

## Report HDR-SS-14-14

**To:** Chair Burley and Members of the Social Services Committee  
**From:** Anne Marie Shaw, Director of Housing  
**Meeting Date:** September 10, 2014  
**Subject:** **Investment in Affordable Housing 2014 Extension Agreement and Program Delivery Plan**  
**Status:** Recommendation adopted by Committee as presented per Resolution SSC64-14; Amended by County Council October 7, 2014 per Resolution CC134-14: THAT the last clause of resolution SSC64-14 regarding the Investment in Affordable Housing 2014 Extension Agreement and Program Delivery Plan be amended to delete “approved to be expensed in 2014” and add “be received and expensed as per the Municipal Funding Agreement.”

### Recommendation(s)

**WHEREAS** an agreement for the Investment of Affordable Housing Program 2014 Extension has been received from the Ministry of Municipal Affairs and Housing;

**AND WHEREAS** the County of Grey has been allotted funds in the amount of \$519,100 for the first year of the program to be committed by January 30, 2015, with future years funding to be determined by the Province at a later date;

**AND WHEREAS** the Program Delivery Plan is endorsed by Council and included as part of the agreement for the Investment in Affordable Housing Program 2014 Extension;

**NOW THEREFORE BE IT RESOLVED THAT** Report HDR-SS-14-14 be received;

**AND THAT** the necessary by-law be prepared authorizing the Warden and Clerk to execute the Municipal Funding Agreement between the Ministry of Municipal Affairs and Housing and the County of Grey for the Investment in Affordable Housing Program 2014 Extension;

**AND THAT the unbudgeted funding of \$519,100 for the Investment in Affordable Housing Program be approved to be expensed in 2014.**

## Background

The Investment in Affordable Housing for Ontario program (IAH) is a federal and provincial program to provide funding for the creation and repair of affordable housing. The IAH is based on the principles of Ontario's Long-Term Affordable Housing Strategy and is a continuation of the Canada-Ontario Affordable Housing Program (AHP). The IAH Program originally began in 2011 and has now been extended until March 31, 2020 with six more years of funding. The Province has released Grey County's first year notional allocation under the IAH in the amount of \$519,100. The allocation for the final five years of the program will be based on updated census data and will be provided from the Province once this data becomes available.

Participation in the IAH extension program is subject to the Service Manager and the Province entering into an Administration Agreement and council endorsement of a Program Service Delivery Plan.

## Service Delivery Plan

Service Managers have been given local flexibility to deliver program components that meet local needs and priorities. In previous years of the IAH program, the Homeownership, Ontario Renovates and Rent Supplement programs have been popular and provided the necessary options for repairing, obtaining or maintaining housing for residents of Grey County. The following programs are proposed for the 2014 extension to meet local needs and provide optimum usage of Grey County's allocation.

### *Investment in Affordable Housing Service Delivery Plan*

Program	Funding Totals	Number of Units
Rent Supplement Program	\$339,000	15 rent supplement units for 10 years
Ontario Renovates	\$100,000	8-10 home repair units
Homeownership	\$54,145	7-8 homeownership units
Administration Fees	\$25,955	
<b>Total</b>	<b>\$519,100</b>	

## Homeownership Program

The Homeownership Program provides a 5% down payment in the form of a forgivable loan over 20 years. To qualify, households must make under the maximum household income level and the house must be under the average resale price as determined by the Province. In the last three years of the program, 83 down payment loans were provided. Additional funding to this program would be a benefit to provide more affordable homeownership opportunities for Grey County.

## Rent Supplement Program

The Rent Supplement program provides households with a monthly subsidy. The subsidy is the difference between what a household can afford and the actual market rent of a modest unit up to \$200 a month. The rent supplement program can be extended for up to ten years and provides a stable, affordable environment for people on a fixed income or with limited income. The previous IAH program provides 50 on going rent subsidies. We currently have a waitlist of about 40 applicants for this program. To qualify, households must make under the Household Income Limit as determined by the Province and the rent must be at or below the average market rent for the area.

## Ontario Renovates Program

Ontario Renovates assists low to moderate income home owner households to repair their home and increase the accessibility of their home through modifications and adaptations. Major repairs could include but are not limited to heating systems, doors and windows, roofs, electrical systems and plumbing. Modifications for accessibility could include ramps, handrails, chair and bath lifts, cues for doorbells and fire alarms. Forgivable loans of up to \$15,000 are provided for repairs and secured with a promissory note. The Ontario Renovates Program has been a very successful program for the County of Grey. In the last three years 107 homeowners have received a total of \$1,208,868 committed to improve or maintain their ability to stay in their homes. This amounts to an average of approximately \$11,200 per home.

## Financial / Staffing / Legal / Information Technology

### Considerations

\$519,100 in federal/provincial funding provided to the County of Grey for the first year of the Investment in Affordable Housing Program.

This program will have a neutral impact on the County as no levy funds will be required.

## Link to Strategic Goals / Priorities

The Investment in Affordable Housing Program funds will assist in the implementation of the County of Grey Housing and Homelessness 10 Year Plan 2014-2024.

## Attachments

[Appendix A HDR-SS-14-14 Investment in Affordable Housing 2014 Extension Agreement](#)

Respectfully submitted by,

Anne Marie Shaw  
Director of Housing

## **SERVICE MANAGER ADMINISTRATION AGREEMENT**

### **Investment in Affordable Housing for Ontario (2014 Extension)**

This Agreement made the            day of            **[insert year]**.

#### **BETWEEN:**

**HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO**

**AS REPRESENTED BY**

**THE MINISTER OF MUNICIPAL AFFAIRS AND HOUSING**

(hereinafter called the "Minister")

- and -

**[INSERT NAME OF SERVICE MANAGER]**

(hereinafter called the "Service Manager")

#### **RECITALS:**

- A. Canada Mortgage and Housing Corporation ("CMHC") and Her Majesty the Queen in Right of Ontario, as represented by the Minister of Municipal Affairs and Housing ("the Minister"), entered into a bi-lateral agreement to provide for the Investment in Affordable Housing program from 2011-2014, effective April 1, 2011 (the "CMHC-Ontario Agreement for Investment in Affordable Housing 2011-2014").
- B. CMHC and the Minister entered into a Supplementary Agreement No. 1, dated August 11, 2014, ("the Supplementary Agreement").
- C. The Supplementary Agreement amends the CMHC-Ontario Agreement for Investment in Affordable Housing 2011-2014 by extending the funding available for Affordable Housing.
- D. The Minister has established a revised Rental Housing Component, a revised Homeownership Component, a revised Ontario Renovates Component and a new Operating Component (the "IAH (2014 Extension) Components"), pursuant to which the Minister will provide the CMHC funding and provincial funding for the Investment in Affordable Housing for Ontario (2014 Extension).
- E. The Minister and the Service Manager have entered into this Agreement for the purpose of establishing the Service Manager's obligations with respect to the administration of the IAH (2014 Extension) Components and the Minister's obligation to provide funding to the Service Manager for the administrative costs of participating in the IAH (2014 Extension) Components.

NOW THEREFORE, the Minister and the Service Manager agree with each other as follows:

## 1. INTERPRETATION

1.1 In this Agreement, unless the context requires otherwise, the following terms have the meanings set out in this Section:

- “**Administration Fee**” means the amount paid by the Minister to offset the Service Manager’s cost of performing tasks under this Agreement;
- “**Affordability Period**” means the period during which a Project is required to be affordable, as determined in accordance with the Program Guidelines or as otherwise established by the Minister;
- “**AIMS**” means the Affordable Housing Information Management System;
- “**Business Day**” means each Monday, Tuesday, Wednesday, Thursday and Friday except when any such day occurs on a statutory holiday observed in Ontario;
- “**CMHC**” has the meaning given to it in the recitals;
- “**CMHC-Ontario Agreement for Investment in Affordable Housing 2011-2014**” has the meaning given to it in the recitals;
- “**Funding**” means funding provided under a Program, as set out in the Program Guidelines;
- “**IAH (2014 Extension) Components**” has the meaning given to it in the recitals;
- “**Ministry Notification**” means a notice in writing from the Minister to a Service Manager regarding an IAH (2014 Extension) Component;
- “**Parties**” means the Minister and the Service Manager and “**Party**” means either of them, as the context may require;
- “**Program**” means any of the IAH (2014 Extension) Components;
- “**Program Delivery and Fiscal Plan**” means the plan developed by the Service Manager that sets out how the Service Manager will use the funding allocations, attached to this Agreement as Schedule F, which plan is also referred to as “**PDFP**”;
- “**Program Guidelines**” means the guidelines attached to this Agreement as Schedule H, as amended by the Minister from time to time;
- “**Project**” means affordable housing proposed or approved for a Program;

- **“Proponent”** means a person or other legal entity that has submitted a proposal;
- **“Year 1”** means the period from the date of this Agreement to March 31, 2015;
- **“Year 2”** means the period from April 1, 2015 to March 31, 2016;
- **“Year 3”** means the period from April 1, 2016 to March 31, 2017;
- **“Year 4”** means the period from April 1, 2017 to March 31, 2018;
- **“Year 5”** means the period from April 1, 2018 to March 31, 2019;
- **“Year 6”** means the period from April 1, 2019 to March 31, 2020.

1.2 The following Schedules are attached to and form part of this Agreement:

Schedule A - Rental Housing Component

Schedule B - Homeownership Component

Schedule C - Ontario Renovates Component

Schedule D - Operating Component

Schedule E - Communications Protocol Requirements

Schedule F - Program Delivery and Fiscal Plan

Schedule G - French Language Services Report

Schedule H - Annual Apprentice Report

Schedule I - Program Guidelines

1.3 In the event of a conflict or inconsistency between the provisions of this Agreement and the provisions of a Schedule, the provisions of this Agreement shall prevail.

1.4 All references in this Agreement to section numbers are references to sections of this Agreement unless stated otherwise.

## **2. COMPLIANCE WITH SCHEDULES**

2.1 The Parties agree to comply with and abide by the terms and conditions set out in those Schedules to this Agreement relevant to the Programs in which the Service Manager participates. The Service Manager agrees to administer such Programs in accordance with those Schedules.

### **3. REPORTING REQUIREMENTS**

- 3.1 The Service Manager agrees to comply with the reporting requirements set out in those Schedules relevant to the Programs in which the Service Manager participates.

### **4. USE OF FUNDING**

- 4.1 The Minister shall make a notional allocation of Funding to each Service Manager. Each Service Manager's notional allocation shall be broken down by fiscal year. Funding shall be committed as set out in the Program Guidelines and cannot be relocated between fiscal years. The Minister may re-allocate Funding that has not been committed as set out in the Program Guidelines.
- 4.2 The Minister will advance Funding to Service Managers based on Project milestones, as set out in the Program Guidelines. For the Ontario Renovates Component the Minister will advance Funding only up to March 31, 2020. For the Rental Component, Homeownership Component, and Operating Component, the Minister will advance Funding only up to March 31, 2024. Funding will not be advanced by the Minister to Service Managers after the above dates.
- 4.3 All Funding shall be disbursed to Projects and recipients no later than four (4) years following the date of commitment.
- 4.4 Overall across the Province, Service Managers are required to meet the priority target groups, being seniors and persons with disabilities, as set out in the Program Guidelines. The Minister retains the right to reallocate Funds in Year 5 and Year 6 if these provincial targets are not met.
- 4.5 Service Managers are required to report to the Minister on the activities used to promote or support apprenticeships in Projects, the number of Projects employing apprentices, the number of apprentices employed through these Projects, and the type of trade in which the apprentices are training.
- 4.6 Funding shall not be used:
- in respect of housing for which there was on October 1, 2010, or is at the time of commitment under this agreement, an arrangement directly with CMHC relating to financing, operation or occupancy; nor
  - in respect of housing that was on October 1, 2010, or is at the time of commitment under this agreement, subject to any arrangements under any agreement between CMHC and the Government of Ontario.
- 4.7 Notwithstanding section 4.6, for the Ontario Renovates Component, Funding may be approved for a Unit where that Unit is already under an existing renovation program arrangement, provided that:
- (a) the Unit is not also subject to any other arrangement under section 4.6;

- (b) the Funding addresses a need or condition or work which has not been the subject of the previous renovation program assistance;
- (c) the provision of additional Funding has no impact on the existing renovation program arrangement; and
- (d) all other requirements of the Agreement are satisfied.

## **5. PROGRAM DELIVERY AND FISCAL PLAN**

- 5.1 The Service Manager shall develop and submit to the Minister a Program Delivery and Fiscal Plan (“PDFP”), in accordance with the template attached as Schedule F.
- 5.2 The Program Delivery and Fiscal Plan shall be approved by the Municipal Council, District Social Services Administration Board, or delegated authority for the Service Manager.
- 5.3 The Program Delivery and Fiscal Plan shall contain the following information:
  - The IAH (2014 Extension) Components that the Service Manager will deliver in each year of the Program;
  - The number of units that are expected to be developed and/or the number of households that are expected to be assisted under the selected IAH (2014 Extension) Components in each year of the Program;
  - The amount of Funding from each year’s funding allocation that will be used for the selected IAH (2014 Extension) Components;
  - The amount of Funding projected to be committed to Projects or households quarterly under the selected IAH (2014 Extension) Components;
  - The client groups to be targeted under the selected IAH (2014 Extension) Components;
  - Agreement details under the Operating Component;
  - The amount of Funding from each year’s funding allocation that will be used for Administration Fees.
- 5.4 The Service Manager acknowledges that the Ministry will use the Program Delivery and Fiscal Plan to track the Service Manager’s progress against the Service Manager’s allocation of Funding.
- 5.5 Project proposals and/or household take-up for each year will be recommended by the Service Manager, based on the Program Delivery and Fiscal Plan.
- 5.6 Service Managers are required to update their Program Delivery and Fiscal Plans on a quarterly basis. Updates will include progress against their annual funding

allocation, quarterly projected take-up and planned commitments, and agreement and payment details under the Operating Component.

5.7 In the event a Service Manager's original planned commitment for Funding cannot be met, a Service Manager may move Funding within its notional allocation to other IAH (2014 Extension) Components within the same fiscal year in order to ensure that all funds are committed as set out in the Program Guidelines, as follows:

- (a) Funding originally planned for the Rental Housing, Homeownership and the Ontario Renovates Components can be re-allocated within these Components;
- (b) Funding originally planned for the Operating Component's Rent Supplement Stream and Housing Allowance Direct Delivery Stream can be re-allocated within these Streams;
- (c) If a Service Manager wishes to reallocate Funding from the Rental Housing, Homeownership, or Ontario Renovates Components to the Operating Component's Direct Delivery Streams, or vice versa, a request for reallocation shall be submitted to the Ministry prior to September 30 of the applicable year for which the reallocation is requested. The Ministry will attempt to accommodate such requests on a best efforts basis, but cannot guarantee approval of such requests.

## **6. MINISTER'S RIGHT TO WITHDRAW FUNDING**

6.1 The Service Manager acknowledges that the Minister has the right to withdraw, demand repayment of and reallocate Funding in accordance with the Schedules.

## **7. ADMINISTRATION FEE**

7.1 The Service Manager may use up to five per cent (5%) of its total funding allocation to assist with the administration of the IAH (2014 Extension).

7.2 In the event the Service Manager does not commit its total funding allocation, the Minister may request repayment of the portion of the Administration Fee paid to the Service Manager that exceeds five per cent (5%) of the committed Funding. The Service Manager shall repay amounts requested by the Minister within thirty (30) days of the date the Minister requests the repayment.

## **8. COMMUNICATIONS PROTOCOL**

8.1 The Service Manager acknowledges that the terms of the CMHC-Ontario Agreement for Investment in Affordable Housing 2011-2014 require the Minister to co-ordinate with CMHC and/or obtain CMHC's approval with respect to publicity relating to projects funded in accordance with this Agreement, including advertising, written materials and signs; messages; public statements; press conferences; news releases; announcements; official ceremonies; and special events, in each case, for projects funded in accordance with this Agreement. The

Service Manager shall ensure that there will be no such publicity, advertising, signs, messages, public statements, press conferences, news releases, announcements, official ceremonies or special events, without the prior written consent of the Minister. A copy of the requirements of the CMHC-Ontario Agreement for Investment in Affordable Housing 2011-2014 is attached as Schedule E. All references to “2011-2014” or more generally to the 2011-2014 time period in the Communications Protocol forming part of the Original Agreement shall be read to apply to the 2014 Extension. The Service Manager agrees that it shall not do or omit to do any act which will cause the Minister to be in breach of these requirements.

## **9. FRENCH LANGUAGE SERVICES**

9.1 The Service Manager agrees that where the Service Manager or a subcontractor providing a public service in connection with the IAH (2014 Extension) has an office located in or servicing an area designated in the Schedule to the *French Language Services Act* (“*FLSA*”), the Service Manager shall:

- (a) Ensure services are provided in French; and
- (b) Make it known to the public, by way of signs, notices, other information on services, and initiation of communications in French, that services provided to and communications with the public in connection with the IAH (2014 Extension) are available in French.

9.2 The Service Manager agrees to submit a written report to the Minister, in the form set out in Schedule G, by May 31 for each year of the IAH (2014 Extension), setting out whether the Service Manager or the subcontractor, as appropriate, have complied with Section 9.1.

9.3 Nothing in this section authorizes a Service Manager or provides it with the delegated authority to enter into any agreements on behalf of or otherwise binding the Province of Ontario.

## **10. APPRENTICESHIP**

10.1 The Service Manager agrees to submit a written report to the Minister, in the form set out in Schedule H, by July 15 of each year, indicating the activities used to promote or support apprentices in Projects, the number of Projects employing apprentices and the number of apprentices employed in Projects.

## **11. NOTICE**

11.1 Any notice or other communication required, desired or permitted to be given by this Agreement shall be in writing and shall be effectively given if:

- (a) delivered personally;
- (b) sent by prepaid courier service; or

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

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

Ministry of Municipal Affairs and Housing  
Attention: Director, Housing Programs Branch  
777 Bay Street, 14th Floor  
Toronto, ON  
M5G 2E5

Fax: (416) 585-7003

(ii) in the case of notice to the Service Manager:

**[insert relevant information]**

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

## **12. REMEDIES AND INDEMNIFICATION**

12.1 The Service Manager shall indemnify the Minister for all costs, damages, expenses, injury and liability whatsoever which the Minister may suffer as a result of claims of any sort arising out of the implementation of this Agreement.

12.2 When the Service Manager becomes aware of a failure by a party who has received Funding to observe or perform a material condition relevant to the receipt of Funding, the Service Manager shall notify the Minister. The Minister and the Service Manager shall each appoint one person to an ad hoc committee for the purpose of assembling information relating to the failure and determining a course of action for rectifying the failure. Terms of reference for the ad hoc committee shall be developed and agreed to by the Minister and the Service Manager.

- 12.3 Where applicable, in determining what course of action may be undertaken to remedy the failure, the Parties shall use its best efforts to work together co-operatively with a view to maintaining, to the greatest extent possible in the circumstances, the affordability of the rents for the Project, as determined by the Contribution Agreement. The Parties acknowledge that the interests of the tenants shall be considered in determining what course of action may be most suitable to remedy the failure.
- 12.4 The obligation to indemnify or the distribution of a recovery of Funding as a result of a failure will require the Service Manager and/or the party in receipt of Funding to exhaust all reasonable opportunities to seek recovery, which efforts shall include, but shall not be limited to, resorting to legal action to defend third party claims, seeking indemnification from insurance policies, if any, that may afford coverage for a particular loss and/or recovering Funding from bonding companies or other third parties who, at law, may be responsible for the losses as a result of a failure.
- 12.5 Where there is a direct relationship between the Minister and a party in receipt of Funding, the party in receipt of Funding shall indemnify the Minister for all Funding paid in the event of a claim against the Minister. Indemnification of the Minister will be required throughout the Affordability Period.
- 12.6 In situations of non-compliance due to misuse or negligence, the party in receipt of Funding shall repay the Minister all Funding. If a project ceases to operate as an IAH (2014 Extension) Project, the Proponent shall repay the Minister all Funding, subject to the discretion of the Minister to reduce the amount to be repaid at the rate specified in the Program Guidelines, provided that the party in receipt of Funding has fulfilled all the requirements of the Program.
- 12.7 All of the remedies in this Agreement and any security in respect of the Funding are cumulative and are not alternative and the Minister shall not be precluded from availing himself simultaneously of some or all of the said remedies and any other remedies available in equity or at law.
- 12.8 Notwithstanding any of the terms of this Agreement or of any security in respect of the Funding, the Minister shall have the option of waiving any or all of his remedies under this Agreement and the security, but no waiver of a provision shall be deemed to constitute a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver unless otherwise provided.

### **13. GENERAL**

- 13.1 The Service Manager shall submit information in the manner required by the Minister and shall comply with all Ministry Notifications.
- 13.2 The Service Manager shall maintain all records and documentation pertaining to each Program in which it participates and each Project funded by it under a Program for seven (7) years following the life of that Program.

- 13.3 The Service Manager shall, on forty-eight (48) hours prior written notice, give the Minister, his or her representatives and/or auditors free access to such staff, documents, books, records and accounts as may be determined by the Minister, his or her representatives and/or auditors, for the purpose of verifying compliance with the Programs and this Agreement. The Service Manager shall ensure that the same obligation is imposed on any subcontractor engaged to assist the Service Manager in the performance of this Agreement. The Service Manager acknowledges that the Ministry may conduct a random audit of a sampling of Service Managers and its subcontractors in any year. No provision of the Agreement shall be construed so as to give the Minister any control whatsoever over the Service Manager's records. For greater certainty, the Minister's rights under this section are in addition to any rights provided to the Auditor General pursuant to section 9 (1) of the *Auditor General Act* (Ontario). This section shall survive any expiry or termination of this Agreement.
- 13.4 The Service Manager represents that it has not knowingly provided the Minister with any false or misleading information respecting the subject matter of this Agreement and agrees that it shall not knowingly provide any false or misleading information to the Minister in the performance of its obligations under this Agreement.
- 13.5 Any power, right or function of the Minister, contemplated by this Agreement, may be exercised by any employee or agent of the Ministry of Municipal Affairs and Housing.
- 13.6 It is understood that the *Freedom of Information and Protection of Privacy Act* shall apply to all records submitted to or created by the Minister pursuant to this Agreement.
- 13.7 The Service Manager represents and warrants that it shall comply with all relevant legislation respecting freedom of information and protection of privacy, including, but not limited to the *Freedom of Information and Protection of Privacy Act*, the *Municipal Freedom of Information and Protection of Privacy Act*, and the *Personal Information Protection and Electronic Documents Act*.
- 13.8 Each disbursement of Funding by the Minister to the Service Manager under this Agreement is subject to the necessary appropriations from the Federal Parliament and the Provincial Legislature. Neither the Minister nor CMHC shall have any liability in the event the respective appropriations are insufficient to meet the funding obligations of the Minister.
- 13.9 Nothing in this Agreement is to be construed as authorizing one Party to contract for or incur any obligation on behalf of the other or to act as agent for the other and nothing in this Agreement shall be construed to constitute the Minister and the Service Manager as partners of each other.
- 13.10 The Service Manager acknowledges that CMHC is not a party to this Agreement.
- 13.11 No member of:

- (a) the House of Commons or Senate of Canada; or
- (b) the Legislative Assembly of Ontario; or
- (c) the Municipal Council or District Social Services Administration Board constituting the Service Manager herein or the Municipal Council of any local municipality of such Service Manager or the governing body of any Municipal Agency, Board or Commission of any of such municipalities;

shall be admitted to any share or part of any contract, agreement or commission made pursuant to this Agreement or to any benefit arising therefrom, including, without limitation, any contract, agreement or commission arising from or related to the IAH (2014 Extension) Components.

- 13.12 All of the remedies available to the Minister under this Agreement, at equity and/or at law are cumulative and are not alternative and the Minister shall not be precluded from availing himself simultaneously of some or all of the said remedies.
- 13.13 Notwithstanding any of the terms of this Agreement, the Minister shall have the option of waiving any or all of his remedies under this Agreement, but no waiver of a provision shall be deemed to constitute a waiver of any other provision (whether or not similar) nor shall any waiver constitute a continuing waiver unless otherwise provided.
- 13.14 Time shall in all respects be of the essence in this Agreement, provided that the time for doing or completing any matter provided for under this Agreement may be extended or abridged by agreement in writing signed by the Minister and the Service Manager or its respective solicitors on its behalf, who are hereby expressly appointed in this regard.
- 13.15 This Agreement is made pursuant to and shall be governed by and construed in accordance with the laws of the Province of Ontario.
- 13.16 Any reference to a statute in this Agreement includes a reference to all regulations made pursuant to such statute, all amendments made to such statute and regulations in force from time to time and to any statute or regulation which may be passed and which has the effect of supplementing or superseding such statute or regulations.
- 13.17 The headings and subheadings contained in this Agreement are inserted for convenience and for reference only and in no way define, limit or describe the scope or intent of this Agreement or form part of this Agreement.
- 13.18 The parties agree that there are no representations, warranties, covenants, agreements, collateral agreements or conditions affecting this Agreement other than as expressed in writing in this Agreement.
- 13.19 This Agreement shall be read with all changes of gender and number required by the context.

- 13.20 Each of the Parties shall, at any time and from time to time, upon not less than twenty (20) Business Days prior written notice by the other Party, execute and deliver to the other Party a statement in writing confirming that this Agreement is in good standing, unmodified and in full force and effect, or if there have been modifications that the same are in good standing and in full force and effect, as modified, and stating the modifications. Where applicable, the statement shall state the defaults, if any, known to the Party to whom such request has been made and the action taken or proposed to be taken by such requested Party with respect to same.
- 13.21 If the Service Manager owes any money to the Minister, whether or not its return or repayment has been demanded by the Minister, such monies shall be deemed to be a debt due and owing to the Minister by the Service Manager and the Service Manager shall pay or return the amount to the Minister unless the Minister otherwise directs. The Minister may charge the Service Manager interest on any monies owing by the Service Manager at the then current interest rate charged by the Province of Ontario on accounts receivable.
- 13.22 The Minister may set off any debt owing by the Service Manager to the Minister under this Agreement against any amount payable by the Minister to the Service Manager.
- 13.23 The Service Manager shall not assign this Agreement without the prior written consent of the Minister, which consent may be withheld, acting in his sole discretion.
- 13.24 This Agreement shall enure to the benefit of and be binding upon the Parties hereto and its respective successors and assigns, provided that this paragraph shall in no way derogate from the provisions of section 13.23 restricting the Service Manager's ability to assign this Agreement.
- 13.25 The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement. Any invalid or unenforceable provision shall be deemed to be severed.

**IN WITNESS THEREOF** this Agreement has been executed by the Parties.

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

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Janet Hope  
Assistant Deputy Minister

Date:

**[Insert name of SERVICE MANAGER]**

Per: \_\_\_\_\_  
Name:  
Title:  
Date: c/s

Per: \_\_\_\_\_  
Name:  
Title:  
Date: c/s

I/We have the authority to bind the Service  
Manager

**From:** [Morrison, Heather](#)  
**To:** [Fedy, Barb](#); [Vokes, Sharon](#)  
**Cc:** [Warder, Tara](#)  
**Subject:** RE: Link to May 2014 Bluewater District School Board Report re Rural Schools/ARC Reviews  
**Date:** Thursday, September 04, 2014 9:36:19 AM

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**Subject:** Celebrating milestones and beginnings for full-day kindergarten / La maternelle et le jardin d'enfants à temps plein : un nouveau jalon de franchi, un nouveau début à fêter

When approximately 265,000 four-and five-year-olds start school for the first time next week, something amazing will happen. Full-day kindergarten will be just plain ordinary kindergarten, the same program that is offered to every four- and five-year old across the province. But of course, there is nothing “plain” or “ordinary” about this amazing play-based program that’s proven to dramatically boost early development.

Kindergarten – just like public education – has changed dramatically due to the hard work, dedication and dogged determination of trustees and senior administrators, school administrators and board staff, teachers and ECEs, and parents and the community. Consolidated Municipal Service Managers and District Social Services Administration Boards, in partnership with school boards, have played a key role in the successful roll-out of this program. The beneficiaries of this hard work are the same people who inspired it in the first place – the children of our great province.

I know there are classrooms and child care programs where the finishing touches are still being applied to ensure everything is ready for the first day of school. And I want to let you know how much the Early Years Division team and I thank you for everything you have done to make this amazing milestone a reality.

When I was thinking about how long this day has been in the making, I thought we could trace it back to April 2010, with the passage of Bill 242 that created the legal framework for full-day kindergarten. Or perhaps back to November 2009 and the creation of the Early Years Division.

Some might go back to the release of *With Our Best Future in Mind*, in June 2009, or to the appointment of the Early Years Advisor in 2007. We might look at the French-language school boards that started offering half-day kindergarten and half-day free child care since 2000 as a catalyst. Still others might trace the beginnings of full-day kindergarten to the Toronto First Duty project that started in 2001 or to the first Early Years Report by Margaret McCain and Fraser Mustard in 1999.

I could keep going backward in time tracing the influences that brought us to our current milestone. I’m more grateful than I can say for the contributions of all those people whose previous research, advocacy, wisdom and perseverance have contributed to our current success. I’m thankful that many of you are with us to see your work come to fruition.

So, in a few days, more than a quarter-million four-and five-year-olds will stream through the doors to their kindergarten and be greeted by an educator team. These children will be reaching the finish line of what has been a long journey undertaken by educators and the government on behalf of young children and families.

But we know our work never truly ends. In fact, it feels like it is just beginning. We’re just starting to build a culture of play-based learning in kindergarten and we’ve only just begun to spread the benefits of inquiry-based learning to the remainder of the primary grades and beyond. The

relationships between ECE and teacher teams are continuing to evolve. We have much more professional learning and development to accomplish.

During the coming school year, you can expect an update to the draft kindergarten program. Also look for more results from our evaluation of full-day kindergarten – now including information about how the children are progressing as they advance through the primary grades.

In the Early Years Division, we're nothing short of amazed at the progress that's been made on behalf of young children in Ontario. And we're not alone. Each year, many international delegations from around the world travel to Ontario to visit our full-day kindergarten classrooms and learn more about what we're doing. Each one of you is a part of this remarkable made-in-Ontario story!

As the school year begins anew, as you observe tearful farewells from some parents parting from little ones for the first time and see the wide-eye looks of anticipation on the faces of the young learners, imagine that scene playing out in every elementary school across Ontario. Isn't it wonderful?

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**Jim Grieve** *Assistant Deputy Minister, Early Years Division and Diversity Champion for the Ministry of Education*

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