Court File No. CV-25-00000750-0000

ONTARIO
SUPERIOR COURT OF JUSTICE

B E T W E E N:

THE REGIONAL MUNICIPALITY OF WATERLOO

Applicant

and

PERSONS UNKNOWN AND TO BE ASCERTAINED

Respondents

APPLICATION UNDER Rule 14.05 of the *Rules of Civil Procedure*

APPLICATION RECORD

June 9, 2025

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INDEX

Tab	Description
1	Notice of Application,issued May 1, 2025
2	Affidavit of Peter Sweeney, affirmed June 6, 2025
A	**Exhibit A** - Final PECH Report 2024
B	**Exhibit B** - By-Law 25-021
C	**Exhibit C** - PDL-LEG-25-017 - 100 Victoria Street, North, Kitchener – Site Specific By-law
D	**Exhibit D** - 2021 PIT-Count-Infographic
E	**Exhibit E** - 2024 PIT-Count-Infographic
F	**Exhibit F** - AMO Municipalities Under Pressure - The Human and Financial Cost of Ontario's Homelessness Crisis
G	**Exhibit G** - Redacted 100 Victoria Street North Encampment - Major Incident Sudden Death Summary
H	**Exhibit H** - Redacted 100 Victoria Street North Encampment - Major Incident Fire Summary
I	**Exhibit I** - Redacted 100 Victoria Street North Encampment - Major Incident Physical Altercation Summary
J	**Exhibit J** - Sand Structure
K	**Exhibit K** - Redacted Incident Management Report System - Harassment and Violence
3	Affidavit of Douglas John Spooner, affirmed June 6, 2025
A	**Exhibit A** - Transit Business Plan
B	**Exhibit B** - 2018 Transportation Master Plan
C	**Exhibit C** - 100 Victoria Street North, Kitchener - Parcel Register Search
D	**Exhibit D** - Aerial Map of the Property
E	**Exhibit E** - Waterloo EDC Article: “What is the Toronto-Waterloo Corridor?”
F	**Exhibit F** - Strategic Plan - 2023-2027
G	**Exhibit G** - Transfer Payment Agreement, May 7, 2018
H	**Exhibit H** - KCTH Amending Agreement #1, November 25, 2024
I	**Exhibit I** - Letter from Metrolinx, December 18, 2024
J	**Exhibit J** - Cost Sharing Agreement (MOU), May 2025
K	**Exhibit K** - Chart re 50 Victoria Sites

L	**Exhibit L** - Staging Considerations, November 1, 2024

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Kitchener Superior Court of Justice / Cour supérieure de justice

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Respondents

APPLICATION UNDER Rule 14.05 of the *Rules of Civil Procedure*

NOTICE OF APPLICATION

TO THE RESPONDENT

A LEGAL PROCEEDING HAS BEEN COMMENCED by the Applicant. The claim made by the Applicant appears on the following page.

THIS APPLICATION will come on for a hearing *(choose one of the following)*

☐ In writing
☐ In person
☐ By telephone conference
☒ By video conference

at the following location:

85 Frederick Street, Kitchener, ON N2H 0A7

on May 15, 2025.

IF YOU WISH TO OPPOSE THIS APPLICATION, to receive notice of any step in the application or to be served with any documents in the application, you or an Ontario lawyer acting for you must forthwith prepare a notice of appearance in Form 38A prescribed by the *Rules of Civil Procedure*, serve it on the Applicant's lawyer or, where the Applicant does not have a lawyer, serve it on the Applicant, and file it, with proof of service, in this court office, and you or your lawyer must appear at the hearing.

IF YOU WISH TO PRESENT AFFIDAVIT OR OTHER DOCUMENTARY EVIDENCE TO THE COURT OR TO EXAMINE OR CROSS-EXAMINE WITNESSES ON THE APPLICATION, you or your lawyer must, in addition to serving your notice of

appearance, serve a copy of the evidence on the Applicant's lawyer or, where the Applicant does not have a lawyer, serve it on the Applicant, and file it, with proof of service, in the court office where the application is to be heard as soon as possible, but at least four days before the hearing.

IF YOU FAIL TO APPEAR AT THE HEARING, JUDGMENT MAY BE GIVEN IN YOUR ABSENCE AND WITHOUT FURTHER NOTICE TO YOU. IF YOU WISH TO OPPOSE THIS APPLICATION BUT ARE UNABLE TO PAY LEGAL FEES, LEGAL AID MAY BE AVAILABLE TO YOU BY CONTACTING A LOCAL LEGAL AID OFFICE.

Date May 1, 2025 Issued by Ingrid Peters

Digitally signed by Ingrid Peters
DN: cn=Ingrid Peters, o=Minstry of Attorney General, ou=Civil Department, email=ingrid.m.peters@ontario.ca, c=CA
Date: 2025.05.02 10:15:59 -04'00'

Local Registrar

Address of court office: Superior Court of Justice
85 Frederick Street
Kitchener, ON N2H 0A7

TO: PERSONS UNKNOWN AND TO BE ASCERTAINED

APPLICATION

1. The Applicant, the Regional Municipality of Waterloo (the "**Region**") makes application for:

(a) a declaration that By-law Number 25-021 of the Regional Municipality of Waterloo, *A By-law Respecting the Use of 100 Victoria Street North, Kitchener (as Owned by The Regional Municipality of Waterloo) to facilitate the Kitchener Central Transit Hub and other Transit Development* (the "**By-law**"), complies with the *Charter of Rights and Freedoms*, Part I of the *Constitution Act*, *1982*, being Schedule B to the *Canada Act* 1982 (U.K.), 1982 c. 11 ("*Charter*");

(b) if requested, an interim and final order ("Injunction Order") that any persons having notice of the Injunction Order are restrained and enjoined from breaching the By-law by remaining on and/or re-entering the property municipally known as 100 Victoria Street North, City of Kitchener (the "**Property**") except as in accordance with the By-law;

(c) an Order that service and notice of this Application is hereby dispensed with, provided that:

(i) a copy of this Notice of Application is posted in a prominent location on the Property; and

(ii) a copy of this Notice of Application is served on the Waterloo Region Community Legal Services; and

(d) such further and other Relief as this Honourable Court may grant.

2. The grounds for the application are:

The Parties and the Encampment

(a) The Region is the owner of the Property;

(b) Since in or around December 2021, certain persons have been residing on the Property in tents and other makeshift dwellings (the "**Encampment**");

(c) The Region has been providing supports to those residing in the Encampment (the "**Residents**") since shortly after the Encampment was established;

(d) These supports include immediate measures to improve the health and safety of the Residents (through providing bathroom access, facilitating the cleaning of the Property, and other measures) and to provide more long-term stability to the Residents (such as assisting these individuals with accessing the shelter system or finding affordable long-term housing);

The Persons Unknown Decision

(e) On January 27, 2023 Justice Valente of the Ontario Superior Court of Justice dismissed an application brought by the Region to enforce the Region's By-Law number 13-050, *A By-Law Respecting the Conduct of Persons Entering Upon Buildings, Grounds and Public Transportation*

Vehicles Owned or Occupied by the Region ("**General Code of Use By-Law**") against the residents of the Encampment;

(f) In his decision (the "**Persons Unknown Decision**"), His Honour declared that the General Code of Use By-Law is inoperative insofar as it applies to prevent the Residents of the Encampment from living on and erecting temporary shelters without a permit on the Property when the number of homeless persons exceeds the number of available accessible shelter beds in the Region;

(g) His Honour further provided that the Region may apply to terminate his declaration upon it being in a position to satisfy the Court that the General Code of Use By-Law no longer violates the section 7 *Charter* rights of the Residents of the Encampment;

(h) The By-Law at issue in this Application is not the same as the General Code of Use By-Law previously at issue in the Persons Unknown Decision. Rather, it is a site-specific By-Law that:

(i) Has the specific purpose of providing for vacant possession of the Property by December 1, 2025, when such possession is required by the Region to facilitate construction of the Kitchener Central Transit Hub ("**KCTH**");

(ii) Is intended to respect the *Charter* rights of those persons who were residing at the Encampment as of the date that public notice of the By-Law was provided ("**Existing Residents**"); and

(iii) Is accompanied by a plan to provide accessible shelter facilities to the Existing Residents, in a manner consistent with the Region's Plan to End Chronic Homelessness;

(i) Although not required under the Persons Unknown Decision, the Region seeks guidance and a ruling from this Honourable Court that the site-specific By-Law complies with the *Charter*;

The Kitchener Central Transit Hub

(j) The Region is undertaking the design and construction of the KCTH, which is a new transportation centre to be located at the corner of King and Victoria Streets in Kitchener. The KCTH will be constructed by the Region in conjunction with Metrolinx;

(k) The KCTH is a milestone infrastructure development for the Region and a strategic priority for the Region. Once completed, it will connect ION light rail, Grand River Transit, GO Transit (rail and bus service), VIA rail service, pedestrians, and cyclists in one location;

(l) The KCTH will provide a critical public good to the Region, including providing more affordable and reliable transportation options and greater

connectivity for all residents of the Region to access jobs, schools, and essential services, both within and outside the Region;

(m) The KCTH will also bring significant economic opportunity to the Region, by creating connections with surrounding communities, and acting as an anchor for economic development;

(n) Metrolinx requires the Property in connection with the construction of the KCTH construction by March of 2026;

(o) The Region requires vacant possession of the Property by December 1, 2025 to prepare the site for Metrolinx's use;

The By-law

(p) The Region enacted the By-law on April 23, 2025. The By-law came into force the following day;

(q) Notice of the By-law was provided through the public release of the agenda of the Council meeting at which this By-law was considered (the "**Public Notice Date"**), being April 16, 2025;

(r) The By-law was enacted pursuant to the Region's authority under the *Municipal Act, 2001*, S.P. 2001, c. 25;

(s) The By-law:

(i) prohibits certain activities from being carried out on the Property;

(ii) prior to December 1, 2025, prohibits persons other than Existing Residents from erecting a shelter or residing on the Property; and

(iii) as of December 1, 2025, prohibits all persons from entering, residing on, or occupying the Property unless that person is authorized by the Region to do so.

(t) To facilitate the best possible outcomes for Existing Residents, the Region will continue to assist them in finding and transitioning to suitable alternative living arrangements;

Other Grounds for Relief

(u) Sections 11 and 440 of the Municipal Act, 2001, S.O. 2001, c. 25

(v) S. 101 of the *Courts of Justice Act*, R.S.O. 1990, c. C.43;

(w) Rules 2.03, 3.02, 14.05, 16.04, 16.08, 38 and 40 of the *Rules of Civil Procedure*, R.R.O. 1990, Reg. 194;

(x) Such further and other grounds as the lawyers may advise.

3. The following documentary evidence will be used at the hearing of the application:

(a) Affidavit of Peter Sweeney, to be sworn;

(b) Such further and other evidence as the lawyers may advise and this Honourable Court may permit.

(Date of issue)

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THE REGIONAL MUNICIPALITY OF WATERLOO Applicant	-and-	Court File No. PERSONS UNKNOWN AND TO BE ASCERTAINED Respondents

ONTARIO
SUPERIOR COURT OF JUSTICE

PROCEEDING COMMENCED AT
WATERLOO REGION

NOTICE OF APPLICATION

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The Regional Municipality of Waterloo

Pactima eSignature Package ID: jhL76xtRrX-y1Ul1b-fMY

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Respondents

AFFIDAVIT OF PETER SWEENEY

I, Peter Sweeney, of the City of Cambridge, in the Regional Municipality of Waterloo, AFFIRM:

1. I am the Commissioner of Community Services for the Applicant, the Regional Municipality of Waterloo (the "**Region**"). As such, I have knowledge of the matters to which I depose below. Where my knowledge is based on information and belief, I indicate the source, and believe it to be true.

A. My Background

2. I have served as the Region's Commissioner of Community Services since June 2022.

3. Prior to holding this role, I served as the Chief Executive Officer of the YMCA of Three Rivers for approximately 2 years (2020-2022), and as Chief Executive Officer of the YMCAs of Cambridge & Kitchener-Waterloo for approximately 4 years (2016-2020). From 2010 to 2016 I was President of the International Outreach Program at St. Joseph's

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Health System, and from 2001 to 2016 I was President of the St. Mary's General Hospital Foundation.

4. I hold a Master of Business Administration from Wilfrid Laurier University, a Public Relations Certificate from Humber College, and a B.A. in Political Science from University of Waterloo.

5. My professional focus over the past two decades has been on providing health and social services through facilitating social programs, and I have worked to achieve this end through various roles in the public and non-profit sectors.

6. In my current role at the Region, I have experience interacting directly with those experiencing homelessness, addiction, and mental health challenges and with staff and partners who implement programs and services to support the unhoused. I have also worked with allies of those who receive these health and social services (including organizations advocating for members of these groups).

B. My Responsibilities as Commissioner

7. My role as Commissioner includes leading various community and social programs that aim, among other things, to combat homelessness and poverty within the Region. The contents of this affidavit are informed by what I have seen firsthand as Commissioner and what I have been informed of by virtue of my status in this role. My knowledge of homelessness and related social challenges as larger concepts as detailed in this affidavit is in large part informed by my various experiences working in this area.

Pactima eSignature Package ID: jhL76xtRrX-y1Ul1b-fMY

8. In 2024, the Region adopted the Plan to End Chronic Homelessness (the "**PECH**") as part of its efforts to address homelessness and its associated social challenges. I was personally involved in the development of the PECH and remain involved in its implementation as we move forward.

9. I attach as **Exhibit A** the final report associated with the PECH, which is entitled "Navigating Complexity Together: A Roadmap to Functional Zero by 2030". This report outlines the PECH and many of the Region's related actions. As it explains, the Region remains committed to maintaining a human rights approach to housing and homelessness, which recognizes the agency of those experiencing homelessness and the duties that the Region has to these individuals.[1] I will provide further information in relation to the PECH below.

10. As Commissioner, my responsibilities at the Region include leading a department of 811 full-time equivalent employees with an operating budget of $591 million.

11. I am also accountable for the delivery of social and community services to approximately 673,910 residents across Waterloo Region. These departmental services include Employment & Income Support, Children's Services, Senior's Services, Housing & Homelessness, the Waterloo Region Immigration Partnership, and a central support division focussed on strategy, performance, and partnerships.

---

[1] "Chronic homelessness" refers to homelessness experienced by an individual for prolonged periods of time. The Region uses a definition of chronic homelessness that captures experiences of homelessness lasting a total of at least six months (180 days) over the past year or a total of at least 18 months (546 days) over the past three years.

C. Unsheltered Support Workers and Individualized Housing Plans

12. Included in the team I lead is a group of Unsheltered Support Workers ("**USW**"), all of whom are licensed professionals. This team of USWs assists unhoused individuals with accessing accessible short- and long-term housing.

13. The core work of the Region's team of USWs is the development and implementation of individualized housing plans ("**IHP**") for – and in collaboration with – unhoused individuals.

14. IHPs are personalized action plans that are designed to match individuals with housing options which reflect their specific needs and preferences, to the greatest extent possible. IHPs are an important recognition of the fact that housing needs can be idiosyncratic to individuals experiencing homelessness. In my experience, and the experience of the Region's USWs, there is no "one size fits all" solution to homelessness.

15. In developing an IHP, the USW will consider how an individual initially became unhoused, the specific factors in that individual's life which have prevented them from accessing housing, and the needs and preferences of that individual in accessing housing. Based on these considerations, USWs will work with unhoused individuals and housing providers to match the individual with appropriate housing to the greatest extent possible.

16. This approach recognizes and is rooted in the understanding that homelessness is a complex social problem. Homelessness is widely understood to be caused by a confluence of factors, including the (un)availability of economic opportunity/employment

rates, mental health challenges, substance abuse disorder, the availability of adequate social assistance, and many other personal and societal conditions. As the causes of homelessness are individual and multifaceted, so too are IHPs.

17. IHPs are best developed over time – often weeks or months – as individuals and USWs interact, build trust, and identify the barriers to entry that are specific to that individual. It is therefore vital that USWs have the necessary time and access to unhoused individuals to develop IHPs that appropriately fit their needs.

18. IHPs also recognize that individuals experiencing homelessness commonly require staged approaches to reintegration into more permanent forms of housing, and those staged approaches commonly rely on the individual also receiving concurrent care and treatment from health care providers, addictions specialists and social workers.

19. For example, a first step can be to assist an individual who is living rough, including in an encampment, into the Region's shelter system, and from there into more permanent forms of housing through accessing rent subsidies and other resources that are available through the Region.

D. The Encampment and the Property

20. The USWs on my team provide services to all unhoused individuals in the Region, including residents of the encampment at 100 Victoria Street North (the "**Encampment**", described in greater detail below). The team has been working continuously with Encampment residents on developing IHPs for them and will continue to do so.

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21. This team of USWs are in regular contact with Encampment residents and work hard to build relationships and trust with these individuals. I receive reports from this team, interact with them regularly, and I also visit the Encampment with them from time to time.

22. The Encampment is located on a Region-owned parcel of land located at 100 Victoria Street North, on the corner of Victoria and Weber Streets in downtown Kitchener (the "**Property**" or "**100 Vic**").

23. The Property is approximately one half-acre in size, and it consists of a lot without permanent structures. It is located in close proximity to the VIA Rail Train Station (the services at which include GO trains / a GO bus transfer station and a Region owned parking lot for transit customers) to the east, a commercial plaza and small parking lot, municipally known as 70 and 84 Victoria Street North respectively, directly to the west, a Metrolinx owned rail corridor to the north, and businesses and a church to the south.

24. Since approximately December 2021, the Property has been the site of an encampment of unhoused individuals. Individuals at the Encampment have been living on the Property and have erected tents on the site.

25. The number and identity of people residing in the Encampment has varied since December 2021. On April 16th of this year, there were approximately 40 people regularly residing at the Property and approximately 23 tents counted by security personnel that day.

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26. As it then existed, the Encampment was the subject of a decision by the Superior Court of Justice in 2023 (the "Persons Unknown Decision"). In *The Regional Municipality of Waterloo v. Persons Unknown and to be Ascertained*, 2023 ONSC 670, the Court considered the Region's position that the homeless persons who have erected shelters and are living on the Property are in breach of By-Law number 13-050, *A By-Law Respecting the Conduct of Persons Entering Upon Buildings, Grounds and Public Transportation Vehicles Owned or Occupied by the Region* (the "**Code of Use By-Law**"). The Court held as follows with respect to the Code of Use By-Law:

> [157] I declare pursuant to section 52(1) of the *Constitution Act, 1982,* that the By-Law violates section 7 of the *Charter* in that it deprives the homeless residents of the Encampment of life, liberty and security of the person in a manner not in accordance with the principles of fundamental justice and is not saved by section 1 of the *Charter*.
>
> [158] I declare that the By-Law is inoperative insofar, and only insofar, as it applies to prevent the residents of the Encampment from living on and erecting temporary shelters without a permit on the Property when the number of homeless persons exceeds the number of available accessible shelter beds in the Region.
>
> [159] Finally, I order that the Region may apply to terminate my declaration upon it being in a position to satisfy this Court that the By-Law no longer violates the section 7 rights of the Encampment residents.

27. Since the Persons Unknown Decision, the Region has continued to provide services to the residents of the Encampment, as described in more detail below.

E. The Site-Specific By-law at Issue in This Application

28. Recently, Metrolinx has informed the Region that it requires the Property as part of its project to construct improvements to railway infrastructure in its abutting corridor.

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Metrolinx's improvements project is the first step in the Region's plans to develop the Kitchener Central Transit Hub ("**KCTH**"), as set out in more detail in the Affidavit of Doug Spooner, to be filed. I am advised by Mr. Spooner that the Property is required by Metrolinx for construction of its works from and after March 2026, and that this in turn requires the Region to have vacant possession of the Property by December 1, 2025, so that site remediation measures can be put in place prior to construction.

29. On April 16, 2025, the Region provided public notice that it would be considering a proposed new bylaw – Bylaw 25-021 – at its Council meeting to be held on April 23, 2025 (the "**By-law**"). I understand that the Bylaw is the subject of the underlying Application in these proceedings.

30. By-Law 25-021 is not the same as the general Code of Use By-Law previously at issue in the Persons Unknown Decision. Rather, it is a site-specific By-Law that:

(a) Has the specific purpose of providing for vacant possession of the Property by December 1, 2025, when such possession is required by the Region to facilitate construction of the KCTH;

(b) Is intended to respect the *Charter* rights of those persons who were residing at the Encampment as of the date that public notice of the By-Law was provided ("**Existing Residents**"); and

(c) Is accompanied by a plan funded by additional resources to provide accessible housing solutions to the Existing Residents in a manner consistent with the Region's PECH.

31. I attach a copy of By-law 25-021 as **Exhibit B**.

32. I attach a copy of the Report to Council that accompanied By-law 25-021 as **Exhibit C**.

33. The By-law did not originate from the Community Services team, and my team is not responsible for enforcing it. However, I was consulted in the drafting of the By-law given its intersection with my team's efforts to assist residents of the Encampment.

34. Throughout these consultations, I emphasized that additional resources should be allocated to support my team's work with Encampment residents, which includes helping Encampment residents find alternate opportunities to access housing. I also emphasized that the By-law should contain mechanisms to help ensure the continued safety of those residing at 100 Vic prior to the By-law's enactment. As I will describe in more detail below, those additional resources and safety mechanisms were indeed put into place with the enactment of the By-law.

F. The Region's Specific Plan for the Existing Residents of the Encampment

35. I understand that the Region requires vacant possession of 100 Vic (by December 1, 2025), to facilitate construction of the KCTH. In this context, and on an interim basis, the Region has developed its specific Plan for the Existing Residents (the "**Plan**").

Pactima eSignature Package ID: jhL76xtRrX-y1Ul1b-fMY

36. The Plan entails the development and implementation of IHPs for Existing Residents between now and November 30, 2025, such that alternative housing arrangements will be made available to all Existing Residents by that date. My team will avail itself of the additional resources provided by the By-law as may be needed to meet that objective.

37. As is the regular practice for my team, over the next several months leading up to December 1, 2025, the Region's USW team will work with the Existing Residents to explain the available housing and shelter options and attempt to match these options with Existing Residents' individual housing needs and preferences through developing tailored IHPs. Regional staff will work one-on-one with Existing Residents to identify their unique needs and preferences and to build an appropriate housing plan for each individual.

38. We expect these housing plans for some individuals will be staged, meaning they may require several supportive steps before being able to live independently. My team is acutely aware that not every person is ready to transition into long-term housing, for a variety of reasons, and that each IHP needs to meet the individual where they are at in their lives.

39. Shorter-term options involve alternate sheltering or accommodation with social supports. These options include accessing shelters and Region-funded spaces in motels, as I will describe in more detail below. These options will be provided to Existing Residents who have not yet been placed in longer-term housing once they choose to leave or can no longer remain at the Encampment.

40. In the longer term, options include placement in supportive housing units and scattered site rent supplements with social supports.

41. To allow for the Plan to be implemented successfully, allocated resources were needed for the Region's existing system to ensure that the Existing Residents have a place to go and are offered suitable options for their specific needs. To that end, the Region has made an additional $814,333 in net new funding available to provide additional accommodation options, such as those I have noted above.

42. New resources allocated by Regional Council can be used for supportive housing units, affordable housing units, and/or motels with social supports for a transitionary period. The additional resources allocated to this work will augment the existing resources in the housing stability system.

43. Regional staff will work across that system to create opportunities for Existing Residents in the Encampment. To be clear, this could mean that resources may be used to move an individual currently residing in transitional housing (i.e., not an Existing Resident of the Encampment) into affordable housing, which would then free up a space for an Existing Resident to be taken up in a manner consistent with their IHP.

44. I am pleased to report that from April 16, 2025 to June 5, 2025, eleven Existing Residents were supported in accessing alternative accommodations and have not returned to the Property. My team is working hard to provide similar supports to other Existing Residents. There are currently 29 Existing Residents (i.e., individuals present prior to April 16, 2025) on the Property.

45. The main difference from the work being done by USWs at the Encampment and the regular practice of USWs in the Region that support unhoused individuals is that there is now a “closing date” for 100 Vic, after which Existing Residents will have to leave the Property. This creates somewhat greater urgency to find alternate solutions than if the Property were not otherwise needed by the Region. However, considering my team’s success to date with Existing Residents, and its success at other encampment sites, I believe the objective is achievable.

46. IHPs need to be developed over time, as the plans themselves are tailored to the individuals’ needs and the availabilities of various shelter and accommodation. The required trust between USWs and individuals is also built over time. Sometimes, initial steps must be completed before an individual is willing to accept a shelter or other accommodation placement. For example, one’s belongings must sometimes be stored appropriately, or a pet may need to be placed temporarily with a trusted person, which can affect the timeline for implementing IHPs.

47. Because both developing IHPs and their successful implementation take time, when I was consulted about the By-law, my view was that the Region needed to be able to control access to the Property so that my team could focus on Existing Residents while also continuing its work across the Region.

48. If an inflow of new individuals arrives at the Encampment as December 1 approaches, it will be increasingly difficult, if not impossible, for my team to resettle these individuals appropriately under tight time constraints. Being moved from one’s home can

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be a challenging experience at the best of times. When we consider the circumstances that have contributed to an individual living rough in an encampment, in my experience, those challenges are elevated. I want to avoid causing unnecessary trauma to individuals who join the Encampment and then are forced to move somewhere else shortly after, especially in circumstances where there has not been sufficient time for an IHP to be developed and implemented for that individual.

49. Given the above, my view is that preventing the Encampment from increasing in numbers beyond the Existing Residents is necessary to allow my staff to implement the Plan effectively. Site management by limiting population growth in the Encampment is therefore an important element of the By-law from my team's perspective.

50. This sort of site management is akin to how my team handles the planned permanent closure of a shelter or other housing facility. In such a case, the shelter does not simply operate at full capacity one day and then shutter the next. Instead, in advance of the closure date, the shelter stops accepting new intakes, and my team focuses its resources on prioritizing access to alternative shelter for the closing shelter's residents, who my team knows will very soon no longer be able to rely on their current shelter situation.

51. This wind-down method allows for a better transition for shelter residents and provides my team with the time they need to devise and implement effective IHPs. This is precisely the sort of method that the By-law contemplates by preventing new individuals

from coming to the Property and joining the Encampment while my team is working to resettle individuals who were already living there before the site closure was announced

G. An Alternative Encampment Site is Not a Feasible or Desirable Option, and is Not Part of the Plan

52. The Region considered whether it could provide an alternative site to which the Encampment could be relocated. This is unfeasible for many reasons. Moreover, such an approach is inconsistent with the PECH, and in my view will perpetuate rather than solve the challenges facing Existing Residents.

53. First, the Region does not own vacant land that is reasonably proximate to the Encampment which would also allow for appropriate access to services Existing Residents need. Purchasing an empty lot that is located near the Property would be a multi-million-dollar endeavour, if it is even possible. In my view (and in the Region's view), this money is better invested directly in the sort of programming and housing options I have described above. As I will explain in more detail below, the Region has been steadily increasing the resources it allocates to my team's work for the past few years, and this is crucial to enabling the success of my team in developing and implementing IHPs. Moreover, there has been no approval from Regional Council to acquire or allocate a piece of land for that purpose.

54. Second, as I will explain below, the Region has invested significant resources in the day-to-day management of the Encampment given the health and safety risks that a site like this poses to Encampment residents and the wider community. Again, in my view, these resources are better directed into my team's efforts to find suitable accommodation

for unhoused individuals. Even more, if an alternative site becomes available and the Region effectively sanctions it as a long-term solution to homelessness, I expect that the population living on that site will increase, which will lead to increased risks and financial costs. Without this management, the Encampment would be an even more unsafe place than it is today.

55. Third, Encampment-based living is inconsistent with the Region's own commitments to addressing chronic homelessness (including those found in the PECH). The Region is committed to an evidence-based housing-first approach, which is a central tenet of its policies and procedures for addressing homelessness. Facilitating long-term encampment living is in stark opposition to this policy goal.

H. The Region Cannot Ensure that the "number of homeless persons" will not "exceed the number of available accessible shelter beds in the Region" in 2025

56. Like most other Canadian municipalities, the Region has been grappling with the complex and multi-faceted issue of homelessness in the last several years, and particularly since the pandemic.

57. With the PECH, the Region has adopted a long-term strategy for addressing the challenges of homelessness and has devoted substantial resources to ameliorating the conditions of the unhoused residents in the municipality. In 2024, approximately $56.8 million was allocated to programs to support the needs of people experiencing homelessness in the Region. This is a substantial increase from the $30.9 million allocated in 2022 (the year before the Persons Unknown Decision).

58. The PECH follows through on the Region's approval of a staff recommendation in 2022 to develop a "Homelessness Master Plan", as set out in the Persons Unknown Decision at para. 35. The Region approved this recommendation at its August 18, 2022 meeting.

59. The Region has made substantial progress under the PECH in increasing its capacity to provide long-term solutions to meet the needs of unhoused residents. In 2024, 212 people with high service needs who were formerly experiencing chronic homelessness were housed through Prioritized Access to Housing Support ("**PATHS**"). The PATHS process coordinates services of the Region and its housing system partners to support those with the greatest depth of need and vulnerability. This is an increase from 103 people housed through PATHS in 2022.

60. Unfortunately, despite the Region's efforts, the challenges posed by homelessness have continued to increase.

61. Since 2018, the federal and provincial governments have mandated bi-annual "Point in Time Counts" ("**PIT Counts**") of the number of people experiencing homelessness. The Region conducted a PIT Count in 2021, which found that that there were approximately 1,085 people experiencing homelessness at that time. The most recent PIT Count for the region was conducted in late 2024. At that time there were 2,371 individuals experiencing homelessness in the Region, and of those surveyed, 78% said they experienced chronic homelessness. Copies of the PIT Counts for 2021 and late 2024 are attached as **Exhibit D** and **Exhibit E**, respectively.

Pactima eSignature Package ID: jhL76xtRrX-y1Ul1b-fMY

62. I understand that this increase between 2021 and 2024 is generally consistent with trends of increasing homelessness rates in Ontario. For example, I attach as **Exhibit F** a copy of a report by the Association of Municipalities of Ontario which found that an estimated 85,515 people in this province experienced homelessness in 2024, representing a 25% increase from 2022 (see page 8 of Exhibit F).

63. As outlined above, homelessness is a complex social problem with many interrelated causes. The Region does not – and cannot – control each of the factors that influence rates of homelessness.

64. One major driver of homelessness is the increased cost of housing. As governments reacted to the pandemic with economic policies intended to stabilize the overall economy, housing prices in Canada increased substantially. Low interest rates tied to Bank of Canada policy provided an incentive for prospective home buyers to borrow large amounts to finance ever-increasing prices. This in turn drove many people who might otherwise have purchased a home to rent, driving up the costs of rental housing. Inflation, population pressures, and rising unemployment have also played their parts in increasing costs of housing and increasing the number of people experiencing homelessness. There is an acknowledged shortage of housing across the country. Unfortunately, many people have been left behind by these trends.

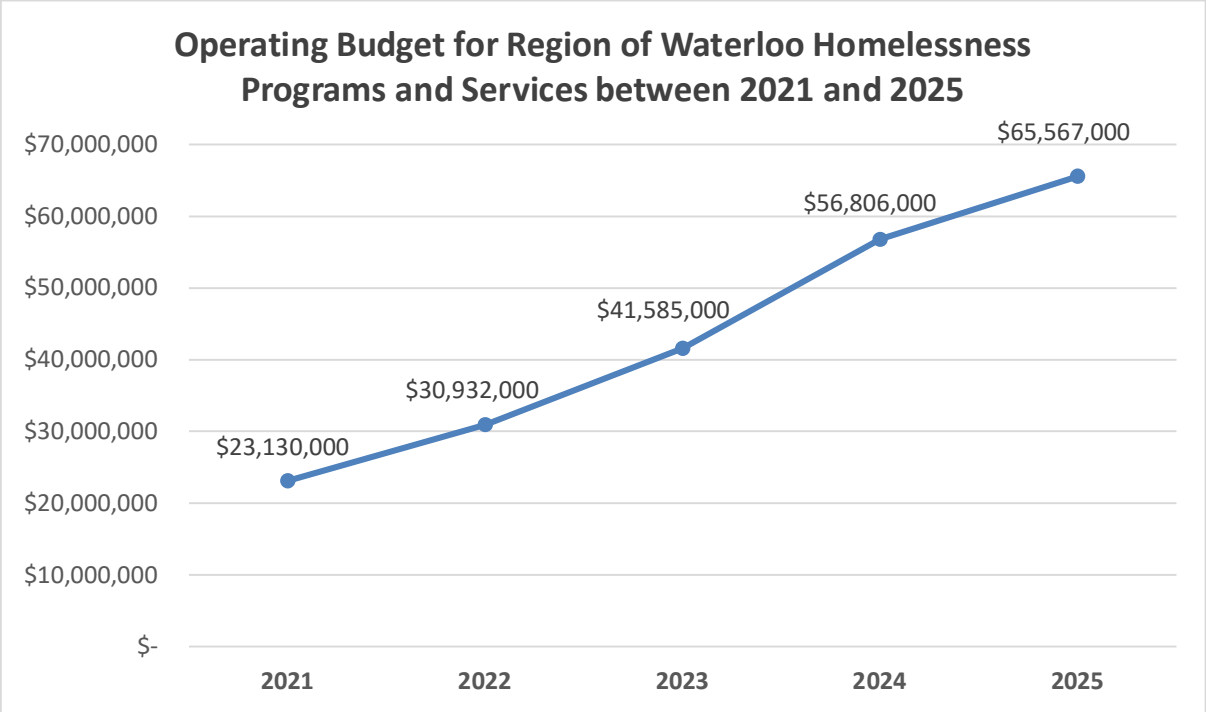
65. The Region can also only work within its jurisdictional boundaries, both in terms of the types of policies and programs it can implement, and the physical area in which its

Pactima eSignature Package ID: jhL76xtRrX-y1Ul1b-fMY

activities can take place. By contrast, homelessness is a diffuse problem, with causes going far beyond the physical and legislative boundaries of the Region.

66. The Region addresses homelessness through various means, including through program planning, service delivery, resource distribution, compliance, quality assurance, and needs and demand analyses in the areas of housing and homelessness.

67. At a high level, the Region's operating budget for 2025 allocates $65.5 million for programs and services that are aimed at addressing homelessness. This is a 15% increase from the $56.8 million that the Region invested in its direct efforts to combat homelessness in 2024. However, despite these substantial increases over the last few years as shown in the chart below, the Region's adoption of the PECH, and the increased capacity that the PECH and additional funding have brought, the PIT Count has continued to rise.



68. One of the programs the Region operates to alleviate the harms of homelessness on individuals is the Emergency Shelter Program. The Region and various third-party providers operate nine total emergency shelter sites in the Region of Waterloo.

69. Providing access to shelters allows individuals with nowhere to stay access to somewhere to sleep overnight. Individuals who access emergency shelters also receive services designed to meet their basic needs and help them move forward with the next steps in their individualized housing plan, which assists them in finding and securing safe, permanent housing.

70. Sites in the Emergency Shelter Program are located throughout the region: there are four in Kitchener, three in Cambridge, and two in Waterloo. Some shelters operate 24/7 while other operate overnight only.

Pactima eSignature Package ID: jhL76xtRrX-y1Ul1b-fMY

71. The sites that comprise the Emergency Shelter Program provide services and supports for different sub-group populations of individuals experiencing homelessness:

(a) Two shelters focus on supporting youth of all gender identities: SafeHaven 2.0 for youth aged 12-17 and oneROOF supporting youth ages 16-25;

(b) Two shelters exclusively serve single adult women and gender diverse individuals – one in Kitchener and one in Cambridge;

(c) Three shelters support adult men only, while two support adults of all gender identities;

(d) For those in couple relationships or with pets, there are accommodation options that can support these needs; and

(e) Six sites can accommodate physical accessibility needs.

72. In addition to the basic needs and housing-focused services and supports mentioned above, shelter sites across the Emergency Shelter Program may provide additional support tailored to the populations that they serve. For example, ShelterCare provides integrated health services, including addictions services and a safe use room onsite. The Kinsmen shelter site provides limited medical care onsite for program participants.

73. Emergency shelter capacity in the Waterloo Region fluctuates throughout the year, typically peaking in the winter. This reflects the seasonality of demand for shelters –

namely, that there is typically a greater number of people seeking to access shelter services in the colder months, when sleeping rough is less tenable.

74. To help meet the increased demand, the Region and its partners added temporary winter shelter spaces to the Emergency Shelter Program and opened two winter warming centres this past winter (2024-2025). 32 beds were temporarily added at two shelter sites from October 2024 until March 2025, with 12 of these beds dedicated to youth ages 16-24. A total of 60 beds were available at two winter warming centres from January until April 2025. The winter warming centres operated as places for people experiencing unsheltered homelessness to come in from the cold and be connected to human and housing services.

75. I have created the following charts summarizing the emergency shelters, transitional housing sites and winter warming centres operated and/or funded by the Region and its partners, the per night capacity of each facility in both the winter and spring months and the most recent average emergency shelter occupancy:

Pactima eSignature Package ID: jhL76xtRrX-y1Ul1b-fMY

Emergency Shelter, Transitional Housing and Winter Warming Centre Capacity 2025

Service Provider	***Regular Capacity*** *as of May 2025*	***Winter Capacity*** *Oct 2024-Mar 2025*
Cambridge Shelter Corporation - Bridges	80	80
YWCA Cambridge	20	20
ShelterCare	100	100
oneROOF	24	18
SHIP Edith MacIntosh*	30	30
SHIP 84 Frederick	47	47
SafeHaven 2.0	10	10
Kinsmen	16	16
Erb's Road	50	50
Cambridge Shelter Corporation - Super 8 Winter Overflow	0	20
oneROOF - Winter Overflow	0	12
Emergency Shelter Total	**377**	**403**
Thresholds Homes & Supports Winter Warming Centre**	0	30
Porchlight Winter Warming Centre**	0	30
Winter Warming Total	**0**	**60**
University Avenue	80	80
Marillac Place	10	10
Starling Life Launch	6	6
Porchlight (treatment program)	16	16
Transitional Housing Total	**112**	**112**
Total - All Programs	**489**	**575**

*agreement in place until March 2026

**warming centres were open until April 30 2025

Emergency Shelter Program Occupancy
5-day Average (May 11-15, 2025)

Service Provider	***5-Day Average Occupancy (%)***
Cambridge Shelter Corporation - Bridges	88%
YWCA Cambridge	99%
ShelterCare	94%
oneROOF	63%
SHIP Edith MacIntosh	over capacity
SHIP 84 Frederick	84%
SafeHaven 2.0	30%
Kinsmen	83%
Erb's Road	90%

Pactima eSignature Package ID: jhL76xtRrX-y1Ul1b-fMY

76. As listed in the charts above, in April 2023, the Region also opened a tiny homes shelter located at 1001 Erbs Road, Waterloo ("**Erbs Road Shelter**"), a hybrid shelter (each of which is furnished, and equipped with electricity, heating and cooling). The site is owned by the Region and operationally managed and staffed by The Working Centre 24/7 (including through providing support services and security). Services provided at the Erbs Road Shelter include mental health and addictions supports, with a strong focus on connecting residents to more permanent housing options. Since its opening, 27 people have moved into permanent housing from the Erbs Road Shelter. Given the positive response to the Erbs Road Shelter, Regional Council has approved operations for this site until at least 2030.

77. As noted in the chart above, the Region also funds, monitors, and oversees a transitional housing program with 112 spaces across four sites. This program provides time-limited housing and stabilization services that support individuals to move forward with their individualized housing plans and find and secure safe, permanent housing. Services provided through this program are focused on the needs of the individual and the program includes dedicated sites supporting young mothers and youth ages 16-17.

78. The Region funds and operates a program that serves individuals who are unable to access the emergency shelter and transitional housing programs mentioned above for a variety of reasons. This program stabilizes individuals transitioning from encampments in motel accommodation, connecting them to essential human and housing services alongside individualized housing plan and housing search support.

Pactima eSignature Package ID: jhL76xtRrX-y1Ul1b-fMY

79. Beyond shelter-centric programming, the Region also funds two housing loss prevention programs. Two housing resource centres are operated by Starling and connect people with housing-focused planning and search support with the goal of helping them find safe, sustainable housing. These centres in Kitchener and Cambridge served 3,875 households, from April 1, 2024, to March 31, 2025. In addition to the housing resource centres, the Social Development Centre provides peer housing outreach and eviction prevention services to support individuals at risk of losing their housing to stay housed.

80. The Region also funds a street outreach program, which aims to assist with addressing immediate issues related to health, safety, and housing for those experiencing homelessness. This program is operated by the Working Centre, Thrive HIV, Sanguen, and oneROOF.

81. The Region also funds, monitors, and oversees a supportive housing program. Supportive housing is affordable housing which provides wrap-around support services to participants. This program is delivered in fixed site and scattered site models. There are currently 407 scattered site units and 401 fixed site units, some of which are dedicated to specific sub-groups of individuals experiencing homelessness including youth (ages 16-24), women, gender diverse individuals, seniors, Veterans and families with dependent(s).

82. The Region also maintains a community housing waiting list to access affordable housing in the future. Community housing is affordable rental housing for people who

Pactima eSignature Package ID: jhL76xtRrX-y1Ul1b-fMY

have a low to moderate household income. There are over 10,000 units of community housing throughout Waterloo Region.

83. By centering their work around personally designed IHPs, my team helps individuals experiencing homelessness access the services above in a manner that is best tailored to their specific needs. For example, for an individual with a history of addiction issues, an appropriate IHP may prioritize sober living spaces, or may prioritize access to a safe use site depending on individual needs. For a gender-diverse individual, a shelter that is not subdivided by gender may be a more suitable option than a gender-segregated living arrangement.

84. IHPs also recognize that not all individuals are ready to move into permanent housing. For many, accessing a shelter, motel room, or other transitional living arrangement is a necessary first step to obtaining the stability required to move into a more long-term housing arrangement such as subsidized housing or accessing a rental supplement program.

85. Despite all of these programs and initiatives (which collectively represent a substantial increase in funding and capacity for the unhoused since the Persons Unknown Decision), the Region is still some distance from being able to demonstrate that “the number of homeless persons [no longer] exceeds the number of available accessible shelter beds in the Region”, as it was invited to do by the Court in order to terminate the Court’s declaration respecting the Code of Use By-law.

Pactima eSignature Package ID: jhL76xtRrX-y1Ul1b-fMY

86. However, the Property is now needed by a specific time and for a specific purpose relating to the construction of the KCTH. In these circumstances, the Region has passed the site-specific By-law No. 25-021, accompanied by the specific Plan for the Existing Residents. The Region seeks this Court's guidance on whether By-law No. 25-021 is constitutional.

I. The Services Provided by the Region at the Encampment

87. The Region has worked to build relationships with individuals residing at the Encampment and has taken steps to enhance the health and safety of those present at the Property. It is my belief that, without the supports provided by the Region for the Encampment that I detail below, the Encampment would be a more dangerous and disruptive place than it is today.

88. In or about March 2022, the Region assigned security guards through Barber Collins Security near the Property to monitor and respond to issues at the Encampment. The Region did this because the Encampment had become very large with numerous disruptions and complaints from the public, and the Region was concerned for the safety of Encampment residents and others living and working in the general vicinity of the Encampment. The Region continues to hire Barber Collins Security for this purpose, and its personnel are onsite at the Encampment every day for this purpose.

89. Since in or about June 2022, the Region has retained pest control to address a rat infestation present at the Encampment. Pest control attends at the Property every week to provide pest removal services.

Pactima eSignature Package ID: jhL76xtRrX-y1Ul1b-fMY

90. Since March 2021, the Region has also arranged for a regular cleaning of the Property to ensure that garbage from the Encampment is managed including daily servicing of the portable toiles onsite. Starting in or about May 2022, the Region has arranged for large waste bins to be brought onsite every two weeks to support site cleaning. These bins are emptied regularly.

91. The Region also previously paid for janitorial services to clean the washrooms at the nearby St. John's Kitchen, and 24/7 access so that Encampment residents had access to clean washrooms. From April until August 2022, the Region provided security support to allow for safe and orderly access to these washrooms overnight. Since August 2022, the Region has installed portable toilets on the Property to ensure washroom access for Encampment residents. There are currently three portable toilets on the Property.

92. In 2023, Housing Services started a new team of USWs to increase housing outcomes and service connections for people residing in encampments. These Region-employed staff are onsite at the Encampment daily building relationships with the individuals residing there, and they help to develop IHPs and facilitate transitions to alternate accommodations such as shelters or other housing. There are currently six staff that comprise this team. Over the last year (April 1, 2024 – April 30, 2025), 43 individuals from the Encampment have been successfully referred to housing.

93. The Region's costs associated with the Encampment are approximately $66,200 per month as of April 2025, inclusive of on-site security provided by Barber-Collins

Pactima eSignature Package ID: jhL76xtRrX-y1Ul1b-fMY

Security, pest control, garbage removal, portable toilets, and ongoing servicing and maintenance. This figure does not include staffing costs for social supports, outreach, facilities, or by-law staff who attend the site regularly.

J. The Risks to Encampment Residents Arising from the Encampment Environment

94. The Region has become increasingly concerned about potential risks to residents of the Encampment and the broader public. Some of the Region's concerns with respect to the Encampment include:

(a) Overcrowding and congestion on the site;

(b) Evidence of drug paraphernalia that has not been properly disposed of, including syringes and needles;

(c) Barbecues, propane tanks, and the presence of significant debris on the site, which create significant fire risks;

(d) Security incidents on the site, including violent altercations between residents of the Encampment;

(e) Significant clutter and garbage on the Property;

(f) Evidence of rodent activity on the site, including rodent feces;

(g) The presence of human urine and feces; and

(h) Construction of semi-permanent structures out of sandbags, with no building permits and no apparent adherence to any building standards.

95. I have attended the Property many times as part of my responsibilities as Commissioner of Community Services for the Region. During my time there, I have witnessed every type of the concerns I articulate above.

96. Sadly, I am aware of at least five documented deaths at the Encampment since I joined the Region in June 2022. I attach a summary of related incident reports from the security portal for each of the deaths as **Exhibit G**. I have made redactions to these reports to remove information that could be used to identify the deceased individuals referenced therein, as well as to respect the privacy and confidentiality of Region staff responding to these incidents.

97. I am not in a position to say what caused these deaths, which is a matter for the coroner. I can say, however, that the Encampment environment appears to me to be far from ideal for those who are suffering major health challenges and the likelihood that these numbers are under-reported is high.

98. Based on my experiences at the Region and in prior roles, I believe this number does not include incidents where individuals were found non-responsive at the Encampment and later passed away at a hospital. This number also does not include situations where a death resulted from toxic drugs obtained at the Encampment, but where the individual died at a location other than the Encampment. The number of deaths recorded at the Encampment also does not reflect the overall negative health impacts of

encampment living, including a decrease in overall life expectancy for some individuals. I believe the true number of encampment-related deaths is likely higher than the reported figure.

99. There have also been several fires at the Encampment since it was established. Attached as **Exhibit H** is a series of major incident notification reports documenting these fires. Fires on the Property pose a threat to the safety of both those living at the Property and the neighbouring community. I have redacted these reports to protect the personal information and privacy of Region staff and the victims involved.

100. As noted above, there have also been several violent altercations between residents. I attach the incident reports relating to these altercations as **Exhibit I**. I have redacted these reports to protect the personal information and privacy of Region staff and the victims involved.

101. I am informed by the Region of Waterloo's Security Department ("**Region Security**") that while all incidents, such as fires and violent altercations, are reported through security dispatch, incident reports are not created or available for each incident. Region Security has advised me that from April 1, 2024 to the date of this affidavit, there have been a dispatch record of 37 minor fires reported for the Encampment in addition to the four major fires for which incident reports were created (see Exhibit H). I understand that a "major fire" is one that entails significant damage to or loss of structure or tent and/or involves a response from the Kitchener Fire Department Region. A "minor fire" falls short of that definition, but it can still involve damage to property or harm to an individual.

Crucially, the difference between a major and minor fire is often luck and early intervention.

102. Security also informed me that there were 19 major altercations reported at the Encampment since December 1, 2023, far more than the incident reports in Exhibit I suggest.

103. I also attach a photograph of a sandbag structure that has recently been built on the Property as **Exhibit J**. I am concerned about the structural soundness of this makeshift building.

104. It is my belief, based on the above, that many of the Existing Residents will be safer and have access to better supports once they transition to alternative accommodation arrangements under the Plan, as described above.

105. The above circumstances have also contributed to my view, which I hold strongly, that creating a new, Region-sanctioned encampment on a different piece of property is a poor choice for the Region, for Existing Residents and for those in the Region experiencing homelessness. In my view, we should be prioritizing the development and implementation of IHPs for Existing Residents and those experiencing homelessness across the Region with the resources available to us.

K. The Region's Need to Manage the Site and Need for the Powers Set Out in By-law 25-021

106. By-law 25-021 is intended to provide Existing Residents with the right to continue to reside at the Encampment until November 30, 2025, or such time as they agree to

transition to alternative accommodation arrangements, whichever comes first. This is subject only to the proviso that they do not engage in any conduct that constitutes a serious threat to their own health and safety or to the health and safety of other persons.

107. The By-law restricts anyone who was not already residing at the Encampment as of April 16, 2025 (the date when public notice of the By-law was provided) from moving into the Encampment. The Region is focusing on meeting the needs of the Existing Residents and transitioning them to appropriate alternative accommodation. If there was an influx of new residents seeking to establish themselves, the Region would be less able to meet these needs, less able to provide services, and less able to monitor and ameliorate the safety risks to the Existing Residents.

108. The By-law also confirms the Region's ability to manage the site, address disruptive behaviour of residents and visitors to the site and to ensure that the Region can continue to deliver services, including meetings between members of my team and Existing Residents to work on and develop IHPs.

109. Unfortunately, there have been incidents in past when some individuals who consider themselves advocates for the rights of the Existing Residents have shouted down the Region's USW team, or interposed themselves between USW team and the Residents, and impeded or prevented the Region from providing services, including USWs seeking to inform residents of the options that are available to them under the Plan. I attach incident reports arising from these incidents as **Exhibit K**. I have redacted

these reports to protect the personal information and privacy of Region staff and the victims involved.

110. The By-law also protects the Existing Residents, visitors, and Region staff from conduct that is intimidating, threatening, or sexual harassment. This is for the protection of all persons at the Property and to limit the opportunity for non-residents to interfere with the delivery of services to the site and to the people there. There are no restrictions or prohibitions on bringing food or supplies to the Existing Residents, if those who do so adhere to the rules set out in the By-law.

111. While parking is not available directly at the Property for safety and space reasons, there is parking available at 84 Victoria Street North, an adjacent site. Those bringing donations or offering other assistance (including legal counsel) have been directed to use that site to park vehicles as needed. Below is a screen capture image indicating where the Property is in relation to 84 Victoria Street North:

112. I understand that the Region has adopted a measured approach to enforcement of the By-law. No charges have been laid to date, and no trespass notices have been issued. For the first few weeks, Region staff have been attempting to explain the By-law and the options under the Plan to the Existing Residents. To date, the focus has been on education rather than enforcement activities.

113. Provided that Existing Residents and visitors to the Property follow the direction of Region Staff and security in their efforts to manage the site and implement the Plan, we are hopeful that enforcement activities can remain low-key as the Existing Residents are transitioned to appropriate alternative accommodation arrangements. However, the By-law provides for the enforcement powers that Regional Council has assessed as being

necessary and appropriate and consistent with those set out in other by-laws enacted by the Region.

114. In keeping with the foregoing, to date, the Region has not taken steps to enforce the By-law. This is particularly so with respect to the Region's powers under the By-law to limit access to the site to Existing Residents.

115. As a result of the Region not enforcing the By-law, approximately fifteen new individuals have joined the Encampment since April 16, 2025, meaning that the Encampment now has a population of approximately forty-five individuals.

116. This demonstrates that, if the By-law cannot be enforced, the population present at the Encampment may increase beyond the Existing Residents, making it increasingly challenging to provide vacant possession of the Property by December 1, 2025.

117. As I explained above, as more individuals join the Encampment closer to December 1, it will be increasingly difficult for my team to assist these individuals properly through creating and implementing tailored IHPs. Just as keeping a closing shelter at full capacity until the date of its closure is undesirable and inconsistent with the Region's usual practice, allowing the Encampment to grow will also pose significant challenges to the USWs working at the Encampment, and will be harmful for the community at the Encampment.

118. For this reason, enforcement of the By-law prior to December 1 is crucial for ensuring that my team can adequately support Existing Residents.

Pactima eSignature Package ID: jhL76xtRrX-y1Ul1b-fMY

119. I believe that, with appropriate respect for the By-law, and the continuing efforts of my team, the Region will be successful in developing and implementing IHPs for Existing Residents that will facilitate their transition into more permanent forms of housing and an improved quality of life such that the Property can be made available for site remediation by December 1, 2025.

120. During this time, of course, my team will continue its work across the Region with all those experiencing homelessness.

AFFIRMED by Peter Sweeney of the City of Cambridge, in the Regional Municipality of Waterloo, before me at the City of Toronto, in the Province of Ontario, on June 6, 2025, in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

Peter Sweeney

Commissioner for Taking Affidavits
(or as may be)

GRETA HOAKEN
(LSO # 87903I)

Peter Sweeney

Pactima eSignature Package ID: jhL76xtRrX-y1Ul1b-fMY

This is Exhibit “A” referred to in the Affidavit of Peter Sweeney affirmed by Peter Sweeney of the City of Cambridge, in the Regional Municipality of Waterloo, before me at the City of Toronto, in the Province of Ontario, on June 6, 2025 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

Commissioner for Taking Affidavits (or as may be)

GRETA HOAKEN

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THE PLAN TO END CHRONIC HOMELESSNESS

Navigating Complexity Together

A Roadmap to Functional Zero by 2030

Waterloo Region
April 2024

The Plan to End Chronic Homelessness

IN COMMUNITY,
BY COMMUNITY,
FOR COMMUNITY.
#ThePlanWR

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Table of Contents

Reading the PECH 4
Co-Creator Membership and Community Support for the PECH 5
Introduction 8
Methodology and Discussion of Process 11
Framing the Lived Experts Prototyping Process and Attached Report 12
Definitions 14
Framing the Problem 21
The High-Level Problems we seek to address 22
Quotes and Stories Behind the Statistics 25
Key Plan Elements 27
System Overview for Ending Chronic Homelessness 30
Inside The Plan—PECH High-Level Structure 31
Our Vision for Housing Stability System Transformation 32
Mapping the Problem Space to Our Solutions 34
The Tree Analogy 34
Interventions for System Transformation 36
Intervention 1: Broadening Our Current Housing / Prevention Support Continuum 38
Intervention 2: Community-Driven System Leadership 39
Intervention 3: Centring Lived Expertise and Equity-Owed Groups 42
Intervention 4: Defining and Combining our Housing First and Human Rights approaches 43
Strategic Focus Areas 45
How our Strategic Focus Areas Support our System Interventions 46
Focus Area #1: Create Policy and System Accountability 48
Focus Area #2: Centre Community Voices 49
Focus Area #3: Build System Bridges 50
Focus Area #4: Advance Equitable Housing 51
Focus Area #5: Focus on Preventing Homelessness 52
Focus Area #6: Change the Narrative on Housing and Homelessness 53
Focus Area #7: Advocate and Collaborate for Broader Change 54
Actions 56
Investment Strategy 2024–2030 66
Tracking Our Progress: KPIs, Outcomes, Solutions and Experiences 71
Change Management Approach 74
Shared Principles for Change 76
Incorporate Lived Expertise Leadership Throughout 76
Champion Intersectional Human Rights 76
Prioritize Human Well-being Over Financial Gain 77

Pactima eSignature Package ID: jhL76xtRrX-y1Ul1b-fMY

Reform governance and service systems 77
Rebuild communities and involve the capacity of the whole community 78
Commit to Safe Housing First 78
Whole of Community Leadership –Integrated Systems Planning 79
An Investment in the Equipping of Community Leaders and ROW Staff 81
The Two Loops Model of Systems Change 85
Short-Term Action Plan and Next Steps 87
References 89

Pactima eSignature Package ID: jhL76xtRrX-y1Ul1b-fMY

Reading the PECH

This plan is a compilation of content developed by co-contributors including members of the Lived Expertise Prototyping Working Group, members of the Co-Creator Group, and members of the project team. It is rooted in extensive Community Engagement completed during the summer and fall of 2023 and the ongoing work of the Co-Creator Group and Lived Experts Prototyping Cohort.

Key Report Contributors

Plan to End Chronic Homelessness Co-Creator Group

Made up of system leaders, service staff and representatives from equity-owed groups. This group grew throughout our process as more members of the community found out about our work and as we developed relationships with key interest-holders through our work

Lived Experts Prototyping Cohort

Lived Expertise Prototyping is an ongoing process to integrate the experience and wisdom of lived experts into Waterloo Regional operations. This process has been facilitated by the Social Development Centre through 2023 and will continue to the end of 2024.

Black left margin bar identifies plan content that include Lived Expertise Prototyping Cohort voice.

Report Authors

Region of Waterloo
The Region of Waterloo serves with caring and responsible public service, engages by listening and responding to community needs, and inspires by conducting business with openness to enhance public trust and confidence.

Social Develop Centre Waterloo Region
The Social Development Centre Waterloo Region is a learning organization that supports all voices in creation of community wide solutions ensuring that lived experience is the basis for collective action.

Overlap Associates
Overlap Associates is a local design consultancy that puts people at the centre of our work and your solutions. Overlap works with organizations of all sizes on problems that matter most to them.

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Co-Creator Membership and Community Support for the PECH

"If we could go back and do it differently, emphasize the interlinkages between organizations and systems" —Engagement Participant

Pactima eSignature Package ID: jhL76xtRrX-y1Ul1b-fMY

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Pactima eSignature Package ID: jhL76xtRrX-y1Ul1b-fMY

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Pactima eSignature Package ID: jhL76xtRrX-y1Ul1b-fMY

Introduction

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Introduction

The Region of Waterloo's Vision Statement outlines an aspirational future state—*A compassionate community that cares for all people, stewards the land for future generations and where everyone has the opportunity to live a good life.* The work of bringing about this future state is deeply rooted in our efforts to end chronic homelessness in Waterloo Region.

The intention of the Plan to End Chronic Homelessness (The PECH) is to detail our collective journey to this end goal. **And yet, there is urgency and complexity that cannot be fully expressed in this document**—the depth of human suffering in our community; the need for frank public discourse about the harms of criminalization of the unsheltered (LE Prototyping Cohort, 2024); the impacts of the mental health and addiction crisis gripping a growing number of our families, friends and neighbours; and the tangible ways our collective values and apathy perpetuate the cycle of dehumanization (LE Prototyping Cohort, 2024) of those who need our care. The urgency and complexity of responding to this challenge means that defining what is in scope or out of scope of the PECH is a difficult task.

Here lies a key tension emerging from our work of creating the PECH—the stated ask and desired outcome from Regional Council, an action plan outlining tangible steps to achieve functional zero chronic homelessness, does not align fully with the stated needs from the community. Community and Lived Experts have highlighted that ending chronic homelessness will require:

- A focus on process rather than product/outcome (the "how" is equally as important as the "what")
- Recognizing and naming failures and harms caused by contributing systems in our society (including colonialism, the financialization of housing, criminalization of homelessness) (LE Prototyping Cohort, 2024)
- It is critical to address the current gaps in service provision and intervene at different levels of systems—branches, trunk and roots—for transformative change within the structures and power systems that maintain the problems (LE Prototyping Cohort, 2024)

Stated clearly, reaching functional zero chronic homelessness will require significant system transformation beyond simply increasing the same supports that we currently have in place and will require examining systems, incentives, values and mindsets that may seem tangential to the problem of homelessness. The magnitude of the complexities and challenges is beyond the mandate of The Region of Waterloo to solve. The macro forces that have led to the current homelessness crisis must be addressed through collective action. Action that is supported by the

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broader local community, Area Municipalities and through increased investments from Provincial and Federal governments.

The resulting Plan to End Chronic Homelessness is a living document infused with the voices of our community and Lived Experts and lays out our proposed approach to achieving functional zero homelessness in Waterloo Region by 2030.

Through our broad community engagement and co-design process it became clear that if we hope to end chronic homelessness we must transform the Housing Stability System to be:

- **Responsive**—allow community voices—including Lived Expertise and Equity-Owed Groups—to drive our decisions (LE Prototyping Cohort, 2024)
- **Sustainable**—creating system supports to staffing that addresses capacity, recruitment/retention, training, mental health supports and wellness
- **Integrated**—more efficient and aligned within the sector and with other sectors including but not limited to health, justice, social & disability services, children & youth services and other related service systems
- **Inclusive**—it must be person-centred, ensuring that individuals no matter their circumstance (LE Prototyping Cohort, 2024) can access services
- **Adaptive**—expand our current continuum of supports and resources to match the current and future needs of our community. We must take proactive, predictive and preventative action to address the changing demographic of homelessness

Our vision for system transformation is a Housing Stability System that is an integrated, inclusive, adaptive, responsive and sustainable ecosystem. The Plan to End Chronic Homelessness articulates how **working in community, by community, for community** will strengthen relationships and build a shared ownership of solutions.

Methodology and Discussion of Process

Our core intention to co-create The Plan is part of what makes this journey different.

Our aim remains to create a plan that is driven by community identified needs, gaps, and solutions. We will continue to do this by working “in community, by community, for community”.

We are committed to these ways of working:

- Shared solutions and implementation
- Centering the voices of those most impacted
- Transformational relationships and trust building
- Inclusive community engagement

At the outset of this work there were two parallel processes—The SDCWR Lived Expertise Prototyping Cohort and the Overlap-led work to produce The Plan. The

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intention of these two processes was the centering of lived expertise and creating time and space for their interpretation and wisdom to influence our process, outcomes and to begin the process of developing meaningful relationships.

This council report is supported by two separate reports/planning documents as for consideration by Regional Council. These reports are separate, but linked, and are intended to highlight the differences in the approach and perspectives between Lived Experts and the more system/politically influenced plan.

Lived Experts have provided input on several key features of our plan including definitions, the analogy and imagery of the Tree as a representation of our problem and solution spaces, Strategic Focus Areas and Actions.

The Plan took shape over the course of monthly Co-Creator Roundtables starting in June of 2023. Co-Creators worked to synthesize engagement data, shape the Strategic Focus Areas and generate Actions. The Actions in this document were summarized from upwards of one hundred projects and initiatives identified by Lived Experts and Co-Creators. These projects and initiatives were summarized for the benefit of the reader as they were highly technical and numerous. The 30 Actions currently living in the document give a tangible overview of the work that will take place to bring about our system vision and reaching our end goal of functional zero homelessness by 2030. The intention is to further explore, prioritize and implement actions based on this original list of projects.

Framing the Lived Experts Prototyping Process and Attached Report

The Social Development Centre Waterloo Region (SDC) is a core partner on the Plan to End Chronic Homelessness. From this partnership, the Prototyping Process was developed to centre the voices of Lived Experts and innovate solutions with Regional Staff and other interest-holders.

The Prototyping Process began in March 2023 with an initial cohort of representatives from the Lived Expertise Working Group, the People's Action Group, Regional Staff, SDC staff, and outreach workers. This cohort developed a model of communication and collaboration to make prototyping possible. They also conducted Participatory Action Research with current residents in unsheltered communities. From these conversations, they developed language and models about the problem space such as the Tree metaphor at the centre of the PECH. At the end of this initial phase, five areas of further prototyping were identified.

The Cohort has since expanded to over 30 representatives, including Lived Experts, mutual aid group representatives, advocacy group representatives, agency representatives, and an expanded group of Regional and City staff. The Prototyping

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> Process currently is slated to continue to the end of 2024 with recommendations on how to embed the principles of lived expertise, collaboration and learning in the ongoing work of the Region.
>
> Members of the cohort met intensively for two months to develop the report calls to action included in the appendix. This report includes key terms, legal context for a human rights approach, and 30 calls to action for consideration. The report has deeply informed the development of the Plan to End Chronic Homelessness.
>
> The partnership with Lived Experts and the Social Development Centre Prototyping Process has added tremendous value and insight into the PECH and the process of creating it.
>
> We have worked throughout the process to create meaningful moments of cross-pollination between the two streams of work. We recognize that these efforts have been successful and yet there is a large amount of work to do to continue building relationships and trust between lived experts, grassroots organizations, advocates and ROW staff and leadership.
>
> Our collaboration has also illuminated the existing contrasting opinions about the approach to ending chronic homelessness in the Region. The attached report—created by Lived Experts—is an example of the differing perspectives and a view of the contrast between the groups. (LE Prototyping Cohort, 2024)

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Definitions

Definitions

We have included a definitions section as clear and consistent language is an important part of the process of finding common understanding as a community. And we acknowledge that language is ever evolving, different groups use different definitions and part of the work is to continually evolve these alongside communities.

- **Accessibility—**Specific features incorporated by design with the goal to reduce or remove barriers to participation or enjoyment by all people. (LE Prototyping Cohort, 2024)
- **Adequate Housing—**Housing that meets the legal standards for security of tenure, affordability, habitability, accessibility, availability of services, location and cultural appropriateness. In the absence of such, the right to housing is not met. (LE Prototyping Cohort, 2024)
- **Chronic Homelessness**—Refers to individuals who are currently experiencing visible and hidden homelessness AND who meet at least 1 of the following criteria:
    - they have a total of at least 6 months (180 days) of homelessness over the past year
    - they have recurrent experiences of homelessness over the past 3 years, with a cumulative duration of at least 18 months (546 days)

    (*Reaching Home: Canada's Homelessness Strategy Directives*, 2023)
- **Deeply Therapeutic Housing—**is housing designed to provide support for people with the highest levels of acuity. This includes but is not limited to individuals with significant complex substance use, concurrent mental health needs or who are otherwise medically fragile and are homeless, at risk of becoming homeless, or who are considered inadequately housed. This type of supportive housing is a gap in our system identified through community engagement and by lived experts and co-creators. The gap is emerging as our current system is not adequately addressing the needs of people who are deeply unwell. (*Supportive Addiction & Mental Health Housing (SAMH)*, n.d.)
- **Equity-owed groups**—These are groups that experience systemic oppression, marginalization, and discrimination often due to the legacies of colonization, slavery, and imperialism. These groups include but are not limited to those who are Black (African and Caribbean diaspora), Two-spirit and Indigenous Peoples

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(First Nations, Inuit and Métis), and communities ` `racialized as non-white; persons identifying with a disability/disability communities; members of 2SLGBTQIA+ communities; women, trans, and femme-presenting people; and those living in rural areas. (LE Prototyping Cohort, 2024)

- **Functional Zero (0)** —A community has reached functional zero (0) of any type of homelessness when the number of people experiencing homelessness is zero, or if not zero, then either 3 or .1% of the total number of individuals experiencing homelessness on a by-name list, whichever is greater, and sustained for 3 consecutive months. (*Built for Zero Canada Functional Zero Homelessness Question and Answer Document*, 2021)

Figure 1. Built for Zero Definition of Functional Zero Chronic Homelessness

- **Homeless Individuals and Families Information System (HIFIS 4)—** Developed by the Government of Canada, HIFIS is a Homelessness Management Information System (HMIS) that is designed to support the day-to-day operational activities of Canadian homelessness service providers. As a comprehensive data collection and case management system, HIFIS enables participating service providers within the same community to access, collect, and share local real-time homelessness data to ensure individuals and families accessing services are prioritized and referred to appropriate services at the correct time.

- **Homelessness—**Homelessness describes the situation of an individual, family or community without stable, safe, permanent, appropriate housing, or the

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immediate prospect, means and ability to acquire it. It is the result of systemic or societal barriers, a lack of affordable and appropriate housing, the individual/household's financial, mental, cognitive, behavioural or physical challenges, and/or racism and discrimination. Most people do not choose to be homeless, and the experience is generally negative, unpleasant, unhealthy, unsafe, stressful and distressing. (LE Prototyping Cohort, 2024)

- **Human Rights Approach**—People experiencing homelessness are treated as rights holders, where their agency is respected, and where the Region has a duty of care for their housing needs. Region will be compliant with national and international human rights law and ensure it is appropriately prioritized amidst other legal obligations such as those regarding property rights, privacy and liability. (LE Prototyping Cohort, 2024)

- **Housing First (HF)** Is based in a human rights framework and has two primary components: **housing and support**. It is not housing only.
    - **Housing:** participants are provided access to housing of choice in the community—facilitated by portable rent supplements—that is no more than 30% of their income.
    - **Support:** access to wrap around addiction/mental health supports, intensive case management and other supports aimed at promoting housing stability, recovery, community integration, and achievement of life goals.
        - Housing First is driven by 3 key principles:
            - consumer choice and self-determination
            - recovery (treatment focused)
            - community integration (physically, psychologically and socially).
        - Housing First is an empowerment approach in which the consumer is viewed as the expert on his/her experiences and aspirations; it is critical to begin by asking consumers where they want to live.
        - Recovery is a treatment orientation that refers to a participant's journey of growth and self-improvement in the direction of achieving life satisfaction.
        - The third principle is community integration. Whereas people with mental illness, who are homeless, often experience segregation, exclusion, and stigma. The goal is to help people become physically, psychologically, and socially integrated in the community.

Pactima eSignature Package ID: jhL76xtRrX-y1Ul1b-fMY

(Dr. Geoffrey Nelson, Department of Psychology, Wilfrid Laurier University, n.d.)

- **Housing Stability System (HSS)**—The Region of Waterloo is the provincially-designated Service Manager for Housing and Homelessness. In this role, the Region is responsible for program planning, service delivery, distribution of resources, and quality assurance of housing-first services that help people find and maintain permanent housing; this network of services is known as the HSS. The HSS supports individuals and families across Waterloo Region who are experiencing homelessness, at immediate risk of homelessness, and in the recovery stages from homelessness.

- **Indigenous Homelessness**—"Unlike the common colonialist definition of homelessness, Indigenous homelessness is not defined as lacking a structure of habitation; rather, it is more fully described and understood through a composite lens of Indigenous worldviews. These include: individuals, families and communities isolated from their relationships to land, water, place, family, kin, each other, animals, cultures, languages and identities. Importantly, Indigenous people experiencing these kinds of homelessness cannot culturally, spiritually, emotionally or physically reconnect with their Indigeneity or lost relationships" (Thistle, 2017; see also (Aboriginal Standing Committee on Housing and Homelessness, 2012). (LE Prototyping Cohort, 2024)

- **Prioritized Access to Housing Supports (PATHS)**— A Coordinated Access System (Coordinated Access) is a systems-level approach for addressing homelessness that provides a consistent way to assess, prioritize and connect people experiencing homelessness to Region-funded housing and supports. Locally, this is referred to as the Prioritized Access to Housing Supports (PATHS) Process.
    - PATHS Process Overview
    - The PATHS process includes four main steps:
        - People experiencing homelessness are assessed for eligibility at defined access points across the system, using a common assessment tool.
        - If people are eligible, they join the PATHS List. The next step is to get offer-ready with support from PATHS Partners (Service Providers that help people to move forward with their Housing Plan while they wait) and Service Navigators (on the PATHS Team).
        - Once offer-ready, people are matched with a housing support vacancy and prioritized for an offer.

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- In the final step, Housing Liaisons (on the PATHS Team) support people to transition to their new home.

Pactima eSignature Package ID: jhL76xtRrX-y1UI1b-fMY

"Everybody needs and deserves a safe place, it's a human right."

—ENGAGEMENT PARTICIPANT

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Framing the Problem

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Framing the Problem

The number of people experiencing homelessness in Waterloo Region is unprecedented. Since the beginning of the COVID-19 pandemic, homelessness has risen in numbers and visibility. In the 2021 PiT (Point in Time) count, the Region found that more than 1,000 individuals were experiencing homelessness with over 500 of those individuals estimated to be experiencing chronic homelessness or homelessness for longer than six months.

Chronic homelessness in Waterloo Region has been increasing at an average growth rate of 28% year over year since 2020. Since January 2020, chronic homelessness in the region has increased by 129%. The unprecedented growth in homelessness is compounding existing difficulties both for individuals experiencing chronic homelessness and for the services within the system.

In September of 2023, in collaboration with our Co-Creator Group and the Social Development Centre (SDC) Prototype cohort, the PECH Core Team produced a Key Findings Report. This report is an in depth exploration of the problem space rooted in community engagement findings, secondary research and analysis of current system data. Please refer to the report for further context.

The High-Level Problems we seek to address

- **The current system is not designed (LE Prototyping Cohort, 2024) or adequately resourced to address the increase in numbers of individuals (volume) requiring support or the increased complexity of needs that individuals have**
- **Current system leadership and governance approaches are undermining our community's ability to respond to the issue of homelessness.** The current structure of siloed and hierarchical decision-making is creating a lack of transparency and trust within the Housing Stability System and the broader community
- **Lack of Lived Expertise and Equity focus is creating system responses that do not align with the needs of the community and is actively causing harm**—systems need to sense and see themselves (LE Prototyping Cohort, 2024) in order for change to occur.
- The Province and the Federal government's retrenchment of building community housing in the 70's and 80's has led to reliance on the private market which has driven a **hyper-financialized capitalist model of housing. Increased housing**

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> **costs are reducing access to housing for broad groups of our population.** (LE Prototyping Cohort, 2024)

- The prevalence of **mental health and substance addiction alongside the unprecedented crisis of drug poisonings** playing out in our community are intricately tied to the rise in and deepening complexity of experiences of homelessness
- There has been a long-standing issue of unequal access to services and support for individuals who are at risk of or experiencing homelessness in rural and township areas. To access the necessary support, individuals are often required to leave their rural communities and travel to urban centers, which can result in a loss of important community connections and **an increase in demand for urban-based services.** It is important to leverage the supports and services that exist in the rural areas to develop (co-create) a made-in-rural solution.

> - The **face of homelessness is changing** (diversity , intersectionality)—This mix of factors is broadening the percentage of our community that is precariously housed, hidden homelessness, and housed in non-market options. This is giving us a skewed perspective of the causes of homelessness and those experiencing it in our communities. (LE Prototyping Cohort, 2024)

- **There is an increase in people living in encampments.** This trend highlights the growing rate of homelessness and—among many other factors—points to a shortfall in shelter capacity and accessibility, as well as barriers to securing permanent housing. (*Homeless Individuals and Families Information System (HIFIS)*, 2023) (Turner, 2023)

Key Numbers to Quantify the Problem

Chronic homelessness in Waterloo Region has been increasing at an average growth rate of 28% year over year since 2020. Since January 2020, chronic homelessness in the region has increased by 129%.

- If the 28% annual increase in chronic homelessness continues, the community will have triple the number of residents experiencing chronic homelessness by 2028.
    - As of February 2024, there are 558 individuals on the Prioritized Access to Housing Supports (PATHS) List.
    - The average number of days individuals on the PATHS list have been without permanent and safe housing is 1,403 days (3 years 8 months).

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    - 12% of all chronically homeless individuals on the PATHS list identify as Indigenous. This is an overrepresentation of Indigenous people experiencing chronic homelessness as they make up 1.7% of the total population of Waterloo Region.
    - The supportive housing program across fixed-site and scattered options has a current capacity to support approximately 570 individuals.
- In 2024, approximately $56 million will be invested into the local homelessness system in various service areas (outreach, prevention, shelter, supportive housing, etc.). Based on current state and future trends, this investment is not keeping pace with the growing need for additional supports to end chronic homelessness.
- Up to 70% of the folks experiencing homelessness or who are precariously housed have screened positive with the HELPs Screener as having an acquired brain injury (ABI) with similar trends in other regions. Often brain injury in the homeless population goes undiagnosed. It is not unusual for addictions and mental health issues to also be factors that impact their ability to maintain housing and also mask brain injury symptoms. Not only do these people require a specialized brain injury worker but additionally, wrap around supports offering all three areas of specialty through an integrated team approach.

- Youth homelessness is on the rise.
    - A recent survey from Children and Youth Planning Table showed 13% of youth respondents were experiencing homelessness (13% of 1867 respondents = 243 youth) in 2023 (*2023 CYPT DATA BRIEF*, 2024)
    - Youth shelters are frequently at capacity and are supporting individuals 12-18 years old. There has been a 20% increase from the previous two years.

Quotes and Stories Behind the Statistics

These statistics fold out into real living stories from valued neighbours in our community. These experiences represent a history of our systems level failures and the frustration and harm unchallenged systems bring. They also act as motivation and a call for change.

> “Some guy beat me up on the street. Yeah, I was in the hospital because of it... I died a few times...Meantime my landlord, he got rid of everything in my apartment and I lost my rent geared to income housing and I ended up

Pactima eSignature Package ID: jhL76xtRrX-y1Ul1b-fMY

discharged from the hospital and driven to the shelter.“ — Project Willow Interview Participant

“I slept in the parking garage across the street because I wanted to make the statement that I do have nowhere to go. And I’m not going back to a building that I’ve been raped in.“ — Project Willow Interview Participant

“You do not know how much actual physical, emotional and financial trauma that each one of us have gone through before we’ve even been able to have the strength and the courage to walk through these doors. Okay, because unless you’ve been through it yourself, then you don’t know it.“ — Project Willow Interview Participant

“Why do we need to wait for someone to be on fire before we give them a hose?“—PECH Engagement Participant

“The ability to address the mental health and trauma pieces in which lead women to addictions and homelessness in the first place is something I have always believed to be at the forefront of being a piece of the shelter system. Housing, the safety in which one feels when they don’t have to be wet and unsafe on the street is only the tiniest fraction of being able to offer support to women in this community. A piece of the solution, is addressing the fragility of the client in which accesses services.“ — Project Willow Survey participant

“There are no real safe places in the community“ — Project Willow Survey Participant

Pactima eSignature Package ID: jhL76xtRrX-y1Ul1b-fMY

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Key Plan Elements

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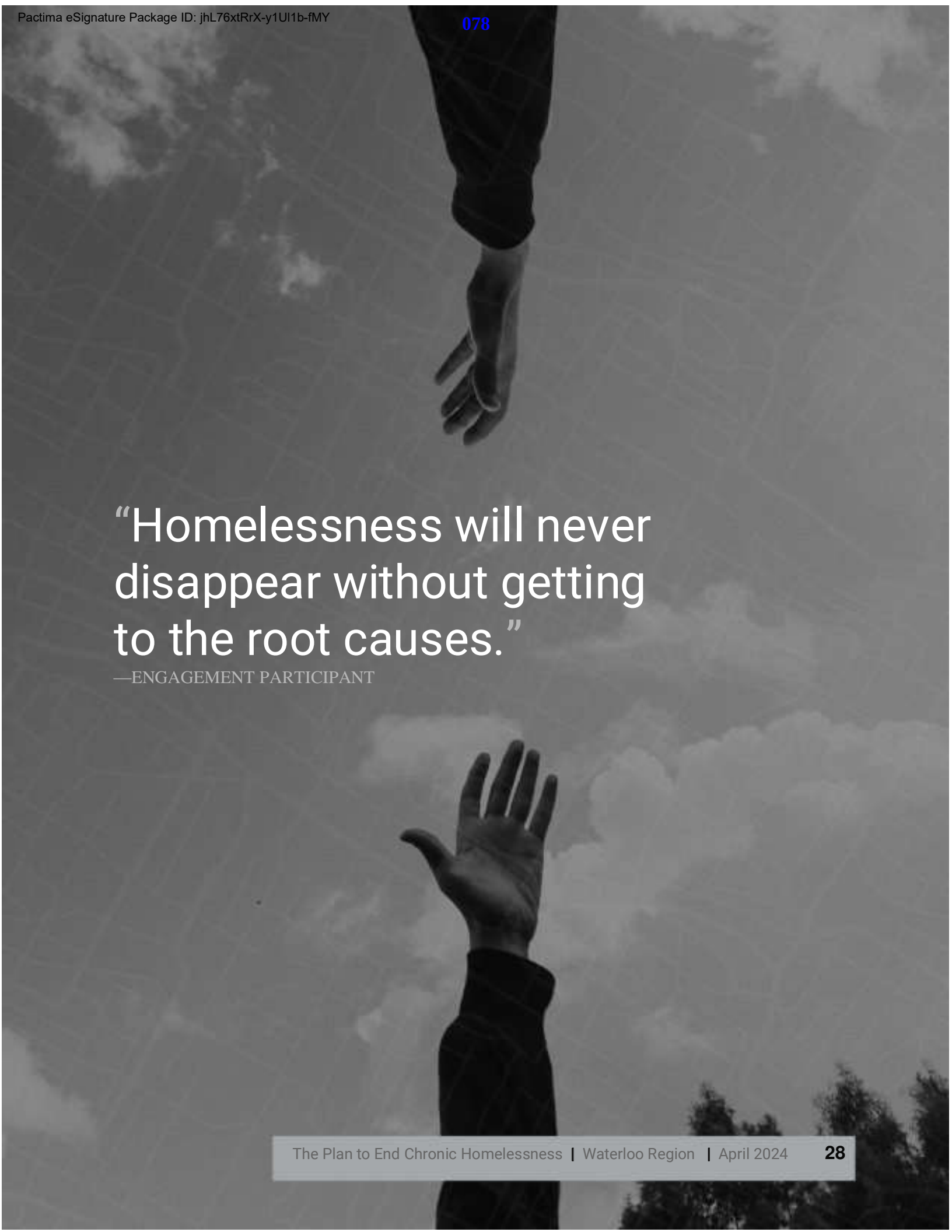

"Homelessness will never disappear without getting to the root causes."

—ENGAGEMENT PARTICIPANT

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Key Plan Elements

End Goal—To reach functional zero chronic homelessness in Waterloo Region by 2030.

Vision for System Transformation—To transform the Housing Stability System to be an responsive, sustainable, integrated, inclusive and adaptive ecosystem.

System Interventions—These are major changes we are proposing to the Housing Stability System to bring about our vision

Strategic Focus Areas—Large categories of work / activity to bring about our system interventions. These describe the broad areas of work within the PECH.

Actions—Clear projects, initiatives or achievements we will work toward that align with one or more Strategic Focus Areas.

Measurable Outcomes and KPIs—Outcomes of our Focus Areas that will show us we are make progress towards implementing our system interventions

Investment Strategy—strategic investments to stabilize the current system and transform the system.

Change Management Approach—These are principles, tactics and methods we will use to bring about our desired vision for system transformation.

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System Overview for Ending Chronic Homelessness

This diagram represents how the PECH will transform the Housing Stability System to End Chronic Homelessness.

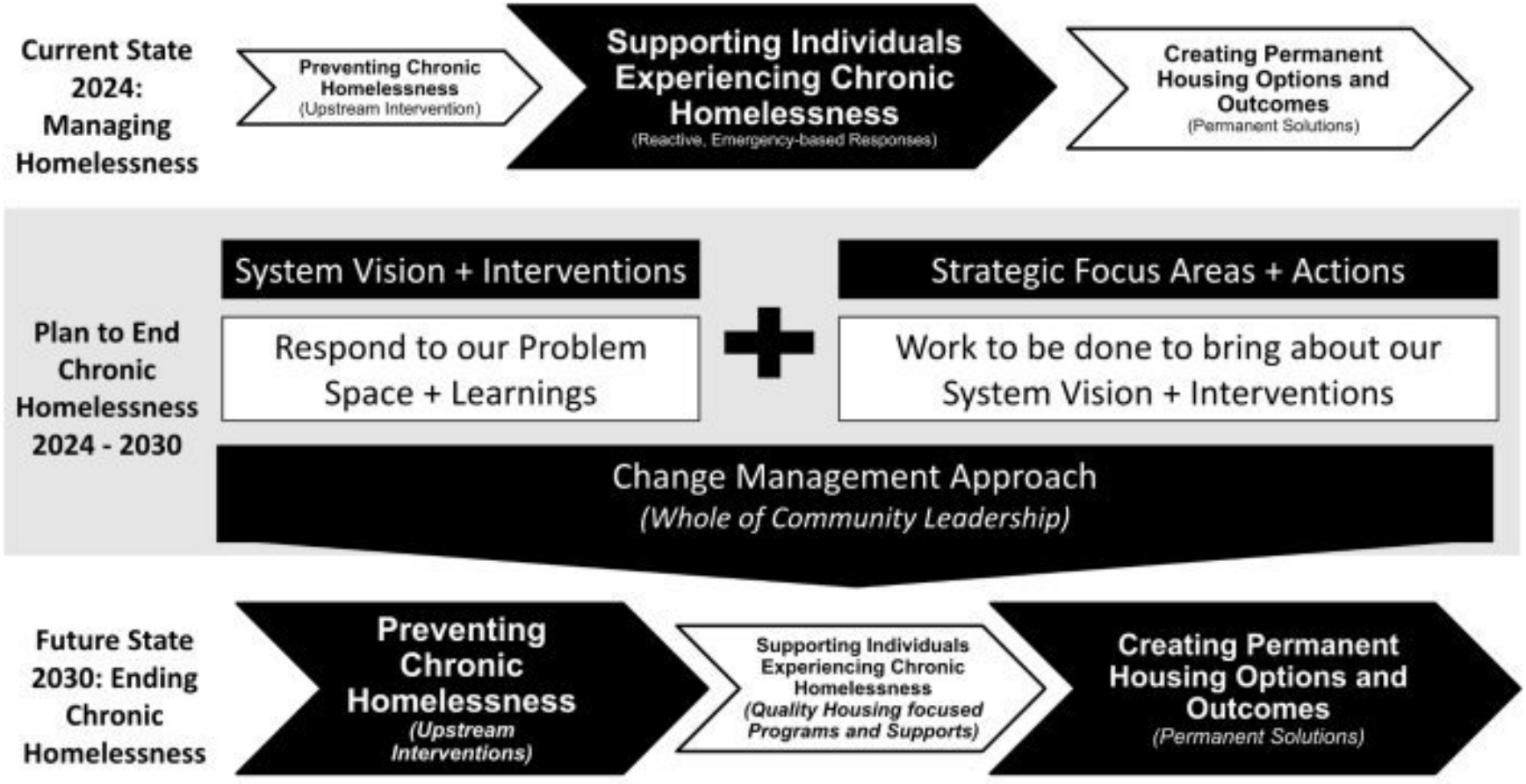

Figure 2. System Overview for Ending Chronic Homelessness

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Inside The Plan—PECH High-Level Structure

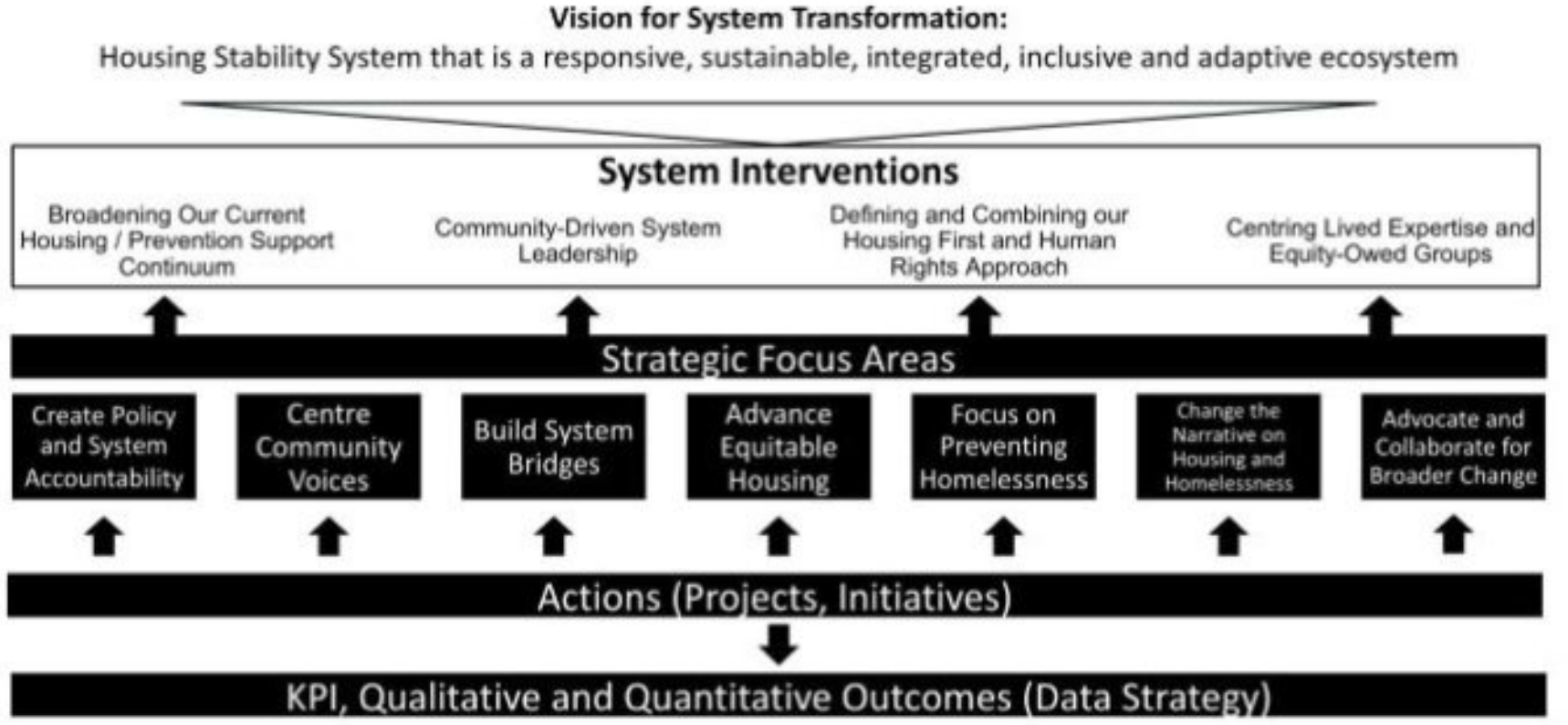

Figure 3. Inside the Plan—PECH High-Level Structure

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Our Vision for Housing Stability System Transformation

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Our Vision for Housing Stability System Transformation

We will reach functional zero chronic homelessness by 2030 by transforming the Housing Stability System to be a **responsive, sustainable, integrated, inclusive and adaptive ecosystem.**

To accomplish this transformation and resulting end goal we must intervene at different levels of our systems and communities. We must respond quickly and over the short-term to "branch-level issues" to reduce immediate suffering in our community and we must do our best to address the "root causes of homelessness" to transform the system over time.

To do this Co-Creators and Lived Experts have pointed to key shifts that we hope will transform the system. These “interventions” are proposed in direct response to our learnings from community engagement and environmental scanning.

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Mapping the Problem Space to Our Solutions

The Tree Analogy

Early in the process of developing the Plan to End Chronic Homelessness, Lived Experts introduced the analogy / imagery of a tree to describe the causes of homelessness in our community. To properly transform our system and end chronic homelessness we must intervene at different levels of our systems and communities—if we do not we will continue to be in a reactionary state, using downstream fixes for upstream issues. For example: focusing exclusively on the branches results in reactive and short-lived actions. While solutions at the branches level are required, they cannot be the only solutions implemented, otherwise we will perpetuate the status quo. (LE Prototyping Cohort, 2024)

This tree analogy has since been central throughout the Lived Experts Prototyping and broader plan development process. It now acts as a framework for us to align our Problem Space and Solution Space directly:

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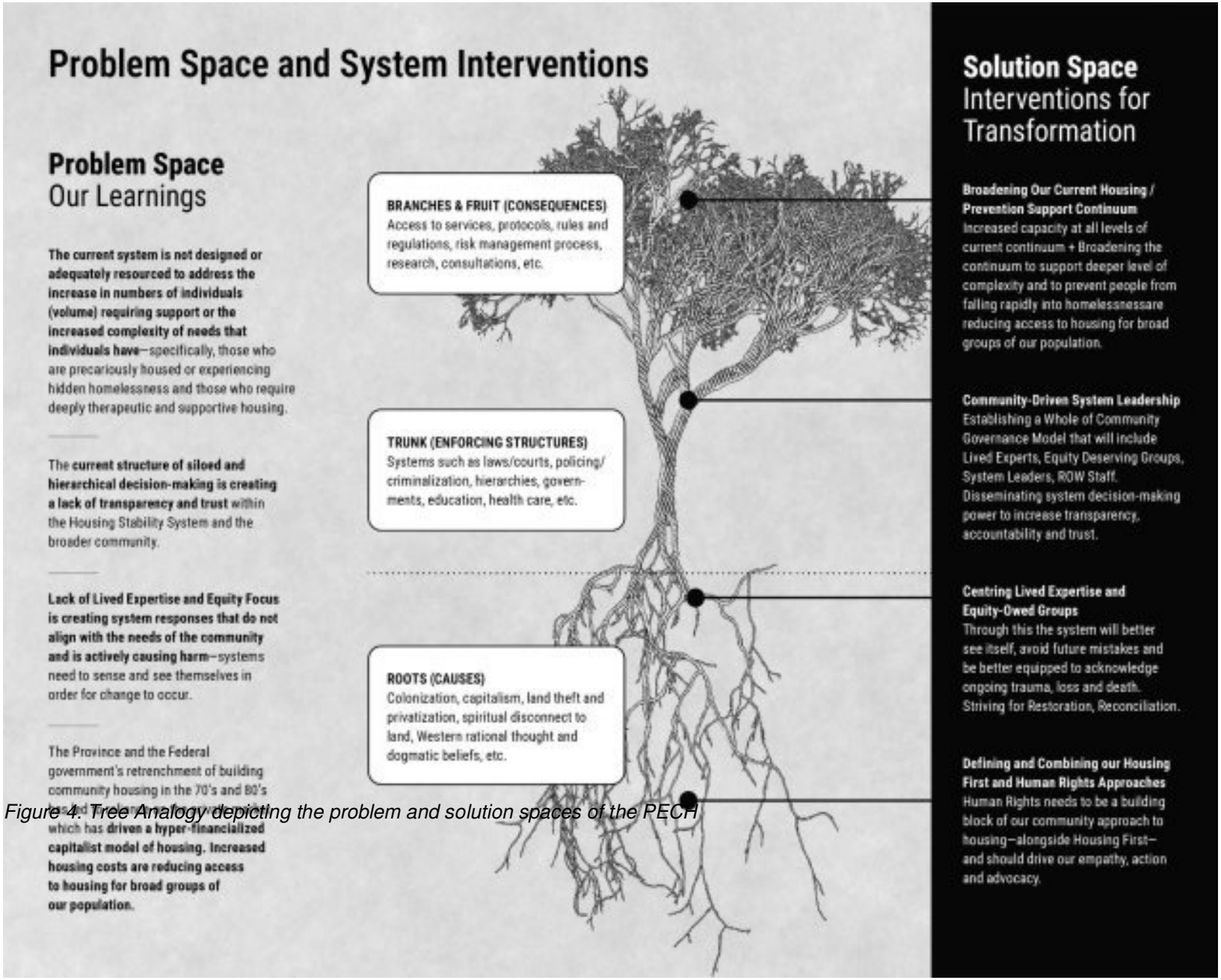

Figure 4: Tree Analogy depicting the problem and solution spaces of the PECH

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Interventions for System Transformation

Responding directly to our articulation of the Problem(s) Lived Experts and Co-Creators identified four (4) High-level System Interventions.

> 1. Broadening Our Current Housing / Prevention Support Continuum
> 2. Community-Driven System Leadership
> 3. Centring Lived Expertise and Equity-Owed Groups
> 4. Define and Combine our Housing First and Human-Rights Approaches
>
> (LE Prototyping Cohort, 2024)

These interventions also interact and support each other in different ways. For example, Intervention 1 is outcome driven (the "what") and meant to react quickly with resources to address current service gaps in the system. However, this continuum of needed housing and supports will shift over time alongside our population and system environment. Interventions 2, 3 and 4 are process-driven (the "how") and are the methods we use to continuously update and implement in alignment with changing needs in our community.

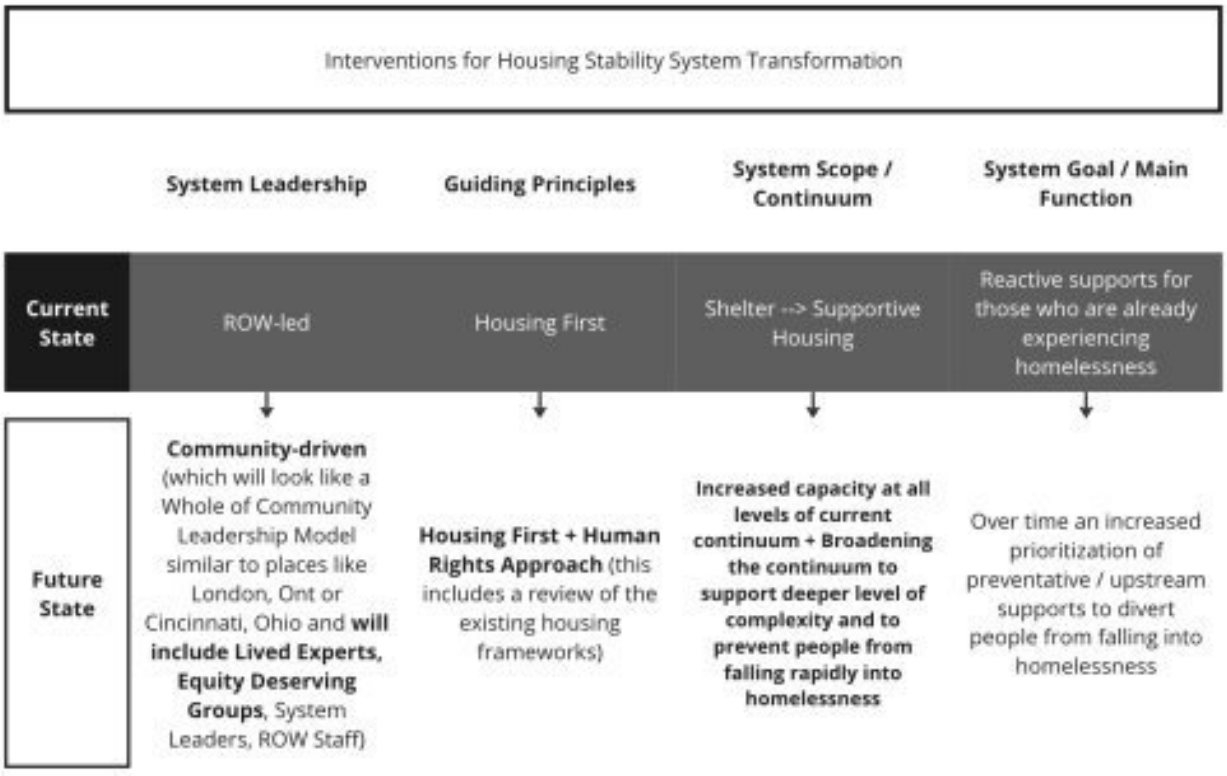

Figure 5. Current State and Future State of Interventions for Housing Stability System Transformation

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Intervention 1: Broadening Our Current Housing / Prevention Support Continuum

We will increase capacity at all levels of current housing continuum and we will broaden the continuum to support deeper levels of complexity and to prevent people from falling rapidly into homelessness.

Housing Continuum

Figure 6. Housing Continuum

Prevention and Supports Continuum

Figure 7. Prevention and Supports Continuum

> "If we can't fix whatever led them to homelessness, we aren't going to solve it"
>
> Engagement Participant

Pactima eSignature Package ID: jhL76xtRrX-y1Ul1b-fMY

Intervention 2: Community-Driven System Leadership

We will establish a Whole of Community Leadership Model that includes Lived Experts, Equity-Owed groups, service providers, system leaders, area municipalities and ROW Staff. The goal of establishing community-driven system leadership is to disseminate system decision-making power to increase transparency and trust and responsibility to ensure that the system is built to be accountable to the needs of those experiencing homelessness. We will follow and learn from examples of other communities who have taken a similar approach including London (Ontario), Edmonton (Alberta), and Cincinnati (USA).

We envision this Whole of Community Leadership Model to be built around key governance tables. This new structure would have decision-making power over the implementation of the PECH. The Model will also work toward an integrated systems planning approach. The role of the Region as the Service System Manager remains, but would move from singularly driving these decisions to collaborating and supporting—working alongside the new leadership tables to guide PECH implementation. As diagrammed below, PECH Implementation will be centred on the work of System Interventions and Strategic Focus Area Recommendations. *Also see page 44 - 62 for more details.*

Figure 8. Community-Driven System Leadership Diagram

Pactima eSignature Package ID: jhL76xtRrX-y1Ul1b-fMY

We are recommending that from April to December of 2024 PECH Co-Creators along with the SDC Prototyping Cohort work to design and implement this Model (LE Prototyping Cohort, 2024). This will include activities such as creating a member Terms of Reference, developing policy and procedure for model operation, etc.

Situating the PECH

The creation of the Whole of Community Leadership Table will allow us to better intersect and coordinate with other sectors and the system planning table. It will be important to have representation from the following groups to ensure we are creating opportunities for enhanced system integration.

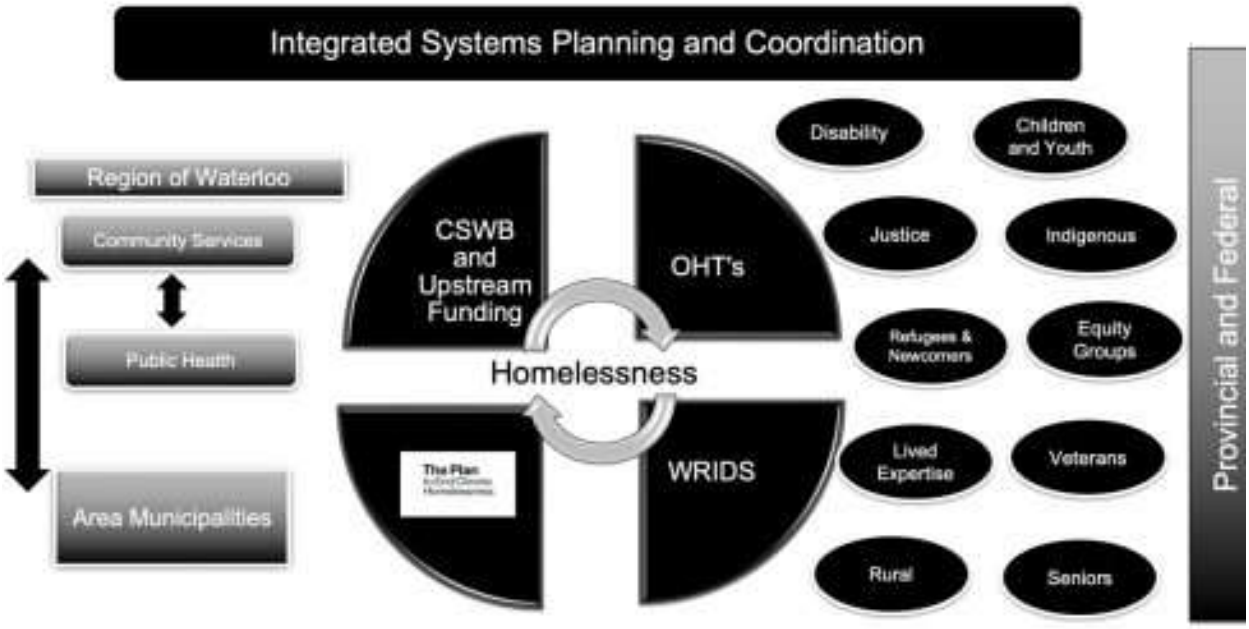

Figure 9. Whole of Systems Coordination Diagram

> *"Last time implementation was driven by the Region, power dynamics became an issue."* — Engagement Participant

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Intervention 3: Centring Lived Expertise and Equity-Owed Groups

Through this intervention, “the system will better see itself”, avoid future mistakes and be better equipped to acknowledge ongoing trauma, loss and death (LE Prototyping Cohort, 2024). There is deep work to do to restore trust with those who have been marginalized. As well, there is acknowledgement that the system must do better with community members of Indigenous, racialized and intersectional groups where reconciliation and equity is owing in order to have systems of support and resources that go further to move towards an equitable and inclusive whole of community. We will do these through a variety of methods including:

Figure 10. Ways we will centre Lived Expertise and Equity-Owed Groups

> *“Listen to lived experience.”* —Engagement Participant

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Intervention 4: Defining and Combining our Housing First and Human Rights approaches

Human Rights needs to be a building block of our community approach to housing (LE Prototyping Cohort, 2024)—alongside Housing First—and should drive our empathy, action and advocacy. **It is important to note that we are not moving away from a Housing First approach, but updating it to match our current context.**

The SDC Lived Experts Prototyping Cohort has defined our Human Rights approach as:

> *People experiencing homelessness are treated as rights holders, where their agency is respected, and where the Region has a duty of care for their housing needs. Region will be compliant with national and international human rights law and ensure it is appropriately prioritized amidst other legal obligations such as those regarding property rights, privacy and liability.* (LE Prototyping Cohort, 2024)

There is work to be done as the PECH is implemented and as the Whole of Community Governance Leadership Model is established to validate this and integrate it with our existing Housing First principles.

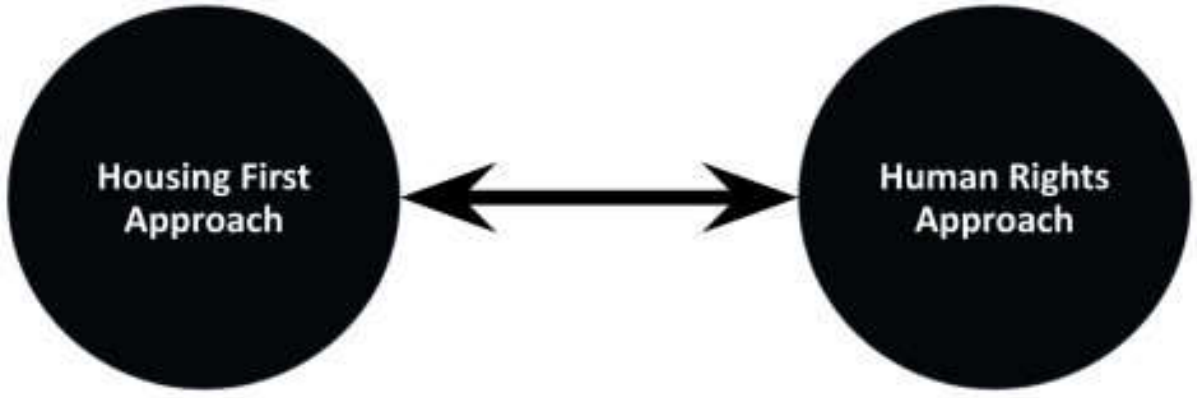

Figure 11. Housing First Approach Integration with Human Rights Approach Diagram

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“To say we’re a Housing First community is ringing less-and-less true given the lack of wrap-around health supports that are inherent to the model and critical to its success.“—Engagement Participant

Pactima eSignature Package ID: jhL76xtRrX-y1Ul1b-fMY

Strategic Focus Areas

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Strategic Focus Areas

The below high-level PECH Focus Areas are in *draft form.* They emerged from our collaborative sense-making activities (of our Community Engagement and Needs Analysis) with the Co-Creator Group in August of 2023 and have been refined several times since. These Focus Areas were used as categories to ideate PECH Actions—tangible initiatives that the PECH will outline.

- Create Policy and System Accountability
- Centre Community Voices
- Build System Bridges
- Advance Equitable Housing
- Focus on Preventing Homelessness
- Change the Narrative on Housing and Homelessness
- Advocate and Collaborate for Broader Change

How our Strategic Focus Areas Support our System Interventions

The PECH Strategic Focus Areas, underlying Actions provide tangible descriptions of the work of implementing our High-Level System Interventions. The chart below illustrates how the work of the Strategic Focus Areas advance each for the System Interventions. Black dots indicate where the work of each Focus Area contributes to bringing about each of the System Interventions.

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Figure 12. How each PECH Focus Area contributes to the System Interventions

Pactima eSignature Package ID: jhL76xtRrX-y1Ul1b-fMY

Focus Area #1: Create Policy and System Accountability

Strengthen Policy and System Accountability within the HSS and with Adjacent Sectors

We will review and update current HSS programs, policies and frameworks. This work will be facilitated by the Service System Manager in collaboration with the Whole of Community Leadership structure and will be ongoing as the PECH is implemented. This work will include ensuring policies and frameworks are integrated with our Housing First and Human Rights approach, applying a gender-based analysis plus (GBA+) lens to homelessness prevention policy, establishing Reconciliation, Equity, Diversity, and Inclusion (REDI) specific strategies and Indigenous-focused reconciliation strategies. There will also be a focus on creating frameworks and MOUs with other systems (i.e. health, justice, etc).

Summary:

- Revise Homelessness & Supportive Housing Frameworks to align with Housing First and Housing as a Human Right principles, emphasizing cultural competency, anti-oppression, and GBA+ lenses.
- Implement a housing-focused Street Outreach Framework and Human Rights Based Approach encampment response protocol to aid those experiencing unsheltered homelessness (LE Prototyping Cohort, 2024).
- Apply an intersectional GBA+ lens to homelessness prevention policies, targeting equitable housing outcomes for women and gender-diverse individuals.
- Expand the Coordinated Access System (PATHS) to improve integration between critical system partnerships, enhancing service pathways, connections, and permanent housing outcomes. Launch a Housing Stability System Data Strategy to monitor progress and establish data-informed decision-making processes.

Pactima eSignature Package ID: jhL76xtRrX-y1Ul1b-fMY

Focus Area #2: Centre Community Voices

Centre Lived Expertise, Racial Justice, Social Justice and shift power relationships

> We will centre community voices by shifting roles, ownership, and accountability in the HSS. This is more than an "amplification" of voices as that suggests we are maintaining systems of oppression—we need to completely redesign how we include interest-holders in this work. Advancing a Whole of Community approach, where lived/living expertise of chronic homelessness, racial equity, and social justice are central in decision-making, funding choices, and policy creation, will ensure the homelessness system will be culturally competent, inclusive, and proactive in addressing systemic harm. For this to succeed, traditional power holders also need to let power transfer to others. (LE Prototyping Cohort, 2024)

Summary:

- Establish All of Community Leadership Table to oversee chronic homelessness plan implementation.
- Develop Lived Expertise process with regional representation for policy review. (LE Prototyping Cohort, 2024)
- Create partnerships, strategies, and funding streams specific to REDI to enhance equitable homelessness response supports and initiatives.
- Expand partnerships and networks to include Black, Indigenous, and Racialized groups, as well as other marginalized communities with intersecting systemic challenges.
- Implement annual funding for community organizations addressing homelessness. (LE Prototyping Cohort, 2024)

Pactima eSignature Package ID: jhL76xtRrX-y1Ul1b-fMY

Focus Area #3: Build System Bridges

Increase and Broaden Collaboration Within the Homelessness System and with Adjacent Sectors

We will establish greater system collaboration and integration—within and with other sectors including healthcare, justice, rural, income support and other social determinants of health serving systems. Silos are barriers to access—by welcoming and encouraging more collaboration, we can explore and reduce the duplicity of work and barriers to access to enhance system navigability. This means resourcing and advocating for partnerships in the implementation of the PECH to implement trauma-informed and harm-reduction (LE Prototyping Cohort, 2024) solutions that respond to the intersections between the drug and housing crises.

Summary:

- Identify surplus/underutilized land for housing, and partner with municipalities, nonprofits, faith-based groups, and postsecondary institutions to create more housing options and address homelessness. (LE Prototyping Cohort, 2024)
- Integrate health and homelessness services to coordinate efforts with local health system partners to enhance care integration, involving Ontario Health Teams, Public Health, hospitals, mental health providers, and community health programs.
- Support newcomers experiencing homelessness by aligning initiatives with resettlement organizations to provide support for newcomers facing homelessness across the region. (LE Prototyping Cohort, 2024)

Pactima eSignature Package ID: jhL76xtRrX-y1Ul1b-fMY

Focus Area #4: Advance Equitable Housing

Create a Variety of Housing to Meet Diverse Needs

We will create more variety and quantity of housing offerings that respond to a spectrum of needs—developing an HSS that is accessible and responsive to all including Indigenous led and equity-owed groups. This includes increasing the quantity of our current shelter, transitional housing and supportive housing stock. This is about getting creative with how we create quality housing options for our community—such as repurposing and re-habitating municipal or local structures, developing social enterprises, and establishing community land trusts.

Summary:

- Develop Seniors Strategy within PECH, and collaborate on Rural Homelessness and Veteran homelessness initiatives.
- Increasing supportive housing to address the highest complexity of substance use and concurrent mental health needs. (LE Prototyping Cohort, 2024)
- Building capacity for Indigenous and equity-owed groups to respond to the needs of their communities in a culturally appropriate approach. (LE Prototyping Cohort, 2024)

Pactima eSignature Package ID: jhL76xtRrX-y1Ul1b-fMY

Focus Area #5: Focus on Preventing Homelessness

Address Both Economic and Social-Economic Causes of Chronic Homelessness

We will address the root causes of homelessness by being preventative and viewing those experiencing homelessness as a whole person (LE Prototyping Cohort, 2024). By focusing on upstream action with key populations such as youth, seniors, veterans, newcomers, students, Indigenous people, those who are gender-diverse and those who identify with a disability we aim to prevent experiences of homelessness. Our goal is to shift the main focus of the HSS from reactive with emergency supports to providing preventative and proactive services and programs.

Summary:

- Partner with municipalities for policies and programs to preserve affordable housing and promote development, reducing chronic homelessness inflow.
- Strengthen eviction prevention via enhanced rent bank and rapid rehousing, aiming for significant inflow reduction.
- Establish a Youth Strategy to address homeless youth needs and prevent future generations' homelessness. (LE Prototyping Cohort, 2024)
- Expand multi-service housing hubs for universal access to support and public space availability for people experiencing homelessness. (LE Prototyping Cohort, 2024)

Pactima eSignature Package ID: jhL76xtRrX-y1Ul1b-fMY

Focus Area #6: Change the Narrative on Housing and Homelessness

Foster a Shared Community Response

We will change the narrative and increase community empathy and spirit regarding homelessness inequities. This includes a narrative of shared responsibility and action, and a recognition of the many community members of our community currently supporting this shift in narrative and contributing to solutions. Deepening public understanding and providing ways for individuals to see themselves as part of a community approach to ending chronic homelessness in Waterloo Region will create trust, transparency, accountability, and dispel myths and misconceptions about poverty and experiences of chronic homelessness (LE Prototyping Cohort, 2024)—this about is the social change required to support our goal of systemic transformation.

Summary:

- Launch comprehensive public engagement and education initiative targeting partners, government, businesses, and residents to raise awareness of homelessness challenges and responses. (LE Prototyping Cohort, 2024)
- Implement robust Housing Stability System Data Strategy to track progress on ending chronic homelessness, inform decision-making, and support advocacy efforts. (LE Prototyping Cohort, 2024)

Pactima eSignature Package ID: jhL76xtRrX-y1Ul1b-fMY

Focus Area #7: Advocate and Collaborate for Broader Change

Coordinate our advocacy efforts to influence broader changes

We will combine our advocacy efforts within our community to secure resources and policy changes needed to achieve our goal. To do this we must present a united and coordinated advocacy strategy (LE Prototyping Cohort, 2024), which includes working more closely with Area Municipalities, agencies, faith-based organizations and grassroots advocates. Homelessness is a problem that requires alignment with and support from other levels of government—advocating and collaborating strategically will allow us to affect broader change.

Summary:

- Forge partnerships with schools, universities, and colleges to involve academics in housing strategy development under the Whole of Community Leadership Model. (LE Prototyping Cohort, 2024)
- Integrate PECH activities with local addiction and harm reduction initiatives for holistic support to homeless individuals. (LE Prototyping Cohort, 2024)
- Create and execute an advocacy plan to enhance multi-tiered responses to chronic homelessness. (LE Prototyping Cohort, 2024)

Pactima eSignature Package ID: jhL76xtRrX-y1Ul1b-fMY

Actions

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Actions

Our 30 PECH Actions are clear projects, initiatives, and/or achievements we will work toward. Each Action aligns with one or more Strategic Focus Areas. Below we have grouped Actions by the Focus Group they most strongly align with; however, a key feature of the resiliency and flexibility of our PECH is that progress toward any one Action moves us forward toward multiple Strategic Focus Areas.

It is imperative that these actions be reviewed with an understanding that further work to prioritize them and assign system accountability is necessary and still to come. No one organization, sector, or level of government can solve the crisis of homelessness in isolation. As such, accountability for leading these actions will lie with community organizations, all three levels of government, civil society, and the community leadership table.

Pactima eSignature Package ID: jhL76xtRrX-y1Ul1b-fMY

	Create Policy and System Accountability
1.1	Revise current Homelessness & Supportive Housing Frameworks to ensure all Housing Stability System programs/services operate according to Housing First and Housing as a Human Right principles, cultural competency, anti-oppression, gender-based analysis plus (GBA+) lenses and ensure that equity and reconciliation are centred within all system frameworks. (LE Prototyping Cohort, 2024)
1.2	Implement a housing-focused Street Outreach Framework and a Human Rights Based Approach encampment response protocol (LE Prototyping Cohort, 2024) to better support people living rough/experiencing unsheltered homelessness.
1.3	Apply an intersectional gender-based analysis plus (GBA+) lens to homelessness prevention policy and strategies to ensure equitable housing outcomes are advanced for women, and gender-diverse individuals and communities.
1.4	Expand the local Coordinated Access System (PATHS) to enhance integration and coordination between health, addictions, mental health, acquired brain injury, justice, income support, child welfare, and other critical system partnerships to increase service pathways, service connections, and permanent housing outcomes.
1.5	Implement a Housing Stability System Workforce Strategy, across the region, to ensure a professionalized and healthy workforce. We will advance salary and benefit compensation, employee well-being and retention, as well as training and professional development.
1.6	Launch a Housing Stability System Data Strategy to monitor and track progress on ending chronic homelessness and establish data-informed decision-making processes.
1.7	Implement a User Experience Strategy, across the region, to ensure system service users are supported in all Housing Stability System programs and services. (LE Prototyping Cohort, 2024)
1.8	Create a climate and extreme weather protocol based on a human rights approach. (LE Prototyping Cohort, 2024)

Pactima eSignature Package ID: jhL76xtRrX-y1Ul1b-fMY

	Centre Community Voices
2.1	Establish an All of Community Leadership Table to lead the implementation of The Plan to End Chronic Homelessness recommendations and perform ongoing assessments of activities and progress towards our community's goal of ending chronic homelessness by 2030 . The work of the All of Community Leadership table will be to ensure systems and strategic planning integration that work together to end chronic homelessness. This will include: Ontario Health Teams Strategic Plans, Region of Waterloo Strategic Plan, Waterloo Integrated Drug Strategy, Rural Upstream Collaborative-Engage Rural and the Community Safety and Wellbeing Plan.
2.2	Develop a comprehensive and integrative Lived Expertise process, including establishing a Lived Expert Working Group, with representation from across the region, to support ongoing learning and system reviews of organizational and system policies and processes. (LE Prototyping Cohort, 2024)
2.3	Establish REDI-specific partnerships, strategies and funding streams to advance equitable homelessness response supports and initiatives to build capacity. REDI work is inclusive of not only Black, Indigenous, and Racialized groups, but also groups where there is established systemic intersectionality. These partnerships, relationships and networks are currently lacking and must be expanded to a great extent. Where work is currently underway such as with Black communities, Indigenous communities, communities supporting physical disabilities, developmental disabilities, acquired brain injury, people living in rural areas, as well as, people experiencing criminalization in the Justice system, these relationships must be built out and resourced in order to flourish.
2.4	Establish an annual funding application and review process for community organizations, across the region, to support emerging ideas and prototypes to respond to homelessness. (LE Prototyping Cohort, 2024)

Pactima eSignature Package ID: jhL76xtRrX-y1Ul1b-fMY

Build System Bridges

3.1 Identify surplus/underutilized land(s) with the intention of creating more housing options and respond to unsheltered experiences of homelessness, across the region. We will do this through partnerships with area municipalities/townships, not-for-profits, faith-based organizations, and postsecondary institutions. (LE Prototyping Cohort, 2024)

3.2 Establish specific health-related coordination efforts, processes, and supports with local health system partners to create a more integrated health and homelessness system of care. This includes embedding the work of the PECH within the local Ontario Health Teams, Public Health programs, local hospitals, mental health and addictions providers, community health programs, and other health system programs across the region.

3.3 Align the PECH and related initiatives with local resettlement organizations and services to support Newcomers to Canada experiencing homelessness across the region. (LE Prototyping Cohort, 2024)

Pactima eSignature Package ID: jhL76xtRrX-y1Ul1b-fMY

	Advance Equitable Housing
4.1	Implement Indigenous homelessness and Indigenous-focused reconciliation strategies, led by Indigenous groups and leaders, to enhance permanent housing outcomes for Indigenous communities and support generational healing, guided by Key Concerns identified through Wellbeing Waterloo, Truth and Reconciliation Commission Calls to Action, The National Inquiry into Missing and Murdered Indigenous Women and Girls Calls to Justice, and the United Nations Declaration of the Rights of Indigenous Peoples.
4.2	Expand on use of existing community housing stock to increase permanent housing outcomes for individuals experiencing homelessness; including the use of community housing units to support people who have recovered from their experience of homelessness to leave Supportive Housing
4.3	Create new permanent Affordable and Supportive Housing to meet current and future housing needs to end chronic homelessness. This includes deeply therapeutic and harm reduction-focused Supportive Housing to ensure those with the greatest depth of need are supported to stay housed. (Our current 570 Supportive housing units are meeting 50% of our current need) (LE Prototyping Cohort, 2024)
4.4	Create a Seniors Strategy, embedded within the broader PECH, to respond to the unique needs of Seniors experiencing homelessness, including but not limited to addressing lack of social connection and income support for Seniors experiencing or at risk of experiencing homelessness due to a lack of affordability in the private market and appropriate housing options.
4.5	Co-Create with rural based agencies a Rural Homelessness strategy and actions, embedded within the border PECH, to address the unique needs of people at risk of or experiencing homelessness in each of the four Townships.
4.6	Implement alongside system partners, a housing-focused strategy with dedicated resources to end Veteran homelessness.

Pactima eSignature Package ID: jhL76xtRrX-y1Ul1b-fMY

	Focus on Preventing Homelessness
5.1	Reduce inflow into chronic homelessness by working with area municipalities to implement policies and programs focused on mitigating the loss of affordable housing in the private market, while continuing to incent affordable housing development. (LE Prototyping Cohort, 2024) Expand on inflow prevention and eviction prevention work through the expansion of the rent fund, eviction prevention (from all housing including supportive and community housing) and rehousing services to significantly reduce inflow into chronic homelessness.
5.2	Create a Youth Strategy, embedded within the broader PECH, to respond to the unique needs of youth experiencing homelessness and develop upstream approaches that target youth at risk of experiencing homelessness and end generational experiences of homelessness. (LE Prototyping Cohort, 2024)
5.3	Expand and create new multi-service agency housing hubs across Waterloo Region to ensure universal access to community-based supports that increase housing stability and for public spaces to be readily available for individuals experiencing homelessness outside of shelter operating hours. (LE Prototyping Cohort, 2024)

Pactima eSignature Package ID: jhL76xtRrX-y1Ul1b-fMY

	Change the Narrative on Housing and Homelessness
6.1	Launch a comprehensive public engagement and education strategy for partners, Council, area municipalities, provincial and federal government, businesses, and residents to increase awareness and understanding of homelessness related challenges and responses. (LE Prototyping Cohort, 2024)
6.2	Implement a comprehensive Housing Stability System Data Strategy to monitor and track progress on ending chronic homelessness and establish data-informed decision-making processes. This resource will also be leveraged to support advocacy efforts and inform our community of the realities of homelessness. (LE Prototyping Cohort, 2024)
6.3	Establish an ongoing memorializing process for those lost to homelessness. This includes partnering with interest-holders in the Housing Stability System, Lived Experts, Mutual Aid Groups, Unsheltered Communities, and the Coroner's Office. (LE Prototyping Cohort, 2024)

Pactima eSignature Package ID: jhL76xtRrX-y1Ul1b-fMY

Advocate and Collaborate for Broader Change

7.1 Strengthen partnerships with school boards, local universities and colleges to ensure that professors and academics in multiple fields are engaged in developing upstream education programs on the risks of homelessness. (LE Prototyping Cohort, 2024)

7.2 Align the All of Community Leadership Model and PECH activities with existing addictions, substance use, and harm reduction community-led initiatives to ensure integrative supports for individuals experiencing homelessness active in their substance-use. This includes alignment and integration with WRIDS, Public Health, and other community-based services and supports across the region.

7.3 Develop and implement a coordinated advocacy and inter-governmental relations plan to strengthen a multi-tiered response to chronic homelessness. (LE Prototyping Cohort, 2024)

Pactima eSignature Package ID: jhL76xtRrX-y1Ul1b-fMY

Investment Strategy

2024–2030

Pactima eSignature Package ID: jhL76xtRrX-y1Ul1b-fMY

Investment Strategy 2024-2030

To respond to the growing homelessness and affordable housing crisis, the Region of Waterloo is directing unprecedented investments towards programs, supports, and capital projects to meet the needs across the community. In 2024, the Region of Waterloo will invest more than $245 million into Affordable Housing and Homelessness, including capital and operating investments, from all sources of funding. Of the approximately $245 million invested across the housing continuum, 23% is directed towards homelessness and supportive housing programs.

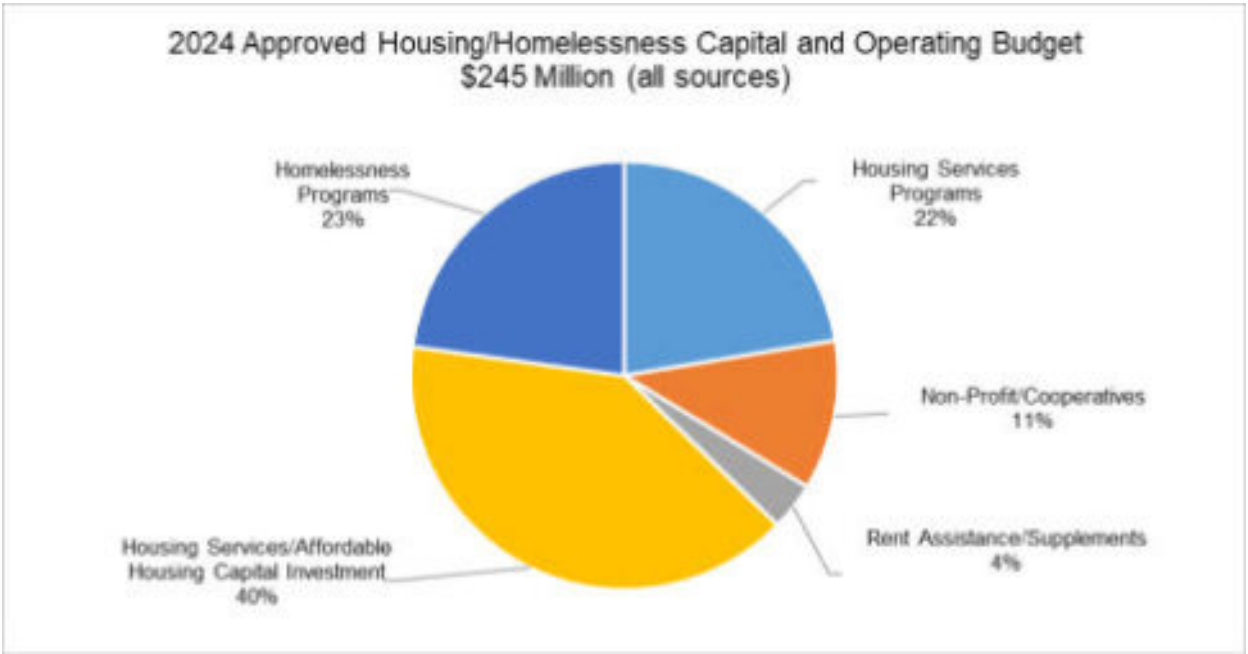

Figure 13. highlights the current investment by the Region of Waterloo, from all sources, in Housing and Homelessness. Of the $245 million invested in 2024, 23% is directed towards Homelessness and Supportive Housing.

Between 2019 and 2024, the Region has increased municipal tax levy and reserve investment in this critical service area from $42 million to approximately $99 million, signalling a deep and historic commitment to achieving homes for all in Waterloo Region. This level of municipal commitment to homelessness and affordable housing is unique when compared to other Regional governments and System Service Managers in Ontario.

To reach a functional end of chronic homelessness in Waterloo Region, significant capital and operating investments are required from all levels of government. It is estimated that a total capital investment in emergency shelter, transitional housing and

Pactima eSignature Package ID: jhL76xtRrX-y1Ul1b-fMY

supportive housing of $110M will be required. Operating expenditure increases of approximately $5M - $8M annually for the next six years in order to fully implement the Plan can be expected. The range will depend on the extent and nature of capital financing costs required to meet the needs of the community at that time.

The staggering investment needed to address this growing crisis is required from all sectors and levels of government. To achieve an end to chronic homelessness in Waterloo Region, a deepening of commitment and engagement is needed from all levels of government, public and private sector, and key system partners (healthcare, mental health and addictions, justice, etc.). This shared community challenge is not to be owned or solved by one order of government in isolation.

The Investment Plan and Strategy address the immediate community needs and plans for a more stable and outcomes-focused future where every resident of Waterloo Region has a place to call home. This Investment Plan and Strategy shifts the collective focus from reactive emergency-based responses to upstream intervention and permanent solutions. We will shift our collective approach from managing homelessness to ending it.

Shifting the Collective Focus: Managing Homelessness to Ending It

The significant investment into homelessness services and programs cannot be overstated. At approximately 23% of the total investment made by the Region of Waterloo into Affordable Housing and Homelessness, this level of commitment and investment is unprecedented. $56 million will be invested into homelessness and supportive housing programs in 2024. Despite this significant and encouraging commitment and investment into the local Housing Stability System, currently the majority of funding is dedicated towards reactive and emergency-based responses as the local crisis of homelessness continues to rise at alarming rates. The Plan to End Chronic Homelessness sets out to shift the collective focus towards permanent housing outcomes and upstream interventions so the significant investments being made into the system have a greater return on investment and, most importantly, create permanent housing outcomes for the most vulnerable residents of Waterloo Region.

Current State: Managing Homelessness

Inspiring homelessness prevention and supportive housing work happens on a day-to-day basis across the Housing Stability System and this work cannot be undervalued or overlooked. Since 2019, the Housing Stability System and related investments have been directed towards managing the growing homelessness crisis, including the development of hundreds of emergency shelter beds, increasing street outreach, and hybrid shelter models.

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Figure 15. Current state: Managing Homelessness

Future State: Ending Homelessness

As the Plan begins to be implemented, the strategic shift that is required is moving towards a system that is focused on ending homelessness rather than managing it. This means investing resources towards preventing chronic homelessness and creating permanent housing options and outcomes. This shift does not mean reducing service standard levels for individuals experiencing homelessness rather, the intention is to strengthen efforts to meet the needs of individuals and families experiencing homelessness so their experiencing of homelessness can be brief, rare, and non-recurring.

Figure 16. Future state: Ending Homelessness

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Tracking Our Progress

KPIs, Outcomes, Solutions and Experiences

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Tracking Our Progress—KPIs

As a Built for Zero community (https://bfzcanada.ca/getting-to-zero/) we know that the path to ending chronic homelessness is best supported by a data-driven and collaborative peer-learning approach. We also know from other Built for Zero communities that experiencing homelessness is not about having bad luck or the result of individual choices, it is a systems problem that is solvable.

Waterloo Region has achieved a quality by-name list of people experiencing chronic homelessness and a Reaching Home (About Reaching Home: Canada's Homelessness Strategy) defined coordinated access system (that works to ensure that those with the greatest depth of need are prioritized for housing vacancies). These are key milestones that work towards ensuring we have the data to understand the scope of the issue, help to make data-informed decisions, and measure progress towards ending all experiences of chronic homelessness.

Establishing and monitoring key performance indicators (KPIs) will be an essential part of the implementation of the Plan to End Chronic Homelessness, and will be a collaborative responsibility amongst various community and system partners who will make up the All of Community Leadership Table.

We need to set measurable goals and measure progress. We also need to prioritize investments that will help us achieve our goals.

As outlined in the investment strategy, we know that more financial resources and attention need to be put to Preventing Chronic Homelessness and Creating Permanent Housing Outcomes. The more we can invest in preventing experiences of chronic homelessness (Focus Area #5) and accelerate permanent housing outcomes from experiences of chronic homelessness (Focus Area #4), the faster we will achieve our community's goal of Functional Zero chronic homelessness.

Establishing performance indicators and measuring our communities progress towards achieving functional zero chronic homelessness will rest within three areas:

1) **Inflow** - Preventing Experiences of Chronic Homelessness: how are the programs, services, and interventions within our community working together to prevent experiences of chronic homelessness to occur?

2) **Active** - Supporting Individuals Experiencing Chronic Homelessness: how are the strategies and actions of our community working to reduce the overall number of people experiencing chronic homelessness?

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3) **Outflow** - Creating Permanent Housing Options and Outcomes: how are investments in permanent housing and permanent housing with supports (Supportive Housing) supporting people to quickly and permanently end experiences of chronic homelessness?

We know that racialized, black, and Indigenous communities are overrepresented amongst people experiencing homelessness. As part of the work to establish community performance indicators, it will be essential to better collect, report on, and act on identity based data. We will need to work alongside Indigenous, black, and racialized communities to better understand and address the disparities and disproportionalities as we work to create equitable systems that work together and serve the housing, health, and human needs of all community members. At the heart of this work will be creating and nourishing relationships with equity-owed groups to better understand their community's experiences of homelessness, and supporting these communities' self-determined priorities and actions to address homelessness within their community.

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Change Management Approach

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Change Management Approach

Our change management approach consists of five elements:

- **A set of Shared Principles for Change**—these principles will guide those working to implement the PECH.
- **An integrated systems planning approach**—this will be achieved through the formation of a Whole of Community leadership Table that includes the Region of Waterloo (SSM), Area Municipalities, community leaders and lived experts and equity-owed groups/sectors.
- **An investment in the Equipping of Community Leaders and ROW Staff** to practise and implement change management, providing a path forward for authentic system transformation.
- **The Two Loops Model of Systems Change** is a nonlinear theory of system change. It provides a useful framework to understand the transformation process occurring within the HSS.
- **Short-term Action Plan and Next Steps** to keep the work and momentum moving forward

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Shared Principles for Change

By following and enacting our **shared principles** to inform our decision-making, guide our behaviour and shape our values as a community:

> - Have Lived Expertise Leadership throughout to help the system see itself
> - Champion Intersectional Human Rights
> - Prioritize Human Well-being Over the Financialization of Housing
> - Reform governance and service systems
> - Solutions must be for and by equity-owed communities
> - Commit to Safe Housing First
>
> (LE Prototyping Cohort, 2024)

Incorporate Lived Expertise Leadership Throughout

> - Through this the system will better see itself (LE Prototyping Cohort, 2024) and be further equipped to acknowledge ongoing trauma, loss and death.
> - Incorporating lived expertise leadership ensures our past mistakes are not repeated and enables us to try new approaches from a bottom-up approach.
> - Homelessness is a wicked problem meaning that it is highly complex. To solve complex problems we must explore, test, and iterate to find solutions. This work requires commiting to responsive adaptation and a recognition that "messy is a process." (LE Prototyping Cohort, 2024)

Champion Intersectional Human Rights

> - Human Rights needs to be a building block for our community approach to housing and should drive our empathy, action and advocacy. (LE Prototyping Cohort, 2024)
> - There are deep wounds that need to be healed in our community. Restorative conflict resolution offers a possible pathway. (LE Prototyping Cohort, 2024)
> - Recognize that everyone involved brings their whole self to this work of reconciliation - by using the mind, heart, body and spirit to take appropriate actions and rebuild communities of care. (LE Prototyping Cohort, 2024)
> - Intersectionality must also be a core tenant of our approach as each individual's story and situation is unique and must be accommodated for. (LE Prototyping Cohort, 2024)
> - Decriminalize poverty and homelessness – policing, bylaws enforcement, risk management, policies and procedures (e.g., neo-vagrancy bylaws) to be either removed or transformed to benefit the poor and the homeless. (LE Prototyping Cohort, 2024)

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Prioritize Human Well-being Over Financial Gain

- An economic and value shift is required related to our perception of housing. Currently, being over-housed is a measure of success in our current society. (LE Prototyping Cohort, 2024)
- "Housing is both a human right and a speculative commodity from which to extract wealth. Therein lies the crux of the housing problem. Until we fully reconcile these contradictory roles that housing plays, we will be in a perpetual state of crisis."—(Doucet, Mcdougall and Jay 2023) (LE Prototyping Cohort, 2024)
- Challenge the appropriation and privatization of the Indigenous land – partner with the Six Nations of the Grand River, Haudenosaunee Confederacy Chiefs Council, and local First Nations, Inuit and Metis communities and release public lands for alternative housing solutions outside of the private market to Indigenous-led groups, while providing capital funding and capacity building support.

Reform governance and service systems

- Requires a redistribution of power and resources to lived experience groups, equity-owed groups, and community-based entities for the irreplaceable work they do alongside service providers. (LE Prototyping Cohort, 2024)
- ROW/SSM role/responsibility for systems accountability/coordination and funding allocations will also include backbone support to the community systems table rather than singular decision-maker through the Whole of Community Leadership Model.
- By focusing at the trunk and root levels of this issue we will create change—funding sustainable prevention, committing to continual and intentional evaluation of solutions and leveraging data and evidence to inform our decisions and discussions (LE Prototyping Cohort, 2024)

Rebuild communities and involve the capacity of the whole community

- Redirect/invest resources to equity-serving organizations that are doing this work and are led by deserving groups to ensure a “for them, by them” approach is taken for increasing service system capacity. (LE Prototyping Cohort, 2024)
- Homelessness is an equity issue, as such we need to include non-traditional partners, systems and voices in decision-making. By leveraging the collective intelligence and experience in our community we will solve this community problem. (LE Prototyping Cohort, 2024)

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- View residents, support groups, advocates, and activists as a part of the continuum of care that reaches from informal to formal system supports, with both types of support complementing each other. (LE Prototyping Cohort, 2024)
- A collaborative or co-design solutions approach is imperative to build trust with those in the community most impacted by homelessness and for others in the community to see themselves as a part of solutions. (LE Prototyping Cohort, 2024)

Commit to Safe Housing First

- Housing First (HF) will remain an important foundation to our Community Approach to Housing, however it needs to be reviewed/refined with a Human Rights approach. HF must be updated to match our current context and to ensure it is not perpetuating harm to individuals we are trying to support. The application of HF currently prioritizes permanent and supportive housing solutions, flexible wrap-around supports, and integration of health supports. To further implement HF alongside a Human Rights approach requires self-determination and choice to be upheld during experiences of homelessness and for this to continue once someone is housed. (LE Prototyping Cohort, 2024)
- Rethink public land both as a source of housing and reframing it as a health support. Right now, anybody who is rendered homeless has nowhere to be legally. Which directly impacts their health. How might we integrate those two possibilities to consider a lack of housing as a health issue fundamentally? (LE Prototyping Cohort, 2024)
- Tailoring solutions to housing (i.e. integrated health supports that address social determinants of health) that meet a specific need is integral to keeping people housed.

Whole of Community Leadership – Integrated Systems Planning

The creation of a Whole of Community Leadership structure is a key element in the change management process for PECH. The change management goal is to transform the way in which the work of ending chronic homelessness is done in Waterloo Region. This structure will empower the community to have greater input and influence into prioritizing investments and actions needed to transform the Housing Stability System to achieve the vision set out in PECH.

Pactima eSignature Package ID: jhL76xtRrX-y1Ul1b-fMY

At present this is a conceptual model that will be co-developed. The community leadership model would include the following:

- Membership will include the ROW as the Service System Manager(SSM), Area Municipalities and leadership from key sectors and groups that represent the diversity of the community voices that are needed to provide guidance into the implementation of the PECH.
- The role of the SSM will continue to oversee their mandated responsibilities for funding allocations and ensuring accountability to the system frameworks and outcomes.
- Moving to a community systems leadership mode will require more work to be done in defining the distinct and respective roles and responsibilities through a terms of reference. This work will be done in collaboration with the members of the current Co-Creator Table while continuing to invite broader representation from the community that will reflect the context of Waterloo Region.
- Establishing a community systems leadership model will ensure that the implementation of PECH will maintain an adaptive and inclusive leadership that is needed to respond to the current complexities and future challenges of chronic homelessness.

> - Dedicated change management process will be required to help table partners to identify the differences of power and influence that they represent. The process must address cultural understandings and lived experience of community partnership that have been hindered by legacies of power and privilege. The goal is to create a new approach and collaboration that both respects the roles and responsibilities ascribed with embracing transparency for change and inclusion on the work to end chronic homelessness. (LE Prototyping Cohort, 2024)

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Whole of Community Leadership Conceptual Model

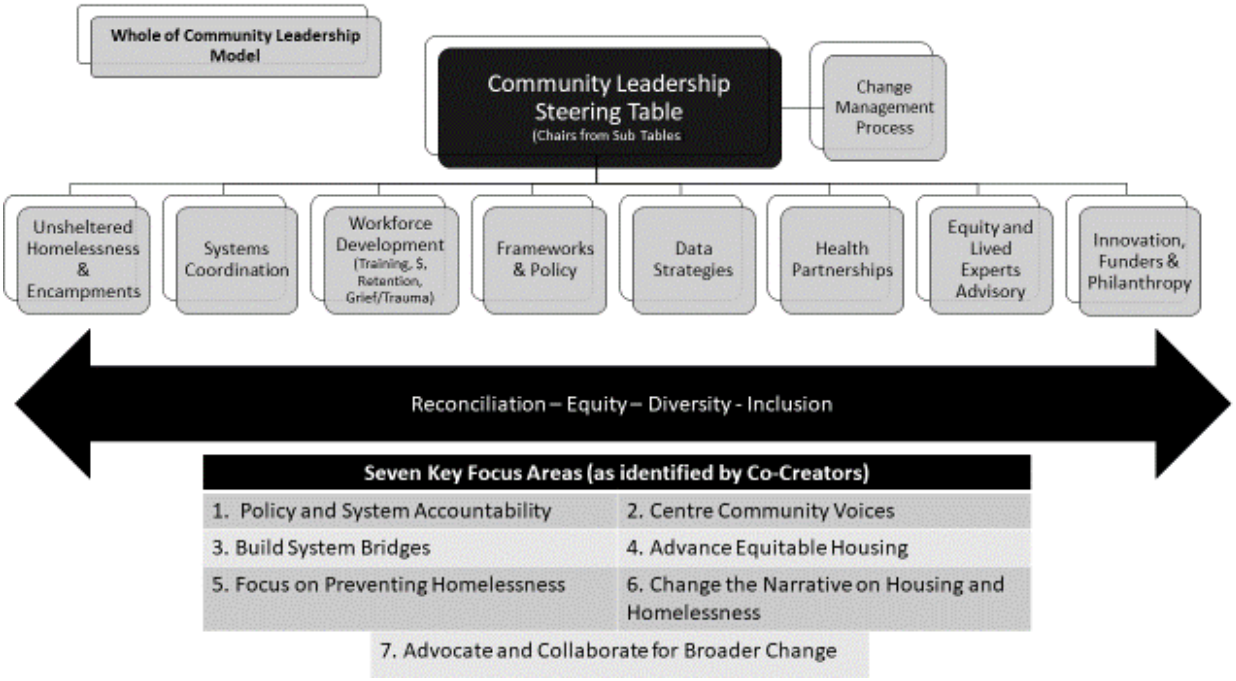

Figure 17. Conceptual Community Leadership Steering Table

An Investment in the Equipping of Community Leaders and ROW Staff

An investment in the Equipping of Community Leaders and ROW Staff to practise and implement change management, providing a path forward for authentic system transformation.

"**'Nothing changes unless people do.'** concluded Scott Keller and Bill Schaninger when their 2019 research indicated that around 40% of change management failure is related to employee resistance and almost 35% to management behaviours that didn't support change. *This is* a staggering display of how much people affect the outcome of change. 70% of change programmes fail. A large part of this sits with the leadership team and their ability to develop themselves and their people throughout the change. This is about seeing leaders as enablers of change rather than change agents, where their focus needs to be on creating an environment that encourages and facilitates change." (Short, 2021)

The SDCWR Prototyping community of practice, which engaged marginalized voices with lived experience as well as SDCWR and ROW staff, discovered:

Pactima eSignature Package ID: jhL76xtRrX-y1Ul1b-fMY

- That we as leaders, “get to go first” and model a way forward for others. There are no shortcuts.
- That this work is first and foremost relational work, requiring that we are present to ourselves, compassionate with one another, and passionate about finding and activating the best way forward for all. (LE Prototyping Cohort, 2024)
- The importance of the ongoing investment of time and energy in creation of the conditions that encourage and facilitate adaptive change. This year long investment resulted in the evolution of prototypes which sought to address the problem of chronic homelessness. Prototype groups continue to adapt as they learn and respond to changing contexts and unanticipated challenges. (LE Prototyping Cohort, 2024)

Ronald Heifetz, Marty Linksy, and Alexander Grashow are credited with developing the *Adaptive Leadership* framework. The framework distinguishes between technical fixes and adaptive change. When the problems we are seeking to solve overwhelm us, we often seek technical fixes, rather than placing ourselves on the necessary path of adaptive change. Change management requires us to appropriately transition from the application of shorter-term technical fixes to longer-term work of adaptive change. Technical issues rely on protocol, procedures, rules and regulations to solve them. Adaptive challenges, on the other hand, depend on dynamic, people-focused solutions. Responding adaptively is long-term, relatively simple and challenging to maintain over time. These ideas are based on the following quotes.

> *“The most common leadership failure stems from trying to apply technical solutions to adaptive challenges.”*
>
> The Practice of Adaptive Leadership: Tools and Tactics for Changing Your Organization and the World, Ronald A. Heifetz, Marty Linsky, Alexander Grashow, 2009, Harvard Business Review Press

> *“We look for solutions that are complex, easy, and quick when mostly they are simple, difficult, and long-term.”*
>
> ALL: CHANGE - Unlocking Kingdom Potential in a World We Weren't Prepared For, Rich Robinson, to be released Sept 2024, 100 Movements Publishing

As part of the implementation of the Plan to End Chronic Homelessness, leaders must apply an *Adaptive Leadership* approach to guide housing stability system transformation. Along with addressing immediate concerns through technical fixes, they must also attend to the adaptive challenges which most often arise in crises, do not respond to previously applied solutions, and require multiple parts of a system to engage what are often competing perspectives and priorities.

Pactima eSignature Package ID: jhL76xtRrX-y1Ul1b-fMY

Figure 18, describes the shift from *Technical* to *Technical and Adaptive* and eventually to *Adaptive* Challenges. The final row, describes the problem definition, solution and locus of work in a system that is wholly proactive and able to fully adapt. At this point in time, PECH will require both technical fixes (reactive) and respond to adaptive challenges (proactive).

We have started this work/approach through the SDCWR PECH 2023 community of practice. It will need to continue and expand to other leaders in order to implement the plan. Community and ROW leaders who implement change management must be well equipped to know when and how best to apply a technical fix and to know when and how to respond adaptively. Reaching Functional 0 Chronic Homelessness in Waterloo Region is an adaptive challenge while sub-elements of the challenge may be Technical and Adaptive. This means that a learning mindset is important throughout and that the locus of work should be with interest-holders. (*Adaptive Challenges*, n.d.)

Technical vs Adaptive Challenges			
Challenge	**Problem Definition**	**Solution**	**Locus of Work**
Technical	Clear	Clear	Authority
Technical and Adaptive	**Clear**	**Requires learning**	**Authority and Interest-holders**
Adaptive	Requires Learning	Requires Learning	Interest-holders

(*ADAPTIVE LEADERSHIP:*, n.d.)

The only way to ensure that the PECH will result in long-term, sustainable change, is to equip community leaders and ROW staff to practice and implement change management; or else we're at risk of collectively creating results that no one wants. Any leader who holds responsibility for PECH results, must invest with others to tend to both the individual leadership awareness and to strengthen their change management competencies. To not invest in leaders for the well-being of our community puts them at risk of being out-of-step and blocking the results we're collectively wanting to achieve. The work of transformational change, to move from current state to the desired future state, will often be met with moments of challenge that can feel "messy". It is critical that leaders understand this is part of the journey of learning and is not an indication that the approach is wrong or failing. It is rather an indication that change is happening.

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Investment in the equipping of Community Leaders and ROW Staff must include but not limited to:

- Community Leaders and ROW staff who have primary decision-making responsibility.
- Participation in a community of practice over the next 18 months that is intentional, rhythmic and sustainable over time (ie. a commitment of two hours per month, with the expectation that this community of practice is part of each leader's responsibility and role).
- Attention to interior work of leaders, inviting self-awareness and clarity of intention. (LE Prototyping Cohort, 2024)
- attention to strengthening the competencies required to manage change well, ensuring that leaders have the requisite knowledge and ability for their particular role (e.g. PROSCI Change Management training might be a helpful starting point)
- a robust and accountable "action-reflection" cycle, which reinforces the increase in leaders nurturing adaptive responses to problems, rather than technical fixes.

Otto Scharmer, senior lecturer at the Massachusetts Institute of Technology (MIT) and co-founder of the Presencing Institute notes that all systems thinking starts with distinguishing the symptoms (above the surface) from the root issues (below the surface). A leader needs to do more than just react against symptoms, they seek to understand the root issues in order to drive awareness-based systems change.

Otto summarizes this with four principles:

- *You can't understand a system unless you change it.*
- *You can't change a system unless you transform consciousness/mindset. You need to address all symptoms and root issues.*
- *You can't transform consciousness unless you make a system see and sense itself.*
- *You can't transform a system unless you sense and actualize the emerging future.*

The essence of leadership is stepping from one territory into another. It's our collective responsibility to learn from the past and connect it to emerging future possibilities.

If authentic and sustainable change is to be achieved, an investment in leaders will be required. Along with the system's investment in them, leaders must also be willing to invest in themselves, strengthening their capacity to lead boldly and engage others with competence and care.

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The Two Loops Model of Systems Change

The two loops model is helpful as it acknowledges the reality that we need to invest in solutions that are part of the current system (branch-level solutions) to respond to current suffering and challenges in our community, while simultaneously focusing on transforming contributing system structures (trunk and roots).

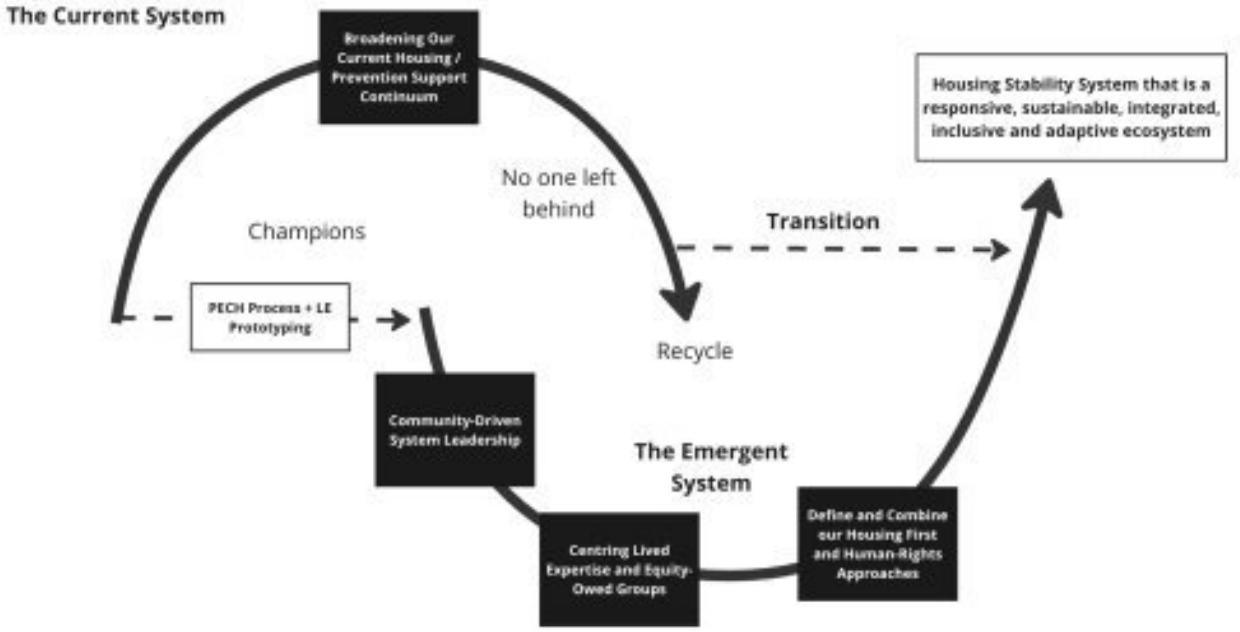

Figure 18. Two Loops Model of Systems Change Diagram

The **Two Loops model** is a nonlinear theory of change. It provides insight into the simultaneous growth and decline processes that are underway within a system during a transition period. It offers a conceptual framework for better connecting the past to the future during change.

- **Champions**—The Two Loops model reaffirms the importance of change agents/champions and their ideas. It provides a pragmatic approach for supporting them, including naming, connecting, nourishing, and illuminating them.
- **No one left behind—**Seeding opportunities for everyone to flourish in an emergent system- particularly those who have been excluded or harmed in the past – is important to its stability and long-term viability. It is also important to assist those who are prospering within the dominant/incumbent system as they are the ones who are most likely to oppose the desired change that is emerging.

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- **Recycling**—The model suggests a need to carry forward lessons from the incumbent/dominant system to the new/emergent model. That way, we can maintain and find comfort in the valuable connections to the past, while ushering in new practices.

  (*Berkana Two Loop Model: A Quick Introduction to an Accessible Model for Systems Change*, 2023) (Rose, n.d.)

To stimulate and manage change:

- Name the champions
- Connect them together
- Nourish them, with time, connection and resources
- Illuminate their work, or stories of change

“Never doubt that a small group of thoughtful, committed citizens can change the world; indeed, it is the only thing that ever has” (Margaret Mead, circa 1982).

Pactima eSignature Package ID: jhL76xtRrX-y1Ul1b-fMY

Short-Term Action Plan and Next Steps

<table>
<tr><th colspan="3">2024</th><th>2025</th></tr>
<tr><th>Q2</th><th>Q3</th><th>Q4</th><th></th></tr>
<tr><td colspan="3">Monthly Meetings of the Co-Creator Cohort:
Design and implement the Whole of Community System Leadership Model
Work on implementation and prioritization of PECH Actions
Input into 2025 budget recommendations
Develop and update yearly action plans</td><td>Whole of Community System Leadership Model in place and guiding PECH Implementation</td></tr>
<tr><td colspan="3">Continuation of the SDC Lived Experts Prototyping Process
broadening representation of LE voices from across the Region.</td><td>Lived Expertise Advisory Board(s) and Process(es)</td></tr>
<tr><td>Fee-For-Service and 2024 PECH Budget Initiatives Begin Implementation</td><td></td><td>2025 Budget report to Council for FFS and PECH priorities</td><td>2025 Budget implementation</td></tr>
<tr><td colspan="4">System Leadership Capacity Building (Topics may include Adaptive Leadership, Community Co-Creation, Human Centred Design)</td></tr>
<tr><td></td><td>Return to Regional Council with updated 2025-2030 Investment and Advocacy Strategy</td><td></td><td></td></tr>
<tr><td colspan="4">On-going Communication, Engagement and Change Management
Education on PECH vision, initiatives and coming changes to system agencies and partners
Communication strategy to educate broader community including establishing a central website / dashboard
Leverage Central communication resources to illuminate stories of success and change
Implement a change management process across Whole of Community Leadership partners.</td></tr>
</table>

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- Continue change management through identifying, connecting and nurturing champions within the system

The Final Plan to End Chronic Homelessness Report is the culmination of deep, collective community-based work to respond to a growing crisis. The Final Report does not end the collective work of preventing, addressing, and ending chronic homelessness in Waterloo Region. Rather, this is the beginning of a renewed collective focus to create Homes for All for our community's most vulnerable residents. Staff, Co-Creators, and the community more generally are committed to the work ahead and are deeply encouraged and motivated to begin the work of implementing the Plan.

"*A community means we're all in this together. We shouldn't 'other' people in need or blame them.*
Any of us could see a reversal of fortune and some of us have never had the benefit of a network."—Engagement Participant

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The Plan to End Chronic Homelessness

Waterloo Region

April 2024

IN COMMUNITY,
BY COMMUNITY,
FOR COMMUNITY.
#ThePlan

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This is Exhibit “B” referred to in the Affidavit of Peter Sweeney affirmed by Peter Sweeney of the City of Cambridge, in the Regional Municipality of Waterloo, before me at the City of Toronto, in the Province of Ontario, on June 6, 2025 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

Commissioner for Taking Affidavits (or as may be)

GRETA HOAKEN

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BY-LAW NUMBER 25-021

OF

THE REGIONAL MUNICIPALITY OF WATERLOO

A By-law Respecting the Use of 100 Victoria Street North, Kitchener (as Owned by The Regional Municipality of Waterloo) to facilitate the Kitchener Central Transit Hub and other Transit Development

---

WHEREAS The Regional Municipality of Waterloo (the "Region") owns the property municipally known as 100 Victoria Street North, in the City of Kitchener ("100 Victoria Street");

AND WHEREAS 100 Victoria Street is required for the construction of the Kitchener Central Transit Hub (the "KCTH") by the Region and Metrolinx commencing in 2026;

AND WHEREAS the Region requires vacant possession of 100 Victoria Street by December 1, 2025 to facilitate the construction of the KCTH;

AND WHEREAS the KCTH, once constructed, will bring significant economic opportunity to the Region, including providing more affordable transportation options and greater connectivity for all residents of the Region to access jobs, schools, and essential services both within and outside the Region;

AND WHEREAS the commencement of construction of the KCTH entails a significant investment in the Region;

AND WHEREAS there are currently persons, without permanent residences, who are occupying parts of 100 Victoria Street including through the erection of temporary shelters and the placement of personal property (the "Encampment");

AND WHEREAS the Region has enacted the Code of Use Bylaw, specifically By-law 13-050, as amended, respecting the conduct of persons entering upon certain buildings, grounds and public transportation vehicles owned or occupied by the Region;

AND WHEREAS the Region takes note of the decision of the Ontario Superior Court of Justice, in the decision of the *Region v. Persons Unknown and To Be Ascertained*, (the "Decision");

AND WHEREAS the Region wishes to specifically provide for the persons currently occupying the Encampment at 100 Victoria Street to ensure that a safer and more orderly environment is maintained;

AND WHEREAS the Region, since the Decision, has greatly expanded the number of available accessible shelter beds in the Region and has allocated additional resources to provide accommodation for all persons presently occupying the Encampment;

AND WHEREAS the Region is enacting this By-law to specifically regulate and govern 100 Victoria Street and to obtain vacant possession as of December 1, 2025;

AND WHEREAS the Region has the capacity, rights, powers and privileges of a natural person and the ability to govern its affairs as it considers appropriate pursuant to sections 8 and 9 of the *Municipal Act, 2001*, S.O. 2001, c. 25, as amended;

AND WHEREAS the Region has the authority to enact by-laws respecting its public assets and the protection of persons and property pursuant to subsection 11(2) of the *Municipal Act, 2001*, S.O. 2001, c. 25, as amended;

NOW THEREFORE THE COUNCIL OF THE REGIONAL MUNICIPALITY OF WATERLOO ENACTS AS FOLLOWS:

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PART I - DEFINITIONS

1. In this By-law:

(1) "**Designated Personnel**" means those persons listed in Schedule "A" of this By-law;

(2) ***"Municipal Act, 2001"*** means the *Municipal Act, 2001*, S.O. 2001, c. 25, as amended, or any successor legislation;

(3) **"100 Victoria Street"** means the property municipally known as 100 Victoria Street North, in the City of Kitchener;

(4) "**Prohibited Activity**" means any activity that is listed in Schedule "B" of this By-law;

(5) **"Region"** means The Regional Municipality of Waterloo; and

(6) *"**Trespass to Property Act**"* means the *Trespass to Property Act*, R.S.O. 1990, c. T.21, as amended, or any successor legislation.

(7) "**Resident**" means anyone residing at 100 Victoria Street as of the date that notice of this bylaw is provided through the posting of the agenda for the Council meeting at which this By-law will be considered on the Region's website ("Public Notice Date") .

PART II – PROHIBITION

2. No person shall engage in a Prohibited Activity on 100 Victoria Street.

3. (1) Commencing on December 1, 2025, no person shall enter onto, reside on, or occupy 100 Victoria Street or any part thereof.

(2) Subsection (1) of this section shall not apply to an employee or contractor of the Region or other person who has the authorization of the Region to enter onto or occupy 100 Victoria Street or any part thereof.

4. Every person who contravenes sections 2 or 3 of this By-law is guilty of an offence and on conviction is liable to a fine not exceeding $5,000, exclusive of costs.

PART III - TRESPASS

5. Without limiting Part II of this By-law, Designated Personnel may exercise any of the following enforcement options at 100 Victoria Street when a person is contravening or has contravened sections 2 or 3 of this By-law:

(1) Issue a verbal direction to refrain from a Prohibited Activity or the contravention of section 3 of this By-law;

(2) Subject to section 6 of this By-law, issue a verbal direction to leave 100 Victoria Street, citing as the reason the failure to refrain from a Prohibited Activity or the contravention of section 3 of this By-law;

(3) Serve a written notice upon a person prohibiting a Prohibited Activity or the contravention of section 3 of this By-law, citing as the reason the failure of the person to refrain from a Prohibited Activity or the contravention of section 3 of this By-law;

(4) Subject to section 6 of this By-law, serve a written notice upon a person

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prohibiting entry upon 100 Victoria Street citing as the reason the failure of the person to refrain from a Prohibited Activity or the contravention of section 3 of this By-law;

(5) Post a sign so that the sign is clearly visible in daylight under normal conditions from the approach to each ordinary point of access to 100 Victoria Street prohibiting a Prohibited Activity or the contravention of section 3 of this By-law;

(6) Subject to section 6 of this By-law, post a sign so that the sign is clearly visible in daylight under normal conditions from the approach to each ordinary point of access to 100 Victoria Street prohibiting entry upon 100 Victoria Street by a person citing as the reason the failure to refrain from a Prohibited Activity or the contravention of section 3 of this By-law;

(8) Subject to section 6 of this By-law, erect fencing or other barriers prohibiting entry upon 100 Victoria Street or any part thereof by a person citing as the reason the failure to refrain from a Prohibited Activity or the contravention of section 3 of this By-law;

(9) Subject to section 6 of this By-law, remove any personal property or fixture upon 100 Victoria Street or any part thereof that is owned by a person citing as the reason the failure to refrain from a Prohibited Activity or the contravention of section 3 of this By-law; and

(10) Exercise any other rights or powers pursuant to the *Trespass to Property Act* that are reasonable in the circumstances.

6. From the date of passage of this By-law until November 30, 2025, no Resident will be removed involuntarily from or prohibited from entering their temporary shelter at 100 Victoria Street as a result of engaging in a Prohibited Activity, unless the Prohibited Activity creates or contributes to a serious risk to their own health or safety or the health or safety of another person. For greater certainty, nothing in this By-law permits a Resident to relocate their temporary shelter to another part of the premises at 100 Victoria Street without the permission of the Region.

7. Designated Personnel may contact the Waterloo Regional Police Service, or any other police service having lawful jurisdiction, at any time to request assistance or to initiate any other action as the police service may deem necessary in the circumstances.

8. For greater certainty, and without limiting the above, Designated Personnel may erect a fence or other barrier to prohibit entry to any unoccupied area of 100 Victoria Street.

PART IV - GENERAL

9. This By-law may be enforced by a Designated Personnel or a police officer.

10. This By-law may be cited as the “100 Victoria Street Code of Use By-law”.

11. If any section or sections of this By-law or parts thereof are found by any Court to be illegal or beyond the power of Council of the Region to enact, such section or sections or parts thereof shall be deemed to be severable and all other sections or parts of this By-law shall be deemed to be separate and independent therefrom and shall continue in full force and effect unless and until similarly found illegal.

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12. This By-law shall come into force and take effect on the date of final passage hereof.

By-law read a first, second and third time and finally passed in the Council Chamber in the Regional Municipality of Waterloo this 23rd day of April, A.D., 2025.

DocuSigned by: Will Short

REGIONAL CLERK

DocuSigned by: Karen Redman

REGIONAL CHAIR

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SCHEDULE “A”

DESIGNATED PERSONNEL

1. The following are Designated Personnel:

(1) Supervisor, Security Services, for the Region, or any successor position thereto;

(2) a municipal law enforcement officer as appointed by the Region;

(3) a security guard under contract to the Region; and

(4) other persons from time to time as may be designated by Council of the Region.

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SCHEDULE "B"

PROHIBITED ACTIVITIES

1. The following activities are Prohibited Activities:

(a) carrying any goods, without authorization, which are offensive, dangerous, toxic, corrosive, flammable or explosive in nature that are likely to alarm, inconvenience, cause discomfort or injure any person, or cause damage to property, whether or not such good are contained in an approved container;

(b) acts which are reasonably perceived as threatening, intimidating or sexual harassment;

(c) any activity contrary to the *Criminal Code of Canada*, R.S. 1985, c. C-46, as amended, other federal statutes, provincial statutes or municipal by-laws;

(d) erecting a shelter or other structure (provided, however, that this shall not apply to shelters or other structures that were in place on the Public Notice Date);

(e) residing on 100 Victoria unless the person is a Resident within the meaning of this bylaw.

(f) acts which interfere with the provision of services to residents of 100 Victoria Street; or acts which interfere with the use of 100 Victoria Street for the purposes of work relating to or in any way connected with KCTH; and

(g) acts which are contrary to any specific rules or terms of use for the Designated Premises provided that the specific rules or terms of use have been posted in a conspicuous location at the Designated Premises.

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This is Exhibit “C” referred to in the Affidavit of Peter Sweeney affirmed by Peter Sweeney of the City of Cambridge, in the Regional Municipality of Waterloo, before me at the City of Toronto, in the Province of Ontario, on June 6, 2025 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

Commissioner for Taking Affidavits (or as may be)

GRETA HOAKEN

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Report: PDL-LEG-25-017

Region of Waterloo

Planning, Development, and Legislative Services

Legal Services

To:	Regional Council
Meeting Date:	April 23, 2025
Report Title:	100 Victoria Street, North, Kitchener – Site Specific By-law

1. Recommendation

That the Regional Municipality of Waterloo pass a by-law in the form attached as Appendix 'A' to this Report PDL-LEG-25-017, being a Site Specific By-law respecting the use of 100 Victoria Street, North, Kitchener (as Owned by The Regional Municipality of Waterloo) to facilitate the Kitchener Central Transit Hub (KCTH) and other transit-related development.

That the Regional Municipality of Waterloo direct staff to implement a plan for alternative accommodation for current residents of 100 Victoria Street North, Kitchener, and add $814,333 to the 2025 regional Housing budget as outlined in this Report PDL-LEG-25-017.

2. Purpose / Issue:

The Kitchener Central Transit Hub ("KCTH") is a transformational project that has been in the planning stages since 2013. To advance construction, Metrolinx has advised that it requires the use of the Region's property at 100 Victoria Street North by March 2026. The process to prepare the site for use by Metrolinx will take several months, requiring the site to be vacant by December 1, 2025.

There currently is an encampment of residents located at 100 Victoria Street North (the "Encampment"). A bylaw is therefore being introduced to Regional Council to allow the Region to obtain vacant possession of 100 Victoria Street North.

The purpose of this report is to seek Regional Council approval of a Site Specific By-law for 100 Victoria Street North, to facilitate remediation of the property commencing December 1, 2025 and Metrolinx's use of the property by March 2026.

3. Strategic Plan:

The Region of Waterloo is on a journey of growth to an intentional, sustainable future of one million residents. KCTH supports the Homes for All, Equitable Services and Opportunities and Climate Aligned Growth focus areas within the Region's 2023 – 2027

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Strategic Plan.

Upon completion, KCTH will enhance and integrate transit infrastructure, provide residential and commercial development opportunities and be a gateway for economic development for Waterloo Region.

4. Report Highlights:

- KCTH has been in the planning stages since 2013 and builds on the success of ION light rail. Designed to serve current and future residents, as well as visitors, the transit hub will redefine how people connect, commute, and experience Waterloo Region.
- Work on KCTH has advanced to the stage where construction is anticipated to begin in the next year. To further advance the project, the Region's property at 100 Victoria Street North is required by Metrolinx in March 2026.
- The Region is required to complete due diligence and site preparation at 100 Victoria Street North prior to handover of the property to Metrolinx. This work will take approximately three months to complete and cannot be undertaken with an encampment present on the property.
- To meet this timeline, a bylaw is now being introduced that requires the site to be vacant by December 1, 2025.
- In preparation for this transition, Regional staff will provide enhanced support by focusing efforts and resources on current residents for available housing and shelter options.
- In the context of the decision of Justice Valente in *The Regional Municipality of Waterloo v. Persons Unknown and to be Ascertained*, 2023 ONSC 670 ("Valente Decision") the Region intends to seek further direction from the Superior Court of Justice, to the extent this is feasible and compatible with the anticipated construction schedule.

5. Background:

<u>KCTH Development</u>

As the Region quickly grows to one million residents, the community is on the cusp of significant change. To help shape future growth, the Region, along with many partners, is leading transformational projects that will positively impact residents and visitors for generations to come.

Designed to serve current and future residents, as well as visitors from around the world, KCTH will redefine how people connect, commute, and experience our community. Building on the community investment in ION light rail, KCTH will connect ION light rail, GRT, GO Transit (rail and bus service), VIA, rail service, intercity bus,

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active transportation, passenger vehicles, cyclists and pedestrians in one central location.

The transit hub is expected to generate ION ridership as an anchor development along the Central Transit Corridor with transit station functions integrated with a future mixed-use destination. It will be a gateway to the Region of Waterloo and will connect residents and visitors to the Toronto-Waterloo Region innovation corridor.

KCTH is a landmark development and has the potential to stimulate growth, development and sustainability well into the future.

As part of this project, the Region has procured land on Victoria Street, from King Street to Weber Street. Upon completion of the transit hub, the remaining land will be used for commercial and residential development, including affordable housing.

In 2016, the Province recognized the value of investing in the Region of Waterloo's transit infrastructure, providing $43 million to support the transit hub. In February 2023, the Region applied for funding through the Public Transit stream of the Investing in Canada Infrastructure Program (ICIP). A decision on the application is pending.

The timing of the Region's work for the KCTH is driven by Metrolinx's construction schedule for its railway track and platform improvements adjacent to the KCTH site. Since Region staff provided the Kitchener Central Update in December, 2024 (see Appendix B) Metrolinx has notified the Region that it requires the Region owned property at 100 Victoria Street North for its use by March, 2026.

As a part of the KCTH development, Metrolinx will raise the section of rail tracks between King Street and Weber Street and relocate the rail platform from between Weber Street and Ahrens Street to the rail corridor between King Street to Duke Street. Metrolinx will also construct a diversion track that will be incorporated in the rail system immediately behind 100 Victoria Street North. Construction of the diversion track will include the build-up of ground level and rail modifications in this area.

The Region will be obligated to provide 100 Victoria Street North to Metrolinx in a condition fit for Metrolinx's use. To do so, remediation work must be completed before vacant possession of the land is delivered to Metrolinx. This includes site clean up, site investigations and geotechnical testing. It is anticipated this work will take three months, allowing for contingencies for unfavourable weather.

The Region will commence its construction activity for the KCTH project in 2025 with the demolition of the section of the Rumpel Felt building that does not have a heritage designation.

In 2026, the Victoria Street North Modifications, between Weber Street West to King

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Street West, will begin. From 2027 to 2030, a bus loop, pedestrian bridge, pedestrian ramp and the hub facility will be built.

Site Specific By-law Respecting Use of 100 Victoria Street, North, Kitchener

This proposed Bylaw is a Site- Specific By-law respecting the use of 100 Victoria Street, North, Kitchener, which is owned by The Region.

The intent of the By-law is to facilitate the development of the KCTH and other transit development. To do so, it provides for vacant possession of 100 Victoria Street North by December 1, 2025.

This will allow the requisite time for the Region to complete site preparation activities prior to the handover to Metrolinx, and for Region staff to engage with encampment residents and assist in relocating these individuals.

The By-law specifically regulates 100 Victoria Street North. The By-law provides for persons currently residing at 100 Victoria Street North and their need to transition to alternate accommodation prior to December 1, 2025. To enable vacant possession by December 2025, the By-law provides that no persons who were not residents on the date public notice of the By-law was provided may erect shelters or other structures or reside at 100 Victoria Street North.

To support current residents of the Encampment (i.e. those who were present on the property when public notice of the By-law was provided), Region staff will provide enhanced site support by focussing efforts and resources on current residents for available housing and shelter options and transition to alternate accommodation.

Transition of Current Encampment Residents

Region staff have developed a proposed plan to transition encampment residents from 100 Victoria Street North. This transition will be supported through additional new resources, which may be summarized as follows:

- That Regional staff provide enhanced site support by focussing efforts and resources on current residents for available housing and shelter options and ongoing site management
- That this work be accomplished with an approach consistent with the Plan to End Chronic Homelessness
- This operational effort would be coordinated by a cross departmental structure and will wind down before November 30th.

Region staff have been supporting residents at the Encampment since December 2021. This includes regular supports provided by outreach staff, connections with Ontario

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Works Caseworkers, providing regular cleaning and maintenance of the site, hiring pest control, portable washrooms, lighting, and other health and safety interventions.

Site security has been provided 24/7 since the spring of 2022. These efforts will continue through the transition process.

6. Communication and Engagement with Area Municipalities and the Public

Area Municipalities:
Over the last number of years, Region staff have worked with various municipal staff in area municipalities, particularly at the City of Kitchener and with community partners, to advance KCTH and manage the 100 Victoria site.

Should this By-law be approved, Region staff would continue to work with area municipalities and interest holders in its implementation.

Public:

Individuals currently residing at 100 Victoria Street North are being informed about the proposed By-law by the Region staff who visit the site daily to provide supports.

Partners and key stakeholders are being notified about the proposed By-law.

Updates to the community on KCTH have been ongoing and regular updates will continue throughout construction. More information can be found at:
https://www.engagewr.ca/king-victoria-transit-hub

7. Financial Implications:

Current costs to maintain the site at 100 Victoria are $793,944 annually ($66,162/month). These include costs for security, pest control, portable toilets, garbage removal, and ongoing servicing and maintenance. These do not include staffing costs for social supports, outreach, facilities, or by-law staff who attend the site regularly.

Site Support Budget April-November 2025

Item	**2025 Amount**
Supportive Housing Units (new)	$271,250
Scattered Site Rent Supplements with social supports (existing)	$183,750
Motels with social supports (new)	$466,083
Site Remediation (new)	$77,000
Total Investment	**$998,083**
Less: Internal Reallocation	$183,750

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Total New net costs for 2025	**$814,333**

Annualized Site Support Net Financial Impact for 2026 & 2027

	2026	2027
Annualized Supportive Housing	$ 465,000	$ 465,000
Annualized Motels*	$ 799,000	$ 0
Site Remediation	$ 35,000	$ 0
Less: savings from closing 100V currently budgeted for security and maintenance	($ 793,944)	($ 793,944)
Total Net Impact	**$ 505,056**	**($ 328,944)**

**Motels will only be used for temporary support and will not extend beyond 2026*

8. Conclusion / Next Steps:

Approval by Council of the proposed Site Specific By-law respecting the use of 100 Victoria Street North, Kitchener, and the plan for alternative accommodation for current residents of 100 Victoria Street, North, to facilitate the transition of current residents to alternative accommodation so that vacant possession of the site is achieved by December 1, 2025. Site preparation can then be completed so that the lands are ready for Metrolinx use in March, 2026.

9. Attachments:

Appendix A: Site Specific By-law respecting the use of 100 Victoria Street, North, Kitchener (as Owned by The Regional Municipality of Waterloo) to facilitate the Kitchener Central Transit Hub and other Transit Development.

Appendix B: Report EES-SAM-24-002

Appendix C: Moving forward on Kitchener Central Transit Hub: Site Specific By-law Presentation

Prepared By: Katie Johnson, Director, Strategic Initiatives and Asset Management, Engineering and Environmental Services

Fiona McCrea, Acting Regional Solicitor/Director Legal Services

Ryan Pettipiere, Director, Housing Services

Reviewed By: Peter Sweeney, Commissioner, Community Services

Approved By: Jennifer Rose, Commissioner, Engineering and Environmental Services

Doug Spooner, Acting Commissioner, Transportation Services

Rod Regier, Commissioner, Planning Development and Legislative Services

Pactima eSignature Package ID: jhL76xtRrX-y1Ul1b-fMY

BY-LAW NUMBER 25-***

OF

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7. Designated Personnel may contact the Waterloo Regional Police Service, or any other police service having lawful jurisdiction, at any time to request assistance or to initiate any other action as the police service may deem necessary in the circumstances.

8. For greater certainty, and without limiting the above, Designated Personnel may erect a fence or other barrier to prohibit entry to any unoccupied area of 100 Victoria Street.

PART IV - GENERAL

9. This By-law may be enforced by a Designated Personnel or a police officer.

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11. If any section or sections of this By-law or parts thereof are found by any Court to be illegal or beyond the power of Council of the Region to enact, such section or sections or parts thereof shall be deemed to be severable and all other sections or parts of this By-law shall be deemed to be separate and independent therefrom and shall continue in full force and effect unless and until similarly found illegal.

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By-law read a first, second and third time and finally passed in the Council Chamber in the Regional Municipality of Waterloo this 23rd day of April, A.D., 2025.

_____	_____
REGIONAL CLERK	REGIONAL CHAIR

Pactima eSignature Package ID: jhL76xtRrX-y1Ul1b-fMY

SCHEDULE “A”

DESIGNATED PERSONNEL

1. The following are Designated Personnel:

(1) Supervisor, Security Services, for the Region, or any successor position thereto;

(2) a municipal law enforcement officer as appointed by the Region;

(3) a security guard under contract to the Region; and

(4) other persons from time to time as may be designated by Council of the Region.

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SCHEDULE "B"

PROHIBITED ACTIVITIES

1. The following activities are Prohibited Activities:

(a) carrying any goods, without authorization, which are offensive, dangerous, toxic, corrosive, flammable or explosive in nature that are likely to alarm, inconvenience, cause discomfort or injure any person, or cause damage to property, whether or not such good are contained in an approved container;

(b) acts which are reasonably perceived as threatening, intimidating or sexual harassment;

(c) any activity contrary to the *Criminal Code of Canada*, R.S. 1985, c. C-46, as amended, other federal statutes, provincial statutes or municipal by-laws;

(d) erecting a shelter or other structure (provided, however, that this shall not apply to shelters or other structures that were in place on the Public Notice Date);

(e) residing on 100 Victoria unless the person is a Resident within the meaning of this bylaw.

(f) acts which interfere with the provision of services to residents of 100 Victoria Street; or acts which interfere with the use of 100 Victoria Street for the purposes of work relating to or in any way connected with KCTH; and

(g) acts which are contrary to any specific rules or terms of use for the Designated Premises provided that the specific rules or terms of use have been posted in a conspicuous location at the Designated Premises.

Report: EES-SAM-24-002

Region of Waterloo

Engineering and Environmental Services

Strategic Initiatives and Asset Management

To:	Sustainability, Infrastructure, and Development Committee
Meeting Date:	December 3, 2024
Report Title:	Kitchener Central Update

---

1. Recommendation

For information.

2. Purpose / Issue:

The purpose of this report is to provide an update on the progress of the Kitchener Central Transit Hub (KCTH). As progress on this landmark project advances, it is timely to highlight project updates and upcoming project milestones.

3. Strategic Plan:

The Region of Waterloo is on a journey of growth to an intentional, sustainable future of one million residents. The Kitchener Central Transit Hub supports the Homes for All, Equitable Services and Opportunities and Climate Aligned Growth focus areas within the Region's 2023 – 2027 Strategic Plan.

Upon completion, the KCTH will enhance and integrate transit infrastructure, provide residential and commercial development opportunities and be a gateway for economic development for the Region and area municipalities.

4. Report Highlights:

- The Kitchener Central Transit Hub will be a focal point for higher-order transit, providing access to ION light rail, GO Transit (rail and bus service), VIA rail service, intercity bus, and GRT, passenger vehicles and active transportation.

- KCTH has been renamed from the King Victoria Transit Hub to align with Grand River Transit's ION Kitchener Central Station and GO Transit's Kitchener Station.

- The Region owns land on Victoria Street, from King Street to Weber Street. Upon completion of the transit hub and its related transit infrastructure, the remaining land will be developed. Development opportunities include commercial, and residential (including affordable housing).

- Work on KCTH has advanced to the stage where construction is anticipated to begin in 2025. This will include Region-led projects: the demolition of the Rumpel Felt building (the part without a historic designation), the installation of a bus loop, a pedestrian bridge, a pedestrian ramp and a parking lot.

- The Victoria Street North Modifications project will be added to the Transportation Capital Program and will create multi-modal links to KCTH.

- The Ministry of Transportation and the Region have agreed on an amendment to the existing Transfer Payment Agreement. The amendment extends the expiry date of the TPA. Staff on both sides are discussing appropriate measures to address TPA funding shortfalls.

- An application for funding through the Public Transit stream of the Investing in Canada Infrastructure Program (ICIP) was submitted in February 2023. The Region of Waterloo is awaiting a decision on the application.

5. Background:

As the Region quickly grows to one million residents, the community is on the cusp of significant change. To help shape future growth, the Region, along with many partners, is leading transformational projects that will impact the Region and area municipalities for generations to come. Similarly to the success that was experienced with ION light rail, KCTH has the potential to positively impact growth, development and sustainability well into the future.

In 2016, the Province recognized the value of investing in the Region of Waterloo's transit infrastructure, providing $43 million to support the transit hub.

KCTH will be a gateway to the Region of Waterloo through a landmark development and will connect residents and visitors to the Toronto-Waterloo Region innovation corridor through the co-location of ION light rail, GO Transit (rail and bus service), VIA rail service, intercity bus, active transportation, passenger vehicles and GRT.

The transit hub is expected to generate ION ridership as an anchor development along the Central Transit Corridor with transit station functions integrated with a future mixed-use destination.

Scope of Work

The scope of work for the Kitchener Central Transit Hub includes:

- the design and development of a transportation hub building,
- a pedestrian bridge over King Street,
- a bus loop for GRT and GO transit,

- a pedestrian ramp,
- a parking lot,
- stormwater management and
- site development.

Following completion of the work, the Region will seek to partner with a private developer to create a mixed-use site incorporating unused land into the vision for the transit hub.

Project Updates

The timing of the Region's work is driven by Metrolinx's construction schedule. Due to the complex nature of the project and adjacent construction sites close to one another, the sequencing of work will be critical to successful delivery. The Region will work collaboratively with Metrolinx to confirm the schedule following the award of the Metrolinx contract.

The Region expects further updates to the construction schedule as construction staging plans are finalized with the onboarding of contractors but anticipates construction work to begin in 2025 with completion by the end of 2029.

The Region and Metrolinx meet bi-weekly to review coordination items between parallel designs. Success during construction will be highly reflective of both parties' efforts to coordinate components between the designs. The Region is working with Metrolinx to finalize a Memorandum of Understanding (MOU) agreement. An executable copy of this agreement is currently being prepared by Metrolinx. Several additional agreements are being developed in alignment with the MOU that include a Grade Separation Agreement, lease agreements and a fee simple land transfer agreement.

- The Ministry of Transportation and the Region have agreed on an amendment to the existing Transfer Payment Agreement with the intent of having it actioned before the end of the calendar year. This amendment extends the expiry date of the TPA to December 31, 2030.

Region Progress

- The Region is concentrating their efforts on completion of the design by end of 2024 with the intent of procuring a Construction Manager in 2025.
- Alterations to the location of the pick-up and drop-off, the addition of more bus bays in the bus loop and detailed investigation into the stormwater flows for the site need to be finalized prior to continuing with the design of the transit building.

Corresponding Projects

There are a few key projects in the vicinity and in support of the transit hub that are noteworthy.

Acquisition of 70-84 Victoria Street North

The acquisition of 70-84 Victoria Street North (in March 2024) plays a pivotal role in the Kitchener Central Transit Hub lands project by expanding the site's footprint to enable comprehensive planning and development. This property is currently occupied with commercial tenants. The leases with tenants will be honoured and once complete, this additional land enhances the project by providing opportunities for improved connectivity between future transit services and urban infrastructure, while also creating space for complementary uses such as mixed-use development and public amenities. Ultimately, this acquisition strengthens the vision of the hub as a regional anchor for sustainable, transit-oriented growth.

Victoria Street Modifications (King Street West to Weber Street West)

This project includes modifications to Victoria Street to provide multimodal links to KCTH. A preferred preliminary design has been identified that involves the reduction from four vehicle lanes to two vehicle lanes to allow for transit priority lanes and active transportation infrastructure.

Site Development

Site development for the Kitchener Central Transit Hub lands is advancing steadily, with foundational planning and design milestones achieved. Key progress includes ongoing site preparation, and ongoing collaboration with stakeholders to finalize updated rail infrastructure. This will further inform the mixed-use development potential of the lands, and the integration of multimodal transit solutions into the design framework. At the project's core, the land visioning efforts ensure that site development aligns with the four regional strategic priorities, laying the foundation for transformative growth in the surrounding area.

Budgetary and Agreement Updates

Region and Metrolinx staff are negotiating a cost sharing agreement amendment for the additional works to be completed by Metrolinx within the rail corridor. This work includes:

- The multi-use trail underpass at Duke Street;
- The retaining wall on the south side of the rail corridor between Region and Metrolinx lands; Space for bike storage rooms, bus shelters and service rooms under the South Platform (equipment installation and fit-out of the space is not included); and
- Structural work for the station tunnel near King Street to provide direct access to the transit hub building from the North platform (equipment installation and fit-out of the tunnel is not included).

$10 million has been allocated within the MTO Transfer Payment Agreement (TPA) for the Region in-corridor work. The TPA has been amended to transfer these funds directly from MTO to Metrolinx for the completion of the work. Ownership of this infrastructure will follow a Grade Separation Agreement. The MOU agreement provides for future licence, operations and maintenance agreements for the Region's long-term use of this infrastructure. The MOU agreement also includes provisions for dispute resolutions, access, insurance requirements and clearly identified role and responsibilities of both parties in relation to the cost shared scope as well as the overall project.

The current TPA is no longer sufficient to cover the estimate of the pedestrian bridge over King Street, the bus loop, the pedestrian ramp and the parking lot. The TPA was originally developed in 2018 and since then the project as seen significant alterations in scope, unprecedented inflation rates and modifications in funding structure. The funding challenges that been identified, stem from a change in the delivery model, inflation and scope alternations since the commencement of the TPA. The Region is delivering all "off-corridor" works required to meet Metrolinx's Station Access Requirements. This includes a pedestrian bridge over King Street, fit out of the Bus and Bike parking facilities, a bus loop, pick up/drop off area, parking and additional site works. Region staff are working with the Ministry of Transportation to discuss appropriate measures to address this funding shortfall that is currently around $9 million.

6. Communication and Engagement with Area Municipalities and the Public

Area Municipalities: City of Kitchener staff have been consulted on design components of the multi-use trail, ownerships of Duke Street and associated utilities. In 2023, the Region completed a pre-submission for Site Plan Approval whereby the Region received City comments regarding transit, civil and environmental design components. The Region will look to submit a final site plan approval package for further comment from the City of Kitchener. Region staff will continue to engage and involve City of Kitchener staff on an ongoing basis as progress continues.

Public: In June 2024, projects updates were made to the EngageWR page. During the same timeframe, the Project Manager presented aspects of the Region's works to the Grand River Accessibility Advisory Committee (GRAAC). Committee members were given an opportunity to provide feedback on accessibility components. The Region's design team are evaluating recommendations brought forward to understand how they might integrate into the proposed workplan.

7. Financial Implications:

The 2024-2033 Facilities and Fleet Capital Program includes a budget of $347,000 in 2024 with an overall contribution of $35 million from 2024 – 2029 for the Kitchener

Central Transit Hub Project. This amount is to be funded from a TPA Agreement with the Province (MTO) in the amount of $33 million and RDC debenture. Of the $33 million, $4.7 million has been consumed to date.

8. Conclusion / Next Steps:

Staff will continue to work with the MTO to ensure the Region has an amended TPA before the end of the calendar year. Coordination efforts with Metrolinx are ongoing to align both party's project plans. At the end of 2024, the Region anticipates having a complete design package.

Staff will continue to work with Metrolinx to finalize agreements to facilitate the work being carried out.

9. Attachments:

Appendix A: Rendering of Kitchener Central

Appendix B: Kitchener Central Transit Hub Presentation to SID Committee December 3, 2024.pptx

Prepared By: Christa De Wys, Senior Project Manager (Facilities – Large Capital), Engineering and Environmental Services

Katie Johnson, Director, Strategic Initiatives and Asset Management, Engineering and Environmental Services

Reviewed By: Mike Henderson, Director, Transportation, Transportation Services

Neil Malcom, Acting Director, Transit Services, Transportation Services

Aaron Moss, Director, Facilities and Fleet Management, Engineering and Environmental Services

Approved By: Jennifer Rose, Commissioner, Engineering and Environmental Services

Doug Spooner, Acting Commissioner, Transportation Services

Chris Wood, Acting Commissioner, Planning, Development and Legislative Services

Appendix A, EES-SAM-24-002: Rendering of Kitchener Central

Pactima eSignature Package ID: jhL76xtRrX-y1Ul1b-fMY

Appendix B - EES-SAM-24-002, Kitchener Central Update (SD Dec 3, 2024)

Pactima eSignature Package ID: jhL76xtRrX-y1Ul1b-fMY

Moving forward on Kitchener Central Transit Hub: Site Specific By-law

April 23, 2025

Region of Waterloo

Pactima eSignature Package ID: jhL76xtRrX-y1Ul1b-fMY

Kitchener Central Transit Hub

- Key infrastructure for our growing community
- Building on our world-class transit system
- Connecting ION, GRT, GO, VIA, carshare, Neuron, and active transportation in one central, convenient location

Region of Waterloo

Pactima eSignature Package ID: jhL76xtRrX-y1UI1b-fMY

New phase of construction

- The Kitchener Central Transit Hub project is entering a new phase.
- Preliminary road work and demolition of the portion of the Rumpel Felt building that does not have heritage designation will start in 2025.
- Metrolinx requires the property at 100 Victoria Street, North by March 2026.
- Site preparation is required before this and is anticipated to take several months.
- A vacant site is required by December 1, 2025.

Region of Waterloo

Pactima eSignature Package ID: jhL76xtRrX-y1Ul1b-fMY

Enhanced site support

- Focused efforts and resources on current residents for available housing and shelter options
- Ongoing site management
- An approach that is consistent with the Plan to End Chronic Homelessness

Region of Waterloo

Pactima eSignature Package ID: jhL76xtRrX-y1UI1b-fMY

Site Specific By-law Recommendation

- That the Regional Municipality of Waterloo pass a by-law in the form attached as Appendix 'A' to this Report, being a Site Specific By-law respecting the use of 100 Victoria Street, North, Kitchener (as Owned by The Regional Municipality of Waterloo) to facilitate the Kitchener Central Transit Hub (KCTH) and other transit-related development.

- That the Regional Municipality of Waterloo direct staff to implement a plan for alternative accommodation for current residents of 100 Victoria Street North, Kitchener, and add $814,333 to the 2025 regional Housing budget as outlined in this Report.

Region of Waterloo

Pactima eSignature Package ID: jhL76xtRrX-y1Ul1b-fMY

This is Exhibit “D” referred to in the Affidavit of Peter Sweeney affirmed by Peter Sweeney of the City of Cambridge, in the Regional Municipality of Waterloo, before me at the City of Toronto, in the Province of Ontario, on June 6, 2025 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

Commissioner for Taking Affidavits (or as may be)

GRETA HOAKEN

Pactima eSignature Package ID: jhL76xtRrX-y1Ul1b-fMY

2021 Point in time count findings

Region of Waterloo
COMMUNITY SERVICES

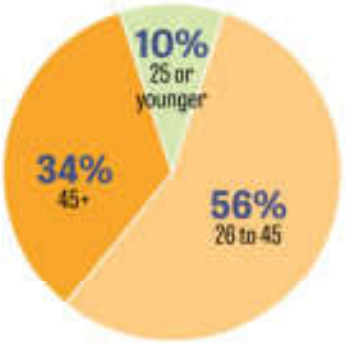
1085 people experiencing any type of homelessness were counted on September 21, 2021.

- **412** people living rough (living in encampments, on the street, or staying in their vehicle;
- **335** people experiencing hidden homelessness;
- **191** people in emergency shelter;
- **84** people in transitional housing;
- **63** people in institutions (Hospital, Police custody, Women's Crisis Services.

609 people included in the **point in time count** filled out a survey. A summary of their responses is outlined below.

WHO

Age of survey respondents



Racial identity

15%
Identified themselves as members of a racialized community

17%
Identified themselves as First Nations / Indigenous / Metis

Gender identity

Trans, two-spirit, non-binary (10%)

Women (30%)

Men (67%)

WHERE/HOW LONG

Where people are experiencing homelessness*

205
Living rough
Encampment, unsheltered in public place, vehicle

183
Emergency shelter
Including hotel/motel funded by homeless program

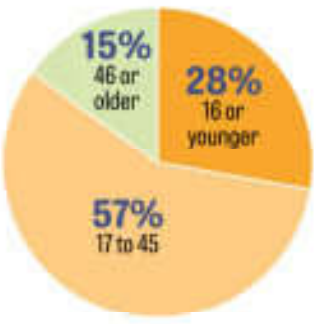
43
Transitional shelter

105
Hidden homelessness

69
Other
Unsafe or no permanent place to stay

How long people have been experiencing homelessness in the last year

Age when people first experienced homelessness



* The number of people experiencing homelessness in these locations differs from the numbers reported at the top of the page as this section reports on where survey respondents are experiencing homelessness - not everyone experiencing homelessness filled out a survey.

Pactima eSignature Package ID: jhL76xtRrX-y1Ul1b-fMY

EXPERIENCES OF HOMELESSNESS

Top five reasons
people said caused their experience of homelessness

- Not enough income for housing **(33%)**
- Landlord / tenant conflict **(24%)**
- Substance use issues **(15%)**
- Conflict with spouse / partner **(14%)**
- Unfit / unsafe housing conditions **(13%)**

Health challenges reported by survey respondents

72%	67%	40%	38%
Substance use	Illness / medical condition	Physical limitation	Learning or cognitive limitation

Top ten services
that would be helpful

1. Finding affordable housing **(87%)**
2. Housing search support (including support worker) **(69%)**
3. Bus Pass **(68%)**
4. Outreach workers **(59%)**
5. Internet access **(56%)**
6. Washrooms, showers **(54%)**
7. Help writing housing applications **(50%)**
8. Low barrier housing **(46%)**
9. Personal Counselling **(45%)**
10. Accessing income support programs (e.g. OW, EI) **(43%)**

Challenges to finding safe permanent housing

- Low income **(78%)**
- Rent too high **(73%)**
- Discrimination **(34%)**
- Poor housing conditions **(26%)**
- Mental health issues **(25%)**
- Criminal history **(24%)**
- Family breakdown / conflict **(15%)**
- Physical health issues, accessibility **(14%)**

To learn more about housing and homelessness services in Waterloo Region, please visit:
https://www.regionofwaterloo.ca/en/living-here/housing-and-shelter.aspx

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This is Exhibit “E” referred to in the Affidavit of Peter Sweeney affirmed by Peter Sweeney of the City of Cambridge, in the Regional Municipality of Waterloo, before me at the City of Toronto, in the Province of Ontario, on June 6, 2025 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

Commissioner for Taking Affidavits (or as may be)

GRETA HOAKEN

Pactima eSignature Package ID: jhL76xtRrX-y1Ul1b-fMY

2024 Point in time count findings

Region of Waterloo
COMMUNITY SERVICES

2371 people experiencing any type of homelessness were counted on October 22, 2024.

- **1009** people living rough (living in encampments, on the street, or staying in their vehicle)
- **446** people staying in an emergency shelter
- **353** people experiencing hidden homelessness (staying with friends or family, or temporary accommodations)
- **221** people staying in transitional housing
- **153** people staying in a motel funded by the Region
- **100** people in institutions (hospital, police custody)
- **89** people staying in unknown or undisclosed locations

1790 people included in the **point in time count** filled out a survey. A summary of the responses they shared is outlined below.

WHERE/HOW LONG

Where people are experiencing homelessness*

- **41%** Living rough
- **25%** Emergency shelter — Including hotel/motel funded by homeless program
- **20%** Hidden homelessness
- **8%** Transitional housing
- **6%** Other — Motels, Institutions and Unknown

78% of people surveyed said they experienced chronic homelessness

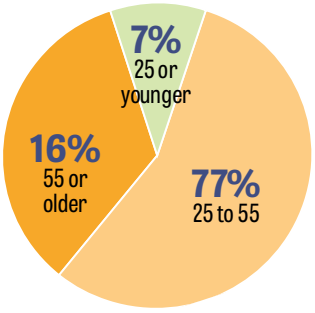
Racial identity

26% Identified themselves as members of a racialized community

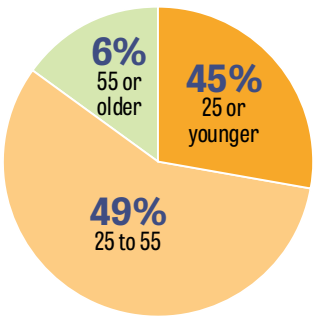
17% Identified themselves as First Nations, Inuit, or Métis

WHO

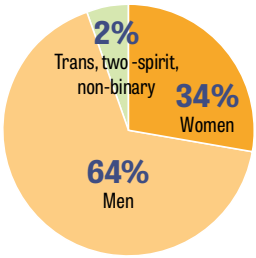
Age of survey respondents



Age when people first experienced homelessness



Gender identity



* The number of people experiencing homelessness in these locations differs from the numbers reported at the top of the page as this section reports on where survey respondents are experiencing homelessness - not everyone experiencing homelessness filled out a survey. Not everyone who participated in the survey answered every question. The percentages above are based on total responses for each question.

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EXPERIENCES OF HOMELESSNESS

Top 5 reasons
people said caused their experience of homelessness

- Not enough income for housing **(44%)**
- Conflict with spouse / partner **(18%)**
- Landlord / tenant conflict **(13%)**
- Unfit / unsafe housing conditions **(12%)**
- Substance use issues **(11%)**

Health challenges reported by survey respondents

72%	70%	44%	29%	28%
Substance use	Mental health	Illness / medical condition	Physical limitation	Acquired brain injury

Top 10 services
that would be helpful

- Finding affordable housing **(76%)**
- Housing search support **(54%)**
- Bus pass **(53%)**
- Finding a job **(49%)**
- Accessing income support (e.g. OW, EI) **(45%)**
- Internet access **(42%)**
- Getting ID **(41%)**
- Outreach workers **(41%)**
- Secure storage **(39%)**
- Washrooms, showers **(39%)**

Top 10 challenges to finding safe permanent housing

- Low income **(80%)**
- Rent too high **(78%)**
- Addiction **(33%)**
- No income assistance **(32%)**
- Poor housing conditions **(31%)**
- Mental health issues **(29%)**
- Discrimination **(27%)**
- Criminal history **(19%)**
- Family breakdown / conflict **(18%)**
- Physical health issues, accessibility **(16%)**

To learn more about Waterloo Region's Plan to End Chronic Homelessness, please visit:
engagewr.ca/end-chronic-homelessness

Pactima eSignature Package ID: jhL76xtRrX-y1Ul1b-fMY

This is Exhibit “F” referred to in the Affidavit of Peter Sweeney affirmed by Peter Sweeney of the City of Cambridge, in the Regional Municipality of Waterloo, before me at the City of Toronto, in the Province of Ontario, on June 6, 2025 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

Commissioner for Taking Affidavits (or as may be)

GRETA HOAKEN

Pactima eSignature Package ID: jhL76xtRrX-v1Ul1b-fMY

January 9, 2025

HELPSEEKER TECHNOLOGIES

Municipalities Under Pressure:

THE HUMAN AND FINANCIAL COST OF ONTARIO'S HOMELESSNESS CRISIS

AMO Association of Municipalities of Ontario NOSDA OMSSA

Pactima eSignature Package ID: jhL76xtRrX-y1UI1b-fMY

Ontario's Homelessness Crisis has Deepened Significantly

A WARNING SIGN THAT OUR UNACCEPTABLE HOUSING PROBLEM IS ON A TRAJECTORY TO GET WORSE

Pactima eSignature Package ID: jhL76xtRrX-y1Ul1b-fMY

About this Report

The Association of Municipalities of Ontario (AMO), in partnership with the Ontario Municipal Social Services Association (OMSSA) and the Northern Ontario Service Deliverers Association (NOSDA), selected HelpSeeker through a Request for Proposal process as the successful proponent to quantify current and projected homelessness, identify and cost provincial-level solutions to achieve functional zero by 2030, and determine the investment gap between current and required funding across all government levels.

About HelpSeeker

HelpSeeker Technologies is a Canadian social innovation company dedicated to designing and implementing data-driven tools and services that empower communities, nonprofits, and government agencies. By delivering innovative solutions, we help organizations streamline operations, enhance decision-making, and address complex social challenges effectively.

Donaldson, J., Wang, D., Escamilla, C., & Turner, A. (2025). Municipalities under pressure: The human and financial cost of Ontario's homelessness crisis. HelpSeeker.

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Table of Contents

About this Report 3
About HelpSeeker 3
Acknowledgements 7
Executive Summary 8
The Scale of the Crisis 12
The Unequal Effects of the Crisis 13
An End to Chronic Homelessness 16
Modelling Urgent Pressures 17
A Defining Moment for Ontario's Future 18
Introduction 20
Key Terms 22
Methodology 24
Part 1: A New Look at Housing and Homelessness in Ontario 26
Part 2: A 10-Year Perspective on Homelessness in Ontario 28
Part 3: Investing in Solutions 29
Interpreting the Data 30
Part 1: A New Look at Housing and Homelessness in Ontario 32
1.1: People Experiencing Homelessness 33
Methods and Limitations 34
Interpreting this Section 35
Findings 36
1.2: Indications of Housing Instability 40
Methods and Limitations 42
Interpreting this Section 43
Findings 44
1.3: Chronic Homelessness 50
Methods and Limitations 52
Interpreting this Section 53
Findings 54
1.4: Homelessness-Serving System 60
Methods and Limitations 62
Interpreting this Section 63
Findings 64

Pactima eSignature Package ID: jhL76xtRrX-y1Ul1b-fMY

1.5: Housing System **72**
Methods and Limitations 72
Interpreting this Section 73
Findings 74
1.6: Housing and Homelessness Funding **81**
Methods and Limitations 82
Interpreting this Section 83
Findings 84
Part 2: A 10-Year Perspective on Homelessness in Ontario **88**
2.1: 10-Year Homelessness Projections **89**
Methods and Limitations 90
Interpreting this Section 91
Findings 92
Part 3: Investing in Solutions **96**
3.1: Scenario 1, Modelling an End to Chronic Homelessness **97**
Methods and Limitations 98
Interpreting this Section 99
Findings 100
3.2: Scenario 2, Modelling a $2 Billion Investment **106**
Methods and Limitations 106
Interpreting this Section 107
Findings 108
Discussion **112**
The Growing Scale of Ontario's Homelessness Crisis 112
Understanding Interconnections Across Policies 112
Addressing Inequity of Indigenous Homelessness 113
Changes in the Profile of Chronic Homelessness 114
The Shifting Geography of Chronic Homelessness 114
The Critical Role of Localized Systems Planning 114
Advancing Data-Led Decision-Making Capacity 115
Moving to Longer-Term Solutions 115
Multi-System Integration 116

Pactima eSignature Package ID: jhL76xtRrX-y1Ul1b-fMY

Technical Notes **118**
1.1: People Experiencing Homelessness **118**
Data Sources and Collection 118
Data Completion 118
Estimation and Standardization Process 118
1.2: Chronic Homelessness **119**
Data Sources and Collection 119
Estimation and Standardization Process 119
1.3: Homelessness-Serving System **120**
Emergency Shelters 120
Transitional Housing 121
Supportive Housing 121
Expenditure Data 121
1.4: Homelessness-Serving System **122**
RGI Waitlist Estimation 122
2.1: 2035 Homelessness Projections **122**
Data Processing 122
Statistical Model Details 122
Statistical Optimization Techniques 123
Model Validation Framework 124
Cross-Validation Implementation 124
Performance Assessment 124
Model Analysis 124
Economic Scenarios 127
3.1: Modelling Solutions to Chronic Homelessness **129**
Turnover and Negative Exit Assumptions 129
Cost Assumptions 130
Growth Projections and Target Population Assumptions 131
Acuity Level Distributions and Matching Program Components 132
3.2: Modelling a $2-Billion Investment **133**
Acuity Level Distributions and Program Allocations 133
Acuity and Chronicity Distributions 134
Matching Program Components to Needs 134
Growth Projections and Demand Targets 134
Cost Assumptions 135

Pactima eSignature Package ID: jhL76xtRrX-y1Ul1b-fMY

Acknowledgements

This project represents a first-of-its-kind analysis made possible through the participation and contributions of the 47 service managers across Ontario, which provided essential data and insights to ground the analysis in local realities.

Special appreciation is extended to Michael Jacek (AMO) for his collaboration and leadership. Additional gratitude is extended to Fern Dominelli (NOSDA) and Doug Ball (OMSSA) for their significant expertise and their support in interpreting and contextualizing the data. The Steering Advisory Group, which included representatives from service managers, the Canadian Alliance to End Homelessness (CAEH), and Ontario Aboriginal Housing Services (OAHS), provided invaluable guidance to ensure the project reflects Ontario's diverse community needs and priorities.

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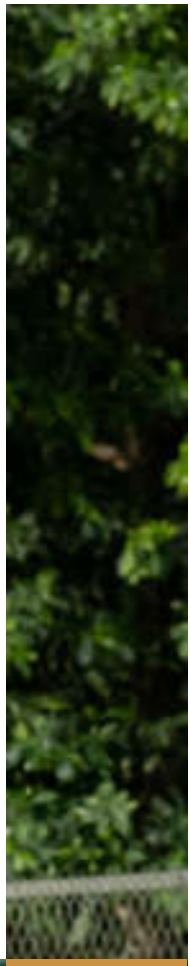

Executive Summary

ONTARIO IS AT A TIPPING POINT IN ITS HOMELESSNESS CRISIS. NEW EVIDENCE REVEALS THE UNPRECEDENTED AND GROWING STRESS ON INDIVIDUALS, FAMILIES, COMMUNITIES, AND GOVERNMENTS.

For the first time, data from Ontario's 47 municipal service managers has been aggregated and analyzed, providing a fuller picture of the issue, along with a roadmap for the future.

In 2024, an estimated

81,515 **ONTARIANS EXPERIENCED KNOWN HOMELESSNESS**

25% **INCREASE SINCE 2022**

The incidence of chronic homelessness, characterized by prolonged or repeated episodes, has tripled over the same period, and now accounts for more than half of all cases of **known homelessness.**

THESE NUMBERS DEMONSTRATE SYSTEMIC FAILURES THAT EXTEND BEYOND HOUSING, REFLECTING DEEP GAPS IN HEALTHCARE, MENTAL-HEALTH SERVICES, JUSTICE SYSTEMS, AND MORE.

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Known Homelessness

Known homelessness refers to people known to the homelessness-serving system, through service provision or data collection and prioritization activities, such as a By-Name List (BNL), Point-in-Time (PiT) count, or other tools. This primarily includes people experiencing sheltered or unsheltered homelessness—those staying in emergency shelters, hotels, or unsheltered locations like tents or outdoor spaces. Occasionally, a small proportion of individuals experiencing hidden homelessness may also be included, depending on how service managers reported their data.

This term is used throughout the report and is **bolded for clarity.**

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This report documents the problem and projects how homelessness in Ontario might look in the next decade.

Without significant intervention, homelessness could more than triple by 2035, leaving up to

294,266 people

without stable housing

under an economic downturn scenario—a reality that most would agree is unacceptable.

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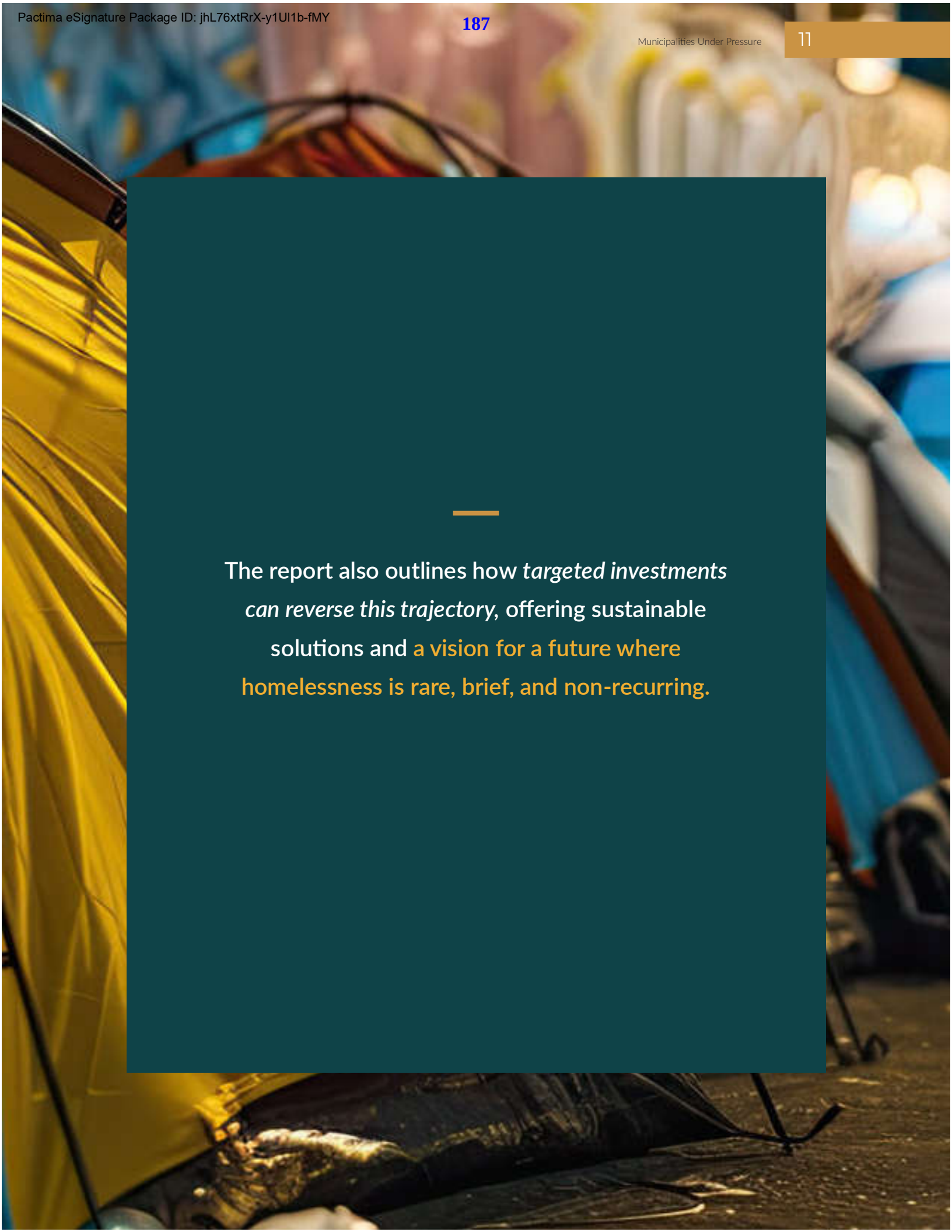

The report also outlines how *targeted investments can reverse this trajectory*, offering sustainable solutions and a vision for a future where homelessness is rare, brief, and non-recurring.

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The Scale of the Crisis

Ontario's homelessness crisis has deepened significantly over the past decade, but the increasing proportion of **chronic homelessness—people in prolonged or repeated episodes of homelessness—is a warning sign** that our already unacceptable housing problem is on a trajectory to get worse.

In 2024, an estimated

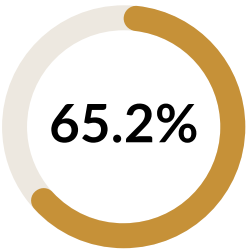
41,512 **ONTARIANS EXPERIENCED CHRONIC HOMELESSNESS,**

accounting for more than half of all known cases of homelessness. This is a critical indicator of how strained the housing system is. Ideally, people should spend little to no time in the housing crisis system before transitioning to stable and appropriate housing. Chronic homelessness represents a breakdown in this process.

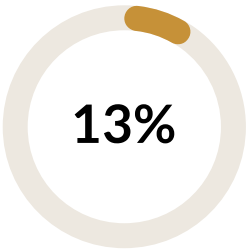
When chronic homelessness grows as a share of total homelessness, it reveals two fundamental systemic issues: **too many people are entering homelessness and too few people are exiting homelessness because of a lack of affordable, appropriate options.** In most cases, both problems apply. As a result, people become trapped in unsheltered homelessness or the emergency shelter system for extended periods, facing heightened risks of trauma, violence, worsening health outcomes, and even loss of life.

The reasons why too few people are exiting homelessness are clear: Ontario does not have enough housing spaces, and it does not have the right mix of spaces.

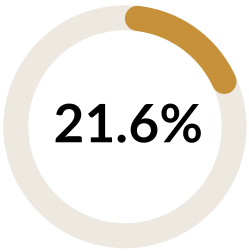
Of the 27,138 estimated spaces reported by service managers:



are in emergency shelters



are in transitional housing



are in supportive housing

Emergency shelters are vital for individuals and families facing or experiencing crisis. But the growing proportion of chronic homelessness suggests that too many people remain in these temporary solutions longer than intended. Supportive housing—proven to help people transition out of homelessness permanently—is in critically short supply, with **only one non-health-operated supportive housing space available for every 14 people experiencing known homelessness.**

The overwhelming demand for affordable housing exacerbates the problem. Across Ontario, **more than 268,000 households are on housing waitlists,** with average wait times exceeding **five years** and, in some regions, surpassing **20 years.** This longstanding shortage of affordable housing creates immense pressure on homelessness-serving systems and forces people to rely on shelters or other temporary arrangements far longer than intended. Addressing these gaps—both in the overall availability of spaces and in ensuring the right service mix—is essential to breaking the cycles of homelessness, and creating a system where homelessness is **rare, brief, and non-recurring.**

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The Unequal Effects of the Crisis

The scale of Ontario's homelessness crisis is compounded by the fact that its effects are not evenly felt. Certain populations face larger barriers and deeper inequities, leaving them disproportionately affected by the gaps in available resources.

INDIGENOUS PEOPLES

are disproportionately affected, representing nearly

45%

of people experiencing chronic homelessness in northern communities. Systemic racism, discrimination, intergenerational trauma, and colonial policies have created barriers to culturally safe and Indigenous-led housing solutions. Further, a lack of adequate housing on reserve, stemming from insufficient funding, increases housing instability among Indigenous Peoples and contributes to vastly disproportionate rates of chronic homelessness.

CHILDREN AND YOUTH

now account for nearly

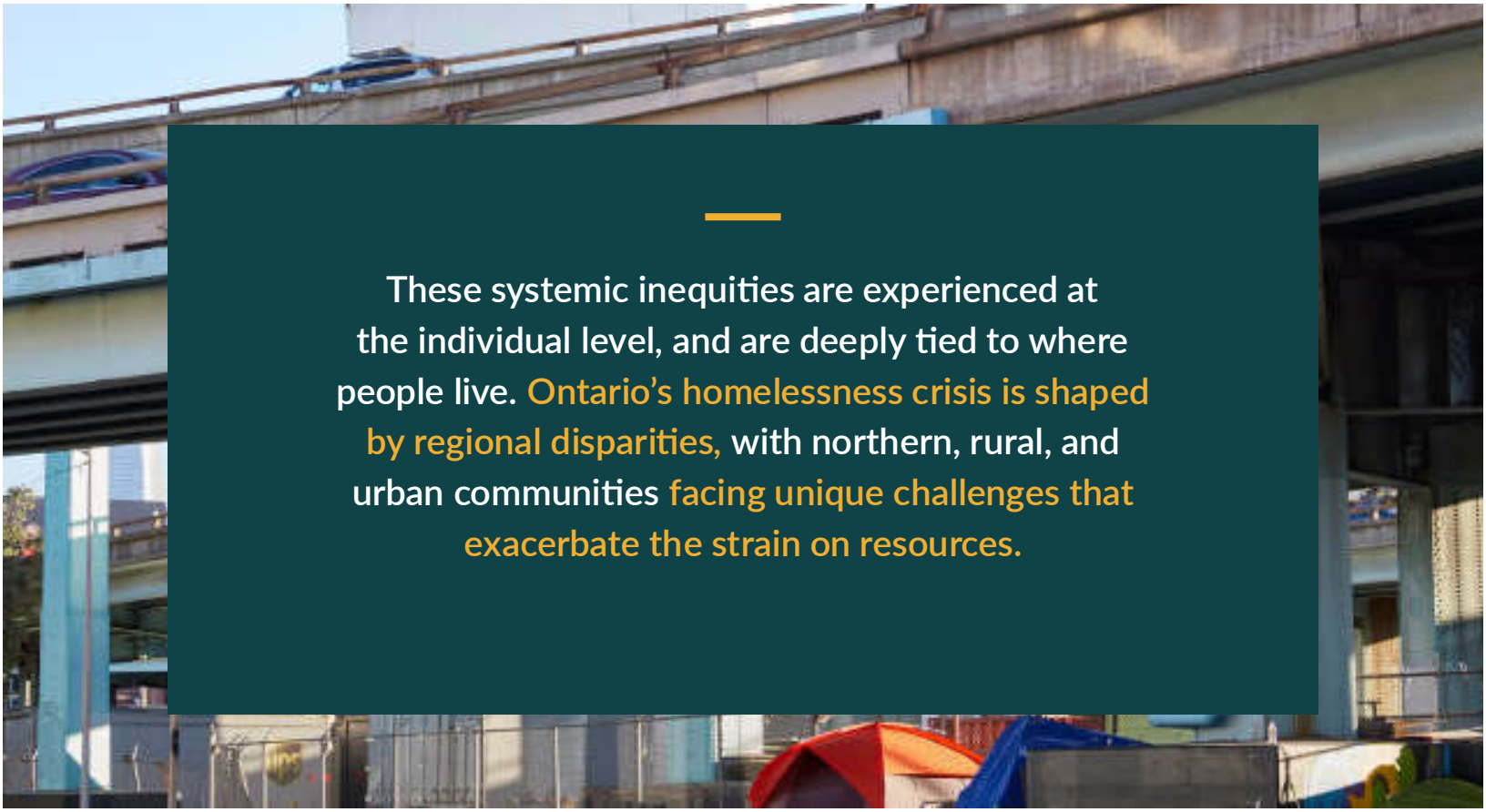
25%

of those experiencing chronic homelessness, with **children aged 0–15 representing 12%** and **youth aged 16–24 accounting for 11%**.

These figures highlight the growing vulnerability of young people and the systemic gaps in services to support them.

REFUGEES AND ASYLUM SEEKERS

have experienced a sixfold increase in chronic homelessness since 2020, underscoring the challenges posed by immigration policies that fail to provide adequate support for housing and integration.



These systemic inequities are experienced at the individual level, and are deeply tied to where people live. Ontario's homelessness crisis is shaped by regional disparities, with northern, rural, and urban communities facing unique challenges that exacerbate the strain on resources.

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In Northern Ontario, known homelessness has risen by an estimated **204% since 2016,** growing from **1,771 people to 5,377 people in 2024.**

By 2035, projections estimate that **known homelessness** in the north could climb to between

10,674 and 26,633 people,

depending on economic conditions. These figures highlight northern communities' acute vulnerabilities, which are driven by geographic isolation, limited infrastructure, and systemic inequities.

While Northern Ontario faces **steeper proportional increases, non-northern regions in Ontario are grappling with an estimated 46% increase in known homelessness** since 2016, rising from **52,032 to 76,140 people in 2024.** Homelessness in non-northern areas is projected to grow to between **117,448 and 267,633 people by 2035,** depending on economic conditions. Urban centres bear the brunt of this increase, serving as service hubs for surrounding areas and key inflow points for people seeking support due to significant infrastructure gaps elsewhere in the province.

Urban centres are also seeing an increasing number of **refugees and asylum seekers** entering the homelessness response system, requiring urgent investment in specialized programs to aid transitioning into stable housing.

Rural communities also face challenges. Smaller communities often lack shelters, transitional housing, or specialized support, forcing individuals and families to either travel long distances to service hubs or remain in precarious situations.

Several key drivers contribute to regional and urban disparities:

SHELTER CAPACITY AND AFFORDABLE HOUSING SHORTAGES

are widespread, but especially pronounced in Northern Ontario and rural areas elsewhere in the province, where geographic isolation and higher costs limit expansion.

SPECIALIZED SUPPORTS

for mental health, substance use, and complex needs are scarce in smaller communities, creating significant barriers to housing stability.

URBAN INFLOW PRESSURES,

driven by urban areas' dual role as service hubs and settlement locations for refugees and asylum seekers, increase the need for coordinated, community-specific solutions.

TRANSPORTATION BARRIERS

and limited public services in Northern Ontario and rural areas make accessing shelters, healthcare, and supports particularly challenging, which worsens housing instability.

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The growing pressures of Ontario's homelessness crisis are felt most acutely at the local level. Municipal governments are tasked with responding to immediate needs while trying to deal with infrastructure gaps that limit their ability to address long-term solutions. Communities are deeply affected, with individuals and families enduring the trauma of homelessness and neighbourhoods saying that long-term homelessness and people living outdoors are unacceptable, demanding urgent action from governments.

Based on data collection from service managers,

IN 2024 FUNDING FOR HOUSING AND HOMELESSNESS PROGRAMS IN ONTARIO WAS AN ESTIMATED $4.1 billion,

combining contributions from municipal, provincial, and federal governments. These funds support various services, including homelessness prevention, emergency shelters, transitional housing, supportive housing, and affordable housing.

Municipal contributions accounted for

51.5% **of the total reported funding across all three levels of government.**

WHILE THE DATA IN THIS REPORT AND FUNDING ANALYSIS INCLUDES EXPENDITURES REPORTED BY MUNICIPAL SERVICE MANAGERS, IT DOES NOT ACCOUNT FOR THE FULL SCOPE OF FUNDING DIRECTED TO HOMELESSNESS AND HOUSING IN ONTARIO, SUCH AS INVESTMENTS BY ONTARIO ABORIGINAL HOUSING SERVICES OR HOUSING PROVIDERS FUNDED THROUGH THE MINISTRY OF HEALTH.

NONETHELESS, THIS REFLECTS THE CRITICAL ROLE MUNICIPALITIES PLAY IN ADDRESSING HOMELESSNESS.

In housing, municipalities have increasingly stepped in to address mounting pressures, providing 65.6% of total estimated housing funding in 2024. Those contributions have been essential to maintaining services and meeting the urgent needs of people experiencing homelessness. However, the scale of the issue—and the infrastructure required to solve it—extends far beyond what municipalities alone can sustainably fund. Chronic homelessness—a flashing red signal for system strain—remains proportionally high and growing, highlighting the urgent need to create more spaces where individuals can successfully exit homelessness while also curbing and preventing the number of people experiencing homelessness in the future.

Without significant investment and coordination across all three levels of government, it will not be possible to scale up the infrastructure needed to create a system where homelessness is rare, brief, and non-recurring.

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An End to Chronic Homelessness

Ontario's homelessness crisis is significant, but it is not unresolvable. Chronic homelessness is a clear signal of an overburdened and misaligned system, but that can be addressed with bold and coordinated action. Ending chronic homelessness requires a focused, long-term investment that targets root causes, optimizes system capacity, and ensures that housing and supports meet the needs of Ontarians.

A 10-year scenario was modelled to explore what it would take to achieve **functional zero chronic homelessness.** The analysis determined that an **$11-billion investment over 10 years** would:

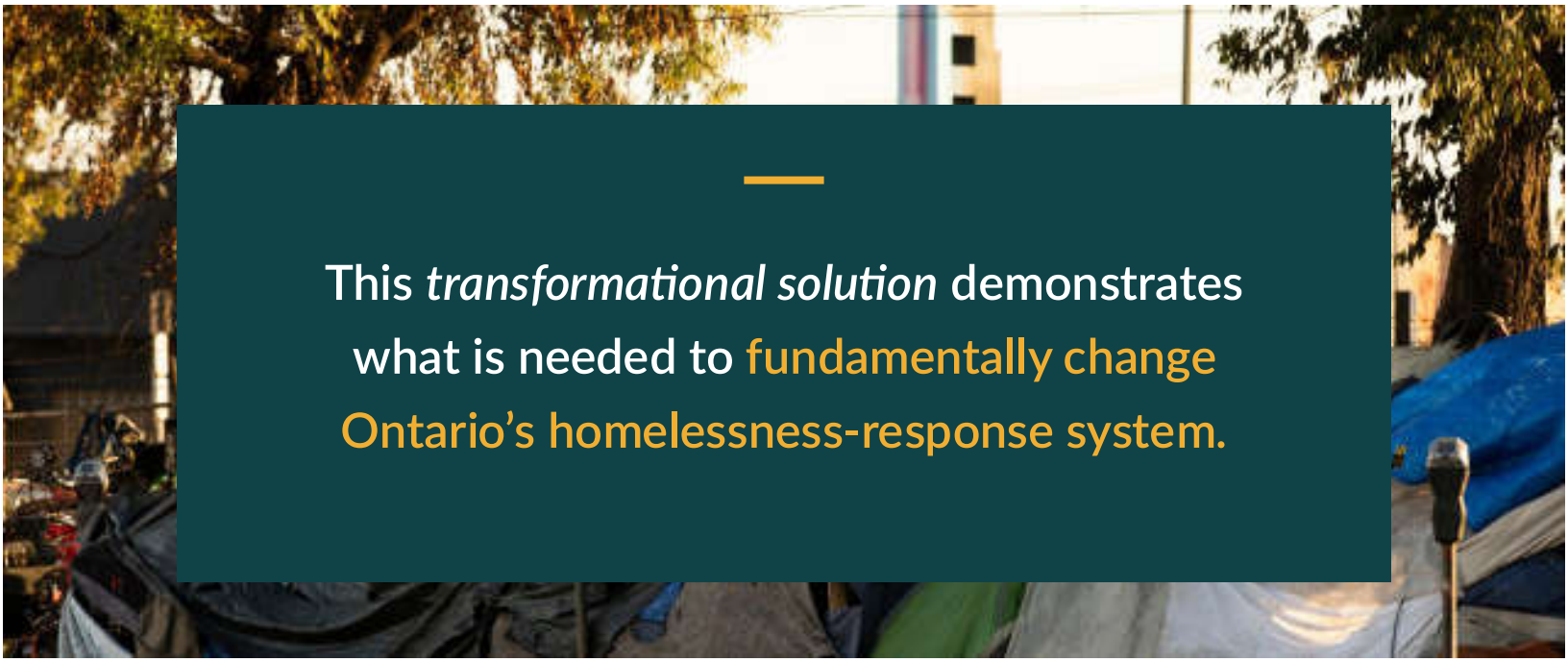
01 Create **75,050 new housing and support spaces,** ensuring the infrastructure exists to house people permanently.

02 Address systemic causes by focusing on **prevention, supportive housing, and sustainable exits** from homelessness.

03 Shift resources from crisis management to long-term stability, reducing reliance on emergency systems like shelters and hospitals.

04 Build healthier, more resilient communities by alleviating strain on municipalities and service providers.

05 Provide a foundation to optimize and improve outcomes across critical systems, including health, justice, immigration settlement, education, and financial support systems.



This *transformational solution* demonstrates what is needed to fundamentally change Ontario's homelessness-response system.

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Modelling Urgent Pressures

The most cost-effective and sustainable solution to homelessness is to end chronic homelessness and prevent people from becoming unhoused in the first place. Acknowledging that encampments are an urgent pressure point across Ontario, a scenario was designed to model what a **fixed $2-billion investment** could achieve toward preventing and resolving encampments.

In this model, $2.017 billion could provide:

5,700
new housing and support spaces

TO QUICKLY STABILIZE AND TRANSITION PEOPLE OUT OF ENCAMPMENTS.

SUPPORT FOR AN INITIAL

8,400 people to transition into housing, reducing visible pressures on communities and service systems.

Recognizing the unique challenges faced by Northern Ontario, it is suggested that up to

20% OF THESE INVESTMENTS

be allocated to address capacity gaps, issues created by geographic isolation, and the overrepresentation of Indigenous populations in homelessness.

While focusing solely on encampments misses the broader opportunity to sustainably address homelessness as a whole, this approach offers a housing-focused alternative that could swiftly house people experiencing homelessness in encampments. By investing strategically, it avoids the inefficiencies and missed opportunities of a reactive and temporary response to encampments.

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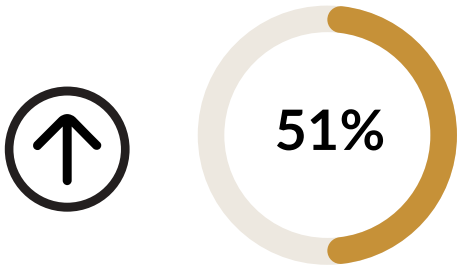
A Defining Moment for Ontario's Future

Known homelessness in Ontario has risen by an estimated 51% since 2016, with chronic homelessness tripling during that time.

Known Homelessness



If left unaddressed, these numbers could more than triple by 2035, **with as many as 294,266 people experiencing homelessness.** This would place increasing pressure on municipalities, public services, and communities across the province, exacerbating the current stress on local resources, and affecting overall community wellbeing.

A deepening homelessness crisis in Ontario is not inevitable. Systemic gaps can and must be addressed through targeted investments, coordinated responses, and a commitment to long-term solutions. The solution is to build a system where emergency shelters serve as temporary interventions, not long-term housing solutions. By focusing on prevention, affordable housing, and culturally safe, community-led approaches, Ontario can reduce the inflow of homelessness and create stable exits for those currently trapped in cycles of unstable housing.

The benefits of decisive action are clear:

STRONGER AND SAFER COMMUNITIES

Supported by stable housing and equitable systems of care.

IMPROVED QUALITY OF LIFE

With fewer individuals and families in crisis.

REDUCED COSTS

As emergency responses are replaced by sustainable, long-term solutions that alleviate pressures on municipalities and public systems.

ENHANCED LOCAL ECONOMIES

As stable housing fosters increased consumer activity, workforce participation, and community investment.

ONTARIO HAS AN OPPORTUNITY TO CREATE A FUTURE WHERE HOMELESSNESS IS RARE, BRIEF, AND NON-RECURRING. THIS REQUIRES BOLD, EVIDENCE-BASED DECISIONS AND COORDINATED ACTION ACROSS ALL LEVELS OF GOVERNMENT.

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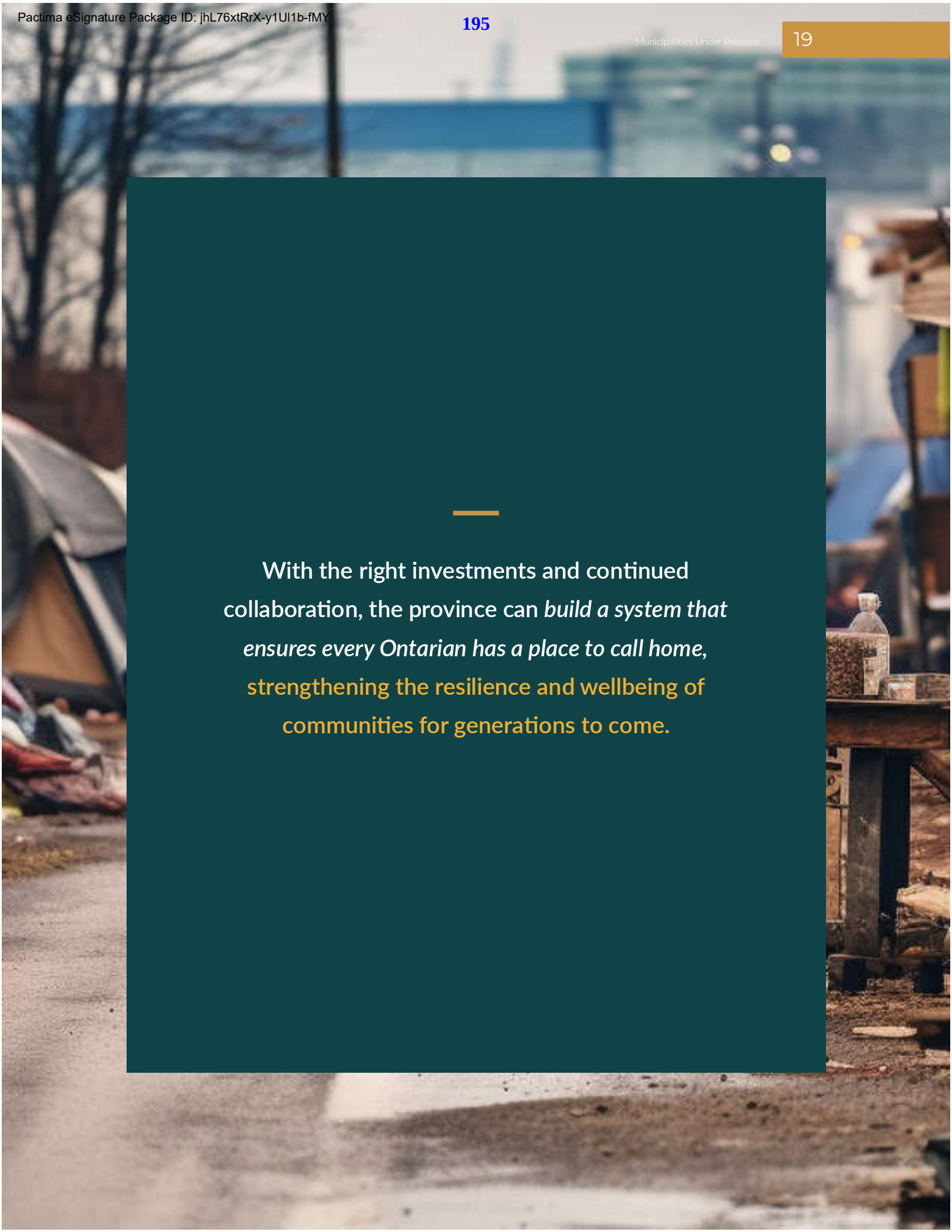

With the right investments and continued collaboration, the province can *build a system that ensures every Ontarian has a place to call home*, strengthening the resilience and wellbeing of communities for generations to come.

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Introduction

HOMELESSNESS IN ONTARIO IS A SYSTEMIC CRISIS THAT REQUIRES BOLD, COORDINATED ACTION TO ACHIEVE FUNCTIONAL ZERO—A STATE WHERE HOMELESSNESS IS RARE, BRIEF, AND NON-RECURRING.

This goal is ambitious. But it is achievable with evidence-driven solutions, alignment across jurisdictions, and investments that target the root causes of housing instability.

This report provides a comprehensive, province-wide analysis of homelessness, leveraging data from all 47 service managers. Developed in collaboration with the Association of Municipalities of Ontario (AMO), the Ontario Municipal Social Services Association (OMSSA), and the Northern Ontario Service Deliverers Association (NOSDA), the report offers an unprecedented examination of the scale, scope, and systemic changes required to effectively address homelessness in Ontario. The work is a testament to the significant progress in data collection and analysis capacity across the province, progress that has made it possible to undertake an exercise of this magnitude. The data provides a valuable and compelling picture of the homelessness landscape, but it is not without limitations, which are noted, as relevant, elsewhere in the report.

Impressive local successes and innovations driven by service managers cannot overcome a system that remains fundamentally misaligned because of the complex and diverse housing needs across Ontario.

HOWEVER, THIS REPORT ACKNOWLEDGES AND BUILDS ON THOSE LOCAL SUCCESSES TO MAKE THE CASE FOR ALIGNING EFFORTS, SCALING SOLUTIONS, AND TARGETING INVESTMENTS THAT CAN WORK AT A PROVINCIAL LEVEL.

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The report is organized around three core areas of inquiry. Each explores actionable solutions and critical gaps.

Part 1: A New Look at Housing and Homelessness in Ontario

- What is the current state of homelessness across Ontario?
- How do the experiences of homelessness vary across regions and populations?
- What capacity exists in Ontario's current housing and homelessness-serving systems?
- Where are the critical gaps in infrastructure and support?

Part 2: A 10-Year Perspective on Homelessness in Ontario

- How might homelessness evolve over the next decade?
- What factors will most influence future trends?
- What scenarios should communities prepare for?
- What are the risks of not taking action?

Part 3: Investing in Solutions

- What investments are needed to achieve functional zero in chronic homelessness?
- How can systems be better aligned to prevent and respond to homelessness?
- What specific actions will make the biggest difference?
- How can resources be allocated most effectively?

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Key Terms

Known Homelessness

Known homelessness refers to people known to the homelessness-serving system, through service provision or data collection and prioritization activities, such as a By-Name List (BNL), Point-in-Time (PiT) count, or other tools. This primarily includes people experiencing sheltered or unsheltered homelessness—those staying in emergency shelters, hotels, or unsheltered locations like tents or outdoor spaces. Occasionally, a small proportion of individuals experiencing hidden homelessness may also be included, depending on how service managers reported their data.

This term is used throughout the report and is **bolded for clarity.**

Service Managers: Entities responsible for planning, managing, and delivering local human services in Ontario. This includes both Consolidated Municipal Service Managers and District Social Services Administration Boards.

Consolidated Municipal Service Managers: Upper-tier (regional) and single-tier municipal governments across Ontario designated to manage social services, such as income support, child care, and social housing.

District Social Services Administration Boards: Boards established in areas of Northern Ontario where no upper-tier municipality exists, and responsible for delivering social services similar to Consolidated Municipal Service Managers.

Northern/Non-Northern: For the purposes of this project, northern communities include all District Social Services Administration Boards and the City of Greater Sudbury, a Consolidated Municipal Service Manager. Non-northern communities include all other Consolidated Municipal Service Managers across Ontario.

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By-Name List: A real-time, up-to-date record of all people experiencing homelessness in a community. Each entry includes personal details—such as name, history of homelessness, health status, and housing needs—collected and shared with the person's consent.

PiT Counts: A snapshot of people experiencing homelessness in a community on a single night, including those in shelters and sleeping outdoors and, in some cases, people experiencing hidden homelessness (temporarily staying with others).

Chronic Homelessness: The national definition of chronic homelessness covers experiences of homelessness in both sheltered and unsheltered areas, as well as experiences of hidden homelessness. This refers to people who are currently experiencing homelessness and meet at least one of the following criteria:

- They have experienced homelessness for a total of at least six months (180 days) over the past year, or
- They have recurrent experiences of homelessness over the past three years, with a cumulative duration of at least 18 months (546 days).

Hidden Homelessness: People without permanent housing who temporarily stay with friends, family, or in other informal arrangements, often referred to as 'couch-surfing.'

Acuity: The level of complexity of a person's needs and challenges, often used to determine the intensity of support services required. High acuity indicates complex, ongoing needs requiring intensive support.

Functional Zero: A state where homelessness is rare, brief, and non-recurring. Achieving functional zero means that the number of people experiencing homelessness at any time does not exceed the community's capacity to ensure they are quickly rehoused.

Positive Exit: A sustainable and permanent transition of someone out of homelessness into stable housing that meets individual or family needs.

Negative Exit: When someone returns to homelessness after a housing placement or leaves a program without achieving stable housing.

Emergency Shelter: Short-term accommodations designed to provide immediate, temporary refuge for people experiencing homelessness. Emergency shelters often offer basic services, such as meals, hygiene facilities, and referrals to other housing and support programs, but are not intended as long-term solutions to homelessness.

Transitional Housing: Temporary, time-limited housing with support services intended to help people transition toward permanent housing. However, there is no standardized definition across jurisdictions. Some models resemble permanent housing with formal leases, while others impose stricter timelines and program requirements, with varying levels of support.

Supportive Housing: Housing paired with individualized support services, such as case management, mental-health care, and substance-use supports, typically designed to serve people with more complex challenges. However, supportive housing operates across a wide range of models in both policy and practice, with differences in tenancy arrangements, support intensity, and the acuity levels of the populations served. Some supportive housing units are delivered through the housing and homelessness system, while others are funded and managed within health systems, such as programs overseen by the Ministry of Health. **In this report, all references to supportive housing refer specifically to units operated through the housing and homelessness system.**

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Methodology

THIS PROJECT USED AN INNOVATIVE, THREE-PART METHODOLOGY TO ANALYZE AND PROJECT HOMELESSNESS TRENDS ACROSS ONTARIO.

Designed to address a challenge of this scale, the methodology represents one of the most comprehensive efforts of its kind in the province. The data-collection process was extensive, but not without limitations. However, the results provide a robust foundation for understanding homelessness today and planning how to address it now and into the future.

Part 1: A New Look at Housing and Homelessness in Ontario

Focused on collecting and standardizing data from service managers, to capture the scale and scope of homelessness and available supports across Ontario.

Part 2: A 10-Year Perspective on Homelessness in Ontario

Used the standardized data from Part 1 to project homelessness trends through 2035, examining how socioeconomic factors influence future outcomes under different scenarios.

Part 3: Investing in Solutions

Used the outputs from Part 2 to estimate future space and resource requirements, identifying gaps between current system capacity and anticipated needs.

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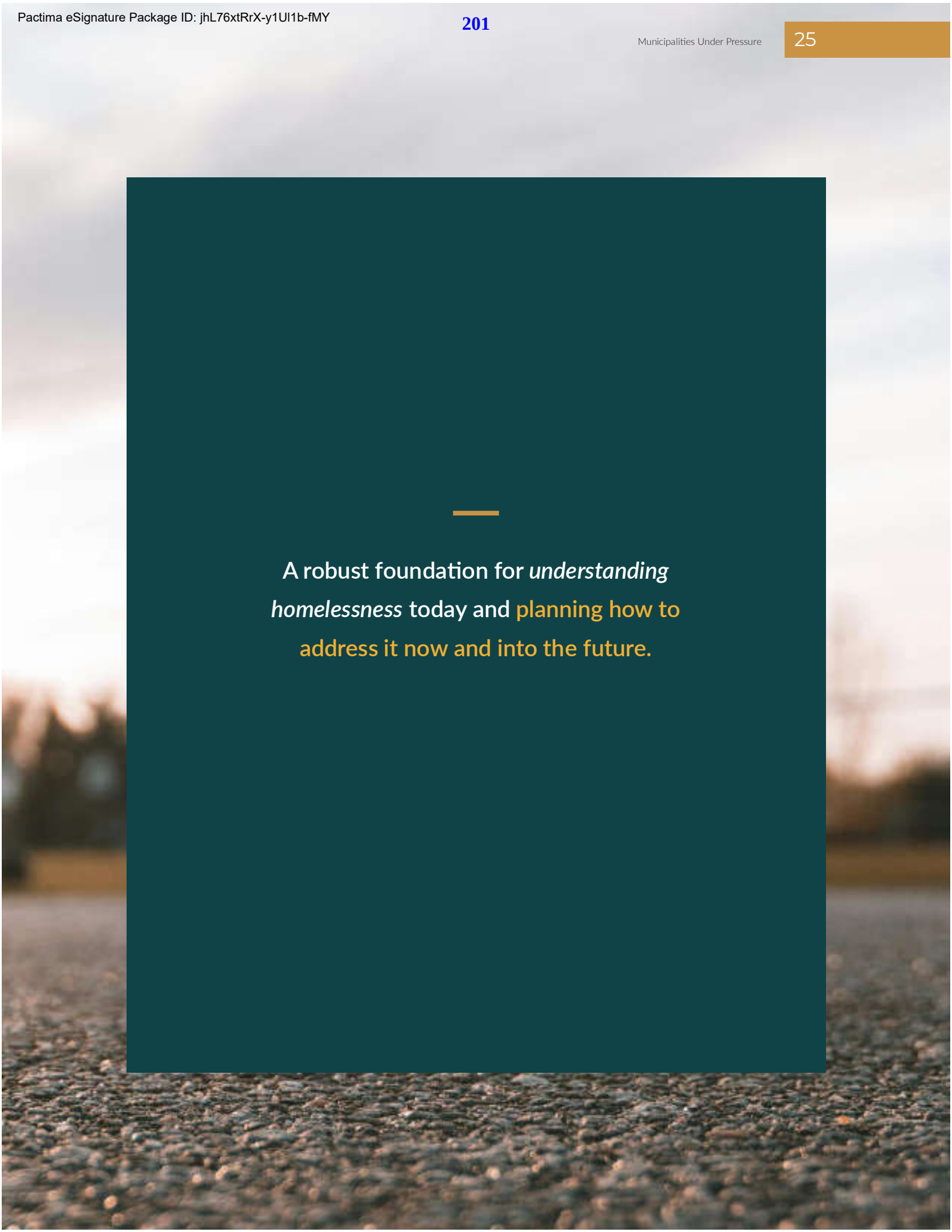

A robust foundation for *understanding homelessness* today and planning how to address it now and into the future.

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Part 1:
A New Look at Housing and Homelessness in Ontario

THE FIRST PHASE OF THE PROJECT FOCUSED ON COLLECTING AND STANDARDIZING DATA FROM 47 SERVICE MANAGERS ACROSS ONTARIO, IN ORDER TO UNDERSTAND THE CURRENT STATE OF HOMELESSNESS AND AVAILABLE SUPPORTS. WITH ALL SERVICE MANAGERS PARTICIPATING, THE DATASET REPRESENTS AN IMPORTANT AND RELIABLE FOUNDATION.

Primary data was collected using a standardized template, which captured information about By-Name Lists, emergency shelter occupancy, Point-in-Time (PiT) counts, and program performance metrics. Communities with limited resources or incomplete records were encouraged to provide estimates to ensure broad representation. Secondary sources, such as historical reports and public datasets, like Statistics Canada's Shelter Capacity reports, supplemented the primary data, particularly in northern areas.

To improve comparisons across regions, the data was standardized. Information provided in different formats was converted into annualized figures, and key definitions, such as chronic homelessness and housing capacity, were also standardized to align with provincial and federal definitions. Where gaps persisted, statistical methods like linear regression and trend analysis were applied to estimate missing values. However, differences in reporting practices across departments—for example, housing, financial, and performance units—meant that perfect consistency was not achievable.

The standardized template and general reporting categories helped ensure participation by all service managers. However, the complexities and nuances of local systems may not have been fully captured by these tools. Differences in reporting practices across regions added further variability, particularly in rural and northern areas, where service coverage is often limited. Additionally, historical data gaps and disruptions caused by the COVID-19 pandemic affected the completeness and consistency of the dataset. As always, undercounting remains a concern, as no region can fully capture the entire population of those experiencing homelessness.

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Hidden Homelessness

HIDDEN HOMELESSNESS REFERS TO INDIVIDUALS STAYING IN INFORMAL OR TEMPORARY ACCOMMODATIONS, SUCH AS COUCH-SURFING OR STAYING WITH FRIENDS OR FAMILY, WITHOUT FORMAL SUPPORT.

While some people experiencing hidden homelessness may be included in this dataset—typically they are those known to the system through a By-Name List (BNL) or other service interactions—the data does not come close to capturing the full scope of hidden homelessness. This project was not designed to identify those who remain entirely outside the reach of formal systems.

As a result, the dataset reflects only a fraction of those living in such precarious circumstances.

This limitation highlights the need for further research to determine the extent and characteristics of hidden homelessness, particularly for people who are not engaged with services or documented in existing systems.

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Part 2:
A 10-Year Perspective on Homelessness in Ontario

THE SECOND PHASE OF THE PROJECT USED STATISTICAL MODELLING TO PROJECT FUTURE HOMELESSNESS TRENDS IN ONTARIO THROUGH 2035. THIS ANALYSIS AIMED TO IDENTIFY HOW SOCIOECONOMIC FACTORS, SUCH AS UNEMPLOYMENT, INCOME, AND HOUSING AFFORDABILITY, INFLUENCE HOMELESSNESS OVER TIME. THE RESULTS PROVIDE INSIGHTS INTO HOW DIFFERENT FUTURE CONDITIONS MIGHT SHAPE THE SCALE OF HOMELESSNESS ACROSS THE PROVINCE.

The model relied on the standardized data from Part 1, combined with additional socioeconomic data, including Census data (2016 and 2021), CMHC Core Housing Needs data, and other public datasets. These inputs included population growth, unemployment rates, median household income, and the prevalence of households with core housing needs. Together, these factors created a picture of how economic and social changes might affect homelessness.

The model used multiple linear regression to project homelessness trends, a statistical method that found relationships between homelessness and key factors like income or unemployment.

By analyzing these relationships, the model estimated future homelessness levels under three scenarios: economic steady, economic upturn, and economic downturn. These scenarios explored how changes in socioeconomic conditions, such as job growth or housing affordability, might affect the number of people experiencing homelessness.

WHILE THE PROJECTIONS PROVIDE VALUABLE INSIGHTS, THEY ALSO HAVE LIMITATIONS.

The model assumes that relationships between income and homelessness remain consistent over time, which may not account for unexpected changes, such as policy shifts or economic shocks.

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Part 3:
Investing in Solutions

THE THIRD PHASE OF THIS PROJECT FOCUSED ON ESTIMATING FUTURE SPACE AND RESOURCE REQUIREMENTS FOR HOMELESSNESS PROGRAMS ACROSS ONTARIO. BUILDING ON THE PROJECTIONS DEVELOPED IN PART 2, THIS PHASE TRANSLATED THE ANTICIPATED TRENDS IN HOMELESSNESS INTO PRACTICAL ESTIMATES OF CAPACITY NEEDS, TO IDENTIFY GAPS IN THE SYSTEM AND HIGHLIGHT AREAS FOR INTERVENTION.

Scenario modelling, using data from Part 1, which includes information on homelessness and housing supports, was created to inform those estimates. Factors considered included the presumed distribution of needs for those experiencing chronic homelessness, particularly in the context of acuity; the percentage of successful housing placements; the proportion of placements resulting in negative exits (that is, returning to homelessness); and average costs reported by service managers. The modelling emphasized interventions designed to prevent inflow into homelessness and to facilitate positive exits, such as permanent housing, recognizing that shelters are not long-term solutions.

The analysis has important limitations.

First, the reported capacity reflects service managers' understanding of the homelessness-serving system in their regions. For large and complex systems, there may be underreporting of capacities or gaps in considering the full scope of available resources. However, thanks to strong participation by service managers across Ontario, the dataset still provides a strong foundation for analysis and planning purposes.

Second, homelessness is a multi-system failure that requires well-functioning social infrastructure in several areas to prevent and respond effectively. While the modelling discussed in this report focused on key homelessness and housing supports necessary to increase positive exits from homelessness, broader supports are critical to address root causes and sustain long-term stability. These include mental-health treatment, substance-use services, employment and job training programs, family reunification, income supports, and life-skills development.

As important as the above supports are, addressing homelessness also requires adequate housing options. This modelling emphasizes the importance of focusing on housing and prevention as the foundation for a system capable of ending homelessness.

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Interpreting the Data

Each part of this project is complex and interconnected, with its own methodology, limitations, and definitions. To support transparency and help readers interpret the findings, several tools are provided throughout the report:

- Each subsection includes a methodology and limitations section. These sections explain the approach taken, highlight any gaps, and provide tips on how to read and understand the data. They are designed to be accessible to all audiences.
- For those seeking more detailed explanations, additional technical notes are included in the appendix.
- In Part 1, tables are included below most charts. These tables show how many service managers reported data for a specific year or measure and the percentage of the population they represent. The data shown in these tables reflects submission rates prior to any adjustments and helps provide context about the level of data completion.

Example

	2016	2017	2018	2019	2020	2021	2022	2023	2024
SM Count	11	10	24	20	24	37	46	47	47
Population %	13%	12%	54%	63%	73%	85%	96%	100%	100%

Table xx: Submittion rate for Figure 1: Number of People Experiencing Homelessness in Northern and Non-Northern Communities, Ontario, 2016–2024

For some measures, adjusted data is presented, where gaps were addressed using additional desk research or reliable statistical estimates to provide a more complete picture. For other measures, unadjusted data is shown, reflecting the numbers exactly as reported. Adjustments were made only when it could be done responsibly, and publicly available information aligned with collected sources.

Throughout Part 1, this legend will help you distinguish between the two.

Adjusted
Missing values have been filled using additional research or statistical methods.

Unadjusted
Figures are presented as reported, without adjustments for missing values.

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Chronic Homelessness is a Warning Sign

OUR ALREADY UNACCEPTABLE HOUSING PROBLEM IS ON A TRAJECTORY TO GET WORSE

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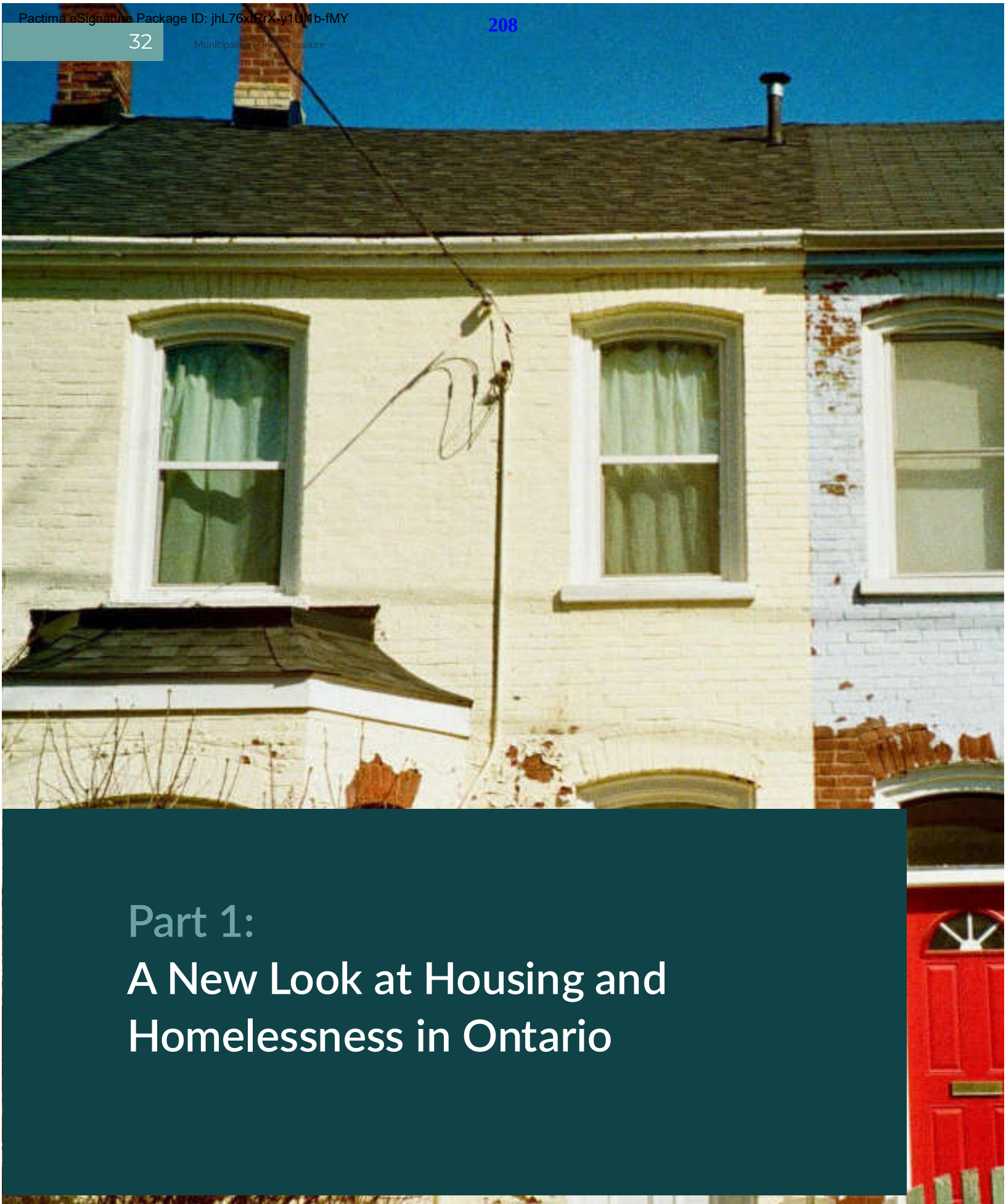

Part 1:
A New Look at Housing and Homelessness in Ontario

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Part 1 reflects the significant efforts of Ontario's 47 service managers, all of whom participated in this first-of-its-kind data-collection effort. This work offers unprecedented insights into the scale, scope, and regional variations in homelessness, sector capacity, expenditures, and more. While no data-collection effort can capture every aspect of the homelessness-serving system or all the sectors involved in working to prevent and end homelessness, this report represents an innovative and promising step forward in understanding and addressing the issue.

1.1 People Experiencing Homelessness

OVER THE PAST DECADE, SIGNIFICANT EFFORTS HAVE BEEN MADE TO ENUMERATE HOMELESSNESS, IMPROVE DATA COLLECTION, AND ENABLE EVIDENCE-BASED DECISION-MAKING.

These efforts aim to define the scope of homelessness, clarify its effects on individuals, families, and communities, and hold systems accountable for change. But quantifying homelessness remains incredibly challenging. Conflicting data systems, inconsistent definitions, and the fluid nature of homelessness create major barriers to developing a consistent estimate of the true extent of homelessness in Ontario.

This report represents the first effort to aggregate and standardize data across all service managers in Ontario, providing a provincial estimate of annual homelessness. The findings below illustrate the scope of the crisis: homelessness in Ontario has grown by more than 50% in eight years, with the annual number of people experiencing homelessness rising to an estimated 81,515 in 2024.

Like any large-scale enumeration effort, this analysis has limitations, as outlined in the data section below. However, the rigour of this analysis and the trends it uncovers reveal an escalating crisis. But it is a crisis that can realistically be solved.

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Methods and Limitations

To ensure a consistent and comparable picture of homelessness across Ontario, we standardized data from 47 service managers. By applying data standardization techniques, we aligned information from varied sources, including By-Name Lists, emergency shelter records, Point-in-Time (PiT) counts, Period Prevalence Counts (PPCs) and other reports, into a single cohesive dataset.

Key limitations of the methodology are described below.

01 **Regional Variability and Data Quality:** Data quality varies significantly across regions due to differences in local resources, reporting practices, definitions, and tracking systems. Older data, particularly from 2016 to 2020, was often incomplete or inconsistent, leading to gaps in confirming homelessness trends during those years.

02 **Exclusions:** These estimates capture only people known to the system through service use, enumeration efforts, or consent to be included on a By-Name List in areas covered by service managers. They exclude people experiencing hidden homelessness (e.g., staying with friends or family) and people in institutional settings (e.g., hospitals, correctional facilities, and provincially operated shelters like Violence Against Women shelters).

03 **On-Reserve/Off-Reserve Enumeration:** Estimates are limited to data from service managers and primarily including people who have accessed services, consented to be included on By-Name Lists, or were captured in research efforts and reporting. This approach is inadequate for enumerating homelessness among First Nations people living on reserve if they have not accessed services or become known to the system within a reporting year. The high representation of Indigenous people among those experiencing homelessness highlights the enduring effects of colonialism, systemic inequities, historical displacement, and a lack of appropriate funding. This issue is discussed further in **Section 1.3: Chronic Homelessness**.

04 **COVID-19 Effects:** Data-collection efforts and reporting practices changed substantially before and after the onset of the COVID-19 pandemic, complicating year-over-year comparisons and making it more difficult to identify trends over time.

05 **Undercount:** The above reasons, along with other factors like hidden homelessness that make homelessness enumeration challenging locally and difficult to aggregate regionally or provincially, means the data represents an almost-certain undercounting of homelessness in Ontario.

More information on the methodology for calculating the number of people experiencing homelessness can be found in the Technical Notes section.

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Interpreting this Section

Annual Estimates vs. Point-in-Time Counts

The data in this section reflects annual estimates, which account for the fluid nature of homelessness. Unlike PiT counts, which capture a snapshot of homelessness on a single day, annual estimates account for people moving in and out of housing instability throughout the year.

Regional Definitions

For this analysis, northern communities are defined as those served by District Social Services Administration Boards, including:

- Algoma
- Cochrane
- Kenora
- Manitoulin-Sudbury
- Nipissing
- Parry Sound
- Rainy River
- Sault Ste. Marie
- Thunder Bay
- Timiskaming

The City of Greater Sudbury, a Consolidated Municipal Service Manager, is also included in the northern region. These definitions provide a consistent framework for analyzing geographic trends in homelessness.

Service Area Classifications

Service areas were classified by service managers based on unique regional characteristics. They self-identified as one of the following:

- Mostly urban
- Mostly rural
- Rural/urban mix

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Findings

Homelessness in Ontario has grown by over 50% in eight years, with an estimated 12% increase since 2023

Between 2016 and 2024, the estimated number of people experiencing **known homelessness** rose from 53,930 to 81,515—a 51% increase. From 2023 to 2024, **known homelessness** increased by an estimated 12%.

This growth arises from a complex interplay of systemic and structural challenges, many of which predate the current crisis by decades.[1] Homelessness reflects broader societal inequities, and manifests through economic conditions, socioeconomic factors, population size, and demographic changes. The availability and affordability of housing, alongside support for health and mental health, substance use treatment, and income security, all influence vulnerability to homelessness. Policy decisions at municipal, provincial, and federal levels directly affect the scope and effectiveness of responses, while the capacity of support systems and patterns of resource allocation further affect these fundamental issues.

The current human toll of homelessness is undeniable and demands urgent action. With more than 81,515 people experiencing homelessness in Ontario in 2024, there are many thousands of disrupted lives and fractured families.

Figure 1: Estimated Number of People Experiencing Homelessness in Northern and Non-Northern Communities, Ontario, 2016–2024

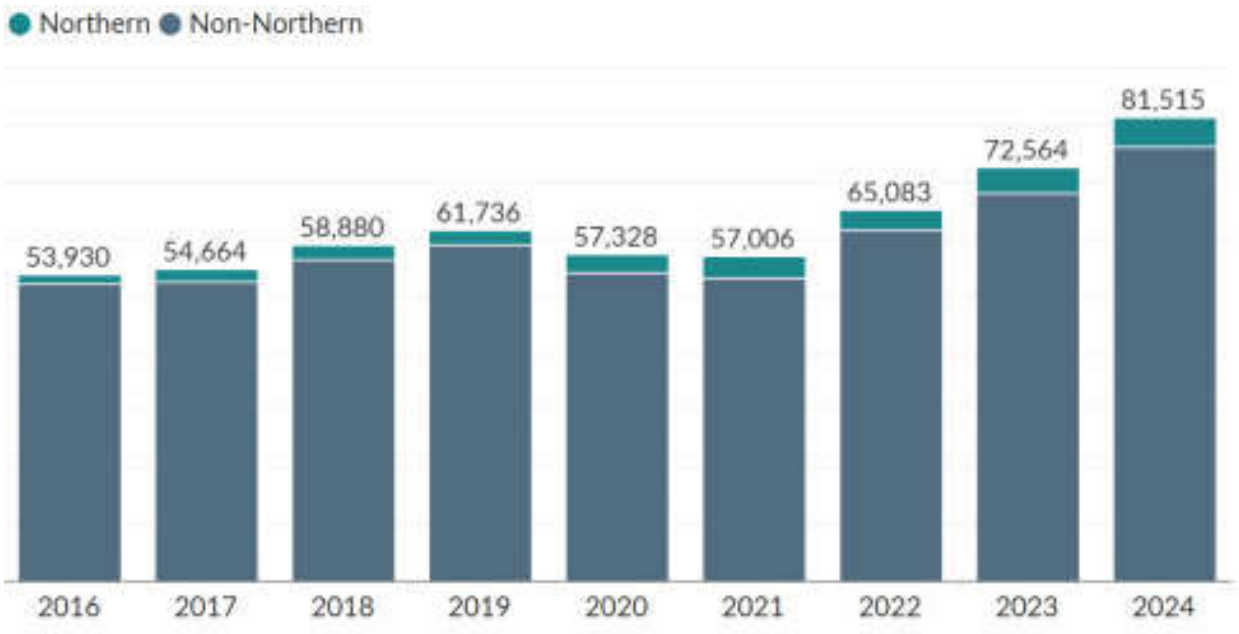

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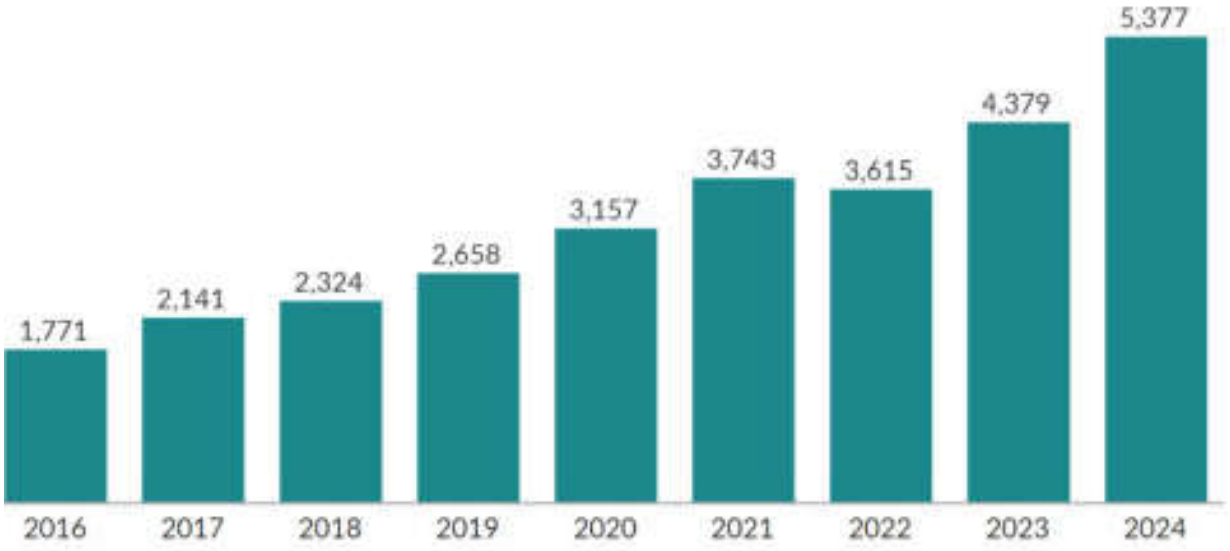
Table 1: Service Manager (SM) Response Rates for Number of People Experiencing Homelessness in Northern and Non-Northern Communities, Ontario, 2016–2024

	2016	2017	2018	2019	2020	2021	2022	2023	2024
SM Count	11	10	24	20	24	37	46	47	47
Population %	13%	12%	54%	63%	73%	85%	96%	100%	100%

Homelessness in Northern Ontario has grown four times faster than in non-northern communities

When isolating data from northern communities, a more pronounced increase emerges. An estimated 5,377 people experienced **known homelessness** annually in 2024—nearly triple the 1,771 recorded in 2016. This represents a 204% rise over eight years, outpacing the growth in non-northern areas.

Figure 2: Estimated Number of People Experiencing Homelessness in Northern Communities, Ontario, 2016–2024



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Missing values have been filled using additional research or statistical methods.

Table 2: Service Manager (SM) Submission Rates for Number of People Experiencing Homelessness in Northern Communities, Ontario, 2016–2024

	2016	2017	2018	2019	2020	2021	2022	2023	2024
SM Count	2	3	6	3	5	8	11	11	11
Population %	10%	12%	37%	12%	37%	53%	100%	100%	100%

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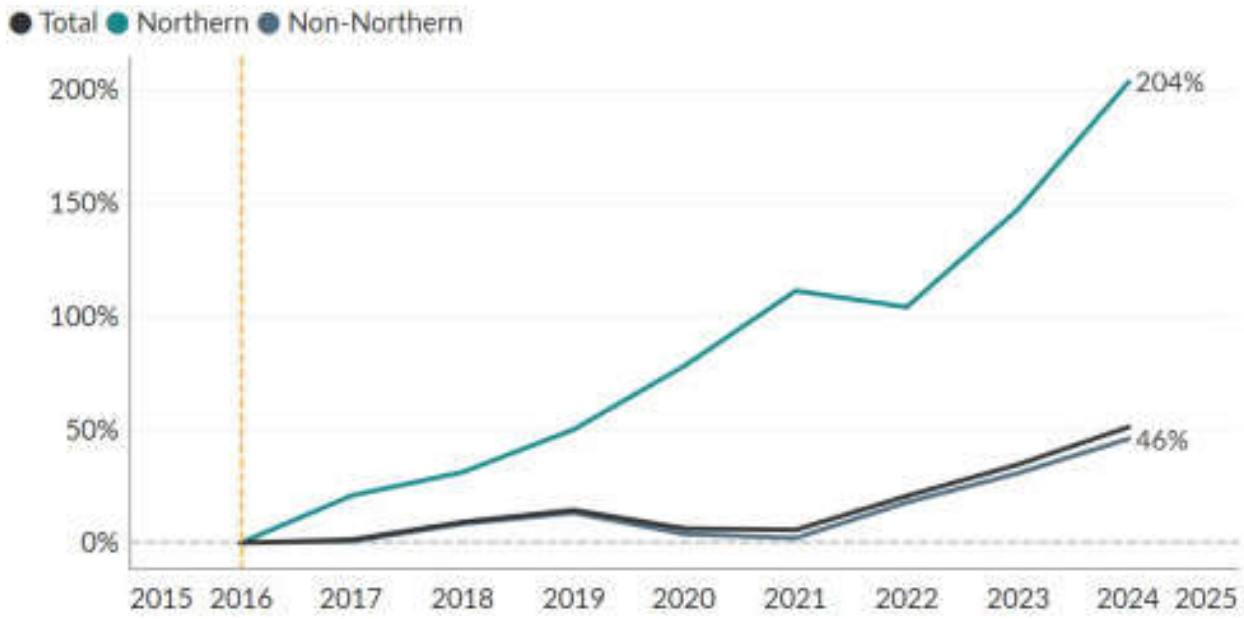
While northern regions account for a smaller share of Ontario's overall population, the scale of the north's proportion of homelessness represents a deepening crisis in the north. Unique challenges, such as limited access to critical supports, geographic isolation, fewer housing options, and an inadequate transportation infrastructure, have exacerbated the issue.

Improved social infrastructure in recent years has led to better data collection and more people interacting with the system, and may have brought hidden homelessness to light. So some of the increase in homelessness in the north may be a matter of more accurate enumeration. However, it is more likely that the change reflects an actual rise in homelessness in Northern Ontario.

Figure 3: Percent Change in People Experiencing Homelessness from 2016 by Region, Ontario, 2016–2024



Rural homelessness is increasing at a faster rate than urban homelessness

In 2024, it is estimated that 4,245 people experience **known homelessness** annually in rural areas. While most estimates of homelessness represent an undercount, this is particularly true in rural areas. Factors such as fewer available services, vast geographic areas, and migration to urban centres to receive services contribute to the prevalence of hidden homelessness, making it difficult to capture the full extent of rural homelessness.

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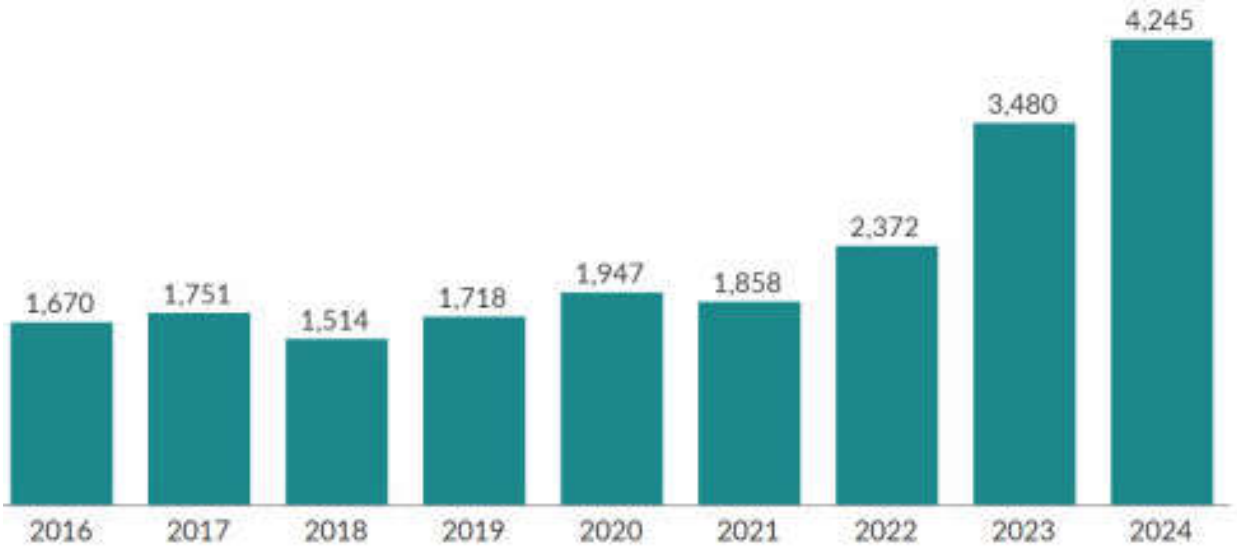
Figure 4: Estimated Number of People Experiencing Homelessness in Mostly Rural Communities, Ontario, 2016–2024



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Missing values have been filled using additional research or statistical methods.

Table 3: Service Manager (SM) Submission Rates for Number of People Experiencing Homelessness in Mostly Rural Communities, Ontario, 2016–2024

	2016	2017	2018	2019	2020	2021	2022	2023	2024
SM Count	7	7	11	8	8	12	15	15	15
Population %	54%	48%	76%	55%	58%	81%	100%	100%	100%

The data shows that **known homelessness** in mostly rural areas has grown by 154% since 2016, outpacing the 104% increase in mixed rural-urban regions and the 11% increase in mostly urban areas, even when excluding estimates of hidden homelessness.

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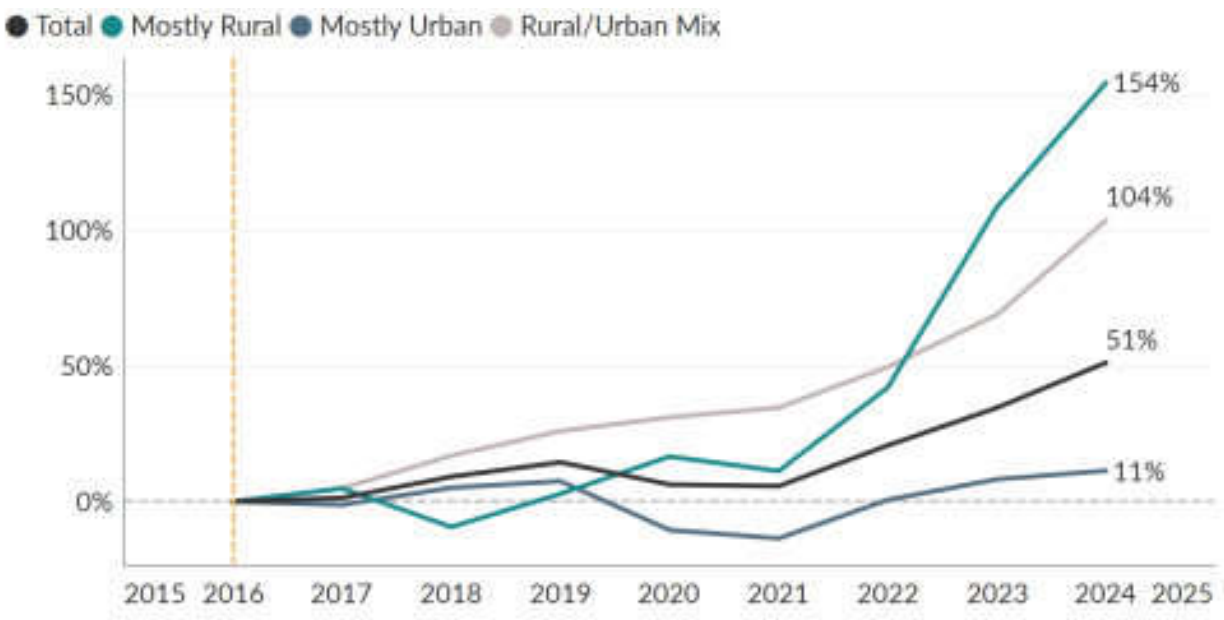
Figure 5: Percent Change in People Experiencing Homelessness from 2016, Mostly Rural, Rural/Urban Mix, and Mostly Urban Communities, Ontario, 2016–2024



1.2: Indications of Housing Instability

TO END CHRONIC HOMELESSNESS, AS DEFINED BY FUNCTIONAL ZERO, ONTARIO'S HOUSING SYSTEM MUST FOCUS NOT ONLY ON PROVIDING TEMPORARY LANDING SPACES AND FACILITATING SUCCESSFUL EXITS, BUT ALSO ON REDUCING THE INFLOW OF PEOPLE ENTERING HOMELESSNESS.

Prevention is one of the most cost-effective and ethically sound strategies to achieve this goal. By stabilizing households before they reach a crisis point, prevention reduces the financial and human costs of homelessness while strengthening the overall system.

The data on community housing waitlists highlights the scale of housing instability and offers insight into the potential inflow into homelessness. In 2024, 268,241 households were on Ontario's waitlist for rent-geared-to-income (RGI) housing, a figure that includes a wide range of housing statuses, from those housed but at risk, to those who are precariously housed, to those already experiencing homelessness. With wait times now averaging nearly five years and stretching up to two decades in some situations, the waitlist reflects a system under immense strain. Census data and broader indicators of core housing need reinforce those findings, showing that affordability challenges and inadequate housing supply are widespread across the province.

As homelessness is projected to rise, as outlined in **Part 2: A 10-Year Perspective on Homelessness in Ontario,** the inflow into homelessness will also rise, unless there is targeted action, compounding existing challenges and escalating costs across the system. Community housing waitlists are more than indicators of demand—they also highlight a critical opportunity to intervene before more people fall into homelessness.

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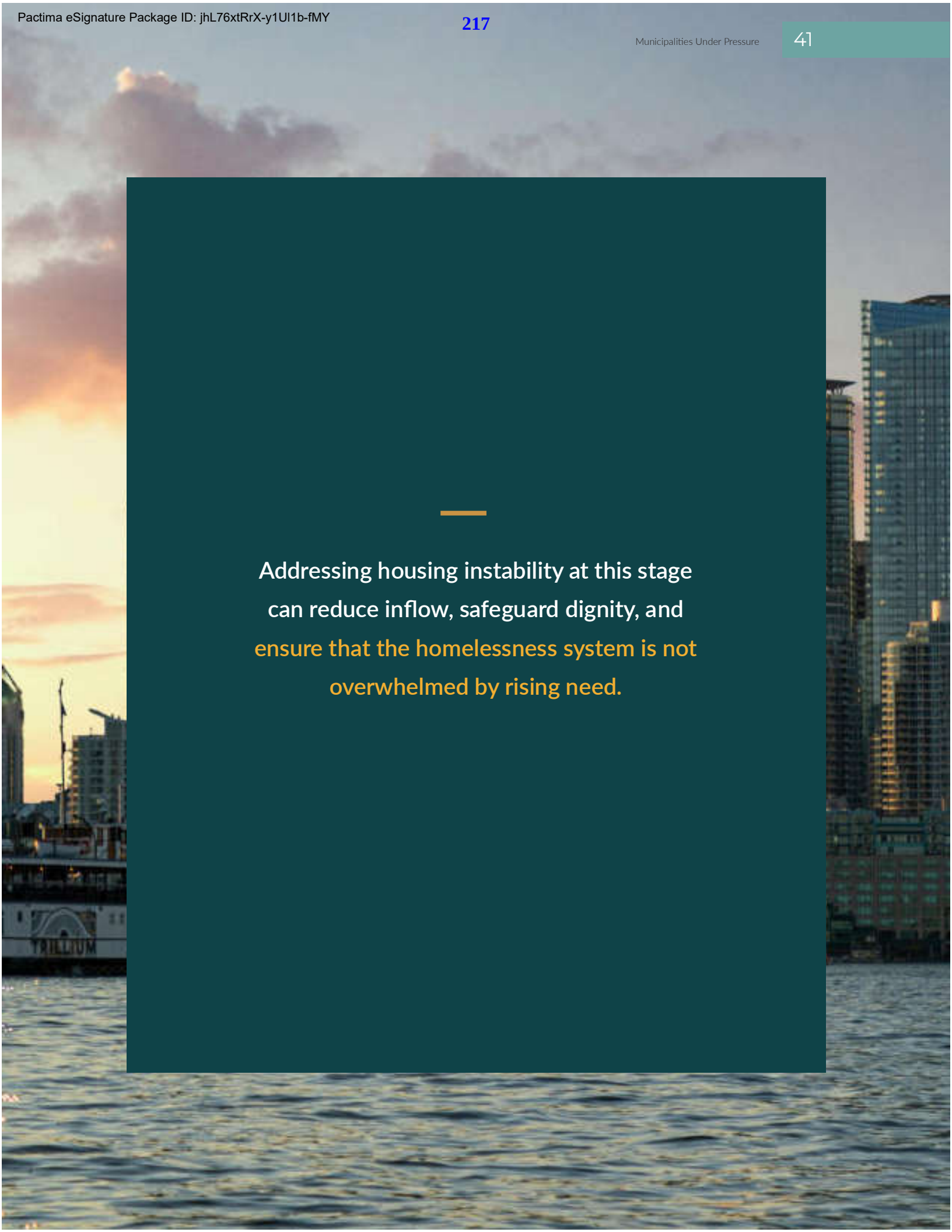

Addressing housing instability at this stage can reduce inflow, safeguard dignity, and ensure that the homelessness system is not overwhelmed by rising need.

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Methods and Limitations

Data on community housing waitlists was collected from 43 service managers for 2024. For the remaining four service managers, data from 2023 was used to estimate their 2024 numbers, applying the observed average year-over-year increase among service managers that provided data for both years. This ensured a consistent approach to estimating the total waitlist figures.

Key limitations of the methodology are described below.:

01

Exclusions and Backlogs: Waitlist figures do not capture all households seeking community housing. Application backlogs, eligibility restrictions, and other administrative barriers mean that some households in need may not appear on official waitlists, leading to an underrepresentation of actual demand.

02

Wait Time Estimations: Average wait times were calculated based on data from service managers reporting for 2024 and supplemented by data from the end of 2023 where available. Year-over-year increases were applied to estimate the average wait time for 2024, which introduces assumptions that may not account for all regional differences or changes in waitlist dynamics.

Further methodological details can be found in the Technical Notes section.

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Interpreting this Section

Rent-Geared-to-Income (RGI) Housing

Rent-geared-to-income (RGI) housing is a form of subsidized housing designed to make rental accommodations affordable for low-income households. Tenants in RGI units typically pay 30% of their gross monthly income toward rent, with the remaining cost subsidized by government funding.

Understanding Housing and Homelessness Metrics

Homelessness and housing instability are interconnected but distinct conditions. Homelessness refers to the lack of a stable and adequate nighttime residence, while housing instability encompasses a broader range of challenges, such as unaffordable rent, overcrowding, or frequently moving. These designations are not mutually exclusive. People experiencing homelessness may appear on housing waitlists, and those in unstable housing may be at risk of homelessness.

It is important not to combine homelessness estimates with housing waitlist figures when calculating the total number of people in need. This approach risks double-counting and misrepresents the scale and complexity of housing challenges.

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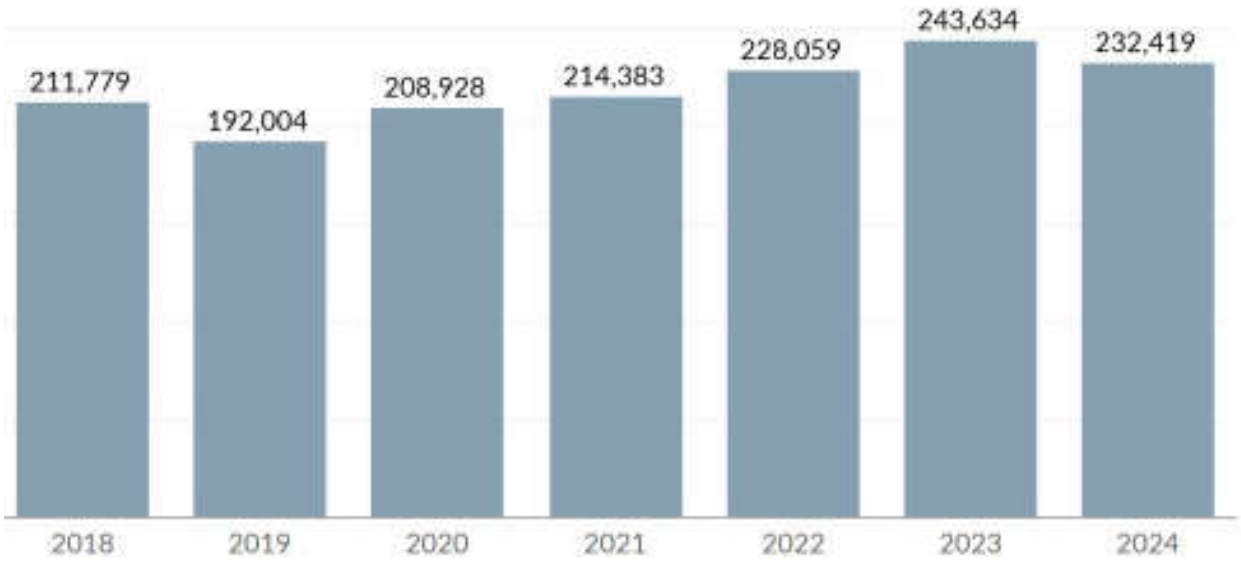
Findings

Up to 1 in 20 households on the waitlist for community housing

In 2024, Ontario's reported waitlist for rent-geared-to-income (RGI) housing included 232,419 households, based on data collected from service managers. As noted in the methodology, data gaps were addressed through standardization, where missing values were filled using additional research and reliable estimates.

The estimated total number of households on the waitlist is 268,241, reflecting a broad spectrum of housing instability. This includes those experiencing homelessness, those precariously housed, and those at risk of losing housing. The average wait time for RGI units remains just over five years (61 months), with significant regional variations.

Figure 6: Reported Number of Households on the Community Housing (RGI) Waitlist, Ontario, 2018–2024



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Figures are presented as reported, without adjustments for missing values.

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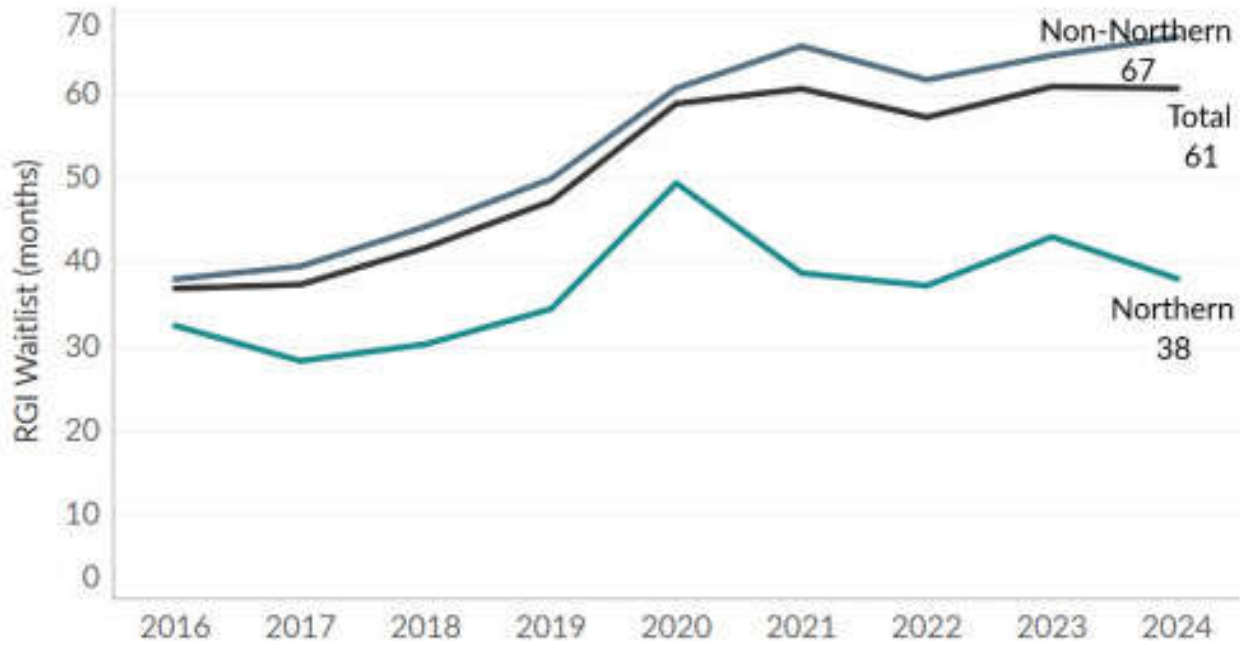
Table 4: Service Manager (SM) Submission Rates for Number of Households on the Community Housing (RGI) Waitlist, Ontario, 2018–2024

	2018	2019	2020	2021	2022	2023	2024
SM Count	39	40	41	41	41	43	42
Population %	90%	91%	95%	95%	95%	97%	83%

Non-northern regions reported an average wait time of 67 months, compared to 38 months in northern areas. Despite shorter wait times in the north, many communities face severe capacity constraints, highlighting the systemic challenges of addressing housing needs in areas with limited infrastructure.

Figure 7: Reported Wait Times for Community Housing (RGI), Northern and Non-Northern Regions, Ontario, 2016–2024



Unadjusted
Figures are presented as reported, without adjustments for missing values.

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Table 5: Service Manager (SM) Submission Rates for Wait Times for Community Housing (RGI), Northern and Non-Northern Regions, Ontario, 2016–2024

		2016	2017	2018	2019	2020	2021	2022	2023	2024
Non-Northern	SM Count	20	21	23	24	26	26	27	29	26
	Population %	52%	53%	58%	58%	80%	80%	84%	87%	42%
Northern	SM Count	5	5	5	5	5	6	6	6	7
	Population %	46%	46%	46%	46%	46%	50%	50%	50%	60%
Total	SM Count	25	26	28	29	31	32	33	35	33
	Population %	52%	53%	57%	58%	78%	79%	83%	85%	43%

Waitlists also reveal extreme delays in some areas. The longest recorded average wait time for RGI housing in 2024 was 12 years (144 months), with a median wait time of 5 years (60 months). While the number of households on waitlists increased by 8.9% from 2023 among reporting service managers, these figures may understate the true demand for community housing. Backlogs in applications and administrative barriers prevent some households from being counted, suggesting that the need for affordable housing is even greater than these numbers indicate.

Figure 8: Service Manager (SM) Distribution of Adjusted Community Housing Wait Times by Region, Northern and Non-Northern, Ontario, 2024

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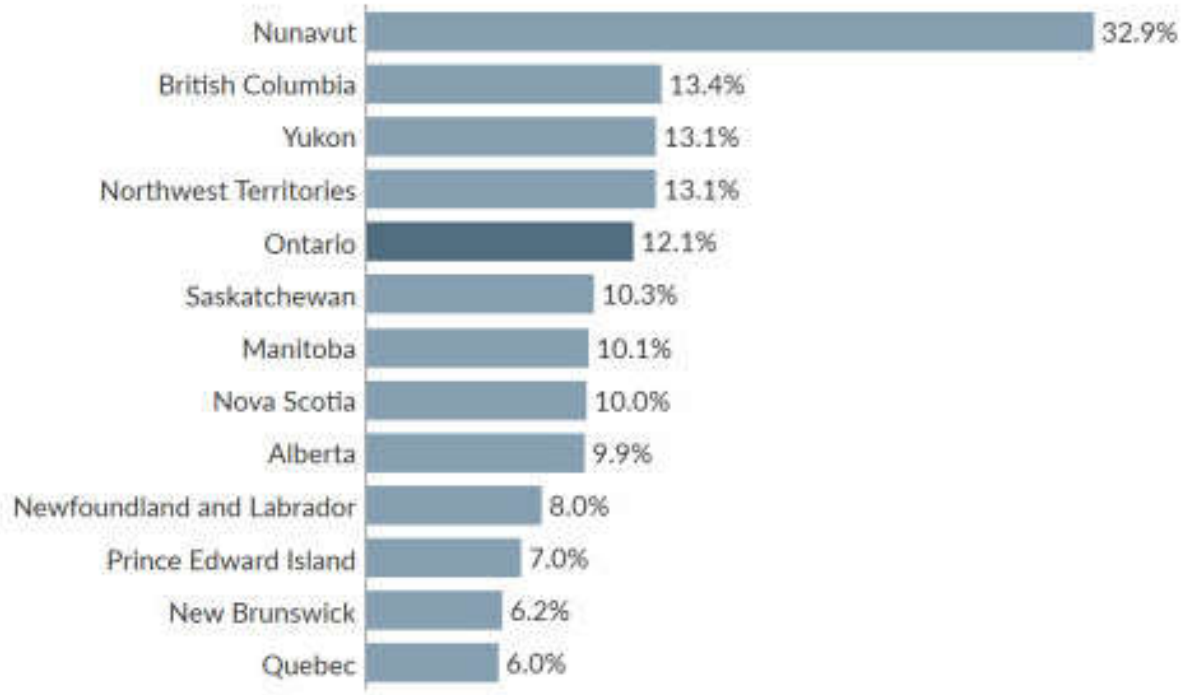
Over 260,000 Ontario households face extreme housing cost burdens, spending more than half their income on shelter

Publicly available information highlights key trends in housing challenges across Ontario. According to the 2021 Census, Ontario's core housing need rate stands at 12.1%, placing it in the mid-range compared to other provinces and territories. Almost 640,000 households in Ontario are in core housing need, meaning their housing is unaffordable, inadequate, or unsuitable, and they cannot afford alternative local options that meet these standards.

Figure 9: Core Housing Need Rates by Province and Territory, Canada, 2021



However, this figure may underestimate the severity of housing instability due to temporary income supports during the COVID-19 pandemic, such as the Canada Emergency Response Benefit (CERB). These supports temporarily increased incomes for lower-income households, reducing the proportion of those spending 30% or more of their income on shelter costs. While shelter costs rose during this period, the income supports helped offset these increases, particularly benefiting renters.[2]

In addition, more than 260,000 households in Ontario face severe affordability challenges, spending 50% or more of their income on shelter costs. This represents 83% of the 575,080 households spending 30% or more of their income on housing. Renters are disproportionately affected, accounting for 62% of these households (359,370 households), while homeowners make up 38% (215,710 households).

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Table 6: Households Spending 30% or More of Income on Shelter Costs by Tenure and Level of Shelter Cost Burden, Ontario, 2021

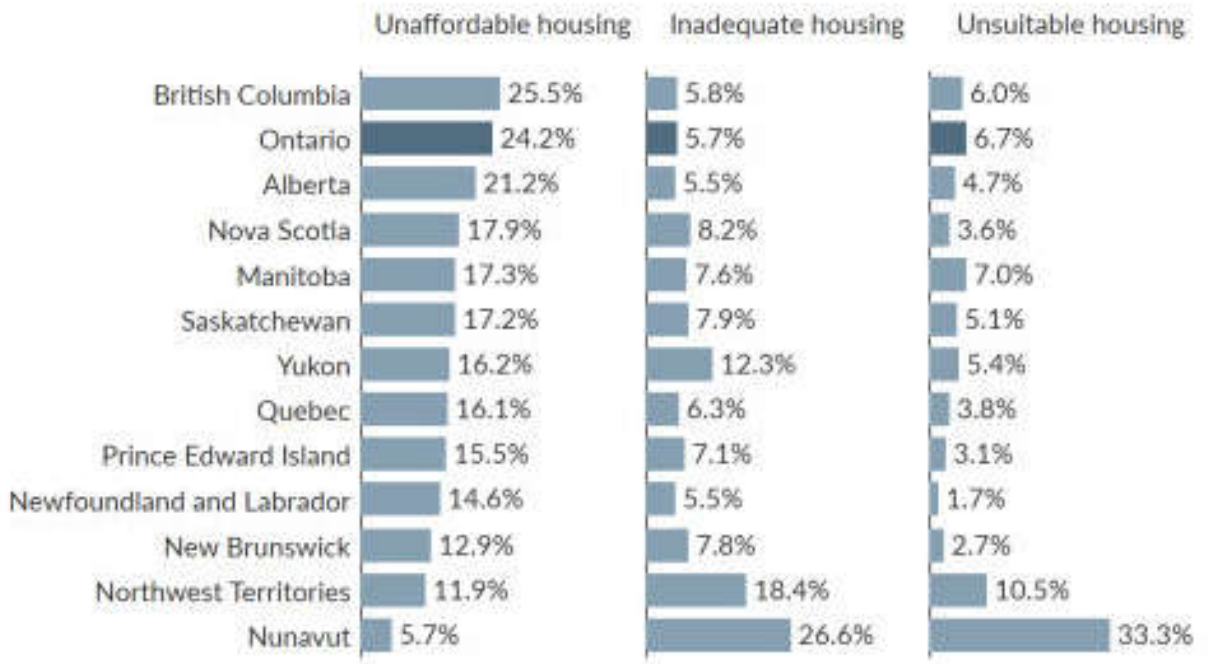
	Owner	Renter	Total
Spending 30% or more of income on shelter costs	**215,710**	**359,370**	**575,080**
30% to less than 50%	111,270	202,970	314,240
50% or more	104,440	156,400	260,840

In Ontario, housing affordability remains the dominant driver of core housing need, with 24.2% of households spending a significant portion of their income on shelter costs. In comparison, 5.7% of households experience inadequate housing, and 6.7% live in unsuitable housing.

However, provincial averages mask significant regional differences, particularly in Northern Ontario. Analysis of historical data shows that northern communities face disproportionately high rates of inadequate housing. Urban centres in Northern Ontario have some of the highest percentages of housing in need of major repairs, with smaller communities experiencing even greater challenges. In many cases, over 50% of housing units require major repairs, and for some communities, the figure reaches as high as 70% to 80%.[3]

The high levels of unaffordability, inadequacy, and unsuitability in housing highlight significant risks of increased inflow into homelessness.

Figure 10: Housing Challenges Across Canada: Regional Variations in Affordability, Inadequacy, and Unsuitability



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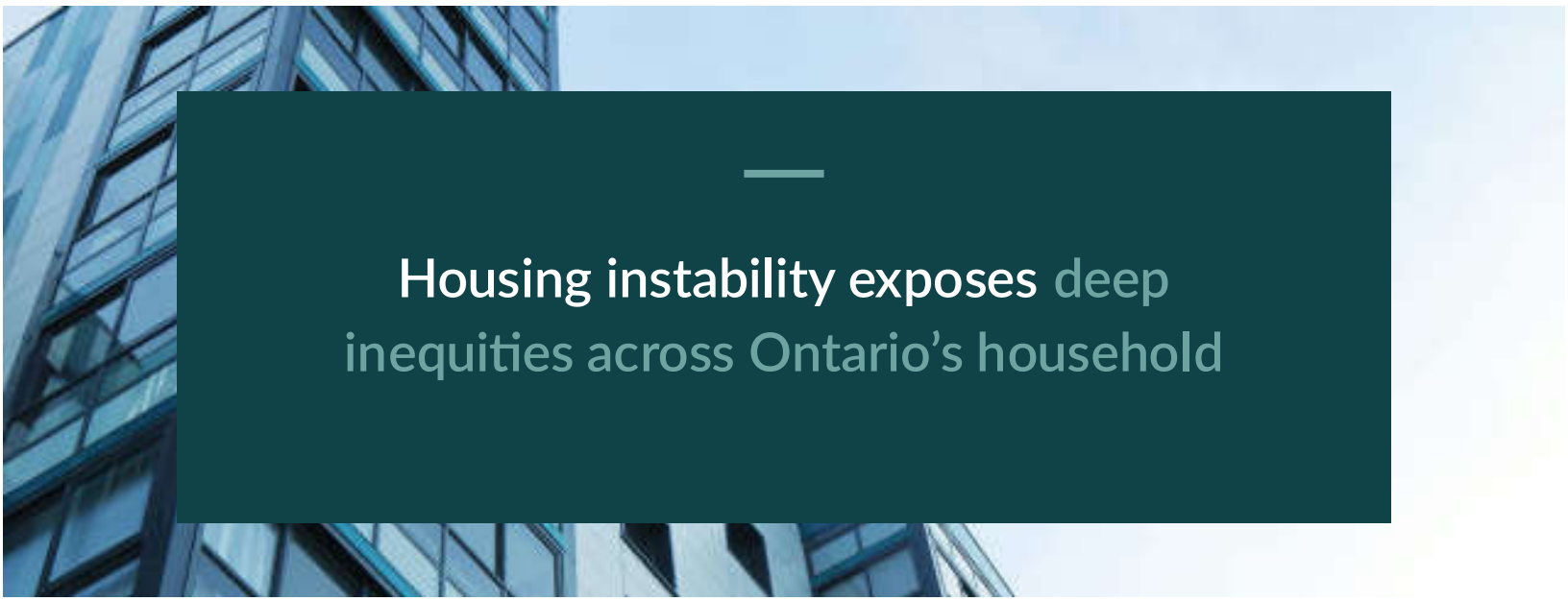
Core housing need rates vary substantially across demographic groups, with an overall community rate of 12.1%. Single-mother-led households (23.1%) and refugee-claimant-led households (22.3%) have the highest CHN rates, followed closely by Black-led households (21.4%). Older adults (14.0% for heads over 65, 18.8% for heads over 85) and youth under 25 (17.3%) also face notable housing challenges.

As noted above, the 2021 data may understate current housing needs due to temporary financial assistance measures introduced during the COVID-19 pandemic.

Table 7: Households in Core Housing Need by Priority Population, Ontario, 2021

	Total Households	In Core Housing Need	Core Housing Need %
Single mother-led	447,885	103,275	23.1%
Refugee claimant-led	255,105	56,815	22.3%
Black-led	247,755	53,125	21.4%
New migrant-led	168,920	32,685	19.4%
Head of household over 85	181,830	34,090	18.8%
Head of household under 25	102,270	17,645	17.3%
Women-led	2,234,725	347,670	15.6%
Head of household member of racialized group	1,623,310	252,415	15.6%
Head of household over 65	1,504,935	210,110	14.0%
Transgender or non-binary	42,775	5,405	12.6%
Indigenous	193,885	23,965	12.4%
Household with physical activity limitation	1,506,880	156,710	10.4%
Household with cognitive, mental, or addictions activity limitation	892,720	89,095	10.0%
Ontario	5,272,360	639,810	12.1%

Source: Housing Needs Assessment Tool (HART)



Housing instability exposes deep inequities across Ontario's household

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1.3: Chronic Homelessness

CHRONIC HOMELESSNESS HAS BECOME THE DEFINING CHARACTERISTIC OF HOMELESSNESS IN ONTARIO. IN LESS THAN A DECADE, THE NUMBER OF PEOPLE EXPERIENCING CHRONIC HOMELESSNESS HAS TRIPLED, REACHING OVER 41,512 PEOPLE IN 2024.

For the first time, more than half of all **known homelessness** is now chronic, a trend that reveals critical misalignments in how investments and capacity are being allocated.

Chronic homelessness signals that the system is not functioning as it should. In a healthy system, long-term homelessness is quickly addressed—or better yet, prevented entirely—by providing timely and effective pathways to housing stability. The persistent growth in chronic homelessness highlights systemic gaps in housing infrastructure, high-acuity supports, and prevention measures.

Northern communities face an especially urgent crisis. Chronic homelessness in Northern Ontario has nearly doubled since 2022, reflecting the infrastructure gaps and systemic inequities that disproportionately affect these regions. Meanwhile, children and youth now account for nearly one in four chronically homeless people, a reminder of the generational consequences of systemic inaction. Indigenous people and refugees, affected by structural inequities and histories of displacement, are also overrepresented in chronic homelessness, though their needs are often less visible because of the limitations of current systems and definitions.

Ontario's ability to end chronic homelessness requires a system that addresses the complexity and diversity of these experiences and also aligns funding, capacity, and targeted investments with goals. Fortunately, ending chronic homelessness is not an insurmountable challenge, as discussed in **Part 3: Investing in Solutions.**

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Chronic Homelessness Signals

THAT THE SYSTEM IS NOT FUNCTIONING AS IT SHOULD

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Methods and Limitations

To establish a consistent and comparable understanding of chronic homelessness across Ontario, data from 47 service managers was standardized. This included aligning information from varied sources, such as By-Name Lists, emergency shelter records, and demographic reporting. The annual estimates were calculated using the weighted average percentage of chronic homelessness reported by service managers applied to the total number of people experiencing homelessness each year. For example, in 2024, a weighted average of 51% was applied to the estimated total of 81,515 people experiencing homelessness.

Key limitations of the methodology are described below.

01 **Data Coverage Over Time:** All 47 service managers reported chronic homelessness rates for 2024. A total of 46 had reported for 2023 and 2022, 36 for 2021, and only 15 for 2019. This participation variability limits the reliability of historical data, particularly for years when less than 50% of service managers participated.

02 **Definitions and Consistency:** A majority of service managers used the federal definition of chronic homelessness, which is more inclusive than the provincial definition. This contributes to slight variations in the reported data and a potential undercount where provincial definitions were used.

03 **Demographic Data and Priority Populations:**

- Data on demographics, such as gender and age, was available from 36 service managers in 2024, representing 74% of all service managers. Most service managers reported using consistent age groupings, although minor variations were noted.
- Priority population data was more limited. Refugees and asylum seekers, for instance, were reported by 21 service managers in 2024. Missing data was addressed through desk research or assumptions, such as using zero for earlier years when fewer than 10 people were reported in later years, to avoid overestimating overall rates for Ontario.
- For Indigenous populations, 74% of service managers reported, with significantly lower reporting rates in previous years.

04 **Exclusions and Underrepresentation:** The estimates capture **known homelessness** only, focusing on people known to the system through service use or enumeration efforts. Estimates do not accurately account for all hidden homelessness (e.g., couch-surfing) or for people in institutional settings, such as hospitals or correctional facilities. Similarly, populations living on reserve are not comprehensively represented, which limits the representation of Indigenous homelessness data.

05 **Underreported Demographics:** Demographic information, particularly for Indigenous populations, may be underreported due to several factors. These include reliance on observed characteristics, exclusion at the program level, or people choosing not to disclose information due to experiences of systemic racism or mistrust of institutions.

Further methodological details can be found in the Technical Notes section.

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Interpreting this Section

Annual Estimates vs. Real-Time Counts

As with the previous section, data in this section reflects annualized estimates of chronic homelessness, capturing the number of people who experienced chronic homelessness at any point during the year; it is not an estimate of how many people are presently experiencing chronic homelessness.

Definition of Chronic Homelessness

Despite slight variations in the definitions used, chronic homelessness generally refers to situations where people are currently homeless and meet at least one of the following criteria: they have been homeless for a total of at least six months (180 days) over the past year, or they have experienced recurrent homelessness over the past three years, with a cumulative duration of homelessness during that time of at least 18 months.

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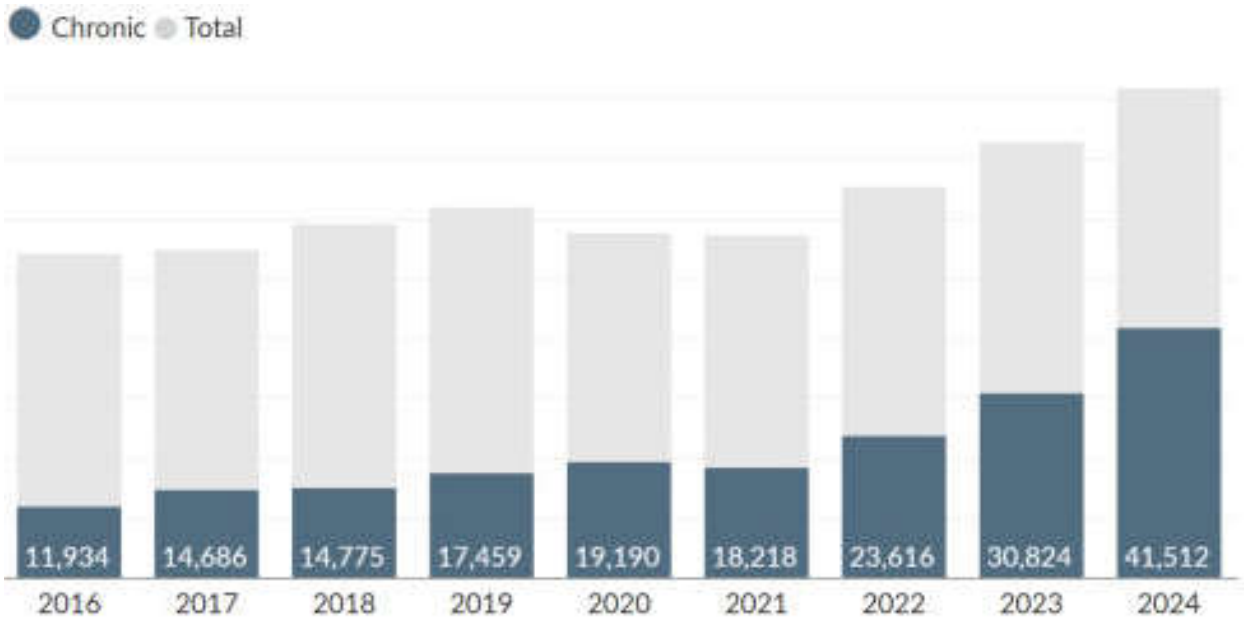
Findings

Chronic homelessness has nearly doubled since 2021, with 41,512 people affected in 2024

Chronic homelessness has increased significantly since 2016, with both the estimated number of people experiencing it annually and its share of the total homeless population growing. In 2024, an estimated 41,512 people experienced chronic homelessness, marking the first time those experiencing chronic homelessness represented more than half of all **known homelessness.**

Figure 11: Estimated Number of People Experiencing Chronic Homelessness Compared to Total Population Experiencing Homelessness, Ontario, 2016–2024



Adjusted
Missing values have been filled using additional research or statistical methods.

Table 8: Service Manager (SM) Submission Rates for People Experiencing Chronic Homelessness Compared to Total Population Experiencing Homelessness, Ontario, 2016–2024

	2016	2017	2018	2019	2020	2021	2022	2023	2024
SM Count	8	8	21	15	21	36	45	46	47
Population %	11%	11%	43%	51%	61%	81%	91%	95%	100%

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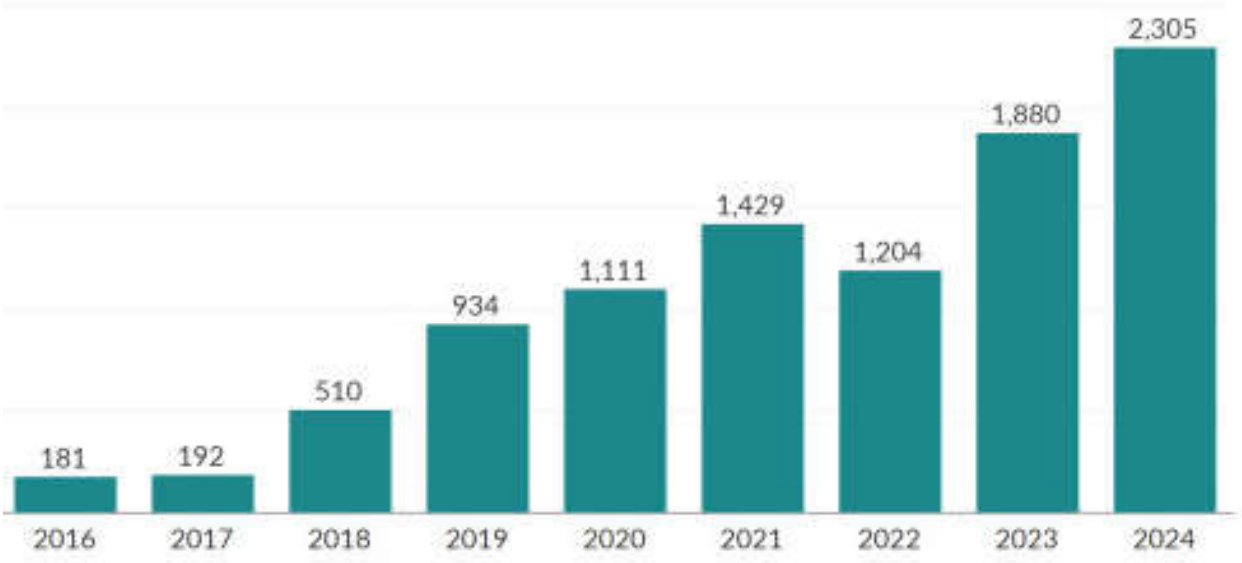
While the total number of people experiencing homelessness has risen, chronic homelessness as a percentage of the total has grown from 22% in 2016 to 51% in 2024. This suggests that people remain unhoused for longer periods. This also highlights systemic challenges, including gaps in housing infrastructure and a misalignment between the existing continuum of supports and the demand for them. Simply put, there are not enough spaces to meet the needs of people or the spaces that do exist are not the right ones.

Chronic homelessness in northern regions has nearly doubled since 2022

In northern regions, the number of people experiencing chronic homelessness has risen sharply, nearly doubling from 1,204 people in 2022 to an estimated 2,305 in 2024. At the same time, the total number of people experiencing **known homelessness** in these regions grew from 3,615 to 5,377, an increase of 49%.

Figure 12: Estimated Number of People Experiencing Chronic Homelessness in Northern Communities, Ontario, 2016–2024



Adjusted
Missing values have been filled using additional research or statistical methods.

Table 9: Service Manager (SM) Submission Rates for People Experiencing Chronic Homelessness in Northern Communities, Ontario, 2016–2024

	2016	2017	2018	2019	2020	2021	2022	2023	2024
SM Count	1	2	5	1	4	8	11	11	11
Population %	5%	10%	33%	5%	33%	72%	100%	100%	100%

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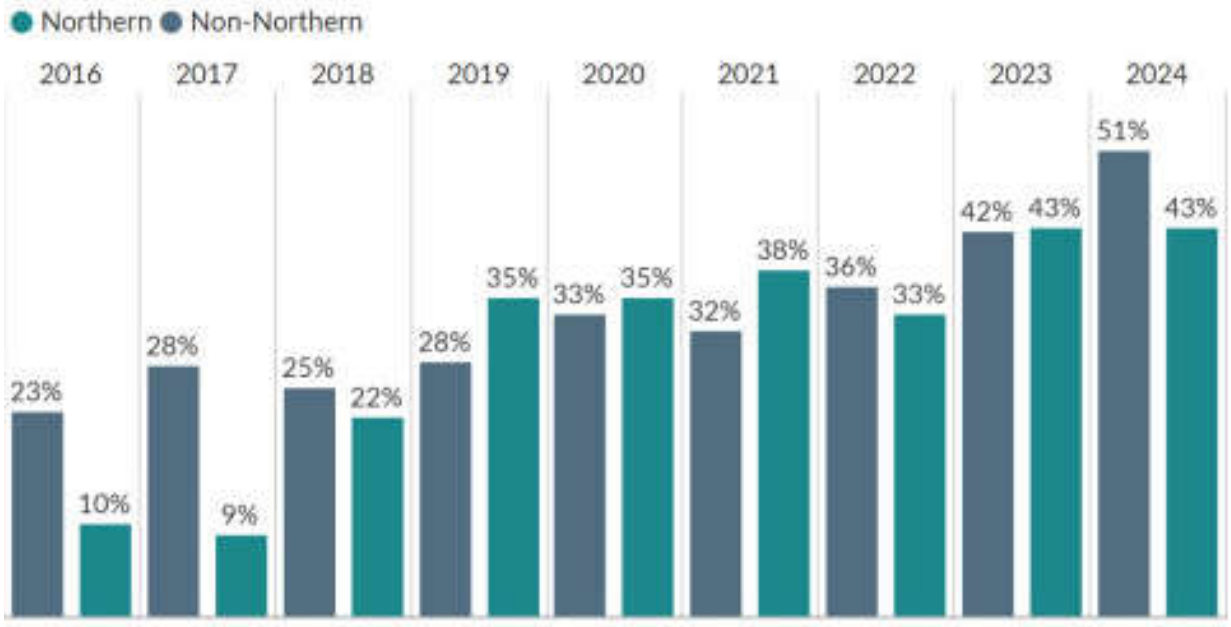
That means that while more people overall are becoming homeless in northern regions, chronic homelessness—the number of people experiencing long-term homelessness—is growing even faster. By 2024, chronic homelessness accounted for 43% of all **known homelessness** in the north, up from 33% in 2022. This trend reflects the acute challenges faced by northern communities, where resources and infrastructure to address long-term homelessness are often limited.

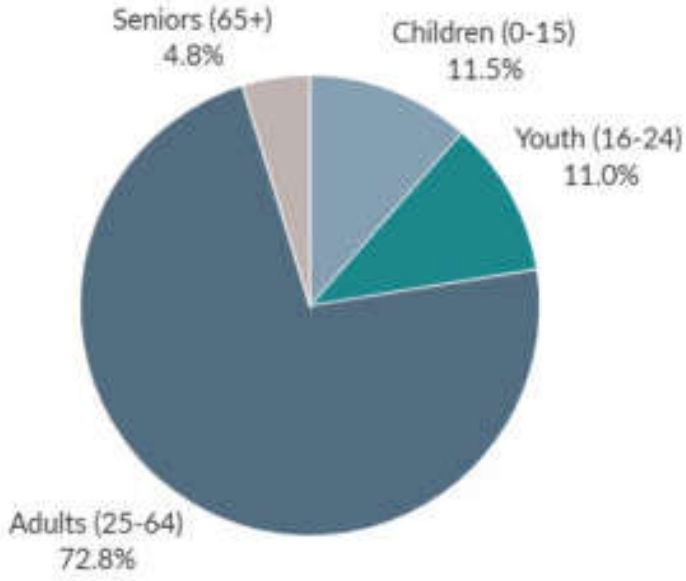
Figure 13: Chronic Homelessness as a Percentage of Total Homelessness, Northern and Non-Northern Communities, Ontario, 2016–2024



Nearly one-quarter of the people experiencing chronic homelessness in Ontario are youth or children

Since 2021, children (aged 0–15) and youth (aged 16–24) have consistently made up approximately 23.0% of Ontario's known chronic homelessness population. In 2024, children accounted for 11.5% and youth 11.0%. This proportion has remained steady over the past four years, with only minor fluctuations between 22.0% and 24.0%.

Figure 14: Reported Chronic Homelessness by Age Group, Ontario, 202



Unadjusted
Figures are presented as reported, without adjustments for missing values.

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Table 10: Service Manager (SM) Submission Rates for Chronic Homelessness by Age Group, Ontario, 2024

SM Count	36
Population %	74%

According to Infrastructure Canada, data from the 2020–2022 Nationally Coordinated Point-in-Time Count[4] reveals that while children and youth are less likely than adults to experience chronic homelessness, the long-term effects can be devastating. Research shows that people who first experience homelessness as children are significantly more likely to face chronic homelessness later in life: 78% of those who became homeless as children were chronically homeless during the federal count.

Failing to address homelessness among children and youth may not only perpetuate cycles of long-term homelessness, placing increasing strain on the social safety net, but also fracture family structures, destabilize communities, and impose immense burdens on social systems for generations.

Indigenous representation in chronic homelessness data masked by systemic underreporting

According to reported data (38 service managers reporting for 2024, representing 76% of the total population), at least 4,418 Indigenous people were experiencing chronic homelessness in Ontario in 2024, representing 10.6% of the population known to be experiencing chronic homelessness.

While Indigenous people make up 2.9% of Ontario's overall population (2021 Census), they are clearly overrepresented among those experiencing chronic homelessness. However, this figure likely underrepresents the true extent of the issue due to systemic barriers to accurate enumeration. A lack of culturally safe spaces and Indigenous-led crisis supports means many Indigenous people experiencing homelessness may not access services or become known to homelessness systems through data-collection tools like PiT Counts and By-Name Lists. This results in incomplete data, particularly in urban centres, where Indigenous representation in reported data was, for some, below 10%.

Data from service managers reveals notable regional differences. For 2024, the non-weighted average Indigenous representation among chronically homeless populations is 44.6% in northern regions compared to 13.8% in non-northern regions. Four service managers reported that Indigenous representation exceeds 50% of the chronically homeless population in their regions. These disparities point to systemic challenges, including the lack of culturally safe spaces, mistrust of data-collection systems, and the missing data from hidden homelessness and on-reserve populations.

Current definitions of homelessness, rooted in colonial frameworks, fail to align with Indigenous understandings of home, community, and displacement. Colonial-centred definitions and methodologies do not acknowledge key aspects of Indigenous experiences, such as intergenerational trauma, systemic racism, and land dispossession, all of which are central to understanding housing instability in Indigenous communities.

It is our assessment that the data significantly understates the extent of Indigenous chronic homelessness. This report, which reflects data provided by service managers, acknowledges the data's limitations, particularly regarding the known population it represents. Addressing—and even quantifying—Indigenous homelessness is not just about more accurate enumeration: it is about the need to dismantle colonial frameworks and centre Indigenous leadership, sovereignty, and culturally rooted data collection in working toward housing solutions.

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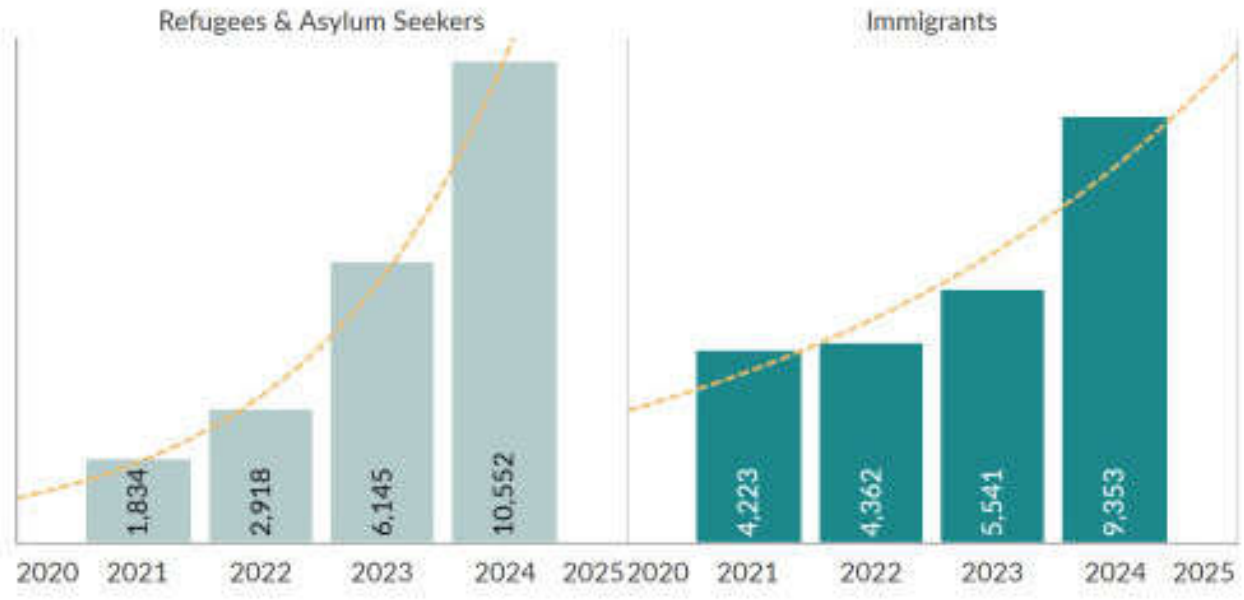
Chronic homelessness for refugees grows nearly sixfold in four years

Although the proportion of immigrants in the overall provincial population has not changed in recent years, the number of immigrants, refugees, and asylum seekers enumerated among Ontario's chronic homelessness population has grown significantly. Between 2021 and 2024, the number of chronically homeless refugees and asylum seekers rose from 1,834 to 10,552 (+475.4%), while immigrants experiencing chronic homelessness increased from 4,223 to 9,353 (+121.5%).

Figure 15: Estimated Annual Chronic Homelessness Among Refugees, Asylum Seekers, and Immigrants, Ontario, 2020–2025



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Missing values have been filled using additional research or statistical methods.

Table 11: Service Manager (SM) Submission Rates for Chronic Homelessness Among Refugees, Asylum Seekers, and Immigrants, Ontario, 2020–2025

		2021	2022	2023	2024
Refugees & Asylum Seekers	SM Count	14	16	18	21
	Population %	50%	51%	52%	58%
Immigrants	SM Count	12	15	17	20
	Population %	30%	31%	32%	38%

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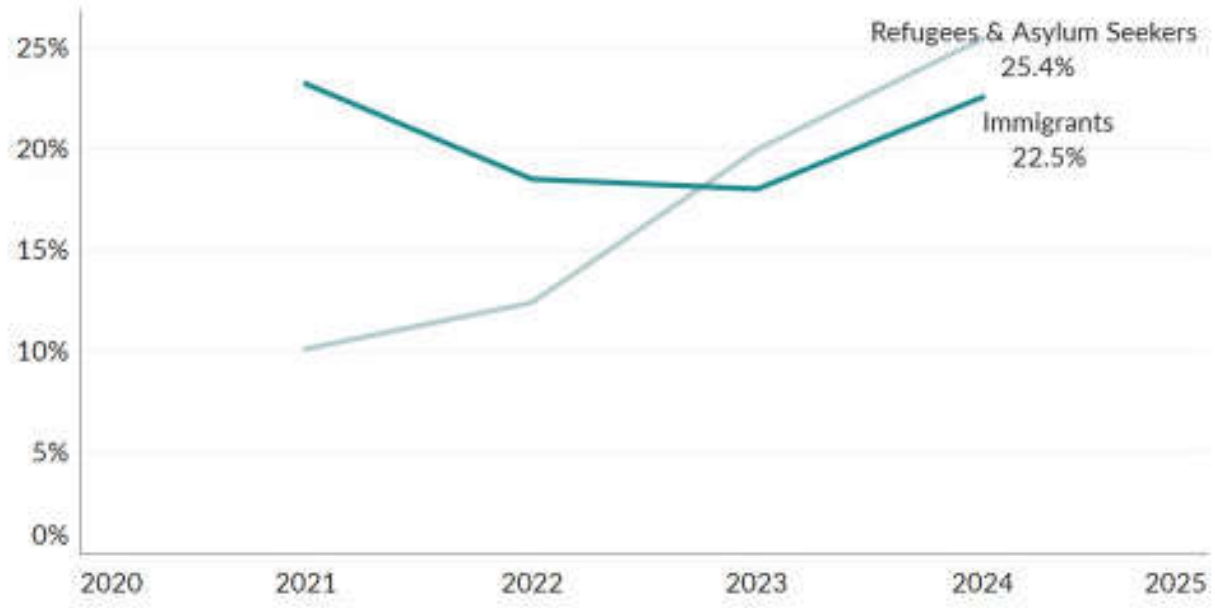
Historically, refugees and asylum seekers did not remain in unsheltered or sheltered homelessness for prolonged periods, often transitioning quickly to permanent housing solutions. However, the current system has barriers to positive exits, defined as a sustainable and permanent transition out of homelessness into stable housing that meets individual or family needs. These groups are, increasingly, remaining in the homelessness system long enough to meet the threshold for chronic homelessness.

Figure 16: Percent of Total Chronic Homelessness Among Refugees, Asylum Seekers, and Immigrants, Ontario, 2021–2024



Refugees and asylum seekers have had a 15.4 percentage-point increase in their share of Ontario's chronic homelessness population since 2021, while the proportion of immigrants has remained relatively stable, decreasing slightly by 0.6 percentage points.

This growing extent of chronic homelessness in demographics not typically associated with prolonged homelessness highlights a key systemic challenge and represents an important limiting factor in achieving functional zero, a state where homelessness is rare, brief, and non-recurring. Some service managers have made notable progress, with limited resources, in developing diversion initiatives and tailoring programs for refugees and asylum seekers. However, the overall system was not originally designed to provide a long-term crisis response to refugees and asylum seekers. This reality reflects the need to ensure that the social infrastructure is aligned with the evolving profiles and needs of those experiencing homelessness.

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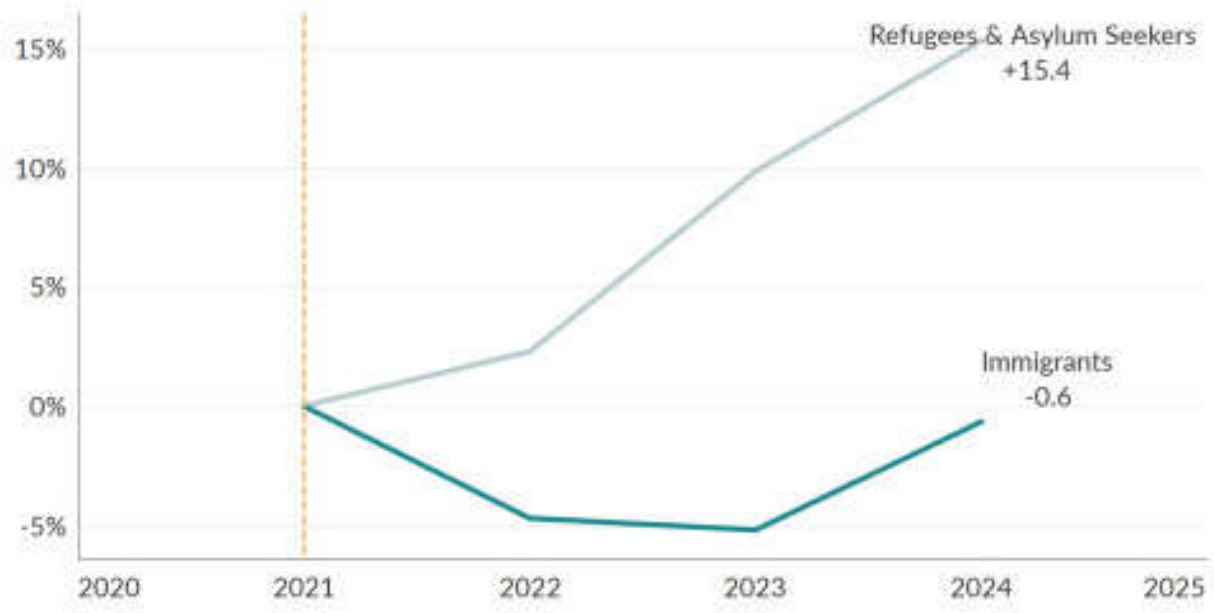
Figure 17: Percentage Point Change in Percent of Total Chronic Homelessness from 2021 Among Refugees, Asylum Seekers, and Immigrants, Ontario, 2021–2024



1.4: Homelessness-Serving System

ONTARIO'S HOMELESSNESS-SERVING SYSTEM IS AT A CROSSROADS, CHALLENGED BY INCREASING DEMAND, A SURGE IN CHRONIC HOMELESSNESS, AND AN URGENT NEED TO BALANCE IMMEDIATE CRISIS RESPONSE WITH LONG-TERM SOLUTIONS.

Between 2019 and 2024, bed capacity in emergency shelters grew by an estimated 34%, signaling an unmet need within the crisis response system. Meanwhile, chronic homelessness has tripled since 2016—a clear indication that more people are becoming trapped in homelessness systems designed to provide temporary relief.

Based on data provided by service managers, there were an estimated 27,138 beds across three main support types in 2024: emergency shelters, transitional housing, and supportive housing. These figures do not include Violence Against Women (VAW) shelters, provincially operated shelters, or supportive housing funded through health programs like those provided by the Ministry of Health. Nonetheless, the available data highlights a homelessness-serving system heavily reliant on emergency shelters, which account for 65.2% of total expenditures. In contrast, transitional and supportive housing, which are critical for providing pathways out of homelessness, received only 6.0% and 11.6% of spending, respectively.

These patterns highlight a system facing significant challenges in meeting both immediate and long-term needs. As shown in **Part 3: Investing in Solutions,** ending chronic homelessness to a functional zero level—a dynamic milestone where homelessness becomes rare, brief, and non-recurring—requires that there are appropriate and stable housing options available for people to transition into. However, with chronic homelessness growing as a proportion of total homelessness, more people are becoming stuck inside the system. This is a reflection of the system's current design, which prioritizes crisis response over pathways to permanent stability.

The increasing length of waitlists, as described above, and the growing pressure on the housing system, as described below, combine to add enormous pressure on Ontario's homelessness-serving system.

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Chronic Homelessness Has Tripled

A CLEAR INDICATION THAT MORE PEOPLE ARE BECOMING TRAPPED IN HOMELESSNESS

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Methods and Limitations

This analysis focused on the capacity of three key housing types—emergency shelters, transitional housing, and supportive housing—using data reported by service managers. Reporting rates varied across these programs, requiring additional steps to address data gaps and ensure accurate estimates.

PROGRAM CAPACITY

Missing data was supplemented through desk research and manual adjustments using public sources, notes from service managers and standardized methodologies. This approach aimed to provide a more accurate picture of the system's capacity.

To account for non-reporting areas, service managers were asked to estimate the percentage of total system capacity represented by their reported, funded beds. These estimated coverage rates were then applied to extrapolate the capacity for the remainder of the system.

FUNDING EXPENDITURES

Expenditure data was reported directly by service managers and was not adjusted, except in occasional cases when capital expenditures were included to ensure completeness. Some service managers reported program expenditures without specifying associated capacity, such as funding for temporary accommodations like hotel or motel stays. These findings reflect the service manager-provided reported expenditures and address only programs under service manager oversight.

Key Limitations

01 **Reporting Gaps:** Coverage and reporting rates varied considerably across service managers, leaving some data incomplete or unavailable. In some cases, missing information was filled through estimates, which may not provide a complete picture of actual capacity.

02 **Data Exclusions:** Certain types of facilities, such as Violence Against Women shelters, were generally excluded from this analysis, though it is possible some may have inadvertently been included in the data provided by service managers.

03 **Undercounting of System Capacity:** This analysis captures only the portion of the housing system funded and reported by service managers. While service managers oversee and fund a substantial share of the homelessness-serving system, it is not the entire system; hence, the data does not reflect the entire housing system. Expenditures were reported as provided, without adjustments for unreported programs or external funding sources. As a result, the findings offer a robust view of the system's capacity, but may not include all investments made by non-government sources.

Further methodological details can be found in the Technical Notes section.

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Interpreting this Section

Discrepancies Between Funding Announcements and Reported Expenditures

Dollar amounts discussed in this section are based on expenditures reported by service managers, with high submission rates across programs in 2024. While publicly available information, such as funding announcements or budgets, may differ from the expenditures reported here, the figures are not adjusted to align with such sources. The figures provided here represent actual spending reported by service managers, as distinct from allocated funding or planned disbursements, which are often subject to differences in timing and reporting.

Cross-Referencing Submitted Data with Publicly Available Data

The lack of standardized definitions for program types introduced inconsistencies in reporting, creating a known limitation of this analysis. To facilitate aggregation, service managers were asked to classify programs in the category they thought was the best fit. For example, transitional housing may have been categorized as either emergency shelters or supportive housing in some regions, while one of the larger service managers included supportive housing under rent-geared-to-income (RGI) housing. As such, the submitted figures should not be compared directly with publicly available information, such as funding announcements or locally reported data. The results presented here reflect service manager submissions and are specific to this analysis.

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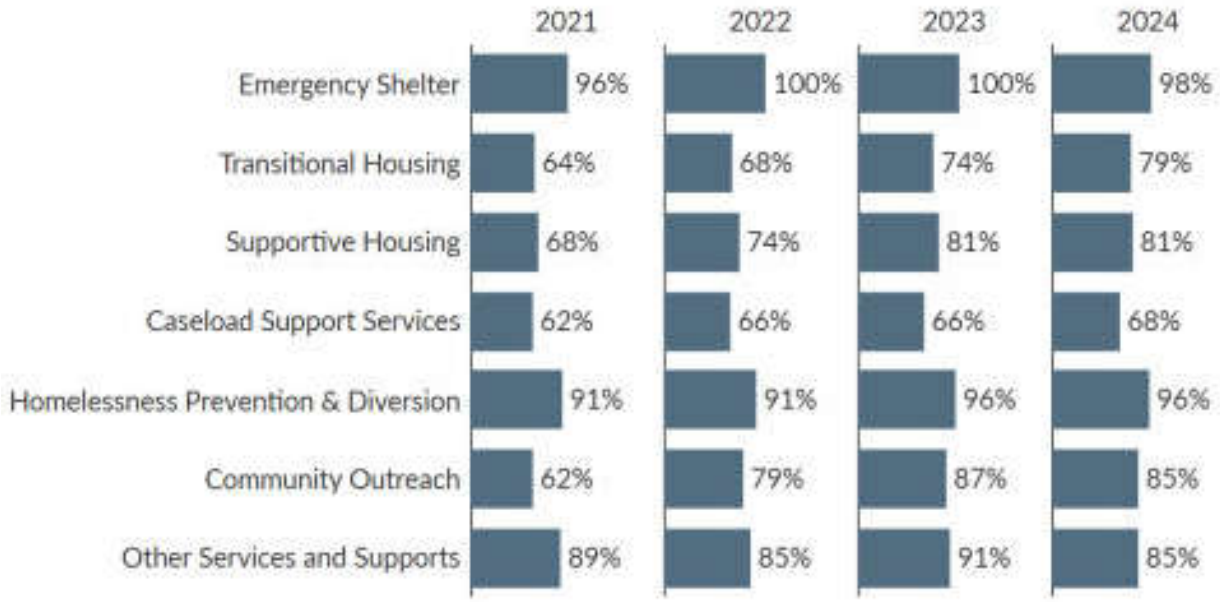
Findings

Homelessness prevention programs have expanded across Ontario, but increases in supportive housing remains slow

This chart shows the percentage of service managers that reported operating specific homelessness programs between 2021 and 2024. The data highlights trends in program availability across Ontario's homelessness-serving system.

Figure 18: Percentage of Service Managers Operating Specific Homelessness Programs, Ontario, 2021–2024



- Nearly all service managers reported emergency shelter programs, reaching 100% of service managers in 2022 and 98% in 2024.
- Transitional housing programs grew steadily, with the number of service managers reporting such programs increasing from 64% in 2021 to 79% in 2024.
- Supportive housing programs also grew, with 68% of service managers reporting these programs in 2021, rising to 81% in both 2023 and 2024.
- Caseload support services remained stable, with coverage increasing slightly from 62% in 2021 to 68% in 2024.
- Homelessness prevention and diversion programs maintained high levels of availability, with 91% of service managers reporting these programs in 2021, increasing to 96% by 2024.
- Community outreach programs grew from 62% in 2021 to 87% in 2023, stabilizing at 85% in 2024.
- Other services and support saw coverage decreasing from 89% in 2021 to 85% in 2024.

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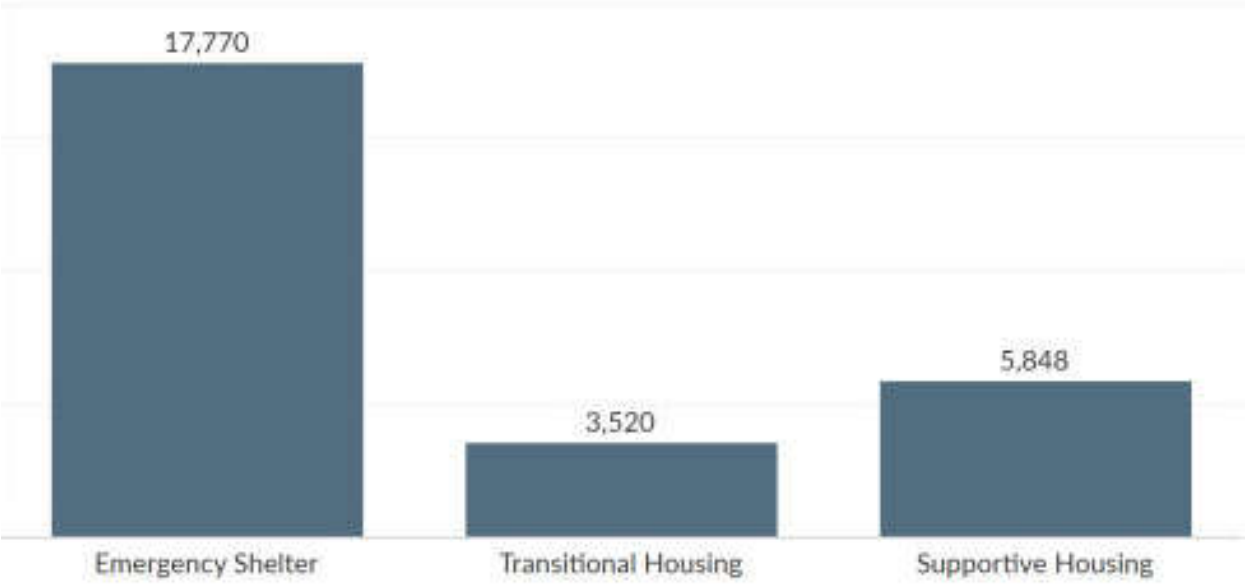
In 2024, there was one supportive housing space for every 14 people estimated to be experiencing known homelessness in Ontario

In 2024, Ontario's homelessness-serving system provided an estimated 27,138 beds across three main service types: emergency shelters, transitional housing, and supportive housing. Note that transitional and supportive housing are defined differently, as discussed in detail in the section below. **This estimate does not include supportive housing funded and overseen by the Ministry of Health, which operates outside the homelessness-serving system.**

Figure 19: Estimated Bed Capacity by Homelessness Program Type, Ontario, 2024



Adjusted
Missing values have been filled using additional research or statistical methods.

Table 12: Service Manager (SM) Submission Rates Estimated Bed Capacity by Homelessness Program Type, Ontario, 2024

	Emergency Shelters	Transitional Housing	Supportive Housing
SM Count	42	36	36
Population %	97%	74%	73%

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EMERGENCY SHELTERS

Emergency shelters formed the largest part of the system, with an estimated total of **17,770 beds** across all 47 service managers. This estimate was based on data reported by 42 service managers, with the remaining data supplemented through desk research and manual adjustments, such as using 2023 data to fill gaps for 2024. This category includes permanent shelter beds, cold-weather shelters, temporary crisis shelters, overflow accommodations, and hotel/motel beds.

TRANSITIONAL HOUSING

Transitional housing accounted for an estimated total of **3,520 beds** across all 47 service managers. This figure was based on data reported by 36 service managers, with gaps addressed through additional analysis, such as reallocating beds that were grouped under other categories. These facilities provide temporary, time-limited support for people transitioning toward permanent housing.

SUPPORTIVE HOUSING

Supportive housing accounted for an estimated total of **5,848 beds** across all 47 service managers. This figure was based on data reported by 36 service managers, with estimates adjusted using a median system coverage rate of 80%, and further research applied to refine totals. This housing type combines permanent accommodations with individualized support services tailored to people with higher needs.

While these figures demonstrate the scale of Ontario's homelessness-serving system, they reflect primarily capacity funded by service managers. And though service managers deliver and fund most of the system, manual adjustments only partially account for housing and services outside their scope. As a result, the totals do not capture the full extent of Ontario's housing system.

Ontario's homelessness system has 34% shelter growth, yet chronic homelessness grows by 138%

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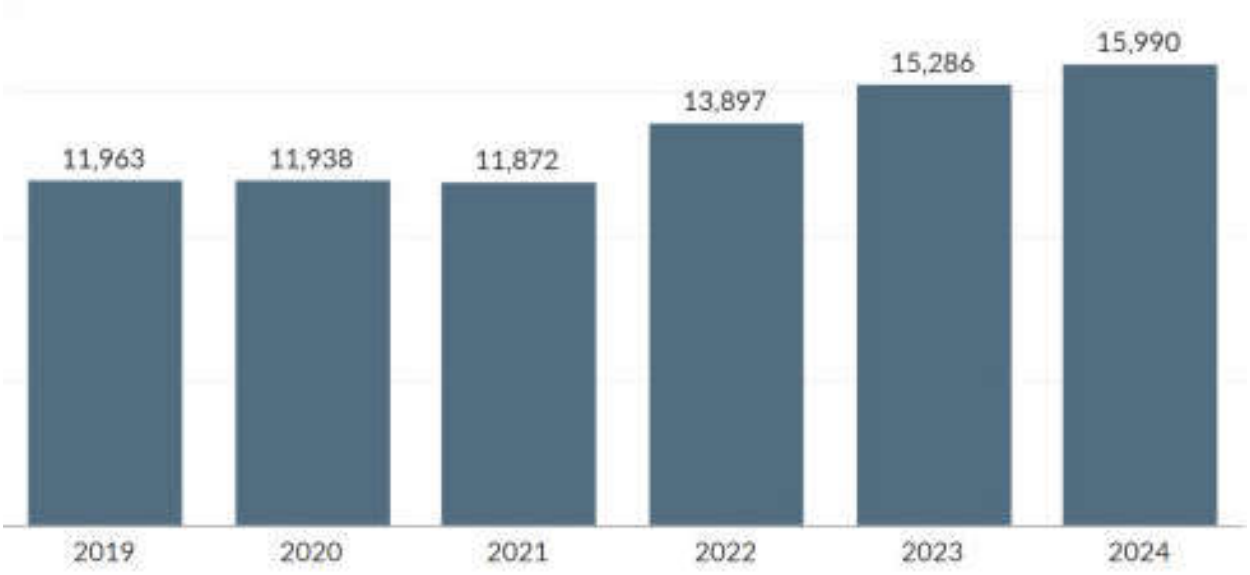
Between 2019 and 2024, Ontario's emergency shelter bed capacity increased by 34%, reflecting significant efforts to expand resources and address the rising need for crisis response across the province. The most notable growth occurred after 2021, when the demand for emergency shelters surged, prompting investments in shelter capacity to meet the growing pressures.

Figure 20: Reported Emergency Shelter Bed Capacity (Funded by Service Managers), Permanent and Temporary, Ontario, 2019–2024



Unadjusted
Figures are presented as reported, without adjustments for missing values.

Table 13: Submission Rates by Service Manager (SM) for Emergency Shelter Bed Capacity (Funded by Service Managers), Permanent and Temporary, Ontario, 2019–2024

	2019	2020	2021	2022	2023	2024
SM Count	29	34	38	40	43	42
Population %	62%	75%	93%	95%	98%	97%

During the same period, the total number of people experiencing homelessness grew by 32%, while chronic homelessness rose by 138%, highlighting a troubling shift toward deeper, more persistent housing instability. This increase in chronic homelessness shows that more people are becoming trapped in the homelessness system, unable to transition out of emergency shelters and into stable housing.

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These trends reveal mounting pressures on Ontario's homelessness-serving system. While emergency-shelter capacity continues to expand to meet growing demand, the growing prevalence of chronic homelessness underscores the urgent need for long-term solutions beyond crisis response.

Spending reflects reliance on emergency shelters over prevention

The spending distribution across Ontario's homelessness programs reflects the emphasis on crisis response in the system. Emergency shelters, which make up the largest portion of the system's bed capacity, also dominate funding, accounting for 65.2% of the total $1.47 billion spent in 2024. In contrast, transitional and supportive housing—essential for moving people out of shelters and into stable housing—received 6.0% and 11.6% of spending, respectively.

This highlights the system's heavy reliance on emergency shelters to address immediate needs, while investments in longer-term solutions like supportive and transitional housing remain comparatively limited.

Figure 21: Reported Allocation of Spending on Homelessness Programs by Program Type, Ontario, 2024

Unadjusted
Figures are presented as reported, without adjustments for missing values.

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Table 14: Service Manager (SM) Submission Rates for Allocation of Spending on Homelessness Programs by Program Type, Ontario, 2024

	Emergency Shelter	Transitional Housing	Supportive Housing	Caseload Support Services	Prevention & Diversion	Community Outreach	Other Services and Supports
SM Count	40	22	36	22	38	34	34
Population %	93%	59%	72%	53%	62%	79%	79%

- Emergency shelters accounted for 65.2% of total expenditures, with approximately $957.7 million on emergency shelters in 2024, and an average expenditure of $23.9 million.
- Supportive housing represented the second-largest area of spending at 11.6%, totalling $170.4 million. The average expenditure reported per service manager was $4.7 million, reflecting the increasing emphasis on providing long-term stable housing with individualized support for people who have complex needs. A portion of these expenditures is embedded in rent-geared-to-income (RGI) housing due to classification practices by a larger service manager.
- Other services and supports made up 5.8% of total expenditures, amounting to $86 million, with an average expenditure of $2.5 million.
- Homelessness prevention and diversion programs accounted for 4.9% of expenditures, totalling $71.8 million, with an average of $1.89 million.
- Transitional housing expenditures reached $87.8 million, or 6.0% of total spending, with an average expenditure of $3.99 million.
- Caseload support services represented 1.6% of expenditures, amounting to $23.3 million, with an average of $1.06 million.
- Community outreach programs also accounted for 4.9% of expenditures, equating to $71.8 million, with an average expenditure of $2.11 million.

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Table 15: Homelessness Program Spending by Program Type, Ontario, 2020–2024

		2020	2021	2022	2023	2024
Emergency Shelter	Expenditures	612.2M	750.8M	820.1M	966.5M	957.7M
	% of Total	63.5%	62.2%	64.2%	66.7%	65.2%
	SM Average	16,111K	18,771K	19,073K	21,478K	23,943K
	SM Count	38	40	43	45	40
	Population %	83%	86%	87%	95%	93%
Transitional Housing	Expenditures	42.9M	64.6M	80.9M	90.0M	87.8M
	% of Total	4.4%	5.4%	6.3%	6.2%	6.0%
	SM Average	2,384K	2,810K	3,677K	3,599K	3,989K
	SM Count	18	23	22	25	22
	Population %	60%	66%	52%	70%	59%
Supportive Housing	Expenditures	76.4M	147.4M	163.5M	144.4M	170.4M
	% of Total	7.9%	12.2%	12.8%	10.0%	11.6%
	SM Average	2,635K	4,912K	4,673K	3,904K	4,734K
	SM Count	29	30	35	37	36
	Population %	59%	61%	65%	73%	72%
Caseload Support Services	Expenditures	23.5M	26.4M	19.8M	22.8M	23.3M
	% of Total	2.4%	2.2%	1.6%	1.6%	1.6%
	SM Average	1,069K	1,054K	861K	948K	1,061K
	SM Count	22	25	23	24	22
	Population %	58%	61%	57%	64%	53%
Prevention & Diversion	Expenditures	46.3M	68.3M	83.7M	81.0M	71.8M
	% of Total	4.8%	5.7%	6.6%	5.6%	4.9%
	SM Average	1,218K	1,665K	2,092K	1,928K	1,891K
	SM Count	38	41	40	42	38
	Population %	64%	67%	63%	71%	62%
Community Outreach	Expenditures	18.9M	23.4M	35.7M	60.5M	71.8M
	% of Total	2.0%	1.9%	2.8%	4.2%	4.9%
	SM Average	860K	938K	1,021K	1,552K	2,110K
	SM Count	22	25	35	39	34
	Population %	56%	59%	82%	91%	79%
Other Services and Supports	Expenditures	144.2M	126.5M	72.9M	83.3M	85.7M
	% of Total	14.9%	10.5%	5.7%	5.8%	5.8%
	SM Average	4,005K	3,163K	1,823K	2,083K	2,520K
	SM Count	36	40	40	40	34
	Population %	82%	86%	85%	92%	79%
Total	Expenditures	964.4M	1,207.4M	1,276.7M	1,448.5M	1,468.5M
	% of Total	100.0%	100.0%	100.0%	100.0%	100.0%
	SM Average	4,751K	5,390K	5,364K	5,748K	6,498K
	SM Count	41	43	44	46	44
	Population %	84%	87%	88%	96%	95%

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Definition differences obscure capacity and system performance

TRANSITIONAL AND SUPPORTIVE HOUSING ARE ESSENTIAL COMPONENTS OF ONTARIO'S HOMELESSNESS-SERVING SYSTEM, BUT BOTH FACE SIGNIFICANT INCONSISTENCIES IN DEFINITION AND OPERATIONS THAT OBSCURE THEIR ROLES AND EFFECTS.

Transitional housing is intended to provide temporary, time-limited accommodations with support services to help people move toward permanent housing. However, there is no standardized definition of transitional housing across the province. Some models resemble permanent housing with formal leases and tenancy rights, while others impose stricter timelines and programming requirements, with stays ranging from a few months to several years. These variations made it difficult to capture the true scale or function of transitional housing in the system, and complicated data collection and reporting, despite considerable efforts by service managers.

Supportive housing also lacks a universally accepted definition. Generally considered as permanent housing paired with individualized support services, its implementation varies widely across Ontario. Differences in tenancy arrangements, the intensity and type of support provided, and the populations served all contribute to an inconsistent understanding of supportive housing. Operational models range from nonprofit organizations to housing corporations to municipal partnerships. This project focused on supportive housing and associated capital and operational costs based on data collected from service managers. Supportive housing funded by the Ministry of Health and other health-related supportive housing programs were not included, but it is precisely this complexity that makes fully quantifying supportive housing across the system so challenging.

FEEDBACK FROM SERVICE MANAGERS INDICATES A CHANGE IN THE ROLE OF SUPPORTIVE HOUSING. HISTORICALLY DESIGNED TO MEET THE NEEDS OF PEOPLE WITH COMPLEX AND HIGH-ACUITY CHALLENGES, SUCH AS SEVERE MENTAL-HEALTH ISSUES OR SUBSTANCE-USE DISORDERS, MANY SUPPORTIVE HOUSING UNITS NOW SERVE CLIENTS WITH LOWER-ACUITY NEEDS.

As a result, there has been a shift—either explicitly, through eligibility criteria, or informally in practice—toward serving people with less complex needs.

While imposing rigid models that disregard local definitions and regional variability is not desirable, the looseness of current approaches has turned transitional and supportive housing into broad categories used to describe a wide range of programs with vastly different structures, goals, and service populations. This ambiguity makes it challenging to assess the system's true capacity, evaluate its effectiveness, and determine whether these models are fulfilling their intended roles in addressing homelessness. It also limits the ability to measure their success in achieving goals such as facilitating transitions to permanent housing or supporting people with complex needs.

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1.5: Housing System

ONTARIO'S HOUSING SERVICES ARE A CRITICAL PART OF THE BROADER STRATEGY TO ADDRESS HOUSING INSTABILITY AND HOMELESSNESS. THESE PROGRAMS AIM TO PROVIDE AFFORDABLE OPTIONS, CREATE PATHWAYS TO HOUSING STABILITY, AND PREVENT INDIVIDUALS AND FAMILIES FROM FALLING INTO HOMELESSNESS.

Between 2021 and 2024, key housing programs, including rent-geared-to-income (RGI) housing, affordable housing, rent supplements, and transitional and supportive housing, were widely available across most service managers. However, as demand for housing grows, the gap between need and supply is increasingly evident.

While community housing and affordable housing units have shown modest growth, Ontario's RGI housing stock is at capacity, with the waitlist exceeding the total number of available units. This strain on supply limits the system's ability to provide positive exits for people experiencing homelessness, and puts further pressure on high-cost emergency responses, such as shelter systems and transitional housing.

In 2024, service managers reported over $2.32 billion in housing-program expenditures, with the majority allocated to RGI housing. While this spending demonstrates the central role of RGI housing in supporting low-income households, gaps remain in prevention-focused investments and long-term solutions, both essential to reducing inflow into homelessness and achieving sustainable housing outcomes.

Methods and Limitations

The methods and limitations in this section of the report are largely the same as those outlined in the previous section, with the data collection and analysis processes consistent for both. These figures are based on expenditures reported by service managers, with high submission rates across programs in 2024. However, this data was not reconciled with publicly available information, such as funding announcements or budgets. As a result, discrepancies between allocations to funding and reported expenditures may exist, reflecting differences in timing and reporting for funding commitments, disbursements, and actual spending.

Further methodological details can be found in the Technical Notes section.

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Interpreting this Section

Discrepancies Between Funding Announcements and Reported Expenditures

As explained in **"Interpreting This Section" on page 63 in Section 1.4: Homelessness-Serving System,** the figures provided in this section represent expenditures reported by service managers; these differ from funding announcements or budgets. Announcements often reflect allocated or planned expenses, while service managers report actual spending, making direct comparisons inaccurate.

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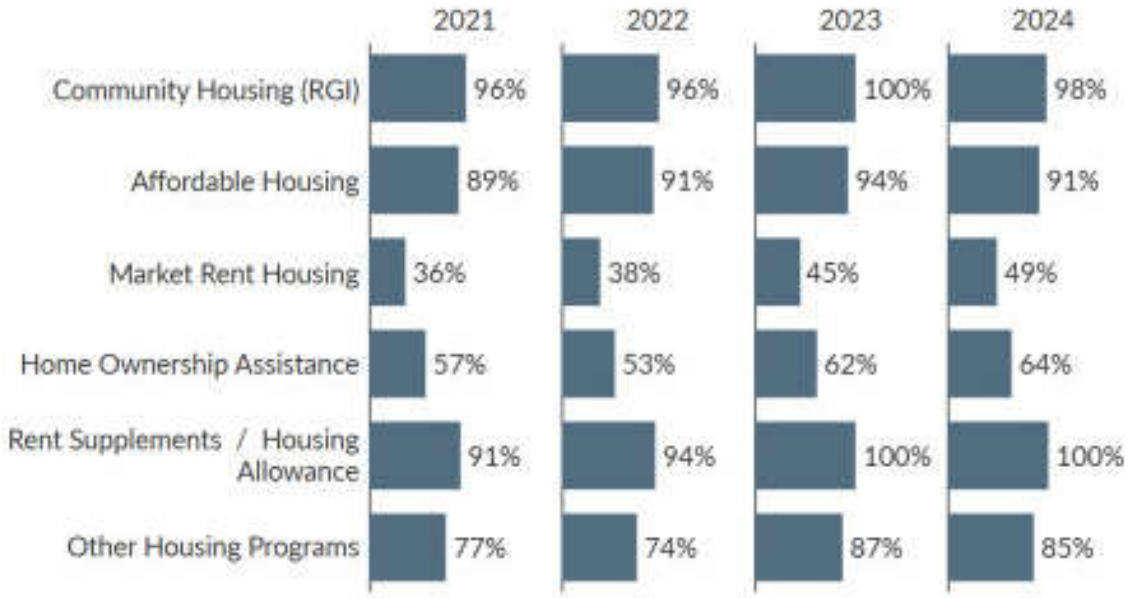
Findings

Ontario service managers expand housing programs, with universal access to rent supplements by 2024

Figure 22: Percentage of Service Managers Operating Housing Programs by Program Type, Ontario, 2021–2024



Between 2021 and 2024, service managers reported consistently high levels of availability for key housing programs in Ontario. Rent-geared-to-income (RGI) housing was reported by 98% of service managers in 2024. Affordable housing programs were also widely reported, with 91% of service managers including these.

Rent supplements and housing allowances achieved universal reporting (100%) by 2024, reflecting their central role in Ontario's housing strategy. Homeownership assistance programs were less commonly reported, but saw a steady increase, from 57% in 2021 to 64% in 2024.

Community housing and affordable housing units see modest growth, with significant expansions planned

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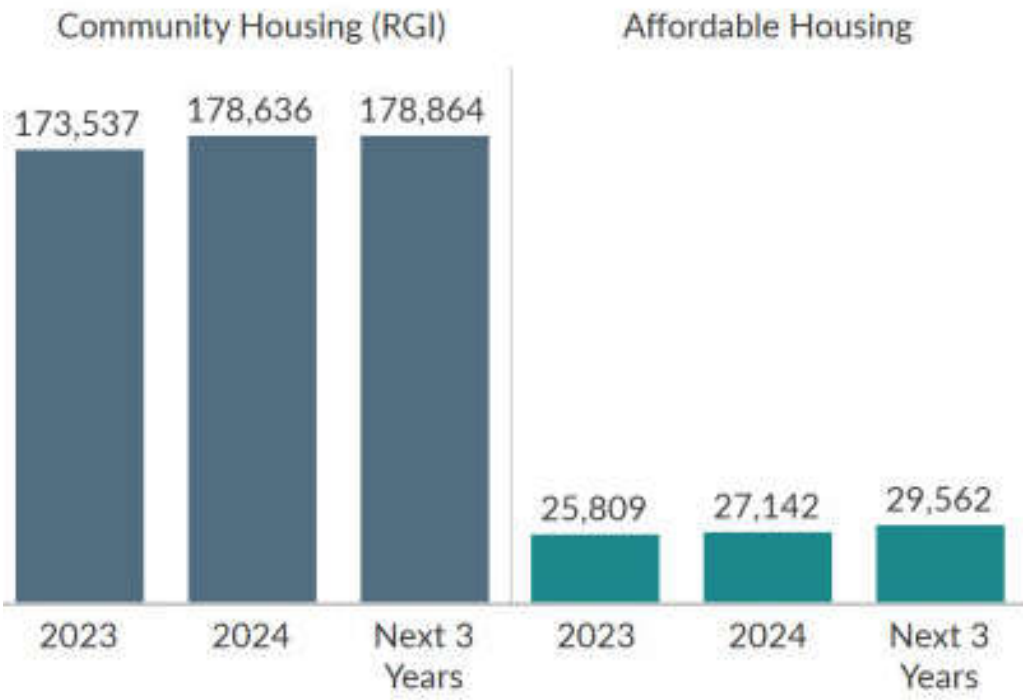
Service managers reported 178,636 units of community housing (rent-geared-to-income, RGI) and 27,142 units of affordable housing in 2024. These figures remained largely the same as in 2023, with minor variations due to differences in reporting across years. The stability in numbers demonstrates the limited progress made in addressing Ontario's housing needs.

Figure 23: Reported Housing Program Units by Program Type, Ontario, 2023–Next 3 Years



Unadjusted
Figures are presented as reported, without adjustments for missing values.

Table 16: Service Manager (SM) Submission Rates for Housing Program Units by Program Type, Ontario, 2023–Next 3 Years

		2023	2024	Next 3 Years
Community Housing (RGI)	SM Count	45	46	33
	Population %	99%	100%	46%
Affordable Housing	SM Count	43	44	31
	Population %	98%	99%	39%

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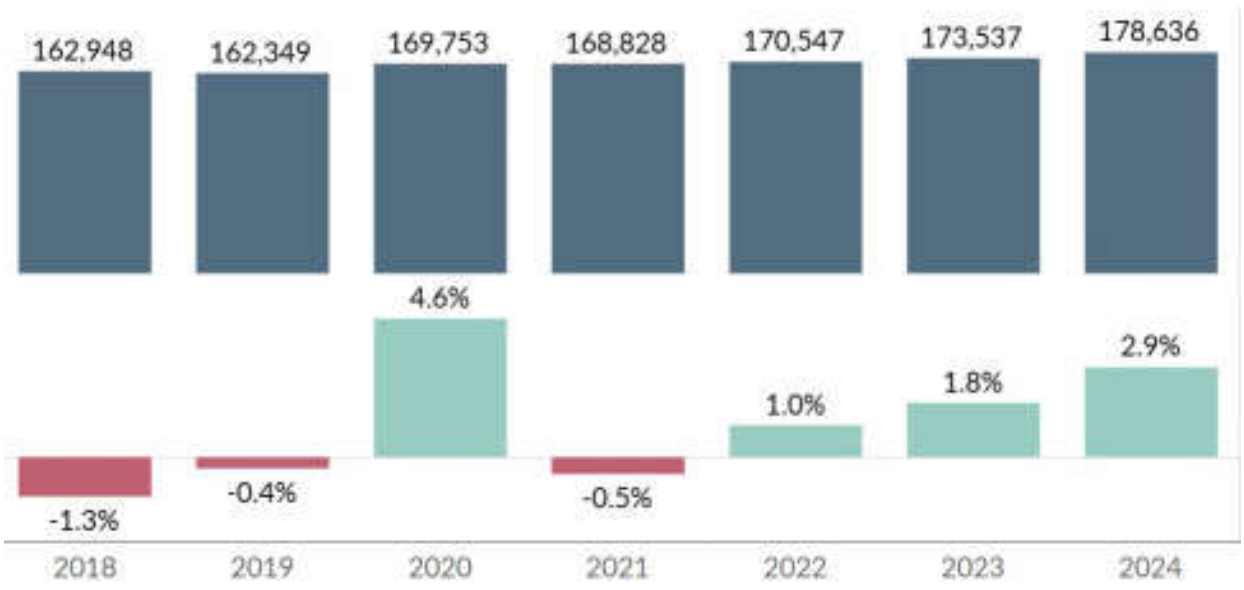
Ontario's RGI housing supply has very few vacancies, while the waitlist surpasses total available units and continues to grow slightly

Community housing (rent-geared-to-income, RGI) units in Ontario have remained largely the same in recent years. While the data shows 178,636 units in 2024, any apparent changes are largely attributable to variations in reporting rates rather than significant growth.

Figure 24: Reported Community Housing (RGI) Units and Annual Percentage Change, Ontario, 2018–2024



Unadjusted
Figures are presented as reported, without adjustments for missing values.

Table 17: Submission Rates by Service Manager (SM) for Community Housing (RGI) Units and Annual Percentage Change, Ontario, 2018–2024

	2018	2019	2020	2021	2022	2023	2024
SM Count	40	40	43	43	43	45	46
Population %	90%	90%	97%	97%	97%	99%	100%

Ontario's RGI housing system is essentially full, with an estimated waitlist of 268,241 households in 2024. This figure is adjusted from the 232,419 households reported by 43 service managers.

Adjusted
Missing values have been filled using additional research or statistical methods.

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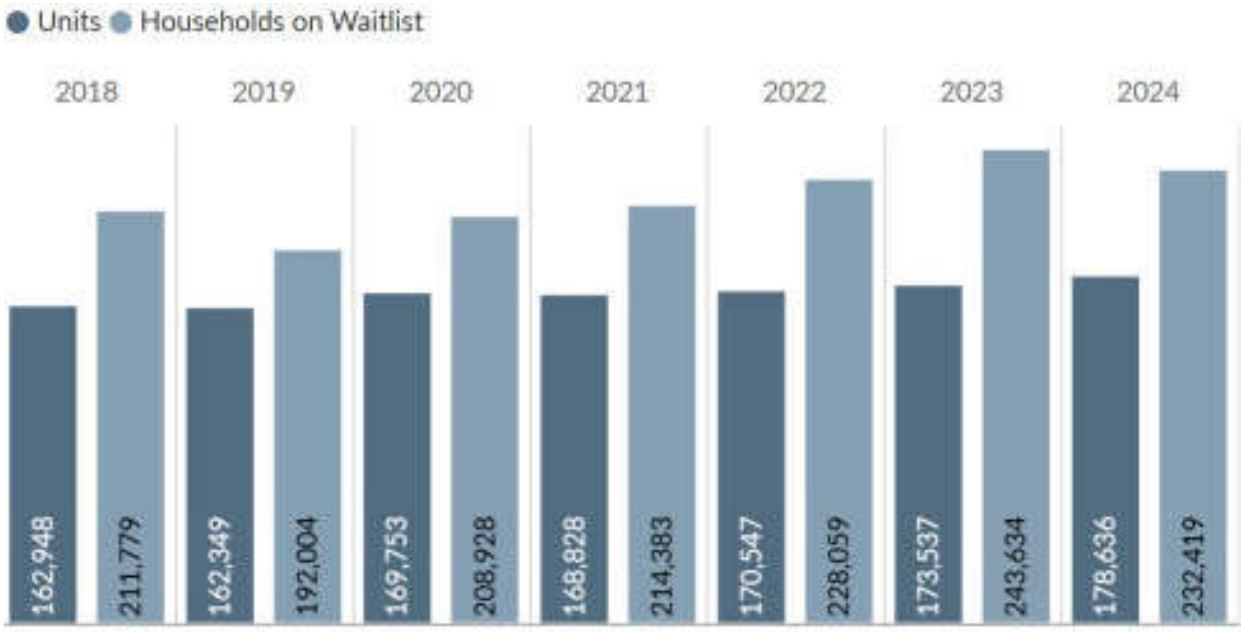
This waitlist includes people who are at various stages of housing precarity, from those struggling to maintain stable housing to those experiencing homelessness. The lack of available RGI units limits the system's ability to create positive exits for people experiencing homelessness, and reduces options for being able to house people transitioning out of the homelessness system.

Figure 25: Reported Community Housing (RGI) Units and Households on Waitlist, Ontario, 2018–2024



Unadjusted
Figures are presented as reported, without adjustments for missing values.

The reliance on an overburdened RGI system exacerbates the problem, as people who are unable to access RGI housing units are more likely to remain in the homelessness system or to require more expensive housing supports, such as emergency shelters or transitional housing. With average rents far exceeding the shelter rates provided by Ontario Works (OW) and Ontario Disability Support Program (ODSP) payments, the availability of RGI and affordable housing is essential to achieving an end to chronic homelessness.

The imbalance between supply and demand, coupled with rising affordability pressures, signals not just an ongoing stress on the RGI system, but also significant inflow into homelessness systems. Without additional capacity to absorb new demand, Ontario's housing system faces a critical risk of instability.

Community housing drives spending, but unmet demand and fewer prevention expenditures risk stress on the system

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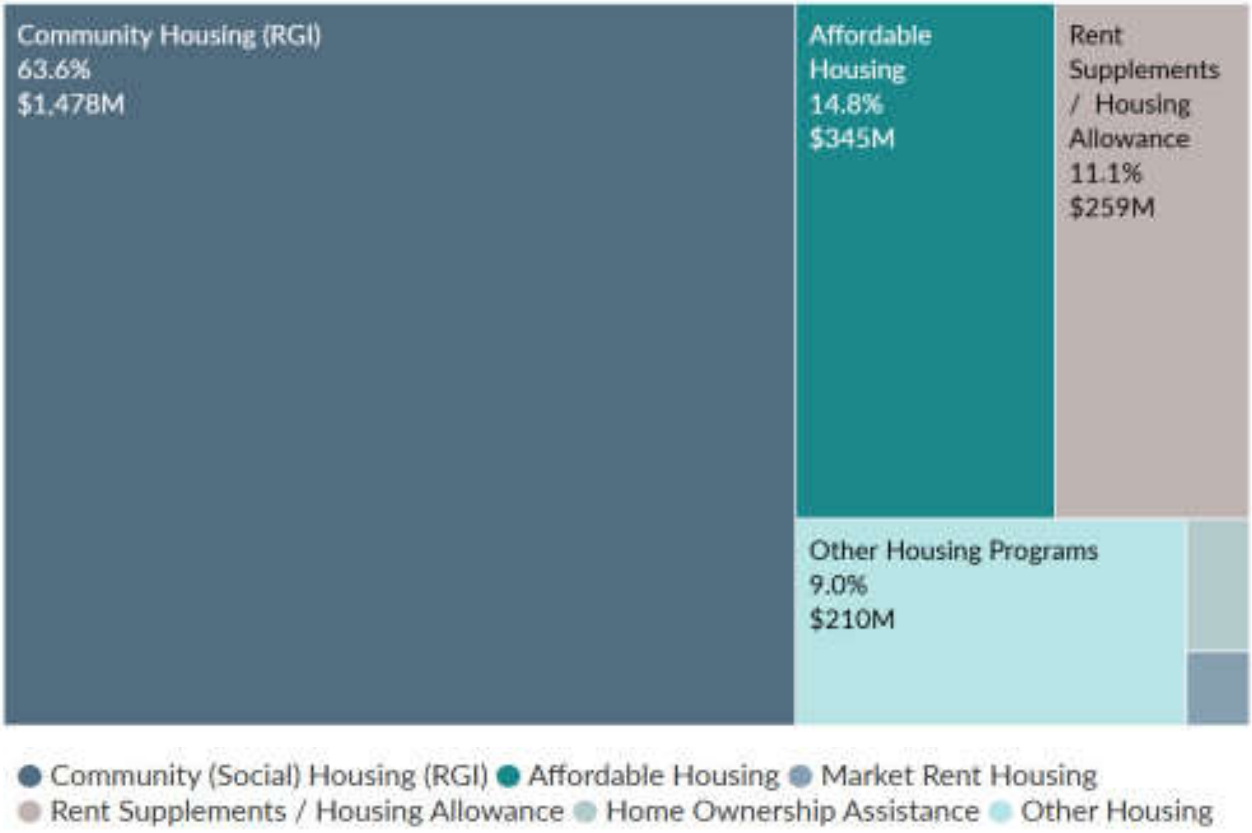
In 2024, service managers reported total housing program expenditures of $2.32 billion, with 63.6% ($1.48 billion) allocated to community housing (rent-geared-to-income, RGI), reflecting the dominant role of RGI housing in addressing affordability challenges and supporting low-income households.

Figure 26: Reported Total Housing Program Expenditures by Program Type, Ontario, 2024



Unadjusted
Figures are presented as reported, without adjustments for missing values.

Table 18: Service Manager (SM) Submission Rates for Allocation of Total Housing Program Expenditures by Program Type, Ontario, 2024

	Community Housing (RGI)	Affordable Housing	Market Rent Housing	Home Ownership Assistance	Rent Supplements / Housing Allow..	Other Housing Programs
SM Count	39	32	17	23	39	31
Population %	96%	89%	26%	50%	87%	72%

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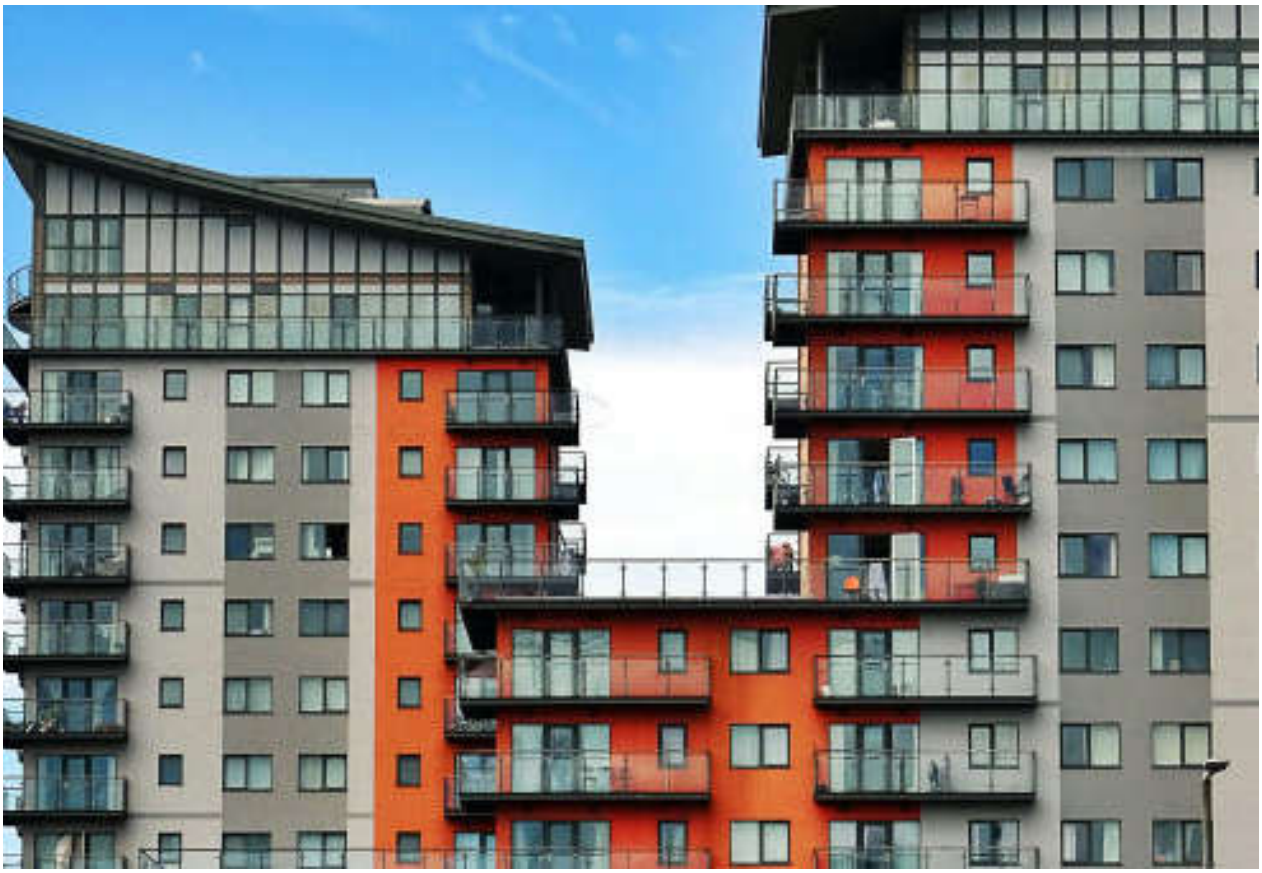
Affordable housing programs accounted for 14.8% of expenditures ($345 million), while rent supplements and housing allowances represented 11.1% ($259 million). Other housing programs made up 9.0% of spending ($210 million). The smallest portions of reported funding were allocated to market-rent housing (0.5%) and homeownership assistance (0.9%).

In contrast, service managers reported $957.7 million in emergency-shelter expenditures in 2024. Crisis response remains critically important and should not be viewed as a zero-sum game against other forms of housing investments. However, the scale of spending on emergency shelters—especially since many communities lack access to shelter beds at all—raises questions about whether current allocations meet the system's broader goals. Balancing immediate crisis needs with long-term solutions is important to reduce reliance on high-cost interventions and address the systemic roots of housing instability.



As noted previously, rent-geared-to-income housing is essential to the effective functioning of the homelessness system, but demand far outstrips supply. This imbalance significantly affects both inflow into homelessness and the ability to create positive exits out of homelessness. Additionally, without sufficient investment in prevention strategies—which are generally lower-cost interventions—both system costs and homelessness rates will continue to escalate. These challenges are explored in greater detail in **Part 3: Investing in Solutions.**

Pactima eSignature Package ID: jhL76xtRrX-y1Ul1b-fMY

Table 19: Housing Program Spending by Program Type, Ontario, 2020–2024

		2020	2021	2022	2023	2024
Community Housing (RGI)	Expenditures	693.4M	1,201.3M	1,290.6M	1,456.7M	1,477.8M
	% of Total	68.2%	73.0%	72.1%	63.0%	63.6%
	SM Average	17,779K	28,602K	31,478K	33,106K	37,893K
	SM Count	39	42	41	44	39
	Population %	74%	97%	96%	99%	96%
Affordable Housing	Expenditures	145.7M	175.5M	144.1M	372.0M	344.8M
	% of Total	14.3%	10.7%	8.1%	16.1%	14.8%
	SM Average	5,024K	5,662K	4,650K	10,627K	10,773K
	SM Count	29	31	31	35	32
	Population %	57%	81%	81%	94%	89%
Market Rent Housing	Expenditures	6.6M	9.4M	8.9M	11.4M	12.2M
	% of Total	0.7%	0.6%	0.5%	0.5%	0.5%
	SM Average	473K	585K	526K	631K	719K
	SM Count	14	16	17	18	17
	Population %	23%	25%	26%	27%	26%
Home Ownership Assistance	Expenditures	3.0M	2.4M	3.7M	13.9M	21.5M
	% of Total	0.3%	0.1%	0.2%	0.6%	0.9%
	SM Average	160K	106K	174K	556K	935K
	SM Count	19	23	21	25	23
	Population %	23%	27%	26%	58%	50%
Rent Supplements / Housing Allowance	Expenditures	97.7M	163.7M	164.9M	218.8M	258.7M
	% of Total	9.6%	10.0%	9.2%	9.5%	11.1%
	SM Average	2,642K	4,094K	4,023K	4,974K	6,634K
	SM Count	37	40	41	44	39
	Population %	63%	86%	86%	99%	87%
Other Housing Programs	Expenditures	69.7M	92.7M	178.0M	240.0M	209.9M
	% of Total	6.9%	5.6%	9.9%	10.4%	9.0%
	SM Average	2,323K	2,810K	5,564K	6,486K	6,771K
	SM Count	30	33	32	37	31
	Population %	49%	72%	71%	85%	72%
Total	Expenditures	1,016.2M	1,645.1M	1,790.3M	2,312.7M	2,324.9M
	% of Total	100.0%	100.0%	100.0%	100.0%	100.0%
	SM Average	6,049K	8,892K	9,783K	11,393K	12,845K
	SM Count	40	43	43	45	42
	Population %	74%	97%	97%	99%	97%

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1.6: Housing and Homelessness Funding

BETWEEN 2016 AND 2024, THE ESTIMATED FUNDING FOR HOUSING AND HOMELESSNESS MORE THAN DOUBLED, INCREASING FROM

$1.9 BILLION TO $4.1 BILLION.

This growth highlights a heightened recognition of the urgent need to address housing instability and homelessness across the province. However, the data also shows a significant shift in financial responsibility, with municipalities increasingly shouldering a larger share of costs, particularly for housing programs.

With Ontario's goal of ending chronic homelessness by 2030, these trends raise critical questions about the funding mix and allocation strategies that will be most effective in achieving the target. While federal investments in homelessness funding have increased significantly in recent years, municipalities remain the cornerstone of housing funding in Ontario, accounting for over 65% of housing expenditures by 2024.

Balancing funding responsibilities across all levels of government will be essential to ensure the long-term sustainability of these systems, and to achieve goals, particularly ahead of the projected significant increases in homelessness discussed in the next section.

THESE CHALLENGES WILL REQUIRE A HIGHLY COORDINATED APPROACH, BUILT ON ACCOUNTABILITY AND COLLABORATION, TO ADDRESS INCREASING NEEDS AND TO ENSURE INVESTMENTS ARE ALIGNED WITH OUTCOMES.

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Methods and Limitations

Funding data was collected from 47 service managers across Ontario to support targeted analysis of housing and homelessness programs.

DATA COLLECTION AND ESTIMATION

Missing data points were addressed by estimating funding values using year-over-year percentage changes observed in Ontario and locally. This resulted in filling gaps in approximately 16% of the dataset. This process increased total funding estimates by 18%.

CATEGORIZATION

Funding streams were categorized into “housing” and “homelessness” programs for analytical clarity. This involved aggregating specific funding sources into those two categories, which may differ from how funding is reported locally or provincially.

Key Limitations

01 **Data Reflects Actual Disbursements:** The funding reported by service managers reflects amounts received, rather than multi-year funding commitments or public announcements. This distinction means there are differences when comparing these figures to reports that show aggregated commitments over longer periods.

02 **Categorization Challenges:** Many funding streams do not differentiate between housing and homelessness programs. While categorizing funding provides analytical clarity, it may create discrepancies when comparing totals with other sources that use different reporting formats.

03 **Granularity Issues:** Service managers do not always receive detailed breakdowns of provincial or federal contributions within cost-shared programs. This lack of granularity can lead to inconsistencies between local reporting and government datasets.

04 **Scope of Analysis:** Funding streams that are indirectly related to housing or homelessness—such as social supports or infrastructure programs—were excluded from this analysis. These exclusions may result in lower total figures compared to other reports that include broader funding categories.

The analysis includes provincial transfer payments to municipal service managers, but excludes funding directed to Ontario Aboriginal Housing Services and supportive housing providers funded by the Ministry of Health.

05 **Methodological Differences:** The specific approach to collecting and normalizing funding data in this analysis may differ from other reports or publicly available information, making direct comparisons and reconciliation inaccurate.

Further methodological details can be found in the Technical Notes section.

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Interpreting this Section

Scope of Analysis

This analysis focuses exclusively on funding streams that are directly related to housing and homelessness programs, excluding broader categories like social supports or infrastructure investments. These exclusions mean that total figures presented here may appear lower than those found in reports that include additional funding areas.

Methodological Differences

The methodology used in this analysis to collect and normalize funding data differs from other publicly available reports. For example, funding streams were categorized into “housing” and “homelessness” for clarity, but many programs do not delineate allocations that way. Additionally, the data reflects reported expenditures rather than planned disbursements or multi-year funding commitments.

Given these differences, direct comparisons or reconciliation with other datasets may misrepresent the scope and context of this analysis. The figures presented here are intended to provide a targeted view of funding trends based on submissions by service managers, and should be understood within those specific parameters.

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Findings

Ontario's housing and homelessness funding grows, with municipalities playing an increasingly key role

Between 2016 and 2024, total estimated funding for housing and homelessness programs in Ontario more than doubled, rising from $1.9 billion to $4.1 billion, based on data submitted by service managers. This substantial increase reflects the growing need to address housing instability and homelessness across the province. However, the funding trends reveal notable shifts in responsibility among federal, provincial, and municipal governments, with municipalities increasingly bearing a larger share of the overall financial burden, particularly for housing programs.

Table 20: Estimated Funding by Source for Homelessness and Housing Programs ($M), Ontario, 2016–2024

		2016	2017	2018	2019	2020	2021	2022	2023	2024
Homelessness	Federal	46	56	91	141	168	217	257	381	430
	Municipal	133	163	223	239	255	250	499	325	501
	Provincial	272	283	309	333	644	825	642	706	700
	Other	1	2	17	10	14	13	12	41	4
Housing	Federal	297	314	293	241	270	387	341	400	375
	Municipal	792	838	849	923	929	1,132	1,308	1,446	1,644
	Provincial	273	314	226	179	204	282	298	312	319
	Other	92	102	102	97	132	111	132	160	189
Total		1,906	2,072	2,110	2,163	2,616	3,218	3,490	3,772	4,162

Adjusted
Missing values have been filled using additional research or statistical methods.

Table 21: Service Manager (SM) Submission Rates for Estimated Funding by Source for Homelessness and Housing Programs ($M), Ontario, 2016–2024

		2016	2017	2018	2019	2020	2021	2022	2023	2024
Homelessness	SM Count	35	37	38	39	42	44	44	47	43
	Population %	77%	78%	78%	79%	85%	88%	88%	100%	88%
Housing	SM Count	46	46	46	46	46	47	47	47	43
	Population %	80%	80%	80%	80%	80%	100%	100%	100%	88%

Homelessness program funding grew significantly after 2020, rising from $1.08 billion to $1.64 billion by 2024. Municipal contributions nearly doubled during this period, increasing from $255 million in 2020 to $501 million in 2024, while federal funding nearly doubled between 2021 and 2024, increasing by 98%. In contrast, provincial funding for homelessness peaked at $825 million in 2021, before declining to $700 million in 2024.

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Housing-program funding, which represents the bulk of total expenditures, steadily rose from $1.4 billion in 2016 to $2.5 billion in 2024. Municipalities accounted for the majority of this increase, with contributions growing by 108%, from $792 million in 2016 to $1.64 billion in 2024. By 2024, municipalities were responsible for 65.1% of all housing funding, up from 54.5% in 2016, illustrating municipalities' growing role in Ontario's housing system. Provincial funding for housing saw a modest increase during this period, while federal contributions remained smaller in scale, reflecting a slower rate of growth relative to municipal investments.

Figure 27: Funding Trends for Homelessness and Housing Programs by Source (Federal, Provincial, Municipal, Other), Ontario, 2016–2024

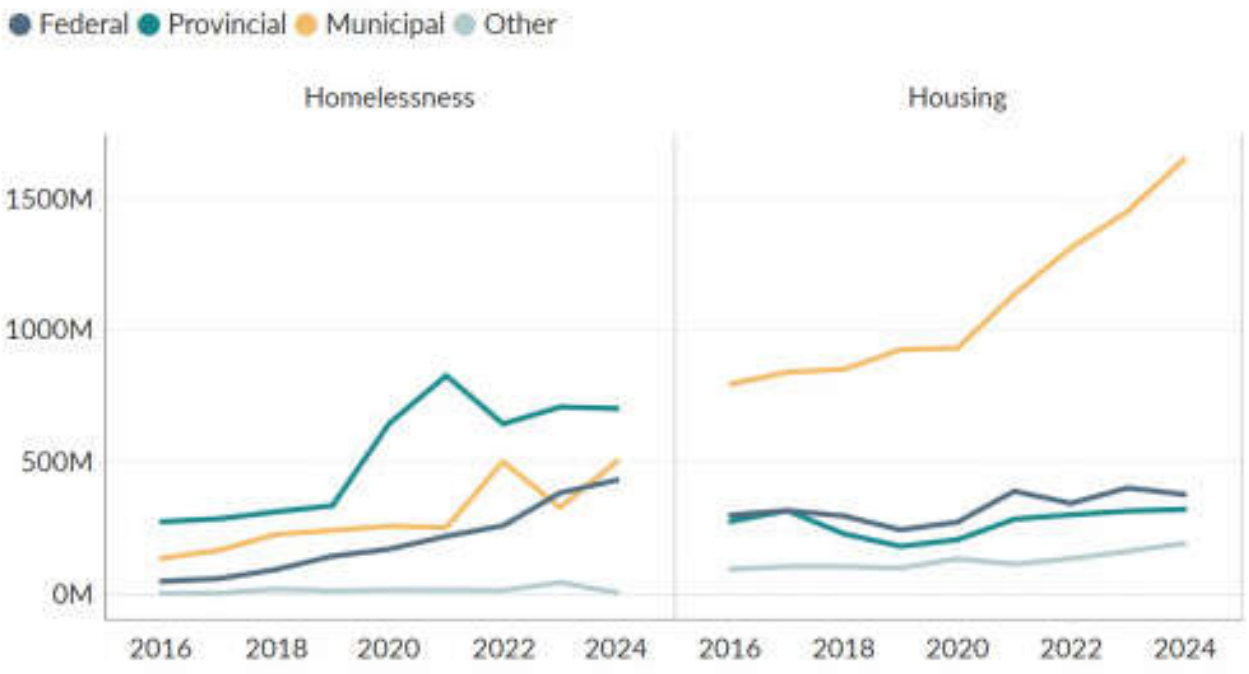

Figure 28: Percent Change in Funding for Homelessness and Housing Programs from 2021 by Source (Federal, Provincial, Municipal), Ontario, 2016–2024

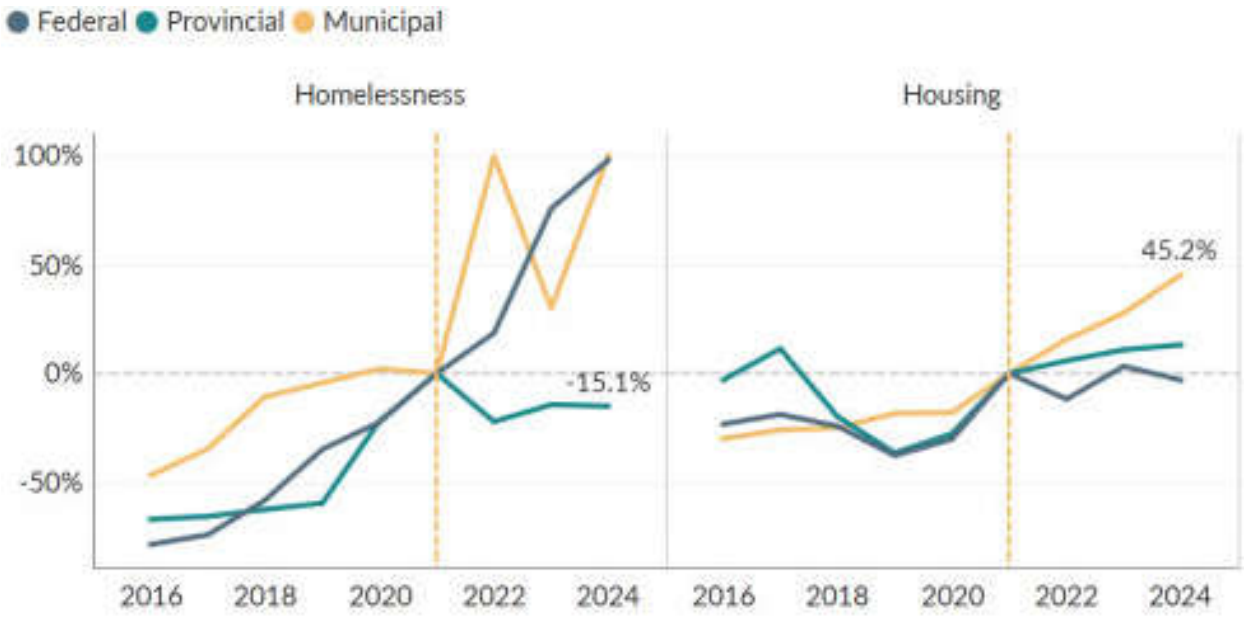

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Table 22: Percent Change in Funding for Homelessness and Housing Programs from 2021 by Source (Federal, Provincial, Municipal), Ontario, 2016–2024

Percent Change from 2021

		2016	2017	2018	2019	2020	2021	2022	2023	2024
Homelessness	Federal	46	56	91	141	168	217	257	381	430
		-78.6%	-74.2%	-58.3%	-34.9%	-22.4%	0.0%	18.5%	75.7%	98.1%
	Provincial	272	283	309	333	644	825	642	706	700
		-67.1%	-65.7%	-62.5%	-59.7%	-21.9%	0.0%	-22.2%	-14.4%	-15.1%
	Municipal	133	163	223	239	255	250	499	325	501
		-46.9%	-34.7%	-10.7%	-4.4%	2.1%	0.0%	99.6%	29.9%	100.2%
Housing	Federal	297	314	293	241	270	387	341	400	375
		-23.4%	-18.9%	-24.3%	-37.7%	-30.2%	0.0%	-11.8%	3.2%	-3.1%
	Provincial	273	314	226	179	204	282	298	312	319
		-3.1%	11.4%	-19.9%	-36.6%	-27.7%	0.0%	5.8%	10.8%	13.1%
	Municipal	792	838	849	923	929	1,132	1,308	1,446	1,644
		-30.0%	-26.0%	-25.0%	-18.4%	-18.0%	0.0%	15.6%	27.8%	45.2%

The data highlights that municipalities are not only contributing more funding overall but are also absorbing a larger share of responsibility in real terms. While federal homelessness funding has increased significantly in recent years, municipal governments continue to play a dominant role in housing funding, even as affordability pressures and system demands intensify. Without a proportional increase in provincial contributions to match growing municipal investments, the sustainability of this funding model could face significant challenges.

Figure 29: Percent of Total Program Funding by Source (Federal, Provincial, Municipal), Ontario, 2016–2024

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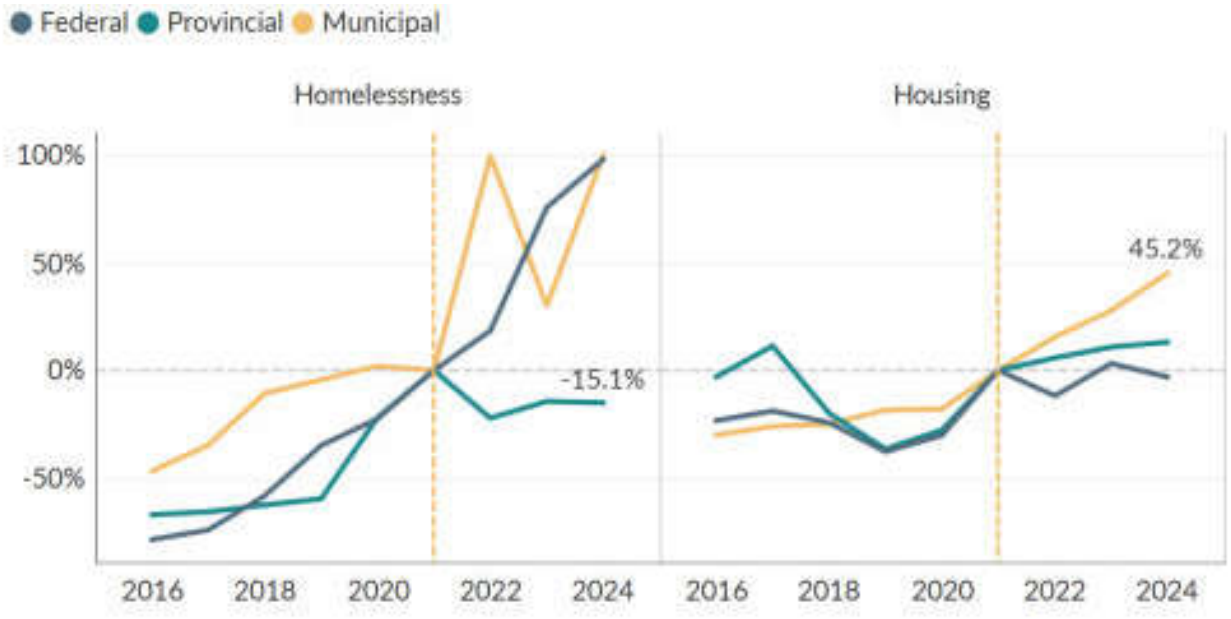
Figure 30: Percent Change in Program Funding from 2021 by Source (Federal, Provincial, Municipal), Ontario, 2016–2024



While federal homelessness funding has increased significantly in recent years, municipal governments continue to play a dominant role in housing funding

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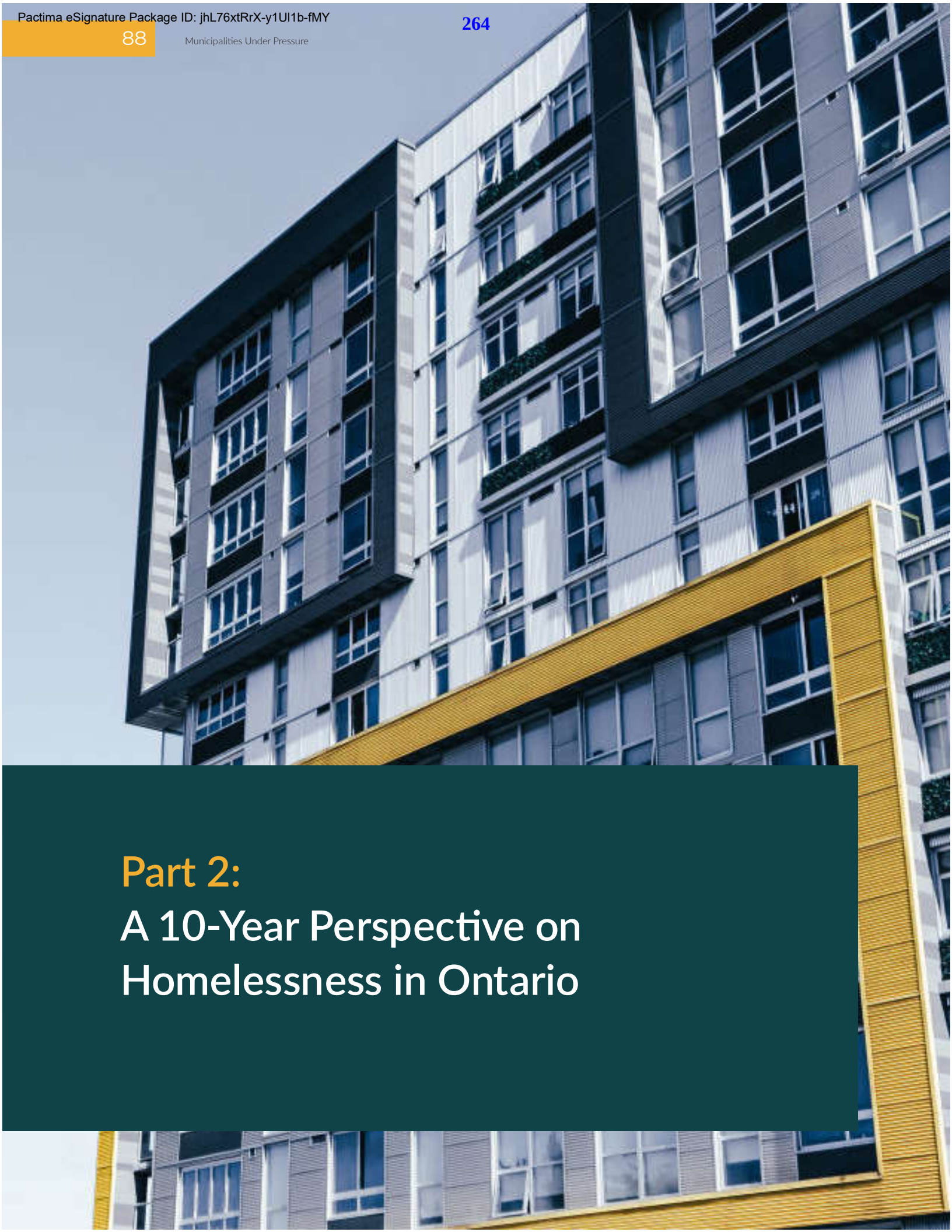

Part 2:
A 10-Year Perspective on Homelessness in Ontario

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This section provides a 10-year perspective on homelessness in Ontario, using submitted data from 47 service managers, combined with desk research and advanced statistical modelling techniques. This represents the first instance in Ontario where data directly collected by service managers has been used alongside advanced methods to model homelessness trends across the province. The analysis examines how economic and social factors—such as unemployment, income levels, and housing affordability—may shape ***known homelessness*** *over time.*

2.1: 10-Year Homelessness Projections

BUILDING ON THE FOUNDATIONAL DATA PRESENTED IN PART 1: A NEW LOOK AT ONTARIO'S HOMELESSNESS CRISIS, THIS SECTION EXPLORES HOW KEY ECONOMIC AND SOCIAL FACTORS COULD INFLUENCE HOMELESSNESS UNDER THREE SCENARIOS, WHICH WE ARE CALLING STEADY, DOWNTURN, AND UPTURN.

These projections lay the groundwork for **Part 3: Investing in Solutions,** which examines the potential effects of targeted investments across the housing and homelessness continuum.

By 2035, **known homelessness** in Ontario could range from 128,122 to 294,266 annually, depending on how economic conditions unfold. These projections underscore the significant role of economic and social factors in driving homelessness trends, offering a valuable framework for understanding potential outcomes. By exploring these scenarios, this model provides deeper insights into how shifting conditions may influence the future of homelessness across the province.

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Methods and Limitations

To understand how homelessness might change in Ontario over the next decade, we developed a statistical model that examines economic and social patterns. This model analyzes the relationships between homelessness and factors like unemployment, household income, and housing costs and availability. The model uses data from 47 service managers, applying the standardization methods and data discussed in **Part 1: A New Look at the Ontario Homelessness Crisis.** This data was combined with Census 2016 and 2021 data, HART data, and CMHC data on core housing need.

To make projections through 2035, we created three different economic scenarios—steady, downturn, and upturn. Each scenario considers how economic changes might affect factors linked to homelessness. The steady scenario assumes current trends continue, while the downturn and upturn scenarios explore what might happen if economic conditions significantly worsen or improve.

Key limitations of the methodology are described below:

01 **Scope of Analysis:** The model considers only economic and social trends. It does not account for the effect of new programs, policy changes, or funding decisions that could affect homelessness outcomes. These factors are discussed in **Part 3: Investing in Solutions.**

02 **Exclusions:** These projections are based on the data from Part 1 and reflect only **known homelessness**—people identified through service use, enumeration efforts, by-name lists, or other data-collection efforts. While the input data includes a small fraction of people experiencing hidden homelessness, that is incidental and not representative of the broader hidden homelessness population. The model is not designed to account for or project hidden homelessness, nor does it include people in provincially run shelters or those in institutional settings.

03 **Data Quality:** While the model is statistically strong (explaining 90% of historical patterns), it relies on data from 2016 to 2024, which includes the unusual circumstances of the COVID-19 pandemic. Some data points were excluded due to quality concerns or inconsistent collection methods.

04 **Regional Differences:** Ontario's northern communities and non-northern areas experience different housing-market conditions and social factors that may not be fully captured in the model's province-wide assumptions.

05 **Economic Uncertainty:** While the model explores three possible economic futures, unexpected events like global economic shocks or major policy changes could lead to different outcomes than those projected.

06 **Model Assumptions:** The model assumes relatively straightforward relationships between economic conditions and homelessness. In reality, such relationships can be both more complex and more influenced by local factors not captured in the data.

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Interpreting this Section

Scenarios

The projections present three possible economic futures and their effect on homelessness in Ontario:

- **Steady** assumes current socioeconomic trends continue, with only gradual changes in employment, income, and housing costs. This scenario provides a baseline for understanding potential homelessness trends under current conditions.
- **Downturn** represents deteriorating conditions, including rising unemployment, declining household incomes, and worsening housing affordability. This scenario helps us understand potential risks and pressures that could increase homelessness.
- **Upturn** reflects improved conditions through better employment rates, rising household incomes, and improved housing affordability. This scenario shows how positive economic changes could affect homelessness rates.

Understanding the Projections

The projections are not exact forecasts but instead a tool for understanding how homelessness might respond to changes in economic conditions. They highlight potential trends and outcomes to guide planning and policymaking.

Regional Definitions and Classifications

For this analysis, northern communities include those served by District Social Services Administration Boards and the City of Greater Sudbury. All other areas are classified as non-northern communities. **A full list is available in 1.1. People Experiencing Homelessness.**

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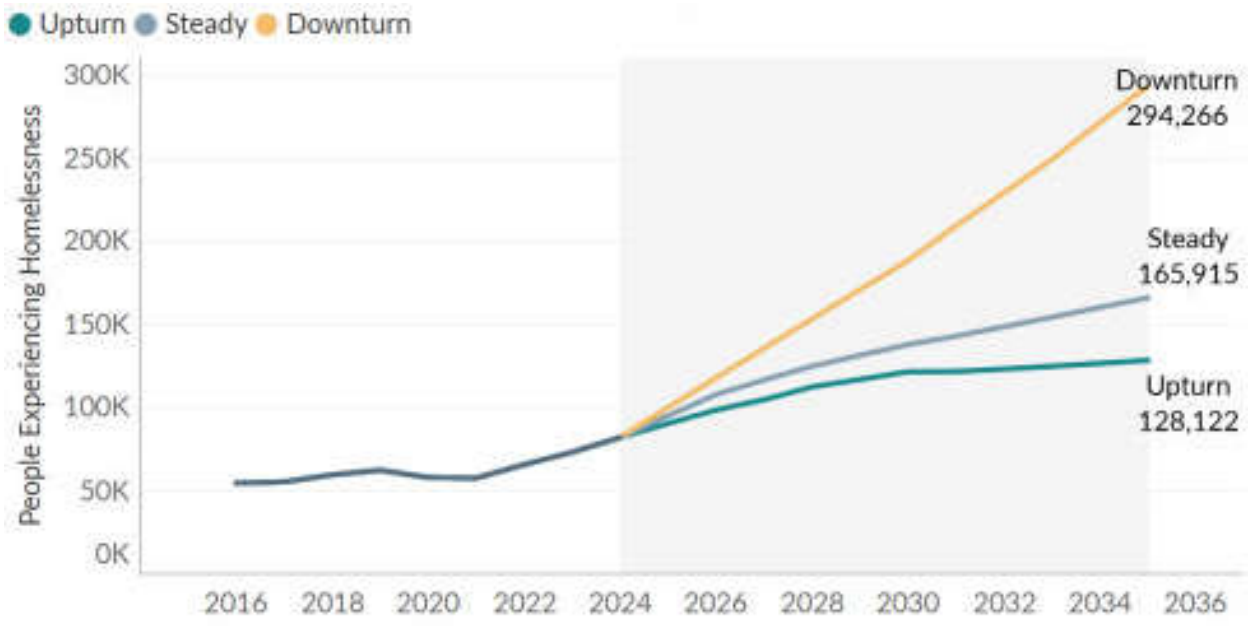
Findings

In a steady economic scenario, over 160,000 people could experience homelessness in Ontario annually by 2035

The model estimates that the number of people experiencing **known homelessness** annually in Ontario could range from 128,122 to 294,266 by 2035, depending on economic conditions.

Figure 31: Projections of People Experiencing Homelessness Under Different Scenarios, Ontario, 2016–2035



THE ESTIMATE FOR 2024 IS 81,515 PEOPLE EXPERIENCING HOMELESSNESS, A NUMBER DERIVED FROM HISTORICAL DATA COLLECTED BY SERVICE MANAGERS.

Under a steady economic scenario, which assumes the continuation of current trends, the model projects that approximately 165,915 people could experience **known homelessness** annually by 2035.

That number grows to 294,266 in a downturn scenario marked by higher unemployment, declining incomes, and worsening housing affordability. Conversely, in an upturn scenario with improvements in household incomes, employment rates, and housing affordability, the projection decreases to 128,122.

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With stable economic conditions, over 15,000 people in Northern Ontario could experience homelessness annually by 2035, while the non-northern number could exceed 150,000

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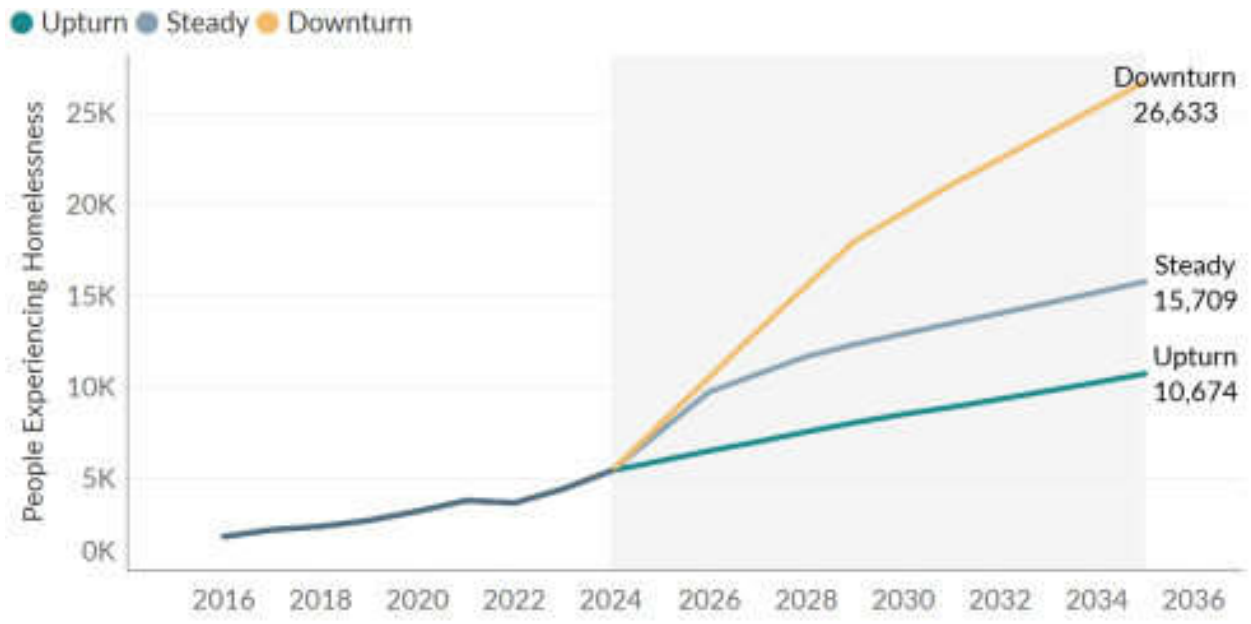
The number of people experiencing **known homelessness** annually in Northern Ontario could range from 10,674 to 26,633 by 2035, depending on economic conditions. The estimate for 2024 is 5,377 people, derived from historical data collected by District Social Services Administration Boards. Under a steady economic scenario, which assumes the continuation of current trends, the model projects that approximately 15,709 people could experience **known homelessness** annually by 2035.

Figure 32: Projections of Number of People Experiencing Homelessness in Northern Ontario Under Different Scenarios, 2016–2035



This number rises to 26,633 in a downturn scenario marked by higher unemployment, declining incomes, and worsening housing affordability. Conversely, in an upturn scenario with improvements in household incomes, employment rates, and housing affordability, the projection decreases to 10,674.

Depending on economic conditions, the estimated number of people experiencing **known homelessness** annually in non-northern regions could range from 117,448 to 267,633 by 2035. Under a steady economic scenario, which assumes the continuation of current trends, the model projects that approximately 267,633 people could experience **known homelessness** annually by 2035.

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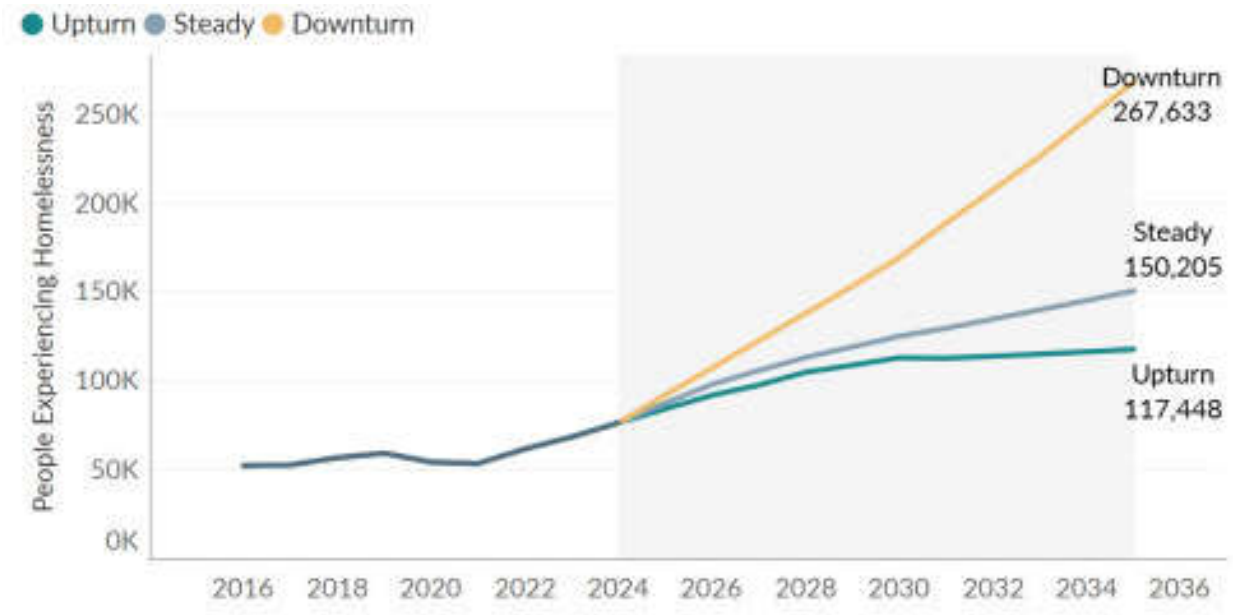
Figure 33: Projections of Number of People Experiencing Homelessness in Non-northern Regions of Ontario Under Different Scenarios, 2016–2035



This number rises to 267,633 in a downturn scenario marked by higher unemployment, declining incomes, and worsening housing affordability. Conversely, in an upturn scenario with improvements in household incomes, employment rates, and housing affordability, the projection decreases to 117,448.

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Part 3:
Investing in Solutions

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Scenario modelling is a tool used to explore potential outcomes based on specific investments or interventions. Unlike predictive modelling, which forecasts what will likely happen, scenario modelling examines what could happen under different assumptions or targeted actions. This approach helps governments, communities, and decision-makers understand the potential effects of specific strategies, identify gaps, and weigh options for achieving desired outcomes.

There is no single answer to addressing homelessness and housing instability. The scenarios presented here propose a recommended mix of interventions designed to deliver sustainable long-term solutions. Two scenarios are explored: the first examines what is needed to achieve an end to chronic homelessness to functional zero over a decade, while the second focuses on preventing and solving encampments through immediate action.

Rather than prescribing detailed actions for individual communities, these scenarios explore a systems-level framework for understanding the overall mix of resources, programs, and investments that could be needed. Costs, program combinations, and implementation strategies will vary, and must be adapted to local circumstances.

3.1: Scenario 1, Modelling an End to Chronic Homelessness

THIS SCENARIO CONSIDERS WHAT IT WOULD TAKE FOR ONTARIO TO REACH FUNCTIONAL ZERO HOMELESSNESS ACCORDING TO THE "BUILT FOR ZERO" MODEL DEVELOPED BY THE CANADIAN ALLIANCE TO END HOMELESSNESS.

Under this model, ending homelessness does not mean homelessness never occurs; instead, it means the systems in place respond quickly and effectively, making homelessness rare, brief, and non-recurring. In other words, the network of supports—to address structural challenges like income security and health—achieves a state of dynamic equilibrium, or "stasis,"[5] whereby the system balances needs and resources, preventing prolonged housing instability.

Reaching this level of stability requires a robust social infrastructure and dedicated resources capable of addressing a wide range of housing challenges. From people sleeping in public spaces to those facing complex mental-health conditions, the response system must be flexible, coordinated, and able to adapt to diverse circumstances. By ensuring that unsafe or temporary living situations occur much less often and then are quickly resolved when they do occur, the homelessness-serving system is able to ensure homelessness remains manageable, short-lived, and exceptionally rare.

This scenario focuses on leveraging and enhancing the current system to address the full spectrum of homelessness, from low acuity to high acuity. It emphasizes expanding the supply of supportive and affordable housing, strengthening housing-focused case management, and scaling prevention and diversion programs to reduce the inflow into homelessness. Such an interconnected approach ensures that people receive the right support at the right time, preventing prolonged shelter stays or returns to homelessness.

This scenario assumes that the current homelessness-response system can adapt, evolve, and—fundamental to any systems change—improve, to build on existing investments in housing and homelessness programs, while addressing critical gaps to create a system that aligns supply with demand. This approach seeks to deliver housing stability and long-term sustainability by optimizing what already exists, without requiring a complete overhaul of Ontario's homelessness response.

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Methods and Limitations

To model the investments required to end chronic homelessness in Ontario, Scenario 1 uses data collected from Ontario's 47 service managers. This data forms the foundation of the projections, representing the ecosystems that service managers can observe and influence. While homelessness is inherently complex and interconnected with broader systems, this model focuses specifically on what can be achieved within the housing and homelessness sectors as represented by service managers' data. Data from parts 1 and 2 serve as starting points for this projection.

Key limitations of the methodology are desribed below:

01 **Definitions and Costs:** What is modelled here reflects housing and homelessness programs run through service managers. It does not include all types of supportive housing, such as health-run programs addressing the highest acuity of needs with intensive medical care, a significant gap in the current system. Therefore, these numbers may differ from other estimates of what is required, which might follow a more expansive definition of supports, particularly supportive housing.

02 **Cost Variations:** The operating and capital cost averages used in this model were derived from data reported by service managers. Because this modelling focuses on the programs and costs administered by service managers, those costs may not reflect the full spectrum of needs and expenditures for additional programs.

03 **Regional Variations:** Province-wide averages for costs and needs were used as a starting point, but they do not reflect the substantial regional differences in service delivery and costs. Using the province-wide averages as benchmarks for funding to be allocated to specific service managers would be inappropriate and potentially misleading.

04 **System Optimization Assumptions:** Scenario 1 assumes a better-functioning and more optimized system, including necessary investments in health, justice, education, and prevention systems, as well as relatively low negative exit rates, defined as better housing retention.

05 **Placement Assumptions:** The model presumes that people are matched to the right spaces for their needs—an ideal scenario where, for example, someone who requires supportive housing is not placed in a high-cost long-term care facility due to lack of alternatives. However, this assumption does not reflect the current realities of the system, where mismatches often occur due to resource constraints.

06 **Data Standardization:** Projections rely on data provided by service managers, which may include inconsistencies or gaps due to variations in data-collection methods. This challenge was compounded by the need to standardize data across 47 service managers with differing definitions, capacities, and resources.

07 **Economic and Policy Uncertainty**: Projections do not account for unforeseen challenges, such as economic downturns, emerging drug crises, or significant shifts in policy or funding that could affect homelessness outcomes.

Further methodological details can be found in the Technical Notes section.

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Interpreting this Section

Net New Spaces

The projections estimate the number of additional spaces needed to achieve functional zero for chronic homelessness. These net new spaces are based on assumptions about current capacity and the investments required to stabilize the system and address unmet needs.

Over time, as homelessness prevention efforts expand and positive exit rates increase, the need for certain crisis responses is expected to decline. This will allow the system to shift resources strategically, focusing on long-term housing stability rather than emergency measures.

Inflows and Outflows

Achieving functional zero means addressing both the inflows of people entering homelessness and the outflows of people successfully transitioning into stable housing. That balance ensures that homelessness is rare, brief, and non-recurring.

Housing Choice

Although not explicitly modelled, individual choice in housing placement is critical. Ensuring that people are matched with housing that meets their specific needs is essential for long-term stability and success.

Understanding the Projections

The projections are not precise forecasts, but rather a means for exploring how specific investments could stabilize and improve the housing and homelessness system. They highlight opportunities for progress, while acknowledging systemic challenges.

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Findings

$11 billion over 10 years to end chronic homelessness

Achieving functional zero homelessness in Ontario through an optimized and scaled homelessness-serving system requires significant and targeted investments. These investments fall into two main categories: operational expenses and capital expenses. Together, they reflect the resources needed to expand capacity, address critical gaps, and align the system with the needs of people experiencing homelessness.

To achieve functional zero, inflows into homelessness must be decreased. This scenario addresses both current and future chronic homelessness through substantial investment in affordable housing and prevention, while also managing the need to support outflow from homelessness.

Operational Expenses

Operational expenses include the ongoing funding required for solutions, including supportive housing, case management, prevention programs, and rent assistance. Over 10 years, these costs are estimated at $3.3 billion, or approximately $329 million annually.

This funding is in addition to the current $4.1 billion reported annually by service managers for existing homelessness and housing programs.

Operational expenses prioritize expanding the programs that have the greatest effect on long-term housing stability, as described below.

SUPPORTIVE HOUSING

$165 million over 10 years, so that people with high needs receive housing paired with wraparound services.

TRANSITIONAL HOUSING

$90 million over 10 years, providing short-term support for people transitioning from homelessness.

HOUSING AND CASE MANAGEMENT

$231 million over 10 years, supporting people with moderate needs through intensive case management.

PREVENTION/DIVERSION PROGRAMS

$17.5 million over 10 years, reducing inflow into homelessness through early intervention.

RENT ASSISTANCE

$1.25 billion over 10 years, to support securing and maintaining housing through subsidies.

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Capital Expenses

Capital expenses represent the funding required to build and develop new housing infrastructure. Over 10 years, the total capital investment needed is estimated at $7.7 billion. Most of that investment—$7.4 billion—is allocated to subsidized housing, which reflects the scale of the affordable-housing shortage in Ontario.

Other capital investments focus on addressing specific program needs.

SUPPORTIVE HOUSING

$250 million, creating 1,000 net new spaces for people with high-acuity needs.

TRANSITIONAL HOUSING

$60 million, supporting shorter-term housing solutions and 600 net new units.

Balancing Investments

This approach balances infrastructure development with program delivery. Capital investments ensure the availability of physical spaces, while operational funding supports the services required to make those spaces effective. For example, subsidized housing requires building units and ongoing rent subsidies to ensure affordability for renters.

The Bottom Line

The combined investments total $11.0 billion over 10 years, including $7.7 billion allocated to capital expenses and $3.3 billion for operational expenses, while assuming the continuation of current annual investments totalling $4.1 billion. Though these costs are substantial, they reflect the urgency of the housing crisis in Ontario. As noted in Part 1, there are currently 232,419 households on the waitlist for community housing, with a median wait time of five years. In addition, projections indicate that more than 165,000 people could be experiencing homelessness by 2035.

Nearly $1 billion annually ($957.7 million) is spent on emergency shelters, a necessary system component that neither prevents inflow into homelessness nor facilitates long-term outflow. This functional limitation contributes to the increasing proportion of chronic homelessness within overall homelessness rates.

INVESTING IN HOUSING AND PREVENTION MEASURES ADDRESSES THE IMMEDIATE CRISIS. IT REDUCES LONG-TERM COSTS BY MINIMIZING RELIANCE ON EMERGENCY SHELTERS AND ALLEVIATING HEALTHCARE, JUSTICE, AND OTHER PRESSURES ON SOCIAL SYSTEMS.

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Capacity Expansion and Acuity Alignment

With the investments outlined above, and acknowledging that both capital and operational costs vary significantly across the province due to regional differences, inconsistent definitions, and local operational practices, this scenario estimates the addition of 75,050 net new unit and caseload spaces over the next 10 years. These new spaces are designed to address critical gaps and to better align resources to the needs of people experiencing homelessness.

This modelling approach emphasizes the need for a significant expansion in affordable housing, while maintaining essential crisis response capacities like emergency shelters and outreach supports. Over time, strategic repurposing of transitional or emergency facilities will allow the system to adapt to changing population needs and housing-market pressures.

Net New Capacity

The proposed capacity expansion focuses on several key program types.

AFFORDABLE HOUSING

An additional 40,000 spaces will address the critical shortfall in affordable housing. This program is particularly effective for low- and moderate-acuity needs for people who require minimal supports and need long-term stability.

RENT ASSISTANCE

Adding 32,000 subsidies will help at-risk households secure or maintain housing in the private rental market, providing a crucial buffer against homelessness.

SUPPORTIVE HOUSING

With 1,000 new spaces, this program targets people with high-acuity requirements who need intensive support, combining permanent housing with wraparound services to ensure long-term success.

HOUSING AND CASE MANAGEMENT

The addition of 1,000 new spaces will allow support for people with moderate needs through intensive case management.

TRANSITIONAL HOUSING

The addition of 600 spaces will provide short-term accommodations for people in crisis, helping them transition into permanent housing solutions.

PREVENTION AND DIVERSION PROGRAMS

An additional 450 spaces will be dedicated to early intervention efforts, reducing inflow into homelessness through targeted support.

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Acuity Alignment

The capacity expansion has been designed to match the diverse acuity levels of people experiencing homelessness.

HIGH ACUITY

For people with the most complex and ongoing needs, such as chronic health conditions or severe mental-health challenges, programs like supportive housing and intensive case management are prioritized.

MODERATE ACUITY

For those who require temporary or moderate support, transitional housing, rent assistance, and moderate-intensity case management programs are key interventions.

LOW ACUITY

For people with minimal support needs, subsidized housing and prevention/diversion programs offer stable housing solutions without intensive services that are not required.

Addressing System Bottlenecks

Emergency shelters and outreach programs remain critical components of the homelessness-response system. These services provide essential crisis intervention, stabilize people during acute crises, and connect them to broader resources. However, the current system relies too heavily on emergency shelters, with many people unable to exit due to a lack of appropriate long-term housing options. This reliance stretches shelter capacity and drives increases in unsheltered homelessness.

This scenario emphasizes the importance of creating spaces where people can exit to stable housing, helping to prevent prolonged stays in shelters and encampments. The approach aims to reduce reliance on shelters over time by expanding housing options for people across acuity levels. While crisis response will remain an essential part of the system and may even require temporary short-term expansion, the ultimate solution rests in ensuring adequate and appropriate spaces for people to transition out of homelessness.

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Integration into Broader Systems

Building capacity is critical, but it is not enough to achieve long-term success in reducing homelessness. Without substantial investments in direct service provision—particularly in substance use and mental health supports within the healthcare system—the true gains from the recommended $11-billion investment in housing and homelessness programs will not be fully realized. Minimizing negative exits and ensuring people do not cycle back into the system requires a coordinated, multi-system effort that addresses the broader social determinants of homelessness.

Expanding housing capacity is a critical step toward addressing homelessness. Still, it must be paired with broader optimization and alignment efforts across critical systems, including health, justice, immigration settlement, education, and poverty reduction/financial support. Housing and homelessness responses depend on these complementary systems to create pathways for long-term stability and reduce the inflow into homelessness.

The optimization scenario in the model recommends improvements in the following:

HEALTH SYSTEM

Investments in addiction treatment, detox programs, primary care, and preventative health measures are essential to supporting people as they transition out of homelessness and maintain housing stability.

JUSTICE SYSTEM

The development of diversion courts, community safety initiatives, and crime prevention strategies reduces the overrepresentation of justice-involved people in homelessness and creates better reintegration pathways.

IMMIGRATION & SETTLEMENT SYSTEMS

Targeted support for newcomers and refugees mitigates the risks that can lead to homelessness, ensuring alignment between housing responses and settlement services.

EDUCATION SYSTEM

Early prevention through community education and outreach addresses the root causes of poverty and homelessness, helping individuals and families before they face housing crises.

FINANCIAL SUPPORT SYSTEMS

Poverty reduction initiatives and income stabilization programs are critical to preventing at-risk populations from entering homelessness in the first place.

WHILE HOUSING-FOCUSED SOLUTIONS ARE CENTRAL TO THIS MODEL, THEY DEPEND ON A COHESIVE, MULTI-SYSTEM EFFORT TO ADDRESS IMMEDIATE AND SYSTEMIC NEEDS.

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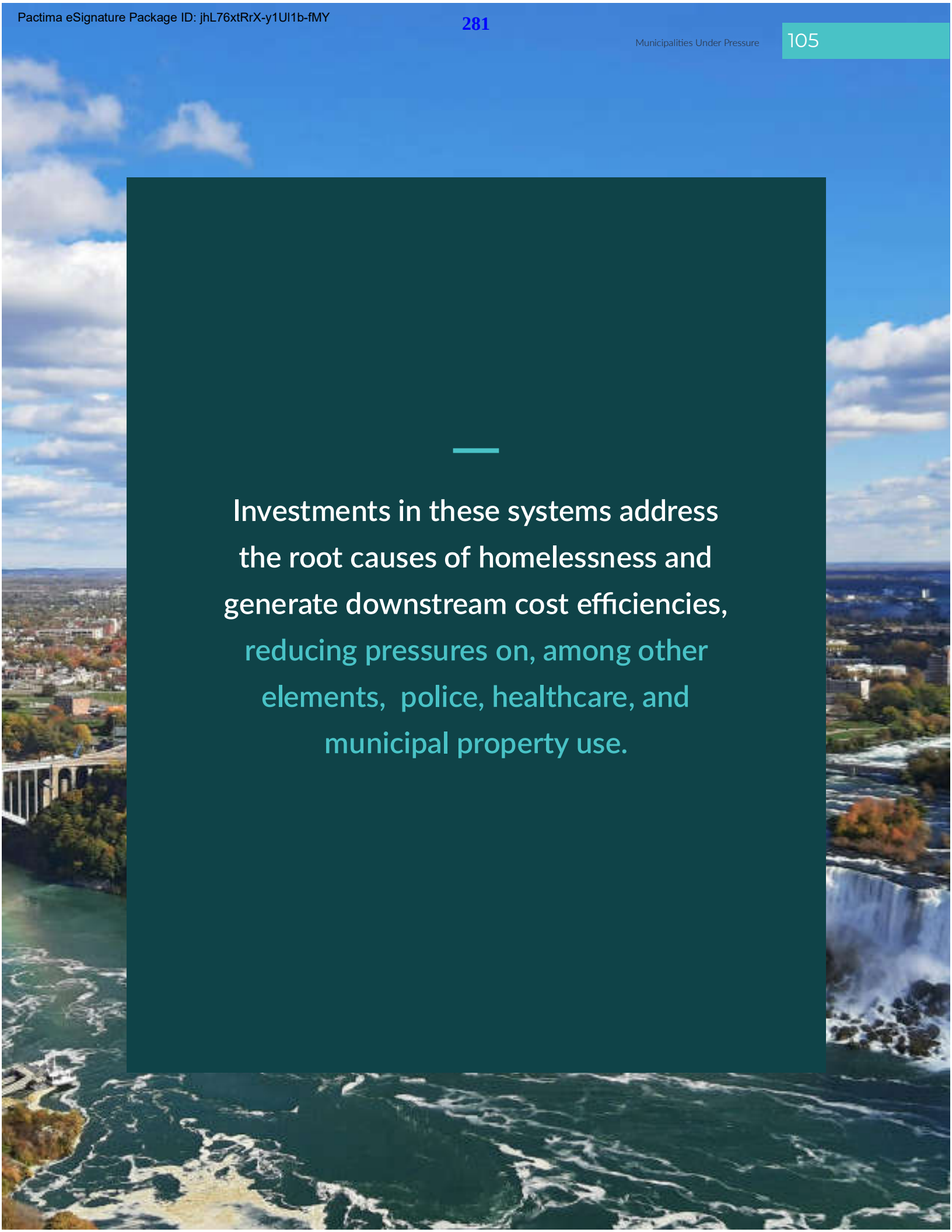

Investments in these systems address the root causes of homelessness and generate downstream cost efficiencies, reducing pressures on, among other elements, police, healthcare, and municipal property use.

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3.2: Scenario 2, Modelling a $2 Billion Investment

THIS SCENARIO MODELS HOW A TARGETED $2 BILLION INVESTMENT COULD ADDRESS ONE OF ONTARIO'S MOST VISIBLE AND PRESSING CHALLENGES: ENCAMPMENTS.

Encampments reflect complex systemic issues, and the number of people residing in them varies widely due to challenges in enumeration. Definitional inconsistencies—whether counting tents, individuals, or sites—make data unreliable. Encampments range significantly in size, from small clusters to larger settlements of 50 or more people. Their transient nature, combined with shifting policies on sanctioned or unsanctioned sites, further complicates modelling efforts. Despite discrepancies in estimating the number of people living in encampments, the evidence is sufficient to show that addressing encampments requires urgent and immediate action.

The reasons people reside in encampments are diverse and intersecting. While some people require intensive supports, others face barriers stemming from housing affordability, accessibility, or gaps in prevention systems. People reside in encampments for many reasons, including barriers to accessing shelters, such as restrictive policies, safety concerns, or the lack of accommodations for families or pets. For some, these barriers are compounded by discrimination or systemic inequities, including those based on race, indigeneity, gender, sexuality, or other identities. Others face challenges stemming from substance use, mental health issues, or prior bans from shelters.

THIS SCENARIO FOCUSES ON HOUSING AND SUPPORT SOLUTIONS THAT DELIVER URGENT AND IMMEDIATE ACTION WHILE ENSURING LONG-TERM, SUSTAINABLE OUTCOMES. IT EMPHASIZES INTERVENTIONS THAT STABILIZE PEOPLE QUICKLY, ADDRESS ROOT CAUSES, AND CREATE PATHWAYS OUT OF ENCAMPMENTS TO PREVENT RECURRENCE—NOT SIMPLY TEMPORARY SOLUTIONS.

Methods and Limitations

This scenario shares the same methodological limitations as Scenario 1, including its reliance on programs funded by service managers, a narrow definition of supportive housing programs run through the housing and homelessness system, cost variations, assumptions about system optimization, and the use of province-wide averages, which should not be used as benchmarks for individual service managers or regions.

Additionally, Scenario 2 is constrained by inconsistent and incomplete data on the number of people living in encampments, how these populations fluctuate throughout the year, and the current state of encampments.

Further methodological details can be found in the Technical Notes section.

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Interpreting this Section

Differences Between Scenario 1 and Scenario 2

Scenario 2 is distinct from Scenario 1 in both principle and purpose. While Scenario 1 models what is required to end chronic homelessness over 10 years, Scenario 2 focuses on immediate action to address the significant and visible challenge of encampments within a shorter timeframe. Scenario 2 models a $2-billion investment to be deployed over three years, with ongoing operational support for housing continuing for an additional five years, for a total of eight years.

Scenarios 1 and 2 represent fundamentally different approaches to addressing homelessness. Scenario 1 focuses on achieving a specific outcome—ending chronic homelessness—over a 10-year period, while Scenario 2 models the effects of a $2-billion investment aimed at addressing the immediate and urgent issue of encampments. These scenarios address different aspects of the broader homelessness crisis and are not directly comparable or additive.

Sustaining Support for Immediate Action

Scenario 2 prioritizes immediate action to address the urgent needs of people currently living in encampments, many of whom face significant harm and lack access to safe, stable housing. The investment modelled here focuses on capital and operating expenses for the first three years to address the immediate crisis, with an additional five years of continued operating support to ensure the investments made during the initial period are sustained.

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Findings

A $2-billion investment toward preventing and solving encampments

Encampments and unsheltered homelessness are among Ontario's most pressing and visible challenges, requiring fast, decisive, and coordinated action. Scenario modelling was designed around a fixed $2 billion investment; however, the final modelled amount came to $2.017 billion, which allowed for the creation of 5,700 net new housing and support spaces. These spaces would provide immediate capacity to stabilize people, reduce the instability caused by encampments, and prevent their recurrence or displacement. This approach aims to improve safety and wellbeing for both individuals and communities.

While focusing solely on encampments misses a broader opportunity to address homelessness sustainably as a whole, this approach does enable immediate, measurable progress. The first three years of this investment could stabilize housing for approximately 8,443 people, representing 10.4% of the total estimated known homeless population for 2024 (81,515 people) referenced in Part 1. Over the implementation period, these spaces are expected to result in 27,812 service interactions over eight years, as a measure of how many times spaces or supports are actively accessed. This reflects the dynamic nature of the system, as people move in and out of homelessness and may access more than one type of support, rather than representing unique individuals.

Net New Capacity

This model presupposes the creation of 5,700 net new spaces, designed to address diverse needs across the homelessness system. While many encampment residents could benefit from high-acuity supports, others could be effectively supported through medium- or low-acuity housing solutions. At a local level, these spaces must be tailored to address specific needs, varying in design based on the populations they serve. Understanding who resides in encampments, why they are there, and potential barriers to accessing existing crisis responses is essential for ensuring these spaces are effective.

For example, if data shows that youth are overrepresented in encampments, gender-specific transitional housing programs could divert young people from these settings. Similarly, culturally safe Indigenous-led supportive housing could meet the needs of Indigenous populations, while specialized housing may be required for people dealing with the long-term effects of substance use or brain injuries. Tailored approaches like these are critical to addressing the most significant barriers to stability.

THE LONGER PEOPLE EXPERIENCE HOMELESSNESS, THE MORE LIKELY THEY ARE TO DEVELOP HIGHER NEEDS, UNDERSCORING THE NEED FOR IMMEDIATE AND COORDINATED ACTION TO STABILIZE PEOPLE'S CIRCUMSTANCES AND ADDRESS SYSTEMIC DRIVERS OF ENCAMPMENTS.

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Table 23: Net New Spaces and Service Interactions by Program Type, 3-Year and 8-Year Totals

Program Type	Net New Spaces (3 Years)	Service Interactions (8 Years)
Supportive Housing	3,000	6,240
Transitional Housing	600	3,480
Housing and Case Management	600	1,302
Prevention/Diversion	1,000	15,625
Rent Assistance	500	1,165
Total	**5,700**	**27,812**

Capital Expenses

Capital costs represent the funding required to build and develop new housing infrastructure. Over three years, the total capital investment is estimated at **$810 million,** which focuses on constructing net new supportive and transitional housing units.

SUPPORTIVE HOUSING

$750 million, creating 3,000 net new spaces for people with high-acuity needs.

TRANSITIONAL HOUSING

$60 million, supporting shorter-term housing solutions with 600 net new spaces.

These investments are critical to rapidly increasing the system's capacity to address the immediate need for housing and stabilization options.

Supportive Housing

As noted in the Methods and Limitations sections for Scenarios 1 and 2, supportive housing is a broad term used to describe a wide range of housing programs that provide various levels of support and intervention. These programs may differ significantly in their purpose, intensity, and funding models. For example, some supportive housing programs involve lighter-touch interventions managed by housing and homelessness teams, while others provide intensive health supports, funded through the Ministry of Health, and resemble long-term care facilities in their complexity.

In this scenario, an annual operating cost of $40,000 per unit was used as a baseline, derived from data provided by service managers and adjusted upward to reflect the typical range of supports offered. However, the variability in supportive-housing models means this figure may not fully capture the costs of more intensive programs, such as health-run programs addressing severe health or substance-use challenges.

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Operational Expenses

Operational costs encompass the ongoing funding required to run these spaces and deliver housing-focused solutions over an eight-year period. These costs are estimated at **$1.2 billion,** or approximately **$151 million annually.**

Operational investments prioritize programs that provide both immediate stabilization and longer-term housing outcomes.

SUPPORTIVE HOUSING

$840 million over eight years, providing housing paired with wraparound services for people with higher and more complex needs.

HOUSING AND CASE MANAGEMENT

$189 million over eight years, supporting people with moderate needs through tailored case management.

TRANSITIONAL HOUSING

$126 million over eight years, offering short-term support for people transitioning from homelessness.

PREVENTION/DIVERSION PROGRAMS

$52.5 million over eight years, reducing inflow into homelessness through early interventions.

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Regional Differences

Encampments and unsheltered homelessness are not unique to urban or non-northern communities. They affect rural and urban areas across Ontario, with significant effects in both northern and non-northern contexts. However, Northern Ontario faces distinct challenges that require tailored considerations in this scenario. A lack of infrastructure and limited local service capacity often force people to migrate to urban centres in search of support, exacerbating pressures on urban systems while obscuring the full scale and complexity of homelessness in the north.

In the context of this scenario, Northern Ontario's need for housing and support spaces could account for as much as 20% of the total projected requirement, considering the north's rapid homelessness growth rates and the greater needs of underserved Indigenous communities. These spaces must be designed to address both the immediate crisis of encampments and the systemic barriers that perpetuate homelessness in these regions.

While the actual number of people experiencing homelessness in Northern Ontario is lower than in urban or non-northern areas, these figures obscure the outsized effect that complex homelessness in the north has on communities across the province, including urban areas. For instance, homelessness in Northern Ontario has grown by 204% since 2016, far outpacing provincial averages.

In addition to representing a significant proportion of service need, encampments in Northern Ontario are shaped by distinct local factors, including geographic isolation, higher construction costs, and limited shelter capacity. For example, northern construction costs average $500 per square foot for a standard 700-square-foot unit, resulting in $350,000 per unit. To ensure equitable funding, funding formulas must reflect these cost disparities, ensuring that resources are sufficient to address regional variations without placing undue strain on local systems.

Additional modelling is needed to fully assess the effects of localized funding in Northern Ontario, particularly given the unique needs of Indigenous communities, including those on eserve. This should be done at the behest of First Nations and Indigenous governments. Tailored investments in culturally safe, Indigenous-led housing solutions, as well as strategies to stabilize populations locally and reduce service migration, are critical to ensuring that northern communities are equitably supported within this broader response.

Integration into Broader Systems

If chronic homelessness is viewed as a measure of systemic failure, then the experiences of people living in encampments should be seen as an even more acute indicator of multi-system failure. These experiences reflect significant gaps in housing, healthcare, and social supports, as well as challenges in addressing capacity and program availability. Multi-system failures require multi-system responses, and no single tool—whether it be housing, legal responses, health supports, or poverty reduction—can fully address the complexity of the issue on its own.

This scenario demonstrates how a $2.017 billion investment can be used to create supportive and transitional housing for people with more complex needs. By focusing on housing capacity and pathways to stability, the scenario addresses a critical portion of the homelessness system, while also acknowledging the need for complementary efforts across sectors.

Pactima eSignature Package ID: jhL76xtRrX-y1Ul1b-fMY

Discussion

THE GROWING SCALE OF ONTARIO'S HOMELESSNESS CRISIS

Ontario is in the midst of a homelessness crisis that has grown significantly over the past decade. Between 2016 and 2024, the annual number of people experiencing homelessness rose from 53,930 to 81,515—a 51% increase. Chronic homelessness, which now accounts for more than half of all cases of homelessness, has tripled during this time.

Projections suggest that without significant intervention, the situation could worsen. By 2035, the number of people experiencing homelessness in Ontario could range from 128,122 under optimistic economic conditions to as high as 294,266 in an economic downturn. These estimates underscore the urgent need for action to prevent higher rates of homelessness and to address the systemic factors driving homelessness.

UNDERSTANDING INTERCONNECTIONS ACROSS POLICIES

Homelessness is not just a housing issue—it is a barometer of systemic gaps across housing, healthcare, mental health, income support, and justice systems. Homelessness is driven by a wide range of issues: the lack of affordable housing, inadequate mental-health care, insufficient shelter capacity, worsening substance use, and gaps in immigration support, among others. Each instance of homelessness reflects the ripple effects of misaligned or underfunded policies.

Chronic homelessness, in particular, serves as evidence that people are not receiving the supports they need to move forward and achieve stability. For some people, including Indigenous populations, systemic failures in the ecosystem are compounded by additional inequities, entwined with intergenerational trauma, discrimination and racism.

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ADDRESSING INEQUITY OF INDIGENOUS HOMELESSNESS

Indigenous people are disproportionately represented among Ontario's chronically homeless population, reflecting the enduring effects of colonialism, systemic inequities, and cultural disconnection across health, housing, and governance systems. While Indigenous people make up only 2.9% of Ontario's population, they account for a significant portion of those experiencing chronic homelessness. Data from service managers highlights notable regional disparities, with Indigenous representation among chronically homeless populations averaging 44.6% in northern regions and 13.8% in non-northern regions. As stated in the report, this is believed to be an underrepresentation, as Indigenous populations are often underserved and under represented in systems, reports, and data. Historical exploitation and harm caused by data-collection processes, combined with systemic racism and mistrust of institutional systems, further contribute to gaps in accurate representation.

Systemic barriers, such as exclusion from mainstream housing programs and the lack of culturally safe and Indigenous-led spaces, continue to leave Indigenous populations underserved. Structural definitions of homelessness, rooted in colonial frameworks, fail to reflect Indigenous realities of home, displacement, and community.

The Definition of Indigenous Homelessness underscores how drivers such as intergenerational trauma, systemic racism, and dispossession of land and culture have uniquely shaped Indigenous experiences of housing instability. These factors highlight the need for holistic, culturally informed approaches that address not only physical shelter but also the restoration of cultural and community connections.[6]

Any discussion about capacity, housing solutions, and funding must centre on addressing the profound housing inequities and chronic underfunding on reserves, alongside the lack of Indigenous-led supports and culturally safe services in both urban and rural areas. These inequities are further compounded by limited resources to enumerate the full extent of need, which restricts the ability to advocate effectively for appropriate funding and services. Additionally, barriers to data sharing and systemic gaps in collecting reliable, culturally informed data hinder Indigenous-led organizations from designing and delivering solutions that fully address the unique challenges faced by their communities.

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CHANGES IN THE PROFILE OF CHRONIC HOMELESSNESS

Chronic homelessness is not static—it is evolving and will continue to change over time. We cannot make assumptions about who is experiencing chronic homelessness, as the data shows a shifting and increasingly diverse profile of people in that situation. For example, nearly one in four people experiencing chronic homelessness in Ontario are children or youth, with children (ages 0–15) accounting for 12% and youth (ages 16–24) making up 11% in 2024. Similarly, the representation of refugees and asylum seekers in chronic homelessness has grown significantly, increasing from 1,834 in 2020 to 10,552 in 2024. These changes highlight the need to adapt our understanding of chronic homelessness to respond to its changing reality.

This data is critical to understanding who is experiencing homelessness, and how, where, and why they are experiencing it. While aggregate data helps paint a picture, the most powerful insights come from the capacity-building that service managers are undertaking to collect and analyze local data. These efforts support the development of tailored, evidence-based solutions that reflect the unique needs and experiences of diverse populations experiencing chronic homelessness.

THE SHIFTING GEOGRAPHY OF CHRONIC HOMELESSNESS

Not only is chronic homelessness changing in who it affects, but also where it is being experienced. In Northern Ontario, homelessness has grown by 204% between 2016 and 2024, far outpacing aggregate growth in the rest of the province. Geographic isolation, limited social infrastructure, and declining affordability and supports create distinct barriers to housing stability in the region. Indigenous people are disproportionately affected, with their representation in some areas exceeding 50% of the chronic homelessness population, underscoring the need for culturally safe and Indigenous-led solutions.

Similarly, rural homelessness is becoming more visible as smaller communities grapple with rising demand for services. These areas often lack resources for crisis response, or specialized supports, forcing individuals and families to seek assistance in nearby hubs or remain in precarious situations.

THE CRITICAL ROLE OF LOCALIZED SYSTEMS PLANNING

Service managers, municipalities and local networks are at the heart of Ontario's homelessness response, playing a vital role in coordinating and implementing housing programs across the province. Between 2016 and 2024, municipal funding for housing and homelessness more than doubled, rising from $1.04 billion to $2.14 billion. By 2024, municipalities accounted for 65% of reported housing funding, reflecting their growing role in addressing housing instability and homelessness.

Moving forward, balancing contributions across all levels of government will be key to maintaining a sustainable and effective response to homelessness. Collaborative approaches built on shared accountability and a commitment to long-term outcomes will allow service managers to continue leading innovative, community-based solutions.

Pactima eSignature Package ID: jhL76xtRrX-y1Ul1b-fMY

ADVANCING DATA-LED DECISION-MAKING CAPACITY

Significant advancements in data collection and systems planning—defined as a coordinated approach to designing, implementing, and managing programs and resources across multiple sectors—have strengthened Ontario's ability to address homelessness. Service managers have significantly improved data capacity and collection processes, paving the way for more accurate tracking of homelessness trends, program performance, and service gaps.

This evolution is evident in the success of the collaborative effort required for this report. Supported by all three major associations (AMO, OMSSA, NOSDA), and with 100% participation from Ontario's 47 service managers, the analysis reflects a shared commitment to advancing consistent data collection and forecasting methods. While some data gaps inevitably remain, the progress demonstrated here marks an important step toward fully integrating systems planning into homelessness responses across the province.

To sustain this progress, continued improvements in data quality, collection processes, and standardization are essential—and these efforts must be effectively resourced. Service managers need the capacity to carry out this work directly and to hire people with the skills to build and maintain robust data systems locally. Strengthening internal capacity is key to reducing reliance on external consultants, while ensuring that accountability mechanisms are matched to expenditures, program performance, supply, program definitions, outcomes, and more.

MOVING TO LONGER-TERM SOLUTIONS

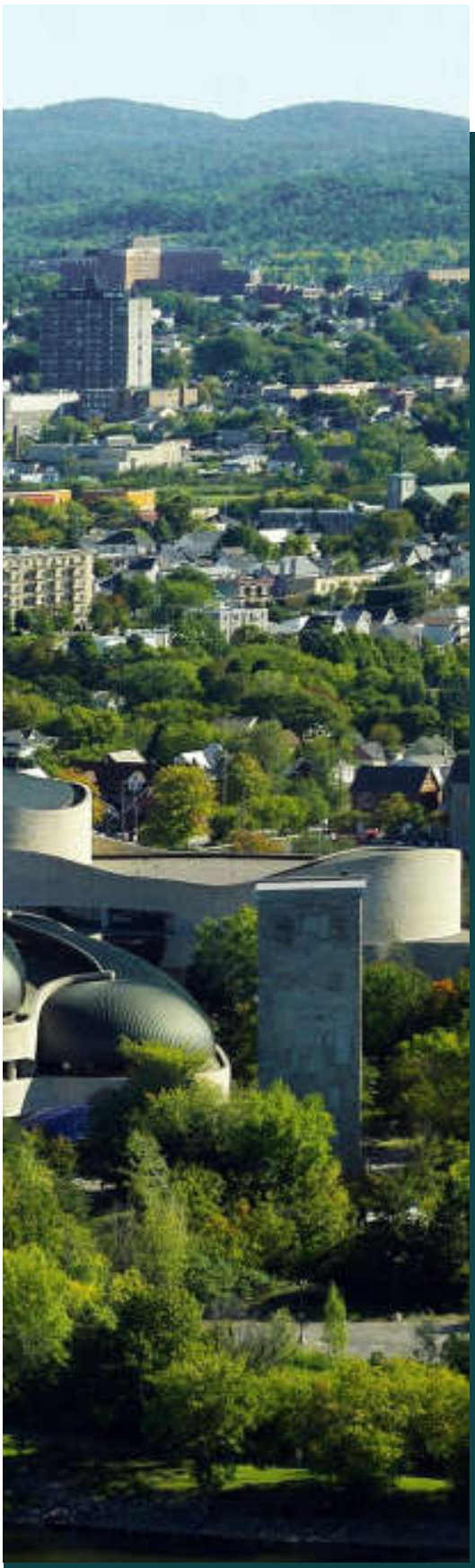
The data collected for this report shows that the current path is not sustainable. In a well-functioning system, emergency shelters serve as temporary crisis intervention, particularly in areas where no other options are available. They are not a long-term solution. However, in 2024, emergency shelters accounted for 65.2% of total homelessness-program expenditures, as reported by service managers, reflecting a system heavily oriented toward crisis management. The reliance on shelters often results in individuals and families spending extended periods in spaces that were never designed for prolonged use, with very limited options for safe and stable exits.

While emergency shelters are essential for addressing immediate crises, greater investments in preventative measures, supportive housing, and affordable housing are critical to reducing the inflow into homelessness and providing stable exits to avoid chronic homelessness. Over time—and it will take time—curbing both inflow and outflow through a coordinated policy ecosystem will allow the homelessness-serving system to begin to realign resources toward long-term solutions. This realignment will enable the system to better support individuals and families to achieve stability.

These principles form the foundation for the investment scenario outlined in this report, which estimates that achieving functional zero in chronic homelessness will require $7.7 billion in capital investments and $3.3 billion in operational funding over the next decade. While substantial, these investments are necessary to build the infrastructure and systems required to end chronic homelessness and ensure long-term stability for those affected and those at risk.

The data and insights provided by such strengthened capacity make it clear that the current system, heavily reliant on a crisis response, is unsustainable.

Pactima eSignature Package ID: jhL76xtRrX-y1Ul1b-fMY



MULTI-SYSTEM INTEGRATION

The true cost of homelessness, particularly for those experiencing it long term, extends far beyond individuals to affect families, communities, and society as a whole. Chronic homelessness is often accompanied by worsening physical and mental health, reduced life expectancy, and limited opportunities for social and economic participation. Communities also face significant pressures, including increased demand on emergency shelters, healthcare systems, and justice services—systems that are costly to maintain and frequently fail to address the underlying causes of homelessness.

Addressing chronic homelessness is not only a moral imperative but also a matter of public health, community safety, equity, and economic sustainability.

Ending chronic homelessness is not only about meeting immediate or even long-term numeric targets; it is also about how effectively our social-services systems support those who are in need and at risk. Achieving functional zero requires a coordinated policy framework that integrates housing with healthcare, mental-health care, justice, income supports, and other systems—much like the legislated community-safety and wellbeing plans are intended to do.

Focusing on where programs and policies intersect can amplify the value of investments. For example, combining prevention efforts with rent assistance can stabilize households before they fall into homelessness, while linking supportive housing with culturally safe healthcare can improve outcomes for those transitioning out of homelessness. Strategic alignment of resources reduces duplication, maximizes efficiency, and delivers lasting solutions.

With refined data collection and integrated modelling, policymakers can use today's investments to support strategies that will create enduring stability. By shifting from reactive crisis management to forward-looking, coordinated and proactive solutions, Ontario can reduce homelessness. It can also build a system that prioritizes the wellbeing of individual Ontarians and strengthens communities. Ending chronic homelessness is a collective commitment to equity, resilience, and a future where everyone has the opportunity to thrive.

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Addressing Chronic Homelessness is not only a Moral Imperative

BUT ALSO A MATTER OF PUBLIC HEALTH, COMMUNITY SAFETY, EQUITY, AND ECONOMIC SUSTAINABILITY.

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Technical Notes

1.1: People Experiencing Homelessness

Data Sources and Collection

The data used to estimate the total number of people experiencing homelessness from 2016 to 2024 was based on 205 data points submitted by Ontario's 47 service managers, out of a total of 423 possible data points (47 service managers × 9 years). Data was drawn from a variety of sources described below.

- By-Name Lists: Comprehensive records of people experiencing homelessness.
- Emergency shelter records: Data from shelters capturing usage patterns.
- Point-in-Time (PiT) counts: One-day snapshots of homelessness in communities.
- Other supplementary reports: Regional- and service-level documentation.

Data Completion

The dataset on people experiencing homelessness in Ontario reflects data collected in 2024, but represents trends spanning 2016 to 2024. While all 47 service managers contributed data in 2024, the earlier years (2016–2019) rely on retrospective data representing fewer service managers and covering a smaller portion of the provincial population. For example, data representing 2016 came from 21 service managers, covering just 13% of Ontario's population, and by 2019, that increased to 24 service managers covering 63% of the population. Those earlier years may reflect undercounts or inconsistencies due to limited data availability and incomplete reporting.

From 2020 onward, data quality improved significantly, with service manager participation rising to 41 (73% population coverage) in 2020 and all 47 service managers contributing in 2022, achieving full provincial population representation. These improvements make data from 2020 onwards more reliable for identifying trends and informing decision-making.

Estimation and Standardization Process

The estimates, spanning 2016 to 2024, were derived as described below:

- 35%: Annual data submitted directly
- 14%: Converted into annualized estimates
- 6%: Manually estimated using desk research
- 46%: Projected through linear regression or, for 2024 data, projecting to year-end

Where gaps existed, publicly available information and additional research supplemented the dataset. Standardization was applied to improve consistency and comparability across all regions and years.

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1.2: Chronic Homelessness

Data Sources and Collection

Data on chronic homelessness was submitted by Ontario's 47 service managers for 2024, with reduced participation in earlier years.

- **2024:** All 47 service managers participated.
- **2023 and 2022:** 46 service managers contributed data.
- **2021:** 36 service managers provided data.
- **2019:** Only 15 service managers contributed, covering 51% of the provincial population.

The dataset primarily includes by-name lists, emergency-shelter records, and demographic data submitted by service managers. Eighty-six percent of people reported as experiencing chronic homelessness were identified using the federal definition. Twelve percent were identified using the provincial definition, while 2% were based on other or unspecified definitions.

Estimation and Standardization Process

Annual estimates of chronic homelessness were calculated by applying the weighted average for all service managers to the total number of people experiencing homelessness each year. For instance, in 2024, the weighted chronic-homelessness rate of 51% was applied to the estimated 81,515 people experiencing homelessness.

Rates reported by service managers were aggregated to calculate the estimated number of chronically homeless people across the province for priority populations as follows:

REFUGEES AND ASYLUM SEEKERS

Data for 2024 was reported by 21 service managers, with 8 reporting zero people. Missing values for 2024 were filled using desk research, with one missing value carried forward from 2023. All remaining missing values for 2024 were set to zero to avoid overestimation.

All service managers who reported more than 10 people in 2024 also provided data back to 2019. All remaining missing values were set to zero for 2023-2019.

IMMIGRANTS

Data for 2024 was reported by 21 service managers, representing 38% of the total population. Data coverage was approximately 30% for earlier years back to 2020. Missing values were not filled due to limited reliability.

Pactima eSignature Package ID: jhL76xtRrX-y1Ul1b-fMY

INDIGENOUS POPULATIONS

Data for 2024 was reported by 38 service managers, covering 76% of the provincial population. Coverage was 63% in 2021 and dropped to 33% in 2020. Missing values were not imputed for earlier years due to limited reliability.

AGE

Age was reported by 36 service managers in 2024, representing 74% of the total population. While most service managers used consistent age groupings, minor variations were noted.

1.3: Homelessness-Serving System

Emergency Shelters

- Emergency shelters include permanent beds, cold weather shelters, temporary crisis shelters, overflow accommodations, hotel/motel “up-to” beds, and domestic violence shelters. Some service managers noted that Violence Against Women (VAW) shelter beds were excluded.
- An estimated 15,990 emergency shelter beds were reported for 2024. Data was collected from 42 service managers, with 2 indicating no beds. Based on desk research, data for three additional service managers was manually input, and two service managers required adjustments using notes from service managers.
- Historical data gaps were supplemented with public sources, such as Statistics Canada’s Shelter Capacity Online Reports (2017–2020), which provide permanent bed counts. Missing data for 2021–2023 was addressed using related datasets for counts by Census Subdivision (CSD).
- For 2024, 20 service managers reported 268 non-funded beds, representing 12.5% of the reported funded beds and indicating an assumption of 10% non-funded beds to be applied in scenario modelling.

Pactima eSignature Package ID: jhL76xtRrX-y1Ul1b-fMY

Transitional Housing

- Transitional housing provides temporary, time-limited housing with support services, typically lasting 3 months to 3 years, with the goal of transitioning people to permanent housing.
- For 2024, 36 of 47 service managers reported transitional housing capacity, totalling 3,168 beds. Data gaps were addressed as follows:
    - One service manager categorized transitional housing beds under emergency shelters; adjustments were made based on publicly available data.
    - Another grouped transitional housing beds under supportive housing; desk research did not yield reliable results to fill this gap.
    - One service manager's data was estimated using Statistics Canada's shelter data.
    - Based on Statistics Canada's data and research, eight service managers were confirmed to have no transitional housing beds.
- Using a 90% system coverage rate (based on emergency shelters), the estimated total for transitional housing in 2024 was adjusted to 3,520 beds.

Supportive Housing

- Supportive housing offers permanent, fixed-site housing with individualized, flexible support services for people with higher needs, such as mental-health challenges or substance-use.
- For 2024, 40 of 47 service managers reported supportive housing capacity, totalling 4,679 beds. Adjustments included:
    - Extrapolating data based on a median 80% system coverage rate reported by 22 service managers.
    - Using adjusted totals, the estimated capacity increased to 5,848 beds in 2024.
    - One larger service manager reported supportive housing spaces under RGI units.

Expenditure Data

Expenditure data was reported directly by service managers and reflects spending associated with homelessness programs. While expenditure data was among the most reliable collected, certain limitations and nuances were noted.

Unspecified Programs: Some service managers reported expenditures without directly associating them with specific programs, particularly for temporary accommodations such as hotel/motel stays in place of emergency shelter beds.

Capital Expenditures: A few service managers included spending on housing units that were not yet operational, which is standard practice for infrastructure projects.

Data Adjustments: Expenditure data was reported as provided, except in limited cases where standard capital expenditures were included to ensure alignment with capacity reporting.

Expenditure data quality was highest in 2024, covering 45 service managers, with historical data extending back to 2016, when 37 service managers reported. Reporting improved consistently over time, with 47 service managers providing data in 2023 and 40+ service managers reporting from 2017 to 2022.

Pactima eSignature Package ID: jhL76xtRrX-y1Ul1b-fMY

1.4: Homelessness-Serving System

RGI Waitlist Estimation

The adjusted estimate incorporates data from 43 reporting service managers, which recorded 232,419 households on the waitlist for 2024. To account for gaps, data from the remaining four service managers was estimated using the average 8.9% increase observed among those who reported for both 2023 and 2024. This adjustment yields an additional 35,822 households, bringing the total adjusted estimate to 268,241 households.

2.1: 2035 Homelessness Projections

Data Processing

The analysis integrates data from multiple sources:

- Service manager data-collection forms with total homelessness counts
- Census 2016 and 2021 data
- HART data
- CMHC data

These datasets were merged at the Census Subdivision (CSD) level, with CSDs aligned to each service manager's area of responsibility. The homelessness count data was linked with census features based on each area of responsibility.

Model training used 94 total observations, which represent the standardized data points remaining after applying the data-cleaning rules detailed in **Section 1.1: People Experiencing Homelessness**. Certain data points were excluded or replaced due to partial data coverage, period prevalence counts, or unclear count types to ensure data quality and consistency.

Statistical Model Details

Model Development and Training

To forecast homelessness in Ontario, we developed a linear regression model that was improved through using a variety of statistical techniques. This approach was chosen specifically for our relatively small dataset (n=94 observations), as it offered optimal predictive capability while maintaining interpretability. The model examined the relationship between People Experiencing Homelessness (PEH) as the dependent variable and multiple socioeconomic independent variables, including median household income, unemployment rates, and core housing needs.

Pactima eSignature Package ID: jhL76xtRrX-y1Ul1b-fMY

Statistical Optimization Techniques

Principal Component Analysis and Ridge Regression Implementation

We employed ridge regression and Principal Component Analysis (PCA) to enhance model stability and prediction accuracy. These two techniques were particularly valuable given our dataset characteristics as they:

- Prevented overemphasis of individual predictors through regularization
- Mitigated multicollinearity between correlated variables (e.g., median income and core housing need)
- Reduced overfitting risk by balancing model complexity with predictive power
- Enhanced generalizability to new data through coefficient stabilization

Feature Selection Process

Backward elimination was used during feature selection by:

1. Starting with the full set of potential predictors
2. Iteratively evaluating each variable's contribution to model performance
3. Systematically removing variables with minimal predictive impact
4. Retaining statistically significant features

This process optimized model parsimony while maintaining predictive accuracy.

Dimensionality Reduction

To improve the accuracy of the model, Principal Component Analysis (PCA) was applied to:

- Convert correlated variables into uncorrelated principal components
- Preserve maximum variance in the transformed dataset
- Reduce computational complexity
- Further addressed multicollinearity concerns
- Maintain data structure while simplifying the feature space

Pactima eSignature Package ID: jhL76xtRrX-y1Ul1b-fMY

Model Validation Framework

Cross-Validation Implementation

3-fold cross-validation was used to ensure robust model evaluation:

- Divided 94 observations into three equal partitions
- Training sets: 62-63 samples per fold
- Testing sets: 31-32 samples per fold
- Maintained consistent splitting patterns across iterations for reproducibility
- Averaged performance metrics across all folds

Performance Assessment

The model achieved an R-squared value of 0.9, indicating that our selected predictors explained 90% of the variance in homelessness counts. This performance level is particularly noteworthy in social science applications, where R-squared values above 0.70 are typically considered strong. However, we acknowledge several important considerations identified below.

1. **Model Strengths:**
    - High R-squared
    - Robust performance across validation folds
    - Strong predictive capability for scenario analysis
2. **Limitations and Considerations:**
    - R-squared alone doesn't capture all aspects of model performance
    - Potential for overfitting despite regularization due to limited number of variables
    - Generalization capabilities require ongoing validation
    - Complex social factors may not be represented fully in data, effecting predictive power

Model Analysis

Coefficient Interpretation and SHAP Analysis

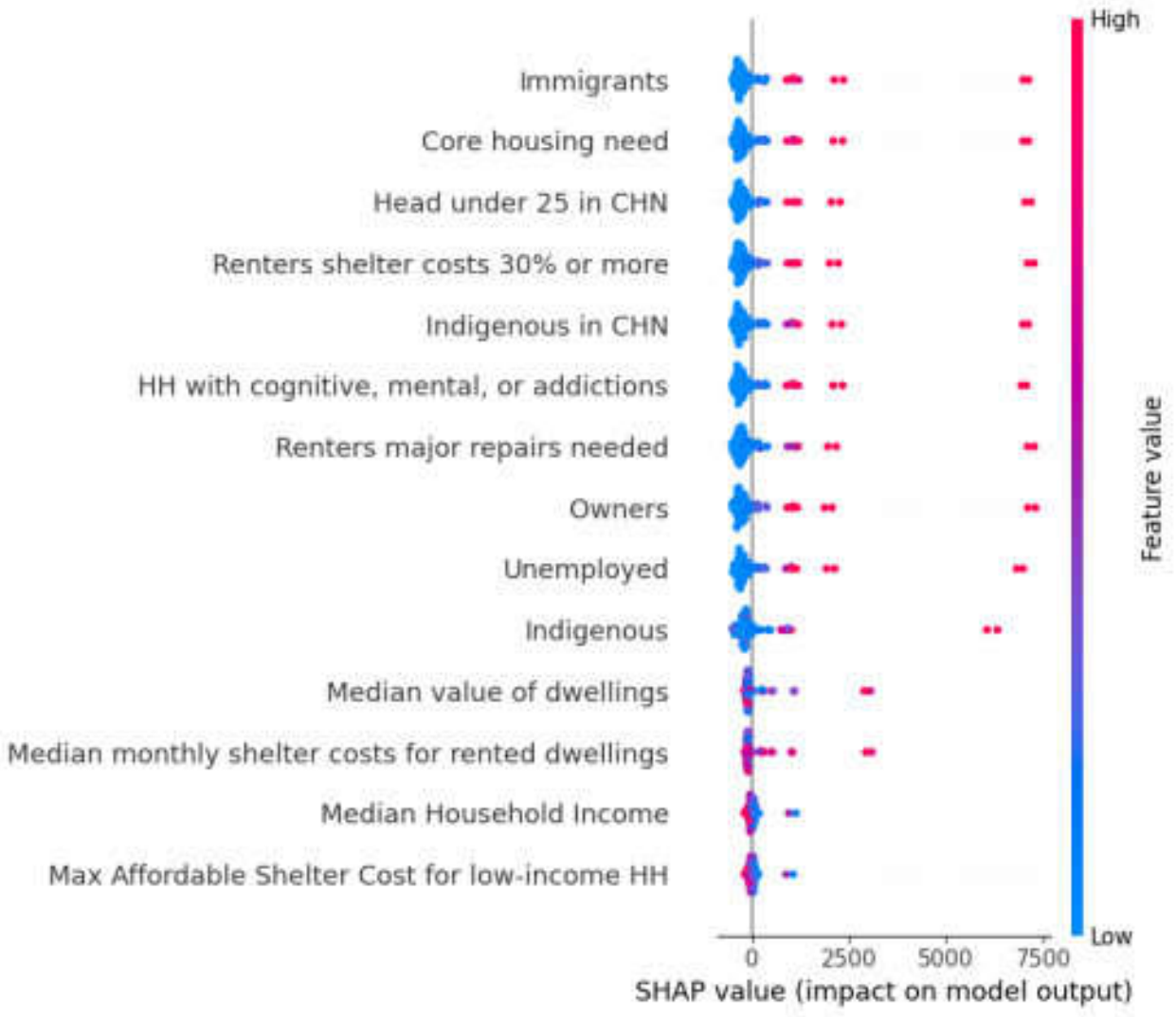
The model employs two complementary approaches to understanding variable importance: regression coefficients and SHAP (SHapley Additive exPlanations) values. The coefficients quantify the direct relationship between each independent variable and homelessness counts, while SHAP values provide a visual representation of each variable's contribution to the projection.

Pactima eSignature Package ID: jhL76xtRrX-y1Ul1b-fMY

Variable Impact Categories

Based on both coefficient magnitude and SHAP analysis distributions (measured in impact units from 0-7500), variables were categorized into four distinct impact levels.

Figure 34: SHAP Analysis of Variables Impacting Housing Outcomes



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01

High Positive Impact

Features like immigrant population, core housing need, youth under 25 in core housing need (CHN), and renters with shelter costs exceeding 30% of income are the strongest drivers of our projections. Their coefficients indicate a significant positive relationship with the homelessness count, meaning that as these values increase, homelessness is predicted to rise.

SHAP analysis reinforces this finding, showing a large spread of SHAP values for these features, which indicates their substantial contribution to model predictions.

02

Moderate Positive Impact

Factors like rented units needing major repairs, unemployment, and homeownership also exhibit positive relationships with homelessness, but their effects are relatively smaller compared to the variables with a high positive impact. The SHAP plot shows moderate value spreads for these variables, emphasizing their secondary yet important roles.

03

Negative Impact (Protective Factors)

Variables such as median household income and maximum affordable shelter cost for low-income households demonstrate a negative relationship with homelessness. This suggests that increases in either income or affordable housing measures can reduce homelessness. The SHAP plot visually confirms this by showing that higher values for these features are associated with decreases in homelessness predictions.

04

Mixed Effects

Variables like median monthly shelter costs for rented dwellings and median dwelling value show varied effects, depending on specific conditions. While these factors are relevant, their influence is less pronounced than positive and negative drivers.

SHAP Distribution Analysis

The SHAP analysis reveals:

- Feature value ranges of 0-7500 impact units
- Clustering patterns in impact distribution
- Interaction effects between variables
- Regional variation in impact magnitude

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Economic Scenarios

The model incorporates three distinct economic trajectories to project homelessness outcomes, each with specific variable assumptions and regional considerations.

Economic Steady Scenario

1. **Immigration**
    - Steady growth following historical trends
    - Initial moderation due to study visa/work permit reductions
    - Stabilization influenced by effects of United States policies
2. **Economic Indicators**
    - Unemployment: Initial decrease with inflation stabilization, followed by steady state
    - Median Household Income: 1-2 year decline, then stabilization and modest growth
    - Core Housing Need: Growth aligned with population increase, minimal rate
3. **Housing Market Variables**
    - Shelter Costs: Continued rise following historical patterns, smoother trajectory
    - Property Values: Steady growth with interest rate stabilization
    - Rental Affordability: Initial stagnation, gradual improvement with income recovery
4. **Demographic Factors**
    - Indigenous Population: Stable provincial growth with regional variation
    - Households with Cognitive/Mental Health/Addiction Challenges: Growth rate parallel to core housing need
    - Youth Under 25 in Core Housing Need: Stable increase aligned with population growth

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Economic Downturn Scenario

1. **Economic Pressure Points**
   - Unemployment: Persistent elevation with limited recovery
   - Household Incomes: Initial decline, long-term stagnation
   - Core Housing Need: Accelerating growth pattern
2. **Housing Market Stress**
   - Shelter Costs: Early spike, later market adjustment
   - Property Values: Sharp initial decline, slow recovery
   - Affordability Metrics: Progressive deterioration
3. **Vulnerability Factors**
   - Mental Health Challenges: Increased growth rate
   - Housing Insecurity: Compounding effects
   - Support-System Strain: Elevated pressure

Economic Upturn Scenario

1. **Economic Strengthening**
   - Unemployment: Steady decrease through the scenario period
   - Household Incomes: Consistent growth across industries
   - Core Housing Need: Initial modest growth, later stabilization
2. **Market Improvements**
   - Shelter Affordability: Progressive improvement
   - Housing Costs: Stable, manageable growth
   - Property Values: Consistent appreciation without sharp fluctuations
3. **Social Indicators**
   - Support-Service Access: Enhanced
   - Vulnerability Factors: Stabilizing trends
   - Cost-Burden Ratios: Gradual improvement

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3.1: Modelling Solutions to Chronic Homelessness

Turnover and Negative Exit Assumptions

The model incorporates assumptions about turnover and negative exit rate to guide capacity planning for new spaces in the homelessness-serving system. Turnover rates represent the percentage of participants transitioning out of programs annually, while negative exit rates capture the percentage of participants leaving programs without achieving stable housing outcomes.

Turnover Rates:

- Higher turnover rates, such as 250% for Prevention/Diversion programs, reflect the short-term nature of these interventions and their ability to serve multiple clients within a year.
- Lower turnover rates, such as 10% for Subsidized Housing, reflect the longer-term stability these programs are designed to provide.

Negative Exit Rates:

- These rates vary by program type based on the intensity and objectives of the service. For example:
  - Supportive Housing: 10% negative exit rate, as intensive supports aim to minimize failures.
  - Transitional Housing: 20% negative exit rate, acknowledging the inherent challenges in short-term interventions.

Table 24: Turnover and Negative Exit Rates

Program Type	Turnover Rate	Negative Exit Rate
Rent Supports	20%	5%
Prevention/Diversion	250%	10%
Subsidized Housing	10%	5%
Housing and Case Management	20%	10%
Transitional Housing	100%	20%
Supportive Housing	20%	10%

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Considerations

TARGETS AND RECALIBRATION

These rates are initial targets and may need adjustment as more robust data becomes available. Continuous monitoring and evaluation will be essential to ensure the assumptions align with real-world program performance.

PROGRAM DURATION

Turnover rates reflect program durations, with short-term programs like Prevention/Diversion having higher turnover compared to long-term supports like Subsidized Housing.

NEGATIVE EXIT CHALLENGES

Lower negative exit rates are achievable with strong program supports, but may require additional investments in case management and follow-up services to prevent homelessness recurrence.

Cost Assumptions

The model estimates capital and operational costs based on standardized per-unit calculations. These estimates provide a foundation for understanding the financial investments required to meet the projected demand for housing and support services.

Capital Costs

The following estimates outline the per-space investment needed to develop key program types.

- Supportive Housing: $250,000 per space.
- Subsidized Housing: $185,000 per space.
- Transitional Housing: $100,000 per space.

Operational Costs

The yearly operational costs per space account for program delivery, including activities such as rent subsidies, case management, and landlord liaison services.

- Supportive Housing: $30,000 per space annually
- Subsidized Housing: $8,500 per space annually
- Housing and Case Management: $42,000 per space annually
- Prevention/Diversion Programs: $5,000 per space annually

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Considerations

OPERATIONAL COSTS

These are calculated per caseload space, and include all relevant program costs. For example, housing and case management costs encompass rent supports, caseworker salaries, and landlord liaison services.

REGIONAL VARIABILITY

Costs may vary significantly across regions due to differences in local markets, household sizes, and program delivery models. For example, urban areas with higher construction costs may exceed the average capital estimates.

FUTURE CALIBRATION

These estimates are broad averages and will require adjustment as more robust data becomes available on actual capital and operational expenditures.

INTEGRATED COST APPROACH

Certain programs, such as Prevention/Diversion, reflect a mix of interventions that include early-stage engagement activities, which may differ in intensity and cost compared to more resource-intensive services like Supportive Housing.

Growth Projections and Target Population Assumptions

The model assumes population growth across different chronicity levels and aims for 100% coverage of need to achieve functional zero homelessness. These assumptions reflect conservative yet optimistic projections, accounting for systemic risks, macroeconomic pressures, and ongoing interventions.

Growth Projections by Chronicity

The model projects annual growth rates for populations based on chronicity levels:

- High and Moderate Chronicity: 16% annual growth, reflecting reduced rates from previous years (30%).
- Emerging and No Chronicity: 8% annual growth, recognizing ongoing risks and systemic pressures.

Considerations

While these projections are optimistic, several risk factors could influence actual growth rates:

MACROECONOMIC SHOCKS

Recessions, inflation, and housing-market instability could increase homelessness rates.

EMERGING CHALLENGES

New drug crises, changing immigration patterns, or failures in upstream systems like healthcare and justice could exacerbate homelessness.

SYSTEMIC GAPS

Insufficient upstream interventions in areas such as poverty reduction, mental health, and addiction services may lead to higher inflow into homelessness.

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Target Population Coverage

The model targets 100% of demand across all chronicity levels, aiming for functional zero homelessness by addressing populations at all stages of housing instability.

Table 25: Target Population Coverage by Chronicity Level

Chronicity Level	Target % of Demand
High Chronicity	**100%**
Moderate Chronicity	**100%**
Emerging Chronicity	**100%**
No Chronicity	**100%**

Considerations

OPTIMISTIC ESTIMATES

These assumptions reflect the model's goal of fully meeting demand, but may need recalibration based on real-world conditions.

SYSTEMIC RISKS

Addressing chronicity requires a multi-system response, including upstream investments in health, financial supports, and justice systems to mitigate homelessness inflow.

SCALABILITY & FLEXIBILITY

The ability to adapt to unexpected pressures, such as economic shocks or population changes, will be critical to achieving these targets.

Acuity Level Distributions and Matching Program Components

The model uses acuity levels to guide resource allocation and program design, ensuring that people receive the appropriate level of support based on their specific needs. Acuity levels—high, moderate, and low—reflect the complexity of people's circumstances and the intensity of the supports required. Matching program components to these levels enables a targeted and efficient use of resources.

Table 26: Acuity Level Distributions by Chronicity

Chronicity Level	High Acuity	Moderate Acuity	Low Acuity	Total
High Chronicity	70%	30%	0%	**100%**
Moderate Chronicity	50%	30%	20%	**100%**
Emerging Chronicity	10%	20%	70%	**100%**
No Chronicity	5%	15%	80%	**100%**

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Matching Program Components to Acuity Levels

Each acuity level is matched to program components that address the specific intensity of support required.

- High-acuity people with chronic and complex needs require intensive, long-term programs such as supportive housing and housing and case management.
- Moderate-acuity people benefit from transitional and medium-intensity programs to stabilize and transition to independence.
- Low-acuity people are best supported through housing solutions that provide minimal but essential assistance, such as Subsidized Housing and Prevention/Diversion programs.

3.2 Modelling a $2 Billion Investment

Acuity Level Distributions and Program Allocations

The model aligns investments with acuity levels and chronicity distributions to optimize resource allocation and program delivery. This approach ensures that people receive appropriate levels of support based on their needs. The following table illustrates the proportional use of program components across acuity levels.

Table 27: Distribution of Program Components Across Acuity Levels

Acuity Level	Program Component	% Used
High Needs	Supportive Housing	100%
	Housing and Case Management	90%
	Transitional Housing	60%
	Subsidized Housing	15%
	Rent Assistance	15%
	Prevention/Diversion	7%
Moderate Needs	Housing and Case Management	10%
	Transitional Housing	40%
	Subsidized Housing	20%
	Rent Assistance	25%
	Prevention/Diversion	13%
Low Needs	Subsidized Housing	65%
	Rent Assistance	60%
	Prevention/Diversion	80%

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Acuity and Chronicity Distributions

The model incorporates assumptions about the distribution of acuity levels within each chronicity category to guide program design and resource allocation.

Table 28: Codistribution of Chronicity and Acuity Levels

Chronicity Level	High Acuity	Moderate Acuity	Low Acuity	Total
High Chronicity	70%	30%	0%	**100%**
Moderate Chronicity	50%	30%	20%	**100%**
Emerging Chronicity	10%	20%	70%	**100%**
No Chronicity	5%	15%	80%	**100%**

Matching Program Components to Needs

The model prioritizes resource allocation to ensure program components are matched to acuity levels:

HIGH SUPPORT NEEDS

Supportive Housing (85%), Housing and Case Management (75%), Transitional Housing (75%), Prevention/Diversion (35%).

MODERATE SUPPORT NEEDS

Transitional Housing (25%), Housing and Case Management (25%), Prevention/Diversion (65%).

LOW SUPPORT NEEDS

Rent Assistance (100%), with minimal reliance on other intensive services.

Growth Projections and Demand Targets

The model projects annual growth across chronicity levels, reflecting ongoing challenges and systemic pressures.

Table 29: Projected Growth Across Chronicity Levels

Chronicity Level	Yearly Growth	Target % of Demand
High Chronicity	16%	40%
Moderate Chronicity	16%	10%
Emerging Chronicity	8%	5%
No Chronicity	8%	0%

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Cost Assumptions

The model incorporates detailed operational cost estimates to inform budget planning and funding requirements.

Table 30: Cost Estimates for Program Components

Program Component	Capital Cost	Annual Operational Cost
Supportive Housing	$250,000	$40,000
Housing and Case Management	Not applicable	$42,000
Transitional Housing	$185,000	$30,000
Prevention/Diversion	Not applicable	$7,000

References

1 “Fifty Years in the Making of Ontario’s Housing Crisis: A Timeline,” Housing Rights Canada, accessed December 3, 2024 https://housingrightscanada.com/fifty-years-in-the-making-of-ontarios-housing-crisis-a-timeline/

2. Maytree. Modernizing Core Housing Need: Why the Key Indicator in Canadian Housing Policy Needs a Refresh. Sam DiBellonia and Garima Talwar Kapoor, March 2023. Retrieved from https://maytree.com/wp-content/uploads/Executive-Summary-Modernizing-Core-Housing-Need-Final.pdf

3. Advocacy Centre for Tenants Ontario (ACTO) and Advocacy North. North at Home: Understanding Affordable Housing in Northern Ontario. Available at: https://eppdscrmssa01.blob.core.windows.net/cmhcprodcontainer/sf/project/archive/research_6/rr_north-at-home.pdf.

4. Government of Canada. Youth Homelessness in Canada: 2024 Report. Housing and Infrastructure Canada. Accessed December 3, 2024. https://housing-infrastructure.canada.ca/homelessness-sans-abri/reports-rapports/youth-homelessness-2024-itinerance-jeunes-eng.html.

5. In this context, “stasis” refers to a state of dynamic equilibrium within the homelessness response system. It means the system is continuously adjusting, so that any new instances of homelessness are quickly addressed and resolved before they lead to prolonged instability. In other words, the overall number of people experiencing homelessness remains relatively steady because the system has the capacity to both help those who need assistance and prevent long-term homelessness from becoming established.

6. Thistle, J. (2017). Definition of Indigenous Homelessness in Canada. Toronto: Canadian Observatory on Homelessness Press.

Pactima eSignature Package ID: jhL76xtRrX-y1Ul1b-fMY

This is Exhibit “G” referred to in the Affidavit of Peter Sweeney affirmed by Peter Sweeney of the City of Cambridge, in the Regional Municipality of Waterloo, before me at the City of Toronto, in the Province of Ontario, on June 6, 2025 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

Commissioner for Taking Affidavits (or as may be)

GRETA HOAKEN

100 Victoria Street North Encampment: Major Incident (Sudden Death) Summary

MAJOR INCIDENT NOTIFICATION

Corporate Security

Date and Time:	December 18, 2024 @ 0017
Call Type:	Sudden death
Location:	Echo 1 (100 Victoria)
Reported by:	On site guard ([redacted])
Involved/Responding Security:	[redacted], onsite guards
Involved Subject:	[redacted]
Injuries:	Deceased
Description of Event:	Security found an unresponsive male resident [redacted] 0017hrs- WRPS and EMS on site. WRPS currently investigating. 0040hrs- Resident confirmed deceased. EMS off site. 0041hrs- M3 on site to assist. WRPS has placed caution tape. 0101hrs - Forensics on site. 0136hrs- Forensics off site. 0153hrs -WRPS informed Security that WRPS will not be IDing the Resident tonight. WRPS is now waiting on body removal.

	0201hrs - M3 off site. 0222hrs - Body removal on site. 0232hrs - Body removal off site and transporting the Resident. 0237hrs - 927 off site. WA24-331449
Date and time event closed:	December 18 2024 @ 0240
Report to Follow:	yes

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MAJOR INCIDENT NOTIFICATION

Corporate Security

Date and Time:	Thursday, May 1st, 2025, at 12:24hrs
Call Type:	Sudden Death
Location:	100 Victoria St N, Kitchener
Reported by:	On-site SECURITY
Involved/Responding Security:	S/G [redacted] S/S [redacted]
Involved Subject:	Unknown currently.
Injuries:	Deceased

Description of Event:	Medical emergency Onsite Security informed that a Subject overdosed and is now deceased. Security is contacting 927 1228hrs- EMS 2503, & 2187, 927 And KFD on site. EMS sup also on site. 1239hrs- Second 927 on site. 1241hrs- EMS off site. 1338hrs- Forensic on site. 1419hrs- Detectives on site 1457hrs- Corner on site 1516hrs: Coroner off site. 1518hrs - Coroner has stated to O/S that the SUBJECT has been deceased since 9am. 1523hrs: Detectives off site but they are at 87 Victoria speaking with someone. 927 is still onsite waiting for body removal 1617hrs: Body removal onsite 1622hrs - Corner services taken the body and WRPS are now offsite. WA25-107485
Date and time event closed:	Thursday, May 1st, 2025, at 16:25hrs
Report to Follow:	

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MAJOR INCIDENT NOTIFICATION

Corporate Security

Date and Time:	2025-04-20 @ 0623hrs/0825hrs
Call Type:	Sudden Death
Location:	Echo 1 – 100 Victoria
Reported by:	On site Security/WRPS
Involved/Responding Security:	On site Security
Involved Subject:	Unknown
Injuries:	Sudden Death via Overdose
Description of Event:	• This morning at approx. 0623hrs, EMS was contacted for an unresponsive male Subject experiencing an apparent overdose. EMS arrived on site and at approx. 0656hrs, EMS transported the Subject to hospital. • 0825hrs – WRPS arrived on site and spoke with on site Security informing that the male Subject was pronounced deceased at hospital and WPRS will be conducting an investigation on property. • 0931hrs – WRPS is off site and the investigation is concluded. WRPS stated that the ID of the deceased Subject is unknown. • Occurrence #WA25-097343 **<u>No further Updates</u>**
Date and time event closed:	2025-04-20 @ 0923hrs
Report to Follow:	No

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MAJOR INCIDENT NOTIFICATION

Corporate Security

Date and Time:	Saturday, August 17, 2024 @ 0634hrs
Call Type:	Suspected overdose turned to Sudden Death
Location:	Echo 1 (100 Victoria St N Kitchener)
Reported by:	Onsite SECURITY
Involved/Responding Security:	Onsite SECURITY, S/G [redacted] S/G [redacted]
Involved Subject:	Unknown Female Subject
Injuries:	Unknown
Description of Event:	- 0634hrs: Security on site observed a resident who did not appear to be doing well and contacted EMS for a well being check. EMS arrived on site and checked on the resident. When doing so, EMS realized there were two additional residents in need of EMS assistance. Paramedics contacted two additional units to attend. Paramedics transported three residents to the hospital for suspected overdoses. Police arrived on site and are speaking with Security. - 0836hrs: POLICE offsite - 1509hrs: WRPS Forensics arrived on site - WRPS Forensics informed onsite SECURITY that the female SUBJECT from overdose earlier in the morning is pronounced deceased. - 1518hrs: WRPS Forensics are taking photos of the area - 1538hrs: WRPS Forensics offsite
Date and time event closed:	August 17, 2024 @1538hrs

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Barber Collins Security

Shift Report

Date: September 14 2023

SHIFT	0730-1930
Location:	100 Victoria St N
Shift Guard:	MOHAMMAD MALIK/IQBAL SINGH
[redacted]	

TIME	NOTES:
0730	S/G [redacted] and S/G [redacted] arrived on site and relieved S/G G. [redacted] and S/G A. [redacted] Received site phone, laptop, Radio, access card and car keys #207.
0800	Commenced patrol inside the encampment and near the bus stop across the street, counted tents to be 48 in total including 2 at the back of the EMS building with 0 collapsed tents, checked the washrooms, dirty. Checked the 70 Victoria street N plaza, all clear. Everything under control
0900	Commenced patrol inside the encampment and near the bus stop across the street, checked washrooms, dirty. Checked the 70 Victoria street N plaza, all clear. Commenced patrol around Rumpel's fence line, checked the container lock, noticed graffiti on the container, informed dispatch.
1000	Commenced patrol inside the encampment, checked washrooms, dirty. Checked the 70 Victoria street N plaza, all clear. Everything under control
1017	BY LAW on site
1100	BY LAW off site
1200	Commenced patrol inside the encampment, checked washrooms, dirty. Checked the 70 Victoria street N plaza, all clear. Commenced patrol around Rumpel's fence line, checked the container lock, all clear. Everything under control.
1230	One of the working staff members found a resident of the encampment, [redacted] deceased in [redacted] so they contacted EMS and S/Gs approached the situation as they saw the EMS and WRPS on site, EMS truck number- 2074, occurrence number WA-23-266501.
1634	WRPS off site with the deceased person.
1800	Commenced patrol inside the encampment, checked washrooms, dirty. Checked the 70 Victoria street N plaza, all clear. Commenced patrol around Rumpel's fence line, checked the container lock, all clear. Everything under control.
1900	Commenced patrol inside the encampment, recounted tents to be 48 in total including 2 at the back of the EMS building with 0 collapsed tents, checked washrooms, dirty. Checked the 70 Victoria street N plaza, all clear. Everything under control.
1930	Relieved by S/G G. [redacted] & S/G A. [redacted] handed over the site equipment – phone, laptop, radio, access card, and car keys #207. OFF DUTY.

Page	1 of 1	Signature	[redacted]

This is Exhibit “H” referred to in the Affidavit of Peter Sweeney affirmed by Peter Sweeney of the City of Cambridge, in the Regional Municipality of Waterloo, before me at the City of Toronto, in the Province of Ontario, on June 6, 2025 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

Commissioner for Taking Affidavits (or as may be)

GRETA HOAKEN

100 Victoria Street North Encampment: Major Incident (Fire) Summary

MAJOR INCIDENT NOTIFICATION

Corporate Security

Date and Time:	June 25th, 2024 at ~0547hrs
Call Type:	Fire
Location:	100 Victoria Street North
Reported by:	S/G [redacted]
Involved/Responding Security:	S/G [redacted]
Involved Subject:	Female VICTIM: [redacted] Female SUBJECT : [redacted]
Injuries:	Unknown
Description of Event:	O/S guard reported tent caught on fire and contacting 911. 0547hrs- WRPS on site. 0550hrs - KFD #A12, #P12 and #T13 on site. 0500hrs- KFD extinguished fire. 0557hrs- O/S guard reported female resident Intentionally started the fire on another female resident's tent. WRPS initiated 949. 0620hrs- KFD off site. 0625hrs- WRPS has SUBJECT in custody and speaking with them on site. 0636hrs- WRPS off site with SUBJECT.

	WA-24-165674
Date and time event closed:	June 25th, 2024 at ~0636hrs

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MAJOR INCIDENT NOTIFICATION

Corporate Security

Date and Time:	November 21, 2024 at ~1131hrs
Call Type:	Fire
Location:	100 Victoria Street North
Reported by:	O/S Guard
Involved/Responding Security:	O/S Guard, S/S [redacted]
Involved Subject:	Unknown at this time
Injuries:	No

Description of Event:	**1131hrs-** O/S guard reported fire on site. KFD #P12 and #A12 on site to extinguish the fire. **1135hrs-** O/S guard reported a propane tank burst, but unsure what happened. **1137hrs-** Fire is no longer active. **1138hrs-** S6 en route. **1147hrs-** KFD off site. **1149hrs-** WRPS on site. **1155hrs-** Fire prevention on site. **1215hrs-** WRPS and Emergency services off site. **WA-24-307505**
Date and time event closed:	November 21, 2024 at ~1215hrs
Report to Follow:	No

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MAJOR INCIDENT NOTIFICATION

Corporate Security

Date and Time:	January 19, 2015 @2314
Call Type:	Fire
Location:	Echo 1 – 100 Victoria

Reported by:	Onsite guard
Involved/Responding Security:	[redacted]
Involved Subject:	Unknown
Injuries:	No
Description of Event:	Guard advised of a fire on site. Upon a quick CCTV review it appears something exploded, and the fire spread quickly. 2320hrs- Kitchener fire department on site. 2324hrs- Fire is being put out. 2325hrs- WRPS on site. 2330hrs- WRPS leaving property. 2348hrs- allegedly and electrical appliance cause fire. Fire is extinguished all 10-4 WA25-016646
Date and time event closed:	January 19, 2025 @ 2348
Report to Follow:	yes

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MAJOR INCIDENT NOTIFICATION

Corporate Security

Date and Time:	Monday April 28th, 2025 at ~ 1012hrs
Call Type:	Fire

Location:	100 Victoria Street North- Echo 1
Reported by:	O/S Guard
Involved/Responding Security:	O/S Guard
Involved Subject:	Unknown
Injuries:	Not reported
Description of Event:	• O/S guard reported a fire inside the bins on property and have contacted the fire department. • **1017hrs-** Fire department #P18 on site. • Fire department has extinguished the fire and WRPS is on site. It was reported to be caused from matches thrown in the garbage bin. **WA-25-104470** ****END OF INCIDENT****
Date and time event closed:	Monday April 28th, 2025 at ~ 1040hrs
Report to Follow:	No ROWA-2025-050270

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This is Exhibit “I” referred to in the Affidavit of Peter Sweeney affirmed by Peter Sweeney of the City of Cambridge, in the Regional Municipality of Waterloo, before me at the City of Toronto, in the Province of Ontario, on June 6, 2025 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

Commissioner for Taking Affidavits (or as may be)

GRETA HOAKEN

100 Victoria Street North Encampment: Major Incident Summary

MAJOR INCIDENT NOTIFICATION

Corporate Security

Date and Time:	September 8th, 2024 @ 1108hrs
Call Type:	Physical Altercation – Offensive Weapon
Location:	Echo 1 (100 Victoria St N Kitchener)
Reported by:	Onsite SECURITY
Involved/Responding Security:	Onsite SECURITY
Involved Subject:	Unknown
Injuries:	No
Description of Event:	• O/S guard advised dispatch that they have contacted WRPS as there was a disturbance between 2 residents where the one resident had a baseball bat. The bat has been put away been put away and the situation has deescalated but O/S Security want WRPS to attend. • 1109hrs – WRPS on site • 1114hrs – WRPS conducted an arrest on an involved Subject. • 1148hrs – WRPS will be remaining on site for the time being. • 1211hrs – WRPS has left site and everything is 10-4.

	Nothing Further to Report
Date and time event closed:	2024-09-08 @ 1211hrs

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MAJOR INCIDENT NOTIFICATION

Corporate Security

Date and Time:	December 17, 2024 at ~2000hrs
Call Type:	Assault
Location:	100 Victoria Street North
Reported by:	O/S Guard
Involved/Responding Security:	O/S guard
Involved Subject:	Unknown SUBJECT VICTIM: [redacted]
Injuries:	No

Description of Event:	**2000hrs-** O/S guard contacting EMS for resident as they reported they were punched by another resident and requesting to be checked. Resident does not appear to have any physical injuries. **2017hrs-** WRPS and EMS on site **2026HRS-** WRPS off site. SUBJ is not being transported to hospital and does not wish to press charges.
Date and time event closed:	December 17, 2024 @2031
Report to Follow:	Yes

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MAJOR INCIDENT NOTIFICATION

Corporate Security

Date and Time:	April 1st, 2024 at ~2224hrs
Call Type:	Offensive Weapon
Location:	100 Victoria Street North- Echo 1
Reported by:	S/G [redacted]
Involved/Responding Security:	S/G [redacted]

Involved Subject:	Unknown
Injuries:	No
Description of Event:	On site guard advised that an Unknown Male approached them, and stated someone walked up to them and pointed a gun at them. The Male wanted security to call police. On site security called police, who arrived on site. As soon as police arrived on site, the Subject ran off property. Police are checking the area. 2232hrs- WRPS checked area and nothing found, WRPS off site. WA-24-084240
Date and time event closed:	April 1st, 2024 at ~2232hrs

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MAJOR INCIDENT NOTIFICATION

Corporate Security

Date and Time:	April 8th, 2024 @ 0845
Call Type:	Offensive Weapon
Location:	100 Victoria – Echo 1
Reported by:	O/S SECURITY
Involved/Responding Security:	O/S SECURITY
Involved Subject:	Unknown

Injuries:	N/A
Description of Event:	• Onsite SECURITY reported a Male SUBJECT on the property was reportedly wandering around the site with a Knife Brandished in his possession. • SECURITY contacted POLICE for a check well being. • 0854hrs - POLICE is onsite speaking with SUBJECT. • 0905hrs – POLICE offsite, upon speaking to SUBJECT no knife was observed. • Occurrence # WA24-089831
Date and time event closed:	April 8th, 2024 @ 0903

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MAJOR INCIDENT NOTIFICATION

Corporate Security

Date and Time:	July 12, 2024 @1748hrs
Call Type:	Offensive Weapon
Location:	100 Victoria St (Echo 1)
Reported by:	On site Security
Involved/Responding Security:	On site Security
Involved Subject:	Unknown male
Injuries:	No injuries

Description of Event:	• Security guards on site called to advise that there is a Subject walking around with a large knife in his hand. Guards on site contacting Police. • 1749hrs – Security reported that the Subject has gone back inside one of the tents in the Encampment. • 1749hrs – Police arrived on site. • 1751hrs – Police and Security have gone over to speak with the individual. • 1752hrs – Additional Police unit on site. • 1755hrs – Six (6) Police officers now on site speaking with some of the residents in the centre of the Encampment. • 1806hrs – Police learned that the Subject who was holding the knife ran off property prior to Police arriving on site. WA24-182952
Date and time event closed:	July 12, 2024 @1806hrs

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MAJOR INCIDENT NOTIFICATION

Corporate Security

Date and Time:	July 12, 2024 @ 1444hrs
Call Type:	Offensive Weapon
Location:	100 Victoria (Echo1 Encampment)
Reported by:	[redacted]
Involved/Responding Security:	[redacted] On site Security guards for the Encampment
Involved Subject:	Unknown male
Injuries:	No injuries

Description of Event:	• A/S H1 contacted Security Operations Centre to advise that he believes he observed a male Subject inside the Encampment who is in possession of a firearm. SOC advised A/S H1 to contact Police and SOC would begin reviewing CCTV. Subject described as a black male, wearing all black clothing and black shoes. • 1453hrs – Police on site. • 1454hrs – Police placed the Subject under arrest. • 1505hrs – Police searched the Subject and did not locate a firearm. • 1514hrs – Object has been confirmed to be a piece of metal that is in the shape of a handgun. Everything is 10-4. Police have released the Subject back onto property. • WA24-182775
Date and time event closed:	July 12, 2024 @ 1518hrs

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MAJOR INCIDENT NOTIFICATION

Corporate Security

Date and Time:	July 25th, 2024 @1450
Call Type:	Assault
Location:	100 Victoria
Reported by:	[redacted]
Involved/Responding Security:	[redacted]
Involved Subject:	Female- Black hat, White shirt, patterned pants (possibly checkered.)
Injuries:	None Reported

Description of Event:	• 1451hrs- A.S advises of an altercation that took place. Upon review it appears a female SUBJ began arguing with a male. The argument escalated and the female cased the male off property with a possible Knife. Male has gone to the St. Johns Soup Kitchen and is not injured. • 1452hrs- A.S advised that WRPS has been contacted as the female is still on property. • 1511hrs- female SUBJ is now standing in front of St. Johns Kitchen. • 1535hrs- WRPS on site • 1539hrs- WRPS talking to the SUBJ across the Street. • 1548hrs- WRPS off property. WA24-195279
Date and time event closed:	July 25, 2024 @ 1549

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MAJOR INCIDENT NOTIFICATION

Corporate Security

Date and Time:	2024-08-07 @ 0841hrs
Call Type:	Assault with a weapon
Location:	Echo 1 – 100 Victoria
Reported by:	On site Security
Involved/Responding Security:	On site Security

Involved Subject:	Unknown
Injuries:	Female Subject has a minor cut
Description of Event:	• On site Security contacted dispatch and advised that an unknown female Subject was assaulted by a male Subject armed with a "knife". O/S Security contacted WRPS and the female Subject is waiting with Security until WRPS arrives. O/S guards stated the male Subject is inside one of the tents in the encampment. • 0845hrs – WRPS on site. • 0907hrs – WRPS has stated that the male Subject armed with the knife is off property and if they return, to call WRPS back to site as there are grounds to arrest. The female victim has been instructed to stay clear from site for the day. WRPS off site and everything on site is clear. • 0943hrs – Security observed the male Subject return to property and WRPS is being contacted by on site Security. 0948hrs – WRPS on site. 0957hrs – WRPS has placed the Subject under arrest and have taken the Subject into custody. 1019hrs – WRPS is off site and has taken the Subject off site. • Occurrence #WA24-207309 **<u>Nothing Further to Report</u>**
Date and time event closed:	2024-08-07 @ 1020hrs

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MAJOR INCIDENT NOTIFICATION

Corporate Security

Date and Time:	December 15th, 2023 @ 1532
Call Type:	Assault – Police Contacted

Location:	100 Victoria (Echo 1)
Reported by:	S/G [redacted] and S/G [redacted]
Involved/Responding Security:	S/G [redacted] and S/G [redacted]
Involved Subject:	Unknown
Injuries:	Yes, Cuts to Females Face and hands
Description of Event:	• 1536hrs-O/S Guard advised that Female SUBJECT was in a physical altercation with other SUBJECTS. Female SUBJECT was throwing items at SUBJECT and SUBJECT held Female on the ground until WRPS could be contacted by SECURITY. • 1535hrs-SUBJECT release Female and allowed them to get up • 1537hrs- WRPS onsite • 1538hrs- SUBJECT tried biting a Male SUBJECT and punched another SUBJECT. 949 by WRPS • 1542hrs- Fire Truck # P18 onsite • 1546hrs-EMS Truck # 2247 onsite • 1552hrs- Female SUBJECT will be taken by EMS to hospital, in WRPS custody • 1559hrs- 2nd EMS onsite • 1600hrs-EMS # 2247 Offsite, Transporting to GRH • 1602hrs- 2nd EMS off site • 1608hrs- WRPS offsite • Occurrence # WA23-354487
Date and time event closed:	December 15th, 2023 @ 1608

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MAJOR INCIDENT NOTIFICATION

Corporate Security

Date and Time:	February 10th, 2025, at 0849hrs

Call Type:	907 - Assault
Location:	Echo 1 – 100 Victoria St N
Reported by:	S/G [redacted]
Involved/Responding Security:	S/G [redacted] S/G [redacted]
Involved Subject:	1 UF Resident 1 UF Resident 1 UM Subject
Injuries:	Male Subject – Minor scratches on face
Description of Event:	0849hrs - Security reported a physical altercation between 2 female Residents and 1 male Non-Resident. - Security was able to de-escalate the altercation that the female Residents initiated. - The 2 female Residents have since gone into their tents and the male Subject has left property. - The female Residents reported no injuries. - The male Subject reported scratches on his face, but refused EMS and did not wish to involve 927 nor press charges. - Everything 10-4. NFTR.
Date and time event closed:	February 10th, 2025, at 0849hrs
Report to Follow:	N/A

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MAJOR INCIDENT NOTIFICATION

Corporate Security

Date and Time:	Friday May 2nd, 2025 at ~1841hrs
Call Type:	Disturbance with an Offensive Weapon
Location:	Echo 1- 100 Victoria Street North
Reported by:	O/S Guard
Involved/Responding Security:	O/S Guard
Involved Subject:	Matthew STEFANAC; Patrick BRADLEY
Injuries:	Not reported at this time
Description of Event:	• **1845hrs** -O/S guard reported a fight involving two residents on the property. SECURITY witnessed Resident 1 M.S. on top of Resident 1 P.B. SECURITY separated the Residents, but noticed that M.S. had a Knife on their person. A member of FightBackKW intervened and advised SECURITY not to contact WRPS as the RESIDENTS were separated. SECURITY disengaged and contacted WRPS. • **1848hrs-** WRPS on site. • **1849hrs-** WRPS arrested the SUBJECT involved. • **1852hrs-** EMS #2079 and KFD #P18 on site. • **1858hrs-** KFD off site. • **1912hrs-** EMS off-site. SUBJECT was not transported. • **1947hrs-** WRPS moved to 84 Victoria Parking lot with SUBJECT in custody. • **2000hrs-** WRPS is still in the area, with SUBJECT in custody. • **2145hrs**– WRPS is off-site, and everything on site is 10-4. **WA-25-108691** ****No Further Updates****
Date and time event closed:	2025-05-02 @ 2145hrs

Report to Follow:	Yes

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This is Exhibit “J” referred to in the Affidavit of Peter Sweeney affirmed by Peter Sweeney of the City of Cambridge, in the Regional Municipality of Waterloo, before me at the City of Toronto, in the Province of Ontario, on June 6, 2025 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

Commissioner for Taking Affidavits (or as may be)

GRETA HOAKEN

Pactima eSignature Package ID: jhL76xtRrX-y1Ul1b-fMY

This is Exhibit “K” referred to in the Affidavit of Peter Sweeney affirmed by Peter Sweeney of the City of Cambridge, in the Regional Municipality of Waterloo, before me at the City of Toronto, in the Province of Ontario, on June 6, 2025 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

Commissioner for Taking Affidavits (or as may be)

GRETA HOAKEN

Incident Type:	Harassment and Violence

Incident Details

Employee Details

Employee Name:	[redacted]	Employment Type:	Full-Time
Employee ID:	[redacted]	Supervisor:	[redacted]
Gender:	Female		
Department:	Housing and Support Providers (B)		
Top Department:	Housing Services		
Division:	Community Services		
Job Title:	Unsheltered Support Worker		
Time in Position:	[redacted]		
Hire Date:	[redacted]		
Employee Class:	[redacted]		

Incident Details

Date of Incident:	May 14, 2025	Country:	Canada
Time of Incident:	14:00	Equipment Involved:	
Date Employee Reported to Employer:	May 14, 2025	Date of Shift Start	May 14, 2025

Time Employee Reported to Employer:	14:14	on Date of Incident:	
Date of Incident Submission:	May 15, 2025	Time of Shift Start on Date of Incident:	07:30
Time of Incident Submission:	13:55	Shift Type:	Regular Scheduled Shift
Location of Incident:	Unknown	Scheduled Shift Length:	8.75
Incident Submitted By:	[redacted]	Overtime Shift:	○ Yes ◉ No
		Please select which Joint Health and Safety committee (JHSC) or Health and Safety Representative (HSR) represents you:	[redacted]

Identify All People Involved

Role	Person/ Employee Name	Employee ID	Person Type	Phone #	Email	Supervisor
Employee	[redacted]	[redacted]	Involved Party	[redacted]	[redacted]	[redacted]
Employee			Involved Party			
Employee			Witness			
Member of Public			Witness			
Member of Public	bystander		Involved Party			

Harassment and Violence

Conflict Categorization

Type of Conflict:	Both

Harassment and Violence Details

Did the situation involve physical violence?:	○ Yes ◉ No
Were weapons involved?:	○ Yes ◉ No
Is the aggressor an employee of the company?:	○ Yes ◉ No
Did the situation involve harassment?:	◉ Yes ○ No
Harassment:	Conduct,Comment Made
Harassment Type:	Verbal,Action Intended to Frighten/Coerce/Induce Duress
Is the aggressor a third-party to the company? (i.e. customer, patient, member of the public, etc.):	◉ Yes ○ No
Type Of Third Party:	Client
Is there a risk of domestic violence to the employee?:	○ Yes ◉ No
Has the aggressor been involved with any previous violent incidents with staff?:	○ Yes ◉ No
Were the police summoned for this incident?:	◉ Yes ○ No
Please Provide Occurrence Number:	unknown

Additional Details

Aggressor Identification:

David F.

Incident Type: Harassment and Violence

Incident Details

Employee Details

Employee Name:	[redacted]	Employment Type:	Full-Time
Employee ID:	[redacted]	Supervisor:	[redacted]
Gender:	Female		
Department:	Housing and Support Providers (B)		
Top Department:	Housing Services		
Division:	Community Services		
Job Title:	Unsheltered Support Worker		
Time in Position:	[redacted]		
Hire Date:	[redacted]		
Employee Class:	[redacted]		

Incident Details

Date of Incident:	May 14, 2025	Country:	Canada
Time of Incident:	14:00	Equipment Involved:	
Date Employee Reported to Employer:	May 14, 2025	Date of Shift Start	May 14, 2025

Time Employee Reported to Employer:	14:14	on Date of Incident:	
Date of Incident Submission:	May 15, 2025	Time of Shift Start on Date of Incident:	07:30
Time of Incident Submission:	13:51	Shift Type:	Regular Scheduled Shift
Location of Incident:	Unknown	Scheduled Shift Length:	7
Incident Submitted By:	[redacted]	Overtime Shift:	○ Yes ◉ No
		Please select which Joint Health and Safety committee (JHSC) or Health and Safety Representative (HSR) represents you:	[redacted]

Identify All People Involved

Role	Person/ Employee Name	Employee ID	Person Type	Phone #	Email	Supervisor
Employee	[redacted]	[redacted]	Involved Party		[redacted]	[redacted]
Employee			Involved Party	[redacted]		
Employee			Involved Party			
Member of Public			Witness			
Member of Public	cannot be named- bystander		Witness			

Harassment and Violence

Conflict Categorization

Type of Conflict:	Both

Harassment and Violence Details

Did the situation involve physical violence?:	○ Yes ◉ No
Were weapons involved?:	○ Yes ◉ No
Is the aggressor an employee of the company?:	○ Yes ◉ No
Did the situation involve harassment?:	◉ Yes ○ No
Harassment:	Conduct,Comment Made
Harassment Type:	Action Intended to Frighten/Coerce/Induce Duress,Verbal
Is the aggressor a third-party to the company? (i.e. customer, patient, member of the public, etc.):	○ Yes ◉ No
Is there a risk of domestic violence to the employee?:	○ Yes ◉ No
Has the aggressor been involved with any previous violent incidents with staff?:	○ Yes ◉ No
Were the police summoned for this incident?:	◉ Yes ○ No
Please Provide Occurrence Number:	unknown

Additional Details

Aggressor Identification:

David F.

Court File No. CV-25-00000750-0000

THE REGIONAL MUNICIPALITY OF WATERLOO Applicant	-and-	PERSONS UNKNOWN AND TO BE ASCERTAINED Respondents

ONTARIO
SUPERIOR COURT OF JUSTICE

PROCEEDING COMMENCED AT
WATERLOO REGION

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Lawyers for the Applicant,
The Regional Municipality of Waterloo

Court File No. CV-25-00000750-0000

ONTARIO

SUPERIOR COURT OF JUSTICE

B E T W E E N:

THE REGIONAL MUNICIPALITY OF WATERLOO

Applicant

and

PERSONS UNKNOWN AND TO BE ASCERTAINED

Respondents

AFFIDAVIT OF DOUGLAS JOHN SPOONER

I, **Douglas John Spooner**, of the City of Waterloo, in the Regional Municipality of Waterloo, **AFFIRM AND SAY**:

1. I am the Director, Transit Services and the Acting Commissioner, Transportation at the Region of Waterloo (the "**Region**"). I have held these positions since February 2023 and April 2024 respectively.

2. As such, I have personal knowledge of the matters set out in this affidavit. Where I do not have personal knowledge of a matter, I state the source of my information and believe it to be true.

A. Overview

3. The Region is undertaking the design and construction of a new transportation centre, the Kitchener Central Transit Hub ("**KCTH**"), to be located at the corner of King and Victoria Streets in Kitchener. The KCTH will combine numerous services to act as

one central and convenient transit hub in the heart of the Region of Waterloo. I have been actively involved in matters relating to the KCTH on behalf of the Region for several years.

4. The KCTH will be constructed by the Region in conjunction with Metrolinx, a non-share capital corporation continued under the *Metrolinx Act, 2006, S.O. 2006, c. 16* and a Crown agency within the meaning of the *Crown Agency Act, R.S.O. 1990, c. 48*, as amended in accordance with Section 3 of the *Metrolinx Act, 2006* ("**Metrolinx**").

5. The property municipally known as 100 Victoria Street North, Kitchener (the "**Property**") will be required by the Region and Metrolinx in connection with the construction of the KCTH. The Property is currently occupied by an encampment of unhoused persons (the "**Encampment**").

6. Metrolinx requires use of the Property for construction staging and laydown purposes. Construction staging and laydown are critical planning and preparation activities that support the physical construction of a project—every construction project requires a designated area where materials, tools, and equipment are stored and organized for easy access during the project. The proximity, size and grade of a site are all important factors to consider in choosing such a site, to ensure safety and optimize workflow. The Property is the only space owned by the Region that is proximate to the construction work to be conducted by Metrolinx, of an adequate size, and on-grade with the construction site.

7. Metrolinx has indicated that based on the current project schedule, it will require possession of the Property in March 2026. As a result, the Region will require vacant

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possession of the Property by December 1, 2025 to ensure it delivers the Property to Metrolinx in an appropriate condition for Metrolinx's work.

B. My Role

8. I joined the Region in 2023. My previous work included roles at Metrolinx, the Invictus 2017 Games, and the Toronto 2015 Pan Am/Parapan Am Games.

9. In my roles as Director, Transit Services, and Acting Commissioner, Transportation, at the Region, I provide strategic leadership in the planning, operations, and maintenance of transit services, rapid transit service and transportation. This includes the oversight of 1100 staff, over 330 buses, 15 LRV sets, 1750 lane kilometres of roadway and the associated systems and infrastructure.

10. One of the strategic priorities for the Region and of which I am in charge is to build a connected rural and urban community and an integrated transportation network that includes active transportation, bus, train and rapid transit. Another priority is to expand higher-frequency train connections from the Kitchener-Waterloo region to major Ontario communities including the Greater Toronto Area ("**GTA**") and other regions in southwestern Ontario. These priorities are laid out in the recently updated Grand River Transit Business Plan and the 2018 Transportation Master Plan which is currently in the planning stages for an update. A copy of the Transit Business Plan is attached to this affidavit as **Exhibit "A"**. A copy of the 2018 Transportation Master Plan is attached to this affidavit as **Exhibit "B"**.

11. In addition to the KCTH (which is outlined in detail below), the Region is actively engaged in multiple infrastructure and transit-related projects. These include the Victoria

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Street modification project, which seeks to connect Victoria Street, King Street West, and Weber Street West in Kitchener in an improved manner (the "**Victoria Street Reconstruction**" discussed in detail below), a dedicated bus lane and multi-use trail that will facilitate access to KCTH, the planning and development of Stage Two of the Light Rail Transit system, collaboration with the Province of Ontario regarding a proposed GO Transit connection between Cambridge and Guelph, and the finalization of a new business plan for Grand River Transit.

C. The Property

12. The Region is the registered owner of the Property. The Property is located at the corner of Victoria Street and Weber Street. It is approximately one-half acre in size and consists of a gravel parking lot. The Property was acquired in November of 2012 for the purposes of constructing a project known as the Weber Street Grade Separation. The Region acquired the land for the sum of $2,535,000 in market value. A copy of the parcel register for the Property showing the Region as the registered owner is attached to this affidavit as **Exhibit "C"**.

13. The Property is surrounded:

(a) To the east (across Weber Street West), by the VIA Rail Train Station (which also provides service to GO trains, and which land also includes a GO Bus transfer station, and a Region owned parking lot for transit customers);

(b) To the west, by a commercial plaza municipally known as 70-84 Victoria Street North and which includes businesses such as a bakery and cake shop, a jewelry store, and a dancewear store;

(c) To the north, by a Metrolinx owned rail corridor; and

(d) To the south (across Victoria street), by among other businesses, a church which includes St. John's Kitchen which provides free meals to persons in need including to persons residing at the Encampment.

14. An aerial map of the Property and surrounding uses is attached to this affidavit as **Exhibit "D"**.

D. The Kitchener Central Transit Hub

1. The KCTH is a cornerstone of the Region's strategic priorities

15. As the Waterloo Region's population quickly grows to one million residents, the community is on the cusp of significant change. To help shape future growth, the Region, along with its partners, is leading transformational projects intended to positively impact residents and visitors for generations to come.

16. The KCTH is one of these projects. It has been in development for nearly a decade and is a landmark endeavour for the Region. The Region's belief is that the KCTH is vital to the economic and social growth and wellbeing of the residents of the Region, and that it has the potential to stimulate growth and development well into the future. Once completed, the KCTH will act as a gateway to the Region, serving current and future residents, as well as visitors from around the world. It will redefine how people connect, commute, and experience the Region of Waterloo community.

17. Reliable public transit is a critical public good. A reduction in commuter times and improvement in overall mobility across the Region will constitute a significant service to

the Region's residents. This is especially true for those who rely on public transit daily, including those who commute for work, seniors, students, lower-income residents, and people with disabilities.

18. The KCTH will make it easier for residents of the Region to reach jobs, schools, employment centers, shelter, hospitals, and essential services. The KCTH will connect multiple transportation services including the following modes in one location:

(a) ION light rail transit;

(b) Grand River Transit, including bus service;

(c) Expanded GO Transit (including both rail and bus service);

(d) VIA Rail service;

(e) Inter-city bus service;

(f) Passenger vehicles and car shares;

(g) Neuron scooters, cyclists and pedestrians, including a connection to the Waterloo Region Trail network; and

(h) Regular service to the Region of Waterloo International Airport (YKF).

19. By consolidating multiple transit systems—buses, inter-city, local and light rail, and passenger vehicles—into one location, the KCTH will dramatically improve public transit access throughout the Region by reducing transfer times and making connections more convenient.

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20. The KCTH will also help connect the Region to other major urban areas including the GTA and southwestern Ontario, and improve access to and better integrate the communities surrounding Kitchener-Waterloo. For residents in outlying areas who currently face long or fragmented travel times, the KCTH will offer an opportunity to commute in a more direct and efficient manner, and to commute to and from communities that would have previously been less accessible.

21. Eventually, the goal of the KCTH is to allow, for example, a resident of Kitchener-Waterloo to commute to job opportunities in Toronto without needing to relocate, and vice versa. This flexibility will help address affordability challenges in Kitchener-Waterloo and the surrounding communities.

22. The KCTH also has the potential to boost the economic health of the surrounding Region of Waterloo community significantly. In my experience, companies are likely to expand or relocate to areas with strong transit access. For the immediate Kitchener area surrounding the KCTH, the influx of daily commuters will support local businesses, attract investment, and raise the appeal for retail, commercial, and residential development, ultimately providing job opportunities. For residents across the Region, better access to jobs and education translates into greater economic mobility and opportunity.

23. One example of how I anticipate this will work in practice is that the KCTH will serve as the Region's connection to the "Toronto-Waterloo Innovation Corridor"—one of North America's fastest-growing technology and business ecosystems. The Toronto-Waterloo Corridor is the third largest 'tech' cluster in North America and home to more than approximately 15,000 tech companies, including over 5,200 startups and more than

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343,000 employees in high-tech industries. Workers and firms will all benefit from the faster, more predictable access to regional partners, clients, and labor markets the KCTH will provide. A copy of the Waterloo EDC's website containing a description of the Toronto-Waterloo Innovation Corridor is attached to this affidavit as **Exhibit "E"**.

24. The KCTH will also support the Homes for All, Equitable Services and Opportunities and Climate Aligned Growth focus areas within the Region's 2023 – 2027 Strategic Plan (the "**Strategic Plan**"). A copy of the Strategic Plan is attached to this affidavit as **Exhibit "F"**.

2. The Region's Contractual Obligations with respect to the KCTH

25. On May 7, 2018, the Region and the Province of Ontario, through the Ministry of Transportation, entered into a Transfer Payment Agreement for the partial funding of the first phase ("**Phase 1**") of the KCTH in an amount of approximately $43,000,000. A copy of the May 7, 2018 Transfer Payment Agreement is attached to this affidavit as **Exhibit "G"**.

26. On November 25, 2024, the Region and the Province of Ontario, through the Ministry of Transportation, entered into an amending agreement ("**Amending Agreement No. 1**") with respect to the May 7, 2018 Transfer Payment Agreement. Amending Agreement No. 1 outlines, among other things, that Metrolinx would be taking on some of the off-corridor work that was contemplated as part of the May 7, 2018 Transfer Payment Agreement. Amending Agreement No. 1 also provides that the completion date for the project (as defined in the May 7, 2018 Transfer Payment Agreement) is December

31, 2029. A copy of Amending Agreement No. 1 is attached to this affidavit as **Exhibit "H".**

27. Phase 1 of the construction of the KCTH is anticipated to include the following construction by Metrolinx:

(a) Platform infrastructure (including the planned relocation of the Go Train Platform);

(b) Construction of the Duke Street tunnel; and

(c) Modification to the tracks in the surrounding area, including construction of a retaining wall across the south side of the tracks.

28. The Property lies directly adjacent to the area in which Metrolinx will be performing the above work, including, most proximately, the track work and modification thereto and the construction of the retaining wall, all of which will take place in the rail corridor directly north of the Property. The Property is the most proximate land owned by the Region to the area in which Metrolinx will be performing its Phase 1 work.

29. On December 18, 2024, Metrolinx advised the Region that, "as part of the planned Kitchener Central station", Metrolinx was planning to take "temporary possession of the Property in March 2026 for construction staging and laydown purposes". A copy of the letter from Metrolinx is attached to this affidavit as **Exhibit "I".**

30. In that same letter, Metrolinx advised that the March 2026 date was based on the current project schedule and aligned with the anticipated mobilization of the future

contractor that would construct the Metrolinx scope of the KCTH. Metrolinx also advised that the indicated possession date may be subject to change, and it committed to working with the Region to confirm the actual possession date and to advise of any relevant changes to the project timelines that could impact the indicated possession date.

31. As of the date of swearing of this affidavit, Metrolinx has not advised that the March 2026 date has changed.

32. In May of 2025, Metrolinx and the Region finalized a Cost Sharing Agreement (the "**Memorandum of Understanding**" or **MOU**"). Pursuant to the MOU, Phase 1 of the KCTH will achieve design completion by July 2025, and proceed to tender in October of 2025.

33. Phase 1 is also anticipated to include the following construction by the Region:

(a) A pedestrian bridge over King Street connecting the multi-use path directly to the station;

(b) A bus loop that has capacity for up to 8 buses, including Grand River Transit, GO Transit and third party bus carriers;

(c) A large pedestrian ramp to provide accessible access to the station platform and to the multi-use path;

(d) A pickup and drop-off area;

(e) Construction of the off-site parking lot;

(f) Work to connect the Duke Street which will become a multi-use path to the neighborhoods across the rail corridor; and

(g) Site development to enhance Kitchener's downtown core.

34. Schedule B of the MOU also includes works that will be completed by the Region on or near the Property, including the work contemplated at sections B(1), (i) the permanent closure of Duke Street West between Victoria Street North and Breithaupt Street, (iv) the reconfiguration of Duke Street West between the south end of the south platform and Victoria Street North including the bus loop featuring 3 Metrolinx bus bays, 2 GRT bus bays, and 1 GRT mobility plus bay, and (xii) the lighting of the multiuse path between the south end of the multiuse path tunnel and Victoria Street North. The Property sits between both Duke Street West and Victoria Street North.

35. The MOU as executed by the Region is attached to this affidavit as **Exhibit "J".** The Region anticipates that Metrolinx will execute the document forthwith.

36. The Region also has contractual commitments with and has secured funding commitments from the Province of Ontario, through the Ministry of Transportation, and the Federal Government, with respect to the second phase of the KCTH ("**Phase 2**"). Pursuant to those contractual documents, Phase 2 will also require construction in and around the Property. The contracts with respect to Phase 2 are not a matter of public record and the Region is not in a position to disclose them unilaterally at this time.

E. The Property is Needed by December 1, 2025

1. Metrolinx Requires Use of the Property for Laydown Work

37. As noted above, Metrolinx has notified the Region that it requires the Property for its use as a construction staging and laydown area by March 2026.

38. Staging involves organizing the sequence of construction tasks and determining how equipment, materials, and crews will move and operate safely and efficiently on-site. Laydown areas are designated spaces, which are necessarily adjacent to or as proximate as possible to the construction site, where materials, tools, machinery, and temporary structures are stored before being used.

39. In my experience, an adequately chosen laydown site is essential for ensuring worker safety, maintaining workflow, minimizing delays, and ensuring that the job site remains organized and accessible. Proximity is key in determining what site to use as a laydown area. Often, large construction equipment and materials are stored on the laydown site and transported to or from the construction site. A laydown site that is even a short distance away from the work being conducted can increase the chance of worker injury by increasing the distance materials or equipment have to travel, and can, on aggregate, add significant additional time to a project. The Property is the most proximate site that is owned by the land and is adjacent to the lands on which the Metrolinx work will be taking place.

40. The grade of a site is also important. The Property was designed to be on-grade with the rail corridor and other adjacent areas where work is taking place. I have seen

similar rail construction projects where workers have been injured by equipment falling over while traversing a grade raising or on shaky ground.

2. Alternative Sites are not Available

41. The Region has considered whether the Region could provide another property that it owns to Metrolinx as an alternative to the Property.

42. To undertake this analysis, my office made a list of other properties owned by the Region and located within one kilometer of 50 Victoria Street. We have determined that no other site can be used for Metrolinx's purposes, for the following reasons:

(a) The following sites are not adjacent to the sites where Metrolinx will be performing its work, and are already being used for the Project, such that they cannot be used for staging and laydown purposes:

(i) 16 Victoria Street North, 510 King Street West, 520 King Street West: these properties comprise the future site of the KCTH itself, and will need to remain vacant for other construction work required to be performed in respect of the KCTH construction;

(ii) 60 Victoria Street North: this property is the site of the Rumpel Felt Co. building, and on which other Region work will take place in the near term, including demolition of part of the Rumpel Felt building; and

(iii) 123 Breithaupt Street: this site is above grade, there is private land between this site and Duke Street West, and this land is already

intended to be used and occupied by Metrolinx for other work related to its corridor works.

(b) The following sites have other active ongoing uses: 70 Victoria Street North (commercial complex where buildings are already leased out); 84 Victoria Street North (a leased parking lot); 100 Weber Street West (which operates currently as a paramedic services building); and 225-227 Weber Street West (which operates as a bus terminal and is a paved surface on a corner lot).

(c) The following sites are not appropriate for staging and laydown purposes, because they are not proximate to the construction sites, and are small plots of grass that do not contain enough space: 237 Weber Street West; 249 Weber Street West; 253 Weber Street West; 281 Weber Street West; 341 Weber Street West; 345 Weber Street West; and 349 Weber Street West.

43. A copy of a chart prepared by my office showing the alternative land uses is attached to this affidavit as **Exhibit "K"**.

44. Finally, the option of purchasing additional land for laydown is impractical for several key reasons. The cost of acquiring suitable land that is proximate to the construction site is prohibitively high and the types of land available in close proximity are not suitable for construction purposes. Finally, the time required to identify, purchase, and prepare new land would delay the project timeline.

3. The Region needs to commence remediation work by December 2025

45. Metrolinx requires the Property by March 2026. The Region will be obligated to provide the Property to Metrolinx in a condition fit for Metrolinx's use. Prior to providing the Property to Metrolinx for its use, the Region will require time to engage in remediation and preparation of the Property.

46. Remediation work will include site clean up, site investigations and geotechnical testing. It could also include soil testing and scraping, removal of hazardous materials, groundwater monitoring, site clean up, investigations and geotechnical testing, and other remediation to ensure the land meets safety standards and will not pose risks to workers or future users. Estimates from the Region's Design and Construction team (responsible for all construction and construction oversight at the Region) indicate that it will take the Region up to three months to complete the remediation work on the Property, allowing for contingencies for unfavourable weather.

F. Other Work to be done Adjacent to the Property

47. In addition to requiring the Property itself for construction, construction work will be ongoing in the neighbourhood surrounding the Property and on all sides of the Property.

1. Metrolinx's Track and Platform Works

48. Metrolinx's construction within the rail corridor, including, as noted above, at 123 Breithaupt Street, will take place directly to the north of the Property. Part of the rail corridor works will include a new rail platform that will extend from King Street to adjacent to the Property. The initial components of Metrolinx's work will involve building up the

ground level of the tracks just south of 123 Breithaupt Street and constructing a diversion track to maintain track use during the project.

49. Once this work is complete, Metrolinx will raise the section of rail tracks between King Street and Weber Street and relocate the rail platform from between Weber Street and Ahrens Street to the rail corridor between King Street to Duke Street. Metrolinx will also construct a diversion track that will be incorporated in the rail system immediately behind the Property. Construction of the diversion track will include the build-up of ground level and rail modifications in this area. A diagram showing the locations of 123 Breithaupt (the black rectangle), Metrolinx's work (pink box) and the diversion track (blue) is attached to this affidavit as **Exhibit "L"**.

2. Region's Work and the Bus Loop

50. The KCTH will entail construction on Region lands directly to the west of the Property at 50 Victoria Street North, as noted above. This work will begin with a partial demolition of the Rumpel Felt Co. building. Eventually, the bus loop will occupy this area.

3. Victoria Street Reconstruction

51. In connection with the construction of KCTH, Victoria Street North (immediately south of the Property) will also undergo significant construction and transformation to accommodate multi-modal transportation into and out of the KCTH, including pedestrian, bicycle, bus, and other vehicles. The road will include a bike lane, sidewalk, dedicated bus lanes and two-lane traffic. Construction is expected to begin in 2026.

4. Health and Safety Risks to the residents of the Encampment

52. Given that construction work will be taking place on all sides of the Property, including rail work, road work and most critically demolition work, I am concerned with the health and safety risks to anyone residing nearby while construction work is ongoing.

53. People living near a construction site may face several physical hazards that can threaten their health and safety. Continuous construction activity near occupied areas, especially where heavy construction machinery is anticipated to be used, increases the potential for accidents, both minor and major, and possibly fatal, to occur. Debris and materials from the site may occasionally fall or be carried into nearby spaces, creating potential risks of injury or property damage. The risks of heavy machinery or other fatal accidents must be taken seriously.

54. There is also the likelihood for significant noise and light pollution to occur. Proximity to a construction site expose people to noise, dust, bright lights used for nighttime work, noxious fumes, and other hazards.

55. Additionally, despite fencing and signage, accidental trespassing into the construction site could expose people to dangerous areas, open pits, and heavy machinery. This is especially true for pedestrians who may be unfamiliar with the area or unaware at a given moment of the dangers. A secure perimeter around the entire construction site is therefore optimal and warranted.

G. The Proposed Bylaw

56. I am aware that on April 23, 2025, the Region passed Bylaw 25-021 which will allow for vacant possession of the Property by December 1, 2025.

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57. I swear this affidavit in support of the Region's application regarding the constitutionality of Bylaw 25-021, and for no other or improper purpose.

AFFIRMED by Douglas John Spooner of the City of Waterloo in the Regional Municipality of Waterloo, before me at the City of Toronto, in the Province of Ontario, on June 6, 2025 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

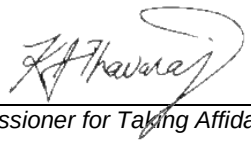
Commissioner for Taking Affidavits
(or as may be)

KARTIGA THAVARAJ
(LSO # 75291D)

Doug Spooner

Douglas John Spooner

This is Exhibit “A” referred to in the Affidavit of Douglas John Spooner affirmed by Douglas John Spooner of the City of Waterloo, in the Regional Municipality of Waterloo, before me at the City of Toronto, in the Province of Ontario, on June 6, 2025 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.



Commissioner for Taking Affidavits (or as may be)

KARTIGA THAVARAJ

GRAND RIVER TRANSIT

GRT Business Plan

Grand River Transit's business plan will provide a roadmap to guide future transit service expansion and investments over the next 10 years and beyond.

The GRT Business Plan builds on transit priorities identified through the Region's **Strategic Plan** and **Budget** consultations, and engagement with riders, staff, community members and partners.

GRT's Business Plan has three main parts, supported by transit technology modernization and a fares strategy:

- **Conventional Bus and Train Plan**
- **MobilityPLUS and Kiwanis Transit Plan**
- **Township Transit Strategy**
- **Fares strategy**

The plan focuses on how to make transit easier to use, where and when GRT can serve you better, and how and where GRT should prioritize frequency and speed. These guiding principles inform all parts of the GRT Business Plan.

Frequency | Speed | Customer focus | New coverage | Simple and intuitive

GRT's transit investment priorities are summarized below. Together, the GRT Business Plan will help make transit the easy transportation choice for more people by significantly expanding the service area of GRT, improving transit travel times, and better connecting communities across Waterloo Region.

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Conventional Bus and Train Business Plar

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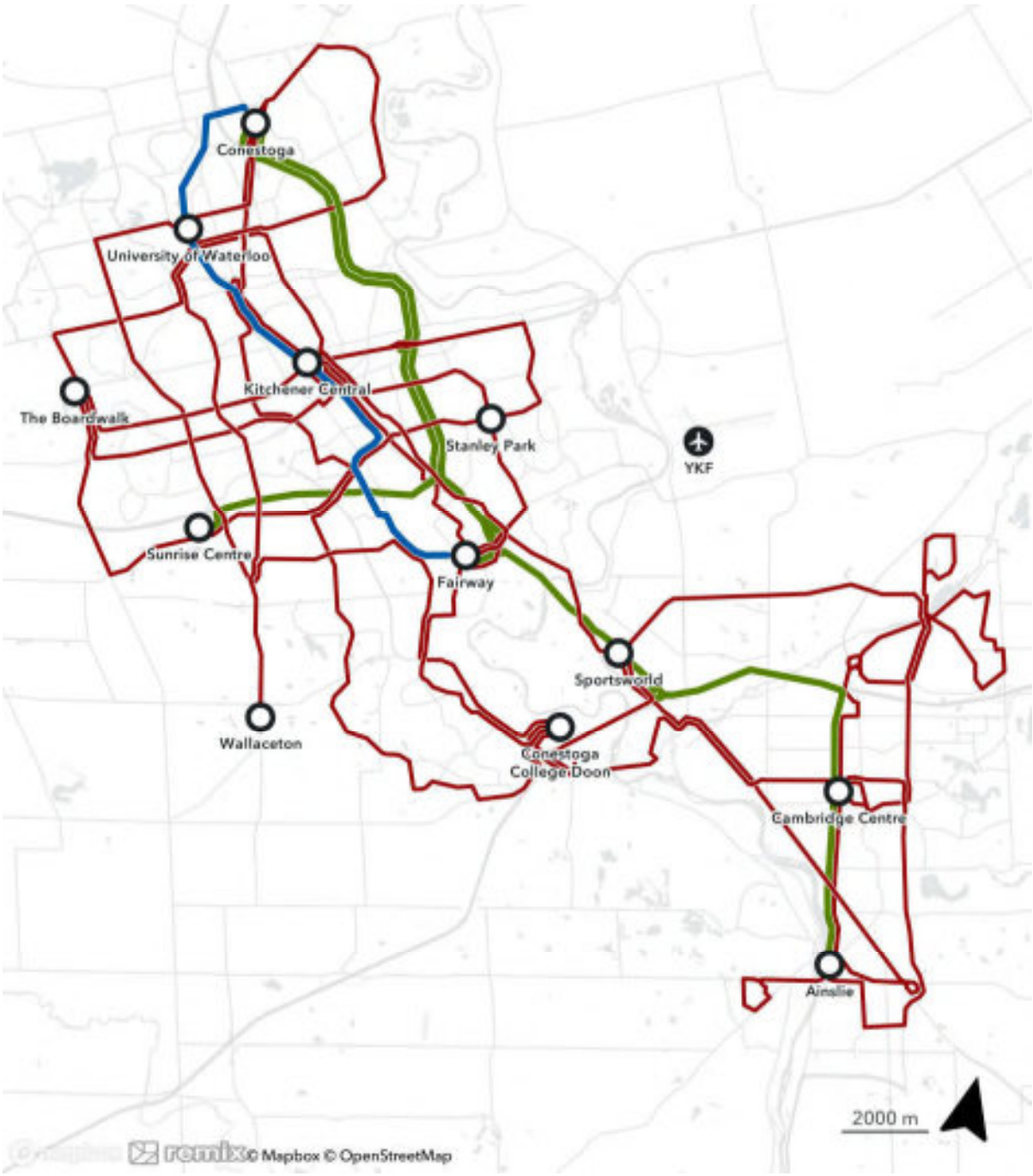
The plan will guide the expansion of conventional bus and train services to ensure GRT can meet the needs of a rapidly-growing population, and support the Region's commitments to Strategic Plan priorities and reduce community transportation emissions.

Frequent transit network

- Service every 10 minutes on weekdays from 7 a.m. - 7 p.m., and service every 15 minutes all other times, on 16 key routes in Cambridge, Kitchener, and Waterloo
- **Riders will benefit from improved transfers**
    - On average, **riders will be able to reach approximately 38,000 more people and 15,000 more jobs within a one-hour trip** compared to today.
    - An estimated 400,000 people and 200,000 jobs will be within 800 metres of the frequent transit network.



- Proposed frequent transit network routes include:

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    - ION LRT 301
    - ION Bus / Highway Express 302
    - New Highway Express 303
    - iXpress 201, 202, 203, 204, 205, and 206.
    - Local Routes 7, 8, 12, 16, 20, 51, 53, and 61.
- The frequent transit network will be a focus for future transit priority projects
- Map illustrates the proposed frequent transit network (red), with connections to ION light rail (blue), and the proposed highway express services (green)
- Final network, routing, and stops subject to change through annual reviews and approval process for service, infrastructure, operations, and budget
- Guiding principles achieved:
    - Frequency, Speed, Customer focus, New coverage, and Simple and intuitive

Consistent schedules

- Make schedules more consistent all day, with frequency improvements on many local routes
- Riders will enjoy more consistent travel times and improved transfers, all day, every day
- GRT will focus on:
    - Improved evening schedules
    - New and improved weekend service
    - More consistent schedules all-day during weekdays as the GRT bus fleet grows
- Strategic transit priorities achieved:
    - Frequency, Customer focus and Simple and intuitive

Highway express

- Introduce rapid services connecting Cambridge, Kitchener, and Waterloo to improve speed and transit freedom
- Based on public feedback, the proposed highways express network has been revised and expanded:
    - Combine 302 ION Bus with a direct highway connection between Fairway and Conestoga Stations; and
    - Introduce a new highway route connecting Conestoga and Sunrise Centre Stations.
- **Riders will get more time back in their day and save about 20 minutes on trips between Cambridge (Ainslie Terminal) and Waterloo (Conestoga Station)**Transit trips across the tri-cities can better compete with car and rideshare
- The highway express and frequent transit network support ridership growth ahead of Stage 2 ION and Cambridge-Guelph passenger rail projects
- Map illustrates the proposed highway express network (green) with connections ail (blue), and the proposed frequent transit network (red)

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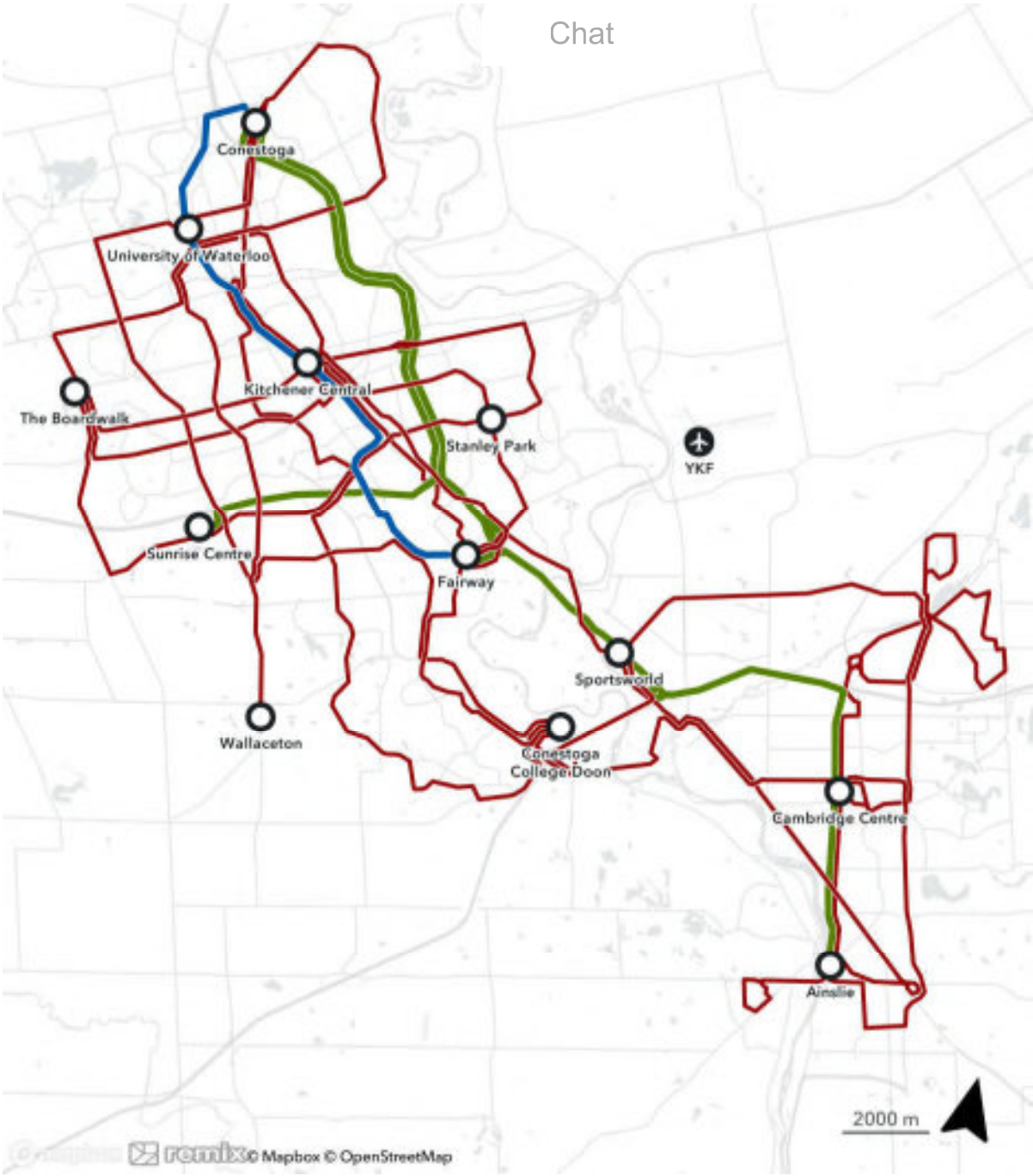

  - Final network, routing, and stops are subject to change through annual reviews and approval process for service, infrastructure, operations, and budget
- Strategic transit priorities achieved:
  - Speed, Customer focus and Simple and intuitive

New coverage

- New routes and route adjustments to improve GRT's coverage of new and growing communities, and industrial areas as the GRT bus fleet grows

Chat

- **Riders will gain access to new or improved services on l · neighbourhood and workplace**
- GRT's focus areas for new coverage include:
    - Southeast Cambridge and the city's key industrial areas
    - Southwest Kitchener
    - North Waterloo
- Strategic transit priorities achieved:
    - Customer focus, New coverage

Overnight network

- Introduce 24/7 bus service on most of GRT's busiest routes across Cambridge, Kitchener, and Waterloo
- Overnight service every 30 minutes on core routes, with industrial trips to support 24/7 operations (areas shaded in blue on map)
- **Customers studying or working late night/overnight shifts will have transit options all night long, all week**
- Transit security enhancements and station and stop improvements will support safe and inclusive overnight trips for operators and riders
- Preliminary proposed overnight network routes include:
    - Routes 301 (modified bus service integrated with routes 7 and 91), 302 (modified service integrated with route 51), 201, 202, 204, 8, and 12
    - Additional industrial trips will support overnight work at key employment centres in Cambridge, north Waterloo and southeast Kitchener
- GRT will introduce more late-night services as a first step towards implementing the overnight transit network
- Map illustrates proposed overnight network concept
    - Final network, routing, and stops subject to change through annual reviews and approval process for service, infrastructure, operations, and budget

Strategic transit priorities achieved:

- Customer focus and New coverage

MobilityPLUS and Kiwanis Transit Plan

This plan will guide the improvement and expansion of specialized transit services within Waterloo Region.

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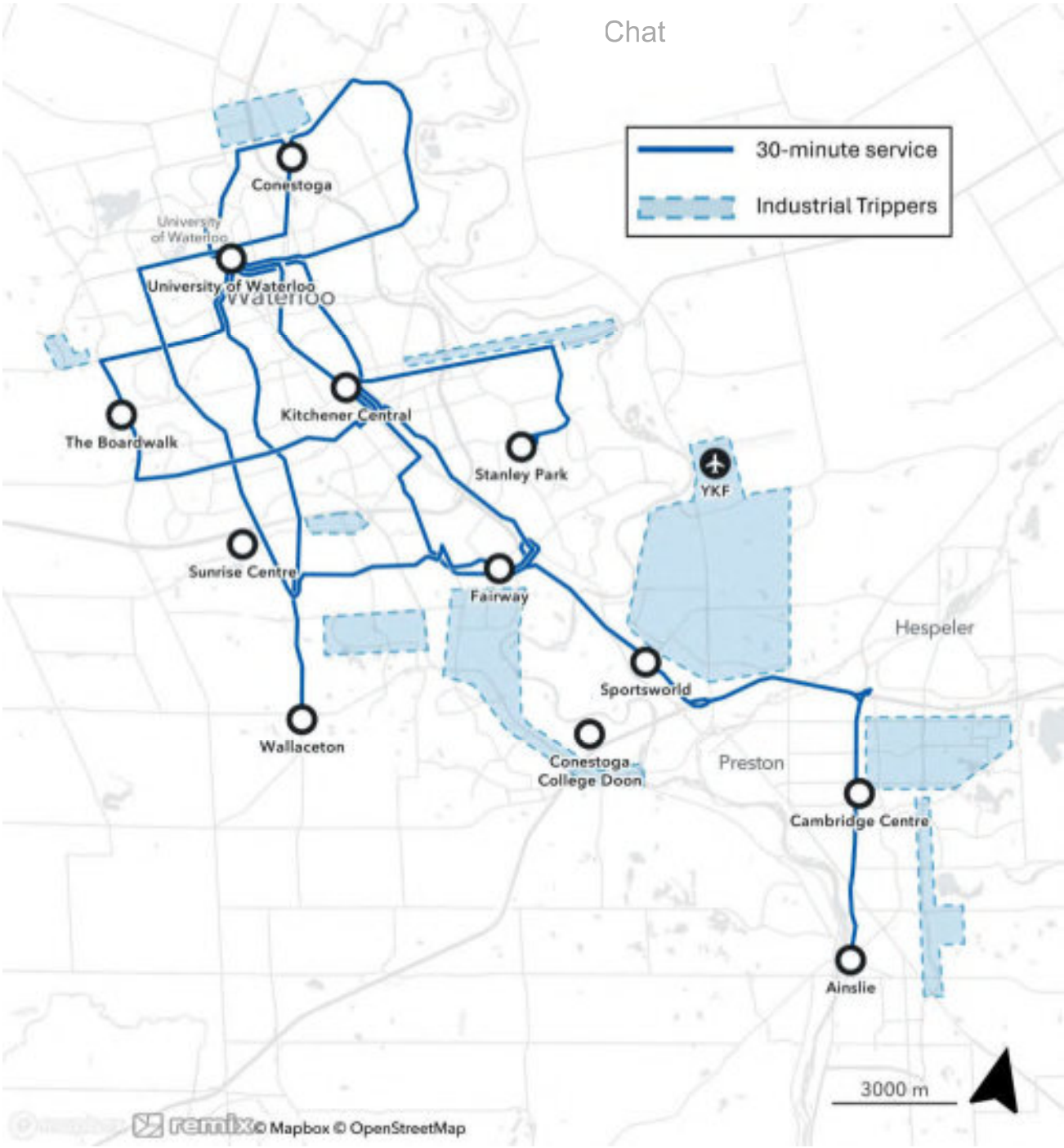

Customer engagement themes

Key themes of customer engagement:

- Customers are satisfied with MobilityPLUS services overall; the service allows customers to feel independent and confident
- Customers have good experiences with operators and dispatchers
- There is growing demand for MobilityPLUS service, and GRT is facing challenges in meeting the demand for trips
- Customers like the ability to book trips online
- Customers are unhappy with trip lengths and drop-off times
- Customers feel rushed when boarding vehicles

Chat

Strategic priorities

Chat

Key strategic priorities have been identified for the MobilityPLUS and Kiwanis Transit Plan:

- **Service investment**: Introduce new staff resources, modernize technologies, and increase fleet to meet growing demand for MobilityPLUS services and work toward the target of no unmet trips

- **Expand service hours**: Extend MobilityPLUS service hours, in coordination with GRT overnight service expansion, by using existing accessible taxi partnerships

- **Improve MobilityPLUS customer experience**: Use new technology and improvements; collect data to improve MobilityPLUS services; evaluate conventional fare free policy; better understand customer needs; improve customer engagement and communications; and improve coordination between MobilityPLUS and Kiwanis Transit

Township Transit Strategy

GRT has developed and evaluated ideas to expand transit services in the townships, providing residents with better access to essential services and employment opportunities.

The goal is to provide residents with better access to essential services and employment opportunities.

- **Consistent schedules**: Enhance existing fixed routes

- **New coverage areas**: Introduce future fixed routes for North Dumfries and Wellesley to connect to GRT's core network

- **Airport service**: Introduce a new frequent, all-day, fixed route service to Breslau and the Region of Waterloo International Airport

- **New on-demand transit**: Add on-demand transit zones in each Township to support access to fixed-routes and expand GRT's township service area

- **Alternative delivery models**: Investigate opportunities for alternative service delivery, such as co-mingling to enhance operational efficiencies

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Future Township Transit Network

Chat

There are two types of transit service proposed for the townships:

- **Fixed-route transit** is how most typical bus routes operate. Fixed-route service follows a consistent route and schedule every day the bus operates. Bus frequency is determined by demand and available resources. Travel times are consistent but may require longer walks.
- **On-demand transit** is a shared-ride service that does not run on a fixed route or schedule. Instead, buses travel based on the trip requests made by passengers, which can make travel times variable. On-demand trips can be booked using an app or by calling.

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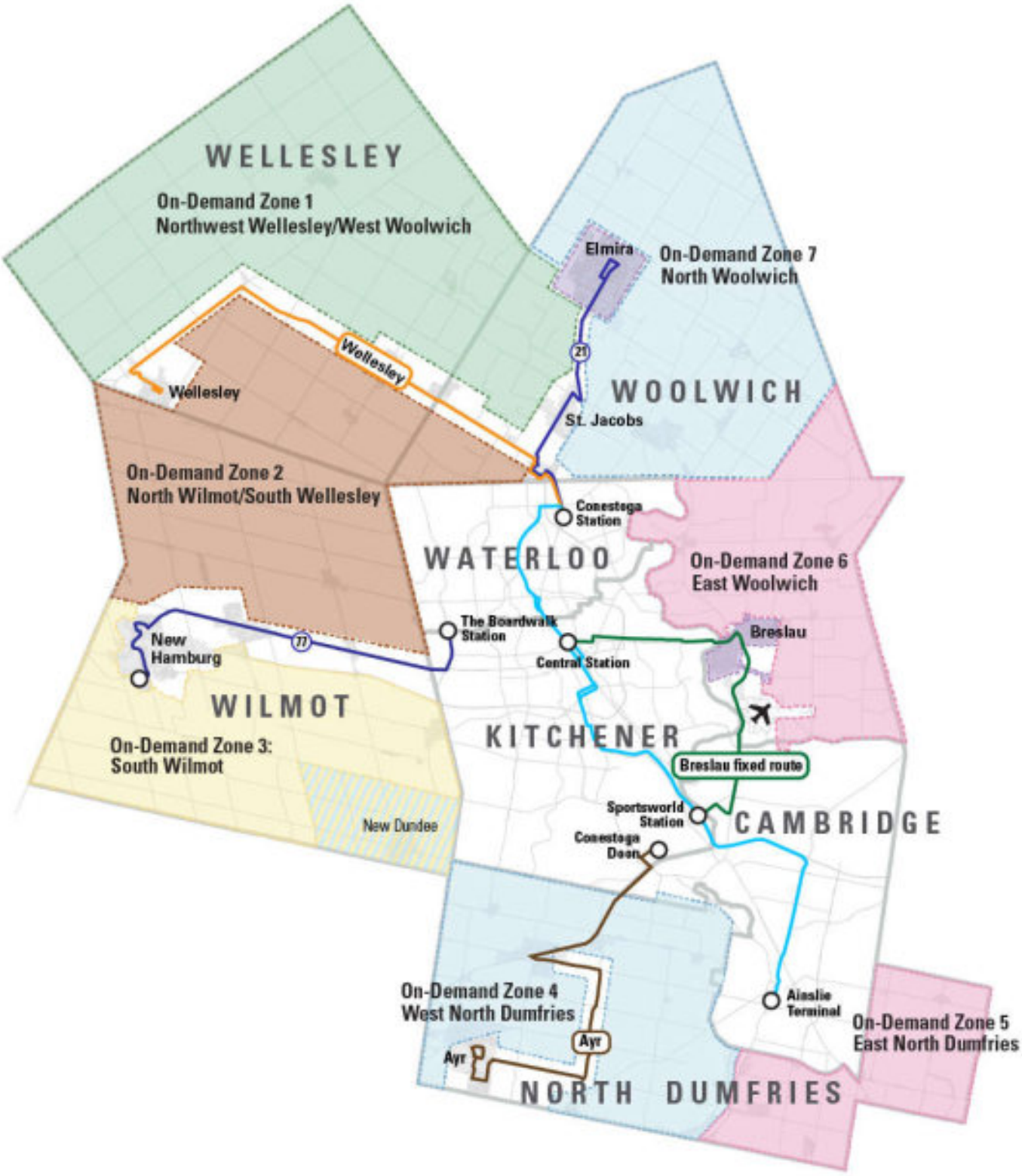

Final network and routing subject to change through annual reviews, further consultation and approval process for service, infrastructure, operations, and budget.

Wellesley Township

- Introduce a fixed route connecting Wellesley Village and other Wellesley comm Chat estoga Station

- End to end travel time: About 40 minutes
- Frequency with one vehicle: 90 minutes
- Connects over 50% of Wellesley's population

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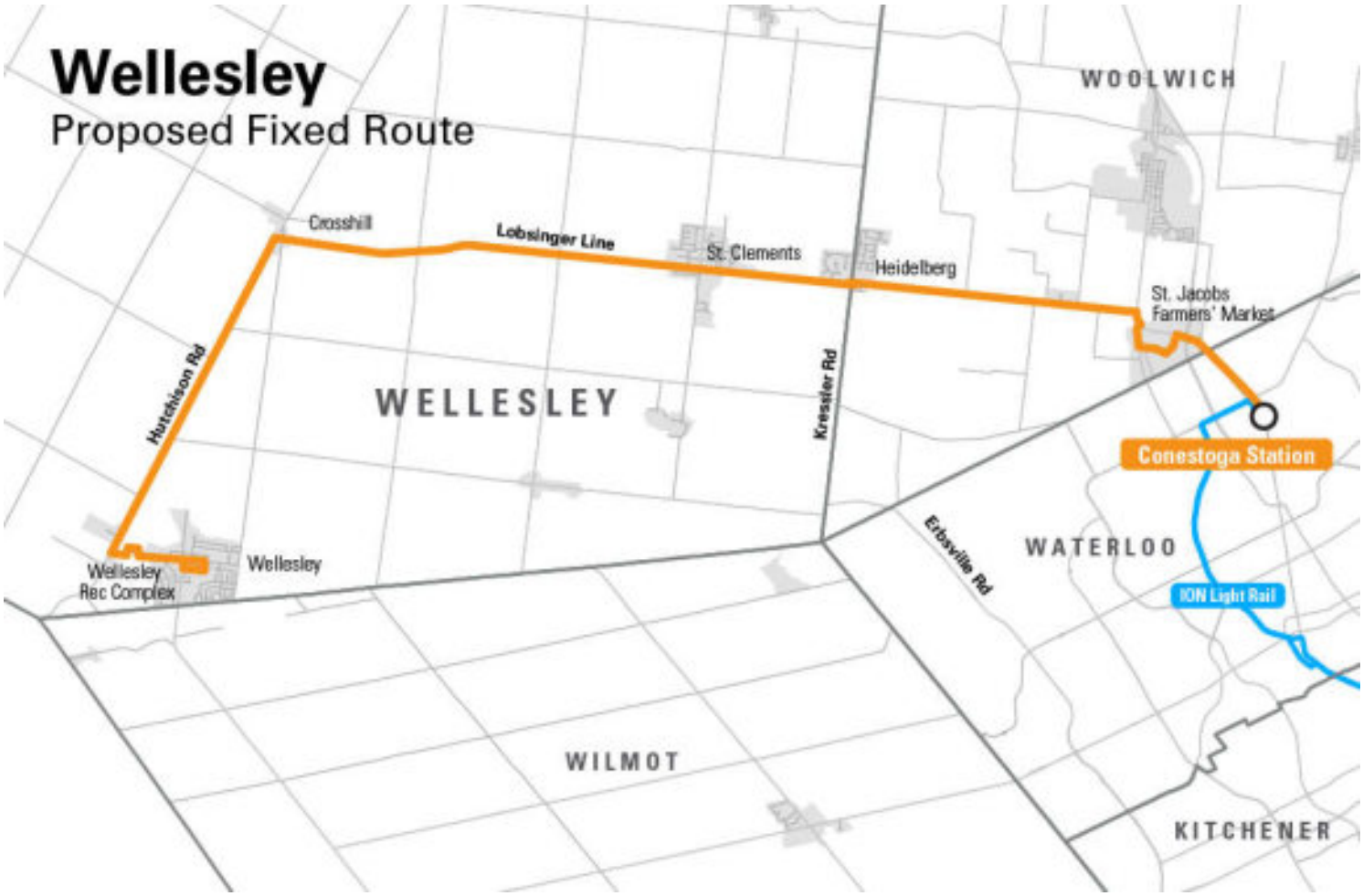
- Introduce On-Demand zones 1 and 2 serve the remaining areas of Wellesley, with zone coverage overlapping parts of neighbouring townships



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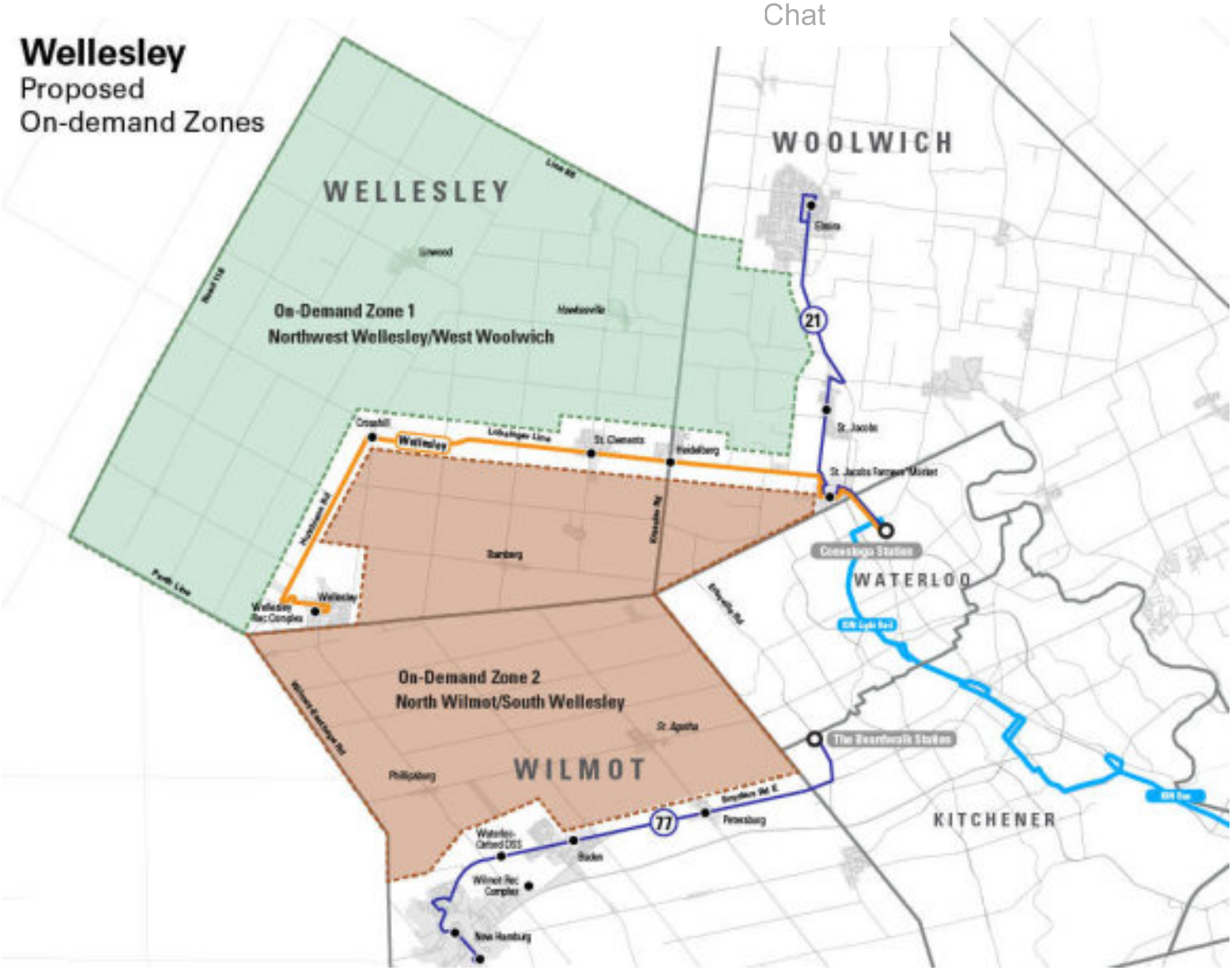

Wilmot Township

- Enhance Route 77
    - Convert the Forrest/Hincks flex stop to permanent fixed-route stop
    - Modernize vehicle technology to offer real-time location information, consistent with most of GRT's fleet
    - Continue expanding service hours as warranted, including later weekday evenings and weekends, to align with the Conventional Bus and Train Plan
    - Continue monitoring the existing flex service and consider an alternate service model when appropriate to maintain and improve current service levels
- Introduce On-Demand zones 2 and 3 to serve the remaining areas of Wilmot, with zone coverage in parts of abutting townships, as well as a shared coverage area for zone 3 and 4 serving New Dundee

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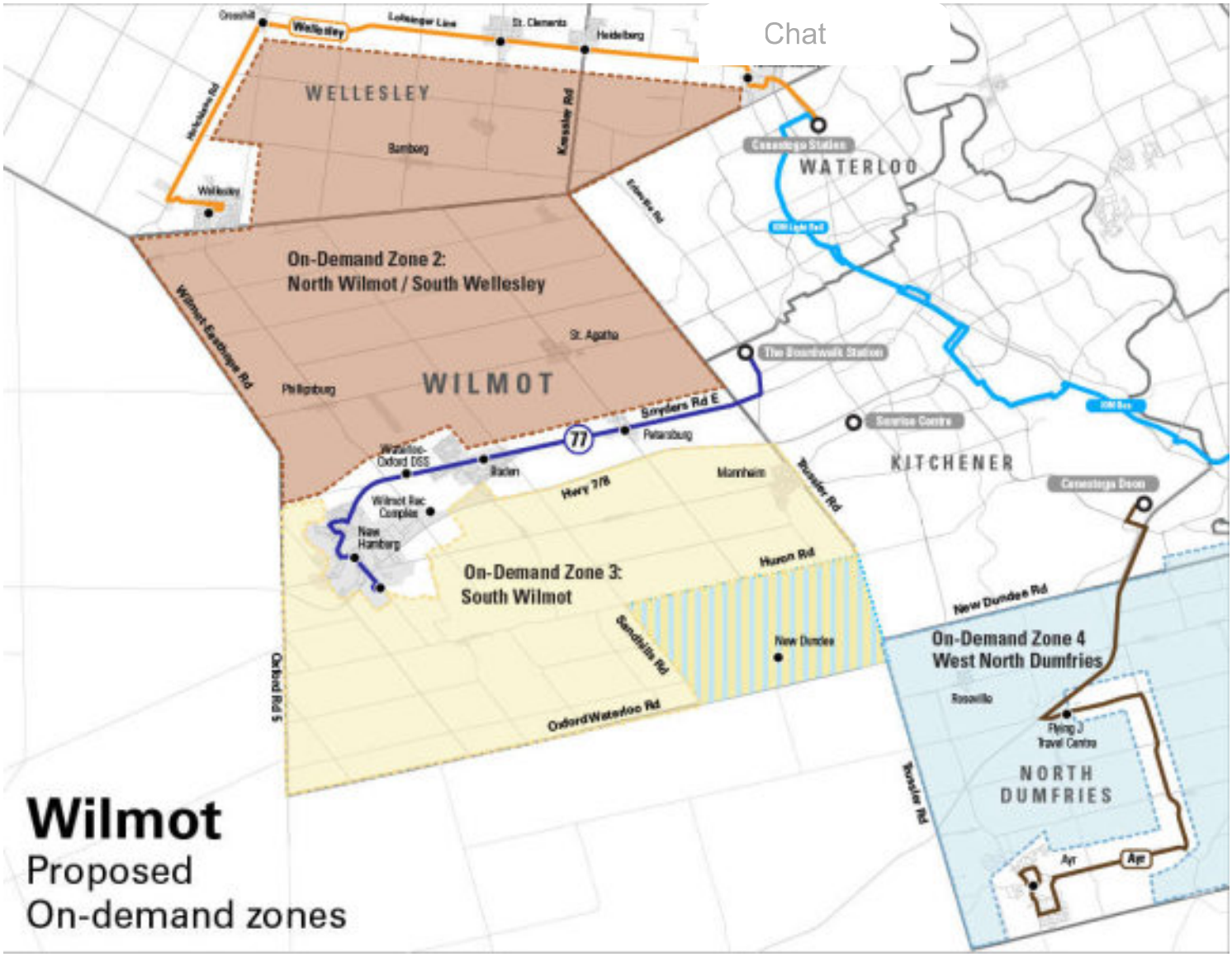

Woolwich Township and Region of Waterloo International Airport

- Introduce a new all-day-all-week fixed route from Central Station to Sportsworld Station via Breslau and the Waterloo International Airport to integrate the Breslau core and airport lands into GRT's core network:
    - Replace existing Route 34 in Kitchener
    - Replace existing Route 78 in Woolwich, Cambridge and Kitchener
    - Re-size the existing Route 79 Flex (On-Demand) service zone
- Transition Elmira Community Bus Pilot to a permanent GRT Elmira On-Demand service
- Continually monitor Route 21 for improvement opportunities as part of GRT's core network
- Introduce On-Demand zones 6 and 7, alongside parts of Wellesley zone 1, to serve the remaining areas of Woolwich

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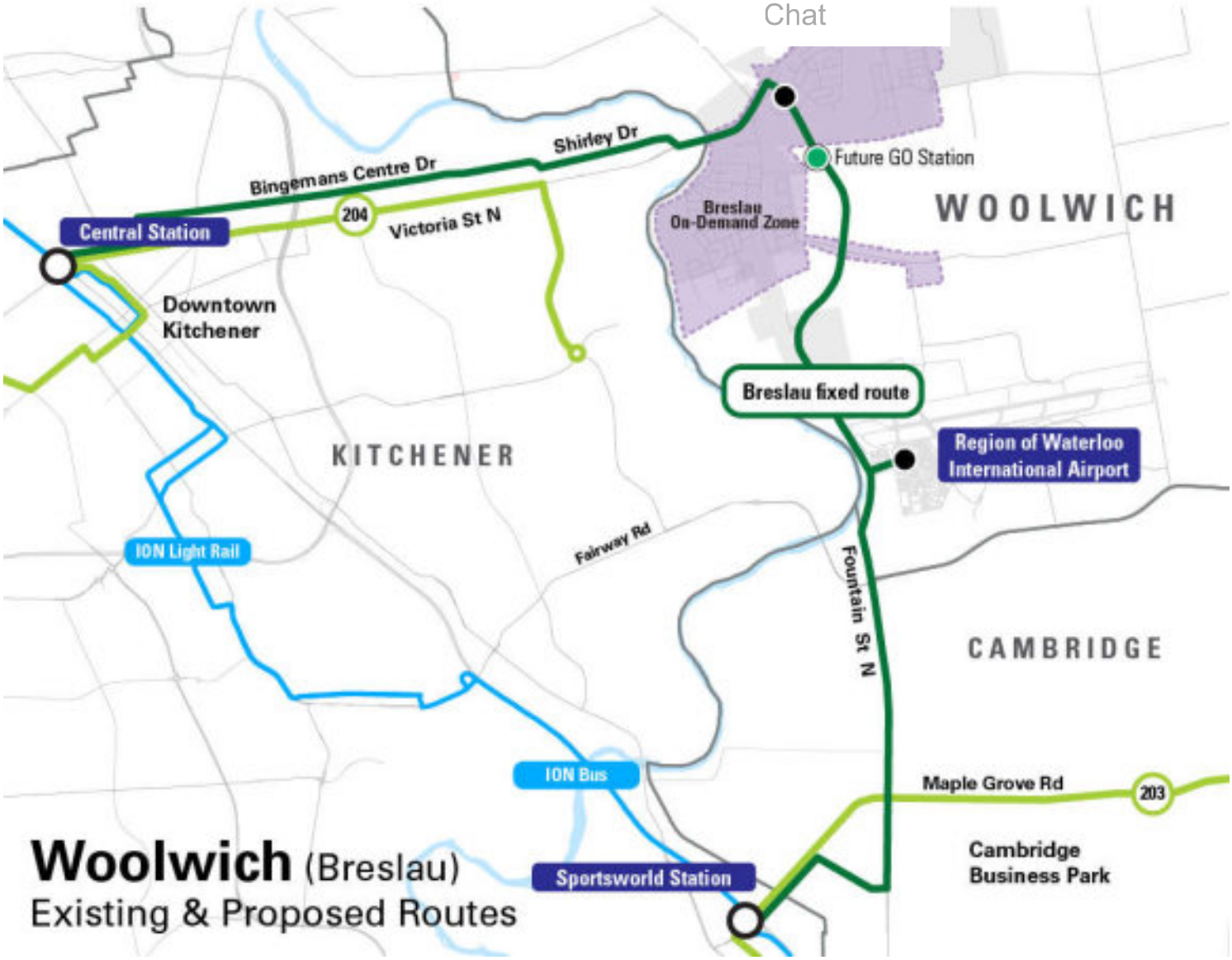
Bingemans Centre Dr
Shirley Dr
Central Station
204
Victoria St N
Downtown Kitchener
Future GO Station
Breslau On-Demand Zone
WOOLWICH
Breslau fixed route
Region of Waterloo International Airport
KITCHENER
ION Light Rail
Fairway Rd
Fountain St N
CAMBRIDGE
ION Bus
Maple Grove Rd
203
Cambridge Business Park
Sportsworld Station
Woolwich (Breslau)
Existing & Proposed Routes

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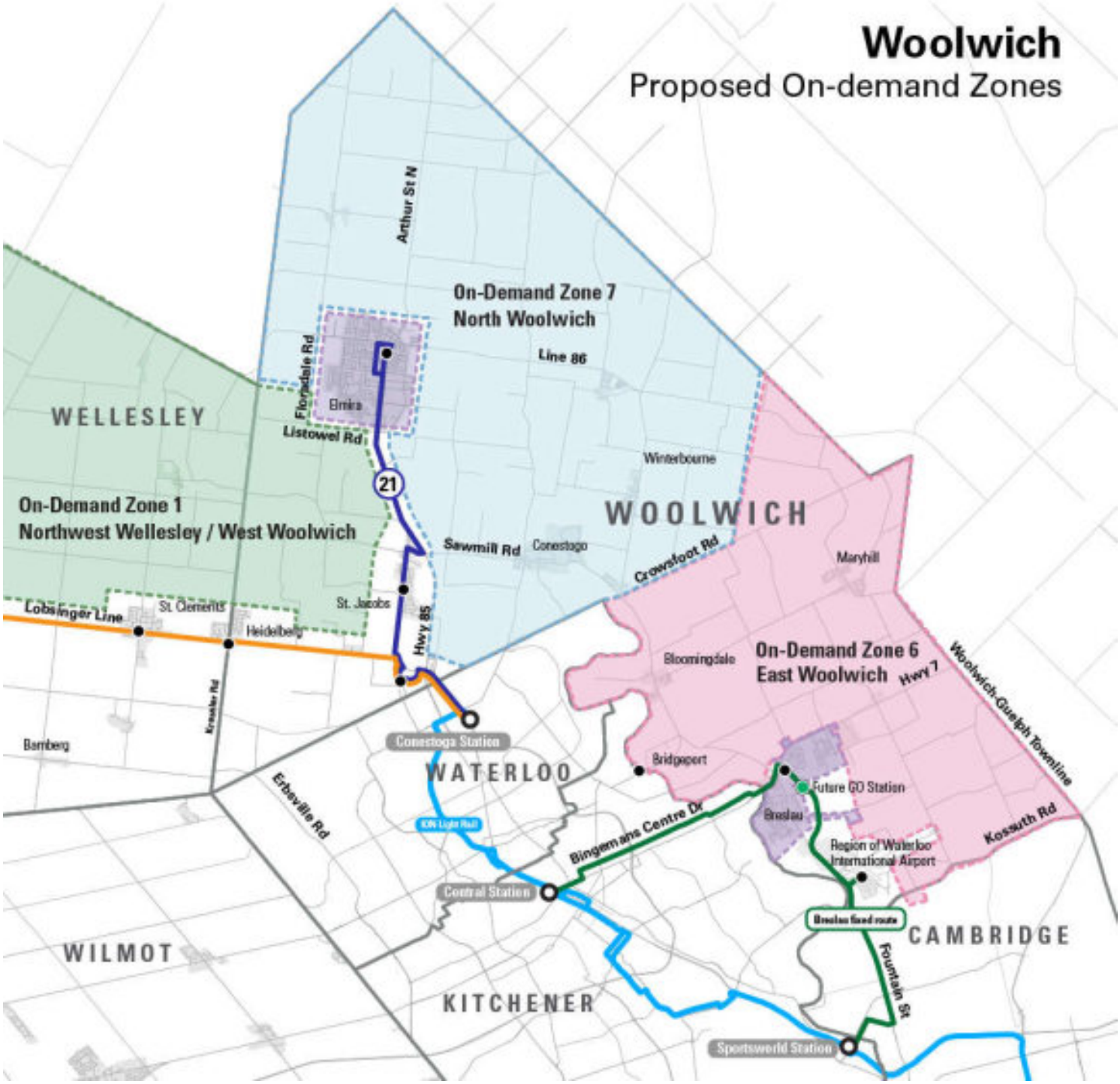


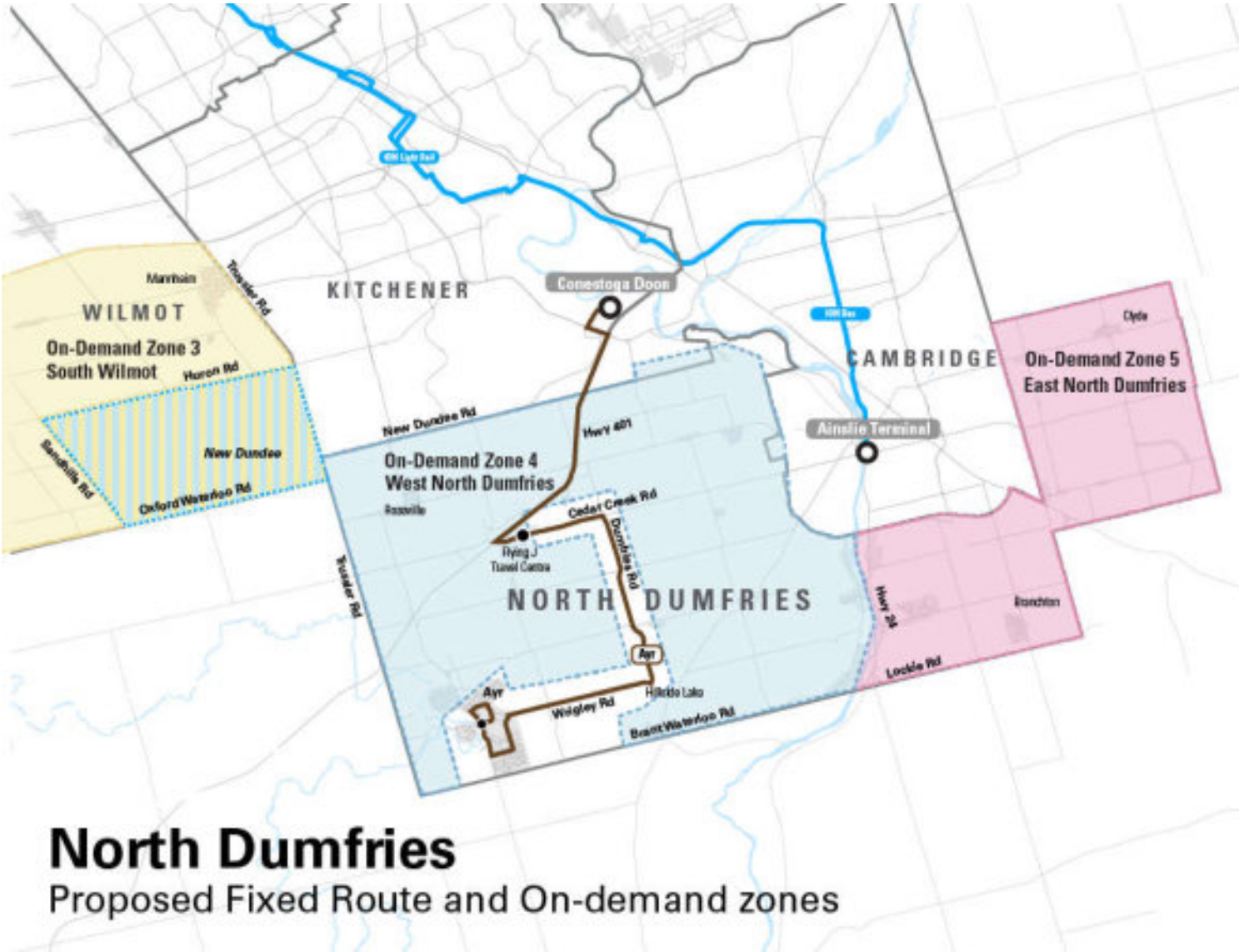
North Dumfries

- Introduce a fixed route connecting the Village of Ayr and the 401 Business Park to Conestoga Doon Station
  - End to end travel time: About 40 minutes
  - Frequency with one vehicle: 90 minutes
  - Connects over 50% of North Dumfries' population and improves transit options for large employers
  - Avoid all at-grade rail crossings to ensure schedule adherence

Chat

- Introduce On-Demand zones 4 and 5 to serve the remaining with a shared zone overlap in zone 4 with Wilmot township, and with connection network

Chat



North Dumfries
Proposed Fixed Route and On-demand zones

Fares strategy

The following fare recommendations diversify revenues, support service improvements, and promote affordable access for those who need it most:

- **Kids ride free:** Provide support to families and caregivers by introducing free transit for children 12 years and under, riding with a fare-paying customer.
- **More discounts for those in need:** Enhance GRT's Affordable Transit Program to provide bigger discounts to those with the greatest financial need.
- **Fare pricing:** Future fare price increases will be proposed to match annual service expansion, inflation, and to align to comparable transit systems.
- **Support employers and employees:** Expand transit business account offerings using GRT Pay.

Chat

Grand River Tran
250 Strasburg R
Kitchener, ON N2E 3M6

Phone: 519-585-7555
Deaf and Hard of Hearing (TTY): 519-575-4608

Chat

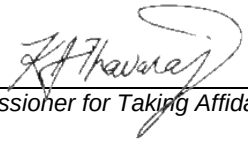
Summer service changes

Summer schedule and stop changes effective June 23, 2025.

Check our **Service Alerts webpage** for further details.

Chat

This is Exhibit “B” referred to in the Affidavit of Douglas John Spooner affirmed by Douglas John Spooner of the City of Waterloo, in the Regional Municipality of Waterloo, before me at the City of Toronto, in the Province of Ontario, on June 6, 2025 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.



Commissioner for Taking Affidavits (or as may be)

KARTIGA THAVARAJ

Region of Waterloo

Transportation Master Plan

What is *Moving Forward*?

Moving Forward is the Region of Waterloo's Transportation Master Plan (TMP) which was approved by Regional Council June 27, 2018.

Moving Forward is a strategic plan which identifies the policies and projects that will meet the Region's long and short term transportation needs over the next 25 years. These include how and where to invest in Regional road improvements, traffic controls, public transit services, and cycling and walking facilities. It also includes strategies to manage both ongoing travel demands, and the necessary accommodations required by evolving transportation technologies. *Moving Forward* also addresses transportation needs related to provincial highways within the Region, travel to and from the Region, emerging transportation trends, and passenger rail service.

- *Moving Forward* - Full 2018 TMP Report (/en/living-here/resources/Transportation-Master-Plan/DOCS_ADMIN-3030800-v3-TMP_Report_Moving_Forward_Main_Report_FINAL_2019-06-12.pdf)

An accessible format of this document is available upon request.
Please contact Transportation Department at 519-575-4558 or TTY 519-575-4608
or email transportation@regionofwaterloo.ca (mailto:transportation@regionofwaterloo.ca) to request an accessible format.

Why is *Moving Forward* important to you?

Moving Forward affects everyone. It addresses the movement of people and goods in and around Waterloo Region. The need for mobility impacts everyone including residents, businesses and visitors in the community. Serving our travel needs and minimizing impacts on our neighbourhoods and natural areas, mobility must be safe, convenient and affordable. It m e for the

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types of travel choices expected by residents o Chat ansit.
Region, including walking, cycling, driving and

What is the vision for *Moving Forward*?

The following vision statement for Waterloo Region's transportation system was developed by input provided by Regional staff, the General Public Panel and the Stakeholder Panel of agency representatives and community groups involved in the development process of *Moving Forward*. This vision also aligns with the core Regional strategic vision.

"Waterloo Region will be a prosperous, sustainable and healthy community, with viable transportation choices for people of all ages and abilities, and for the movement of goods supporting our economy."

To achieve the vision, the following goals were adopted for *Moving Forward*:

- Optimize the Transportation System by making the most of what currently exists, and maximize the use of existing services and facilities.
- Promote Transportation Choices by offering competitive options for moving people and goods in an integrated, seamless transportation system.
- Foster a strong Economy by providing a transportation system that supports the retention of existing businesses and attracts sustainable economic activity.
- Support Sustainable Development by providing a transportation system that supports sustainable growth in both urban and rural areas and reduces transportation contributions to climate change.

How do I access *Moving Forward* reports?

- *Moving Forward* - Full 2018 TMP Report (/en/living-here/resources/Transportation-Master-Plan/DOCS_ADMIN-3030800-v3-TMP_Report_Moving_Forward_Main_Report_FINAL_2019-06-12.pdf)
- *An Overview of Moving Forward* - 2018 TMP Brochure (/en/exploring-the-region/resources/Transportation/DOCS_ADMIN-3115278-v3-Brochure_Region_of_Waterloo_TMP_Update__2019-09-17.pdf)
- Appendix A – Trends, Outlook, and Opportunity Report (/en/living-here/resources/Transportation-Master-Plan/DOCS_ADMIN-2446017-v2-TMP_Report__Needs_and_Opportunities_FINAL_August_2017.PDF)
- Appendix B – Network Assessment Report (/en/living-here/resources/Transportation-Master-Plan/DOCS_ADMIN-2991557-v1-TMP_Report_Network_Assessment_FIN Chat PDF)

- Appendix C – Consultation Summary Rep Chat rces/Transportation-Master-Plan/DOCS_ADMIN-3030802-v2-TMP_Report__Cons 2019-06-07.PDF)
- Appendix D – Goods Movement Report (/en/living-here/resources/Transportation-Master-Plan/DOCS_ADMIN-2976632-v2-TMP_Report_Goods_Movement_FINAL_2019-06-07.PDF)
- Appendix E – Active Transportation Network Strategy (/en/living-here/resources/Transportation-Master-Plan/DOCS_ADMIN-2976631-v1-TMP_Report_Active_Transportation_FINAL_2019-03-29.PDF)
- Appendix F – Transportation Demand Management Report (/en/living-here/resources/Transportation-Master-Plan/DOCS_ADMIN-2981762-v1-TMP_Report_TDM_Strategy_FINAL_2019-03-29.PDF)
- Appendix G – Transit Strategy Report (/en/living-here/resources/Transportation-Master-Plan/DOCS_ADMIN-2976635-v3-TMP_Report_Transit_Strategy_FINAL_2019-03-29.PDF)
- Appendix H – New Mobility in Waterloo Region Report (/en/living-here/resources/Transportation-Master-Plan/DOCS_ADMIN-2976634-v1-TMP_Report_Forward_New_Mobility_FINAL_2019-04-01.PDF)

Accessible formats of these documents are available upon request.
Please contact Transportation Department at 519-575-4558 or TTY 519-575-4608
or email transportation@regionofwaterloo.ca (mailto:transportation@regionofwaterloo.ca) to request an accessible format.

How does *Moving Forward* relate to other plans?

Moving Forward is an update to the 2010 Regional Transportation Master plan and supercedes this plan.
The new plan is compatible with the Regional Official Plan and the philosophy of compact, sustainable development. *Moving Forward* also integrates the Region's 2014 Active Transportation Master plan but goes much further. *Moving Forward* develops strategies and makes recommendations which identify network related infrastructure requirements and enhancements that will connect and accelerate the attainment of an integrated active transportation network in the Region of Waterloo.

The Cities of Cambridge, Kitchener, and Waterloo have their own transportation master plans to help guide decisions in planning the City street networks, parking, goods movement, and trails. As the Cities continue to update their TMP's in the future, they will also be based on *Moving Forward*.

- 2010 Regional Transportation Master Plan (/en/regional-government/resources/Reports-Plans--Data/Transportation-Master-Plan/RTMP-Full-Report.pdf)

- 2014 Active Transportation Master Plan (/ Chat sources/Reports-Plans--Data/Walk-Cycle-Waterloo-Region/Walk-Cycle-Waterl
- City of Cambridge TMP (https://www.cambridge.ca/en/learn-about/Master-Plans.aspx)
- City of Kitchener TMP (https://www.kitchener.ca/en/city-services/transportation-master-plan.aspx)
- City of Waterloo TMP (https://www.waterloo.ca/en/government/plans.aspx#Transportation-Master-Plan)

Accessible formats of these documents are available upon request.
Please contact Transportation Department at 519-575-4558 or TTY 519-575-4608
or email transportation@regionofwaterloo.ca (mailto:transportation@regionofwaterloo.ca) to request an accessible format.

We are here to answer your questions. Please email (javascript:emailContactV2('EUmiUbkzgizVRPqNdIMvWQeQuAleQuAl')&&false) us or Telephone: 519-575-4400 I TTY: 519 575-4608

Please include #MovingForwardWR when using social media.

Interested in other reports go to Reports, Plans and Data (/en/regional-government/reports-plans-and-data.aspx).

© 2022 Region of Waterloo, 150 Frederick St., Kitchener, Ontario N2G 4J3, Telephone: 519-575-4400, Deaf and Hard of Hearing (TTY): 519-575-4608, Fax: 519-575-4481, Email Us

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Designed by eSolutionsGroup

Browser Compatibility Notification

It appears you are trying to access this site using an outdated brc Chat result, parts of the site may not function properly for you. We recommend upc browser to

its most recent version at your earliest convenience

Chat

Chat

This is Exhibit “C” referred to in the Affidavit of Douglas John Spooner affirmed by Douglas John Spooner of the City of Waterloo, in the Regional Municipality of Waterloo, before me at the City of Toronto, in the Province of Ontario, on June 6, 2025 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

Commissioner for Taking Affidavits (or as may be)

KARTIGA THAVARAJ

Ontario ServiceOntario

PARCEL REGISTER (ABBREVIATED) FOR PROPERTY IDENTIFIER

LAND REGISTRY OFFICE #58

22319-0177 (LT)

PREPARED FOR URSULA NICOLA
ON 2025/06/03 AT 13:58:36

teranet eXpress

* CERTIFIED IN ACCORDANCE WITH THE LAND TITLES ACT * SUBJECT TO RESERVATIONS IN CROWN GRANT *

PROPERTY DESCRIPTION: PT LT 16 PL 374 AND PT LT 19 SUBDIVISION OF LT 3 GERMAN COMPANY TRACT, BEING PTS. 1 & 2 ON 58R-5402; CITY OF KITCHENER

PROPERTY REMARKS: PLANNING ACT CONSENT AS IN 881829.

ESTATE/QUALIFIER:	RECENTLY:	PIN CREATION DATE:
FEE SIMPLE LT CONVERSION QUALIFIED	RE-ENTRY FROM 22319-0371	2002/11/18

OWNERS' NAMES	CAPACITY	SHARE
THE REGIONAL MUNICIPALITY OF WATERLOO		

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
** PRINTOUT INCLUDES ALL DOCUMENT TYPES AND DELETED INSTRUMENTS SINCE 2002/11/15 **						
**SUBJECT, ON FIRST REGISTRATION UNDER THE LAND TITLES ACT, TO:						
** SUBSECTION 44(1) OF THE LAND TITLES ACT, EXCEPT PARAGRAPH 11, PARAGRAPH 14, PROVINCIAL SUCCESSION DUTIES *						
** AND ESCHEATS OR FORFEITURE TO THE CROWN.						
** THE RIGHTS OF ANY PERSON WHO WOULD, BUT FOR THE LAND TITLES ACT, BE ENTITLED TO THE LAND OR ANY PART OF						
** IT THROUGH LENGTH OF ADVERSE POSSESSION, PRESCRIPTION, MISDESCRIPTION OR BOUNDARIES SETTLED BY						
** CONVENTION.						
** ANY LEASE TO WHICH THE SUBSECTION 70(2) OF THE REGISTRY ACT APPLIES.						
**DATE OF CONVERSION TO LAND TITLES: 2002/11/18 **						
839318	1986/01/31	AGREEMENT		*** COMPLETELY DELETED ***	CITY OF KITCHENER	
REMARKS: SKETCH ATTACHED. 719313						
58R5345	1986/11/10	PLAN REFERENCE				C
58R5402	1986/12/11	PLAN REFERENCE				C
885724	1987/02/20	AGREEMENT		*** COMPLETELY DELETED ***	CITY OF KITCHENER	
REMARKS: SKETCH ATTACHED.						
936407	1988/03/21	NOTICE OF LEASE		*** COMPLETELY DELETED ***	IMPERIAL STAR INVESTMENTS LTD.	
940657	1988/04/29	CHARGE		*** COMPLETELY DELETED ***	NORTH AMERICAN LIFE ASSURANCE CO.	
940658	1988/04/29	ASSIGNMENT GENERAL		*** COMPLETELY DELETED ***		
REMARKS: RENTS, 940657						

NOTE: ADJOINING PROPERTIES SHOULD BE INVESTIGATED TO ASCERTAIN DESCRIPTIVE INCONSISTENCIES, IF ANY, WITH DESCRIPTION REPRESENTED FOR THIS PROPERTY.
NOTE: ENSURE THAT YOUR PRINTOUT STATES THE TOTAL NUMBER OF PAGES AND THAT YOU HAVE PICKED THEM ALL UP.

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REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
1001666	1989/07/27	CHARGE		*** COMPLETELY DELETED ***	MONTREAL TRUST COMPANY OF CANADA	
1001667	1989/07/27	ASSIGNMENT GENERAL		*** COMPLETELY DELETED ***		
	REMARKS: RENTS					
1004336	1989/08/16	RELEASE		*** COMPLETELY DELETED ***		
	REMARKS: 839318. 885724					
1056599	1990/10/22	TRANSFER		*** DELETED AGAINST THIS PROPERTY ***	SHEN, LUNG-CHE SHEN, YI-JEN	
1206288	1994/03/14	AGR AM CH		*** COMPLETELY DELETED ***		
	REMARKS: 940657					
1443587	1999/12/14	AGREEMENT		*** DELETED AGAINST THIS PROPERTY *** THE MANUFACTURERS LIFE INSURANCE COMPANY	SHEN, YI-JEN SHEN, LUNG-CHE	
	REMARKS: RE 940657, 1206288					
1443588	1999/12/14	POSTPONEMENT		*** DELETED AGAINST THIS PROPERTY *** THE MANUFACTURERS LIFE INSURANCE COMPANY	MONTREAL TRUST COMPANY OF CANADA	
	REMARKS: 940657 POSTPONED TO 1001666					
1457714	2000/05/23	AGREEMENT		*** DELETED AGAINST THIS PROPERTY *** SHEN, YI-JEN SHEN, LUNG-CHE	THE MANUFACTURERS LIFE INSURANCE COMPANY	
	REMARKS: AMENDS CHARGE. 940657					
1457715	2000/05/23	POSTPONEMENT		*** DELETED AGAINST THIS PROPERTY *** THE MANUFACTURERS LIFE INSURANCE COMPANY	MONTREAL TRUST COMPANY OF CANADA	
	REMARKS: 1001666 POSTPONED TO 940658					
1491810	2001/04/02	AGREEMENT		*** DELETED AGAINST THIS PROPERTY *** SHEN, YI-JEN, BY HIS ATTORNEY INST # 1443586 SHEN, LUNG-CHE, BY HER ATTORNEY INST. # 1443585	THE MANUFACTURERS LIFE INSURANCE COMPANY	
	REMARKS: AGREEMENT AMENDING CHARGE # 940657, & INST. # 1206288, 1443587 & 1457714.					
1491811	2001/04/02	POSTPONEMENT		*** DELETED AGAINST THIS PROPERTY *** THE MANUFACTURERS LIFE INSURANCE COMPANY	MONTREAL TRUST COMPANY OF CANADA	
	REMARKS: CHARGE # 1001666 POSTPONED TO CHARGE # 940657 & INST. # 1206288, 1443587, 1443588, 1457714 & 1491810. - SEE INST.					

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REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
1528361	2002/02/08	AGREEMENT		*** DELETED AGAINST THIS PROPERTY *** SHEN, YI-JEN SHEN, LUNG-CHE	THE MANUFACTURERS LIFE INSURANCE COMPANY	
	REMARKS: AMENDS CHARGE 940657					
1528362	2002/02/08	POSTPONEMENT		*** DELETED AGAINST THIS PROPERTY *** THE MANUFACTURERS LIFE INSURANCE COMPANY	MONTREAL TRUST COMPANY OF CANADA	
	REMARKS: POSTPONES CHARGE 1001666 TO CHARGE 940657					
WR2372	2003/11/21	NOTICE AGREEMENT		*** COMPLETELY DELETED *** SHEN, YI-JEN SHEN, LUNG-CHE	THE MANUFACTURERS LIFE INSURANCE COMPANY	
	REMARKS: AMENDS 940657					
WR154674	2005/09/08	APL (GENERAL)		*** COMPLETELY DELETED *** CANADIAN NATIONAL RAILWAY COMPANY		
WR154830	2005/09/09	APL (GENERAL)		*** COMPLETELY DELETED *** SHEN, LUNG-CHE SHEN, YI-JEN		
WR155152	2005/09/09	TRANSFER		*** COMPLETELY DELETED *** SHEN, LUNG-CHE SHEN, YI-JEN	TWIN CITY PROPERTIES INC.	
	REMARKS: PLANNING ACT STATEMENTS					
WR155180	2005/09/09	NOTICE		*** COMPLETELY DELETED *** TWIN CITY PROPERTIES INC.	THE MANULFACTURERS LIFE INSURANCE COMPANY	
	REMARKS: 940657					
WR162857	2005/10/07	DISCH OF CHARGE		*** COMPLETELY DELETED *** MONTREAL TRUST COMPANY OF CANADA		
	REMARKS: RE: 1001666					
WR173161	2005/11/17	NOTICE		*** COMPLETELY DELETED *** TWIN CITY PROPERTIES INC.	THE MANUFACTURERS LIFE INSURANCE COMPANY	
	REMARKS: RE: 940657 ETC.					
WR222819	2006/06/22	LIEN		*** COMPLETELY DELETED *** THE CORPORATION OF THE CITY OF KITCHENER		
WR572135	2010/10/01	CHARGE		*** COMPLETELY DELETED *** TWIN CITY PROPERTIES INC.	ROYAL BANK OF CANADA	

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REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
WR572136	2010/10/01	NO ASSGN RENT GEN		*** COMPLETELY DELETED *** TWIN CITY PROPERTIES INC.	ROYAL BANK OF CANADA	
	REMARKS: WR572135.					
WR572499	2010/10/04	DISCHARGE INTEREST		*** COMPLETELY DELETED *** THE CORPORATION OF THE CITY OF KITCHENER		
	REMARKS: WR222819.					
WR576258	2010/10/26	DISCH OF CHARGE		*** COMPLETELY DELETED *** THE MANUFACTURERS LIFE INSURANCE COMPANY		
	REMARKS: 940657.					
WR633818	2011/08/12	CHARGE		*** COMPLETELY DELETED *** TWIN CITY PROPERTIES INC.	ROYAL BANK OF CANADA	
WR633819	2011/08/12	NO ASSGN RENT GEN		*** COMPLETELY DELETED *** TWIN CITY PROPERTIES INC.	ROYAL BANK OF CANADA	
	REMARKS: WR633818					
WR666086	2012/01/16	CHARGE		*** COMPLETELY DELETED *** TWIN CITY PROPERTIES INC.	ROYAL BANK OF CANADA	
WR713362	2012/09/11	NOTICE OF LEASE	$2	TWIN CITY PROPERTIES INC.	JERMYN, ROBERT W.	C
WR713364	2012/09/11	NOTICE OF LEASE	$2	TWIN CITY PROPERTIES INC.	PARK, CHOONSEO	C
WR713366	2012/09/11	NOTICE OF LEASE	$2	TWIN CITY PROPERTIES INC.	QUALITY CONNECT	C
WR713370	2012/09/11	NOTICE OF LEASE	$2	TWIN CITY PROPERTIES INC.	BEST CUTS UNISEX HAIR SALON	C
WR713374	2012/09/11	NOTICE OF LEASE	$2	TWIN CITY PROPERTIES INC.	KING WOK CHINESE FOOD INC.	C
WR713379	2012/09/11	NOTICE OF LEASE	$2	TWIN CITY PROPERTIES INC.	CASH SHOP	C
WR720006	2012/10/17	PLAN EXPROPRIATION		*** COMPLETELY DELETED ***	THE REGIONAL MUNICIPALITY OF WATERLOO	
	REMARKS: 1					
WR725327	2012/11/15	DISCH OF CHARGE		*** COMPLETELY DELETED *** ROYAL BANK OF CANADA		
	REMARKS: WR666086.					
WR727039	2012/11/23	TRANSFER		*** COMPLETELY DELETED *** THE REGIONAL MUNICIPALITY OF WATERLOO	TWIN CITY PROPERTIES INC.	

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REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
WR727040	2012/11/23	TRANSFER	$2,535,000	TWIN CITY PROPERTIES INC.	THE REGIONAL MUNICIPALITY OF WATERLOO	C
WR727463	2012/11/27	DISCH OF CHARGE		*** COMPLETELY DELETED *** ROYAL BANK OF CANADA		
	REMARKS: WR633818.					
WR727482	2012/11/27	DISCH OF CHARGE		*** COMPLETELY DELETED *** ROYAL BANK OF CANADA		
	REMARKS: WR572135.					
58R17826	2013/06/03	PLAN REFERENCE				C
58R17898	2013/08/16	PLAN REFERENCE				C
WR789763	2013/11/15	BYLAW		THE REGIONAL MUNICIPALITY OF WATERLOO		C
	REMARKS: A BY-LAW TO ESTABLISH AS A PUBLIC HIGHWAY A TEMPORARY DETOUR ROAD DURING CONSTRUCTION OF REGIONAL ROAD 8 (WEBER STREET)					
WR846985	2014/10/23	BYLAW PUB HGHWY		THE REGIONAL MUNICIPALITY OF WATERLOO		C
	REMARKS: A BY-LAW TO OPEN REGIONAL ROAD 8 (WEBER STREET) BETWEEN VICTORIA AND WILHELM STREET, IN THE CITY OF KITCHENER TO PUBLIC PASSAGE AND TO WIDEN REGIONAL ROAD 8 (WEBER STREET)					
WR846986	2014/10/23	BYLAW		THE REGIONAL MUNICIPALITY OF WATERLOO		C
	REMARKS: BY-LAW TO PERMANANTLY CLOSE A TEMPORARY DETOUR ROAD DURING CONSTRUCTION OF REGIONAL ROAD 8 (WEBER STREET), AND TO REPEAL BY-LAW NUMBER 13-034					
WR1541887	2023/10/27	APL DEPOSIT PLAN		*** COMPLETELY DELETED ***		
58R21858	2023/10/30	PLAN REFERENCE				C
	REMARKS: WR1541887.					

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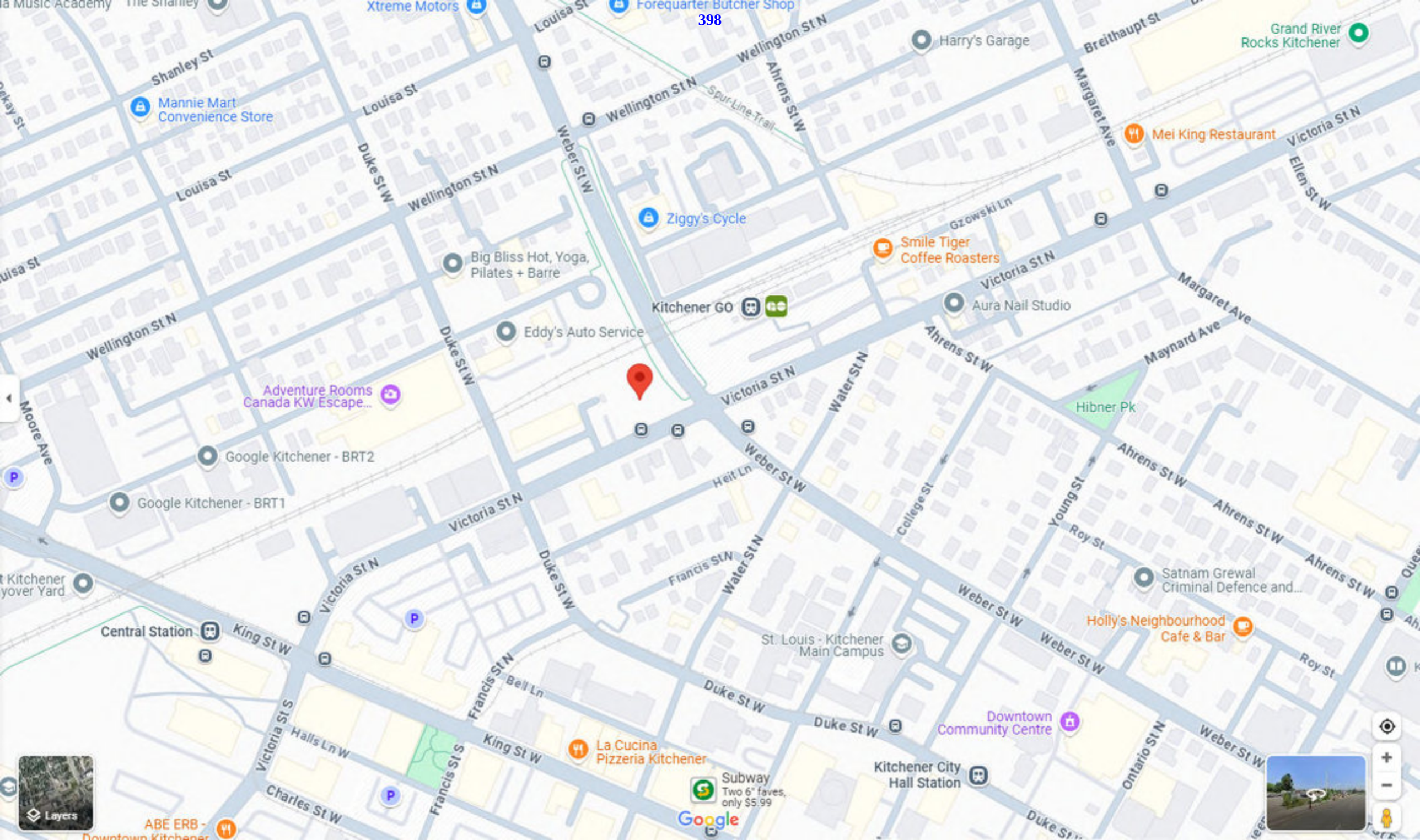
This is Exhibit “D” referred to in the Affidavit of Douglas John Spooner affirmed by Douglas John Spooner of the City of Waterloo, in the Regional Municipality of Waterloo, before me at the City of Toronto, in the Province of Ontario, on June 6, 2025 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

Commissioner for Taking Affidavits (or as may be)

KARTIGA THAVARAJ


Xtreme Motors
Forequarter Butcher Shop
Harry's Garage
Grand River Rocks Kitchener
Shanley St
Louisa St
Wellington St N
Ahrens St W
Breithaupt St
Mannie Mart Convenience Store
Spur Line Trail
Margaret Ave
Mei King Restaurant
Victoria St N
Ellen St W
Duke St W
Weber St W
Ziggy's Cycle
Gzowski Ln
Smile Tiger Coffee Roasters
Big Bliss Hot, Yoga, Pilates + Barre
Kitchener GO
Aura Nail Studio
Eddy's Auto Service
Water St N
Maynard Ave
Hibner Pk
Adventure Rooms Canada KW Escape...
Google Kitchener - BRT2
Google Kitchener - BRT1
Heit Ln
College St
Young St
Roy St
Satnam Grewal Criminal Defence and...
Holly's Neighbourhood Cafe & Bar
Central Station
King St W
Francis St N
Francis St S
Bell Ln
Halls Ln W
Charles St W
La Cucina Pizzeria Kitchener
Subway
Two 6" faves, only $5.99
St. Louis - Kitchener Main Campus
Downtown Community Centre
Kitchener City Hall Station
Ontario St N
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Layers

91 Waterloo Regional Rd 55
Kitchener, Ontario
Google Street View
Jul 2024
See more dates
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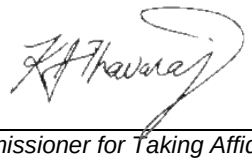
Google

This is Exhibit “E” referred to in the Affidavit of Douglas John Spooner affirmed by Douglas John Spooner of the City of Waterloo, in the Regional Municipality of Waterloo, before me at the City of Toronto, in the Province of Ontario, on June 6, 2025 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.



Commissioner for Taking Affidavits (or as may be)

KARTIGA THAVARAJ

What is the Toronto-Waterloo Corridor?

This article looks at the Toronto-Waterloo Corridor workforce, diversity and business
opportunities that make us special.

Here are five things you need to know about the Toronto-Waterloo Corridor:

Editor's Note: This article was originally published in January 2020. Since then, it has been updated to include recent information and links.

1. One of the world's largest tech clusters

The Toronto-Waterloo Corridor is the 3rd largest tech cluster in North America. It's home to more than 15,000 tech companies, including 5,200+ startups and more than 343,000 employees in high-tech industries.

With more than 9.8% of the total workforce employed in tech, the Toronto-Waterloo Corridor also has a similar talent density to Silicon Valley and a much greater density than New York or Boston.

It's not just about size – the Toronto-Waterloo Corridor stands out for quality, too. Startup Genome has recognized the Toronto-Waterloo Corridor as the #1 startup ecosystem, cleantech ecosystem and fintech ecosystem in Canada.

2. Talent for growing businesses

Speaking of workforce, the Toronto-Waterloo Corridor has an exceptional talent pipeline, with more than half a million students across 1[illegible] secondary institutions.

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also has a similar talent density to Silicon Valley and a much greater density than New York or Boston.

It's not just about size – the Toronto-Waterloo Corridor stands out for quality, too. Startup Genome has recognized the Toronto-Waterloo Corridor as the #1 startup ecosystem, cleantech ecosystem and fintech ecosystem in Canada.

2. Talent for growing businesses

Speaking of workforce, the Toronto-Waterloo Corridor has an exceptional talent pipeline, with more than half a million students across 16 post-secondary institutions.

Within the Corridor we have Canada's largest engineering school, two of Canada's top three computer science programs, a half-dozen business schools (including three of the top ten in Canada) and the largest co-operative education program in North America.

Experienced workforce growth is important because it highlights a region's ability to attract talent. In CBRE's most recent Scoring Tech Talent report, Toronto's tech workforce was ranked #4 among large tech talent markets (50k+ tech workers), while Waterloo was ranked #1 among small tech talent markets.

The report also reveals that Toronto and Waterloo rank as the third and fourth fastest-growing tech talent markets in North America. Additionally, CBRE highlights Waterloo as offering the best value in terms of cost and quality for tech

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3. A perfect location for B2C and B2B

Since the Toronto-Waterloo Corridor is such a tight-knit region (just 105km/65mi from Waterloo to Toronto), the whole area shares the strategic location benefits that we often herald in Waterloo.

For example, the Corridor is almost directly in the middle of America's Eastern Seaboard and Midwest, which means equally convenient connections to New York City, Boston and Chicago, as well as Detroit, Columbus and Pittsburgh.

For B2C companies, that means access to 187+ million consumers within a one-day drive.

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organizations.

DOWNLOAD PDF

4. Diversity that makes us all stronger

Toronto is well-known as one of the most diverse and international cities on the planet and Canada is one of the world's most welcoming countries, with one of the world's best tech-related work permit/visa programs. In fact, more than 36% of the Corridor's residents are foreign-born.

Our universities have also put an emphasis on international talent. For example, approximately 22% of the University of Waterloo's undergraduate students, and 40% of their graduate students, are from outside of Canada. You'll find a similar story at many of the Corridor's 16 post-secondary institutions.

5. Opportunities for businesses of all shapes and sizes

Here's the big one for businesses. The biggest differentiator between the Toronto-Waterloo Corridor and similar ecosystems across N America is our business diversity.

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5. Opportunities for businesses of all shapes and sizes

Here's the big one for businesses. The biggest differentiator between the Toronto-Waterloo Corridor and similar ecosystems across North America is our business diversity.

Toronto is a global-scale finance and business hub, ranked 7th in the world. In Waterloo, you'll find a world-class tech hub, Canada's largest robotics and automation cluster and a substantial manufacturing community that includes Toyota's largest Canadian plant.

Together, the Toronto-Waterloo Corridor is part of Canada's largest tech cluster and Canada's largest manufacturing and automotive corridors.

The diversity of the Toronto-Waterloo Corridor's ecosystem is truly unrivaled in North America. With a mix of industries, businesses and cost options, it's the ideal place for companies looking to land and grow.

Want to learn more about the Toronto-Waterloo Corridor?

Get in touch with our team today.

CONTACT US →

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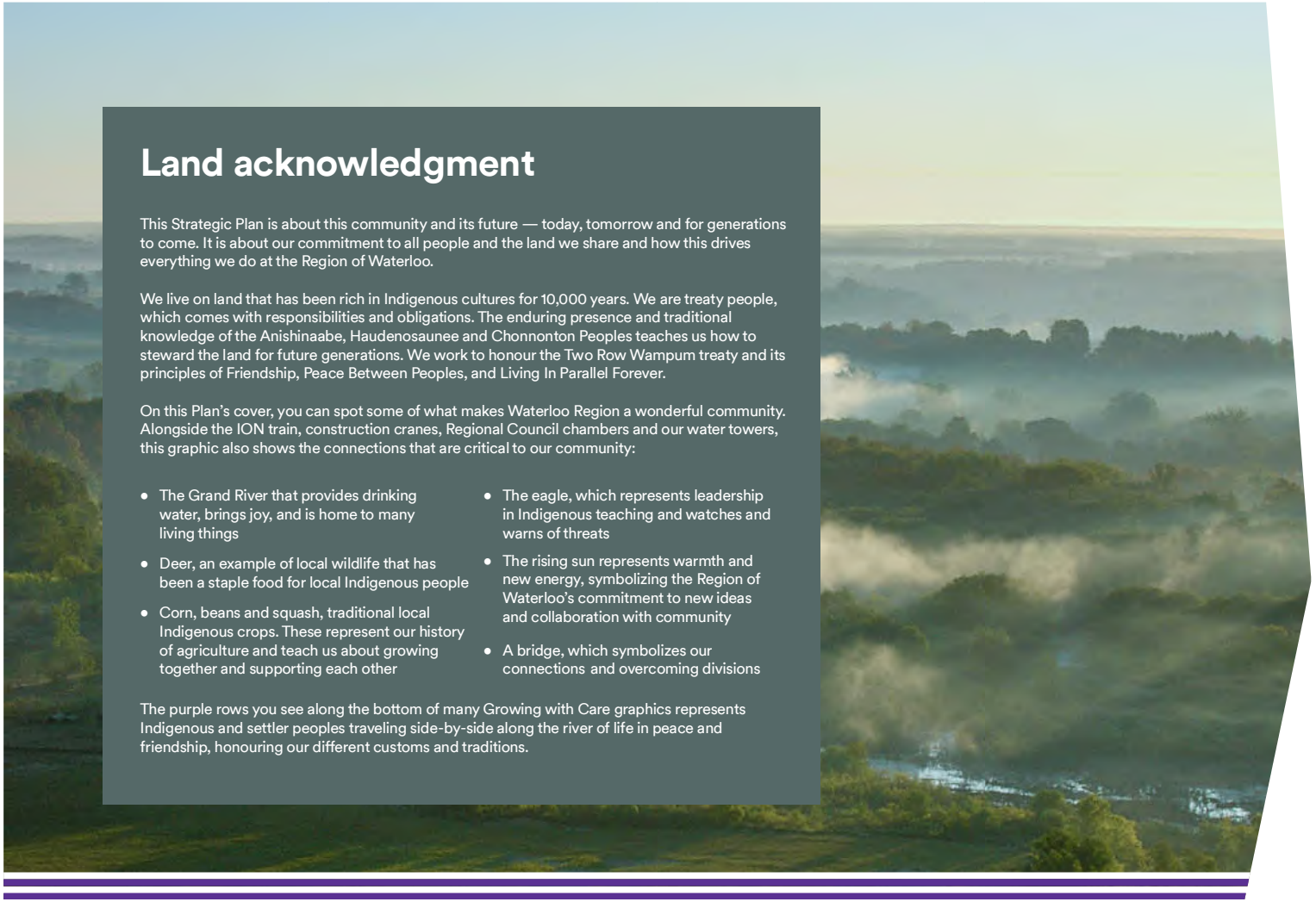
This is Exhibit “F” referred to in the Affidavit of Douglas John Spooner affirmed by Douglas John Spooner of the City of Waterloo, in the Regional Municipality of Waterloo, before me at the City of Toronto, in the Province of Ontario, on June 6, 2025 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

Commissioner for Taking Affidavits (or as may be)

KARTIGA THAVARAJ

2023-2027
STRATEGIC PLAN
growing
with care
Region of Waterloo



Land acknowledgment

This Strategic Plan is about this community and its future — today, tomorrow and for generations to come. It is about our commitment to all people and the land we share and how this drives everything we do at the Region of Waterloo.

We live on land that has been rich in Indigenous cultures for 10,000 years. We are treaty people, which comes with responsibilities and obligations. The enduring presence and traditional knowledge of the Anishinaabe, Haudenosaunee and Chonnonton Peoples teaches us how to steward the land for future generations. We work to honour the Two Row Wampum treaty and its principles of Friendship, Peace Between Peoples, and Living In Parallel Forever.

On this Plan's cover, you can spot some of what makes Waterloo Region a wonderful community. Alongside the ION train, construction cranes, Regional Council chambers and our water towers, this graphic also shows the connections that are critical to our community:

- The Grand River that provides drinking water, brings joy, and is home to many living things
- Deer, an example of local wildlife that has been a staple food for local Indigenous people
- Corn, beans and squash, traditional local Indigenous crops. These represent our history of agriculture and teach us about growing together and supporting each other
- The eagle, which represents leadership in Indigenous teaching and watches and warns of threats
- The rising sun represents warmth and new energy, symbolizing the Region of Waterloo's commitment to new ideas and collaboration with community
- A bridge, which symbolizes our connections and overcoming divisions

The purple rows you see along the bottom of many Growing with Care graphics represents Indigenous and settler peoples traveling side-by-side along the river of life in peace and friendship, honouring our different customs and traditions.

Table of contents

Message from the Regional Chair....4

Your regional government....5

Waterloo Region: a place of possibilities....6

Our 2023-2027 Strategic Plan....8

Strategic priority:
Homes for all....10

Strategic priority:
Climate aligned growth....12

Strategic priority:
Equitable services and opportunities....14

Strategic priority:
Resilient and future ready organization....16

Accountability: showing you results....18

Acknowledgments....19

Message from Karen Redman,
Regional Chair

The Region of Waterloo is quickly growing to one million residents, and how we grow matters. It's imperative that as a community, we focus on the future, striving for growth that is sustainable, fair, and inclusive.

In developing this Strategic Plan, we listened to the diverse voices of thousands of residents. We would like to thank everyone who took a moment of their busy day to tell us what mattered to them.

Your feedback emphasized that our community's identity should not solely be defined by growth numbers, but rather by the manner in which we grow collectively. Your vision entails a future where growth is approached with sensitivity—towards both people and the environment we inhabit.

We've heard you, and the result is our new 2023-2027 Strategic Plan, "Growing with Care." This is our shared vision for the community where we all live. It is our guide towards a compassionate community that cares for all people, stewards the land for future generations and where everyone has the opportunity to live a good life.

These are the building blocks for our future. Working alongside community partners and area municipalities, we are proud to continue providing the essential services residents deserve.

Sincerely,

Karen Redman

Karen Redman, Regional Chair

Your regional government

We've listened to where the community wants to go. We also know that the journey is just as important as the destination. The Region of Waterloo is working hard to provide the essential services residents need now, and also to build the best community for future generations.

Your Regional Council

Karen Redman - Regional Chair
Doug Craig - Cambridge
Rob Deutschmann - Kitchener
Jim Erb - Waterloo
Sue Foxton - North Dumfries
Michael Harris - Kitchener
Chantal Huinink - Waterloo
Colleen James - Kitchener
Jan Liggett - Cambridge
Dorothy McCabe - Waterloo
Joe Nowak - Wellesley
Natasha Salonen - Wilmot
Sandy Shantz - Woolwich
Berry Vrbanovic - Kitchener
Kari Williams - Kitchener
Pam Wolf - Cambridge

About the Regional Municipality of Waterloo

At the heart of the Region of Waterloo are people who care deeply about the community.

Together we collaborate with community to bring essential services to everyone living, working and visiting here, today and tomorrow.

You will find us providing health services, transit services, seniors' services, paramedic services, waste management services and much more.

Behind each service are passionate and compassionate employees working towards an inclusive, thriving and sustainable future for Waterloo Region.

Waterloo Region is part of the Dish with One Spoon Wampum. This treaty guides our work at the Region of Waterloo as we live out our core value.

- We recognize our shared humanity and land
- We only take what we need
- We leave some for others, and
- We keep the dish clean

Waterloo Region: a place of possibilities

Waterloo Region is one of the fastest growing areas in North America, with a blend of cities, countryside, technology and modern industries. We are thriving, vibrant and will soon be a community of over one million people.

This is a special place. It is a place of hope, for today's residents and for those traveling from all corners to seek a better life.

Our appreciation for land coupled with our welcoming nature helped create thriving cities and vibrant townships that together provide a unique way of life for those who call Waterloo Region their home.

Ours is a community of collaborators, where people love to listen and learn from one another. Here, we take bold action towards the things that matter most. Invention and ambition is in our DNA. Together, collaborators and disrupters tackle local challenges and further global progress.

Most importantly of all, Waterloo Region is a caring community, a place of safety, where you are valued for who you are.

Growing with Care

The Region of Waterloo is on an exciting journey of growth. As we grow with care, we have a new vision, mission and core value to reflect who we are and how we will work alongside our community partners.

These statements describe the future that residents want for themselves, one grounded in compassion and equitable opportunity for all. They speak to the Region's vital role to serve a growing and diverse community across all corners of Waterloo Region. Our core value is at the heart of how we, as employees, will carry out this work. It also signals a deep commitment to continue our journey towards meaningful Reconciliation and equity.

Vision

Waterloo Region is a compassionate community that cares for all people, stewards the land for future generations and where everyone has the opportunity to live a good life.

Mission

To provide essential services that support quality of life for each and every person in Waterloo Region.

Core Value

Care for people and the land we share.

Where we are, where we're going

674,000
Waterloo Region's population in 2023

925,000
our expected population by 2051

14 years old and younger
make up **17%** of people in Waterloo Region
(*Expected to **decrease** by 2041*)

65 years old and older
make up **16%** of people in Waterloo Region
(*Expected to **increase** by 2041*)

27.5%
of our population was part of a racialized group in 2021
*(59% **increase** between 2016 and 2021)*

Our 2023-2027 Strategic Plan

Our Strategic Plan **'Growing with Care,'** gives the Region of Waterloo four key priority areas to guide our work together as our community grows over the next four years.

Vision

Waterloo Region is a compassionate community that cares for all people, stewards the land for future generations and where everyone has the opportunity to live a good life.

Mission

To provide essential services that support quality of life for each and every person in Waterloo Region.

Core Value

Care for people and the land we share.

Homes for all

We will invest in affordable homes and economic opportunity for all that are part of inclusive and environmentally sustainable communities.

- Move quickly to create affordable, accessible, and equitable housing
- Eliminate chronic homelessness and reliance on traditional shelter models
- Invest in upstream solutions to reduce housing and economic precarity
- Unlock Region-owned land that supports community growth

Climate aligned growth

As we grow, we will support a healthy environment where communities can thrive. Through intentional collaboration and creativity, we will support sustainable community growth.

- Use a climate adaptation lens to re-imagine infrastructure, land and services for growth
- Foster car alternative options through complete streets and extended alternative transportation networks
- Steward our natural environment and shared resources as we grow

growing with care

Equitable services and opportunities

Through collaboration and innovative design, we will provide equitable, accessible services across Waterloo Region that support the social determinants of health, safety and complete communities as we grow.

- Ensure services are inclusive, accessible, culturally safe and appropriate
- Design equitable Regional services that meet local community needs
- Explore new models of service through community collaboration and partnerships

Resilient and future ready organization

The Region of Waterloo is a great place to work, where everyone is valued, feels they belong and where they have the supports and tools they need to do a great job. We will be prepared for the future by providing a safe space for bold ideas and experimentation, based on data and other ways of knowing.

- Foster an empowered, people-centred culture
- Reconcile past injustices to advance our future together
- Explore new service models and partnerships to achieve fiscal resilience and better service

Strategic priority

Homes for all

We will invest in affordable homes and economic opportunity for all that are part of inclusive and environmentally sustainable communities.

A home is more than rooms, bricks and mortar. It is a place where people feel secure and welcome. We feel at home in a community that is connected and safe, when equity and inclusion matter, when the land, air and water are clean, and when everyone has what they need to live.

Growing with Care is our path towards creating homes for all. Together we will advance this priority over the next four years by:

1. Moving quickly to create affordable, accessible, and equitable housing

We will increase equitable access to affordable homes that cost less than 30% of household income across the region. We will also work to ensure these homes reflect the present and future needs of residents, with a variety of options across the region.

2. Eliminating chronic homelessness and reliance on traditional emergency shelter models

We will work in collaboration with area municipalities, community partners, and other levels of government to reduce, then eliminate, chronic homelessness by advancing new long-term housing solutions that enable people to have safe, permanent homes.

3. Investing in upstream solutions to reduce housing and economic precarity

To properly address the complexity of the housing crisis for current and future generations, we will extend our focus beyond the traditional domain of housing solutions and focus on preventative interventions and continue to deliver wrap-around supports.

4. Unlocking Region-owned land that supports community growth

We will make land available across the region appropriate for affordable housing, shovel-ready employment lands and other supportive infrastructure designed for families and future needs.

We will monitor progress on our **Homes for All** priority through:

- Equitable housing
- Affordability
- Social and economic supports and opportunities
- Homelessness
- Using land effectively

Strategic priority

Equitable services and opportunities

Through collaboration and innovative design, we will provide equitable, accessible services across Waterloo Region that support the social determinants of health, safety and complete communities as we grow.

Our community is only complete when everyone is included, and can enjoy health, safety and equity.

Here in Waterloo Region, our mix of diverse communities and cultures makes us stronger. People thrive when they have the opportunities and supports they need. We know that many residents experience barriers due to their ethnicity, culture, race or skin colour, sexual orientation, gender identity, disability, geography, or income.

The Region will be vigilant that our services work for everyone. Over the next four years, we will advance this priority by:

1. Ensuring services are inclusive, accessible, culturally safe and appropriate

The Region will work to ensure the services it delivers are safe, culturally appropriate, inclusive and empowering to communities.

2. Designing equitable services that meet local community needs

We will work to ensure people have access to the services they need when, where, and how they need them most.

3. Exploring new models of service through community collaboration and partnerships

To best meet people's needs, we will work with community partners, community members, and across Regional departments to co-design safe, fiscally responsible and culturally appropriate service improvements and policies.

We'll monitor progress on our **Equitable Services and Opportunities** priority through:

- Social and economic wellbeing
- Service experience and equity
- Diverse programming
- Community partnerships

Strategic priority

Climate aligned growth

As we grow, we will support a healthy environment where communities can thrive. Through intentional collaboration and creativity, we will support sustainable community growth.

We must prioritize a healthy environment for all residents to thrive. This means working together to protect clear air, water, biodiversity and land, and expanding climate-friendly ways to get around the community.

The natural world is under pressure as our region grows and the climate crisis worsens. For the people of Waterloo Region, climate change means adapting to more frequent storms and flash flooding, heat waves, air quality alerts, and different agricultural production.

Over the next four years, we will advance this priority alongside community partners by:

1. Using a climate adaptation lens to re-imagine infrastructure, land and services for growth

We will work collaboratively with TransformWR, area municipalities, businesses and community partners to integrate infrastructure planning and adaptation — improving how services, assets, and infrastructure mitigate and adapt to climate change.

2. Fostering car alternative options through complete streets and extended alternative transportation networks

By expanding equitable public and active transportation networks across the region, we will make it easier for people to get around and make climate-friendly choices.

3. Stewarding our natural environment and shared resources as we grow

We will work alongside Indigenous communities and community partners to protect the region's natural environment, biodiversity, trees, and water.

We'll monitor progress on our **Climate Aligned Growth** priority through:

- Greenhouse gas emissions
- Energy utilization
- Car alternative options
- Active transportation
- Health and sustainability of natural resources

Strategic priority

Resilient and future ready organization

The Region of Waterloo is a great place to work, where everyone is valued, feels they belong and where they have the supports and tools they need to do a great job. We will be prepared for the future by providing a safe space for bold ideas and experimentation that transform services based on data and other ways of knowing.

Our people are critical to delivering excellent services. Prioritizing diversity, equity, inclusion, and employee wellbeing will ensure we attract and retain talented, experienced staff. Improving how we use data and technology (like AI and automation) will help us work efficiently and make better evidence-based decisions. We can't do this alone. Working with community partners will help us innovate and improve our services in a more fiscally sustainable way.

We will advance this priority over the next four years by:

1. Fostering an empowered, people-centred culture

Our people are critical to delivering services for the community. We will work to ensure present and future staff feel valued, respected and have the tools, support, processes and agency they need to make a positive impact.

2. Reconciling past injustices to advance our future together

To meaningfully advance our future, we must acknowledge and learn from our past injustices, and act. This includes centering the voices of those traditionally discriminated against in policy decisions, staffing decisions and service delivery. It also means exploring new approaches to community-centred decision-making, and how we attract, value, and support Indigenous, Black and racialized communities.

3. Exploring new service models and partnerships to achieve fiscal resilience and better service

Working together, we will identify and invest in new approaches that support our future fiscal resilience. We will support staff and the community to drive service transformation that is culturally appropriate, safe and inclusive through co-design, data-driven decision-making, innovative digital tools, and other ways of knowing.

We'll monitor progress on **Resilient and Future Ready Organization** through:

- Employee retention and wellbeing
- Leadership and staff diversity
- Anti-oppressive policies and services
- Healthy workplaces
- Truth and Reconciliation Calls to Action
- Digital and data-informed services
- Compassionate and human-centred services

Accountability: showing you results

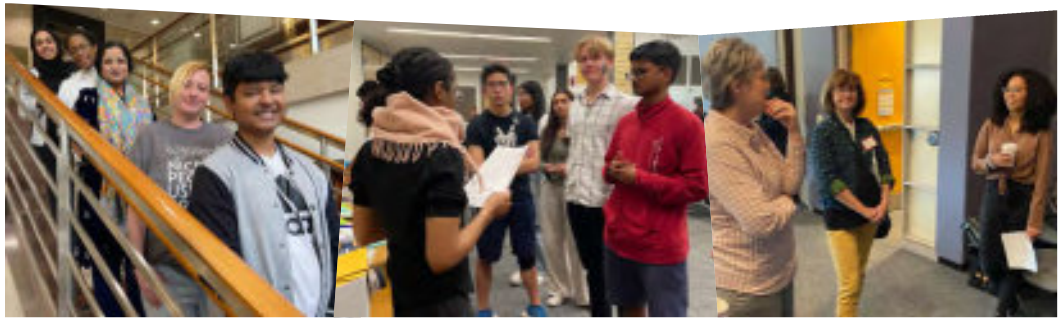
Growing with Care is our commitment to community, and we want community to see the results. When we report back, we will be open about our progress as we work to make a difference in the lives of all residents.

This commitment means allocating resources through our annual Plan and Budget process to the things that matter most to you. It means being fiscally responsible, working with partners and being accountable to you.

We will share our progress with you through stories, reports, online data and other various formats. Learn more at **regionofwaterloo.ca/strategicplan.**

Acknowledgments

Deep thanks and gratitude to the people of Waterloo Region who offered their time and wisdom to help shape this Strategic Plan.



- Community Connectors who had on-the-ground conversations with people across the community.
- Youth who participated in workshops to help imagine the future they'll inherit and lead.
- Community Partners who lent their wisdom and experience through workshops and surveys.

- The many diverse residents who told us about the future they see for the community they call home.
- Region of Waterloo staff who worked hard to shape this Strategic Plan, and to the colleagues who offered their ideas to innovate our services.

Region of Waterloo

Learn more about the Region of Waterloo's Strategic Plan at:
regionofwaterloo.ca/strategicplan

Region of Waterloo
150 Frederick Street, Kitchener, Ontario N2G 4J3
Phone: 519-575-4400 | (TTY): 519-575-4608

Contact us to request this information in an alternate format.

This is Exhibit “G” referred to in the Affidavit of Douglas John Spooner affirmed by Douglas John Spooner of the City of Waterloo, in the Regional Municipality of Waterloo, before me at the City of Toronto, in the Province of Ontario, on June 6, 2025 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

Commissioner for Taking Affidavits (or as may be)

KARTIGA THAVARAJ

TRANSFER PAYMENT AGREEMENT
FOR THE REGIONAL MUNICIPALITY OF WATERLOO
KING VICTORIA TRANSIT HUB PROJECT

This Transfer Payment Agreement for The Regional Municipality of Waterloo King Victoria Transit Hub Project (the "Agreement") made in quadruplicate and effective as of the 7th day of May, 2018.

BETWEEN:

HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO, as represented by the Minister of Transportation for the Province of Ontario

(the **"Province"**)

- AND -

THE REGIONAL MUNICIPALITY OF WATERLOO

(the **"Recipient"**)

BACKGROUND

The Parties recognize that investments in public transit infrastructure are fundamental to the quality of life of Ontarians and necessary to ensure continued economic growth.

The Recipient has applied to the Province for funds to assist the Recipient in carrying out the King Victoria Transit Hub Project (the "Project", as defined in section 1.1 (Definitions)).

The Project includes a centralized, multimodal transportation facility to be located on the northeast corner of King and Victoria streets in downtown Kitchener that will connect GO rail and bus services, the ION LRT line in Waterloo Region, VIA Rail services, local and intercommunity bus service, and potential high speed rail.

The Project supports the Recipient's and the Province's joint objectives of managing congestion, encouraging transit ridership, supporting growth and economic development, and supporting more compact urban form through improved transit connections.

The key economic, social and environmental benefits of the Project include: enabling the Recipient to promote urban revitalization and intensified land use along the central urban corridor; increasing transit ridership and reducing congestion; reducing the emissions of greenhouse gases and other pollutants; reducing the amount of roads required to accommodate future travel demand; and supporting jobs by creating direct and indirect employment during and after construction.

On June 14, 2016, the Province of Ontario announced up to $43,000,000.00 in provincial funding for the Project. This was reiterated in the 2017 Ontario Budget.

The Province of Ontario issued an Approval in Principle Letter, dated October 19, 2017, confirming its intent to financially contribute to Eligible Costs (as defined in section 1.1 (Definitions)) of the Project, up to a maximum of $43,000,000.00.

The Agreement, consistent with the Approval in Principle Letter, sets out the terms and conditions upon which the Province agrees to provide the Recipient with funding for Eligible Costs and upon which the Recipient agrees to carry out the Project.

CONSIDERATION

In consideration of the mutual covenants and agreements contained in the Agreement and for other good and valuable consideration, the receipt and sufficiency of which are expressly acknowledged, the Province and the Recipient agree as follows:

1. INTERPRETATION

1.1 DEFINITIONS

In the Agreement, the following terms will have the following meanings:

"Aboriginal Community" has the meaning ascribed to it in section E.1.1 (Definitions).

"Agreement" means this Agreement entered into between the Province and the Recipient, including all of the schedules listed in section 1.5 (Schedules), and any amending agreement entered into pursuant to section 13.14 (Amendments).

"Authorities" means any government authority, agency, body or department, whether federal, provincial, or municipal, having or claiming jurisdiction over the Agreement or the Project, or both.

"Business Day" means any working day, Monday to Friday inclusive, excluding statutory and other holidays, namely: New Year's Day; Family Day; Good Friday; Easter Monday; Victoria Day; Canada Day; Civic Holiday; Labour Day; Thanksgiving Day; Remembrance Day; Christmas Day; Boxing Day and any other day on which the Province has elected to be closed for business.

"Claim Statement" means a claim statement, in a form provided by the Province, which describes the Eligible Costs for which the Recipient is requesting approval from and payment by the Province, and any supporting documentation and information.

"Committee" has the meaning given to it in section 5.1 (Establishment of Committee).

"Co-chair" means the Province Co-chair or the Recipient Co-chair.

"Co-chairs" means the Province Co-chair and the Recipient Co-chair.

"Contract" means a contract between the Recipient and a Third Party whereby the Third Party agrees to supply goods or services, or both, for the Project in return for financial consideration.

"Effective Date" means the date the Agreement is signed by the last Party.

"Eligible Costs" means the costs of the Project incurred and paid by the Recipient and eligible for contribution by the Province under the terms and conditions of the Agreement, and that are further described in Schedule "A" (Eligible Costs and Ineligible Costs).

"Environmental Laws" means all applicable federal, provincial or municipal laws, regulations, by-laws, orders, rules, policies or guidelines respecting the protection of the natural environment, public or occupational health or safety, and the manufacture, importation, handling, transportation, storage, disposal and treatment of environmental contaminants and include, without limitation, the *Environmental Protection Act* (Ontario), *Environmental Assessment Act* (Ontario), *Ontario Water Resources Act* (Ontario), *Canadian Environmental Protection Act, 1999* (Canada), *Canadian Environmental Assessment Act, 2012* (Canada), *Fisheries Act* (Canada) and *Navigable Waters Protection Act* (Canada).

"Event of Default" has the meaning ascribed to it section 8.2 (Events of Default).

"Final Payment" means the final payment by the Province to the Recipient under the Agreement described in and to be paid in accordance with Schedule "G" (Claim and Payment Procedures), Article G.7 (Final Payment).

"Fiscal Year" means the period beginning April 1 of a year and ending March 31 of the following year.

"Funding Year" means, in the case of the first Funding Year,

a) the period commencing on the Effective Date and ending on the following March 31; and

b) in the case of Funding Years subsequent to the first Funding Year, the period commencing on April 1 following the end of the previous Funding Year and ending on the following March 31.

"Funds" means the money the Province provides to the Recipient pursuant to the Agreement.

"Gas Tax Funds" means funds received from the Province pursuant to the Province's Dedicated Gas Tax Funds for Public Transportation Program.

"Holdback" means the Holdback as described in and to be paid in accordance with Schedule "G" (Claim and Payment Procedures), Article G.6 (Holdback).

"Indemnified Parties" means Her Majesty the Queen in right of Ontario, Her ministers, agents, appointees, and employees.

"Ineligible Costs" means the costs of the Project that are ineligible for contribution by the Province under the terms and conditions of the Agreement, and that are described in Schedule "A" (Eligible Costs and Ineligible Costs).

"KVTH" means the King Victoria Transit Hub.

"Local Government" means a single-tier, lower-tier or upper-tier municipality established by or under Ontario provincial statute, and also includes a municipal service corporation established by such a single-tier, lower-tier or upper-tier municipality.

"Maximum Funds" means the maximum Funds set out in paragraph 3.1 a).

"Minister" means the Minister of Transportation for the Province of Ontario.

"Notice" means any communication given or required to be given pursuant to the Agreement.

"Notice Period" means the period of time within which the Recipient is required to remedy an Event of Default pursuant to paragraph 8.4 b), and includes any such period or periods of time by which the Province extends that time in accordance with section 8.6 (Recipient Not Remedying).

"Parties" means the Province and the Recipient.

"Party" means the Province or the Recipient.

"Project" means the Regional Municipality of Waterloo King Victoria Transit Hub project described in Schedule "B" (Project Description).

"Project Completion Date" means December 31, 2024.

"Project Component" means each component of the Project as described in Schedule "B" (Project Description), Table B.1 (Project Description/Scope).

"Project Implementation" means the stages of the Project directly related to the completion of the Project and includes, but is not limited to, consultation, environmental assessment and monitoring, design, engineering, procurement, construction, testing and evaluation. For greater certainty and without limitation, the Project Implementation does not include the work carried out for the Recipient's Official Plan and Transportation Master Plan and subsequent operation, maintenance, repair, rehabilitation, demolition or reconstruction of the Project.

"Province Co-chair" means the Province Co-chair appointed pursuant to paragraph 5.2 c).

"Recipient Co-chair" means the Recipient Co-chair appointed pursuant to paragraph 5.2 c).

"Reports" means the reports described in Schedule "C" (Reporting, Audit and Evaluation).

"Requirements of Law" means all applicable requirements, laws, statutes, codes, acts, ordinances, approvals, orders, decrees, injunctions, by-laws, rules, regulations, official plans, permits, licences, authorizations, directions, and agreements with all Authorities, and includes the Environmental Laws.

"Significant Change" means a Significant Change as described in paragraph 5.6 a).

"Solemn Declaration of Substantial Completion" means a Solemn Declaration of Substantial Completion substantially in the form attached as Sub-schedule "G.2" (Form of Solemn Declaration of Substantial Completion).

"Substantial Completion" means substantially performed as described in and will be determined in accordance with subsection 2(1) of the *Construction Lien Act*, R.S.O. 1990, c. C.30 and for the purposes of the Project, means the substantial completion of the last Project Component.

"Substantial Completion Date" means the substantial completion date indicated on the Solemn Declaration of Substantial Completion.

"Third Party" means any legal entity, other than a Party, who supplies goods or services, or both, to the Recipient for Project Implementation.

"Third-party Certifier" means an architect, duly licensed in the Province of Ontario, with expertise in cost estimating and inspecting transportation projects of similar size and scope, retained and paid by the Recipient in accordance with the terms and conditions of a Third-party Certifier Agreement.

"Third-party Certifier Agreement" means an agreement between the Recipient and a Third-party Certifier for the purpose of, as outlined in the Agreement, providing an independent professional certification of the Project.

1.2 ENTIRE AGREEMENT

The Agreement constitutes the entire agreement between the Parties with respect to the subject matter contained in the Agreement and supersedes all prior oral or written representations and agreements.

1.3 DURATION OF AGREEMENT

The Agreement will commence on the Effective Date and will expire on the Project Completion Date unless terminated earlier pursuant to Article 3.5 (Termination Where No Appropriation), Article 3.8 (Termination on Notice), or Article 8 (Events of Default, Corrective Action, and Termination for Default).

1.4 SURVIVAL

The following Articles, sections and paragraphs, and all applicable cross-referenced sections, paragraphs and schedules, will continue in full force and effect for a period of seven years from the date of expiry or termination of the Agreement: Articles 1 (Interpretation) and any other applicable definitions and 2 (Purpose), paragraphs 3.2 d) and 3.5 b), c) and d), section 3.4 (Disclosure of Other Funding and Adjustments), paragraph 3.8 b), section 3.10 (Interest), Articles 4 (Aboriginal Consultation) and 6 (Contract and Third-Party Certifier Procedures), sections 8.1 (Exchange of Information and Potential Disputes), 8.2 (Events of Default), and 8.3 (Notice of Breach), paragraphs 8.4 d), e), f), g) and h), sections 8.9 (Funds Upon Expiry), 9.1 (Preparation and Submission) (to the extent that the Recipient has not provided the Reports or other reports as may have been requested to the satisfaction of the Province), 9.2 (Record Maintenance), 9.3 (Inspection), 9.4 (Disclosure), 9.5 (No Control of Records), 9.6 (Auditor General), 9.7 (Recipient's Audit of Expenditures), 9.8 (Disclosure of the Province's Contribution), 9.9 (Evaluation) and 10 (Communications Protocol), paragraph 11.1 a), and Articles12 (Indemnification) and 13 (General).

1.5 *SCHEDULES*

The following schedules are attached to, and form part of, the Agreement:

a) Schedule "A" - Eligible Costs and Ineligible Costs

b) Schedule "B" - Project Description

c) Schedule "C" - Reporting, Audit and Evaluation

d) Schedule "D" - Communications Protocol

e) Schedule "E" - Aboriginal Consultation Protocol

f) Schedule "F" - Form of Certificate of Title, and

g) Schedule "G" - Claim and Payment Procedures

   i) Sub-schedule "G.1" - Form of Certificate/Payment Request from Recipient Co-chair or Senior Official, and

   ii) Sub-schedule "G.2" - Form of Solemn Declaration of Substantial Completion.

1.6 *PRECEDENCE*

In the event of a conflict or inconsistency between the part of the Agreement that precedes the signatures of the Parties (the **"Body of the Agreement"**) and a schedule or a sub-schedule, the following rules will apply:

a) the Parties will interpret the Body of the Agreement in so far as possible, in a way that preserves the intention of the Parties as expressed in the Body of the Agreement; and

b) where it is not possible to interpret the Body of the Agreement in a way that is consistent with the provisions of the schedule or the sub-schedule, the Body of the Agreement will prevail over the provisions of the schedule or the sub-schedule to the extent of the inconsistency.

1.7 *ACCOUNTING PRINCIPLES*

All accounting terms not otherwise defined in the Agreement have their ordinary meanings. All calculations will be made and all financial data to be submitted will be prepared in accordance with the generally accepted accounting principles in effect in Canada. These will include, without limitation, those principles and standards approved or recommended from time to time by the Canadian Institute of Chartered Accountants or the Public Sector Accounting Board, as applicable, or any successor institute, applied on a consistent basis.

1.8 *INTERPRETATION*

For the purposes of interpretation:

a) words in the singular include the plural and vice-versa;

b) the headings do not form part of the Agreement; they are for reference only and will not affect the interpretation of the Agreement;

c) any reference to dollars or currency will be in Canadian dollars and currency; and

d) "include", "includes" and "including" denote that the subsequent list is not exhaustive.

2. PURPOSE

2.1 *DESCRIPTION OF THE PROJECT*

The Project is described in Schedule "B" (Project Description).

2.2 *PURPOSE OF THE AGREEMENT*

The purpose of the Agreement is to establish the terms and conditions whereby the Province will reimburse the Recipient a part of the Eligible Costs towards the Project Implementation.

3. OBLIGATIONS OF THE PARTIES

3.1 FUNDS PROVIDED

The Province will:

a) provide the Recipient up to a maximum of $43,000,000.00 towards the Eligible Costs of the Project Implementation and for the purpose of carrying out the Project;

b) provide the Funds to the Recipient in accordance with the claim and payment procedures in Schedule "G" (Claim and Payment Procedures); and

c) deposit the Funds into an account designated by the Recipient provided that the account:

i) resides at a Canadian financial institution; and

ii) is in the name of the Recipient.

3.2 LIMITATION ON PAYMENT OF FUNDS

Despite section 3.1 (Funds Provided):

a) the Province is not obligated to provide any Funds to the Recipient until the Recipient:

i) provides the certificates of insurance or other proof as the Province may request pursuant to section 15.2 (Proof of Insurance); and

ii) fulfils the requirements of Article 14 (Special Conditions).

b) the Province is not obligated to provide instalments of Funds until it is satisfied with the progress of the Project;

c) the Province may adjust the amount of Funds it provides to the Recipient in any Funding Year based upon the Province's assessment of the information the Recipient provides to the Province pursuant to paragraph 9.1 a) or b), or both; or

d) if, pursuant to the *Financial Administration Act* (Ontario), the Province does not receive the necessary appropriation from the Ontario Legislature for payment under the Agreement, the Province is not obligated to make any such payment, and, as a consequence, the Province may:

i) reduce the amount of Funds and, in consultation with the Recipient, change the Project; or

ii) terminate the Agreement pursuant to paragraph 3.5 a).

3.3 USE THE FUNDS AND CARRY OUT THE PROJECT

The Recipient will assume full responsibility for the Project and do all of the following, including:

a) carry out the Project in accordance with the Agreement;

b) use the Funds only for the purpose of carrying out the Project;

c) spend the Funds only in accordance with Schedule "B" (Project Description);

d) assume full responsibility for the Project;

e) complete, diligent and timely Project Implementation within the costs and deadlines specified in the Agreement and in accordance with all other terms and conditions of the Agreement, and for all the costs of the Project including overruns, if any; and

f) upon the Project's completion, pay for and carry out, as per applicable standards and for the full lifecycle of the KVTH, the operation, maintenance, repair, rehabilitation, demolition or reconstruction of the KVTH.

3.4 *DISCLOSURE OF OTHER FUNDING AND ADJUSTMENTS*

a) The Recipient agrees to inform the Province promptly of all financial assistance, except for any Gas Tax Funds, received for the Project.

b) If the Recipient:

i) receives Funds in excess of the Province's maximum financial contribution pursuant to paragraph 3.1 a);

ii) receives or is owed financial assistance from any source in respect of Eligible Costs which, in the aggregate, exceeds 100% of the Eligible Costs; or

iii) uses Funds towards Ineligible Costs,

the Province may recover from the Recipient or reduce its financial contribution to the Recipient in an amount, including any related interests, equal to the Funds and financial assistance received or owed in excess or Funds used towards Ineligible Costs.

3.5 *TERMINATION WHERE NO APPROPRIATION*

a) If, as provided for in paragraph 3.2 d), the Province does not receive the necessary appropriation from the Ontario Legislature for any payment the Province is to make pursuant to the Agreement, the Province may terminate the Agreement immediately without liability, penalty, or costs by giving Notice to the Recipient.

b) If the Province terminates the Agreement pursuant to paragraph 3.5 a), the Province may take one or more of the following actions:

i) cancel further instalments of Funds;

ii) demand from the Recipient the payment of any Funds remaining in the possession or under the control of the Recipient; and

iii) determine the reasonable costs for the Recipient to wind down the Project and permit the Recipient to offset such costs against the amount owing pursuant to paragraph 3.5 b) ii).

c) If, pursuant to paragraph 3.5 b) iii), the Province determines that the costs to wind down the Project exceed the Funds remaining in the possession or under the control of the Recipient, the Province will not provide additional Funds to the Recipient.

d) For greater certainty, the Province will not be liable for any direct, indirect, consequential, exemplary or punitive damages, regardless of the form of action, whether in contract, tort or otherwise, arising from any reduction of funding or termination of the Agreement if the Province does not receive the necessary appropriation from the Ontario Legislature.

3.6 *FISCAL YEAR BUDGETING*

Subject to the terms and conditions of the Agreement, the Province will commit funds for the Project for a Fiscal Year in accordance with the tables of estimated Eligible Costs in Schedule "B" (Project Description), Table B.2 (Project Components and Fiscal Year Cost Breakdown) and Table B.3 (General Eligible Cost Payment Annual Estimates), and the resulting estimated contribution by the Province. If, in a Fiscal Year, an amount lesser than the estimated contribution is paid or payable by the Province, the Province will, subject to paragraph 3.2 (d), make reasonable efforts to re-allocate the difference to a subsequent Fiscal Year.

3.7 *INCREASE IN PROJECT COSTS*

If, at any time during the life of the Agreement, the Recipient determines that it will not be possible to complete the Project unless it expends amounts in excess of all funding available to it (a **"Shortfall"**), the Recipient will immediately notify the Province of that determination. If the Recipient so notifies the Province, it will, within 30 days of a request from the Province, provide a summary of the measures that it proposes to remedy the Shortfall. If the Province is not satisfied that the measures proposed will be adequate to

remedy the Shortfall, then the Province may exercise one or more of the remedies available to it pursuant to section 8.4 (Consequences of Events of Default and Corrective Action).

3.8 TERMINATION ON NOTICE

a) The Province may terminate the Agreement at any time without liability, penalty, or costs upon giving at least 30 days' Notice to the Recipient.

b) If the Province terminates the Agreement pursuant to paragraph 3.8 a), the Province may take one or more of the following actions:

i) cancel all further installments of Funds;

ii) demand from the Recipient the payment of any Funds remaining in the possession or under the control of the Recipient; and

iii) determine the reasonable costs for the Recipient to wind down the Project, and do either or both of the following:

a. permit the Recipient to offset the costs against the amount the Recipient owes pursuant to paragraph 3.8 b) ii); and

b. subject to paragraph 3.1 a), provide Funds to the Recipient to cover such costs.

3.9 INTEREST BEARING ACCOUNT

If the Province provides Funds before the Recipient's immediate need for Funds, the Recipient will place the Funds in an interest bearing account in the name of the Recipient at a Canadian financial institution.

3.10 INTEREST

If the Recipient earns any interest on the Funds, the Province may:

a) deduct an amount equal to the interest from any further instalments of Funds; or

b) demand from the Recipient the payment of an amount equal to the interest.

3.11 REBATES, CREDITS AND REFUNDS

The Province will calculate Funds based on the actual costs to the Recipient to carry out the Project, less any costs (including taxes) for which the Recipient has received, will receive, or is eligible to receive, a rebate, credit, or refund.

4. ABORIGINAL CONSULTATION

4.1 ABORIGINAL CONSULTATION PROTOCOL

The Parties agree to be bound by the terms of the Aboriginal Consultation Protocol set out in Schedule "E" (Aboriginal Consultation Protocol).

4.2 FUNDING CONDITIONAL UPON MEETING ABORIGINAL CONSULTATION OBLIGATIONS

The Recipient agrees that the funding under the Agreement is conditional upon the Province being satisfied that its obligations with respect to the legal duty to consult and, if applicable, accommodate Aboriginal Communities have been met.

5. AGREEMENT OVERSIGHT

5.1 ESTABLISHMENT OF COMMITTEE

Within 30 days of the Effective Date, the Parties will hold an initial meeting to establish a committee to oversee the Agreement (the **"Committee"**). The Committee will exist for the duration of the Agreement, as set out in section 1.3 (Duration of Agreement).

5.2 COMMITTEE MEMBERS, CO-CHAIRS AND OBSERVERS

a) The Province will appoint 2 persons as members of the Committee.

b) The Recipient will appoint 2 persons as members of the Committee.

c) The Committee will be headed by co-chairs chosen from its members, 1 appointed by the Province (**"Province Co-chair"**) and 1 appointed by the Recipient (**"Recipient Co-chair"**). If a Co-chair is absent or otherwise unable to act, the member of the Committee duly authorized in writing to replace him or her will act as Co-chair in his or her place.

d) The Province or the Recipient, or both, may invite any of their staff to participate in Committee meetings. For greater certainty, the staff will not be considered members and will not be allowed to vote.

5.3 MEETINGS AND ADMINISTRATIVE MATTERS

The Committee will:

a) within 30 days of its initial meeting, establish rules and procedures with respect to its meetings and those of any of its subcommittees, including and consistent with this Article 5 (Agreement Oversight);

b) meet at least 4 times a year, and at other times at the request of a Co-chair;

c) keep minutes of meetings that will be approved and signed by the Co-chairs as a true record of the Committee meetings; and

d) ensure that all documents needed for the proper oversight of the Agreement are prepared and retained at the location established by the Recipient pursuant to paragraph 5.9 a).

5.4 QUORUM

A quorum for a meeting of the Committee will exist only when both Co-chairs are present.

5.5 COMMITTEE ROLE AND MANDATE

Provided that no action taken by the Committee will conflict with the rights of the Province and the Recipient under the Agreement, including section 5.6 (Changes during the Life of the Project), the mandate of the Committee will include, but not be limited to:

a) monitoring the progress of the Project, including whether any risk to the completion of the Project the Recipient has identified are being addressed, primarily through the review of the reports described in section 9.1 (Preparation and Submission) and annual site tours;

b) reviewing, at the Province's request any additional reports, other than those under paragraph 5.5 a), and cash flows;

c) reviewing requested changes from the Recipient pursuant to paragraph 5.6 b) and, as required, making related decisions or providing recommendations to the Province on such changes;

d) reviewing and making recommendations on the preparation and presentation to the Province of the reports required under the Agreement and any other reports that the Province may deem necessary for reporting progress on the Project;

e) establishing sub-committees, as needed, to assist the Committee in fulfilling its mandate;

f) attempting resolution of disputes between the Parties and, if the dispute cannot be resolved, refer it to the Minister for resolution; and

g) attending to any other function specified in the Agreement or that the Province may assign.

5.6 CHANGES DURING THE LIFE OF THE PROJECT

a) In this section 5.6 (Changes during the Life of the Project), **"Significant Change"** includes any of the following change that, as determined by the Province in its sole

discretion and as communicated to the Committee through the Province Co-chair:

i) increases the Maximum Funds;

ii) significantly, in the Province's opinion, alter the Project scope including, without limitation, alter a Project Component or add or delete a Project Component or a Project sub-component, or both; or

iii) is not listed in paragraphs 5.6 a) i) or ii) and is a significant change, in the Province's opinion.

b) The Recipient will carry out the Project in accordance with the Agreement including, without limitation, Schedule "B" (Project Description). If the Recipient wishes to request a change to the Schedule "B" (Project Description), the Recipient will provide a written description of the proposed change to the Committee for review and,

i) if the requested change is a Significant Change, the Committee will recommend to the Province whether to approve it or not and, subject to any necessary approvals the Province may require, the Province will approve or reject it; and

ii) if the change is not a Significant Change, the Committee will approve or reject it.

c) The Recipient and the Province agree that changes to the Agreement pursuant to paragraph 5.6 b) will be made as set out in section13.14 (Amendments).

5.7 DISPUTE AND POTENTIAL DISPUTE RESOLUTION BY COMMITTEE

a) The Recipient or the Province, or both, may refer a disagreement or contentious issue to the Committee for resolution.

b) The Co-chairs will, as soon as possible and in any event within 30 days within receipt of a Notice by the Province or the Recipient of a disagreement or contentious issue, pursuant to paragraph 5.7 a), attempt to resolve it.

c) If the Co-chairs cannot agree on a resolution consistent with the terms and conditions of the Agreement, the issue will be referred to the Minister for resolution.

d) Any financial contribution from the Province related to an issue referred to either the Committee, pursuant to paragraph 5.7 a), or the Minister, pursuant to paragraph 5.7 c), will be suspended pending resolution.

5.8 DECISIONS

a) The Co-chairs will be the only voting members on the Committee.

b) Decisions of the Committee must be unanimous and recorded in writing.

5.9 ROLE OF THE RECIPIENT

The Recipient will, in addition to any other requirements set out in this Article 5 (Agreement Oversight):

a) establish a fixed location where the Agreement will be managed, and maintain this location until the Committee's activities have concluded and, if relocation is required, establish a new location;

b) prepare and retain, at the above location, and make available to the Committee, all documents needed for the work of the Committee, including payment claim forms, approval documents, agendas and minutes of meetings of the Committee and its subcommittees, and contracts;

c) ensure that any audit required of the Recipient pursuant to the Agreement is carried out and the results are reported to the Committee;

d) ensure that administrative and financial systems are developed and implemented for the Project and the work of the Committee;

e) promptly inform the Committee of all proposed changes to the Project;

f) provide to the Committee, as and within the timelines requested, accurate financial forecasts/estimates for the Project Components listed in Schedule "B" (Project Description), including accrual-based forecasts;

g) inform the Committee promptly of any interest earned on the Funds;

h) provide to the Committee, as requested, status reports for the Project and Project Components to the Committee's satisfaction; and

i) promptly inform the Committee of any risk to the completion of the Project the Recipient has identified, and strategies the Recipient has implemented to address those risks.

6. CONTRACT AND THIRD-PARTY CERTIFIER PROCEDURES

6.1 AWARDING OF CONTRACTS

The Recipient will ensure that any Contract is entered into and managed in accordance with all of the Recipient's policies and procedures. Notwithstanding the foregoing, the Recipient will for each Contract:

a) ensure the Contract is awarded through a process that:

   i) promotes the best value for money; and

   ii) if applicable, is in accordance with the Canadian Free Trade Agreement and internal trade agreements; and

b) comply with the *Broader Public Sector Accountability Act, 2010* (Ontario), including any procurement directive issued thereunder, to the extent applicable.

6.2 CONTRACT PROVISIONS

The Recipient will ensure that each Contract is consistent with, and incorporate, the relevant provisions of the Agreement. More specifically but without limiting the generality of the foregoing, the Recipient agrees to include in each Contract provisions to ensure that:

a) proper and accurate accounts and records are maintained for at least 7 years after the termination or expiry of the Agreement and that the Recipient has the contractual right to audit them;

b) all applicable law, including labour, Environmental Laws and human rights legislation is respected; and

c) the Province and its authorized representatives and an independent auditor and the Auditor General of Ontario will, to the extent permitted by law, at all times:

   i) be permitted to inspect the terms of any Contract, record and account respecting the Project; and

   ii) have free access to the Project sites, facilities and any documentation as contemplated pursuant to section 9.3 (Inspection).

6.3 THIRD-PARTY CERTIFIER AGREEMENT PROVISIONS

a) Notwithstanding that the Province will not be a party to a Third-party Certifier Agreement, such agreement will include provisions that ensure the following conditions are met:

   i) the Third-party Certifier Agreement may not be amended or assigned without the express written consent of the Province;

   ii) the Third-party Certifier will have an equal duty of care to the Province and the Recipient and will be independent of any Third Party and any Third Party

subcontractor;

iii) the Third-party Certifier will represent and warrant that all information provided or submitted, or both, to the Recipient is true and accurate, and prepared in good faith to the best of his or her skill, judgment and knowledge;

iv) the Third-party Certifier will provide the Province with copies of all reports and certificates delivered to the Recipient;

v) the Province will have the right to make inquiries, request that certain matters be investigated and otherwise communicated with the Third-party Certifier from time to time, to clarify information as it relates to the Third-party Certifier requirements as specified in Schedule "G" (Claim and Payment Procedures), and will be entitled to receive any material prepared by the Third-party Certifier resulting from such inquiries, requests and communications. The Province will provide copies of all such requests to the Recipient; and

vi) the Third-party Certifier will maintain accurate and complete records related to all work performed under the Third-party Certifier Agreement for at least 7 years after the end of the Agreement and such records will be made available to the Province upon request and reasonable notice.

b) The Recipient will provide the Province with a copy of the Third-party Certifier Agreement within 30 days of the effective date of the Third-party Certifier Agreement.

7. CLAIMS AND PAYMENTS

7.1 CONTRIBUTION CONDITIONS

The Province will not be required to make any contribution unless the Recipient is in compliance with the terms and conditions of the Agreement.

7.2 CLAIM PROCEDURES

The Recipient agrees that the procedures set out in Schedule "G" (Claim and Payment Procedures) will apply.

8. EVENTS OF DEFAULT, CORRECTIVE ACTION, AND TERMINATION FOR DEFAULT

8.1 EXCHANGE OF INFORMATION AND POTENTIAL DISPUTES

The Parties agree to keep each other informed of any disagreement or contentious issue relevant to the Agreement and agree to use reasonable efforts to resolve it.

8.2 EVENTS OF DEFAULT

Subject to section 8.3 (Notice of Breach), if in the Province's opinion, the Recipient breaches any representation, warranty, covenant, or other material term of the Agreement, including failing to do any of the following in accordance with the terms and conditions of the Agreement:

a) carry out the Project;

b) use or spend Funds; or

c) provide, in accordance with section 9.1 (Preparation and Submission), Reports or such other reports as may have been requested pursuant to paragraph 9.1 b)

that event will constitute an Event of Default.

8.3 NOTICE OF BREACH

The Province will not consider an event described in section 8.2 (Events of Default) an Event of Default unless the Province has given Notice to the Recipient of that event and the Recipient has failed, within 30 days of receipt of the Notice or any other timelines agreed upon in writing by and at the sole discretion of the Province, either to correct it or to demonstrate, to the satisfaction of the Province, that it has taken such steps as are necessary to correct it and has notified the Province of the rectification.

8.4 CONSEQUENCES OF EVENTS OF DEFAULT AND CORRECTIVE ACTION

If an Event of Default occurs, the Province may, at any time, take one or more of the following actions:

a) initiate any action the Province considers necessary in order to facilitate the successful continuation or completion of the Project;

b) provide the Recipient with an opportunity to remedy the Event of Default;

c) suspend the payment of Funds for such period as the Province determines appropriate;

d) reduce the amount of the Funds;

e) cancel further instalments of Funds;

f) demand from the Recipient the payment of any Funds remaining in the possession or under the control of the Recipient;

g) demand from the Recipient the payment of any amount equal to any Funds the Recipient used, but did not use in accordance with the Agreement;

h) demand from the Recipient the payment of an amount equal to any Funds the Province provided to the Recipient; and

i) terminate the Agreement at any time, including immediately, without liability, penalty or costs to the Province upon giving Notice to the Recipient.

8.5 OPPORTUNITY TO REMEDY

If, in accordance with paragraph 8.4 b), the Province provides the Recipient with an opportunity to remedy the Event of Default, the Province will give Notice to the Recipient of:

a) the particulars of the Event of Default; and

b) the Notice Period.

8.6 RECIPIENT NOT REMEDYING

If the Province provided the Recipient with an opportunity to remedy the Event of Default pursuant to paragraph 8.4 b), and:

a) the Recipient does not remedy the Event of Default within the Notice Period;

b) it becomes apparent to the Province that the Recipient cannot completely remedy the Event of Default within the Notice Period; or

c) the Recipient is not proceeding to remedy the Event of Default in a way that is satisfactory to the Province,

the Province may extend the Notice Period, or initiate any one or more of the actions provided for in paragraph 8.4 a), c), d), e), f), g), h), and i).

8.7 WHEN TERMINATION EFFECTIVE

Termination under this Article will take effect as provided for in the Notice.

8.8 FUNDS AT THE END OF A FUNDING YEAR

Without limiting any rights of the Province under Article 8 (Events of Default, Corrective Action, and Termination for Default), if the Recipient has not spent all of the Funds allocated for the Funding Year as provided for in the budget set out in Schedule "B" (Project Description), the Province may take one or both of the following actions:

a) demand from the Recipient payment of the unspent Funds; and

b) adjust the amount of any further instalments of Funds accordingly.

8.9 FUNDS UPON EXPIRY

The Recipient will, upon expiry of the Agreement, pay to the Province any Funds remaining in its possession or under its control.

8.10 WAIVER

a) Either Party may, in accordance with the Notice provision set out in Article 13.15 (Notice), ask the other Party to waive an obligation under the Agreement.

b) Any waiver a Party grants in response to a request made pursuant to paragraph 8.10 a) will:

   i) be valid only if the Party granting the waiver provides it in writing; and

   ii) apply only to the specific obligation referred to in the waiver.

9. REPORTING, AUDIT AND EVALUATION

9.1 PREPARATION AND SUBMISSION

The Recipient will:

a) submit to the Province electronically at the email address the Province later provides to the Recipient pursuant to paragraph 13.15 a), all Reports in accordance with the timelines and content requirements as provided for in Schedule "C" (Reporting, Audit and Evaluation), or in a form as specified by the Province from time to time;

b) submit to the Province any other reports as the Province may request in accordance with the timelines and content requirements, and at the address, specified by the Province;

c) ensure that all Reports and other reports are completed to the satisfaction of the Province; and

d) ensure that all Reports and other reports are signed on behalf of the Recipient by an authorized signing officer.

9.2 RECORD MAINTENANCE

The Recipient will keep and maintain:

a) all financial records (including invoices) relating to the Funds or otherwise to the Project in a manner consistent with generally accepted accounting principles; and

b) all non-financial documents and records relating to the Funds or otherwise to the Project.

9.3 INSPECTION

The Province, any authorized representative, or any independent auditor identified by the Province may, at the Province's expense, upon twenty-four hours' Notice to the Recipient and during normal business hours, enter upon the Recipient's premises to review the progress of the Project and the Recipient's allocation and expenditure of the Funds and, for the purposes, the Province, any authorized representative, or any independent auditor identified by the Province may take one or more of the following actions:

a) inspect and copy the records and documents referred to in section 9.2 (Record Maintenance);

b) remove any copies made pursuant to paragraph 9.3 a) from the Recipient's premises; and

c) conduct an audit or investigation of the Recipient in respect of the expenditure of the Funds, the Project, or both.

9.4 DISCLOSURE

To assist in respect of the rights provided for in section 9.3 (Inspection), the Recipient will disclose any information requested by the Province, any authorized representatives, or any independent auditor identified by the Province, and will do so in the form requested by the Province, any authorized representative, or any independent auditor identified by the Province, as the case may be.

9.5 NO CONTROL OF RECORDS

No provision of the Agreement will be construed so as to give the Province any control whatsoever over the Recipient's records.

9.6 AUDITOR GENERAL

The Province's rights under Article 9 (Reporting, Audit and Evaluation) are in addition to any rights provided to the Auditor General pursuant to section 9.1 of *the Auditor General Act* (Ontario).

9.7 RECIPIENT'S AUDIT OF EXPENDITURES

The Recipient will ensure that expenditures under the Agreement are audited in accordance with Schedule "C" (Reporting, Audit and Evaluation).

9.8 DISCLOSURE OF THE PROVINCE'S CONTRIBUTION

The Recipient will, in its public accounts, reflect the Province's contribution, in accordance with the Recipient's established accounting practices.

9.9 EVALUATION

The Parties agree to conduct a joint post Project evaluation following the evaluation procedures set out in Schedule "C" (Reporting, Audit and Evaluation), Article C.4 (Evaluation).

10. COMMUNICATIONS PROTOCOL

The Recipient will follow the communications protocol set out in Schedule "D" (Communications Protocol).

11. RECIPIENT REPRESENTATIONS AND WARRANTIES

11.1 GENERAL. The Recipient represents, warrants and covenants that:

a) it is, and will continue to be, a validly existing legal entity with full power to fulfill its obligations under the Agreement;

b) it has, and will continue to have, the experience and expertise necessary to carry out the Project;

c) it is in compliance with, and will continue to comply with, the Requirements of Law related to any aspect of the Project, the Funds, or both;

d) unless otherwise provided for in the Agreement, any information the Recipient provided to the Province in support of its request for funds (including information relating to any eligibility requirements) was true and complete at the time the Recipient provided it and will continue to be true and complete; and

e) there are no actions, suits, investigations or other proceedings pending or, to the knowledge of the Recipient, threatened and there is no order, judgment or decree of any court or governmental agency which could materially and adversely affect the Recipient's ability to carry out its obligations or the activities contemplated by the Agreement, or both. The Recipient will inform the Province immediately if any such action or proceedings are threatened or brought during the term of the Agreement.

11.2 EXECUTION OF AGREEMENT

The Recipient represents and warrants that it has:

a) the full power and authority to enter into the Agreement; and

b) taken all necessary actions to authorize the execution of the Agreement.

11.3 GOVERNANCE

The Recipient represents, warrants, and covenants that it has, will maintain in writing, and will follow:

a) a code of conduct and ethical responsibilities for all persons at all levels of the Recipient's organization;

b) procedures to enable the Recipient's ongoing effective functioning;

c) decision-making mechanisms for the Recipient;

d) procedures to enable the Recipient to manage Funds prudently and effectively;

e) procedures to enable the Recipient to complete the Project successfully;

f) procedures to enable the Recipient to identify risks to the completion of the Project and strategies to address the identified risks, all in a timely manner;

g) procedures to enable the preparation and submission of all Reports required pursuant to Article 9 (Reporting, Audit and Evaluation); and

h) procedures to enable the Recipient to address such other matters as the Recipient considers necessary to enable the Recipient to carry out its obligations under the Agreement.

11.4 SUPPORTING PROOF

Upon the request of the Province, the Recipient will provide the Province with proof of the matters referred to in this Article 11 (Recipient Representations and Warranties).

12. INDEMNIFICATION

12.1 INDEMNIFICATION

The Recipient will indemnify and hold harmless the Indemnified Parties from and against any and all liability, loss, costs, damages and expenses (including legal, expert and consultant fees), causes of action, actions, claims, demands, lawsuits, or other proceedings, by whomever made, sustained, incurred, brought, or prosecuted, in any way arising out of or in connection with the Project or otherwise in connection with the Agreement, unless solely caused by the negligence or wilful misconduct of the Indemnified Parties.

13. GENERAL

13.1 DISPOSAL OF ASSETS AND REVENUES FROM ASSETS

13.1.1 DISPOSAL OF ASSETS

a) The Recipient will notify the Province in writing, 180 days in advance, if at any time during a period of 25 years from the Substantial Completion Date, the Recipient proposes to sell, lease, encumber or use any asset in a manner other than described in the Agreement, or otherwise dispose of, directly or indirectly, any asset, constructed, repaired, rehabilitated or improved, in whole or in part, with contributions by the Province under the terms of the Agreement, other than to the Province, a Local Government or a Crown agent of the Province, and upon disposition, the Recipient will pay the Province, forthwith on demand, a proportionate amount of the Province's contribution, in the proportion set forth herein below:

Where asset is sold, leased, encumbered or disposed of within:	Return of contribution (in current dollars)
All assets, excluding land	
Up to 2 years after Project Completion Date	100%
More than 2 and less than 5 years after Project Completion Date	90%
More than 5 and less than 10 years after Project Completion Date	75%
More than 10 and less than 15 years after Project Completion Date	45%
More than 15 and less than 20 years after Project Completion Date	15%
More than 20 and less than 25 years after Project Completion Date	5%
More than 25 years after the Project Completion Date	0%
Land	
At any time before or after the termination or expiry of the Agreement	100% or more (calculated on a pro rata basis and based on the acquisition cost (book value) or fair market value, whichever is greater, determined as of the date the land is sold, leased, encumbered or disposed of)

b) Notwithstanding the foregoing, if any asset of the Project is disposed of, directly or indirectly and based on the technical or operational requirement of the Recipient, during the 25 year period noted in paragraph 13.1.1 a) and replaced with an asset of equal or greater value, the Recipient may, in lieu of the repayment set out in paragraph 13.1.1 a) and with the Province's prior written approval, reinvest the proceeds from the disposal into the replacement asset.

c) The Contract pursuant to which the Recipient retains ownership of any non-movable asset purchased, constructed, rehabilitated or improved, in whole or in part, with the Funds will not be deemed to be a disposition for the purposes of this provision.

13.1.2 REVENUES FROM ASSETS

The Parties acknowledge that their contributions to the Project are meant to accrue to the public benefit. The Recipient will notify the Province in writing within 90 days of the end of a Fiscal Year, if any asset to which the Province has contributed under the Agreement is used in such a way that, in the Fiscal Year, revenues are generated from it which exceed its operating expenses and the Province may require the Recipient to pay to the Province immediately a portion of the excess, in the same proportion as the Province's contribution is to the total cost of the asset. This obligation will apply only to the first 25 complete Fiscal Years following the Project Completion Date.

13.1.3 DEDUCTION FROM FINANCIAL ASSISTANCE

The Province may deduct the amount of funds to be paid by the Recipient under section 13.1 (Disposal of Assets and Revenues from Assets) from the financial assistance payable on any other project(s) of the Recipient under any other provincial program(s) (either current or future).

13.2 OVERPAYMENT AND DEBT DUE TO PROVINCE

a) If at any time the Province provides Funds in excess of the amount to which the Recipient is entitled under the Agreement, the Province may:

i) deduct an amount equal to the excess Funds from any further instalments of Funds; or

ii) demand that the Recipient pay an amount equal to the excess Funds to the Province.

b) If, pursuant to the Agreement:

i) the Province demands from the Recipient the payment of any Funds or an amount equal to any Funds; or

ii) the Recipient owes any Funds or an amount equal to any Funds to the Province, whether or not the Province has demanded their payment,

such Funds or other amount will be deemed to be a debt due and owing to the Province by the Recipient, and the Recipient will pay the amount to the Province immediately, unless the Province directs otherwise.

13.3 INTEREST ON DEBTS DUE TO THE PROVINCE

The Province may charge the Recipient interest on any money owing by the Recipient at the then current interest rate charged by the Province of Ontario on accounts receivable.

13.4 PAYMENT OF MONEY TO THE PROVINCE

The Recipient will pay any money owing to the Province by cheque payable to the "Ontario Minister of Finance" and delivered to the Province as provided for in paragraph 13.15 a).

13.5 FAILS TO PAY

Without limiting the application of section 43 of the *Financial Administration Act* (Ontario), if the Recipient fails to pay any amount owing under the Agreement, Her Majesty the Queen in right of Ontario may deduct any unpaid amount from any money payable to the Recipient by Her Majesty the Queen in right of Ontario.

13.6 SET-OFF AND FAILURE TO COMPLY WITH OTHER AGREEMENTS

a) Any debt due to the Province by the Recipient may be set-off against any amounts payable by Her Majesty the Queen in right of Ontario or a Crown agency, under any other program or agreement (either current or future), to the Recipient.

b) If the Recipient:

i) has failed to comply with any term, condition or obligation under any other agreement with Her Majesty the Queen in right of Ontario or one of Her agencies (a **"Failure"**);

ii) has been provided with notice of such Failure in accordance with the requirements of such agreement;

iii) has, if applicable, failed to rectify such Failure in accordance with the requirements of such other agreement; and

iv) such Failure is continuing,

the Province may suspend the payment of Funds for such period as the Province determines appropriate.

13.7 NO BENEFIT

The Recipient will ensure that no member of the Legislative Assembly of Ontario, the House of Commons, the Senate or the municipal council of the Regional Municipality of Waterloo will be admitted to any share or part of any Contract, or to any benefit arising

from it.

13.8 INDEPENDENT PARTIES

The Recipient is not an agent, joint venture, partner, or employee of the Province, and the Recipient will not represent itself in any way that might be taken by a reasonable person to suggest that it is, or take any actions that could establish or imply such a relationship.

13.9 NO AUTHORITY TO REPRESENT

Nothing in the Agreement is to be construed as authorizing a third party, including a Third Party, to contract for, or to incur any obligation on behalf of, a Party or to act as agent for a Party.

13.10 ASSIGNMENT

a) The Recipient will not, without the prior written consent of the Province, assign any of its rights or obligations under the Agreement.

b) All rights and obligations contained in the Agreement will extend to and be binding on the Parties' respective heirs, executors, administrators, successors, and permitted assigns.

13.11 COUNTERPARTS

The Agreement may be executed in any number of counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. Delivery of an executed counterpart of the Agreement by electronic means, including without limitation, by facsimile transmission or by electronic delivery in portable document format ("pdf"), will be equally effective as delivery of a manually executed counterpart of the Agreement.

13.12 SEVERABILITY

The invalidity or unenforceability of any provision of the Agreement will not affect the validity or enforceability of any other provision of the Agreement. Any invalid or unenforceable provision will be deemed to be severed.

13.13 CONFLICT OF INTEREST

a) The Recipient will carry out the Project and use the Funds without an actual, potential, or perceived conflict of interest.

b) For the purposes of this section 13.13 (Conflict of Interest), a conflict of interest includes any circumstances where:

   i) the Recipient; or

   ii) any person who has the capacity to influence the Recipient's decisions, has outside commitments, relationships, or financial interests that could, or could be seen to, interfere with the Recipient's objective, unbiased, and impartial judgment relating to the Project, the use of the Funds, or both.

c) The Recipient will:

   i) disclose to the Province, without delay, any situation that a reasonable person would interpret as an actual, potential, or perceived conflict of interest; and

   ii) comply with any terms and conditions that the Province may prescribe as a result of the disclosure.

13.14 AMENDMENTS

a) Except for changes to Table B.2 (Project Components and Fiscal Year Cost Breakdown) and Table B.3 (General Eligible Cost Payment Annual Estimates) of Schedule "B" (Project Description) that are not considered Significant Changes, the Agreement may only be amended by a written agreement.

b) An amending agreement under paragraph 13.14 a), including an amending agreement for a Significant Change, must be executed by the respective representatives of the Parties listed in the signature page below.

c) Despite paragraph 13.14 b), an amending agreement under paragraph 13.14 a) for any amendment to Table B.2 (Project Components and Fiscal Year Cost Breakdown) and Table B.3 (General Eligible Cost Payment Annual Estimates) of Schedule "B" (Project Description), unless the amending agreement is for a Significant Change, may be executed by the respective authorized representatives of the Parties listed below:

i) Province Co-chair; and

ii) Recipient Co-chair.

13.15 NOTICE

a) Notice will be in writing and will be delivered by email, postage-prepaid mail, personal delivery, or fax, and will be addressed to the Province and the Recipient respectively as provided for below, or as either Party later provides or designates to the other by Notice.

i) Any notice to the Province will be sent to:

Director, Strategic Investments and Program Branch
Ministry of Transportation
777 Bay Street, 30th Floor
Toronto, Ontario M7A 2J8

ii) Any notice to the Recipient will be sent to:

Regional Clerk
Council and Administration Services
Region of Waterloo
150 Frederick Street, 2nd Floor
Kitchener, Ontario N2G 4J3

b) Notice will be deemed to have been given:

i) in the case of postage-prepaid mail, five Business Days after the Notice is mailed; or

ii) in the case of email, personal delivery, or fax, one Business Day after the Notice is delivered.

c) Despite paragraph 13.15 b) i), in the event of a postal disruption:

i) Notice by postage-prepaid mail will not be deemed to be given; and

ii) the Party giving Notice will give Notice by email, personal delivery, or fax.

13.16 CONSENT BY PROVINCE AND COMPLIANCE BY RECIPIENT

When the Province provides its consent pursuant to the Agreement, it may impose any terms and conditions on such consent and the Recipient will comply with such terms and conditions.

13.17 COMPLIANCE WITH LAWS AND RELEVANT INDUSTRY STANDARDS

The Recipient agrees to:

a) comply and ensure that, as applicable, any Third Party complies, in relation to the Project, in all material respects, the requirements of all applicable laws, regulations, orders and orders in council, including Environmental Laws, and will comply with the requirements of all regulatory bodies; and

b) undertake, or cause to be undertaken, the engineering and construction work, in accordance with industry standards.

13.18 GOVERNING LAW

The Agreement and the right, obligations, and relations of the Parties will be governed by and construed in accordance with the laws of the Province of Ontario and the applicable federal laws of Canada. Any actions or proceedings arising in connection with the Agreement will be conducted in the courts of Ontario, which will have exclusive jurisdiction over such proceedings.

13.19 SUCCESSOR

The Agreement is binding upon the Parties and their respective administrators and successors.

13.20 RIGHTS AND REMEDIES CUMULATIVE

The rights and remedies of the Province under the Agreement are cumulative and are in addition to, and not in substitution for, any of its rights and remedies provided by law or in equity.

13.21 FURTHER ASSURANCES

The Recipient will provide such further assurances as the Province may request from time to time with respect to any matter to which the Agreement pertains, and will otherwise do or cause to be done all acts or things necessary to implement and carry into effect the terms and conditions of the Agreement to their full extent.

13.22 JOINT AND SEVERAL LIABILITY

Where the Recipient is comprised of more than one entity, all such entities will be jointly and severally liable to the Province for the fulfillment of the obligations of the Recipient under the Agreement.

14. SPECIAL CONDITIONS

a) The Province's contribution under the Agreement is conditional upon the Recipient:

i) on or before the Effective Date, having provided the Province with a copy of its by-law(s) and, if applicable, resolution(s), authorizing the Recipient to enter into the Agreement and confirming the Recipient's financial contribution to the Project;

ii) prior to submitting a claim for Eligible Costs and to the extent that the items included in the claim require an environmental assessment to have been completed and approvals secured thereunder prior to the Recipient being entitled to undertake works and to incur costs and expenses related to such items, having completed such environmental assessment and obtained such approvals;

iii) on or before the Effective Date, providing the Province with the necessary information to facilitate an electronic funds transfer to an interest bearing account in the name of the Recipient at a Canadian financial institution;

iv) on or before the Effective Date, having provided the Province with detailed design information, preliminary cost estimates and cash flows broken down by Fiscal Year in respect of all Project Components;

v) prior to submitting a claim for Eligible Costs for the acquisition of an interest in real property, having provided written notice to the Province and a certificate in the form attached as Schedule "F" (Form of Certificate of Title) that the Recipient has secured all necessary rights and interests in property for the items included in the claim; and

b) for greater certainty, if the Province provides any Funds to the Recipient prior to any of the conditions set out in paragraph 14 a) having been met, and has not otherwise waived compliance with such condition in writing, the Province may exercise one or more of the remedies available to it pursuant to section 8.4 (Consequences of Events of Default and Corrective Action).

15. INSURANCE AND PROOF OF INSURANCE

15.1 INSURANCE

The Recipient represents, warrants, and covenants that it has, and will maintain, at its own cost and expense, with insurers having a secure A.M. Best rating of B+ or greater, or the equivalent, all the necessary and appropriate insurance that a prudent person carrying out a project similar to the Project would maintain, including commercial general liability insurance on an occurrence basis for third party bodily injury, personal injury and property damage, to an inclusive limit of not less than $2,000,000.00 per occurrence. The insurance policy will include the following:

a) the Indemnified Parties as additional insured with respect to liability arising in the course of performance of the Recipient's obligations under, or otherwise in connection with, the Agreement;

b) a cross liability clause;

c) contractual liability coverage; and

d) a 30-day written notice of cancellation.

15.2 PROOF OF INSURANCE

The Recipient will:

a) provide to the Province, either:

i) certificates of insurance or other proof as may be requested by the Province that confirm the insurance coverage as provided for in section 15.1 (Insurance); or

ii) other proof that confirms the insurance coverage as provided for in section 15.1 (Insurance); and

b) upon the request of the Province, provide to the Province a copy of any insurance policy.

16. ACKNOWLEDGMENT

16.1 *RECIPIENT'S ACKNOWLEDGMENT*

The Recipient acknowledges that

a) by receiving Funds it may become subject to legislation applicable to organizations that receive funding from the Government of Ontario, including the *Broader Public Sector Accountability Act, 2010* (Ontario), the *Public Sector Salary Disclosure Act, 1996* (Ontario), and the *Auditor General Act* (Ontario);

b) Her Majesty the Queen in right of Ontario has issued expenses, perquisites, and procurement directives and guidelines pursuant to the *Broader Public Sector Accountability Act,* 2010 (Ontario);

c) the Funds are:

i) to assist the Recipient to carry out the Project and not to provide goods or services to the Province;

ii) funding for the purposes of the *Public Sector Salary Disclosure Act, 1996* (Ontario);

d) the Province's role in the Project is limited to making a financial contribution to the Project Implementation, and that the Province is not otherwise involved in or responsible for carrying the Project, nor is it a decision-maker or an advisor to the Project; and

e) the Province is bound by the *Freedom of Information and Protection of Privacy Act* (Ontario) and that any information provided to the Province in connection with the Project or otherwise in connection with the Agreement may be subject to disclosure in

accordance with that Act.

16.2 PROVINCE'S ACKNOWLEDGEMENT

The Province acknowledges that the Recipient is bound by the *Municipal Freedom of Information and Protection of Privacy Act* (Ontario) and that any information provided to the Province in connection with the Project or otherwise in connection with the Agreement may be subject to disclosure in accordance with that Act.

The Parties have executed and delivered the Agreement on the dates set out below.

HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO as represented by the Minister of Transportation for the Province of Ontario

by:

May 7 / 2018
Date

Kathryn McGarry
Name: Kathryn McGarry
Title: Minister of Transportation

Authorized Signing Officer

THE REGIONAL MUNICIPALITY OF WATERLOO

by:

May 2, 2018
Date

K Seiling
Name: Ken Seiling
Title: Regional Chair

I have authority to bind the Recipient.

May 2, 2018
Date

Lee Ann Wetzel
Name: ~~Kris Fletcher~~ Lee Ann Wetzel
Title: Deputy Regional Clerk

I have authority to bind the Recipient.

SCHEDULE "A"
ELIGIBLE COSTS AND INELIGIBLE COSTS

A.1 DEFINITION

For the purposes of this Schedule "A" (Eligible Costs and Ineligible Costs):

"Revenue Service" means the point in time when the Project is ready to accept paying customers.

A.2 ELIGIBLE COSTS

A.2.1 DATE OF EFFECT

Eligible Costs can begin to accrue effective as of June 1, 2016.

A.2.2 SCOPE OF ELIGIBLE COSTS

Eligible Costs are the direct capital costs which are, in the Province's opinion, properly and reasonably incurred and paid by the Recipient for the construction of the Project or that must be incurred and paid by the Recipient in order to bring the Project into Revenue Service. Eligible Costs include only the following:

a) subject to section A.2.3 (Conditions on Land and Interest in Land Acquisition), acquisition of land and any interest in land required for Project infrastructure that are listed in this section A.2.2 (Scope of Eligible Costs);

b) transit stops, stations and terminals;

c) fare collection equipment, IT systems and upgrading of any IT equipment or infrastructure needed for the implementation of the Project;

d) work related to structure demolition or construction;

e) safety and security equipment;

f) computer, electronic and communication devices directly related to, or required for, the Project;

g) major refurbishment of Recipient's existing assets required to bring the Project into Revenue Service;

h) standard grass landscaping at construction sites;

i) hoarding and signage at Project construction sites;

j) urban design enhancements, including bike lanes, up to 1.5% of the total costs of the Project as set out in Schedule "B" (Project Description), Table B.2 (Project Components and Fiscal Year Cost Breakdown);

k) utility relocations generated primarily as a result of the Project and not associated with any of the Recipient's other repair or utility replacement or expansion programs, or both;

l) the following soft costs, in a cumulative amount no greater than 15% of the Province's maximum financial contribution to the Project as set out in paragraph 3.1 a) of the Agreement:

   i) studies that are undertaken to meet Ontario's provincial regulatory requirements or prepared for the implementation of the Project, including but not limited to:

      a. environmental assessment (EA) studies to satisfy the requirements of the Ontario *Environmental Assessment Act* (Ontario) and the *Canadian Environmental Assessment Act, 2012* (Canada);

      b. technical studies (e.g., environmental, geotechnical and soils investigations, noise studies and architectural and heritage studies);

c. planning, design and engineering; and

d. any study deemed required by the Province for the Project;

ii) Project planning and management;

iii) professional fees of consultants (including, but not limited to design engineering and financial) in the Province's sole discretion;

iv) salaries and benefits of municipal staff, including contract positions, assigned or seconded to the Project on a full time basis;

v) commercial and other necessary insurance;

vi) Project operating expenses needed to bring the Project into Revenue Service including only the following:

a. testing;

b. safety inspection; and

c. specialized training costs (e.g., training on new equipment);

vii) remedial or mitigation measures identified by an environmental assessment or other study approved by the Province;

viii) cost of renting or leasing special purpose equipment;

ix) other costs deemed by the Province as capital expenditures necessary to bring the Project into Revenue Service;

x) communication costs related to the Project; and

xi) legal costs that are, in the Province's sole discretion, directly related to procurement initiatives and property acquisition for the Project; and

m) other costs that, in the Province's opinion, are considered to be necessary for the successful Project Implementation and have been approved in writing prior to being incurred.

A.2.3 ***CONDITIONS ON LAND AND INTEREST IN LAND ACQUISITION***

Land or interest in land acquired by the Recipient for the Project infrastructures listed below must meet the following conditions:

a) Parking
Acquisition of land and an interest in land for the provision of park-and-ride spaces at transit stations will be eligible for funding from the Province, subject to the following conditions:

i) the Recipient undertaking all necessary assessments to minimize the need for park-and-ride spaces at stations; and

ii) the Recipient assessing alternatives to park-and-ride, such as local feeder bus service.

b) Road Widenings Required for Fixed Guideway Infrastructure
Acquisition of land and an interest in land for road widenings will be eligible for provincial funding if road widenings on the side of the street are less than or equal in scale and size to the general purpose lanes.

c) Additional Conditions
The Province, in its sole discretion, may impose additional conditions related to the acquisition of land and an interest in land for any other Project infrastructure.

A.3 INELIGIBLE COSTS

a) Unless a cost is considered an Eligible Cost pursuant to Article A.2 (Eligible Costs), such cost will be considered an Ineligible Cost. Without limitations, Ineligible Costs include the indirect costs listed in section A.3.1 (Indirect Costs) and the costs that are over and above the Project scope and are listed in section A.3.2 (Costs Over and Above Project Scope).

b) The costs incurred before June 1, 2016 are Ineligible Costs.

A.3.1 INDIRECT COSTS

The costs that are not directly related to bringing the Project into Revenue Service are Ineligible Costs. Without limitations, the following indirect costs are Ineligible Costs:

a) costs of developing the business case for the purposes of applying for provincial funding for the Project;

b) costs related to Project evaluation and audit, unless otherwise approved by the Province in writing;

c) costs related to office space in a facility, including a maintenance and storage facility, that is not specifically required to operate the facility;

d) costs associated with obtaining necessary approvals, licenses or permits where the Recipient is the entity providing the approval, license or permit;

e) costs associated with general planning studies, including the Recipient's Official Plan and Transportation Master Plan;

f) subject to paragraph A.2.2 l) iv), salaries and other employment benefits of any employees, overhead costs as well as other direct or indirect operating or administrative costs of the Recipient, and more specifically these costs as related to planning, engineering, architecture, supervision, management and other services provided by the Recipient's permanent staff and funded under the Recipient's operating budget;

g) costs of any activities that are part of the regular operation and maintenance of municipal transit assets, including operation and maintenance costs related to the Project;

h) carrying costs incurred on the funding share of any funding partner other than the Province;

i) costs associated with municipal staff and consultant travel and accommodation;

j) litigation costs incurred by the Recipient including, without limitation, those incurred by the Recipient in proceedings against the Province or the Recipient;

k) subject to paragraph A.2.2 l) xi), legal costs incurred by the Recipient;

l) Recipient's upgrades not expressly approved by the Province;

m) refundable portion of the Harmonized Sales Tax (HST) or other taxes and fees; and

n) other costs which are not specifically listed as Eligible Costs under this Schedule "A" (Eligible Costs and Ineligible Costs) and which, in the Province's opinion, are considered to be ineligible.

A.3.2 COSTS OVER AND ABOVE PROJECT SCOPE

The Province will not fund expenditures related to activities undertaken as part of the Project, but which are over and above the scope of the Project. These costs include, but are not limited to:

a) upgrading of municipal services and utilities that are over and above relocation or basic replacement needs;

b) upgrades to materials beyond pre-existing municipal standard;

c) urban design enhancements over and above a maximum allowance of 1.5% of the total costs of the Project as set out in Schedule "B" (Project Description), Table B.2 (Project Components and Fiscal Year Cost Breakdown) and Table B.3 (General Eligible Cost Payment Annual Estimates); and

d) expansion or upgrades to existing computer and communication systems that may be undertaken as part of, or simultaneous to, the implementation of the Project.

SCHEDULE B
PROJECT DESCRIPTION

TABLE B.1 PROJECT DESCRIPTION/SCOPE

Project Component #	Project Sub-component #	Sub-component Title	Sub-component Description
1.0 Program Management (Recipient)	**1.1**	Project Management Office	The King Victoria Transit Hub project is being managed by the Recipient staff from areas including the Facilities & Fleet Management and the Economic Development Department concurrently with their day to day responsibilities. Additional support is provided by external advisors, and internal regional staff from Grand River Transit (**"GRT"**), Legal, Finance, and Purchasing. Deliverables to date: • Release of Request for Qualification (**"RFQ"**) on April 27, 2017 • RFQ bid closing date on June 30, 2017 • One (1) submission received by consortium King Victoria Transit Hub Partners Inc. (**"KVTH Partners"**) • Memorandum of Understanding (**"MOU"**) completed with proponent December 8, 2017 • Release of RFP March 29, 2018 Anticipated Deliverables: • RFP close August 31, 2018 • RFP approval November / December 2018 • Commencement of construction (subject to bid), Spring/Summer of 2019 • Substantial Completion of the public sector components not later than December 31, 2021
	1.2	Property	Between 2008 and 2014, the Recipient assembled approximately 1.6 hectares (4 acres) of land located near the intersection of King and Victoria Streets in Kitchener, to develop a multi-modal transportation hub. Located in downtown Kitchener, the lands are bounded by the Metrolinx rail line to the North, Duke Street to the East, Victoria Street to the South and King Street to the West. The Recipient undertook a preliminary site design exercise to validate potential site configurations that would facilitate the movement of transit passengers across the site and effectively allow access by foot, bicycle, transit and automobile. The preliminary development concepts contemplated a development of approximately 820,000 - 990,000 square feet gross floor area (**"GFA"**) and comprise a mix of uses including residential, retail and office.

2.0 Background Study	**2.1**	Preliminary assessment of development potential, site planning and design work	The Recipient has assessed the potential development opportunity of the Project and identified strategies to integrate transit uses and active transportation at the site, including the future ION LRT service (currently under construction), a relocated GO / VIA Rail station, intercity bus services and the GRT bus system. The work completed to date focused on: 1. **Validating the potential real estate development opportunity**, including the types of uses and amount of floor area that could be supported at the site based on site characteristics and current market conditions. This analysis was undertaken in a two-stage study completed by Cushman & Wakefield: a. The first stage, documented in a 2012 report, included a high level analysis of regional market characteristics and trends for residential, retail, office and hotel uses, and how these might affect the mix of uses that could be supported at the site; and b. The second stage, documented in a 2013 report, included a market demand forecast, an analysis of development options based on two concept plans prepared by IBI Group, financial analysis and indicative estimates of land value for each option, and an assessment of potential land monetization options. 2. **Urban design and land use planning** matters were addressed in an Urban Design Brief and a Planning Report prepared by GSP Group, dated August 2012. These reports supported the Official Plan and zoning by-law amendments adopted by the City of Kitchener Planning and Strategic Initiatives Committee in February 2013, and adopted by Regional Council in April 2013. The amendments permit and encourage mixed uses on site and within buildings. 3. **Preliminary site planning and massing** was undertaken by IBI Group and documented in a Preliminary Design and Station Area Access Plan dated April 2013 (the **"IBI Report"**). This study examined the physical site context, including pedestrian, cyclist, transit user and vehicle access, which informed a preliminary site design for the Project. Building on the objectives of the urban design brief and zoning by-law requirements, the IBI Report included conceptual drawings and recommended strategies to accommodate transit-related uses on-site and to enhance the movement of transit passengers in a seamless manner. 4. **A Preliminary Design Package** dated May 2016 was prepared by Infrastructure Ontario (**"IO"**) to outline the key components and benefits of the Project. 5. **Recommendations for a preferred transaction structure for the Project** were prepared by IO and Deloitte and endorsed by Council in a report dated February 23, 2016. In addition to the reports referenced above, the Recipient has also completed other due diligence activities and a Class B Environmental Assessment (EA) that was prepared to satisfy the *Environmental Assessment Act* (Ontario) requirements arising from the public infrastructure components of the Project.

3.0 Preliminary Site Design - Transit Related Components of the Hub – Recipient Scope	**3.1**	On-site Components – Transit Hall	Scope The Transit Hall is a two-level indoor space that provides a comfortable, bright, safe and active location for passenger circulation and transfers between transportation modes. The hall includes: information kiosks, ticket vending kiosks, ticket booths and waiting areas. It is envisioned as a main "central station" type of hall, with public art, embedded art and programmable spaces.
	3.2	On-site Components – Public Square and Transit Plaza (Plazas)	Scope Public Square and Transit Plaza ("Plazas") are public spaces which will provide grand entrances to the Transit Hall, focal points for pedestrian circulation, as well as gathering and rendezvous spaces for formal and informal street-level activity. The Transit Plaza shall be provided at the north end of King Street and will provide a barrier free pedestrian access to the Transit Hub from the Northbound ION LRT platform. The Public Square is to be located at the main entry of the KVTH, at the corner of King Street and Victoria Street.
	3.3	On-site Components – Victoria Street Bus Loop and Bus Bays	Scope The Victoria Street Bus Loop and Bus Bays (Bus Loop) are planned to be located on the Victoria Street/Transit Hall level, beneath the Passenger Pick Up and Drop Off (**"PPUDO"**). It is to provide convenient inter-city bus connection for transit passengers. Three platform shelters are planned at the bus loop. These shelters are expected to include on-demand heating, Passenger Information Displays (**"PIDs"**) and emergency communication panels that connect to Transit Security. The bus loop will be designed to accommodate platforms for double decker buses, Grand River Transit's Mobility Plus buses and layover space.
	3.4	On-site Components – Passenger Pick-up and Drop-off (PPUDO)	Scope PPUDO is proposed to be located at or near the GO platform level, providing for immediate access to arriving and departing trains.

	3.5	On-site Components – Additional Components – Go Parking Spaces	Additional Components In addition to the on-site components described above, the components noted below will require future discussions in order to define applicable requirements: (i) Vehicle Parking - An estimated 100 dedicated transit customer parking spaces are required. The Recipient's objective is to have a limited park and ride option at this location on a pay-basis. If the developer does not construct structured (above ground) parking, the Recipient will consider off-site parking locations close to the site. (ii) Bicycle Parking - The developer is required to provide secured spaces within the transit hub, as well as covered outdoor spaces for public use. (iii) Potential Additional Requirement - A vertical connection (e.g. stairs and elevators) between the Victoria Street Bus Loop and the PPUDO may be considered an additional component for the Project, which will also require future discussions to define applicable requirements.
	3.6	Off-site Components – Multi-use Trail and Pedestrian Bridge over King Street	Scope The multi-use path will be built by the developer from Duke Street. though the site to the west, and include a new pedestrian bridge over King Street. The pedestrian bridge is to be built at such a height to clear the existing overhead contact system of the ION LRT. The path and bridge will provide a connection between the KVTH, off-site parking, the Bramm Street redevelopment lands, as well as the Waterloo Spur Line trail and the Iron Horse Trail (owned by the City of Kitchener). A portion of the multi-use trail is an on-site component of the project. The trail is separate from but adjacent to the GO/Via Rail platform. Direct access to the GO platform is planned at the South Entrance Access Feature on the west end of the platform. Design consideration has been given to preventing the platform from being used as a trail, which is prohibited by GO.
4.0 Preliminary Site Design - Transit Related Components of the Hub – Metrolinx Scope	**4.1**	Off-site Components –Pedestrian Underpass / overpass	Scope Waterloo Street Pedestrian Underpass (**"Pedestrian Underpass"**) – a tunnel connecting the north and south rail platforms, and neighbourhoods north of the facility, under the rail line in proximity to Waterloo Street, at grade relative to the Transit Hall and Bus Bays/Loop. A pedestrian overpass could be constructed as an alternative, depending on the final submission during the request for proposal process.

	4.2	Off-site Components – GO Platform, Canopy and South Entrance Access Feature	Scope GO Platform and Canopy (**"GO Platform"**) – the new GO train stop at the KVTH, which will replace the present stop at 126 Weber Street west (580 metres away from the new stop). Scope South Entrance Access Feature – a fully accessible connection from the southbound ION platform to GO and Via Rail, parking and the KVTH.

TABLE B.2 PROJECT COMPONENTS AND FISCAL YEAR COST BREAKDOWN

Project Sub-component	Estimated Total Costs $M (to be updated following RFP close)	Estimated Eligible Costs $M
1.0 Program Management (Recipient)		
1.1 Project Management Office	2.2	2.2
1.2 Property	0.1	0.1
1.0 Sub-total (Recipient Scope)	2.3	2.3
2.0 Background Study		
2.1 Preliminary assessment of development potential, site planning and design work	3.0	3.0
2.0 Sub-total (Recipient Scope)	3.0	3.0
3.0 Preliminary Site Design - Transit Related Components of the Hub – Recipient Scope		
3.1 On-site Components – Transit Hall	8.8	8.8
3.2 On-site Components – Public Square and Transit Plaza (Plazas)	3.6	3.6
3.3 On-site Components – Victoria Street Bus Loop and Bus Bays	3.1	3.1
3.4 On-site Components – Passenger Pick-up and Drop-off ("PPUDO")	5.0	5.0
3.5 On-site Components – Additional Components - Go Parking spaces	5.8	5.8
3.6 On-site Components – Multi-use Trail Bridge over King Street	1.4	1.4
3.0 Sub-Total (Recipient Scope)	27.7	27.7
4.0 Preliminary Site Design - Transit Related Components of the Hub – Metrolinx Scope (Metrolinx is reviewing the requirements of their off-site components and may increase their scope as required, at Metrolinx cost)		
4.1 Off-site Components – Pedestrian Underpass/Overpass	6.3	6.3
4.2 Off-site Components – GO Platform, Canopy and South Entrance Access Feature	3.7	3.7
4.0 Sub-total (Metrolinx Scope)	10	10
TOTAL	**43**	**43**

TABLE B.3 GENERAL ELIGIBLE COST PAYMENT ANNUAL ESTIMATES

Project Components and Sub-Components	Total Cost $M	Estimated Eligible Costs $M	Payment by Ministry $M	Timing of When Expenses Occurred							*Comments/notes
				2016-17	2017-18	2018-19	2019-20	2020-21	2021-2022	2022-2023	
1.0 Program Management (Recipient)											
1.1 Project Management Office	2.20	2.20	2.20	0.14	0.80	1.26	0.00	0.00	0.00	0.00	
1.2 Property	0.10	0.10	0.10	0.00	0.00	0.00	0.10	0.00	0.00	0.00	Previously spent costs are not being applied to the MTO funding.
2.0 Background Study											
2.1 Preliminary assessment of development potential, site, planning and design work	3.00	3.00	3.00	0.12	1.20	1.68	0.00	0.00	0.00	0.00	
3.0 Preliminary Site Design- Transit Related Components - Region of Waterloo Scope											
3.1 On-site Components – Transit Hall	8.80	8.80	8.80	0.00	0.00	0.00	1.76	4.40	2.64	0.00	Assuming 20% in 19/20, 50% in 20/21 and 30% in 21/22. Update after RFP close.
3.2 On-site Components – Public Square and Transit Plaza (Plazas)	3.60	3.60	3.60	0.00	0.00	0.00	0.72	1.80	1.08	0.00	Assuming 20% in 19/20, 50% in 20/21 and 30% in 21/22. Update after RFP close.
3.3 On-site Components – Victoria Street Bus Loop and Bus Bays	3.10	3.10	3.10	0.00	0.00	0.00	0.62	1.55	0.93	0.00	Assuming 20% in 19/20, 50% in 20/21 and 30% in 21/22. Update after RFP close.
3.4 On-site Components – Passenger Pick-up and Drop-off ("PPUDO")	5.00	5.00	5.00	0.00	0.00	0.00	1.00	2.50	1.50	0.00	Assuming 20% in 19/20, 50% in 20/21 and 30% in 21/22. Update after RFP close.
3.5 On-site Components – Additional Components - Go Parking Spaces	5.80	5.80	5.80	0.00	0.00	0.00	1.16	2.90	1.74	0.00	Assuming 20% in 19/20, 50% in 20/21 and 30% in 21/22. Update after RFP close.
3.6 Off-site Components – Multi-use Trail Bridge over King Street	1.40	1.40	1.40	0.00	0.00	0.00	0.28	0.70	0.42	0.00	Assuming 20% in 19/20, 50% in 20/21 and 30% in 21/22. Update after RFP close.
Sub-Total of Region of Waterloo Costs	33.00	33.00	33.00	0.26	2.00	2.94	5.64	13.85	8.31	0.00	
4.0 Preliminary Site Design- Transit Related Components - Metrolinx Scope											
4.1 Off-site Components –Pedestrian Underpass/Overpass	6.30	6.30	6.30	0.00	0.00	0.00	1.26	3.15	1.89	0.00	Assuming 20% in 19/20, 50% in 20/21 and 30% in 21/22. Update after RFP close.
4.2 Off-site Components – GO Platform, Canopy and South Entrance Access Feature	3.70	3.70	3.70	0.00	0.00	0.00	0.74	1.85	1.11	0.00	Assuming 20% in 19/20, 50% in 20/21 and 30% in 21/22. Update after RFP close.
Sub-Total of Metrolinx Costs	10.00	10.00	10.00								Metrolinx is reviewing the requirements of their off-site components and may increase their scope as required (at Metrolinx cost)
TOTAL	43.00	43.00	43.00	0.26	2.00	2.94	7.64	18.85	11.31	0.00	

SCHEDULE "C"
REPORTING, AUDIT AND EVALUATION

C.1 DEFINITIONS

For the purposes of this Schedule "C" (Reporting, Audit and Evaluation):

"Generally Accepted Auditing Standards" means Canadian Generally Accepted Auditing Standards as adopted by the Canadian Institute of Chartered Accountants applicable as of the date on which such record is kept or required to be kept in accordance with such standards.

"Post Project Evaluation Guide" means the guide the Province provides to the Recipient to assist the Recipient in completing the post Project evaluation.

C.2 REPORTING

C.2.1 QUARTERLY PROJECT STATUS REPORT

The Recipient will submit quarterly Project status reports, in a format approved by the Province, to the Province including the following information:

a) status of Project Implementation, spending as of the date of the report and specific breakdown of costs for the most recent quarter by Project Component;

b) any issues or areas of concern, potential financial impact and proposed mitigating strategies;

c) estimated percentage of Project completion;

d) forecast and actual construction start and end dates;

e) all other information respecting the progress of the Project that may be requested by the Province or of which the Recipient becomes aware that may affect the Project's timely completion; and

f) updated financial forecasts for Tables B.2 (Project Components and Fiscal Year Cost Breakdown) and B.3 (General Eligible Cost Payment Annual Estimates), and explanation of variances.

C.2.2 ANNUAL PROGRESS REPORT

An annual progress report for the previous Fiscal Year must be submitted by the Recipient to the Province by June 30th of each year. The introduction to the report must provide a general description of the Project focusing on major achievements to date. In the event that the Agreement is executed by the Province between January 1st and June 30th, the annual progress report must be submitted to the Province by June 30th in the following Funding Year, that is, not in the Funding Year of execution of the Agreement. The annual progress report will include the following:

a) summary information on the Project progress;

b) an overview about the status of both expected and unanticipated significant environmental issues related to the Project and the proposed mitigation strategies to deal with these concerns;

d) any areas of concern or risk factors and proposed mitigation strategies affecting the timelines or the budget of the Project;

e) any issues or risk factors that may affect the completion of the Project as per original plans, subsequent plans the Recipient has developed/implemented to mitigate such issues or risk factors, and, if addressed, how such issues and risk factors were addressed;

f) highlights of communication activities of the Project for the Fiscal Year; and

g) if required pursuant to section E.3.1 (Requirements for Aboriginal Consultation Record), an Aboriginal Consultation Record and any update to it.

C.2.3 FINAL REPORT

Within 6 months of the Substantial Completion Date or such longer period as the Province may specify in writing, the Recipient will submit a final report for the Project to the Province and the Recipient will follow such administrative procedures as are specified from time to time by the Province. The final report will be in a form satisfactory to the Province and will include:

a) a detailed description of the Project as completed, including photographs;

b) particulars of how the communications requirements have been implemented or applied;

c) a final audited financial statement showing Project expenditures, Eligible Costs incurred and revenue certified by the chief financial officer of the Recipient;

d) an invoice summary, as prescribed by the Province;

e) details of any variance from the Project, including Schedule "B" (Project Description);

f) details of how the objectives of the Province of Ontario, as set out below, have been met:

   i) solving inter-regional and region-wide congestion and growth pressures;

   ii) positioning inter-regional transit as an attractive and financially viable alternative to automobile use;

   iii) achieving a significant automobile-to-transit modal shift in key commuter transportation markets, to achieve tangible regional environmental, economic and quality of life benefits;

   iv) encouraging balanced, integrated planning and investment decision-making between highway and transit modes; and

   v) integrating transportation infrastructure planning with land use development strategies have been met;

g) if required pursuant to section E.3.1 (Requirements for Aboriginal Consultation Record), an Aboriginal Consultation Record, as defined in section E.1.1 (Definitions), and any update to it; and

h) any other information respecting the Project as may be requested by the Province.

C.3 AUDIT

The Recipient is responsible for requesting and managing the undertaking of all audits of the Project and delivering corresponding audit reports in the timeframe set out in the Agreement. Unless otherwise specifically set out in the Agreement, all audits will be carried out at the Recipient's expense by accredited and external independent auditors in accordance with Generally Accepted Auditing Standards.

C.3.1 FINANCIAL AUDIT(S)

a) Financial audits must be conducted by independent external auditors in accordance with Generally Accepted Auditing Standards.

b) Strict financial audit criteria will be used to provide an opinion on the financial statements related to the Agreement.

c) The key objective of the annual financial audit is to determine whether financial transactions support the amounts and disclosures in the financial statements.

C.3.2 COMPLIANCE AUDIT(S)

Compliance audits must be conducted by external auditors in accordance with Generally Accepted Auditing Standards.

The key objectives of the compliance audit(s) are to:

a) determine whether Funds were expended for the purposes intended and with due regard to economy, efficiency and effectiveness;

b) determine compliance with the Agreement;

c) ensure that Project and financial information is complete, accurate and timely, in accordance with the terms and conditions of the Agreement;

d) ensure that information and monitoring processes and systems are sufficient for the identification, capture, validation and monitoring of achievement of intended benefits;

e) assess the overall management and administration of the Project;

f) provide recommendations for improvement or redress; and

g) ensure that prompt and timely corrective action is taken on audit findings.

C3.3 AUDIT PLAN

The Recipient is responsible for establishing, overseeing, managing and implementing a Project audit plan, including any required corrective actions. The Recipient will use a risk-based assessment approach.

The Recipient will complete and submit, to the Province's satisfaction, a Project audit plan within 3 months of the execution of the Agreement.

The audit plan must specify:

a) the audit objectives to be achieved for the audits in question, including both the financial audits and compliance audits;

b) the audit methodology;

c) the costs and resources to be allocated for the audit plan;

d) clear understanding with respect to access to working papers by the Province and the Recipient; and

e) the time frames for audits and public access to audit reports.

The audit plan may be assessed regularly and changed accordingly as the risk management process is revisited on a periodic basis.

C.3.4 AUDIT DELIVERABLES AND TIMELINES

There will be an annual financial audit of the Project, as part of the annual progress report and 2 Project compliance audits. The first compliance audit must occur midway into the Project. The final compliance audit will occur by the Project Completion Date.

The Recipient will report to the Committee on the Project as follows:

a) submit Project audit reports within 7 days of receipt from the Recipient's independent external auditor;

b) submit, within 30 days of receipt and for each audit, a report on follow-up actions taken or to be taken, or both, to address the recommendations and results of the audit; and

c) submit by June 30th of each Fiscal Year, the annual progress report for the previous Fiscal Year.

The Project compliance audit frequency may, at the Province's sole discretion, be altered by the Province.

C.4 EVALUATION

C.4.1 COMPLETION OF POST PROJECT EVALUATION

a) The Parties agree, as required pursuant to section 9.9 (Evaluation) and unless otherwise agreed upon by the Province in writing and in its sole discretion, to conduct a post Project evaluation.

b) The purpose of the post Project evaluation is to assist the Province in assessing the process of Project Implementation to inform future delivery of municipal infrastructure programs for which provincial transfer payments are provided.

c) The post Project evaluation, as further described in the Post Project Evaluation Guide, involves two stages: 1) the development of a post Project evaluation plan led by the Recipient, with the support of the Province; and 2) the completion of a post Project evaluation report led jointly by the Province and Recipient.

d) The Recipient further agrees to contribute to the post Project evaluation in the development and completion of the post Project evaluation report as required pursuant to section C.4.3 (Costs).

e) The post Project evaluation report is in addition to final report pursuant to section C.2.3 (Final Report).

f) The Recipient acknowledges and agrees that any post Project evaluation report will be a public document.

C.4.2 POST PROJECT EVALUATION PLAN AND TIMELINES

a) The Recipient will provide the Province with a post Project evaluation plan, including the items set out below in paragraph C.4.2 b) and as further described in the Post Project Evaluation Guide, within 6 months of the Effective Date.

b) The Recipient agrees that the post Project evaluation plan will include:

i) types of data to support the evaluation and how such data will be collected, may include:

a. baseline information at the start of the Project;
b. Project cost by Project Component;
c. Project financing by Project Component;
d. economic cost benefit analysis;
e. financial cost benefit analysis;
f. achievement of objectives and outputs and transportation outcomes;
g. Project sustainability; and
h. other social, economic and environmental impacts;

ii) information to be collected during the implementation of the Project, including: financial, procurement, project management, construction, and initial operational information, along with the timelines associated with data collection;

iii) key performance indicators to be used;

iv) any other information the Province may require; and

v) lessons learned.

c) The Recipient will provide the Province, at the Province's request, with copies of the documentation, including the original business case and details of all economic and financial projections, in support of the data and information required pursuant to the post Project evaluation plan described in paragraph C.4.2 b).

C.4.3 COSTS

Despite any other provisions of the Agreement, each Party will be responsible for its own costs in relation to the post Project evaluation.

SCHEDULE "D"
COMMUNICATIONS PROTOCOL

D.1 PURPOSE

This Schedule D (Communications Protocol) describes the Recipient's responsibilities and financial obligations involved in communications activities and products for the Project to recognize the contributions of the Government of Ontario and the Recipient.

D.2 GENERAL PRINCIPLES

a) The Recipient agrees to undertake joint communications activities and collaborate on products to ensure open, effective, and proactive communications, ensuring equal recognition and prominence of the Province's financial contribution to the Project with the Recipient.

b) The financial contribution of the Province will receive equal recognition and prominence when logos, symbols, flags, and other types of identification are incorporated into events, signs, and plaques unless the Province specifies otherwise.

c) All announcements and ceremonies will be organized jointly with equal participation from the Recipient and the Province.

d) All communications through electronic media such as web sites or management information systems are subject to the terms and conditions of this Schedule "D" (Communications Protocol).

e) All events and signage will follow the communications protocols set out in this Schedule "D" (Communications Protocol) and any other requirements that may be specified by the Province from time to time.

f) All communications referencing the Government of Ontario or making use of the Government of Ontario logo, or both, must be submitted a minimum of 15 Business Days in advance and approved by the Province prior to release.

D.3 PROJECT COMMUNICATIONS

D.3.1 GENERAL

All written communications concerning the Project will be prepared in a manner that supports the communications objectives and branding of each Party to the Agreement.

D.3.2 CONTRACTS

All public information material related to calls for tendering and the like made by the Recipient for the Project will clearly indicate that the Project is partially funded by the Government of Ontario.

D.3.3 PROJECT PROMOTION

a) The Recipient is responsible for the promotion of the Project and its activities and objectives within their jurisdiction. The Recipient will provide, as appropriate, Project communications such as: a Project web site, print, audiovisual and other communications about the Project as it proceeds. The Recipient will inform the Province of any such promotional communication a minimum of 15 Business Days before it takes place. The Recipient will also ensure appropriate recognition of the Province's contribution in annual reports, speeches or other opportunities, as appropriate.

b) The Recipient is solely responsible for operational communications including calls for tender, construction, design, property, emergency and public safety notices.

c) The Recipient will share information promptly with the Province on significant emerging media and stakeholder issues relating to the Project. The Province will advise the Recipient, where appropriate, about media inquiries received concerning the Project.

d) The Recipient and the Province reserve the right to refer to the funding provided in their own separate, and non-Project specific communications. Each commits to acknowledging the other's involvement in the Project.

e) The Recipient will provide, whenever possible, professional quality audio-visual material about the Project to the Province to support wider communications about the provincial funding.

D.4 COMMUNICATING WITH THE PUBLIC

D.4.1 GENERAL

a) The Recipient will notify and consult with the Province, a minimum of 15 Business Days in advance, about all proposed news releases, social, digital and new media communications activities, or public announcements relating to the Project. This is to provide the Province with sufficient notice of key Project communications, and, where appropriate, the time to determine a course of action, line up principals and prepare joint material, if necessary. Notwithstanding the advance notice requirement, consent will not be unreasonably withheld by the Province or the Recipient if a news release or public announcement must be issued in less than 15 Business Days as the result of unforeseeable circumstances, including matters of public safety or where an emergency response is required.

b) The Recipient will advise the Province regularly of upcoming public events or community relations activities relating to the Project as per the initial communications plan specified in paragraph D.4.1 c). The Recipient commits to acknowledging the Province's involvement.

c) The Recipient will submit to the Province, within 180 days of the Effective Date, a communications plan showing how the Recipient intends to manage communications for the Project and provide the Province with equal visibility on communication products for the Project. This plan should also forecast: major milestones for joint communications, Project communications activities (e.g., tender notices, plans to provide contributor visibility after Project completion), and estimated expenditures for key communications activities and issue management. The Recipient will update the plan by March 31 in each Funding Year.

d) The Province may monitor the Recipient's performance with respect to the communications provisions of the Agreement and order appropriate remedies, as it sees fit, where insufficiencies are found.

e) In the event of an election call that affects a riding that the Project is located in, whether provincial or municipal, no public announcements will be permitted. For clarification, this does not include announcements and communications made under paragraph D.3.3 b).

D.4.2 SIGNING OF THE AGREEMENT

The Recipient and the Province may issue a joint news release when the Agreement is signed. The Recipient and the Province agree to hold, where appropriate, an official ceremony on this occasion.

D.4.3 PUBLIC INFORMATION KITS

The Recipient and the Province may develop joint information kits, brochures, public reports, social and digital, new media products, and web site material to inform the public about the Project. Such material will be prepared in a manner consistent with this Schedule "D" (Communications Protocol) and any core messages developed by the Recipient or the Province. The choice of colour will be neutral in nature and not identified with any political party.

D.4.4 NEWS RELEASES

The Recipient and the Province will issue joint news releases at any time in the life of the Project. In all such news releases, the Recipient and the Province will receive equal prominence and all will mutually agree on the use of quotes from the designated representatives of the Province or the Recipient, or both, in the news releases.

D.4.5 NEWS CONFERENCES, PUBLIC ANNOUNCEMENTS, OFFICIAL EVENTS OR CEREMONIES

a) The Recipient and the Province agree to hold news conferences at the request of the other. The designated representative of each of the Recipient and the Province will be provided the opportunity to participate in such news conferences.

b) No public announcement relating to the Project, with the exception of those notices described in paragraph D.3.3 b), will be made by the Recipient without the prior consent of the Province.

c) The Recipient and the Province will cooperate in the organization of announcements or ceremonies. Messages and public statements for such events should be mutually agreed upon. The Province may recommend special events and ceremonies be held where and when appropriate.

D.4.6 SIGNAGE

a) Within mutually agreed upon timelines after the signing of the Agreement, the Recipient agrees to produce and erect temporary signage acknowledging the Province's contribution to the Project. The signage will be produced in accordance with the design requirements to be provided by the Province and will be at least equivalent in size and prominence to the Recipient's Project signage. The signage will remain in place until 120 days after construction is completed.

b) The Recipient will provide and install, upon completion of the Project, where feasible, a plaque, permanent sign or other suitable identifier bearing an appropriate inscription. The design, wording and specifications of such permanent signs will respect the general provisions of the Agreement and must be approved by the Province.

c) Except for signage acknowledging the Project funding, traffic control, safety devices, contractor signage, retail signage or normal construction related signage, no additional signage concerning the Project will be erected at the Project site by the Recipient.

D.4.7 ADVERTISING

Recognizing that advertising can be an effective means of communicating with the public, the Recipient and the Province may, at their own cost, organize an advertising campaign related to the Project. However, such a campaign must respect the provisions of the Agreement. In the event of such a campaign, the Agreement signatory sponsoring the campaign agrees to inform the other signatory of its intention as soon as possible, as early notice is essential for any required review process. Notice must be provided a minimum of 90 days before launch.

D.5 COST ALLOCATION

With the exception of advertising campaigns outlined in section D.4.7 (Advertising), the costs of communication activities and signage will follow the eligibility rules established in Schedule "A" (Eligible Costs and Ineligible Costs).

D.6 MONITORING AND COMPLIANCE

The Province will monitor the Recipient's compliance with this Schedule "D" (Communications Protocol), and may, at its discretion, advise the Recipient of issues and required adjustments.

SCHEDULE "E"
ABORIGINAL CONSULTATION PROTOCOL

E.1 DEFINITIONS

E.1.1 DEFINITIONS

For the purposes of this Schedule "E" (Aboriginal Consultation Protocol):

"Aboriginal Community" includes First Nation, Métis and Inuit communities or peoples of Canada.

"Aboriginal Consultation Plan" means the Aboriginal Consultation Plan described in section E.2.1 (Development of Plan).

"Aboriginal Consultation Record" means a document that records and describes, as the Province may require, the consultation activities carried out during the Project and the results of that consultation.

E.2 ABORIGINAL CONSULTATION PLAN

E.2.1 DEVELOPMENT OF PLAN

The Province, based on the scope and nature of the Project, may require the Recipient to, in consultation with the Province, develop and comply with an Aboriginal consultation plan (**"Aboriginal Consultation Plan"**).

E.2.2 PROCEDURAL ASPECTS OF CONSULTATION

If consultation with Aboriginal Communities is required, the Province may:

a) delegate certain procedural aspects of the consultation to the Recipient; and

b) provide the Recipient with an initial list of the communities the Recipient may consult.

E.2.3 PROVISION OF PLAN TO PROVINCE

If, pursuant to section E.2.1 (Development of Plan), the Province provides Notice to the Recipient that an Aboriginal Consultation Plan is required, the Recipient will, within the timelines provided in the Notice, provide the Province with a copy of the Aboriginal Consultation Plan.

E.2.4 CHANGES TO PLAN

The Province, in the Province's sole discretion and from time to time, may require the Recipient to make changes to the Aboriginal Consultation Plan.

E.3 ABORIGINAL CONSULTATION RECORD

E.3.1 REQUIREMENTS FOR ABORIGINAL CONSULTATION RECORD

If consultation with Aboriginal Communities is required, the Recipient will maintain an Aboriginal Consultation Record and provide such record to the Province, and any update to it, as part of its reporting to the Province pursuant to paragraphs C.2.2 g) and C.2.3 g).

E.4 RESPONSIBILITIES OF THE RECIPIENT

E.4.1 NOTIFICATION TO AND DIRECTION FROM THE PROVINCE

The Recipient will immediately notify the Province:

a) of contact by any Aboriginal Communities regarding the Project; or

b) if any Aboriginal archaeological resources are discovered in the course of the Project, and

in either case, the Province may direct the Recipient to take such actions as the Province may require. The Recipient will comply with the Province's direction.

E.4.2 DIRECTION FROM THE PROVINCE AND CONTRACTS

The Recipient will provide in any Contract and Partner Agreement for the Recipient's right and ability to respond to direction from the Province as the Province may provide in accordance with section E.4.1 (Notification to and Direction from the Province).

SCHEDULE "F"
FORM OF CERTIFICATE OF TITLE

Ministry of Transportation File No.: _____

SOLICITOR'S CERTIFICATE OF TITLE

RE: [Insert Name of Recipient as on Page 1 of the Agreement] (the "**Recipient**") financial assistance for improvements to the Property (as defined below)

AND RE: Recipient's Title to the King Victoria Transit Hub Lands as Identified in the Description Matrix and Schematics Attached to this Solicitor's Certificate of Title as Appendix F.1 (LRT Project Lands) (the "**Property**")

TO: Ministry of Transportation (the "**Province**")

This is to certify to the Province in connection with the Recipient receiving financial assistance for improvements to the Property that, as of the date of this certificate:

1. The Recipient,

   a) is the registered owner in fee simple with good and marketable title to those parts of the Property registered in its name;

   b) has had the fee simple interest in those parts of the Property expropriated by the Recipient vested in the Recipient pursuant to section 9 of the *Expropriations Act* (Ontario), such parts of the Property being subject to the provisions of the *Expropriations Act* (Ontario);

   c) in respect of those parts of the Property which are held by way of an easement, license, crossing agreement or encroachment has acquired such easement, license, crossing agreement or encroachment interest in such parts of the Property by a good and valid agreement in that regard, as described in the attachments to this certificate; and

   d) in respect of those parts of the Property which are held by way of a lease, has acquired a valid and subsisting leasehold interest in such parts of the Property, as described in the attachments to this certificate.

2. Subject to the obligations of the Recipient under the *Expropriations Act* (Ontario) and under the agreements referred to in paragraphs 1(c) and 1(d) above, there are no mortgages, liens, easements, agreements or any other restrictions or encumbrances that prevent the construction, occupation and use of the improvements to the Property.

3. There are no outstanding arrears of property taxes, local improvement charges or any special assessments or rates against the Property.

4. I am a member in good standing of the Law Society of Upper Canada.

DATED at , this day of , 20 .

_____
Name of solicitor:

Firm:

Mailing Address:

SCHEDULE "G"
CLAIM AND PAYMENT PROCEDURES

G.1 CLAIM PROCEDURES

The Recipient agrees that the procedures set out in Article G.3 (Claim Procedures for Eligible Costs) will apply to claims the Recipient submits to the Province pursuant to the Agreement.

G.2 PAYMENTS

Subject to annual appropriations, the Province will use its reasonable efforts to make a payment to the Recipient, if due and owing under the terms of the Agreement, within 30 days of receipt of a claim fully completed in accordance with this Schedule "G" (Claim and Payment Procedures). The Province will under no circumstances be liable for interest for failure to make a payment within the time limit set out in this Article G.2 (Payments). The Province will provide the Funds to the Recipient:

a) for the Eligible Costs after the claim submission has been reviewed by the Province for compliance with Schedule "A" (Eligible Costs and Ineligible Costs), on an instalment basis, as outlined in Schedule "B" (Project Description), Table B.3 (General Eligible Cost Payment Annual Estimates), and Article G.3 (Claim Procedures for Eligible Costs).

b) for the Holdback, in the form of a lump sum payment and as outlined in Article G.6 (Holdback).

c) for the Final Payment in the form of a lump sum payment and as outlined in Article G.7 (Final Payment).

G.3 CLAIM PROCEDURES FOR ELIGIBLE COSTS

Subject to the limits set out in Schedule "B" (Project Description), the Recipient agrees to submit to the Province quarterly claims for all of the Eligible Costs incurred and paid by the Recipient, within 90 days of the end of each Funding Year quarter:

a) a Claim Statement fully and accurately completed;

   i) for each claim (including for the Holdback and the Final Payment), certification and request, using the form of certificate/payment request in Schedule "G.1" (Form of Certificate/Payment Request from Recipient Co-chair or Senior Official), by the Recipient Co-chair or a senior official designated by the Recipient;

   ii) for the Holdback and Final Payment, a completed Solemn Declaration of Substantial Completion certified by a Third-party Certifier;

   iii) if the Province so requests, a copy of all documentation provided to the Recipient by any Third Party in respect of the claim;

   iv) a Project quarterly progress status report and audit report, as required pursuant to Schedule "C" (Reporting, Audit and Evaluation) and approved by the Province, for the period to which the claim relates; and

b) such other information as the Province may request.

G.4 TIME LIMITS FOR CLAIMS

a) The Recipient will submit all claims for payment prior to the Project Completion Date.

b) The Province will have no obligation to pay a claim submitted after the Project Completion Date.

G.5 FINAL ADJUSTMENTS

After the Recipient has submitted its final report, as described in section C.2.3 (Final Report) and excluding and for greater certainty the post project evaluation report, and final compliance audit report for the Project, as well as the Solemn Declaration of Substantial Completion, and before the Project Completion Date, the Parties will jointly

carry out a final reconciliation of all claims and payments in respect of the Project and make any adjustments required in the circumstances.

G.6 HOLDBACK

The Province may pay to the Recipient up to 90% of its contribution under the Agreement prior to final adjustments in accordance with Article G.5 (Final Adjustments). Subject to paragraph 3.1(a) of the Agreement the remaining 10% of the Province's contribution (the "Holdback") will be paid when the final reconciliation and all adjustments are made in accordance with Article G.5 (Final Adjustments).

G.7 FINAL PAYMENT

Following delivery of the completed Solemn Declaration of Substantial Completion confirming achievement of Substantial Completion, and upon completion of the final reconciliation and all adjustments in accordance with Article G.5 (Final Adjustments), the Province agrees, subject to the Recipient having met all other terms and conditions of the Agreement, to pay the Recipient the remainder of its contribution pursuant to paragraph 3.1 (a) of the Agreement together with the Holdback contemplated pursuant to Article G.6 (Holdback).

SUB-SCHEDULE "G.1"
FORM OF CERTIFICATE/PAYMENT REQUEST
FROM RECIPIENT CO-CHAIR OR SENIOR OFFICIAL

Ministry of Transportation File No.: _____

TO: Ministry of Transportation
Strategic Transit Investments Office
Suite 3000, 30th Floor
777 Bay Street
Toronto, ON M7A 2J8
Attention: Director
Telephone No.: (416) 585-7347

FROM: [Insert address of the Recipient Co-chair or senior official]
Attention: [Insert address of the Recipient Co-chair or senior official]
Telephone No.: [Insert telephone number of Recipient Co--chair or senior official]
Facsimile No.: [Insert facsimile number of Recipient Co-chair or senior official]

RE: **Transfer Payment Agreement for the Regional Municipality of Waterloo King Victoria Transit Hub Project**

In the matter of the **Transfer Payment Agreement for the Regional Municipality of Waterloo King Victoria Transit Hub Project** entered into between Her Majesty the Queen in right of Ontario, represented by the Minister of Transportation for the Province of Ontario, and the Region of Waterloo (the "Recipient"), on _____, _____ (the "Agreement").

I, _____ [Insert name and title of the Recipient Co-chair or senior official], having made such inquiries as I have deemed necessary for this certificate, hereby certify that to the best of my knowledge, information and belief:

1. On and as of the date set out below:
   a. all representations and warranties contained in Article 11 (Recipient Representations and Warranties) of the Agreement are true and correct;
   b. the Recipient is in compliance with all the terms and conditions of the Agreement and no event of default, as described in the Agreement, has occurred and is continuing;
   c. the Recipient has not incurred a cost overrun for the Project; and
   d. the Recipient has complied with all provisions of the *Construction Lien Act* and is not aware of any claims for lien under that Act.

2. Attached is [are] the [Project quarterly progress status report and] Claim Statement that relate[s] to the request for payment, which is [are] true and accurate and relate[s] to costs on account of the Project.

3. The Eligible Costs and other costs set out in the Claim Statement have been paid to _____ [Insert legal name of the Third Party] during the period commencing _____ and ending _____.

4. The payment will only and entirely be used for the Project and in accordance with the Agreement.

The Recipient hereby requests a payment in the amount of $_____on account of the Province's contribution towards the Eligible Costs of the Project Implementation pursuant to paragraph 3.1 a) of the Agreement.

Declared at _____ (city) in the Province of Ontario this _____ day of _____, 20_____.

(Signatures)

_____
Name:
Title:

_____
Witness Name:
Title:

SUB-SCHEDULE "G.2"
FORM OF SOLEMN DECLARATION OF SUBSTANTIAL COMPLETION

Ministry of Transportation File No.: _____

TO: Ministry of Transportation
Strategic Transit Investments Office
Suite 3000, 30th Floor
777 Bay Street
Toronto, ON M7A 2J8
Attention: Director
Telephone No.: (416) 585-7347

FROM: [Insert Address of the Third-party Certifier]
Attention: [Insert name and title of Third-party Certifier]
Telephone No.: [Insert telephone number of Third-party Certifier]
Facsimile No.: [Insert facsimile number of Third-party Certifier]

RE: **Transfer Payment Agreement for the Regional Municipality of Waterloo King Victoria Transit Hub Project**

In the matter of the **Transfer Payment Agreement for the Regional Municipality of Waterloo King Victoria Transit Hub Project** entered into between Her Majesty the Queen in right of Ontario, represented by the Minister of Transportation for the Province of Ontario, and the Regional Municipality of Waterloo (Recipient), on _____, _____ (the "Agreement").

I, _____, an architect duly licensed in the Province of Ontario and the Third-party Certifier retained by the Recipient pursuant to the Agreement, having made such inquiries as I have deemed necessary for this declaration, do solemnly declare as follows:

1. I am the _____(title, department, organization), and as such have knowledge of the matters set forth in this affidavit;

2. The work identified as Project _____ in the Agreement _____ (has / has not) reached Substantial Completion as defined in the Agreement, dated on the _____ day of _____ 20___ (the "Substantial Completion Date").

3. The value (dollar amount) of substantially completed work on the Project is _____ (dollars).

4. The work:
   a. was carried out by _____ (the prime contractor), between _____ (start date) and _____ (completion date);
   b. was supervised and inspected by qualified staff;
   c. conforms with the plans, specifications and other documentation for the work;
   d. conforms with applicable environmental legislation, and appropriate mitigation measures have been implemented; and
   e. conforms with the requirements set out in subsection 13.15 b) of the Agreement to comply with industry standards.

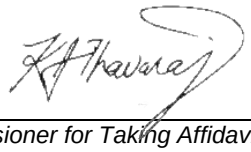
Declared at _____ (city), in the Province of Ontario this _____ day of _____, 20_____.

(Signatures)

_____ _____

Name: Witness Name:
Title: Title:

This is Exhibit “H” referred to in the Affidavit of Douglas John Spooner affirmed by Douglas John Spooner of the City of Waterloo, in the Regional Municipality of Waterloo, before me at the City of Toronto, in the Province of Ontario, on June 6, 2025 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.



Commissioner for Taking Affidavits (or as may be)

KARTIGA THAVARAJ

AMENDING AGREEMENT No. 1
TO THE TRANSFER PAYMENT AGREEMENT
FOR THE REGIONAL MUNICIPALITY OF WATERLOO
KING VICTORIA TRANSIT HUB

This Amending Agreement No. 1 effective as of the later date upon which this Amending Agreement No. 1 is signed ("Effective Date").

BETWEEN:

HIS MAJESTY THE KING IN RIGHT OF ONTARIO, as represented by the Minister of Transportation

(the **"Province"**)

- AND -

The Regional Municipality of Waterloo

(the **"Recipient"**)

WHEREAS The Province and the Recipient entered into a transfer payment agreement whereby the Province provides funds to assist the Recipient in carrying out the King Victoria Transit Hub Project, effective as of the 7th day of May 2018 (the **"Agreement"**);

AND WHEREAS On September 8, 2022, Her Majesty the Queen Elizabeth II died. HRH Prince Charles immediately became His Majesty Charles III. By virtue of the *Legislation Act* existing agreements do not need to be amended. All references to "Her Majesty" or the "Queen" are now replaced with "His Majesty" or the "King";

AND WHEREAS Since the Agreement was entered into, there have been developments in the Project that require changes to the Agreement. Specifically, Metrolinx has agreed to take on some off-corridor work that was contemplated as part of the Project and is complementary to its on-corridor work. The budget for this work is $10-million. As a result, $10-million of the Maximum Funds has been transferred directly to Metrolinx, and the Maximum Funds for this agreement is therefore amended to reflect the decrease from $43-million to $33-million. The Metrolinx scope of work is to be set-out in a Memorandum of Understanding between Metrolinx and the Region.

AND WHERAS The description of the Project is hereby amended, as per the below, both Parties acknowledge that any future funding for the elements of the originally defined project that are hereby removed from the Project description/scope, including but not limited to the completion of the transit hub and plaza, are subject to the Federal Government's treatment of the Recipient's application under the Investing in Canada Infrastructure Program ("ICIP") .

AND WHEREAS Pursuant to section 13.14 of the Agreement, the Parties seek to amend the Agreement in the manner set out below.

IN CONSIDERATION of the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

Amendments to Definitions and Terminology

1. Capitalized terms used but not defined in this Amending Agreement No. 1 have the meanings ascribed to them in the Agreement.

2. All references to "King-Victoria Transit Hub" are hereby replaced with "**Kitchener Central Transit Hub**".

3. All references to "KVTH" are hereby replaced with "**KCTH**".

4. The following definition is added at Section 1.1 ("Definitions"):

   "**Expiry Date**" means December 31, 2030.

5. All references to "expiry date" shall mean "Expiry Date" as per the newly added definition.

6. Section 1.1 ("Definitions") is amended to reflect that the "**Project Completion Date**" is now December 31, 2029.

7. The definition of "**Project Component**" at section A.1 ("Definition") is deleted in its entirety.

8. The definition of "**Revenue Service**" at section A.1 ("Definition") is deleted in its entirety.

9. All uses of the term "**Revenue Service**" throughout the Agreement shall now be read as "**Substantial Completion**" and shall have the meaning ascribed to the newly defined "Substantial Completion".

10. The definition of "**Substantial Completion**" is deleted and replaced with the following:

    "Substantial Completion" or **"Substantially Completed"** means, in respect of the Project, that the Project can be used for the purpose for which it was intended.

11. The definition of "**Significant Changes**" at Section A.1 ("Definition") is deleted in its entirety.

12. Section 1.3 ("**Duration of the Agreement**") is deleted and replaced with the following:

> **1.3 Duration of Agreement.** The Agreement will commence on the Effective Date and will expire on the Expiry Date unless terminated earlier pursuant to Article 3.5 (Termination Where No Appropriation), Article 3.8 (Termination on Notice), or Article 8 (Events of Default, Corrective Action, and Termination for Default).

13. The definition of "**Post Project Evaluation Guide**" at Section C.1 of Schedule "C" is deleted in its entirety.

Amendments to Funding and Eligible Costs

14. Subection 3.1 (a) ("Funds Provided") is amended to reflect that **Maximum Funds** is now $33,000,000 (thirty-three million dollars).

15. Section 3.6 ("**Fiscal Year Budgeting**") is deleted in its entirety.

16. Subsection A2.2 (j) ("**Scope of Eligible Costs**") is deleted and replaced with the following:

> j) urban design enhancements, including bike lanes, up to 1.5% of the Maximum Funds of the Project.

17. Subsection A.3.2 (c) ("**Costs over and Above Project Scope**") is deleted and replaced with the following:

> c) urban design enhancements over and above a maximum allowance of 1.5% of the Maximum funds of the Project.

Amendments to Administrative Provisions

18. Section 5.3 ("**Meetings and Administrative Matters**") is deleted and replaced with the following:

> ***5.3 Meetings And Administrative Matters***
> The Committee will:
> a) within 30 days of its initial meeting, establish rules and procedures with respect to its meetings and those of any of its

subcommittees, including and consistent with this Article 5 (Agreement Oversight);

b) meet 2 times a year or at other times at the request of a Co-chair; and

c) keep minutes of meetings that will be approved by the Co-chairs as a true record of the Committee meetings.

19. Section 5.6 ("**Changes During the Life of the Project**") is deleted in its entirety.

20. Section 9.9 ("**Evaluation**") is deleted in its entirety.

21. Section 13.14 ("**Amendments**") is deleted and replaced with the following:

13.14 **Amending the Agreement.** The Agreement may only be amended by a written agreement duly executed by the Parties.

22. Section 13.15 ("**Notice**") is deleted and replaced with the following:

13.15 Notice. Notice will be in writing, delivered by email, personal delivery, or courier and addressed to the Province or the Recipient as set out below, or as either Party later designates to the other by Notice. Notice will be deemed to have been given on the date on which the Notice is delivered.

i) Any Notice to the Province will be sent to:

Director, Transit Capital and Operations Branch
Province of Transportation
777 Bay Street, 30th Floor
Toronto, Ontario M7A 2J8
james.pearce@ontario.ca

ii) Any notice to the Recipient will be sent to:

Regional Clerk
Council and Administration Services
Region of Waterloo
150 Frederick Street, 2nd Floor
Kitchener, Ontario N2G 4J3
RegionalClerk@regionofwaterloo.ca

Amendments to Project Scope (Schedule B) & Subsequent Consequential Amendments

23. Schedule B is deleted and replaced with the following:

Schedule B PROJECT DESCRIPTION/Scope

B.1. Project Description/Scope. For the purposes of the Agreement, the Project includes the following:

(a) The extension of the storm sewer from the rail corridor to Victoria St N.;

(b) Modifications to the Rumpel Felt building to mitigate restrictions on bus movement;

(c) Replacement/realignment of access road behind Rumpel Felt building as an extension of bus loops; and

(d) The construction of:

I. an IT Equipment Room required for appropriate coverage of communications tools and surveillance cameras throughout the site,

II. bus loop with bays to service Metrolinx, GRT and busses,

III. passenger Pick-up and Drop-off (PUDO) facilities,

IV. on-site and off-site parking spaces,

V. accessible pedestrian connections, and

VI. a multi-use trail bridge over King Street; and

(e) Fit-up of bus shelters and bike storage.

24. Subsection C.2.1 (f) ("**Quarterly Project Status Report**") is deleted and replaced with the following:

f) updated financial forecasts and explanation of variances.

25. Section C.2.3 (**"Final Report"**) is deleted and replaced with the following:

C.2.3 Final Report No later than the Project Completion Date or such later date as the Province may specify in writing, the Recipient will submit a final report for the Project to the Province and the Recipient will follow such administrative procedures as are specified from time to time by the Province. The final report will be in a form satisfactory to the Province and will include:

(a) a detailed description of the Project as completed, including photographs;

(b) particulars of how the communications requirements have been implemented or applied;

(c) a final audited financial statement showing Project expenditures, Eligible Costs incurred and revenue certified by the chief financial officer of the Recipient;
(d) an invoice summary, as prescribed by the Province;
(e) details of any variance from the Project, including Schedule "B" (Project Description/Scope);
(f) a description of any deficiencies still outstanding and information on the planned remediation schedule;
(g) if required pursuant to section E.3.1 (Requirements for Aboriginal Consultation Record), an Aboriginal Consultation Record, as defined in section E.1.1 (Definitions), and any update to it; and
(h) any other information respecting the Project as may be requested by the Province.

26. Section C.3.2 ("**Compliance Audits**") is deleted and replaced with the following:

C.3.2 Compliance Audit(s) Without limiting the generality of Section A.7.4 (Records Review) and as required under Article D.2.0 (Reporting Requirements), the Recipient will, at its own expense, retain an independent third party auditor to conduct one or more audits to assess the Recipient's compliance with the terms and conditions of the Agreement as set out below. Each audit will be conducted in accordance with Canadian Generally Accepted Auditing Standards, as adopted by the Chartered Professional Accountants of Canada, applicable as of the date on which a record is kept or required to be kept under such standards. Each audit will assess and will address, without limitation, the following:

(a) claims submitted by the Recipient are only in respect of Eligible Expenditures and the sum of those claims does not exceed the total eligible costs incurred and paid by the Recipient for the Project;

(b) the Recipient has maintained the level and type of insurance as set-out in the Agreement;

(c) all Contracts the Recipient has entered comply with the requirements of the Agreement;

(d) the Recipient has fulfilled its requirements to notify the Province of any increase in project costs in accordance with Section 3.7; and

(e) prompt and timely corrective action is taken on prior audit findings, if applicable.

27. Section C.4 ("**Evaluation**"), including subsections C.4.1, C.4.2, and C.4.3, is deleted in its entirety.

28. Subsection G.2 (a) ("**Payments**") is deleted and replaced with the following:

    a) for the Eligible Costs after the claim submission has been reviewed by the Province for compliance with Schedule "A" (Eligible Costs and Ineligible Costs) and Article G.3 (Claim Procedures for Eligible Costs).

29. Section G.4 (**"Time Limits for Claims"**) is deleted and replaced with the following:

    a) the Recipient will submit all claims for payment no later than six months prior to the Project Completion Date.
    b) the Province will have no obligation to pay a claim submitted after the date specified in subsection G.4(a).

30. Section G.5 ("**Final Adjustments**") is deleted and replaced with the following:

    G.5 **Final Adjustments.** After the Recipient has submitted its final report, as described in section C.2.3 (Final Report) and the Solemn Declaration of Substantial Completion, and no later than Project Completion Date, the Parties will jointly carry out a final reconciliation of all claims and payments in respect of the Project and make any adjustments required in the circumstances.

31. Except for the amendments provided for in Amending Agreement No. 1, all provisions in the Agreement shall remain in full force and effect.

Signature page follows

The Parties have executed this Amending Agreement No. 1 on the dates set out below.

HIS MAJESTY THE KING IN RIGHT OF ONTARIO
as represented by the Minister of Transportation

November 25, 2024

Name: Prabmeet Sarkaria
Title: Minister of Transportation

Date

The Regional Municipality of Waterloo

DocuSigned by:
Karen Redman

October 22, 2024

Name: Karen Redman
Title: Regional Chair

Date

I have authority to bind the Recipient.

DocuSigned by:
W Short

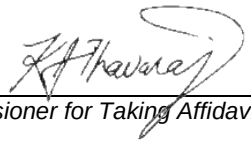
October 22, 2024

Name: William Short
Title: Regional Clerk

Date

I have authority to bind the Recipient.

This is Exhibit “I” referred to in the Affidavit of Douglas John Spooner affirmed by Douglas John Spooner of the City of Waterloo, in the Regional Municipality of Waterloo, before me at the City of Toronto, in the Province of Ontario, on June 6, 2025 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.



Commissioner for Taking Affidavits (or as may be)

KARTIGA THAVARAJ

METROLINX

December 18, 2024

Mathieu Goetzke
Chief Administrative Officer (A)
Region of Waterloo
150 Frederick St.
Kitchener, Ontario
N2G 4J3

RE: Property at 100 Victoria Street North in Kitchener, ON

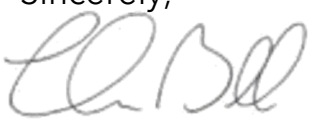
Dear Mathieu,

As part of the planned Kitchener Central station, Metrolinx is planning to take temporary possession of the property located at 100 Victoria Street North in Kitchener in March 2026 for construction staging and laydown purposes. This date is based on the current project schedule and aligns with the anticipated general mobilization of the future contractor that will build the Metrolinx portion of scope at the new station.

The indicated possession date may be subject to change if modifications to the current project schedule are required, including for activities such as design completion, operational requirements during construction and the procurement process.

Metrolinx commits to working closely with the Region of Waterloo to determine the actual possession date as the project progresses and advise of any relevant changes to the project timelines that could impact the indicated possession date.

Sincerely,



Thom Budd,
Vice President Kitchener
and LSW

97 Front Street West
Toronto, ON M5J 1E6
416.874.5900
metrolinx.com

This is Exhibit “J” referred to in the Affidavit of Douglas John Spooner affirmed by Douglas John Spooner of the City of Waterloo, in the Regional Municipality of Waterloo, before me at the City of Toronto, in the Province of Ontario, on June 6, 2025 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

Commissioner for Taking Affidavits (or as may be)

KARTIGA THAVARAJ

Region of Waterloo

Document Execution Record

(This document must be completed in full)

Department: Engineering and Environmental Services

From: Christa De Wys

Date: May 7, 2025

To: Regional Clerk

Subject: Kitchener Central - Memorandum of Understanding with Metrolinx

Effective date and expiry date of document: N/A

Document Type (Brief description and names of all parties involved not including the reason):

☐ Construction Contract: _____

☐ Service Contract: _____

☐ Property Purchase or Sale: _____

X Agreement: KCTH MOU Agreement with Metrolinx

☐ Other: _____

Document Approval (By-law #, By-law item # and Meeting Date OR Report # and Meeting Date):

X Council Approval: COR-FFM-23-001, February 7, 2023

☐ Budget Approval (Approval Date): _____

☐ CAO Approval (a copy of the signed CAO Approval must be attached): _____

☐ Other: _____

Check all that are applicable (Top 2 boxes must be check prior to obtaining signature):

X I have reviewed the document and consulted with other Regional staff as reasonably required and determined that execution of the document is consistent with the Region's current Corporate Strategic Plan or otherwise in the Region's best interests;

X The document is in accordance with a form and content approved for the intended purpose by the Region Solicitor or designate or legal advice from the Regional Solicitor or designate as to

the form and content of the document has been obtained where reasonably necessary or appropriate;

X Advice from the Region's Risk Manager has been obtained with regard to any insurance and indemnification provisions or requirements;

X Any financial obligation of the Region arising from the execution of the document is provided for in, or consistent with, the current approved Regional budget, or as has been modified in accordance with the Regional Financial Management By-law and advice from the Region's Chief Financial Officer or designate has been obtained where reasonably necessary or appropriate;

X Any applicable fees relating to the preparation of the document have been paid to the Region;

X The purpose and effect of the executed document are consistent with applicable Regional policies, procedures and by-laws and applicable laws including but not limited to the "Municipal Freedom of Information and Protection of Privacy Act (Ontario)"; and

X To the best of my knowledge and belief, the document reflects the terms and conditions that are necessary and reasonable to achieve the intent and purpose for which it was created.

Christa De Wys

Print Name of person responsible for project, program or activity

Signature (**Required**)

Senior Project Manager

Position

The conditions and arrangements for delivery of this document (if applicable):

Docusign will be used to deliver and return the document.

Directions and Procedures for Submitting Documents for Signing:

Documents for signing should be sent to any of the Council/Committee Support Assistants in Council & Administrative Services. All documents requiring the Chair/Clerks signature **must** have the Document Execution Record attached which can be found in RegForms which is in your templates in your Word program, or in DOCS #542960. The Document Execution Record is used to identify when the Contract or Agreement was approved by Council or by what authority it is being signed (i.e. Budget approval) and who prepared the document. Please note the Document Execution Record **must** be signed by the person responsible for the project, program or activity.

The Document Execution Record should state any instructions that need to be followed i.e. return 2 copies and keep one original, return all copies. **Note that once a document has been signed by the Regional Clerk an original must be filed in the Clerk's department.** If the Region is the last person to sign the document an original should be filed right then. If all copies are to be sent back for signing from an outside agency please send the Clerk's office an original once it has been signed. We will be

following up on a bi-monthly basis for these original documents. **Please note that the Regional Clerk office will be the second signer on documents from outside agencies**.

See document DOCS #3351469 for DocuSign procedures when completing this form via DocuSign. As noted above, if the Regional Clerk is signing, physically or electronically, an original must be kept with the Regional Clerk's office.

This **COST SHARING AGREEMENT** (this "**Agreement**"), dated _____, 2025 (the "**Effective Date**"), is between the Regional Municipality of Waterloo (the "**Region**") and Metrolinx (collectively, the "**Parties**").

WHEREAS:

A. The Regional Municipality of Waterloo (the "Region") is planning on designing and constructing the new Kitchener central regional transit hub ("KCTH" or "Kitchener Central Transit Hub") to be located at King and Victoria Streets in Kitchener, Ontario and will connect ION light rapid transit, GO Transit (rail and bus service), VIA rail service, intercity bus, passenger vehicles, Grand River Transit, pedestrians, and cyclists in one location (the "Project"); and furthermore Metrolinx is the owner of the lands along the rail corridor commonly known as the Guelph Subdivision between mileage point 30.0 and 63.4 (the "Rail Corridor").

B. The Region, in coordination with the Ministry of Transportation ("MTO"), Metrolinx, and the City of Kitchener, recommends a phased approach to support project delivery of the Project. The first phase of the Project (the "Phase 1 Project") is the subject of this Agreement.

In accordance with a term sheet drafted by the Region and Metrolinx, dated September 15, 2021, in which the Region and Metrolinx set out the division of responsibilities and certain terms and conditions for the Phase 1 Project, the Parties desire to enter this Agreement for the following scope of work: on-corridor works and other work as more particularly set out in Schedule "A", which shall be performed by Metrolinx (the "Metrolinx Works "); a sub-set of such scope of work is the on-corridor works as more particularly set out in Section A.3 of Schedule "A", which shall be performed by Metrolinx but for the benefit of the Region (the "Region Project Infrastructure"); and off-corridor access infrastructure being delivered by the Region more particularly set out in Section B.1 of Schedule "B" (the "Phase 1 Region Works").

C. The Metrolinx Works and the Phase 1 Region Works are to be completed according to the timeline set out in Schedule "G". The Parties acknowledge that the timelines set out in Schedule "G" are estimates and the Parties may revise them from time to time. At the same time the Region intends to deliver the remaining work of the Project ("Phase 2"). The work to be performed by the Region under Phase 2 (the "Phase 2 Region Works"), is more particularly set out in Section B.2 of Schedule "B", but such Phase 2 Region Works is not the subject of this Agreement.

D. Metrolinx and the Region wish to enter into this binding Agreement to describe their respective roles, responsibilities, governance and accountability mechanisms in connection with the Metrolinx Works, the Phase 1 Region Works and the Phase 1 Project.

NOW THEREFORE in consideration of the mutual covenants and agreements of the Region and Metrolinx hereinafter contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Region and Metrolinx covenant and agree as follows:

1. GENERAL PURPOSE

(a) The purpose of this Agreement is to set forth the business arrangement between the Parties with respect to: (i) the allocation of responsibility for design, construction, commissioning and/or inspection processes and maintenance, (ii) funding obligations, and (iii) other general matters, all in relation to the Project.

(b) The Parties acknowledge the accuracy, sufficiency and completeness of the recitals set out above, and agree that the recitals shall be incorporated by reference into the terms of this Agreement.

2. DEFINITIONS

(a) "**Agreement**" has the meaning ascribed thereto in the preamble.

(b) "**Applicable Law**" means:

(i) any statute or proclamation or any delegated or subordinate legislation;

(ii) any order, direction, directive, request for information, policy, administrative interpretation, guideline or rule of or by any governmental authority; and

(iii) any judgment of a relevant court of law, board, arbitrator or administrative agency, that is binding and enforceable against Metrolinx in the Province of Ontario.

(c) "**Business Day**" means a day other than a Saturday, Sunday, or statutory or designated holiday that is observed in the Regional Municipality of Waterloo.

(d) "**Change Order**" means a change in the scope of work under the Construction Agreement relating to the Metrolinx Works.

(e) "**Confidential Information**" means, subject to the requirements of FIPPA and MFIPPA, as applicable,

(i) any proprietary information from a third party supplied in confidence, which may comprise trade secrets, or technical, commercial or financial information, disclosure of which could reasonably be expected to prejudice significantly the competitive position or interfere significantly with the contractual or other negotiations of such third party or result in undue loss to such third party or undue gain to others;

(ii) any proprietary information of the Region or Metrolinx;

(iii) any personal information as defined in FIPPA or in MFIPPA;

(iv) any other information specifically designated in writing by a Party as being confidential in nature; or

(v) any improvements, modifications, and enhancements to, and information and things derived from or utilizing, any Confidential Information referred to in items (i) through (iv) above.

(f) "**Construction Agreement**" has the meaning ascribed thereto in Section 5(a).

(g) "**Contractor**" has the meaning ascribed thereto in Section 5(a).

(h) "**Contractor Permits**" means all permissions, consents, approvals, certificates, permits, licences, agreements and authorizations that the Contractor shall be required to obtain and that are required by Applicable Law in connection with Metrolinx Works.

(i) "**Cost of the Cost-Shared Scope**" means the cost to Metrolinx and/or the Contractor of performing the design, construction, installation, testing, commissioning and completion of the Cost-Shared Scope, as set out in Section 4(a)(ii).

(j) "**Cost of the Region Project Infrastructure**" means the cost to Metrolinx and/or the Contractor of performing the design, construction, installation, testing, commissioning and completion of the Region Project Infrastructure, as set out in Section 4(a)(iii).

(k) **"Cost-Shared Scope**" means the infrastructure listed in Section A.2 of Schedule "A" to this Agreement, which will be installed, relocated, upgraded, abandoned, reinstated, restored, designed and/or built by the Contractor, or other partners of Metrolinx, in accordance with the Construction Agreement or certain other agreements entered into between Metrolinx and third parties, as the case may be.

(l) "**Effective Date**" has the meaning ascribed thereto in the preamble.

(m) "**FIPPA**" means *Freedom of Information and Protection of Privacy Act*, R.S.O. 1990, c. F.31, as amended from time to time.

(n) "**KCTH**" or "**Kitchener Central Transit Hub**" has the meaning set out in the Recital "A".

(o) "**Metrolinx Works**" has the meaning set out in Recital "C", as more particularly set out in Schedule "A".

(p) "**MFIPPA**" means *Municipal Freedom of Information and Protection of Privacy Act*, R.S.O. 1990, c. M.56, as amended from time to time.

(q) "**Non-Cost Shared Scope**" means set out in Section A.1 of Schedule "A".

(r) "**Phase 1 Project**" has the meaning set out in Recital "B".

(s) "**Phase 1 Region Works**" has the meaning set out in Recital "B", as more particularly set out in Section B.1 of Schedule "B".

(t) "**Phase 2**" has the meaning set out in the Recital "C".

(u) "**Phase 2 Region Works**" has the meaning set out in the Recital "C".

(v) "**Program**" means the GO expansion program comprised of multiple projects, each as described in the applicable Class Environmental Assessment that is in the aggregate intended to achieve frequent, two-way, all-day rail service on a substantial portion of Metrolinx's rail network through improved, expanded and electrified rail service, which is being delivered by Metrolinx or by Metrolinx in conjunction with Infrastructure Ontario, including the Project.

(w) "**Project**" has the meaning ascribed thereto in Recital "A" and for greater certainty shall include:

(i) the design and construction of the new Kitchener Central Transit Hub including in multiple phases, including the Phase 1 Project which includes the Metrolinx Works and the Phase 1 Region Works, and Phase 2 which includes the Region's Phase 2 Work and for greater certainty shall include all interfacing work elements of which will be owned by Metrolinx and the Region separately, such ownership as more particularly set out in Schedules "A" and "B", following completion;

(ii) any work necessary to maintain road, pedestrian and rail traffic during construction and protect the natural environment;

(iii) any relocation of utilities or works relating to the mitigation of utility conflicts; work necessary to relocate any utility infrastructure; and

(iv) acquisition of any property interests required to facilitate the works associated with items (i), (ii) and (iii) above.

(x) "**Rail Corridor**" has the meaning set out in Recital "A".

(y) "**Region**" has the meaning set out in the Recital "A".

(z) "**Region's Approved Budget**" means the budget for Phase 1 Project which was approved by the Region as of the Effective Date, as may be increased from time to time. As of the Effective Date, the Region's Approved Budget for Phase 1 Project is approximately $33,000,000. An additional $10,000,000 is allocated for the costs that Metrolinx will incur to deliver infrastructure as part of the scope of work related to the Region Project Infrastructure and Cost-Shared Scope. Payment of such $10,000,000 has been provided directly from Ontario Ministry of Transportation (MTO) to Metrolinx on behalf of the Region, in accordance with Section 4(a)**.** For greater certainty the Region has a separate approved budget for Phase 2 which is not apart of this Agreement.

(aa) "**Region Project Infrastructure**" has the meaning set out in Recital "C", as more particularly set out in Section A.3 of Schedule "A".

(bb) "**Specifications**" means written instructions, standards, practices, requirements and standards for products, equipment, systems, workmanship, quality and the services necessary for the performance of the Metrolinx Works, including, without limitation, the specifications schedule of the Construction Agreement.

(cc) "**Tender**" has the meaning ascribed thereto in Section 5(a).

(dd) "**Term**" means the term of this Agreement, which begins on the Effective Date and ends on the date that Metrolinx Works is complete and all applicable warranty periods have expired.

3. ROLES AND RESPONSIBILITIES

(a) Metrolinx shall be responsible for the day-to-day program management of the Metrolinx Works, including planning, design, engineering, construction, testing and Commissioning, except to the extent otherwise set out in this Agreement. Metrolinx shall also support the Region in its discussions with Via Rail.

(b) The Region shall be responsible for the day-to-day program management of the Phase 1 Region Works, including planning, design, engineering, construction, testing and commissioning, except to the extent otherwise set out in this Agreement.

(c) The Parties shall address public communications in accordance with **Schedule "C"**, Public Communications.

(d) Each of the Parties shall make its staff available and shall take all other appropriate steps to ensure decisions required to be made under the Construction Agreement are made in accordance with the timelines outlined in this Agreement.

(e) The Region shall support Metrolinx, as reasonably as possible, in its performance of the Metrolinx Works, including by:

(i) coordinating with the City of Kitchener to obtain, or otherwise supporting Metrolinx to obtain, any permits or licences required including but not limited to those required from the City of Kitchener,

(ii) obtaining written confirmation from Via Rail on its future plans and timelines for operating in Kitchener, Ontario, including if and when it will operate out of Kitchener Central Transit Hub,

(iii) coordinating design of the non-Metrolinx works with the Metrolinx Works, and

(iv) ensuring that all Phase 1 Region Works are substantially completed in accordance with the Substantial Completion milestone identified in the Metrolinx project schedule for the Metrolinx Works attached as Schedule "G".

(f) Any disputes between the Parties in respect of the matters raised in this Agreement shall be resolved in accordance with the dispute resolution mechanism set out in Schedule "D".

4. FINANCIAL MATTERS

(a) The Parties agree that:

(i) Metrolinx shall be responsible for 100% of all capital construction costs associated with the completion of the Non-Cost Shared Scope as set out in Section A.1 of Schedule "A", including direct and indirect construction cost as well as costs for

project development and expended contingency, as well as HST and other applicable taxes;

(ii) Subject to Section 4(d) below, the Region and Metrolinx shall each be responsible for 50% of all capital construction costs associated with the completion of the Cost-Shared Scope as set out in Section A.2 of Schedule "A", including direct and indirect construction cost as well as costs for project development and expended contingency, as well as HST and other applicable taxes;

(iii) Subject to Section 4(d) below, the Region shall be responsible for 100% of all capital construction costs associated with the completion of the Region Project Infrastructure as set out in Section A.3 of Schedule "A", including direct and indirect construction cost as well as costs for project development and expended contingency, as well as HST and other applicable taxes, as well as any additional scope elements or upgrades to the Metrolinx Works requested by the Region, agreed to by Metrolinx and detailed within a municipal infrastructure agreement executed by the Parties; and

(iv) The Region shall be responsible for 100% of all capital construction costs associated with the completion of the Phase 1 Region Works as set out in Section B.1 of Schedule "B", including direct and indirect construction cost as well as costs for project development and expended contingency, as well as HST and other applicable taxes.

(b) The Parties further agree that:

(i) In respect of the Metrolinx Works:

A. Metrolinx shall proceed to award the Construction Agreement for the Metrolinx Works to the successful bidder in accordance with Metrolinx procurement policies and procedures.

B. Contingent on Metrolinx Board's approval to award the Construction Agreement to the successful bidder, neither Party shall be permitted to abandon any procurement process associated with the Metrolinx Works, including the Tender, unless the value of the successful bid is greater than Metrolinx's approved budget of approximately $78,872,000, inclusive of the maximum total contribution of $10,000,000 from the Region's Approved Budget for the Cost of the Region Project Infrastructure and the Cost of the Cost-Shared Scope.

(ii) In respect of the Phase 1 Region Works:

A. Contingent on the Region's approval to award the construction agreement for the Phase 1 Region Works to the successful bidder, neither Party shall be permitted to abandon any procurement process associated with the Phase 1 Region Works unless the value of the successful bid is greater than the Region's Approved Budget.

(iii) In the event a Party elects to abandon the procurement process for the Metrolinx Works or for the Phase 1 Region Works pursuant to this Section 4(b), then such Party may, in its sole discretion, terminate this Agreement by providing written notice to the other Party. Within 60 days of any such termination, the terminating Party shall reimburse the other Party for any and all costs associated with the procurement process incurred by the non-terminating Party. If both Parties agree to abandon any of the procurement processes, then either Party may terminate this Agreement by giving 60 days advance written notice to the other and each Party shall bear its respective costs associated with the procurement processes.

(iv) For clarity, if a Party elects to abandon the procurement process pursuant to this Section 4(b), then the other Party may, in its sole discretion, abandon any further efforts in relation to the Phase 1 Project, or any part thereof.

(v) For clarity, if either Party elects to abandon a procurement process pursuant to this Section 4(b) but does not terminate the Agreement, that Party will diligently and expeditiously, in good faith, seek scope revision approval or additional funding to be granted by the appropriate authority within six (6) months from the procurement process abandonment or within such other period as otherwise agreed in writing.

(c) The Ontario Ministry of Transportation has paid, on behalf of the Region, to Metrolinx a maximum contribution of $10,000,000 of the Cost of the Region Project Infrastructure and the Cost of the Cost-Shared Scope as set out in Section 4(a), in satisfaction of the Region's financial obligations to Metrolinx for same.

(d) Metrolinx agrees that the maximum total contributions of the Region for the Cost of the Region Project Infrastructure and the Cost of the Cost-Shared Scope shall be the total sum of $10,000,000, being the grant as provided by the Ontario Ministry of Transportation. This maximum contribution shall not apply to Section 5(d) of this Agreement, i.e. if the Region wishes to effect a Change Order in respect of work relating to or impacting the Region Infrastructure and the Cost-Shared Scope that is for the Region's sole benefit.

5. DESIGN, TENDER AND BUILD

(a) Metrolinx and the Region acknowledge and agree that the Metrolinx Works will be procured through a competitive procurement process(es) coordinated and managed by Metrolinx, which may include a request for proposals or tenders (the "Tender"). The terms of the construction agreement (the "Construction Agreement") that will be executed between Metrolinx, and the successful bidder as contractor (the "Contractor"), will govern the terms of the construction of the Metrolinx Works. The Contractor shall be responsible for constructing the Metrolinx Works, including the Cost-Shared Scope and Region Project Infrastructure in accordance with the terms of the Construction Agreement. Once the Metrolinx Works has achieved Substantial Completion pursuant to the Construction Agreement (the "Substantial Completion"), the Region shall be solely responsible for the operation and maintenance of the Region Project Infrastructure in accordance with the licence, operations and maintenance agreements that the Parties intend to enter as further

described in Section 8, save and except for those works covered by the Contractor's warranty obligations under the Construction Agreement.

(b) Metrolinx shall provide the Region with the opportunity to provide comments on: (i) the development of the design and specifications prior to the issuance of the Tender, and (ii) all work submittals that will be delivered by the Contractor under the Construction Agreement, each of (i) and (ii) to the extent it directly relates to the Region Project Infrastructure and the Cost-Shared Scope. Comments must be submitted by the Region to Metrolinx within fifteen (15) Business Days from receipt of such information delivered by Metrolinx or the Contractor. If no comments are provided within fifteen (15) Business Days, approval of such information or submittals, as the case may be, shall be deemed to have been given by the Region. Metrolinx will provide the Region with a schedule of upcoming submission dates, key project details, and milestones.

(c) Where any comments made by the Region relating to the Region Project Infrastructure and the Cost-Shared Scope that do not align with the Construction Agreement, Metrolinx shall act responsibly and attempt to address them with the Contractor. If either Metrolinx or the Contractor disputes whether a particular comment is inconsistent with the Construction Agreement, Metrolinx shall provide the Region with notice of the dispute and the Region shall forthwith decide whether to withdraw its comment or advance its comment through dispute resolution or a Change Order.

(d) If the Region wishes to effect a Change Order in respect of work relating to or impacting the Region Project Infrastructure and the Cost-Shared Scope, unless otherwise set out in Section 4, the Region shall be solely responsible for all costs associated with developing, paying for and implementing the Change Order, including any costs payable to the Contractor under the Construction Agreement in connection with the preparation of a Change Order estimate, and costs resulting from a delay to the overall Metrolinx Works schedule that is required to accommodate the Change Order. Any Change Order shall be implemented by Metrolinx pursuant to the Change Order procedure under the Construction Agreement. Notwithstanding the foregoing or any other provision in this Agreement, Metrolinx shall have the right, in its sole and absolute discretion, to reject any comment or Change Order which would constitute a change in the essential nature of the Metrolinx Works or the Region Project Infrastructure, increase the risk of Metrolinx vis-à-vis the Contractor, or would have a material and adverse effect on the Contractor's ability to perform the work in accordance with the Construction Agreement.

6. CONSTRUCTION

(a) Metrolinx shall be responsible for managing, directing and supervising, or causing to be managed, directed and supervised, all construction activity related to the Metrolinx Works.

(b) Subject to the rights of the Contractor under the Construction Agreement, if the Region requires access to the Metrolinx Works site for purposes of maintaining and operating the existing region infrastructure, Metrolinx will permit the Region and the Region's contractors and consultants to access the Metrolinx Works work area for such purposes at no charge, subject to full compliance with Construction Agreement requirements and all relevant provisions of this Agreement by the Region and its contractors and consultants.

Also, during the construction phase of the Metrolinx Works, the Region shall, and shall cause its contractors, to comply with the instructions of the Contractor relating to matters of health and safety when accessing the work area and coordination and scheduling of any work to be performed by the Region or its contractors. The Region shall ensure its contractors have insurance coverage as would be required by a prudent owner similarly situated and coordinate such coverage with Metrolinx and the Contractor. Such insurance shall provide for liability insurance of not less than $10,000,000 per occurrence and include Metrolinx as an additional insured. When accessing the Metrolinx Works work area, the Region shall minimize any interference with the Contractor's ability to perform its work.

(c) Attached hereto as Schedule "E" – Project Site Plan is a preliminary description of the Metrolinx Works site. Those parts of the Metrolinx Works site which are located on rights of way and other land owned by the Region are designated as "Region Lands" therein. The Parties acknowledge that the site description and designation of Region Lands therein shall be updated based on the final design of the Metrolinx Works. The Region shall grant, or cause to be granted, to Metrolinx the right to access, occupy and use the Region Lands at nominal cost as may be reasonably required to facilitate the construction of the Metrolinx Works by the Contractor, subject to the conditions of the applicable licence agreements which the Parties will enter into no later than the contract award milestone date as provided in Schedule "G" herein. The Parties, from time to time, will agree in writing on the beginning and end of the term for any licence agreement of Region Lands as well as the exact locations.

(d) Metrolinx and the Region shall work together to establish a process and timelines for the review and approval of applications for permits, licences and approvals required to construct the Metrolinx Works, including the Contractor Permits, and the issuance of such permits, licences and approvals. Metrolinx and the Region shall work together to identify fees and approval times and requirements for applicable permits, licences and approvals. The Region shall process all applications and requests, if any, in an expeditious manner having regard to Metrolinx Works' schedule and Metrolinx's obligations under the Construction Agreement. The Region shall provide reasonable assistance and bear its own costs associated with obtaining any required permits, licences and approvals. The Region acknowledges and agrees that it shall process all applications for the Contractor Permits, if any, in a timely manner notwithstanding that Metrolinx is not required to enter into site plan agreements with respect to the Metrolinx Works. The Region shall meet internally with staff and Metrolinx to discuss and resolve permitting issues as required.

(e) Metrolinx shall co-ordinate all construction activities relating to the Region Project Infrastructure with the Region so the impact on Region services and operations is minimized.

(f) Metrolinx shall provide to the Region for review and approval all design changes and Change Orders made during construction of the Metrolinx Works which impact Region Project Infrastructure. In the event the Contractor is entitled to a Change Order as of right under the Contract Agreement, Metrolinx shall mitigate any impact of such Change Order on the Region Project Infrastructure, but the Region shall be bound by the terms of such Change Order once they are determined in accordance with the Change Order Procedure under the Construction Agreement.

(g) The Region shall be entitled to attend all pre-construction and construction site meetings relating to work on the Metrolinx Works which impacts the Region Project Infrastructure and the Cost-Shared Scope.

(h) The Region, may, at any time after the date of the Construction Agreement, on providing Metrolinx with 15 Business Days' Notice, require a joint interim inspection with Metrolinx and the Contractor of the Region Project Infrastructure to be carried out for the purposes of:

(i) Assessing whether the Region Project Infrastructure has been constructed in accordance with the Specifications and is otherwise in compliance with the requirements of the Construction Agreement; and

(ii) Identifying any defects or deficiencies to the Region Project Infrastructure.

(i) In addition to the joint inspections that may be carried out pursuant to **Section 6(h),** a joint warranty inspection of the Region Project Infrastructure shall be carried out no earlier than 60 days and no later than 30 days prior to the end of the applicable warranty period for the Region Project Infrastructure.

(j) All Region inspectors and site visitors will adhere to the security, safety and rail corridor access protocols and requirements imposed by Metrolinx or the Contractor at each specific job site relating to the relocation, modification, construction, reconstruction or protection of Region Project Infrastructure and/or any other work being carried out by Metrolinx for purposes of the Metrolinx Works on the Region Lands and will sign in at the site construction office.

(k) Metrolinx shall include as part of the Construction Agreement a term requiring the General Contractor to vacate any claims for liens preserved by its subcontractor or sub-subcontractors on the Region Lands

7. COMMISSIONING AND ACCEPTANCE

(a) For greater certainty, this Section 7 applies to the part of Metrolinx Works' infrastructure that will be owned by the Region as detailed in Schedule "A" herein (the "**Region-Owned Works**").

(b) The commissioning and handover of the Region-Owned Works shall be performed in accordance with the requirements of Schedule 8 - Outline Commissioning Program and Handover ("Schedule 8") of the Construction Agreement. During the design process and prior to tender release, the Region shall be given the opportunity to comment on the commissioning and handover protocols to be set out in Schedule 8, which schedule, once finalized, will form part of the Construction Agreement. Metrolinx shall consider such comments in good faith and act reasonably in developing Schedule 8 insofar as it relates to the Region-Owned Works. During the implementation of Schedule 8 under the Construction Agreement, the Region shall either confirm its acceptance of the Region-Owned Works or provide a list of Major Deficiencies that require correction. Once any such Major Deficiencies are certified to be completed under the Construction Agreement, but subject to the right to dispute such determination thereunder, the Region shall confirm its acceptance of the Region-Owned Works.

(c) Metrolinx shall make reasonable efforts to ensure that Schedule 8 of the Construction Agreement includes the following:

(i) Metrolinx shall notify the Region upon the Substantial Completion of the Region-Owned Works to arrange a final inspection.

(ii) Upon completion of a final inspection and before acceptance of the Region-Owned Works by the Region, Metrolinx shall:

A) Promptly correct, at its sole expense, any defects or deficiencies identified by the Region during a final inspection which were caused by Metrolinx or its contractor in constructing the Region-Owned Works that, if uncorrected, would impede or restrict the intended use of the asset or infrastructure ("Major Deficiencies") with all other deficiencies ("Minor Deficiencies") to be corrected within reasonable timeframe but no later than the final completion date under the Construction Agreement;

B) Provide to the Region the closeout documents for the Region-Owned Works accompanied with a letter of general conformance from the engineer of record with respect thereto; and

C) Remove all construction equipment, material and debris from the construction area and, save and except the finished Region-Owned Works, shall restore the construction area to as close to the same condition as existed prior to the commencement of the Region-Owned Works or as otherwise agreed by the Parties.

(d) Warranty

(i) Metrolinx warrants that the Region-Owned Works completed under this Agreement by Metrolinx, the Contractor or Metrolinx Employees shall be of first-class quality standards and shall be free of defects in workmanship, materials and design and shall be constructed in accordance with the design reviewed by the Region. This warranty shall cover defects and deficiencies in the workmanship or material. This warranty shall be in effect for a period of two (2) years from the date of the Substantial Completion of the works (the "Warranty Period"). Repairs conducted under warranty shall include costs for labour and material, including the costs of removal and replacement of defective or otherwise unacceptable materials.

(ii) The foregoing warranty provision does not deprive the Region of any action, right or remedy otherwise available to the Region for the failure of Metrolinx to fulfill its obligations and responsibilities under this section and would not be construed as a waiver of claims in favour of Metrolinx or as a limitation on the time in which the Region may pursue such other action, right or remedy.

(iii) Metrolinx agrees to pursue the remedies available under the Construction Agreement to correct any defects and deficiencies that the Region identifies with respect to the Region-Owned Works during the Warranty Period. Metrolinx shall pursue such claim in good faith and exercise its rights under the Construction Agreement with respect to warranties of the Region-Owned Works. The Region agrees that it shall

be bound by the final determination of any matter under Schedule "D" - Dispute Resolution Protocol. Metrolinx shall cause the Contractor to provide the Region with record drawings, prepared by the engineer of record, for the Region-Owned Works following the achievement of final completion under the Construction Agreement.

(iv) If, at any time during the Warranty Period, Metrolinx is unable to correct any defect or deficiency (other than those defects or deficiencies attributable to the Region's improper use) that, if not corrected within the time period required by the Region, acting reasonably, can reasonably be expected to create a serious threat to the health, safety or security of persons or the public or to essential services, the Region may take emergency steps that are reasonable and appropriate to make such repair or replacement of the applicable Region-Owned Works. The Region shall notify Metrolinx within 24 hours of the emergency action it has undertaken. Such steps taken by the Region shall not invalidate any warranties in respect of the Region-Owned Works except in the case of damage caused by the Region to the Region-Owned Works.

8. LICENCE, OPERATIONS AND MAINTENANCE

(a) No later than three months after the award of the Construction Agreement, or unless mutually agreed otherwise in writing, the Parties shall negotiate in good faith in order to enter into a licence and operations and maintenance agreements for, including but not limited to:

(i) the multiuse path;

(ii) the Region to access, install, and maintain equipment on Region Project Infrastructure located within the Rail Corridor; and

(iii) Metrolinx to access, install, and maintain equipment, including signage, on Region Lands.

(b) The Parties agree to reciprocal nominal licence fees between Metrolinx and the Region for each of the licence and operations and maintenance agreements arising from this section.

(c) The Region and Metrolinx shall negotiate in good faith in order to enter into an Agreement of Purchase and Sale for the conveyance of certain Region Lands (as identified in Schedule "E" herein) from the Region to Metrolinx. The Parties acknowledge and agree the said conveyance shall be for fair market value, as determined by a qualified appraiser. The Parties further acknowledge and agree the said conveyance shall be subject to the Region's Disposal of Land By-Law.

(d) The Region and Metrolinx shall negotiate in good faith in order to enter into a grade separation agreement in regards to the Duke Street West rail-carrying bridge, with tracks and station platforms, over a multiuse path that includes the scope of work, roles and responsibilities during design and construction, asset ownership, and operations and maintenance responsibilities.

9. ACCESS

(a) Subject to the terms and conditions contained within this Agreement the Region hereby grants to Metrolinx, together with Metrolinx employees and the Contractor, permission in the nature of a licence to enter onto the Region Lands for the facilitation of (i) completing the Metrolinx Works, subject to the conditions of the applicable licence agreement., and (ii) fulfilling any warranty obligations following completion of the Metrolinx Works, subject to 48 hours prior written notice to the Region, except in the event of an emergency, in which case no notice will be required to be given prior to the time of entry, but written notice shall be given shortly thereafter, acting reasonably. The Parties agree that a nominal licence fee shall apply for the licence agreement over the Region Lands.

10. NOTICES & REPORTING

(a) Metrolinx shall immediately notify the Region, in writing, of the following:

(i) any extension to or other Change Order of the Metrolinx Works schedule that varies the time contemplated in the Tender documents or Construction Agreement for work on the Region Project Infrastructure or on the Region Lands.

(ii) all significant developments during the construction of the Metrolinx Works that affect work on the Region Project Infrastructure or Region Lands.

(iii) any omission or other act constituting a material default or event of default on the part of the Contractor in relation to work on Region Project Infrastructure or Region Lands.

(iv) any proposed decision where the effect thereof may reasonably be expected to materially affect any one or more of the following:

A. the functionality, safety or integrity of any part of the Region Project Infrastructure; or

B. the Metrolinx Works' budget as it relates to the Region Project Infrastructure.

(b) The Region shall immediately notify Metrolinx of any and all significant developments during construction that may affect work on the Metrolinx Works, including the Region Project Infrastructure.

11. CONFIDENTIALITY

(a) During and following the Term, all parties shall:

(i) keep all Confidential Information confidential and secure;

(ii) restrict the disclosure of Confidential Information to only those employees or agents (including contractors and consultants) who have a need to know it and who have been specifically authorized to have such disclosure;

(iii) not directly or indirectly disclose, destroy, exploit or use any Confidential Information (except for the purpose of providing information required under this Agreement, or except if required by law or by order of a court or tribunal), without first obtaining:

A. the written consent of the disclosing Party and

B. in respect of any Confidential Information about any third-party, the written consent of such third-party;

(iv) provide Confidential Information to the disclosing Party on demand; and

(v) return all Confidential Information to the disclosing Party before the expiry of the Term, with no copy or portion retained.

(b) If the receiving Party or any of its directors, officers, employees, agents, representatives or advisors are legally required to disclose any Confidential Information, the receiving Party will provide the disclosing Party with prompt notice to that effect in order to allow the disclosing Party to seek one or more protective orders or other appropriate remedies to prevent or limit such disclosure, and it shall co-operate with the disclosing Party and its legal counsel to the fullest extent.

(c) Notwithstanding Section 10(a), Metrolinx shall have the right to disclose the terms of this Agreement to the proponents who are participating in the request for proposals issued by Metrolinx in respect of the Metrolinx Works, provided that such proponents are subject to obligations of confidentiality similar to those contained in this Section 10.

(d) To the extent required under the terms of the Tender or the Contract Agreement in order to permit Metrolinx to disclose certain proponent or Contractor information as contemplated under this Agreement, the Region shall execute a confidentiality agreement in substantially the same form as is commonly used in tenders and projects of similar nature in the Province of Ontario, and the Region shall cause any third party, including without limitation its professional advisors and consultants, who requires a copy of such confidential information to execute the same agreement prior to the release of such confidential information.

12. INSURANCE – METROLINX

(a) Metrolinx shall carry or cause the Contractor and its subcontractors to maintain, at minimum, and at their respective sole cost and expense, commercial general liability insurance or wrap up liability insurance and builders' risk insurance in the standard forms and amounts used in procurement projects of comparable size in the Province of Ontario and at acceptable levels as would a prudent contractor of similar size and project size and scope. It shall be the sole responsibility of each Party and their broker to determine what additional insurance coverage, if any, is necessary and advisable for its own protection and/or to fulfil its obligations under this Agreement. Any such additional insurance shall be obtained and maintained at the sole cost of each Party.

(b) Metrolinx shall cause the Region to be added as an additional insured or loss payee (where applicable) on such policies. Metrolinx shall ensure 30-day cancelation notice is provided on the contractor's and their certificates as well as being endorsed for cross liability and

severability of interest. Any insurance or self-insurance maintained by the Region and any other person insured under the policy shall be considered excess of Metrolinx or the Contractor's insurance and shall not contribute with it. The minimum amount of insurance required herein shall not modify, waive or otherwise alter Metrolinx or the Contractor's obligation to fully indemnify the Region under this Agreement.

(c) Metrolinx shall, at the Region's request throughout the term of the Construction Agreement, cause the Contractor to provide proof of insurance to the Region in the form of certificate of insurance satisfactory to the Region, acting reasonably. The Region shall be an additional insured on such contractors' policies, where applicable.

(d) The Region shall maintain insurance as specified in Section 6(b) of this Agreement. The Region shall, at Metrolinx's request throughout the term of the Construction Agreement, provide proof of insurance to Metrolinx in the form of a certificate of insurance satisfactory to Metrolinx, acting reasonably.

(e) Each Party confirms that they have and will maintain sufficient insurance for claims arising from the activities outlined within this Agreement to respond to any claims, demands or actions commenced or arising out of this Agreement.

13. INDEMNITY

(a) Metrolinx shall cause the Region to be added as an indemnified person pursuant to the indemnity in favour of Metrolinx provided by the Contractor under the Construction Agreement.

14. REAL PROPERTY AND ENCUMBRANCES

(a) The Parties shall work together to identify any real property or encumbrances applicable to the Metrolinx Works.

15. THIRD PARTY ASSETS

(a) The components that are set out in Schedule "F" - "Third Party Assets" will be owned and maintained by a party other than the Region or Metrolinx, as indicated.

16. TERMINATION

(a) This Agreement may be terminated in any of the following circumstances:

(i) by either Party, in its sole and absolute discretion and for any reason whatsoever, at any time prior to the Submission Deadline under the Tender;

(ii) by Metrolinx, in its sole and absolute discretion:

A. at any time prior to Financial Close (as defined in the Construction Agreement) for any reason whatsoever;

B. in the event the Project is terminated; and

C. in the event there is material change in the scope of work to be conducted under the Project, the Metrolinx Works, and/or the Construction Agreement, such that the Region Project Infrastructure is no longer essential in nature, as determined by Metrolinx, acting reasonably.

(b) In the event this Agreement is terminated pursuant to Section 16.(a)(ii), Metrolinx shall reimburse the Region for all reasonable, out-of-pocket costs that the Region has incurred as of the date of termination of this Agreement in connection with third party consulting and/or technical advice relating to the Region Project Infrastructure.

17. OTHER MATTERS

(a) Entire Agreement

This Agreement constitutes the entire agreement between Metrolinx and the Region relating to the subject matter described herein and supersedes all prior negotiations, representations or agreements, whether written or verbal.

(b) Governing Law and Jurisdiction

This Agreement shall be governed by and interpreted in accordance with the laws of the Province of Ontario and the federal laws applicable therein, without regard to principles of conflicts of law that would impose the law of another jurisdiction. The Parties hereby irrevocably and unconditionally attorn to the exclusive jurisdiction of the courts of the Province of Ontario and all courts competent to hear appeals therefrom.

(c) Enurement

This Agreement shall enure to the benefit of and be binding upon the parties and their respective heirs, executors, administrators, personal representatives, successors and permitted assigns.

(d) Assignment

This Agreement shall not be assigned by one Party without the written consent of the other.

(e) Independent Parties

This Agreement does not create and is not intended to create an agency or employment relationship, partnership, joint venture or other similar association between the Parties. Neither Party shall have the right to bind the other to any agreement with any third party or to incur any obligation or liability on behalf of the other Party. Except as expressly provided for in this Agreement, neither Party shall represent, directly or indirectly by conduct, to any third party that it is an agent, employee, partner or joint venturer of the other.

(f) Third Party Beneficiaries

This Agreement is made solely for the benefit of the Parties and, to the extent expressly and specifically stated, any other parties made beneficiaries of this Agreement. No terms of this Agreement shall be deemed to confer upon any other third parties any claim, remedy, reimbursement or other right.

(g) Notice

(i) Notices under this Agreement shall be in writing and sent by e-mail, courier or by registered mail. Notices by registered mail shall be deemed to have been received on the fourth Business Day after the date of mailing. Notices by e-mail or courier shall be deemed to have been received at the time it was delivered. In the event of an interruption in postal service, notice shall be given by courier. Unless otherwise noted, notices shall be sent to:

in the case of the Region:

150 Frederick Street, 4th Floor
Kitchener, ON N2G 4J3

Attention: Director, Facilities & Fleet Management
Project Director, Kitchener Central Transit Hub

Email: amoss@regionofwaterloo.ca

with a copy to:

150 Frederick Street
Kitchener, ON N2G 4J3

Attention: Senior Project Manager, Facilities Project Management

Email: cdewys@regionofwaterloo.ca

and, in the case of Metrolinx:

10 Bay Street, Floor 13
Toronto, ON M5J 2W3

Attention: Director, Extensions Kitchener & Lakeshore West,
Capital Projects Group

Email: george.marijan@metrolinx.com

with a copy to:

Attention: Project Manager, Extensions Kitchener,
Capital Projects Group

Email: ilir.angjeli@metrolinx.com

with a copy to:

97 Front Street West
Toronto, ON M5J 1E6

Attention: Vice President, Legal Services
Email: michael.kitagawa@metrolinx.com

(ii) Any notice under this Agreement, if delivered personally or by courier on a Business Day will be deemed to have been given when actually received, if delivered by means of electronic communication before 3:00 p.m. on a Business Day will be deemed to have been delivered on that Business Day and if delivered by means of electronic communication after 3:00 p.m. on a Business Day or on a day that is not a Business Day will be deemed to be delivered on the next Business Day.

(h) Amendments

Except as expressly provided in this Agreement, no amendment, supplement, restatement or termination of any provision of this Agreement is binding unless it is in writing and signed by both Parties.

(i) Waiver

Neither Party shall be deemed to have waived the exercise of any right that it holds under this Agreement unless such waiver is made in writing, and the failure by a Party to exercise any of its rights, powers or remedies hereunder or its delay to do so does not constitute a waiver of those rights, powers or remedies. No waiver made with respect to any instance involving the exercise of any such right is to be deemed to be a waiver with respect to any other instance involving the exercise of the right or with respect to any other such right.

(j) Severability

If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable in whole or in part, such invalidity or unenforceability attaches only to such provision and everything else in this Agreement continues in full force and effect.

(k) Further Assurances

Each Party agrees that it shall at any time and from time to time, at its own expense, execute and deliver such further documents and do such further acts and things as the other Party may reasonably request for the purpose of giving effect to this Agreement or carrying out the intention or facilitating the performance of the terms of this Agreement.

(l) Time is of the Essence

Time is of the essence in this Agreement.

(m) Counterparts

This Agreement and any amendment hereto may be executed in one or more counterparts. Any single counterpart or a set of counterparts executed, in either case, by all Parties shall constitute a full, original and binding agreement for all purposes. Counterparts may be executed either in original or electronic form, provided that any Party providing its signature in electronic form shall promptly forward an original signed copy of this Agreement, or any amendment hereto.

[EXECUTION PAGE IMMEDIATELY FOLLOWS]

IN WITNESS WHEREOF the Parties have executed this Cost Sharing Agreement through their duly authorized officers.

THE REGIONAL MUNCIPALITY OF WATERLOO

Signature: _____
Name: Wayne Steffler
Title: Commissioner of Corporate Services
Date: 5/12/2025 | 12:53:25 EDT

Signature: _____
Name:
Title:

Date: _____

METROLINX

Signature: _____
Name:
Title:

Date: _____

Signature: _____
Name:
Title:

Date: _____

SCHEDULE "A"

METROLINX WORKS

The "**Metrolinx Works**" is comprised of:

A.1 Non-Cost Shared Scope

The Non-Cost Shared Scope (100% cost contributions by Metrolinx) includes the construction of:

	Scope Description	Asset Ownership
i.	Two mainline tracks	Owned 100% by Metrolinx
ii.	Two side platforms, with mini-platforms, and platform amenities such as canopies, and shelters	Owned 100% by Metrolinx
iii.	A station tunnel near Waterloo Street, City of Kitchener, with stairs and elevator access to both platforms	Owned 100% by Metrolinx
iv.	Metrolinx fare payment system devices and static and digital signage at access points	Owned 100% by Metrolinx
v.	Service building located at the north-west end of the site as per the design drawings	Owned 100% by Metrolinx

A.2 Cost-Shared Scope

The Cost-Shared Scope (50% cost contributions by Metrolinx and 50% cost contributions by the Region subject to the Region's maximum contribution as set out in Section 4(d) of this Agreement) includes the construction of:

	Scope Description	Asset Ownership
i.	A grade-separated crossing at Duke Street West featuring a rail-carrying bridge over a multiuse path, including construction of the multiuse path along Duke Street West between Breithaupt Street and Victoria Street North with pedestrian connections to the platforms.	Ownership of rail assets and road assets is as defined in the Duke Street West grade separation agreement.
ii.	Reconfiguration of Duke Street West between the north end of the north platform and Breithaupt Street. For clarity multiuse path is not included in the scope of reconfiguration of Duke Street West.	Ownership of rail assets and road assets is as defined in the Duke Street West grade separation agreement.

iii.	A retaining wall parallel to the tracks on the south side of the rail corridor between Metrolinx's rail right-of-way and Region lands.	Owned 100% by Metrolinx
iv.	Utility relocation due to Metrolinx work.	These utilities are owned by Third Parties and their ownership will remain unchanged pre and post relocation.
v.	Removal of watermain on Duke Street West starting approximately south of the multiuse path tunnel as shown on drawing C-211 included in Schedule "H".	Not Applicable
vi.	Finished asphalt surface on the multiuse path from Breithaupt Street to the south end of the multiuse path tunnel.	Owned 100% by the Region
vii.	Relocation of the service line south of the rail corridor from the watermain to the 70 Victoria Street North property and relocation of the private fire hydrant	These utilities are owned by Third Parties and their ownership will remain unchanged pre and post relocation.
viii.	Lighting of the multiuse path between the south end of the multiuse path tunnel and Breithaupt Street.	Owned 100% by the Region

A.3 Region Project Infrastructure

The Region Project Infrastructure (100% cost contributions by the Region subject to the Region's maximum contribution as set out in Section 4(d) of this Agreement) includes the construction of:

	Scope Description	**Asset Ownership**
i.	Modifications to the south retaining wall to accommodate two bike storage rooms, two bus shelters and a satellite service room beneath the south side platform. Equipment installation and fit-up of these areas is not included	Owned 100% by Metrolinx
ii.	Structural work for the station tunnel near King Street, City of Kitchener, from the south retaining wall to the north station platform, to provide direct access from the Phase 2 station building to the north platform. Equipment installation and fit-up of the tunnel, including pedestrian connections to the platforms, is not included.	Owned 100% by Metrolinx

SCHEDULE "B"

THE REGION WORKS

B.1 The Phase 1 Region Works

The Phase 1 Region Works (100% cost contributions by the Region) includes the construction of:

	Scope Description	Asset Ownership
i.	Permanent closure of Duke Street West between Victoria Street North and Breithaupt Street	Owned 100% by the Region
ii.	100-year storm sewer relocation from existing retaining wall draining property north of rail right-of-way	Owned 100% by the Region
iii.	Equipment installation and fit-up of the two bike storage rooms, two bus shelters and a satellite service room beneath the south side platform	Owned 100% by the Region
iv.	Reconfiguration of Duke Street West between the south end of the south platform and Victoria Street North including the bus loop featuring 3 Metrolinx bus bays, 2 GRT bus bays, and 1 GRT Mobility Plus bay.	Owned 100% by the Region
v.	Passenger Pick-up and Drop-off (PUDO) in alignment with Metrolinx's station access plan	Owned 100% by the Region
vi.	Secured bicycle parking spaces	Owned 100% by the Region
vii.	Parking space allotments to align with the requirements identified in the transfer payment agreement with the Ministry of Transportation	Owned 100% by the Region
viii.	Multiuse trail bridge over King Street West with ramp connecting to the bus loop	Owned 100% by the Region
ix.	Pedestrian connections from the local road network and station access facilities to stairs at Metrolinx rail platform access points	Owned 100% by the Region
x.	Watermain relocation from approximately the south end of the multiuse path tunnel to Victoria Street North (refer to the drawing C-211 included in Schedule "H")	These utilities are owned by Third Parties and their ownership will remain unchanged pre and post relocation.
xi.	Hydro connection (refer to the drawing E-137 included in Schedule "H")	Owned 100% by the Region

xii.	Lighting of the multiuse path between the south end of the multiuse path tunnel and Victoria Street North	Owned 100% by the Region

B.2 Phase 2 Region Works

The Phase 2 Region Works (100% cost contributions by the Region) will consist of:

- New station building including connection to future station building tunnel near King Street.
- Expansion of the bus loop to provide a total of 3 Metrolinx bus bays, 3 GRT bus bays, 1 GRT Mobility Plus bay, and 1 intercity bus bay.
- Equipment installation and fit-up of the future station building tunnel and accessible connections near King Street, including construction of a stairwell and enclosure at platform level and installation of an elevator and elevator vestibule at platform level.

SCHEDULE "C"

PUBLIC COMMUNICATIONS

Metrolinx and the Region agree to undertake joint communications activities and look for opportunities for open, transparent, effective and pro-active communications, including the joint messaging for the Phase 1 Project.

While each Party will generally be responsible for providing responses to inquiries relating to their scope of work and for communications to customers regarding their respective service changes, both Parties have the ability to review communications of the other prior to such communication being issued.

JOINT COMMUNICATIONS WORKING GROUP

A Joint Communications Working Group ("JCWG") will be established to advise and provide support for all communications and public information activities related to the project(s). The JCWG shall be comprised of at least one representative from each Party and other specialized staff as required.

A representative from Metrolinx and the Region will co-chair the JCWG, alternating duties as required.

The JCWG shall develop templates for project-specific and broad communications about the project(s), and those materials will be jointly approved.

The JCWG will develop and endeavour to keep up to date a master project schedule that outlines all key projects, milestones, issues, approvals and associated communications materials requiring development and approval. Where appropriate, communications materials will be reviewed and approved by each group's program executive representatives.

The JCWG will develop a protocol for issues management and share information and coordinate messaging to ensure the public is well-informed.

PROJECT SPECIFIC COMMUNICATIONS

Metrolinx and the Region may develop joint information material, brochures, signage, construction notices and website material to inform stakeholder and community groups, and the public about the project(s).

Metrolinx is responsible for drafting messaging for communications related to the Metrolinx Works, as well the interaction and impacts of Phase 1 Region Works to Metrolinx services, facilities, and properties.

The Region is responsible for drafting messaging for communications related to the Phase 1 Region Works, as well as the interaction and impacts of the Metrolinx Works to Region services, facilities, and properties, as well as messaging related to the closure of the Duke Street level crossing. All messaging will be jointly shared for both Parties to review.

Public and media inquiries received by the Region related to the Metrolinx works will be promptly forwarded to Metrolinx to lead the development of the response. Similarly, public and media inquiries received by Metrolinx related to the Phase 1 Region Works will be promptly forwarded to the Region to lead the development of the response.

Metrolinx may need to convey its own independent messages on the Metrolinx Works and before doing so, will provide notice of Metrolinx's intention to do so, and Metrolinx's messaging will be shared with the Region for information.

The Region may need to convey its own independent messages on the Phase 1 Region Works and before doing so, will provide notice of the Region's intention to do so. The Region's messaging will be shared with Metrolinx for information.

Parties may be required to host stakeholder, community and elected official briefings to respond to questions or share project progress and updates. Whereby the focus of the briefing is related to Metrolinx Works, Metrolinx may undertake the briefing and update the Region as required. Whereby the focus of the briefing is related to Phase 1 Region Works, the Region may undertake the briefing and update Metrolinx as required. It may be determined that Metrolinx and the Region undertake joint briefings to ensure consistent and comprehensive information. Metrolinx and the Region may request support from the other Party in the development and review of briefing material, or to have a presence at briefings when it may be beneficial to the outcome of the briefing.

The coordination of major announcements and media events related to Phase 1 Project will be jointly coordinated by Metrolinx and the Region. Media events and announcements related to the Phase 1 Project will not occur without the prior knowledge and agreement of both Parties. Media events and announcements include, but are not limited to, news conferences, public announcements, media and stakeholder tours, official events or ceremonies, and new releases.

Designated spokespersons will be identified by each Party for major announcements, issues management and media inquiries (where required).

SCHEDULE "D"

DISPUTE RESOLUTION PROTOCOL

A. Definitions

"Effective Date" means the date this Agreement was signed and came into effect;

"Notice of Referral" means a notice in writing from a Party to each member of the Steering Committee or Executive Committee, as applicable, with a copy to the other Party specifying the nature of the Dispute with reasonable particularity and the relief or remedy sought.

B. Principles

(a) The Parties will endeavour to remedy or resolve disputes in good faith by amicable negotiations and to facilitate a resolution. Each Party shall provide frank, candid and timely disclosure of relevant facts, information and documents to the other Party. The Parties agree that all disputes will be resolved in accordance with this Dispute Resolution Protocol and that they will not have recourse to the courts or to any other form of dispute resolution in respect of any disputes.

(b) No action or failure to act by a Party shall constitute a waiver by such Party of a dispute nor shall any such action or failure to act constitute an approval

(a) or acquiescence in respect of a dispute except as agreed to in writing or resolved in accordance with this Dispute Resolution Protocol.

(b) The Parties agree that timely resolution of any dispute is mutually beneficial and that, accordingly, the time limits set out herein will be strictly enforced unless otherwise agreed to by the Parties.

C. Steering Committee

The Steering Committee shall consist of at least one member appointed by the Region, from time to time, and at least one member appointed by Metrolinx, from time to time. All appointees shall be appropriately qualified by experience and training in respect of the development and construction of the Project. Committee members may include VPs, EVPs, Head Sponsors, Executive Directors and Project Directors. Each Party to the Steering Committee may appoint one or more delegates to attend in the absence of a regular member by notice to the other Party in accordance with this Agreement.

The Steering Committee will meet on an as needed basis and if requested by any Party to meet:

(a) to discuss and endeavor to identify and resolve issues and problems related to the implementation of the Program on a consensual basis;

(b) to coordinate communications and approval of major announcements;

(c) to identify emerging problems and develop proposed solutions for such problems; and

(d) to provide a forum for the resolution of disputes, all in order to support completion of the Program on time and on budget.

The Steering Committee is not intended to circumvent or override the pre-eminent right and authority of Metrolinx as owner and developer of the Program or the right and authority of the Region as owner of the Region Project Infrastructure. Each Party may designate a reasonable number of additional representatives, if required, to attend and participate as requested in meetings and deliberations of the Steering Committee with respect to specific issues. The Metrolinx member shall act as the Chair of each meeting with each Party appointing a secretariat representative to coordinate and broker agendas, action logs, etc.

All recommendations and decisions of the Steering Committee must be approved in writing by the Steering Committee members by way of decision notes, minutes, and/or action logs. Any matters that cannot be agreed upon within a reasonable timeframe shall be escalated per the Dispute Protocol in Section F of this Protocol.

D. Executive Committee

The Executive Committee shall consist of Metrolinx's CEO and an equivalent member appointed by the Region, including, but not limited to the Region's CAO and/or the Commissioner of Transportation Services. Appointees shall be from the executive level of management, appropriately qualified by experience and training in respect of the development and construction of the Project.

The Executive Committee which will meet on an as need basis to discuss matters pertaining to the Program, including without limitation, to resolve issues that are escalated through the governance structure from the Steering Committee.

The Executive Committee is not intended to circumvent or override the pre-eminent right and authority of Metrolinx as owner and developer of the Program or the right and authority of the Region as owner of the Region. The President and Chief Executive Officer of Metrolinx will act as Chair at meetings of the Committee.

All recommendations and decisions of the Executive Committee must be unanimously approved in writing by the Executive Committee members by way of decision notes, minutes and/or action logs. Any matters that cannot be unanimously agreed upon within a reasonable timeframe shall be escalated per the Dispute Protocol in Section F of this Protocol.

E. Referrals

1. Referral to Steering Committee

Disputes not able to be resolved in a timely manner shall be referred to the Steering Committee by any Party delivering a Notice of Referral to the Steering Committee, and the Parties shall not have recourse to the courts or otherwise in respect of disputes. The Steering Committee shall schedule an ad hoc meeting within five (5) Business Days of receipt of a Notice of Referral that notes such dispute as urgent and will attempt to negotiate a resolution of such dispute within ten (10) days (unless a Party notifies the members of the Steering

Committee and the other Parties that the dispute must be dealt with on an urgent basis, in which case the Steering Committee shall endeavor to resolve the dispute on an expedited basis). If the Steering Committee is unable to resolve the dispute within the time stipulated above, the Steering Committee shall refer the dispute to the Executive Committee. Deliberations of the Steering Committee shall be on an entirely without prejudice basis in any subsequent proceedings, including before the Executive Committee.

2. Referral to Executive Committee

The Executive Committee shall meet as soon as possible after the dispute has been referred to and will attempt to negotiate a resolution of the dispute within ten (10) days of the dispute being referred to it (unless a Party notifies the Executive Committee and the other Parties that the dispute must be dealt with on an urgent basis, in which case the Executive Committee shall endeavor to resolve the dispute on an expedited basis). Deliberations of the Executive Committee shall be on an entirely without prejudice basis in any subsequent proceedings. During the subsistence of a dispute the construction and other work on the Project shall continue uninterrupted.

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SCHEDULE "E"

PROJECT SITE PLAN

(Note: The exact location and term shall be set out in respective license agreement(s))

See attachment on next page.

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SCHEDULE "F"

THIRD PARTY ASSETS

None.

SCHEDULE "G"

PROJECT DELIVERY SCHEDULE – METROLINX WORKS

Milestone	Proposed Baseline
Detailed Design Completed	July 4, 2025
Tender in Market	October 31, 2025
Contract Award	March 24, 2026
Substantial Completion	August 20, 2029
Total Completion of the Work	April 17, 2030

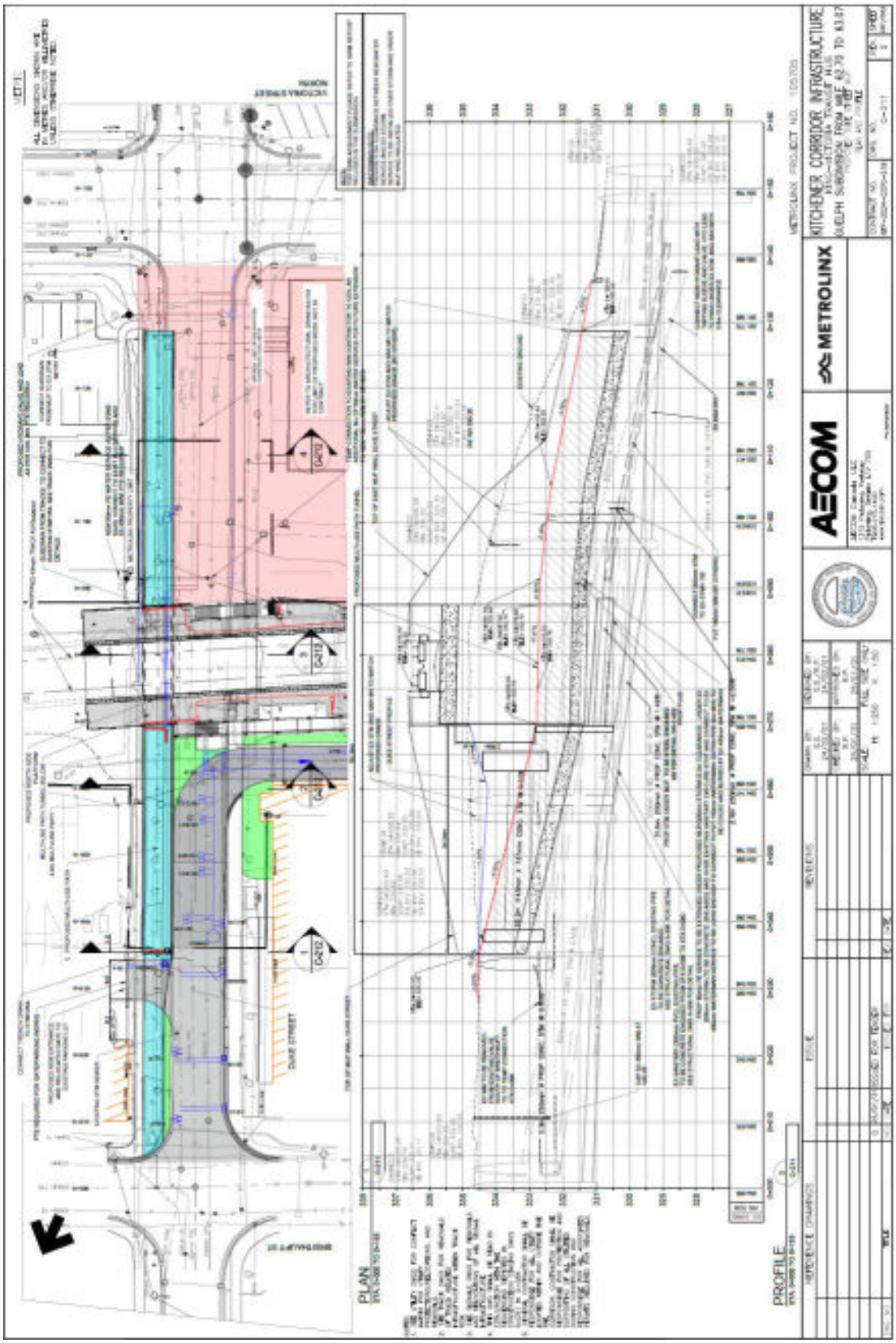
The Parties acknowledge that the timelines set out in this Schedule "G" are estimates and the Parties may revise them from time to time.

SCHEDULE "H"

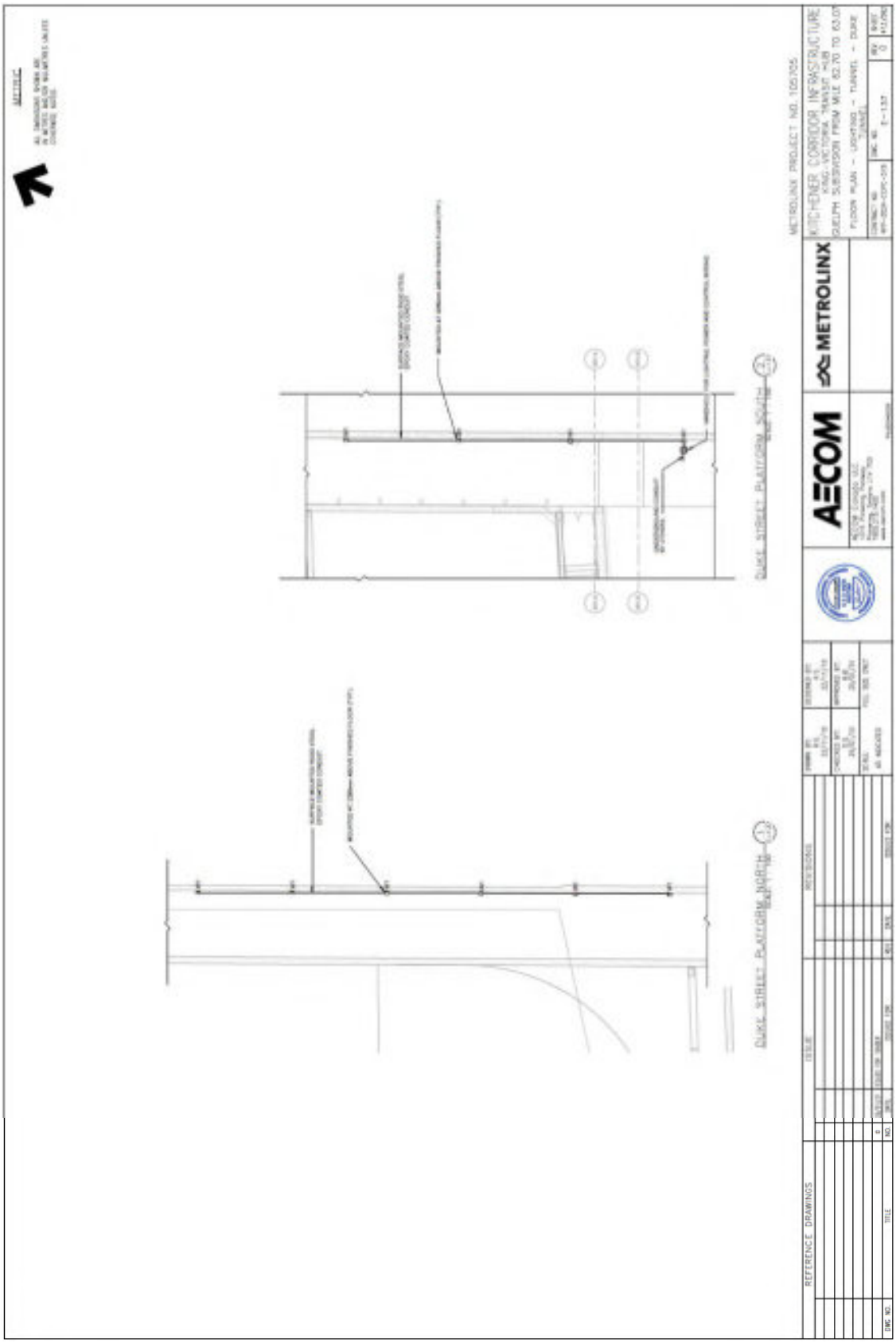
Design Drawings

(Note: Information provided in this Schedule "H" is to be used for reference only.)

See attachments on following pages

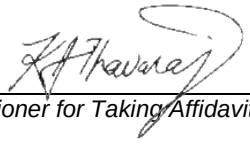


Issued For Tender, Drawing C-211 (Rev 0)



Issued For Tender, Drawing E-137 (Rev 0)

This is Exhibit “K” referred to in the Affidavit of Douglas John Spooner affirmed by Douglas John Spooner of the City of Waterloo, in the Regional Municipality of Waterloo, before me at the City of Toronto, in the Province of Ontario, on June 6, 2025 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.



Commissioner for Taking Affidavits (or as may be)

KARTIGA THAVARAJ

Sites within 1km of 50 Victoria:

Site:	Reason:
16 Victoria Street N	Already being used for the project.
60 Victoria Street N	Already being used for the project.
70 Victoria Street N	Commercial Complex. Buildings being leased out
84 Victoria Street N	Leased parking lot
100 Victoria Street N	This is the proposed area to use.
100 Weber Street W	This is a paramedic services building.
225-227 Weber Street W	Bus terminal – Corner paved surface
237 Weber Street W	Plot of grass – not enough room, along Weber st. (see photo 1)
249 Weber Street W	Plot of grass – not enough room, (see photo 1)
253 Weber Street W	Plot of grass – not enough room, (see photo 1)
281 Weber Street W	Plot of grass – not enough room, (see photo 1)
341 Weber Street W	Plot of grass – not enough room, (see photo 1)
345 Weber Street W	Plot of grass – not enough room, (see photo 1)
349 Weber Street W	Plot of grass – not enough room, on Weber 1.3km from site, (see photo 1)
510 King Street W	Already being used for the project/ Bus terminal
520 King Street W	Already being used for the project/ Bus terminal
123 Breithaupt Street	Already being used for the project (Metrolinx staging area)

	Currently assigned to a program
	Project Use
	Not appropriate for project

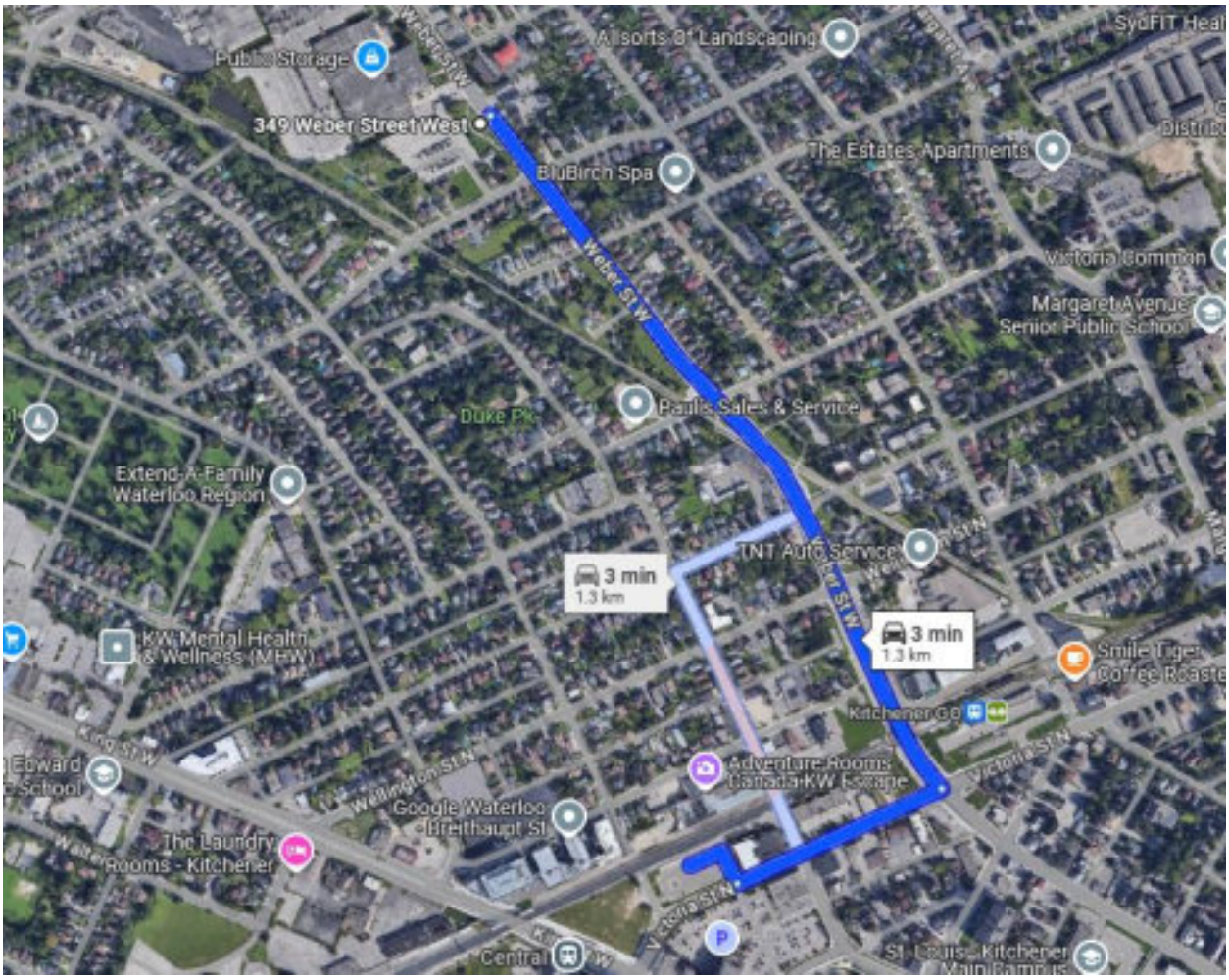
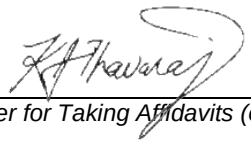


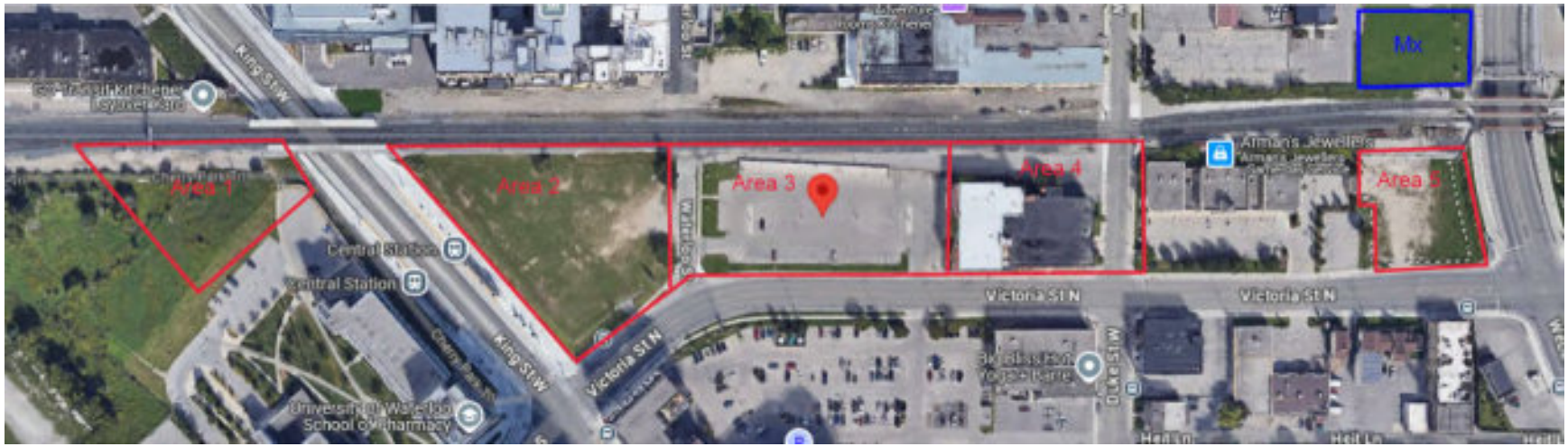
Photo 1: Properties located along Weber st.

This is Exhibit “L” referred to in the Affidavit of Douglas John Spooner affirmed by Douglas John Spooner of the City of Waterloo, in the Regional Municipality of Waterloo, before me at the City of Toronto, in the Province of Ontario, on June 6, 2025 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.



Commissioner for Taking Affidavits (or as may be)

KARTIGA THAVARAJ



Region land includes Area 2 to 5 and 123 Breithaupt (blue) to be occupied by Metrolinx. 70 Victoria (between Area 4 and 5) is Region owned but is NOT part of Kitchener Central works.

Area 1: November 2026 to August 2027

Construction of pedestrian bridge. Region is required to lease land from the University of Waterloo to install and stage construction of the bridge.

Area 2: August 2027 to March 2029

Construction of Transit Hub terminal building and civil works.

Area 3: August 2027 to May 2028

Construction of bus loop, civil works

Area 4: May 2028 to November 2028

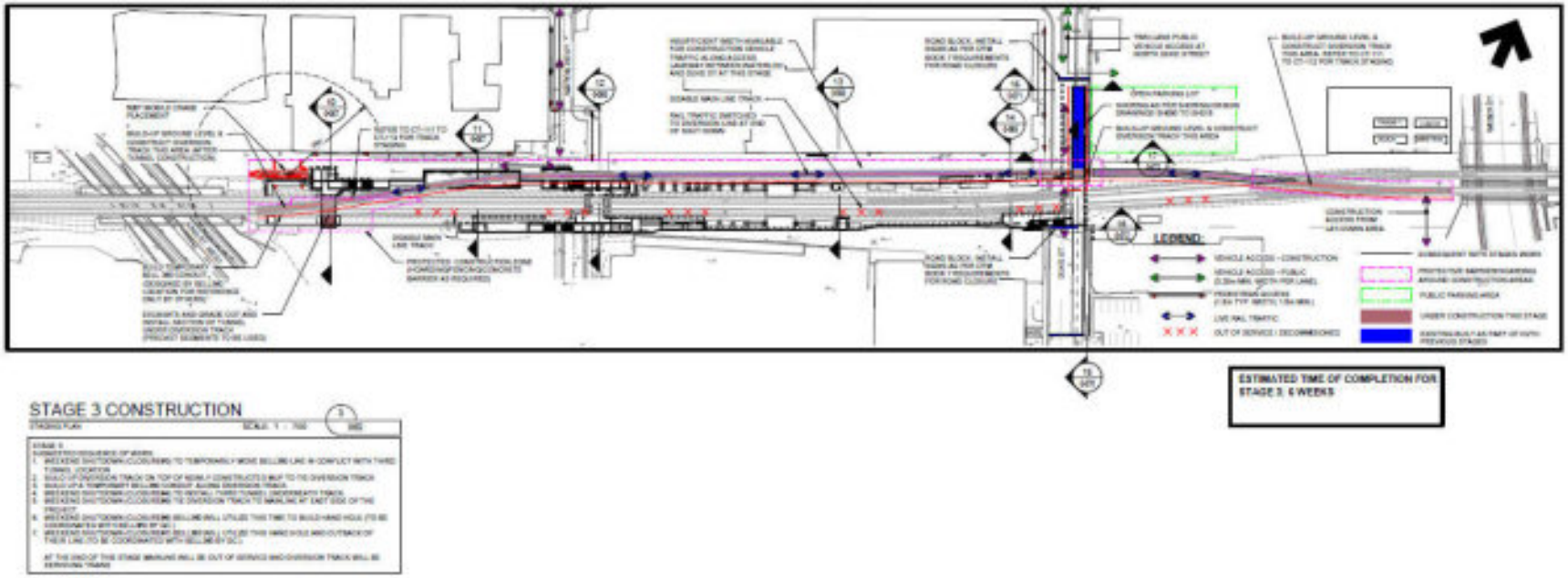
Construction of bus loop connection from Duke St., final grading of MUP Duke St. Bypass.

Area 5: May 2028 to November 2028

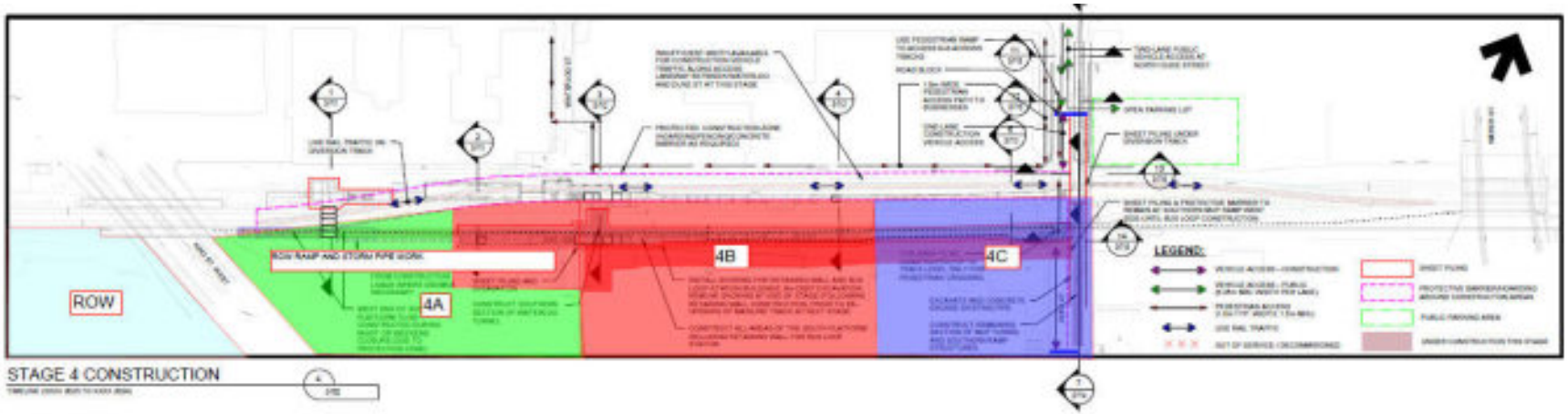
Compensation Parking Construction to be the last component completed from May 2028 to November 2028.

Area 5 to be used for construction staging once work commences for Metrolinx, July 2025 to May 2028.

Metrolinx Construction:



Metrolinx to occupy 123 Breithaupt from August 2025 to March 2029.



Metrolinx construction on the south side of the rail corridor to start west at King St. and progress east to Duke St. The Region works will follow as Metrolinx exits the area.

The area from 50 Victoria St. to 70 Victoria St. will be in transition over the course of April 2026 to November 2028. Metrolinx is occupying 123 Breithaupt and for reasons related to the Ontario Health and Safety Act, the Region does not want to overlap construction sites with Metrolinx to maintain consistency on who is the constructor. 100 Victoria is the only parcel of land that will not be in transition over the course of the project until the very end.

Court File No. CV-25-00000750-0000

THE REGIONAL MUNICIPALITY OF WATERLOO Applicant	-and-	PERSONS UNKNOWN AND TO BE ASCERTAINED Respondents

ONTARIO
SUPERIOR COURT OF JUSTICE

PROCEEDING COMMENCED AT
WATERLOO REGION

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APPLICATION RECORD

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