

MINUTES OF SETTLEMENT

These Minutes of Settlement dated this the 24 day of November, 2021, by and between:

THE CORPORATION OF THE TOWNSHIP OF BROCK

and

THE REGIONAL MUNICIPALITY OF DURHAM

WHEREAS on July 29, 2020, the Regional Council of the Regional Municipality of Durham (the “Region”) approved construction of a modular style, supportive housing project (the “Project”) at 91 Mile Road, Beaverton, Township of Brock (the “Subject Lands”);

AND WHEREAS on November 23, 2020, Council for the Township of Brock (the “Township”) passed Interim Control By-Law 2994-2000 (the “Interim Control By-law”) to prevent any lot, building or structure to be “used for the establishment of new Supportive Housing or Modular Construction or the expansion of existing Supportive Housing or Modular Construction within the Township;

AND WHEREAS on February 5, 2021 the Region filed a building permit application for the Project (the “Building Permit Application”) with the Township;

AND WHEREAS the Region filed an Application in the Superior Court of Ontario on September 24, 2021 under court file # CV-21-00001554-0000 (the “Court Application”), requesting an Order to quash the Interim Control By-law, among other relief, the hearing of which is to be heard in February 2022;

AND WHEREAS the Region made a request for information from the Township regarding the Project under the *Municipal Freedom of Information and Protection of Privacy Act* (“MFIPPA”), resulting in an appeal of the Township’s decision being filed with the Information and Privacy Commissioner, such appeal to be heard on a date yet to be set, (the “MFIPPA Appeal”);

AND WHEREAS an Ontario Land Tribunal (“OLT”) hearing was held on October 6, 2021 to hear the Region’s appeal of the Township’s failure to approve the Region’s site plan application for the Project. Prior to the hearing, the Region and the Township settled their differences with respect to the appeal of the Site Plan, and the Region presented evidence to the Tribunal in support of the approval of the site plan application for the Project, but withheld the Order at the request of the Region and the Township pending the resolution of the Interim Control By-law issue. The Township and the Region are to provide the OLT with a status update on January 31, 2022;

AND WHEREAS the Region has filed a minor variance application to vary the Interim Control By-law in order to permit the Project to proceed, (the “Variance Application”);

AND WHEREAS both the Region and the Township desire to reach a full and final resolution on all the issues, legal actions, requests, applications and appeals raised between them regarding the Project;

NOW THEREFORE, for and in consideration of the terms and conditions as set out herein, the receipt and sufficiency of which is hereby acknowledged, the Region and the Township have agreed to a full and final settlement of all issues related to and arising out of the Project, on the terms and conditions as follows:

1. The Township shall, on or before November 23, 2021 withdraw the Interim Control Bylaw as it applies to the Subject Lands and shall not otherwise seek to extend the Interim Control By-law, and will not take any steps to pass any further planning instruments, including but not limited to an Official Plan amendment or a zoning by-law amendment negatively affecting or impacting the Project in any way, without the written consent of the Region.
2. The Township shall provide any further comments on the Region’s Site Plan, and will provide a draft of the Township’s site plan agreement within 5 business days of full execution of these Minutes of Settlement.
3. Immediately upon the Region satisfying the site plan conditions as set out in the decision of the Tribunal in PL210169, and attached hereto as Schedule A to these Minutes of Settlement, and executing the Site Plan Agreement, the Township shall consent to the immediate issuance of the Order approving the Site Plan.
4. The Township of Brock staff and engineering consultant will continue technical discussions regarding the Region’s share of a sidewalk connection on Nine Mile Road to the existing sidewalk coming from Main Street, with the understanding that full urbanization is not expected and the Region will be responsible for an amount of the sidewalk proportionate to the Project’s frontage on Nine Mile Road.
5. The Township shall not unreasonably withhold its clearance of any Site Plan conditions. Should it do so, and an appearance is required before the OLT on January 31, 2022, and at that appearance the OLT determines that clearance of such Site Plan condition ought to have been given, the Township will agree to pay the Region’s costs for appearing before the Tribunal. Similarly, should the Township do so and an appearance is required before the OLT on January 31, 2022, and at that appearance the OLT determines that clearance of any such Site Plan condition ought not to have been given, the Region will agree to pay the Township’s costs for appearing before the Tribunal.
6. The Township will process and issue the Building Permit Application as already filed in the normal course and without undue delay, it being understood by the parties that the Chief Building Official has an independent statutory duty to exercise under the Building Code Act and that nothing herein is intended to derogate from that duty;
7. The Region shall forthwith withdraw the Court Application, the MFIPPA Appeal, the Variance Application, and will seek the issuance of the final OLT order in writing without the need for the Township or the Region having to appear before the OLT on January 31,

2022 provided that the Township has fully complied with paragraphs 1, 5 and 6 above. Upon execution of these minutes of settlement the parties agree that no further steps need to be taken to advance the Court Application, the MFIPPA Appeal, the Variance Application, or the Human Rights Commission matter.

8. Upon the issuance of the Building Permit by the Township in accordance with the above, the Project will be permitted to proceed, subject to the following:

a. **The Region will:**

- i. phase in occupancy of the Project's main residential housing building (the "Building") based on the ability to manage occupancy levels, including the ability of residents to be settled into their new home;
- ii. agree that residents will initially be housed through the use of an occupancy agreement under section 5.1 of the Residential Tenancies Act (2006), as it read on November 18, 2021, as opposed to leases with the effect that residents will be exempt from the provisions of the Residential Tenancies Act for the first 4 years of occupancy. The provisions of section 5.1 of the Residential Tenancies Act (2006) are set out in Appendix "A";
- iii. ensure that the occupancy agreement limits one resident per unit;
- iv. put in place an intake policy for the Building based on a best practice standard, the purpose of ensuring that there are sufficient supports for clients before they are offered housing in the Building to ensure the building has the ability to adequately address their needs and mitigate potential harm to staff, residents and the community including, but not limited to, mitigating any potential for violence. The intake policy will be submitted to the Community Liaison Committee for review and comment;
- v. provide, in addition to on-site support, an on-site security presence 24/7 for a minimum of one year, and as long as is required by the Region thereafter, having consulted with the Township and the Community Liaison Committee and in any event security will be available offsite 24/7 through the Regional security service available to all Regional facilities. On-site and 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 building manager, as well as at least one back up, as required when the building manager is unavailable on a permanent basis;
- vi. evaluate the level of on-site security required on an as needed basis, based on the Building needs and the type and frequency of incidents, and in any event on at least an annual basis. On-Site security will be adjusted according to needs and risks, and included as a component of regular operational reviews in consultation with the Community Liaison Committee;
- vii. require a 24/7 phone number for the first year of operations to be administered by the Region's security staff and the building manager. This phone number will be

used for residents who have questions, concerns or complaints relating to the Project.

- viii. Meet with the Township in an open forum twice in the first year in a format which includes the Township Council and the Regional Chair, CAO, Commissioner of Social Services and other Regional staff as appropriate; and
- ix. Meet with the Township CAO and Mayor monthly for regular updates, if required;
- x. For greater certainty, the Region agrees that all of the foregoing requirements will be met starting in the first year of occupancy and on a go forward basis thereafter.

b. Regional Commitments Related to the Construction and Design of the Building and Surrounding Lands

- i. The Region will contact the neighbouring property owners, Durham Region Non-Profit Housing Corporation, regarding the installation of privacy fencing. The cost of fencing mutually agreed to will be split between the Region and Durham Region Non-Profit Housing Corporation with the Region contributing up to 50% of the costs of any shared fencing or a contribution in accordance with applicable by-laws. The Region is prepared to discuss reasonable fencing, having regard to aesthetics, material type and proposed limits of fencing, as well as suitable landscape design, and suitable to the type of facility being constructed;
- ii. The Region will provide on site illumination that complies with Building Code requirements as well as Crime Prevention Through Environmental Design (“CPTED”) recommendations and subject to meeting the CPTED recommendations, will strive to achieve minimal light excursions from the site through the use of shielding and other design considerations.
- iii. The Region will commit to following applicable CPTED principles and recommendations;
 - A. The Region will ensure building and landscape design is reviewed and confirmed by the Region’s expert on building security;
 - B. The Region will continue to make all plans available to Durham Region Police Service (DRPS) for their review and recommendations and will continue to incorporate any further advice received from DRPS into the requisite plans and drawings.
 - C. The Region will install robust and context appropriate surveillance systems for security monitoring and incident investigation, which are currently being designed by security professionals, and which will be installed on site. The system will include the installation of CCTV cameras in appropriate interior common areas of the building and on the exterior of the building and site meeting Regional standards. Due to human rights issues, CCTV coverage will not exceed Regional standards;

- D. Other security measures will include access control functionality and sight line assessments, as part of the interior design of the Project.
- E. The Region will make information that is publicly available related to security at the Building available to the Community Liaison Committee on an annual basis. Due to privacy issues, CCTV footage will not be shared publicly. To ensure effectiveness, detailed security measures and protocols will not be disclosed;
- F. The Region will provide outdoor amenities that include seating, encourage movement and provide space for outdoor programming. These amenities will support a safe and engaging space;
- G. Bicycle parking shall be incorporated into the site design.; and
- H. The waste storage buildings will be constructed in wood, in line with the Region's goal of reduced embedded and emitted carbon for the Project.

c. Regional Commitments to Community Engagement Related to the Project

- i. The Region will cap the number of residents residing in the Project from Durham's By-Name List at thirty (30) with priority for those from north Durham. The remaining seventeen (17) units in the Project will be filled with residents not from the By-Name List but who require the supports provided at the site and subject to the further selection criteria set out in 8(c)(ii) below. This cap will be actively maintained during the first four years of operations. After that time the Region retains its flexibility in managing the number of residents residing in the Project, having consulted with the Township. The Region may request, and the Township may consent to vary this clause where an opportunity to house a resident ordinarily resident in the north of Durham arises.
- ii. The intake process will give priority to those residing in or who have previously resided in north Durham including Brock Township, Uxbridge Township and Scugog Township.
- iii. The Region will commit to developing a community communication and engagement program in consultation with the Community Liaison Committee and the Township. This will include providing details of services to both residents and the community;
- iv. The Region will request and support the Township's request that a member or representative of the DRPS will be added to the Community Liaison Committee to directly speak to policing issues and hear community feedback;
- v. The Region will support a request of the Township for a meeting between the DRPS, the Township, and the Region to discuss opportunities for a full-time police officer in Beaverton or some alternative approach to enhanced policing in the Township;

- vi. The Region will support a request of the Township for a meeting between the EMS, the Township, and the Region to discuss the provision of proper EMS services to the Project;
- vii. The Region will support a request from the Township for a meeting between Brock Fire Department and the Township and the Region to discuss the provision of proper Fire Services to the Project;
- viii. The Region will provide an anonymized summary of incidents from the call log with the Community Liaison Committee in compliance with MFIPPA and review of that summary of incidents will form part of the annual security evaluation;
- ix. Notwithstanding that the Community Liaison Committee has already been established, the Region shall provide the Terms of Reference for the Committee and will provide all meeting minutes to the Township's CAO with a commitment to review and revise the Terms of Reference as appropriate in the future.
- x. The mandate of the LC is to share and disseminate information, identify issues and concerns that impact area residents, develop ongoing communications protocols between the community and the Region as well as the Supportive Housing Operator and identify risk and risk mitigation strategies. The LC is established by the Region of Durham in accordance with these Terms of Reference. Committee members are guided by the approved Terms of Reference Regional staff responsible for the operation of the Building will report to their supervisors at the Region and cannot serve the members of the Community Liaison Committee.
- ix. The Region shall encourage on-going community participation.

d. Regional Commitments to Community Services Provided at the Project

- i. The Region will make space available within the Project for, and will ensure the delivery of specific supports, including mental health and addiction supports, financial supports, , both in person and virtually, when in person is not possible for the Project. These supports will be phased in commensurate with occupancy of the Project. Further, consideration will be given to using other Regional space in the Township to provide more sensitive services in conjunction with those offered as part of the Project.
- ii. In addition to those services described in 8(d)(i), Regional services and community services delivered in conjunction with the Project (either in the Building itself or through other Regional sites) will be made available to the community including but not limited to for example, services such as immunization clinics, parenting clinics, life skills and mental health supports. Regional services and community services will be made available to the community at the Project site on an ongoing and permanent basis.

- iii. Within the first year of operation the Region will convert two residential suites in the Building to provide additional and more sensitive support space for local residents and allowing more flexibility for service offerings to clients.
- iv. The Region will provide a baseline staffing level taking into consideration the following:
 - A. a minimum staff to resident ratio of 1:10;
 - B. two resident assistants, two mental health and addiction counsellors and a shift leader onsite 24/7 based on an occupancy of 47 residents;
 - C. two case managers onsite during business hours to work one on one with each resident;
 - D. additional supports to be brought in based on each resident's unique needs which may include nursing or Personal Support Worker support, recreational therapy, etc.; and
 - E. the provision of Food Services and property management staff over and above those referred to above.

Notwithstanding the foregoing, the Region will be responsible for determining the appropriate baseline staffing level at any given time, taking into consideration the needs of the residents and the applicable legislative requirements.

e. Regional Commitments to Community Services and Supports Not Related to the Project

- i. The Region will support efforts led by the Township for family physician recruitment in the community of Beaverton through various methods that include the provision of space and services in kind into this effort. Regional staff will assist in resourcing a recruitment committee, with the understanding that the Township would chair such a committee. Regional staff will review best recruitment practices by other municipalities and provide a report to the committee to assist in developing an appropriate approach for Beaverton. The Region will support and advocate with Lakeridge Health to secure the assistance of Lakeridge Health to work with Brock on the recruitment of a physician. In the event, that the reasonable recruitment efforts of Brock and Lakeridge Health and the Region are not successful within two years of the execution of this agreement, the Region is prepared to contribute up to \$100,000 towards the recruitment.
- ii. The Region will work in partnership with Grandview Children's Centre to provide medical services in the Township for consults for developmental pediatric patients therein.
- iii. The Region supports a discussion on public transit needs and improvements with the General Manager of Transit.
- iv. The Region is to undertake a wayfinding signage campaign throughout the Region, which will include appropriate signage in Beaverton for local points of

interest including tourist destinations such as the harbour, the arena and the beach. Once approved, wayfinding signage under the program will be prioritized in Beaverton first.

GENERAL

9. Each party shall bear its own costs pertaining to the Settlement Hearing and all related matters.
10. The parties agree to act reasonably and in good faith in respect of all dealings between the Parties pursuant to these Minutes of Settlement.
11. Time is of the essence with respect to all dates set out in these Minutes of Settlement
12. These Minutes of Settlement constitute the entire agreement between the parties as to the Settlement Hearing and supersede all prior agreements, negotiations and understandings with respect thereto.
13. Any amendment to or waiver of any provision of these Minutes of Settlement must be in writing and signed by both parties.
14. These Minutes of Settlement may be executed electronically and in counterparts, each of which shall be deemed to be an original and all of which taken together shall be deemed to constitute one and the same instrument.
15. These Minutes of Settlement may be delivered by email in PDF format and such delivery shall constitute a duly executed original.
16. These Minutes of Settlement shall be governed by and construed in accordance with the laws of Ontario.
17. If a dispute arises out of, or in connection with these Minutes of Settlement, the Region and the Township shall attempt to resolve the dispute through negotiation. However, if after a period of 5 business days the dispute is not resolved, the Region and the Township agree to expeditiously proceed to mediation, with a mediator agreed to by both, acting reasonably, with all costs of said mediation to be borne equally by the Region and the Township.

IN WITNESS WHEREOF the parties hereto have executed this Agreement by their duly authorized representatives, on the date first written above.

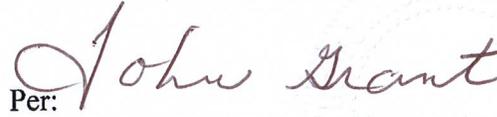
Witness:



Name: FERNANDO LAMANNA
CLERK / DEPUTY CAO

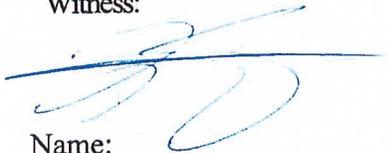
AUTHORIZED BY:
BY-LAW NO. 3095-2021

**THE CORPORATION OF
THE TOWNSHIP OF BROCK**

Per: 

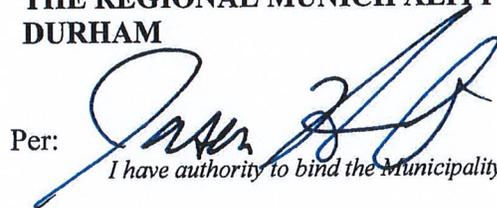
I have authority to bind the Township.
Name: JOHN GRANT
Title: MAYOR

Witness:



Name: Jeremy Smith

**THE REGIONAL MUNICIPALITY OF
DURHAM**

Per: 

I have authority to bind the Municipality.
Name: Jason Hunt
Title: Regional Solicitor

APPENDIX “A”

5.1 (1) This Act does not apply with respect to living accommodation provided to a person as part of a program described in subsection (2) if the person and the provider of the living accommodation have entered into a written agreement that complies with subsection (3). 2017, c. 13, s. 2.

Program requirements

(2) A program referred to in subsection (1) is a program that meets all of the following requirements:

1. The program consists of the provision of living accommodation and accompanying services where,
 - i. the living accommodation is intended to be provided for no more than a four-year period, and
 - ii. the accompanying services include one or more of the following services, regardless of where and by whom the services are provided:
 - A. rehabilitative services,
 - B. therapeutic services,
 - C. services intended to support employment, or
 - D. services intended to support life skills development.
2. The program is intended to support the occupant of the living accommodation in subsequently obtaining and maintaining more permanent living accommodation.
3. All or part of the program is,
 - i. provided by, or funded under an agreement with,
 - A. the Crown in right of Canada or in right of Ontario,
 - B. an agency of the Crown in right of Canada or in right of Ontario,
 - C. a municipality, or
 - D. a service manager as defined in the *Housing Services Act, 2011*, or
 - ii. provided or funded by a registered charity within the meaning of the *Income Tax Act* (Canada). 2017, c. 13, s. 2.

Agreement between the provider and the occupant of the living accommodation

(3) The agreement between the provider of the living accommodation and an occupant of the living accommodation must meet all of the following requirements:

1. The agreement must state that the provider of the living accommodation intends that the living accommodation be exempt from this Act and must also state that the occupant may apply to the Board under section 9 of this Act for a determination of whether this Act applies with respect to the living accommodation.
2. The agreement must set out the following:
 - i. the legal name and address of the provider of the living accommodation,
 - ii. the maximum period of the occupant's occupancy of the living accommodation,
 - iii. the circumstances under which and the process by which the occupant's occupancy of the living accommodation may be terminated by the provider of the living accommodation,
 - iv. the occupant's rights and responsibilities in respect of the occupant's occupancy of the living accommodation,
 - v. the rules that apply to the occupant's occupancy of the living accommodation,
 - vi. the amount of any consideration required to be paid by the occupant for the right to occupy the living accommodation, and
 - vii. the amount of any other charges to be paid by the occupant in conjunction with the living accommodation.
3. The agreement must set out a process to address disputes between the occupant and the provider of the living accommodation which must,
 - i. include a reasonable method by which either party may initiate the process,
 - ii. provide for the involvement of an individual not otherwise involved in the dispute, to assist the parties in resolving the dispute, and
 - iii. meet such other requirements as may be prescribed.
4. Unless the information is set out in a separate agreement under subsection (4), the agreement must set out the following information in respect of the program under which the living accommodation is provided to the occupant:
 - i. the occupant's rights and responsibilities in respect of the occupant's participation in the program, other than the rights and responsibilities described in subparagraph 2 iv,
 - ii. the rules that apply to the occupant's participation in the program, other than the rules described in subparagraph 2 v,
 - iii. the amount of any charges to be paid by the occupant in conjunction with the program, other than the charges referred to in subparagraphs 2 vi and vii,
 - iv. the policy of the provider of the living accommodation or the administrator of the program, as applicable, with respect to securing alternate living accommodation for an occupant whose participation in the program or whose occupancy of the living accommodation is terminated, and

- v. the policy of the provider of the living accommodation or the administrator of the program, as applicable, with respect to readmission into the program.
5. The agreement must meet such other requirements as may be prescribed. 2017, c. 13, s. 2.

Requirements in subpars. 4 i to v of subs. (3)

(4) Where the provider of the living accommodation and the administrator of the program under which the living accommodation is provided to the occupant are not the same person or entity, any information required by subparagraph 4 i, ii, iii, iv or v of subsection (3) may be set out in the agreement in respect of the occupant's participation in the program entered into between the occupant and the administrator of the program, if the agreement,

- (a) sets out the legal name and address of the administrator of the program; and
- (b) meets such other requirements as may be prescribed. 2017, c. 13, s. 2.

No limitation

(5) Nothing in this section limits the availability of other exemptions under this Act. 2017, c. 13, s. 2.

Existing tenancy

(6) For greater certainty, nothing in this section exempts living accommodation that is subject to a tenancy to which this Act applies, unless the tenancy has first been terminated in accordance with this Act. 2017, c. 13, s. 2.

Section Amendments with date in force (d/m/y)

Other exemption from Act, site for land lease home