

The Regional Municipality of York

Housing York Inc.
June 7, 2018

Report of the
General Manager

Update of Shareholder Direction and General Bylaw

1. Recommendations

It is recommended that:

1. The Board of Directors request approval from the Shareholder for adoption of the Amended and Restated Shareholder Direction, in the form set out in Attachment 1.
2. The Board of Directors enact a new General Bylaw, in the form set out in Attachment 2, repeal [General Bylaw No. 01-07](#) and Bylaw No. 05-14, and enact an amendment to Bylaw No. 04-14 in the form set out in Attachment 3 subject to Shareholder confirmation at the Annual General Meeting

2. Purpose

This report recommends the updated Shareholder Direction and General Bylaw be approved and enacted by the Regional Municipality of York in its capacity as the sole shareholder of Housing York Inc. (Housing York). If approved by the Board, the Amended and Restated Shareholder Direction and the General Bylaw will be presented for approval at the Annual General Shareholder's meeting.

Housing York is currently subject to a Shareholder Direction approved by Council on [June 26, 2014](#), which provides that Housing York may not pass, repeal or amend any bylaws without receiving Shareholder approval.

3. Background and Previous Council Direction

The Region is the sole shareholder of three corporations established under the *Ontario Business Corporations Act*: Housing York Inc., York Region Rapid Transit Corporation and York Telecom Network. The Region has indicated a

desire to harmonize, where practical, governance documents and processes for these corporations.

In [June 2014](#), Regional Council approved a Shareholder Direction for Housing York. The Shareholder Direction sets out the accountability relationship between the Region and Housing York, establishes principles of governance, and includes the second property management services agreement between the Region and Housing York. The current [General Bylaw No. 01-07](#) (Bylaw No. 01-07), was approved by the Board of Directors in [September 2007](#). The Bylaw addresses matters such as responsibilities of directors and procedural requirements for meetings. Bylaw No. 01-07 was amended on [June 26, 2014](#) by Bylaw No. 05-14.

Attachment 1, the proposed Amended and Restated Shareholder Direction for Housing York, has been updated to align more closely to the Shareholder Direction approved by the Region for York Telecom Network in April 2018.

Attachment 2, the proposed amended General Bylaw, consolidates previous bylaws and includes updates to align with the corresponding Bylaw for York Telecom Network, as well as housekeeping amendments to provide greater clarity and to reflect changes in applicable housing legislation.

Attachment 3, proposes an amendment to the Execution of Documents Bylaw No. 04-14 to reflect corresponding amendments to the Shareholder Direction respecting Housing York's authority to approve acquisition or disposition of land up to \$500,000.

4. Analysis and Implications

The proposed Shareholder Direction includes substantive amendments providing consistency with the Region's Shareholder Direction for York Telecom Network

The proposed Restated and Amended Shareholder Direction, Attachment 1, includes a number of minor wording changes incorporated for consistency with the recently approved Shareholder Direction for York Telecom Network. Three of the proposed provisions are substantive changes from the original Housing York Shareholder Direction:

1. Housing York's current General Bylaw commits the Board to adhering to the *Municipal Act, 2001* standards for holding meetings in camera. Under the Ontario *Business Corporations Act*, meetings may be held in public but the default position is to hold them *in camera*. Staff recommends that Housing York's Board and Shareholder meetings align with the requirements of the Ontario *Business Corporations Act*. Section 6.11 (a) of Attachment 1 notes that meetings may be held *in camera* at the Board's

sole discretion. The Board may choose at any time to make a meeting open to the public.

2. Reports to the Housing York Board of Directors are currently vetted through the same Agenda Review Committee process that applies to Council reports. This process provides time for review by all Regional Departments. Consistent with the process established for York Telecom Network Board reports, section 6.11 (c) and (d) provide for an expedited review process for Housing York Board reports that includes review by the President and General Manager of Housing York, the Regional CAO, the Regional Solicitor and the Regional Treasurer.

Alignment of Housing York's procedural requirements with those of York Telecom Network will simplify administration.

The proposed Shareholder Direction includes a change to the authority for certain real estate transactions as well as technical updates

In addition to changes incorporated to align with the Shareholder Direction for York Telecom Network, Attachment 1 increases the value of real estate transactions that can be approved by Housing York without requiring Shareholder approval from \$10,000 to \$500,000. This will align with authorities delegated to the Chief Administrative Officer under the proposed amendments to the Region's Corporate Land Acquisition Policy and the recent amendments to the Region's Sale and Other Disposition of Regional Lands Policy, adopted by Council in [April 2018](#).

The proposed amendment to the Shareholder Direction has been incorporated into Schedule A of the Execution of Documents Bylaw No. 04-14 through the proposed amendment in Attachment 3.

The proposed Amended and Restated Shareholder Direction also includes a number of technical updates, for example:

1. The Region's roles as Shareholder under the *Ontario Business Corporations Act* and Service Manager under the *Housing Services Act, 2011* have been more clearly articulated
2. The description of Housing York's business activities has been broadened to recognize its expanded role in the operation of emergency and transitional housing facilities, as well as potential future initiatives in support of Regional objectives

3. The audit provisions have been clarified to reflect the current practice of shareholder appointment of and determination of remuneration for the auditor

The proposed General Bylaw has been updated to reflect changes in applicable legislation and to consolidate a previous bylaw amendment

The current [Bylaw No. 01-07](#) was approved by the Board of Directors in 2007. Since that time, the *Social Housing Reform Act, 2000*, has been repealed and replaced with the *Housing Services Act, 2011*.

The repealed *Social Housing Reform Act, 2000* included prescriptive governance requirements such as conflict of interest rules and requirements regarding frequency of meetings. The new *Housing Services Act, 2011* does not include these provisions as the Province recognized that governance requirements are also prescribed in incorporating legislation, such as the *Ontario Business Corporations Act*. As such, the proposed General Bylaw has been updated to reflect these changes in legislative requirements.

The proposed General Bylaw has also been updated to consolidate amendments made by Bylaw No. 05-14, which updated the list of Housing York officers.

The proposed General Bylaw has also been updated to align more closely with the proposed Amended and Restated Shareholder Direction and, for consistency, with comparable provisions in the York Telecom Network General Bylaw

The proposed Amended and Restated Shareholder Direction recognizes that since Housing York was incorporated under the *Ontario Business Corporations Act*, it is not subject to the *Municipal Act, 2001*. As a result, the Board of Housing York may hold its meetings in camera for any reason; it is not bound by the open meeting restrictions in the *Municipal Act, 2001*. The procedural provisions in the General Bylaw have been updated accordingly. The Shareholder Direction also includes a requirement for Housing York to continue operating under the existing Property Management Services Agreement with the Region, which states that all services to Housing York will be provided by Regional staff. As such, any provisions regarding engagement and remuneration of staff have been removed from the proposed General Bylaw.

A number of changes have been made to the proposed General Bylaw to provide consistency with comparable provisions in the York Telecom Network General Bylaw. These changes include:

Update of Shareholder Direction and General Bylaw

- Provisions regarding the shareholder election of directors and the term of office
- Enabling electronic meetings and delivery of notices
- Provisions to provide that meetings of the Board can be held in private in accordance with the *Ontario Business Corporations Act*
- Provisions that limit the liability of officers and directors of the Corporation and authorize the indemnification of directors and officers against liabilities undertaken on behalf of the Corporation
- A summary of the high level changes to the Shareholder Direction of the General Bylaw are included as Attachment 4

Shareholder approval is required to amend and restate the Shareholder Direction and to enact the General Bylaw

The Annual General Shareholder meetings for all three of the Region's corporations will be held on June 28, 2018. In addition to routine matters such as receiving the audited financial statements and appointing the auditor, if approved by the Board, the proposed Amended and Restated Shareholder Direction and the General Bylaw will be presented for the Region's approval as the Shareholder of Housing York. The Purchasing Bylaw approved by the Board in [April 2018](#) will also be presented for Shareholder approval at this meeting.

5. Financial Considerations

There are no financial implications for this report.

6. Local Municipal Impact

There are no local municipal implications for this report.

7. Conclusion

Housing York is incorporated under the *Ontario Business Corporations Act*, with the Region as the sole shareholder. The proposed Amended and Restated Shareholder Direction, Attachment 1 and the proposed General Bylaw, Attachment 2, more closely align with corresponding governance documents for the York Telecom Network, and include updates made to address changes in legislative changes and other administrative matters. If approved by the Board,

Update of Shareholder Direction and General Bylaw

Attachments 1, 2 and 3 will be presented for approval at the Annual General Shareholder's meeting.

For more information on this report, please contact Rick Farrell, General Manager, at 1-877-464-9675 ext. 72091.

The Senior Management Group has reviewed this report.

Recommended by:

Approved for Submission:

Rick Farrell
General Manager

Katherine Chislett
President

May 25, 2018

Attachments (4)

#8257598

Accessible formats or communication supports are available upon request

**AMENDED AND RESTATED
SHAREHOLDER DIRECTION**

THE REGIONAL MUNICIPALITY OF YORK

TO

HOUSING YORK INC.

June 28, 2018

This Amended and Restated Shareholder Direction supersedes the previous Shareholder Direction made June 7, 2014, and reflects Regional Council's decisions made at or before the June 28, 2018 Shareholder meeting.

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RECITALS:

- A. The Regional Municipality of York is designated as a service manager (**SM**) under the *Housing Services Act, 2011* (Ontario) (the “**HSA**”).
- B. York Regional Housing Corporation (“**YRHC**”) was incorporated under the *Business Corporations Act* (Ontario) and was a local housing corporation under the *Social Housing Reform Act* (“**SHRA**”). Pursuant to the SHRA, effective January 1, 2001, the Province of Ontario (the “**Province**”) transferred ownership of certain social housing located in The Regional Municipality of York to YRHC, which social housing was, prior to transfer, operated and administered by the York Regional Housing Authority.
- C. The Region of York Housing Corporation (“**RYHC**”) was a non-profit corporation incorporated under the *Corporations Act* (Ontario) and was the owner of certain social housing located in The Regional Municipality of York.
- D. Effective January 1, 2003, YRHC and RYHC were amalgamated and continued under the *Business Corporations Act* (Ontario) as Housing York Inc. (“**HYI**”). HYI was also continued as a local housing corporation under the SHRA and its successor legislation the HSA.
- E. The Regional Municipality of York (the “**Region**”) is the sole shareholder of HYI.

1. INTERPRETATION

1.1 Definitions

1.1.1 For the purposes of this Direction, the following definitions apply:

“**Applicable Law**” means any federal, provincial, or municipal statute, regulation, regulatory policy or order of any governmental authority, including all applicable by-laws, as may be amended from time to time.

“**Articles**” means the Articles of Arrangement of HYI as amended or restated from time to time.

“**Auditor**” means the auditor appointed by the Shareholder.

“**Board**” means the Board of Directors of HYI.

“**Business**” means the business of HYI.

“**Business Plan and Budget**” means the HYI business plan, related long-term strategies, and financial plans

“**CEO**” means the Chief Executive Officer of HYI

“**Chair**” means the Chair of the Board of Directors of HYI

“**Council**” means the Council of The Regional Municipality of York.

“**Direction**” means this Shareholder direction to the Board.

“**Financial Statements**” means, for any particular period, audited or unaudited (as stipulated in this Direction), consolidated or unconsolidated (as stipulated in this Direction), comparative financial statements of HYI consisting of not less than a balance sheet, a statement of income and retained earnings, a statement of changes in financial position, a report or opinion of the

Auditor (in the case of audited financial statements) and such other statements, reports, notes and information as are required in accordance with any Applicable Law or program requirement.

“Fiscal Year” means the twelve (12) month period commencing on January 1 and ending on December 31.

“HSA” means the *Housing Services Act, 2011* and associated regulations and includes any successor or replacement legislation.

“HYI” means Housing York Inc.

“Local Housing Corporation” means a local housing corporation as defined in the HSA.

“OBCA” means the *Business Corporations Act* (Ontario), as such statute may be amended or reenacted from time to time and the regulations thereunder.

“Officer” means each of a Chief Executive Officer, President, a General Manager, a Secretary, a Chief Financial Officer, a Solicitor and such other officers appointed from time to time in accordance with the General Bylaw and/or this Shareholder Direction.

“Person” means an individual, a natural person or a body corporate.

“Program Administrator” means the Region and any other regulatory authority or order of government having authority to establish housing program legislation and regulations, or acting as the funding administrator for a program delivered by HYI or an authorized agent of HYI.

“Region” means The Regional Municipality of York as a municipal corporation

“Service Manager” means The Regional Municipality of York when carrying out its legislated roles and responsibilities under the HSA.

“Shareholder” means the Region.

- 1.1 The necessary grammatical changes required to make the provisions of this Shareholder Direction apply in the plural sense where the context comprises more than one entity and to corporations, associations, partnerships or individuals, males or females, in all cases will be assumed as though in each case fully expressed. References to any individual shall be read with such changes in number and gender as may be appropriate.
- 1.2 The captions for sections of this Shareholder Direction are for convenience only and are not to be considered a part of this Shareholder Direction and do not, in any way, limit or amplify the terms and provisions of this Shareholder Direction.
- 1.3 Where there is a reference to a director, officer or employee performing duties in respect of this Shareholder Direction, this shall also include the individual acting in that capacity or his or her designate.
- 1.4 In the event of any conflict between any approval, direction or requirement of HYI under this Shareholder Direction and any Applicable Law, the Applicable Law shall govern.

2. INTRODUCTION

2.1 Region as HYI Shareholder and Service Manager.

2.1.1 HYI is a Local Housing Corporation pursuant to the HSA. The Region is the sole shareholder of HYI. The Region is also the Service Manager under the HSA, with legislated obligations to oversee certain functions of HYI pursuant to the HSA. This Shareholder Direction is issued by the Region in its capacity as Shareholder of HYI.

2.2 Function of this Direction

2.2.1 This Direction:

- (a) establishes certain principles of governance for HYI;
- (b) includes certain rules governing the operations of HYI , as mandated by section 27 of the HSA; and
- (c) constitutes in part a declaration by the Shareholder pursuant to subsection 108(3) of the OBCA with respect to certain powers of the Board.

3. PURPOSES

3.1 Purpose of Direction

3.1.1 The purposes of this Direction are as follows:

- (a) to recognize the Board's authority to manage or supervise the management of the business and affairs of HYI in accordance with this Direction;
- (b) to set out the accountability, responsibility and relationship between HYI and the Shareholder.

3.2 Principles

3.2.1 HYI owns and operates affordable housing assets, emergency and transitional housing facilities and ancillary space, and related programs on behalf of the Shareholder. The rents and other revenues generated through these operations are insufficient to cover HYI's operating costs and long-term capital repair needs. The Shareholder provides funding to subsidize operational and capital repair costs.

3.2.2 HYI will prepare Business Plans and Budgets and as part of this process will estimate the Shareholder funding required for HYI to fulfill its obligations pursuant to this Direction. HYI will submit funding requests with such frequency and in such form as the Shareholder may require.

3.2.3 As an OBCA corporation governed by a board of directors, HYI will have greater agility to make and implement decisions quickly within the defined strategy and budgets and defined reporting requirements.

4. BUSINESS OF HYI

4.1 Business of HYI

4.1.1 Subject to the ongoing ability of HYI to meet financial objectives established through funding arrangements with any Program Administrator and the ability of the Board to demonstrate the same, HYI, directly or through partnerships, or through arrangements for the purchase of services, may engage in any of the following business activities, consistent with HYI's Articles and the HSA:

- (a) at the direction of the Shareholder own, operate, acquire or have an ownership interest in affordable rental, emergency and transitional housing facilities and provide related services;
- (b) operate commercial space and other commercial services in support of meeting business objectives;
- (c) provide housing-related services to third parties;
- (d) provide services to tenants beyond the basic residential landlord obligations;
- (e) manage an investment program for reserves and other funds in accordance with requirements of the HSA as applicable;
- (f) borrow funds to meet long and short term requirements, subject to the conditions outlined in Section 6.3; and
- (g) operate other related programs, facilities and services in support of meeting Shareholder objectives.

5. RELATIONSHIP TO THE REGION

5.1 Relationship of HYI to the Region

- (a) The Region is the sole shareholder of HYI and requires that HYI take responsibility for managing, maintaining and operating HYI's housing and related assets, subject to the terms and provisions of this Shareholder Direction and Applicable Law. To this end and subject to Subsections 5.1(b) and 5.2(b), the Region hereby directs and authorizes HYI to undertake any and all steps necessary to carry out these responsibilities including without limitation, procuring, awarding, executing, project managing, and awarding contracts.
- (b) Under the HSA, the Region as Service Manager has, and will continue to have, the obligation to oversee certain functions of HYI as a Local Housing Corporation.
- (c) Through a 2nd Property Management Services Agreement dated June 26, 2014 (the "Management Services Agreement"), entered into between the Region and HYI, the

Region provides certain services to HYI to enable HYI to carry out its business and affairs. All staff of HYI, including the General Manager (collectively "York Staff") shall be hired as Regional employees.

6. OPERATION AND CONTROL

6.1 Board Responsibilities

6.1.1 Subject to any matters requiring approval of the Shareholder pursuant to this Direction, the Board will supervise management of the business and affairs of HYI, including the following specific matters:

- (a) establishing annual and long-range strategies and plans consistent with provisions of this Direction;
- (b) establishing policies consistent with the Articles, this Direction, the HSA and all other relevant legislation;
- (c) establishing and maintaining appropriate reserves consistent with sound financial principles and any applicable program regulations established by any Program Administrator from time to time;
- (d) complying with the Management Services Agreement with the Shareholder attached as Schedule A with effect as of June 2014;
- (e) developing and approving procurement policies designed with the objective of providing good value while providing sufficient flexibility to HYI to conduct its business and affairs.

6.1.2 The terms of the Management Services Agreement, dated June 26, 2014, and attached as Schedule A, are confirmed and remain in effect.

6.2 Composition of the Board

6.2.1 The Board will be composed of Shareholder appointees selected from members of Council, one of whom shall be the Regional Chair & CEO. The Region has sole authority to amend the composition of the Board of Directors, subject to provisions in HYI's Articles and any articles of amendment.

6.3 Eligibility for Appointment to the Board

6.3.1 **Qualification of Directors under the OBCA** No person shall be qualified for election as a director if he or she: (i) is less than eighteen years of age; (ii) has been found under the *Substitute Decisions Act, 1992* (Ontario) or under the *Mental Health Act* (Ontario) to be incapable of managing property or who has been found to be incapable by a court of Canada or elsewhere; (iii) is not an individual; (iv) has the status of a bankrupt or (v) is not qualified in accordance with the Act.

6.4 Vacancies

6.4.1 If a member of the Board ceases to be a director for any reason, the Shareholder may appoint a new director to fill the vacancy and any director appointed to fill any such vacancy shall hold

office for the unexpired term of the director who ceased to be a director and who caused such vacancy.

6.5 Term

6.5.1 The term of a Director on the Board will start on the date of appointment by the Shareholder until a successor is appointed or until they cease to qualify under 6.3

6.6 Officers

6.6.1 The Officers identified in Schedule B shall serve as Officers of HYI until removed or replaced by a further Direction of the Shareholder. **In order to be eligible to serve as an Officer, the person must be a Regional employee.**

6.7 Conflict of Interest Policy

6.7.1 The directors and officers of HYI will strictly abide by requirements of the *Municipal Conflict of Interest Act*, the OBCA, any Program Administrator or related HYI policy in respect of conflicts of interest, including any requirements in respect of disclosure and abstention from voting.

6.8 Confidentiality

6.8.1 HYI shall use its best efforts to ensure no confidential information of the Region or HYI is disclosed or otherwise made available by HYI or any of its directors, officers and employees to any individual, except to the extent that:

- (a) Disclosure to the Region's or HYI's officers, employees or agents is necessary for performance of any of their duties or obligations under this Shareholder Direction, or in their jobs at the Region, or for the performance of duties by third parties receiving confidential information; or
- (b) Disclosure is required in the course of any legal or regulatory proceedings or actions or pursuant to any Applicable Law; or
- (c) The confidential information becomes part of the public domain (other than through unauthorized disclosure by HYI); or
- (d) Disclosure is made in full compliance with the *Municipal Freedom of Information and Protection of Privacy Act* and the conflict of interest provisions in the OBCA.

6.9 Removal of Directors

6.9.1 A Director may be removed from the Board by the Shareholder. The reasons for such removal may include, but are not restricted to:

- (a) breach of the Director's obligations under the OBCA; or
- (b) conflict of interest that cannot be resolved in any other manner satisfactory to the Shareholder.

6.10 Remuneration of Directors

6.10.1 Members of Regional Council will receive no additional remuneration for their service on the Board

6.11 Meetings of the Board of Directors

- (a) Meetings of the Board of Directors and its committees may be held *in camera*, at the Board's sole discretion. Meetings that are open to the public will provide advance written notice of the agenda. The Board shall meet at least four (4) times per year.
- (b) The Regional Clerk shall attend all public and *in camera* portions of meetings. For clarity, the recording clerk is not required to attend briefings, orientation or other training sessions, or team building and planning meetings where no Board decisions are made.
- (c) Matters requiring the Region's approval under Section 7.3 requested pursuant to a council report shall adhere to the Region's agenda review committee (ARC) process and Committee of the Whole and Regional Council meetings schedule. Matters requiring shareholder approval under Section 7.2 are not required to follow the Region's ARC process. The Region and HYI shall establish a review process for reports to the Region, as shareholder, independent of the ARC process.
- (d) The independent review process shall include, but not be limited to, a committee comprised of the General Manager, HYI's President, and certain senior staff of the Region, including, the Regional CAO, the Regional Solicitor and Regional Treasurer. The role of this committee will be to review and provide input to the Board reports before they are submitted to the Board. For greater clarity, HYI is not required to follow the Region's ARC process for its reports to the Board.
- (e) The following Regional staff are entitled to receive notice of and to attend all Board meetings or any meetings of committees of the Board:
 - i. Regional CAO;
 - ii. Staff of the Regional Chair's Office;
 - iii. Regional Treasurer;
 - iv. Regional Solicitor;
 - v. Regional Auditor;
 - vi. The President of HYI;
 - vii. The General Manager of HYI;
 - viii. The Treasurer/Chief Financial Officer of Housing York; and
 - ix. Any other member of the Region's senior management team or other Regional staff designated by the Region from time to time.

The rights under this Subsection 5.10(e) extend to a designate or any individual acting in that capacity.

- (f) The Chair may, at his or her discretion, require HYI Staff and/or Regional staff, other than the recording clerk, in attendance during the *in camera* portion of the meeting, to leave the meeting during discussion of sensitive personnel issues.
- (g) The Board may establish committees of the Board for any purpose and delegate decision-making to those committees as permitted by Applicable Law except:
 - i. The Board shall not delegate decision-making to any committee unless all members of that committee are current Board members; and
 - ii. The Board shall not delegate to a committee the power to commit HYI's resources unless the Board has stipulated in its by-laws monetary limits on the corporate resources that may be committed by the committee.

7. SHAREHOLDER MATTERS

7.1 Decisions of the Shareholder

7.1.1 The following will apply to any approvals or decisions the Shareholder must provide:

- (a) all approvals and decisions will be communicated in writing signed by an authorized signatory of the Shareholder; and
- (b) where Shareholder approvals are required, HYI will give reasonable advance notice in writing of the need for approval and will provide such information as is reasonably necessary for the Shareholder to make an informed decision regarding the subject matter requiring approval.

7.2 Matters Requiring Shareholder Approval under the OBCA

7.2.1 In accordance with the provisions of the OBCA , HYI will not, without the approval of the Shareholder:

- (a) apply to make changes to the Articles;
- (b) create any subsidiary corporations;
- (c) amalgamate, apply to continue as a body corporate under the laws of another jurisdiction, merge, consolidate or effect a reorganization as defined in the OBCA, or approve or effect any plan of arrangement, in each case whether statutory or otherwise;
- (d) take or institute proceedings for any winding up, arrangement, corporate governance or legal reorganization or dissolution;
- (e) create new classes of shares or reorganize, consolidate, subdivide or otherwise change its outstanding securities;

- (f) dispose of, by conveyance, transfer, lease, sale and leaseback, or other transaction, all or substantially all of its assets or undertaking, with the exception of entering into residential and commercial leases for the units and commercial spaces of HYI;
- (g) appoint the Auditor;
- (h) make any change to the number of directors comprising the Board;
- (i) enter into any transaction or take any action that requires shareholder approval pursuant to the OBCA; or

7.3 Other Matters Requiring Region Approval

7.3.1. Without the approval of the Region, HYI will not:

- (a) issue any shares;
- (b) transfer or encumber any shares
- (c) secure any form of debt financing against assets of HYI
- (d) amalgamate with another corporation;
- (e) voluntarily wind-up or dissolve;
- (f) sell or acquire any real property assets having a value greater than \$500,000;
- (g) give a guarantee;
- (h) proceed with development or redevelopment projects;
- (i) add, remove or replace any Officer of HYI as defined in Section 1.1.1 of this Direction;
- (j) terminate the Management Services Agreement; or
- (k) enter into any transaction or take any action that requires Service Manager approval pursuant to the HSA

8. GOVERNING DIRECTIONS

8.1 Member of the Social Housing Sector

8.1.1 HYI will be an active participant in the social housing sector and seek to identify and support, directly or through its work with associations, opportunities for sector cooperation, information sharing and other activities that promote an effective partnership among stakeholders, efficient use of resources, and effective operations and programs.

9. ACCOUNTABILITY

9.1 Reporting

9.1.1 HYI will comply with any program reporting requirements prescribed by the HSA and any Program Administrator.

9.2 Access to Records

9.2.1 Representatives of the Shareholder, including its internal auditor, shall have unrestricted access to the books and records of HYI. Such representatives shall treat all information of HYI with the same level of care and confidentiality as any confidential information of the Shareholder.

9.3 Audit

9.3.1 The Auditor shall be appointed by the Shareholder in accordance with the OBCA. The Shareholder will determine the remuneration for the Auditor. HYI's consolidated and unconsolidated Financial Statements shall be audited annually.

9.4 Accounting

9.4.1 HYI will, in consultation with the external Auditor, adopt and use the accounting policies and procedures that may be approved by the Board from time to time and all such policies and procedures will be in accordance with Canadian generally accepted accounting principles and/or applicable regulatory or program requirements.

9.5 Annual Report

9.5.1 The Board shall approve the audited Financial Statements and submit an Annual Report to the Regional Treasurer within one hundred and eighty days (180) after the end of each Fiscal Year. The Annual Report shall include the Audited Financial Statements.

9.6 Annual General Meeting

9.6.1 HYI shall comply with the requirement of the OBCA to hold an annual general meeting,

10. FINANCIAL PERFORMANCE

10.1 Financial Performance

10.1.1 The Board will use its best efforts to ensure that HYI operates effectively, with best use of available resources and in accordance with any asset management strategy that may be prescribed by the Shareholder from time to time.

11. AMENDMENTS

11.1 Amendments

11.1.1 This Direction may be amended solely at the discretion of the Shareholder upon written notice to the Board.

DATED at Newmarket as of June 28, 2018

THE REGIONAL MUNICIPALITY OF YORK

Wayne Emmerson
Regional Chair & CEO

Schedule A

2nd Property Management Services Agreement

THIS 2ND PROPERTY MANAGEMENT SERVICES AGREEMENT dated June 26, 2014

BETWEEN:

THE REGIONAL MUNICIPALITY OF YORK

(the "Manager")

and

HOUSING YORK INC.

("HYI")

RECITALS:

- A. The Regional Municipality of York is designated as a service manager ("SM") under the *Housing Services Act, 2011* (Ontario) (the "HSA").
- B. York Regional Housing Corporation ("YRHC") was incorporated under the *Business Corporations Act* (Ontario) and was a local housing corporation under the *Social Housing Reform Act* (the "SHRA"). Pursuant to the SHRA, effective January 1, 2001, the Province of Ontario (the "Province") transferred ownership of certain social housing located in The Regional Municipality of York to YRHC, which social housing was, prior to transfer, operated and administered by the York Regional Housing Authority.
- C. The Region of York Housing Corporation ("RYHC") was a non-profit corporation incorporated under the *Corporations Act* (Ontario) and was the owner of certain social housing located in The Regional Municipality of York.
- D. Effective January 1, 2001, The Regional Municipality of York agreed with YRHC and RYHC to provide certain management services pursuant to the term of an agreement (the "1st Property Management Services Agreement").
- E. Effective January 1, 2003, YRHC and RYHC were amalgamated and continued under the *Business Corporations Act* (Ontario) as Housing York Inc. ("HYI"). HYI was also continued as a local housing corporation under the SHRA and its successor legislation the HSA.
- F. The Manager is the sole shareholder of HYI.
- G. The Manager and HYI wish to terminate the 1st Property Management Services Agreement.
- H. The Manager has agreed to provide management services to HYI in respect of the management, operation and administration of its Properties in accordance with the terms of this 2nd Property Services Management Agreement.
- I. The Region consents in its capacity as Service Manager under the HSA to this 2nd Property Services Management Agreement.

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the sum of TWO DOLLARS (\$2.00) now paid by each of the parties to the other (the receipt and sufficiency of which is acknowledged by each of the parties), the mutual covenants and agreements herein

and other good and valuable consideration, and subject to the terms and conditions set out in this Agreement, the parties agree as follows:

1. DEFINITIONS

1.1 In this Agreement,

"Agreement" means this 2nd Property Management Services Agreement which embodies the entire agreement between the parties;

"Commissioner" means the Commissioner of Community & Health Services for The Regional Municipality of York, or the Commissioner's successor or delegate from time to time;

"Regional Employees" means employees employed by The Regional Municipality of York to perform Services under this Agreement;

"Properties" means all properties owned or leased by HYI from time to time;

"Services" means the management and property services provided by the Manager to HYI pursuant to this Agreement; and

"Tenant" means a tenant in any of the HYI Properties.

2. APPOINTMENT OF MANAGER AND TERM OF AGREEMENT

2.1 The Manager and HYI agree that the 1st Property Management Services Agreement is terminated effective as of the date of this Agreement.

2.2 HYI hereby engages and appoints the Manager to be its sole and exclusive representative and managing agent to manage the Properties for and on behalf of HYI in carrying out the duties set out in this Agreement, and subject to the provisions of this Agreement, to enter into contracts and agreements in the name of and on behalf of HYI as may be necessary or desirable in the performance of such duties.

2.3 The Manager agrees to act as representative and managing agent for and on behalf of HYI in accordance with the terms of this Agreement and to manage the Properties and perform the duties as more particularly described in section 3 in a faithful, diligent and honest matter. The Manager represents and warrants that it has the expertise, experience, facilities, skilled personnel, management, and knowledge required to provide the Services in a competent and professional manner and acknowledges that HYI is relying upon such representations and warranties in entering into this Agreement.

2.4 The term of this Agreement shall commence as of June 26, 2014 and shall automatically renew for successive one (1) year periods unless earlier terminated in accordance with the provisions of this Agreement.

3. MANAGER'S RESPONSIBILITIES AND DUTIES

3.1 Without limiting the generality or the ambit or the authority granted to the Manager pursuant to section 2.2, the Manager shall also have and exercise the powers, responsibilities, duties, rights and authority set out in this section 3.1 on behalf of HYI as follows:

- (a) to hire and provide Regional Employees who are competent and skilled to operate, maintain, control and manage the Properties and any programs respecting the Properties;
- (b) to provide use of office equipment; office furniture; software, computer programs and codes of all types; databases; and other assets that are required for the management of the Properties;
- (c) to provide Tenant coordination services including the review of rental applications and offers to lease and to consult with HYI regarding the terms thereof, to prepare leases on a form approved by HYI, to negotiate with Tenants regarding any modification in the terms of such leases and to arrange for their execution, to receive plans and specifications for any Tenant changes or leasehold improvements and to arrange for any approvals required in connection with them, to arrange (subject to any budgetary limitation agreed on with HYI) for the completion of any work required of HYI pursuant to the terms of any offer to lease or lease or tenancy agreement, to make or arrange for the payment of any allowance or contributions from HYI to which Tenants may be entitled after the satisfactory completion of any Tenant work including partitioning and any other leasehold improvements and to give and render at the proper time, such notices necessary or desirable to be sent to Tenants;
- (d) to supervise the moving in and out of Tenants and, so far as is reasonably possible, to arrange the times thereof so that there shall be a minimum of disturbance to the operation of the Properties and of inconvenience to any other Tenants;
- (e) to collect all rents, including additional rent payable pursuant to escalation clauses, maintenance and other charges payable by the Tenants or occupants of the Properties and any other monies to which HYI may be entitled in connection with the operation of the Properties, to maintain a careful vigilance over the collection of all receivables, to arrange in so far as is reasonably possible that all such amounts are paid when due and on their collection to deposit them in a trust account for HYI in a Canadian chartered bank or trust company;
- (f) to use its best efforts to arrange for performance of all covenants, duties and obligations of HYI pursuant to all leases and tenancy agreements which are in effect during the currency of this Agreement in so far as such performance is consistent with the terms of this Agreement and any subsequent instructions given from time to time by HYI;
- (g) to do and perform all acts necessary on behalf of HYI for the proper and efficient management of the Properties and to take such steps and make all applications and perform all reporting as may be required to comply with the provisions of any federal, provincial or municipal legislation, regulations or any other obligation;
- (h) to diligently pursue and take all reasonable measures at HYI's expense to enforce all covenants, duties and obligations of the Tenants and to remedy all breaches of leases by Tenants including, but not limited to, non-payment of rent and, when it deems appropriate, to initiate and prosecute court actions or suits or arrange for them to be initiated by a reputable party capable of providing competent legal or paralegal services, as the case may be, with respect to

seeking remedies from a court of competent jurisdiction or to settle, compromise and release such actions or suits, all at the expense of HYI;

- (i) to maintain proper payroll records with respect to the Regional Employees and any other persons engaged to perform the Services and to make all payroll reports and returns required by law and to remit to the proper authorities all deductions and payments for income tax, unemployment insurance, hospitalization, medical and tax, and other group coverage, union dues, Canada Pension Plan, Workers' Compensation and any other deductions or payment which may from time to time be applicable to any such persons or their employer or both;
- (j) to direct and supervise the Regional Employees and any other persons employed pursuant to this Agreement, for the operation and maintenance of any heating, ventilating, air conditioning and other equipment which HYI desires or is obligated to operate and maintain and to arrange for any technical instruction of the persons employed at the Properties which may be required for the proper operation and maintenance of such equipment;
- (k) to specify duties and arrange for the preparation of any work schedules necessary to direct the activities of the Regional Employees and any other persons employed to perform the Services and to provide such supervision as may be reasonably necessary in the Manager's opinion to verify the adequacy with which any duties and work is being performed;
- (l) to arrange for the supply, as may be required, of electricity, gas, steam, fuel, water, telephone and other services and to arrange through use of Regional Employees or independent contractors as in each instance may seem the more desirable for the effective and economical operation, maintenance and repair of the Properties and equipment (including, without limitation, any heating, ventilating, air conditioning, plumbing, electrical and elevator equipment) as may be required by HYI or deemed desirable by the Manager or so as to comply with the enforcement of any regulations and requirements of which the Manager is notified by the local board of health, police and fire departments and any other municipal, provincial and federal authorities having jurisdiction which affect the Properties and, without limiting the generality of the foregoing, such arrangements shall include (where applicable to the Properties) those for janitorial service and any other cleaning, including windows, building security and ice removal, landscaping and grounds maintenance, painting and redecoration, alterations and any supervision and maintenance necessary in connection with any recreational area;
- (m) to arrange for the payment (subject to the availability of funds at the credit of HYI in the Manager's trust account) of such debt, service and municipal tax obligations as may be requested by HYI and to co-operate with HYI and its legal or other appointed representatives in connection with the entering and processing of any appeals regarding municipal tax assessments levied against the Properties;
- (n) to assist in arranging for any insurance coverages required by the terms of this Agreement unless otherwise provided by HYI, which coverage shall include cross liability and severability of interest clauses, and, as may be requested by HYI, to advise regarding insurance coverages which are recommended by the Manager

and, if further required, to negotiate on behalf of HYI the terms of any policies for fire and other perils, rental income, plate glass, public liability, fidelity, money loss, boiler and machinery and any other insurance which may from time to time be required by HYI relative to the Properties, provided, however, that the Manager shall not be liable for any claim which is due to failure to effect or maintain adequate insurance, but shall be liable for any claim due to the negligence of the Manager or those for whom the Manager is in law responsible;

- (o) generally to do and perform and where desirable contract (either in its own name or HYI's name as the Manager in each instance may elect) for all things desirable or necessary for the proper and efficient management of the Properties (including the giving of proper attention to any complaints and endeavouring as far as is economical to reduce waste) and to perform every other act whatsoever in or about the Properties to carry out the intent of this Agreement;
- (p) to ensure the proper allocation of subsidies in accordance with the federal, provincial, or municipal programs under which the subsidies are granted and to maintain proper applications and reporting for subsidies and records with respect thereto, including without limiting the generality of the foregoing, the Rent Supplement program, determinations respecting eligibility for housing and rent-g geared-to-income assistance, and so forth;
- (q) execute any asset management strategy approved by HYI; and
- (r) to generally administer and perform the duties of HYI subject always to the direction of HYI's board of directors.

4. EXTRA CONTRACTUAL OBLIGATIONS

- 4.1 The Manager shall promptly notify HYI of any suit, proceeding or action commenced or taken against HYI which may be related to the operation of the Properties of which the Manager becomes aware.
- 4.2 The Manager may engage any person, firm or corporation or any person, firm or corporation associated, affiliated or otherwise connected with the Manager to perform any work or services for HYI within the scope of the Manager's duties under the provisions of this Agreement, without being in breach of any fiduciary relationship with HYI, provided that the Manager shall at all times diligently and honestly seek to have such work or services performed at the lowest cost to HYI and provided further that the Manager shall remain liable to HYI for the performance of such work or services and that HYI shall remain liable only to the Manager for the cost of such work or services.

5. MANAGEMENT FEES

- 5.1 In consideration of the Services provided by the Manager under this Agreement, HYI agrees to pay to the Manager all costs and expenses incurred by it in providing the Services.

6. RECORDS AND AUDIT

- 6.1 The Manager shall at all times maintain detailed and proper books of account and records with respect to the Properties and all transactions entered into with respect to the performance of the Services under this Agreement and shall co-operate fully with any audit requirements, including making such records available to HYI and its auditors or other designated representatives at reasonable times whenever requested, subject to the provisions of the *Municipal Freedom of Information and Protection of Privacy Act* (Ontario). Without limiting the generality of the foregoing, the Manager shall audit its performance of the Services through its own internal audit team and shall report the results of any such audit to the Manager and HYI.
- 6.2 The Manager shall keep accurate and separate accounts of the financial transactions involved in the management of the Properties.

7. COMPLIANCE WITH LAWS

- 7.1 The Manager shall comply with all applicable federal, provincial, municipal or local laws, statutes, regulations and bylaws.
- 7.2 The Manager and HYI acknowledge that information obtained pursuant to this Agreement or exchanged between them is subject to the *Municipal Freedom of Information and Protection of Privacy Act* (Ontario) and the *Freedom of Information and Protection of Privacy Act* (Ontario).

8. MANAGER'S RIGHT TO REPRESENT HYI IN LEGAL PROCEEDINGS

- 8.1 The Manager shall have the right on behalf of HYI, but is under no obligation to do so, to commence any action or other legal proceeding or to take any legal remedies available for the recovering of any owing and unpaid rent, to settle, compromise or discontinue any such proceeding and to enter and to recover by distress all sums of monies on non-payment of rent or other monies on which distress may be made, and in case of breach of covenant by any Tenant or occupant, to take such proceedings by re-entry or action as it may think fit, and in connection with all of the foregoing shall have the right as attorney of the HYI, and HYI appoints the Manager as its attorney to execute any and all documents which it may consider necessary or desirable to enable it to fully carry out the powers granted to it. The Manager shall be entitled to charge as a disbursement all collection expenses incurred hereunder including all legal and tracing fees and any other expenses except only for the remuneration of the Regional Employees.

9. LIMITATION ON MANAGER'S LIABILITY

- 9.1 The Manager shall not be liable to HYI for any arrears in the collection of rentals or other payments due from Tenants or any one with respect to the operation of the Properties or as a result of any damage or other loss affecting the Properties or the operation of any equipment, or for any error in judgment or for anything which it may do or refrain from doing unless any resulting damage, loss, injury or liability has been caused by the negligence of the Manager or those for whom it is in law responsible; nor shall the Manager be liable to HYI for failure to perform any of the obligations set forth in this Agreement if such failure is occasioned by or results from destruction or damage to the Properties by fire or other cause, a strike or lockout, a civil commotion or disturbance, an act of God, an act of terrorism, a supervening illegality or any other act

or cause which is beyond the reasonable control of the Manager except if due to the negligence of the Manager or those for whom it is in law responsible.

10. HYI'S INDEMNITY

10.1 HYI shall, both during and following the term of this Agreement, indemnify and save harmless the Manager for all costs, losses, damages, judgments, claims, demands, suits, actions, or other proceedings made, brought or recovered against the Manager from any cause whatsoever (except if due to the negligence of the Manager or its directors, officers, employees, agents or volunteers, or those for whom it is in law responsible), provided the Manager is carrying out the provisions of this Agreement or is acting on the subsequent directions of HYI.

11. MANAGER'S INDEMNITY

11.1 The Manager shall, both during and following the term of this Agreement, indemnify and save harmless HYI for all costs, losses, damages, judgments, claims, demands, suits, actions, or other proceedings made, brought or recovered against HYI based upon, occasioned by, or attributable to anything done or admitted to be done by the Manager for or in connection with the Services or omitted to be provided by the Manager, and its employees, agents or volunteers, or those for whom it is in law responsible.

12. TERMINATION OF AGREEMENT

12.1 Notwithstanding section 2.4, the Manager may immediately terminate this Agreement upon written notice to HYI.

12.2 In the event that the Manager is no longer the controlling shareholder of HYI, HYI may terminate this Agreement upon one (1) year's written notice to the Manager.

12.3 Upon termination of this Agreement, the Manager shall immediately forward to HYI, all lease agreements and other records, files, contracts, reports, data, documentation or information in the possession of the Manager which may be requested by HYI relating to the continuing operation and management of the Properties.

13. CONFIDENTIALITY

13.1 The Manager, the Regional Employees, agents and volunteers, will hold confidential and will not disclose or release to any person other than HYI, or its delegates, at any time during or following the term of this Agreement, except where required by law, any information or document regarding the Tenants of the Properties, without obtaining the prior written consent of the Tenant. The parties acknowledge that the covenant contained in this section 13.1 is in addition to and is not intended to supplant or replace any other rights and obligations of any kind whatsoever and howsoever arising relating to the subject matter hereof.

14. SURVIVAL OF CERTAIN PROVISIONS

14.1 For greater certainty, notwithstanding the termination of the retainer of the Manager, the provisions of section 13.1 shall continue in full force and effect.

15. ASSIGNMENT

15.1 HYI shall not assign this Agreement to any person, firm or corporation.

- 15.2 The Manager may assign this Agreement or any part thereof without the prior written approval of HYI.

16. STATUS OF PARTIES

- 16.1 The relationship between the Manager and HYI is that of managing agent for the limited purposes provided in this Agreement and owner of the Properties, respectively. Nothing in this Agreement shall be construed so as to imply a partnership between the parties. It is expressly understood that the parties are independent contractors and no partnership of any kind is intended between the parties. It is acknowledged that the Manager does not acquire any right, title or interest in the Properties by virtue of this Agreement.

17. NOTICES

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

- (a) to the Manager at:

The Regional Municipality of York
17250 Yonge Street
Newmarket, ON L3Y 6Z1

Attention: Commissioner of Community & Health Services

- (b) to HYI at:

Housing York Inc.
17250 Yonge Street
Newmarket, ON L3Y 6Z1

Attention: President

or to such other address as either party may from time to time designate by written notice to the other party.

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

18. ENTIRE AGREEMENT

- 18.1 This Agreement forms the entire agreement between the parties and supersedes any other understanding or agreement, collateral, oral or otherwise, existing between the parties at the date of execution of this Agreement. No supplement, modification, waiver or termination of this Agreement shall be binding unless executed in writing by the party to be bound thereby. No waiver of any provision of the Agreement shall be deemed to or shall constitute a waiver of any other provisions, whether or not similar, nor shall such waiver constitute a continuing waiver unless expressly provided.

19. HEADINGS

19.1 Section headings contained in this Agreement are included solely for convenience of reference, are not intended to be full or accurate descriptions of the contents thereof and shall not be considered part of this Agreement.

20. SUCCESSORS AND ASSIGNS

20.1 This Agreement shall enure to the benefit of and be binding upon each of the parties hereto and their respective successors and permitted assigns.

21. FURTHER ASSURANCES

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

22. APPLICABLE LAW

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

23. PARTIAL INVALIDITY

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

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

) **THE REGIONAL MUNICIPALITY OF YORK**
)
)
)
) _____
) Name: Adelina Urbanski
) Title: Commissioner of Community & Health
) Services
)
) **HOUSING YORK INC.**
)
)
) _____
) Name: Adelina Urbanski
) Title: President

Authorized by Clause • of Report No. • of the Commissioner of Community & Health Services as adopted by Regional Council at its meeting held on June 26, 2014.

Schedule B

List of Regional Officers serving as Officers of HYI

Each of the following officers of the Shareholder shall serve as the following officers of HYI for so long as they are an officer of the Shareholder.

Regional Officer

Regional Chairman & CEO
Commissioner of Community & Health Services
General Manager of Housing
Regional Clerk
Director Program Finance and Chief Financial Officer HYI
Regional Solicitor

HYI Officer

Chief Executive Officer
President
General Manager
Secretary
Treasurer/Chief Financial Officer
Solicitor

HOUSING YORK INC.

(herein called the "Corporation")

BYLAW NO.

(to be numbered subject to direction from the Regional Clerk)

A bylaw relating generally to the conduct of the business and affairs of Housing York Inc.

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BE IT ENACTED as a bylaw of the Corporation as follows:

1. INTERPRETATION

1.01 In this bylaw, unless the context otherwise requires:

- (a) "Act" means the *Business Corporations Act* of the Province of Ontario together with the regulations made pursuant thereto and any statute or regulations that may be substituted therefor, as amended from time to time;
- (b) "Articles" means the articles of **arrangement** of the Corporation as amended or restated from time to time;

- (c) "Board" means the Board of Directors of the Corporation;
- (d) "bylaw" means this bylaw;
- (e) "Corporation" means Housing York Inc.;
- (f) "Council" means the Council of The Regional Municipality of York;
- (g) "Director" means a Director of the Corporation;
- (h) "HSA" means the *Housing Services Act, 2011*, together with the regulations made pursuant thereto and any statute or regulations that may be substituted therefore, as amended from time-to-time;
- (i) "notice" means written or electronic notice;
- (j) "person" means an individual, a corporation, the Crown, a municipality, an agency, a board, a commission or any other entity;
- (k) "Region" means The Regional Municipality of York as a municipal corporation;
- (l) "Service Manager" means The Regional Municipality of York when carrying out its legislated roles and responsibilities under the HSA;
- (m) "Shareholder" means the Region.

1.02 In this bylaw and in all other bylaws of the Corporation hereafter passed, unless the context otherwise requires, words importing the singular number include the plural and vice versa; and words importing the use of any gender include all genders.

1.03 Save as aforesaid, all words and terms appearing in this bylaw shall have the same definitions and application as in the Act.

1.04 In the event of a conflict between the provisions of this bylaw and any other bylaw of the Corporation, except a bylaw amending or repealing all or any part of this bylaw, the provisions of this bylaw shall prevail.

1.05 In the event of a conflict between the provisions of this bylaw and any shareholder direction of the Corporation, the provisions of the shareholder direction shall prevail.

2. REGISTERED OFFICE AND SEAL

- 2.01 The registered office of the Corporation shall be as specified by the Board.
- 2.02 The Corporation may have a corporate seal which shall be adopted and may be changed by resolution of the Board.

3. DIRECTORS

- 3.01 **Number of Directors:** The Board shall consist of no less than two (2) and no more than thirteen (13) Directors as set out in the Articles. Directors must be individuals, members of Council, 18 years of age, with power under law to contract.
- 3.02 **Election and Term of Office:** Unless the articles or any unanimous shareholder agreement otherwise provides, the Directors shall be elected yearly at the annual meeting of the shareholders and shall hold office until the annual meeting next following, save where a municipal election occurs in the immediately preceding calendar year prior to the annual meeting, then the Directors shall be elected at the shareholder's meeting immediately following the date that the new term of Regional Council commences and shall hold office until the annual meeting next following or until such earlier date when the Director ceases to hold office or is removed from office, in accordance with Section 3.06 (Vacation of Office) and Section 3.05 (Removal of Directors), respectively. The whole Board shall be elected at each such annual meeting and all the Directors then in office shall retire, but, if qualified, shall be eligible for re-election. The election may be by a show of hands or by resolution of the shareholders. If after nomination there is no contest for election, the persons nominated may be elected by declaration of the Chair to that effect. If an election of Directors is not held at the proper time, the Directors then in office shall continue in office until their successors are elected or appointed.
- 3.03 **Chair and Vice-Chair:** The Board shall appoint each year a Chair who shall preside at all meetings of the Directors and may perform any other duties assigned by the Board. The Board shall appoint each year a Vice-Chair who shall preside at all meetings of the Directors in the absence of the Chair and may perform any other duties assigned by the Board.
- 3.04 **Resignation:** A Director may resign from office upon giving a written resignation to the Corporation and such resignation becomes effective when received by the Corporation or at the time specified in the resignation, whichever is later.

- 3.05 **Removal:** The shareholders may, by ordinary resolution passed at a meeting of shareholders, remove any Director or Directors from office before the expiration of his or their respective terms and may, by a majority of the votes cast at the meeting, elect any person in his place for the remainder of his term.
- 3.06 **Vacating of Office:** A Director ceases to hold office when: (i) the Director dies; (ii) the Director is removed from office by the shareholders; (iii) the Director ceases to be qualified for election as a Director; or (iv) the Director's written resignation is received by the Corporation provided if a time subsequent to its date of receipt by the Corporation is specified in such written resignation the resignation shall become effective at the time so specified. Until the first meeting of shareholders, no Director named in the articles shall be permitted to resign from office unless at the time the resignation is to become effective a successor is elected or appointed.
- 3.07 **Vacancies:** Where a vacancy occurs on the Board, the shareholders may appoint a new Director to fill the vacancy and any Director appointed to fill any such vacancy shall hold office for the unexpired term of a Director who ceased to be a Director and who caused such vacancy.

4. MEETINGS OF DIRECTORS

- 4.01 **Meetings by Electronic Means:** Where all the Directors present at or participating in the meeting have consented, any Director may participate in a meeting of the Board or of a committee of the Board by means of conference telephone, electronic or other communication facilities as permit all persons participating in the meeting to communicate with each other, simultaneously and instantaneously, and a Director participating in such a meeting by such means is deemed to be present at the meeting. Any such consent shall be effective whether given before or after the meeting to which it relates and may be given with respect to all meetings of the Board and of committees of the Board held while a Director holds office.
- 4.02 **Calling of Meetings:** Meetings of the Board shall be held from time to time at such place, at such time and on such day that the Chair or any other two Directors may determine, and the Secretary shall call meetings when directed or authorized by that person(s). Notice of every meeting so called shall be given to each Director not less than 48 hours (excluding any part of a Sunday and of a holiday as defined by the *Interpretation Act* (Ontario)) before the time when the meeting is to be held, except in case of an emergency where the Chair so advises. Further, no notice of meeting shall be necessary if all the Directors are present or if those

absent have waived notice of or otherwise signified their consent to the holding of such meeting.

- 4.03 **Regular Meetings:** The Board may from time to time by resolution appoint a day or days in any month or months for regular meetings at a place and hour to be named. A copy of any resolution of the Board fixing the place and time of regular meetings of the Board shall be sent to each Director forthwith after being passed, but no other notice shall be required for any such regular meetings except where the Act requires the purpose or the business to be transacted to be specified. There shall be at least four (4) meetings of the Board per fiscal year of the Corporation.
- 4.04 **First Meeting of a New Board:** Each newly elected Board may without notice hold its first meeting provided that a quorum of Directors is present.
- 4.05 **Quorum:** A majority of the Directors constitutes a quorum at any meeting of Directors unless the Board is comprised of an equal number of Directors in which case, the quorum shall be one-half of the total number of Directors.
- 4.06 **Chair:** The Chair of any meeting of the Board shall be:
- (a) the Chair, or
 - (b) if the Chair is not available, the Vice-Chair;
 - (c) if both the Chair and the Vice-Chair are not available, another Director who is present at the meeting and selected by the Directors who are present.
- 4.07 **Votes to Govern:** At all meetings of a Board, each Director shall have one vote and every question shall be decided by a majority of votes cast on the question.
- 4.08 **Equality of Votes:** In the case of an equality of votes on any motion at a meeting of the Board, the motion shall be deemed to have been decided in the negative.
- 4.09 **Resolution in Lieu of Meeting:** A resolution in writing, signed by all the Directors entitled to vote on that resolution at a meeting of Directors or committee of Directors, is as valid as if it had been passed at a meeting of Directors or committee of Directors.
- 4.10 **Delegation:** Directors may appoint from their number a committee of Directors and delegate to such committee any of the powers of the Directors. Unless otherwise determined by the Board, each committee

shall have the power to fix its quorum at not less than a majority of its members, or if the committee is comprised of an equal number of members, a quorum shall be one-half of the total number of members. Each committee shall have the power to elect its chair and to regulate its procedure.

- 4.11 **Improper Conduct:** The chair of any meeting of the Board may expel from a meeting of the Board any person who has been guilty of improper conduct at that meeting.
- 4.12 **Rules of Procedure:** Subject to the immediately following sentence, the rules governing the procedures of York Regional Council for meetings and conduct of members of York Regional Council shall be observed by the Board in respect of meetings of the Directors and shall apply to the conduct of the Directors insofar as they are applicable and so long as they do not conflict with any other provisions of this bylaw or the Act or other Applicable Law. Provided that notwithstanding the immediately preceding sentence, meetings of the Board shall be able to be held in camera and in private, except to the extent prohibited by law.
- 4.13 **Conflict of Interest:** Every Director or Officer of the Corporation who,
- (a) is a party to a material contract or transaction or proposed material contract or transaction with the Corporation; or
 - (b) is a Director or officer of, or has a material interest in, any person who is a party to a material contract or transaction or proposed material contract or transaction with the Corporation, shall disclose in writing to the Corporation or request to have entered into the minutes of the meeting of Directors the nature and extent of his interest at the time and in the manner required by the Act. Any such contract or proposed contract shall be referred to the Board or shareholders for approval even if such contract is one that in the ordinary course of the Corporation's business would not require approval by the Board or the shareholders, and a Director interested in a contract so referred to the Board shall not vote on any resolution to approve the same except as provided by the Act.
- 4.14.1 A Director or officer must notify the Chair of the Board of every potential or actual conflict of interest no later than the first meeting of the Board after the Director or officer becomes aware that he has entered into a situation, arrangement or agreement that results in or may result in a conflict of interest. The Director or officer shall not take part in the discussion of, or vote on any question in respect of the matter and shall not attempt in any way whether before, during or after the meeting to influence the voting on the matter. Where a meeting is not open to the public, in addition to

complying with the requirements of this Section 4.14, the Director or officer shall forthwith leave the meeting or part of the meeting during which the matter is under consideration.

- 4.14.2 The Board shall consider the notice given under Section 4.14.1 no later than the second meeting of the Board after the notice is given and consideration of the notice must be reflected in the minutes of the meeting.
- 4.14.3 The Chair of the Board shall notify the Regional Solicitor for the Region in writing of the receipt of every notice under Section 4.14.1 and the Board shall resolve every conflict of interest or potential conflict of interest to the satisfaction of the Region.
- 4.14.4 A Director or officer or a person related to one of them may directly or indirectly receive a gain, benefit, advantage, privilege or remuneration from the Corporation if both of the following conditions are satisfied:
- (i) A notice of the conflict of interest or potential conflict of interest is given in accordance with Section 4.14.1.
 - (ii) The Region agrees that there is no reasonable alternative for the Corporation other than entering into the situation, arrangement, or agreement that results in or may result in the conflict of interest.
- 4.14.5 For the purposes of this Section 4.14, a person related to a Director or officer includes a parent, spouse, common-law spouse, same-sex partner, child, household member, sibling, uncle, aunt, nephew, niece, mother-in-law, father-in-law, sister-in-law, brother-in-law, or grandparent, or a person with whom the Director or officer has a business relationship.
- 4.14.6 The particulars of any disclosed conflict of interest shall be recorded in reasonable detail in the minutes of that meeting.

5. REMUNERATION OF DIRECTORS

- 5.01 **Remuneration:** The Directors of the Corporation, including those who are also officers shall serve as Directors and, if applicable, officers, without remuneration, and no Director shall directly or indirectly receive any profit or remuneration from his position or in any other capacity, except for:
- (a) remuneration from the Region or another municipality paid pursuant to section 283 of the *Municipal Act, 2001*, as amended from time to time, including any successor legislation; and

- (b) reimbursement for reasonable expenses incurred in the performance of duties as Directors of the Corporation.

6. OFFICERS AND PERSONNEL

- 6.01 **Appointment:** The Board shall from time to time appoint a Chief Executive Officer, a General Manager, a Secretary, a Treasurer/**Chief Financial Officer**, **a President** and a Solicitor and such other officers as the Board may determine. The Board may specify the duties of, and in accordance with this bylaw, delegate to such officers powers to manage and oversee the business and affairs of the Corporation. Officers are not required to be Directors. Officers shall be employees of the Region. When an officer ceases to be employed by the Region, that officer also ceases to hold his office.
- 6.02 **Terms and Remuneration:** Unless otherwise determined by resolution of the Board or in the Property Management Services Agreement, no officer shall receive any remuneration or profit in any way from their office in the Corporation.
- 6.03 **Chief Executive Officer:** The Chief Executive Officer shall be responsible for the general supervision of the day-to-day business and affairs of the Corporation and shall have such other powers and duties as the Board may specify. The Chief Executive Officer shall have the power to delegate his powers and duties respecting the general supervision of the day-to-day business and affairs of the Corporation to such officer or officers as he deems fit. The Chief Executive Officer is responsible for coordinating the functions of the Secretary, Treasurer, General Manager, and Solicitor. These officers report to the Chief Executive Officer and the Chief Executive Officer reports to the Board.
- 6.04 **President:** The President shall be responsible for the general supervision of the day-to-day business and affairs of the Corporation, in the absence of the Chief Executive Officer, or as the Chief Executive Officer may delegate from time to time. The President shall report to the Chief Executive Officer.
- 6.05 **General Manager:** The General Manager shall be responsible for the general supervision of the day-to-day business and affairs of the Corporation, in the absence of the **President**, or as the **President** may delegate from time to time. The General Manager shall report to the **President**.

- 6.06 **Treasurer/Chief Financial Officer:** The Treasurer/Chief Financial Officer shall keep, or cause to be kept, proper accounting records as required by the Act; he shall deposit, or cause to be deposited, all monies received by the Corporation in the Corporation's bank account; he shall, under the direction of the Board, supervise the safekeeping of securities and the disbursement of the funds of the Corporation; he shall render to the Board, whenever required, an account of all his transactions as Treasurer/Chief Financial Officer and of the financial position of the Corporation; and he shall perform such other duties as may from time to time be prescribed by the Board.
- 6.07 **Secretary:** The Secretary or his designate shall attend all meetings of the Directors, shareholders and committees of the Board and shall enter or cause to be entered in books kept for that purpose, minutes of all proceedings at such meetings; he shall give, or cause to be given, when instructed, notices required to be given to shareholders, Directors, the auditor and members of committees; he shall be the custodian of all books, papers, records, documents and other instruments belonging to the Corporation, save for the minute book which shall be maintained by the Solicitor; and he shall perform such other duties as may from time to time be prescribed by the Board.
- 6.08 **Corporation's Solicitor:** The Solicitor for the Corporation shall manage the legal affairs of the Corporation. The Solicitor shall be custodian of the stamp or mechanical device generally used for affixing the corporate seal of the Corporation. The Solicitor shall maintain the minute book of the Corporation and shall be responsible for any corporate filings required by the *Corporation Information Act*.
- 6.09 **Other Officers:** The duties of all other officers of the Corporation shall be such as the terms of their engagement call for or the Board requires of them. Any of the powers and duties of an officer to whom a designate has been appointed may be exercised and performed by such designate, unless the Board otherwise directs.
- 6.10 **Conflict of Interest:** An officer shall be bound by the conflict of interest provisions in Sections 4.13 and 4.14

7. **PROTECTION OF OFFICERS AND DIRECTORS**

- 7.01 Except as otherwise specifically provided in the Act, no Director or officer of the Corporation shall be liable for the acts, receipts, neglects or defaults of any other Director or officer or employee, or for joining in any receipt or other act for conformity, or for any loss, damage or expense happening to the Corporation through the insufficiency or deficiency of title to any

property acquired by order of the Board for or on behalf of the Corporation or for the insufficiency or deficiency of any security in or upon which any of the monies of the Corporation shall be invested or for any loss or damage arising from the bankruptcy, insolvency or tortious act of any person with whom any monies, securities or effects of the Corporation shall be deposited, or for any loss, conversion, misapplication or misappropriation of or damage resulting from any dealings with any monies, securities or other assets belonging to the Corporation or for any loss occasioned by any error of judgment or oversight on his or her part or for any other loss, damage or misfortune whatever which may happen in the execution of the duties of his or her office or in relation thereto, unless the same shall happen by failure to exercise the powers and to discharge the duties of his or her office honestly and in good faith with a view to the best interests of the Corporation and in connection therewith to exercise that degree of care, diligence and skill that a reasonably prudent person would exercise in comparable circumstances.

Subject to the foregoing, the Directors may rely upon the accuracy of any statement or report prepared by the Corporation's auditors or accountants and shall not be responsible or held liable for any loss or damage resulting from the payment of any dividends or otherwise acting upon such statement or report.

The Board is hereby authorized to cause the Corporation to give indemnities to any Director or other person who has undertaken or is about to undertake any liability on behalf of the Corporation and to secure such Director or other person against loss by mortgage and charge upon the whole or any part of the real and personal property of the Corporation by way of security. Any action from time to time taken by the Board under this paragraph shall not require approval or confirmation by the shareholders.

7.02 Indemnity. Subject to the limitations contained in the Act, the Corporation shall indemnify each past, present and future Director and officer of the Corporation, and each individual who is now or may hereafter be, acting or have heretofore acted, at the Corporation's request, as a Director or officer or in a similar capacity of another entity and his or her heirs and legal representatives (each an "**Indemnified Person**"), against all costs, charges and expenses, including any amount paid to settle an action or satisfy a judgment, reasonably incurred by him or her in respect of any civil, criminal, administrative, investigative or other proceeding in which he or she is involved because of that association with the Corporation or entity, if:

(a) the Indemnified Person acted honestly and in good faith with a view to the best interests of the Corporation or, as the case may be, to the best interests of the other entity for which the

Indemnified Person acted as a Director or officer or in a similar capacity at the Corporation's request; and

(b) in the case of a criminal or administrative action or proceeding that is enforced by a monetary penalty, the Indemnified Person had reasonable grounds for believing that his or her conduct was lawful.

Subject to the limitations contained in the Act, if any, the Corporation may advance money to each Indemnified Person for the costs, charges and expenses of a proceeding referred to above, provided that the Indemnified Person shall repay the money if he or she did not fulfill the conditions in paragraph (a) above.

7.03 Additional Circumstances. The Corporation shall also indemnify Indemnified Persons in such other circumstances as the Act or law permits or requires. Nothing in this bylaw shall limit the right of any person entitled to indemnity to claim indemnity apart from the provisions of this bylaw.

7.04 Insurance. Subject to the limitations contained in the Act, the Corporation may purchase and maintain such insurance for the benefit of each Indemnified Person against any liability incurred by the Indemnified Person in his or her capacity as a Director or officer of the Corporation, or in his or her capacity as a Director or officer, or a similar capacity, of any other entity, if he or she acts or acted in that capacity at the Corporation's request, as the Board may determine.

8. MEETINGS OF SHAREHOLDERS

8.01 Annual Meetings: Subject to the articles and any unanimous shareholder direction, the annual meeting of the shareholders shall be held at any place within York Region on such day and at such time as the Board may determine, for the purpose of hearing and receiving the reports and statements required by the Act to be read to and laid before shareholders at an annual meeting, electing Directors, appointing the auditor and fixing or authorizing the Board to fix the auditor's remuneration, and for the transaction of such other business as may properly be brought before the meeting.

8.02 Special Meetings: The Board may at any time call a special meeting of shareholders for the transaction of any business which may properly be brought before such meeting of shareholders.

- 8.03 **Place of Meeting:** Meetings of shareholders shall be held at the registered office of the Corporation, or at such other place as the Board from time to time determines.
- 8.04 **Notice of Meetings:** Notice of the time and place of each meeting of shareholders shall be sent not less than ten (10) days before the date of the meeting to the auditor of the Corporation, to each Director, and to each person whose name appears on the records of the Corporation at the close of business on the day next preceding the giving of the notice as a shareholder entitled to vote at the meeting. Notice of a special meeting of shareholders shall state:
- (a) the nature of the business to be transacted at the meeting in sufficient detail to permit the shareholders to form a reasoned judgment on the business; and
 - (b) the text of any special resolution or bylaw to be submitted to the meeting.

A shareholder and any other person entitled to attend a meeting of shareholders may in any manner and at any time waive notice of or otherwise consent to a meeting of shareholders.

- 8.05 **Persons Entitled To Be Present:** The only persons entitled to attend a meeting of shareholders shall be those entitled to vote at the meeting, the Directors and the auditor of the Corporation and any others who although not entitled to vote are entitled or required under any provision of the Act or bylaws of the Corporation to be present at the meeting. Any other persons may be admitted only on the invitation of the chair of the meeting or with the consent of the meeting.
- 8.06 **Quorum:** The holders of a majority of the shares entitled to vote at a meeting of shareholders present in person constitute a quorum for the transaction of business at any meeting of shareholders.
- 8.07 **One-Shareholder Meeting:** If the Corporation has only one shareholder, the shareholder present through a person duly authorized to represent the shareholder constitutes a meeting, or, where the one shareholder is the Region, a person duly authorized to represent the shareholder constitutes a meeting, or, alternatively, a quorum of Regional Council constitutes a meeting.
- 8.08 **Right to Vote:** At any meeting of shareholders, unless the Articles otherwise provide, each share of the Corporation entitles the holder to one vote.

- 8.09 **Votes to Govern:** All motions proposed for the consideration of the shareholders at a meeting shall be decided by a majority of the votes. In the case of an equality of votes, the motion shall be deemed to have been decided in the negative.
- 8.10 **Show of Hands:** At all meetings of shareholders every question shall be decided by a show of hands. Upon a show of hands, every person present and entitled to vote has one vote regardless of the number of shares he represents. Whenever a vote by show of hands shall have been taken upon a question, a declaration by the chair that the vote upon the question has been carried by a particular majority, or not carried, and an entry to that effect in the minutes of the meeting, shall be *prima facie* evidence of the fact.
- 8.11 **Procedure:** At all meetings of shareholders, any questions concerning procedures shall be settled by reference to the Regional Procedural Bylaw and/or Robert's Rules of Order. Provided that notwithstanding the immediately preceding sentence, meetings of the shareholder shall be able to be held in camera and in private except to the extent prohibited by law.
- 8.12 **Adjournment:** The chair of a meeting of shareholders may, with the consent of the meeting and subject to such conditions as the meeting may decide, adjourn the meeting from time to time and from place to place.
- 8.13 **Resolution in Lieu of Meeting:** Except where a written statement with respect to the subject matter of the resolution is submitted by a Director or the auditor in accordance with the Act,
- (a) a resolution in writing signed by all the shareholders entitled to vote on that resolution at a meeting of shareholders is as valid as if it had been passed at a meeting of the shareholders; and
 - (b) a resolution in writing dealing with any matter required by the Act to be dealt with at a meeting of shareholders, and signed by all the shareholders entitled to vote at that meeting, satisfies all the requirements of the Act relating to that meeting of shareholders.

Where there is only one shareholder of the Corporation, and the shareholder has authorized a person to sign on its behalf any such resolution, such resolution is valid and satisfies all of the requirements of the Act relating to that meeting of the shareholder.

9. SHARES AND TRANSFERS

- 9.01 **First Share Issuance:** The Corporation is deemed upon incorporation to have issued one hundred (100) shares in its capital stock of the Corporation to the Region for nominal consideration.
- 9.02 **Restriction on Securities:** Any invitation to the public to subscribe for securities of the Corporation is prohibited.
- 9.03 **Share Certificates:** Every holder of one or more shares of the Corporation is entitled, at his option, to a share certificate, or to a non-transferable written acknowledgement of his right to obtain a share certificate, stating the number and class or a series of shares held by him as shown in the records of the Corporation. Share certificates and acknowledgements of a shareholder's right to a share certificate shall be in such form as the Board shall from time to time approve. Any share certificate shall be signed in accordance with Section 11.01 and need not be under the corporate seal.

10. EXECUTION OF DOCUMENTS

- 10.01 **Signing Officers:** Deeds, transfers, assignments, contracts and obligations of the Corporation may be signed by the Chief Executive Officer or any other person designated by the Directors. Notwithstanding this, the Board may at any time and from time to time direct the manner in which and the person or persons by whom any particular deed, transfer, contract or obligation or any class of deeds, transfers, contracts or obligations may be signed.
- 10.02 **Seal:** Any person authorized to sign any document may affix the Corporation's corporate seal.
- 10.03 **Bylaws:** Either of the Chief Executive Officer or the Chair of the Board together with the Secretary shall sign bylaws of the Corporation.

11. NOTICES

- 11.01 **Giving Notice:** The giving (including the sending, delivering or serving) of any notice (including any communication or other document) pursuant to the Act, the Articles or bylaws shall be sufficiently given if delivered personally, by facsimile, **or by electronic means** to the intended recipient or to the intended recipient's recorded address, or if mailed by prepaid post.

- 11.02 **Deemed Notice:** A notice is deemed to have been received in the case of personal delivery, at the time of such delivery, by facsimile, at the time of such transmission, or by electronic means, at the time of sending. A mailed notice is deemed to have been received, in the absence of a postal disruption, five (5) days after the mailing.
- 11.03 **Omissions and Errors:** The accidental omission to give any notice, or the non-receipt of any notice, or any error in any notice not affecting its substance, shall not invalidate any action taken at any meeting held pursuant to such notice or otherwise founded on the notice.
- 11.04 **Waiver of Notice:** Any person entitled to a notice may at any time in writing waive same or abridge the time for its delivery, and any such waiver, whether given before or after the conduct of the business to which the notice relates shall cure any default in the giving or timeliness of such notice.

12. BANKING AND FISCAL

- 12.01 **Banking:** The banking business of the Corporation shall be transacted with such banks, trust companies or other bodies corporate or organizations as may from time to time be designated by or under the authority of the Board under such agreements, instructions, and delegation of powers, subject to Section 11.01, as the Board may from time to time authorize.
- 12.02 **Signing of Cheques:** All cheques and other negotiable instruments for the payment of money shall be signed by one of the Chair, Vice-Chair or General Manager, together with the Chief Financial Officer. Notwithstanding the previous sentence, the Board may at any time and from time to time, direct the manner in which the officers or persons by whom any particular cheque or other negotiable instrument may be signed.
- 12.03 **Financial Year:** The financial year of the Corporation shall terminate on the 31st day of December in each year.

13. BOOKS AND RECORDS

13.01 **Books and Records:** The Directors shall ensure that all necessary books and records of the Corporation required by the bylaws of the Corporation or by the HSA or any other applicable statute or law are regularly and properly kept.

14. PARAMOUNTCY OF SHAREHOLDER DIRECTION

14.01 Notwithstanding any of the provisions of the bylaws of the Corporation and subject to the Act, the bylaws of the Corporation are subject in their entirety to the provisions of any shareholder direction. In the event of a conflict between a provision of a shareholder direction and a provision of the bylaws of the Corporation, the provision of the shareholder direction shall govern.

15. REPEAL AND AMENDMENT

15.01 **Repeal and Amendment:** The Board may repeal or amend all or any part of this bylaw in accordance with section 116 of the Act.

15.02 **Repeal of Previous Bylaws:** Bylaw No. 1-07 enacted September 12, 2007, and Bylaw No. 5-14 on June 26, 2014 are hereby repealed.

The undersigned, being all of the Directors of the Corporation, by their signatures below resolve pursuant to S. 129 (1) of the Ontario *Business Corporations Act*, that the foregoing bylaw shall be, and it is hereby made a bylaw of the Corporation.

DATED the 7th day of June, 2018

Wayne Emmerson

Jack Heath

Gino Rosati

Nirmala Armstrong

Geoffrey Dawe

Virginia Hackson

Brenda Hogg

Margaret Quirk

Sunder Singh

Vito Spatafora

John Taylor

The undersigned, being the sole shareholder of the Corporation entitled to vote in respect of the foregoing bylaw, by signature below of the authorized signatory, resolves pursuant to S. 104 (1) (a) and (b) of the *Business Corporations Act* (Ontario) that the foregoing bylaw shall be and it is hereby confirmed as a bylaw of the Corporation.

DATED the 28th day of June 2018.

THE REGIONAL MUNICIPALITY OF YORK

Per: _____
Wayne Emmerson,
Chief Executive Officer

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HOUSING YORK INC.

BYLAW NO. XXXX

A bylaw to amend Bylaw No. 4-14, being a bylaw governing the execution of documents on behalf of Housing York Inc. (the “**Corporation**”)

BE IT ENACTED as a bylaw of the Corporation as follows:

1. Bylaw No. 4-14 is amended by deleting Subsection 3.1 from Schedule “A” and replacing it with the following:

Agreements for the acquisition or disposal of land, including the conveyance of rights and easements required to service the Corporation’s lands and facilities, provided that the consideration paid by or to the Corporation does not exceed \$500,000.

The undersigned, being all of the Directors of the Corporation, by their signatures below resolve pursuant to S. 129 (1) of the *Ontario Business Corporations Act*, that the foregoing bylaw shall be, and it is hereby made a bylaw of the Corporation.

DATED the 7th day of June, 2018

Wayne Emmerson

Jack Heath

Gino Rosati

Nirmala Armstrong

Geoffrey Dawe

Virginia Hackson

Brenda Hogg

Margaret Quirk

Sunder Singh

Vito Spatafora

John Taylor

The undersigned, being the sole shareholder of the Corporation entitled to vote in respect of the foregoing bylaw, by signature below of the authorized signatory, resolves pursuant to S. 104 (1) (a) and (b) of the *Ontario Business Corporations Act* that the foregoing bylaw shall be and it is hereby confirmed as a bylaw of the Corporation.

DATED the 28th day of June 2018.

THE REGIONAL MUNICIPALITY OF YORK

Per: _____
Wayne Emmerson,
Chief Executive Officer

Amendments to the Shareholder Direction
General Bylaw, and Bylaw to Amend the Execution of
Documents Bylaw

| Shareholder Direction | Description of Changes |
|--------------------------|---|
| Section 1.1.1 | Definitions have been updated: <ul style="list-style-type: none"> - for consistency with the York Telecom Network Shareholder Direction, and - to distinguish between the Region's roles as Shareholder and Service Manager |
| Sections 1.1 through 1.4 | Clauses added to clarify interpretation of the Direction, consistent with the York Telecom Network Shareholder Direction |
| Section 2.1 | Added to clarify Housing York as a Local Housing Corporation under the <i>Housing Services Act, 2011</i> (HSA) and the corresponding relationship with the Region as Service Manager under the HSA. |
| Section 3.2.1 | Language expanded to reflect Housing York's ownership of emergency and transitional housing facilities, and operation of ancillary space |
| Section 3.2.3 | Added to note that as an <i>Ontario Business Corporations Act</i> (OBCA) company, Housing York has the ability to implement agile business processes |
| Section 4.1.1 (g) | Added to permit Housing York to conduct business activities beyond those specific to affordable rental, emergency or transitional housing, in support of Regional objectives |
| Section 5 | Added to define Housing York's relationships with the Region |
| Section 6.1.1 (e) | Added for consistency with the York Telecom Network Shareholder Direction, authorizing the Board to establish procurement policies that ensure good value while providing sufficient business flexibility |
| Section 6.2.1 | Clarifies that the Region has sole authority to amend the composition of the Board |
| Section 6.3.1 | Added to incorporate OBCA qualification requirements for Directors |
| Section 6.6.1 | Added to align with the provisions of the 2nd Property Management Services Agreement |
| Sections 6.10 and 6.11 | Added for consistency of practice with the York Telecom Network |

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| Section 7.3.1 (a) (b) (d) (e) (k) | Added to comply with the requirements for Local Housing Corporations under the HSA |
| Section 7.3.1 (f) | Increased from \$10,000 to \$500,000 to align with authorities delegated to the Chief Administrative Officer under the proposed amendments to the Region's Corporate Land Acquisition Policy and the recent amendments to the Region's Sale and Other Disposition of Regional Lands Policy |
| Section 9.5.1 | Updated to reflect the timelines required to prepare and submit the audited financial statements |
| Section 9.6 | Added to note the OBCA requirement to hold an annual general meeting |

| General Bylaw | Description of Changes |
|-----------------------|--|
| Section 1.01 | Definitions have been updated (a) for consistency with the York Telecom Network General Bylaw, (b) to align with legislative changes; and (c) to distinguish between the Region's roles as Shareholder and Service Manager |
| Sections 1.05 | Section added to clarify interpretation of the General Bylaw |
| Section 3.02 | Section revised to align with York Telecom Network's General Bylaw |
| Section 3.06 | Section revised to align with York Telecom Network's General Bylaw |
| Section 4.01 | Section revised to add electronic means and to align with York Telecom Network's General Bylaw |
| Section 4.08 | Section revised to align with the Region's Procedural Bylaw, as amended, and York Telecom Network's General Bylaw |
| Section 4.11 and 4.12 | Section 4.11 deleted and Section 4.12 revised to align with York Telecom Network's General Bylaw and to remove the restrictions on <i>in camera</i> meetings |
| Section 4.13 | Section pertaining to repealed legislative requirements deleted |
| Section 6.01 | The President and the Chief Financial Officer/Treasurer were added to consolidate amendments made to the original Bylaw 1-07 in Bylaw 5-14, and to clarify the roles and responsibilities of HYI's Officers |
| Section 7 | Section revised to align with York Telecom Network's General Bylaw |
| Section 8.01 | Section revised to align with York Telecom Network's General Bylaw |

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| Sections 8.09 | Section revised to align with the Region's Procedural Bylaw, as amended, and York Telecom Network's General Bylaw |
| Section 11.01 – 11.02 | Sections revised to provide for notice by electronic means |
| Section 14 | Section revised to provide for the paramountcy of the Shareholder Direction over the General Bylaw |
| Section 15.02 | Section added to repeal previous Bylaws 1-07 and 5-14 |

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| Bylaw to Amend the Execution of Documents Bylaw | Description of Changes |
| Schedule A, Subsection 3.1 | Updated to reflect Housing York's amended authority to sell or acquire any real property assets; increasing from \$10,000 to \$500,000 |

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