Limited) regarding Report 2025-010 'Recommended Modifications to Official Plan Amendment No. 1 – Natural Heritage System' be received for information."

Carried

Committee Resolution 2025-01-08-028

Moved by Warden Brian Ostrander

Seconded by Chair Mandy Martin

"**That** the verbal delegation from Emma West (LandLab Inc.) regarding Report 2025-010 'Recommended Modifications to Official Plan Amendment No. 1 – Natural Heritage System' be received for information."

Carried

6. Business Arising from Last Meeting

N/A

7. Communications

N/A

8. Staff Reports

8.a Report 2025-010 'Recommended Modifications to Official Plan Amendment No. 1 – Natural Heritage System' - Presentation

Dwayne Campbell, Director of Economic Development and Planning
Nick McDonald, President, Meridian Planning Consultant

[Attachment #4 'Supplemental Memo' was added to the agenda prior to the meeting]

Committee Resolution 2025-01-08-029

Moved by Warden Brian Ostrander

Seconded by Chair Mandy Martin

“**That** the Economic Development, Tourism and Land Use Planning Committee, having considered Report 2025-010 ‘Recommended Modifications to Official Plan Amendment No. 1 – Natural Heritage System (OPA1-NHS)’, and supplemental memo prepared by Meridian Planning, recommend that County Council endorse the recommended modifications in the report and supplemental memo to align with the new Provincial Planning Statement, 2024, and additional community consultations; and

Further That the Committee recommend that County Council direct staff to respectfully request the Minister of Municipal Affairs and Housing to modify and approve Official Plan Amendment No. 1 in substantially the form as endorsed, noting that the spatial extent of the Northumberland Natural Heritage System is not recommended to change.”

Carried

8.b Report 2025-011 'Business and Entrepreneurship Centre Northumberland (BECN) 2024 Program Update'

Rob Day, Manager Economic Development
Kailyn Coupland, Business Development Coordinator

Committee Resolution 2025-01-08-030

Moved by Warden Brian Ostrander

Seconded by Chair Mandy Martin

“**That** the Economic Development, Tourism and Land Use Planning Committee receive Report 2025-011 ‘Business and Entrepreneurship Centre Northumberland (BECN) 2024 Program Update’ for information; and

Further That the Committee recommend that County Council receive this report for information.”

Carried

8.c Report 2025-012 'New Ontario Building Code - Plumbing and Sewage System Changes'

Kirk Johnstone, Senior Plumbing and Sewage Inspector / Chief Building Official

Committee Resolution 2025-01-08-031

Moved by Warden Brian Ostrander

Seconded by Chair Mandy Martin

“**That** the Economic Development, Tourism and Land Use Planning Committee receive Report 2025-012 ‘New Ontario Building Code, Plumbing and Sewage System Changes’ for information; and

Further That That the Committee recommend that County Council receive this report for information and direct staff to send a copy of this report to each Member Municipality for informational purposes.”

Carried

8.d Report 2025-013 'Brighton Official Plan Amendment No. 13 - 207 Middle Ridge Road, Brighton'

Ashley Yearwood, Senior Planner

Committee Resolution 2025-01-08-032

Moved by Warden Brian Ostrander

Seconded by Chair Mandy Martin

“**That** the Economic Development, Tourism and Land Use Planning Committee, having considered Report 2025-013 ‘Brighton Official Plan Amendment No. 13 - 207 Middle Ridge Road, Brighton’, recommend that County Council approve Brighton Official Plan Amendment No. 13; and

Further That the Committee recommend that County Council direct staff to provide a decision notice to the Municipality of Brighton and all prescribed persons in accordance with the *Planning Act*.”

Carried

9. Other Matters Considered by Committee

N/A

10. Media Questions

11. Closed Session

N/A

12. Motion to Rise and Results from Closed Session

N/A

13. Next Meeting - Wednesday, February 5, 2025 at 1:00 p.m.

14. Adjournment

- The meeting adjourned at 1:55 p.m.

January 8, 2025

Members of Economic Development, Tourism, Land Use Planning Committee
Northumberland County
555 Courthouse Road
Cobourg, ON K9A 5J6

Via email: campbelld@northumberland.ca

**Re: Landlab Inc. – Part of Lots 5, 6, & 7, Township of Alnwick-Haldimand
Comments on Northumberland Next: County NHS Official Plan Amendment**

We are the planning consultants for Lakeport Beach Inc. (“Landlab”), owners of the properties located in Northumberland County in the Township of Alnwick-Haldimand identified as Part of Lots 5, 6 and 7, Concession B and C, as identified on **Attachment 1** (herein after referred to as the “subject lands”).

On behalf of our clients, we have been monitoring the County’s Official Plan Amendment process, for the County’s Natural Heritage System policy updates (“OPA 1”). We have reviewed the Revised Natural System Amendment dated October 3, 2024, and the Council Report 2025-010: Memo – Final Recommendation on Proposed Modifications to Natural Heritage System dated December 16, 2024 and provide a summary of our comments below, as they apply to the subject lands.

Comments on the County NHS Official Plan Amendment (“OPA 1”)

1. The OPA does not include a definition of Regionally Important Wetlands. Regionally Important Wetlands is introduced in the proposed section D6.3, and included in the proposed Natural Heritage Area 1 classification per the proposed section A3.5, however there is no definition of a Regionally Important Wetland provided. With respect to the subject lands, without definition or criteria to identify Regionally Important Wetlands, there is no justification for why a portion of the subject lands has been classified as Regionally Important Wetlands on the proposed Schedule B-1.
2. The proposed section D8.3, Minimum Buffers, does not provide policy direction on buffers outside of urban areas and rural settlement areas. Further, Table L indicates a minimum buffer distance from several different environmental features, but does not indicate what the permitted land uses are within the buffers.

Concluding Remarks

We request that Official Plan Amendment 1 be modified to remove the Regionally Important Wetland identification on the subject lands and that the OPA be modified to

include uses permitted in buffers. Thank you in advance for your consideration. Please do not hesitate to contact the undersigned if you have any questions.

Respectfully submitted,
Bousfields Inc.



Emma West, MCIP, RPP

Cc. Client
Dentons c/o Max Reedijk & Katarzyna Sliwa
Dwayne Campbell






cklow






Colborne

**SUBJECT
LANDS**

Lakeport

- Land Use Designations**
-  Urban Area
 -  Rural Settlement Area
 -  Major Employment Area (Preferred Location)
 -  Agricultural Area
 -  Rural Area
 -  Oak Ridges Moraine
 -  Environmental Protection Area

- Transportation Network Elements**
-  Highway 401
 -  County Road/Arterial Road
 -  Local Road
 -  Highway 401 Interchange
 -  Railway

- General Map Elements**
-  Alderville First Nation
 -  Built Boundary
 -  County Boundary
 -  Provincial Park
 -  Trent Severn Waterway



The Corporation of the County of Northumberland

Public Works Committee

Minutes

January 6, 2025, 1:00 p.m.

Council Chambers

555 Courthouse Road, Cobourg, ON K9A 5J6

Hybrid Meeting (In-Person and Virtual)

Members Present: Chair Scott Jibb
Warden Brian Ostrander
Councillor John Logel

Council Members
Present (non-voting): Councillor Mandy Martin

1. Notices

1.a Accessible Format

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1.b Meeting Format

This Committee Meeting was held using a hybrid meeting model. The public were invited to attend in-person in Council Chambers, view the meeting via the live stream, or join online or by phone using Zoom Conference Technology.

2. Call to Order

Chair Scott Jibb called the meeting to order at 1:04 p.m.

2.a Territorial Land Acknowledgement

3. Approval of the Agenda

Committee Resolution 2025-01-06-001

Moved by Warden Brian Ostrander

Seconded by Councillor John Logel

"**That** the agenda for the January 6, 2025 Public Works Committee be approved, as amended, to include a Closed Session item regarding matters pertaining to a proposed or pending acquisition or disposition of land by Northumberland County and advice that is subject to solicitor-client privilege, including communications necessary for that purpose; (Public Works)."

Carried

4. Disclosures of Interest

- No disclosures

5. Delegations

5.a Delegation, Blue Dot Northumberland and Community Power Northumberland 'Corporate Greenhouse Gas Emissions Reduction Plan'

Bruce Bellaire, Blue Dot Northumberland and Community Power Northumberland

Committee Resolution 2025-01-06-002

Moved by Warden Brian Ostrander

Seconded by Councillor John Logel

"**That** the Public Works Committee receive the delegation and correspondence from Bruce Bellaire of Blue Dot Northumberland and Community Power Northumberland regarding 'Corporate Greenhouse Gas Emissions Reduction Plan', for information; and

Further That the Committee recommend that County Council receive the correspondence for information."

Carried

6. Business Arising from Last Meeting

N/A

7. Communications

7.a Correspondence, 'Establishment of an Ontario Rural Road Safety Program'

- County of Lambton
- Municipality of Tweed
- Township of Val Rita-Harty

Committee Resolution 2025-01-06-003

Moved by Councillor John Logel

Seconded by Warden Brian Ostrander

"**That** the Public Works Committee receive the correspondence from the County of Lambton, Municipality of Tweed and Township of Val Rita-Harty regarding 'Establishment of an Ontario Rural Road Safety Program' for information, noting that County Council previously considered and supported correspondence regarding this subject matter at the December 18, 2024 County Council meeting; and

Further That the Committee recommend that County Council receive this correspondence for information."

Carried

7.b Correspondence, Municipality of St. Charles 'Deposit Return Program'

Committee Resolution 2025-01-06-004

Moved by Warden Brian Ostrander

Seconded by Councillor John Logel

"**That** the Public Works Committee, having considered correspondence from the Municipality of St. Charles regarding 'Deposit Return Program' recommend that County Council support this correspondence; and

Further That the Committee recommend that County Council direct staff to send a copy of this resolution to the Honourable Andrea Khanjin (Minister of Environment, Conservation and Parks), the Honourable Peter Bethlenfalvy (Minister of Finance), the Honourable David Piccini (Minister of Labour, Immigration, Training and Skills Development and MPP for Northumberland Peterborough-South), the Association of Municipalities of Ontario (AMO); and all Ontario Municipalities."

Carried

8. Staff Reports

8.a Report 2025-001 'Corporate Greenhouse Gas Emissions Reduction Plan' - Presentation

Korey McKay, Environmental Officer
Adam McCue, Associate Director Operations

Committee Resolution 2025-01-06-005

Moved by Warden Brian Ostrander
Seconded by Councillor John Logel

“That the Public Works Committee, having considered Report 2025-001 ‘Corporate Greenhouse Gas Emissions Reduction Plan’, recommend that County Council adopt the Corporate Greenhouse Gas Emissions Reduction Plan; and

Further That the Committee recommend that County Council adopt a corporate greenhouse gas emissions reduction target of 65% below 2005 levels by 2030, and net zero by 2050.”

Carried

8.b Report 2025-002 'Defer Replacement of Structure No. 045111 on County Road 45 from 2025 to a Future Year and Reallocate Budget for Rehabilitation of Trent River Bridge on County Road 30 (near Peterborough County Boundary)'

Peter Deshane, Infrastructure Manager

Committee Resolution 2025-01-06-006

Moved by Councillor John Logel
Seconded by Warden Brian Ostrander

“That the Public Works Committee, having considered Report 2025-102 ‘Defer Replacement of Structure No. 045111 on County Road 45 from 2025 to a Future Year and Reallocate Budget for Rehabilitation of Trent River Bridge on County Road 30 (near Peterborough County Boundary)’, recommend that County Council authorize staff to defer the replacement of Structure No. 045111 located on County Road 45 immediately south of County Road 22 from 2025 to a future year; and

Further That the Committee recommend that County Council authorize staff to use the 2025 construction budget allocated for the replacement of Structure No. 045111 to complete emergency rehabilitation of the Trent

River Bridge located on County Road 30 immediately south of County Road 42, and approve any savings realized at the project completion relative to the estimated total project cost of \$1,119,781 remaining in the 2025 budget to be used for other bridge construction projects.”

Carried

8.c Report 2025-003 'Northumberland Radio Tower Project Update'

Carol Coleman, Associate Director Engineering

Committee Resolution 2025-01-06-007

Moved by Warden Brian Ostrander

Seconded by Councillor John Logel

“**That** the Public Works Committee, receive Report 2025-003 ‘Northumberland Radio Tower Project Update – January 2025’, for information; and

Further That the Committee recommend that the County Council receive this report for information.”

Carried

9. Other Matters Considered by Committee

N/A

10. Media Questions

11. Closed Session

Committee Resolution 2025-01-06-008

Moved by Councillor John Logel

Seconded by Warden Brian Ostrander

"**That** this Committee proceed with the next portion of the meeting being closed to the public at 1:35 p.m.; and

Further That the meeting is closed to the public as permitted under the Municipal Act Sections 239.(2.c) and (2.f) in order to address matters pertaining to a proposed or pending acquisition or disposition of land by Northumberland County and advice that is subject to solicitor-client privilege, including communications necessary for that purpose (Public Works), and that Jennifer

Moore, Denise Marshall, Darrell Mast, Carol Coleman, Maddison Mather, and Cheryl Sanders remain present."

Carried

12. Motion to Rise and Result from Closed Session

Committee Resolution 2025-01-06-009

Moved by Warden Brian Ostrander

Seconded by Councillor John Logel

"**That** this Committee rise from Closed Session at 1:40 p.m.; and

Further That the confidential resolution moved in Closed Session regarding matters pertaining to a proposed or pending acquisition or disposition of land by Northumberland County and advice that is subject to solicitor-client privilege, including communications necessary for that purpose (Public Works), is hereby referred to the Open Session of the Public Works Committee, which refers it to County Council for adoption."

Carried

13. Next Meeting - Monday, February 3, 2025 at 1:00 p.m.

14. Adjournment

- The meeting adjourned at 1:41 p.m.

If you require this information in an alternate format, please contact the Accessibility Coordinator at accessibility@northumberland.ca or 1-800-354-7050 ext. 2327



Report 2025-102

Report Title: Defer Replacement of Structure No. 045111 on CR 45 from 2025 to a Future Year and Reallocate Budget for Rehabilitation of Trent River Bridge on CR 30 (near Peterborough County Boundary)

Committee Name: Public Works

Committee Meeting Date: January 6, 2025

Prepared by: Peter Deshane
Manager of Infrastructure
Public Works

Reviewed by: Carol Coleman
Associate Director of Engineering
Transportation, Waste, Facilities and Capital Projects

Denise Marshall
Director of Public Works
Transportation, Waste, Facilities and Capital Projects

Approved by: Jennifer Moore, CAO

Council Meeting Date: January 22, 2025

Strategic Plan Priorities: Innovate for Service Excellence
 Ignite Economic Opportunity
 Foster a Thriving Community
 Propel Sustainable Growth
 Champion a Vibrant Future

Recommendation

That the Public Works Committee, having considered Report 2025-102 ‘Defer Replacement of Structure No. 045111 on County Road 45 from 2025 to a Future Year and Reallocate Budget for Rehabilitation of Trent River Bridge on County Road 30 (near Peterborough County Boundary)’, recommend that County Council authorize staff to defer the replacement of Structure No. 045111 located on County Road 45 immediately south of County Road 22 from 2025 to a future year; and

Further That the Committee recommend that County Council authorize staff to use the 2025 construction budget allocated for the replacement of Structure No. 045111 to complete

emergency rehabilitation of the Trent River Bridge located on County Road 30 immediately south of County Road 42, and approve any savings realized at the project completion relative to the estimated total project cost of \$1,119,781 remaining in the 2025 budget to be used for other bridge construction projects.”

Purpose

The purpose of this report is to advise Council of the requirement to defer the planned replacement of Structure No. 045111 on County Road 45 from 2025 to a future year and re-allocate the 2025 budget amount for this project to complete emergency rehabilitation of another structure.

Deferring this project, and re-allocation the construction budget, will allow for the completion of emergency rehabilitation of the Trent River Bridge on County Road 30 in Trent Hills.

Background

Structure No. 045111 is a concrete box culvert that is located on Count Road 45 immediately south of County Road 22 in Alnwick/Haldimand Township. This structured was identified through biennial OSIM inspections requiring to be replaced. The approved 2024 Public Works Capital Budget included funds for an engineering design to replace Structure No. 045111 on County Road 45. The engineering design is 90% complete with the final drawings and tender package expected to be completed by the end of 2024. Construction for the replacement of the structure is planned for 2025.

During recent routine patrol by County Operations staff, it was reported that the north expansion joint for the Trent River Bridge on County Road 30, immediately south of Count Road 42 in Trent Hills, had separated. There was also evidence of settlement in the asphalt surface adjacent to the expansion joint. There was no obvious explanation and therefore staff immediately retained an engineering consultant to complete a review and provide recommendations. It is important to note that expansion joints typically move between 25mm and 50mm. In this case the expansion joint has separated approximately 75mm to 100mm.

It should be noted that the expansion joint for this structure was not constructed at the bridge abutment as is typically seen. The expansion joint was constructed on what is known as a sleeper slab and is positioned within the approach of the bridge deck. The sleeper slab is supported by granular material.

The initial Engineering review concluded that core sampling is required to determine the extent of the settlement and if a void was present below the sleeper slab. Upon completion of the core samples, it was determined that there was no evidence of a void that could create a sink hole and that a closure was not required. The engineering review also concluded that the expansion joint had separated beyond normal limits due to poor drainage within the granular material below the sleeper slab. The saturated granular material caused the sleeper slab to shift through freeze/thaw cycles.

The engineering consultant recommended an immediate repair, as a temporary measure, until a more permanent rehabilitation could be completed. Staff retained a contractor to complete the recommended temporary repair and will continue to monitor the expansion joint until the

rehabilitation is completed. The temporary repairs and engineering review were funded from the 2024 Bridge Time and Material Repairs allocation.

Consultations

Staff consulted with the engineering consultant completing the design for structure No. 045111 and were advised that the replacement could be deferred for up to 1-2 years. This will allow the emergency rehabilitation of the Trent River Bridge to be completed without the need for additional budget amounts in 2025.

Legislative Authority / Risk Considerations

In accordance with O.Reg. 104/97 Standards for Bridges every bridge shall be kept safe and in good repair.

Discussion / Options

The permanent rehabilitation of the north expansion joint will include the removal and replacement of the expansion joint and sleeper slab. It will also include the implementation of drainage provision to mitigate the granular layer from becoming saturated and ultimately eliminating the potential for freeze/thaw issues in the future. Without this rehabilitation there is a high risk of further damage to the expansion joint and sleeper slab and in turn has a high potential of a bridge closure.

In addition to rehabilitating the north expansion joint for the Trent River Bridge on County Road 30 there is opportunity to capitalize engineering and construction benefits by completing a more comprehensive rehabilitation. The engineering consultant also recommended that a comprehensive rehabilitation of the structure is required for the following reasons:

1. The north expansion joint needs to be rehabilitated to ensure proper drainage of the granular layer below the sleeper slab occurs to avoid freeze/thaw movements.
2. The south expansion joint requires rehabilitation for similar reasons.
3. The concrete deck requires patching.
4. The waterproofing needs to be replaced as it is showing moderate to severe deterioration.
5. The asphalt surface has also deteriorated and exhibits severe delamination, cracking, and potholes.
6. Additional deck drains are required to reduce the amount of surface water draining to the expansion joints.

Completing a comprehensive rehabilitation at the same time as completing the repairs to the north expansion joint provides additional value to the County. Additional value items include reduced costs for traffic management and contractor mobilization and less public disruption. The inclusion of this work concurrently provides good life-cycle value for this asset.

Without this comprehensive rehabilitation the elements noted above will only deteriorate further and have the potential for a requirement to close the bridge. Delaying the rehab will also decrease the life cycle of the asset and increase future rehabilitation costs. It will result in duplication of engineering and construction efforts.

Financial Impact

Engineering and construction costs for the emergency rehabilitation of the Trent River Bridge are estimated to be \$1,119,781, noting that the estimated construction cost is still to be confirmed at the completion of design.

Based on this estimate, approximately \$10,500 from the replacement budget for structure No. 045111 is expected to be carried over into the 2025 budget. This amount along with the proposed construction budget of \$800,000 for the replacement of structure No. 045111 results in \$815,000 being allocated in the 2025 capital budget.

There was savings of \$309,281 realized from the 2024 construction of the Burnley Creek Bridge rehabilitation project.

Staff recommend that the 2024 carry over amounts realized from structure No. 045111 and the Burnley Creek Bridge, along with the 2025 proposed construction allocation for replacement of structure No. 045111, be allocated to the Trent River Bridge engineering design and emergency rehabilitation project in 2025.

Member Municipality Impacts

Municipality of Trent Hills Road network will be impacted during the rehabilitation work due to a closure of County Road 30 and the requirement for a detour route. Staff will consult with Trent Hills staff regarding the implementation of a detour route.

Conclusion / Outcomes

Staff recommend that the replacement of structure No. 045111, located on County Road 45 immediately south of County Road 22, with planned construction in 2025 be deferred to a future year.

Deferring the replacement of structure No. 045111 will allow for the completion of the emergency engineering design and rehabilitation of the Trent River Bridge, located on County Road 30 immediately south of County Road 42 to be completed in 2025.

Staff also recommend that the proposed engineering and construction budget for the emergency rehabilitation of the Trent River Bridge be funded as follows:

1. 2024 carry over amounts realized from the Burnley Creek Bridge project
2. 2024 carry over amounts realized from the engineering design for structure No. 045111
3. The proposed 2025 construction budget for the replacement of structure No. 045111.

Attachments

N/A



The Corporation of the County of Northumberland

Social Services Committee

Minutes

January 8, 2025, 9:30 a.m.

Council Chambers

555 Courthouse Road, Cobourg, ON K9A 5J6

Hybrid Meeting (In-Person and Virtual)

Members Present: Chair John Logel
Deputy Warden Olena Hankivsky

Members Regrets: Warden Brian Ostrander

Council Members
Present (non-voting): Councillor Lucas Cleveland

1. Notices

1.a Accessible Format

If you require this information in an alternate format, please contact the Accessibility Coordinator at accessibility@northumberland.ca or 1-800-354-7050 ext. 2327.

1.b Meeting Format

This Committee Meeting was held using a hybrid meeting model. The public were invited to attend in-person in Council Chambers, view the meeting via the live stream, or join online or by phone using Zoom Conference Technology.

2. Call to Order

Chair John Logel called the meeting to order at 9:31 a.m.

2.a Territorial Land Acknowledgement

3. Approval of the Agenda

Committee Resolution 2025-01-08-012

Moved By Deputy Warden Olena Hankivsky

Seconded By Chair John Logel

"**That** the agenda for the January 8, 2025 Social Services Committee be approved."

Carried

4. Disclosures of Interest

- No disclosures

5. Delegations

N/A

6. Business Arising from Last Meeting

N/A

7. Communications

7.a Correspondence, Municipality of Port Hope 'Development of a County-Led Encampment Management Plan'

Committee Resolution 2025-01-08-013

Moved By Deputy Warden Olena Hankivsky

Seconded By Chair John Logel

"**That** the Social Services Committee receive the correspondence from the Municipality of Port Hope regarding 'Development of a County-Led Encampment Management Plan' for information; and

Further That the Committee recommend that County Council receive the correspondence for information; and

Further That the Committee recommend that County Council identify this item for separate discussion at the January 22, 2025 Council meeting."

Carried

8. Staff Reports

8.a Report 2025-004 'Canada-Wide Early Learning and Child Care Expansion Plan December 2024 Update'

Lesley Patterson, Early Years Service Manager

Committee Resolution 2025-01-08-014

Moved By Deputy Warden Olena Hankivsky

Seconded By Chair John Logel

“**That** the Social Services Committee receive Report 2025-004 'Canada-Wide Early Learning and Child Care Expansion Plan December 2024 Update' for information; and

Further That the Committee recommend that County Council receive this report for information.”

Carried

8.b Report 2025-005 'Community Identification and Wellness Clinic'

Jennifer Glover, Ontario Works Manager

Committee Resolution 2025-01-08-015

Moved By Deputy Warden Olena Hankivsky

Seconded By Chair John Logel

“**That** the Social Services Committee receive Report 2025-005 'Community Identification and Wellness Clinic' for information; and

Further That the Committee recommend that County Council receive this report for information.”

Carried

8.c Report 2025-006 '310 Division Street, Cobourg Update'

Glenn Dees, Director Health and Human Services
Rebecca Carman, Associate Director Housing and Homelessness
Bill Smith, Manager Homelessness Services

Committee Resolution 2025-01-08-016

Moved By Deputy Warden Olena Hankivsky

Seconded By Chair John Logel

“That the Social Services Committee receive Report 2025-006 ‘310 Division Street, Cobourg Update’ for information; and

Further That the Committee recommend that County Council receive this report for information.”

Carried

8.d Report 2025-007 '310 Division Street, Cobourg Community Liaison Committee (CLC) Update' - Presentation

Rebecca Carman, Associate Director Housing and Homelessness
Chris Gorman, Senior Associate, OrgCode Consulting

Committee Resolution 2025-01-08-017

Moved By Deputy Warden Olena Hankivsky

Seconded By Chair John Logel

“That the Social Services Committee receive Report 2025-007 ‘310 Division Street, Cobourg Community Liaison Committee (CLC) Update’ for information; and

Further That the Committee recommend that County Council receive this report for information.”

Carried

9. Other Matters Considered by Committee

9.a Northumberland County Housing Corporation - Meeting Minutes

Committee Resolution 2025-01-08-018

Moved By Deputy Warden Olena Hankivsky

Seconded By Chair John Logel

"That the Social Services Committee receive the October 30, 2024 meeting minutes of the Northumberland County Housing Corporation for information; and

Further That the Committee recommend that County Council receive the minutes for information."

Carried

9.b 10 Chapel Street, Cobourg – Verbal

Committee Resolution 2025-01-08-019

Moved By Deputy Warden Olena Hankivsky

Seconded By Chair John Logel

"**That** the Social Services Committee approve adding a discussion regarding '10 Chapel Street, Cobourg' under 'Other Matters Considered by Committee' to the January 8, 2025 Social Services Committee agenda."

Carried

Committee Resolution 2025-01-08-020

Moved By Deputy Warden Olena Hankivsky

Seconded By Chair John Logel

"**That** the Social Services Committee receive the verbal discussion regarding '10 Chapel Street, Cobourg' for information."

Carried

10. Media Questions

11. Closed Session

Committee Resolution 2025-01-08-021

Moved By Deputy Warden Olena Hankivsky

Seconded By Chair John Logel

"**That** this Committee proceed with the next portion of the meeting being closed to the public at 11:09 a.m.; and

Further That the meeting is closed to the public as permitted under the Municipal Act Sections 239.(2.b) and (2.k) in order to address **two** matters pertaining to personal matters about an identifiable individual, including municipal or local board employees and confidential negotiations (Community & Social Services - Capital Grant Program), and that Jennifer Moore, Glenn Dees, Rebecca Carman, Emily Corkery, Maddison Mather, and Cheryl Sanders remain present."

Carried

12. Motion to Rise and Result from Closed Session

[Committee did not deliberate on Closed Session item 5.b pertaining to personal matters about an identifiable individual, including municipal or local board employees and confidential negotiations (Community & Social Services - Capital Grant Program). This item will be added to the January 22, 2025 County Council Closed Session agenda]

Committee Resolution 2025-01-08-022

Moved By Deputy Warden Olena Hankivsky

Seconded By Chair John Logel

"**That** this Committee rise from Closed Session at 11:22 a.m.; and

Further That the confidential resolution moved in Closed Session regarding a matter pertaining to personal matters about an identifiable individual, including municipal or local board employees and confidential negotiations (Community & Social Services - Capital Grant Program), is hereby referred to the open session of the Social Services Committee, which refers it to County Council for adoption."

Carried

13. Next Meeting - Wednesday, February 5, 2025 at 9:30 a.m.

14. Adjournment

- The meeting adjourned at 11:23 a.m.

From: Tania Wilson <twilson@porthope.ca>
Sent: Thursday, November 28, 2024 9:47 AM
To: Mather, Maddison <matherm@northumberland.ca>; clerks@hamiltontownship.ca;
clerk@cobourg.ca; clerk@cramahetownship.ca; Doug Irwin <doug.irwin@trenthills.ca>;
cdoiron@brighton.ca; aarthur@ahtwp.ca
Cc: Olena Hankivsky <OHankivsky@porthope.ca>
Subject: Resolution 236-2024 re Dev'p of a Cty-Led Encampment Mgmt Plan

CAUTION: External E-Mail

Good Morning, I hope this email finds you well.

Please be advised that Council for the Municipality of Port Hope at their regular Council meeting held on Tuesday, November 26th passed the following Resolution regarding Development of a County-Led Encampment Management Plan.

Resolution 236-2024
Moved by Deputy Mayor Holloway Wadhwani
Seconded by Councillor Attridge

WHEREAS the Municipality of Port Hope recognizes that affordable housing and homelessness is a growing crisis and that a collaborative response is required;

NOW THEREFORE BE IT RESOLVED THAT Mayor Hankivsky, in her role as County Councillor, be directed to introduce a motion at Northumberland County Council, on behalf of the Municipality of Port Hope Council, calling for the development of a county-led encampment management plan that:

- a. provides for the human rights, health, and safety, of all residents and property owners;
- b. clarifies and defines the role of the upper tier as the regional service manager; and
- c. clarifies the complimentary roles and responsibilities of the lower tiers.

AND BE IT FURTHER RESOLVED THAT a copy of this resolution be circulated to Northumberland County and all lower tier municipalities.

I have attached a signed copy of Resolution 236-2024 for your information.

Regards,

Tania Wilson,
Administrative Assistant
Municipality of Port Hope

Corporate Services Department/Town Hall: 56 Queen Street, Port Hope, ON L1A
3Z9

t. 905.885.4544 x. 2201

e. twilson@porthope.ca | porthope.ca



MUNICIPALITY OF PORT HOPE
RESOLUTION

Date: 26 November 2024

236 - 2024

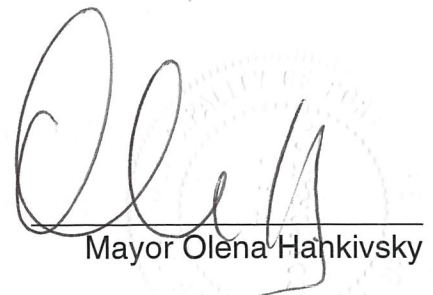
MOVED BY: Deputy Mayor Holloway Wadhvani

SECONDED BY: Councillor Attridge

WHEREAS the Municipality of Port Hope recognizes that affordable housing and homelessness is a growing crisis and that a collaborative response is required;
NOW THEREFORE BE IT RESOLVED THAT Mayor Hankivsky, in her role as County Councillor, be directed to introduce a motion at Northumberland County Council, on behalf of the Municipality of Port Hope Council, calling for the development of a county-led encampment management plan that:

- a. provides for the human rights, health, and safety, of all residents and property owners;
- b. clarifies and defines the role of the upper tier as the regional service manager; and
- c. clarifies the complimentary roles and responsibilities of the lower tiers.

AND BE IT FURTHER RESOLVED THAT a copy of this resolution be circulated to Northumberland County and all lower tier municipalities.



Mayor Olena Hankivsky

If you require this information in an alternate format, please contact the Accessibility Coordinator at accessibility@northumberland.ca or 1-800-354-7050 ext. 2327



Report 2024-006

Report Title: 310 Division Street, Cobourg Update

Committee Name: Social Services

Committee Meeting Date: January 8, 2025

Prepared by: Bill Smith
Manager, Homelessness Services
Community and Social Services

Reviewed by: Rebecca Carman
Associate Director, Housing and Homelessness
Community and Social Services

Glenn Dees
Director, Health and Human Services
Community and Social Services

Approved by: Jennifer Moore, CAO

Council Meeting Date: January 8, 2025

Strategic Plan Priorities: Innovate for Service Excellence
 Ignite Economic Opportunity
 Foster a Thriving Community
 Propel Sustainable Growth
 Champion a Vibrant Future

Information Report

That the Social Services Committee receive Report 2024-006 ‘310 Division Street, Cobourg Update’ for information; and

Further That the Committee recommend that County Council receive this report for information.”

Purpose

The purpose of this report is to provide the Social Services Committee and County Council with an update on 310 Division Street, Cobourg.

Background

Since November 8, 2024, Northumberland County and its partners have been progressing on key milestones for the opening of 310 Division Street. These include:

- Northumberland County' received its Emergency Care Establishment License at the end of the day on Friday, November 8, 2024 for operation of the 310 Division Street shelter. The warming space on the ground floor opened at 6:00 p.m. on Wednesday, November 13, 2024.
- In compliance with the Town of Cobourg's Emergency Care Establishment By-law, the County of Northumberland has secured security services from Integrity Investigation Solutions on a temporary basis, as allowed under the Procurement By-law to support the provision of 24/7 mobile security in a 500-metre radius from 310 Division Street. This contract will be formally procured in the new year.
- On December 16, 2024, Northumberland County received occupancy from the Town of Cobourg for the remaining second through fourth floors. A public open house was held at 310 Division Street on Monday, December 16, 2024 between 4:00 p.m. and 6:00 p.m. to welcome members of the public and media to visit and walk through the new space. Emergency sheltering spaces began transitioning to 310 Division Street by December 19, 2024.
- The Community Liaison Committee held its first meeting on December 17, 2024. After interviews were completed and ranked, the successful candidates were chosen and on December 6, 2024 all applicants were notified of the decisions. For more information please see County Council Report 2025-007 '310 Division Street, Cobourg - Community Liaison Committee (CLC) Update'.
- Meetings have taken place to foster partnerships with Cobourg Police Services, Integrity Investigation Solutions, and County Paramedic Services. County staff have also begun dialogue with Town of Cobourg staff for data sharing and collaboration.

Consultations

Internal consultations have taken place with Community and Social Services, Public Works (Major Capital Projects and Facilities), Communication, Legal Counsel and the Chief Administrative Officer.

External consultations have taken place with Orgcode Consulting Inc., Transition House, Integrity Investigation Solutions, Cobourg Fire, and the Town of Cobourg.

Legislative Authority / Risk Considerations

Legislation is adhered to in the construction of the facility, including provincial and local statutes.

Risk has been considered throughout the opening and ongoing operations of shelter services at 310 Division Street. This includes establishing regular meetings with Cobourg Police Services, County staff, Transition House staff, and Integrity Investigation Solutions.

In addition, data is being collected and analyzed to identify early usage and trends at 310 Division Street and the surrounding community. Northumberland County is actively working with the Town of Cobourg staff to identify opportunities for data sharing and analysis.

Discussion / Options

The following section offers comments and considerations regarding the key areas identified in the Background section.

1. 310 Division Street – opening of ground floor

On Friday, November 8, 2024 at 4:30 p.m., the County and Transition House received ECE licenses. By Wednesday, November 13, 2024, County staff and partners had mobilized and worked together to open the 24/7 warming space on the ground floor of 310 Division Street. Transition House worked to mobilize staffing levels for the expanded services, purchase final supplies (such as perishable food).

On November 13th, County staff completed a mail drop in the immediate vicinity of 310 Division, delivering a letter to residents that contained information needed on timeframes, expectations and resources available should issues arise.

Since the warming space opened, the County has collated data with the support of Transition House to understand usage of the space and other key data. Please refer to Attachment 1: 310 Division Data Snapshot. Please note that more updated data can be made available for the January 22, 2025 Council meeting if required.

2. ECE Compliance – 500-metre radius (security and waste)

Upon receiving direction from County Council on November 6, 2024, County staff resubmitted documentation to the Town of Cobourg to indicate compliance with the ECE by-law. The key day-to-day impact of the ECE by-law is the requirement for provision of security and waste pick up in a 500-metre radius for activities identified as directly related to activities at 310 Division Street.

In meeting this compliance requirement, County entered into a short-term contract with Integrity Investigation Solutions, as complies with the Northumberland County Purchasing By-law. The interim contract is for a period of six months with an option for extension if it is required to complete a full Request for Proposal from security providers. It is anticipated that this Request for Proposal will be initiated in early 2025.

A 24/7 dedicated call centre (1-877-770-2564) has been established specifically for community concerns relating to the County's ECE compliance for 310 Division Street. Information on how to access this service is available on the County's website, using this link:

<https://joinin.northumberland.ca/310-division-street-enhancing-shelter-services-to-address-community-need>.

Through this service, security is monitoring the 500-metre radius and responding to calls from the inquiry line, these calls can include issues such as littering, wellness checks and loitering that has a direct connection to 310 Division Street.

Since 310 Division opened, the County has collated data with the support of the security provider to understand data from community calls and other concerns raised. Please note that County staff have met with Town of Cobourg staff to discuss the possibility of data sharing of similar collected data points. It is understood that the data sharing will not be available from the Town of Cobourg until after this report is drafted as it will need to be considered and shared firstly with the Town of Cobourg's Council and applicable committees or boards as may be required. Please refer to Attachment 1: 310 Division Data Snapshot. This is preliminary data given it isn't representative of full shelter operations and the minimal time since opening. Data can be refined moving forward and incorporate data from the Town of Cobourg as applicable. This data will provide information and metrics required to assess outcomes and future needs. Please note that more updated data can be made available for the January 22, 2025 Council meeting if required and as available.

Key areas that staff are continuing to move forward in ongoing compliance requirements include:

- Hiring of an ECE Compliance Contract Coordinator in Q1 of 2025
- Continuing to refine data collection and reporting
- Continuing regular and recurring meetings with Transition House staff, County staff, Cobourg Police Services and Integrity Investigation Solutions to support a collaborative response in the 500-metre radius of 310 Division Street
- Develop communication strategies to support community understanding of partner roles and responsibilities.

3. Status on remaining sheltering services

As of December 16, 2024, Northumberland County has received all necessary permits and licenses to operate the second through fourth floors (emergency shelter and transitional housing units). After completing a media and public open house, Transition House is working with current clients at 10 Chapel to transition into the space beginning on December 19th. This will be a phased approach with the motel overflow clients and new shelter admissions following in early January.

The County received \$2,400,000 in Homelessness Prevention Program funding for construction and renovation upgrades for 310 Division. The construction and renovation plan were in 3 phases. Phase 1 was the ground floor warming/cooling spaces, with the second phase being floors 2-4. Through these first two phases was the completion of code required and necessary enhancements and updates to the building. This included new ventilation for all 50+ bathrooms, fire suppression work on all floor, update lighting, adaptable showers, replacement of 35 vanities (due to improper exhausts), fencing, security cameras and lighting, waste enclosure, accessible washroom, laundry access, among many other things. Approximately 55% (or \$1,340,000) committed funding has been spent to date. In early 2025, the County will begin phase three of construction which includes replacement of the heating, ventilation and air conditioning and other potential updates that may be identified.

Financial Impact

The Ministry of Municipal Affairs and Housing committed an additional \$2.47M through a contribution agreement to increase the County's Homelessness Prevention Program (HPP) funding allocation specifically for financing capital works for the 310 Division Street Modernization Project. The capital costs remain within the total budget allocation for this project. Additional costs for operations related to compliance for the ECE Bylaw were subsequently approved by Council prior to opening the facility.

Member Municipality Impacts

N/A

Conclusion / Outcomes

It is recommended that County Council receive this report for information.

Attachments

Report 2025-006 ATTACH 1 '310 Division Data Snapshot'

310 Hub Report

Data Range: November 13, 2024 - December 14, 2024

This report summarizes information about clients (e.g., demographics) and service usage (e.g., number of client visits per day) of the 310 Hub. The data included is self-reported by the client upon arrival at the 310 Hub. A total of 104 unique clients have visited the 310 Hub as of December 14, 2024. The majority of these clients (82%) reported that they were from somewhere in Northumberland County, with most specifying the Town of Cobourg (82% of Northumberland County clients) or the Municipality of Port Hope (3% of Northumberland County clients) as their affiliated location.

The Hub sees an average of 28 clients per day (minimum = 10, maximum = 38, median = 28). Note that client visits range in length and at no one time was there more than 20 individuals at the Hub at the same time (see 310 Hub Hourly Counts Dashboard). Many clients return to the Hub after their initial visit. Specifically, 67% have visited in at least 2 different reporting weeks, and 15% have made at least one visit in all 5 reporting weeks to date. Most Hub clients (63%) reported experiencing chronic homelessness (6 months or more in the last year), and most reported a form of social assistance as their income source (41% Ontario Works, 38% Ontario Disability Support Program). Demographic measures show that Hub clients are predominantly men (60%), and most report their family structure as single (88%). Further, individuals identifying as Indigenous are overrepresented among Hub clients compared to Northumberland County as a whole (Statistics Canada, 2021).

Reference: Statistics Canada (2021). Census Profile, Northumberland County, Ontario, 2021 Census of Population Profile table

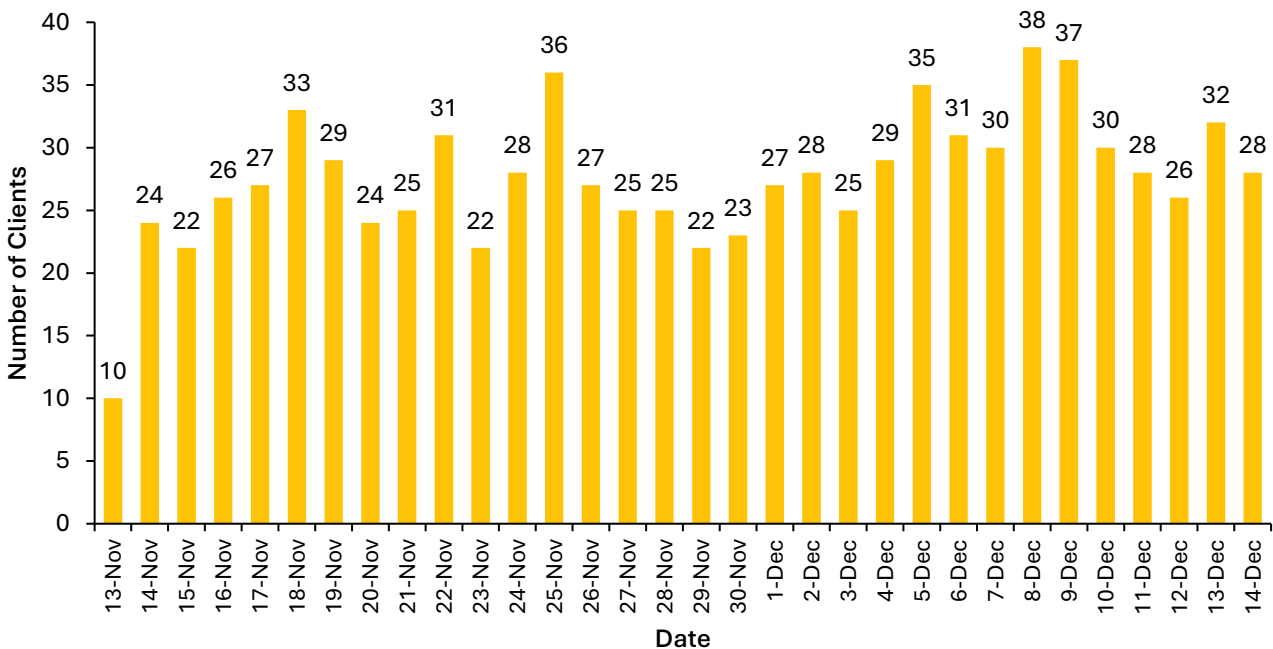


104 unique individuals have visited the 310 Hub to date



67% of unique clients have visited in **at least 2 different reporting weeks**
 15% of unique clients have made at least one visit in **all 5 reporting weeks**

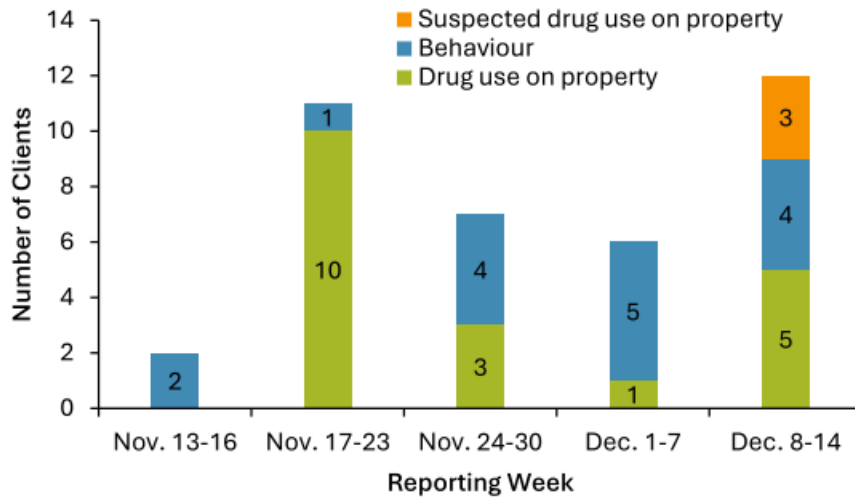
Number of Clients Per Day



310 Hub Report

Data Range: November 13, 2024 - December 14, 2024

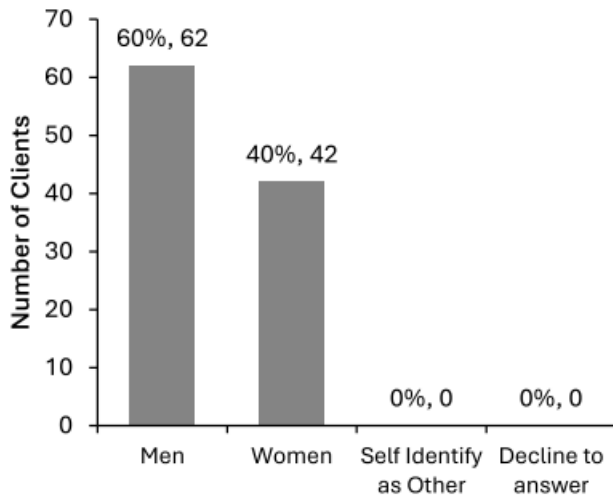
Service Restrictions by Reporting Week



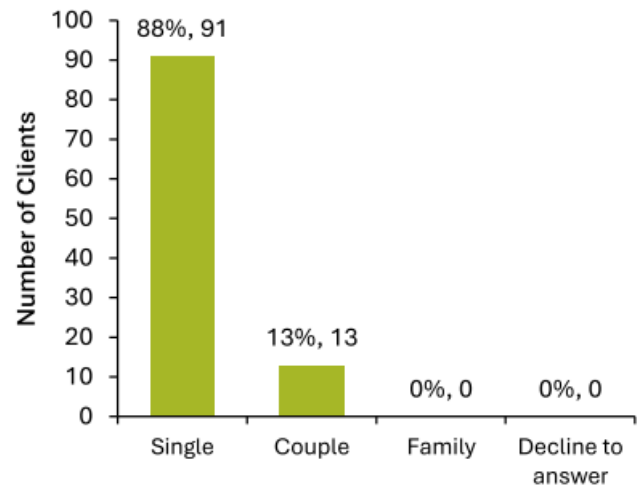
Overall, **38** service restrictions have been given

58% were related to drug use on property (including suspected), **42%** were related to client behaviour

Gender Identity Group



Family Structure

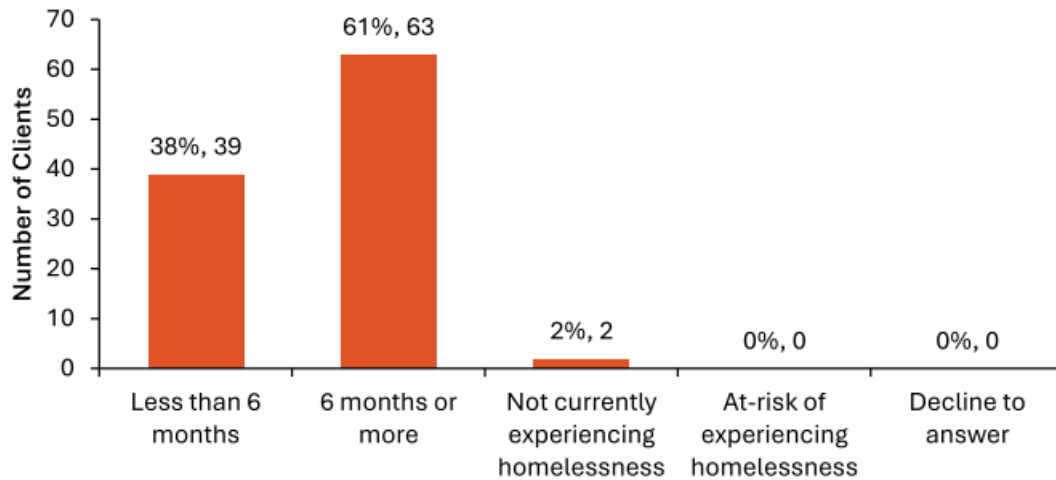


HPP Demographic Category	% Endorsing
Indigenous	13%
Veteran	1%
Person of Colour	3%
Person with a Disability	31%
LGBTQ+	0%
New Immigrant/Refugee	0%
Recent stay in a Provincial Institution	10%

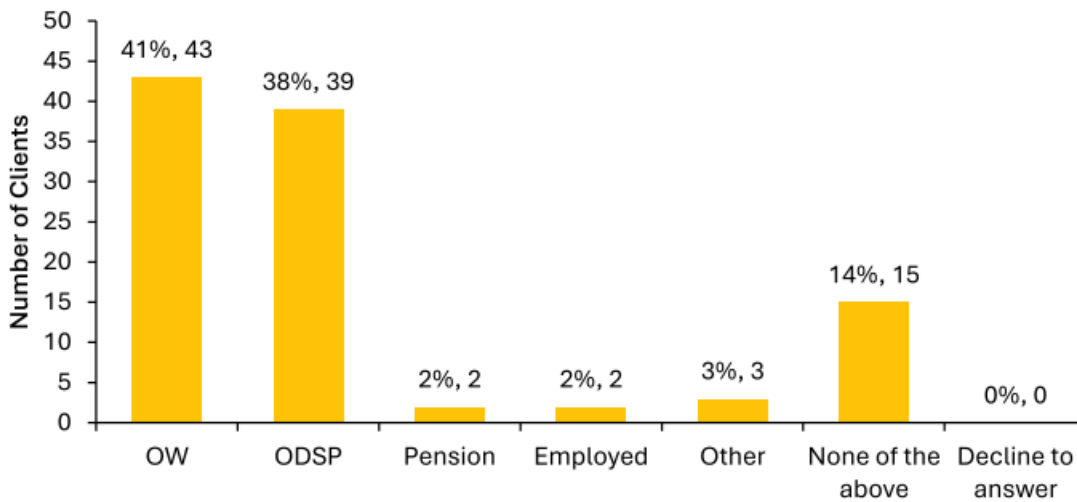
310 Hub Report

Data Range: November 13, 2024 - December 14, 2024

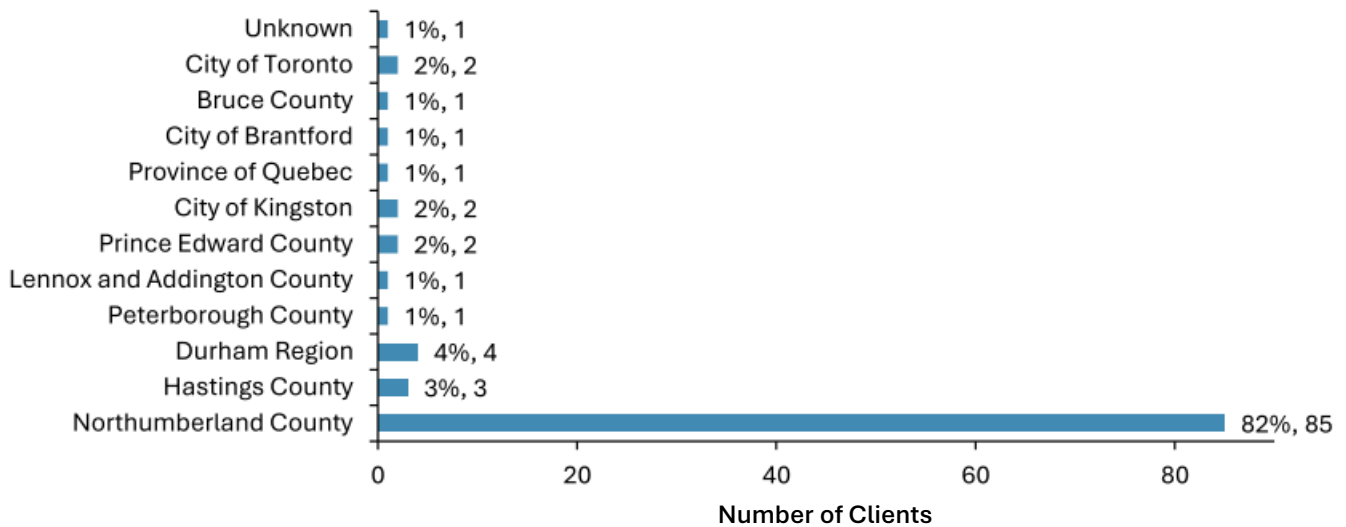
Length of Homelessness



Income Source



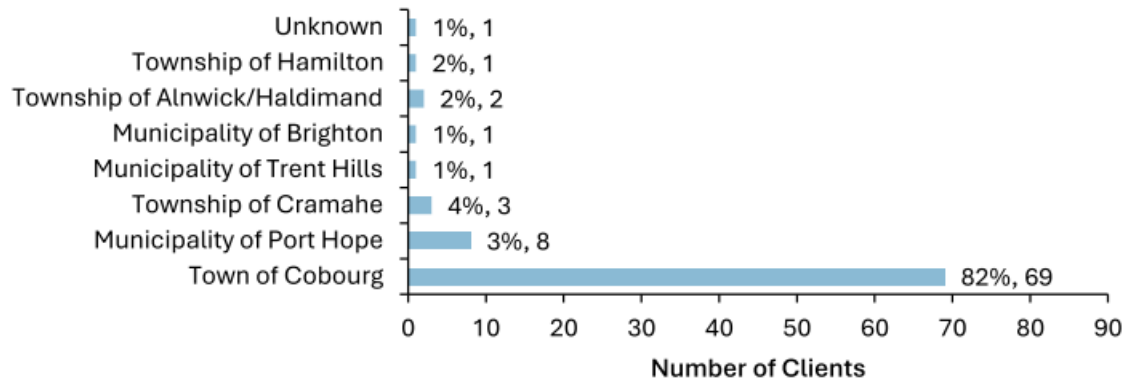
Upper Tier Location Affiliation



310 Hub Report

Data Range: November 13, 2024 - December 14, 2024

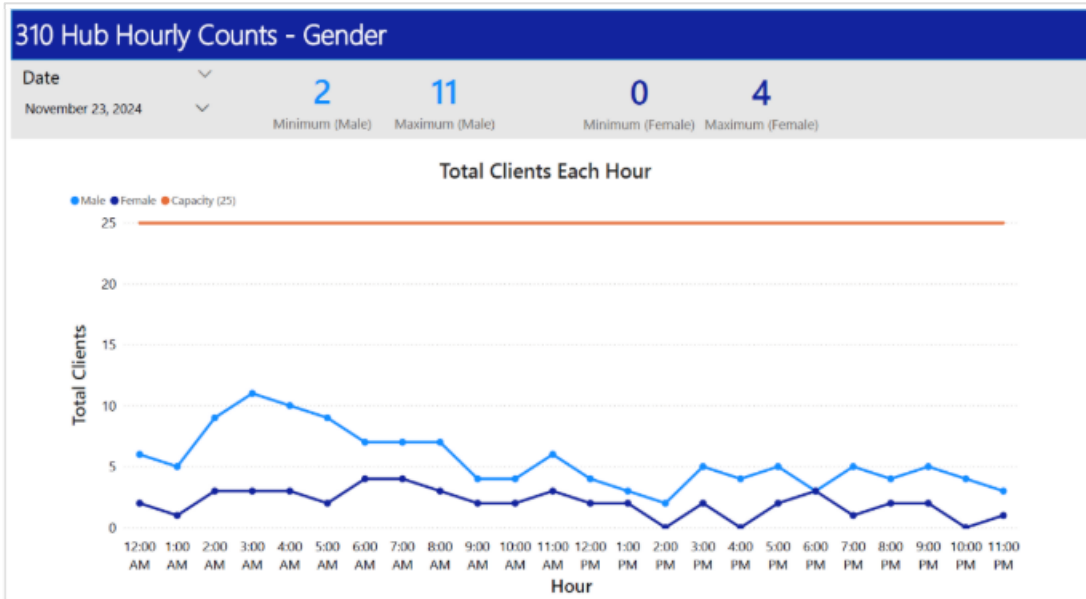
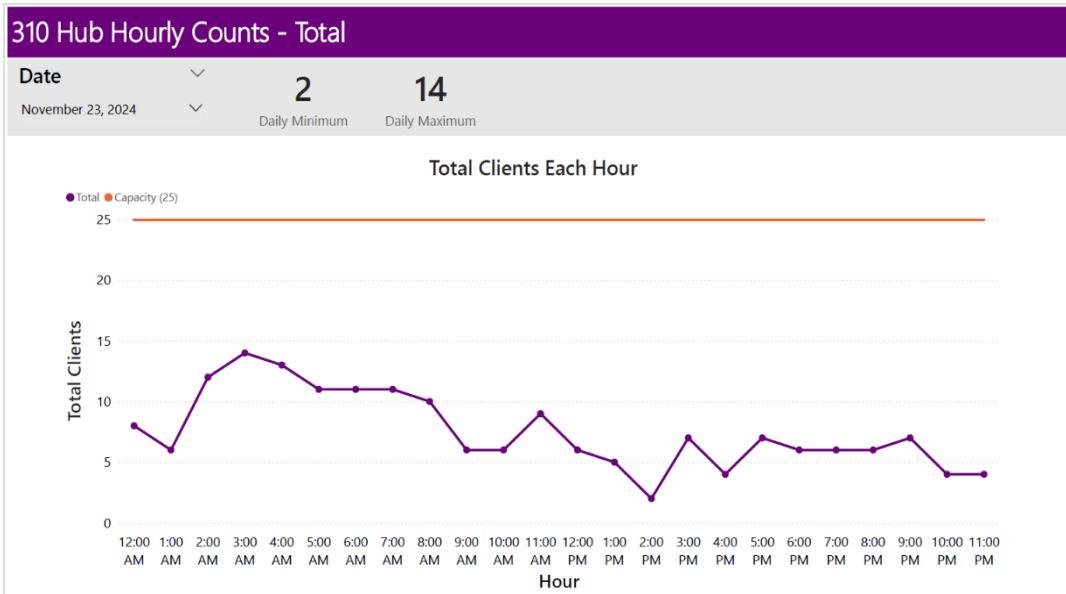
Lower Tier Location Affiliation



310 Hub Hourly Dashboard

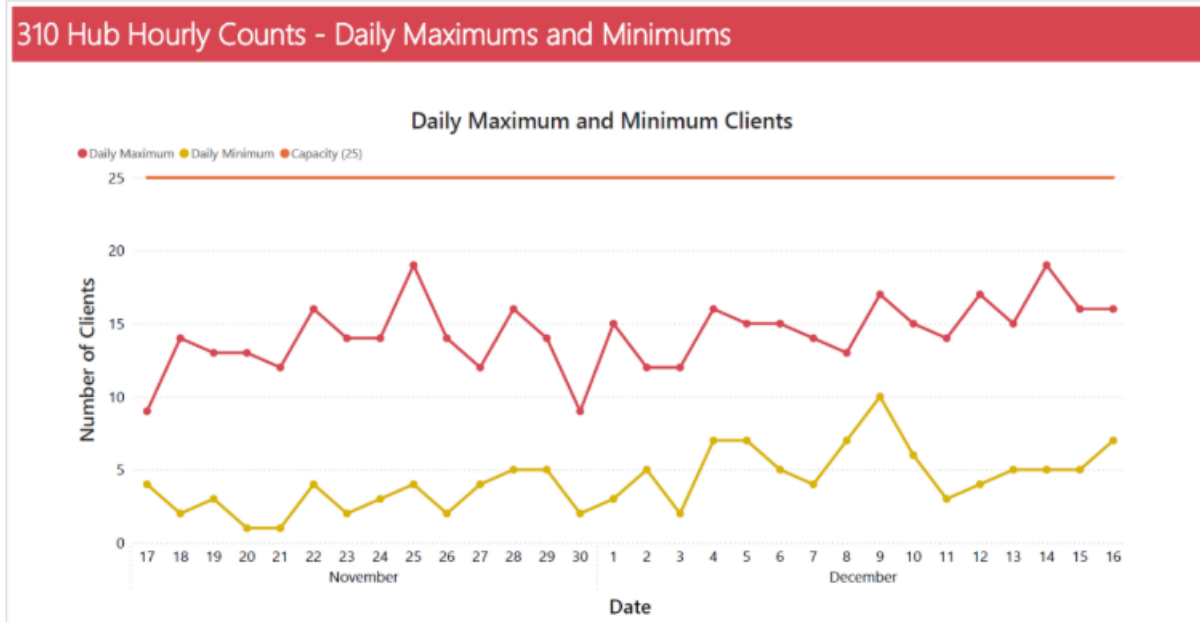
Data Range: November 17, 2024 - December 16, 2024

This dashboard summarizes hourly counts of Hub clients conducted by Transition House staff. This data provides a more detailed look at the number of clients attending the hub at any given time during a specific date of operation. In tracking daily usage of the 310 Hub, hourly data are available for each day. The first two figures below demonstrate an example of the data that can be pulled and is being tracked. The total number of clients at a given time on the figure can then be compared to the capacity of the Hub (25 clients; see figure reference line). The Gender page of the dashboard is structured similarly to the Total page, but with the data split by Hub client gender. The final page of the report, Daily Max and Min, shows the daily maximum and minimum number of clients reported at any given time during each day of operation. The highest daily maximum value was 19 clients (November 25), and the lowest daily minimum was 1 client (November 20 and 21). As can be seen on the Total and Gender pages of the dashboard, some days have missing data. This is likely the result of operational demands. Out of 720 hourly time bins, only 85, or 12% were missing values.



310 Hub Hourly Dashboard

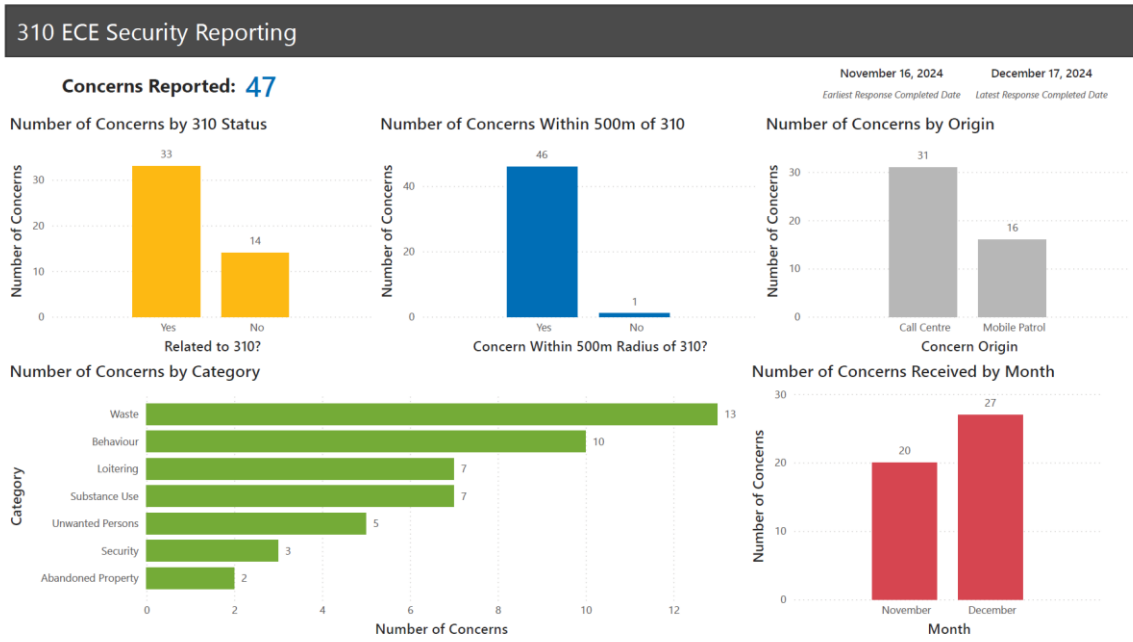
Data Range: November 17, 2024 - December 16, 2024



ECE Security Reporting Dashboard

Data Range: November 16, 2024 - December 17, 2024

The ECE Security Reporting Dashboard summarizes information about concerns regarding compliance with the Town of Cobourg’s Emergency Care Establishment By-Law, and subsequent responses performed by security to address the concern. Reports from security to be compiled in this dashboard can originate from the call centre (e.g., after a resident has made a report), or proactively by security when on mobile patrol around the specified 500 metre radius of 310 Division Street. As of December 17, 47 concerns had been reported. Most concerns originate from the call centre (66% of concerns), and nearly all were located within the 500 metre radius of 310 Division Street (98%). Upon receipt or discovery by security (call centre or mobile patrol concerns, respectively) security determines whether the concern is related to 310 Division Street or not; 70% of concerns were determined to be related to 310, and 30% were not. Upon submission for analysis, the concern is categorized. Most concerns are related to waste (28%), behaviour (21%), and loitering and substance use (both 15%). There has been an increase in the number of concerns reported from November to December (note that each month contains approximately the same number of reporting days in the current analysis, so this is not due to number of days included). Given that the pattern of client visits per day is relatively stable (see 310 Hub Report), this increase may be due to increasing awareness of the ECE Compliance Reporting Procedure in the community.

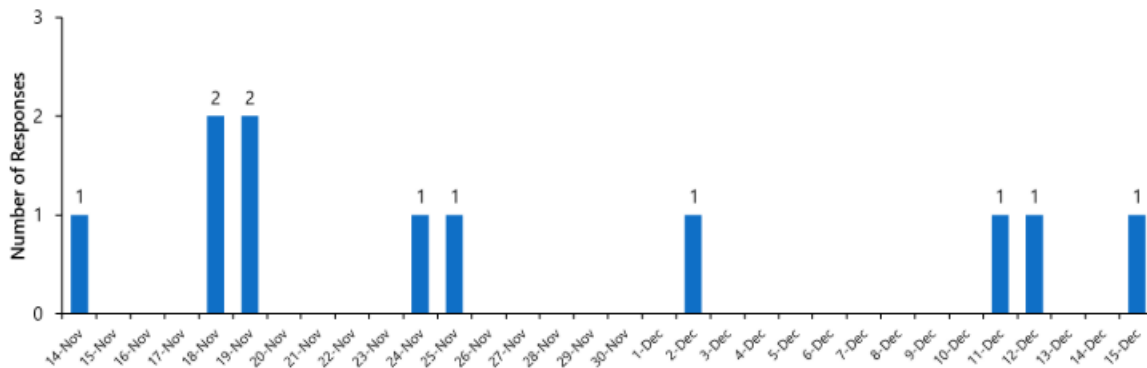


310 Paramedic Response Analysis

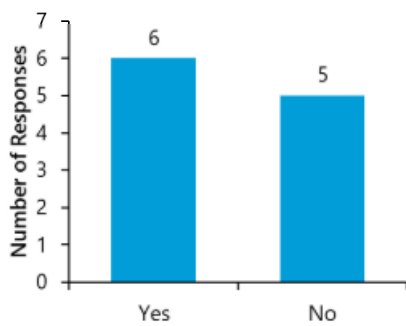
Data Range: November 14, 2024 - December 15, 2024

This report outlines an analysis of emergency responses made by Northumberland County Paramedics to 310 Division Street since the opening of the 310 Hub. A total of 11 Paramedic responses in relation to 310 Division were carried out from November 14 to December 15, 2024 (a span of 32 days). Just over half of all responses resulted in a client being provided transport (55%). Additionally, 55% of responses required an Allied Response (Police, Police and Fire). The concern reported for each response was categorized for analysis. Most responses were in relation to mental health/behavioural concerns (36%), 18% were for pain, and another 18% were for general symptoms. Only 1 response, or 9% of all Paramedic responses, were related to an overdose.

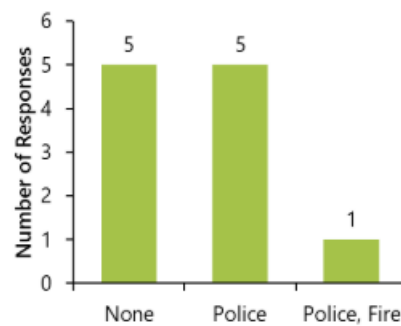
Paramedic Responses to 310 Divison Street



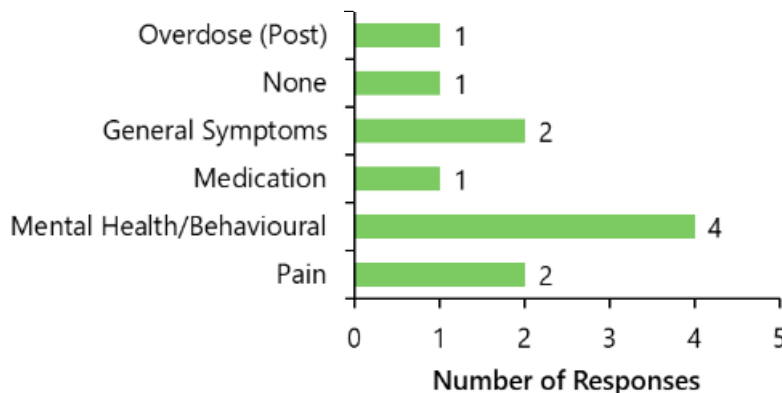
Transport Provided



Allied Response



Call Type Category



Attachment 2: Agreements with Transition House for 310 Division Street Operations

Service Agreements

On an annual basis, Northumberland County enters into service agreements with social service providers for delivery of homelessness prevention and response programming under the requirements of the provincially-funded Homelessness Prevention Program (HPP). These programs range from critical home repairs to street outreach, assistance in finding rental housing, rental subsidies and direct shelter delivery. Service agreements establish program and reporting requirements, minimum service standards and funding commitments. The funding of these agreements is predominantly provincial (through HPP), however over recent years, the levy investment in homelessness services has also increased.

Historically, agreements have been based on the County's fiscal year (January – December), however signing of agreements were typically postponed into the second quarter as the provincial funding allocations are not confirmed until at least the beginning of the provincial fiscal year (April – March). In 2024, HPP funding allocations and reporting requirements were not shared with Service Managers until May. As a result, agreements from the previous calendar year carry over on a month-to-month basis until funding is confirmed by the Province.

As one of eight homelessness response service providers funded by the County and HPP, Transition House is a key partner in the homelessness system response, however, funding levels and reporting requirements typically are confirmed and assessed at a system level across all providers to support holistic decision making for ensuring success and improvements in the homelessness system within a fixed amount of funding from the provincial government.

The amount of funding anticipated to be received under HPP in 2025/2026 is remaining the same as the allocation received in 2024/2025. All service providers are required to submit quarterly reports to the County as Service Manager, with the year-end report (quarter four) due on January 15 of each year. Ongoing program evaluation is completed on a quarterly basis as these reports are received and analyzed, with feedback provided to service providers as appropriate. During the first quarter of each County fiscal year (final quarter of provincial funding cycle), the Homelessness Services Division meets with all service providers to complete a final assessment of the program delivery, understand potential requests and needs of each provider. These proposals, in addition to the year-end data received is used by the Homelessness Services Division to determine programs requiring shifts in funding allocations and program priorities, which are then confirmed once the province confirms funding allocations and program and reporting requirements. Recognizing the differing fiscal years between the County and the Province, it is standard practice that agreements are signed retroactively to ensure approval of funding sources is received. To ensure no disruption in service,

agreements are carried forward on a month-to-month basis unless notice of a change is exercised.

Transition House

In 2024/2025, Transition House had 3 service agreements with the County:

1. Shelter Operations at 10 Chapel (including Motel Overflow)
2. Warming Hub (St. Peter's Anglican Church and transitioned to 310 Division in November)
3. Family Diversion Program (Please note that this program has not been impacted by the purchase of 310 Division Street)

In 2025/2026, the County is moving forward with a combined service agreement for operations at 310 Division Street (Shelter Operations and Warming Hub). Recognizing that the 2024/2025 shelter operations service agreement is different from the new shelter services at 310 Division Street, the County and Transition House executed an interim service agreement on January 15, 2025 to provide a clear understanding of requirements between the approval of the 2025 County budget and the confirmation of the 2025/2026 HPP funding allocation and programming/reporting requirements.

The anticipated annual value of the 2025 service agreement with Transition House is \$1,208,094.60. This represents a 4.68% increase over the cost of the same sheltering services in 2024 (emergency shelter, warming hub, motel overflow). In accordance with the recommendations made in the Vink Report, it is important to note that this incremental cost increase has resulted in a substantial increase in service levels for the community. These increased services include:

- Provision of additional sheltering spaces in the community
- Addition of sheltering spaces that address common barriers of shelter users in a safe and dignified manner including (physical accessibility, pets, couples)
- Increase of warming/cooling space from six months to twelve months
- Increase of warming/cooling space from overnight only to 24/7 hours
- Addition of community resource space for client access
- Addition of private office and assessment space for partner agency access, including Community Paramedicine, Northumberland Hills Hospital and Northumberland County Outreach
- Addition of pet-friendly shelter spaces (from zero in 2024)

In addition to the operational costs incurred by Transition House, further sheltering costs to be incurred by the County are a result of adding 24/7 security onsite, compliance with the Town of Cobourg's Emergency Care Establishment (ECE) by-law, and asset management requirements as a result of the County retaining ownership of 310 Division Street (major capital repairs and standard landlord costs such as building insurance, landscaping and snow removal). The County will also be operating the transitional housing units on the fourth floor of 310 Division Street which will require the County to pay a portion of utilities and garbage disposal, anticipated to be partially offset by the

revenue from the transitional housing co-pay (note: costs and revenue associated with the transitional housing units are not included in this breakdown). Outside of specific budget items approved by Council separately in 2024 (ECE compliance and 24/7 security) it is anticipated that these costs will be covered by the existing homelessness services budget. Full shelter costs will be reviewed following the first year of operations. The breakdown of cost differentials between 2024 and 2025 for sheltering services is outlined below:

Sheltering Costs	Total Costs - 2024	Transition House Managed Funds - 2024	County Managed Funds - 2024	Costs for Consolidated Services at 310 Division – 2025
Emergency Sheltering	\$606,000	\$606,000		
Warming Hub ¹	\$432,880	\$90,000	\$342,880	
Motel Overflow	\$115,200	\$115,200		
Consolidated Services – 310 Division Street				\$1,208,094
TOTAL	\$1,154,080	\$811,200	\$342,880	\$1,208,094²
Percentage Change				4.68% increase over 2024 costs
Additional cost based on Council Direction incurred by the County				
Building Owner Costs ³ – building insurance and outdoor maintenance				\$27,000
ECE Compliance				\$587,700
24/7 Security Onsite				\$400,000
Total Council Cost				\$1,014,700

¹ Note: Warming Hub data is based on a ‘season’ of service – September 2023 to May 2024 (service available October 2023 to April 2024).

² Note: Within the Operating Budget of Transition House, a \$101,241 annual licensing fee is included. While this is included in the operating budget, this cost is directly managed by the County as landlord (payment of utilities, waste disposal and capital repairs).

³ Note that additional landlord expenses include major capital repair and building envelope maintenance, this is embedded in the occupancy licensing fee captured within the Transition House 2025 Consolidated Agreement (estimated at \$62,000 annually)

For a detailed breakdown of increased service levels, please see below:

Homelessness Response Service Levels	Previous System (annualized)	310 Consolidated System	Percentage Increase
Emergency Sheltering Spaces ⁴	Varied: 17 spaces 29 spaces	35 spaces	105.88% 20.69%
Warming Spaces	20 spaces (October 2023 – April 2024, overnight only)	20 spaces (24/7, 365 days a year)* with ability to increase to 25 based on needs and staffing level	25%* if spaces increased based on needs and staffing level
Days of Available Warming Space (Annually)	197 in 2023-2024 season	365	85.28%
Hours of Available Warming Space (Daily)	12	24	100%
Space-Hours per Year	301,320	481,800	59.90%
Cooling Spaces	0 spaces	20 spaces	New Service
Community Resource Space	0	1	New Service
Pet-friendly Shelter Spaces	0	4	New Service
Shelter Spaces to Accommodate Couples	0	35	New Service
On-site Assessment and Agency Spaces	0	1	New Service
Accessible Shelter Facilities	0	1	New Service

For a comparison of an estimated cost per available sheltering space in the previous shelter system (10 Chapel, Warming Hub and Motel Overflow) to the consolidated sheltering system at 310 Division Street, please see below:

⁴ The reason for the variance in the number of shelter spaces is a result of the reduction in Transition House's capacity in 2024 at 10 Chapel from 22 beds to 10 beds.

Average cost per available sheltering space	Former System– Number of available spaces	Former System – Cost per Space - Hour per Year	310 Division– Number of available spaces	310 Division– Cost per Space - Hour per Year	Percentage Change from 2024-2025
Base Shelter Services (including warming services)	34	\$3.83	55	\$2.51	-34.47%
Base Shelter Services + ECE/Security (note no additional ECE/Security costs in former system)	34	\$3.83	55	\$4.61	20.37%

As a significant contributor within the homelessness system, the County has ensured there is strong oversight and accountability over Transition House with the shelter operations, which has increased with the purchase of 310 Division Street. The County has regular meetings and conversations with Shelter leadership (both staff and Board) to ensure Transition House is compliant with HPP requirements and is working collaboratively with the homelessness system. Transition House reports quarterly to the County on financial expenditures and program outcomes.

Since the purchase of 310, additional oversight has been put in place including an Occupancy Licensing Agreement (Attachment 1A) in addition to the Service Agreement (Attachment 1B). There will be minor amendments to the Occupancy Licensing Agreement because of changes made during the implementation period.

Further, a Community Liaison Committee has been established to support the successful integration of 310 Division Street into the neighbouring community and the County is in the process of hiring an Emergency Care Establishment (ECE) Compliance Coordinator which will support the County’s oversight and accountability to the Town of Cobourg’s ECE By-law. In addition, the County is planning a shelter review for 310 Division Street as part of a broader feasibility study of sheltering service needs following the operationalization of 310 Division Street.

OCCUPANCY LICENCE AGREEMENT

THIS LICENCE AGREEMENT is made as of the 15 day of October, 2024

BETWEEN:

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

- and -

TRANSITION HOUSE COALITION OF NORTHUMBERLAND
(hereinafter called the "Provider")

WHEREAS:

- A. The County and the Provider have agreed on terms pursuant to which the Provider will operate a shelter in the Town of Cobourg, County of Northumberland, to be located on lands owned by the County municipally known as 310 Division Street, Cobourg, Ontario and legally described in Schedule "A" (the "Property");
- B. The Parties set out their objectives in a Memorandum of Understanding dated June 7, 2024 (the "MOU"), the terms of which are to be captured in two Definitive Agreements:
 - i) This Agreement, which grants a license to use of the Property, access to the Property, repair and maintenance obligations and the other matters set out below; and
 - ii) A Service Agreement, which describes in more detail the shelter services to be provided by the Provider and the funding obligations of the County with respect to those services, among other things (the "Service Agreement");
- C. The County intends to complete, or is in the process of completing, renovations on the Property for the purpose of configuring the Property to be used as a low-barrier shelter (the "Renovations");
- D. The Parties wish to set out the terms of their agreement in this Agreement.

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the covenants and agreements between the County and the Provider (individually the "Party" and collectively the "Parties" to this Agreement) contained in this Agreement and the exchange of Two Dollars (\$2.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby confirm the veracity of the foregoing recitals and agree as follows:

ARTICLE 1 – DEFINITIONS AND SCHEDULES

1.1. In addition to italicized terms defined throughout this Agreement, the following definitions apply herein:

- (a) "Agreement" means this agreement and all schedules attached hereto;
- (b) "Applicable Laws" means all applicable federal, provincial, county, municipal and other governmental laws, regulations, by-laws, ordinances, orders, rules, directives and other requirements or guidelines now in force or which may be in force in the future, and, without limitation includes all laws relating to health and safety;
- (c) "Base Operating Requirements" means the basic operating parameters set out in Schedule "B" to this Agreement, many of which are derived from community consultation;
- (d) "Building" means the building on the Property;
- (e) "Business Day" means any day other than a Saturday, Sunday, statutory holiday in Ontario or day that banks are closed for business in Ontario;
- (f) "Claims" means all past, present and future claims, suits, proceedings, indebtedness, liabilities, obligations, losses, damages, penalties, judgments, costs, expenses, fines, disbursements, legal fees on a full indemnity basis and other professional fees and disbursements, interest, demands and actions of any nature or any kind whatsoever;
- (g) "Licence" means the rights of licence granted under section 2.1 hereof and as may

be amended, modified, or supplemented from time to time;

- (h) "*Provider's Representatives*" means the Provider, its representatives, agents, employees, officers, invitees and contractors and anyone for whom the Provider is at law responsible, or any of them;
- (i) "*County's Representatives*" means the County, its officers, employees, agents, representatives, servants, elected officials and appointed officials, or any of them;
- (j) "*Property*" means the lands municipally and legally described in Schedule "A" together with any buildings or improvements situated thereon from time to time;
- (k) "*Program Guidelines*" means the code of conduct, policies and orientation schedule developed by the Provider, in consultation with the County for the occupants of the Shelter; and
- (l) "*Shelter*" means the low-barrier shelter space owned by the County and operated by the Provider located at the *Property*, together with a 24/7 drop in hub model".

1.2. The following Schedules form part of this License:

Schedule "A" – Municipal Address and Legal Description;

Schedule "B" – Base Operating Requirements

ARTICLE 2 - LICENCE AND USE

- 2.1 The County grants to the Provider a non-transferable right to use and occupy the *Property* during the *Term* subject to the terms and conditions in this Agreement (the "*Licence*");
- 2.2 The *Shelter* shall be named the "*Division Street Shelter*".
- 2.3 The Provider shall use the *Property* exclusively as a *Shelter*.
- 2.4 The Provider shall operate the *Shelter* free of discrimination on the basis of any if the protected grounds under the Ontario Human Rights Code and, without limiting the foregoing, in compliance with all Applicable Laws.
- 2.5 The *Licence* creates no right in or to the land and the *County* shall retain the title to the *Property* at all the times.
- 2.6 The *Licence* is conditional on the finalization and execution of the Service Agreement. The parties acknowledge that the Service Agreement has not been settled as of the date of this Agreement and that the *Licence* is not effective unless the Service Agreement is settled and fully executed on or before December 31, 2024. This condition may only be waived or amended by agreement among the parties.

ARTICLE 3- TERM AND TERMINATION

- 3.1 The term of the *Licence* shall be for 25 years (the "*Term*"), commencing when the *Property* is ready for occupancy following substantial completion of the Renovations. (the "*Commencement Date*").
- 3.2 The Renovations may be completed in phases such that the Provider shall be able to occupy part of the Building and then be subsequently be allowed to occupy other parts of the Building. The Term shall commence on the date that, with respect to any part of the Building, the Renovations are complete and there is no impediment under the Building Code to occupancy of the *Property*.
- 3.3 There is no right of renewal or extension.
- 3.4 The parties acknowledge that the Services Agreement contemplates the payment of funding on a year over year basis. In the event that funding is not renewed by the County, then this Agreement shall terminate on the last day for which funding has been granted. Notwithstanding the foregoing, in the event funding is not renewed by the County whether as a result of a lack of provincial funding or otherwise, either party may, prior to the date of termination request a meeting with the other to discuss alternative payment arrangements, on a good faith basis.

ARTICLE 4- LICENCE FEES

- 4.1 In consideration for the *Licence*, the Provider shall pay the County, without abatement, deduction or set off, the following amount monthly, in advance, throughout the *Term*: **TWENTY THOUSAND (\$20,000.00)** plus HST (*the "Licence Fee"*), commencing on the *Commencement Date*
- 4.2 The County may increase the Licence Fee on written notice to the Provider at any time prior to June 30, 2027, provided that it has completed building condition assessments ("BCA"s) and such BCA's demonstrate that the capital requirements of the Property will exceed the allowance the County has provided for capital replacement in the original License Fee. The amount of such increase in the License Fee is limited to the additional costs contemplated by the BCA.
- 4.3 The obligations of the Provider under this section 4.2 and 4.3 shall survive the expiry or earlier termination of this *Agreement* in respect of all amounts required to be paid during or in respect of the *Term*, until termination.

ARTICLE 5- ADDITIONAL PROVIDER'S OBLIGATIONS AND RESTRICTIONS

5.1 The Provider shall:

- (a) use, operate and maintain, at its sole cost and expense, the *Property* in a clean, tidy, well-ordered and safe condition and in a good and workerlike manner, free of hazards and accumulations of rubbish or debris, at a first-class level of repair (subject only to reasonable wear and tear), in compliance with *Applicable Laws*;
- (b) operate the *Shelter*, at its sole cost and expense, in compliance with the *Base Operating Requirements*, *Program Guidelines* and all *Applicable Laws*, including obtaining any necessary permits and licences that may be required for the Provider's use of the *Property* prior to commencing to operate the *Shelter*;
- (c) to be responsible for providing and paying for all aspects of the day-to-day operation of the *Shelter* at the *Property*, including but not limited to staffing, cleaning, waste removal, sanitation and maintenance and any and all costs and expenses related thereto;
- (d) to be responsible for all day-to-day repairs and regular interior and exterior maintenance of the *Property*. The foregoing is including but not limited to snow removal, waste removal, grass cutting, landscaping, and all other day to day maintenance and repairs of the *Property* in accordance with the actions of a prudent and reasonable owner and all applicable legal standards including but not limited to the Building Code Act, S.O. 1992, c.23, the Planning Act, R.S.O. 1990 and all applicable regulations, as well as Property Standards By-laws for the County, to the satisfaction of the County, acting reasonably;
- (e) be responsible for and pay for the cost of utilities related to operating the *Shelter*;
- (f) provide annual and quarterly reports to the County detailing the *Shelter* operations and more frequently at the request of the County;
- (g) The *Provider* shall develop *Program Guidelines* within ninety (90) days of the date of this *Agreement* for approval by the County, acting reasonably;
- (h) Except as otherwise set out herein, the Provider shall observe every covenant, representation and warranties in this *Agreement* at the sole expense of the Provider;
- (i) appoint a representative to the County to provide feedback and suggestions with respect to the Renovations; and
- (j) enter into an annual letter of agreement with the County outlining the terms of a fundraising campaign including an annual fundraising target, in collaboration with the County, which funds will be committed to operating the *Shelter*.

5.2 The Provider shall not

- (a) Use the *Property* as a safe injection site;
- (b) use the *Property* for any use other than operating the *Shelter* or as otherwise expressly consented to in writing by the County;

- (c) commence operation of the *Shelter* on the *Property* until all approvals, licences and permits required hereunder or by Applicable Laws have been obtained by the Provider at the Provider's expense; or
- (d) provide any key or other means of access to the *Property* or the *Shelter* to any person other than its authorized personnel;

ARTICLE 6- COUNTY'S OBLIGATIONS

6.1 The County shall:

- (a) pay all property taxes related to the *Property* during the *Term*;
- (b) be responsible for (in addition to the *Renovations*) any and all major repairs and renovations that are of a capital nature. For the purposes of this section, "major repairs" means repairs to the structure of the *Building*, being the footings, foundations, structural columns and beams, structural subfloors, bearing walls, exterior walls, windows, and roofs of the *Building*, as well as any building systems (being the heating, ventilating, air-conditioning, elevators, mechanical, plumbing, sprinkler, and drainage) (hereinafter collectively referred to as the "*Building Systems*"). For greater certainty, the County's obligations for major repairs that are of a capital nature shall include all costs associated with such major repairs and renovations;
- (c) have a reasonable time to complete such major repairs and renovations;
- (d) notify the Provider of any major repairs and renovations that are of a capital nature required; and
- (e) receive the suggestions and feedback of the Provider with respect to the *Renovations*.

6.2 The County agrees to abide by the *Base Operating Requirements* and *Program Guidelines* (once approved), to the extent as applicable.

ARTICLE 7- INSURANCE

- 7.1 Insurance Required: At all times during the *Term*, the Provider at its own expense shall take out and keep in full force and effect a general commercial liability insurance in an amount that is determined to be satisfactory by the County, which shall be no less than \$5,000,000 per occurrence.
- 7.2 Type of Insurance: The Provider shall name the County on the policy as an additional insured, and provide a waiver of subrogation in favour of the County and any other such reasonable insurance as requested by the County from time to time.
- 7.3 Approval of Insurers: All policies of insurance required to be taken out by the Provider shall be placed with insurers that are licensed in the Province of Ontario and in a form acceptable to the County, acting reasonably.
- 7.4 Notice of Material Change or Cancellation: Each policy shall contain an endorsement requiring the insurers to notify the County in writing, by registered mail, at least thirty (30) days prior to any material change that restricts or reduces the insurance required under this clause, or cancellation thereof.
- 7.5 Deductibles: The parties agree that insurance policies may be subject to deductible amounts, such amounts to be subject to the approval of the County and which amounts shall be borne by the Provider.
- 7.6 Failure to Maintain Insurance: The Provider shall promptly advise the County of any cancellation, material alteration or lapse of any policies of insurance required under this section. In the event of any such cancellation, material alteration or lapse, the County will consider the Provider to be in breach of terms and conditions of this *Agreement* and take whatever legal steps available to remedy the situation.
- 7.7 Increase in Insurance Premiums and Cancellation of Insurance: The Provider agrees that it, its employees, agents, occupants and invitees will not do or omit, or permit to be done or omitted anything which will cause any increase in the insurance premiums or the cancellation of any insurance policy. If any insurance policy should be cancelled or the coverage reduced or a threat of cancellation or reduction of coverage be made by reason of anything arising out of the use or occupation of the *Property* by the Provider, whether or not the first sentence of this subsection has been complied with, and if the Provider fails to remedy the condition giving rise to such cancellation, reduction or threat, upon ten (10) days' notice thereof by the County, the County may enter the *Property* and remedy the condition at the sole cost and expense of the Provider, which cost and/or expense shall be payable to the County forthwith on demand as *Licence Fees* owing and in arrears, and in addition or in the alternative, may exercise any other remedy available to it.

- 7.8 Evidence of Insurance: Upon execution of this *Agreement*, the Provider shall deliver to the County evidence of the insurance required hereby in the form of Certificates of Insurance, in form and detail satisfactory to the County, acting reasonably, signed by the insurer or an authorized representative of the insurer. Certificates of Insurance evidencing renewal or replacement of policies shall be delivered to the County ten (10) days prior to the expiration of the current policies, without demand having to be made therefor by the County.
- 7.9 Fire Protection Systems: The Provider shall permit the County to inspect the Provider's records relating to fire safety and compliance with the Ontario Building Code and Ontario Fire Code at any time upon forty-eight (48) hours' advance notice.
- 7.10 Provider's Personal Property: The Tenant is responsible for insuring its personal property at all times.

ARTICLE 8- INSPECTIONS

- 8.1 At all times and from time to time during the *Term* of this *Agreement*, the Provider shall permit the County, at any time upon reasonable notice to the Provider, or without notice in case of a real or perceived emergency, to carry out inspections of the *Property* to review the state of *Property*, and to ensure compliance with the terms of this *Agreement*, provided that, in so doing, the County shall not unreasonably disturb or interfere with the Provider's operation of the Shelter.

ARTICLE 9- RELEASE AND INDEMNITY

- 9.1 The Provider releases and shall at all times hereafter indemnify and save harmless the *County Representatives*, of and from any and all manner of *Claims* made or brought against, suffered by or imposed on the *County* and the *County's Representatives*, in respect of any loss, damage or injury (including property damage, personal injury, bodily injury and death) to any person or property directly or indirectly arising out of, resulting from, or sustained as a result of any and all of the following by the *Provider* or the *Provider's Representatives*:
- (a) the exercise of the *Licence* and any other rights in this *Agreement*;
 - (b) the breach of any warranty or the performance, breach or default in the observation of any covenant or agreement under this *Agreement*;
 - (c) the failure to observe *Applicable Laws*.
- 9.2 The Provider shall fully indemnify and save harmless the *County's Representatives* against and from all liens which may bind the *Property* resulting directly or indirectly from any act or omission of the *Provider's Representatives*, including claims under the *Construction Act* or any successor legislation, related to any work performed by or at the direct or indirect request of the *Provider's Representatives* at the *Property*, and shall at its own expense see to the removal from the registered title to the *Property* and/or the surrounding lands, by discharge or Order, of any claim for such lien or Certificate of Action in connection therewith, promptly and in any event within ten (10) days of being notified in writing by the County to do so, failing which the Provider may see to such removal and recover the expense and all attendant costs from the Provider as *Licence Fees* owing and in arrears.
- 9.3 The Provider shall pay to the County all the County's reasonable legal costs, on a solicitor-and-client basis, of all actions or other proceedings in which the County participates in connection with, or arising out of, any *Claim*, the obligations of the Provider under this *Agreement* or the use or occupation of the *Property* by the *Provider* or its authorized representatives.
- 9.4 The obligations of the Provider under this Article 12 shall survive the expiry or earlier termination of this *Agreement*.

ARTICLE 10 ASSIGNMENT AND NON-TRANSFERABILITY OF AGREEMENT

- 10.1 The *Provider* shall not assign, sublicense, charge, encumber or transfer, directly or indirectly, in whole or in part, this *Agreement*, grant any interest herein as security for any obligation, or permit any person, firm or corporation whatsoever to use any part of the *Property* without the written consent of the County, which consent may be arbitrarily or unreasonably withheld or delayed during the *Term*.

ARTICLE 11- DEFAULT AND TERMINATION

- 11.1 Each of the following occurrences shall constitute an "*Event of Default*":
- (a) the failure of the Provider to perform its obligations in respect of insurance under Article 8 of this *Agreement*;

- (b) the failure of the Provider to pay any *Licence Fees* as required under this *Agreement* on the date or dates appointed for the same;
 - (c) the expiry or termination of, or the failure of the Provider to obtain or maintain, any permits and licences required under any *Applicable Laws* to operate the *Shelter* from the *Property* in accordance with this *Agreement*;
 - (d) the Provider assigning, sublicensing or transferring the *Licence* or any interest in this *Agreement* or the *Property*;
 - (e) the Provider doing or permitting anything to be done which causes or threatens to cause the cancellation of any insurance required under this *Agreement*;
 - (f) the Provider abandoning or vacating the *Property*; provided that if the *Licence Fees* hereunder are overdue and the *Property* is vacant, it shall be deemed that the Provider has abandoned the *Property*;
- 11.2 Upon:
- (a) the occurrence of an *Event of Default*, or
 - (b) any other failure of the Provider to observe any covenants or agreements which the Provider is to observe under this *Agreement*, provided that the County first gives the Provider Ten (10) days' written notice of any such failure and the Provider within such Ten (10) day period fails to commence diligently and thereafter to proceed diligently and continuously to cure any such failure to observe any such covenant or agreement (unless the default requires a longer time to rectify, in which case the rectification period shall be extended to permit such rectification as long as the Provider is expeditiously pursuing such rectification),

the County shall have the following rights and remedies, which are cumulative and not alternative, and which the County is not obligated to exercise, without prejudice to any other rights the County has pursuant to this *Agreement* or at law, and without prejudice to the County's right to recover any arrears of the *License Fees*, other amounts owing to the County hereunder, or damages for any default by the Provider hereunder:

- (i) to re-enter the *Property*, and/or to terminate this *Agreement* without notice or compensation to the Provider and without liability to the County;
 - (ii) to remedy or attempt to remedy any default of the Provider under this *Agreement* for the account of the Provider and to enter upon the *Property* for such purposes; the *County's Representatives* shall not be liable to the Provider for any loss, injury or damage caused by acts of the County in remedying or attempting to remedy such default and the Provider shall pay to the County all expenses incurred by the *County's Representatives* in connection with remedying or attempting to remedy such default; and
 - (iii) to recover from the Provider all *Claims*, including *Licence Fees* then owing, incurred by the *County's Representatives* as a result of any *Event of Default*.
- 11.3 Cross-Default: The termination of this *Agreement* shall be deemed to terminate the *Licence* granted hereby. A default by Provider under this *Agreement* shall also constitute a default under the *Service Agreement*, and vice-versa.
- 11.4 Costs: The Provider shall pay to the County all *Claims* (including all legal fees on a solicitor and his own client basis) incurred by the County in enforcing the terms of this *Agreement* or any matter or thing which is the obligation of the Provider under this *Agreement*.
- 11.5 Operating License. The Parties acknowledge that pursuant to a current by-law of the Town of Cobourg, each party may be required to obtain a licence from the Town of Cobourg with respect to the Shelter on or before **December 31, 2024** (the "**License Outside Date**"). The Parties acknowledge that they will either use commercially efforts to obtain such licences, or (at each of their discretion respectively), take reasonable steps to exempt the Shelter from the requirement for a license or otherwise remove such requirement or confirm to the mutual satisfaction of the Parties that no such requirement applies to the Shelter. In this regard the parties agree more specifically that:
- (a) If the Provider is unable to obtain a license to operate the Shelter from the Town of Cobourg on or before the **License Outside Date**, then the following shall occur:
 - (i) either party may terminate this *Agreement* by providing written notice to the other and twenty one (21) days following the delivery of such notice, the Provider shall be deemed to be in default such that an *Event of Default* shall be deemed to have occurred, entitling the County to enforce its rights pursuant to this *Agreement*
 - (ii) prior to the receipt of such notice, both parties shall, prior to terminating the

Agreement, and so long as the Provider and/or the County (as the case may be) is working with the Town to obtain such license, work collaboratively to satisfy the requirements of the Town of Cobourg, provided that this section will not require the dedication of the County's resources;

- (b) If the County is unable to obtain a license to own the Shelter from the Town of Cobourg on or before the Licence Date, then the following shall occur:
 - (i) The County may terminate this Agreement by providing written notice to the Provider twenty one (21) days following the delivery of such notice, the Provider shall be deemed to be in default such that an Event of Default shall be deemed to have occurred, entitling the County to enforce its rights pursuant to this Agreement
 - (ii) prior to the receipt of such notice, both parties shall, prior to terminating the Agreement, and so long as the Provider and/or the County (as the case may be) is working with the Town to obtain such license, work collaboratively to satisfy the requirements of the Town of Cobourg, provided that this section will not require the dedication of the County's resources;

ARTICLE 12- CONVEYANCE OF LAND BY THE COUNTY

- 12.1 The County shall have the right to transfer the ownership of the *Property* to any other entity, provided such purchaser agrees to assume the responsibilities of the County pursuant to this *Agreement*. On transfer of ownership, the new owner of the *Property* shall enter into an assumption agreement with the County with regards to this *Agreement* and upon execution of such assumption agreement, the County shall be released from all the obligations herein. The County shall provide notice of such assignment to the Provider.

ARTICLE 13- ANNOUNCEMENT

- 13.1 Both the *Parties* shall collaborate with each other on any public announcements to be made regarding the *Shelter*.

ARTICLE 14- NOTICE

- 14.1 All notices, consents, approvals or other communications permitted or required to be given under this *Agreement* (collectively, "*Notices*") shall be in writing, shall not be unreasonably withheld or delayed unless otherwise specifically provided for in this *Agreement*, and shall be: personally delivered; sent by prepaid registered mail (except during a postal disruption or threatened postal disruption); or sent by facsimile, in each case to the applicable address set out below:

in the case of the Provider to:

**10 Chapel Street,
Cobourg, ON K9A 1H9
Attention: Ike Nwibe**

in the case of the County to:

**555 Courthouse Road
Cobourg, ON K9A 5J6
Attention: Rebecca Carman**

- 14.2 Any *Notice* shall be deemed to have been validly and effectively given and received: if personally delivered, on the date of delivery; if sent by prepaid registered mail, on the third (3rd) Business Day next following the date of mailing, provided, however, that during any postal disruption or threatened postal disruption, delivery shall be in person; and if sent by facsimile, on the Business Day next following the day on which it was sent.
- 14.3 Either party hereto may from time to time change its address for the purpose of this section by *Notice* to the other party in accordance with this section.

ARTICLE 15- INTEREST ON OVERDUE ACCOUNTS

- 15.1 All amounts payable to the County under this *Agreement* will bear simple interest at the rate of 1.25% per month (15% per year) (the "*Default Rate of Interest*"). Interest will be calculated and payable from and including the day after the day the amount is due until payment in full of the overdue amount is received by the County. Interest will be calculated only on the principal amount outstanding from time to time, and interest charges will not be added to the outstanding principal amount for purposes of calculating interest. Payments received by the County will be applied first to outstanding interest charges and the balance (if any) will be applied to the outstanding principal amount.

ARTICLE 16- NO WAIVER

- 16.1 No condonation, excusing or overlooking by the County of any default, breach or non-observance of any of the Provider's obligations under this *Agreement* at any time or times shall affect the County's remedies or rights with respect to any subsequent (even if by way of continuation) default, breach or non-observance.
- 16.2 No waiver shall be inferred from or implied by anything done or omitted by the County.
- 16.3 Any written waiver by the County shall have effect only in accordance with its express terms.

ARTICLE 17-INTERPRETATION

- 17.1 Fettering of Discretion- Provider hereby acknowledges and agrees that nothing in this *Agreement* is intended to fetter, nor shall it be construed or interpreted as to fetter, any discretion or authority of the council for the County which authorized this *Agreement* on behalf of the County or any successor council thereto. Without limiting the forgoing, Provider acknowledges that they will not receive any special planning, building or financial consideration by virtue of having entered into this *Agreement* or by virtue of the existence of this *Agreement*.
- 17.2 Construing Licence. Nothing in this *Agreement*, nor any conduct of the parties, shall create any relationship other than that of County and Provider and the County shall not be deemed to be a partner of the Provider in the conduct of the operating the *Shelter* or a joint venture with the Provider or the landlord of the Provider.
- 17.3 No Interest in Land. This *Agreement* does not create any right, title or interest in *Property* which contain the *Shelter* and the Provider shall not register any notice of this *Agreement* under the *Land Titles Act*, Ontario or the *Registry Act*, Ontario; the Provider acknowledges that any such registration in any event, shall be of no effect.
- 17.4 Enurement. This *Agreement* shall be binding upon and shall enure to the benefit of the parties and their respective successors and approved assigns.
- 17.5 Counterparts. This *Agreement* may be executed in counterparts, each of which shall be deemed an original and which, taken together, shall constitute one and the same instrument. Each counterpart of this *Agreement*, and any other document to be delivered by one or more parties under this *Agreement*, may be executed by electronic signature through a *County-Approved Electronic Signature Platform* (as defined below), or by handwritten signature delivered to the other party or parties by electronic transmission in PDF format. Any such electronic signature or handwritten signature delivered by electronic transmission shall be valid, binding and enforceable upon the party or parties so executing and/or delivering same electronically to the same extent and shall have the same legal effect as an original signature. If and when one or more parties hereto executes this *Agreement* by or through a *County-Approved Electronic Signature Platform*, then such party or parties shall, upon the request of another party hereto, be obliged to forthwith provide the requesting party with a certificate of completion or similar certificate produced or issued by such *County-Approved Electronic Signature Platform*, which confirms, verifies and/or validates the electronic signature of the party or parties so executing same electronically. For the purposes of this section, "*County-Approved Electronic Signature Platform*" means DocuSign Inc.'s electronic signing platform or any other similar secure electronic application or platform acceptable to the County in its sole and absolute discretion and "electronic signature" and "electronic" shall have the meanings respectively ascribed to such terms in the *Electronic Commerce Act, 2000*, S.O. 2000, c. 17, as amended.
- 17.6 Strict Performance. The Provider acknowledges that no failure or delay by the County in exercising any right, power or privilege under this *Agreement* shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any right, power or privilege hereunder.
- 17.7 Time of the Essence. Time shall be of the essence for this *Agreement* and for every part hereof and no extension or variation of this *Agreement* shall operate as a waiver of this provision.
- 17.8 Entire Agreement. This *Agreement* constitutes the entire agreement between the parties with respect to all of the matters herein and its execution has not been induced by, nor do either of the parties rely upon or regard as material, any representations or writings not expressly incorporated herein. This *Agreement* may not be amended or modified in any respect except by written instrument signed by each of the parties. Any schedules referred to in this *Agreement* are incorporated by reference and form part of the *Agreement*.
- 17.9 Headings for Convenience Only. The division of this *Agreement* into articles and sections is for convenience of reference only and shall not affect the interpretation or construction of this *Agreement*.
- 17.10 Governing Law. This *Agreement* shall be interpreted and enforced in accordance with the laws of the Province of Ontario and Canada.

- 17.11 Paramourty. It is agreed that where there is a conflict between the terms of this *Agreement*, the *Program Guidelines*, and the *Base Operating Requirements*, the order of precedence shall be as follows: this *Agreement*, the *Program Guidelines*, the *Base Operating Requirements*.
- 17.12 Gender. In this *Agreement* words importing the singular number shall include the plural and vice versa, and words importing the use of any gender shall include the masculine, feminine and neuter genders and the word "person" shall include an individual, a trust, a partnership, a body corporate, an association or other incorporated or unincorporated organization or entity.
- 17.13 Calculation of Time. When calculating the period of time within which or following which any act is to be done or step taken pursuant to this *Agreement*, the date which is the reference date in calculating such period shall be excluded. If the last day of such period is not a business day, then the time period in question shall end on the first Business Day following such non-Business Day.
- 17.14 Legislation References. Any references in this *Agreement* to any law, by-law, rule, regulation, order or act of any government, governmental body or other regulatory body shall be construed as a reference thereto as amended or re-enacted from time to time or as a reference to any successor thereto.
- 17.15 Severability. If any article, section, paragraph or other portion of this *Agreement* is determined to be unenforceable or invalid for any reason whatsoever, that unenforceability or invalidity shall not affect the enforceability or validity of the remaining portions of this *Agreement* and such unenforceable or invalid article, section or other portion hereof shall be severed from the remainder of this *Agreement*.
- 17.16 Further Assurances. The Provider shall execute, acknowledge and deliver or cause to be done, executed, acknowledged and delivered all such further acts, deeds, assignments, transfers, conveyances and assurances as may be required for the better carrying out and performance of all the terms of this *Agreement*.
- 17.17 Extended Meanings. In this *Agreement*:
- (a) each obligation of the County or the Provider, even though not expressed as a covenant, is deemed to be a covenant for all purposes;
 - (b) the expression "the Provider shall" means "the Provider covenants to and agrees with the County that it shall";
 - (c) the expression "the Provider covenants" means "the Provider covenants to and agrees with the County";
 - (d) the expression "the Provider acknowledges" means "the Provider acknowledges to and agrees with the County";
 - (e) the expressions "at any time" and "at all times" mean "at any and all times and from time to time";
 - (f) the expression "including" means "including without limiting the generality of the foregoing";
 - (g) the expression "observe" means "observe, perform, fulfill, comply with and discharge or any of them";
 - (h) the expression "incurred by" means incurred by, suffered by, sustained by, levied against or brought against.

[Signature page to follow]

IN WITNESS WHEREOF the parties have executed this Agreement.

EXECUTED this 10 day of ~~June~~ ^{October} 2024.

SIGNED, SEALED AND DELIVERED

) TRANSITION HOUSE COALITION OF
) NORTHUMBERLAND
)
) Per: [Signature]
) Name: Meaghan Macdonald
) Title: Chair of the Board
)
) Per: [Signature] c/s
) Name: Ike Nwibe
) Title: Executive Director

I/We have authority to bind the corporation.

EXECUTED this 15th October day of ~~June~~ 2024.

SIGNED, SEALED AND DELIVERED

) THE CORPORATION OF THE COUNTY
) OF NORTHUMBERLAND
)
) Per: [Signature]
) Name: Jennifer Moore
) Title: CEO
)
) Per: [Signature] c/s
) Name: MATTHEW NITSCH
) Title: TREASURER

I/We have authority to bind the corporation

Schedule "A"

Municipal Address and Legal Description

PIN: PIN 51099-0067 (LT)

Interest/Estate: Fee Simple

Legal Description: PT LT 9 BLK E PL CADDY (FORMERLY LT 16 CON A HAMILTON), COBOURG; PT LT 10 BLK E PL CADDY (FORMERLY LT 16 CON A HAMILTON) COBOURG AS IN CB134843; TOWN OF COBOURG

Municipal Address: 310 Division Street, Cobourg, Ontario

Schedule "B"
Base Operating Requirements

The Provider shall:

Community:

- (c) Develop *Program Guidelines* mandating compliance with local laws and bylaws for occupants residing in the *Shelter* to foster positive community engagement. This shall include developing coordinated access, intake procedures, and data collection techniques.
- (d) Collaborate with the County to devise a strategy for neighbourhood engagement, including:
 - (i) Participate in the implementation of a Community Liaison Committee with surrounding neighbours and the County, conducting at least quarterly meetings to address neighbours concerns and providing annual reports, it being agreed that there shall be one representative appointed by the Town of Cobourg who is employed by the Town of Cobourg, but who is not a member of the Council for the Town of Cobourg; and
 - (ii) Develop programming to support neighbourhood relations.
- (c) Provide annual and quarterly reports on Shelter operations to the County, and support the County in providing the same reports to the Town of Cobourg and other stakeholders as requested by the County;
- (d) Take reasonable measures to ensure the *Shelter* is maintained in accordance with the Property Standards By-law;
- (e) Remain actively involved in the County's homelessness system which includes participation in pertinent community events and committees, such as leadership forums, and collaborating on coordinated case management alongside other agencies providing support to the homeless population;
- (f) Promote equality, diversity, and inclusion. The Provider shall strive to create an environment where all the occupants and staff of the *Shelter* are treated fairly and respectfully, regardless of their background, identity, or characteristics and fostering a culture of belonging and acceptance. The Provider shall take measures conducive to creating a workplace free from harassment, abuse and discrimination.

Staffing and Services:

- (a) Deliver and/or coordinate "wrap around" services on site, such services being subject to change from time to time and shall be based on the needs of individual occupants.
- (b) Provide adequate staffing and train all the staff to meet the basic skills threshold required to work in a *Shelter*. In this regard, the Provider shall:
 - (i) Meet minimum staffing requirements; and
 - (ii) Deliver minimum staff training as required by the County.
- (c) Publish a phone number with staff answering 24 hours a day 7 days a week on a best effort basis;
- (d) Implement a code of conduct in compliance with Service Agreement and best practice standards that includes reminders to clients of good neighbour expectations;
- (e) Adhere to occupancy limits as established by appropriate authorities and as established in Service Agreement with the County;
- (f) Provide on-site security 24 hours a day 7 days a week for the first year, with funding from the County, with consideration of extension based on need and continued funding from the County;

Occupants:

- (a) Select occupants in accordance with the *Program Guidelines* agreed to with the County.
- (b) Have a pet policy for animals on site including maximum capacity and bathroom

facilities. The Town's pet by-law will be made available for reference to occupants.

- (c) Take reasonable measure to ensure occupants adhere to a code of conduct while at the *Shelter* and advise occupants of good neighbour expectations such as those codified in town by-laws such as nuisance related by-laws relating to noise.

Design Requirements:

- (a) Ensure residents utilize the designated smoking area in compliance with all applicable legislation and or by-laws. Ensure garbage and recycling facilities are managed in a manner consistent with Town By-Laws including appropriate enclosures and/or visual screening.
- (b) Provide appropriate space that is allocated for temporary storage of personal items that is distant and not obviously visible from public spaces.
- (c) Provide a 24 hour a day 7 days a week drop in respite centre that individuals are able to access to seek services and a safe space to stay out of the elements.
- (d) Implement such measures, policies, practices or other requirements of any and all accessibility standards to which Transition House may be subject to under the Accessibility for Ontarians with Disabilities Act, 2005, S.O. 2005, Chapter 11, (the "AODA") and its regulations and ensure that, if applicable, records of AODA training are maintained, including dates when training is provided, the number of employees and volunteers who received training and individual training records. Transition House shall ensure that this information will be made available, if requested by the County;
- (e) Operate and maintain the *Shelter* in accordance with the terms and conditions of the Service Agreement and in a good state of repair and fit for occupancy in the same manner as a prudent owner would do, subject to the repair and maintenance obligations of the County. Without limiting the forgoing, Provider shall be responsible for the repair and all regular interior and exterior maintenance of all components of the *Property*, including, but not limited to snow removal, grass cutting, fencing, shrubbery and landscaping, walkways, driveways, lighting, and the repair and maintenance of those components shall be in accordance with the actions of a prudent and reasonable owner and all applicable legal standards including but not limited to the Building Code Act, S.O. 1992, c.23, the Residential Tenancies Act, 2006, S.O. 2006, c.17, the Planning Act, R.S.O. 1990, c.P.13 and all applicable regulations, as well as Property Standards By-laws for the County, to the satisfaction of the County, acting reasonably;

Financial

- (a) Manage the *Shelter* in a fiscally responsible manner including ensuring that:
- (b) Ensure that a deficit is not incurred in any year without the approval of the County, which approval shall not be unreasonably withheld; and
- (c) Ensure that no expenditure is made which is of a material and excessive nature having regard to the normal practice for a similar project;
- (d) Ensure that all funding provided by the County for operations of a *Shelter*, respite centre and other related services at the *Property*, will not be used for any other purpose, including expenses for 10 Chapel Street, unless explicitly approved by the County.

Other:

- (a) Comply with *Shelter* standards as established and amended from time to time by the County;
- (b) Comply with Service Agreement for operations of programming at the *Property*.
- (c) On forty-eight (48) hours prior written notice, give the County free access to the *Property* and to such staff, documents, books, records and accounts as may be determined by the County, for the purpose of verifying compliance with the Service Agreement, it being agreed that Provider will identify any confidential information and, to the extent so required at law (including MFFIPA), the County shall maintain the confidence of such information;

THIS FUNDING AGREEMENT made as of this 1st day of January 2025

BETWEEN:

THE CORPORATION OF THE COUNTY OF NORTHUMBERLAND (the "County") and
TRANSITION HOUSE COALITION OF NORTHUMBERLAND (the "Provider")

WHEREAS:

- A. The County is authorized to provide funding for the delivery of certain community services, as outlined in Schedule "A" attached hereto;
- B. The County has accepted the Provider's proposal to provide certain services to the County as described in Schedule "B" of this Agreement, as may be amended from time to time;
- C. The County has authorized the Director of Community and Social Services to execute and deliver purchase of service agreements with providers to provide services that meet the objectives of the Community and Social Services Department; and
- D. The County has agreed to provide funding to the Provider to provide the services described herein.

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the mutual covenants herein and subject to the terms and conditions set out in this Agreement, the parties agree as follows:

1. SERVICES TO BE PROVIDED

The County hereby purchases from the Provider, and the Provider agrees to provide, the Services to the County for the Term on the terms and conditions set out herein. The Provider acknowledges and agrees that the Funding is solely for the purpose of funding the Provider's provision of the Services and may only be used for such purpose.

2. FEES FOR SERVICES

The County shall pay to the Provider, in full payment and compensation for the Services, subject to the approval of the Director, an amount not to exceed the Total Budget set forth in Schedule "B" to this Agreement, inclusive of any applicable taxes.

3. PAYMENT

The County shall pay to the Provider the amount or amounts set forth in but not exceeding the Total Budget set forth in Schedule "B" in accordance with the payment schedule in Schedule "B" and subject to any conditions specified therein that the Provider must satisfy prior to payment by the County.

4. TERM OF AGREEMENT

This Agreement will be in effect from the date first written above until **March 31st, 2025**, unless earlier terminated in accordance with the provisions of this Agreement. Notwithstanding the foregoing, unless either party gives notice of its intention to terminate this Agreement in accordance with the provisions thereof prior to the expiry of the Term, this Agreement shall automatically renew for an additional renewal term, terminating on the earlier of **March 31, 2026** or the date on which the parties enter into a new funding agreement (the "Renewal Term"), unless earlier terminated in accordance with the provisions of this Agreement.

5. TERMS AND CONDITIONS

The Provider agrees to comply with the "Funding Agreement – Standard Terms and Conditions" attached hereto which are incorporated into this Agreement and form part hereof.

6. SCHEDULES

The Provider agrees to comply with the terms of all Schedules to this Agreement. The Schedules attached hereto, which form part of this Agreement, are as follows:

- A. Legal Authority
- B. Provider's Particulars, Service Description, Budget & Payment Schedule
- C. Reporting and Service Evaluation requirements/schedule
- D. Funding Request and Reconciliation Form and reporting dates
- E. Quarterly Statistical Reporting Forms and reporting dates
- F. Additional provisions
- G. Service Standards

The County may amend the Schedules any time following the first Term on sixty (60) days prior written notice to the Provider. The parties may amend the Schedules at any time by mutual written agreement.

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

THE CORPORATION OF THE COUNTY OF NORTHUMBERLAND

Per: [Signature]
Name: Jennifer Moore
Per: [Signature]
Name: MATTHEW NITSCH

We have authority to bind the corporation.

TRANSITION HOUSE COALITION OF NORTHUMBERLAND

Per: [Signature]
Name: Meaghan Macdonald
Per: [Signature]
Name: Ike Nwibe

We have authority to bind the corporation.

1. DEFINITIONS

- 1.1 In this Agreement,
- a) **"Agreement"** means this Funding Agreement, the Funding Agreement Standard Terms and Conditions, and the attached Schedules which embody the entire agreement between the parties;
- b) **"Director"** means the Director of Community and Social Services for The County of Northumberland, or the Director's delegate;
- c) **"Funding"** means all amounts paid or payable by the County to the Provider pursuant to this Agreement.
- d) **"Material(s)"** means any equipment, food, appliances, supplies or chattels of any kind purchased by the Provider under this Agreement for use in the delivery of the Services and as more particularly described in Schedule "B" to this Agreement; and
- e) **"Services"** means the services provided by the Provider pursuant to this Agreement and as more particularly described in Schedule "B" to this Agreement.

2. SERVICES TO BE PROVIDED

- 2.1 The Provider represents and warrants that the Provider has the expertise, experience, and knowledge required to provide the Services pursuant to this Agreement and that the County is relying upon such representation and warranty in entering into this Agreement. The Funding shall only be used for the purpose of funding the Provider's provision of the Services.

3. FEES FOR SERVICES

- 3.1 The County shall pay to the Provider, in full payment and compensation for the Services, subject to the approval of the Director, an amount not to exceed the Total Budget set forth in Schedule "B" to this Agreement, inclusive of any applicable taxes. For greater certainty, if the Provider is exempt, on a full or partial basis from the payment of applicable taxes, the Total Budget shall exclude the amount, if any, of the applicable tax rebate or input tax credit to which the Provider is entitled. The Provider shall, as far as reasonable and practical take advantage of any applicable tax rebate or input tax credit that may be available to it. The payment hereunder is all inclusive of the County's contribution to the Services.
- 3.2 The Director may refuse payment or may approve only partial payment if the Services do not comply with the terms of this Agreement.

4. PAYMENT

- 4.1 The County shall pay to the Provider the amount or amounts set forth in but not exceeding the Total Budget set forth in Schedule "B" in accordance with the payment schedule in Schedule "B" and subject to any conditions specified therein that the Provider must satisfy prior to payment by the County.
- 4.2 Despite the provisions of Section 4.1, the Director shall, in the Director's sole discretion, be entitled to amend the terms of payment set out above.
- 4.3 The Provider agrees to notify the County of any errors or omissions with respect to payments made under this Agreement within thirty (30) days after payment is received. If the County agrees with the notice of error or omission, the parties will reconcile such payment within thirty (30) days of such notice. If the County notices that a payment error has been made at any time, the County shall notify the Provider and the parties shall reconcile the payment within thirty (30) days of the notice. In the event of any dispute, the Director's decision shall be final and binding.
- 4.4 It is further agreed and understood that in the event that the Provider does not spend monies paid by the County for the Services, the County may, in its sole discretion, require the Provider to refund such amounts as may be determined by the County.
- 4.5 The County reserves among all other rights and remedies available to it at law or equity, the right to recover payment in part or in full should the Provider breach its obligations under this Agreement.

5. REPORTING AND MONITORING

- 5.1 The Provider shall provide a report or reports to the County with respect to the Services in accordance with the timelines, reporting and evaluation requirements set forth in Schedule "C" to this Agreement, if applicable. Any such report must be in a form satisfactory to the Director. The report shall use such performance indicators and other criteria as provided by the County from time to time in order to measure the results. The report shall include but not be limited to a report on the implementation of the Services, observations as to successes, problems, concerns and any lessons learned, and the progress achieved (including targets reached) in carrying out the Services.
- 5.2 The Provider shall permit the County's designate to enter, at any reasonable time, a site at which the Services are provided to monitor and review from time to time the Provider's performance of the Services in order to ensure

that the Provider is performing in accordance with the terms of this Agreement and the County's requirements.

- 5.3 The Provider agrees to provide an updated business plan to the County with respect to the Services on a quarterly basis, and to meet with the County's representatives at least quarterly to discuss the delivery of the Services in efforts to ensure continued improvement and compliance with the Agreement. The Provider commits to reviewing its own delivery of the Services on an ongoing basis to evaluate and continually improve the effectiveness of the Services.
- 5.4 The Provider represents and warrants that it has the financial resources to deliver the Services and to perform its obligations hereunder. The Provider agrees to provide to the County each year with a copy of its annual year end financial statements, including income statement, balance sheet, and cash flow statement within 6 months of their year end.
- 5.5 The Provider further agrees to provide any additional information requested by the County from time to time to enable the County to assess the Provider's compliance with this Agreement.

6. RECORDS

- 6.1 The Provider shall maintain its financial and other records including without limitation any reports provided by the Provider to the County under this Agreement in connection with the Services in a manner satisfactory to the County. Such records shall be made available to the Director for review and/or audit upon reasonable notice to the Provider. The County shall be entitled to make copies of any of the Provider's records in connection with this Agreement. The Provider shall prepare and maintain its financial records in accordance with generally accepted accounting principles.
- 6.2 The Provider shall retain all records referred to in Section 6.1 for a minimum period of seven (7) years.
- 6.3 The Provider shall not dispose of any records respecting the Services without the prior consent of the County, which consent may be withheld at the sole discretion of the Director, or may be granted subject to such terms and conditions as the County may require.
- 6.4 The provisions of Sections 6.1, 6.2 and 6.3 shall survive expiration or termination of this Agreement.

7. INTELLECTUAL PROPERTY AND PHYSICAL ASSETS

- 7.1 **"Intellectual Property"** means copyright, computer software, data, designs, photographs, drawings, plans, videotapes, patents, trademarks, trade secrets and all related information concerning the Services.
- 7.2 Intellectual Property respecting the Services pursuant to this Agreement belongs exclusively to the Provider. The Provider shall and does hereby grant to the County an irrevocable and non-exclusive licence and right to use, translate, adapt, record by any means or reproduce, any and all work subject to copyright which is produced by the Provider in carrying out the Services. The licence granted under this provision shall be for the duration of the copyright.
- 7.3 The licence granted to the County under Section 7.2 includes:

- (a) the right to authorize the use of the work by any contractor engaged by the County solely for the purpose of performing contracts with the County; and
- (b) the right to distribute the work outside the County as it deems appropriate.

8. COMPLIANCE WITH LAWS

- 8.1 The Provider shall comply with all applicable federal, provincial, municipal or local laws, statutes, regulations and by-laws.
- 8.2 The Provider acknowledges that it is providing goods or services to, or interfacing with, the public on behalf of the County, with the result that in the performance of this Agreement the Provider is subject to the provisions of the *Accessibility for Ontarians with Disabilities Act* (the "AODA") and regulations. Accordingly, the Provider agrees to:
- (a) comply with the requirements of the AODA; and
- (b) Ensure that all of its employees, agents, volunteers or others engaged in the delivery of goods and/or services under this Agreement are trained in the AODA and regulations to the satisfaction of the County.
- 8.3 The Provider acknowledges and agrees that the County's provision of the Funding and the delivery of Services is governed by applicable laws and regulations, including but not limited to the statutes set out in Schedule "A", and that the Provider shall comply with all terms of said laws that apply to the delivery of the Services. The Provider further agrees that it will comply with all requests of the County to enable the County to comply with all applicable laws, and that the County will not be liable for any actions it must undertake to comply with said laws.

9. INDEMNIFICATION

- 9.1 The Provider shall, both during and following the term of this Agreement, indemnify and save harmless the County

(including its directors, officers, employees, agents, volunteers, members) for any and all costs, losses, damages, judgments, claims, demands, suits, actions, or any other proceedings made, brought or recovered against the County based upon, occasioned by, or attributable to anything done or omitted to be done by the Provider, and its directors, officers, employees, agents, volunteers, or anyone for whom the Provider is responsible at law, for or in connection with the provision of the Services.

10. INSURANCE

10.1 During the term of this Agreement or any renewal thereof, the Provider shall obtain and maintain in full force and effect, the following insurance coverage taken out with the insurance companies licensed to transact business in the province of Ontario and not otherwise excluded by the County's Purchasing and Risk Manager:

- a) Commercial general liability ("CGL") insurance, naming the County as an additional insured, with limits of not less than Five Million Dollars (\$5,000,000) inclusive per occurrence for bodily injury, death and damage to property and shall be maintained continuously from either commencement of the Services or the execution of this Agreement, whichever is sooner. Should this policy contain a general aggregate, the minimum acceptable aggregate shall be not less than Five Million Dollars (\$5,000,000). The CGL insurance shall include cross-liability and severability of interest clauses, non-owned automobile liability and standard contractual liability. Where the Provider is not providing a Workplace Safety and Insurance Board Clearance Certificate, Employers Liability and Voluntary Compensation insurance is required.
 - b) The County shall accept in place of the insurance coverage listed in section 10.1(a), a combination of primary liability limits and umbrella insurance or excess liability limits which meet the CGL coverage and general aggregate limits noted above.
 - c) Standard owner's form automobile liability insurance in respect of licensed vehicles which shall have limits of not less than Two Million Dollars (\$2,000,000) inclusive per occurrence for third party liability and accident benefits insurance and covering licensed vehicles owned or operated by or on behalf of the Provider.
 - d) If any persons providing Services under this Agreement are acting in a professional capacity then confirmation of Professional liability insurance is required. This limit for this coverage shall not be less than Two Million Dollars (\$2,000,000) per claim and shall be in a form acceptable to the County's Purchasing and Risk Manager.
 - e) Where the Provider is a corporation with a Board of Directors, Directors' & Officers' Liability insurance is required which shall have limits of not less than One Million Dollars (\$1,000,000) per claim and shall be in a form acceptable to the County's Purchasing and Risk Manager.
- 10.2 The Provider shall provide proof of such insurance coverage to the County prior to or upon execution of this Agreement on a Certificate of Insurance form. Each policy shall be endorsed to provide the County, and each additional or named insured with not less than thirty (30) days' written notice in advance of any cancellation, change or amendment restricting coverage. Where the policy does not so provide, the Provider shall be obligated to provide each additional or named insured with not less than thirty (30) days written notice in advance of any cancellation, change or amendment restricting coverage.
- 10.3 Insurance coverage shall include cross-liability and severability of interest clauses of standard wording, and shall name the County as an additional insured with respect to any claim in respect of the Provider's provision of Services under this Agreement.

11. TERMINATION OF AGREEMENT

- 11.1 If the Provider fails to comply with or is in violation of any of the provisions of this Agreement, as determined by the Director, the Director may, in the Director's sole discretion, terminate this Agreement upon thirty (30) days' notice in writing to the Provider, or alternatively, the County may require the Provider to take remedial action to rectify or improve its performance, as required by the Director, in the Director's sole discretion.
- 11.2 Notwithstanding Section 11.1, the Director may in the Director's sole discretion and for any reason whatsoever, determine that this Agreement should be terminated, and such termination shall take effect upon thirty (30) days' notice in writing to the Provider of the Director's decision to terminate this Agreement.
- 11.3 On receipt of notice of termination from the County, the Provider shall perform no further Services other than those reasonably required to complete the Services then in progress as determined by the County, and shall forthwith forward to the County any and all records, files, reports, data, documentation or information in the possession of the Provider relating to the Services provided.
- 11.4 The County shall pay all reasonable costs incurred by the Provider up to the date of termination less any costs incurred

by the County in re-procuring and completing the Services where the termination is for cause. In no event, however, shall the Provider be paid any amount, in part or in total, which exceeds the total fees for Services as set out in Section 3.1 of this Agreement.

11.5 Despite Sections 11.1 through 11.3, inclusive, the County may without notice, terminate this Agreement if:

- (a) a petition for an order of relief under any applicable bankruptcy code or any amendment or successor thereto is filed against the Provider, and is not discharged or dismissed within thirty (30) days thereafter;
 - (b) the Provider becomes bankrupt or voluntarily seeks relief from creditors under any applicable bankruptcy code or other legislation of like or substantially similar effect;
 - (c) a receiver, receiver-manager, trustee or other similar-type custodian is appointed for the Provider or a substantial portion of its assets.
- 11.6 Any termination of this Agreement shall be without prejudice to any other rights or remedies the County may have at law or equity, and the Provider acknowledges that upon termination, the County may re-procure services the same or similar to the Services provided pursuant to this Agreement.

11.7 The Provider may terminate this Agreement by providing notice in writing to the County of its intention to terminate this Agreement. The termination will be effective thirty (30) days after the County's receipt of such notice. On issuing of such notice, the Provider shall perform no further Services other than those reasonably required to complete the Services presently in progress as determined by the County. The Provider shall forthwith forward to the County any and all records, files, reports, data, documentation or information in the possession of the Provider relating to the Services provided to date.

11.8 The County may terminate this Agreement, reduce the amount of available Funding, cease to provide further Funding, or demand repayment of the Funding, immediately upon notice to the Provider if required pursuant to legislation governing the Funding or delivery of the Services.

12. TERM OF AGREEMENT

12.1 This Agreement will be in effect for the Term as set out in this Agreement, subject to any renewal or early termination pursuant to the terms hereof.

13. PRESERVATION AND DISPOSITION OF ASSETS

- 13.1 The Provider shall preserve and maintain for initially intended use any assets costing One Thousand Dollars (\$1,000) or more, acquired with the funding provided under this Agreement, unless the County authorizes in writing their disposition or alternative use.
- 13.2 The Provider agrees that the assets referred to in Section 13.1 shall be used solely in respect of the Services. Should the Services no longer require the use of any or all of such assets the County reserves the right to decide on the alternative use or disposition of the assets.
- 13.3 Any assets disposed of without prior written consent of the County shall render the Provider liable to repay to the County an amount equivalent to the value of the asset at the time of disposition, determined by the County.
- 13.4 The provisions of Sections 13.1, 13.2 and 13.3 shall survive the expiration or termination of this Agreement.

14. ASSIGNMENT

14.1 The Provider shall not assign, subcontract, or otherwise transfer this Agreement or any part thereof without the prior written approval of the Director, which approval may be withheld at the sole discretion of the Director, or may be granted subject to such terms and conditions as the County may require. For the purpose of this provision, the change of control of the Provider shall constitute a transfer and require prior written approval of the Director.

15. STATUS OF PARTIES

- 15.1 The Provider acknowledges and agrees that this Agreement is in no manner to be deemed or construed to be an agreement of or for employment. Specifically, the parties do not intend by this Agreement that the Provider or its employees, agents or contractors are to be considered employees of the County for any purpose, including, without limiting the generality of the foregoing, for the purposes of the *Income Tax Act* (Canada), R.S.C. 1985 c.1 (5th Supp.); the *Canada Pension Plan Act* (Canada), R.S.C. 1985, c. C-8; the *Employment Insurance Act* (Canada), S.C. 1996, c.23; the *Workplace Safety and Insurance Act, 1997* (Ontario), S.O. 1997, c.16 (Sched. A); the *Occupational Health and Safety Act* (Ontario), R.S.O. 1990, c. O.1; the *Pay Equity Act* (Ontario), R.S.O. 1990, c. P.7; or the *Health Insurance Act* (Ontario), R.S.O. 1990, c. H.6, all as amended from time to time, and any legislation in substitution therefore.
- 15.2 Despite the provisions of Section 15.1, it is the sole and exclusive responsibility of the Provider to make its own determination as to its status under the Acts referred to therein, and, in particular, to comply with the provisions of any such Acts and to make any payments required thereunder.

15.3 Nothing in this Agreement shall be construed so as to imply a partnership between the parties. It is expressly understood that the parties are independent contractors and no partnership of any kind is intended between the parties.

16. NON-EXCLUSIVITY

16.1 Nothing in this Agreement shall be construed as giving the Provider any exclusive right or privilege in providing the Services or other activities described herein. The County shall retain the right to perform or contract for the same or similar services to be provided for its citizens in the same geographic area.

17. CONFIDENTIALITY AND MEDIA RELATIONS

17.1 The Provider agrees that it shall not discuss with or inform the media about any aspect of the Services without the express authorization of the Director or its designate.

17.2 The Provider, its directors, officers, employees, agents and volunteers will hold confidential and will not disclose or release to any person other than the County, or its delegate, at any time during or following the term of this Agreement, except where required by law, any information or document that identifies any individual in receipt of Services without obtaining the prior written consent of the individual or the individual's parent or guardian.

17.3 The Provider acknowledges that any information collected by it or exchanged with the County and/or the Province pursuant to this Agreement is subject to the provisions of *Municipal Freedom of Information and Protection of Privacy Act* (Ontario), and/or the *Freedom of Information and Protection of Privacy Act* (Ontario).

17.4 The Provider shall acknowledge and recognize the contribution of the County to the Services in any publicity and/or signage relating to the Services which shall include but not be limited to, any information provided to the public on any web site of the Provider. For the purposes of this provision, the Provider shall comply with any guidelines and instructions provided by the County from time to time regarding the manner in which the Provider is to give appropriate recognition of the County's contribution hereunder.

17.5 The Director and the Provider may delegate to or nominate individuals to serve as contact persons for day-to-day communication under this Agreement.

18. NOTICES

18.1 Any notice required to be given under this Agreement by one party to the other party herein may be delivered or sent by registered mail addressed as follows:

- to the County at:
555 Courthouse Rd.
Cobourg, Ontario K9A 5J6
Attention: Director of Community and Social Services
- to the Provider at the address set forth in Schedule "B" to this Agreement;
- or to such other addresses as either party may from time to time designate by written notice to the other party.

18.2 Any notice given under this Agreement shall be deemed to have been received in the case of delivery, on the day on which it was delivered and, in the case of notice by mail, on the fifth business day following the day on which the notice was mailed.

19. CONFLICT OF INTEREST

19.1 The Provider shall have a policy in place which is satisfactory to the County to prevent conflicts of interest in the management of the funding provided to the Provider by the County under this Agreement. The Provider shall disclose to the County any existing or potential conflict of interest that may exist at the date of execution of this Agreement or during the term of this Agreement.

20. ACKNOWLEDGMENT OF FUNDING ARRANGEMENTS

20.1 The parties to this Agreement hereby acknowledge and agree that the County is purchasing services under this Agreement pursuant to the County's funding arrangements with the government of the Province of Ontario. If at any time this funding is altered, rescinded or terminated, the County reserves the right to terminate this Agreement forthwith. The parties further acknowledge and agree that the purchase of Services under this Agreement in no way obligates the County to continue to purchase the Services or similar services from the Provider after the end of the term or the termination of this Agreement.

21. TIME OF THE ESSENCE

21.1 Time shall be of the essence in this Agreement.

22. ENTIRE AGREEMENT

22.1 This Agreement and the Schedules attached hereto, form the entire agreement between the parties and supersede any other understanding or agreement, collateral, oral or otherwise, existing between the parties at the date of execution of this Agreement. No supplement, modification, waiver or termination of this Agreement shall be binding unless executed in writing by the party to be bound thereby.

No waiver of any provision of the Agreement shall be deemed to or shall constitute a waiver of any other provisions, whether or not similar, nor shall such waiver constitute a continuing waiver unless expressly provided.

22.2 Notwithstanding the provisions of Section 22.1, if there is a conflict between the provisions of any Schedule attached hereto and the provisions of any section of this Agreement, the provisions of this Agreement shall prevail.

23. FURTHER ASSURANCES

23.1 The parties hereto covenant and agree that they will at their own expense from time to time and at all times hereafter, upon every reasonable request of the other, promptly make, do, execute and deliver or cause to be made, done, executed and delivered all such further acts, deeds or assurances as may be reasonably required for purposes of implementing the matters contemplated by this Agreement and establishing and protecting the rights, interests and remedies intended to be created as herein described.

24. SUCCESSORS AND ASSIGNS

24.1 This Agreement shall ensure to the benefit of and be binding upon each of the parties hereto and their respective successors and permitted assigns

25. APPLICABLE LAW

25.1 This Agreement shall be governed by and be construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein and shall be treated, in all respects, as an Ontario contract.

26. PARTIAL INVALIDITY

26.1 Should any provision(s) of this Agreement be found to be void or unenforceable for any reason whatsoever, such provision(s) only shall be expunged and severed from the Agreement and the balance of the Agreement's provisions shall remain in full force and effect.

27. BUSINESS ETHICS:

27.1 The Provider and its directors, officers, employees, and agents must conduct themselves with the highest degree of integrity and honesty at all times.

27.2 The Provider has and shall maintain at all times a written code of business ethics and conduct. To promote compliance with such code of business ethics and conduct, the Provider shall have an employee business ethics and compliance training program and an internal control system that is satisfactory to the County, considering: (a) the size of the Provider and extent of its involvement in Government contracting; (b) the ability to facilitate timely discovery and disclosure of improper conduct in connection with Government contracts; and (c) the ability to ensure corrective measures are promptly instituted.

27.3 The Provider shall comply with the County's policies and procedures, as amended from time to time, including but not limited to Health and Safety, Bill 168, and Code of Conduct, copies of which the Provider acknowledges having received and reviewed. The County may amend its policies and procedures from time to time upon notice to the Provider.

28. SECURITY CLEARANCE

- a) Upon request of the County, the Provider's officers, directors, employees (including supervisors), and agents directly involved in the delivery of Services must obtain a clearance certificate from the Police Service that is responsible for the municipality in which each such individual resides, at the Provider's expense.
- b) The Provider will be required to submit Clearance Certificates for all officers, directors, employees (including supervisors), and agents that will normally be working in the facility(ies) where Services are delivered, any replacement workers, supervisors directly involved with the delivery of Services and all executive officers of the Provider. This form will be forwarded to the Director.
- c) This Agreement could be terminated at the sole discretion of the County should the security check(s) indicate a reason(s) for concern, in the opinion of the County.
- d) The County maintains the right to refuse a particular individual from working in County funded programs or services, including the delivery of the Services hereunder, should they submit a Clearance Certificate that is unsatisfactory in the opinion of the County.
- e) The County shall be authorized to perform background checks and to verify references and qualifications on all personnel delivering the Services.
- f) The Provider shall ensure its employees and agents undergo professional development to the satisfaction of the County.

SCHEDULE “A”
Legal Authority

The County was designated a delivery agent pursuant to the **Municipal Act** and as such has the responsibility for administering funding agreements for delivery of services. A requirement of this **Act** is that consistent monitoring and accountability of programs is maintained.

In addition, the County is a designated Service Manager for the delivery of the Homelessness Prevention Program (HPP).

The overall vision of the HPP is to provide Service Managers with the resources needed to establish a coordinated housing and homelessness system in each community so that:

People at risk of or experiencing homelessness have the housing and support services that they need to retain and/or obtain stable housing and achieve better outcomes.

In support of this vision, the HPP provides funding (inputs) to support Service Managers in implementing a variety of flexible, local approaches to the delivery of services and supports (outputs) aligned with three key goals (outcomes):

1. **Prevent homelessness:** People at risk of homelessness remain housed and have connections to support services.
2. **Address homelessness:** People who are homeless and chronically homeless obtain and retain housing and support services.
3. **Reduce chronic homelessness:** Reduction in chronic homelessness.

Additionally, the municipal approval for this program and its funding was passed by County Council under bylaw **46-2024** on December 18, 2024.

SCHEDULE "B"
Description of Services, Materials, and Budget
For the Period from January 1, 2025, to March 31, 2025

PART B1: PARTICULARS

NAME OF PROVIDER: TRANSITION HOUSE COALITION OF NORTHUMBERLAND

Address of Provider: 10 Chapel Street, Cobourg, ON, K9A 1H9
Telephone/Fax: P: 905-376-9562

Attention: Ike Nwibe – Executive Director

PART B2: SERVICES DESCRIPTION

The Provider will provide the following Services to the County:

Name of Eligible Project: 310 Emergency Shelter Services

A. Project Objectives and Outcomes:

- 1.1 The Provider agrees to administer **\$302,023.65** in accordance with the HPP guidelines to provide a range of diversion and housing related support to people who are actively experiencing homelessness or who are at-risk of homelessness in Northumberland County. This funding supports activities which provide a comprehensive range of services to clients in shelter and during the transition period from temporary lodging in shelter into more permanent housing.
- 1.2 As a part of program administration, the Provider agrees to have an agency representative attend and fully participate in providing any relevant updates at the Homelessness Coordinated Response Team (HCRT) meetings. The Provider agrees to add all consenting individuals and families to the By-Name List (BNL). The Provider will capture reasons for not completing this paperwork should the individual or family not provide consent and will provide this information to the County upon request. The Provider agrees to take part in work related to Homelessness Coordinated Entry System initiatives as required and by negotiation (Example: this may include Homeless Individual and Families Information System [HIFIS], training opportunities, etc.). The Provider also agrees to take part in associated homelessness leadership initiatives as developed across the system as opportunity and necessity arise. (Example: Homelessness Leadership Table [HLT]).
- 1.3 The Provider acknowledges receipt of a copy of the Service Standards for Emergency Shelters, attached hereto as Schedule "G". The parties agree that the Service Standards for Emergency Shelters shall be read and form part of this Agreement to the extent that such standards are not inconsistent with the terms of this Agreement. The Provider agrees to provide services in accordance with the Service Standards for Emergency Shelters to adults experiencing homelessness who are aged 18 and over and in accordance with the policies and requirements of the County, as communicates to it, so long as this Agreement is in force. The County and the Provider will negotiate updated shelter guidelines and responses to homelessness to be implemented by mutual agreement. The Provider agrees to utilize HIFIS to further implement a Coordinated Access System in Northumberland County.
- 1.4 The Provider will coordinate and implement a service known as 310 Emergency Shelter Services. This service will operate annually on a 24 hour per day, 7 days a week basis. Any change in this operating time frame will be negotiated between the County and the Provider in advance and will be confirmed in an addendum letter to this agreement. The service is designed to provide emergency relief for those who are living unsheltered or in unsafe living conditions.
- 1.5 Emergency shelter solutions are expected to operate from a Housing First and people-centred approach. Mutually agreed upon outcomes and measurable activities that build toward this model in 2025 include:
 - A. Ensuring that the strategic directions of Transition House align with the County's plans to respond to homelessness in the community.
 - B. Transition House may be included in an ongoing assessment of the effectiveness and relevance of the programs and services offered considering changing community and client demographics while demonstrating an openness to input from stakeholders, clients and staff.
 - C. Developing and building new collaborations and partnerships that will assist Transition House staff to promote social inclusion and housing to effectively serve people who are experiencing homelessness in Northumberland County.
 - D. Supporting the development of trauma-informed approaches and the capacity of Transition House staff to support people experiencing chronic homelessness, a high acuity level, multiple co-occurring complex issues, and exit planning for people accessing shelter services.
 - E. Ensuring all staff participates in required and recommended training to promote best practice in housing-based case management.

- 1.6 The Provider will work collaboratively with the County to engage additional agencies to provide consistent wraparound services and supports to clients out of 310 Emergency Shelter Services.
- 1.7 The 310 Emergency Shelter Services will be accessible to all and will involve inspection and advice from all relevant agencies including Fire Service, Public Health and Police Services where required.
- 1.8 The Provider will ensure that the 310 Emergency Shelter Services will act in accordance with the Town of Cobourg's By-law No. 000-2024 – Emergency Care Establishment By-law, the County's Occupancy License Agreement. Additionally, the Provider will ensure that they maintain their ECE license with the Town of Cobourg as a part of their operations.
- 1.9 The County and the Provider will carry the applicable insurance coverage.
- 1.10 The Provider will work collaboratively with on site and mobile security services.
- 1.11 Meals may be produced on site. Light refreshments will be made available to people accessing the 310 Emergency Shelter Services.
- 1.12 The Provider will ensure that they are compliant with any updated Public Health measures in the 310 Emergency Shelter Services. If PPE is required, it will be made available to all visitors, clients, and staff.
- 1.13 The Provider will follow all safety protocols for all staff, clients, and visitors.
- 1.14 The Provider will be responsible for daily cleaning and sanitization.
- 1.15 The Provider will develop policy and procedure governing 310 Emergency Shelter Services and will provide a copy of these governance documents to the County upon request.
- 1.16 The Provider's staff will:
 - 1.16.1 Act as the coordinator of the 310 Emergency Shelter Services.
 - 1.16.2 Coordinate any volunteers who wish to provide their services to 310 Emergency Shelter Services, including maintaining a list of all volunteers and their contact information, up to date Canadian Police Information Centre (CPIC) status for each volunteer prior to starting volunteer shifts, orientation to duties, and delivery for standardized training for all volunteers. Standardized training, orientation, and provision of CPIC will take place on an ad hoc basis for any new volunteers to 310 Emergency Shelter Services prior to their engagement in any related activities to ensure consistency.
 - 1.16.3 Collaborate with the County to develop the training material (e.g., trauma informed care, professional boundaries, confidentiality, etc.) being offered to volunteers and provide a copy of the training material to the County for their records.
 - 1.16.4 Assume responsibility for scheduling volunteers for shifts, and problem solving any volunteer issues that arise during service delivery.
 - 1.16.5 Manage all required discipline and terminations of volunteers.
 - 1.16.6 Ensure that there is always adequate staffing of volunteers and will notify the County in advance if there is an anticipated impact to service based on levels.
 - 1.16.7 Ensure appropriate supervision and scheduling of all staff.
 - 1.16.8 Ensure that the day-to-day operations of 310 Emergency Shelter Services comply with the Ontario Health and Safety Act and other relevant legislation.
 - 1.16.9 Ensure that the facility is clean, maintained and organized.
 - 1.16.10 Ensure that their staff, as well as volunteers present in 310 Emergency Shelter Services engage with clients in a supportive manner, using a housing focused, person-centered approach with harm reduction principles and a trauma-informed care lens.
 - 1.16.11 Assist in preparedness for site inspections, relating to Health and Safety (Example: pest control, public health, fire, etc.)
 - 1.16.12 Ensure that meal preparation follows all food safety guidelines, maintains food inventory and storage as required. Ensure that any meals that are brought in for people accessing 310 Emergency Shelter Services are cleaned up by the end of each day.
 - 1.16.13 Ensure that programs and services are delivered and comply with all relevant legislation, professional standards, funding contracts and health and safety standards.
 - 1.16.14 Enforce the no smoking by-law.
- 2.1 Eligibility Criteria

- 2.1.1 Individuals 18 years or older; applicants 16 and 17 years old who are emancipated from their parents can also be considered for eligibility.
- 2.1.2 The Provider will support low, medium, and/or high acuity individuals
- 2.1.3 All individuals must undergo a diversion/intake conversation before accessing the service. This intake process must include eligibility screening, health screening (Example: rapid testing for COVID-19 if required); information will be collected through this process. All people accessing 310 Emergency Shelter Services must be informed of any infectious disease protocols in place while using the services.
- 2.1.4 A discharge/appeal policy and procedure must be in place, and all staff, clients, visitors must be informed of this process.
- 2.1.5 Any rules/eligibility criteria must be clearly posted for people accessing 310 Emergency Shelter Services. The Provider will share all updates to the policy/protocol with the County.
- 2.1.6 No substance use is permitted on site.
- 2.1.7 Participation is voluntary, individuals may leave 310 Emergency Shelter Services at any time.
- 2.1.8 People accessing 310 Emergency Shelter Services will follow the Provider’s Pet Policy.

- 3.1 The Provider will complete quarterly reports, including demographic information (as outlined in Schedule “C”), outcome reporting (as outlined in Schedule “C”), financial reporting (as outlined in Schedule “D”), and a service evaluation report (as outlined in Schedule “E”)
- 3.2 The provider will report on the actual use of the funds and projected use of any unspent funds as per Schedule “D” Reporting Requirements. The County retains the right to engage with the Provider to discuss the opportunity for collaboration on the provision of additional data sets that support and align with the strategic priorities of the Community Safety and Well-Being Plan.
- 3.3 The Provider will maintain and submit detailed and accurate service and financial records as per the reporting templates in this agreement.
- 3.4 The Provider will meet with the County’s Homelessness Services Manager or their designate a minimum of twice during this agreement (in February and March 2025) to review this contract and program progress and consider options, risks and opportunities moving forward. These meetings will be set up by the County for a mutually agreed upon date and time.
- 3.5 The Provider agrees to provide this service weekly (24 hours per day, 7 days per week) until March 31, 2025; any reduction in service due to staff reduction, emergency circumstances, pandemic, etc. must be agreed upon by the Provider and the County.

PART B3: BUDGET

Services and Materials	Cost
Program	\$ 302,023.65
TOTAL BUDGET (including all applicable taxes)	\$ 302,023.65

The Provider acknowledges that the County shall only pay for those Services provided during the Term or renewal term if applicable, and that the County shall not pay any fees in excess of the Total Budget applicable to said Term or renewal term. The Provider covenants and agrees that it shall remit to the County, by April 15, 2025, the amount of any overpayment received by the Provider in respect of Services contracted for delivery up to and including March 31, 2025.

PART B4: PAYMENT SCHEDULE

The County shall pay the Provider one (1) or more instalment payments aggregating the Total Budget set forth in Part 3: Budget of this Schedule “B” in accordance with the following payment schedule:

Payment Schedule	Installment Amount (\$) Payable	Conditions for Payment {specify any applicable conditions respecting payment i.e. delivery of a report, invoice, etc.}
{check applicable payment schedule}		

Payment Schedule <i>{check applicable payment schedule}</i>	Installment Amount (\$) Payable	Conditions for Payment <i>{specify any applicable conditions respecting payment i.e. delivery of a report, invoice, etc.}</i>
1) Within 60 days of execution of this Agreement	First Installment \$ 302,023.65 (Including all applicable taxes)	Upon execution of this Agreement. Further reports required: <ol style="list-style-type: none"> 1. Report for the period January 1, 2025, to March 31, 2025, in a form satisfactory to the County attached as Schedule "D" (Funding Request and Reconciliation Form), not later than April 16, 2025. 2. Report for the period January 1, 2025, to March 31, 2025, in a form satisfactory to the County attached as Schedule "E" (Quarterly Statistical Reporting Form), not later than April 16, 2025.

SCHEDULE "C"

REPORTING AND SERVICE EVALUATION

PART C1: SERVICE EVALUATION REPORTING SCHEDULE

The following information as marked must be reported to the County via email submitted to the Homelessness Services Manager and the Community Services Coordinator. Evaluation of Services Provided during the Reporting Period:

Quarterly Schedule "C" for Emergency Shelter beds to be submitted by:
<ul style="list-style-type: none"> Q1 – April 16th, 2025
Weekly Hub Data to be submitted on a weekly basis:
<ul style="list-style-type: none"> Every Monday to cover the previous week from Sunday to Saturday (process as noted in the Data Collection Guide which will be provided as a separate document)

PART C2 SERVICE EVALUATION AND OUTCOME TRACKING

The booklet of reporting templates will be provided to the Provider in Excel Format as a part of the service agreement. The booklet will be sent in as one document reducing the need to send in multiple reporting templates per quarter. Below are snapshots of the templates for Schedule C and the data that is to be captured in each:

- Outcome tab – this tab lists the 2025 targets for each outcome. When submitted to the County each quarter it will demonstrate the actual quarterly outcomes captured for each target outcome. There is a separate column for Quarter 1 under this tab for submission, along with a "Comments and extra information" column that should reflect any pertinent information not captured elsewhere to illustrate the indicated outcomes:

Outcome	Evidence	Notes	Indicator	Q1: 2025 Target	Q1: 2025 Actuals	Comments and Extra Information <i>Please include any challenges, services that you have referred to, etc.</i>
People experiencing homelessness obtain and retain	Emergency Shelter to Long-Term Housing	# of times a household moved from Emergency Shelter to Long-Term Housing	Client Records Intake Forms Tracking Forms Leases	5		
	Services and Supports	# of people who received services related to housing stability, housing loss prevention, housing retention, re-housing, employment, and education	Referrals Made Meetings/Care Conferences Client Records	63		
People at Risk of Homelessness Remain Housed	Housing Loss Prevention	# of people at risk of homelessness who received assistance that allowed them to stay in their housing	Client Records Intake Forms Tracking Forms Subsidies Given	0		
	Services and Supports	# of people who received services related to housing stability, housing loss prevention, housing retention, re-housing, employment, and education	Referrals Made Meetings/Care Conferences Client Records	0		
Diversion	Services and Supports	# of people who were successfully diverted to temporary housing options rather than entering the shelter	Referrals Made Tracking records	0		
	Services and Supports	# of people who were successfully diverted to long-term housing options rather than entering the shelter	Referrals Made Tracking records	0		
Youth	Services and Supports	# of people 17 years of age and younger who attempted to access the shelter	Referrals Made Tracking records	0		
	Community Supports	Connections to HORT	# of additions to BNL	4		
Referrals	Alignment with Homelessness system planning and delivery	# of HORT meetings attended	Meeting Minutes for Attendance Records	6		
	Canada Ontario Housing Benefit (COHB)	# of people referred	Client Records	Provider to complete quarterly		
	Rent Grants to Income (RGI) Housing	# of people referred	Client Records	Provider to complete quarterly		
	Housing Stability Program (HSP)	# of people referred	Client Records	Provider to complete quarterly		
	Rent Supplement	# of people referred	Client Records	Provider to complete quarterly		
Bed-Nights						
Quarter 1						
Location	Number of Spaces	Number of Days in Quarter 1	Total Bed-Nights			
310 Emergency Shelter Services				0		
Total:				0		

- Current Accommodation
- Previous Accommodation
- Income Source
- If other income source, please specify
- Over the past year how many months of time has the person experienced homelessness
- Service Location (e.g., Resource Centre, Hub Space)
- Notes

SCHEDULE “E”

In accordance with Schedule “E” (Quarterly Report) to this Agreement, project reports are required to provide information on each of the following:

- Provide a summary of client/participant feedback on the Services provided by this project
- Identify steps taken and/or recommended to improve the effectiveness and/or efficiency of the Services
- Identify environmental factors impacting on the effectiveness of delivery of the Services
- Identify relative success of meeting targeted objectives
- Identify problems and concerns in delivering the Services
- Identify any lessons learned and progress achieved in delivering the Services

CLIENT SERVICE: Has there been a change from your contract and/or from the previous quarter in the types or intensity of services you are providing? If there has been a change, what might be the reasons?
Q1:

SERVICE SYSTEM ISSUES affecting service delivery: Have there been changes in the service system over the last quarter? For example: more or less collaboration with community partners, more difficulty in accessing other services. What might be the reason(s) for these changes? What do you think could improve the system's effectiveness?
Q1:

CLIENT PROFILE: Have there been changes since the previous quarter in the profile of your new clients? For example: age, gender, family status (single, one parent family, two parent family), health status, mental health, citizenship status, reasons for homelessness.
Q1:

INTERNAL CAPACITY BUILDING:
<ul style="list-style-type: none"> ➤ Identify any lessons learned and progress achieved in delivering the Services ➤ Identify training that staff have participated in that builds capacity
Q1:

SCHEDULE “F” ADDITIONAL PROVISIONS

1. Business Ethics:

- a) The Provider and its directors, officers, employees, and agents must conduct themselves with the highest degree of integrity and honesty at all times.
- b) The Provider has and shall maintain at all times a written code of conduct. To promote compliance with such code of business ethics and conduct, the Provider shall have an employee business ethics and compliance training program and an internal control system that is satisfactory to the County, considering:
 - I. the size of the Provider and extent of its involvement in Government contracting;
 - II. the ability to facilitate timely discovery and disclosure of improper conduct in connection with Government contracts; and
 - III. the ability to ensure corrective measures are promptly instituted and carried out.
- c) The Provider shall comply with the County’s policies and procedures, as amended from time to time, including but not limited to Health and Safety, Bill 168, and Code of Conduct, copies of which the Provider acknowledges having received and reviewed. The County may amend its policies and procedures from time to time upon notice to the Provider.

2. Security Clearance

- a) The Provider’s officers, directors, employees (including supervisors), and agents directly involved in the delivery of Services must obtain a clearance certificate from the Police Service that is responsible for the municipality in which each such individual resides, at the Provider’s expense.
- b) The Provider will be required to submit confirmation of Clearance Certificates for all officers, directors, employees (including supervisors), and agents that will normally be working in the facility(ies) where Services are delivered, any replacement workers, supervisors directly involved with the delivery of Services and all executive officers of the Provider.
- c) This Agreement could be terminated at the sole discretion of the County should the security check(s) indicate a reason(s) for concern, in the opinion of the County.

3. Professional Qualifications and Development

- a) The Provider represents and warrants that its employees and agents have the necessary skills, experience, and qualifications to deliver the Services. The Provider shall ensure its employees and agents undergo professional development to the satisfaction of the County.

SCHEDULE 'G'**SERVICE STANDARDS FOR EMERGENCY SHELTERS**

January 2020

PREAMBLE**DEFINITIONS**

1. References to the County mean the County of Northumberland. Any activities required by the County can be undertaken by staff of the County, under the direction of its Council.
2. References to Transition House or Service Provider refers to any agency which offers client standards, and which has a purchase of service agreement with the County for the provisions of client services.

1. ORGANIZATION – TRANSITION HOUSE**1.1 INCORPORATION**

Transition House must be incorporated as a non-profit corporation under Part III of the Corporations Act, R.S.O. 1990 c. 38.

1.2 GOVERNING AUTHORITY

Transition House shall have a Board of Directors consisting of members of the public who are determined and appointed by Transition House. Ideally, some people with lived experience, clients, or former clients, of Transition House shall be included. The terms of directorship shall be specific, in writing, and time limited. Work groups and Sub committees will also be formed where the Board deem this is useful.

1.3 RESPONSIBILITIES OF THE BOARD OF DIRECTORS

The Board of Directors shall manage or supervise the management of the affairs of Transition House. Specific responsibilities and duties shall include, but not be limited to, the following:

- a) The appointment of a Shelter Manager or Executive Director.
- b) The holding of meetings at least bi-monthly (x6 per year) with the Shelter Manager or Executive Director to establish policies, to resolve issues related to the operations of the residence(s), to review and approve annual budgets, to review and approve any significant contractual obligation undertaken by Transition House, and to review and approve the annual report.
- c) Preparation and maintenance of minutes of all meetings, recording the decision that were made; and
- d) Advising the County of the following:
 - (i) the names of the directors and any changes in directorship; and
 - (ii) the name of the registered owner of the residence and any changes in the ownership thereof.

1.4 THE SHELTER MANAGER OR EXECUTIVE DIRECTOR

Transition House shall be responsible for the day-to-day management of the residence(s), including program, financial, personnel administration, through the Executive Director or the Shelter Manager. Transition House shall designate someone to act on the Executive Director's behalf in his or her absence. The Executive Director or the person designated to act on the Executive Director's behalf in his/her absence shall carry out the policies of Transition House in practice and procedure. This document refers to the Executive Director or the Shelter Manager where applicable. In all cases the Executive Director is the primary authority, while the Shelter Manager is the secondary authority. The Executive Director can delegate authority to the Shelter Manager as required.

2. GENERAL MANAGEMENT PRACTICES AND PRINCIPLES**2.1 MISSION/VALUES STATEMENT AND STRATEGIC PLAN**

Transition House shall have a written mission/values statement, which shall include, but not be limited to:

- a) Program goals;
- b) Services provided; and
- c) Client group to be served.

All members of Transition House shall have read the mission/values statement and have access to the strategic plan. These documents will be easily available to the clients, members of public and other interested groups. The Board of Directors will review these documents each year in consultation with staff.

2.2 OPERATIONAL POLICIES AND PROCEDURES MANUAL

Transition House shall maintain a written manual of all policies and procedures relating to all aspects of administration, financial management, staff and supervisory practices, security and all other aspects of services and programs provided. The policies and procedures manual shall describe the method of implementing policies and provide details for daily operation of the program and the system to monitor the program. Transition House shall ensure that:

3. FINANCIAL MANAGEMENT**3.1 ANNUAL BUDGET**

Transition House shall prepare an annual budget containing projected sources of income and a forecast of expenditures. The budgetary system shall provide a system of accountability which links program functions and activities to the costs necessary for their support.

3.2 RECORDS, BOOKKEEPING AND ACCOUNTING PRACTICES

Transition House shall maintain separate financial records for all contracted services in accordance with generally accepted accounting principles. Transition House's fiscal system is to account for all income and expenditures on an ongoing basis.

3.3 INDEPENDENT AUDITED FINANCIAL STATEMENT

Transition House shall have independent audited financial statements completed annually by an auditor licensed under the Public Accountancy Act. Transition House shall provide the County with a copy of the annual audited financial statements within four (4) months of Transition House's financial year-end.

3.4 AUDIT

Transition House may be subject to be part of any audit of the County by the Ministry and/or any auditor selected by the County to review the County's operations.

4. PERSONNEL/HUMAN RESOURCES

4.1 MANUAL OF PERSONNEL PRACTICES AND PROCEDURES

Transition House shall have written human resources practices and procedures that comply with the provisions of Ontario's Human Rights Code and all applicable labor legislation. The manual shall be:

- a) Formally adopted by the Board of Directors;
- b) Reviewed at least once every two years; and
- c) Readily available to all personnel.

4.2 CODE OF ETHICS

Every agency shall provide, in writing to all staff, a code for staff conduct which establishes clear expectations for all personnel and specifically addresses the following issues:

- a) The use of any stores or supplies of Transition House for personal use.
- b) Engaging in any business transactions with a client.
- c) Any exchange or personal gifts or favours from a client, or a client's family or friends.
- d) Accepting any form of bribe or inappropriate inducement.
- e) Divulging confidential information without proper authorization.
- f) Endangering the well-being of clients or staff through neglect or intent.
- g) Demeaning or intentionally humiliating any client or subjecting any client to any form of physical or verbal abuse; and
- h) Discriminating against any client on any grounds prohibited under Ontario's Human Rights Code.

4.3 HIRING PRACTICE

The agency shall hire in accordance with Ontario Human Rights Code.

4.4 STAFF JOB DESCRIPTIONS AND VOLUNTEER ROLE DESCRIPTIONS AND QUALIFICATIONS

Transition House shall have written criteria for each staff or volunteer position regarding the qualifications required to perform the respective duties and responsibilities of such position.

4.5 SCREENING AND SELECTION OF STAFF AND VOLUNTEERS

Every agency shall establish procedures to effectively screen and select employees who are qualified to carry out the program services and perform required duties. Such procedures shall include that all staff and volunteers provide a satisfactory criminal reference check and/or vulnerable sector check as determined by the Transition House Board of Directors.

4.6 PERSONNEL FILE

Transition House shall establish and maintain employment records regarding each employee or volunteer and shall ensure these files are kept secure and confidential.

5. FACILITY/PHYSICAL PLANT

5.1 COMPLIANCE WITH LOCAL MUNICIPAL BY-LAWS, CODES AND ENACTMENTS

Prior to admitting any clients, and on a continuing basis, Transition House shall demonstrate that it is in compliance with all applicable federal, provincial, municipal or local laws, by-laws, regulations, codes, orders and directives, including, without limitation, the generality of the foregoing, with respect to zoning, building, plumbing, electrical, sanitation health and fire safety.

5.2 AREAS FOR INFORMAL LIVING AND COUNSELLING

Transition House shall ensure that Transition House has designated areas for sleeping, informal living, recreation, individual counselling, and group meetings. Areas designated for informal living, recreation and group meetings may be multi-functional to serve the residence's various programs.

5.3 LAUNDRY FACILITIES

Transition House shall ensure the necessary provision of laundry facilities as follows:

- a) An operable washer and dryer available to the clients at the residence; or
- b) Access to a community laundry facility within a reasonable distance of the residence.

5.4 AREAS OF FOOD PREPARATION, SERVING AND DINING

Transition House shall ensure that Transition House specifically designates areas for dining with adequate space. All applicable policies and directions of the Public Health Department will be followed.

5.5 SLEEPING ACCOMMODATIONS AND PERSONAL FURNISHINGS

Transition House shall also ensure that the number of beds does not exceed the approved capacity of the residence(s). Each client shall also be provided with the following furnishings for his/her own personal use:

- a) A bed with a clean mattress;
- b) A pillow, linen, and bedding appropriate for weather conditions and climate; and
- c) Reasonable storage space for personal belongings.

5.6 HOUSEKEEPING

Transition House shall ensure that Transition House has a housekeeping plan, which ensures that:

- a) The residence is maintained in a clean condition.
- b) The interior, furnishings, and equipment are maintained in good repair.
- c) The property is free of hazards and pests.
- d) Provision is made for the locked storage of any hazardous substances and equipment.

5.7 SECURITY OF BUILDING AND PROPERTY

Transition House shall have written policies and procedures for the maintenance of security for the building and property of each residence. These policies and procedures shall ensure that:

- a) The premises are maintained at a level of security appropriate to the needs of the clients served by Transition House at all times.
- b) Designated areas are locked so as to prevent unauthorized access to confidential files or hazardous goods.
- c) On-duty staff are responsible for the safe keeping of all keys.

5.10 HAZARDOUS AND PROHIBITED GOODS

Transition House shall have a written policy and procedure governing the control and safekeeping of any goods which pose a threat to the general well-being, health, and/or safety of its clients. The policy and procedure shall control the provision of specified items to be made available, only with the consent and approval of on-duty staff, to include, but not be limited to, prescribed drugs.

5.11 PERSONAL SAFETY

Transition House shall ensure the personal safety of staff, volunteers, and clients by:

- a) Conducting a program of regular inspection and preventive maintenance to ensure the soundness and safety of its premises, equipment, fixtures, motorized vehicles, and recreational equipment and facilities.

6. PROGRAM ADMINISTRATION**6.1 INTAKE**

- a) Transition House provides 24-hour intake to shelter for individuals with high acuity and no one is denied access unless they are ineligible or the overall behaviour/actions of the client that may place that client, other clients and/or staff at risk.
- b) All clients seeking emergency shelter at Transition House must undergo a diversionary screening with a staff member prior to formal intake. Diversion should be ongoing with clients through out their stay.
- c) As much information as possible is gathered from the client at intake to collect all necessary information as found on the intake form.
- d) All clients who consent to completing the Homelessness Coordinated Response Team (HCRT) consent form, the By-Name List consent form, and the VI-SPDAT will be brought to HCRT at the next immediate meeting date following the protocols set forth in the HCRT Terms of Reference. VI-SPDAT documentation must be completed and presented at this HCRT meeting.
- e) Bed assignment is recorded.
- f) Referrals to other shelters/services are recorded.
- g) Transition House will work to ensure that each client's stay is reviewed regularly and will work with the client to promote independent living and reduce stays more than more than 90 days. All clients are required to develop housing plans. Any clients approaching the 90-day point who have consented to being on the By-Name List will be discussed at HCRT and extended with notification provided to the County.

6.3 CONFIDENTIALITY

All operations of Transition House will be conducted in a confidential manner.

6.5 STAFFING

Transition House shall provide the required coverage, by staff, at all times, for the current utilization of each residence. The staffing policy and procedure shall:

- a) Outline the scheduling of staff shifts; and

- b) Ensure that on-duty staff are at the assigned place of work and readily available to the clients at all times.

6.6 HEALTH CARE AND MEDICAL SERVICES

Transition House shall have written policies and procedures regarding the provision of health care services which shall promote and seek to maintain the health and physical well-being of all clients and comply with PHIPPA. These policies and procedures shall ensure that:

- a) Pertinent medical information, documenting general health, is requested from each client; notes will be made of any health problems, known allergies, special medical needs or treatment required, while at Transition House; included in this process will be an inquiry, upon admission, if the client has any immediate need for health or medical services.
- b) Transition House maintains a first aid kit in a known, accessible area which will have medical supplies approved by the Canadian Red Cross Society; the kit shall be inspected at least monthly.
- c) Transition House has a procedure for the prompt provision of medical services, or other responses, for any employee or client suspected of having any contagious, communicable disease or an open, infected wound.
- d) Transition House has a procedure for emergency medical services for any employee or client who is in apparent medical distress or has sustained a serious injury.
- e) Transition House provides staff with relevant and necessary information pertaining to any special health need of a client.
- f) Clients will be responsible for administering their medication as per Transition House policy.
- g) Transition House provides information or direction on where to obtain information, as appropriate, related to general hygiene, maintenance of health and nutrition and contagious diseases.

6.7 COMPLAINT PROCEDURE

Transition House shall have a written procedure, whereby a client may lodge a complaint while in shelter, pertaining to any grievance regarding his/her shelter stay. Such procedure shall provide the client with an opportunity to:

- a) Discuss complaints with Transition House staff, the Shelter Manager or Executive Director to resolve issues internally; and
- b) Access a designated authority of the Board of Directors.

6.8 CRISIS MANAGEMENT

Transition House shall have written policies and procedures regarding the management of emergency situations. These policies and procedures shall include:

- a) An on-call system for relief staff, who are available to assist in an emergency situation that poses threat to life, health and safety of clients and staff.
- b) Clearly posted emergency numbers for police, fire services and emergency medical services.
- c) An approved procedure for evacuating the residence of all staff and clients, promptly, in the event of natural disaster or fire.
- d) In the event of a disaster, in which the public authorities order an evacuation of the building and/or the area/municipality, Transition House will have a plan for the transport of all clients to any other facility designated by the public authorities.
- e) An approved procedure to control the group of clients present during a major disruption caused by a client (s) who poses a threat to life, health and safety of self and others; and
- f) A contingency plan, approved by the County, to deal with a disruption resulting from the withdrawal of services by staff or the closure of the shelter in the event of a serious disaster.

6.13 SERIOUS INCIDENTS

Transition House shall have:

- a) Clearly written definitions of those serious incidents which require staff response, and which include, but are not limited to:
 - (i) The death of a client.
 - (ii) Serious illness or injury resulting in hospitalization of a client(s) or staff.
 - (iii) Abuse or mistreatment caused by a client or staff.
 - (iv) Any investigation by police.
 - (v) Any suicide attempt or self-destructive behavior.
 - (vi) Any fire or disaster occurring in a residence.
 - (vii) Any disruption which is likely to become public knowledge, because of its seriousness.
- (b) Procedures to be taken by staff in the event of such incidents.
- (c) Procedures for reporting serious incidents to the appropriate County official.

8. INDIVIDUAL CASE MANAGEMENT AND PLANNING

8.1 CASE MANAGEMENT

Transition House shall ensure an ongoing process of planning with each client to enable the client to identify and address needs to assist him/her living independently of the shelter system. These needs may be met through referrals to external sources for information and further planning.

If you require this information in an alternate format, please contact the Accessibility Coordinator at accessibility@northumberland.ca or 1-800-354-7050 ext. 2327



Report 2025-015

Report Title: Corporate Occupational Health and Safety Policy 2025

Prepared by: Colleen McCabe
Health, Safety and Emergency Risk Manager
Corporate Services

Reviewed by: Darrell Mast
Municipal Solicitor

Lisa Ainsworth
Director of Corporate Services
Corporate Services

Approved by: Jennifer Moore, CAO

Council Meeting Date: January 22, 2025

**Report Not Considered by
Standing Committee Because:**

- Time-sensitive Issue
(information received too late for Committee consideration)
- Urgent Matter
(issue arose after this month's Committee meeting)
- Other

Strategic Plan Priorities: Innovate for Service Excellence
 Ignite Economic Opportunity
 Foster a Thriving Community
 Propel Sustainable Growth
 Champion a Vibrant Future

Recommendation

"That County Council having considered Report 2025-015 'Corporate Occupational Health and Safety Policy 2025', recommend that a by-law is enacted at the January 22, 2025 County Council Meeting to Formulate the Corporate Occupational Health and Safety Policy 2025 and to Repeal By-law 02-2024."

Purpose

To obtain Council approval for the 2025 Corporate Occupational Health and Safety Policy.

Background

The Occupational Health and Safety Act instructs the employer to prepare, annually review and post a written occupational health and safety policy. The employer is responsible to illustrate due diligence in taking every precaution reasonable in the circumstance to protect workers. This protection is accomplished using the workplace internal responsibility system with all levels of workers eliminating workplace hazards causing injury, harassment and violence for all employees, contractors, volunteers and visitors.

The content of the 2025 Northumberland County Occupational Health and Safety Policy remains unchanged from the 2024 version, with the exception of the date change.

Consultations

There have been no consultations as there has been no change to the intent of the policy.

Legislative Authority / Risk Considerations

In accordance with the Occupational Health and Safety Act, the Corporation of the County of Northumberland must annually post a current approved copy of the workplace occupational health and safety policy. The Act does not dictate the exact words of the policy.

Discussion / Options

The proposed revisions are aligned with the 2025 year.

Financial Impact

N/A

Member Municipality Impacts

This policy is internal to the operation of the Corporation of the County of Northumberland. There is no impact to Member Municipalities.

Conclusion / Outcomes

Staff recommend that County Council rescind By-law 02-2024 and adopt by by-law the 'Corporate Occupational Health and Safety Policy 2025'.

Attachments

- 1) Report 2024-015 ATTACH 1 'Northumberland County Occupational Health and Safety Policy HS 1.2.'
- 2) Report 2024-015 ATTACH 2 'A By-law to Formulate the Corporate Occupational Health and Safety Policy 2025 and to Rescind By-law 02-2024'

POLICY HS 1.2 – Corporate Health and Safety Policy

Policy Type: Health and Safety

Subsection: Program-Intro-Policy-Response

Policy Title: Corporate Health and Safety Policy 2025

Policy Number: HS 1.2

Policy Approved By: Northumberland County Council

Effective Date: January 22, 2025

Revised:

Applicable To: All Employees

If you require this information in an alternate format, please contact the Accessibility Coordinator at 1-800-354-7050 ext. 2327.

POLICY STATEMENT

The Corporation of the County of Northumberland's (the County) Mission is

“To be a best practices leader of County government and a collaborative partner with our member municipalities and community partners.”

This Mission includes the County's commitment to provide a safe and healthy workplace through the elimination of workplace hazards causing injury, harassment, and violence for all its workers, contractors, volunteers, and visitors. The County believes that all services provided are of extreme importance, however, no job is so urgent that time and care cannot be taken to conduct work safely.

OBJECTIVE

The objective of this policy is to comply with the Occupational Health and Safety Act by being the County's written commitment to protecting worker safety.

SCOPE

This policy applies to all workers in all operations of work with the County. It applies in any location in which workers are engaged in work-related activities.

AUTHORITY

Implementation and authority of this policy shall follow the Internal Responsibility System within the County whereby all workers, supervisors, managers, directors, and County Council have a responsibility for a safe work environment, complying with the following legislation:

POLICY HS 1.2 – Corporate Health and Safety Policy

- Occupational Health and Safety Act (OHSA) and Regulations, R.S.O. 1990, c. O1, Section 25 (2)(j), (2)(k)

PROCEDURES

The County's Vision is:

“To bring together people, partnerships and possibilities for a strong and vibrant Northumberland County.”

Workers at all levels are the most valuable asset to the County. The Executive Management Team and County Council will allocate appropriate resources to support staff in managing the health and safety program initiatives and innovative safe work practice.

To ensure the continual improvement of the Health and Safety Program and protection of all workers, the County as a whole, through the Internal Responsibility System, will be guided by the following Corporate Values in all our actions and decisions:

1. **Caring and Supportive:** Provide training, education, and resources to all County workers.
2. **Collaboration and Communication:** Recognize the importance of providing support and resources to the Joint Health and Safety Representatives (JHSR) in meeting and exceeding legislative obligations of hazard identification and assessment and safe work measures.
3. **Honesty and Integrity:** Appreciate all worker's legal obligation to report unsafe work conditions.
4. **Mutual Trust and Respect:** Appreciate all workers' rights to:
 - a. Know about hazards in the workplace
 - b. Participate in expressing their opinion of safe work practice
 - c. Refuse any work which may endanger a worker.
5. **Innovation and Excellence:** Meet or exceed regulatory compliance with applicable federal, provincial, and municipal legislation.
6. **Accountability:** Take every precaution reasonable in the circumstances to protect its workers. All workers are accountable to address and report workplace hazards to their supervisor, manager or Joint Health and Safety Representative (JHSR). Health and safety performance will be systematically evaluated through appropriate measures and report of progress.

POLICY HS 1.2 – Corporate Health and Safety Policy

TRAINING

All County workers will be provided with appropriate information, instruction, and supervision to protect their health and safety. All workers are encouraged to provide continuous feedback on the policy to their supervisor and JHSRs. Communication will be through the following methods:

- Corporate Health and Safety Policy Manual
- New employee orientation
- Staff training sessions and safety talks
- Joint Health and Safety Committee meetings and minutes

Training shall include:

- Policy reviews
- Emphasis on the last sentence of the County's Mission Statement

REVIEW

The County will review this policy for County Council approval in January of each year.

Dated _____

Signed: _____

Warden

Chief Administrative Officer

If you require this information in an alternate format, please contact the Accessibility Coordinator at accessibility@northumberland.ca or 1-800-354-7050 ext. 2327



By-law ##-2025

A By-law to Formulate the Corporate Occupational Health and Safety Policy 2025 and to Repeal By-law 02-2024

Whereas the *Occupational Health and Safety Act*, RSO 1990, c. O1, Subsection 25 (2) instructs the employer to:

(j) prepare and review at least annually a written occupational health and safety policy and develop and maintain a program to implement that policy; [and]

(k) post, in a conspicuous place at the workplace, or in a readily accessible electronic format, a copy of the occupational health and safety policy'; and

Whereas the County of Northumberland's Mission guides staff to strive for best practice: "To be a best practices leader of County government and a collaborative partner with our member municipalities and community partners; and

Whereas it is best practice to adopt the Corporate Occupational Health and Safety Policy annually;

Now Therefore Be It Enacted as a by-law of the Council of the Corporation of the County of Northumberland as follows:

1. **That** the Occupational Health and Safety Policy 2025 attached hereto as Schedule "A" and forming part of this by-law is hereby approved; and
2. **That** By-law 02-2024 is hereby repealed.

That By-law ##-2025 be introduced and be deemed to be read a first, second and third time, passed, signed and sealed this 22nd day of January, 2025.

Brian Ostrander, Warden

Maddison Mather, Clerk

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Schedule “A” to By-law **XX-2025**

POLICY HS 1.2 – Corporate Health and Safety Policy

Policy Type: Health and Safety

Subsection: Program-Intro-Policy-Response

Policy Title: Corporate Health and Safety Policy 2025

Policy Number: HS 1.2

Policy Approved By: Northumberland County Council

Effective Date: January 22, 2025

Revised:

Applicable To: All Employees

If you require this information in an alternate format, please contact the Accessibility Coordinator at 1-800-354-7050 ext. 2327.

POLICY STATEMENT

The Corporation of the County of Northumberland’s (the County) Mission is

“To be a best practices leader of County government and a collaborative partner with our member municipalities and community partners.”

This Mission includes the County’s commitment to provide a safe and healthy workplace through the elimination of workplace hazards causing injury, harassment, and violence for all its workers, contractors, volunteers, and visitors. The County believes that all services provided are of extreme importance, however, no job is so urgent that time and care cannot be taken to conduct work safely.

OBJECTIVE

The objective of this policy is to comply with the Occupational Health and Safety Act by being the County’s written commitment to protecting worker safety.

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SCOPE

This policy applies to all workers in all operations of work with the County. It applies in any location in which workers are engaged in work-related activities.

AUTHORITY

Implementation and authority of this policy shall follow the Internal Responsibility System within the County whereby all workers, supervisors, managers, directors, and County Council have a responsibility for a safe work environment, complying with the following legislation:

- Occupational Health and Safety Act (OHSA) and Regulations, R.S.O. 1990, c. O1, Section 25 (2)(j), (2)(k)

PROCEDURES

The County's Vision is:

“To bring together people, partnerships and possibilities for a strong and vibrant Northumberland County.”

Workers at all levels are the most valuable asset to the County. The Executive Management Team and County Council will allocate appropriate resources to support staff in managing the health and safety program initiatives and innovative safe work practice.

To ensure the continual improvement of the Health and Safety Program and protection of all workers, the County as a whole, through the Internal Responsibility System, will be guided by the following Corporate Values in all our actions and decisions:

1. **Caring and Supportive:** Provide training, education, and resources to all County workers.
2. **Collaboration and Communication:** Recognize the importance of providing support and resources to the Joint Health and Safety Representatives (JHSR) in meeting and exceeding legislative obligations of hazard identification and assessment and safe work measures.
3. **Honesty and Integrity:** Appreciate all worker's legal obligation to report unsafe work conditions.
4. **Mutual Trust and Respect:** Appreciate all workers' rights to:
 - a. Know about hazards in the workplace
 - b. Participate in expressing their opinion of safe work practice

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- c. Refuse any work which may endanger a worker.
- 5. **Innovation and Excellence:** Meet or exceed regulatory compliance with applicable federal, provincial, and municipal legislation.
- 6. **Accountability:** Take every precaution reasonable in the circumstances to protect its workers. All workers are accountable to address and report workplace hazards to their supervisor, manager or Joint Health and Safety Representative (JHSR). Health and safety performance will be systematically evaluated through appropriate measures and report of progress.

TRAINING

All County workers will be provided with appropriate information, instruction, and supervision to protect their health and safety. All workers are encouraged to provide continuous feedback on the policy to their supervisor and JHSRs. Communication will be through the following methods:

- Corporate Health and Safety Policy Manual
- New employee orientation
- Staff training sessions and safety talks
- Joint Health and Safety Committee meetings and minutes

Training shall include:

- Policy reviews
- Emphasis on the last sentence of the County's Mission Statement

REVIEW

The County will review this policy for County Council approval in January of each year.

Dated _____

Signed: _____

Brian Ostrander, Warden

Jennifer Moore, Chief Administrative Officer

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Report 2025-016

Report Title: Northumberland County Agreement with Northumberland OPP Detachment Board for IT and Finance Managed Services

Prepared by: Kate Campbell
Director
Communications & Information Technology

Reviewed by: Matthew Nitsch
Director/Treasurer
Finance

Lisa Ainsworth
Director
Corporate Services

Approved by: Jennifer Moore, CAO

Council Meeting Date: January 22, 2024

Report Not Considered by Standing Committee Because:

- Time-sensitive Issue (information received too late for Committee consideration)
- Urgent Matter (issue arose after this month’s Committee meeting)
- Other

- Strategic Plan Priorities:**
- Innovate for Service Excellence
 - Ignite Economic Opportunity
 - Foster a Thriving Community
 - Propel Sustainable Growth
 - Champion a Vibrant Future

Recommendation

“That County Council receive Report 2025-016 ‘Northumberland County Agreement with Northumberland OPP Detachment Board for IT and Finance Managed Services’, for information.”

Purpose

The purpose of this report is to inform County Council of an agreement reached between Northumberland County and Northumberland OPP Detachment Board for the County's provision of IT and Finance Managed Services for the Board.

Background

At Council's direction, a goal identified in Northumberland County's 2023-2027 Community Strategic Plan is to expand voluntary shared services between the County and member municipalities to enhance efficiency between levels of government.

Since 2013, Northumberland County has been providing IT Managed Services to various area municipalities and municipal partners. Currently, the County provides such services to six partners, including:

- Township of Alnwick/Haldimand
- Township of Cramahe
- Township of Hamilton
- Municipality of Port Hope
- Municipality of Trent Hills
- Port Hope Police Service

Consultations

Following an expression of interest from the Northumberland OPP Detachment Board in leveraging the benefits of County Managed Services, staff from the County and members of the Board began working together in April 2024 to define the level of IT and Finance services required by the Board and to develop an agreement. This agreement is based on a review of the Board's structure, and an assessment of future need.

Legislative Authority / Risk Considerations

N/A

Discussion / Options

The Northumberland Ontario Provincial Police (OPP) Detachment Board was formed in 2024 when new provisions under the Community Safety and Policing Act, 2019, came into effect. Individual police service boards for municipalities policed by the OPP, created under the former Police Services Act, were discontinued and replaced with a single amalgamated detachment board. The Northumberland OPP Detachment Board's role is to advise the Northumberland OPP detachment commander with respect to local delivery of OPP Services.

Six members of the Board represent the local communities served by the OPP: Alderville First Nation, Township of Alnwick/Haldimand, Municipality of Brighton, Township of Cramahe, Township of Hamilton, and Municipality of Trent Hills. Two additional members are jointly appointed by these councils, who are neither members of the council, nor employees of the municipalities/First Nation. Finally, two members are appointed by the Solicitor General. The Board meets a minimum of four times per year.

An assessment by the County confirmed the Board required basic IT and Finance services to support fulfillment of their mandate:

- IT services: Including website domain administration, Helpdesk support, and basic technical and telephony supports.
- Finance Services: Including accounts payable and receivable coordination for services.

With the execution of a Services Agreement, the Board now has access to these services.

Financial Impact

The Agreement between the County and the Board will be in effect from December 1, 2024, to December 31, 2027, with the opportunity for a one-year extension.

It is an overriding principle of the County's Managed Service Framework that Service Fees are set at a level that allows the County to cover its Fully Loaded Costs only, with a blended hourly rate for County personnel.

'Fully Loaded Costs' refers to the comprehensive and all-encompassing expenses incurred by the County in the provision of services. These costs comprise direct and indirect expenses associated with the provision of services in the form of:

- a) Staff base salaries
- b) Travel and special expenses in accordance with the County's policies as may be adopted and amended from time to time
- c) Social security taxes including Canada Pension Plan contributions and employment insurance premiums
- d) Employment benefits including but not limited to extended health and dental insurance, pension and retirement benefits
- e) Office overhead costs such as operational costs, administrative expenses and other relevant expenditures incurred by the County on behalf of its employees providing the Services.

Based on an assessment of services required by the Board, the County will invoice the Board \$138.03 per month for IT and Finance Standard Services, for an overall annual cost recovery of \$1,656.36.

The Agreement will be reviewed annually by both parties to address any necessary adjustments or modifications.

Member Municipality Impacts

Shared services leverage economies of scale to reduce costs, increase capacity, and improve services for residents.

Conclusion / Outcomes

That County Council having considered Report 2025-016 'Northumberland County Agreement with the Northumberland OPP Detachment Board for IT and Finance Managed Services', receive this report for information."

Attachments

N/A

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By-law 01-2025

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Brian Ostrander, Warden

Maddison Mather, Clerk

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Schedule “A” to By-law 01-2025

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Policy Type: Health and Safety

Subsection: Program-Intro-Policy-Response

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Policy Number: HS 1.2

Policy Approved By: Northumberland County Council

Effective Date: January 22, 2025

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REVIEW

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Dated _____

Signed: _____

Brian Ostrander, Warden

Jennifer Moore, Chief Administrative Officer

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Proclamation

Event: International Holocaust Remembrance Day

Date: January 27, 2025

“Whereas International Holocaust Remembrance Day is observed globally on January 27, commemorating the liberation of the Auschwitz-Birkenau concentration and extermination camp on January 27, 1945; and

Whereas this day serves as a solemn occasion to honour the memory of the millions of victims of the Holocaust, and promote worldwide education on this tragic chapter in history; and

Whereas each year, Canadians and people worldwide pause to remember the lives lost and reflect on the lessons of the Holocaust, reinforcing the importance of combating hate and intolerance in all its forms; and

Whereas Northumberland County is committed to standing against antisemitism, discrimination, and hate in all its forms;

Now Therefore Be It Resolved That I, Warden Brian Ostrander, on behalf of Northumberland County Council do hereby proclaim January 27, 2025 to be ‘International Holocaust Remembrance Day’ in Northumberland County.”

Dated this 22 day of January, 2025

Brian Ostrander, Warden

If you require this information in an alternate format, please contact the Accessibility Coordinator at accessibility@northumberland.ca or 1-800-354-7050 ext. 2327



Proclamation

Event: Black History Month

Date: February 2025

“Whereas February is recognized as Black History Month, a dedicated time to celebrate and honour the rich diversity, achievements, and cultural heritage of Black Canadians, whose contributions have significantly shaped Canada’s success and prosperity; and

Whereas Black Canadians have been integral to Canada’s history, helping to shape its heritage and identity, and Black History Month provides an opportunity to learn about the stories of Black Canadian – acknowledging their enduring impact, and promoting a sense of belonging and inclusivity for all; and

Whereas Northumberland County acknowledges the importance of education and dialogue in breaking down systematic barriers, addressing historical injustices, and advancing equity for Black Canadians; and

Whereas Northumberland County recognizes that fostering an inclusive community involves celebrating diversity while challenging prejudice and discrimination, ensuring all residents have the opportunity to thrive; and

Whereas Northumberland County is committed to collaborating with community leaders, organizations, and residents to create a more inclusive and equitable future for all;

Now Therefore Be It Resolved That I, Warden Brian Ostrander, on behalf of Northumberland County Council do hereby proclaim February to be ‘Black History Month’ in Northumberland County.”

Dated this 22 day of January, 2024

Brian Ostrander, Warden

If you require this information in an alternate format, please contact the Accessibility Coordinator at accessibility@northumberland.ca or 1-800-354-7050 ext. 2327



By-law 02-2025

A By-law to Confirm the Proceedings of the Northumberland County Council Meeting held on January 22, 2025

Whereas Section 248 of the *Municipal Act, 2001*, S.O. 2001, c. 25, as amended, provides for the adoption of a comprehensive general by-law that consolidates and includes the provisions of any by-law previously passed by the Council;

Now Therefore Be It Enacted as a by-law of the Council of the Corporation of the County of Northumberland as follows:

1. The action of Council at its Meeting on Wednesday, January 22, 2025 in respect of each motion, resolution, and other action taken by the Council at its meeting, is, except where the prior approval of the Ontario Land Tribunal is required, hereby adopted, ratified and confirmed.
2. The Warden and proper Officers of the Corporation are hereby authorized and directed to do all things necessary, where required, and the Warden and Chief Administrative Officer are hereby directed to execute all documents necessary in that behalf, and the Clerk shall hereby be authorized and directed to affix the seal of the Corporation to all such documents.

That By-law 02-2025 be introduced and be deemed to be read a first, second and third time, passed, signed and sealed this 22nd day of January, 2025.

Brian Ostrander, Warden

Maddison Mather, Clerk