Council Support & Communications
MEMORANDUM

TO: The Mayor & Members of Council
FROM: Nicole Sullivan, Deputy City Clerk
DATE: July 7, 2004
SUBJECT: Appendix to Report No. 04-261 – Shareholder Agreement for the Kingston & Frontenac Housing Corporation

Attached is Appendix “A” to Report No. 04-261 – Shareholder Agreement for the Kingston & Frontenac Housing Corporation. This is listed on the agenda as Clause (e), Report No. 66 of the Chief Administrative Officer (Consent).

Yours truly,

Nicole Sullivan
Deputy City Clerk

c: Bert Meunier, CAO
Executive Management Team
Carolyn Downs, City Clerk
SHAREHOLDER AGREEMENT

This Agreement made in triplicate this________ day of ____________, 200__.

Between:

The Corporation of the City of Kingston
(Hereinafter referred to as the “Shareholder”)

OF THE FIRST PART;

-And-

Kingston & Frontenac Housing Corporation
(Hereinafter referred as the “Corporation”)

OF THE SECOND PART;

WHEREAS the Shareholder is the City of Kingston;

AND WHEREAS the Corporation is Kingston & Frontenac Housing Corporation incorporated under the Business Corporations Act, 1990 (Ontario);

AND WHEREAS the Shareholder and the Corporation wish to enter this Shareholder Agreement (hereinafter referred as the “Agreement”) with respect of certain duties and powers prescribed under the Social Housing Reform Act, 2000 (hereinafter referred to as the “Act”).
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ARTICLE 1
DEFINITIONS

1.1 Definitions

In this Agreement, the following terms shall have the meanings as set out below:

“Act” means Social Housing Reform Act, 2000, S.O. 2000, c.27 and, where applicable, all regulations in force thereunder as amended from time to time.

“Annual Information Return” means a summary of the Corporation’s financial, operating and statistical information for the fiscal year;

“Auditor” means a person appointed by Shareholder in compliance with the Act;

“Board” means the Board of Directors of the Corporation;

“Capital Reserve Fund” means total of funds held to be used for future replacement of major capital items, e.g., structure repairs, carpets, stoves, etc. (if applicable);

“Financial assistance” does not include remuneration paid in the normal course of business to directors, or employees, including honoraria, wages, salaries or bonuses, or any reimbursement for expenses arising from such person’s duties;

“Housing portfolio” means all housing projects managed by the Corporation;

“Lien” means any mortgage, assignment, encumbrance, lien or security interest, regardless of form, that secures the payment of any indebtedness or liability or the observance or performance of any obligation;

“Monthly Financial Report” means a summary of the financial and analytical performance of the housing portfolio for the period of one month;

“Regulations” means Ontario Regulations made under the Act, and other regulations that may be proclaimed from time to time and published in the Ontario Gazette, as they relate to the Act;

“Shareholder” means the Corporation of the City of Kingston;

“Service Manager” means a municipality that administers delivery of social housing programs under the Act;

“Tenant” means a person who pays rent in return for the right to occupy a rental unit defined by the Tenant Protection Act, 1997; and

“Third party” means a person who deals at arms length with the Corporation as defined by subsection 251 (1) of the Income Tax Act (R.S.C. 1985, c.1 (5th Supp.).

ARTICLE 2
OBJECTIVES AND PRINCIPLES

2.1 Purposes

The purposes of the Shareholders Agreement are as follows:

(a) subject to the Board’s authority, to manage or supervise the management of the housing portfolio, and to provide the Board with the Shareholder’s fundamental principles which govern the operations of the Corporation;
(b) to inform the residents of the City of Kingston of the Shareholder’s fundamental principles which govern the operations of the Corporation;
(c) to set out the accountability, responsibility and relationship between the Board and the Shareholder.

2.2 Shareholder Objectives

The Shareholder’s objectives in connection with its relationship with the Corporation are as follows:

(a) the Corporation will operate at arms length from the Shareholder and, subject to the terms of this Agreement, will be responsible for the management of its housing portfolio;
(b) the Corporation will seek to maximize the use of its assets to provide affordable housing for the residents of the City of Kingston and the County of Frontenac;
(c) the assets of the Corporation will be maintained in good repair and where reasonably possible the value of the assets shall be maintained and/or increased;
(d) the Corporation shall strive to maintain and improve the current standards and levels of its operations and services at the lowest possible financial cost and risk to the Shareholder as the Service Manager;
(e) that a safe, secure and healthy environment be provided to tenants of the Corporation.

2.3 Principles

The following principles will govern the operations of the Corporation:

(a) The Corporation will abide by the Homelessness and Affordable Housing policies of the Shareholder as approved by Council from time to time;
(b) The Corporation will provide equitable access to housing in compliance with requirements contained within the Act;
(c) The Corporation will conduct business in a manner that preserves housing for tenants, allows tenants to live independently to the greatest degree possible, and ensures to the greatest degree possible a barrier-free environment;
(d) The Corporation will comply with Human Rights Legislation and Corporate Harassment and Discrimination policies inherent to the Corporation and/or as directed by the City of Kingston from time to time;
(f) Tenants shall have an opportunity to participate in decision making within the Corporation.

ARTICLE 3
BUSINESS OF THE CORPORATION

3.1 Business of the Corporation
The Shareholder agrees that the Corporation may be engaged in any of the following business activities:

(a) providing affordable rental housing in the City within the City of Kingston and the County of Frontenac;
(b) being a partner in affordable housing initiatives;
(c) providing additional services to their tenants, including cable distribution, laundry, etc.;
(d) operating commercial premises (commercial leases in buildings);
(e) joining and/or working with other organizations in providing housing services to other agencies;
(f) such further and other lawful activities undertaken for the purpose of promoting the goals and objectives of the Corporation.

ARTICLE 4
MANAGEMENT

4.1 Board of Directors and Responsibilities

(a) The Board of Directors shall be responsible for the overall management and supervision of the housing portfolio of the Corporation, and shall ensure that in fulfilling its responsibilities the Corporation shall maintain compliance with applicable legislation, including the Act and Business Corporations Act, 1990, R.S.O. 1990, c. B.16, related Regulations and any Directives issued by either the Government of the Province of Ontario and the Shareholder as the Service Manager from time to time.

(b) With respect to operational matters and reporting, the Board will ensure that:

(i) the Corporation meets the financial performance standards set out in Article 7;
(ii) the Auditor will deliver the audited Financial Statements of the Corporation for consideration by the Shareholder within 5 months after the end of each fiscal year;
(iii) the Annual Information Return is completed accurately and delivered within the required timeframe;
(iv) the Shareholder will receive reports on any deficiencies in internal control or operations reported by the Corporation's auditors or as may otherwise come to the Board attention; and
(v) any other information is provided to the Shareholder upon request.

4.2 Qualifications of Directors

In appointing directors to the Board the Shareholder will do so as set out in Addendum #1, attached to this agreement as may be amended by the Shareholder from time to time, and will consider the qualifications of candidates, their experience or knowledge, independence of judgment, and personal integrity.

4.3 Vacancies
If a member of the Board ceases to be a member of the Board of Directors for any reason, resigns or is unable to perform his or her duties for a period of 90 days, the Shareholder may appoint a person to hold the office and perform the duties for the remainder of the unexpired term.

4.4 Term

The first Board of Directors is composed of seven (7) members appointed by the Shareholder, as set out in Addendum #1 attached to this agreement, and which may be amended from time to time by the Shareholder.

4.5 Conflict of Interest Policy and Fiduciary Responsibilities

Conflict of Interest policy and fiduciary responsibilities generally include the following:

(a) a director, officer or employee will not enter into any relationship, arrangement, contract which may result in a conflict of interest. Directors, officers and employees will declare a potential or actual conflict of interest to the Board at the earliest possible time and such declaration will be considered no later than the next meeting of the Board;

(b) a director, officer or employee will not breach their responsibilities as they relate to their fiduciary relationship with the Corporation;

(c) the Corporation will ensure Board Members are aware and are in compliance with Conflict of Interest guidelines prescribed under Act and particularly section 4 of Ont. Reg. 339/01 as amended from time to time;

(d) and the Corporation will ensure Board Members are aware and in compliance with Conflict of Interest guidelines, directives, policies and procedures as issued by the Shareholder and as amended from time to time.

4.6 Confidentiality

The parties recognize that all information between the Shareholder and Corporation relating to personnel and specific operating matters is confidential information, and such confidential information shall not be disclosed, except as may be necessary in the proper discharge of their duties under this Agreement or as required by applicable legislation, including the Municipal or Provincial Freedom of Information and Protection of Privacy Acts, R.S.O. 1990, c. M.56 and Freedom of Information and Protection of Privacy Act, R.S.O. 1990, c. F.31 as applicable.

4.7 Remuneration

Remuneration for the Members of the Board of Directors will be paid for normal out-of-pocket expenses associated with Corporation business.

4.8 Staffing
The Corporation will hire a General Manager and approve the employment of staff as recommended by the General Manager. The General Manager will establish and maintain a labour environment in the context of the Labour Relations Act for all union and non-union staff employed by the Corporation.
ARTICLE 5
OPERATIONS POLICY

5.1 Review of Operational Policies

(1) The Corporation acknowledges and agrees to deliver RGI assistance to tenants
   (a) as prescribed under the Act and Regulation 298/01 as amended from time to time and
   (b) under the provision of Schedule "A" as a part of this Agreement

and will develop and implement operational policy and procedures in such areas, as:

(a) eviction prevention;
(b) system of tenant representation and tenant input to local and corporate decision making;
(c) complaint tracking system with inquiries and complaints being forwarded and recorded in the database;
(d) systems to measure levels and standards of service;
(e) creation and implementation of cost reduction programs to ensure that operating costs are minimized and the most efficient cost structure exists to maximize the return on Shareholder’s equity;
(f) any other operational issues as directed by the Shareholder.

(2) The Corporation shall,

(a) give the Service Manager such reports, documents and information as the Service Manager may request relating to RGI assistance and the performance of the service manager’s duties and exercise of the service manager’s powers; and
(b) give the requested reports, documents and information to the Service Manager at the times and in the form and manner requested by the Service Manager.

(3) The Corporation acknowledges that Service Manager retains control of every record related to RGI assistance that is created by, or is in the custody of, the Corporation, and shall abide by the provisions of the Freedom of Information and Protection of Privacy Act or the Municipal Freedom of Information and Protection of Privacy Act in relation to those records.

5.2 Developing Operational Policy

The Shareholder may develop or supplement any existing policies, guidelines, procedures of the Corporation in compliance with the Act, and related Regulations. The Shareholder will develop policies and procedures through consultations with the Corporation.
ARTICLE 6
SHAREHOLDER MATTERS

6.1 Matters Requiring Shareholder Approval

Matters requiring Shareholder’s approval include:

(a) all by-laws;
(b) all changes to corporate status, articles of incorporation;
(c) statement regarding the ability to create any new shares;
(d) statement regarding the ability to undertake any major redevelopment or change in the housing portfolio without consultation;
(e) statement regarding the ability to undertake any new development;
(f) statement regarding the intent to refinance for the purposes of new development/redevelopment;
(g) statement regarding the intent to landbank for future affordable housing development.

The Corporation will not without the approval of the Shareholder:

(h) provide any financial assistance, whether by loan, guarantee or otherwise, to any person;
(i) provide any financial assistance, whether by loan, guarantee or otherwise, to any director or officer of the Corporation;
(j) make any single capital expenditure in an amount exceeding in aggregate $1,000,000.00 in any fiscal year in connection with maintenance or capital repairs of the buildings;
(k) acquire any interest in housing provision, undertaking or securities operating outside of the municipal boundaries of the City of Kingston;
(l) invest funds in publicly-traded securities other than governmental debt, Canadian chartered bank or Canadian corporate securities rated less than A/R-1 (low) (or its equivalent) by CBRS Inc. or Dominion Bond Rating Services Limited;
(m) enter into any agreement, commitment or investment that provides recourse to the assets of the Corporation or creates any encumbrance, lien, security interest or recourse in favour of any third party in such assets
(n) create, incur or assume any unsecured indebtedness that, by its terms or by any other agreement, ranks higher than any indebtedness of the Corporation held by the Shareholder;
(o) create any lien on its assets, other than:

(i) any lien in favour of the Shareholder;

(ii) liens securing purchase money obligations, trade debts or other liabilities incurred in the ordinary course of business (other than in relation to the borrowing money) if the aggregate principal amount of such obligations does not exceed $5,000,000.00 at any time;

(iii) liens securing credit facilities created or incurred for the purpose of providing operating financing for day-to-day working capital requirements of the Corporation if the aggregate principal amount of such credit facilities does not exceed $5,000,000.00 at any time;
(iv) liens held by any governmental authority that have not at the time been filed or registered against the title to the Corporation's assets or served upon the Corporation pursuant to law or that relate to obligations of the Corporation that are not due or delinquent.

6.2 Shareholders Meeting

The Director of the Corporation shall call an annual meeting of shareholders not later than eighteen (18) months after the Corporation comes into existence and subsequently not later than fifteen (15) months after holding the last preceding annual meeting.

ARTICLE 7
FINANCIAL PERFORMANCE

7.1 Financial Performance

Financial performance of the Corporation will be monitored by the Shareholder through Monthly Financial Reports and the Annual Information Return (AIR) based on the Corporation's audited financial statements.

7.2 Monthly Financial Reports

The Corporation will prepare standard monthly financial and analytical reports for the housing portfolio, including:
(a) Balance Sheet;
(b) Revenue and Expense Report;
(c) Administrative Expense Report;
(d) Rent Arrears Report;
(e) Normal month-end Reconciliation/Analysis of Accounts for the reporting period;
(f) Vacancy loss.

For Rent Supplement Portfolio:
(a) Monthly Project-Unit-Tenant list (to be in-camera);
(b) Program Type Report;
(c) Consolidated Landlord Statement;
(d) Rent Supplement Amount Payable Summary.

Reporting requirements under section 7.2 may be amended from time to time by mutual agreement in writing between the Shareholder and the Corporation.

7.3 Annual Information Return

The Corporation will prepare an Annual Information Return (AIR) as prescribed under the Act, and in particular Part VI of Ont. Reg. 339/01, including:
(a) Financial information;
(b) Subsidy calculations and schedules supporting subsidy calculations;
(c) Statistical information.
7.4 Audit

The Corporation’s financial statements will be audited annually with the following requirements:

(a) the Auditor must be licensed under the Public Accountancy Act, R.S.O. 1990, c. P. 37 and shall be appointed by the Shareholder at a Shareholder meeting in compliance with section 6.2 of this agreement;

(b) the Auditor will provide the Auditor’s Derivative Report and the Auditor’s Report on Financial Information for the Corporate Annual Information Return and shall further provide the Auditor’s report on the Corporation’s financial statements. In case of any operational weaknesses, the Auditor will prepare a report to the Board on issues identified during the audit.

7.5 Accounting

The Corporation shall, in consultation with the Auditor, adopt and use the accounting policies which may be approved by the Board from time to time, and such policies and procedures will be in accordance with generally accepted accounting principles and applicable regulatory requirements.

7.6 Annual Report

The Corporation will produce an annual report outlining the general state of the Corporation and shall submit this report to the Shareholder within five (5) months of the Corporation year-end.

ARTICLE 8
OPERATING BUDGET AND CAPITAL RESERVE FUND

8.1 Operating Budget

The Corporation’s annual operating budget, including projected revenue and expenses, as they relate to the services provided pursuant to this Agreement shall be approved annually by the Shareholder in consultation with the Corporation.

8.2 Capital Reserve Fund for Housing Portfolio

The Corporation will establish and maintain a Capital Reserve Fund for its housing portfolio as required by the Act and shall comply with the provisions of the Act and in particular Part VI of Ont. Reg. 339/01.

8.3 Annual Contributions to the Capital Reserve Fund

The amount of annual budget contributions towards the Capital Reserve Fund will be approved annually by the Shareholder in consultation with the Corporation.
8.4 **Utilization of Capital Reserve Funds**

The funds must be applied to capital expenditures only.

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**ARTICLE 9**

**GROUP INSURANCE FOR HOUSING PROJECTS**

9.1 **Duty of Purchasing Group Insurance**

In compliance with the Act, the Corporation is liable for purchasing comprehensive insurance for the Corporation to include, but not limited to, property insurance, public liability, Board Member liability, and Boiler insurance. The Corporation will notify the Shareholder when such insurance is in place and provide a copy of the insurance certificate annually.

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**ARTICLE 10**

**REPORTING**

10.1 **Annual Information Return**

Annual Information Return with auditor’s reports and a copy of the Corporation’s audited financial statements, signed on behalf of the Board by two members, must be submitted to Shareholder within five (5) months of the Corporation’s year-end. Shareholder may request additional information to be included into Annual Information Return.

10.2 **Monthly Financial Reports**

Monthly Financial Reports must be submitted to Shareholder within thirty (30) days of the month-end.

10.3 **Records**

The Corporation will retain financial records for at least seven (7) years after the end of the fiscal year and non-financial records for at least five (5) years as prescribed in the Act and in particular Part VI of Ont. Reg. 339/01.

10.4 **Other Reports**

The Corporation will provide other reports that the Shareholder may, from time to time, deem necessary to ensure effective communication between the Shareholder and the Corporation.
ARTICLE 11
LEGISLATIVE COMPLIANCE REQUIREMENT

11.1 Compliance with Statue Law


ARTICLE 12
AMENDMENTS

12.1 Amendment

This Shareholders Agreement may be amended solely at the discretion of the Shareholder. The Shareholder will provide prior written notice to the Board of any proposed amendments to this Shareholders Agreement.
IN WITNESS WHEREOF the service manager and service agent have signed and sealed this Agreement as of the day and year first above written.

SIGNED, SEALED AND DELIVERED in the presence of

THE CORPORATION OF THE
CITY OF KINGSTON
Per:

_________________________
Harvey Rosen, Mayor

_________________________
Carolyn Downs, City Clerk

KINGSTON & FRONTENAC
HOUSING CORPORATION
Per:

_________________________

* I/We have the authority to bind the organization

Per:

_________________________

* I/We have the authority to bind the organization

Per:

_________________________

* I/We have the authority to bind the organization
SCHEDULE “A”

1. MONITORING ELIGIBILITY FOR RENT-GEARED-TO-INCOME ASSISTANCE

1.01 The Housing Provider agrees that it shall monitor the eligibility of the household for rent-geared-to-income assistance pursuant to the SHRA and Part III of the Regulation for any RGI unit. As part of this function the Housing Provider shall take all reasonable steps necessary to ensure that each household receiving rent-geared-to-income assistance complies with the requirements set out in Sections 9 and 10 of the Regulation.

1.02 In connection with the determination of eligibility of the households for rent-geared-to-income assistance, the Housing Provider agrees to implement, follow, adhere to and comply with Sections 7, 9, and 10 of the Regulation and all written policies, guidelines, procedures, or directives established by the Service Manager from time to time.

1.03 The Housing Provider acknowledges and agrees that the Service Manager is entitled to establish local eligibility rules pursuant to Sections 8, 13, and 17 of the Regulation. The Housing Provider agrees that in performing the function of determining the eligibility of the household for rent-geared-to-income assistant pursuant to the SHRA and Sections 7, 9, and 10 of the Regulation for a RGI unit, it shall implement, observe and comply with all local eligibility rules established by the Service Manager in accordance with Sections 8, 13, and 17 of the Regulation.

1.04 The Service Manager agrees to notify the Housing Provider in writing of the local eligibility rules established from time to time by the Service Manager pursuant to the SHRA and Sections 8, 13, and 17 of the Regulation.

1.05 The Housing Provider agrees that in connection with a RGI unit, it shall review the eligibility of household eligible for rent-geared-to-income assistance pursuant to Section 11 of the Regulation for the RGI unit.

1.06 The Housing Provider agrees that it shall determine whether a household receiving rent-geared-to-income assistance ceases to be eligible for assistance pursuant to Section 12 of the Regulation.

1.07 In connection with the review of whether a household continues to be eligible for rent-geared-to-income assistance, the Housing Provider agrees to implement, follow, adhere to and comply with Section 11 and 12 of the Regulation and all written policies, guidelines, procedures and directives established by the Service Manager from time to time.

1.08 In carrying out its responsibilities set out in Part III of the Regulation, the Housing Provider agrees to observe and comply with Sections 14 and 32 of the Regulation. In respect of Section 15 and subsection 32(2) of the Regulation, the Housing Provider shall provide notices to the Central Waiting List Manager.
2. OCCUPANCY STANDARDS

2.01 The Housing Provider agrees to observe and comply with the occupancy standards contemplated in the SHRA and Part V of the Regulation for the purpose of determining the size and type of unit in respect of which a household with prescribed characteristics is eligible to receive rent-geared-to-income assistance.

2.02 The Housing Provider agrees that in connection with a RGI unit, it shall review the eligibility of household and determine whether the size and type of unit is within the range in respect of which each household is eligible to receive rent-geared-to-income assistance under the applicable occupancy standard pursuant to Section 32 of the Regulation.

2.03 The Housing Provider agrees that it shall receive and withdraw requests contemplated in Section 30 of the Regulation.

2.04 The Housing Provider agrees to implement, observe and comply with the local occupancy standards established by the Service Manager pursuant to subsection 76 (4) of the SHRA.

3. CALCULATION OF GEARED-TO-INCOME RENT

3.01 The Housing Provider agrees that it shall calculate the geared-to-income rent payable by households in a RGI unit for the purpose of Section 69 of the SHRA and Part VII of the Regulation.

3.02 In connection with the calculation of geared-to-income rent payable by a household, the Housing Provider agrees to implement, follow, adhere to and comply with all written policies, guidelines, procedures or directives established or directives established by the Service Manager from time to time in connection with Part VII of the Regulation.

3.03 The Housing Provider agrees that it shall review the geared-to-income rent payable by households in a RGI unit(s) in accordance with Section 52 of the Regulation and shall determine whether the rent should be reduced, be increased or remain the same.

3.04 In connection with the review of the geared-to-income rent payable by a household, the Housing Provider agrees to implement, follow, adhere to and comply with all written policies, guidelines, procedures or directives established by the Service Manager from time to time in connection with Section 52 of the Regulation, and in particular subsections 52(2), 52(3), 52(6), 52(7), 52(8) and 52(9) and the obligations and duties of the Housing Provider thereunder.

3.05 The Housing Provider agrees that in connection with a RGI unit, it shall, pursuant to Section 53 of the Regulation, receive notification from a household under section 10 of
the Regulation of a change in income or assets of such household and redetermine the geared-to-income rent payable by such household in accordance with Section 47 of the Regulation.

3.06 In connection with the redetermination of geared-to-income rent payable by a household pursuant to Section 53 of the Regulation, the Housing Provider agrees to implement, follow, adhere to and comply with all written policies, guideline, procedures or directives established by the Service Manager from time to time.

3.07 The Housing Provider agrees that in connection with a RGI unit, it shall, subject to the written policies, guidelines, procedures or directives established by the Service Manager, require any household that has paid less geared-to-income rent for a period than it should have paid to reimburse the excess amount of rent-geared-to-income assistance pursuant to Section 54 of the Regulation and Section 86 of the SHRA. Incidental to these obligations, the Housing Provider agrees to provide the notices required to be provided by the Service Manager pursuant to subsections 54(3) of the Regulation.

3.08 In connection with performing its duty to require a household to reimburse the excess amount of rent-geared-to-income assistance that it received pursuant to Section 54 of the Regulation and Section 86 of the Act, the Housing Provider agrees to implement, follow, adhere to and comply with all written policies, guidelines, procedures or directives established by the Service Manager from time to time, including without limitation whatsoever, those in relation to subsection 54(2) of the Regulation.

4. PROCEDURAL PROVISIONS-DECISIONS, INTERNAL REVIEWS, NOTICES

4.01 The Housing Provider agrees that in connection with a RGI unit, it shall provide household members an opportunity to comment and give notice of that opportunity in accordance with Section 55 of the Regulation.

4.02 In connection with the provision to members of a household an opportunity to comment, the Housing Provider agrees to implement, follow, adhere to and comply with all written policies, guidelines, procedures or directives established by the Service Manager from time to time in connection with Section 55 of the Regulation.

4.03 The Housing Provider agrees that it shall provide notices of decisions in accordance with Section 56 of the Regulation for the RGI units.

4.04 In connection with the notices of decisions, the Housing Provider agrees to implement, follow, adhere to and comply with all written policies, guidelines, procedures and directives established by the Service Manager from time to time in connection with Section 56 and 58 of the Regulation.
4.05 The Housing Provider agrees that it shall receive requests for internal reviews from occupant households and conduct internal reviews in accordance with Sections 57 and 58 of the Regulation.

4.06 In connection with the notices of decisions, the Housing Provider agrees to implement, follow, adhere to and comply with all written policies, guidelines, procedures and directives established by the Service Manager from time to time in connection with Sections 57 and 58 of the Regulation.

5. PROCEDURAL PROVISIONS - DIVISIONAL EVALUATION COMMITTEE (DEC) FOR HOUSING PROVIDERS

5.01 The Service Manager agrees that in connection with Schedule ‘A’ of the Shareholder Agreement, it will offer the Housing Provider access to the Divisional Evaluation Committee (DEC) review process, detailed in Directive 04-03, as amended from time to time.

5.02 Any and all access to the Divisional Evaluation Committee (DEC) review process is at the sole discretion of the Service Manager and must be in accordance with the procedures and timelines set out in Directive 04-03.
MEMORANDUM

TO: L. Thurston, Commissioner, Community Services

FROM: Carolyn Downs, Manager, Council Support

DATE: 2002-11-20

SUBJECT: KINGSTON & FRONTENAC HOUSING CORPORATION BOARD OF DIRECTORS - COMPOSITION

This will confirm that at the regular meeting of City Council held on November 19, 2002, the following motion was approved:

Moved by Councillor Foster
Seconded by Councillor Sutherland
That the membership of the Board of Kingston Frontenac Housing Corporation be established at seven (7) members.

CARRIED

Please note that any appointments required for the 2003 term will be included on the November 26, 2002 Committee of the Whole Agenda.

As well, as discussed with Nicole Sullivan, Council Support Officer, the name of any member who is not re-appointed will be included in the Motion of appreciation that is approved by Council when the annual appointments are made, to ensure that a letter of appreciation is sent to the member.

Yours truly,

Carolyn Downs
Manager, Council Support

cc: G. Grange, Manager, Housing Division
    N. Sullivan, Council Support Officer

Our Ref. No. C12