



# The Regional Municipality of Durham

## COUNCIL INFORMATION PACKAGE

### August 4, 2017

#### **Information Reports**

- [2017-INFO-80](#) Commissioners of Finance and Social Services - 2016 Rent-Geared-to-Income Reviews of Social Housing Providers

#### **Early Release Reports**

There are no Early Release Reports

#### **Staff Correspondence**

There are no Staff Correspondence

#### **Durham Municipalities Correspondence**

1. [Municipality of Clarington](#) – re: Resolution passed at their Council meeting held on July 3, 2017, passing By-law 2017-054, to designate the Orono Arena and Community Centre as a municipal capital facility and exempt it from taxation

#### **Other Municipalities Correspondence/Resolutions**

1. [Township of The Archipelago](#) – re: Resolution passed at their Council meeting held on July 21, 2017, asking the Province to Reconsider Proposed Changes Under Bill 86 regarding Out of Court Payments

#### **Miscellaneous Correspondence**

1. [Jennifer Meader, WeirFoulds LLP, on behalf of Valiant Rental Properties Limited](#), submitting a development charge complaint for property located at 425 Taunton Road West, Oshawa, pursuant to Subsection 20 (2) of the Development Charges Act, 1997 c.27. The reasons for the complaint are “the amount of the development charge imposed was incorrectly determined” and “there was an error in the application of the Region’s development charge by-law”

**Advisory Committee Minutes**

**Action Items from Council (For Information Only)**

[Action Items](#) from Committee of the Whole and Regional Council meetings

Members of Council – Please advise the Regional Clerk at [clerks@durham.ca](mailto:clerks@durham.ca) by 9:00 AM on the Monday one week prior to the next regular Committee of the Whole meeting, if you wish to add an item from this CIP to the Committee of the Whole agenda.



# The Regional Municipality of Durham Report

---

From: Commissioners of Finance and Social Services  
Report: #2017-INFO-80  
Date: August 4, 2017

---

**Subject:**

2016 Rent-Geared-to-Income Reviews of Social Housing Providers

---

**Recommendation:**

Receive for information.

---

**Report:**

**1. Purpose**

1.1 The purpose of this report is to provide a summary of the 2016 Rent-Geared-to-Income (RGI) review findings, and provide a comparison to those for 2015.

**2. Background**

2.1 Under the *Housing Services Act* (HSA), the Service Manager is responsible for rent-geared-to-income (RGI) eligibility assessment and calculation of the housing charge paid by eligible households. The majority of Service Managers in Ontario, including the Region of Durham, have opted to enter into service agreements with social housing providers, delegating the responsibility for the RGI assessments and calculations to the housing provider as a convenience to both tenants and housing providers. Housing providers have a direct relationship with their tenants and are likely to be aware of changes to household circumstances on a timelier basis. The service agreement between the Region and housing providers contains language that lays out an expectation that housing providers have the expertise to do RGI assessments.

2.2 Annually, staff from the Finance Department (Financial Housing Services) and the Social Service Department (Housing Services) review a minimum of 20 per cent of the RGI files for each housing provider, with a minimum of 10 files, regardless of project size. The review helps identify issues such as incorrect completion of calculations, additional documentation requirements to be collected from a tenant/member, or areas where additional training might be beneficial. The review findings are discussed with the housing provider upon completion of the review.

**3. 2016 RGI Review Results**

- 3.1 Regional staff completed on-site reviews of 40 housing providers representing a total of 4,389 RGI units in 2016. Of this total, audits were conducted on 930 RGI tenant/member files in 2016 (approximately 21% of RGI files).
- 3.2 Based on this review, staff determined that the majority of housing providers are in compliance with the legislation. Despite this, the overall error rate for 2016 was 8.8% (up from 7.3% from 2015) for files with Housing Charge Issues, as shown in the table below. Housing Charge Issues are those that affect the calculation of the rent paid by the tenant and can be either an additional rent charge or a rent reduction. Additional rent charges are always undertaken prospectively, while tenants receive refunds for overcharges.
- 3.3 While the error rate for RGI files with housing charge issues increased slightly, there were no significant errors noted in any of the files reviewed in 2016 that would have materially impacted the tenant housing charge and conversely the subsidy paid to any housing provider.

**STATISTICAL SUMMARY OF REGIONAL RGI REVIEWS**

|                                      | <b>Number in 2016</b> | <b>Percentage in 2016</b> | <b>Number in 2015</b> | <b>Percentage in 2015</b> |
|--------------------------------------|-----------------------|---------------------------|-----------------------|---------------------------|
| Total RGI Provider Files             | 4,389                 | 100%                      | 4,340                 | 100%                      |
| RGI Files Audited                    | 930                   | 21.2%                     | 919                   | 21.2%                     |
| RGI Files with Housing Charge Issues | 82                    | 8.8%                      | 67                    | 7.3%                      |
| Number of Providers Reviewed         | 40                    |                           | 39                    |                           |

Note: Total RGI Provider Files will vary as the count is at a point of time as of the date of visit. The total RGI units are 4,481. Vacancies are not included in the count.

- 3.4 All housing providers are given a final report which includes a chart detailing the deficiencies found during the review. As part of the established process, the property manager must respond by noting the action taken to remedy each file. Files with deficiencies are always subject to re-check on the next on-site review. This re-check minimizes the risk of any material error going undetected for a prolonged period of time while ensuring that calculations are done properly by the housing provider.
- 3.5 In general, the error rate tends to trend higher for providers where there has been a turnover of property management, as it takes time for new staff to familiarize themselves with the tenant population and their specific circumstances. In addition, social housing providers that experience the retirement of seasoned staff (who were well versed in the complexity associated with RGI calculations) can also experience higher error rates.

- 3.6 To address such situations, Regional staff continue to offer individual training at housing provider site locations where the error rate is high, in addition to the semi-annual in-house RGI training to housing provider staff and property management. For the RGI training, there is usually an average of about thirty attendees per session.
- 3.7 Housing providers are also encouraged to register for the RGI on-line course offered through the Ontario Non-Profit Housing Association (ONPHA), which provides detailed instruction in the documentation collection requirements and the rent calculation process.

#### **4. Conclusion**

- 4.1 The findings of the RGI reviews performed by Regional staff over the past year indicate that social housing providers are, for the most part, correctly completing RGI calculations, thereby ensuring that they receive the appropriate subsidy from the Region and that tenants are contributing an appropriate amount for their housing charges. Staff will continue to follow up on those providers and files where errors were identified to address any outstanding concerns.

Original signed by:

---

R.J. Clapp, CPA, CA  
Commissioner of Finance

Original signed by:

---

Dr. H. Drouin,  
Commissioner of Social Services

**From:** Patenaude, Lindsey  
**To:** ["oronoassociation@gmail.com"](mailto:oronoassociation@gmail.com)  
**Subject:** Orono Arena and Community Centre Board  
**Date:** July-27-17 3:49:51 PM  
**Attachments:** [#GG-365-17 Orono Arena and Community Centre Board.pdf](#)  
[DOC072617-07262017145720.pdf](#)  
[2017-054.pdf](#)

---

Good afternoon,

Please find attached correspondence on the above noted matter.

Accordingly, please follow this [link](#) to Report LGL-007-17.

Thank you, have a great day.

Lindsey Patenaude  
Licencing Clerk  
Municipality of Clarington  
905-623-3379 ext. 2109  
[www.clarington.net](http://www.clarington.net)





July 27, 2017

Allen Lagace, President  
Orono Amateur Athletic Association  
Via Email: [oronoassociation@gmail.com](mailto:oronoassociation@gmail.com)

Dear Mr. Lagace:

**Re: Orono Arena and Community Centre Board**

**File Number: AA.18.02. OR**

---

At a meeting held on July 3, 2017, the Council of the Municipality of Clarington approved the following Resolution #GG-365-17:

That Report LGL-007-17 be received;

That Council pass By-law 2017-054 (Attachment 1 to Report LGL-007-17) to designate the Orono Arena and Community Centre as a municipal capital facility and exempt it from taxation;

That the Clerk be directed to provide written notice of By-law 2017-054 to the Minister of Finance as required by subsection 110(5) of the *Municipal Act, 2001*;

That the Clerk be directed to provide written notice of By-law 2017-054 to the Municipal Property Assessment Corporation, the Clerk of the Region of Durham and the local school boards as required by subsection 110(8) of the *Municipal Act, 2001*;

That the Municipality enter into a Municipal Capital Facility Agreement with the Orono Amateur Athletic Association substantially in the form attached to Report LGL-007-17 (Attachment 2) to manage and operate the Centre;

That any operating funds in the Orono Arena Board accounts as of the transition date be transferred to the Orono Amateur Athletic Association to continue to be used as operating fund under the Municipal Capital Facility Agreement;

# Clarington

That provided a Municipal Capital Facility Agreement has been entered into with the Orono Amateur Athletic Association, the Orono Arena and Community Centre Board be dissolved effective August 1, 2017; and

That the Orono Amateur Athletic Association and all members of the Orono Arena Board be notified of Council's decision.

Accordingly, please find enclosed a copy of executed agreement and By-law 2017-054.

Yours truly,



June Gallagher, B.A.  
Deputy Clerk

Encl.

JG/lp

cc: The Honourable William Francis Morneau, Minister of Finance  
Ralph Walton, Regional Clerk/Director of Legislative Services, the Region of  
Durham  
Municipal Property Assessment Corporation  
M. Bertrand, Director of Education, Conseil scolaire Viamonde  
A. Blais, Director of Education, Conseil scolaire de district  
catholique Centre-Sud  
W.R. Hick, Director of Education and Secretary of the Board, Kawartha  
Pine Ridge District School Board  
M. Nasello, Director of Education and Secretary-Treasurer, Peterborough,  
Victoria, Northumberland and Clarington Catholic District School Board  
Pete Maartens, Arena Manager, Orono Arena  
A. Allison, Municipal Solicitor  
F. Horvath, Director of Operations  
N. Taylor, Director of Finance/Treasurer



## MUNICIPAL CAPITAL FACILITY AGREEMENT

This Agreement is dated as of August 1, 2017

BETWEEN:

**THE CORPORATION OF THE  
MUNICIPALITY OF CLARINGTON**  
(the "Municipality")

and

**THE ORONO AMATEUR ATHLETIC ASSOCIATION**  
(the "Association")

### RECITALS:

- A. By an agreement dated September 1, 1977 (the "Land Lease"), The Corporation of the Town of Newcastle (now the Municipality) leased from The Durham Central Agricultural Society the property municipally known as 2 Princess Street, Orono and constructed thereon an arena, community centre and grandstand.
- B. The Orono Arena and Community Centre Board (the "Board") was originally established in 1978 under the *Community Recreation Buildings Act, 1974* (now repealed), and has continued to exist as a municipal service board under what is now section 196 of the *Municipal Act, 2001*, to control and manage the arena and community centre (the "Centre").
- C. The Orono Amateur Athletic Association was incorporated as a not-for-profit corporation by Letters Patent issued on September 28, 1981 to "promote, develop, improve, encourage and advance amateur athletics in all of its phases including hockey, skating, all field and indoor sports, swimming and aerial exercises and to do all such things as are incidental or conducive to the attainment of [those] objects".
- D. In October 1993, the Association entered into a "Statement of Understanding" with the Board to operate and maintain the Centre on behalf of the Board, and the Association has continued to effectively provide such services up to the current date.
- E. In an effort to make it easier and more efficient to make decisions respecting the control and management of the Centre, the Municipality has dissolved the Board and is entering into this Municipal Capital Facility Agreement in accordance with subsection 110(2) of the *Municipal Act, 2001* to allow for such services to be provided directly by the Association to the Municipality.
- F. On July 3, 2017, Council considered Report LGL-007-17 and passed By-law No. 2017-054 which designated the Centre as a municipal capital facility and exempted the Centre from taxation.

NOW THEREFORE the Municipality and the Association agree as follows:

## **PART 1 - INTERPRETATION**

### **Definitions**

1. In this Agreement,

"Agreement" means this Agreement as it may be amended from time to time;

"Association" means The Orono Amateur Athletic Association including, where appropriate, its agents, consultants, contractors, employees and those for whom it is in law responsible;

"Centre" means the Orono Arena and Community Centre and the surrounding parking lot;

"Council" means the Council of the Municipality;

"Land Lease" means the lease agreement referred to in Recital A; and

"Municipality" means The Corporation of the Municipality of Clarington including, where appropriate, its agents, consultants, contractors, employees and those for whom it is in law responsible.

2. In this Agreement,

(a) where reference is made to a consent, waiver, approval, notice, request or other communication, such matters shall be deemed to be qualified by the words "acting reasonably"; and

(b) every provision by which the Association obligated in any way through the words "the Association shall" will be deemed to include the words "at its expense" (including the payment of any applicable taxes).

## **PART 2 - GRANT AND USE**

### **Grant**

3. In consideration of the performance by the Association of its obligations under this Agreement, the Municipality leases to the Association the Centre and agrees to observe and perform all of the covenants to be observed and performed by the Municipality under this Agreement. In consideration of the performance by the Municipality of its obligations under this Agreement, the Association takes the Centre on lease from the Municipality and agrees to observe and perform all covenants to be observed and

performed by the Association under this Agreement.

#### **Use of Centre**

4. The Centre may be used by the Association for such purposes as in its judgment are consistent with the purposes for which it was incorporated which are set out in Recital C. Without limiting the generality of the foregoing, the Association may,
  - (a) fix the hours when the Centre will be open to the public;
  - (b) establish rates, fees or charges for admission to, or use of, the Centre; and
  - (c) adopt policies or rules for the use of the Centre.
5. The Municipality acknowledges that the Association is permitted to allow individuals and organizations to use the Centre on a limited basis in the same manner as members of the public are entitled to use portions of the Municipality's other community centres.
6. The Association shall not be permitted to allow any person to use any portion of the Centre for any period of time for any commercial activity if such use will alter the tax exempt status of the Centre.
7. The Centre shall be used only for the purposes set out in sections 5 and 6 and for no other purpose without the consent of the Municipality.

#### **Nuisance**

8. The Association shall not carry on any activity or do or suffer any act or thing that constitutes a nuisance or which is offensive or an annoyance to the owners or tenants of properties surrounding the Centre.

#### **Assignment and Subletting**

9. In order to ensure compliance with subsection 110(6)(c) of the *Municipal Act, 2001*, the Association shall not assign, sublet or otherwise allow any person to occupy or use any portion of the Centre except as permitted by this Part without the consent of the Municipality.

### **PART 3 - TERM AND RENT**

#### **Term**

10. Subject to section 11, the term of this Agreement shall commence on August 1, 2017 and shall continue until the Land Lease is terminated or expires. By virtue of the Municipality having exercised its options to extend, the current term of the Land Lease

expires on August 31, 2022.

### **Termination**

11. This Agreement may terminate terminated by either party upon 12 months' notice to the other.

### **Overholding**

12. If the Association remains in possession of the Centre after the expiry or earlier termination of the Term, there shall be no tacit renewal of this Agreement or the Term, notwithstanding statutory provisions or legal presumption to the contrary, and the Association shall be deemed to be occupying the Centre as a tenant from month to month upon the same terms, covenants and conditions as are set forth in this Agreement insofar as they are applicable to a monthly tenancy.

### **Rent**

13. The Association shall pay to the Municipality as rent for the entire term in lawful money of Canada the nominal amount of Two Dollars (\$2.00).

### **Utilities**

14. The Association shall pay or cause to be paid all charges for water, gas, electricity, light, heat or power, telephone, internet, cable or other communication service used, rendered or supplied upon or in connection with the Centre throughout the term.

### **Taxes**

15. The parties agree that because the Centre has been designated by the Municipality as a municipal capital facility, the Centre is exempt from taxes levied for municipal and school board purposes.

## **PART 4 - MAINTENANCE AND REPAIRS**

### **Association Responsibilities**

16. Subject to section 19, the Association shall be responsible for such day-to-day repair and maintenance of the Centre as are proper or necessary to keep the Centre clean and in good condition. This responsibility shall include janitorial services and snow removal.
17. The Association shall not alter any physical component of the Centre without approval from the Municipality.
18. The Association shall promptly notify the Municipality's Director of Operations of any significant accident, defect, damage or deficiency in or on any part of the Centre which

comes to its attention.

### **Municipal Responsibilities**

19. The Municipality shall be responsible for all repairs and maintenance to the Centre's structure including its roof, foundation or load bearing walls, building envelope, mechanical systems and elevator.
20. The Operations Department of the Municipality shall assign a representative who will act as a staff liaison to the Association to respond to building maintenance and repair issues. As the Municipal liaison, this individual shall attend the Association board meetings as a non-voting resource person when requested.

## **PART 5 - INSURANCE**

### **Building Insurance**

21. The Municipality shall take out and maintain insurance for the building, including all building components (i.e. mechanical).

### **Director's Liability Insurance**

22. The Association shall be required to obtain its own director's liability insurance.

### **Contents Insurance**

23. The Association shall be required to obtain its own contents insurance.

### **CGL Insurance**

24. The Association shall take out and maintain commercial general liability insurance pertaining to the Association's liability to others in respect of injury, death or damage to property occurring upon, in or about the Centre, such insurance to be of an amount which is reasonable and sufficient having regard to the scope of the risk and the current practice of prudent owners of similar building for the carrying on of similar businesses, but in any event in an amount not less than five million dollars (\$5,000,000.00) for claims arising out of one occurrence. Such policy shall also name the Municipality as an additional insured and may not be cancelled unless prior notice by registered letter has been given to the Municipality by the insurer 30 days in advance of the expiry date.
25. If requested, the Association shall file with the Municipality a Certificate of Insurance in a form satisfactory to the Municipality's Director of Finance, verifying that the insurance required by this Agreement is in effect and setting out the essential terms and conditions of the insurance.
26. The provision of the insurance required by this Agreement shall not relieve the Association from liability for claims not covered by the policy or which exceed its limits,

if any, for which the Association may be held responsible.

### **Insurance Risks**

27. The Association shall not do, omit to do, or permit to be done or omitted to be done upon the Centre anything that may contravene or be prohibited by any of the Municipality's insurance policies in force from time to time covering or relevant to any part of the Centre or which would prevent the Municipality from procuring its policies with companies acceptable to the Municipality. If the occupancy of the Centre, the conduct of activity in the Centre or any acts or omissions of the Association at the Centre causes or results in any increase in premiums for any of the Municipality's insurance policies, the Association shall pay such increase to the Municipality.

### **Indemnification**

28. Each of the Municipality and the Association shall indemnify and save harmless the other from and against any and all actions, losses, damages, claims, costs and expenses (including solicitors' fees on a solicitor and client basis) to which the party being indemnified shall or may become liable by reason of any breach, violation or non-performance by the party so indemnifying of any covenant, term or provision of this Agreement or by reason of any damage, injury or death occasioned to or suffered by any person or persons including the Municipality or the Association, as the case may be, or any property by reason of any wrongful act, neglect or default on the part of the party so indemnifying or any of those persons for whom it is in law responsible. For greater certainty, the limitation of liability set out above in this section does not extend to claims, losses or damages resulting in whole or in part from the gross negligence or wilful misconduct of the party claiming indemnification, its employees or those for whom it is in law responsible.

## **PART 6 - REMEDIES**

### **Municipality's Right to Remedy Default**

29. In addition to all other remedies the Municipality may have under this Agreement and in law, if the Association is in default of any of its obligations under this Agreement, and such default has continued for a period of 30 days after receipt of notice by the Association (or such longer period as may be reasonably required in the circumstances to cure such default, except in an emergency where the Municipality will not be required to give notice), the Municipality, without prejudice to any other rights which it may have with respect to such default, may remedy such default and the Association shall be responsible for all such costs.

### **Waiver**

30. No condoning, excusing or overlooking by the Municipality of any default, breach or non-observance by the Association at any time or times in respect of any covenant,

obligation or agreement under this Agreement shall operate as a waiver of the Municipality's rights hereunder in respect of any continuing or subsequent default, breach or non-observance, or so as to defeat or affect in any way the rights of the Municipality in respect of any such continuing or subsequent default or breach, and no waiver shall be inferred from or implied by anything done or omitted by the Association save only an express waiver in writing.

## **PART 7 - FINANCIAL**

### **Grant Requests**

31. Any grant request from the Association submitted for Council's consideration shall include financial statements from the Association's previous fiscal year and current unaudited financial statements.
32. If requested by the Municipality, as part of the review of any grant, all minutes, books, records, documents, transactions, accounts and vouchers of the Association related to the grant shall be open to the Municipality for inspection.

## **PART 8 - MISCELLANEOUS**

### **Employees**

33. No employee of the Association be considered an employee of the Municipality under any circumstances.

### **Quiet Enjoyment**

34. The Municipality shall permit the Association to peaceably possess and enjoy the Centre during the Term without any interference from the Municipality, or any person lawfully claiming by, from or under the Municipality provided the Association is not in default.

### **Right of Entry**

35. The Association agrees to permit the Municipality to enter the Centre during normal business hours for the purpose of inspecting the same, and the Association shall arrange for such entry at a time convenient to both parties. The Municipality shall use its best efforts to minimize the disruption to the Association's operations during any such entry.

### **Signs**

36. The Association may only erect signs at the Centre with the Municipality's approval. All





Attention: Allen Lagace  
Email: [oronoassociation@gmail.com](mailto:oronoassociation@gmail.com)

or such other address or number of which one party has notified the others. Any such notice shall be effective from the date that it is so transmitted, mailed, emailed or delivered.

**Governing Law**

43. This Agreement shall be governed by, and be construed and interpreted in accordance with, the laws of Ontario and the laws of Canada applicable in Ontario.

**Successors and Assigns**

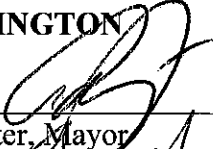
44. This Agreement shall extend, be binding upon and enure to the benefit of the parties, their respective successors and permitted assigns.

**Severability**

45. The invalidity or unenforceability of any provision in this Agreement shall affect the validity or enforceability of such provision only and any such invalid provision shall be deemed to be severable from the balance of this Agreement.

**WITNESS WHEREOF** the parties have executed this Agreement.

**THE CORPORATION OF THE MUNICIPALITY  
OF CLARINGTON**

  
\_\_\_\_\_  
Adrian Foster, Mayor

  
\_\_\_\_\_  
Anne Greentree, Municipal Clerk

**THE ORONO AMATEUR ATHLETIC ASSOCIATION**

  
\_\_\_\_\_  
\_\_\_\_\_

# The Corporation of the Municipality of Clarington

## By-law Number 2017-054

Being a by-law to designate the Orono Arena and Community Centre as a municipal capital facility and exempt it from all taxes levied for municipal and school purposes

WHEREAS section 110 of the *Municipal Act, 2001* permits a municipality to enter into agreements for the provision of municipal capital facilities;

AND WHEREAS, the Orono Arena and Community Centre ("the Centre") located on the lands known municipally as 2 Princess Street, Orono is a municipal capital facility from which a broad range of amateur athletics and other recreational services and programs have been and will continue to be provided;

AND WHEREAS the Municipality has authorized the execution of an agreement with the Orono Amateur Athletic Association ("OAAA") for the continued use of the Centre as a municipal capital facility;

AND WHEREAS subsection 110(6) of the *Municipal Act, 2001* provides that a municipality may exempt from all or part of the taxes levied for municipal and school purposes land or a portion of it on which municipal capital facilities are located;

AND WHEREAS Ontario Regulation 603/06, as amended, specifies the classes of municipal capital facilities that can be exempt from taxation under subsection 110(6) of the *Municipal Act, 2001*, and the Centre is within a class that qualifies for such exemption.

NOW THEREFORE THE COUNCIL OF THE CORPORATION OF THE MUNICIPALITY OF CLARINGTON ENACTS AS FOLLOWS:

### Designation

1. The Centre is hereby designated as a municipal capital facility (as that term is defined in subsection 2(1) of Ontario Regulation 603/06) effective August 1, 2017 for the purpose of providing a broad range of amateur athletics and other recreational services and programs.

### Tax Exemption

2. The Centre is hereby exempted from taxation in accordance with subsection 110(6) of the *Municipal Act, 2001* and paragraph 15 of subsection 2(1) of Ontario Regulation 603/01 effective August 1, 2017.

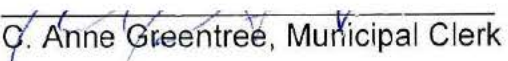
3. In accordance with clause 5(b) of Ontario Regulation 603/01, Council hereby declares that the Centre shall be used for the purposes of the Municipality as set out in the Municipal Capital Facilities Agreement between the Municipality and OAAA dated August 1, 2017 and shall be for public use.

**Effective Date**

4. This by-law comes into force and is effective on August 1, 2017.

By-Law passed in open session this 3<sup>rd</sup> day of July, 2017

  
Adrian Foster, Mayor, /

  
G. Anne Greentree, Municipal Clerk

## MUNICIPAL CAPITAL FACILITY AGREEMENT

This Agreement is dated as of August 1, 2017

BETWEEN:

**THE CORPORATION OF THE  
MUNICIPALITY OF CLARINGTON**  
(the "Municipality")

and

**THE ORONO AMATEUR ATHLETIC ASSOCIATION**  
(the "Association")

### RECITALS:

- A. By an agreement dated September 1, 1977 (the "Land Lease"), The Corporation of the Town of Newcastle (now the Municipality) leased from The Durham Central Agricultural Society the property municipally known as 2 Princess Street, Orono and constructed thereon an arena, community centre and grandstand.
- B. The Orono Arena and Community Centre Board (the "Board") was originally established in 1978 under the *Community Recreation Buildings Act, 1974* (now repealed), and has continued to exist as a municipal service board under what is now section 196 of the *Municipal Act, 2001*, to control and manage the arena and community centre (the "Centre").
- C. The Orono Amateur Athletic Association was incorporated as a not-for-profit corporation by Letters Patent issued on September 28, 1981 to "promote, develop, improve, encourage and advance amateur athletics in all of its phases including hockey, skating, all field and indoor sports, swimming and aerial exercises and to do all such things as are incidental or conducive to the attainment of [those] objects".
- D. In October 1993, the Association entered into a "Statement of Understanding" with the Board to operate and maintain the Centre on behalf of the Board, and the Association has continued to effectively provide such services up to the current date.
- E. In an effort to make it easier and more efficient to make decisions respecting the control and management of the Centre, the Municipality has dissolved the Board and is entering into this Municipal Capital Facility Agreement in accordance with subsection 110(2) of the *Municipal Act, 2001* to allow for such services to be provided directly by the Association to the Municipality.
- F. On July 3, 2017, Council considered Report LGL-007-17 and passed By-law No. 2017-054 which designated the Centre as a municipal capital facility and exempted the Centre from taxation.

NOW THEREFORE the Municipality and the Association agree as follows:

## **PART 1 - INTERPRETATION**

### **Definitions**

1. In this Agreement,

"Agreement" means this Agreement as it may be amended from time to time;

"Association" means The Orono Amateur Athletic Association including, where appropriate, its agents, consultants, contractors, employees and those for whom it is in law responsible;

"Centre" means the Orono Arena and Community Centre and the surrounding parking lot;

"Council" means the Council of the Municipality;

"Land Lease" means the lease agreement referred to in Recital A; and

"Municipality" means The Corporation of the Municipality of Clarington including, where appropriate, its agents, consultants, contractors, employees and those for whom it is in law responsible.

2. In this Agreement,

(a) where reference is made to a consent, waiver, approval, notice, request or other communication, such matters shall be deemed to be qualified by the words "acting reasonably"; and

(b) every provision by which the Association obligated in any way through the words "the Association shall" will be deemed to include the words "at its expense" (including the payment of any applicable taxes).

## **PART 2 - GRANT AND USE**

### **Grant**

3. In consideration of the performance by the Association of its obligations under this Agreement, the Municipality leases to the Association the Centre and agrees to observe and perform all of the covenants to be observed and performed by the Municipality under this Agreement. In consideration of the performance by the Municipality of its obligations under this Agreement, the Association takes the Centre on lease from the Municipality and agrees to observe and perform all covenants to be observed and

performed by the Association under this Agreement.

#### **Use of Centre**

4. The Centre may be used by the Association for such purposes as in its judgment are consistent with the purposes for which it was incorporated which are set out in Recital C. Without limiting the generality of the foregoing, the Association may,
  - (a) fix the hours when the Centre will be open to the public;
  - (b) establish rates, fees or charges for admission to, or use of, the Centre; and
  - (c) adopt policies or rules for the use of the Centre.
5. The Municipality acknowledges that the Association is permitted to allow individuals and organizations to use the Centre on a limited basis in the same manner as members of the public are entitled to use portions of the Municipality's other community centres.
6. The Association shall not be permitted to allow any person to use any portion of the Centre for any period of time for any commercial activity if such use will alter the tax exempt status of the Centre.
7. The Centre shall be used only for the purposes set out in sections 5 and 6 and for no other purpose without the consent of the Municipality.

#### **Nuisance**

8. The Association shall not carry on any activity or do or suffer any act or thing that constitutes a nuisance or which is offensive or an annoyance to the owners or tenants of properties surrounding the Centre.

#### **Assignment and Subletting**

9. In order to ensure compliance with subsection 110(6)(c) of the *Municipal Act, 2001*, the Association shall not assign, sublet or otherwise allow any person to occupy or use any portion of the Centre except as permitted by this Part without the consent of the Municipality.

### **PART 3 - TERM AND RENT**

#### **Term**

10. Subject to section 11, the term of this Agreement shall commence on August 1, 2017 and shall continue until the Land Lease is terminated or expires. By virtue of the Municipality having exercised its options to extend, the current term of the Land Lease

expires on August 31, 2022.

### **Termination**

11. This Agreement may terminate terminated by either party upon 12 months' notice to the other.

### **Overholding**

12. If the Association remains in possession of the Centre after the expiry or earlier termination of the Term, there shall be no tacit renewal of this Agreement or the Term, notwithstanding statutory provisions or legal presumption to the contrary, and the Association shall be deemed to be occupying the Centre as a tenant from month to month upon the same terms, covenants and conditions as are set forth in this Agreement insofar as they are applicable to a monthly tenancy.

### **Rent**

13. The Association shall pay to the Municipality as rent for the entire term in lawful money of Canada the nominal amount of Two Dollars (\$2.00).

### **Utilities**

14. The Association shall pay or cause to be paid all charges for water, gas, electricity, light, heat or power, telephone, internet, cable or other communication service used, rendered or supplied upon or in connection with the Centre throughout the term.

### **Taxes**

15. The parties agree that because the Centre has been designated by the Municipality as a municipal capital facility, the Centre is exempt from taxes levied for municipal and school board purposes.

## **PART 4 - MAINTENANCE AND REPAIRS**

### **Association Responsibilities**

16. Subject to section 19, the Association shall be responsible for such day-to-day repair and maintenance of the Centre as are proper or necessary to keep the Centre clean and in good condition. This responsibility shall include janitorial services and snow removal.
17. The Association shall not alter any physical component of the Centre without approval from the Municipality.
18. The Association shall promptly notify the Municipality's Director of Operations of any significant accident, defect, damage or deficiency in or on any part of the Centre which

comes to its attention.

### **Municipal Responsibilities**

19. The Municipality shall be responsible for all repairs and maintenance to the Centre's structure including its roof, foundation or load bearing walls, building envelope, mechanical systems and elevator.
20. The Operations Department of the Municipality shall assign a representative who will act as a staff liaison to the Association to respond to building maintenance and repair issues. As the Municipal liaison, this individual shall attend the Association board meetings as a non-voting resource person when requested.

## **PART 5 - INSURANCE**

### **Building Insurance**

21. The Municipality shall take out and maintain insurance for the building, including all building components (i.e. mechanical).

### **Director's Liability Insurance**

22. The Association shall be required to obtain its own director's liability insurance.

### **Contents Insurance**

23. The Association shall be required to obtain its own contents insurance.

### **CGL Insurance**

24. The Association shall take out and maintain commercial general liability insurance pertaining to the Association's liability to others in respect of injury, death or damage to property occurring upon, in or about the Centre, such insurance to be of an amount which is reasonable and sufficient having regard to the scope of the risk and the current practice of prudent owners of similar building for the carrying on of similar businesses, but in any event in an amount not less than five million dollars (\$5,000,000.00) for claims arising out of one occurrence. Such policy shall also name the Municipality as an additional insured and may not be cancelled unless prior notice by registered letter has been given to the Municipality by the insurer 30 days in advance of the expiry date.
25. If requested, the Association shall file with the Municipality a Certificate of Insurance in a form satisfactory to the Municipality's Director of Finance, verifying that the insurance required by this Agreement is in effect and setting out the essential terms and conditions of the insurance.
26. The provision of the insurance required by this Agreement shall not relieve the Association from liability for claims not covered by the policy or which exceed its limits,



if any, for which the Association may be held responsible.

### **Insurance Risks**

27. The Association shall not do, omit to do, or permit to be done or omitted to be done upon the Centre anything that may contravene or be prohibited by any of the Municipality's insurance policies in force from time to time covering or relevant to any part of the Centre or which would prevent the Municipality from procuring its policies with companies acceptable to the Municipality. If the occupancy of the Centre, the conduct of activity in the Centre or any acts or omissions of the Association at the Centre causes or results in any increase in premiums for any of the Municipality's insurance policies, the Association shall pay such increase to the Municipality.

### **Indemnification**

28. Each of the Municipality and the Association shall indemnify and save harmless the other from and against any and all actions, losses, damages, claims, costs and expenses (including solicitors' fees on a solicitor and client basis) to which the party being indemnified shall or may become liable by reason of any breach, violation or non-performance by the party so indemnifying of any covenant, term or provision of this Agreement or by reason of any damage, injury or death occasioned to or suffered by any person or persons including the Municipality or the Association, as the case may be, or any property by reason of any wrongful act, neglect or default on the part of the party so indemnifying or any of those persons for whom it is in law responsible. For greater certainty, the limitation of liability set out above in this section does not extend to claims, losses or damages resulting in whole or in part from the gross negligence or wilful misconduct of the party claiming indemnification, its employees or those for whom it is in law responsible.

## **PART 6 - REMEDIES**

### **Municipality's Right to Remedy Default**

29. In addition to all other remedies the Municipality may have under this Agreement and in law, if the Association is in default of any of its obligations under this Agreement, and such default has continued for a period of 30 days after receipt of notice by the Association (or such longer period as may be reasonably required in the circumstances to cure such default, except in an emergency where the Municipality will not be required to give notice), the Municipality, without prejudice to any other rights which it may have with respect to such default, may remedy such default and the Association shall be responsible for all such costs.

### **Waiver**

30. No condoning, excusing or overlooking by the Municipality of any default, breach or non-observance by the Association at any time or times in respect of any covenant,

obligation or agreement under this Agreement shall operate as a waiver of the Municipality's rights hereunder in respect of any continuing or subsequent default, breach or non-observance, or so as to defeat or affect in any way the rights of the Municipality in respect of any such continuing or subsequent default or breach, and no waiver shall be inferred from or implied by anything done or omitted by the Association save only an express waiver in writing.

## **PART 7 - FINANCIAL**

### **Grant Requests**

31. Any grant request from the Association submitted for Council's consideration shall include financial statements from the Association's previous fiscal year and current unaudited financial statements.
32. If requested by the Municipality, as part of the review of any grant, all minutes, books, records, documents, transactions, accounts and vouchers of the Association related to the grant shall be open to the Municipality for inspection.

## **PART 8 - MISCELLANEOUS**

### **Employees**

33. No employee of the Association be considered an employee of the Municipality under any circumstances.

### **Quiet Enjoyment**

34. The Municipality shall permit the Association to peaceably possess and enjoy the Centre during the Term without any interference from the Municipality, or any person lawfully claiming by, from or under the Municipality provided the Association is not in default.

### **Right of Entry**

35. The Association agrees to permit the Municipality to enter the Centre during normal business hours for the purpose of inspecting the same, and the Association shall arrange for such entry at a time convenient to both parties. The Municipality shall use its best efforts to minimize the disruption to the Association's operations during any such entry.

### **Signs**

36. The Association may only erect signs at the Centre with the Municipality's approval. All



Attention: Allen Lagace  
Email: [oronoassociation@gmail.com](mailto:oronoassociation@gmail.com)

or such other address or number of which one party has notified the others. Any such notice shall be effective from the date that it is so transmitted, mailed, emailed or delivered.

**Governing Law**

43. This Agreement shall be governed by, and be construed and interpreted in accordance with, the laws of Ontario and the laws of Canada applicable in Ontario.

**Successors and Assigns**

44. This Agreement shall extend, be binding upon and enure to the benefit of the parties, their respective successors and permitted assigns.

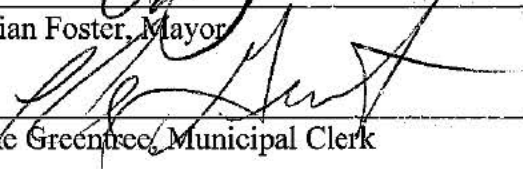
**Severability**

45. The invalidity or unenforceability of any provision in this Agreement shall affect the validity or enforceability of such provision only and any such invalid provision shall be deemed to be severable from the balance of this Agreement.

**WITNESS WHEREOF** the parties have executed this Agreement.

**THE CORPORATION OF THE MUNICIPALITY  
OF CLARINGTON**

  
\_\_\_\_\_  
Adrian Foster, Mayor

  
\_\_\_\_\_  
Anne Greentree, Municipal Clerk

**THE ORONO AMATEUR ATHLETIC ASSOCIATION**

  
\_\_\_\_\_  
\_\_\_\_\_

**From:** Maryann Weaver <mweaver@thearchipelago.on.ca>  
**Sent:** July-26-17 3:01 PM  
**To:** bmauro.mpp.co@liberal.ola.org; amo@amo.on.ca  
**Subject:** Reconsider Proposed Changes Under Bill 86, RE: Out of Court Payments  
**Attachments:** Reconsider Proposed Changes Under Bill 86.pdf

The Honourable Bill Mauro:

Please find attached a copy of a resolution requesting reconsideration of the proposed changes under Bill 86.

We would appreciate your support in this matter.

Regards,

Maryann Weaver

--  
 Maryann Weaver  
 Clerk  
 Township of The Archipelago  
 Phone: ( 705 ) 746 - 4243 Ext:301  
 Fax:: ( 705 ) 746 - 7301  
<http://www.thearchipelago.on.ca/>

**C.S. - LEGISLATIVE SERVICES**

|                         |
|-------------------------|
| <b>Original</b>         |
| To: CIP                 |
| <b>Copy</b>             |
| To:                     |
|                         |
|                         |
|                         |
| <b>C.C. S.C.C. File</b> |
| Take Appr. Action       |



The Corporation of  
**THE TOWNSHIP of The Archipelago**

9 James Street, Parry Sound, Ontario P2A 1T4

Email: [mweaver@thearchipelago.on.ca](mailto:mweaver@thearchipelago.on.ca)

Phone: 705-746-4243 ext. 301 • Fax: 705-746-7301

July 26, 2017

The Honourable Bill Mauro  
Minister of Municipal Affairs  
777 Bay Street – 17<sup>th</sup> Floor  
Toronto, Ontario M5G 2E5

Email: [bmauro.mpp.co@liberal.ola.org](mailto:bmauro.mpp.co@liberal.ola.org)

Dear Sir,

**RE: Reconsider Proposed Changes Under Bill 86. Re: Out of Court Payments**

Please be advised that this matter was heard by Council at its Council meeting held on July 21, 2017, and in this regard Council enacted the following resolution:

**17-091**

**Moved by Councillor French  
Seconded by Councillor Walker**

**WHEREAS** Council for the Township of The Archipelago has received a request for support of a resolution enacted by the Municipality of Killarney regarding the proposed changes under Bill 68 pertaining to out of court payments;

**NOW THEREFORE BE IT RESOLVED** that Council for the Township of The Archipelago supports the Municipality of Killarney in their request to the Minister of Municipal Affairs to reconsider the proposed changes under Bill 68 pertaining to out of court payments;

**BE IT FURTHER RESOLVED THAT** a copy of this resolution be forwarded to the Premier of Ontario, Minister of Municipal Affairs, local MPP's, FONOM, AMO and all Ontario Municipalities.

Carried.

Regards,

Maryann Weaver  
Clerk

cc Hon. Kathleen Wynne, Premier of Ontario  
Norm Miller, MPP Parry Sound - Muskoka  
Tony Clement, MP Parry Sound - Muskoka  
FONOM  
AMO  
All Ontario Municipalities

30-27-17-1811



**The Corporation of the Municipality of Killarney**  
32 Commissioner Street  
Killarney, Ontario  
P0M 2A0

**MOVED BY: Pierre Paquette**

**SECONDED BY: Nancy Wirtz**

**RESOLUTION NO. 17-198**

**BE IT RESOLVED THAT** the Municipality of Killarney appeal to the Minister of Municipal Affairs to reconsider the proposed change to the Municipal Act, 2001 as a result of Bill 68 regarding tax registration procedures which would end payments out of court for municipalities. The proposed amendment to Section 380 (8) and (9) would see out of court payments revert back to the Crown;

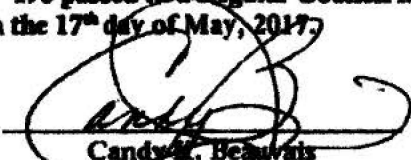
**FURTHER THAT** tax sale proceedings involve a significant amount of staff time which is an expense to a municipality and it is only fair that municipalities continue to be eligible for these payments out of court;

**FURTHER THAT** tax sale revenues assist municipalities with various expenditures which to some extent alleviate the burden of the reduction of revenues of various Provincial grants/programs and the continual "downloading" upon small municipalities.

**FURTHER THAT** this resolution be forwarded to the Premier of Ontario, the Minister of Municipal Affairs, our local MPP's, FONOM, AMO, Ontario Small Urban Municipalities as well as all Ontario municipalities.

**CARRIED**

I, Candy K. Beauvais, Clerk Treasurer of the Municipality of Killarney do certify the foregoing to be a true copy of Resolution #17-198 passed in a Regular Council Meeting of The Corporation of the Municipality of Killarney on the 17<sup>th</sup> day of May, 2017.

  
Candy K. Beauvais  
Clerk Treasurer

Barristers &amp; Solicitors

WeirFoulds<sup>LLP</sup>

|                       |
|-----------------------|
| Original<br>To: CIP   |
| Copy<br>To: T. Fraser |
| C. Boyd               |
| P. Gillespie          |
| RSC                   |
| C.C. S.C.C. File      |
| Take Appr. Action     |

Jennifer Meader  
T: 905-829-8600  
jmeader@weirfoulds.com

File 18287.00001

July 19, 2017

**SENT BY EMAIL**

The Regional Municipality of Durham  
605 Rossland Road East  
Whitby, ON L1N 6A3

Attention: Ralph Walton, Regional Clerk

Dear Sir:

**Re: DEVELOPMENT CHARGES COMPLAINT**  
**425 Taunton Road West**  
**Valiant Rentals Properties Limited**

We represent Valiant Rental Properties Limited with respect to the property municipally-known as 425 Taunton Road West, within the Region of Durham (the "**Subject Property**"). On May 12, 2017, and May 23, 2017, Regional development charges ("**DCs**") totaling \$247,874.76 were paid in respect of Building Permit Nos. 201700254 and 201700255 (the "**Building Permits**"), for two self-storage buildings on the Subject Property.

We hereby file this complaint pursuant to section 20 of the *Development Charges Act, 1997*, S.O. 1997, C.27, (the "**DC Act**") on the basis that:

1. The amount of the DCs was incorrectly determined; and
2. There was an error in the application of the development charge by-law.

The Regional DCs were charged for Regional Roads, Regional Transit, Sanitary Sewerage and Water Supply for 18,293.34 square feet of gross floor area at the commercial rate<sup>1</sup>. In accordance with the Durham Region DC By-law No. 16-2013 (the "**DC By-law**") and the DC Act, it was an error to charge for Sanitary Sewerage and Water Supply.

<sup>1</sup> The DC's were originally paid at the Institutional rate on May 12, 2017 (\$200,860.87), but an additional payment(\$47,013.89) was made on May 23, 2017 to reflect the Commercial rate.



The DC By-law, section 12(1)(b), is clear that Regional Water Supply and Sanitary Sewer Charges are only payable where the development is serviced by these Regional services:

(b) Regional Water Supply and Sanitary Sewer Charges

- (i) where the lands, buildings or structure are serviced by regional water supply services, the development charge with respect to water supply services according to the gross floor area of the commercial use;
- (ii) where the lands, buildings or structures are serviced by regional sanitary sewers services, the development charge with respect to water supply services according to the gross floor area of the commercial use. [Emphasis added]

The two self-storage buildings on the Subject Property for which the Building Permits were issued will not be serviced by either regional water supply services or regional sanitary sewer services. As such, the DC By-law does not authorize the collection of Regional DCs for either of these services. This is fair and reasonable since the basic structure of the DC Act is that charges must be justified by an increased need for municipal services.

Section 2(1) of the DC Act provides that a municipal by-law may only impose development charges “to pay for increases in capital costs required because of increased needs for services arising from development”. The corollary is that where the development does not increase the need for or burden on service, DCs should not be charged. Two additional self-storage buildings on the Subject Property that will not be serviced by water or sanitary sewers, do not increase the capital costs of regional water supply or sanitary sewerage. Section 12(1)(b) of the DC By-law properly implements section 2(1) of the DC Act and captures the current circumstances.

On the basis of the above reasons and such further reasons as may arise, we would respectfully request that the Region proceed to schedule a hearing of this complaint before Council. We would appreciate the opportunity to discuss this complaint with staff in hopes of having it addressed in advance of the hearing date. Should you require any additional information, please do not hesitate to contact us. Otherwise, we look forward to working with staff to rectify this matter.

Yours truly,

**WeirFoulds LLP**

A handwritten signature in black ink, appearing to read "Jennifer Meader". The signature is written in a cursive, flowing style.

Per: Jennifer Meader

JM/MWC

CC: Beth Kelly, Valiant Rental Properties Limited



The Regional Municipality of Durham

COMPLAINT TO COUNCIL OF THE REGIONAL MUNICIPALITY OF DURHAM REGARDING THE IMPOSITION OF A DEVELOPMENT CHARGE

OFFICE USE ONLY
FILE NO.:
DATE RECEIVED:

(PLEASE TYPE OR PRINT)

1. Name of Complainant(s): Valiant Rental Properties Limited
Complete Address:
Telephone: Fax:

2. Name of Registered Owner(s) (if different than above):

3. Name of Solicitor/Agent, if any, representing Complainant(s): Jennifer Measder, WeirFoulds LLP
Complete address: 10-1525 Cornwall Road, Colville, ON L6T 0B2
Telephone: 416.947.5099 Fax: 416.385.1870

4. Notices to the Complainant(s) can be given to (Choose one only):
Complainant(s): Solicitor/Agent: X
at the address shown above.

5. LOCATION OF SUBJECT PROPERTY:
Area Municipality: Oshawa
Municipal Address: 425 Taunton Road
Lot: Concession:
Lot/Block: Registered Plan No.

- 6. DEVELOPMENT APPROVAL(S) APPLIED FOR (Please indicate with a checkmark):
(a) passage or amendment of a zoning by-law under section 34 of the Planning Act
(b) minor variance under section 45 of the Planning Act
(c) conveyance of land to which a by-law passed under subsection 50(7) of the Planning Act applies
(d) plan of subdivision under section 51 of the Planning Act
(e) consent under section 53 of the Planning Act
(f) description under section 9 of the Condominium Act, 1998
(g) building permit under the Building Code Act, 1992 X

- 7. REASONS FOR COMPLAINT (Please indicate with a checkmark):
(a) the amount of the development charge imposed was incorrectly determined X



## Action Items Committee of the Whole and Regional Council

| Meeting Date                                | Request   | Assigned Department(s)                 | Anticipated Response Date |
|---|---|--|---------------------------|
| September 7, 2016<br>Committee of the Whole | Staff was requested to provide information on the possibility of an educational campaign designed to encourage people to sign up for subsidized housing at the next Committee of the Whole meeting. (Region of Durham's Program Delivery and Fiscal Plan for the 2016 Social Infrastructure Fund Program) (2016-COW-19) | Social Services / Economic Development | October 5, 2016           |
| September 7, 2016<br>Committee of the Whole | Section 7 of Attachment #1 to Report #2016-COW-31, Draft Procedural By-law, as it relates to Appointment of Committees was referred back to staff to review the appointment process.  | Legislative Services                   | First Quarter 2017        |
| October 5, 2016<br>Committee of the Whole   | That Correspondence (CC 65) from the Municipality of Clarington regarding the Durham York Energy Centre Stack Test Results be referred to staff for a report to Committee of the Whole  | Works                                  |                           |
| December 7, 2016<br>Committee of the Whole  | Staff advised that an update on a policy regarding Public Art would be available by the Spring 2017.  | Works                                  | Spring 2017               |
| January 11, 2017<br>Committee of the Whole  | Inquiry regarding when the road rationalization plan would be considered by Council. Staff advised a report would be brought forward in June.   | Works                                  | June 2017                 |

| Meeting Date                            | Request  | Assigned Department(s)              | Anticipated Response Date |
|---|--|-------------------------------------|---------------------------|
| January 18, 2017                        | In light of the proposed campaign self-contribution limits under Bill 68 and the recent ban on corporate donations which will require candidates for the elected position of Durham Regional Chair to raise the majority of their campaign funds from individual donors, staff be directed to prepare a report examining the potential costs and benefits of a contribution rebate program for the Region of Durham. | Legislative Services                | Fall 2017                 |
| March 1, 2017<br>Committee of the Whole | Staff was directed to invite the staff of Durham Region and Covanta to present on the Durham York Energy Facility at a future meeting of the Council of the Municipality of Clarington.  | Works                               |                           |
| March 1, 2017<br>Committee of the Whole | Staff was requested to advise Council on the number of Access Pass riders that use Specialized transit services.   | Finance/DRT                         | March 8, 2017             |
| March 1, 2017<br>Committee of the Whole | A request for a report/policy regarding sharing documents with Council members.  | Corporate Services - Administration | Prior to July 2017        |

| Meeting Date                                  | Request   | Assigned Department(s)                    | Anticipated Response Date |
|---|---|---|---------------------------|
| <p>May 3, 2017<br/>Committee of the Whole</p> | <p>Discussion ensued with respect to whether data is collected on how many beds are created through this funding; and, if staff could conduct an analysis of the Denise House funding allocation to determine whether an increase is warranted. H. Drouin advised staff would investigate this and bring forward this information in a future report.</p> | <p>Social Services</p>                    |                           |
| <p>May 3, 2017<br/>Committee of the Whole</p> | <p>Discussion ensued with respect to whether staff track the job loss vacancies in Durham Region, in particular the retail market. K. Weiss advised that staff will follow-up with the local area municipalities and will report back on this matter.</p>   | <p>Economic Development &amp; Tourism</p> |                           |