

Clause No. 8 in Report No. 11 of the Committee of the Whole was adopted, without amendment, by the Council of The Regional Municipality of York at its meeting held on June 26, 2014.

8
HOUSING YORK INC. GOVERNANCE UPDATE

Committee of the Whole recommends adoption of the following recommendations contained in the report dated May 29, 2014, 2014 from the Commissioner of Community and Health Services:

1. RECOMMENDATIONS

It is recommended that:

1. Council, in its capacity as the sole Shareholder of Housing York Inc.:
 - (i) approve a new Shareholder Direction, (*Attachment 1*) including the appended Management Services Agreement for Housing York Inc.;
 - (ii) pass a new Execution of Documents Bylaw for Housing York Inc. (*Attachment 2*);
and
 - (iii) pass a bylaw to amend Bylaw No. 1-07 (*Attachment 3*).
2. The Regional Chairman and Chief Executive Officer be authorized to execute the Shareholder Direction and Housing York Inc. bylaws on behalf of the Shareholder.

2. PURPOSE

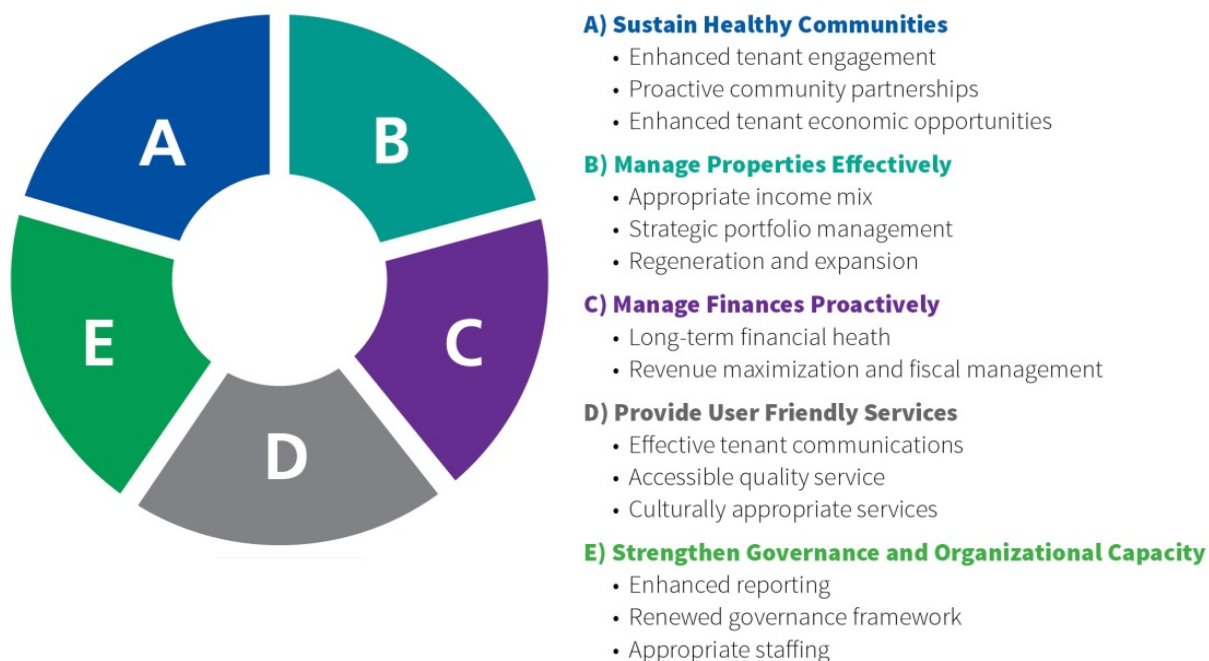
This report provides an overview of the updated governance documents prepared to complete the “Renewed Governance Framework” objective in the Housing York Inc. Strategic Plan 2012-2016.

3. BACKGROUND

Renewing the Governance Framework is an objective in the Housing York Inc. Strategic Plan

In October 2012, the Board of Directors approved the Housing York Inc. Strategic Plan 2012 – 2016 (the Strategic Plan). The Strategic Plan established five strategic directions, each with a set of objectives to guide the housing corporation over the next five years. Figure 1 provides an overview of the goals and objectives outlined in the Strategic Plan.

Figure 1 – Housing York Inc. Strategic Plan 2012 – 2016



The fifth goal in the Strategic Plan is to strengthen the housing corporation's governance and organizational capacity.

Housing York Inc. is currently governed by its Articles of Arrangement, bylaws and a property management services agreement with the Region

When housing was devolved from the Province to the Region, the Region became the sole shareholder of the York Regional Housing Corporation (YRHC), which owned the 17 public housing properties located in York Region. The Region was already the sole shareholder of the Region of York Housing Corporation (RYHC), which owned nine non-profit program housing properties.

Operational responsibility for both housing companies was consolidated within the Region's Community Services and Housing Department and a property management services agreement was established to reflect the transactional relationship between the Region and its housing companies. Under that agreement, Regional staff provides all management services and the housing companies reimbursed the Region for all related costs.

Effective January 1, 2003, through Articles of Arrangement, YRHC and RYHC were amalgamated to form Housing York Inc. A January 2003 Board report designated the officers of the Corporation. Since amalgamation, Housing York Inc.'s Board of Directors has approved three bylaws:

1. Bylaw No. 1-07: "a bylaw relating generally to the conduct of the business and affairs of Housing York Inc."
2. Bylaw No. 2-07: "a bylaw respecting the borrowing of money, the issuing of debt obligations and the securing of liabilities by Housing York Inc."
3. Bylaw No. 3-10: "a bylaw to provide for the procurement of goods and services."

The Strategic Plan consultation process identified the need to further clarify the relationship between the Region and Housing York Inc.

The Region has multiple roles in relation to Housing York Inc. The Region is:

- The funder and administrator of housing programs subject to the *Housing Services Act, 2011*
- The administrator for federal/provincial new affordable housing programs, and a developer of housing under these programs
- The sole shareholder of Housing York Inc.
- The employer of all corporate officers and staff supporting the operations of the housing company

Housing York Inc. is a housing provider which owns and operates buildings funded under *Housing Services Act, 2011* and new affordable housing program buildings.

As part of the Strategic Plan development process, focus groups were conducted with internal partners such as Risk, Treasury and Legal Services. Although the governance practices for Housing York Inc. have evolved over time, these practices are not currently documented, making it difficult or in some cases, slowing down the related processes for decision making.

With respect to new housing development, for example, the Region approves tax levy investment through the capital budget process, enters into federal/provincial funding administration agreements where applicable and manages the development of the new building. Housing York Inc., as the housing provider, receives the building, enters into any long-term agreements required by the federal/provincial funding programs, and ensures that the building operates in accordance with program rules.

4. ANALYSIS AND OPTIONS

A REFRESHED GOVERNANCE FRAMEWORK INCLUDES A NEW SHAREHOLDER DIRECTION, AN UPDATED MANAGEMENT SERVICES AGREEMENT AND CHANGES TO OPERATIONAL BY-LAWS

A Shareholder Direction articulates the relationship between the Region and its housing company

Shareholder directions are becoming increasingly common in the social housing sector. Service managers with very large housing companies such as the City of Toronto and the City of Ottawa have long had Shareholder directions in place. In recent years, a number of other municipalities have also implemented Shareholder directions.

The Shareholder Direction proposed for Housing York Inc. documents the current relationship with the Region and related decision making practices. Table 1 provides a summary of the roles and responsibilities as articulated in the Shareholder Direction.

Table 1
 Summary of Shareholder Direction

Region as Shareholder will:	Board of Directors will:
<ul style="list-style-type: none"> • Appoint the Board and officers of Housing York Inc. and hire staff as needed • Develop new housing projects, and acquire or direct the acquisition of land and housing assets • Secure and direct new debt financing • Direct the asset management strategy for the housing portfolio • Provide Housing York Inc. with funding to fulfill its obligations through the Region’s budgeting process • Establish a management services agreement 	<ul style="list-style-type: none"> • Direct the operations of the housing corporation • Approve operational polices consistent with the Shareholder Direction • Pass, amend or repeal by-laws subject to Shareholder Direction • Purchase and sell land subject to shareholder approval • Oversee compliance with applicable legislation, program requirements, and related agreements through review of internal and external financial and audit reports, risk management and property management reports • Renew existing social housing mortgages in accordance with provincial program requirements • Secure new debt at the Shareholder’s direction • Implement the asset management strategy • Approve business plans and budgets and submit funding request for consideration in the Regional budget process • Enter into the management services agreement established by the Shareholder

The schedules to the Shareholder direction include an updated Management Services Agreement, and an updated designation of officers

The original Management Services Agreement was between the Region and the two predecessor housing companies. The new Management Services Agreement, now Schedule A to the Shareholder Direction, has been updated with Housing York Inc. as the housing company. It also reflects minor administrative updates and the new housing legislation. There are no substantive changes to the agreement.

In the past, the officers of Housing York Inc. and their signing authorities were periodically designated through Board reports. For ease of reference, the list of officers of the corporation (see Table 2 below) is provided in Schedule B of the Shareholder Direction. The designation of Regional staff assigned to officer positions has been updated to align with current operational practices.

Table 2
Proposed Corporate Officer Positions

Regional Appointees to Housing York Inc. Officer Positions	
Regional Chairman and CEO	Chief Executive Officer, Housing York Inc.
Commissioner, Community & Health Services	President, Housing York Inc.
General Manager, Housing & Long-Term Care	General Manager, Housing York Inc.
Director, Program Finance and Chief Financial Officer for Housing York Inc.	Chief Financial Officer, Housing York Inc.
Regional Clerk	Secretary, Housing York Inc.
Regional Solicitor	Solicitor, Housing York Inc.

It is important to note the proposed changes to the corporate officer positions will have no impact on the existing Board of Directors. The appointment, size and scope of the Board will remain the same.

Housing York Inc.'s existing by-laws address organizational requirements, borrowing authority and purchasing. A new execution of documents bylaw, modeled on the Region's bylaw, delegating authority to execute documents to specific officers of Housing York Inc. is proposed. Bylaw No. 5 is also proposed in order to create the new position of President.

Link to key Council-approved plans

With adoption of the Shareholder Direction, the fifth goal in the Strategic Plan; “to strengthen the housing corporation’s governance and organizational capacity” will be complete. Documenting the relationship between the Region and Housing York Inc. increases transparency in support of the Vision 2051 Goal of Open and Responsive Governance and the Corporate Strategic Plan Principle of Good Government.

5. FINANCIAL IMPLICATIONS

Implementation of a Shareholder Direction does not impact the Regional budget or Housing York Inc.’s budget.

6. LOCAL MUNICIPAL IMPACT

Housing York Inc. operates housing communities in all nine local municipalities. With completion of the Strategic Plan initiative to strengthen the housing corporation’s governance and organizational capacity, Housing York Inc. is well positioned to continue to provide homes for more than 4,000 York Region residents.

7. CONCLUSION

Developing a Shareholder Direction and updating the Management Services Agreement and organizational by-laws, documents and formalizes current governance practices, reflects new legislation and current business functions, and ensure alignment of Housing York Inc. policies and by-laws with Regional policies and by-laws.

For more information on this report, please contact Sylvia Patterson, General Manager, Housing and Long-Term Care at Ext. 72091.

The Senior Management Group has reviewed this report.

Attachments (3)

SHAREHOLDER DIRECTION

THE REGIONAL MUNICIPALITY OF YORK

TO

HOUSING YORK INC.

June 26, 2014

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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:

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

"**Auditor**" means the auditor appointed by the Region to audit the Region's financial statements which auditor shall also audit HYI's financial statements.

"**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, multiyear targets and financial plans prepared in a manner that aligns with Regional business plans and budget processes.

"**Chair**" means the director of Housing York Inc. appointed as Chair of the Board from time to time.

"**Council**" means the Council of The Regional Municipality of York.

"**Declaration**" means a shareholder declaration made pursuant to subsection 108(3) of the OBCA.

"**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.

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

“HYI” means Housing York Inc.

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

“Officer” means each of a Chief Executive Officer, President, a General Manager, a Secretary, a Chief Financial Officer, a Solicitor and such other officers as the Shareholder may determine in any subsequent Declaration.

“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 housing program.

“Shareholder” means the Region.

2. INTRODUCTION

2.1 Region as HYI Shareholder

2.1.1 The Region is the sole 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 accountability of HYI to the Shareholder, 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 and related programs on behalf of the Shareholder. The rents and other revenues generated through these housing 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.

4. BUSINESS OF HYI

4.1 Business of HYI

- 4.1.1 Subject to the ongoing ability of HYI to meet the financial objectives as 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 and transitional housing 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; and
 - (f) borrow funds to meet long and short term requirements, subject to the conditions outlined in Section 6.3.

5. OPERATION AND CONTROL

5.1 Board Responsibilities

- 5.1.1 Subject to any matters requiring approval of the Shareholder pursuant to this Direction, the Board will supervise the management of the business and affairs of HYI, including the following specific matters:
 - (a) establishing annual and long-range strategies and plans consistent with the 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; and

(d) entering into the Management Services Agreement with the Shareholder attached as Schedule A with effect as of the date hereof.

5.1.2 The Commissioner of Community and Health Services for the Shareholder and the President of HYI are authorized and directed to execute the Management Services Agreement.

5.2 Composition of the Board

5.2.1 The Board will be composed of 7 Shareholder appointees selected from members of Council, one of whom shall be the Regional Chairman & CEO.

5.3 Vacancies

5.3.1 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.

5.4 Term

5.4.1 The term of the Board will start on the date of appointment by the Shareholder until a successor is appointed.

5.5 Officers

5.5.1 The officers of the Shareholder identified in Schedule B shall serve as officers of HYI until removed or replaced by a further Declaration of the Shareholder.

5.6 Conflict of Interest Policy

5.6.1 The directors and officers of HYI will strictly abide by the 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.

5.7 Confidentiality

5.7.1 The directors and officers of both HYI and the Shareholder will ensure that no confidential information of HYI is disclosed or otherwise made available to any person, except to the extent that:

- (a) disclosure to the Shareholder's or HYI's employees or agents is necessary for the performance of any of their duties and obligations under this Direction and the Management Services Agreement;
- (b) disclosure is required in the course of judicial proceedings or pursuant to law; or the confidential information becomes part of the public domain (other than through unauthorized disclosure by any party), and
- (c) they will abide by all terms of the *Municipal Freedom of Information and Protection of Privacy Act* and the *Personal Health Information Protection Act, 2004*.

5.8 Removal of Directors

5.8.1 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;
- (b) conflict of interest that cannot be resolved in any other manner satisfactory to the Shareholder; and
- (c) ceasing to serve as a member of Regional Council.

6. SHAREHOLDER MATTERS

6.1 Decisions of the Shareholder

6.1.1 The following will apply to any approvals or decisions that 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.

6.2 Matters Requiring Shareholder Approval under the OBCA

6.2.1 In accordance with the provisions of the OBCA and the HSA, 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) change 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 the HSA.

6.3 Other Matters Requiring Shareholder Approval

6.3.1 Without the approval of the Shareholder, HYI will not:

- (a) create any additional indebtedness;
- (b) sell or acquire any real property assets having a value greater than \$10,000.00;
- (c) give a guarantee;

- (d) proceed with redevelopment projects, or material changes in the number or distribution of rent-geared-to-income units, including changes to targeting plans;
- (e) add, remove or replace any Officer of HYI;
- (f) terminate the Management Services Agreement;
- (g) pass, repeal or amend any bylaws.

7. GOVERNING DIRECTIONS

7.1 Member of the Social Housing Sector

- 7.1.1 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, the efficient use of resources and effective operations and programs.

8. ACCOUNTABILITY

8.1 Reporting

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

8.2 Access to Records

- 8.2.1 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.

8.3 Audit

- 8.3.1 The Auditor is the Region's auditor and shall be appointed by the Board in accordance with the OBCA. HYI will determine the remuneration for the Auditor. The annual consolidated and unconsolidated financial statements of HYI will be audited by the Auditor.

8.4 Accounting

- 8.4.1 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.

8.5 Annual Financial Statements

- 8.5.1 The Board will deliver, as soon as practicable after the end of each fiscal year and in any event within the time required by the Shareholder, the audited consolidated Financial Statements of HYI prepared in accordance with applicable requirements for consideration by the Shareholder.

9. FINANCIAL PERFORMANCE

9.1 Financial Performance

9.1.1 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.

10. AMENDMENTS

10.1 Amendments

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

DATED at Newmarket as of June 26, 2014

THE REGIONAL MUNICIPALITY OF YORK

Bill Fisch
Regional Chairman & CEO

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-gear-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
)

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.

) **HOUSING YORK INC.**
)
)
)
)

) _____
) Name: Adelina Urbanski
) Title: President

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 and Long Term Care
Regional Clerk
Director Program Finance and Chief Financial Officer HYI
Regional Solicitor

HYI Officer

Chief Executive Officer
President
General Manager
Secretary
Chief Financial Officer
Solicitor

HOUSING YORK INC.

BYLAW NO. 4-14

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. DEFINITIONS

1.1 In this bylaw:

"**Board**" means the board of directors of the Corporation;

"**Chief Executive Officer**" means the Chief Executive Officer of the Corporation and is the Regional Chairman & CEO of the Shareholder;

"**Chief Financial Officer HYI**" means any officer or employee of the Shareholder who is designated as Chief Financial Officer for the Corporation by the President;

"**Corporation**" means Housing York Inc.;

"**Director Housing Operations**" means any officer or employee of the Shareholder who is designated as Director Housing Operations by the President;

"**Document**" means any written instrument in paper or electronic form which, when duly executed, will have or is intended to have the effect of binding the Corporation but does not include any cheques, bank drafts, debentures or other financial instruments;

"**General Manager**" means any officer or employee of the Shareholder who is designated by the Shareholder as the General Manager of the Corporation;

"**Manager Housing Operations**" means any employee of the Shareholder who is designated as Manager Housing Operations by the President;

"**President**" means any officer or employee of the Shareholder who is designated by the Shareholder as the President of the Corporation;

"**Regional Treasurer**" means the Regional Treasurer of the Shareholder or his/her delegate;

"**Secretary**" means the Secretary of the Corporation and is the Regional Clerk of the Shareholder or his/her delegate;

"**Shareholder**" means The Regional Municipality of York;

"**Shareholder Direction**" means a written declaration made pursuant to Section 108(3) of the *Business Corporations Act* (Ontario); and

"**signing officer**" means a person appointed pursuant to this bylaw to execute any Document on behalf of the Corporation.

"**Solicitor**" means the Solicitor for the Corporation and is the Regional Solicitor of the Shareholder or his/her delegate.

2. APPOINTMENT OF SIGNING OFFICERS

- 2.1 The Chief Executive Officer and Secretary are hereby appointed signing officers of the Corporation and may jointly execute any document on behalf of the Corporation.
- 2.2 The President is hereby appointed a signing officer in respect of any document listed in Column 1 of Schedule A to this bylaw save and except for the documents referenced in Sections 6 and 7 of Column 1.
- 2.3 Any document listed in Column 1 of Schedule A to this bylaw may be executed by the person holding the position set out opposite such document in Column 2 of Schedule A, and that person is hereby appointed a signing officer for such purpose.
- 2.4 Where any person is authorized to execute any document pursuant to this bylaw, such person may appoint a designate to execute such document on his or her behalf.
- 2.5 The appointment of a designate by the General Manager, the Chief Financial Officer HYI, the Director Housing Operations or the Manager of Operations shall be subject to the approval of the President.

3. SCOPE OF AUTHORITY

- 3.1 Despite any provision of this bylaw, a signing officer shall not execute any document unless the transaction or activity to which the document relates has been approved by the Board. For greater certainty, a transaction or activity shall be deemed to be approved by the Board where such transaction or activity:
 - a) is included in the annual budget adopted by the Board;
 - b) is included in a program, project or activity which has been approved by the Board;
 - c) is authorized pursuant to the terms of a Shareholder Direction; or
 - d) is reasonably incidental to the authority given to the President to carry out the President's duties and responsibilities on behalf of the Corporation.
- 3.2 No provision of this bylaw shall be construed as waiving any provision of Bylaw No. 3-10 (the "**Purchasing Bylaw**"), as amended from time to time, and the said bylaw shall continue to apply to the procurement of goods and services on behalf of the Corporation.
- 3.3 Where authority has been given by the Board or pursuant to the Purchasing Bylaw to any person to execute any document, such authority shall include the authority to execute all ancillary documents necessary to give effect to the document and shall include the authority to amend the original document, where such amendment does not impose any additional financial obligation upon the Corporation.
- 3.4 Where a signing officer is authorized to execute a document pursuant to this bylaw, such authority shall include the authority to execute any ancillary documents necessary

to give effect to the document and shall include the authority to amend the original document, where such amendment does not impose any additional financial obligation upon the Corporation.

- 3.5 The execution of any document pursuant to this bylaw shall be subject to compliance with any policies adopted by the Board from time to time with respect to the transaction or activity to which the document relates, and to any administrative procedures established by the President.

4. ADMINISTRATION

- 4.1 Each signing officer shall obtain the approval of the Solicitor or his or her designate prior to executing any document pursuant to this bylaw.
- 4.2 The General Manager shall maintain an original copy of each document executed pursuant to this bylaw and shall file such document with the Secretary.
- 4.3 At least one original of each executed document shall be retained by the Corporation.
- 4.4 All executed documents shall be delivered to the Secretary for safekeeping unless otherwise directed.

5. SCHEDULE

- 5.1 Schedule A attached shall form part of this bylaw.

6. REPEAL

- 6.1 The Report of the General Manager dated January 15, 2003, adopted by the Board on January 15, 2003 is hereby repealed.
- 6.2 The Report of the Treasurer and General Manager dated November 12, 2008, adopted by the Board on November 12, 2008 is hereby repealed.

The undersigned, pursuant to a Shareholder's Direction dated June 26, 2014 and being the sole shareholder of the Corporation entitled to vote in respect of the foregoing bylaw, by its signature below resolves pursuant to Section 104(1)(a) and (b) of the *Business Corporations Act* (Ontario) that the foregoing bylaw shall be and is hereby made a bylaw of the Corporation.

Dated June 26, 2014

THE REGIONAL MUNICIPALITY OF YORK

Bill Fisch
Regional Chairman & CEO

Schedule A

Column 1 DOCUMENT	Column 2 SIGNING OFFICER
<p>1. Funding Agreements</p> <p>1.1 applications for funding or subsidy</p> <p>1.2 agreements with Federal, Provincial or Municipal governments or agencies or any other entity for the provision of funding to the Corporation</p> <p>1.3 documents required in support of funding applications or as a condition of receipt of funds, including reporting requirements</p>	General Manager
<p>2. Facilities</p> <p>2.1 agreements (non-residential) for rental or occupancy of the Corporation's facilities</p>	General Manager or Director Housing Operations
<p>2.2 residential tenancy agreements, renewals and/or amendments</p>	Manager Housing Operations or General Manager
<p>2.3 agreements respecting utilities, telecommunications and other services to the Corporation's lands and facilities</p>	General Manager
<p>2.4 agreements permitting temporary occupancy of the Corporation's lands and facilities by third parties</p>	General Manager or Director Housing Operations
<p>3. Real Estate Matters</p> <p>3.1 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 the Corporation does not exceed \$10,000.</p> <p>3.2 agreements permitting the Corporation access to or encroachment on lands for corporate purposes</p> <p>3.3 agreements permitting access to or encroachment on, the Corporation's lands by third parties</p> <p>3.4 documents required for the completion of any real estate transaction, including transfers, charges, easements, undertakings, certificates, acknowledgments, declarations, indemnities and releases</p> <p>3.5 agreements respecting conditions, covenants or indemnities in favour of the Corporation</p>	President

Column 1 DOCUMENT	Column 2 SIGNING OFFICER
<p>3.6 where the Corporation is a tenant, tenant acknowledgements in respect of any lease</p> <p>3.7 where the Corporation is a landlord, notices issued pursuant to the lease</p>	General Manager
<p>4. Administration</p> <p>4.1 agreements with Federal or Provincial governments, municipalities and agencies for corporate undertakings, program delivery and administration</p> <p>4.2 requests for Service Manager consents required by the <i>Housing Services Act, 2011</i></p> <p>4.3 submission of service and program plans, activity reports and mandatory filings as required by any legislative authority</p> <p>4.4 confidentiality agreements</p> <p>4.5 release of agreements where corporate conditions have been fulfilled</p> <p>4.6 acknowledgement of the status or term of any agreement or lease to which the Corporation is a party</p> <p>4.7 applications for permits, approvals or licences with respect to any corporate undertaking</p> <p>4.8 development agreements with municipalities for corporate undertakings</p>	President
<p>5. Planning and Development</p> <p>5.1 subdivision and site plan agreements and documents required to satisfy any conditions of such agreements</p> <p>5.2 agreements required as a condition of development approvals</p> <p>5.3 documents required to clear conditions of development approvals</p>	General Manager
<p>6. Claims</p> <p>6.1 originating documents for claims on behalf of the Corporation for amounts up to \$500,000.00</p> <p>6.2 settlement documents for uninsured claims up to \$500,000.00</p> <p>6.3 releases, indemnities, minutes of settlement and other documents required for the settlement of claims</p>	Solicitor

Column 1 DOCUMENT	Column 2 SIGNING OFFICER
7. Reserve Investments 7.1 documents required in order to effect operating and capital reserve investments and any related transactions and agreements	Regional Treasurer, together with the President or the Chief Financial Officer HYI

HOUSING YORK INC.

BYLAW NO. 5-14

A bylaw to amend Bylaw No. 1-07 being a bylaw relating generally to the conduct of the business and affairs of Housing York Inc. (the "**Corporation**")

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

1. Bylaw No. 1-07 is amended by deleting each reference to "General Manager" and replacing it with a reference to "President"; and
2. Bylaw No. 1-07 is amended by deleting each reference to "Treasurer" and replacing it with a reference to "Chief Financial Officer".

The undersigned, pursuant to a Shareholder's Direction dated June 26, 2014 and being the sole shareholder of the Corporation entitled to vote in respect of the foregoing bylaw, by its signature below resolves pursuant to Section 104(1)(a) and (b) of the *Business Corporations Act* (Ontario) that the foregoing bylaw shall be and is hereby made a bylaw of the Corporation.

Dated June 26, 2014

THE REGIONAL MUNICIPALITY OF YORK

Bill Fisch
Regional Chairman & CEO