

Service Manager Delegation Agreement

This Agreement made the 1st day of September, 2016

Between:

The Corporation of the County of Simcoe
(hereinafter referred to as the "Service Manager")

OF THE FIRST PART;

And

The Barrie Municipal Non-Profit Housing Corporation
(hereinafter referred to as the "Service Agent")

OF THE SECOND PART;

WHEREAS the Service Manager is a Service Manager pursuant to the definition contained in the Housing Services Act (hereinafter referred to as the "Act");

AND WHEREAS pursuant to Section 17 of the Act a Service Manager may, in writing, delegate all or some of its powers and duties under the Act with respect to all or part of its Service Area;

AND WHEREAS the Service Manager wishes to enter into an agreement with the Service Agent pursuant to Section 17 of the Act in respect of certain duties and powers of the Service Manager as set out in the Act;

AND WHEREAS the Service Agent wishes to enter this agreement with the Service Manager in respect of certain duties and powers contemplated in the Act and as set out herein;

AND WHEREAS the Service Agent consents to the delegation in respect of certain duties and powers contemplated in the Act and as set out herein, in housing projects of the Service Agent as set out in Schedule "A" to this Agreement.

Part I
AGREEMENT

- 1.01 This Agreement shall commence as of 1st day of September, 2016 and shall continue until terminated pursuant to the terms of the Agreement.
- 1.02 The Service Agent acknowledges and agrees that, unless specifically defined herein, any capitalized words or phrases contained in this Agreement shall have the same meaning ascribed to them in the Act and the Regulations thereunder, being Ontario Regulation 298/01, 367/11, 368/11, 369/11, 370/11 and any amendments thereto (the "Regulation")
- 1.03 The Service Manager and Service Agent shall at all times observe and comply with the terms of this Agreement.
- 1.04 For the purposes of this Agreement, a Designated Housing Project is the one or more housing projects designated in Ontario Regulation 368/11, Schedule 30, and is listed in Schedule "1" attached hereto for the purpose of any one or more parts of this Agreement.
- 1.05 The Service Agent warrants that it has the experience, skilled personnel and knowledge necessary to administer and discharge its obligations under this Agreement with due diligence and in a professional and competent manner.

Part II
APPLICATIONS

- 2.01 The Service Agent agrees that it shall receive applications for rent-geared-to-income assistance for any Designated Housing Project in accordance with the Act and the Regulation.
- 2.02 In connection with the receipt of applications, the service agent agrees to implement, follow, adhere to and comply with all written policies, guidelines, procedures or directives established by the Service Manager from time to time, including without limitation whatsoever, those dealing with the following items:
 - a) the type, quality and nature of information and documents required by an applicant or any member of a household;
 - b) the type of verification required by an applicant or member of a household regarding any income or assets;
 - c) whether an appraisal or other information is required by an applicant or others to verify the value of certain assets, and if so, the type of appraisal or information that is acceptable;
 - d) the circumstances, pursuant to Section 44(3) of the Act, where prescribed limitations on required information and documentation are outlined in the Regulation; and
- 2.03 The Service Agent agrees to utilize the Service Manager's standardized application form(s) in connection with applications for rent-geared-to-income assistance. The Service Manager may amend or modify the applications from time to time as it deems necessary or desirable and the Service Agent shall then utilize such amended form(s).
- 2.04 The application form shall contain requests for information and documents, as required by the Service Manager from the applicant, and the Service Manager shall establish the standards by which the nature and quality of the information required of the applicant can be verified and the Service Agent shall be responsible for both receiving the information and documents from the applicant and determining whether or not the information and documents submitted meet the standards established by the Service Manager.

- 2.05 The Service Agent agrees to comply with Section 169 of the Act and in particular, the prescribed standards for the collection, use, disclosure and safe-guarding of privacy of personal information and for a person's access to his or her personal information, save for any exclusions outlined in the Act and/or its Regulation.
- 2.06 The Service Agent agrees to ensure that all applicants for rent-geared-to-income assistance for a Designated Housing Project are notified of the Minister's right to share information pursuant to Section 171 of the Act for the purposes outlined under Section 171 of the Act.

Part III
ELIGIBILITY RULES

- 3.01 The Service Agent agrees that it shall determine the eligibility of applicants for rent-geared-to-income assistance pursuant to the Act and the Regulation for any Designated Housing Project. As part of this function, the Service Agent shall take all reasonable steps necessary to ensure that each household receiving rent-geared-to-income assistance complies with the requirements set out in Sections 23 to 42 of the Regulation.
- 3.02 In connection with the determination of eligibility of applicants for rent-geared-to-income assistance, the Service Agent agrees to implement, follow, adhere to and comply with Sections 23 to 42 of the Regulation and all written policies, guidelines, procedures or directives established by the Service Manager from time to time in connection therewith.
- 3.03 The Service Agent acknowledges and agrees that the Service Manager is entitled to establish local eligibility rules pursuant to Sections 42(2) of the Act and Sections 23-42 of the Regulation. The Service Agent agrees that in performing the function of determining the eligibility of applicants for rent-geared-to-income assistance pursuant to the Act and Sections 23 to 42 of the Regulation for a Designated Housing Project, it shall implement, observe and comply with all local eligibility rules established by the Service Manager in accordance Section 42(2) of the Act and Sections 23-42 of the Regulation.
- 3.04 The Service Manager agrees to notify the Service Agent in writing of the local eligibility rules established from time to time by the Service Manager pursuant to Section 42(2) of the Act and Sections 23-42 of the Regulation. In addition, the Service Manager agrees to notify the Service Agent in writing of changes to any local eligibility rules and in particular, but without limitation, any changes to:
- (a) the maximum gross household income amounts that are to apply to units in the service area pursuant to Section 34 of the Regulation;
 - (b) the maximum aggregate household assets amounts applicable to units in the service area pursuant to Section 35 of the Regulation;
 - (c) the specified things that shall not be included in assets for the purpose subsection 35(5) of the Regulation;
 - (d) the circumstances in which a household either satisfies or fails to satisfy the requirements of Section 37 of the Regulation; and
 - (e) the maximum absence period for the purpose pursuant to Section 37 of the Regulation
- 3.05 The Service Agent agrees that in connection with a Designated Housing Project, it shall review the eligibility of households eligible for rent-geared-to-income assistance in accordance with the Act and the Regulation and determine:
- (a) whether such households continue to be eligible for rent-geared-to-income assistance pursuant to Section 59 of the Regulation for the Designated Housing Project(s), and
 - (b) whether the size and type of unit is within the range in respect of which each household is eligible to receive rent-geared-to-income assistance under the applicable occupancy standard pursuant to Section 42 of the Regulation

As part of the above described responsibilities, the Service Agent shall determine whether a household receiving rent-geared-to-income assistance ceases to be eligible for assistance pursuant to Sections 27 to 32 of the Regulation.

- 3.06 In connection with the determination of whether a household continues to be eligible for rent-geared-to-income assistance, the Service Agent agrees to implement, follow, adhere to and comply with Section 27 to 32 of the Regulation and all written policies, guidelines, procedures and directives established by the Service Manager from time to time in connection therewith.
- 3.07 In carrying out its responsibilities, the Service Agent agrees to observe and comply with Sections 27 to 32 of the Regulation. In respect of Sections 53 and 66 of the Act and Sections 61 and 82 of the Regulation, the Service Agent shall provide any notices contemplated or required thereunder.

Part IV
SPECIAL PRIORITY HOUSEHOLD CATEGORY

- 4.01 The Service Agent agrees that it shall receive applications in accordance with and subject to Section 48 of the Act and Sections 52 to 58 of the Regulation for rent-geared-to income assistance from households requesting that they be included in the special priority household category, and when it receives any such applications, it shall refer them to the Service Manager for the requisite appropriate processing and determination.

Part V
OCCUPANCY STANDARDS

- 5.01 The Service Agent agrees to observe and comply with the provincial occupancy standards contemplated in the Act and the Regulation for the purpose of determining the size and type of unit in respect of which a household with prescribed characteristics is eligible to receive rent-geared-to-income assistance.
- 5.02 The Service Agent agrees that it shall receive and withdraw requests contemplated in Section 43 of the Act and Section 42 of the Regulation.
- 5.03 The Service Agent agrees to implement, observe and comply with the local occupancy standards established by the Service Manager pursuant to the Act and Section 42 of the Regulation.

Part VI
WAITING LISTS AND PRIORITY RULES

- 6.01 The Service Agent recognizes, and the Service Manager acknowledges that the Service Manager is required to establish a centralized waiting list in accordance with the Act and of the Regulation.
- 6.02 In connection with the administration of the Simcoe County Centralized Waitlist, for the service area of the Service Manager, the Service Agent agrees to implement, follow, adhere to and comply with all written policies, guidelines, procedures and directives established by the Service Manager from time to time.
- 6.03 In the administration of the centralized and subsidiary waiting lists for the purpose of Section 48 of the Act, the Service Agent agrees to observe and comply with the provincial priority rules established in Sections 45 to 51 and 52 to 58 of the Regulation for ranking households.

- 6.04 In connection with the ranking of special priority households pursuant to Sections 52 to 58 of the Regulation, the Service Agent agrees to implement, follow, adhere to and comply with all written policies, guidelines, procedures or directives established by the Service Manager from time to time.

Part VII
CALCULATION OF GEARED-TO-INCOME RENT

- 7.01 The Service Agent agrees that it shall calculate the geared-to-income rent payable by households in a Designated Housing Project for the purpose of Part V of the Act and of the Regulations.
- 7.02 In connection with the calculation of geared-to-income rent payable by a household, the Service Agent agrees to implement, follow, adhere to and comply with all written policies, guidelines, procedures or directives established and issued by the Service Manager from time to time in connection with the Regulation and the obligations and duties of the Service Agent thereunder. The Service Manager agrees to assist and support the Service Agent, where at all possible, in the implementation of, following of, adherence to and compliance with the Service Manager's written policies, guidelines, procedures, or directives.
- 7.03 The Service Agent agrees that it shall review the geared-to-income rent payable by households in a Designated Housing Project in accordance with Sections 59 and 60 of the Regulation and shall determine whether the rent should be reduced, be increased or remain the same in accordance with Section 50 of the Act and of Ontario Regulations 298/01
- 7.04 In connection with the review of the geared-to-income rent payable by a household, the Service Agent agrees to implement, follow, adhere to and comply with all written policies, guidelines, procedures or directives established and issued by the Service Manager from time to time in connection with Section on of the Act and Sections 59 and 60 of the Regulation, and in accordance with Ontario Regulations 298/01 and according to the obligations and duties of the Service Agent thereunder.
- 7.05 The Service Agent agrees that in connection with a Designated Housing Project, it shall, pursuant to Section 53 of Ontario Regulation 298/01, received notification from a household of a change in income or assets of such household and re-determine the geared-to-income rent payable by such household in accordance with Section 53 of Ontario Regulation 298/01. Incidental to these obligations, the Service Agent agrees to provide the notices required to be provided pursuant to Sections 61 and 82 of the Regulation.
- 7.06 In connection with the redetermination of geared-to-income rent payable by a household pursuant to Section 53 of the Regulation, the Service Agent agrees to implement, follow, adhere to and comply with all written policies, guidelines, procedures or directives established by the Service Manager from time to time.
- 7.07 The Service Agent agrees that in connection with a Designated Housing Project, it shall, subject to the written policies, guidelines, procedures or directives established by the Service Manager, and where the Service Manager has made a determination that reimbursement be pursued, require any household that has paid less geared-to-income rent for a period than it should have paid to reimburse the excess amount of rent-geared-to-income assistance pursuant to Section 56 of the Act and Section 64 and 65 of the Regulation. Incidental to these obligations, the Service Agent agrees to provide the notices required to be provided by the Service Manager pursuant to subsections 65(2) and (3) of the Regulation.

- 7.08 In connection with performing its duty to require a household to reimburse the excess amount of rent-g geared-to-income assistance that it received pursuant to Sections 64 and 65 of the Regulation and Section 56 of the Act, the Service Agent agrees to implement, follow, adhere to and comply with all written policies, guidelines, procedures or directives established and issued by the Service Manager from time to time, including without limitation whatsoever, those in relation to Section 64 and 65 of the Regulation.

Part VIII
PROCEDURAL PROVISIONS- DECISIONS,
INTERNAL REVIEWS, NOTICES

- 8.01 The Service Agent agrees that it shall provide notices of decisions in accordance with Sections 61 and 82 of the Regulation for the Designated Housing Projects.
- 8.02 In connection with the notices of decision(s), the Service Agent agrees to implement, follow, adhere to and comply with all written policies, guidelines, procedures and directives established by the Service Manager from time to time in connection with Section 61 and 82 of the Regulation.
- 8.03 The Service Agent agrees that it shall receive requests for internal reviews from applicant or occupant households in accordance with Sections 155 to 159 of the Act and Sections 138 and 139 of the Regulation. The Service Agent shall forward all requests for internal review and supporting documentation to the Service Manager by facsimile or electronically within two (2) business days following receipt of the request.
- 8.04 The Service Manager shall be responsible for conducting internal reviews pursuant to and in accordance with Sections 138 and 139 of the Regulation.
- 8.05 In connection with the notices of decision(s), the Service Agent agrees to implement, follow, adhere to and comply with all written policies, guidelines, procedures, directives and decisions established by the Service Manager from time to time in connection with Sections 138 and 139 of the Regulation.

Part IX
GENERAL

- 9.01 The Service Agent agrees that it is a duty of the Service Agent to make the information required in Section 54 of the Act and Section 62 of the Regulation available for inspection by allowing members of the public, during normal business hours, to inspect and copy them at their own expense and by posting them on the Internet.
- 9.02 Subject to Sections 169 to 176 of the Act and Sections 145 to 147 of the Regulation, the Service Agent who is providing services with respect to a housing program prescribed for the purposes of these sections shall comply with the prescribed standards for the collection, use, disclosure and safeguarding of privacy of personal information and for a person's access to his or her personal information.
- 9.03 Subject to Sections 169 to 176 of the Act and Sections 145 to 147 of the Regulation, the Freedom of Information and Protection of Privacy Act, and the Municipal Freedom of Information and Protection of Privacy Act, the Service Agent agrees to make all information and documentation collected or received by it in respect of the services provided hereunder available for inspection and copying by the service manager, as it reasonably requests or requires from time to time.

- 9.04 In accordance with Sections 79 to 81 of the Act, and Sections 102 and 103 of the Regulation, the Service Agent shall keep records in accordance with the regulations. The Service Agent agrees to maintain full and complete records of all applications, reviews, notices, agreements, undertakings, documents, papers, financial records and information which it receives or produces in respect of the services provided hereunder.
- 9.05 Subject to Sections 102 and 103 of the Regulation, the Service Agent must keep each of its records in accordance with the prescribed regulations and for the length of time as prescribed in the regulations. The Service Agent shall retain and preserve all applications, reviews, notices, agreements, documents, papers, information, receipts, payrolls, accounts, contracts, records, or financial statements which it receives or produces in respect of the services provided pursuant to this Agreement, for a period of seven (7) years after the end of the fiscal year to which the record relates.
- 9.06 Subject to Sections 102 and 103 of the Regulation, the Service Agent must keep each of its records in accordance with the prescribed regulations and for the length of time as prescribed in the regulations. The Service Agent shall retain and preserve the records relating to a household that occupies a designated housing unit for at least five years after the household last resides in a unit in the project.
- 9.07 Subject to Sections 102 and 103 of the Regulation, the Service Agent must keep each of its records in accordance with the prescribed regulations and for the length of time as prescribed in the regulations. The Service Agent shall retain and preserve a record of the decision to refuse to offer a unit to a household, including a copy of the notice given to the household under that section and the information used by the Service Agent to make its decision, for at least seven years after the notice was given to the household.
- 9.08 In connection with the required records, the Service Agent agrees to implement, follow, adhere to and comply with all written policies, guidelines, procedures, directives and decisions established by the Service Manager from time to time in connection with Sections 102 and 103 of the Regulation.
- 9.09 The Service Agent, when requested by the Service Manager upon ten (10) business days' notice to the Service Agent, shall make available to it and/or any of its duly authorized representatives, appointees or delegates, all applications, reviews, notices, agreements, documents, papers, information, receipts, payrolls, accounts, contracts, records or financial statements which it receives or produces in respect of the services provided pursuant to this Agreement, to be inspected and/or audited, at all reasonable times both during the term of this Agreement and subsequent to expiration or termination, it being understood by the parties hereto that the Service Manager shall be entitled to conduct such inspections and/or audits as it requests from time to time.
- 9.10 The Service Manager shall also have the right to conduct any review, audit or inspection of any and all applications, reviews, notices, agreements, documents, papers, information, receipts, payrolls, accounts, contracts, records or financial statements of the Service Agent which are received or produced by it in respect of the services provided pursuant to this Agreement, without any prior notice to the Service Agent. It is the intent of the Service Manager to invoke this provision in circumstances of such a serious nature as would warrant the immediate review, audit or inspection by the Service Manager of any and/or all of the Service Agent's documents as herein before mentioned.

- 9.11 The Service Agent will comply with Generally Accepted Accounting Principles (GAAP) in the treatment of rent-geared-to-income revenues.
- 9.12 In the event the Service Agent ceases operation for any reason whatsoever, the Service Agent agrees that it will not dispose of any records related to the services provided pursuant to this Agreement without the prior written consent of the Service Manager, which consent may or may not be given subject to such conditions as the Service Manager deems advisable.
- 9.13 The County of Simcoe will have control of every record that is created by or is in the custody of the Service Agent, provided such record relates to the services provided under this Agreement.

Part X
NOTICE OF DEFAULT

- 10.01 In the event that the Service Agent fails to observe or comply with any term of this Agreement, in whole or in part, the Service Manager shall be entitled to serve a notice of default on the Service Agent at its address for service specifying the nature of the default. In the event that the Service Agent fails to remedy such default within sixty (60) days following the date of such notice (or such longer or shorter period of time as deemed appropriate by the Service Manager in the circumstances), the Service Manager shall, in addition to any rights and remedies at law, be entitled to take any one or more of the following steps:
- (a) remedy such default on behalf of the Service Agent;
 - (b) suspend or terminate the right and/or obligation of the Service Agent to perform any one or more service(s) on behalf of the Service Manager in connection with one or more specific household(s);
 - (c) suspend or terminate the right and/or obligation of the Service Agent to perform any one or more service(s) on behalf of the Service Manager for one or more specific Service Agent(s) or Designated Housing Project(s);
 - (d) suspend or terminate the right and/or obligation of the Service Agent to perform any one or more service(s) on behalf of the Service Manager in all or part of the service area of the Service Manager; or
 - (e) suspend or terminate this Agreement
- 10.02 The Service Manager shall be entitled to terminate the right of the Service Agent to perform all or any part of the services contemplated by this Agreement without cause by providing the Service Agent at least four (4) months' notice in advance of termination. On the effective date of termination, the Service Agent shall surrender originals of all documents, applications, records, instruments, papers or other materials in its possession or control concerning the services provided by the Service Agent under this Agreement. Where an original is not available or where it is impractical or unreasonable to provide any original, the Service Agent shall provide a copy to the Service Manager.
- 10.03 The Service Agent shall be entitled to terminate its obligation and responsibility to perform all or any part of the services contemplated by this Agreement without cause by providing the Service Agent at least four (4) months' notice in advance of termination. On the effective date of termination, the Service Agent shall surrender originals of all documents, applications, records, instruments, papers or other materials in its possession or control concerning the services provided by the Service Agent under this Agreement. Where an original is not available or where it is impractical or unreasonable to provide any originals, the Service Agent shall provide a copy to the Service Manager.

- 10.04 In addition to its rights provided for elsewhere in this Agreement, the Service Manager may be notifying the Service Agent regarding a termination of this Agreement immediately upon any one of the following events occurring:
- a) the Service Agent becoming insolvent; or
 - b) the Service Agent making a general assignment for the benefit of creditors; or
 - c) the Service Agent suffering or permitting the appointment of a receiver for its business assets; or
 - d) the Service Agent availing itself of, or becoming subject to, any proceeding pursuant to The Bankruptcy and Insolvency Act of Canada
or
any other federal or provincial statute relating to insolvency or the protection of rights of creditors; or
 - e) proceedings being instituted for the liquidation or winding-up of the business or assets of the Service Agent

PART XI MISCELLANEOUS

- 11.01 The Service Agent acknowledges and agrees that the Service Manager may supplement any existing policy, guideline, procedure or directive as it deems necessary or desirable from time to time in connection with any matter or issue contemplated in this Agreement and within thirty (30) days following written notice of issuance by the Service Manager in accordance with this Agreement, the service agent agrees to implement, follow, adhere and comply with all such supplemented or new policy, guideline, procedure or directive, as the case may be.
- 11.02 The Service Agent acknowledges and agrees that the Service Manager may amend, modify or eliminate any existing policy, guideline, procedure or directive previously issued by it in connection with any matter or issue contemplated in this Agreement and within thirty (30) days following written notice of issuance by the Service Manager in accordance with this Agreement, the Service Agent agrees to implement such amended, modified or eliminated policy, guideline, procedure or directive, as the case may be.
- 11.03 The service manager shall ensure that each policy, guideline, procedure or directive issued, supplemented, amended, modified or eliminated pursuant to this Agreement is:
- (a) within the authority of the Service Manager under the Act and Regulation; and
 - (b) duly authorized by the Service Manager
- 11.04 The Service Agent acknowledges that the Service Manager has made and shall make all reasonable efforts to ensure that each written policy, guideline or procedure is clear, unambiguous and in compliance with Regulation(s) or the Act. To the extent that the service agent finds, in carrying out its duties and responsibilities hereunder, if at all, that any policy, guideline or procedure is unclear, ambiguous or not in compliance with the Regulation(s) or the Act, the Service Agent shall forthwith seek the written direction of the Service Manager in connection therewith and thereafter follow the written direction of the Service Manager. In addition, if the Service Agent has any questions about the interpretation of any written policy, guideline, procedure or directive, the Service Agent will refer it to the Service Manager and the Service Agent will follow the written direction of the Service Manager relating to it. Until such time as the Service Manager has provided notice in writing to the Service Agent, the Service Agent shall exercise its best judgement in the circumstance.

- 11.05 The Service Agent shall, both during and following the term of this Agreement, indemnify and save harmless the Service Manager, its officers, council members, agents and employees from and against any and all third party claims, actions, losses, expenses, costs, demands, suits, and complaints and damages of every nature and kind whatsoever based upon, occasioned by or attributable to anything done or omitted to be done by the Service Agent, its directors, officers, employees, agents, or volunteers in connection with the services provided, purported to be provided or required to be provided by the Service Agent pursuant to this Agreement.
- 11.06 The Service Manager shall, both during and following the term of this Agreement, indemnify and save harmless the Service Agent, its directors, officers, agents and employees and volunteers from and against any and all third party claims, actions, losses, expenses, costs, demands, suits, complaints and damages of every nature and kind whatsoever based upon, occasioned by or attributable to anything done or omitted to be done by the Service Manager, its officers, council members, agents and employees in connection with the services provided, purported to be provided or required to be provided by the Service Manager pursuant to this Agreement.
- 11.07 (a) During the term of this Agreement, the Service Agent shall obtain and maintain in full force and effect, comprehensive general liability insurance of five million dollars (\$5,000,000.), errors and omissions insurance, crime and fraud insurance, and directors' and officers' insurance coverage's issued by an insurance company authorized by law to carry on business in the Province of Ontario. The insurance policy will also provide for the following:
- (i) a cross liability clause endorsement of standard wording; and
 - (ii) naming The County of Simcoe as an additional insured with respect to any claim arising out of the Service Agent's obligations and duties pursuant to this Agreement
- (b) At the time of execution of this Agreement, the Service Agent shall provide the Service Manager with proof of the required insurance coverage, subject to the Housing Services Act and in the form satisfactory to the Service Manager, entitled Certificate of Insurance. Thereafter, the Service Agent shall provide the Service Manager, annually, with proof of the required insurance coverage.
- (c) the Service Agent agrees that the coverage's provided by the insurance policy(ies) shall not be changed in any material way, and specifically, not below those minimum standards and coverage's as required under the Housing Services Act, nor shall the insurance policy(ies) be cancelled by the Service Agent, until thirty (30) days prior written notice, delivered in hand, of any such change or cancellation, has been provided to the Service Manager.
- 11.08 The Service Agent acknowledges and agrees that this Agreement, or any part thereof, or any services hereunder may not be assigned or transferred in any manner or respect whatsoever, without the express prior written consent of the Service Manager.
- 11.09 The parties hereto acknowledge and agree that this Agreement may not be modified or amended unless done so in writing and signed by the authorized signing officers of the parties.
- 11.10 Failure by either party to require performance of any term, agreement, obligation or condition herein contained shall not be deemed to be a waiver of such term, agreement, obligation or condition or of any subsequent breach of the same or of any other term, agreement, obligation or condition herein contained. No term, agreement, obligation or condition of this Agreement shall be deemed to have been waived by either party, unless such waiver is in writing and signed by the parties.

11.11 The Agreement and the schedules if any, attached hereto and forming a part hereof, set forth all the terms, obligations, covenants, promises, agreements, conditions and understandings between the Service Manager and Service Agent concerning the duties, responsibilities and functions of the Service Manager to be performed by the Service Agent and there are no covenants, promises, agreements, conditions or representations, either oral or written, between them other than are herein. Except as herein otherwise provided, no subsequent alteration, amendment, change or addition to this Agreement shall be binding upon either party unless reduced to writing and signed by them.

11.12 Any notice to be given under the terms of this Agreement shall be sufficiently given if delivered by hand, facsimile or mail (postage pre-paid and registered) to the party for whom it is intended and in all cases addressed to the party for whom it is intended, in the case of notice to the Service Manager, addressed to the Service Manager at:

1110 Hwy 26, Midhurst, Ontario, L9X 1N6
Attention: Director of Social Housing
Fax: 705-725-8904

and in the case of the Service Agent addressed to:

Either party may change address or facsimile number for notice by written notice to the other. If any notice or document is so given, it shall be deemed to have been received on the date of delivery if delivered by hand, on the third business day following the date of mailing as aforesaid, and on the next business day if transmitted by facsimile. Any party may from time to time by notice given as provided above, change its address for the purpose of this clause.

11.13 Should any provision(s) of this Agreement be found to be void or unenforceable for any reason whatsoever, that 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.

11.14 The Service Agent shall comply with all applicable laws, lawful orders and Regulation of any governmental authority.

PART XII LANGUAGE

12.01 The Service Manager shall provide its services that relate to housing in both English and French if any part of the Service Manager's Service Area is in an area that is designated in the Schedule to the French Language Services Act. In addition, a Service Manager shall provide services in both English and French to the Prescribed Housing Providers. Provided, however, that the requirement of the Service Agent to provide services in both English and French applies only if the Service Agent provides any of the services in an area that is designated in the Schedule to the French Language Services Act to Prescribed Housing Providers.

IN WITNESS WHEREOF the Service Manager and Service Agent have signed and sealed this Agreement as of the day and year first above written.

THE COUNTY OF SIMCOE

Per:

Authorized Signing Officer

Authorized Signing Officer

SERVICE AGENT

Per:

Authorized Signing Officer

Authorized Signing Officer

Schedule A

The Barrie Municipal Non-Profit Housing Corporation

RGI Target: RGI Target (545)

Housing Project	Address
The Barrie Municipal Non-Profit Housing Corporation (886 units)	
Allanview Place	80 Little Avenue, Barrie, ON L4N 7P9 90 Little Avenue, Barrie, ON L4N 7P9 100 Little Avenue, Barrie, ON L4N 7P9 150 Bayview Drive, Barrie, ON L4N 3P4
Berczy Glen	131 Berczy Street, Barrie, ON L4M 3R3
Coulter Glen	49 Coulter Street, Barrie, ON L4N 7N2
Cundles Terrace	10 Golfdale Road, Barrie, ON L4N 6S4 20 Golfdale Road, Barrie, ON L4N 6S5
Deerhurst Glen	101 D'Ambrosio Drive, Barrie, ON L4N 7P6 111 D'Ambrosio Drive, Barrie, ON L4N 7P7
Edgehill Terrace	191 Edgehill Drive, Barrie, ON L4N 1L9 193 Edgehill Drive, Barrie, ON L4N 1L9
Grove Place	186 Grove Street, Barrie, ON L4N 2P7
Millcreek (Phase 1)	Units 1 – 59, 549 Yonge Street, Barrie, ON L4N 7P8
Millcreek (Phase 2)	Units 60-118, 549 Yonge Street, Barrie, ON L4N 7P8
Timbercrest	339A Essa Road, Barrie, ON L4N 6W1 339B Essa Road, Barrie, ON L4N 6V9
Summitview	380 Duckworth Street, Barrie, ON L4M 6J8
Penetang Court	31 Penetang Street, Barrie, ON L4M 6E8
North Fields Heights	205 Kozlov Street, Barrie, ON L4N 7S3
Kozlov II - Northfields	225 Kozlov Street, Barrie, ON L4N 7N4