CITY OF KENORA

REQUEST FOR PROPOSALS (RFP)

#860-003

REQUEST FOR PROPOSAL ("RFP") WITH RESPECT TO:

Housing Needs Assessment

1.0 Introduction

1.1 Purpose of RFP

1.1.1 The City of Kenora (the "City") seeks innovative proposals from interested parties for the following:

Delivery of a Housing Needs Assessment for the City of Kenora as more particularly set out and described in Schedule A.

("the Work").

1.1.2 If the City receives a proposal acceptable to it, the City will select one (1) or more parties who submitted a proposal (the "Proponents") with whom the City, in its sole and unfettered discretion, will negotiate regarding the terms of a contract (the "Contract") to perform the Work.

1.2 Submission of RFP

1.2.1 Proponents shall submit their Proposal in an envelope marked "City of Kenora Request for Proposal for a **Housing Needs Assessment** (the "Proposal") on or before 11:00:00 a.m. CST on Thursday February 27, 2025 (the "RFP Closing Time") to:

City of Kenora
1 Main Street South
Kenora, ON P9N 3X2
Attention: City Clerk

RE: #860-003

Alternatively, Proposals may be submitted electronically to: hpihulak@kenora.ca on or before 11:00:00 a.m. CST on Thursday February 27, 2025 (the "RFP Closing Time"). It is important to note that should the proposal be submitted electronically and not be received due to technical issues, the submission will not be accepted late. Confirmation of receipt of electronic submission will be provided by the receiver following receipt of submission to confirm receipt.

1.2.2 Proposals will be opened following the RFP Closing Time. No Proposal(s) submitted after the RFP Closing Time will be accepted.

1.2.3 Each Proponent may submit only one Proposal. Collusion between Proponents will be sufficient cause for the affected proposal(s) to be rejected outright by the City without further consideration.

1.2.4 Any inquiries respecting this RFP should be directed to:
Stace Gander, Director of Economic Development and Tourism,
sgander@kenora.ca or 807-467-4655

1.2.5 Each Proponent shall designate within 5 days of the receipt of this RFP, and no later than 7 calendar days prior to the RFP Closing Time of this RFP, one (1) person to whom any additional information, as may be deemed relevant to this RFP by the City, may be communicated. The name and contact information are to be emailed to the City's designated contact person indicated in paragraph 1.2.4 above noted.

1.2.6 The City is under no obligation to respond to any inquiry submitted to it in respect of this RFP.

1.2.7 If the City, in its sole and unfettered discretion, determines that a written response to an inquiry is warranted, a written response will be prepared and distributed to all Proponents who have requested a copy of this RFP and completed the acknowledgment form. Such written response(s) will be issued in the form of an addendum to this RFP and will be deemed to be part of this RFP.

1.2.8 No inquiry submitted to the City will be responded to after February 24 **, 2025 at 4:00:00 p.m. CST.**

1.3 General Conditions Applicable to this RFP

1.3.1 Appendices and Addenda

The appendices to this RFP and any subsequent addenda are incorporated into and form part of this RFP. The information and data contained in any appendices and any subsequent addenda may form the basis upon which the Contract will be entered into with the City.

This RFP consists of the following Schedules:
Schedule A – Scope of Work
Schedule B – Evaluation
Schedule C – Pricing Summary
Schedule D – Canada Mortgage and Housing Corporation Housing Needs Assessment Template
Schedule E – Sample Contract

1.3.2 Disclaimer of Liability and Indemnity

By submitting a Proposal, a Proponent agrees:

1.3.2.1 to be responsible for conducting its own due diligence on data and information upon which its Proposal is based;

1.3.2.2 that it has fully satisfied itself as to its rights and the nature extended to the risks it will be assuming;

1.3.2.3 that it has gathered all information necessary to perform all of its obligations under its Proposal;

1.3.2.4 that it is solely responsible for ensuring that it has all information necessary to prepare its Proposal and for independently verifying and informing itself with respect to any terms or conditions that may affect its Proposal;

1.3.2.5 to hold harmless the City, its elected officials, officers, employees, agents or advisors and all of their respective successors and assigns, from all claims, liability and costs related to all aspects of the RFP process;

1.3.2.6 that it shall not be entitled to claim against the City, its elected officials, officers, employees, insurers, agents or advisors on grounds that any information, whether obtained from the City or otherwise (including information made available by its elected officials, officers, employees, agents or advisors), regardless of the manner or form in which the information is provided is incorrect of insufficient;

1.3.2.7 that the City will not be responsible for any costs, expenses, losses, damages or liability incurred by the Proponent as a result of, or arising out of, preparing, submitting, or disseminating a Proposal, or for any presentations or interviews related to the Proposal, or due to the City's acceptance or non-acceptance of a Proposal; and

1.3.2.8 to waive any right to contest in any proceeding, case, action or application, the right of the City to negotiate with any Proponent for the Contract whom the City deems, in its sole and unfettered discretion, to have submitted the Proposal most beneficial to the City and acknowledges that the City may negotiate and contract with any Proponent it desires.

1.3.3 No Tender and no Contractual Relationship

The Proponent acknowledges and agrees that this procurement process is a Request for Proposal and is not a tendering process. It is part of an overall procurement process intended to enable the City to identify a potential successful Proponent. The submission of a Proposal does not constitute a legally binding agreement between the City and any Proponent. For greater certainty, by submission of its Proposal, the Proponent acknowledges and agrees that there will be no initiation of contractual obligations or the creation of contractual obligations as between the City and the Proponent arising from this RFP or the submission of a Proposal.

Further, the Proponent acknowledges that a Proposal may be rescinded by a Proponent at any time prior to the execution of the Contract.

1.4 Discretion of City

Notwithstanding any other provision of this RFP to the contrary, the provisions in this Section 1.4 prevail, govern and override all other parts of this RFP. The City is not bound to accept any Proposal. At any time prior to execution of the Contract, the City may, in its sole and unfettered discretion, or for its own convenience, terminate the procurement process, cancel the Work or proceed with the Work on different terms. All of this may be done with no compensation to the Proponents or any other party.

The City reserves the right, in its sole and unfettered discretion, to:

1.4.1 utilize any designs, ideas or information contained in any of the Proposals for its sole use and benefit without making payment or otherwise providing consideration or compensation to any Proponent or any other party;

1.4.2 negotiate the specific contractual terms and conditions, including but not limited to the fee or price of the Work, and the scope of the Work;

1.4.3 waive any formality, informality or technicality in any Proposal, whether of a minor and inconsequential nature, or whether of a substantial or material nature;

1.4.4 receive, consider, and/or accept any Proposal, regardless of whether or not it complies (either in a material or non-material manner) with the submission requirements or is the lowest priced proposal, or not accept any Proposal, all without giving reasons;

1.4.5 determine whether any Proposal meets the submission requirements of this RFP; and

1.4.6 negotiate with any Proponent regardless of whether or not that Proponent is the Proponent that has received the highest evaluation score, and

1.4.7 negotiate with any and all Proponents, regardless of whether or not the Proponent has a Proposal that does not fully comply, either in a material or non-material way with the submission requirements for the RFP or any requirements contained within this RFP.

1.5 Selection

Selection of the successful Proponent, if any, is at the sole and unfettered discretion of the City.

1.6 Disqualification

The failure to comply with any aspect of this RFP (either in a material way or otherwise), shall render the Proponent subject to such actions as may be determined by City, including disqualification from the RFP process, suspension from the RFP process and/or imposition of conditions which must be complied with before the Proponent will have its privilege of submitting a Proposal reinstated.

1.7 Representations and Warranties

1.7.1 The City makes no representations or warranties other than those expressly contained herein as to the accuracy and/or completeness of the information provided in this RFP.

1.7.2 Proponents are hereby required to satisfy themselves as the accuracy and/or completeness of the information provided in this RFP.

1.7.3 No implied obligation of any kind by, or on behalf of, the City shall arise from anything contained in this RFP, and the express representations and warranties contained in this RFP, and made by the City, are and shall be the only representations and warranties that apply.

1.7.4 Information referenced in this RFP, or otherwise made available by the City or any of its elected officials, officers, employees, agents or advisors as part of the procurement process, is provided for the convenience of the Proponent only and none of the City, its elected officials, officers, employees, agents and advisors warrant the accuracy or completeness of this information. The Proponent is required to immediately bring forth to the City any conflict or error that it may find in the RFP. All other data is provided for informational purposes only.

2.0 Description of the Work to be Performed

The City is committed to acquiring goods, services, and construction of the appropriate quality and at the best value for the City while treating all vendors equitably. The City is committed to creating and maintaining a high level of confidence in its procurement of goods, services, and construction by ensuring integrity, transparency, accountability, efficiency and consistency in its procurement process, and acting within its authority under federal and provincial legislation, regulations and trade agreements governing municipal procurement. It is important that in the expenditure of public funds, the City maximizes the benefit to the City and, therefore, the public. All employees shall pursue procurement activities which promote the principles of economy, efficiency, effectiveness, and equity.

The contents of this section will be in the final Contract with the successful Proponent, and the requirements as set out in this section will be expected to be delivered and/or performed for the price included in the Proposal.

2.1 Background

The City of Kenora is the largest municipality in Northwestern Ontario, west of Thunder Bay. It is a vibrant community of approximately 15,000 residents and lies in the heart of the Kenora District which boasts a population of 66,000 residents. Kenora is a regional hub with a significant base of approximately 7,745 workers living in the City. Kenora has a highly skilled workforce with approximately 22% of the workforce having completing some form of university education and another 28% having completed college. Median household income is $86,000.

The City's building stock is a mix of residential, commercial and industrial units is comprised of 7,707 single family homes, 123 multi-unit residences, 16 hotels/motels and 62 mobile homes.

The population trend is relatively flat, driven largely by a shortage of housing and available single family and multi-unit inventory across the housing spectrum. Social housing statistically represents approximately 45% of the current multi-unit inventory which is high compared to other regions. That said, there are still extensive wait lists in that sector of housing.

The City is in the process of undertaking a comprehensive Official Plan and Zoning By-law review including its Community Improvement Plans. To support this effort, there is the need to undertake a detailed Housing Needs Assessment that captures the current demand for housing in Kenora and projected future needs to support the expansion of the local economy.

Proponents are to review the Scope of Work attached hereto as Schedule A.

2.2 Required Schedule

- Project kick-off meeting;
- Review of existing supporting materials:
  - 2021 Five Year Tourism and Economic Development Strategy;
  - 2023 Kenora District Services Board Regional Housing Strategy;
  - 2024 City of Kenora Economic Profile;
  - 2024 Target Sector Profiles;
  - Known market demand waiting lists;
  - CMHC template for Housing Needs Study;
  - Other supporting material;
- Engagement to include interviews and consultations with external and internal stakeholders, including but not limited to: local real estate agents, City staff, agencies, businesses, private sector individuals and organizations providing housing, development and delivery of employer and agency needs assessment survey, development and delivery of local market needs survey;
- Review of findings and recommendations with staff;
- Creation of Housing Needs Assessment based on existing market conditions ;
- Draft of final report;
- Presentation of assessment to key staff and senior leadership;

- Completion of CMHC Housing Needs Assessment Template.

3.0 Proposal Requirements

The City reserves the right, but is not required, to reject any Proposal that does not include the requirements

3.1 Description of the Proposal

3.1.1 Proposals shall include the legal name, address and telephone numbers of the individual, the principals of partnerships and/or corporations comprising the Proponent, and in the case of partnerships or corporations, the individual who will be the representative of the partnership or corporation.

3.1.2 Proposals shall include a description of any subcontractors, agents or employees that the Proponent expects to involve in the performance of the Work.

3.1.3 Proposals shall include a description of the individuals who will be performing the Work including their previous experience and qualifications.

3.1.4 Proposals shall include a list of previous work of a similar nature to the Work required by the City as set out in this RFP.

3.1.5 Prices for the Work shall be included by the Proponent as part of the RFP submission in alignment with the scope of work and timeline of the project.

3.2 Execution of the Proposal

Proposals shall be properly executed in full compliance with the following:

Proposals and the pricing form attached as Schedule “C”, must be signed by the representative for the Proponent;

3.2.1 If the Proposal is made by a corporation, the full name of the corporation shall be accurately printed immediately above the signatures of its duly authorized officers and the corporate seal shall be affixed; IMPORTANT – electronic submissions can take an image of the seal and submit it with the Proposal

3.2.2 If the Proposal is made by a partnership, the firm name or business name shall be accurately printed above the signature of the firm and the Proposal shall be signed by a partner or partners who have authority to sign for the partnership;

3.2.3 If the Proposal is made by an individual carrying on business under a name other than his own, his business name together with the individual's name shall be printed immediately above its signature; and

3.2.4 If the Proposal is made by a sole proprietor who carries on business in his own name, the proprietor shall print his name immediately below his signature.

4.0 Mandatory Submission Requirement

Proponents should structure their Proposals in accordance with the instructions in this RFP. Where information is requested in this RFP, any response made in a Proposal should reference the applicable section numbers of this RFP where that request was made.

4.1 Documents to be Submitted with the Proposal

At the time of the submission of its Proposal, the Proponent shall provide the following:

4.1.1 Proof of Workers' Compensation account in good standing at the time of Proposal submission;

4.1.2 A copy of all licenses, certifications, qualification issued by the relevant authorities, which the Proponent requires in order to perform the Work contemplated by the RFP; and

4.2 Insurance to be Carried by Successful Proponent

At the time of the submission of its Proposal, the Proponent shall provide evidence of insurance coverage as follows:

4.2.1 Professional liability insurance with a minimum of five million ($5,000,000) per occurrence covering liability arising from negligent delivery of professional services;

4.2.2 Standard automobile, bodily injury and property damage insurance providing coverage of at least five million ($5,000,000) per occurrence inclusive and in respect of any one claim for the injury to or death of one or more persons or damage to or destruction of property;

4.2.3 A comprehensive commercial general liability insurance policy providing coverage of at least five million ($5,000,000) per occurrence inclusive and in respect of any one claim for injury to or death of any one or more persons or damage to or destruction of property. Coverage to include:

4.2.3.1 non-owned automobiles;

4.2.3.2 independent subcontractors;

4.2.3.3 contractual liability including this Agreement;

4.2.3.4 broad form property damage endorsement;

4.2.3.5 environmental liability; and

4.2.3.6 products and completed operations coverage..

4.2.4 Commercial crime insurance (coverage for employee dishonesty, computer or electronic fraud, for loss or damage arising out of or in connection with fraudulent or dishonest acts, acting alone or in collusion with others);

4.2.5 Workers' Compensation coverage for all employees, if any, engaged by the Proponent in accordance with the laws of the Province of Ontario;

4.2.6 Employer's liability insurance respecting employees, if any, of the Proponent with limits of liability of not less than five million ($5,000,000) per employee for each accident, accidental injury or death of an employee or any subcontractor engaged by the Proponent; and

4.2.7 Such other insurance as the City may from time to time reasonably require.

The Proponent shall cause all insurance coverage maintained by the Proponent in accordance with this RFP, except for errors and omissions coverage (if required), to name the City and any other party designated by the City as an additional insured and to contain a severability of interests or cross liability clause. The Proponent shall cause all insurance coverage to provide that no such insurance policy may be cancelled without the insurer providing no less than thirty (30) days' written notice of such cancellation to the City. The Proponent shall, upon the request of the City, furnish written documentation, satisfactory to the City, evidencing the required insurance coverage. The cost of all of the insurance required to be held by the Proponent as set forth herein shall be borne by the Proponent.

4.3 Evaluation

4.3.1 After the RFP Closing Time, the City will review and evaluate all the Proposals received based upon the information supplied by the Proponents in accordance with the submission requirements of this RFP.

4.3.2 In evaluating the Proposals received, the City will consider all of the criteria listed in Schedule B and the City will have the sole and unfettered discretion to award up to the maximum number of points for each criteria as listed. By submitting a Proposal, the Proponent acknowledges and agrees that the City has, and is hereby entitled to exercise, the sole and unfettered discretion to award the points for the evaluation of the noted criteria.

4.3.3 By submitting a Proposal, each Proponent acknowledges and agrees that it waives any right to contest in any legal proceedings the decision of the City to award points in respect of the criteria noted below (the “Evaluation

Criteria"). The Evaluation Criteria and the maximum number of points for each criteria are outlined in Schedule B.

The City may select a Proponent with the lowest, or not necessarily the lowest, Price Per Point with whom to negotiate the contract for the Work. Points will be assigned for each criteria based on the information provided in the Proponent's submission. Scoring will be consistently applied by the City's evaluation team through the use of the specified scoring system noted below. Points will be awarded on a scale of 0 to 10 as noted in Schedule B.

4.3.4 The City also reserves the right to accept conditions to be offered by and/or negotiated with the successful Proponent which are not specifically contained in this RFP. Such options and/or alternatives shall be included in the Proposal review process as part of the evaluation.

4.3.5 At all times, the City reserves the right, but is not obligated, to verify or seek written clarification and supplementary information relating to the verification or clarification from Proponents after the RFP closing date and time including those related to an ambiguity in a Proposal or in any statement made subsequently during the evaluation process. The response received by the City from a Proponent shall, if accepted by the City, form an integral part of that Proponent's Proposal. However, Proponents are cautioned that any verifications or clarifications sought will not be an opportunity either to correct errors or change their Proposals in any substantive manner. Such clarification shall be deemed an amendment to such Proponent's Proposal.

4.4 Period Open for Consideration

The Proposals received shall remain open for the City's consideration for a period of thirty (30) days following the RFP Closing Date in order to allow for the City to undertake the evaluation of the Proposals received and to undertake the negotiations as provided for herein.

The draft contract which will form the basis of the negotiations between the City and the selected Proponent(s) is attached hereto as Schedule "E".

4.5 Information Disclosure and Confidentiality

All documents submitted to City will be subject to the protection and disclosure provisions of the *Freedom of Information and Protection of Privacy Act* ("FOIP"). It also prohibits City from disclosing the Proponent's personal or business information where disclosure would be harmful to the Proponent's business interests or would be an unreasonable invasion of personal privacy as defined in sections 17 and 21 of FOIP. Proponents are encouraged to identify what portions of their Proposals are confidential and what harm could reasonably be expected from its disclosure. However, the City cannot assure Proponents that any portion of the Proposals can be kept confidential under FOIP.

4.6 Independent Determination

A Proposal will not be considered by the City if it was not arrived at independently without collusion, consultation, communication or agreement as to any matter, such as prices, with any other Proponent.

4.7 Documents

All documents submitted by a Proponent shall become the property of City upon being presented, submitted, or forwarded to City. Should any documents be submitted electronically, notwithstanding the prohibition on same contained elsewhere in this RFP, then their content and the media they are contained in shall also become the property of City upon their being presented, submitted or forwarded to City.

4.8 Use of Documents, Drawings and Ideas

Notwithstanding anything contained in this RFP as to the purpose for the submission of Proposals, the City may use the concepts, ideas, suggestions, and directions contained within the documents, drawings, plans, written descriptions and other materials contained in Proposals and in any communication surrounding the Proposals provided by the Proponents or their agents, for any purpose whatsoever including, but not limited to, use of portions of the Proposals or of ideas, information, enhancements to the Evaluation Criteria and designs contained therein in other City works. For clarity, the confidentiality obligations set out herein applicable to the City's use of information shall not interfere with the City's right to use concepts, ideas, suggestions and directions as herein described.

4.9 Canadian Free Trade Agreement

The provisions of the Canadian Free Trade Agreement (“CFTA”) apply to this Proposal.

4.10 Law and Forum of Proposal

The law to be applied in respect of this RFP shall be the law of the Province of Ontario and all civil actions commenced in relation to this RFP shall be adjudicated by the Courts of the Province of Ontario. By submitting a Proposal, the Proponent is deemed to have agreed to attorn to the jurisdiction of the Courts of the Province of Ontario.

Schedule A
Scope of Work

The purpose of this project is to deliver a Housing Needs Assessment to ensure that the City has detailed reliable and valid data that meets CMHC criteria as put forth in CMHC's Housing Needs Assessment Template (See Schedule D). **The report must accurately capture the current demand of housing by type across the housing spectrum.**

The Housing Needs Assessment will include a detailed breakdown of the City's current need for housing. This is information that has never been captured. As part of this project, the City will provide data related to the current supportive housing demand that exists in Kenora. This data will be provided by the local housing agency that has details need broken down by the number of individuals and the number of bedrooms currently required. **Demand for market housing is not known with any level of accuracy at this time and must be determined through this project.** To generate this data, the Proponent will need to interview employers (a minimum of 20 of the larger businesses), speak to local real estate agents (a minimum of 4) and local landlords of market rate multi-unit complexes and landlords of rental units in general. A survey of local smaller businesses will also be required (the City has the contact information required to conduct the survey). The City of Kenora will help identify contacts for all engagement listed above.

The Housing Needs Assessment should include, but not be limited to, the following:

- A detailed breakdown of the number of market rate multi unit and single-family unit housing units required to meet the current housing gap;
- A detailed breakdown of the number of social housing units required to meet the housing gap in that category of housing (to be provided by the Kenora District Services Board);
- Examination of past and future growth trends utilizing, migration and immigration patterns, employment categories and income trends;
- Documentation of current housing inventory, including the number of non-market and market rental units, vacancies or waiting list numbers (supportive housing data to be provided), average market rents, and average prices for homeownership;
- Delivery of an Affordability Analysis using the definitions of affordable and attainable housing, calculation and comparison of affordable and attainable prices and rents for different household incomes in the City to market prices and rents to identify potential gaps in the market;
- Examination of current and future housing needs to determine types and requirements across the housing spectrum to first meet current demand and to second, meet future needs once current demand is satisfied.;
- Completion of Schedule D – The CMHC Housing Needs Assessment Template.

There will be two reports. One, the current needs assessment. Two, final report will include a consolidation of the work completed, including the summary of methods used to capture current housing shortfalls, and reasoning for all decisions and recommendations. Completion of the CMHC template is also required. (The City does have population projections {completed Q4 2024} that can be shared to support the project).

Considerations should include, but are not limited to the following:

i) Information on previous housing development projects within the City including constraints and successes;
ii) A detailed future household and residential forecast for the City;
iii) An economic and market analysis of proposed housing requirements based on information gathered through this project and population growth projections (provided by the City and completed in Q4 2024.

The Proponent can anticipate to work closely with the Director of Economic Development and Tourism and key municipal personnel throughout the assignment.

As part of the Scope of Work, Proponents will submit an engagement strategy in support of capturing information and perspectives from external stakeholders such as businesses and organizations as outlined in paragraph two of the scope of work.

The City reserves the right to control all aspects of the Housing Needs Assessment process.

The above scope of work may be adjusted by the City as appropriate to achieve a final report.

Schedule B
Evaluation

Criteria	**Mark (%)**	**Points available**
Strength of the team that will conducting the work on the project	20	
Experience of the proposed team doing similar projects	30	
Proposed engagement strategy	10	
Proposed methodology, timeline and milestones	20	
Price	20	
Total Points Available		**100**

Following the initial scoring, a short list will be created. Phase 2 of the evaluation will include an interview and a request for references. The short list will be scored based on the strength of the interview and references.

Points will be awarded on a scale of 0 to 10 as follows:

Score	**Description**
0-2	UNACCEPTABLE: does not satisfy the requirements of the criterion in any way
3	VERY POOR: address some requirements but only minimally
4	POOR: addresses most of the requirements of the criterion but is lacking in critical areas
5	MARGINAL: barely meets most of the requirements of the criterion to a minimum acceptable level
6	SATISFACTORY: average capabilities and performance, and meets most of the requirements of the criterion
7	ABOVE AVERAGE: fully meets all of the requirements of the criterion
8	SUPERIOR: exceeds the requirements of the criterion
9-10	EXCEPTIONAL: feature is clearly exceptional to the requirements of the criterion

Schedule C
Price

Proponents will submit a detailed breakdown of pricing based on the Scope of Work identified in Schedule A.

Costs will break down labour and disbursements in support of the project.

Please provide a separate price for the completion of the CMHC Housing Needs Assessment Template.

Budget: The total budget for this project cannot exceed $35,000 including disbursements plus HST.

Schedule D –CMHC Housing Needs Assessment Template

Housing Needs Assessment

[Community Name]

Table of contents

ARTICLE 1Preface

Canada's Housing Plan and Budget 2024 both signaled the Government of Canada's intent to use Housing Needs Assessments (HNAs) as a key tool in its evidence-based long-term approach to addressing housing needs across the country. This includes the renewal of the Canada Community-Building Fund and the previously announced permanent transit funding.

As the federal government strives to become a more informed investor, evidence-based tools that provide a clear assessment of local needs and gaps will be required to inform decision making. HNAs will help all levels of government understand the local housing needs of communities - how they may relate to infrastructure priorities - by providing the data necessary to determine what kind of housing needs to be built and where. The intent is to promote systematic planning of infrastructure that takes into consideration current and future housing needs.

1.1 Funding Requirement

Under the Housing Accelerator Fund, the Government of Canada currently requires funding recipients to complete an HNA by year 3 of the program, if one has not already been completed within two years of the 2022 federal budget announcement (April 7, 2022).

Going forward, HNAs will be required for:

- Communities with a population of 30,000 and over receiving funding through the Canada Community-Building Fund;
- Communities with a population of 30,000 and over receiving funding through permanent transit funding; and,
- Future federal infrastructure funding applicants as required.

Once an HNA has been completed as a federal program requirement, a community will not be required to complete a new one for other Housing, Infrastructure and Communities Canada programs, other than to update it every five years.

1.2 Purpose

When done properly and regularly, an HNA will allow a community to answer fundamental questions such as:

- Where does the greatest housing need exist in our community?
- How can we set meaningful housing targets and measure progress to support the right kind of housing for all residents?

- How much housing, which size and at what price point do we need to ensure that all current and future households can live in suitable, adequate and affordable housing?

HNAs will allow all levels of government (federal, provincial/territorial and municipal) to use this evidence base to inform their investments in enabling and supportive infrastructure as well as guide their policy and regulatory decision-making. HNAs as a tool can help communities plan for and build housing more effectively to address the needs of their residents and instill transparency and accountability across the board.

This HNA template has been informed by best practices from jurisdictions across Canada, consultations with experts, and engagements with provinces and territories. These include the City of Vancouver's *Housing Needs Report* and the City of Edmonton's *Affordable Housing Needs Assessment* (for the affordable housing side of needs assessments), as well as the Housing Research Collaborative at the University of British Columbia which brought together a national network of researchers and experts to develop the Housing Assessment Resource Tool (HART). The HART project provides formatted data from Statistics Canada on key housing indices such as core housing need for a wide variety of jurisdictions and geographic levels.

Based on these best practices, this guidance document includes the following necessary information, explained in more detail below.

1. Development and use of Housing Needs Assessments
2. Community profiles and trends
3. Household profiles and economic characteristics
4. Priority groups
5. Housing profiles
6. Projected housing needs and next steps

Communities completing an HNA as a requirement for federal infrastructure programming will be expected to complete all sections outlined in this template. Communities may use a previously completed HNA if an updated version is available; however, communities would be expected to address any gaps related to any of the sections of the guidance document – both qualitative and quantitative – between their existing HNA and this federal template. Additional details about the timelines for completion and submission of HNAs will be provided with specific infrastructure funding programs (e.g. Canada Community-Building Fund).

While responding to the written questions, please use as much space as required.

ARTICLE 21. Methodology

In this section, applicants should outline the research methodology used to inform the completion of the assessment, where the methodology is derived from, any assumptions used, and any necessary justification. While different assessments may incorporate unique methodological elements or considerations depending on context, the following methods should generally be outlined:

- **Quantitative research** such as economic data, population and household forecasts; and,
- **Qualitative research** such as interviews, policy analysis and stakeholder engagement.

Both qualitative and quantitative aspects of this guidance document are equally important.

Communities will be required to engage with key stakeholders in the housing sector, including non-profit housing providers, developers, and public entities, as well as those with specific lived experiences, to develop a comprehensive Housing Needs Assessment (HNA). This section should include what forms of engagement were conducted, with whom, how learnings were incorporated into or informed the HNA's findings, and what engagement opportunities may exist to share findings with the community.

To the extent possible, publicly available data from the following sources will be prepopulated to facilitate automated completion of the quantitative components of the assessments:

- Statistics Canada Census Data
- CMHC Housing Market Information Portal
- Statistics Canada Housing Statistics Dashboard
- CMHC Demographic Projections: Housing Market Insights, June 2022
- CMHC Proximity Measures Database
- Housing Assessment Resource Tool Dashboard
- Canadian Housing Evidence Collaborative – Housing Intelligence Platform

In addition to this data, communities are required to incorporate internal and non-public facing, non-confidential data, into their HNAs in order to more fully capture local contexts and realities as needed.

Data fields highlighted in yellow identify where municipalities will have to source the data.

If this data is unavailable at the time of completion of the first HNA, communities are expected to collect these data points for future iterations. Other fields will be prepopulated. Fields marked with an asterisk (*) indicate data points which are unavailable from the source or suppressed due to low counts.

Please provide data from the latest census except where otherwise indicated.

(a) 1.1 Please provide an overview of the methodology and assumptions used to develop this Housing Needs Assessment, using the guidelines above. This should include both quantitative and qualitative methods. Please also identify the publicly available data sources used to complete this assessment beyond the sources listed above, if applicable.

(b) 1.2 Please provide an overview of the methodology and assumptions used to engage with stakeholder groups, e.g. non-profit housing organizations, in the development of this Housing Needs Assessment. This should include qualitative and quantitative methods. Please provide a description of who was engaged, the type of engagement that took place, and the nature of the engagement (e.g. interviews, consultations)

(c) 1.3 Please provide an overview of the methodology and assumptions used to conduct engagement with the priority groups (identified in Section 4) in the development of this Housing Needs Assessment. This should include qualitative and quantitative methods. Please provide a description of who was engaged, the type of engagement that took place, and the nature of the engagement (e.g. interviews, consultations). If a private individual has been engaged, please anonymize and remove any identifying features from the narrative.

ARTICLE 32. Community Profile and Trends

In this section, communities are expected to tell their housing story through the lenses of their community and household profiles using both qualitative and quantitative data. Communities may structure this information in different ways, including by providing past benchmarks, present figures, future projections, and current growth rates at a local, regional and provincial level.

(a) 2.1 Please detail the existing municipal housing policy and regulatory context, such as approved housing strategies, action plans and policies within Official Community Plans.

(b) 2.2 Community Profile

2.2.1 Population		
Characteristic	**Data**	**Value**
Total Population (Number)	2016	
	2021	
Population Growth (Number)	Total	
	Percentage	
Age (Years)	Average	
	Median	
Age Distribution	0 - 14 years	
	15 - 64 years	
	65+ years	
Mobility	Non-movers	
	Non-migrants	
	Migrants	

2.2.2 Demographic Information		
Characteristic	**Data**	**Value**
Immigrants	Total	
Non-Immigrants	Total	
Recent Immigrants (2016-2021)	Total	
Interprovincial migrants (2016-2021)	Total	
Indigenous Identity	Total	

(c) 2.3 How have population changes in your community as illustrated by the above data impacted your housing market?

ARTICLE 43. Household Profiles and Economic Characteristics

This section should provide a general overview of income, housing and economic characteristics of the community being studied. Understanding this data will make it easier to observe the incidence of housing need among different socio-economic groups within the community. Income categories could be used for this analysis and can be completed in accordance with the HART methodology and CMHC data.

Area Median Household Income (AMHI) can be used as the primary basis for determining income brackets (as a percentage of AMHI) and corresponding housing cost ceilings.

This section should also outline the percentage of households that currently fall into each of the income categories previously established. This will allow a better understanding of how municipalities compare to Canadian averages, and the proportion of households that fall into each household income category. This will also allow for a better understanding of drop-off levels between total households and the number of units required to meet anticipated need or demand in each category. Housing tenures allow for the comparison of renter and owner-occupied households experiences and is important for understanding a community's housing context.

Using a stratified, income-based approach to assessing current housing needs can enable communities to target new housing development in a broader and more inclusive and equitable way, resulting in housing that can respond to specific households in core housing need. This is shown in the next section.

(a) 3.1 Household Profiles

3.1.1 Household Income and Profile		
Characteristic	**Data**	**Value**
Total number of households	2016	
	2021	
Household income (Canadian dollars per year)	Average	
	Median	
Tenant Household Income (Canadian dollars per year, only available at CMA or CA Level) - Data from [CMA or CA name]	Average	
	Median	
Owner household income (Canadian dollars per year, only available at CMA or CA Level) - Data from [CMA or CA name]	Average	
	Median	
Average household size (Number of members)	Total	
Breakdown of household by size (Number of households)	Total	
	1 person	
	2 persons	
	3 persons	
	4 persons	
	5 or more persons	
Tenant households (Number of households)	Total	
	Percentage	
Owner households	Total	

3.1.1 Household Income and Profile		
Characteristic	**Data**	**Value**
(Number of households)	Percentage	
Percentage of tenant households in subsidized housing	Percentage	
Households within 800m of a higher-order/high frequency transit stop or station (#)	Total	
Number of one-parent families	Total	
	Percentage	
Number of one-parent families in which the parent is a woman+	Total	
Number of one-parent families in which the parent is a man+	Total	
Number of households by Income Category	Very Low (up to 20% below Area Median Household Income (AMHI)	
	Low (21% – 50% AMHI)	
	Moderate (51 – 80% AMHI)	
	Median (81% - 120% AMHI)	
	High (>120% AMHI)	

(b) 3.2 Please provide context to the data above to situate it within your municipality. For example, is there a significant number of one-parent families? Are owner household incomes far surpassing tenant household incomes?

(c) 3.3 Suppression of household formation (e.g., younger people living with their parents due to affordability pressures) and housing demand (e.g., “driving until you qualify”) can both indicate strained local housing market conditions. Please provide any data or information that speaks to how suppression of the formation of new households and suppression of housing demand has impacted your community since 2016, and how projected formation patterns are expected to be impacted over the next 5 to 10 years. Please indicate methods used to determine expected household formation, such as calculating headship rates broken down by specific age estimate impacts.[1]

[1] *We recognize that some municipalities may not have this data available at the time of completion, but encourage them to do their best in addressing this question. Municipalities will be expected to build this expertise in subsequent iterations of their Housing Needs Assessments.*

(d) 3.4 Economic Conditions

3.4.1 Economy and Labour Force		
Characteristic	**Data**	**Value**
Number of workers in the Labour Force	Total	
Number of workers by industry (Top 10 only)	Industry 1	
	Industry 2	
	Industry 3	
	Industry 4	
	Industry 5	
	Industry 6	
	Industry 7	
	Industry 8	
	Industry 9	
	Industry 10	
Unemployment rate and participation rate (Percent)	Unemployment rate	
	Participation rate	
All classes of workers (Number)	Total	
Employees (Number)	Total	
Permanent position (Number)	Total	
Temporary position (Number)	Total	
Fixed term (1 year or more, Number)	Total	
Casual, seasonal or short-term position	Total	

3.4.1 Economy and Labour Force		
Characteristic	**Data**	**Value**
(less than 1 year, Number)		
Self-employed (Number)	Total	
Number of commuters by commuting destination	Within census subdivision	
	To different census subdivision	
	To different census division	
	To another province/territory	
Number of commuters by main mode of commuting for the employed labour force with a usual place of work or no fixed workplace address	Car, truck or van	
	Public transit	
	Walked	
	Bicycle	
	Other method	

(e) 3.5 How have labour conditions (e.g., prevalence of precarious employment, temporary or seasonal workforces, reliance on sectors such as natural resources, agriculture, tourism, etc.) in your community impacted housing supply and demand?

(f) 3.6 Households in Core Housing Need

A household is considered to be in core housing need if it meets two criteria:

1. A household is below one or more of the national adequacy, suitability and affordability standards; and,
2. The household would have to spend 30% or more of its before-tax household income to access local housing that meets all three standards.

Housing is considered to be affordable when housing costs less than 30% of before-tax household income. Housing is considered to be suitable when there are enough bedrooms for the size and make-up of the household. Housing is considered to be adequate when it is not in need of major repairs. Determining the percentage of core housing need would facilitate comparison with forecasts of population growth and household formation, in turn enabling more accurate projection of anticipated housing needs broken down by different factors such as income, household size and priority population, as explained below. It is important to note that official measures of those in core housing need exclude key groups, including those experiencing homelessness, students living independently of their guardians, people living in congregate housing, and migrant farm workers. This means that core housing need figures may underestimate overall housing need. Due to this, communities should also strive to include as much information as possible about these groups in the Priority Groups section below, in order to provide a comprehensive picture of who is affected by core housing need.

Please use the following section to insert the following Housing Assessment Resource Tools Data Tables (Housing Needs Assessment Tool | Housing Assessment Resource Project)

Income Categories and Affordable Shelter Costs:

Percentage of Households in Core Housing Need, by Income Category and Household Size:

2021 Affordable Housing Deficit:

Characteristic	Data	Value
Affordability – Owner and tenant households spending 30% or more on shelter costs (# and %)	Total	
	Percentage	
Affordability – Owner and tenant households spending 30% or more on shelter costs and in core need (# and %)	Total	
	Percentage	
Affordability – Tenant households spending 30% or more of income on shelter costs (# and %)	Total	
	Percentage	
Affordability – Tenant households spending 30% or more of income on shelter costs and in core need (# and %)	Total	
	Percentage	
Affordability – Owner households spending 30% or more of income on shelter costs (# and %)	Total	
	Percentage	

Characteristic	Data	Value
Affordability – Owner households spending 30% or more of income on shelter costs and in core need (# and %)	Total	
	Percentage	
Adequacy – Owner and tenant households in dwellings requiring major repair (# and %)	Total	
	Percentage	
Adequacy – Owner and tenant households in dwellings requiring major repair and in core need (# and %)	Total	
	Percentage	
Adequacy – Tenant households in dwellings requiring major repairs (# and %)	Total	
	Percentage	
Adequacy – Tenant households in dwellings requiring major repairs and in core need (# and %)	Total	
	Percentage	
Adequacy – Owner households in dwellings requiring major repairs (# and %)	Total	
	Percentage	
Adequacy – Owner households in dwellings requiring major repairs and in core need (# and %)	Total	
	Percentage	
Suitability – Owner and tenant households in unsuitable dwellings (# and %)	Total	
	Percentage	
Suitability – Owner and tenant households in unsuitable dwellings and in core need (# and %)	Total	
	Percentage	
Suitability – Tenant households in unsuitable dwellings (# and %)	Total	
	Percentage	
Suitability – Tenant households in unsuitable dwellings and in core need (# and %)	Total	
	Percentage	

Characteristic	Data	Value
Suitability – Owner households in unsuitable dwellings (# and %)	Total	
	Percentage	
Suitability – Owner households in unsuitable dwellings and in core need (# and %)	Total	
	Percentage	
Total households in core housing need	Total	
Percentage of tenant households in core housing need	Percentage	
Percentage of owner households in core housing need	Percentage	

(g) 3.7 Please provide any other available data or information that may further expand on, illustrate or contextualize the data provided above.

ARTICLE 54. Priority Groups

There are 12 groups that CMHC defines as priority populations for affordable homes: groups who face a proportionally far greater housing need than the general population. There is also a 13th group, women-led households and specifically single mothers, implied in the National Housing Strategy which targets 33% (with a minimum of 25%) of funding going to housing for women-led households. Priority population groups are:

- Women and children fleeing domestic violence
- Women-led households, especially single mothers
- Seniors 65+
- Young adults aged 18-29
- Indigenous Peoples
- Racialized people
- Recent immigrants, especially refugees
- LGBTQ2S+
- People with physical health or mobility challenges
- People with developmental disabilities
- People dealing with mental health and addictions issues
- Veterans
- People experiencing homelessness

Census data does not disaggregate core housing need data by all priority populations, including veterans, individuals who identify as LGBTQ2S+, survivors of domestic violence, and individuals experiencing homelessness. Many households may have members in multiple priority categories which may also not be represented in the data. With these limitations in mind, information on housing need by priority population would be helpful for developing inclusive housing policies.

(a) 4.1 What information is available that reflects the housing need or challenges of priority populations in your community? If data is available, please report on the incidence of core housing need by CMHC priority population groups in your community. If no quantitative data is available, please use qualitative information to describe the need for these priority populations.

(b) 4.2 Please describe the incidence and severity of homelessness in your community, including an estimated number of individuals and/or families experiencing homelessness (hidden, visible, chronic, living in encampments, and episodic). If available, please include recent Point-in-Time counts.

(c) 4.3 Please describe local factors that are believed to contribute to homelessness in your community (e.g., the closing of a mental health facility, high numbers of refugee claimants, etc.).

(d) 4.4 Please identify temporary and emergency relief resources available for individuals experiencing homelessness in your community (e.g., number of shelter beds, resource centres, number of transitional beds available). If possible, please indicate whether capacity levels are commensurate with need. There will be an opportunity to provide information on local permanent solutions and resources further down.

(e) 4.5 Some groups, including students, those in congregate housing, and temporary foreign workers, may be excluded from publicly available core housing need data sources. Communities are encouraged to use this section to describe the housing needs of these respective populations to ensure that all groups are represented in their HNA.

ARTICLE 65. Housing Profile

(a) 5.1 Key Trends in Housing Stock:

This section should tell a story of housing changes over time in a community through trends in net change of affordable or below-market housing. This should be expressed through illustrations of net losses or net gains in affordable and non-market housing over the previous three census periods.

(b) 5.2 Please provide a brief history of how housing in the community has been shaped by forces such as employment growth and economic development, infrastructure, transportation, climate impacts, and migration. Please include any long-term housing challenges the community has faced:

5.2.1 Housing Units: Currently Occupied/Available		
Characteristic	**Data**	**Value**
Total private dwellings	Total	
Breakdown by structural types of units (number of units)	Single-detached	
	Semi-detached	
	Row house	
	Apartment/flat in a duplex	
	Apartment in a building that has fewer than 5 storeys	
	Apartment in a building that has 5 or more storeys	
	Other single attached	
	Movable dwelling	
Breakdown by size (number of units)	Total	
	No bedrooms	
	1 bedroom	
	2 bedrooms	
	3 bedrooms	
	4 or more bedrooms	
Breakdown by date built (number of units)	Total	
	1960 or before	
	1961 to 1980	
	1981 to 1990	
	1991 to 2000	

5.2.1 Housing Units: Currently Occupied/Available		
Characteristic	**Data**	**Value**
	2001 to 2005	
	2006 to 2010	
	2011 to 2015	
	2016 to 2021	
Rental vacancy rate (Percent)	Total	
	Bachelor	
	1 bedroom	
	2 bedrooms	
	3 bedrooms+	
Number of primary and secondary rental units	Primary	
	Secondary	
Number of short-term rental units	Total	

(c) 5.3 In the last five years, how many affordable units for low and very low-income households have been built, and how many have been lost? If data is not available, please describe how the loss of affordable housing units may have impacted your community.

(d) 5.4 How have average rents changed over time in your community? What factors (economic, social, national, local, etc.) have influenced these changes?

(e) 5.5 How have vacancy rates changed over time? What factors have influenced this change?

(f) 5.6 How have trends in core housing need changed over time between both tenant and owner-occupied households?

(g) 5.7 Non-Market Housing

5.7.1 Current Non-Market Housing Units		
Characteristic	**Data**	**Value**
Number of housing units that are subsidized	Total	
Number of housing units that are below market rent in the private market (can either be rent or income-based definition)	Total	
Number of co-operative housing units	Total	
Number of other non-market housing units (permanent supportive, transitional, etc.)	Total	

(h) 5.8 Please describe any other affordable and community housing options and needs/gaps currently in your community that are not captured in the table above.

Examples can include:

- Are any of these affordable housing units accessible or specifically designed for seniors, including long-term care and assisted living?
- Does your municipality provide rent supplements or other assistance programs that deepen affordability for households?
- Is your community in need of supportive housing units with wrap-around supports, such as for those with disabilities?

(i) 5.9 Housing Trends

5.9.1 Housing Values		
Characteristic	**Data**	**Value**
Median monthly shelter costs for rented dwellings (Canadian dollars)	Median	
Purpose-built rental prices by unit size (Average, Canadian dollars)	Total	
	Bachelor	
	1 bedroom	
	2 bedrooms	
	3 bedrooms+	
Purpose-built rental prices by unit size (Median, Canadian dollars per month)	Total	
	Bachelor	
	1 bedroom	
	2 bedrooms	
	3 bedrooms+	
Sale prices (Canadian dollars)	Average	
	Median	
Sale prices by unit size (Average, Canadian dollars)	Average	
	Bachelor	
	1 bedroom	
	2 bedrooms	
	3 bedrooms+	
Sale prices by unit size	Median	

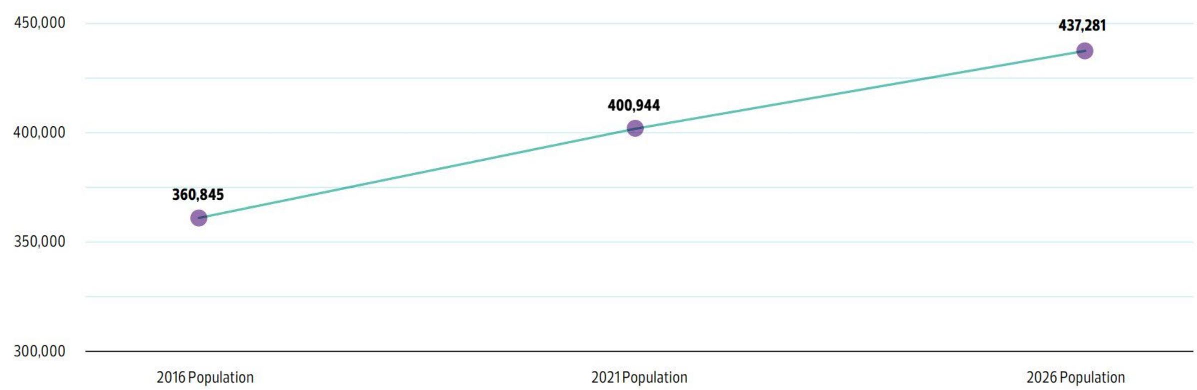
5.9.1 Housing Values		
Characteristic	**Data**	**Value**
(Median, Canadian dollars)	Bachelor	
	1 bedrooms	
	2 bedrooms	
	3 bedrooms+	

5.9.2 Housing Units: Change in Housing Stock		
Characteristic	**Data**	**Value**
Demolished – breakdown by tenure	Tenant	
	Owner	
Completed – Overall and breakdown by structural type (annual, number of structures)	Total	
	Single	
	Semi-detached	
	Row	
	Apartment	
Completed – Breakdown by tenure (annual, number of structures)	Tenant	
	Owner	
	Condo	
	Coop	
Housing starts by structural type and tenure	Total	

ARTICLE 76. **Projected Housing Needs and Next Steps**

This section aims to answer the question, how much and what type of housing is needed to meet the needs of the population over the next 10 years? How will this Housing Needs Assessment (HNA) be meaningfully used in planning and investment decisions?

This section projects population trends from the previous 10 years, dividing by income category and target housing costs while considering migration trends. An example of a benchmarked projection from Edmonton's Affordable Housing Needs Assessment is provided below.



Household Growth Projection 2016- 2026. Source: Edmonton Affordable Housing Needs Assessment – August 2022

HNAs should be able to convey through their data-driven narrative how many housing units are needed by income category, household size and dwelling type over the next 10 years. In completing this section, communities must carefully consider their past growth trends and future demographic projections, including recent immigration patterns, aging population dynamics, and economic trends. Furthermore, it is also crucial for communities to consider any pre-existing housing shortages, as evidenced by indicators such as recent trends in rental vacancy rates, growth in prices/rents, the number of households in core housing need, and the aging of their current housing stock.

(a) 6.1 Projection Methodology Guidelines

There are several projection methodologies that can be used to project housing demand, including the HART housing needs projection here. The federal government recommends using the HART methodology as a reference point, with additional considerations and data points to improve the validity of the methodology. These considerations, including economic data integration and supply capacity and gaps as well as steps for calculating the methodology are noted below. Provinces and territories, in consultation with their municipalities/communities, are invited to use a methodology that fits their regional circumstances, ensuring the assumptions that inform their preferred methodology are also clearly explained The federal government will review the HNAs as a requirement for its various funding programs and assess the methodology and assumptions that inform it for their validity and robustness. If needed, further engagements can take place to better align the preferred methodology with the federal government's expectations.

In employing a projection methodology, jurisdictions may find the following list of key considerations and steps useful. The following approach involves first projecting the population into the future, then projecting household formation from headship rates, and then **demand for housing by tenure, dwelling type and size, family type and income groups**. Following the Population Projection, Household Projection and Housing Demand Projection steps, a table is presented of the key considerations for each step in the process.

Step 1: Population Projection

- Conceptually the projected population is calculated as the survived population + births + projected net migrants. An example of an accepted method to calculate population projection is the Cohort-Component population projection method.

Step 2: Household Projection

- Project family and non-family households separately by multiplying the projected population by age group in a given year with projected headship rates (household formation) by age group in a given year.
  - A headship rate represents the probability that a member of a given age group will head (maintain) a household of a given type (family or non-family). Historical headship rates are calculated as the ratio of household heads in an age group to the population of that age group.
  - Total headship rates can be determined by adding family and non-family headship rates together for a given age group and year. An increase in the total headship of any particular age group means that overall a higher proportion of that group heads households than previously. The converse holds true for a decrease in the total headship rate. Thus, the total rate is an overall indication of the propensity to form households in a particular age group.
- Project both family and non-family households by household type (composition), including couples without children, couples with children, lone parents, multiple-family households, one-person households, and other non-family households. This can be achieved by multiplying the projected number of households in a particular age group by the projected household type proportions for that age group.

    - Historical proportions for family households are the ratio of the number of family households of a given type in an age group to the total number of family households headed by that age group.
    - Historical proportions for non-family households are the ratio of the number of non-family households of a given type in an age group to the total number of non-family households headed by that age group.
- Project net household formation according to family and non-family household types by calculating the difference between projected households in successive years.

<u>Step 3: Housing Demand (Need) Projection</u>

- Project the number of owner households within a particular age range and household type by multiplying projected household by type (family and non-family) by projected ownership rates.
- Project the number renter households by calculating the difference between projected households and the number of projected owner households.
    - Historical ownership or renter rates are the ratio of the number of owning/ or renter households of a given type and age of head to the total number of households (owners and renters combined) of that type and age of head.
- Project dwelling type (single, semi, row, apartment) by multiplying projected age-specific renter and owner dwelling choice propensities by household type (family and non-family) with the projected number of renter and owner households of the given household type and age group.
    - Historical dwelling choice (occupancy) propensities describe the proportion of a given household type, tenure, and age of head group occupying each of the four dwelling types.
- Finally, communities should integrate assessments of pre-existing housing shortages into their final calculations. This integration should be informed by a thorough review of the preceding quantitative and qualitative analyses within the HNA. Additionally, communities should utilize the data and more advanced methodologies detailed in the Annex to ensure a comprehensive estimation of these shortages.

HART Household Projections – Projected Households by Household Size and Income Category

- The HART methodology estimates the total number of units by type (number of bedrooms) and with reference to income categories that will be needed to house a community's projected population.

Please use the Housing Assessment Resource Tools Households Projections tab to fill out the table below for your jurisdiction – [Housing Needs Assessment Tool | HART]

6.1.1 Projected Households by Household Size and Income Category						
HH Income Category	**1 person**	**2 person**	**3 person**	**4 person**	**5+ person**	**Total**
Very Low Income						
Low Income						
Moderate Income						
Median Income						
High Income						
Total						

Key Considerations

(i) Population

- It is strongly advised to use the updated post-census population estimates for 2022 as your base population provided by Statistics Canada's demographic estimates division. These estimates account for any discrepancies in population counts, whether they are undercounts or overcounts. These estimates also smooth out the sharp downturn in immigration due to the pandemic in 2020/21. Please refer to annex for links to Statistics Canada CSD and CMA estimates.

- If historical fertility, survival and mortality rates by age category are stable and not trending, apply average historical rates to current population by age to project forward. If rates do trend by age over time, estimate the average change in rates in percentage points and add to current rates when projecting forward for the baseline scenario.

- For larger communities and centres where the data exists, disaggregate and project baseline net migration flows for respective components (i.e., net interprovincial, net intra migration and net international). Disaggregate net international migration and project its components further (emigration, returning Canadians, non permanent residents, etc.) and use recent growth trends per flow to project total net international migration. In projecting international migration, it will be important for communities to use the more updated federal immigration targets as an anchor.

- Because of the economic uncertainty triggered by the COVID-19 pandemic and potential future shocks, larger communities are expected to create one additional population scenario (high) to supplement the baseline. Utilize StatsCan projection methodology for fertility, survival, and migration to establish the high scenario. Consult Statistics Canada's population projection report cited in the appendix. Communities should avoid using low population or migration scenarios to prevent housing need undercounting.

- **Smaller Communities:**
  - In smaller centers where population projection scenarios are unavailable from StatsCan, but there is the capacity to generate them, cities can resort to using historically high population growth rates or migration scenarios as alternative methods for projecting future population.
  - One industry communities should also develop multiple population scenarios to manage economic volatility

(ii) Household Projections

- Headship rate is commonly defined as the ratio of the number of households by age to the population of adults by age in each community and can be used to project future households.

- If historical headship rates data is not trending or stable by age, apply the average historical census family/non-family headship rates by age group to the corresponding population within each age group.

- If historical headship rates by age is showing a trend over time, include the average historical census family/non-family headship rates percentage point change to the current headship rate. Subsequently, apply these adjusted headship rates by age to the corresponding population within each age group. By incorporating average historical headship rates into household projections, communities can mitigate the impact of potential decreases in recent headship rates that may be due to housing unaffordability, therefore avoiding artificially low household projections.

- **Optional for Smaller Communities:**

  - For the younger population aged 18-34, predict family/non-family headship rates using economic modeling. See UK study in annex for further guidance.

  - Project household composition by family/non-family households using latest census proportions by family type.

  - Project household size by age for family/nonfamily type by dividing population by households.

(iii) Housing Demand

To project housing demand by tenure:

- If ownership rates for family/non-family households within specific age groups are not showing a trend over time, apply the average historical ownership rates to projected households by age. The remaining households are considered renter households by age.

- If ownership rates for family/non-family households within specific age groups are trending over time, include the average historical percentage point change to the current ownership rates. Apply these adjusted ownership rates to household counts by age to project tenure by age. The remaining households are considered renter households by age.

To project housing demand by dwelling type:

- If historical dwelling propensities by family type, age, and tenure are not exhibiting a trend, apply the average historical demand propensity by type, age, and tenure to project households by type, age, and tenure.

- If historical demand type propensities are trending, incorporate the average percentage point change in demand type propensities to the current propensities. Apply these adjusted propensities to household types to estimate future dwelling propensities.

(iv) Economic Data Integration

- Relying solely on traditional demographic approaches to forecast housing needs can underestimate housing demand.

- Headship rates by age and family type can be projected by considering economic factors as explanatory drivers. These factors could include income, unemployment rates, prices, rents, and vacancy rates.

- CMHC is developing models to project headship rates for household maintainers aged 18-34 in provinces and larger metropolitan areas. Larger communities can benefit from leveraging these projections.

- Using an economic approach to project headship rates and incomes facilitates the estimation of household counts by age, size, tenure, and income. When integrated with dwelling type, price, and rent data, this approach assists in identifying potential households in core housing need.

(v) Supply Capacity & Supply Gaps

- Housing need projections should be adjusted upwards or downwards to account for the **net effects** of conversions, demolitions, and vacant units in each community.

- Where data is available, communities should assess future capacity by compiling data on draft approved serviced lots, categorized by dwelling type and tenure, that will be available for residential development. When combined with household projections by dwelling type and tenure, help estimate supply gaps

- In addition, larger communities can leverage supply gap estimates from CMHC to help inform where need is greatest and to identify housing shortages.

- **Optional for Smaller Communities:**

    – Comparing housing need projections with supply capacity will enable communities to identify potential gaps in supply by dwelling type and tenure.

(b) 6.2 Projection Methodology

Please outline the methodology and calculations used to complete the projections here, including any assumptions made.

6.2.1 Projections		
Characteristic	**Data/Formula**	**Value**
Women by age distribution (# and %)	0-14	
	15-19	
	20-24	
	25-64	
	65-84	
	85+	
Male Births	Births x Estimated Proportion of Male Births	
Female Births	Total births – Male Births	
Survival Rate	Survival rate for those not yet born at the beginning of the census year	
Net Migrations	Net migration (in and out) of those not yet born at the beginning of the census year	
Projected Family Households	Age-group population x projected age-specific family headship rate	
Projected Non-family Households	Age-group population x projected age-specific non-family headship rate	

6.2.1 Projections		
Characteristic	**Data/Formula**	**Value**
Total Projected Headship Rate	Family headship rates + non-family headship rates	
Projected Net Household Formation	Projected households by type (family and non-family) (Year 2) – Projected households by type (family and non-family) (Year 1)	
Projected Owner Households	Projected households by type, year and age group x Projected ownership rate by type, year and age group	
Projected Renter Households	Projected households by type, year and age group – projected owner households by type, year and age group	
Projected Dwelling Choice	Projected households by type, tenure and age group x projected dwelling choice propensities by type, tenure and age group	

(c) 6.3 Population and Households Projections

6.3.1 Anticipated Population by [Year]		
Characteristic	**Data**	**Value**
Anticipated population	Total	
Anticipated population growth	Total	
	Percentage	
Anticipated age	Average	
	Median	
Anticipated age distribution (# and %)	0-14	
	15-19	
	20-24	
	25-64	
	65-84	
	85+	

6.3.2 Anticipated Households by [Year]		
Characteristic	**Data**	**Value**
Current number of households	Total	
Anticipated number of households	Total	
Anticipated Household Age	Average	
	Median	
Anticipated Households by Tenure	Renter	
	Owner	
Anticipated Units by Type	Total	
	Single	
	Semi-detached	
	Row	
	Apartment	
Anticipated Units by Number of Bedrooms	1 bedroom	
	2 bedroom	
	3 bedroom	
	4 bedroom	
	5 bedroom	
Anticipated Households by Income	Average	
	Median	
	Very Low	
	Low	
	Moderate	

6.3.2 Anticipated Households by [Year]		
Characteristic	**Data**	**Value**
	High	
Anticipated average household size	Total	
Draft approved lots by planned housing type	Total	
Draft approved lots by tenure	Tenant	
	Owner	

ARTICLE 87. Use of Housing Needs Assessments in Long-Term Planning

(a) 7.1 This final section aims to determine how your community anticipates using the results and findings captured in the Housing Needs Assessment to inform long-term planning as well as concrete actions that can address identified needs. Please use the following questions to describe how those linkages will be made.

- **How will this HNA inform your official community or development plan, housing policies and/or actions going forward?** For example, if the HNA identifies specific needs in your community across the housing spectrum – such as housing needed for priority populations, units for large households in denser form factors, more diverse structural types such as missing middle housing, or more affordable and higher-density housing near transit - how could actions and changes in policy and planning help address those needs?

- **How will data collected through the HNA help direct those plans and policies as they aim to improve housing locally and regionally, and how will this intersect with major development patterns, growth management strategies, as well as master plans and capital plans that guide infrastructure investments?**

- **Based on the findings of this HNA, and particularly the projected housing needs, please describe any anticipated growth pressures caused by infrastructure gaps that will need to be prioritized and addressed in order to effectively plan and prepare for forecasted growth. This can relate to any type of enabling infrastructure needed for housing, including fixed and non-fixed assets, as well as social, community or natural infrastructure that your local government has identified as a priority for fostering more complete and resilient communities.**

Examples may include:

- Will your public transit system have the capacity to meet increasing demand?
- Will your water and wastewater system have the capacity for additional connections based on the amount of new housing units that will need to be built?
- Will new roads or bridges need to be built to serve new or growing communities?
- Will new schools, parks, community or recreational centres need to be built to serve new or growing communities?
- Will broadband service and access need to be significantly expanded to help new residents and businesses connect? Are there any climate risks or impacts that will affect new growth?

ARTICLE 9 Annex A: Relevant Links for Developing Housing Needs Projections

9.1 Data and Analysis

Housing Statistics - Statistics Canada

Population estimates, July 1, by census subdivision, 2016 boundaries (statcan.gc.ca)

Population estimates, July 1, by census metropolitan (statcan.gc.ca)

Population and demography statistics (statcan.gc.ca)

Population Projections for Canada (2021 to 2068), Provinces and Territories (2021 to 2043) (statcan.gc.ca)

Housing Market Information Portal

UrbanSim – Scenario Modeling

9.2 Reports & Publications

Housing Markets Insight - CMHC's household projections for 8 of Canada's major urban centres until 2042

CMHC - Housing Shortages in Canada Report

University of British Columbia - Housing Assessment Resource Tools (HART)

University of London - Affordability targets: Implications for Housing Supply

Nova Scotia Housing Needs Assessment Report Methodology

Ontario Land Needs Assessment Methodology

British Columbia Affordable Housing Need Assessment Methodology

ARTICLE 10Annex B: Glossary

Affordable Housing: A dwelling unit where the cost of shelter, including rent and utilities, is a maximum of 30% of before-tax household income.

Area Median Household Income: The median income of all households in a given area.

Cooperative Housing: A type of residential housing option whereby the owners do not own their units outright. This would include non-profit housing cooperatives, as stand-alone co-operatives or in partnership with another non-profit, including student housing co-ops, as well as Indigenous co-ops, including those in partnership with Indigenous governments and organizations. This does not, however, include homeownership co-ops or equity co-ops that require an investment, which along with any profit earned, is returned to co-op investors.

Core Housing Need: Refers to whether a private household's housing falls below at least one of the indicator thresholds for housing adequacy, affordability or suitability, and would have to spend 30% or more of its total before-tax income to pay the median rent of alternative local housing that is acceptable (attains all three housing indicator thresholds).

- *Adequate* – Does not require any major repairs, according to residents. Major repairs include those to defective plumbing or electrical wiring, or structural repairs to walls, floors or ceilings.
- *Suitable* – Has enough bedrooms for the size and make-up of resident households, according to guidelines outlined in National Occupancy Standard (NOS).
- *Affordable* – All shelter costs total less than 30% of a household's before-tax income.

Household: A person or a group of persons (other than foreign residents) who occupy a private dwelling and do not have a usual place of residence elsewhere in Canada.

Household Formation: The net change in the number of households.

Supportive Housing: Prioritizes people experiencing chronic homelessness and other vulnerable people who have the highest support needs. It provides long-term affordable housing and a diversity of customized support services.

Permanent Supportive Housing: Prioritizes people experiencing chronic homelessness and other vulnerable people who have the highest support needs. It provides long-term affordable housing and a diversity of customized support services.

Purpose-Built Rental: Also known as the primary rental market or secure rentals; multi-unit buildings (three or more units) which are built specifically for the purpose of providing long-term rental accommodations.

Short-Term Rentals: All or part of a dwelling unit rented out for less than 28 consecutive days in exchange for payment. This includes bed and breakfasts (B&Bs) but excludes hotels and motels. It also excludes other accommodations where there is no payment.

Suppressed Household Formation: New households that would have been formed but are not due to a lack of attainable options. The persons who would have formed these households include, but are not limited to, many adults living with family members or roommates and individuals wishing to leave unsafe or unstable environments but cannot due to a lack of places to go.

Missing Middle Housing: Housing that fits the gap between low-rise, primarily single-family homes and mid-rise apartment buildings, typically including secondary and garden suites, duplexes, triplexes, fourplexes, rowhouses and townhouses, courtyard housing, and low-rise apartment buildings of 4 storeys or less. These housing types provide a variety of housing options that add housing stock and meet the growing demand for walkability. The missing middle also refers to the lack of available and affordable housing for middle-income households to rent or own.

Schedule D – Sample Contract (for illustration purposes only)
<u>**FEE FOR SERVICE AGREEMENT**</u>

THIS AGREEMENT dated the _____ day of _______________, 20___

BETWEEN:

CITY OF KENORA

(hereinafter called the "City")

OF THE FIRST PART

AND:

____

(hereinafter called the "Contractor")

OF THE SECOND PART

WHEREAS the Contractor has agreed to provide to the City the Services and the City has agreed to pay to the Contractor certain sums in consideration of the Services.

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the premises and the covenants herein contained, the City and the Contractor covenant and agree each with the other as follows:

8 - DEFINITIONS

Definitions

For the purposes of this Agreement, including the recitals hereto, each of the following expressions have the meanings ascribed to them in this Section 1.1, unless the context otherwise requires:

"**Agreement**", "**hereto**", "**herein**", "**hereby**", "**hereunder**", "**hereof**" and similar expressions when used in this Agreement refer to the whole of this Agreement which includes the attached Schedules and not to any particular Article or Section or portion thereof and include any and every instrument supplemental hereto;

"**Agreement Amount**" means the amount set out in Schedule "C";

"**Commencement Date**" means the _____ day of _____________, 20__;

"**Completion Date**" means the _____ day of _____________, 20__, or such later date as may be agreed upon in writing by the parties;

"**Confidential Information**" has the meaning ascribed to it in Section 5.1;

"**Service Results**" has the meaning ascribed to it in Section 5.4;

"**Services**" means those Services to be provided and performed by the Contractor hereunder, as more particularly described in Schedule "A" hereto, and all other services to be provided or performed as directed by the City;

"**Term**" means the period of time commencing on the Commencement Date and ending on the Completion Date.

Number and Gender

Words importing the singular number only shall include the plural and vice versa and words importing the masculine gender shall include the feminine and neuter gender and words importing persons shall also mean firms, corporations and partnerships and vice versa.

Headings and Division

The division of this Agreement into Articles and Sections and the headings of any Articles or Sections are for convenience of reference only and shall not affect the construction or interpretation of this Agreement.

9 - SERVICES

Services

The Contractor shall provide the Services upon the terms and conditions contained herein.

Commencement and Completion of Services

The Contractor shall commence the Services no later than the Commencement Date and complete the Services on or before the Completion Date, subject always to sooner termination as provided for herein.

Performance of Work

The Contractor shall exercise the degree of care, skill and diligence normally used in performing services of a similar nature to those Services to be provided under this Agreement. All work done in performing the Services under this Agreement shall:

be supervised by competent and qualified personnel;

be performed in accordance with the City's directions and to the City's satisfaction;

comply with the requirements of this Agreement; and

be documented according to the City's requirements.

All work done in performance of the Services shall be subject to such review as the City considers advisable or appropriate. Any work not meeting the requirements of this Agreement may be rejected by the City and shall require appropriate correction by the Contractor. No such review by the City shall relieve the Contractor from the performance of its obligations hereunder.

Warranty of Contractor

The Contractor represents and warrants to the City:

that it has sufficient skill, knowledge, expertise and resources, including qualified and competent personnel, to perform and provide the Services in accordance with the provisions of this Agreement;

that it is not involved in and is not aware of any actual or potential law suit or circumstance which would or could materially affect its ability to perform the Services hereunder and, upon becoming aware of such, it shall immediately notify the City and provide the City with details of the nature of the law suit or circumstance; and

that the entering into of this Agreement and the performance of the Services hereunder shall not cause the Contractor to be in breach of any obligation of confidentiality which the Contractor may owe to any third party, or otherwise cause the Contractor to be in breach of any agreement or undertaking with any third party.

Progress Reports

If required by the City, the Contractor shall provide progress reports to the City and/or attend progress meetings regarding the performance of the Services, in such form and detail and whenever and as often as requested by the City.

Compliance with Legislation

In performing the Services hereunder (including any portion thereof performed by any subcontractors), the Contractor shall comply with the provisions and requirements of all laws, rules and regulations by lawful authority applicable including, without limitation, all relevant legislation, codes, bylaws, regulations and ordinances as well as the City policies, procedures and regulations as are made known to the Contractor by the City.

Where there are two or more laws, codes, bylaws, regulations, ordinances, policies, procedures or regulations applicable to the Services, the more restrictive shall apply. In particular, the Contractor shall at all times observe and cause its personnel, agents and subcontractors to observe the provisions of all applicable environmental, health, safety and labour legislation including, without limitation, the *Labour Relations Acti*, *Workers' Compensation Act, Employment Standards Act* and the *Occupational Health and Safety Act*, all as may be amended from time to time, and including any successor legislation, as well as rules and regulations pursuant thereto. Evidence of compliance with such laws shall be furnished by the Contractor to the City at such times as the City may reasonably request.

In the event the Contractor, its personnel, any agent or subcontractor or their respective personnel, fail to comply with any legislation or any regulations thereunder and the City is required to do anything or take any steps or pay any amounts to rectify such non-compliance, the provisions of Section 4.4 of this Agreement shall apply.

Permits and Licenses

The Contractor shall obtain and pay for all necessary permits or licenses required in connection with providing or performing the Services.

10 **- PERSONNEL**

No Substitution

If specific personnel are designated by this Agreement to perform the Services or any part thereof, the Contractor shall not substitute other personnel for those designated without the prior written consent of the City. If any such personnel shall become no longer available for any reason, the Contractor shall supply a similarly experienced and skilled individual as soon as practicable subject to approval of such individual by the City.

No Subcontractors

The Contractor shall not engage or retain any agent, subcontractor or any other third party for purposes of providing the Services hereunder in whole or in part without the prior written consent of the City (which may be withheld in the City's sole discretion) and on terms and conditions satisfactory the City in its sole discretion. The use of any agents, subcontractor or any other third parties by the Contractor shall in no way relieve the Contractor from its responsibility and obligation to provide the Services in accordance with the provisions of this Agreement.

Removal of Personnel

The Contractor shall forthwith remove from the City's premises and from performance of the Services any officer, employee, agent or subcontractor who is for any reason unsatisfactory to the City including, without limitation, and such person who:

is charged with and convicted of a criminal offence;

fails, in the opinion of the City or in the opinion of the Contractor, to carry out the work required in the performance of the Services in a satisfactory manner including, without limitation, causing any delays in the performance of the Services;

removes any property not belonging to the Contractor, its personnel or any agent or subcontractor, as the case may be, from the City's premises without the prior written consent of the City, or

discloses or uses any Confidential Information contrary to the provisions of Section 5.1 of this Agreement, without the prior written permission of the City;

and, in the case of paragraphs (c) and (d), the Contractor shall take all reasonable steps to ensure that any property removed from the City is promptly returned, or to restrain any further improper disclosure or use of the Confidential Information, as the case may be. Any costs or expenses associated with removal of any such officer, employee, agent or subcontractor shall be the responsibility of the Contractor, including any necessary training costs or expenses associated with replacement persons, as determined by the City.

Compliance with Policies

The Contractor shall ensure that its personnel and agents and subcontractors, when using the City's premises, comply with all security, safety, emergency and access policies, procedures or regulations in effect from time to time on such premises.

Safety

The Contractor shall be responsible for the safety of its personnel and any agents or subcontractors, and all property of the Contractor or its personnel, agents or subcontractors while on the City's premises. The City shall not be responsible for any personal property, tools or equipment that the Contractor or its personnel, agents or subcontractors may bring onto the City's premises.

11 - PAYMENT

Payment

The City shall pay the Contractor in accordance with the provisions of Schedule "B" (Terms of Payment), upon the diligent and timely performance of the Services to the satisfaction of the City. No payment by the City shall relieve the Contractor from the performance of its obligations hereunder.

Excess Payments, Taxes

The City shall not pay any amount exceeding the Agreement Amount or make any payment for any work done by the Contractor after the Completion Date unless prior written authorization has been obtained by the Contractor from the City. All customs duties, excise taxes (including HST), federal, provincial and municipal taxes and other duties, taxes or charges of a similar nature, and all travel and living expenses of the Contractor are included within the Agreement Amount, unless expressly stated otherwise in Schedule "C". If the total cost for man-days spent in performing the Services is less than the Agreement Amount, the City shall not be required to pay to the Contractor any sum in excess of the total cost for man-days actually expended.

No Payment for Costs, Expenses or Damages

The City shall not be required to make any payment to the Contractor under this Agreement for any costs, expenses, losses or damages suffered or incurred:

in performing any work reasonably incidental to the performance of the Services;

as a result of any delays in performing the Services from any cause whatsoever; or

to remedy errors or omissions for which, in the reasonable opinion of the City, the Contractor is responsible.

Performance upon Failure of Contractor

Upon failure of the Contractor (including any of its subcontractors) to perform any of its obligations under this Agreement the City may, but shall not be obligated to perform or engage a third party to perform any of those obligations without prejudice to any other remedy or right it may have and the Contractor, immediately upon written demand, shall pay an amount equal to all costs and expenses incurred by the City in association therewith, plus interest on that amount from the date the cost or expense is incurred until it is paid at the rate of 1.5% per month (19.6% per annum). The City may, in its discretion, deduct any such amount, together with interest, from any payment then or thereafter due by the City to the Contractor, provided that such action shall not be deemed a waiver of any action that the City may pursue to collect any costs or expenses incurred herewith that exceed the amounts owed to the Contractor.

Withholdings

Notwithstanding any other provision of this Agreement, the City shall be entitled to withhold and remit to the appropriate taxing authorities, or otherwise withhold, federal withholding taxes or any other amounts required by law to be withheld from payments made to the Contractor.

If the Contractor is a non-Canadian resident the City shall, as required by federal legislation, deduct all applicable federal withholding taxes. For this purpose, the Contractor shall separately identify in each invoice all work performed in Canada and that performed elsewhere. The Contractor will be provided with evidence of withholdings as required, upon written request.

If the Contractor provides the City with an exemption certificate from Canada Revenue Agency, then the City shall not withhold any federal withholding tax in respect of the payment made to the Contractor in reliance on such certificate of exemption.

The Contractor is responsible for all deductions and remittances required by law in relation to its employees including those required for Canada Pension Plan, employment insurance, workers' compensation or income tax. The City shall have no liability or responsibility for the withholding, collection or payment of income taxes, unemployment insurance, statutory or other taxes or payments of any other nature on behalf of or in respect of or for the benefit of the Contractor or any other person.

The Contractor shall pay all municipal, provincial, or federal sales, excise (including HST) or other taxes or payments of any type payable hereunder to any level of government, and shall indemnify and hold the City, its officials, councilors, representatives, agents and employees harmless against any order, fine, penalty, interest or tax that may be assessed or levied against the City or such persons as a result of the failure or delay of the Contractor to make any such payment or to file any return or information required by any law, ordinance, regulation or other lawful authority.

The City is authorized to pay any demand by any level of government or government agency, including the Workers' Compensation Board, due to a failure by the Contractor, in which event the provisions of Section 4.4 of this Agreement shall apply.

Records

The Contractor shall keep and maintain, at its principal place of business in Kenora, Ontario, or at such other location as may be agreed by the City, adequate and complete records from which any fees, costs, charges, reimbursable expenses or other amounts payable by the City to the Contractor may be readily and accurately determined and verified for each calendar month during the Term of this Agreement. The Contractor shall take such steps as are necessary to maintain such records in accordance with generally accepted accounting practices in Canada.

Such records shall be open to inspection by the City, or its agents, during the Contractor's regular business hours. The Contractor shall be required to retain such records for a period of seven (7) years following expiration or termination of this Agreement.

Audit

The City or its agents shall, from time to time during the Term of this Agreement, and for a period of two (2) years thereafter, during business hours and upon reasonable notice to the Contractor, be entitled to review all or any of the security, quality assurance procedures, accounting or other records and procedures of the Contractor regarding the Services or business relationship between the City and the Contractor affecting any fees, costs, charges, reimbursable expenses or other amounts payable by the City, or any commitments to the City, and to have such records reviewed, audited, inspected or examined by an independent chartered accountant or other auditor or party designated by the City to determine:

whether the Contractor has accurately recorded events or transactions requiring payments of fees, costs, charges, reimbursable expenses or other amounts by the City, as applicable;

the status of the provision of the Services; and

whether the Contractor is complying with the terms of this Agreement.

The costs of any such inspection or audit shall be payable by the City.

Acceptance is Not Waiver

The acceptance by the City, from time to time, of any statement of fees, costs, charges, reimbursable expenses or other amounts delivered by the Contractor or any payment of such amounts based thereon shall not be deemed to be a waiver by the City of any of the Contractor's obligations or the City's rights under this Agreement. However, if the City has not caused an audit or inspection of the Contractor's accounting records or Services for any calendar month to commence within two (2) years of the last day of any such calendar month, the City and the contractor agree that the accounting records and all such amounts paid for that calendar month shall have been deemed to have been made accurately and in full compliance with the provisions of this Agreement.

12 **- INFORMATION AND PROPERTY RIGHTS**

Confidential Information

The Contractor agrees that:

all data, information and material of a confidential nature provided or disclosed to the Contractor by or on behalf of the City;

all data, information and material of a confidential nature concerning the City's business, systems, operations, processes, technology, trade practices, products, services, marketing or other strategic plans, suppliers or customers which is obtained by the Contractor in the performance of its obligations under this Agreement;

the Service Results; and

any and all information or material provided to the Contractor by or on behalf of the City which is marked "CONFIDENTIAL";

and all copies thereof (hereinafter collectively called the "**Confidential Information**") are confidential and constitute valuable and proprietary information and materials of the City and shall be kept strictly confidential, both during and after the Term of this Agreement, and shall only be used for the purpose of providing the Services hereunder. In that regard, such Confidential Information may only be disclosed by the Contractor to those of its officers, employees, agents or subcontractors who have a need to know such information for the purposes of this Agreement and the Contractor shall take appropriate steps, whether by instruction, agreement or otherwise to ensure that such officers, employees, agents and subcontractors keep such information strictly confidential and otherwise comply with the provisions of this Section 5.1.

No Confidential Information shall be copied or provided or disclosed to any other party without the prior written consent of the City, which consent may be withheld in the City's sole discretion.

The Contractor acknowledges that it has no interest in the Confidential Information and shall surrender all Confidential Information in its possession or control (including all copies thereof) to the City immediately upon termination or expiration of this Agreement or at any earlier time upon the City's request, and shall thereafter cease all use of the Confidential Information.

No Obligation to Disclose

The City shall have no obligation to disclose to the Contractor any particular data, information or material which is considered by the City to be sensitive or confidential. All data, information or material which is provided to the Contractor by the City shall be and remain the sole property of the Municipality, and shall be returned to the City immediately upon termination or expiration of this Agreement or at any earlier time upon the City's request.

Injunctive Relief

The parties agree that improper disclosure or use of the Confidential Information will cause irreparable harm to the City, which harm may not be adequately compensated by damages. As a result, the parties agree that, in addition to all other remedies the City may have and not in derogation thereof, the City may seek and obtain from any court of competent jurisdiction injunctive relief in respect of any actual or threatened disclosure or use contrary to the provisions of this Agreement.

Ownership of Service Results

The Contractor agrees that all discoveries, designs, inventions, works of authorship, improvements in any apparatus, device, process, technology or thing, know-how, base materials, research results, data, surveys, maps, plans, schematics, reports (including progress reports referred to in Section 2.5), charges, tabulations, compilations, diagrams, flow-charts, processes, formulae, computer programs, specifications, screen or program layouts, drawings, documents, and notes or materials of any type whatsoever developed, created, conceived of, first reduced to practice or prepared by or on behalf of the Contractor or any officer, employee, agent or subcontractor in performance of the Services either alone or jointly with others (hereinafter collectively called the "**Services Results**") shall be fully and promptly disclosed to the City and shall be the absolute and exclusive property of the City, including any patent, copyright, other intellectual property or other rights of any kind in relation thereto.

The Contractor hereby assigns, transfers and conveys to the City all of its right, title and interest in and to the Service Results and the Contractor shall promptly execute and do or cause to be executed and done any and all documents and things necessary or desirable to give effect to the provisions of this Section 5.4, including the execution of a written assignment of all right, title and interest, whether in law or in equity, to the City for any or all of the Services Results, in form acceptable to the City.

Upon completion of the Services or expiration or termination of this Agreement, whichever is sooner (and from time to time upon request by the City), the Service Results and all copies thereof shall be delivered by the Contractor to the City without demand by the City without demand by the City, together with all supporting materials, explanatory notes and know-how required or reasonably necessary for full and complete disclosure of such Service Results and to enable the City to understand, use and modify the Service Results without assistance. No use may be made of the Service Results by the Contractor other than in connection with the performance of the Services hereunder.

The Contractor hereby waives absolutely (and shall cause any other persons to waive absolutely) in favour of the City, its successors and assigns, any moral rights the Contractor or such other persons have or may at any time hereafter have in the Service Results.

Protection of Rights

The Contractor shall, at the request and expense of the City, execute or cause to be executed any documents and do or cause to be done all things which may be necessary or desirable to enable the City to file of and prosecute applications for patents, file for and obtain copyright registrations or otherwise protect any of the City's interest in and to the Service Results or any part thereof, in Canada or any other country. The City shall have complete control of and responsibility for the filings and prosecution of applications for patents, copyrights or other registrations in Canada and in foreign countries. The City shall assume all expenditures necessary to prepare and prosecute such applications and maintain or renew any resulting registrations.

Records of Contractor

The Contractor shall make and maintain during the Term of this Agreement, adequate and current written records of all Service Results, which records shall be made available to and remain the property of the City at all times, both during and after the Term of this Agreement.

Warranty of Original Work

The Contractor warrants that all Service Results will be original development by the Contractor, will not infringe any rights of any third parties and will otherwise be free of any claims of third parties, and will be specifically developed for the fulfilment of this Agreement.

No Challenge

The Contractor shall not challenge or deny nor assist any third party in challenging or denying any of the City's rights in and to the Service Results.

13 - TERMINATION

Termination for Default

The City may forthwith terminate this Agreement by providing written notice of termination to the Contractor, without prejudice to any other right or remedy the City may have, if the Contractor at any time:

fails to comply with any of the terms or conditions of this Agreement; or is adjudged or otherwise becomes bankrupt or insolvent, makes an assignment for the benefit of creditors, if a receiver is appointed for the property of the Contractor, or if the Contractor ceases to carry on business in the normal course;

such termination to be effective on the date such notice of termination is received.

Payment upon Termination

The City shall, in the event of termination of this Agreement, other than pursuant to Section 6.1(a), pay to the Contractor all amounts for completed work due to the Contractor in accordance with this Agreement, less any amounts which may be owing by the Contractor to the City as provided for hereunder. The City shall have no further liability of any nature whatsoever to the Contractor for any losses or damages suffered or sustained, either directly or indirectly, by the Contractor including, without limitation, loss of profit, as a result of the termination of this Agreement.

Effect of Termination

Upon termination or expiration of this Agreement:

the Contractor shall forthwith return to the City all Confidential Information in written form within its possession or control, together with all copies thereof or, at the City's written direction, destroy all such Confidential Information and provide the City with a certificate confirming such destruction; and

no further use may be made by the Contractor of the Service Results or any portion thereof, for any purpose whatsoever.

Survival of Obligations

Notwithstanding the expiration or termination of this Agreement for any cause, the provisions of this Agreement regarding payment obligations, indemnities, confidentiality obligations and proprietary rights, and those provisions which are expressly or impliedly intended to survive, shall survive any such expiration or termination and shall remain in force.

14 - INDEMNITY AND INSURANCE

Indemnity

Notwithstanding any other provision of this Agreement to the contrary, the Contractor shall:

be liable to the City, its officials, councilors, representatives, agents and employees for any and all losses, costs, damages and expenses (and without limiting the generality of the foregoing, any direct losses, costs, damages and expenses of the City or such persons, including costs as between a solicitor and his own client full indemnity basis) which the City or such persons may pay or incur;

indemnify and hold harmless the City, its officials, representatives, agents and employees from and against any and all liabilities, claims, suits or actions which may be brought or made against the City or such persons;

as a result of or in connection with:

the performance of the Services; or

any breach, violation or non-performance of any covenant, condition or agreement in this Agreement set forth and contained on the part of the Contractor to be fulfilled, kept, observed or performed; or

any breach of confidentiality on the part of the Contractor or any agent or subcontractor, or employee of the Contractor or any agent or subcontractor; or

any damage to property (including loss of use thereof) or injury to person or persons, including death resulting at any time therefrom, arising out of or in consequence of the performance of the Services; or

the failure of the City to withhold any taxes or other amounts in respect of payments made to the Contractor under this Agreement; or

any suit or proceeding based on a claim that the Service Results or any portion thereof infringes or constitutes wrongful use of any copyright, patent, trademark, trade secret or any other right of any third party;

and the City shall be deemed to be the agent of its officials, representatives, agents and employees in regard thereto.

Insurance

The Contractor shall maintain, in full force and effect with insurers licensed in the Province of Ontario, the following insurance:

comprehensive general liability insurance in respect to the Services and operations of the Contractor for bodily injury and property damage with policy limits of not less than Two Million ($2,000,000.00) Dollars per occurrence, with the City named as an additional insured with respect to the performance of the Services. Such policy shall include blanket contractual coverage and a cross liability clause, and shall provide for a minimum of thirty (30) days prior written notice to the City upon any cancellation or material change in coverage;

all risk insurance on any personal property, tools or equipment to be used in performing or providing the Services, to full replacement value;

standard automobile insurance providing coverage of at least Two Million ($2,000,000.00) Dollars inclusive for bodily injury and property damage (if the Contractor is required to use a vehicle in the performance of the Services); and

any other insurance of such type and amount as may reasonably be required by the City.

Placement of Insurance

The aforementioned insurance shall be in a form and with insurers acceptable to the City. Certified copies of the policies shall be provided to the City by the Contractor upon request and evidence of renewal shall be provided to the City prior to the expiry dates of the policies.

Deductibles and Duration

The Contractor shall be responsible for the payment of all premium and deductible amounts relating to the said insurance policies and the Contractor shall maintain the aforementioned insurance until the Services are completed or the Agreement is terminated, whichever is last to occur (or, in the case of Section 7.2(d), for so long as may reasonably be required by the City).

15 - GENERAL

Schedules

The following Schedules attached hereto shall form part of this Agreement and are incorporated herein by reference:

Schedule "A" - Services
Schedule "B" - Terms of Payment
Schedule "C" - Special Terms and Conditions

Notices

Any notice provided for or permitted to be given pursuant to this Agreement shall be in writing and shall, except in the event of an interruption in postal service during which time all notices must be personally delivered, be sufficiently given if personally delivered or sent by prepaid registered mail addressed to the party for whom the same is intended to the address for notice for such party as set out in Schedule "C".

Any notice delivered personally shall be deemed to be received when left during normal business hours at the office set forth above and any notice sent by prepaid registered mail shall be deemed to have been received on the third normal delivery day following the posting thereof. Either party shall be entitled to change its address for notice to another existing address by notice in writing to the other. The word "notice" in this Section 8.2 includes any request, statement, report, demand, order or other writing in this Agreement provided or permitted to be given by the City to the Contractor or by the Contractor to the City.

Assignment

The Contractor shall not assign this Agreement or any portion thereof without the prior written consent of the City, which consent may be arbitrarily withheld. Upon any transfer or assignment by the City of this Agreement, the City shall be released from its obligations hereunder. The City may assign this Agreement in whole or in part to any person in the City's sole discretion without notice to the Contractor.

Waiver

The failure of a party to insist in any one or more cases upon the strict performance of any of the covenants of this Agreement or to exercise any option herein contained shall not be construed as a waiver or relinquishment for the future of such covenant or option and no waiver by the City of any provision of this Agreement shall be deemed to have been made unless expressed in writing and signed by the City.

Enurement

This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective successors, assigns or approved assigns, as the case may be.

No Agency

Nothing in this Agreement, nor in any acts of the City and the Contractor pursuant to this Agreement, shall be construed, implied or deemed to create an agency, partnership, joint venture or employer and employee relationship between the City and the Contractor, and neither party has the authority to bind the other to any obligation of any kind.

Whole Agreement

The provisions of this Agreement constitutes the entire agreement between the parties and supersedes any prior agreements, letters of intent or understanding, whether written or oral, between the parties with respect to the matters contemplated herein. No terms, conditions, warranties, promises or undertakings of any nature whatsoever, express or implied, exist between the parties with respect to this Agreement except as herein set forth. This Agreement may be amended, changed or modified only by further written agreement between the parties.

Partial Invalidity

If any term, condition or provision of this Agreement or the application thereof to any person or circumstance shall to any extent be invalid or unenforceable, the remainder of this Agreement or the application of such term, condition or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term, condition or provision shall be separately valid and enforceable to the fullest extent permitted by law.

Time of Essence

Time shall be of the essence of this Agreement.

Expiration of Time

In any case where the time limited by this Agreement expires on a Saturday, Sunday or legal holiday in the Province of Ontario, the time limited shall be extended to and shall include the next succeeding day which is not a Saturday, Sunday or legal holiday in the Province of Ontario.

Further Assurances

Each of the parties to this Agreement shall at the request of the other party hereto, execute and deliver any further documents and do all acts and things as that party may reasonably require to carry out the full intent and meaning of this Agreement.

Governing Law

This Agreement shall be governed by the laws in force in the Province of Ontario and the courts of Province of Ontario shall have exclusive jurisdiction with respect to any dispute, matter or thing arising herefrom.

IN WITNESS WHEREOF the parties hereto have affixed their corporate seals by the hands of their proper officers.

CITY OF KENORA

____

[NAME OF CONTRACTOR]

Per:	Per:
Signature	Signature of Authorized Signing Officer
Daniel Reynard	Printed Name of Authorized Signing Officer
Mayor	Position of Authorized Signing Officer
Per:	Per:
Signature	Signature of Authorized Signing Officer
Heather Pihulak	Printed Name of Authorized Signing Officer
City Clerk	Position of Authorized Signing Officer

<u>SCHEDULE "A"</u>

SERVICES

SCHEDULE "B"

TERMS OF PAYMENT

Subject to all other terms and conditions of this Agreement, the Purchaser shall pay to the Contractor amounts not to exceed in the aggregate the Agreement Amount, in the following manner:

1. At the beginning of each calendar month an invoice shall be submitted to the City by the Contractor in respect of Services provided during the immediately preceding month. Each invoice shall, in respect of such month:

   (a) refer to the purchase order number,

   (b) where applicable, separately identify work performed in Canada and elsewhere and the proportionate allocation of the invoice amount in that regard;

   (c) identify as separate items any travel and living expenses, and/or any tax, duty or charge separately chargeable to the City (in addition to the Agreement Amount) but only as specified and provided for in Schedule "C"; and

   (d) identify the number of man-days or hours expended in providing the Services, the applicable rates and charges for the time expended, and a description of the Services performed in that regard.

   The Contractor may elect, at its option, to provide the City with one invoice for the whole of the Services to be provided hereunder in place of monthly invoices, provided that all the required information is included in such invoice.

2. Subject to the verification of each invoice by the City and all other terms and conditions of the Agreement (including, without limitation, the Services being satisfactory to the City, the City shall pay the Contractor the amount of each invoice within thirty (30) days of receipt of same.

SCHEDULE "C"

SPECIAL CONDITIONS

A. REQUIRED INFORMATION

Schedule "C" must contain, as a minimum, the definitions for Agreement Amount (Section 1.1(b)), Commencement Date (Section 1.1(c)) and Completion Date (Section 1.1(d)), as well as the addresses for notice for the City and the contractor (Section 8.2). It should also include the name of the particular Consultant(s) designated to perform the Services, as well as their hourly/daily rate(s).

The Agreement Amount should be defined in words and figures (e.g. Five Thousand ($5,000.00) Dollars) and, when dealing with a U.S. company, should also state whether the amount is in Canadian or US funds.

The "Attention" portions of the addresses for notice should refer to titles or positions instead of to particular individuals.

The form the clauses should take is as follows:

1. "**Agreement Amount**" means the sum of ________________________ ($____________) Dollars in Canadian funds.

2. "**Commencement Date**" means ____________________, 20___.

3. "**Completion Date**" means ____________________, 20___.

4. The City's address for notice is:

   CITY OF KENORA
   1 Main Street South
   Kenora, ON P9N 3X2

   Telephone: 807-467-2000
   Fax:

   Attention: ______________________

5. The Contractor's address for notice is:

   [INSERT ADDRESS AND "ATTENTION"]

6. The following personnel of the Contractor shall perform the Services hereunder:

NAME	TITLE

and shall not be replaced or substituted for except in accordance with the provisions of Section 3.1 of the Agreement.

The fees for the personnel designated to perform the Services hereunder shall be as follows:

NAME	RATE

A regular working day will be a minimum of ______ hours, and shall include all regular business days of the City.