



Sent by email to [CAO@whitby.ca](mailto:CAO@whitby.ca)

October 26, 2023

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

**The Regional  
Municipality of  
Durham**

Chief Administrative  
Office – Legal Services  
Division

605 Rossland Rd. E.  
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PO Box 623  
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**Jason Hunt  
Regional Solicitor  
and Director of Legal  
Services**

Dear Mr. Gaskell,

**Re: Agreement between the Town of Whitby and The Regional  
Municipality of Durham related to 1635 Dundas**

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Attached please find an agreement related to the use of 1635 Dundas Street East as a shelter, other future housing and other uses, as drafted by staff from our respective municipalities, which I send on behalf of the Elaine Baxter-Trahair, the Region's Chief Administrative Officer, for your consideration.

We understand that it is Whitby's desire to put this agreement on the public agenda for Whitby Town Council to consider at a special meeting scheduled for October 30, 2023 and you have the Region's consent to do so. The Region would like to thank members of your staff for their diligent, thoughtful work with us on this text.

Yours sincerely,

[Original signed by]

Jason Hunt | Regional Solicitor and Director of Legal Services  
[Jason.Hunt@durham.ca](mailto:Jason.Hunt@durham.ca)

c. Elaine Baxter-Trahair  
Francesco Santaguida, Town Solicitor (Town of Whitby)  
Office of the Town Clerk (Town of Whitby)

Enclosure.

**Without prejudice**

This agreement dated October 26, 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 as a shelter, other future housing and other uses.

**Recitals**

- A. 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.
- B. 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.
- C. The right to the provision of accommodation free from discrimination is provided for under the Ontario Human Rights Code and the Region and Whitby, as municipal governments, are obligated to meet these requirements.
- D. 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 is available a person will not be left unsheltered as a result of this Agreement.
- E. 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.
- F. 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.

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THEREFORE, Durham Region and Whitby agree that:

## Definitions

1. The terms set out below mean the following in the context of this Agreement:
  - a. **By-Name List:** Durham Region is the housing services system manager for the geographic area of Durham Region, and as part of that role is required to maintain a list of all persons seeking access to housing within its system. The By-Name list is the waiting list for persons seeking housing. People on this list provide a current address and as such can be set out by reference to that address. People on the By-Name list may or may not be experiencing homelessness and may or may not be interested in a space in a shelter. Rather, they are waiting for placement in a permanent form of housing available through the Housing Services system in Durham Region.
  - b. **Dundas Street Shelter:** The Low-Barrier Shelter Space component of the building owned by Durham Region located in 2022 at 1635 Dundas Street, in the Town of Whitby.
  - c. **Low-Barrier Shelter Space(s):** A space in a shelter for a Shelter Occupant which is provided free of discrimination on the basis of any of the protected grounds under the Ontario Human Rights Code, other laws and free of other barriers.
  - d. **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.
  - e. **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 occupants to health services; counselling; and vocational, educational and financial planning.
  - f. **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.
  - g. **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.
  - h. **Shelter Occupants:** 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;

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- 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;
- xi. Youth without parental support.
- i. **Wrap Around Services:** The Dundas Street Shelter will carry out an assessment of each occupant on intake to connect and refer 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 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. Basic financial planning; and/or
  - xii. Housing First Workers to support with transitional or permanent housing.

## Shelter

2. The building, formerly Sunnycrest Nursing Home, located at the address known in 2022 as 1635 Dundas Street East in Whitby, 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 space at 1635 Dundas Street with additional uses, as set out in beginning in section 32 below, contemplated as a second phase.
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 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.

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7. Durham Region shall not operate more than 45 Low-Barrier Shelter Spaces at the Dundas Street Shelter.
8. At the completion of phase 2, which will redevelop the remainder of the building at 1635 Dundas Street East, no additional shelter spaces of any kind will be added, and the total number of shelter spaces of any kind will remain capped at a maximum of 45 shelter spaces.
9. In the event phase 2 does not develop the entirety of the remainder of the building at 1635 Dundas Street East and there are additional phases, for all phases after phase 2, Durham Region shall maintain the total number of shelter spaces of any kind capped at a maximum of 45 shelter spaces.
10. Durham Region shall include Sections 3 through 9 as conditions to a service agreement with a service provider that is contracted to operate the Dundas Street Shelter on behalf of Durham Region.
11. Durham Region will meet with Whitby's CAO and Mayor monthly for regular updates, if required. 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 operations.

## Safety and Security of Shelter Occupants and the Community

12. 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).
13. Durham Region shall present to the Community Liaison Committee (established in Section 23, below and according to the Terms of Reference in Attachment B) on Durham Region resources and how to access them including security, outreach services, Housing Crisis Team, myDurham 311, and others.
14. Prior to the opening of the Dundas Street Shelter, and for any subsequent phases, Durham Region shall design and construct the site and building at the Dundas Street Shelter to meet the principles of Crime Prevention Through Environmental Design to maintain the safety and security of the 1635 Dundas Street East site, which may include lighting, security cameras, landscaping and other physical features.
15. 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 property at 1635 Dundas Street East.
16. 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 Street East property as long as the Dundas Street Shelter operates.

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17. 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 East property and its immediate vicinity.
18. 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.
19. 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 in the area approximately 500 metres surrounding 1635 Dundas Street East.
20. Durham 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 will provide information to the Health and Social Services Committee as appropriate for further review and direction.
21. Surrounding residents will be provided a contact number to reach the Dundas Street Shelter 24 hours per day 7 days per week for security issues and other issues related to the activities at the site.
22. Prior to the opening of the Dundas Street Shelter, the Region will design and construct two designated outdoor smoking areas will be provided onsite in accordance with the Regional Smoking and Vaping By-law No. 28-2019, as amended. These smoking areas must be located no closer than 9 metres from any entrance to the building, and will be located on the site to reduce and mitigate any impact on the sidewalk or neighbouring properties. Smoking areas will be cleaned and maintained to a Regional standard.

## **Community Engagement and Improvements**

23. Prior to the opening of the Dundas Street Shelter, Durham 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 to this Agreement.
24. 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, including but not limited to garbage, debris, temporary shelter materials, drug paraphernalia (including needle sharps) and portable heating implements.
  - 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 directly for the area within 500 metres of 1635 Dundas Street East.

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- c. Durham Region will share the cost of any incremental services for the area within 500 metres of 1635 Dundas Street East 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 intend 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.
25. Durham Region shall make available or cause to be available resources through the Community Liaison Committee to provide training and equipment which will support residents in addressing any clean up issues on private property related to the Dundas Street Shelter or people experiencing homelessness.
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 separating the Dundas Street Shelter from adjacent properties. Durham Region will locate this fence entirely on Region-owned property.
27. Prior to the construction of a fence between the property at 1635 Dundas Street East and neighbouring lands, Durham Region will engage directly with adjacent 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 will consult with Whitby and provide funding for landscaping, greenery and other features on Whitby's property which may soften the 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 will coordinate a walkaround of the property owned or maintained by Whitby around 1635 Dundas Street East to identify any community safety issues which require attention. Durham will pay the cost of any trimming of any trees, bushes or shrubs and maintenance recommended for property owned by Whitby.
31. Prior to the opening of the Dundas Street Shelter, Durham will co-ordinate carry out a walkaround of Greenfield Crescent to identify any community safety issues. Durham will invite representatives of the Community Liaison Committee and a representative from Durham Region Police Services to attend. Durham will report the recommendations of the walkaround to the Community Liaison Committee.

## Phase 2 – Consultation, Additional Housing and Other Uses

32. Durham Region intends to fully utilize the remainder of the site for housing and related purposes. As noted in Sections 2 and 3, Durham Region will not allocate more than 45 shelter spaces at 1635 Dundas Street East.
33. Whitby acknowledges that as of the date of this agreement, additional uses under Durham Region's consideration for phase 2 include:

## **Without prejudice**

- a. Additional affordable housing and supportive housing;
  - b. Regional office space.
34. Additional uses for phase 2 shall not include:
- a. Shelter spaces of any kind beyond the initial 45 spaces established in Phase 1;
  - b. A Safe injection site, unless requested by Whitby and provided any requisite Provincial and Federal approvals.
35. Additional uses under consideration for phase 2 may also include:
- a. Partnership space with other public institutions including Durham College, Abilities Centre, Ontario Shores;
  - b. Classroom space;
  - c. Community Space (e.g. meeting rooms);
  - d. Community Legal Clinic.
36. The parties acknowledge that Durham Region has begun consultation to explore additional phases and uses. Durham Region shall continue to engage with the community. Whitby acknowledges that Durham Region must remediate the 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 phase 2 consultation:
- 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 including town halls, focus groups, virtual meetings, surveys;
  - d. Update Durham Regional Council or the appropriate committee of council with proposed plans in the Spring of 2024
  - e. A presentation to Whitby Council in the late Summer/early Fall of 2024 regarding the phase 2 proposal(s) for Whitby Council's review and feedback prior to any final report presented to Durham Regional Council, with the intention that Durham Region present that final report to Durham Regional Council in Fall 2024;
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. The 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. Attachments A, B, and C form part of this Agreement.

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40. 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.
41. 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.
42. 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.
43. Sections 40 to 42 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.
44. 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.
45. Despite section 44, Durham Region may subcontract with one or more entities for the purposes of providing
  - a. Day-to-day shelter operations,
  - b. On-Site Services, or
  - c. Wrap Around Services.
46. 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.
47. 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.

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48. 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.
49. 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.

50. 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.
51. This Agreement is enforceable against the parties, their heirs, executors, administrators, successors and permitted assigns.
52. Time is of the essence in this Agreement.
53. No action or failure to act by Durham Region or Whitby is a waiver of any right or duty afforded under the Contract 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.

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54. 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.

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**Without prejudice**

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

Authorized by:

**THE REGIONAL MUNICIPALITY OF DURHAM**

\_\_\_\_\_  
Name:  
Title:

\_\_\_\_\_  
Name:  
Title:

Authorized by:

**THE CORPORATION OF THE TOWN OF WHITBY**

\_\_\_\_\_  
Name:  
Title:

\_\_\_\_\_  
Name:  
Title:

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### 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. The Region will provide full funding and staffing for security and maintenance of the building.
3. On-site security presence 24 hours per day, 7 days per week. Security will also be available offsite 24/7 through the Regional security service available to all Regional facilities. On-site an in-person response to security incidents will be provided in accordance with the Region's security standards applicable to all Regional facilities, with an on—site facilities personnel, as well as at least one back up, as required when the facilities personnel is unavailable. Onsite security will be provided 24 hours per day, 7 days per week at the site. 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 1635 Dundas Street East to the Community Liaison Committee. Any changes to the provision of security services at 1635 Dundas Street East will be immediately reported to Whitby.
4. Durham Region will provide a 24 hour per day, 7 day per week phone number and email 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 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 1635 Dundas Street East 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 property 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 site 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 property where this is appropriate based on existing and planned landscaping, and in consultation with Whitby.
55. 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

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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.

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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 Street East site 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 Street East site, the initial priority that was set out as part of the project is a low barrier shelter for 45 people. The 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 residents of the building. 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 the 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,
- Comply 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 their 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,

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- 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,
  - Any follow-up steps to be taken by the Region or CLC members as a result of the meeting, and
  - Post the approved Terms of Reference, agenda and minutes on Durham Region's website.
- Provide these minutes to the Town of 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 1635 Dundas Street East, 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 site, their input, background and familiarity with the Dundas Street Shelter and the overall project at 1635 Dundas Street East.

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 of homelessness	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

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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	Technical Advisor
As needed	Other phase 2 Service Providers	Technical Advisor

### 6. 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 the operation of the Dundas Street Shelter 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.

### 7. Changes to the Terms of Reference

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

### 8. 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 Street East site, final decisions about the 1635 Dundas Street East site operating procedures and project development will rest with Durham Region.

Durham Region recognizes that there are diverging views with respect to the Dundas Street Shelter and 1635 Dundas Street East site, 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.

Durham Region will attempt to incorporate the CLC's input, as appropriate. 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.

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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**

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.

All CLC members must agree to be respectful of each other, 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. 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 an 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

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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
- Existing and proposed programs including PCOP and MHOP

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### 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 to 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.
- Have their personal, health information and privacy protected to the extent to 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, and patrons, must be always treated with respect & 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;
  - No alcohol, illegal and controlled drugs or other substances or drug use paraphernalia allowed at the 1635 Dundas Street East site;
  - No use of illegal drugs or other substances is permitted within the Dundas Street Shelter or on the 1635 Dundas Street East site; 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.

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 shelter.

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This may include warning meetings, referral options, distancing expectations or engaging the Durham Regional Police Service if required and appropriate based on the incident. Durham Region may also prevent excluded occupants from remaining directly in the immediate vicinity including the use of outreach and enforcement resources available to Durham Region.

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