



The Corporation of the County of Northumberland

Social Services Committee

Minutes

October 2, 2024, 9:30 a.m.

Council Chambers

555 Courthouse Road, Cobourg, ON K9A 5J6

Hybrid Meeting (In-Person and Virtual)

Members Present: Chair John Logel
Warden Brian Ostrander
Deputy Warden Olena Hankivsky

Council Members

Present (Non-Voting): Councillor Lucas Cleveland
Councillor Robert Crate (*attended virtually*)
Councillor Mandy Martin (*attended virtually*)

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 2024-10-02-684

Moved By Warden Brian Ostrander

Seconded By Deputy Warden Olena Hankivsky

"**That** the agenda for the October 2, 2024 Social Services Committee be approved."

Carried

4. Disclosures of Interest

- No disclosures

5. Delegations

5.a Delegation, James Bisson 'Homelessness and Encampment Response Report'

[Committee recessed at 9:50 a.m. until 10:00 a.m.]

Committee Resolution 2024-10-02-685

Moved By Warden Brian Ostrander

Seconded By Deputy Warden Olena Hankivsky

"**That** the Social Services Committee receive the presentation from James Bisson regarding 'Homelessness and Encampment Response Report' for information; and

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

Carried

6. Business Arising from Last Meeting

N/A

7. Communications

7.a Correspondence, Township of Whitewater Region 'Mental Health Addictions'

Committee Resolution 2024-10-02-686

Moved By Deputy Warden Olena Hankivsky

Seconded By Warden Brian Ostrander

"**That** the Social Services Committee receive the correspondence from the Township of Whitewater Region regarding 'Mental Health Addictions' for information; and

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

Carried

7.b Correspondence, Segal Construction 'Authorization of Municipal Housing Development'

Committee Resolution 2024-10-02-687

Moved By Warden Brian Ostrander

Seconded By Deputy Warden Olena Hankivsky

"**That** the Social Services Committee receive the correspondence from Segal Construction regarding 'Authorization of Municipal Housing Development' for information; and

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

Carried

7.c Correspondence, City of Cambridge 'Mental Health and Addictions Crisis'

Committee Resolution 2024-10-02-688

Moved By Deputy Warden Olena Hankivsky

Seconded By Warden Brian Ostrander

"**That** the Social Services Committee receive the correspondence from the City of Cambridge regarding 'Mental Health and Addictions Crisis' for information; and

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

Carried

8. Staff Reports

8.a Encampment Response and Progress on 310 Division Street, Cobourg Update - Presentation

Rebecca Carman, Associate Director Housing & Homelessness
[Committee recessed at 10:13 a.m. until 10:30 a.m.]

Delegation(s)

8.a (1)

Committee Resolution 2024-10-02-689

Moved By Warden Brian Ostrander

Seconded By Deputy Warden Olena Hankivsky

"**That** the Social Services Committee receive the verbal delegation(s) from the following individual(s) regarding the 'Encampment Response and Progress on 310 Division Street, Cobourg Update – Presentation' for information:

- Vivan Vandehazel."

Carried

8.a (2)

Committee Resolution 2024-10-02-690

Moved By Warden Brian Ostrander

Seconded By Deputy Warden Olena Hankivsky

"**That** the Social Services Committee, having considered the presentation regarding 'Encampment Response and Progress on 310 Division Street, Cobourg Update', recommend that County Council direct staff to bring forward a feasibility report to a future Committee / Council meeting regarding next steps for sheltering services once 310 Division Street, Cobourg is fully operational, including options and financial resources available for expanding shelter services and other social services across Northumberland County's Member Municipalities, and also include an accounting of the costs incurred by the Town of Cobourg."

Carried

8.b Report 2024-127, 'Northumberland County Housing Corporation (NCHC) Purchase Services Agreement'

Rebecca Carman, Associate Director Housing & Homelessness

Committee Resolution 2024-10-02-691

Moved By Deputy Warden Olena Hankivsky

Seconded By Warden Brian Ostrander

“**That** the Social Services Committee, having considered Report 2024-127 ‘Northumberland County Housing Corporation (NCHC) Purchase Services Agreement’, recommend that County Council direct staff to execute the agreement between the Northumberland County Housing Corporation (NCHC) and the County of Northumberland in accordance with the terms outlined in the agreement.”

Carried

8.c Report 2024-128 'Northumberland County as Sole Member of Halcyon Place'

Rebecca Carman, Associate Director Housing & Homelessness

Committee Resolution 2024-10-02-692

Moved By Deputy Warden Olena Hankivsky

Seconded By Warden Brian Ostrander

“**That** the Social Services Committee, having received Report 2024-128 ‘Northumberland County as Sole Member of Halcyon Place’, recommend that County Council adopt option number two, being the ‘NCHC Model’, as outlined in this report; and

Further That the Committee recommend that County Council approve calling a meeting of the member for the purpose of confirming the directors, approving the audited financial statements, and approving the revised by-laws of Halcyon Place; and

Further That the Committee recommend that County Council approve the Director of Health and Human Services to be named as the County’s delegate for the next scheduled meeting of the member and that the Financial Planning Services Manager be named to the Board of Directors of Halcyon Place as the staff appointment; and

Further That the Committee recommend that County Council direct staff to update Halcyon Place’s By-Laws to be updated to reflect this change in addition to requiring sixty (60) day’s notice for a meeting of the member.”

Carried

8.d Report 2024-129 'Ontario Works Centralized Intake Expansion'

Jennifer Glover, Ontario Works Manager

Committee Resolution 2024-10-02-693

Moved By Warden Brian Ostrander

Seconded By Deputy Warden Olena Hankivsky

“**That** the Social Services Committee receive Report 2024-129 ‘Ontario Works Centralized Intake Expansion’, for information; and

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

Carried

8.e Childcare Spaces - Verbal Update

Glenn Dees, Director Health & Human Services

Committee Resolution 2024-10-02-694

Moved By Warden Brian Ostrander

Seconded By Deputy Warden Olena Hankivsky

“**That** the Community Health Committee receive the verbal update regarding ‘Childcare Spaces’ for information, noting that staff will bring forward a report to the October 16, 2024 County Council meeting for further discussion.”

Carried

9. Other Matters Considered by Committee

9.a Proclamations

Committee Resolution 2024-10-02-695

Moved By Deputy Warden Olena Hankivsky

Seconded By Warden Brian Ostrander

“**That** the Social Services Committee recommend that County Council proclaim the following list of proclamations at the October 16, 2024 County Council meeting:

- Child Care Worker and Early Childhood Educator Appreciation Day - October 24, 2024; and
- Dress Purple Day - October 25, 2024."

Carried

10. Media Questions

11. Closed Session

Committee Resolution 2024-10-02-696

Moved By Warden Brian Ostrander

Seconded By Deputy Warden Olena Hankivsky

"**That** this Committee proceed with the next portion of the meeting being closed to the public at 12:02 p.m.; and

Further That the meeting is closed to the public as permitted under the Municipal Act Sections 239.(2.c) and (2.k) in order to address matters pertaining to a proposed or pending acquisition or disposition of land by the municipality or local board and confidential negotiations (sale of property – C&SS), and that Jennifer Moore, Glenn Dees, Rebecca Carman, Darrell Mast, Matthew Nitsch, Denise Marshall, Dwayne Campbell, Carol Coleman, Maddison Mather, and Cheryl Sanders remain present."

Carried

12. Motion to Rise and Result from Closed Session

[Deputy Warden Hankivsky left the meeting during Closed Session at 12:27 p.m.]

Committee Resolution 2024-10-02-697

Moved By Warden Brian Ostrander

Seconded By Chair John Logel

"**That** this Committee rise from Closed Session at 12:31 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 the municipality or local board and confidential negotiations (sale of property – C&SS), is hereby referred to the Social Services Committee, which refers it to County Council for adoption."

Carried

13. Next Meeting - Wednesday, November 6, 2024 at 9:30 a.m.

14. Adjournment

- The meeting adjourned at 12:32 p.m.

Good morning Chairman,

The presentation submitted for today's delegation was scheduled to be presented at the last Committee meeting. That meeting was cancelled due to lack of agenda items which seems strange given the situation regarding emergency housing in Northumberland. Given the number of developments since then, this delegation will reference the report presented to County Council by staff on August 14th as well related items that have been made public since then.

Having read the report, I agree with the position taken by Councillor Cleveland. The report does not address the current crisis, contains no data regarding the Encampment, nor does it contain any plan to deal with an eviction of the Encampment which we now know from MPP Picinni will take place no later than November 13.

Once again, the County has failed to respond appropriately to what many in Cobourg consider a crisis. For 400 days, the residents at the Encampment have lived in tents with no heat, electricity, sanitation, or running water. For 400 days we have lived through crime, overdoses, shootings, rampant drug use, violence, theft, fires, drug trafficking, and countless acts of civil disobedience. For 400 days, we've heard sirens day and night. For 400 days, the County and the Town of Cobourg have been unable to collaborate and find a solution. For 400 days, the County has had the same plan and expects a different result.

In a crisis, we expect our governments to work together and lead for the good of all the people they represent. As the inevitable eviction approaches with each passing day, the County insists it's doing everything it can and will do nothing other than react to whatever happens. In fact, Cobourg is the problem for not supporting 310 Division and Transition House by passing by-laws to protect their community.

What about 310 Division and Transition House?

At this time Chairman, I would like to enter into the public record the following:

- A transcript of my delegation
- Documents obtained from the County of Northumberland through Freedom of Information (FOI) requests
- Documents obtained from the public domain

I informed this Committee during my last delegation that I would be holding the County accountable for its response to emergency sheltering. Over the last 6 months I have reviewed: dozens of documents related to FOI requests, hours of video of official proceedings, the official meeting minutes from the NCHC Board, staff and consultant reports, and financial records of various entities. I have also reviewed public statements

from County officials, County press releases, media reports from local news, as well as social media platforms containing local content. I've sought input from Cobourg officials, business owners, taxpayers, and residents of the Encampment to ensure due diligence in providing the facts, not my personal feelings.

A person of significant interest is the recently announced former Housing Services Manager/General Manager of Northumberland County Housing Corporation, known as NCHC. I find it interesting that he resigned less than a week before my appearance today as there are many, many questions regarding his roles in the last 12 months. Fortunately, the record speaks for him, and those questions are left to be answered by Council and the CAO.

The documents indicate that from November 15th to December 15th, 2023, a series of communications, meetings, decisions, and transactions were made by Staff to achieve a predetermined outcome with respect to the purchase of 310 Division. This involved the former GM who during that time was:

1. the Treasurer of the Board of Northumberland County Housing Corporation
2. the chairperson of TH,
3. the acting executive director of TH,
4. an applicant for a management posting with the County

Council Procedural By-Law 39-2023 was left unaddressed by the CAO, the past Warden, and the past Deputy Warden, who currently serves as Warden and was on the Board of NCHC rd at the time these events took place.

According to internal emails, on November 16th, 2023, County Council was informed by staff of the 310 Division project. Staff proceeded to make an offer 2 days later, closing the purchase on December 8th at a cost of \$2.3 million. Internal emails also indicate that Staff were moving ahead as quickly as possible on a property that was not listed for sale publicly, that they were using reserve funds with the County giving title to TH in exchange for a mortgage held by the County, and that they had no plan other than buying 310 Division on behalf of TH.

As chairperson and acting ED of TH, the former GM negotiated and signed the MOU on behalf of TH on December 6th. The following week, on December 15th, he was in a job interview with County staff he had negotiated with, worked with, and who had reported to the NCHC Board he sat on as Treasurer. On January 10th, he was offered the position, beating out 11 applicants, 3 of which were interviewed, **Council Procedural By-Law 39-2023**

The financial records reviewed clearly indicates that the County provides funding to TH with preference and no accountability. In fact, 2024 is the 3rd year in a row that TH received

more than it spent for a cumulative total almost \$600,000 in surplus funding. This unconventional funding approach impacts all other community partners who have strong governance and are effective including Cornerstone that turns away over 100 women and children in crisis due to lack of resources. The relationship between the County and TH seems preferential and simply crosses the line normally in place between two arm's length entities.

There is no question in my mind that all of this is not circumstantial. I have reviewed the records thoroughly and without prejudice and **Council Procedural By-Law 39-2023**

[REDACTED]

[REDACTED] The facts indicate that there is little to no oversight or accountability.

Therefore, I submit to you Chairman, 3 simple recommendations to be put before a full, open session of County Council to restore public trust in this level of government:

- That an investigation be launched by an arm's length, 3rd party entity with authority to hold leadership accountable
- That the Warden step down during the investigation
- That a comprehensive performance review be conducted regarding the CAO actions over the last 12 months by an outside 3rd party chosen by majority of County Council

Should this Committee choose to vote against advancing my delegation to full Council for a public debate at an open session, I will seek redress through official channels and coordinate a public response to hold County leadership accountable.

Last County Delegation Summary

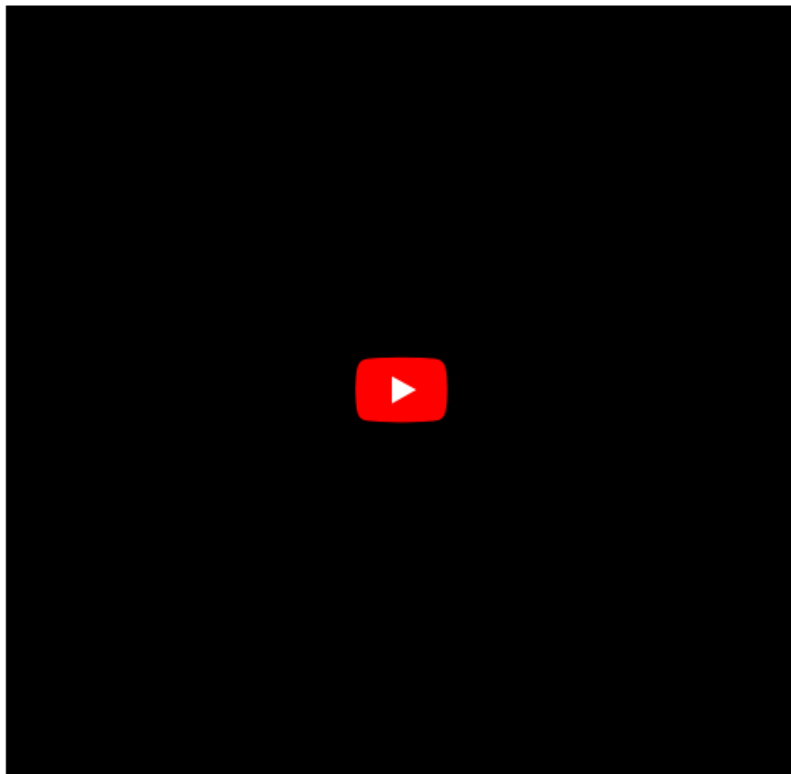
- ✓ Demand delegation findings be brought to full County Council to provide official public response by next Council Meeting.
- ✓ Complaint to the Integrity Ombudsman regarding Council Code of Conduct
- ✓ Access to Information Request requiring all documents, meetings, and notes regarding the lead up and outcome of the September 26, 2023 eviction notice at Brookside.
- ✓ Access to Information Request for all documents and actions related to the Emergency Shelter Review.
- ✓ Access to Information Request regarding all funding received from the Provincial government regarding homelessness, its allocations, and outcomes.
- Investigation regarding process related to emergency sheltering and the purchase of 310 Division

Source: Today's Northumberland Article: <https://todaysnorthumberland.ca/2024/01/25/reverend-neil-ellis-moving-from-st-andrews-church-to-housing-services-manager-with-northumberland-county/#:~:text=Andrew's%20Presbyterian%20Church%20in%20Cobourg,and%20started%20in%20September%2C%202014.>



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Rev. Neil Ellis from St. Andrew's Presbyterian Church in Cobourg is leaving his position and taking on a new role with Northumberland County as Housing Services Manager.

Ellis made the announcement at the Sunday service on January 21, 2024.

Ellis was the 23rd minister to serve at St. Andrew's Church and started in September, 2014.

Choking back tears, Ellis said, "I will be resigning as Minister of St. Andrews," stating he has felt God has been calling him, "to something else."

Through time and prayer and contemplation, Ellis said he has been trying to figure out what that is.

"An opportunity was put in front of me in the Fall. I prayed over it and gave it some thought and spoke with some colleagues and decided...(the video appears to have been edited at that point.)"

Ellis' final Sunday with the church will be on February 11.

Later that month he will be taking on the role as Housing Services Manager.

"Moving into an area that I've had not a lot of work with."

"This congregation has said, "go and serve upon the community," and God I think has lead me on that path."

Ellis, was Chair for the Board of Directors at Transition House and previously acting executive director.

Before his time at St. Andrew's Church, Ellis was a financial advisor specializing in investments and mortgages.

Northumberland County has yet to announce the appointment.

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Salvation Army Community and Family Services in Cobourg On The Move - Again



PETE FISHER

Has been a photojournalist for over 30-years and have been honoured to win numerous awards for photography and writing over the years. Best selling author for the book Highway of Heroes - True Patriot Love

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You may also read!

Video - SARTECS Drop in to Victoria Beach in Cobourg Kicking Off Ribfest

Preparations for 310 Division Opening Include a CLC

Northumberland County Social Services Prepares for Brookside Sale

Source: CRA - T3010 Registered Charity Information Return

TRANSITION HOUSE COALITION OF NORTHUMBERLAND (865909386RR0001)

Revenue	2023	2022	2021	2020
Total eligible amount of all gifts for which the charity issued tax receipts (\$)	\$ 31,618.00	\$ 16,422.00	\$ 31,640.00	\$ 25,344.00
Total eligible amount of tax-receipted tuition fees (\$)	\$ -	\$ -	\$ -	\$ -
Total amount of 10 year gifts received (\$)	\$ -	\$ -	\$ -	\$ -
Total amount received from other registered charities (\$)	\$ -	\$ 2,240.00	\$ 400.00	\$ 25,700.00
Total other gifts received for which a tax receipt was not issued by the charity (excluding	\$ 336,406.00	\$ 21,730.00	\$ 4,106.00	\$ 46,105.00
Total revenue received from federal government (\$)	\$ -	\$ 213,880.00	\$ 166,164.00	\$ 4,300.00
Total revenue received from provincial / territorial governments (\$)	\$ -	\$ -	\$ -	\$ -
Total revenue received from municipal / regional governments (\$)	\$ 1,378,547.00	\$ 1,099,249.00	\$ 866,841.00	\$ 388,677.00
Total tax-receipted revenue from all sources outside of Canada (government and non-g	\$ -	\$ -	\$ -	\$ -
Total non tax-receipted revenue from all sources outside Canada (government and non	\$ -	\$ -	\$ -	\$ -
Total interest and investment income received or earned (\$)	\$ 1,267.00	\$ 343.00	\$ 39.00	\$ -
Gross proceeds from disposition of assets (\$)	\$ -	\$ -	\$ -	\$ -
Net proceeds from disposition of assets (\$)	\$ -	\$ -	\$ -	\$ -
Gross income received from rental of land and/or buildings (\$)	\$ -	\$ -	\$ -	\$ -
Total non tax-receipted revenues received for memberships, dues and association fees	\$ -	\$ -	\$ -	\$ -
Total non tax-receipted revenue from fundraising (\$)	\$ -	\$ -	\$ 1,125.00	\$ 4,883.00
Total revenue from sale of goods and services (except to any level of government in Car	\$ -	\$ -	\$ -	\$ -
Other revenue not already included in the amounts above (\$)	\$ -	\$ 158,769.00	\$ 66,778.00	\$ 72,739.00
Specify type(s) of revenue included in the amount reported at 4650	n/a	n/a	grants	grant, gift cards and wage subsidy
Total revenue (\$)	\$ 1,747,838.00	\$ 1,512,633.00	\$ 1,137,093.00	\$ 567,748.00

Source: CRA - T3010 Registered Charity Information Return

TRANSITION HOUSE COALITION OF NORTHUMBERLAND (865909386RR0001)

Expenses	2023		2022		2021		2020	
Advertising and promotion (\$)	\$	-	\$	5,842.00	\$	5,213.00	\$	298.00
Travel and vehicle expenses (\$)	\$	-	\$	-	\$	-	\$	-
Interest and bank charges (\$)	\$	4,217.00	\$	5,634.00	\$	6,193.00	\$	5,163.00
Licences, memberships, and dues (\$)	\$	-	\$	-	\$	-	\$	-
Office supplies and expenses (\$)	\$	28,711.00	\$	66,442.00	\$	35,945.00	\$	16,992.00
Occupancy costs (\$)	\$	55,047.00	\$	140,365.00	\$	213,234.00	\$	97,867.00
Professional and consulting fees (\$)	\$	65,863.00	\$	36,344.00	\$	38,581.00	\$	24,216.00
Education and training for staff and volunteers (\$)	\$	8,576.00	\$	64,959.00	\$	1,661.00	\$	8,975.00
Total expenditure on all compensation (enter the amount reported at line 390 in Schedule 3, if applicable) (\$)	\$	791,274.00	\$	855,329.00	\$	797,599.00	\$	518,538.00
Fair market value of all donated goods used in charitable activities (\$)	\$	-	\$	-	\$	-	\$	-
Purchased supplies and assets (\$)	\$	562,376.00	\$	140,048.00	\$	25,749.00	\$	15,798.00
Amortization of capitalized assets (\$)	\$	11,014.00	\$	11,852.00	\$	12,821.00	\$	13,949.00
Research grants and scholarships as part of charitable activities (\$)	\$	-	\$	-	\$	-	\$	-
All other expenditures not included in the amounts above (excluding gifts to qualified donees) (\$)	\$	19,003.00	\$	1,255.00	\$	2,068.00	\$	1,117.00
Specify type(s) of expenditures included in the amount reported at 4920		fundraising		fundraising		fundraising		fundraising
Total expenditures before gifts to qualified donees (\$)	\$	1,546,081.00	\$	1,328,070.00	\$	1,139,064.00	\$	702,913.00
Total grants made to non-qualified donees (grantees) — question only asked from 2022 onward (\$)	\$	-	\$	-	n/a	n/a	n/a	n/a
Total expenditures (\$)	\$	1,546,081.00	\$	1,328,070.00	\$	1,139,064.00	\$	702,913.00

Source: CRA - T3010 Registered Charity Information Return

TRANSITION HOUSE COALITION OF NORTHUMBERLAND (865909386RR0001)

Assets	2023	2022	2021	2020
Cash, bank accounts, and short-term investments (\$)	\$ 400,234.00	\$ 419,109.00	\$ 94,412.00	\$ 9,938.00
Amounts receivable from non-arm's length persons (\$)	\$ -	\$ 77,471.00	\$ -	\$ -
Amounts receivable from all others (\$)	\$ 52,215.00	\$ -	\$ 134,456.00	\$ 24,973.00
Investments in non-arm's length persons (\$)	\$ -	\$ -	\$ -	\$ -
Long-term investments (\$)	\$ -	\$ -	\$ -	\$ -
Inventories (\$)	\$ -	\$ -	\$ -	\$ -
Land and buildings in Canada (\$)	\$ 302,594.00	\$ 556,892.00	\$ 556,892.00	\$ 556,892.00
Other capital assets in Canada (\$)	\$ 7,290.00	\$ 38,626.00	\$ 38,626.00	\$ 38,626.00
Capital assets outside Canada (\$)	\$ -	\$ -	\$ -	\$ -
Accumulated amortization of capital assets (\$)	\$ -	-\$ 274,620.00	-\$ 262,768.00	-\$ 249,947.00
Other assets (\$)	\$ 12,377.00	\$ 11,026.00	\$ -	\$ -
Total assets (\$)	\$ 774,710.00	\$ 828,504.00	\$ 561,618.00	\$ 380,482.00

**Source: CRA - T3010 Registered Charity
Information Return**

TRANSITION HOUSE COALITION OF NORTHUMBERLAND (865909386RR0001)	2023	2022	2021	2020
Liabilities	\$ 68,490.00	\$ 55,048.00	\$ 62,070.00	\$ 32,683.00
Accounts payable and accrued liabilities (\$)	\$ 29,531.00	\$ 286,227.00	\$ 185,075.00	\$ -
Deferred revenue (\$)	\$ -	\$ -	\$ -	\$ 20,000.00
Amounts owing to non-arm's length persons (\$)	\$ 97,343.00	\$ 109,640.00	\$ 121,447.00	\$ 132,802.00
Other liabilities (\$)	\$ 195,364.00	\$ 450,915.00	\$ 368,592.00	\$ 185,485.00
Total liabilities (\$)				

Source: CRA - T3010 Registered Charity Information Return

TRANSITION HOUSE COALITION OF NORTHUMBERLAND (865909386RR0001)

Staff	2023	2022	2021	2020	2019
Full-time employees (#)	31	16	15	14	9
Part-time or part-year employees (#)	0	0	0	0	0
Total compensation (\$)	\$ 791,274.00	\$ 855,329.00	\$ 797,599.00	\$ 518,538.00	\$ 257,717.00
Part-time or part-year compensation (\$)	\$ -	\$ -	\$ -	\$ -	\$ -
Professional and Consulting Fees (\$)	\$ 65,863.00	\$ 36,344.00	\$ 38,581.00	\$ 24,216.00	\$ 15,895.00

Source: CRA - T3010 Registered Charity Information Return

Last Name	First Name	Middle Name	Initial	Position	At Arm's Length	Appointed	Ceased
Beaumont	Brad			director	Y	9/24/2022	
Bouman	Ashley			director	Y	6/24/2021	1/26/2023
Ciponi	Madison			director	Y	6/24/2021	
Ciponi	Madison			vice chair	Y	2/9/2023	
Curle	Lisa			treasurer	Y	6/24/2021	11/27/2022
Doidge	Tracey			director	Y	12/1/2021	
Durham	Duane		J	chair	Y	6/24/2021	1/26/2023
Ellis	Neil			chair	Y	2/23/2023	
Lester	Alison			secretary	Y	2/23/2023	
Linney	John			director	Y	6/24/2021	11/1/2021
MacDonald	Meaghan			treasurer	Y	2/23/2023	
McPhee	Alexandra			director	Y	12/1/2021	
Phillips	Tracy			director	Y	11/27/2022	
Reycraft	Anne			director	Y	6/24/2021	1/26/2023
Smith	Donna			director	Y	6/24/2021	
Taipale	Karen			director	Y	6/24/2021	9/30/2021
Taylor	Nelson			vice-chair	Y	10/1/2018	1/26/2023
Warmland	Alyssa			director	Y	6/24/2021	10/31/2021
Wheeldon	Jeff			chair	Y	6/23/2020	6/24/2021

Northumberland County Freedom of Information (FOI) Request Document

310 Division Street - Operationalization Budget

	Description	Cost	
Capital Repairs			
General	Main Area Painting/Patching	\$	80,000.00
	Flooring	\$	20,000.00
	Lighting Upgrade	\$	100,000.00
	Main Drain Replacement	\$	300,000.00
	Fire Seperation Repair	\$	150,000.00
	Replace Bathroom Exhaust Fans (client space and general)	\$	20,000.00
Addressing Barriers			
	Accessible Ramp installation	\$	250,000.00
	Accessible Doors	\$	25,000.00
	Secure Smoking Area/Outdoor Pet Area	\$	25,000.00
	Accessible Main Washroom/Shower/Laundry	\$	60,000.00
Security			
	Law enforcement	\$	40,000.00
	Law enforcement (MFIPPA s.8)	\$	50,000.00
	Law enforcement (MFIPPA s.8)	\$	2,000.00
		\$	15,000.00
	Law enforcement (MFIPPA s.8)	\$	50,000.00
Total Capital Improvement Budget		\$	1,187,000.00
Programming			
Emergency Sheltering	35 units		
	drywall/paint	\$	350,000.00
	furniture	\$	50,000.00
Transitional Housing			
	10 units		
	Kitchen Installation	\$	130,000.00
	drywall and paint	\$	100,000.00

	Fixture Upgrade (bathroom)	\$	200,000.00
	Furniture/Appliances	\$	25,000.00
24/7 Drop In			
	Furniture	\$	25,000.00
Client Programming			
	Programming Space (kitchen/programming)	\$	60,000.00
	Resource Centre	\$	35,000.00
	Health Care Services Space	\$	20,000.00
	Community Kitchen	\$	25,000.00
Administration			
	Staff Offices/Client Meeting Spaces	\$	8,000.00
	Staff Wellness/Breakroom	\$	15,000.00
	Board Room - Social Enterprise	\$	15,000.00
	Programming Total	\$	1,058,000.00
	Total Hard Costs	\$	2,245,000.00
	10% contingency	\$	224,500.00
	Total Cost for full operations	\$	2,469,500.00



Agreement of Purchase and Sale Commercial

Form 500

for use in the Province of Ontario

This Agreement of Purchase and Sale dated this 20th day of November, 2023

BUYER: The Corporation of the County of Northumberland, agrees to purchase from
(Full legal names of all Buyers)

SELLER: Cobourg Retirement Residence Facility Inc., the following
(Full legal names of all Sellers)

REAL PROPERTY:

Address 310 Division Street

fronting on the East side of Division Street

in the City of Cobourg

and having a frontage of 42.48 feet more or less by a depth of 164.88 feet more or less

and legally described as 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 (the "property")
(legal description of land including easements not described elsewhere)

PURCHASE PRICE: 2,300,000.00 Dollars (CDN\$)
(M/M A/A)

Two Million Three Hundred Thousand Dollars Dollars

DEPOSIT: Buyer submits Upon Acceptance
(Herewith/Upon Acceptance/as otherwise described in this Agreement)

Twenty Thousand Dollars Dollars (CDN\$) 20,000.00

by negotiable cheque payable to The Seller's Lawyer in Trust "Deposit Holder" to be held in trust pending completion or other termination of this Agreement and to be credited toward the Purchase Price on completion. For the purposes of this Agreement, "Upon Acceptance" shall mean that the Buyer is required to deliver the deposit to the Deposit Holder within 24 hours of the acceptance of this Agreement. The parties to this Agreement hereby acknowledge that, unless otherwise provided for in this Agreement, the Deposit Holder shall place the deposit in trust in the Deposit Holder's non-interest bearing Real Estate Trust Account and no interest shall be earned, received or paid on the deposit.

Buyer agrees to pay the balance as more particularly set out in Schedule A attached.

SCHEDULE(S) A attached hereto form(s) part of this Agreement.

1. IRREVOCABILITY: This offer shall be irrevocable by Seller until 4:00 pm on 23 the 22nd day of November, 2023, after which time, if not accepted, this offer shall be null and void and the deposit shall be returned to the Buyer in full without interest.

2. COMPLETION DATE: This Agreement shall be completed by no later than 6:00 p.m. on the 8th day of December, 2023. Upon completion, vacant possession of the property shall be given to the Buyer unless otherwise provided for in this Agreement.

INITIALS OF BUYER(S):

MM MN

INITIALS OF SELLER(S):

DN

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3. **NOTICES:** The Seller hereby appoints the Listing Brokerage as agent for the Seller for the purpose of giving and receiving notices pursuant to this Agreement. ~~Where a Brokerage (Buyer's Brokerage) has entered into a representation agreement with the Buyer, the Buyer hereby appoints the Buyer's Brokerage as agent for the purpose of giving and receiving notices pursuant to this Agreement. Where a Brokerage represents both the Seller and the Buyer (multiple representation), the Brokerage shall not be appointed or authorized to be agent for either the Buyer or the Seller for the purpose of giving and receiving notices.~~ Any notice relating hereto or provided for herein shall be in writing. In addition to any provision contained herein and in any Schedule hereto, this offer, any counter-offer, notice of acceptance thereof or any notice to be given or received pursuant to this Agreement or any Schedule hereto (any of them, "Document") shall be deemed given and received when delivered personally or hand delivered to the Address for Service provided in the Acknowledgement below, or where a facsimile number or email address is provided herein, when transmitted electronically to that facsimile number or email address, respectively, in which case, the signature(s) of the party (parties) shall be deemed to be original.

FAX No.:
(For delivery of Documents to Seller)

FAX No.: **613-966-2866**
(For delivery of Documents to Buyer)

Email Address:
(For delivery of Documents to Seller)

Email Address: **mnoble@tmlegal.ca vmcpeake@tmlegal**
(For delivery of Documents to Buyer)

4. **CHATELS INCLUDED:**
All appliances in any of the units or common areas or basement of the Property

Unless otherwise stated in this Agreement or any Schedule hereto, Seller agrees to convey all fixtures and chattels included in the Purchase Price free from all liens, encumbrances or claims affecting the said fixtures and chattels.

5. **FIXTURES EXCLUDED:**
None

6. **RENTAL ITEMS (Including Lease, Lease to Own):** The following equipment is rented and **not** included in the Purchase Price. The Buyer agrees to assume the rental contract(s), if assumable:
None

The Buyer agrees to co-operate and execute such documentation as may be required to facilitate such assumption.

7. **HST: If the sale of the property (Real Property as described above) is subject to Harmonized Sales Tax (HST), then such tax shall be in addition to the Purchase Price.** The Seller will not collect HST if the Buyer provides to the Seller a warranty that the Buyer is registered under the Excise Tax Act ("ETA"), together with a copy of the Buyer's ETA registration, a warranty that the Buyer shall self-assess and remit the HST payable and file the prescribed form and shall indemnify the Seller in respect of any HST payable. The foregoing warranties shall not merge but shall survive the completion of the transaction. If the sale of the property is not subject to HST, Seller agrees to certify on or before closing, that the transaction is not subject to HST. Any HST on chattels, if applicable, is not included in the Purchase Price.

INITIALS OF BUYER(S):

INITIALS OF SELLER(S):

8. **TITLE SEARCH:** Buyer shall be allowed until 6:00 p.m. on the 4th day of December, 2023, (Requisition Date) to examine the title to the property at Buyer's own expense and until the earlier of: (i) thirty days from the later of the Requisition Date or the date on which the conditions in this Agreement are fulfilled or otherwise waived or; (ii) five days prior to completion, to satisfy Buyer that there are no outstanding

work orders or deficiency notices affecting the property, and that its present use [retirement facility] may be lawfully continued and that the principal building may be insured against risk of fire. Seller hereby consents to the municipality or other governmental agencies releasing to Buyer details of all outstanding work orders and deficiency notices affecting the property, and Seller agrees to execute and deliver such further authorizations in this regard as Buyer may reasonably require.

9. **FUTURE USE:** Seller and Buyer agree that there is no representation or warranty of any kind that the future intended use of the property by Buyer is or will be lawful except as may be specifically provided for in this Agreement.

10. **TITLE:** Provided that the title to the property is good and free from all registered restrictions, charges, liens, and encumbrances except as otherwise specifically provided in this Agreement and save and except for (a) any registered restrictions or covenants that run with the land providing that such are complied with; (b) any registered municipal agreements and registered agreements with publicly regulated utilities providing such have been complied with, or security has been posted to ensure compliance and completion, as evidenced by a letter from the relevant municipality or regulated utility; (c) any minor easements for the supply of domestic utility or telecommunication services to the property or adjacent properties; and (d) any easements for drainage, storm or sanitary sewers, public utility lines, telecommunication lines, cable television lines or other services which do not materially affect the use of the property. If within the specified times referred to in paragraph 8 any valid objection to title or to any outstanding work order or deficiency notice, or to the fact the said present use may not lawfully be continued, or that the principal building may not be insured against risk of fire is made in writing to Seller and which Seller is unable or unwilling to remove, remedy or satisfy ~~or obtain insurance save and except against risk of fire (Title Insurance) in favour of the Buyer and any mortgagee, (with all related costs at the expense of the Seller),~~ and which Buyer will not waive, this Agreement notwithstanding any intermediate acts or negotiations in respect of such objections, shall be at an end and all monies paid shall be returned without interest or deduction and Seller, Listing Brokerage and Co-operating Brokerage shall not be liable for any costs or damages. Save as to any valid objection so made by such day and except for any objection going to the root of the title, Buyer shall be conclusively deemed to have accepted Seller's title to the property.

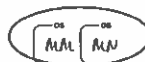
11. **CLOSING ARRANGEMENTS:** Where each of the Seller and Buyer retain a lawyer to complete the Agreement of Purchase and Sale of the property, and where the transaction will be completed by electronic registration pursuant to Part III of the Land Registration Reform Act, R.S.O. 1990, Chapter L4 and the Electronic Registration Act, S.O. 1991, Chapter 44, and any amendments thereto, the Seller and Buyer acknowledge and agree that the exchange of closing funds, non-registrable documents and other items (the "Requisite Deliveries") and the release thereof to the Seller and Buyer will (a) not occur at the same time as the registration of the transfer/deed (and any other documents intended to be registered in connection with the completion of this transaction) and (b) be subject to conditions whereby the lawyer(s) receiving any of the Requisite Deliveries will be required to hold same in trust and not release same except in accordance with the terms of a document registration agreement between the said lawyers. The Seller and Buyer irrevocably instruct the said lawyers to be bound by the document registration agreement which is recommended from time to time by the Law Society of Ontario. Unless otherwise agreed to by the lawyers, such exchange of Requisite Deliveries shall occur by the delivery of the Requisite Deliveries of each party to the office of the lawyer for the other party or such other location agreeable to both lawyers.

12. **DOCUMENTS AND DISCHARGE:** Buyer shall not call for the production of any title deed, abstract, survey or other evidence of title to the property except such as are in the possession or control of Seller. If requested by Buyer, Seller will deliver any sketch or survey of the property within Seller's control to Buyer as soon as possible and prior to the Requisition Date. If a discharge of any Charge/Mortgage held by a corporation incorporated pursuant to the Trust And Loan Companies Act (Canada), Chartered Bank, Trust Company, Credit Union, Caisse Populaire or Insurance Company and which is not to be assumed by Buyer on completion, is not available in registrable form on completion, Buyer agrees to accept Seller's lawyer's personal undertaking to obtain, out of the closing funds, a discharge in registrable form and to register same, or cause same to be registered, on title within a reasonable period of time after completion, provided that on or before completion Seller shall provide to Buyer a mortgage statement prepared by the mortgagee setting out the balance required to obtain the discharge, and, where a real-time electronic cleared funds transfer system is not being used, a direction executed by Seller directing payment to the mortgagee of the amount required to obtain the discharge out of the balance due on completion.

13. **INSPECTION:** Buyer acknowledges having had the opportunity to inspect the property and understands that upon acceptance of this offer there shall be a binding agreement of purchase and sale between Buyer and Seller. **The Buyer acknowledges having the opportunity to include a requirement for a property inspection report in this Agreement and agrees that except as may be specifically provided for in this Agreement, the Buyer will not be obtaining a property inspection or property inspection report regarding the property.**

14. **INSURANCE:** All buildings on the property and all other things being purchased shall be and remain until completion at the risk of Seller. Pending completion, Seller shall hold all insurance policies, if any, and the proceeds thereof in trust for the parties as their interests may appear and in the event of substantial damage, Buyer may either terminate this Agreement and have all monies paid returned without interest or deduction or else take the proceeds of any insurance and complete the purchase. No insurance shall be transferred on completion. If Seller is taking back a Charge/Mortgage, or Buyer is assuming a Charge/Mortgage, Buyer shall supply Seller with reasonable evidence of adequate insurance to protect Seller's or other mortgagee's interest on completion.

INITIALS OF BUYER(S):



INITIALS OF SELLER(S):



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- 15. **PLANNING ACT:** This Agreement shall be effective to create an interest in the property only if Seller complies with the subdivision control provisions of the Planning Act by completion and Seller covenants to proceed diligently at his expense to obtain any necessary consent by completion.
- 16. **DOCUMENT PREPARATION:** The Transfer/Deed shall, save for the Land Transfer Tax Affidavit, be prepared in registrable form at the expense of Seller, and any Charge/Mortgage to be given back by the Buyer to Seller at the expense of the Buyer. If requested by Buyer, Seller covenants that the Transfer/Deed to be delivered on completion shall contain the statements contemplated by Section 50(22) of the Planning Act, R.S.O. 1990.
- 17. **RESIDENCY:** (a) Subject to (b) below, the Seller represents and warrants that the Seller is not and on completion will not be a non-resident under the non-residency provisions of the Income Tax Act which representation and warranty shall survive and not merge upon the completion of this transaction and the Seller shall deliver to the Buyer a statutory declaration that Seller is not then a non-resident of Canada;
(b) provided that if the Seller is a non-resident under the non-residency provisions of the Income Tax Act, the Buyer shall be credited towards the Purchase Price with the amount, if any, necessary for Buyer to pay to the Minister of National Revenue to satisfy Buyer's liability in respect of tax payable by Seller under the non-residency provisions of the Income Tax Act by reason of this sale. Buyer shall not claim such credit if Seller delivers on completion the prescribed certificate.
- 18. **ADJUSTMENTS:** Any rents, mortgage interest, realty taxes including local improvement rates and unmetered public or private utility charges and unmetered cost of fuel, as applicable, shall be apportioned and allowed to the day of completion, the day of completion itself to be apportioned to Buyer.
- 19. **TIME LIMITS:** Time shall in all respects be of the essence hereof provided that the time for doing or completing of any matter provided for herein may be extended or abridged by an agreement in writing signed by Seller and Buyer or by their respective lawyers who may be specifically authorized in that regard.
- 20. **PROPERTY ASSESSMENT:** The Buyer and Seller hereby acknowledge that the Province of Ontario has implemented current value assessment and properties may be re-assessed on an annual basis. The Buyer and Seller agree that no claim will be made against the Buyer or Seller, or any Brokerage, Broker or Salesperson, for any changes in property tax as a result of a re-assessment of the property, save and except any property taxes that accrued prior to the completion of this transaction.
- 21. **TENDER:** Any tender of documents or money hereunder may be made upon Seller or Buyer or their respective lawyers on the day set for completion. Money shall be tendered with funds drawn on a lawyer's trust account in the form of a bank draft, certified cheque or wire transfer using the Lynx high value payment system as set out and prescribed by the *Canadian Payments Act (R.S.C., 1985, c. C-21)*, as amended from time to time.
- 22. **FAMILY LAW ACT:** Seller warrants that spousal consent is not necessary to this transaction under the provisions of the Family Law Act, R.S.O. 1990 unless the spouse of the Seller has executed the consent hereinafter provided.
- 23. **UFFI:** Seller represents and warrants to Buyer that during the time Seller has owned the property, Seller has not caused any building on the property to be insulated with insulation containing urea formaldehyde, and that to the best of Seller's knowledge no building on the property contains or has ever contained insulation that contains urea formaldehyde. This warranty shall survive and not merge on the completion of this transaction, and if the building is part of a multiple unit building, this warranty shall only apply to that part of the building which is the subject of this transaction.
- 24. ~~**LEGAL, ACCOUNTING AND ENVIRONMENTAL ADVICE:** The parties acknowledge that any information provided by the brokerage is not legal, tax or environmental advice, and that it has been recommended that the parties obtain independent professional advice prior to signing this document.~~
- 25. ~~**CONSUMER REPORTS:** The Buyer is hereby notified that a consumer report containing credit and/or personal information may be referred to in connection with this transaction.~~
- 26. **AGREEMENT IN WRITING:** If there is conflict or discrepancy between any provision added to this Agreement (including any Schedule attached hereto) and any provision in the standard pre-set portion hereof, the added provision shall supersede the standard pre-set provision to the extent of such conflict or discrepancy. This Agreement including any Schedule attached hereto, shall constitute the entire Agreement between Buyer and Seller. There is no representation, warranty, collateral agreement or condition, which affects this Agreement other than as expressed herein. For the purposes of this Agreement, Seller means vendor and Buyer means purchaser. This Agreement shall be read with all changes of gender or number required by the context.
- 27. **ELECTRONIC SIGNATURES:** The parties hereto consent and agree to the use of electronic signatures pursuant to the *Electronic Commerce Act, 2000, S.O. 2000, c17* as amended from time to time with respect to this Agreement and any other documents respecting this transaction.
- 28. **TIME AND DATE:** Any reference to a time and date in this Agreement shall mean the time and date where the property is located.

INITIALS OF BUYER(S):



INITIALS OF SELLER(S):



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29. SUCCESSORS AND ASSIGNS: The heirs, executors, administrators, successors and assigns of the undersigned are bound by the terms herein.

SIGNED, SEALED AND DELIVERED in the presence of:

(Witness)

(Witness)

IN WITNESS whereof I have hereunto set my hand and seal:

The Corporation of the County of Northumberland
by its authorized signing officers Maddison Mather & Matthew Mitsch

DocuSigned by: *Maddison Mather*
DocuSigned by: *Matthew Mitsch*
Buyer
Buyer
DEA53C9DA254B3 C69E6B7AA33A4AB

(Seal) 11/23/2023
(Date)
(Seal) 11/23/2023
(Date)

I, the Undersigned Seller, agree to the above offer. Hereby irrevocably instruct my lawyer to pay directly to the brokerage(s) with whom I have agreed to pay commission, the unpaid balance of the commission together with applicable Harmonized Sales Tax (and any other taxes as may hereafter be applicable), from the proceeds of the sale prior to any payment to the undersigned on completion, as advised by the brokerage(s) to my lawyer.

SIGNED, SEALED AND DELIVERED in the presence of:

(Witness)

(Witness)

IN WITNESS whereof I have hereunto set my hand and seal:

Coburg Retirement Residence Facility Inc.
by its authorized signing officer Dan Kanuk

(Seller)
(Seller)

(Seal) (Date)
(Seal) NOV. 21, 2023
(Date)

SPOUSAL CONSENT: The undersigned spouse of the Seller hereby consents to the disposition evidenced herein pursuant to the provisions of the Family Law Act, R.S.O.1990, and hereby agrees to execute all necessary or incidental documents to give full force and effect to the sale evidenced herein.

(Witness)

(Spouse)

(Seal) (Date)

CONFIRMATION OF ACCEPTANCE: Notwithstanding anything contained herein to the contrary, I confirm this Agreement with all changes both typed and written was finally accepted by all parties at _____ this _____, 20____.

DocuSigned by: *Maddison Mather*
DocuSigned by: *Matthew Mitsch*
(Signature of Seller or Buyer) (Signature of Seller or Buyer)
9DEA53C9DA254B3

INFORMATION ON BROKERAGE(S)
Listing Brokerage (Tel.No.)
(Salesperson/Broker/Broker of Record Name)
Co-op/Buyer Brokerage (Tel.No.)
(Salesperson/Broker/Broker of Record Name)

ACKNOWLEDGEMENT

I acknowledge receipt of my signed copy of this accepted Agreement of Purchase and Sale and I authorize the Brokerage to forward a copy to my lawyer:

(Seller) (Date)
(Seller) (Date)
Address for Service
(Tel. No.)
Seller's Lawyer **John Atchison - Gardiner Roberts**
Address **22 Adelaide Street West, Suite 3600, Toronto Ontario M5H 4H3**
Email **jatchison@grllp.com**
416 865-6647 **416 865-6636**
(Tel. No.) (Fax. No.)

I acknowledge receipt of my signed copy of this accepted Agreement of Purchase and Sale and I authorize the Brokerage to forward a copy to my lawyer:

(Buyer) (Date)
(Buyer) (Date)
Address for Service
(Tel. No.)
Buyer's Lawyer **Mark Noble - Templeman LLP**
Address **205 Dundas Street East Suite 200 Belleville Ontario K8N 5A2**
Email **mnoble@tmlegal.ca vmcpeake@tmlegal.ca**
613 966-2620 **613 966-2866**
(Tel. No.) (Fax. No.)

FOR OFFICE USE ONLY **COMMISSION TRUST AGREEMENT**
To: Co-operating Brokerage shown on the foregoing Agreement of Purchase and Sale:
In consideration for the Co-operating Brokerage procuring the foregoing Agreement of Purchase and Sale, I hereby declare that all moneys received or receivable by me in connection with the Transaction as contemplated in the MLS® Rules and Regulations of my Real Estate Board shall be receivable and held in trust. This agreement shall constitute a Commission Trust Agreement as defined in the MLS® Rules and shall be subject to and governed by the MLS® Rules pertaining to Commission Trust.
DATED as of the date and time of the acceptance of the foregoing Agreement of Purchase and Sale. Acknowledged by:
(Authorized to bind the Listing Brokerage) (Authorized to bind the Co-operating Brokerage)

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Schedule A Agreement of Purchase and Sale – Commercial

Form 500
for use in the Province of Ontario

This Schedule is attached to and forms part of the Agreement of Purchase and Sale between:

BUYER: The Corporation of the County of Northumberland, and

SELLER: Cobourg Retirement Residence Facility Inc.

for the purchase and sale of 310 Division Street

..... dated the 20th day of November, 2023

Buyer agrees to pay the balance as follows:

to the Seller, subject to adjustments on completion of this transaction with funds drawn on the Buyer's lawyer's trust account by wire transfer using the Lynx high value payment system as set out and prescribed by the Canadian Payments Act (RSC 1985, c C-21) as amended.

Schedule "A" continues on next page.

This form must be initialed by all parties to the Agreement of Purchase and Sale.

INITIALS OF BUYER(S):

INITIALS OF SELLER(S):

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SCHEDULE "A"

1. The Seller represents and warrants to the Buyer that:
 - (a) this Agreement have been authorized by all requisite corporate and/or other proceedings of the Seller and constitute legal, valid and binding obligations of it enforceable against it in accordance with their terms.

2. The Buyer represents and warrants to the Seller that:
 - (a) this Agreement have been authorized by all requisite corporate and/or other proceedings of the Buyer and constitute legal, valid and binding obligations of it enforceable against it in accordance with their terms.

The representations and warranties in Sections 1 and 2 of this Schedule "A" shall survive closing for a period of 12 months following Closing.

3. The Buyer acknowledges and agrees that:
 - (a) on Closing, title to the property shall be subject to the permitted encumbrances listed in Schedule "B" of this Agreement (the "**Permitted Encumbrances**"); and
 - (b) the property is being purchased and assumed by the Buyer on an "as is, where is" basis as of the Closing Date and except as specifically set out herein, without any express or implied agreement, representation or warranty of any kind whatsoever as to the title, condition, area, suitability for development, physical characteristics, profitability, use or zoning, the existence of latent defects, any environmental matter, the quality thereof or as to the accuracy, currency or completeness of any information or documentation supplied or to be supplied in connection with the property and without limiting the foregoing, any and all conditions or warranties expressed or implied pursuant to the Sale of Goods Act (Ontario) will not apply and are waived by the Buyer.

The provisions of this Section 3 shall not merge on, but shall survive, Closing.

Initials of Buyer(s):



Initials of Seller(s):



SCHEDULE "B"

PERMITTED ENCUMBRANCES

Title to the Property is, and on the Closing Date shall be subject to the following encumbrances (the "**Permitted Encumbrances**"): .

1. Instrument No. CAD1 registered November 17, 1878 being a plan of subdivision
2. instrument No. CB142912 registered March 24 1988 being a development agreement between the Corporation of the Town of Cobourg and 681707 Ontario Limited; and
3. Instrument No. CB158305 registered May 16, 1990 being an encroachment agreement between the Corporation of the Town of Cobourg and Alert Care Corporation

Initials of Buyer(s):



Initials of Seller(s):



Properties

PIN 51099 - 0067 LT *Interest/Estate* Fee Simple
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
Address 310 DIVISION ST
COBOURG

Chargor(s)

The chargor(s) hereby charges the land to the chargee(s). The chargor(s) acknowledges the receipt of the charge and the standard charge terms, if any.

Name TRANSITION HOUSE COALITION OF NORTHUMBERLAND
Acting as a company
Address for Service 10 Chapel Street, Cobourg, Ontario K9A 1H9
A person or persons with authority to bind the corporation has/have consented to the registration of this document.
This document is not authorized under Power of Attorney by this party.

Chargee(s)	Capacity	Share
-------------------	-----------------	--------------

<i>Name</i>	THE CORPORATION OF THE COUNTY OF NORTHUMBERLAND Acting as a company
<i>Address for Service</i>	555 Courthouse Road, Cobourg, Ontario K9A 5J6

Statements

The text added or imported if any, is legible and relates to the parties in this document.

Provisions

<i>Principal</i>	\$2,300,000.00	<i>Currency</i>	CDN
<i>Calculation Period</i>			
<i>Balance Due Date</i>			
<i>Interest Rate</i>			
<i>Payments</i>			
<i>Interest Adjustment Date</i>			
<i>Payment Date</i>			
<i>First Payment Date</i>			
<i>Last Payment Date</i>			
<i>Standard Charge Terms</i>	200033		
<i>Insurance Amount</i>	Full insurable value		
<i>Guarantor</i>			

Additional Provisions

See Schedules

File Number

Chargee Client File Number : 60417

SCHEDULE TO CHARGE

1. The Mortgagor hereby agrees to grant this Mortgage as continuing collateral security for the payment and satisfaction to the Mortgagee of obligations, debts and liabilities present or future, direct or indirect, absolute or contingent, matured or not, extended or renewed at any time owing by the Mortgagor to the Mortgagee or remaining unpaid by the Mortgagor to the Mortgagee heretofore or hereafter incurred or arising and whether incurred by or arising from any agreement or dealings between the Mortgagee and the Mortgagor or any other agreement or dealings with any third party by which the Mortgagee may be or become in any manner whatsoever a creditor of the Mortgagor or howsoever incurred or arising anywhere within or outside of Canada and whether the Mortgagor be bound alone or with another or others and whether principal or surety and any ultimate unpaid balance thereof and whether the same is from time to time reduced and thereafter increased or entirely extinguished and thereafter incurred again including under a security agreement given by the Mortgagor to the Mortgagee dated as of the date hereof, including pursuant to a promissory note (the "Note") given by the Mortgagee to the Mortgagor as payment for the transfer of the Property known municipally as 310 Division Street Cobourg Ontario (the "Mortgaged Property") (collectively referred to hereinafter as the "Liabilities").
2. Provided that the Mortgagor, when not in default, shall have the privilege of paying the whole or any part of the Note without notice or bonus.
3. All costs and expenses relating to such consents, discharges, assurances, easements, and acknowledgements by the Mortgagee shall be borne by the Mortgagor.
4. The Mortgagor hereby covenants and agrees that it will give immediate notice in writing to the Mortgagee of any damage caused by fire, or any other casualty to the premises or the Mortgagor.
5. The Mortgagor covenants and agrees that the Mortgage Property will be kept at all times in good and proper repair and in compliance with all applicable laws.
6. The Mortgagor shall not dispose of or encumber the Mortgaged Property or any part thereof, or affect a change of voting control without the prior written consent of the Mortgagee which may be withheld by the Mortgagor in its discretion.
7. Provided that the herein described Mortgage together with the principal sum secured hereunder and all accrued interest shall immediately become due and payable in full at the exclusive option of the Mortgagee if the Mortgage Property secured hereunder or any part thereof or interest therein is sold, transferred, conveyed, foreclosed, exchanged, assigned, mortgaged, leased or otherwise disposed of or destroyed or the Mortgagor enters into an agreement to effect of the foregoing whether by registered or unregistered instrument and whether for valuable or nominal consideration. The exercise of the said option by the Mortgagee shall not be valid unless expressed in writing and signed by an officer of the Mortgagee, under the Mortgagee's seal.
8. If the Mortgagor defaults in the performance or observance of any covenant, term or proviso herein including default in the payment of the Note and any amount due hereunder, then the Mortgagee may at its option, declare the whole of the principal hereby secured to be forthwith due and payable together with accrued interest thereon.
9. All monies owing pursuant to this Mortgage shall, at the option of the Mortgagee become forthwith due and payable, and all the rights and remedies hereby conferred in respect of the Mortgaged Property shall become immediately enforceable and any and all additional and collateral securities for payment of this Mortgage shall become immediately enforceable upon the happening of any of the following events:
 - (a) if the Mortgagor commits any act of bankruptcy as defined in the Bankruptcy Act (Canada) or becomes an "insolvent person" within the meaning of the said Act;
 - (b) if any proposal is made or any petition is filed by the Mortgagor under any law having for its purpose the extension of time for payment, composition or compromise of the liabilities of the Mortgagor;

- (c) if any receiver, administrator or manager of the Mortgaged Property, assets or undertaking of the Mortgagor is appointed pursuant to the terms of any trust deed, trust indenture, debenture or similar instrument or by or under any judgment or order of any court;
 - (d) if any encumbrance affecting the Mortgaged Property becomes enforceable thereon, any execution, distress or other process of any court becomes enforceable against any of the Mortgaged Property of the Mortgagor or a distress or like process is levied upon any of such property;
 - (e) the failure of the Mortgagor to pay any Liabilities when due;
 - (f) the failure of the Mortgagor to fully comply with and perform any and all terms, covenants, and agreements of this Mortgage.
 - (g) If the Mortgagor ceases to operate a homeless shelter from the Mortgaged Property that is secured by this Mortgage
 - (h) If the Mortgagor defaults in its obligations pursuant to the Mortgagee pursuant to any other agreement between the Mortgagor and Mortgagee including pursuant to any contribution agreement(s).
11. The Mortgagor agrees that upon default hereunder the Mortgagee may appoint a receiver of the land and of the rents and profits therefrom and in making such appointment the Mortgagee shall be deemed to be acting as the attorney for the Mortgagor.
12. The receiver may be vested with any of the powers of the Mortgagee, and the Mortgagee may fix the remuneration of the receiver and direct the payment thereof out of the money arising from the sale, leasing or other dealing with the land. The receiver shall be deemed the agent of the Mortgagor and not the agent of the Mortgagee. All money received by the receiver shall be disbursed by the receiver as follows:
- (a) In discharge of all taxes, insurance premiums and accounts payable affecting the land;
 - (b) In payment of the receiver's fee and expenses;
 - (c) In keeping in good standing any encumbrances prior to this Mortgage;
 - (d) In payment of the amounts due hereunder and the balance, if any, shall be paid to the Mortgagor.
13. In addition to the Standard Charge Terms adopted hereunder the Mortgagor and Mortgagee agree that the following shall apply: Upon Default in payment of principal or interest under the Mortgage or in performance of any of the terms and conditions hereof the Mortgagee may enter into and take possession of the Mortgaged Property hereby charged free from all manner of former conveyances, mortgages, changes or encumbrances without the let, suit, hindrance, interruption or denial of the Mortgagor or any other person whatsoever.
14. The Mortgagor hereby assigns to the Mortgagee, all leases and contracts already in existence and to be created in the future, together with all rents to become due under existing or future leases and, upon an event of default as hereunder provided, confers upon the Mortgagee herein the exclusive power, to be used or not used in its sole discretion, to act as agent, or to appoint a third person to act as agent for the Mortgagor, with power to take possession of and collect all rents and profits arising from the mortgaged premises and to apply such rents and profits at the option of the Mortgagee to the payment of the mortgage debt, interest, insurance, taxes, cost of maintenance and operation, repairs and other expenses similar to the foregoing in such order of priority as the Mortgagee may in its sole discretion determine.
15. The Mortgagor will immediately insure, unless already insured, and during the continuance of the Mortgage keep insured against loss or damage by fire, in such proportions upon each building as may be required by the Mortgagee, the buildings on the land to the amount of not less than their full insurable value on a replacement cost basis in dollars of lawful money of Canada. Buildings shall include all buildings whether now or hereafter erected on the land, and such insurance shall include "all risks" insurance. Policies of insurance herein required shall provide that loss, if any, shall be payable to the Mortgagee as his interest may appear, subject to the standard form of mortgage clause.

Northumberland County Freedom of Information (FOI) Request Document

From: [Moore, Jennifer](#)
To: [Campbell, Kate](#); [Mast, Darrell](#); [Carman, Rebecca](#); [Horne, Lisa](#); [Nitsch, Matthew](#); [Dees, Glenn](#)
Cc: [Smith, Bill](#)
Subject: RE: Time Sensitive: Draft MOU for Transition House - 310 Division
Date: Wednesday, November 29, 2023 9:42:45 AM
Attachments: [image001.jpg](#)
[image002.png](#)
[image003.jpg](#)
[image004.jpg](#)

Hi

I am good with the agreement in general once the various comments are addressed. The one section that I would like to see added is **Advice or recommendations (MFIPPA s.7)**

Regards,

Jennifer

Jennifer Moore CPA, CMA
Chief Administrative Officer
Northumberland County

From: Campbell, Kate <campbellk@northumberland.ca>
Sent: Tuesday, November 28, 2023 5:16 PM
To: Mast, Darrell <MastD@northumberland.ca>; Carman, Rebecca <carmanr@northumberland.ca>; Moore, Jennifer <moorej@northumberland.ca>; Horne, Lisa <HorneL@northumberland.ca>; Nitsch, Matthew <nitschm@northumberland.ca>; Dees, Glenn <deesg@northumberland.ca>
Cc: Smith, Bill <smithb@northumberland.ca>
Subject: RE: Time Sensitive: Draft MOU for Transition House - 310 Division

Added one comment on page 2.

K

From: Mast, Darrell <MastD@northumberland.ca>
Sent: Tuesday, November 28, 2023 4:59 PM
To: Carman, Rebecca <carmanr@northumberland.ca>; Moore, Jennifer <moorej@northumberland.ca>; Horne, Lisa <HorneL@northumberland.ca>; Nitsch, Matthew <nitschm@northumberland.ca>; Dees, Glenn <deesg@northumberland.ca>
Cc: Smith, Bill <smithb@northumberland.ca>; Campbell, Kate <campbellk@northumberland.ca>
Subject: RE: Time Sensitive: Draft MOU for Transition House - 310 Division

Comments/edits on the draft attached.

Darrell.

From: Carman, Rebecca <carmanr@northumberland.ca>
Sent: Monday, November 27, 2023 4:56 PM
To: Moore, Jennifer <moorej@northumberland.ca>; Mast, Darrell <MastD@northumberland.ca>; Horne, Lisa <HorneL@northumberland.ca>; Nitsch, Matthew <nitschm@northumberland.ca>; Dees, Glenn <deesg@northumberland.ca>
Cc: Smith, Bill <smithb@northumberland.ca>; Campbell, Kate <campbellk@northumberland.ca>
Subject: Time Sensitive: Draft MOU for Transition House - 310 Division

Hi everyone,

Please find attached a draft MOU that Bill and I have developed today to begin discussions with Transition House.

If I do not hear from the group prior to end of day Wednesday, we will circulate this to Transition House in order to begin to navigate the discussions with Transition House.

Recognizing that we are trying to work to a publication date of December 13 – I am hoping that we can begin discussions with Transition House at the end of this week.

I am asking that you review the draft MOU and confirm that you are comfortable with it and us going public with the purchase upon the signing of the agreement.

One question – [REDACTED] Economic and Other Interests s.11(a) MFIPPA
[REDACTED]

- I am of two minds here – Advice or recommendations (MFIPPA s.7) and Economic and other interests (MFIPPA s.11)
[REDACTED]
[REDACTED]
[REDACTED]
 - [REDACTED]
[REDACTED]
[REDACTED]
- [REDACTED]

Thanks,
Rebecca

Rebecca Carman (she / her / hers)
Associate Director, Housing and Homelessness &
Northumberland County Housing Corporation General Manager

555 Courthouse Road, Cobourg, ON, K9A 5J6

T. 905-372-3329 ext. 2286 | **Toll Free** 1-800-354-7050 ext 2286 | **Fax** 905-372-6701

Northumberland.ca | **Facebook:** [@ncounty](https://www.facebook.com/ncounty) | **Twitter:** [@nthld_county](https://twitter.com/nthld_county)



Northumberland County Freedom of Information (FOI) Request Document

From: [Nitsch, Matthew](#)
To: [Carman, Rebecca](#); [Moore, Jennifer](#); [Horne, Lisa](#); [Dees, Glenn](#); [Mast, Darrell](#)
Cc: [Smith, Bill](#)
Subject: RE: 310 Division Street - Vendor Takeback Mortgage
Date: Wednesday, January 10, 2024 10:14:00 AM
Attachments: [image001.jpg](#)
[image002.png](#)
[image003.jpg](#)
[image004.jpg](#)

Hi Rebecca,

We can borrow money from IO today at **Economic or Other Interests s 11(a) MFIPPA** **Economic and Other Interests s 11(a) MFIPPA** – I'm assuming. I can do some digging on current **Economic and Other Interests s 11(a) MFIPPA** and I can also talk to our investment advisors and see what we would **Economic and Other Interests s 11(a) MFIPPA** today because that is our opportunity cost of not having that money to invest.

Would it be possible to get Marks thoughts also if he is going to put the mortgage together?

Thanks,
Matthew

Matthew Nitsch, MBA, CPA, CMA
Director of Finance / Treasurer
County of Northumberland
555 Courthouse Road
Cobourg, ON
K9A 5J6

(905) 372-3329 Ext. 2246
1-800-354-7050
nitschm@northumberlandcounty.ca

From: Carman, Rebecca <carmanr@northumberland.ca>
Sent: Monday, January 8, 2024 4:36 PM
To: Moore, Jennifer <moorej@northumberland.ca>; Horne, Lisa <HorneL@northumberland.ca>; Nitsch, Matthew <nitschm@northumberland.ca>; Dees, Glenn <deesg@northumberland.ca>; Mast, Darrell <MastD@northumberland.ca>
Cc: Smith, Bill <smithb@northumberland.ca>
Subject: 310 Division Street - Vendor Takeback Mortgage

Hi all,

I am going to be giving direction to Mark Noble from Templeman for the vendor takeback mortgage for 310 Division. I am **Advice or Recommendations s 7 MFIPPA**

I am proposing that we **Advice or Recommendations s 7 MFIPPA**

This Contribution Agreement would allow for us to ensure that our **Advice or Recommendations s 7 MFIPPA**

Through this methodology we could also seek a **Advice or Recommendations s 7 MFIPPA**

The only thing I think I need is the anticipate **Advice or Recommendations s 7 MFIPPA** We are looking for the **Advice or Recommendations s 7 MFIPPA** as this will determine both the interest rate **Advice or Recommendations s 7 MFIPPA**

Thanks,
Rebecca

Rebecca Carman (she / her / hers)
Associate Director, Housing and Homelessness &
Northumberland County Housing Corporation General Manager

555 Courthouse Road, Cobourg, ON, K9A 5J6
T. 905-372-3329 ext. 2286 | Toll Free 1-800-354-7050 ext 2286 | Fax 905-372-6701
Northumberland.ca | Facebook: [@ncounty](https://www.facebook.com/@ncounty) | Twitter: [@nthld_county](https://www.twitter.com/@nthld_county)



Northumberland County Freedom of Information (FOI) Request Document

Mather, Maddison

From: Carman, Rebecca
Sent: Wednesday, November 29, 2023 3:14 PM
To: Campbell, Kate
Subject: RE: Info for 310 planning

Sorry for the delay, see below

Rebecca Carman (she / her / hers)
Associate Director, Housing and Homelessness & Northumberland County Housing Corporation General Manager

From: Campbell, Kate <campbellk@northumberland.ca>
Sent: Monday, November 27, 2023 1:46 PM
To: Carman, Rebecca <carmanr@northumberland.ca>
Subject: Info for 310 planning

Hi Rebecca -

1) As time permits, can you please respond to the below questions as best you're able and flip this back to me to support development of the communications strategy as quickly as possible? Where questions relate to timing, even seasons would be fine (spring, summer etc) if that's all we're able to say.

2) I also sent an email to the group last week (possibly Friday?) with an initial list of target audiences and proposed tactics. Can you please review and let me know if I'm missing anyone/anything from your perspective?

Will do this immediately after

Advice or recommendations (MFIPPA s.7)



We spoke on this

Thanks for your help.
Kate

Question

- do we have an approximate timeline for when we will transition from TH to the new facility?

We will work in collaboration and partnership with Transition House to identify the best way to transition services to the new location. We imagine it will likely be phased. **Advice or recommendations (MFIPPA s.7)**



- we said in closed session presentation approximately 35 shelter beds - is that still accurate? Will it open with that many beds, or fewer to start?

- **We will transfer the beds that are currently in the system from the shelter and overflow (everything outside family diversion)**
- **We will have to open it likely in a phased approach**
- will the warming hub transition to the site first, or shelter beds first (or simultaneous)?
- **Likely warming hub if we can pull it off this winter**
- do we have a sense of when we might consider shifting to 24-7 services, understanding budget, recruitment, training etc would all be required?

no

- what was final purchase price?

\$2,300,000 (not including closing costs)

- was November 16 the first council officially heard of this? What were the dates: offer was made, offer was accepted, closing?

**Yes, we found out about it on November 8 and presented on the 16th (to give a sense of how quickly we've moved)
Offer made on November 18, we revised it and submitted a revised offer on the 20th, it was accepted on the 21st
Closing is December 8th at 6PM**

- how will the funding arrangement work with transition house?

We are entering into an MOU to declare our intentions, we will then enter into a vendor takeback mortgage whereby the County acts as the lender and Transition House is the borrower.

Advice or recommendations (MFIPPA s.7) and Economic and other interests (MFIPPA s.11)



Housing Services Manager/ GM of NCHC Interview Schedule

Interview Panel: Rebecca Carman, Lisa Horne, Glenn Dees & Kirsty Brown

Location: Committee Room A

Friday, December 15, 2023 (9:00am - 3:30pm)

9:00 am : Neil Ellis

10:30 am : REDACTED INFORMATION

----- **BREAK 12:00pm-1230pm**-----

12:30 pm : REDACTED INFORMATION

2:00 pm : REDACTED INFORMATION



Employment Opportunity

Located an hour east of Toronto, the thriving Southeastern Ontario community of Northumberland County has a rich history of agricultural production, world-class manufacturing, and economic viability. As the upper tier of municipal government, we weave together seven diverse yet complementary municipalities.

Currently, we are looking to fill the following existing vacancy:

Housing Services Manager/General Manager of Northumberland County Housing Corporation (NCHC)

Permanent, Full-Time

Reporting to the Associate Director of Housing and Homelessness, the Housing Services Manager/General Manager of the Northumberland County Housing Corporation (NCHC) is responsible for the oversight of Housing Services Division in the delivery of community housing and affordable housing initiatives. The Housing Services Manager/General Manager of the NCHC will be part of a dynamic team working to grow housing stock in our community while also preserving current stock and ensure it is in a good state of repair.

The Housing Services Manager/General Manager of the NCHC will be a key contributor and leader of the implementation of critical County housing strategies including the Community Housing Master Plan, Affordable Housing Strategy, 10-year Housing and Homelessness Plan, NCHC 5-year Strategic Plan, and the NCHC Asset Management Plan. In the role of the General Manager of the NCHC, this position is responsible to direct the operations of the NCHC under the guidance of a skills-based Board of Directors.

Duties & responsibilities:

As Housing Services Manager, this position will be responsible for:

- Develop annual business plans for the Housing Services Division that sets budget priorities, workplan and targets that fit with the County's strategic priorities and address future direction.
- Collaborate with stakeholders (clients, colleagues and community) to design, develop, and implement integrated programs within an accountability framework (programs could include staff engagement, poverty reduction initiatives, communications strategies, homelessness, Early Years, income and employment).
- Participate as a member of the department leadership team and assist with the development of department priorities.
- Assume periodic emergency social service responsibilities.
- Lead the implementation of the Affordable Housing Strategy, including networking and working with member municipalities, developers and other partners, including County-funded programs.
- Responsible for ensuring adherence to all aspects of relevant legislation, including the Housing Services Act, 2011, assessing household eligibility for RGI and specific priority areas – Special Priority (victims fleeing family violence) and Modified Unit requirements.
- Directing and leading delivery of public, non-profit and co-operative housing within the County. Ensure housing providers are adhering to provincial legislation meeting their obligations in compliance with the Provincial Housing legislation and regulations, County policies directives and policies and standards, various social housing program operating agreements and other applicable legislation.
- Implement the Community Housing Master Plan, review strategies, negotiating new agreements with existing providers, consider strategies to expand number of providers delivering community housing.

As General Manager of the NCHC (registered Officer of the Corporation), this position will be responsible for:

- Manage shareholder relationship in leading communication between County Council and the Board of the NCHC.
- Oversee the successful implementation of the Purchased Services Agreement between the County and NCHC.
- Act as instructing client for legal counsel on matters of litigation and contracts – providing direction on behalf of the Board.
- Oversee the adherence to relevant legislation, corporate by-laws, NCHC policies and County policies and directives.
- Support the governance of the Board of Directors through developing agendas, coordination with other departments, developing business plans and annual budgets, monitoring budgets and make recommendations to the Board.
- Ensure Training of cross-departmental staff to ensure adherence to legislation and best practices in housing retention.
- Development, Implementation and Actioning of the NCHC 5-year Strategic Plan and the NCHC Asset Management Plan.
- Lead and ensure client-centred approaches are being carried out by all County staff and contractors serving the NCHC, foster communities that are based in Equity Diversity and Inclusion.
- Lead and manage unionized staff within Social Services
- Oversee the housing services division to manage the full lifecycle of tenancies, from offer of housing, lease signing, annual inspections, maintenance concerns, neighbour issues, etc. through to end of tenancy, including post-tenancy.
- Support the development and implementation of a growth strategy and targets for the NCHC to support the County in meetings its Affordable Housing Strategy.
- Support the creation of unique affordable housing opportunities that serves households at risk of homelessness, or experiencing homelessness, negotiate partnership agreements with support service providers.

Qualifications & Skills:

- College and/or University degree in Public Administration, Social Services, or a related field of study.
- 3-5 years of progressive leadership experience in social services and/or housing experience in a municipal or broader public, private or voluntary sector.
- Previous experience in a supervisory role would be an asset for this position. Expertise in supervisory/management techniques and principles to contribute to and build upon a healthy work environment (i.e., relationship management, team building, mentoring, etc.)
- Knowledge and understanding of and the ability to interpret complex legislation and funding information (including the Municipal Freedom of Information and Protection of Privacy Act, the Housing Services Act, Residential Tenancies Act, Human Rights Code, Ontarians with Disability Act, Workplace Health and Safety.)
- Comprehensive knowledge of the community needs and services.
- Knowledge of housing legislation, policies, trends, and issues, including eviction prevention and housing retention processes and application to coach staff responses to tenants, clients and applicants who may be hard to house.
- Demonstrated ability to coach and mentor frontline staff, community housing providers and other service deliverers on expectations related to housing retention and adherence to Service Manager Directives.
- Strong verbal and written communication, presentation skills are required for this position.

- Understanding of corporate and municipal governance protocols and practices would be an asset.
- Demonstrated political acuity in navigating emerging issues with a wide range of audiences is an asset.
- Policy analysis experience would be considered an asset for this position.
- Expert and collaborative problem solving and relationship building skills are required.
- Demonstrated ability to exercise discretion and tact to maintain a high degree of confidentiality.
- Demonstrated customer service skills at a level to develop and maintain cooperative and collaborative working relationships with the public, staff, inter-departmental and external agencies.
- Comfort around exercising innovation and assessing risk; ability to demonstrate initiative with commitment to continuous improvement.
- Knowledge of municipal government, budget processes, and accounting principles, purchasing and procurement processes.
- Demonstrated proficiency in Microsoft Office and any other related software. Experience in Yardi, eScribe, and other relevant systems are considered an asset.
- Strong interpersonal and organizational skills demonstrated time management skills with the ability to prioritize workloads and meet deadlines with minimal supervision.
- Valid Class G drivers' licence and access to a vehicle with an ability to travel within Northumberland County and throughout Ontario as required. **An acceptable driver's abstract must be submitted with your application.**

We thank all applicants for their interest, however, only those selected for an interview will be notified. The successful candidate will be required to submit a satisfactory criminal background check, including a vulnerable sector screen, prior to the commencement of employment.

When emailing your application, please ensure your cover letter, résumé and any other supporting documents are submitted in one file (preferably MS Word (.docx) or Adobe (.pdf)). We invite you to submit your application **by 4:30pm on Monday, November 20, 2023, to:**

Human Resources
 County of Northumberland
 555 Courthouse Road
 Cobourg, ON K9A 5J6
Email: hr@northumberland.ca
 Fax: 905-372-3046

Please note that accommodations are available, upon request, to support applicants with disabilities throughout the recruitment process. Please e-mail your request to accessibility@northumberland.ca or call 905-372-3329 ext. 2327. Alternative formats of this job posting are available upon request.

Personal information collected through the recruitment process will be used solely for the purpose of candidate selection, in accordance with the Municipal Freedom of Information and Protection of Privacy Act.



April 23, 2024

James Bisson

Personal Information - MFIPPA

Access Request: Northumberland County File # 2024-08

Dear Mr. Bisson,

Further to the letter to you dated April 16, 2024, from Deputy Clerk Cheryl Sanders, and your FOI Request # 2024-08 which we received on April 16th, a search has been conducted and the responsive records have been reviewed.

A decision has been made to grant access to the responsive records, in part. Information on one of the records has been redacted pursuant to Section 14 of the *Municipal Freedom of Information and Protection of Privacy Act*.

The *Act* allows an organization to charge fees for processing an FOI request, including search time, records preparation, and photocopying. In this case, there will be no charges to you for the records.

You requested the following information:

“Hiring of Neil Ellis

- Copy of the posting for the position with the dates it was opened and closed for applications.
- Number of candidates who applied for the position.
- Dates of interviews with list of those interviewing.
- Date of Hire
- Commencement Date”

Below is a list of the responsive records included with this letter, and/or the information you seek. All information was received from the County's Human Resources Department.

- Position posting, including the closing date of November 20, 2023.
 - "Employment Opportunity Housing Services Manager/General Manager of Northumberland County Housing Corporation (NCHC)", attached
- The position posting was made available (opened) on November 1, 2023.
- 12 applications were received.
- 4 individuals were interviewed.
- Candidates were interviewed on December 15, 2023 - see attached "Interview Schedule"
 - In accordance with Section 14 of the *Act*, the names of the candidates are not provided.
 - Section 14 of the *Act* states in part (excerpt only):

" Personal privacy

14 (1) A head shall refuse to disclose personal information to any person other than the individual to whom the information relates except,

- (a) upon the prior written request or consent of the individual, if the record is one to which the individual is entitled to have access;

Presumed invasion of privacy

(3) A disclosure of personal information is presumed to constitute an unjustified invasion of personal privacy if the personal information,

- (d) relates to employment or educational history;"

- Date of Hire: a verbal offer of employment was made to Neil Ellis on January 10, 2024, and verbally accepted on January 11, 2024.
- Commencement Date of successful candidate: February 26, 2024

**555 Courthouse Road, Cobourg, Ontario K9A 5J6
phone 905-372-3329 • fax 905-372-1696**

You may request Ontario's Information and Privacy Commissioner to review this decision within thirty days from the date of this letter. The Commissioner's address is:

Suite 1400, 2 Bloor Street East
Toronto, ON M4W 1A8

Should you wish to appeal this decision, the Information and Privacy Commissioner charges a fee of \$25.00.

If you have any questions, please contact me, and reference FOI File # **2024-08**.

The County now considers FOI File #2024-08 as Closed.

Sincerely,



Maddison Mather
Manager, Legislative Services / Clerk

attach.

MEMORANDUM OF UNDERSTANDING

This Agreement made on this 6 day of December, 2023

BETWEEN:

Transition House Coalition of Northumberland (“Transition House”)

-and-

The Corporation of the County of Northumberland (The “County”)

SUBJECT: Emergency Shelter and Warming Space Services – 310 Division Street, Cobourg, Ontario

PREAMBLE:

Homelessness is at a critical point in Northumberland County. Northumberland County has taken necessary steps in partnering with Transition House Coalition of Northumberland to expand its services with the purchase of 310 Division St in Cobourg. This aligns with the recommendations from the County’s 2023 Sheltering System Report.

This will expand the current capabilities of the sheltering system and serve as a community hub where people that are experiencing homelessness or at risk can find shelter, food, and resources for their individual needs. This response will not only add valuable beds to our community’s shelter system but have the capacity to operate 24 hours a day, making certain everyone can come in from the elements.

WHEREAS:

1. Northumberland County wishes to partner with Transition House to provide the relevant services to our homeless and at-risk populations.
2. Northumberland County has purchased the property known municipally as 310 Division Street, Cobourg Ontario (“310 Division” or the “Property”) with the intention that it be further transferred to Transition House for the purpose of a centralized emergency sheltering hub.
3. It is the intention of the parties to enter into a Vendor Takeback Mortgage to support all or part of Transition House’s purchase of 310 Division from the County for the purposes of redeveloping the property as a centralized emergency sheltering hub.

NOW, THEREFORE:

In consideration of the mutual covenants herein, and for the sum of Two Dollars (\$2.00) Canadian currency duly paid by each party to the other, the receipt and sufficiency of

which is hereby confirmed, and for other good and valuable consideration, the parties hereby agree as follows:

A. AGREEMENTS IN PRINCIPLE

1. The parties hereby agree in principle that:

a. Transition House shall:

- i. Agree to purchase the Property from the County on the same terms as the County did when it acquired the Property, including but not limited to purchasing the Property 'as-is, where-is', accepting chattels remaining in the property, as well as all existing encumbrances.
- ii. Adhere to the terms of a renegotiated service agreement for centralized emergency sheltering services that include the following:
 - a) Provide emergency shelter services to primarily unhoused adults in Northumberland County.
 - b) Provide programs and services related to housing and homelessness.
 - c) Provide a temporary warming space and food to individuals in need.
 - d) Provide temporary/transitional housing to eligible individuals until permanent housing can be attained.
 - e) Work with community groups to provide needed in house services (mental health, health, housing, and addictions).
 - f) Meet quarterly with the County to discuss collaborative opportunities and enhance our working relationship.
- iii. Agree to sell the current Transition House building, subject to the approval of the County acting reasonably, with proceeds supporting the purchase of 310 Division Street.
- iv. Agree to begin fundraising campaign to support the acquisition of 310 Division Street and programming requirements.
- v. Agree to work with the County to determine communication strategy, including public disclosure and consultation.

b. The County Shall:

- i. Enter into a Vendor Takeback Mortgage with Transition House as the lender subject to reasonable terms that align with the objectives stated herein, to support the purchase of the Property by Transition House.
- ii. Commit to establishing mortgage terms that do not 'profit' the County but limit to a cost recovery basis, including potential lost interest revenue.
- iii. Review 2024 Service Agreement structure for the delivery of services at 310 Division.
- iv. Work with Transition House to support the successful transfer of the property and delivery of homelessness services.
- v. Partner with Transition House as the lead point for coordinated entry into homelessness services, including:
 - a) Negotiation of Service Agreement and Programs.
 - b) Provide support to Transition House in providing the services.
 - c) Seek the guidance and expertise from Transition House to develop homelessness specific programs and processes.
 - d) The lead contact for the Service Agreement will be the Manager of Homelessness Services.

B. CONFIDENTIALITY

2. In this Part B, "confidential information" includes any non-public information, in any form, whether written, oral, or electronic, that a party disclosing that information identifies as confidential or that, by its nature, a reasonable person would understand to be confidential, including, without limitation, trade secrets, proprietary information such as intellectual p[roperty, financial information, customer information, business plans, technical data, and "personal information" as defined in the *Municipal Freedom of Information and Protection of Privacy Act* and "personal health information" as defined in the *Personal Health Information Protection Act* and all other information that the parties are obliged not to disclose, or has the discretion not to disclose under provincial or federal legislation or otherwise at law.
3. Each party agrees not to divulge to any third party or to use or to disclose even to their agents or within their organization except in connection with, and as reasonably necessary for, the performance of its obligations hereunder:
 - a. any confidential information of the other party's business or clients, or any information relating to tenants or potential tenants, learned in the course hereof;

- b. any confidential information contained in any documents provided to pursuant to this Agreement.
4. The obligations in section 3, above, shall not apply to any information which is already in the public domain, is already known to the other party, has been obtained from a third party without the violation of any duty to the other party, where the receiving party can demonstrate to have been independently developed by that party without any use of confidential information, or where disclosure is require by law.
5. The parties agree to take all commercially reasonable steps to protect any confidential information received pursuant to this agreement, and shall at a minimum take the same care to prevent the disclosure of the other party's confidential information as they would take with respect to their own confidential information.
6. Where any party determines that the disclosure of confidential information obtained from the other party is required by law it shall take all reasonable steps to limit the disclosure of confidential information to the minimum extent required to meet the requirement, and shall immediately notify the other party of the requirement to disclose so that party may take steps to limit or prevent the disclosure including but not limited to seeking injunctive or other relief from the Courts.
7. Despite anything to the contrary in this Agreement, the parties hereby agree that the obligations in this Part B are binding on the parties and any permitted assigns, and shall survive the termination of this Agreement for any reason.

C. TERM AND TERMINATION

8. This Agreement shall be in force from the date first noted above until the ___ day of _____, 20__ or until it is superseded or replaced by a subsequent agreement (Vendor Takeback Mortgage) or is terminated in accordance with this Agreement.
9. Either party may terminate this Agreement in the event the other party is in breach of the Agreement upon thirty (30) days' prior written notice, unless the party receiving notice corrects the default to the satisfaction of the non-defaulting party, acting reasonably, within such thirty (30) day period
10. Either party may terminate this Agreement immediately upon written notice to the other party upon the bankruptcy, insolvency or placing into receivership of the other party.
11. Either party to this Agreement may terminate this agreement at any time by giving (90) days prior written notice to the other party.

D. COMMUNICATIONS

12. The Communication Protocol associated with this Agreement is appended to this Agreement as Schedule A. Both parties hereby agree to adhere to this protocol with respect to the matters referred to within this Agreement.

E. GENERAL

13. Any written notices required by this Agreement will be deemed to have been properly served if mailed or delivered to the following addresses:

FOR Transition House Coalition of Northumberland:

10 Chapel Street
Cobourg ON
K9A 1H9
Attention: Neil Ellis, Interim Executive Director

FOR Northumberland County:

555 Courthouse Road
Cobourg On
K9A 5J6
Attention: Rebecca Carman, Associate Director, Housing and Homelessness

Or as amended by either party in writing from time to time.

14. Neither party may assign or otherwise transfer this Agreement without the prior written consent of the other party.
15. This Agreement shall enure to the benefit of and bind the parties hereto and their respective legal representatives, successors, and assigns.
16. This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the Federal laws of Canada applicable therein.
17. This document, including the preamble and any Schedules, sets forth the entire agreement between the parties with respect to the subject matter hereof and shall be amended only by a written amendment signed by both parties.
18. If any provision of this agreement is determined by a court of competent jurisdiction to be illegal, invalid or unenforceable, that provision will be severed from this agreement and the remaining provisions will continue in full force and effect, without amendment.
19. No provision of this Agreement shall be amended, altered, or waived except by a further written agreement between the parties. No waiver of a provision of this Agreement shall operate as a waiver of any other provision or of the same provision on a future occasion.
20. The parties hereby acknowledge and agree 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, nor any successor Councils thereto. Without limiting the forgoing, the Parties acknowledge that they will not receive any special consideration by virtue of having entered into this Agreement or by virtue of the existence of this Agreement except as may be expressly set out herein.

21. The parties agree that this Agreement may be executed in counterpart and transmitted by electronic means and that the reproduction of signatures in counterpart by way of electronic means will be treated as though such reproduction were executed originals.

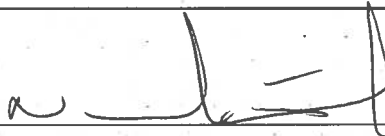
[Signature Page Follows]

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

Signed, Sealed and Delivered

**TRANSITION HOUSE COALITION OF
NORTHUMBERLAND**

Per: _____



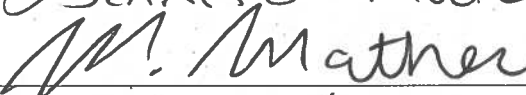
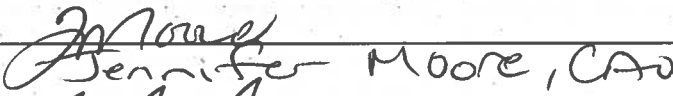
Per: _____

NEIL ELLIS

I/We have authority to bind the corporation.

**CORPORATION OF THE COUNTY OF
NORTHUMBERLAND**

Per: _____



Per: _____

Maddison Mather.

We have authority to bind the corporation.

**Meeting of Board of Directors
Minutes**

January 31, 2024

1:30 p.m. – 3:00 p.m.

Northumberland County Zoom Video Conference

Board Members Present (Virtual):

Cathy Borowec, Neil Ellis, Councillor John Logel, Maryam Mohajer-Ashjai, Jacqueline Pennington, Lindsey Reed, Anneke Russell.

Board Members' Present (In-Person): Chair Victor Fiume, Steve Gilchrist, Councillor Mandy Martin, Jennifer Moore.

Board Members' Regrets: Lou Rinaldi

Staff:

- Rebecca Carman, General Manager (Appointed by Board)
- Denise Marshall, Director Public Works
- Darrell Mast, Municipal Solicitor
- Mathew Nitsch, Director Finance / Treasurer
- Christopher Reuse, Manager Major Capital Projects
- Willie Reyns, Project Manager
- Cheryl Sanders, Deputy Clerk
- Kimberley O'Leary, Financial Planning Manager
- Adam McCue, Associate Director Public Works

1. Call to Order

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

2. Territorial Land Acknowledgement

Victor Fiume

[Maryam Mohajer-Ashjai joined the meeting at 1:34 p.m.]

3. Approval of the Agenda

Moved by: Anneke Russell

Seconded by: Neil Ellis

"That the agenda for the January 31, 2024 regular meeting of the Northumberland County Housing Corporation Board of Directors be approved."

Disposition: **Carried**

4. Declaration of Interest

- No declarations.

5. Approval of Minutes

5.1 Minutes of November 22, 2023 Regular Board Meeting

Moved by: Steve Gilchrist

Seconded by: Anneke Russell

“**That** the minutes of the November 22, 2023 Regular Meeting of the Board of the Northumberland County Housing Corporation be approved.”

Disposition: **Carried**

6. Resignation of Council Representative – Warden Brian Ostrander

- Chair Fiume advised the Board that Warden Brian Ostrander has submitted his letter and resignation as Council Representative Member of the NCHC Board. Councillor Mandy Martin has been appointed as Council Representative in his place.

Moved by: John Logel

Seconded by: Lindsey Reed

“**That** the NCHC Board of Directors receive the resignation of Warden Brian Ostrander.”

Disposition: **Carried**

7. Elgin Park Redevelopment Project Update

- Willie Reys provided a detailed update regarding construction progress to date on the Elgin Park Redevelopment Project, noting that Phase 1 has reached substantial performance and all major deficiencies have been corrected and emergency backup sump pump systems and basement storage cage installations are complete.
- Phase 2 abatement and demolition has been completed for the 4 remaining duplex's that were onsite. Soil analysis has been completed and overburden soils will need to be disposed at Brighton landfill due to high sodium absorption rate in the soils.
- Willie provided an additional detailed update regarding change orders.

[Jacqueline Pennington joined the meeting at 1:43 p.m.]

Moved by: Steve Gilchrist
Seconded by: Anneke Russell

“That the NCHC Board of Directors receive the Elgin Park Redevelopment project update for information.”

Disposition: **Carried**

8. Revised Chargeback Policy

- Rebecca Carman provided a detailed update regarding the Revised Chargeback Policy, noting that revisions to the policy are intended to incorporate loss of NCHC staff time and non-emergency usage of the after-hours emergency line. In the event that willful damage, neglect, loss of NCHC staff time, non-emergency usage of the after-hours emergency line is identified, appropriate action will be taken.
- Rebecca further noted that this policy is intended to be used sparingly and would never be applied on the first call. If calls are of a repetitive nature, then the policy would be applied. In this circumstance, education on what is deemed an emergency would be provided to the tenant, as needed.

Moved by: John Logel
Seconded by: Lindsey Reed

“That the NCHC Board of Directors approve the amended Chargeback Policy.”

Disposition: **Carried**

9. Update on Faces and Facts Social Media Campaign

- Rebecca Carman provided a verbal update regarding the Faces and Facts Social Media Campaign noting that a second phase of the media campaign is under development. This campaign will include quotes with interviewees faces and other facts, and will launch in late Spring 2024.

Moved by: Jennifer Moore
Seconded by: Cathy Borowec

“That the NCHC Board of Directors receive the verbal update on the Faces and Facts social media campaign for information.”

Disposition: **Carried**

10. NCHC General Manager Recruitment Update

- Rebecca Carman provided a verbal update to the Board regarding NCHC General Manager Recruitment, noting that Neil Ellis has been successfully recruited for the position of Housing Services Manager / General Manager of the NCHC. Neil Ellis will be joining the County effective February 26, and will assume the position of General Manager at the 2024 Annual General Meeting.

Moved by: Jennifer Moore
Seconded by: John Logel

“That the NCHC Board of Directors receive the verbal update on the NCHC General Manager Recruitment for information.”

Disposition: **Carried**

[Chair Fiume introduced new Board Members Maryam Mohajer-Ashjai, Jacqueline Pennington and County Councillor Mandy Martin]

11. Correspondence – Township of Cramahe Planning Notice

- Rebecca Carman provided an update regarding correspondence that was received from the Township of Cramahe advising of a proposed Zoning By-law Amendment to the southwest intersection of Trent Valley Road and Little Lake Road. No anticipated impact is expected to NCHC property.

Moved by: Neil Ellis
Seconded by: Mandy Martin

“That the NCHC Board of Directors receive the correspondence from the Township of Cramahe for information.”

Disposition: **Carried**

12. New Business

12.1 Support from Maryam Mohajer-Ashjai - 473 Ontario Street, Condo Budget

- Rebecca Carman provided a verbal update to the Board advising that NCHC is proceeding with the partnership on 473 Ontario Street and Maryam Mohajer-Ashjai will be engaged in discussions in consideration of her expertise in this area.

13. Move to Closed Session

Moved by: Anneke Russell
Seconded by: Cathy Borowec

"**That** the NCHC Board of Directors proceed with the next portion of the meeting, being closed to the public at 2:06 p.m.; and

- (1) **Further That** the meeting is closed to the public as permitted under the Municipal Act Section 239 (2e) in order to address matters pertaining to litigation, including matters before administrative tribunals, affecting the municipality or local board and that Denise Marshall, Chris Reuse, Willie Reyns, Darrell Mast, Rebecca Carman, and Cheryl Sanders remain present; and
- (2) **Further That** the meeting is closed to the public as permitted under the Municipal Act Section 239 (2c) and (2.k) in order to address matters relating to a proposed or pending acquisition or disposition of land by the municipality or local board and confidential negotiations regarding community housing and that Cheryl Sanders, and Rebecca Carman remain present; and
- (3) **Further That** the meeting is closed to the public as permitted under the Municipal Act Section 239 (2b) in order to address four personal matters about an identifiable individual, including municipal or local board employees (Landlord Tenant Board) and that Cheryl Sanders, and Rebecca Carman remain present."

Disposition: **Carried**

14. Motion to Rise and Results from Closed Session

Recommendation Motion (1):

Moved by: John Logel
Seconded by: Jennifer Moore

"**That** the NCHC Board of Directors rise from Closed Session at 3:08 p.m.; and

Further That the confidential resolutions moved in Closed Session regarding matters pertaining to litigation or potential litigation are hereby referred to this open session of the NCHC Board of Directors for adoption."

Disposition: **Carried**

Recommendation Motion (2):

Moved by: Mandy Martin

Seconded by: Cathy Borowec

“**That** the confidential resolution moved in Closed Session regarding a proposed or pending acquisition or disposition of land by the municipality or local board and confidential negotiations regarding community housing are hereby referred to this open session of the NCHC Board of Directors for adoption.”

Disposition: **Carried**

Recommendation Motion (3):

Moved by: Steve Gilchrist

Seconded by: Anneke Russell

“**That** the confidential resolutions moved in Closed session regarding four personal matters about an identifiable individual, including municipal or local board employees (Landlord Tenant Board) are hereby referred to this open session of the NCHC Board of Directors for adoption.”

Disposition: **Carried**

15. Next Meeting

- Wednesday, February 28, 2024

16. Adjournment

Moved by: Anneke Russell

Seconded by: Neil Ellis

“**That** the meeting be adjourned at 3:09 p.m.”

Disposition: **Carried**