



Sent via email: [gaskellm@whitby.ca](mailto:gaskellm@whitby.ca)

November 23, 2023

Matthew Gaskell  
Chief Administrative Officer  
Town of Whitby  
575 Rossland Road East  
Whitby, ON  
L1N 2M8

**The Regional  
Municipality of  
Durham**  
Office of the Chief  
Administrative Officer

605 Rossland Rd. E.  
Level 5  
PO Box 623  
Whitby, ON L1N 6A3  
Canada  
905-668-7711  
1-800-372-1102  
durham.ca  
**Elaine Baxter-Trahair**  
**B.M. Edu, MBA**  
Chief Administrative  
Officer

Dear Mr. Gaskell:

### **1635 Dundas Street, Whitby – Agreement**

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I want to thank the Town of Whitby and their staff for the opportunity to reach the attached agreement on 1635 Dundas which best achieves the requirements of local residents, the Town and the Region. After many hours of meetings and discussions with members of staff and at our respective councils, the Region must now move forward with the shelter project when it is ready to open on or after December 15, 2023.

As part of the Region's commitment to a good faith engagement with the Town of Whitby on this matter, I want to be transparent and advise that the Region views the agreement proceeding to Whitby Council for consideration as a final agreement.

I anticipate receiving direction from Regional Council to approve this agreement as presented and proceed with the opening of the shelter, whether an agreement is in place or not. The Region will operate the shelter to the highest standards and will provide a Community Liaison Committee regardless of whether or not there is an agreement. However, I would encourage the Town of Whitby to give careful consideration to the agreement as presented.

We acknowledge and accept that Whitby will consider this agreement as part of the public agenda for Whitby Town Council at a meeting scheduled for November 27, 2023, and you have the Region's consent to do so. If Whitby Town Council approves the agreement, the agreement will be presented to Regional Council in closed session, with the final agreement to be made public upon approval and execution.

This is consistent with the Region's practice for agreements.

We would once again like to thank members of your staff and Council for their diligent and thoughtful work on this agreement and look forward to our continued partnerships with the Town of Whitby to work together to keep our communities safe, healthy and growing. Together, we maintain Durham's reputation as a community where equitable, high-quality services are available to everyone.

Sincerely,

Original Signed By:

Elaine Baxter-Trahair  
Chief Administrative Officer

cc Frank Santaguida, City Solicitor, Town of Whitby  
Chris Harris, Clerk, Town of Whitby  
Stella Danos-Papaconstantinou, Commissioner of Social  
Services, Durham Region  
Jason Hunt, Regional Solicitor & Director, Legal, Durham Region  
Alexander McPherson, Solicitor, Durham Region

This agreement dated November \_\_\_\_, 2023 (the “**Agreement**”)

**BETWEEN:**

**THE CORPORATION OF THE TOWN OF WHITBY**  
**(“Whitby”)**

and

**THE REGIONAL MUNICIPALITY OF DURHAM**  
**(“Durham Region”)**

**Purpose**

This agreement relates to the use of 1635 Dundas Street East, Whitby, as a shelter, as well as other future housing and other current or future uses for the shelter.

**Recitals**

- A. Durham Region is the registered owner of those lands and premises legally described as Part Lot 20, Concession 1, being all of PIN 26513-0006 (LT), in the Town of Whitby, Regional Municipality of Durham and municipally known as 1635 Dundas Street East, Whitby, Ontario.
- B. Whitby is responsible for various municipal parks including those surrounding the lands and premises municipally known as 1635 Dundas Street East, Whitby, Ontario.
- C. Durham Region is the housing and homelessness system manager responsible for planning, designing and delivering services to people either directly or through delivery partners with federal, provincial and local funding. The system is required to provide adequate housing for residents of Durham Region, which includes all forms of housing including warming centres, shelters, supportive housing, transitional housing, community housing, rent geared to income housing and affordable housing.
- D. Durham Region and Whitby recognize that the housing and homelessness system manager and service providers are experts and dedicated professionals in their field who plan, design and deliver services to members of our communities according to evidence-based best practices.
- E. The right to the provision of accommodation free from discrimination is provided for under the Ontario Human Rights Code and Durham Region and Whitby, as municipal governments, are obligated to meet these requirements.
- F. Homelessness has been recognized as a crisis in Durham Region, including within Whitby. Whitby and Durham Region intend that if a shelter space exists and it is available, then a person will not be left unsheltered as a result of this Agreement.
- G. Durham Region and Whitby have received and acknowledge the concerns raised by members of the local community and intend to address those concerns to the fullest extent possible using the resources available.

- H. Durham Region and Whitby will continue to work co-operatively and in good faith with each other as municipal governments and with members of the community, including locally elected representatives, to ensure engagement with the community and to meet the needs of the community.

**THEREFORE, Durham Region and Whitby agree that:**

**Definitions**

1. The terms set out below mean the following in the context of this Agreement:
  - a. **1635 Dundas Property:** the lands and premises legally described as Part Lot 20, Concession 1, being all of PIN 26513-0006 (LT), in the Town of Whitby, Regional Municipality of Durham and municipally known as 1635 Dundas Street East, Whitby, Ontario.
  - b. **By-Name List:** A By-Name List is a real-time list of people experiencing homelessness across the service manager area that can connect people to services and supports they need and can create a foundation for better service coordination.
  - c. **Dundas Street Shelter:** The Low-Barrier Shelter Space component of the existing building owned by Durham Region located at the 1635 Dundas Property.
  - d. **Low-Barrier Shelter Space(s):** A space in a shelter for a Shelter Occupant which is provided in a manner that aims to remove systemic barriers to make the shelter more accessible for the most vulnerable community members (i.e., Shelter Occupants) who face systemic barriers to have a safe and secure place to sleep and access services.
  - e. **Mental Health Outreach Program (“MHOP”):** A program funded by Durham Region and staffed with appropriately trained personnel which provides community outreach and crisis response directly to members of the community with mental health needs.
  - f. **On-Site Services:** Those services which are available to Shelter Occupants directly on site at the Dundas Street Shelter. On-Site Services could include:
    - i. Daily living services: showers, cooking, laundry, daily programming, including housing-focused case management services, assistance connecting Shelter Occupants to health services; counselling; and vocational, educational and financial planning.
  - g. **Paramedic Community Outreach Program (“PCOP”):** A program funded by Durham Region and staffed with appropriately trained personnel which provides community outreach and crisis response directly to members of the community with a variety of needs including health, addiction and housing needs.
  - h. **Shelter:** A shelter provides shelter spaces free of discrimination on the basis of any of the protected grounds under the Ontario Human Rights Code and other Ontario laws.
  - i. **Shelter Occupant(s):** A person experiencing homelessness who would seek or is occupying a Low-Barrier Shelter Space in the Dundas Street Shelter, which could include, but is not limited to, the following persons:
    - i. persons on the By-Name List;
    - ii. persons with a physical disability or other disability including an addiction to drugs or alcohol who may not be eligible for other shelter programs and who

- have treatment and other service requirements that cannot be met at informal or community shelters;
  - iii. persons experiencing homelessness who have pets;
  - iv. couples or families requiring space that is not designed only for single residents;
  - v. persons from the LGBTQ2S+ community who may experience discrimination or harassment at other shelters either as a result of the policies of the provider or from other residents;
  - vi. older single men and women;
  - vii. single parent families;
  - viii. two parent families;
  - ix. individuals discriminated against by landlords and unable to access shelter/housing;
  - x. families with special circumstances such as multi-generational families, person with family members experiencing mobility challenges; and/or
  - xi. youth without parental support.
- j. **Supervised Consumption Site:** (i) A clinical space for people to bring their own drugs to use in the presence of trained health professionals (ii) that Health Canada has issued a subsection 56.1 (1) site exemption from the *Controlled Drugs and Substances Act* only after receiving the support of the local municipality and the provincial government.
- k. **Wrap Around Services:** The Dundas Street Shelter will carry out an assessment of each Shelter Occupant on intake to connect and refer Shelter Occupants directly to a variety of services as appropriate for their needs. Some of these services will be available and offered directly onsite, while others will be more appropriately provided virtually or offsite. The services which will be available to Shelter Occupants based on their needs and will include, but may not be limited to:
  - i. income support programs;
  - ii. employment opportunities;
  - iii. education and training;
  - iv. medical and mental health services;
  - v. alcohol and drug treatment programs;
  - vi. counselling;
  - vii. ID clinics;
  - viii. assistance with securing long-term housing;
  - ix. assistance with clothing/furnishings;
  - x. adult/children's protective services;
  - xi. legal services, as required;
  - xii. veterinary services, as required;
  - xiii. basic financial planning; and/or
  - xiv. Housing First Workers to support with transitional or permanent housing.

## **Shelter**

2. The building, formerly Sunnycrest Nursing Home, located at the 1635 Dundas Property, will be partly used as a Low-Barrier Shelter as a first phase of Durham Region's use of the building. In addition to a shelter, Durham Region intends to fully utilize the remaining existing building space at the 1635 Dundas Property with additional uses, as set out beginning in section 32 below, contemplated in at least one or more future phases.
3. Durham Region shall not open the Dundas Street Shelter before December 15, 2023.
4. Durham Region will use best practices including coordinated access, intake and data collection to support efficient access to the Dundas Street Shelter for people experiencing homelessness. This intake process includes a code of conduct and orientation for Shelter Occupants to require that Shelter Occupants not only comply with local laws and by-laws, but also act as good neighbours in the community.
5. Durham Region shall provide Wrap Around Services for individuals as well as On-Site Services for Shelter Occupants at the Dundas Street Shelter.
6. Durham Region will provide priority at the Dundas Street Shelter for the placement of potential Shelter Occupants within the Whitby community, including but not exclusively for people who are on the By-Name List who have provided an address in Whitby.
7. Durham Region shall not operate more than 45 Low-Barrier Shelter Spaces at the Dundas Street Shelter.
8. As Durham Region continues to expand and utilize the building space beyond phase one at the 1635 Dundas Property in one or more future phases, Durham Region shall not operate more than 45 Low-Barrier Shelter Spaces, nor additional shelter spaces of any kind, at the Dundas Street Shelter, nor on the remainder of the 1635 Dundas Property.
9. During the first year of operations Durham Region will meet with Whitby's CAO and Mayor monthly for regular updates as requested by the Mayor or CAO. Durham Region as represented by the Chair, CAO, Commissioner of Social Services (and other Regional staff as appropriate), must attend Whitby Council in an open forum upon invitation and up to three times within the first year of operation.

## **Safety and Security of Shelter Occupants and the Community**

10. The parties acknowledge that a Low-Barrier Shelter Space is not a "no barrier" shelter space. Living in community with other people means following the enforceable principles of a code of conduct (those principles set out in Attachment C).
11. Durham Region shall present information to the Community Liaison Committee (established in section 23, below and according to the Terms of Reference in Attachment B) on various Durham Region resources and how to access those resources, including security, outreach services, Housing Crisis Team, myDurham 311, and others.

12. Durham Region acknowledges Whitby's commitment to the following:
  - a. Prior to the end of the second quarter of 2024, Whitby shall undertake a review of its by-laws to determine whether additional by-laws are required or existing by-laws need to be amended to address public nuisances that may arise as a result of the Dundas Street Shelter.
  - b. For the area identified in Attachment D:
    - i. consider all feedback received from the CLC associated with park and trail facilities and future park improvement plans;
    - ii. consider providing lighting within certain locations of municipal parks;
    - iii. consider alternative surfacing for playgrounds within certain locations of municipal parks;
    - iv. undertake, by the end of 2024, a safety and security audit of park and trail facilities using the Crime Prevention Through Environmental Design (CPTED) as a benchmark; and
    - v. review the lighting plan for the streetscapes to ensure that they meet the current lighting requirements in accordance with the CPTED guidelines.
13. Prior to the opening of the Dundas Street Shelter, and for any future phase, Durham Region shall design and construct the building at the Dundas Street Shelter and site to meet the principles of Crime Prevention Through Environmental Design to maintain the safety and security of the 1635 Dundas Property, which may include lighting, security cameras, landscaping and other physical features.
14. Durham Region shall use physical design and operational strategies to mitigate impacts to, and maintain the safety of, neighbouring residents, particularly those directly adjacent to the 1635 Dundas Property.
15. Upon the opening of the Dundas Street Shelter, Durham Region will provide on-site security 24 hours per day and 7 days per week for the Shelter Occupants at the Dundas Street Shelter and this security will remain in place at the 1635 Dundas Property for as long as the Dundas Street Shelter is in operation.
16. In addition to on-site security, Durham Region has a mobile security team for Durham shelters which will patrol each day and night both at the 1635 Dundas Street Property and its general vicinity as identified in Attachment D.
17. Upon the opening of the Dundas Street Shelter, Durham Region will provide a location for outreach teams, including MHOP and PCOP onsite at the Dundas Street Shelter.
18. Prior to the opening of the Dundas Street Shelter, Durham Region and Whitby will obtain publicly available information from Durham Region Police Services to support tracking statistics and trends related to crime, complaints, service calls, and other data that may be relevant to the provision of municipal services in the area surrounding the 1635 Dundas Property, taking into consideration the area identified on the map in Attachment D.

19. Durham Region and Whitby will add any other relevant and publicly available information to this research including non-police data from Region of Durham Paramedic Services, Health Neighbourhoods, local bylaw, by-law enforcement, parks and public works and other available sources. Any information which can be made public in compliance with MFIPPA will be made public and will be provided to the Community Liaison Committee for input and feedback. In addition, Durham Region will provide information to the Health and Social Services Committee as appropriate for further review and direction.
20. Durham Region will make public and post the contact phone numbers for an operator, facilities, security, and the Homeless Help Line to reach the Dundas Street Shelter or the appropriate Regional or operator contact 24 hours per day and 7 days per week at the 1635 Dundas Property. Durham Region shall maintain these contact phone numbers and ensure the information is available to residences and businesses for as long as the Dundas Street Shelter is in operation.
21. Prior to the opening of the Dundas Street Shelter, Durham Region will design and construct two designated outdoor smoking areas at the 1635 Dundas Property in accordance with the Regional Smoking and Vaping By-law No. 28-2019, as amended. These designated smoking areas must be located no closer than 9 metres from any entrance to the building or neighbouring residential properties and will be located onsite at the 1635 Dundas Property to reduce and mitigate any impact on the sidewalk or neighbouring residential and commercial properties. Smoking areas will be cleaned and maintained to a Regional standard.
22. Durham Region shall not construct any new or additional pedestrian or vehicular accesses to Greenfield Crescent from the 1635 Dundas Property.

### **Community Engagement and Improvements**

23. Prior to the opening of the Dundas Street Shelter, Durham Region shall establish and support a Community Liaison Committee with representatives from the community and Whitby, supported by Durham Region staff, as set out in the draft Terms of Reference in Attachment B.
24. For clarity, and in addition to Attachment B, the mandate of the Community Liaison Committee is to share and disseminate information, identify issues and concerns that impact area residents, develop ongoing communications protocols between the community and Durham Region as well as the Supportive Housing Operator and identify risk and risk mitigation strategies. The Community Liaison Committee is established by Durham Region in accordance with Attachment B. Community Liaison Committee members are guided by the approved Terms of Reference. For additional clarity, the Community Liaison Committee can provide feedback and advice, but cannot direct the expenditure of funds or the activities of Regional Staff.
25. Durham Region and Whitby acknowledge that public areas in the community including but not limited to roads, sidewalks, boulevards, bus shelters and public parks should be available for enjoyment and use of the public, that these should be maintained at the level of service as of the date of this Agreement, and should be free of additional refuse, shopping carts and luggage including but not limited to garbage, debris, temporary shelter materials, drug paraphernalia (including needle sharps) and portable heating implements. Durham Region and Whitby further acknowledge that:



- a. Durham Region and Whitby will work together to address the concerns above.
  - b. Whitby agrees to provide additional resources to address the concerns set out above on both public and private residential property and provide resources for the removal and disposal of drug paraphernalia (including needle sharps) within private residential property directly for the area within Whitby identified in Attachment D.
  - c. Durham Region will share the cost of any incremental services for the general area identified in Attachment D on an equal cost sharing basis (i.e., Durham Region and Whitby will each pay 50% of the incremental cost increase resulting from the additional work needed to address additional garbage, debris, etc.) up to an upset limit of \$500,000.00, which the parties shall use to cover incremental costs of the above-noted services. Data on these services will be provided to the Community Liaison Committee for their review and input.
26. Prior to the opening of the Dundas Street Shelter and in consultation with Whitby Planning Staff, Durham Region will construct a three metre (ten foot) privacy fence on the 1635 Dundas Property to separate the Dundas Street Shelter from adjacent residential properties on Greenfield Crescent. Durham Region will locate this fence entirely on Region-owned property.
  27. Prior to the construction of a fence on the 1635 Dundas Property, Durham Region will engage directly with adjacent neighbouring property owners through various methods.
  28. The parties shall cooperate and coordinate their public art programs to beautify the public facing surface of the fence along Greenfield Crescent.
  29. Prior to the opening of the Dundas Street Shelter, Durham Region will consult with Whitby and provide funding for landscaping, greenery and other features on Whitby's property which may soften the visual impact of the fence, with that landscaping to be done in the second quarter of 2024.
  30. Prior to the opening of the Dundas Street Shelter, Durham Region will coordinate a walkaround of the properties owned or maintained by Whitby around or adjacent to the 1635 Dundas Property to identify any community safety issues which require attention. Durham Region will pay the cost of any trimming of any trees, bushes or shrubs and maintenance recommended for the properties owned or maintained by Whitby identified as a part of the walkaround on a one-time basis.
  31. Prior to the opening of the Dundas Street Shelter, Durham Region will co-ordinate and carry out a walkaround of Greenfield Crescent to identify any community safety issues. Durham Region will invite representatives of the Community Liaison Committee and a representative from Durham Region Police Services to attend. Durham Region will report the recommendations of the walkaround to the Community Liaison Committee.

#### **Future Phases – Consultation, Additional Housing and Other Uses**

32. Durham Region intends to fully utilize the remainder of the site for housing and related purposes as a part of one or more future phases. As noted in sections 7 and 8, Durham Region will abide by the cap outlined in this Agreement and shall not allocate more than 45 shelter

spaces at the 1635 Dundas Property.

33. Durham Region does not intend to apply for a Supervised Consumption Site at the 1635 Dundas Property and acknowledges that the endorsement of Whitby Council is required for a Supervised Consumption Site to be located at the 1635 Dundas Property under the *Controlled Drugs and Substances Act* and the Ontario Ministry of Health and Long Term Care policies.
34. Additional uses under consideration for any future phase may also include:
  - a. partnership space with other public institutions including but not limited to universities, colleges, hospitals and community health care and community organizations;
  - b. classroom space;
  - c. community space (e.g. meeting rooms); and/or
  - d. community legal clinic.
35. Whitby acknowledges that as of the date of this Agreement, additional uses under Durham Region's consideration for any future phase include:
  - a. additional affordable housing and supportive housing; and
  - b. Regional office space.
36. The parties acknowledge that Durham Region has begun consultation to explore additional phases and uses for the 1635 Dundas Property and Durham Region shall continue to engage with the community throughout the consultation process. Whitby acknowledges that Durham Region must remediate the 1635 Dundas Property and keep it in a state of good repair while this consultation continues. Durham Region shall include the following as a part of the consultation for any future phase:
  - a. a third-party consultant will be engaged to develop proposed building plans for public input, adjusting these plans as necessary;
  - b. Whitby staff representative(s) will be included throughout the project development and engagement process;
  - c. public engagement in a variety of formats will continue for public input which could include town halls, focus groups, virtual meetings and surveys;
  - d. update Durham Regional Council or the appropriate committee of council with proposed plans in the Spring of 2024;
  - e. the intention to present to Whitby Council in Summer/Fall of 2024 regarding the next phase proposal(s) for Whitby Council's review and feedback prior to any final report presented to Durham Regional Council; and
  - f. taking feedback from that public engagement and presentation to Whitby Council into consideration to present a final report for Durham Regional Council's consideration.
37. An outline and workplan of the process of consultation and public engagement will be provided to Whitby when it is available from the consultant.

### **Housing and Homelessness Support**

38. Durham Region commits to work with all local municipalities on a protocol designed to connect persons living unsheltered, particularly persons living unsheltered outside in public spaces with

formal shelter and supportive and other housing services. This protocol will involve cooperation between the local and regional levels and include multi-disciplinary approaches involving community safety, social services, housing and health services.

### **General Conditions**

39. Durham Region's obligations under this Agreement are subject to the condition that Whitby does not pass an interim control by-law prohibiting the use of land, buildings or structures on the 1635 Dundas Property for the Dundas Street Shelter under the *Planning Act*, or a by-law that would otherwise have that purpose or effect.
40. Attachments A, B, C, and D form part of this Agreement.
41. Durham Region and Whitby mutually agree that each municipality shall be responsible for its own losses in the event of, resulting from, or arising out of either municipality's omissions, or failure to exercise reasonable care, skill or diligence in the performance or rendering of any work or service required to be performed by Durham Region, Whitby or both, its agents and employees, under this Agreement.
42. Should any actions, claims, demands, losses, costs, damages, suits or proceedings whatsoever be brought against or made upon Durham Region or Whitby under this Agreement, resulting in any losses, liabilities, judgments, claims, suits, demands or expenses sustained against Durham Region or Whitby, Durham Region and Whitby agree that each municipality shall independently be responsible for its own costs, liabilities and damages.
43. Should any actions, claims, demands, losses, costs, damages, suits or proceedings whatsoever be brought against or made upon both Durham Region and Whitby under this Agreement, resulting in any losses, liabilities, judgments, claims, suits, demands or expenses sustained against Durham Region and/or Whitby, Durham Region and Whitby agree that each municipality shall be responsible for its proportionate share of the liabilities and damages as determined either through a judgment against Durham Region and/or Whitby, or as otherwise agreed to in writing between Durham Region and Whitby.
44. Sections 41 to 43 are not intended to have any effect on the insurance coverages, policies, and conditions held by Durham Region or Whitby through the Durham Municipal Insurance Pool.
45. Durham Region shall not assign or subcontract this Agreement, in whole or in part, or any or all of the rights or obligations without Whitby's prior written consent, which consent may be withheld, or given subject to such terms and conditions as Whitby may impose. Despite the fact that Whitby consents to an assignment or subcontract, the assignment or subcontract will not release or relieve Durham Region from its obligation to Whitby or from the performance of its conditions and obligations in this Agreement.
46. Despite section 45, Durham Region may subcontract with one or more entities for the purposes of providing:
  - a. Day-to-day shelter operations;
  - b. On-Site Services; and/or
  - c. Wrap Around Services.

47. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original but all of which taken together constitute an original agreement and will be effective when one or more counterparts have been signed by each of the parties to the Agreement and delivered to each of the parties.
48. This Agreement constitutes the entire agreement between the parties pertaining to the subject matter of this Agreement and supersedes any and all prior agreements, undertakings, negotiations and discussions, whether oral or written, pertaining to the subject matter of this Agreement.
49. The parties acknowledge that the information collected, used or disclosed under this Agreement is subject to the *Municipal Freedom of Information and Protection of Privacy Act* ("MFIPPA") and all applicable federal or provincial legislation, regulations and standards relating to the collection, use and disclosure of information.
50. Any notice required to be given or served on either party under this Agreement must be in writing and delivered personally, electronically or by prepaid registered mail, addressed to Durham Region or Whitby respectively as set out below. Service of notice is effective on the next business day following the date of personal delivery, electronic delivery or, in the case of a registered letter, on the third business day following the date of mailing.

to Durham Region at: The Regional Municipality of Durham  
605 Rossland Road East  
Whitby, Ontario L1N 6A3  
Attention: Commissioner, Social Services  
Regional Solicitor  
Email address: [CAO@durham.ca](mailto:CAO@durham.ca)

to Whitby at: The Corporation of the Town of Whitby  
575 Rossland Road East  
Whitby, Ontario L1N 2M8  
Attention: Director, Strategic Initiatives  
Commissioner of Legal and Enforcement  
Services/Town Solicitor  
Email address: [CAO@whitby.ca](mailto:CAO@whitby.ca)  
[Legal@whitby.ca](mailto:Legal@whitby.ca)

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

51. Any provision of this Agreement held to be invalid, void, illegal or unenforceable is ineffective to the extent of such invalidity, illegality, or unenforceability without affecting the validity, legality or enforceability of the remaining provisions of this Agreement.
52. This Agreement is enforceable against the parties, their heirs, executors, administrators, successors and permitted assigns.

53. Time is of the essence in this Agreement.
54. No action or failure to act by Durham Region or Whitby is a waiver of any right or duty afforded under the Agreement or law, nor shall any such action or failure to act constitute an approval of, or acquiescence in, any breach, except as may be specifically agreed to in writing.
55. The parties will work in good faith to resolve any disagreements arising out of this agreement. The parties will use a phased resolution process starting with direct staff-to-staff meetings, escalating if necessary to senior leadership, the CAOs and concluding with the Mayor of Whitby and the Regional Chair, if required.
56. This agreement is governed by the laws of the Province of Ontario and Canada.

*(the remainder of this page is left intentionally blank)*

This Agreement is effective on the date stated in the introductory clause.

Authorized by:

**THE REGIONAL MUNICIPALITY OF DURHAM**

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Name:  
Title:

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Name:  
Title:

Authorized by:

**THE CORPORATION OF THE TOWN OF WHITBY**

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Name:  
Title:

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Name:  
Title:

## Attachment A - Description of Site Features, Policy and Services

1. Durham Region plans, designs and delivers services to people either directly or through delivery partners utilizing an intake policy based on best practice to satisfy the following criteria – safety, service needs of shelter residents. A copy of the intake policy for the shelter will be made available to the Community Liaison Committee. Individual decisions made under the intake policy are subject to protection under MFIPPA.
2. Durham Region will have oversight of the operation, security, and maintenance of the Dundas Street Shelter and the 1635 Dundas Property.
3. On-site security presence 24 hours per day, 7 days per week. Security will also be available offsite 24/7 through the Durham Regional security service available to all Regional facilities. On-site and in-person response to security incidents will be provided in accordance with Durham Region’s security standards applicable to all Durham Region facilities, with on-site facilities personnel, as well as at least one back up, as required when the facilities personnel is unavailable. On-site security will be provided 24 hours per day, 7 days per week at the 1635 Dundas Street Property. The level of onsite security may be adjusted according to needs and risks, and included as a component of regular operational reviews. Durham Region will provide an annual report of the state of on-site security at the 1635 Dundas Property to the Community Liaison Committee. Any changes to the provision of security services at the 1635 Dundas Property will be immediately reported to Whitby.
4. Durham Region will provide a 24 hour per day, 7 day per week phone number and email address to be administered by the Region’s security staff and the building manager for residents, by-law enforcement and the public in general. This phone number and email address will be for security monitoring and incident investigation, and will be open to the public who have questions, concerns or complaints relating to the Dundas Street Shelter or the 1635 Dundas Property overall.
5. Durham Region will install on-site appropriate surveillance systems as deemed appropriate by security professionals. The surveillance systems will include CCTV cameras in appropriate interior common areas of the building and on the exterior of the building and site in accordance with Regional standards. The CCTV coverage will conform with Human Rights Code and the security systems will be updated with Cameras, as appropriate.
6. Durham Region will provide on-site illumination to the exterior of the existing building and 1635 Dundas Property site in compliance with Building Code requirements, as well as Crime Prevention Through Environmental Design (“CPTED”) recommendations. Subject to meeting the CPTED recommendations, Durham Region will strive to achieve minimal light excursions from the 1635 Dundas Property onto neighbouring properties through the use of shielding and other design considerations.
7. Durham Region will install appropriate property features to enhance privacy and meet the needs of both local residents and shelter residents. That includes a fence up to a maximum of 3 metres (10 feet) in height on portions of the 1635 Dundas Property where this is appropriate based on existing and planned landscaping, and in consultation with Whitby.

8. Durham Region will provide Wrap Around Services, On-Site Services as well as service navigation to other services available off-site for shelter occupants. A list of those services includes but is not limited to: employment services, housing services, health services, mental health services, treatment including treatment for drug and alcohol addiction, counselling, family services, and legal services.



## Attachment B – Community Liaison Committee Terms of Reference

### TERMS OF REFERENCE

#### 1635 Dundas Project Housing and Homelessness Community Liaison Committee

##### 1. Introduction

The 1635 Dundas Project Housing and Homelessness Community Liaison Committee (“CLC”) is being formed for the purpose of sharing information, concerns, and mitigation strategies and to promote the successful integration of the Dundas Street Shelter as well as the further development of the 1635 Dundas Property and its residents within the broader Whitby community. The CLC will comprise of the Director of Income, Employment and Homelessness Supports for the Region of Durham and up to 15 representatives from the Whitby community who will represent the broader community. This document sets out the Terms of Reference for the CLC (the “Terms of Reference”).

##### 2. Background

In order to address the urgent need for shelter, supportive, transitional housing, Durham Regional Council approved the purchase and development of the 1635 Dundas Property, the initial priority that was set out as part of the project is a low barrier shelter for 45 people. The 1635 Dundas Property and building is owned by the Region of Durham. The development of the site will be coordinated by Regional staff. Day-to-day operations of the shelter services will be offered in partnership with a third-party service provider. 24/7 support will be provided to Shelter Occupants. Community input and data is being used to develop additional housing services and supports available at the site.

##### 3. Mandate

The mandate of the CLC includes:

- to share and disseminate information,
- identify issues and concerns that impact area residents,
- identify and discuss solutions to those issues and concerns, and
- develop ongoing communications protocols between the community, the Region, and the service providers working within the site and identify risk and risk mitigation strategies.

The CLC is established by Durham Region in accordance with these Terms of Reference. Committee members are guided by the approved Terms of Reference.

##### 4. Responsibilities of the Community Liaison Committee

In fulfilling their mandate, CLC members will be responsible for the following:

- attending and participating in all CLC meetings,
- complying with Durham Region’s Code of Conduct,
- sharing information and contributing to a meaningful dialogue in good faith, and
- providing input to promote the successful integration of this project and its residents within the broader community.

##### 5. Responsibilities of the Regional Municipality of Durham

In fulfilling its mandate, Durham Region will be responsible for the following:

- appointing community members to the CLC in accordance with the Terms of Reference,

- maintaining the list of CLC membership,
- scheduling the CLC meetings, issuing meeting invitations and agendas to CLC members,
- providing the CLC with relevant project information in a timely manner,
- producing minutes for each CLC meeting within two weeks of each meeting. Meeting minutes will include:
  - a summary of information provided by Durham Region or other committee members at the meeting;
  - a summary of concerns raised, questions asked, or comments made by the members of the CLC;
  - a summary of responses at the meeting to the concerns raised, questions asked, or comments made, if any; and
  - any follow-up steps to be taken by the Region or CLC members as a result of the meeting,
- post the approved Terms of Reference, agenda and minutes on Durham Region’s website, and
- provide these minutes to Whitby’s Chief Administrative Officer.

**6. Community Liaison Committee Membership**

The CLC will be comprised of up to 15 community representatives who best represent the broader community and who have an interest in the Dundas Street Shelter and the development/operation of the 1635 Dundas Property, as well as a number of Technical Advisors including representatives from Whitby, Durham Regional Police Service, a service provider, etc. The detailed composition of the CLC is set out in Table 1, below.

Durham Region will appoint the 15 community representatives to the CLC based on where they live or work in proximity to the 1635 Dundas Property, their input, background and familiarity with the Dundas Street Shelter and the overall project at the 1635 Dundas Property.

Other advisors such as community groups and/or technical consultants may attend meetings as required based on issues to be discussed at each meeting. The Director, Income, Employment and Homeless Services for the Region of Durham will act as Co-chair with the second chair being selected by the CLC. A meeting of the CLC will continue to proceed even if not all Technical Advisors are able to attend.

**Table 1: Composition of the CLC**

| <u>Number of Persons</u> | <u>Community Member</u>  | <u>Role</u>      |
|--------------------------|--|------------------|
| At least 2               | Whitby community members with lived experience   | Committee Member |
| At least 2               | Local Whitby Business Owner/Representative, which may include a member of the Whitby Chamber of Commerce or local Business Improvement Association | Committee Member |
| Up to 10                 | Residents of the Local Whitby Community  | Committee Member |
| 1                        | Durham Region Director, Income, Employment and Homelessness Supports Services  | Committee Member |

|            |   |                      |
|------------|---|----------------------|
| At least 1 | Representative of Service Provider at Dundas Street Shelter   | Technical Advisor    |
| At least 1 | Whitby Staff Member (Chief Administrative Officer, or designate)  | Technical Advisor    |
| At least 1 | Whitby Fire Representative  | Technical Advisor    |
| At least 1 | DRPS Representative   | Technical Advisor    |
| As needed  | Other Durham Region staff from Regional departments, which may include Region of Durham Paramedic Services, Durham Region Health Department and other staff | Technical Advisor(s) |
| As needed  | Other future phase Service Providers  | Technical Advisor    |

**7. Community Liaison Committee Meetings and Community Member Terms**

The CLC will be created prior to the opening of the Dundas Street Shelter and will be in effect during project development and operations. The group will stay in effect for as long as the Dundas Street Shelter remains in operation and the operation of other programs by Durham Region’s Social Services Department. The Terms of Reference will be updated once the building is fully retrofitted and operational.

CLC meetings will be held in a setting and manner that is compliant with accessibility requirements and public health guidelines. Hybrid or virtual meetings may also be held, if required. Meetings will be scheduled monthly with a minimum of 9 meetings a year, or at such other interval determined by the CLC. The Region will track and schedule CLC meetings.

Members of the Community Liaison Committee shall be appointed for a 2-year term, and may be reappointed for consecutive terms.

**8. Changes to the Terms of Reference**

The CLC may recommend changes to the Terms of Reference if a consensus is reached by the CLC and the CLC makes a resolution outlining the changes recommended. The changes to the Terms of Reference will be provided to Durham Region and Whitby for review, who may formalize those changes through an amendment to the Agreement.

**9. General Guidelines for the Community Liaison Committee**

The CLC is a liaison group established to share and disseminate information, identify issues and concerns that impact area residents, identify and discuss solutions to those issues and concerns, and develop ongoing communications protocols between the community and Durham Region as well as the service provider and identify risk and risk mitigation.

While the CLC will provide input to Durham Region throughout the development of the 1635 Dundas Property, final decisions about the Dundas Street Shelter operating procedures and project development the of 1635 Dundas Property will rest with Durham Region in accordance with the terms of this Agreement.

Durham Region recognizes that there are diverging views with respect to the Dundas Street Shelter and the 1635 Dundas Property, and that the CLC may not reach consensus on all discussion topics. Any

disagreements with respect to Durham Region's decisions will be documented in the meeting minutes. Anytime a consensus emerges during discussion, it will also be documented in the meeting minutes.

Durham Region will incorporate the CLC's input, as appropriate, and will ensure that CLC feedback and input is recorded in the meeting minutes. Where Durham Region chooses a different course of action on an issue or concern, the CLC will be provided with an explanation of Durham Region's decision.

All CLC meetings will be co-chaired by a chair selected from the CLC and the Director Income, Employment and Homelessness Supports Division for the Region of Durham. The chairs' role is to conduct these meetings in an objective and neutral manner that provides all participants with a fair opportunity to participate in the discussions.

Minutes will be taken by a resource to be provided by the Region. CLC members will approve all minutes at the commencement of each meeting.

### **Discussion Ground Rules**

All CLC members are encouraged to express their views in a respectful manner. CLC members must feel free to express these ideas without fear of being misrepresented or misquoted outside of the meetings. Once an issue or problem has been dealt with, the issue is closed and should not be reintroduced at subsequent times unless new information is tabled that makes a compelling case for the issue to be revisited. Dissatisfaction with the conclusions is not reason enough to revisit the issue or problem.

All CLC members must agree to be respectful of each other, both online and offline, including being respectful of the opinions, positions, and legitimacy of each others' experiences, roles and responsibilities. This does not mean they have to agree with each other, but simply respect each other's rights to be there and to hold different opinions. The approach should be one of critiquing ideas in a respectful manner, not individuals personally.

All participants should treat each other as equals.

Should a chairperson determine that the meeting is not being conducted in a respectful manner, a chairperson shall have the authority to temporarily adjourn the meeting to allow members space to regain their composure, or end the meeting early.

### **Some Information Not for Distribution**

By and large, most of the information presented by Durham Region will be available for public distribution. However, there may be some information that members will be asked not to distribute because it is draft in nature at a given point in time. Members agree to not share this information explicitly through their participation in the CLC or in any online fora or social media groups. Any comments on draft materials must only be issued to Durham Region.

### **Spokesperson for the CLC**

CLC members are encouraged to provide input and comments to the project team. It should be noted that materials that are presented to the CLC members (apart from draft material as indicated) will also be made available to the general public and media. In the event a media inquiry is made to a CLC member regarding the project, CLC members should clearly identify themselves as a member of the CLC, not as a Regional spokesperson.

### **Disclosure of Conflicts of Interest**

For the purposes of the CLC, "conflict of interest" means a situation or circumstance where a person, or someone related to the person, could derive a monetary benefit from the person's involvement in the CLC or a decision or action of the CLC. Related persons include those related by blood relationship (as that term is defined by s. 251 of the Canadian *Income Tax Act*), marriage, common-law partnership, or adoption. A conflict of interest also exists where the person is a shareholder in, or a director or senior officer of, a corporation, association or business that does not offer its securities to the public or has a controlling interest in or is a director or senior officer of a corporation, association or business that offers its securities to the public, and the corporation, association or business has a conflict of interest. Monetary benefit is not necessarily limited to acquiring money and can include benefits such as an increase in value of securities or other financial instruments, employment or business opportunities, or preventing or limiting a potential loss or liability. Where a CLC member, either on his or her own behalf or while acting for, by, with or through another, has any conflict of interest as defined above, whether direct or indirect, in any matter and is present at a CLC meeting at which the matter is the subject of consideration, the CLC member, shall, prior to any consideration of the matter at the meeting, verbally disclose the interest and its general nature, excuse themselves from discussion on the matter and not attempt in any way, whether before, during or after the meeting, to influence the discussion on any question in respect of the matter.

If a meeting does not have a quorum (or majority) of CLC Community Members present, the meeting may still proceed to discuss matters, but may not make any decisions or recommendations set out in the Terms of Reference. If a meeting is not able to proceed due to an insufficient number of CLC Community Members, Durham Region may proceed with the matters to be discussed at the meeting. Durham may present to the Community Liaison Committee or arrange for presentations on, but not limited to, the following topics:

- Durham Resources and How to Access them including security, Outreach services, Housing Crisis Team, myDurham 311, etc.;
- Housing System in Durham – system-wide presentation;
- Durham Region's Homelessness Strategy; and/or
- Existing and proposed programs including PCOP and MHOP.

## **Attachment C – Principles for a Code of Conduct**

The Dundas Street Shelter will develop and implement a code of conduct based on the principles set out below. These principles have been gathered and adopted by subject-matter experts and professionals in housing and homelessness supports and best practices in this field.

The following is a list of rights:

- The right to accessible, safe shelter without discrimination.
- The right to basic needs, e.g., a bed, meals and clean water, bathrooms, and showers.
- The right to access welcoming, indoor shelter 24/7.
- The right to be always treated with respect and dignity.
- The right to actively participate in the identification of housing and related goals.
- The right to receive support from shelter and support agency staff to achieve their housing and related goals.
- The right to have their personal, health information and privacy protected to the extent that legislation allows.
- The right to voluntarily discharge out of the program whenever the client chooses to.

The following is a list of responsibilities:

- Every person, including staff, volunteers/students, patrons, and neighbours must always be treated with respect and dignity. No aggressive or inappropriate behavior (including harassment, slurs, swearing, or bullying) will be tolerated.
- Clients will work collaboratively with shelter and community agency staff to develop a services plan and work toward achieving the goals set out in their individual service plan.
- Clients will follow shelter rules including, but not limited to:
  - being a good neighbour;
  - protecting the safety and wellbeing of Shelter Occupants and surrounding neighbours;
  - no alcohol, illegal and controlled drugs or other substances or drug use paraphernalia allowed at the 1635 Dundas Property or surrounding area;
  - no use of illegal drugs or other substances is permitted within the Dundas Street Shelter or on the 1635 Dundas Property or surrounding area; and
  - all alcohol, medications and cannabis (whether by prescription or not) must be surrendered at intake to the Dundas Street Shelter and will be secured in a locked medical cabinet.
- Clients will follow the shelter rules including the restrictions related to weapons or potentially dangerous items.
- Clients will respect the property of the shelter, clients, staff, volunteers, visitors, and members of the neighbouring community in which the shelter is located.
- Clients will respect rules of the shelter related to curfew and check ins.
- Clients will respect rules related to vaping or smoking in the building. Smoking is only permitted in the designated outdoor area(s) - 9 metres from all entry points.
- Clients will respect rules related to the management and care of pets on shelter premises.

Infractions will be addressed through a progressive discipline process that meets the requirements set out in the code of conduct and aligns with the client's service plan, up to and including exclusions from

the shelter and the use of an exit policy. An exit policy prioritizes relocation to another shelter or alternative housing and avoids wherever possible discharge into the immediate vicinity of the 1635 Dundas Property. This may include warning meetings, referral options, distancing expectations or engaging the Durham Regional Police Service if required and appropriate action based on the incident. Durham Region may also prevent excluded occupants from remaining directly in the immediate vicinity of the 1635 Dundas Property including the use of outreach and enforcement resources available to Durham Region.

Attachment D – Map

