



## The Regional Municipality of Durham

### Committee of the Whole Agenda

Wednesday, June 14, 2023, 9:30 a.m.

Regional Council Chambers

Regional Headquarters Building

605 Rossland Road East, Whitby

The Committee of the Whole Meeting will commence immediately following the Special Council Meeting.

If this information is required in an accessible format, please contact 1-800-372-1102 ext. 2097.

Note: This meeting will be held in a hybrid meeting format with electronic and in-person participation. Committee meetings may be [viewed via live streaming](#).

---

	Pages
1. Roll Call	
2. Declarations of Interest	
3. Statutory Public Meetings	
There are no statutory public meetings	
4. Presentations	
4.1 Stella Danos-Papaconstantinou, Commissioner, Social Services, and Alan Robins, Director, Housing Services	3
Re: At Home in Durham, the Durham Housing Plan 2014-2024 Annual Report (2023-COW-26) [Item 7.3]	
5. Delegations	
There are no delegations	
6. Correspondence	
7. Reports	
7.1 Report #2023-COW-24	17
Durham Greener Homes Program 2023 Update	
7.2 Report #2023-COW-25	25
Automated Speed Enforcement and Red-Light Camera Program Update	

7.3	Report #2023-COW-26 At Home in Durham, the Durham Housing Plan 2014-2024 Annual Report	46
7.4	Report #2023-COW-27 Durham Climate Roundtable - Amended Collaboration Agreement with OntarioTech University	59
7.5	Report #2023-COW-28 Prebudget Approval for the Addition of Permanent Staff Complement to Address Emerging Priorities	74
7.6	Report #2023-COW-29 Expropriation of Lands Required for the Proposed Liberty Street (Regional Road 14) Road Rehabilitation and Urbanization Project from Longworth Avenue to Concession Road 3 in the Municipality of Clarington	82
<b>8.</b>	<b>Confidential Matters</b>	
8.1	Report #2023-COW-30 Confidential Report of the Commissioner of Works - Proposed or Pending Acquisitions or Disposition of Land for Regional Corporation Purposes as it relates to Property in the Town of Whitby  Under Separate Cover	
8.2	Report #2023-COW-31 Confidential Report of the Commissioners of Works, Finance and Social Services – Proposed or Pending Acquisition or Disposition of Land for Regional Corporation Purposes as it relates to Property in the Town of Whitby  Under Separate Cover	
<b>9.</b>	<b>Adjournment</b>	



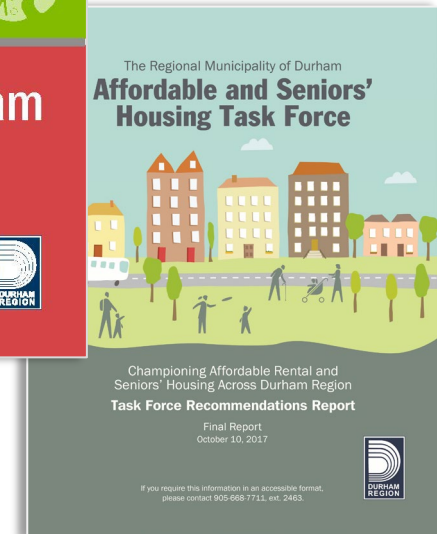
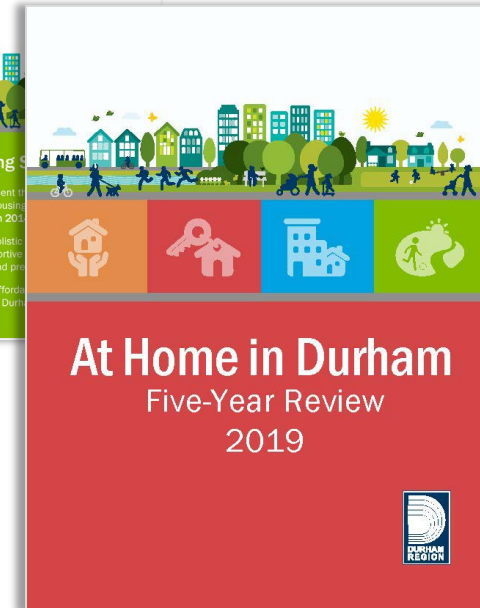
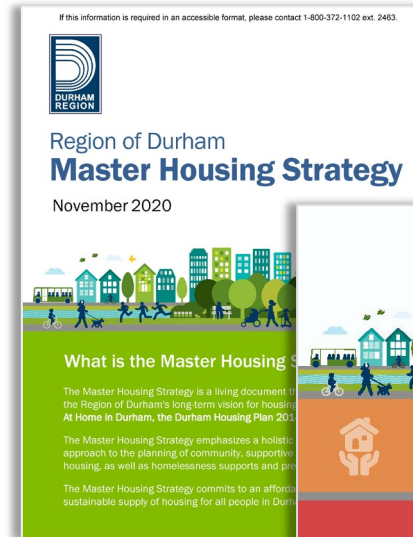
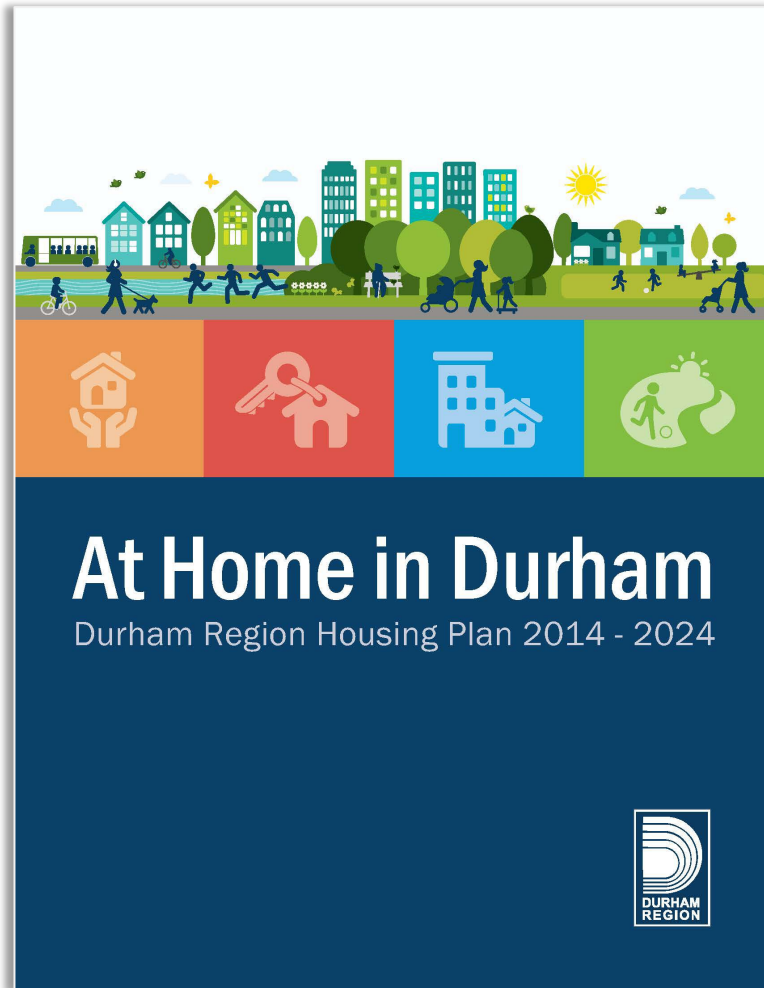
# At Home in Durham

Stella Danos-Papaconstantinou, Commissioner, Social Services

Alan Robins, Director of Housing Services

June 14, 2023

# At Home in Durham



# Our Commitments



Reduce chronic homelessness to zero



Increase the supply of affordable rental housing by 1,000 units

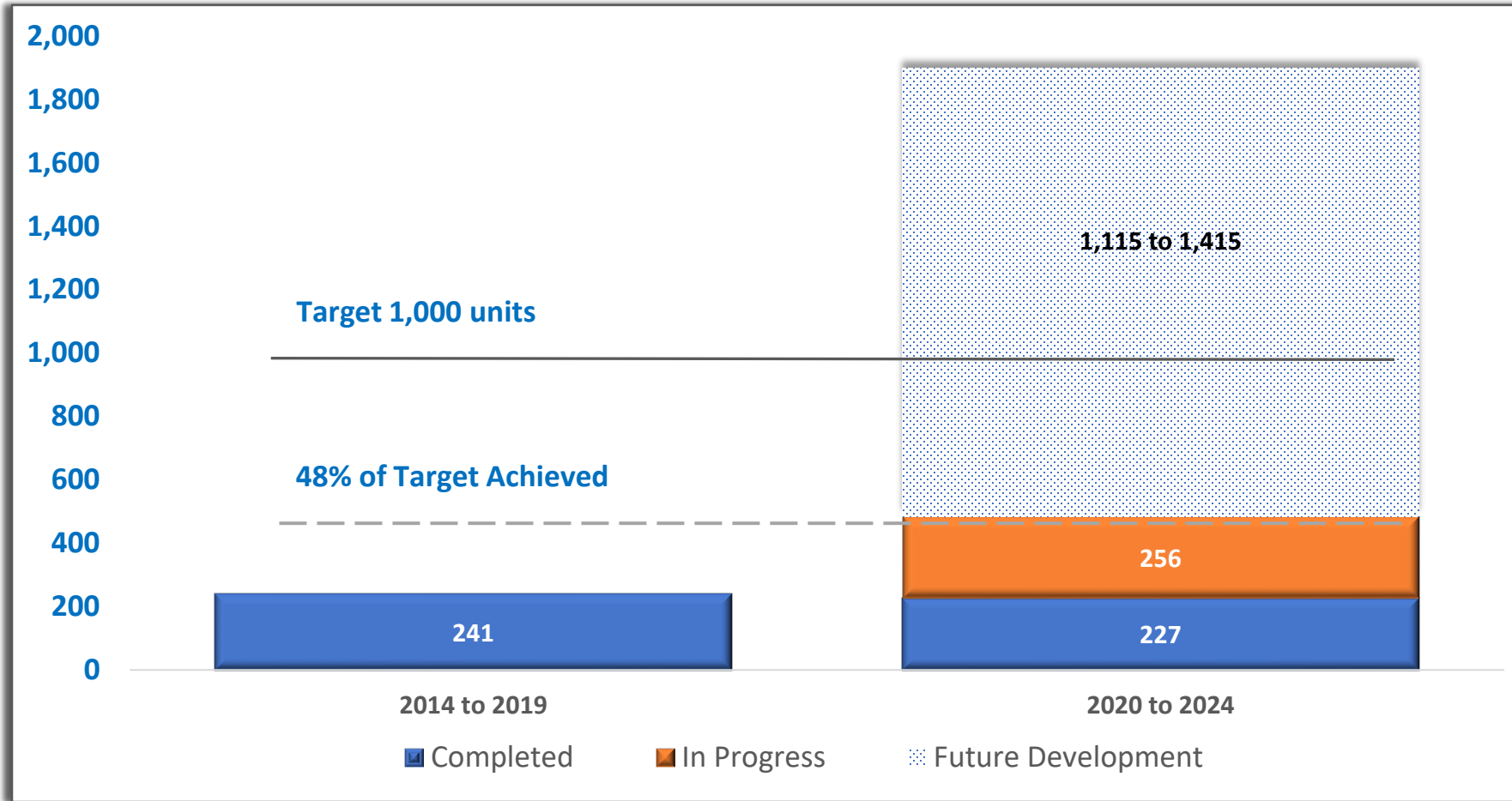


Increase the supply of medium to high density housing



Make significant progress in the regeneration of community housing

# New Affordable Rental Housing Units





# Projects Under Development

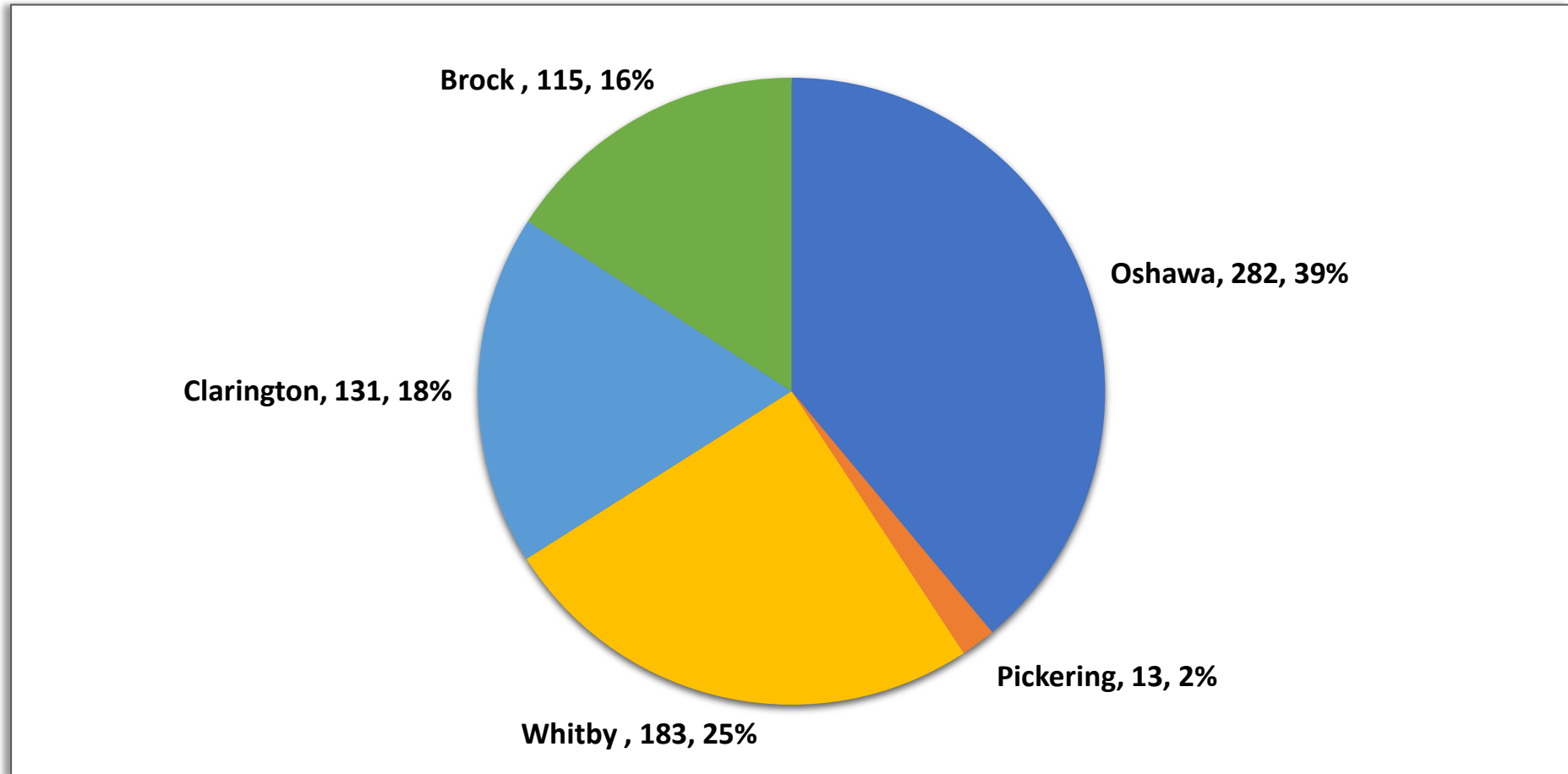
8 projects | 256 units

- Beaverton Supportive Housing (47)
- Non-profit development (121)
- AHIP Projects (88)

To be completed between 2023 and 2026



## Affordable Housing Unit - Completed and In Progress By Municipality





# At Home Incentive Program

- Capital funding for new purpose-built affordable rental housing
  - Minimum 5 per cent of units must be affordable
  - Minimum 25 year affordability period
- 2022 Call for applications resulted in a \$7.45 million investment
  - \$5.5 M Oshawa 75 units
  - \$1.95 M Pickering 18 units
- Next call for applications expected in Fall 2023



# Financial Housing Benefits

- Low- and moderate-income renters need rental assistance to make rents affordable
- **Canada-Ontario Housing Benefit (COHB)**  
Federally/provincially funded benefit that can be used anywhere in Ontario  
Administered by Ministry of Finance
- **Durham PHB**  
Municipally funded benefit that can be used anywhere in Durham

# Community Housing

Opportunity to rethink community housing partnerships at EOA/EOM

- Housing Services Act changes – July 2020
  - Streamlined framework to support long-term sustainability of community housing
- Regulatory changes – July 2022
  - Part VII.1 service agreements
  - Alternate forms of financial housing assistance
  - Exit agreements



# Capital Needs

## Insufficient capital reserves to address capital needs

- \$15 million annual capital requirements
- Less than \$5 million in annual capital reserve contributions

## COCHI funding is increasing

- 2022 funding = \$0.9 million
- 2023-2024 funding = \$4.6 million
- 2024-2025 funding = \$6.3 million





# Envision Durham



- Ensuring an adequate supply of housing in Durham
- Stronger policies to prevent the loss of rental housing
- New affordable housing target of at least 35 per cent in Strategic Growth Areas
- New policy to encourage less expensive housing
- Reduced parking standards
- Regional Housing Assessment Report to support Inclusionary Zoning
- Requiring an affordability and accessibility analysis for all major residential development applications



# Homelessness

- 2022 By-Name List (BNL) & Co-ordinated Access
  - 218 homeless people and families housed
  - 131 chronically homeless
- 2023 homelessness funding increase
  - \$25.6 million – total federal, provincial and Regional funding
  - \$6.3 million – Regional funding increased from \$27,000 in 2021
  - \$12.1 million – planned for housing programs or homelessness prevention
- Ending homelessness requires a co-ordinated and responsive continuum of supports for people experiencing homelessness – supported by a robust and affordable rental sector.

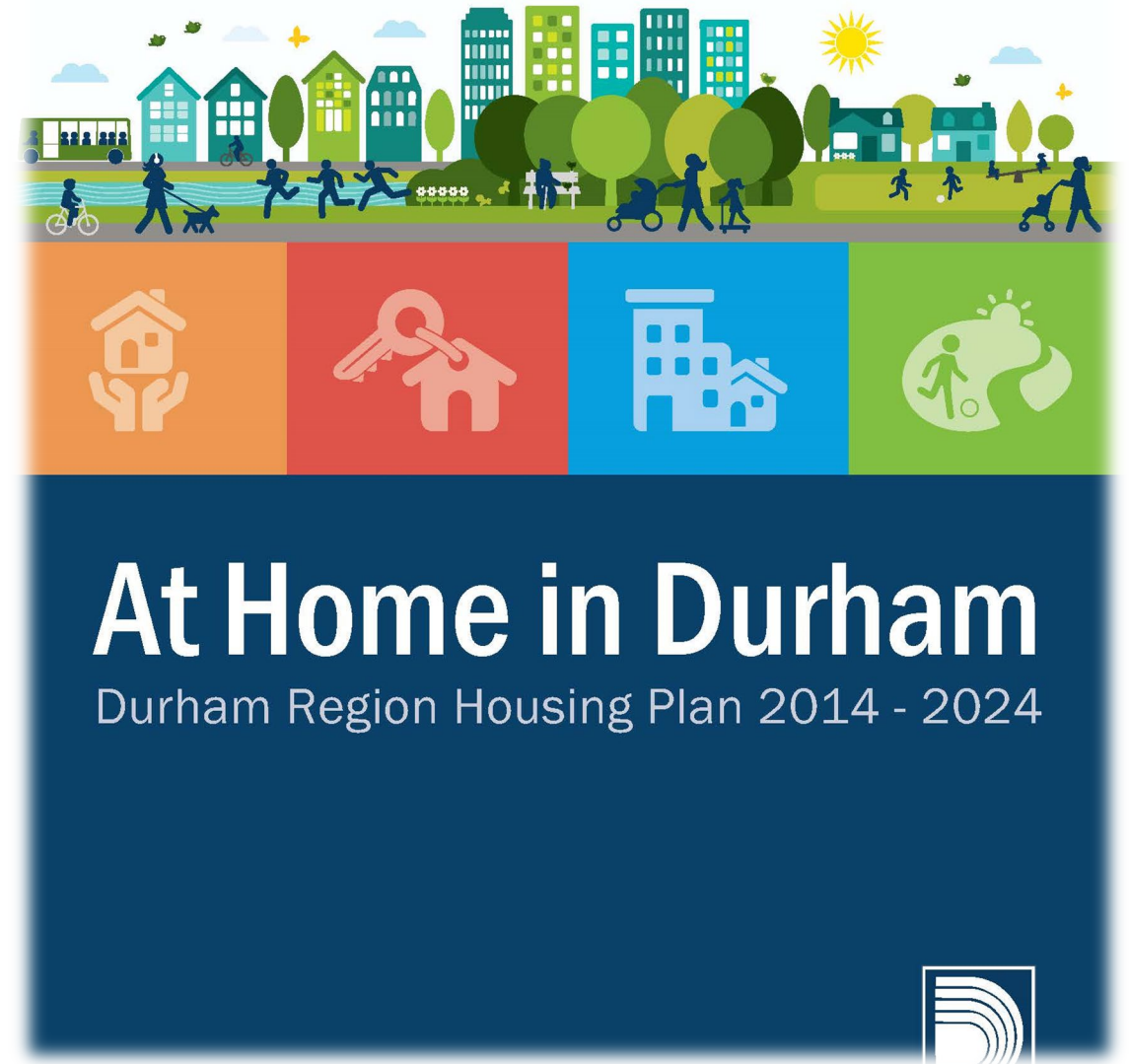
## Next Steps

New housing development

Renewed community  
housing partnerships

Housing benefits

At Home in Durham 2025-  
2035





# Contact

Alan Robins

Director, Housing Services Division

905-668-4113, extension 2500

[alan.robins@durham.ca](mailto:alan.robins@durham.ca)

[durham.ca](http://durham.ca)

[@RegionofDurham](#)





# The Regional Municipality of Durham Report

---

To: Committee of the Whole  
From: Chief Administrative Officer  
Report: #2023-COW-24  
Date: June 14, 2023

---

**Subject:**

Durham Greener Homes Program 2023 Update

---

**Recommendation:**

That the Committee of the Whole recommends to Regional Council:

That Council receive the Durham Greener Homes program update for information.

---

**Report:**

**1. Purpose**

- 1.1 This report provides Committee and Council with an update on results of the Durham Greener Homes Program following its first year of implementation (April 28, 2022, to April 30, 2023), and describes next steps to enhance the program moving forward into year two. This report includes:
- a. a description of the role building retrofits play in meeting Durham Region's community-wide target of net zero greenhouse gas (GHG) emissions by 2050 and the opportunity to catalyze those retrofits;
  - b. results of the Durham Greener Homes Program in year one of implementation; and
  - c. proposed amendments to the Durham Greener Homes program for year two of operations.

**2. Background**

- 2.1 In 2019, through approval of recommendations in [Report #2019-A-18](#) Regional Council endorsed the Durham Community Energy Plan ([DCEP](#)), which outlined a collaborative strategy to reduce greenhouse gas (GHG) emissions and facilitate the

transition towards a clean energy economy. Durham's respective local area municipal Councils, and local electricity distribution companies also endorsed the DCEP in 2019. DCEP recommended a low carbon pathway structured around six key program areas, one of which was a deep retrofit program to enable energy and GHG emissions reductions in the existing building stock.

- 2.2 In January 2020, Regional Council [declared a climate emergency](#) and directed staff to, among other things:
  - a. report on a 2025 near-term implementation plan, including concrete actions and resource implications (staff and financial), as well as necessary roles for various levels of government, individual residents, and the business community, to achieve stated GHG emissions reduction targets; and
  - b. work with senior levels of government to accelerate ambition and action to meet the urgency of climate change and provide resources for municipalities and the public to reduce emissions and build resiliency to climate impacts.
- 2.3 In June 2020, Regional Council approved a conceptual program design for a home energy retrofit program, as outlined in [Report #2020-A-12](#), and authorized staff to submit a funding application the Federation of Canadian Municipalities' (FCM) Green Municipal Fund (GMF) under the Community Efficiency Financing (CEF) program for residential energy projects.
- 2.4 In June 2020, Regional Council also approved a proposed investment plan for the Climate Mitigation and Environmental Initiatives Reserve Fund through [Report #2020-A-13](#) which included a \$350,000 allocation for the Durham Greener Homes project to provide matching funding in support the FCM GMF CEF funding application and initial implementation.
- 2.5 In June 2021, Natural Resources Canada (NRCan) launched the Greener Homes Grant Program, which offers homeowners \$5,000 grants for home energy retrofits and \$600 for home EnerGuide assessments. NRCan also released \$10 million for training energy advisors. The demand for energy assessments and energy retrofits has surged in large part due to these programs being made available.
- 2.6 In April 2022, the Region and FCM signed the GMF Funding Agreement which secured up to \$1,889,470 in grant funding and \$1,500,000 in the form of a dedicated loan loss reserve to support lending from participating local third-party lending partners. The grant funding is for use in operationalizing the home energy retrofit program for an initial four-year implementation period from 2022 to 2026. The loan loss reserve funding is intended to cover a portion of eligible loan losses experienced by participating lending institutions should a participating homeowner default on loan repayments related to a Program-supported loan. The Region will not be responsible for any loan losses incurred by participating lending institutions.
- 2.7 [Information Report #2022-INFO-15](#) provides a comprehensive overview on the background and design of the Durham Greener Homes Program.



### **3. Program Rationale**

- 3.1 According to the Intergovernmental Panel on Climate Change (IPCC) “rapid, far reaching and unprecedented changes in all aspects of society are required to avoid catastrophic impacts associated with climate change.”
- 3.2 The buildings sector is currently responsible for 28 per cent of community-wide GHG emissions in Durham Region, with most of those emissions coming from residential buildings.
- 3.3 Integrated emissions modelling done through the development of the DCEP indicates that the existing building stock must be transformed in the following ways over the next 30 years to achieve the desired GHG reduction targets:
  - a. nearly all existing homes and commercial buildings must be retrofit to achieve an average thermal and electrical savings of 40 per cent by 2050;
  - b. air source heat pumps are added to 40 per cent of residential buildings and 30 per cent of commercial buildings by 2050;
  - c. ground source heat pumps are added to 20 per cent of residential and 25 per cent of commercial buildings by 2050; and
  - d. 80 per cent of all buildings have solar photovoltaic systems by 2050.
- 3.4 Significant investment is needed to achieve these retrofit measures community-wide. Due to the ownership structure of the building sector, it is expected that most of the investments will be from the private sector. There is nonetheless a role for municipalities to play in catalyzing these investments and helping to drive down costs for property owners while optimizing GHG reductions.

### **4. Durham Greener Homes Program Overview**

- 4.1 The Durham Greener Homes Program was designed to provide tools, resources, education, and incentives to help residents take action to reduce their home energy consumption, costs and GHG emissions. Through a competitive procurement process the Region retained Windfall Ecology Centre (Windfall), to act as the delivery agent on behalf of the Region. Windfall provides a comprehensive “one-stop shop” solution featuring:
  - a. access to a [home energy coach](#) to support homeowners through the home energy retrofit process, including the completion of a home energy audit, support with choosing a contractor, help identifying available rebates and facilitating access to third-party financing services;
  - b. [interactive website](#) with home energy efficiency tools and resources, as well as a participant web portal to facilitate the tracking of a homeowner’s retrofit projects;

- c. additional [rebate incentives](#) above what is currently available through government and electrical/natural gas utility-based programs to enable deeper energy retrofits; and
  - d. innovative third-party [financing partnerships](#) through a loan loss reserve that enables access to financing services for eligible participants. This is truly innovative, being the first and only one of its kind in Canada to provide this third-party financing service.
- 4.2 Recognizing that retrofits are specific to each home's needs, the energy coach helps to navigate the complexity of the retrofit, providing guidance on the interconnectivity of the existing technology and challenges, especially the scheduling of improvements, synchronizing technology and capacity to ensure whole-home improvements.
- 4.3 Basic improvements include air sealing, installing smart and programmable thermostats, and replacing windows and doors all help to make a home more energy efficient. Combining these initiatives with the energy options such as installation of solar systems, solar hot water heaters, battery energy storage, insulation upgrades, electric vehicle chargers, and any fuel switching from furnace oil, propane, or natural gas to electric heat pumps helps to achieve deeper energy savings and lower overall GHG emissions.
- 4.4 Additional [deep retrofit incentives](#) are available to residents who can reduce their GHG emissions by 50 per cent or greater or achieve third party certifications such as the Canadian Home Builders' Association Net Zero Renovation labelling program. To be eligible, project costs must be at least \$30,000 before taxes. The deep retrofit incentive is stackable with [Enbridge and Canada Greener Homes](#) grant programs.

## **5. Experience to Date with Durham Greener Homes Program**

- 5.1 The Durham Greener Homes program launched in April 2022 and has seen 535 residents enrol in the program as of April 30, 2023. Of this total, more than eighty participants completed an energy audit, and seven completed deep retrofit projects with GHG savings of at least 50 per cent. A total of \$33,165 in deep retrofit incentives have been allocated to date.
- 5.2 It is believed that these totals are undercounted as they do not include participants who may have received initial coaching support but completed their retrofits outside of the program support services. It is anticipated that completed audits and retrofits will increase as more people move through the program from initial consultation to project completion.
- 5.3 Interest in the program is accelerating, with an average of 54 applications per month within the first four months of 2023, as compared to an average of 40 per month in 2022. The continued demand demonstrates that the Program is helping residents overcome the most significant barriers to home energy retrofits including:

- a. high upfront costs;
  - b. limited knowledge and motivation to complete a retrofit;
  - c. limited understanding of cost savings opportunities; and
  - d. access to financing.
- 5.4 Experience to date has shown that retrofits completed under the Program have achieved approximately 76 per cent average reduction in GHGs from pre-retrofit performance, far exceeding the historical average of a 23 per cent GHG reduction after a home energy retrofit. <sup>1</sup>
- 5.5 Although the pace of retrofits is currently not enough to meet the long-term goal of retrofitting nearly all existing homes in Durham Region, progress to-date represents a significant initial step that can be built on through program enhancements as proposed within this report.
- 5.6 Program uptake by municipality is continuing to grow, supported by a broad and diverse communication and marketing campaign that has been key to driving uptake for the Program. Figure 1 presents an overview of program participants by local area municipality, as well as what that represents as a percentage of total housing stock.

**Figure 1: Durham Greener Homes Program Enrolment by Local Area Municipality**

Municipality	Household Enrolment	2021 Census - Total Private Dwellings	Enrolment as a % of Total Private Dwellings
Ajax	85	39,488	0.21%
Brock	22	4,788	0.46%
Clarington	63	35,953	0.18%
Oshawa	94	66,634	0.14%
Pickering	71	33,425	0.21%
Scugog	40	8,292	0.48%
Uxbridge	47	8,008	0.59%
Whitby	113	46,460	0.24%
<b>Total</b>	<b>535</b>	<b>243,048</b>	<b>0.22%</b>

<sup>1</sup> See Durham Region Home Retrofit Performance Dashboard for more details on historical home retrofit performance: <https://windfallcentre.ca/data-tools/retrofit-performance/durham/>

5.7 Windfall and the Region have been working closely with the local area municipalities and all electrical and natural gas utilities in promoting the program. The following sources have been noted by program participants as their lead into the program, ordered from most to least commonly cited:

- a. internet searches from key word searches in major search engines (34 per cent);
- b. direct mail from water bill inserts as well as Canada Post admail (15 per cent);
- c. word of mouth from community conversations (15 per cent);
- d. Twitter (eight per cent);
- e. Facebook (eight per cent);
- f. newspaper ads and articles (six per cent);
- g. contractor referrals (four per cent);
- h. radio ads (four per cent);
- i. community events (three per cent); and
- j. road signs and digital displays in municipal facilities (three per cent).

## **6. Program Amendment for Year Two of Program Operations**

6.1 The Region is partnering with the Canadian Home Builder's Association (CHBA) to launch the [Towards Net Zero Renovations Project](#) as a component of the Durham Greener Homes program. The CHBA Project is seeking 10 to 15 participants in the Program who are considering upgrading their home to Net Zero Energy or Net Zero Energy Ready. Each participant will receive free expert guidance from a CHBA Qualified Net Zero Energy Advisor, who will work with the renovation contractor to optimize retrofit performance and cost. This represents a \$3,000 to 4,000 value over the course of the project, paid for by CHBA.

6.2 Regional staff have worked with Windfall to further enhance the available incentive options beyond the deep retrofit incentive that was featured as part of the Program launch. Additional incentives that are proposed for year two include:

- a. A heat pump incentive for low-income participants – low-income households typically do not have the financial capacity to implement a comprehensive deep energy retrofit but can benefit financially and environmentally from a targeted heat pump retrofit. This targeted incentive will provide \$1,000 to \$2,000 for a qualifying heat pump installation, which is stackable with other heat pump incentives available from other funding programs; and

- b. Post-retrofit incentive – all Program participants who provide their post-retrofit energy audit information to the program administrator, as well as a testimonial, will be eligible for a \$100 incentive. This incentive will help address a gap in program data associated with program participants who engage energy coaching services, but do not follow-up to notify the program administrator about completed retrofits.

6.3 Figure 2 below provides further details on the new Durham Greener Homes incentive programs that will start in year two.

**Figure 2: Details on the Durham Greener Homes Incentive Programs**

Stream	Eligible Applicant	Purpose	Additional Details
Heat Pump Incentive	Participants who are income qualified	Address barriers to heat pump installation in the low-income market	\$1,000 to \$2,000 for eligible heat pump models. Incentive will not cover more than 100 per cent of heat pump retrofit cost when combined with third party funding sources
Post-retrofit Audit Incentive	All participants	Encourage participants to share data associated with completed retrofits	\$100 for providing a valid pre- and post-retrofit EnerGuide audit file, and testimonial quote to add to the Durham Greener Homes webpage
Deep retrofit Incentive (already in place)	All participants whose retrofit projects result in >50 per cent GHG reductions	Encourage multi-measure retrofits and fuel switching	\$5,000 to \$10,000 available for deep energy retrofits that have a minimum cost of \$30,000. Minimum GHG reduction is 50 per cent (\$5,000 incentive) and scales up to \$10,000 for a retrofit achieving 100 per cent GHG reduction. Projects also qualify if they achieve third party certifications, such as CHBA Net Zero label

6.4 On May 15, 2023, the Ontario Ministry of Energy [announced the expansion](#) of the Clean Home Heating Initiative (CHHI) to Pickering, Ajax, and Whitby homeowners. This program aims to incentivize homeowners with installation of heat pumps with smart controls that would operate in conjunction with an existing natural gas furnace or boiler. Incentives range from \$3,000 to \$4,500 depending on heat pump model installed. This “hybrid heating” program will be delivered in collaboration with Enbridge and will complement the Durham Greener Home program incentives outlined above.

## 7. Financial Implications

7.1 The total cumulative budget for the program over four years (2022-2026) is currently estimated at \$2,772,063 which is broken down in Figure 3, below. No additional funds are required as a result of this report, including the implementation of the proposed amendment to this program.



**Figure 3: Total Cumulative Project Budget for 2022 to 2026**

<b>Funding Source</b>	<b>Amount</b>
Green Municipal Fund Community Efficiency Financing Grant	\$1,889,470
Climate Mitigation and Environmental Initiatives Reserve Fund	\$300,093
Tax Levy (subject to Council's approval of the 2024, 2025, and 2026 Regional Business Plans and Budgets)	\$485,000
Enbridge Gas Grant	\$97,500
<b>Total Projected Sources of Funding</b>	<b>\$2,772,063</b>

7.2 In addition, a loan loss reserve of \$1,500,000 from FCM is available to backstop program supported loans originated by participating lending institutions. To-date participating lenders have not originated a program supported loan, and so the full loan loss reserve amount remains available.

## **8. Relationship to Strategic Plan**

8.1 This report aligns with the following strategic goals and priorities in the Durham Region Strategic Plan;

- Goal #1 – Environmental Sustainability

Accelerate the adoption of green technologies and clean energy solutions through strategic partnerships and investment; and

Demonstrate leadership in sustainability and addressing climate change.

8.2 This report has been reviewed by the Finance Department.

8.3 For additional information, contact: Ian McVey, Sustainability Manager at 905-668-7711, extension 3803 or Melanie Kawalec, Climate Change Coordinator at 905-668-7711, extension 3895.

Approved by: Sandra Austin, Executive Director, Strategic Initiatives at 905-668-7711, extension 2449.

Recommended for Presentation to Committee

Original signed by

---

Elaine C. Baxter-Trahair  
Chief Administrative Officer



# The Regional Municipality of Durham Report

---

From: Acting Commissioner of Works, Regional Solicitor and Director of Legal Services and Commissioner of Finance  
Report: #2023-COW-25  
Date: June 14, 2023

---

**Subject:**

Automated Speed Enforcement and Red-Light Camera Program Update

---

**Recommendations:**

That the Committee of the Whole recommend to Regional Council:

- A) That the application of net Provincial Offences Act (POA) revenue sharing be adjusted to apply the third party Regional costs of Red Light Cameras (RLC), Automated Speed Enforcement (ASE), overall increased costs of POA administration and prosecution as a result of RLC and ASE, and third party costs for those local area municipalities with ASE or RLC against gross fine revenue received prior to allocation of net proceeds to local municipalities;
  - i) That the Legal and Finance departments consult with local area municipalities to bring forward an updated agreement for execution of all parties, if deemed necessary;
  - ii) That staff review and report back on the implication of the new Administrative Monetary Penalties (AMP) program, particular to the current POA, RLC, and ASE processes; and
- B) That the Chair and Clerk be authorized to execute such net POA revenue sharing agreement to the satisfaction of the Regional Solicitor subject to consideration of the implications of the AMP program.

---

**Report:****1. Purpose**

- 1.1 The purpose of this report is to provide an update on the Automated Speed Enforcement (ASE) and Red Light Camera (RLC) programs, including impact on vehicle speeds, red light running, charges issued to date, program costs and the approximate value of charges laid. This also will take into consideration the implications to the current (unsigned but in place for many years) net POA revenue sharing agreement between the Region of Durham and Local Area Municipalities (LAM). An interim arrangement was referenced in Report 2023-F-9 in section 8.5 and 8.6 to close out 2021 and 2022 revenue sharing.

**2. Background**

- 2.1 At their meeting held on April 24, 2019, the Regional Municipality of Durham (Region) Council endorsed a Vision Zero approach to Road Safety for the Region in an effort to reduce injuries and fatalities on Regional and Local Roads over a 5-year period by 10 percent and ultimately eliminate all fatalities and injuries caused by collisions on our road system.
- 2.2 At their meeting on September 30, 2019, Regional Council approved a program to implement twelve RLCs and four mobile ASE cameras across the Region.
- 2.3 Collisions that result from failing to stop at a red light are a major cause of serious and fatal collisions at intersections. When they are obeyed, traffic signals prevent motor vehicle collisions with cross traffic and also pedestrians and cyclists. The cyclists and pedestrians rely on drivers to obey the signals for their safety. Red Light Cameras are an effective measure to improve compliance.
- 2.4 Speeding in areas with high levels of pedestrian traffic causes serious injury and fatal collisions with vehicles and pedestrians. This is particularly acute when those pedestrians are school aged children. For many years these areas have been identified as Community Safety Zones with better signage, lower speed limits and higher fines. Adding Automated Speed Enforcement to these areas to further reinforce posted speed limits will reduce the number of pedestrians injured and killed in these locations.
- 2.5 On September 18, 2020, the RLC program started issuing fines at the first location at Thickson Road and Dundas Street in the Town of Whitby with the remaining 11 sites coming online by the end of 2020.

2.6 On September 8, 2020, ASE program operations started issuing fines at the following four locations in the Region of Durham:

- Central Street (RR5) at Claremont Public School – City of Pickering
- Bayly Street (RR22) at Ajax High School – Town of Ajax
- Anderson Street (RR36) at Anderson CVI – Town of Whitby
- Simcoe Street (RR2) near Camp Samac – City of Oshawa

2.7 The four mobile ASE cameras have been in operation since that time rotating approximately every eight weeks through 28 designated Community Safety Zones and School Zones in the Region.

2.8 Eight fixed location ASE cameras have also been deployed at key locations across the Region.

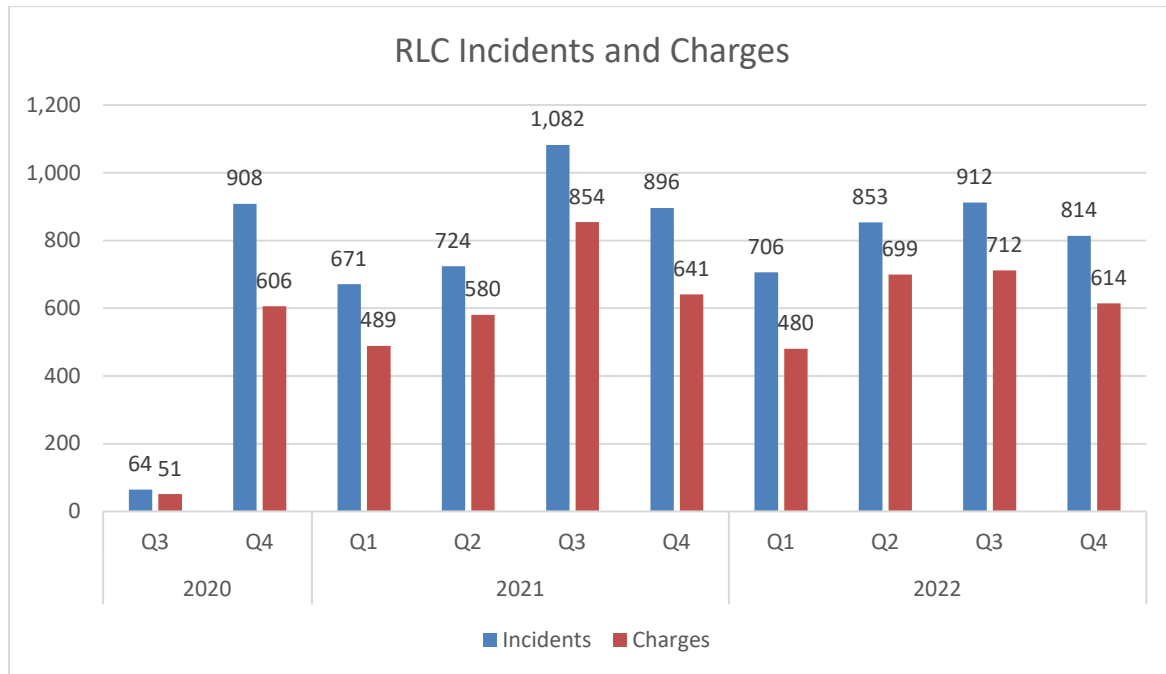
### 3. RLC Key Performance Indicators

3.1 A total of 5,726 RLC charges have been laid up to the end of 2022, including 2,505 in 2022. RLCs have been operational in the Region since September of 2020, as summarized in Table 1.

**Table 1: RLC Locations, Charge Volume and Activation Date**

Location	Charges in 2020	Charges in 2021	Charges in 2022	Activation Date
Thickson Road at Dundas Street	54	175	163	18-Sep-20
Westney Road at Delaney Road	294	600	453	25-Sep-20
Lake Ridge Rd at Goodwood Rd	14	31	40	02-Oct-20
Simcoe Street at Conlin Road	128	547	583	05-Oct-20
Taunton Road at Altona Road	11	145	212	30-Oct-20
Liverpool Road at Bayly Street	13	98	121	30-Oct-20
Stevenson Road at King Street	23	141	152	30-Oct-20
Ritson Road at Bond Street	35	258	284	30-Oct-20
Simcoe Street at Rossland Road	62	429	315	30-Oct-20
Highway 2 at Courtice Road	16	63	90	30-Oct-20
Lake Ridge Rd at Taunton Road	4	27	28	02-Dec-20
Salem Road at Bayly Street	3	50	64	02-Dec-20
<b>Total Charges</b>	<b>657</b>	<b>2,564</b>	<b>2,505</b>	<b>-</b>

- 3.2 As illustrated in Figure 1, the number of RLC charges has varied since the start of the program. Given the COVID19 pandemic related fluctuations in traffic volume, the increase in charges cannot necessarily be construed as an increase in the percentage of vehicles running red lights in the Region.



**Figure 1: RLC Charges over Time**

- 3.3 Figure 1 also illustrates the difference between incidents captured and charges laid. The RLC equipment uses technology to automatically capture an image of a vehicle running a red-light. The images collected by the cameras are summarized as incidents in the chart above. A Provincial Offences Officer in the Joint Processing Centre reviews each image/incident and determines whether a charge can be laid based on the evidence captured. Approximately 75 percent of the incidents captured by the RLC equipment resulted in a charge.
- 3.4 Regional staff are carefully tracking collision statistics to assess the effectiveness of RLCs at reducing collisions and improving safety. Results from other jurisdictions that have been operating RLCs for many years have been very positive and a similar result is anticipated for Durham Region.
- 3.5 Due to a drastic reduction in traffic volumes during the pandemic, collision numbers have decreased across the Region during the period that the RLC



program has been running. It is therefore difficult and premature to correlate any decreases in collisions at RLC intersections to the presence of the cameras.

- 3.6 As shown in Table 2, traffic volumes at the twelve RLC locations have decreased over time by 16 percent from 2019 to 2022, a small increase of 3.5 percent from 2020 to 2021 and a small decrease of less than 0.5 percent from 2021 to 2022. Total injury collisions at the twelve locations decreased from a high of 39 in 2019 to a low of 30 in 2020 and 2022. Rear end collisions increased by 16% from 2020 to 2021 followed by a significant decrease in 2022. No fatal collisions have occurred at the RLC locations since the start of the program.

**Table 2: Collision Statistics for Locations with RLCs**

Year	2019	2020	2021	2022
Vehicle Volume	254,808	212,897	220,551	219,669
% Volume Change from Previous Yr	N/A	-16%	+3.5%	-0.5%
Fatal Collisions	1	0	0	0
Injury Collisions	39	30	38	30
Rear End Collisions	57	50	58	44
Angle Collisions	27	25	24	23
Turning Movement Collisions	58	40	60	42
Total Collisions	174	138	159	126

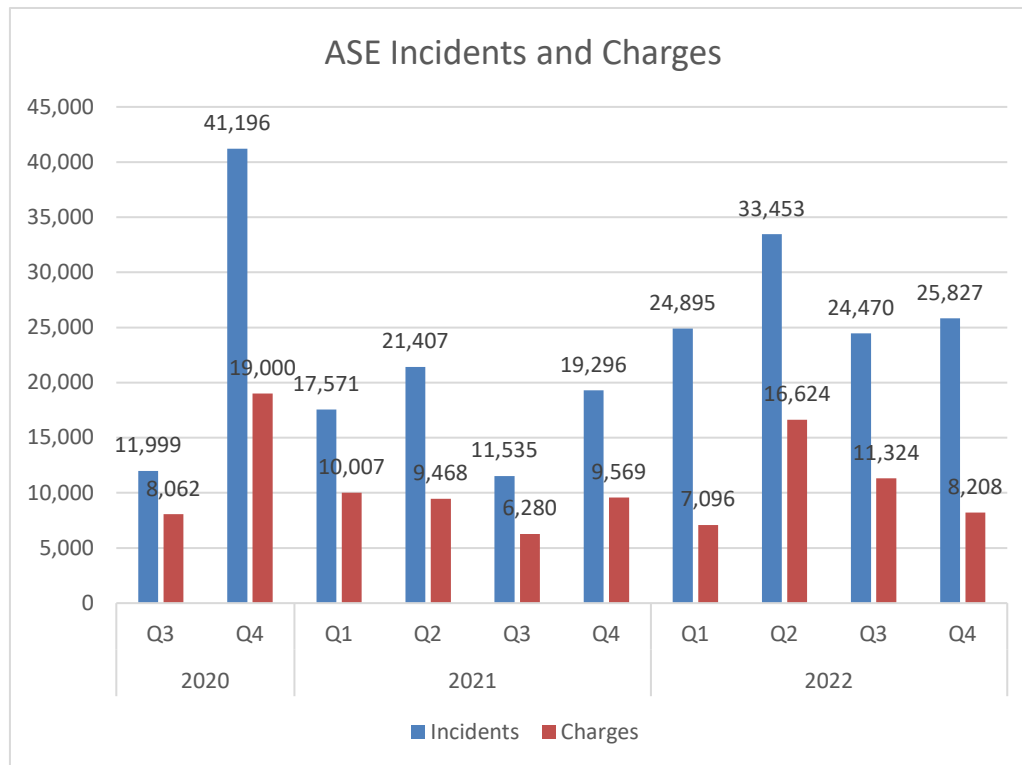
- 3.7 Attachment #1 provides a more detailed summary of RLC Key Performance Indicators to date.
- 3.8 Red Light Cameras form part of the Vision Zero program. The objective of Vision Zero and these specific tools are to reduce the number of people killed or injured by speeding drivers in Community Safety Zones and by drivers who fail to comply with traffic signals. Municipalities expect declining volumes of charges from each specific installation. External factors have posed a challenge to measure the impact of these programs. However, staff working in this program have observed early signs of a declining trajectory of charge volumes for specific installations.

#### **4. RLC Program Costs and Fines Levied**

- 4.1 The total fine payable for running a red light in the Province of Ontario is \$325 resulting in a total of \$1,647,425 in RLC fines for the 5,069 RLC charges issued in 2021 and 2022. In 2021 and 2022 total fines were issued in the amount of \$833,300 and \$814,125 respectively. This should not be interpreted as total revenue as the fines may not have been collected (or collectible) and the \$325 fine includes the \$60 Victim Fine Surcharge that is turned over to the province.
- 4.2 Third-party Program costs include costs for equipment and processing payable to our vendor (TraffiPax), City of Toronto, and Ministry of Transportation – Ontario, as well as Administrative Costs. These Program costs (excluding court costs) for 2021 were approximately \$777,600. Due to the nature of the contract with our equipment vendor, annual RLC enforcement costs decreased substantially starting in 2022 to approximately \$280,500.
- 4.3 In 2021, RLC equipment, Joint Processing Centre, and MTO costs were \$710,650, \$64,133, and \$2,784 respectively. In 2022, those same amounts were \$225,368, \$52,504, and \$2,655.
- 4.4 Attachment #2 provides a summary of traffic-related RLC program costs and fines levied to date. It is important to note that there are additional costs associated with both Works and POA administration and collection processes.

#### **5. ASE Key Performance Indicators**

- 5.1 As illustrated in Figure 2 below, the number of ASE charges have varied significantly since the start of the program. The charge volumes increased in 2022 as the number of cameras increased from four to twelve. The number of charges per camera has been steadily decreasing over time.
- 5.2 Figure 2 also illustrates the difference between incidents captured and charges laid. The ASE equipment uses technology to automatically capture an image of a vehicle speeding. The images collected by the cameras are summarized as incidents in the chart below. A Provincial Offences Officer in the Joint Processing Centre reviews each image/incident and determines whether a charge can be laid based on the evidence captured. The total charge rate (proportion of charges issued compared to total incidents captured) is 46 per cent.
- 5.3 Compared to the baseline collected in 2019, the overall speed limit compliance increased by an average of 30 percent per site.



**Figure 2: ASE Charges over Time**

- 5.4 Since the start of the Region's ASE program, data collected by the ASE cameras and otherwise has shown an 8 km/hr reduction in average operating speed after deployment of the ASE equipment. Over the years, many treatments have been tried to reduce operating speeds on Regional Roads and none have been as effective as the ASE Cameras. Speed limit compliance has on average tripled on road segments equipped with the ASE technology since the start of the program compared to baseline data collected in 2019.
- 5.5 Since the start of ASE enforcement in September of 2020, speed data has been collected from approximately 20 million vehicles by four fixed and four mobile speed camera units. Of those 20 million vehicles, 103,873 of them have (approximately 5 charges per 1,000 vehicles) been issued tickets for speeding violations. The number of repeat offence notices to the same owner and the number of offence notices per camera has declined significantly since the start of operations, suggesting a positive and sustained change in driver behaviour.
- 5.6 The Region have seen favourable results in several Key Performance Indicators over time including the number of repeat offenders, charges issued over time and compliance with the posted speed limit.

- 5.7 Attachment #3 provides a summary of Key Performance Measures for the ASE program to date including impacts on speeding and the number of charges issued.
- 5.8 In 2022, 43,487 ASE charges were issued by the Joint Processing Centre on the Region's behalf.

## **6. ASE Program Costs and Fines Levied**

- 6.1 ASE is an effective tool to reduce operating speeds and improve safety. It is critical to note that generating revenue is not the intent of the program but rather to reinforce Vision Zero objectives. As the program reaches mature implementation, the net revenue is anticipated to be significantly lower than during initial years of implementation.
- 6.2 In 2021, a total of 35,324 speeding fines were issued through the ASE Program with an average fine of approximately \$110.00 per offence resulting in a total of approximately \$3.886 million. In 2022 the average fine amount was \$111.16 resulting in a total estimated fine value of \$4.834 million. As with RLC charges, fines levied should not be interpreted as total revenue as the fines may not have been collected (or collectible), and the fine amount also includes the Victim Fine Surcharge that is turned over to the province.
- 6.3 Third-party Program costs include equipment and processing fees payable to our vendor (Redflex Traffic Systems/Verra Mobility), City of Toronto and Ministry of Transportation – Ontario as well as Administrative Costs. Third-party Program costs (excluding court costs) for 2021 were approximately \$386,716. The program cost increased in 2022 by 43% to \$553,204.
- 6.4 In 2021, ASE equipment, Joint Processing Centre, and MTO costs were \$103,906, \$247,492, and \$35,318 respectively. In 2022, ASE equipment and Joint Processing Centre costs were \$187,925, and \$319,183 respectively. 2022 MTO costs are estimated to be \$46,096 (based on 43,487 charges issued) but are not payable until the end of the Province's fiscal year.
- 6.5 Attachment #4 provides a summary of ASE program costs and fines issued to date.

## **7. Revenue Sharing of Provincial Offences Act (POA) Fines**

- 7.1 As Council is aware, when the original download and transfer of POA administration by the Province occurred (including the Region's responsibility for the cost of prosecution, court services and collections), the Province had been suggesting that this was a net gain to the municipalities, including collection of historical arrears uncollected by the Province. At the time, a revenue sharing arrangement was determined with the LAMs. This arrangement was not finalized and executed but has been honoured by the Region since that time. As seen in Table 3 below, this has not been a significant revenue stream for the Region or the LAMs.
- 7.2 Since this original transfer of responsibility from the Province to the Region, any net POA revenues collected are shared with the local municipalities after accounting for the cost of prosecution, court services and collections. The Region's costs for administering the ASE and RLC programs identified earlier in this report had not been netted against the POA fines collected as they did not exist at the time of the original transfer. However as we have been working through the implementation of ASE and RLC, it has become clear that any separation of the costs of the ASE and RLC programs from the POA court and administrative perspective is not possible. The Region has retained 40 per cent of any net revenues and 100 per cent of deficits to date. This may have to be reconsidered in the future depending upon financial outcomes over time. The individual local municipalities' share of the remaining 60 per cent of net revenues is allocated by their share of the overall weighted current value assessment.
- 7.3 Table 3 also provides the allocation of net POA fines from 2017 to 2021.
- 7.4 When the Region introduced the RLC and ASE programs, additional Regional resources were required to prosecute and provide court services for these offences. All RLC and ASE fines are POA fines and included with the overall POA fines coming to the Region. It is currently a manual process to identify and separate the fine revenue collected specific to RLC and ASE offences due to the constraints of the existing provincial system. Neither the costs nor the revenue collected can be separately identified.

**Table 3: 2017 to 2021 Allocation of Net POA Fines**

	<b>2017 Total Sharing \$</b>	<b>2018 Total Sharing \$</b>	<b>2019<sup>(Note 1)</sup> Total Sharing \$</b>	<b>2020<sup>(Note 2)</sup> Total Sharing \$</b>	<b>2021 Total Sharing \$</b>	<b>5 Year Total Sharing \$</b>
<b>Total</b>	<b>998,617</b>	<b>183,052</b>	<b>(369,255)</b>	<b>(928,989)</b>	<b>278,217</b>	<b>161,642</b>
Ajax	106,313	19,461	7,974	-	29,278	163,026
Brock	10,051	1,791	735	-	2,722	15,299
Clarington	77,345	14,245	5,889	-	21,760	119,239
Oshawa	126,189	23,424	9,655	-	34,895	194,163
Pickering	104,473	19,042	7,926	-	29,470	160,911
Scugog	22,652	4,038	1,630	-	5,873	34,193
Uxbridge	26,232	4,711	1,905	-	6,840	39,688
Whitby	125,915	23,118	9,522	-	36,091	194,646
<b>Area Municipal Share</b>	<b>599,170</b>	<b>109,831</b>	<b>45,236</b>	<b>-</b>	<b>166,930</b>	<b>921,167</b>
<b>Regional Share</b>	<b>399,447</b>	<b>73,221</b>	<b>(414,491)</b>	<b>(928,989)</b>	<b>111,287</b>	<b>(759,525)</b>

**Notes**

1. 50% of Budget Net Revenue was distributed to Area Municipalities in 2019
2. Net Deficit was not shared with area municipalities in 2020
3. Columns may not add due to rounding

- 7.5 Additional complications have arisen with the transfer of responsibility for Part II and IX prosecutions from Ministry of Attorney General to the Region of Durham, as approved by Regional Council in June 2022. Following this transfer, the Region became responsible for additional prosecution costs without an offsetting revenue stream. This further decreases the net POA revenue available for sharing with the Region's local municipalities.
- 7.6 As shown in Table 4, despite population, roads and traffic volumes growing substantially, charge volumes for traffic and regulatory offences were declining since 2017 – reaching an all time low in 2019. Revenues declined over this same period. Charge volumes net of Red Light Camera and Automated Speed Enforcement charges have fully recovered to 2019 levels and may soon match volumes from 2017. When Red Light Camera and Automated Speed Enforcement are included charge volumes fully recovered in 2020 and have far exceeded historical highs. POA revenues have not recovered to match. In 2020, and to some extent in 2021, the Province closed courts for several months in response to the public health emergency. Currently, a persistent lack of judicial resources is



restricting capacity in POA Courts through the province. In Durham, only two out of four POA courts are operational, with more resources expected late in 2023 or early in 2024. The revenue drop is expected to recover as more judicial resources are made available in POA Courts.

**Table 4: Durham Region Courts Data – ASE/RLC and Other Offences**

Year	2017	2018	2019	2020	2021	2022
RLC/ASE <sup>1</sup>				25,727	37,471	56,248
Part 1,2,3	78,357	68,920	65,131	45,315	55,678	65,171
Total	78,357	68,920	65,131	78,218	93,149	131,379

<sup>1</sup> Data represents the number of charges managed by the courts which differs from data shown elsewhere in this report. Several charges issued in 2021 were processed in 2022.

- 7.7 The impact of funding from fine revenue the third party costs associated with the operations of the RLC and ASE programs for the Region and participating LAMs in 2022 and as estimated for the 2023 budget is shown in Table 5 below.

**Table 5: Third Party RLC/ASE Costs Funded from Fine Revenue**

	2022 Actual	2023 Approved Budget
Program costs before RLC/ASE	\$7,227,834	\$9,176,375
RLC/ASE – Region <sup>Note 1</sup>	866,605	842,800
ASE – LAMs -Pickering & Ajax <sup>Note 2</sup>	<u>762,542</u>	<u>291,900</u>
Program Costs	8,856,981	10,311,075
Fine Revenue	<u>(8,920,954)</u>	<u>(11,803,744)</u>
Net Fine Revenue	<u>(\$63,973)</u>	<u>(\$1,492,669)</u>

Note 1: 2022 Actual costs for Region are slightly higher due to timing of receipt/payment of invoices.

Note 2: 2022 Actuals include costs for LAMs for 2021 and 2022 as per Report 2023-F-9. Costs for 2023 are estimated to be equal to that of 2022.

- 7.8 While a small surplus was recognized in 2022 after covering the RLC/ASE operating program costs, a larger surplus is possible for 2023, assuming fine revenue increases to the budget amount. Note that the 2022 fine revenue budget was \$11.8 million and is unchanged in the 2023 approved budget. The shortfall in fine revenue in 2022 was \$2.88 million.
- 7.9 It is also important to note that there are additional operating costs, including staff time and ancillary materials and supplies, incurred in delivering these programs. Furthermore, capital costs are incurred for the acquisition of equipment and these costs are not included in the analysis above and are expected to be funded from alternative sources.
- 7.10 Staff are recommending that, in order to ensure consistency from the total Regional implications of POA, third party costs of the RLC and ASE programs incurred by the Region and participating LAMs be applied against POA revenue received with the net proceeds after that being allocated based on the existing process. It is also recommended that the agreements be updated and progress through an approval process at the LAMs, if deemed necessary in discussions between legal and finance departments respectively. Initially, this may result in an increase to the LAMs to assist those implementing their own ASE programs to offset local costs. As has already been occurring, this net revenue to the LAMs will continue to decline as the positive effect of full implementation of the RLC and ASE programs are felt on driver behaviour and additional POA prosecutions are downloaded by the Province. Ultimately, it is very likely that this will become a cost centre only, with no net revenues. This may depend upon the impact of an AMP system. LAMs should be made aware that their ASE/RLC camera third party costs will not be recovered fully in the event of a shortfall and potentially a cost will be billed to LAMs for POA cost recovery. This may make the process of updating agreements deemed to be unnecessary as it may be a temporary situation that can be accepted informally by all parties.

## **8. Conclusion**

- 8.1 ASE and RLC technology continue to be effective tools to reduce speeding and improve safety on Regional Roads in Durham Region. As often noted, it is not set up or implemented with a view to generate revenue. Fine revenue does not cover, nor is it intended to cover all costs of imposing charges, for example staff costs or DRPS costs.

- 8.2 Works staff will provide a further update on ASE and RLC program performance in 2024 together with other Vision Zero initiatives. Legal and Finance will report back as necessary regarding the net POA revenue sharing agreements given the complexities articulated above.
- 8.3 This report was prepared jointly by the Works, Finance and Legal Services Departments.
- 8.4 For additional information, please contact:
- Ramesh Jagannathan, Director, Transportation and Field Services at 905-668-7711, ext. 2183.
  - Joanne Cermak, Director, Financial Services at 905-668-7711, ext. 2260
  - Jason Hunt, Regional Solicitor and Director, Legal Services at 905-668-7711, ext. 2086

**9. Attachments**

- Attachment 1: Red Light Camera Key Performance Indicators
- Attachment 2: Red-Light Camera Enforcement Costs and Fines Levied
- Attachment 3: Automated Speed Enforcement Key Performance Indicators
- Attachment 4: Automated Speed Enforcement Costs and Fines Levied

Respectfully submitted,

Original signed by:

---

Ramesh Jagannathan  
MBA, M.Eng., P.Eng., PTOE  
Acting Commissioner of Works

Original signed by:

---

Nancy Taylor, BBA, CPA, CA  
Commissioner of Finance

Original signed by:

---

Jason Hunt  
Regional Solicitor and Director

Recommended for Presentation to Committee

Original signed by:

---

Elaine C. Baxter-Trahair  
Chief Administrative Officer

**ATTACHMENT 1A**  
**RED LIGHT CAMERA KEY PERFORMANCE MEASURES**  
**COLLISION DATA BY LOCATION – ANNUAL TOTAL (2019-2022)<sup>1</sup>**

RLC Location	Vehicle Volume				Total Collisions				Angle Collisions				Rear End Collisions				Fatal Collisions				Injury Collisions				Total Charges
	2019	2020	2021	2022	2019	2020	2021	2022	2019	2020	2021	2022	2019	2020	2021	2022	2019	2020	2021	2022	2019	2020	2021	2022	
Thickson at Dundas	34,482	25,972	30,653	30,511	30	24	31	23	1	4	4	4	13	9	11	9	0	0	0	0	5	2	7	5	392
Westney at Delaney	27,654	23,796	24,483	24,681	13	9	4	3	4	0	0	1	1	5	1	0	0	0	0	0	4	3	1	2	1347
Lake Ridge at Goodwood	10,092	9,655	8,741	8,616	4	6	3	6	1	2	0	2	2	2	1	2	0	0	0	0	1	1	1	0	85
Simcoe at Conlin	18,268	15,692	14,361	14,475	24	11	14	2	1	4	1	1	13	4	7	0	0	0	0	0	3	3	5	1	1258
Taunton at Altona	18,552	16,937	17,940	17,462	7	10	13	3	1	2	2	0	3	4	6	0	1	0	0	0	1	4	3	2	169
Liverpool at Bayly	15,191	11,391	17,032	17,182	6	10	12	15	1	1	0	3	1	2	5	5	0	0	0	0	2	2	0	4	316
Stevenson at King	17,756	16,266	13,241	13,597	17	11	7	10	6	1	1	3	3	5	1	2	0	0	0	0	3	2	2	3	368
Ritson at Bond	23,475	17,642	20,916	21,502	18	5	22	11	8	3	7	3	3	0	6	3	0	0	0	0	3	1	5	2	806
Simcoe at Rossland	18,957	17,193	14,985	17,332	24	15	12	19	1	2	5	4	10	4	6	7	0	0	0	0	5	3	2	4	232
Highway 2 at Courtice	25,911	18,878	20,302	21,670	3	4	6	5	2	2	0	0	0	1	2	4	0	0	0	0	0	1	1	0	577
Lake Ridge at Taunton	19,897	18,044	16,973	10,806	17	23	25	17	1	1	2	0	7	10	10	8	0	0	0	0	7	6	8	2	59
Salem at Bayly	24,573	21,431	20,924	21,835	11	10	10	12	0	3	2	2	1	4	2	4	0	0	0	0	5	2	3	5	117
<b>TOTAL</b>	<b>254,808</b>	<b>212,897</b>	<b>220,551</b>	<b>219,669</b>	<b>174</b>	<b>138</b>	<b>159</b>	<b>126</b>	<b>27</b>	<b>25</b>	<b>24</b>	<b>23</b>	<b>57</b>	<b>50</b>	<b>58</b>	<b>44</b>	<b>1</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>39</b>	<b>30</b>	<b>38</b>	<b>30</b>	<b>5,726</b>

<sup>1</sup> Red-Light Cameras were first activated in late fall 2020. 2021 was the first full year of Red-Light Camera Operations

**ATTACHMENT 1B**  
**RED LIGHT CAMERA KEY PERFORMANCE MEASURES**  
**COLLISION DATA BY LOCATION - %CHANGE FROM 2019 TO 2020 and 2022<sup>1</sup>**

RLC Location	Vehicle Volume				Total Collisions				Angle Collisions				Rear End Collisions				Fatal Collisions				Injury Collisions			
	2019	2020	2021	2022	2019	2020	2021	2022	2019	2020	2021	2022	2019	2020	2021	2022	2019	2020	2021	2022	2019	2020	2021	2022
Thickson at Dundas	100	-25	-11	-12	100	-20	+3	-23	100	+300	+300	+300	100	-31	-15	-31	100	NA	NA	NA	100	-60	+40	0.
Westney at Delaney	100	-14	-11	-11	100	-31	-69	-77	100	-100	-100	-75	100	+400	0.	-100	100	NA	NA	NA	100	-25	-75	-50
Lake Ridge at Goodwood	100	-4	-13	-15	100	+50	-25	+50	100	+100	-100	+100	100	0.	-50	0.	100	NA	NA	NA	100	0.	0.	-100
Simcoe at Conlin	100	-14	-21	-21	100	-54	-42	-92	100	+300	0.	0.	100	-69	-46	-100	100	NA	NA	NA	100	0.	+67	-67
Taunton at Altona	100	-9	-3	-6	100	+43	+86	-57	100	+100	+100	-100	100	+33	+100	-100	100	-100	-100	-100	100	+300	+200	+100
Liverpool at Bayly	100	-25	+12	+13	100	+67	+100	+150	100	0.	-100	+200	100	+100	+400	+400	100	NA	NA	NA	100	0.	-100	+100
Stevenson at King	100	-8	-25	-23	100	-35	-59	-41	100	-83	-83	-50	100	+67	-67	-33	100	NA	NA	NA	100	-33	-33	0.
Ritson at Bond	100	-25	-11	-8	100	-72	+22	-39	100	-63	-13	-63	100	-100	+100	0.	100	NA	NA	NA	100	-67	+67	-33
Simcoe at Rossland	100	-9	-21	-9	100	-38	-50	-21	100	+100	+400	+300	100	-60	-40	-30	100	NA	NA	NA	100	-40	-60	-20
Highway 2 at Courtice	100	-27	-22	-16	100	+33	+100	+67	100	0.	-100	-100	100	NA	NA	NA	100	NA	NA	NA	100	NA	NA	NA
Lake Ridge at Taunton	100	-9	-15	-46	100	+35	+47	0.	100	0.	+100	-100	100	+43	+43	+14	100	NA	NA	NA	100	-14	+14	-71
Salem at Bayly	100	-13	-15	-11	100	-9	-9	+9	100	NA	NA	NA	100	+300	+100	+300	100	NA	NA	NA	100	-60	-40	0.
<b>TOTAL</b>	<b>100</b>	<b>-16</b>	<b>-13</b>	<b>-14</b>	<b>100</b>	<b>-21</b>	<b>-9</b>	<b>-28</b>	<b>100</b>	<b>-7</b>	<b>-11</b>	<b>-15</b>	<b>100</b>	<b>-12</b>	<b>+2</b>	<b>-23</b>	<b>100</b>	<b>-100</b>	<b>-100</b>	<b>-100</b>	<b>100</b>	<b>-23</b>	<b>-3</b>	<b>-23</b>

<sup>1</sup> Red-Light Cameras were first activated in late fall 2020. 2021 was the first full year of Red-Light Camera Operations



**ATTACHMENT 2**  
**RED LIGHT CAMERA ENFORCEMENT COSTS AND FINES LEVIED**

<b>Program Component</b>	<b>Program Costs<sup>1</sup></b>		
	<b>2021 Actual Cost</b>	<b>2022 Actual Cost</b>	<b>Notes</b>
Equipment Costs (TraffiPax)	\$710,650	\$225,368	-
Processing Costs (City of Toronto)	\$64,133	\$52,504	-
MTO Fees	\$2,784	\$2,655	Estimate - \$1.06 per charge
<b>TOTAL</b>	<b>\$777,567</b>	<b>\$280,527</b>	

<sup>1</sup> Court/Collection Costs Excluded

<b>Program Component</b>	<b>Fines Levied</b>		
	<b>2021 Actual Fines</b>	<b>2022 Actual Fines</b>	<b>Total</b>
Total Charges	2,564	2,505	5,069
Fine Amount	\$325 (incl. \$60 VFS)	\$325 (incl. \$60 VFS)	-
Gross Fines Levied (Includes \$60 VFS remitted to the Province)	\$833,300	\$814,125	\$1,647,425

**ATTACHMENT 3A****AUTOMATED SPEED ENFORCEMENT KEY PERFORMANCE MEASURES – CITY OF PICKERING**

<b>Location</b>	<b>Total Vehicle Volume</b>	<b>Change in Average Speed (km/hr)</b>	<b>% Change in Speed Limit Compliance</b>	<b>Total Charges</b>	<b>Charges per 1,000 Vehicles</b>
1. Claremont – Central Street – Eastbound	810,085	-5	+11	5,292	6.5
2. Claremont – Central Street – Westbound	70,687	-6	+23	263	3.7
3. Altona Rd – S of Sheppard – Elizabeth B Phin PS – NB	601,779	-9	+57	6,264	10.4
4. Whites Rd – South of Finch - St. Mary SS – NB	605,902	-5	+23	1,124	1.9
5. Finch Ave – East of Dixie - St. Isaac Jogues – EB	608,735	-15	+59	1,937	3.2
<b>Total</b>	<b>2,697,188</b>			<b>14,880</b>	<b>5.5</b>

**ATTACHMENT 3B****AUTOMATED SPEED ENFORCEMENT KEY PERFORMANCE MEASURES – TOWN OF AJAX**

<b>Location</b>	<b>Total Vehicle Volume</b>	<b>Change in Average Speed (km/hr)</b>	<b>% Change in Speed Limit Compliance</b>	<b>Total Charges</b>	<b>Charges per 1,000 Vehicles</b>
6. Bayly St – East of Harwood - Ajax HS – EB	4,257,432	-6	+18	2,735	0.6
<b>Total</b>	<b>4,257,432</b>			<b>2,735</b>	<b>0.6</b>

**ATTACHMENT 3C****AUTOMATED SPEED ENFORCEMENT KEY PERFORMANCE MEASURES – TOWN OF WHITBY**

<b>Location</b>	<b>Total Vehicle Volume</b>	<b>Change in Average Speed (km/hr)</b>	<b>% Change in Speed Limit Compliance</b>	<b>Total Charges</b>	<b>Charges per 1,000 Vehicles</b>
7. Anderson Street — Anderson CVI – SB	1,586,259	-9	+28	13,850	8.7
8. Hamlet of Ashburn – Myrtle Rd West -RR5 – EB	262,584	-17	+33	3,132	11.9
9. Taunton Rd – West of Anderson – Sinclair HS – WB	532,386	-15	+59	355	0.7
10. Taunton Rd – East of Fallingbrook – Sinclair HS – EB	453,056	NA	NA	554	1.2
<b>Total</b>	<b>2,834,285</b>			<b>17,891</b>	<b>6.3</b>

**ATTACHMENT 3D****AUTOMATED SPEED ENFORCEMENT KEY PERFORMANCE MEASURES – CITY OF OSHAWA**

<b>Location</b>	<b>Total Vehicle Volume</b>	<b>Change in Average Speed (km/hr)</b>	<b>% Change in Speed Limit Compliance</b>	<b>Total Charges</b>	<b>Charges per 1,000 Vehicles</b>
11. Simcoe St – South of Taylorwood – OTU- SB	2,606,284	-6	+23	8,958	3.4
12. Simcoe St – Camp Sumac – OUT – NB	950,698	-5	+14	4,829	5.1
13. Simcoe St – CSZ - North of Taunton Rd – NB	295,824	-9	+30	3,226	10.9
14. Simcoe St – North of Greta – SJ Philipps PS – NB	501,154	-7	+25	2,968	5.9
15. Harmony Rd – Vincent Massey PS – NB	834,446	-12	+49	7,837	9.4
16. Rossland Rd – W of Stevenson – Paul Dwyer HS – WB	443,766	-4	+15	10,247	23.1
17. Ritson Rd – N of Rossland – Beau Valley PS – NB	1,322,656	-6	+28	8,577	6.5
18. Stevenson Rd – RS McLaughlin CVI – NB	350,146	-6	+9	4,533	12.9
19. Adelaide Ave – Eastdale CVI – WB	668,535	-5	+8	1,776	2.7
<b>Total</b>	<b>7,973,509</b>			<b>52,951</b>	<b>6.6</b>

**ATTACHMENT 3E****AUTOMATED SPEED ENFORCEMENT KEY PERFORMANCE MEASURES - CLARINGTON**

<b>Location</b>	<b>Total Vehicle Volume</b>	<b>Change in Average Speed (km/hr)</b>	<b>% Change in Speed Limit Compliance</b>	<b>Total Charges</b>	<b>Charges per 1,000 Vehicles</b>
20. Highway 2 – Main Street Courtice CSZ – Westbound	541,522	-7	+30	5,547	10.2
21. Liberty St – Bowmanville High School – Southbound	1,040,248	-9	+39	2,533	2.4
<b>Total</b>	<b>1,581,770</b>			<b>8,080</b>	<b>5.1</b>

**ATTACHMENT 3F****AUTOMATED SPEED ENFORCEMENT KEY PERFORMANCE MEASURES - UXBRIDGE**

<b>Location</b>	<b>Total Vehicle Volume</b>	<b>Change in Average Speed (km/hr)</b>	<b>% Change in Speed Limit Compliance</b>	<b>Total Charges</b>	<b>Charges per 1,000 Vehicles</b>
22. Goodwood – RR47 – Westbound	338,306	-24	+60	1,257	3.7
23. Goodwood – RR47 – Eastbound	122,719	-24	+60	1,185	9.7
24. Sandford (Scott Central Public School) -Eastbound	91,993	-10	+20	556	6.0
<b>Total</b>	<b>553,018</b>			<b>2,998</b>	<b>5.4</b>

**ATTACHMENT 3G****AUTOMATED SPEED ENFORCEMENT KEY PERFORMANCE MEASURES - BROCK**

<b>Location</b>	<b>Total Vehicle Volume</b>	<b>Change in Average Speed (km/hr)</b>	<b>% Change in Speed Limit Compliance</b>	<b>Total Charges</b>	<b>Charges per 1,000 Vehicles</b>
25. Beaverton – RR15 – Holy Family Catholic School – WB	216,844	-8	+32	1,132	5.2
26. Sunderland – River Street – EB	418,586	7	-19	2,338	5.6
27. Cannington – Cameron Street -WB	41,349	8	+35	737	17.8
28. Cannington – Cameron Street – West of Albert – EB	54,146	-12	+52	59	1.1
29. Cannington – Cameron Street – Brock HS – EB	84,563	NA	NA	72	0.9
<b>Total</b>	<b>815,488</b>			<b>4,338</b>	<b>5.3</b>

<b>TOTAL DURHAM</b>	<b>20,712,690</b>			<b>103,873</b>	<b>5.0</b>
---------------------	-------------------	--	--	----------------	------------

**ATTACHMENT 4**  
**AUTOMATED SPEED ENFORCEMENT COSTS AND FINES LEVIED**

Program Component	Program Costs <sup>1</sup>		
	2021 Actual Cost	2022 Actual Cost	Note
Equipment Costs (Redflex)	\$103,906	\$187,925	
Processing Costs (City of Toronto)	\$247,492	\$319,183	Adjusted to reflect start-up cost credits
MTO Fees	\$35,318	\$46,096.22	Estimate - \$1.06 per charge
<b>TOTAL</b>	<b>\$386,716</b>	<b>\$553,204</b>	

<sup>1</sup> Court/Collection Costs Excluded

Program Component	Fines Levied		
	2021 Actual Fines	2022 Actual Fines	Total
Total Charges	35,324	43487	78,811
Average Fine	\$110.12	\$111.16	
Gross Fines Levied (Includes VFS remitted to the Province)	\$3,889,878.88	\$4,834,014.92	\$8,723,893,80

If this information is required in an accessible format, please contact 1-800-372-1102 ext. 2463.



# The Regional Municipality of Durham Report

---

To: The Committee of the Whole  
From: Commissioner of Social Services, Commissioner of Planning & Economic Development and Commissioner of Finance  
Report: #2023-COW-26  
Date: June 14, 2023

---

**Subject:**

At Home in Durham, the Durham Housing Plan 2014-2024 Annual Report

---

**Recommendation:**

That the Committee of the Whole recommends to Regional Council:

- A) That this report be received for information as the legislatively required annual report on the progress of At Home in Durham, the Durham Housing Plan 2014-2024.
  - B) That a copy of this report be forwarded to the Ministry of Municipal Affairs and Housing (MMAH).
- 

**Report:**

**1. Purpose**

- 1.1 The purpose of this report is to update the Committee of the Whole and Regional Council on progress related to At Home in Durham, the Durham Housing Plan 2014-2024, including recommendations to advance its objectives. This serves as the ninth annual progress report for the Plan.

**2. Background**

- 2.1 Regional Council approved At Home in Durham, the Durham Housing Plan 2014-2024 in June 2014 (Report #2014-J-16).
- 2.2 At Home in Durham is supported by the work of the Master Housing Strategy (Report # 2020-COW-27) and the recommendations of the Affordable and Seniors Housing Task Force (Report #2017-COW-249).



- 2.3 At Home in Durham sets out four goals and primary actions that aim to improve affordability and access to housing, protect the existing affordable housing supply, encourage housing diversity, and build capacity in the housing system. These goals are:

Goal 1: End Homelessness in Durham.  
Goal 2: Affordable Rent for Everyone.  
Goal 3: Greater Housing Choice.  
Goal 4: Strong and Vibrant Neighbourhoods.

- 2.4 At Home in Durham commits to ambitious targets in relation to these goals, including the initiation of the development of 1,000 new affordable rental housing units over the final five years of the current plan.
- 2.5 Recent Regional and Provincial initiatives have further contributed to the success of At Home in Durham in meeting its goals and targets. Notably:
- a. The new At Home Incentive Program (AHIP) actively encourages the creation of new purpose-built affordable rental housing projects in Durham through annual calls for application for upfront capital funding (Report #2022-COW-7).
  - b. The new provincial framework for community housing providers as they reach end of operating agreements and end of mortgages (EOA/EOM) will advance the long-term sustainability of community housing and enable the Region to better meet the needs of low-income households in Durham.
- 2.6 At Home in Durham concludes in 2024 and the Region will be required to complete a new 10-year plan. The new plan will build on the public consultation work done through [Envision Durham](#) and its Housing Policy Planning Discussion Paper, as well as targeted consultation work with community partners.

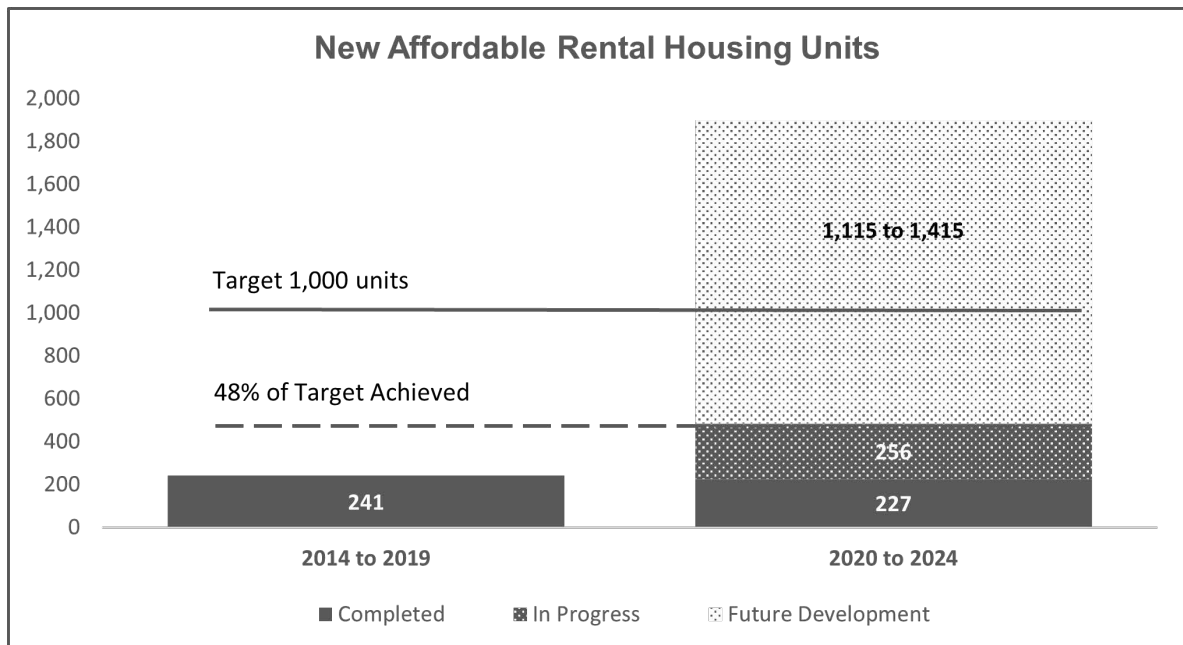
### **3. Previous Reports and Decisions**

- 3.1 [Report #2014-J-16](#) At Home in Durham, the Durham Housing Plan 2014-2024.
- 3.2 [Report #2017-COW-249](#) Affordable and Seniors Housing Task Force.
- 3.3 [Report #2020-COW-27](#) Master Housing Strategy.
- 3.4 [Report #2022-COW-7](#) Regional Incentive Program for Affordable Housing.
- 3.5 [Report #2023-F-6](#) Memorandum of Understanding for the Sharing of the Pickering Casino Revenue
- 3.6 [Report #2023-COW-13](#) Recommendations for Eligible Projects under the At Home Incentive Program for Affordable Housing, File: D19-11
- 3.7 [Report #2023-P-15](#) Envision Durham – Recommendations on the new Regional Official Plan, File D12-01

- 3.8 Report #2023-SS-9 A Second Update on Durham Region's Homelessness Support and Coordinated Access System

#### **4. New Affordable Rental Housing Development**

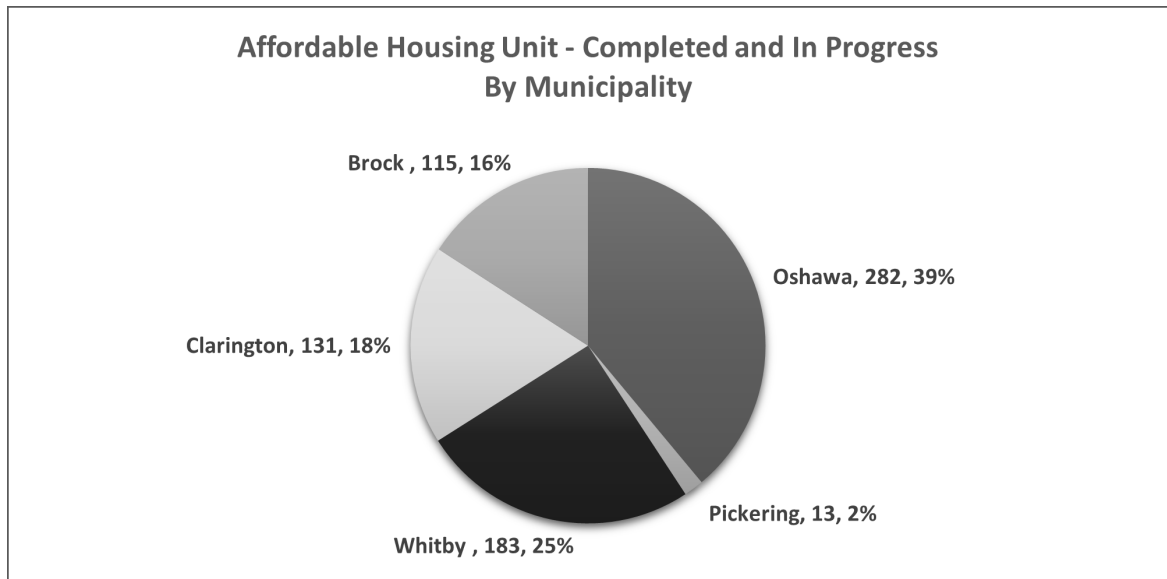
- 4.1 Since the introduction of At Home in Durham in 2014, there has been a marked shift in the issue of housing affordability across the province, creating a "housing crisis" that has made the need for action even greater than it was when At Home in Durham was first developed.
- 4.2 In order to address the significant and increasing affordability needs of low- and moderate-income renters in Durham, the Region has committed to the initiation of 1,000 new affordable rental housing units over the final five years of At Home in Durham (Report #2019-COW-25). A robust and affordable housing sector is critical to eliminating homelessness and building healthy, strong and vibrant communities.
- 4.3 In March 2022, Regional Council approved the new At Home Incentive Program (AHIP) to provide up-front capital funding for purpose-built affordable rental housing through annual calls for applications (Report #2022-COW-7). Annual Regional funding to the AHIP Reserve Fund (AHIPRF) will be committed subject to the annual Business Plans and Budget process. The inaugural call for applications in the fall of 2022 exceeded expectations and resulted in a total of \$7.45 million in Regional funding being provided.
- 4.4 Since 2014, the Region has leveraged considerable federal, provincial and Regional funding for the development of new affordable rental housing in Durham.
- a. In the first five years of the plan (2014 to 2019), 241 new units were developed across five different properties.
  - b. Since the beginning of 2020, an additional 227 units have been completed, and 256 units are currently under development.



4.5 There are eight projects currently under development either directly by the Region or in partnership with community organizations. Projects are at varying stages of completion and are anticipated to be finished between July 2023 and March 2026. These are:

- a. The Region's Beaverton Supportive Housing project that will provide 47 units of affordable, supportive and transitional housing.
- b. Three projects under development by Durham Region Non-Profit Housing Corporation (DRNPHC) as part of its long-term sustainability strategy:
  - 24 affordable townhouse units in Oshawa for families.
  - 52-unit apartment building for seniors in Clarington, that will provide 26 affordable rental units.
  - redevelopment of a current community housing site in Oshawa that will increase the total available units and include 26 affordable rental units.
- c. A co-operative housing project providing 18 affordable and supportive housing units for seniors, people with developmental disabilities and people with mental health and addictions issues in Whitby.
- d. A non-profit project that will provide 27 affordable and supportive housing units for youth on a former school property in Oshawa.
- e. A 75-unit apartment building for seniors and persons with disabilities in Oshawa approved for Regionally-funded AHIP contributions Report (#2023-COW-13).
- f. A 41-unit purpose built rental townhouse project in Pickering, which will include 13 affordable housing units, approved for Regional funding (Report #2023-COW-13).

- 4.6 At the Committee of the Whole meeting on June 22, 2022, the Committee requested a geographic breakdown of the location of affordable housing units across Durham and that this be included in the next update report. The following chart outlines where these affordable housing units have been completed or are in progress since the implementation of At Home in Durham:



- 4.7 A complete listing of affordable housing projects completed or in progress since the start of At Home in Durham is set out in Attachment #1.
- 4.8 In addition to the projects currently in progress, there is potential for the initiation of an estimated 1,115 to 1,415 new affordable rental housing units over the life of At Home in Durham. Notably:
- a. Regional funding under AHIP has potential for the creation of about 100 new purpose built affordable rental housing units by the end of the Plan, in addition to the projects already approved.
  - b. The lands south of the Pickering Casino Resort have been identified to permit 150 new affordable housing units through a Minister's Zoning Order. The City of Pickering has also committed a share of casino revenues (up to \$6 million annually) to The Regional Municipality of Durham. The new "Pickering Casino Revenues Reserve Fund" (Report #2023-F-6) will be allocated to regional services impacted by casino operations – which may include affordable housing.
  - c. The regeneration of four Durham Regional Local Housing Corporation (DRLHC) sites has the potential to include about 900 to 950 additional community housing units, of which as many as half could be rent-geared-to-income or below Canada Mortgage Housing Corporation (CMHC) average market rent.
  - d. Public consultations will begin regarding the use of the former Ritson Road Public School property in Oshawa, which has the potential to support the

- creation of 100 to 400 medium and/or high density affordable rental housing units, as well as community supports for seniors and childcare.
  - e. Consultations continue with Infrastructure Ontario to explore the opportunity to jointly redevelop surplus Regionally-owned land in the town of Whitby, which has potential to create approximately 250 affordable purpose-built rental housing units as part of a future larger redevelopment.
- 4.9 At a total of 483 units either completed or in progress since 2020, the Region has already initiated about 48 per cent of the targeted 1,000 units – and has identified potential future development opportunities that are on track to exceed this target.

## **5. Community Housing**

- 5.1 The Master Housing Strategy commits to support the preservation and modernization of community housing, including opportunities for more flexible partnerships and support for capital needs.

### **New Legislative Framework**

- 5.2 In July 2020, the Housing Services Act (HSA) was amended to provide a new streamlined framework for community housing at EOA/EOM to encourage housing providers to remain in the sector and enhance the long-term sustainability of community housing.
- 5.3 In July 2022, new regulations were released to operationalize this framework, including:
- a. Opportunities for new Service Agreements under Part VII.1 of the HSA with housing providers that reach EOA/EOM, and other providers not currently covered under the HSA.
  - b. The inclusion of alternate forms of municipally funded housing assistance programs that comply with specified criteria to meet legislated service level standards (SLS).
- 5.4 New Part VII.1 Service Agreements will enable the Region to strategically re-invest mortgage subsidy savings at EOM to ensure that these publicly funded assets continue to provide affordable, high-quality housing for people in Durham.
- 5.5 Part VII.1 Service Agreements must have a term of at least 10 years and include:
- a. A financial plan of at least 5 years that has been jointly developed by the housing provider and the Region and addresses how the provider will meet operating and capital expenditures.
  - b. Targets for households receiving rent-geared-to-income (RGI) or alternate municipally funded housing assistance, and the continuation of these benefits for current households.
  - c. Funding to reduce or defray the rent for targeted households, and additional funding as agreed to between the Region and the housing provider.

- d. A dispute resolution process with respect to compliance with the agreement.
- 5.6 The framework for these Part VII.1 agreements is flexible and can be customized to reflect individual community housing providers' circumstances, as well as the needs of the larger housing portfolio.
- 5.7 Under the new framework, the Durham Rent Supplement (DRS) benefit can now be included under the Region's legislated SLS as an alternate form of municipally funded housing assistance. The DRS is preferable to traditional RGI units in community housing in that:
- a. The DRS is not tied to provincial priority rules for the selection of tenants from the Durham Access to Social Housing (DASH) wait list.
  - b. Housing assistance can be offered at a lower cost of subsidy for tenants receiving social assistance, with no net impact to the tenant.
- 5.8 Housing Services staff are actively working with housing providers that have already reached EOA to enter into new partnerships and have been approached by housing providers that exited the HSA at EOA to negotiate new agreements with the Region.
- 5.9 All community housing provider Boards and staff will be provided information sessions to understand the implications of EOA/EOM and to determine their readiness to enter into new agreements and funding schemes as they reach EOM.
- 5.10 Staff also continues to work with our other service system managers, community housing providers and sector organizations to develop tools and techniques to support the transition to new agreements and funding schemes.
- 5.11 These changes afford the opportunity for the Region to be more flexible in its approach to community housing and municipally funded financial housing assistance programs to further advance the goals and objectives of At Home in Durham and the Master Housing Strategy.
- 5.12 The province has also introduced several changes to legislation through Bill 23 and Bill 97 that will impact housing affordability in Durham. Many of the changes are intended to increase the supply of housing in Ontario. Ajax, Clarington, Oshawa, Pickering and Whitby have been identified as "large and fast-growing municipalities", for which the province has assigned ambitious housing targets. All five of these area municipalities have committed to achieving their housing targets through pledges endorsed by their Councils.

## **Capital Needs**

- 5.13 The sustainability of community housing is vital to meeting the affordability needs of low- and moderate-income residents in Durham and to creating strong and vibrant neighbourhoods.



- 5.14 Community Housing providers face increasing capital repair costs due to construction inflation and building age. Building Condition Assessments (BCAs) conducted in 2016 revealed that community housing providers will require more than \$15 million annually<sup>1</sup> to address all capital deficiencies identified across the collective portfolio.
- 5.15 In 2022, the Region was allocated \$891,790 of Canada-Ontario Community Housing Initiative (COCHI) funding to address urgent capital repairs in community housing. Eligible community housing providers were invited to submit applications for evaluation.
- 5.16 In total, the Region received 37 applications from 24 community housing providers totalling more than \$5.3 million in urgent capital repair needs – and were able to assist four providers with the limited COCHI funding.
- 5.17 The Region has been allocated further COCHI funding for 2023-2024 in the amount of \$4,619,400 and \$6,284,000 for 2024-2025, which may also be used for urgent capital repair needs in community housing.
- 5.18 Part VII.1 service agreements under the new framework afford an opportunity to better address the capital needs of community housing providers through the mutually developed financial plans.

## **6. Envision Durham**

- 6.1 Envision Durham is the Region's Municipal Comprehensive Review of the Regional Official Plan (ROP). The new ROP, adopted on May 17, 2023 and forwarded to the province for approval, establishes a brand new ROP for Durham, developed through detailed study, and extensive public and stakeholder engagement. It includes important changes to land use planning policies, including draft policies for housing and affordable housing, such as:
- a. Ensuring an adequate supply of housing in Durham.
  - b. Strengthening policies to prevent the loss of rental housing.
  - c. Establishing a new affordable housing target for at least 35 per cent of new housing within Strategic Growth Areas.
  - d. Adding a new policy to encourage less expensive housing including additional residential units, microhomes, purpose-built rental housing and medium and high-density apartments in areas that are well served by local amenities including transit, schools and parks.
  - e. Encouraging reduced parking standards as a way to support the delivery of affordable housing, including purpose-built rental housing.
  - f. Undertaking a Regional housing assessment to support the Region's area municipalities to implement Inclusionary Zoning within their respective jurisdictions.

---

<sup>1</sup> Amount has not been adjusted for inflation.

- g. Requiring an Affordability and Accessibility Analysis for all major residential development applications.
- 6.2 The new ROP includes enabling policies that will create a more supportive and permissive environment for affordable rental housing and diverse housing options in the region in line with the goals of At Home in Durham.

## **7. Homelessness Initiatives**

- 7.1 At Home in Durham commits to end homelessness in Durham. New and sustained investments in homelessness programs – at both the provincial and Regional level – have significantly increased the Region’s ability to strategically plan, strengthen and increase the response to homelessness in Durham.
- 7.2 In 2023, the total amount of federal, provincial and Regional funding committed to support homelessness programs and services in Durham is \$25.6 million.<sup>2</sup> Regional investment in homelessness system planning and coordination increased from \$27,000 in 2021 to \$6.3 million in 2023 – now representing almost 25 per cent of the total funding allocated.
- 7.3 Among the increased investments, about \$12.1 million is planned to be allocated to housing programs or homelessness prevention. This funding is targeted to deliver frontline services and programs in partnership with community agencies across Durham to:
- a. Provide a range of housing programs to end peoples’ homelessness through transitional housing, housing first, supportive housing, and other housing outreach programs.
  - b. Prevent homelessness through areas such as eviction prevention, rental and utility arrears support, and support at the Landlord Tenant Board.
- 7.4 The Region currently has a By-Name List (BNL), which is a real-time list of people known to be experiencing homelessness, as well as a Coordinated Access System that enables community partners to prioritize and work more effectively with this vulnerable population.
- 7.5 Although the benefits of the By-Name List and Coordinated Access System continue to be impacted by the increasing need for health and homelessness supports and a challenging rental housing market, the homelessness sector in Durham was successful in assisting 218 homeless individuals and families to find housing in 2022 – including 131 people who had previously been chronically homeless.
- 7.6 New investments in homelessness programming in 2023 will increase targeted housing interventions for chronically homeless people on Durham’s BNL, including:

---

<sup>2</sup> This amount excludes administrative funding and a portion of provincial Housing Prevention Program (HPP) funding used to sustain the former Strong Communities Rent Supplement program.

- a. Adding 20 program spaces to support pre- and post-addiction treatment transitional housing, as well as post-treatment support for other transitional housing programs.
  - b. Developing a housing benefit for people who do not require long-term support.
  - c. Expanding a successful Housing First model for youth to add an additional 15 placements.
  - d. Supporting veterans on the BNL to support their ability to obtain and sustain housing over the long-term.
- 7.7 The Region continues to work with community partners to provide housing opportunities and supports for people experiencing homelessness, including:
- a. Expanded street outreach programs to improve capacity and improve housing outcomes.
  - b. Continued specialized outreach for vulnerable groups, including people with mental health and addictions challenges, at-risk individuals with development disabilities, and homeless people requiring social and primary health care.
  - c. Continued exploration of opportunities to increase transitional and supportive housing opportunities across Durham.
- 7.8 Increased and sustained investments provide an opportunity to implement an improved homelessness response plan to achieve better outcomes for people experiencing homelessness in Durham.
- 7.9 Ending homelessness in Durham will require both:
- a. A continuum of supports that reflect the varied and complex needs of homeless people in our communities, including new transitional housing options, flexible and timely housing benefits, and critical supports for vulnerable people.
  - b. A robust and affordable rental housing sector – including an increased supply of community housing and affordable housing in the private market.

## **8. Next Steps**

- 8.1 The At Home in Durham plan will conclude in 2024. There is a legislative requirement to have a new housing plan in place, which must include:
- a. Public consultations.
  - b. An assessment of current and future housing needs in Durham Region.
  - c. Objectives and targets relating to housing needs.
  - d. A description of the measures proposed to meet the objectives and targets.
  - e. A description of how progress towards meeting the objectives and targets will be measured.
- 8.2 The Housing Services Division will be issuing a Request for Proposal (RFP) to engage a consultant to assist in the development of the new plan. Public consultations will build on the Envision Durham consultations and the Housing

Policy Planning Discussion Paper, and the consultant will also co-ordinate targeted consultations with community partners and stakeholders.

- 8.3 The Region must give the Ministry of Municipal Affairs and Housing at least 90 days to comment on the new Plan before approved by Council. Regional staff will report back to Council with the new draft plan at least 90 days prior to the deadline for the new plan.

## **9. Relationship to Strategic Plan**

- 9.1 This report aligns with and addresses the following strategic goals and priorities in the Durham Region Strategic Plan:
- a. Goal 2: Community Vitality – To foster an exceptional quality of life with services that contribute to strong neighbourhoods, vibrant and diverse communities, and influence our safety and well-being.
  - b. Goal 3: Economic Prosperity – To build a strong and resilient economy that maximizes opportunities for business and employment growth, innovation and partnership.
  - c. Goal 4: Social Investment – To ensure a range of programs, services and supports are available and accessible to those in need, so that no individual is left behind.

## **10. Conclusion**

- 10.1 This is the ninth annual progress report of At Home in Durham, the Durham Housing Plan 2014-2024. It reports on current and future initiatives under the Master Housing Strategy and the recommendations of the Affordable and Seniors' Housing Task Force that operationalize and support the goals of the plan.
- 10.2 The goals and actions of At Home in Durham will improve affordability and access to housing with and without supports, protect the existing affordable housing supply, encourage housing diversity, and build capacity in the housing system. The Region is making progress in realizing these goals.
- 10.3 Over the remaining term of the plan, The Regional Municipality of Durham is committed to initiating the development of 1,000 new affordable housing units. Projects completed or currently under development represent about 48 per cent of this target, and the new At Home Incentive Program will further advance this progress.
- 10.4 The new regulatory framework under the HSA provides an opportunity for the Region to be more responsive to local needs and to grow and sustain the community housing portfolio in line with the strategic direction of At Home in Durham.
- 10.5 At Home in Durham will conclude in 2024, and staff will report back to Regional Council with the new draft plan in 2024.

## **11. Attachments**

Attachment #1: Listing of Affordable Housing Projects Completed and In Progress under At Home in Durham

Respectfully submitted,

Original signed by \_\_\_\_\_

Stella Danos-Papaconstantinou  
Commissioner of Social Services

Original signed by \_\_\_\_\_

Brian Bridgeman, MCIP, RPP, PLE  
Commissioner of Planning and  
Economic Development

Original signed by \_\_\_\_\_

Nancy Taylor BBA, CPA, CA  
Commissioner of Finance

Recommended for Presentation to Committee

Original signed by \_\_\_\_\_

Elaine C. Baxter-Trahair  
Chief Administrative Officer

### Listing of Affordable Housing Projects – Completed and In Progress under At Home in Durham

Project	Location	Total Units	Affordable Units	Completed
Whitby Village	Whitby	139	139	2014
Nishnawbe Homes	Oshawa	17	17	2015
Ritson Residence	Oshawa	75	62	2017
Gillespie Gardens (DRNPHC)	Beaverton	18	18	2018
Cornerstone Community Homes	Oshawa	5	5	2018
<b>Subtotal – Completed 2014 to 2019</b>		<b>254</b>	<b>241</b>	
New View Holdings	Bowmanville	75	75	2020
Old School House Apartment (DRNPHC)	Cannington	50	50	2020
Durham Youth Services	Oshawa	6	6	2021
Cornerstone Community Homes	Oshawa	21	21	2021
Parkview Seniors (Newcastle)	Newcastle	30	30	2022
Oshawa Microhomes	Oshawa	10	10	2022
Cornerstone Community Homes (Athol St)	Oshawa	9	9	2022
Muslim Welfare Residences	Whitby	26	26	2022
<b>Subtotal – Completed 2020 to 2022</b>		<b>227</b>	<b>227</b>	
Beaverton Supportive Housing	Beaverton	47	47	In progress
Clarington (DRNPHC)	Bowmanville	52	26	In progress
Conant Place (DRNPHC)	Oshawa	57	26	In progress
Normandy Towns (DRNPHC)	Oshawa	24	24	In progress
Little Otter Creek Co-op	Whitby	18	18	In progress
The Refuge	Oshawa	27	27	In progress
Riverbank Homes (AHIP)	Oshawa	75	75	In Progress
Kindred Works – Dunbarton (AHIP)	Pickering	41	13	In Progress
<b>Subtotal – In progress</b>		<b>341</b>	<b>256</b>	
<b>Totals</b>		<b>822</b>	<b>724</b>	



# The Regional Municipality of Durham Report

---

To: Committee of the Whole  
From: Chief Administrative Officer  
Report: #2023-COW-27  
Date: June 14, 2023

---

**Subject:**

Durham Climate Roundtable – amended collaboration agreement with OntarioTech University

---

**Recommendation:**

That the Committee of the Whole recommends to Regional Council:

That staff be directed to execute a collaboration agreement with Ontario Tech University (included as Attachment #1 to this report) governing the mandate, deliverables and resourcing of the Durham Climate Roundtable as well as roles and responsibilities of participating organizations.

---

**Report:**

**1. Background**

- 1.1 On December 21, 2022, Durham Regional Council endorsed the recommendations contained in report [#2022-COW-28](#), including the evolution of the Durham Region Roundtable on Climate Change (DRRCC) from being an advisory committee of Regional Council, to an independent collaborative governance entity hosted by the Brilliant Energy Institute at Ontario Tech University.
- 1.2 Regional staff were directed to execute a collaboration agreement with Ontario Tech University, which was attached to report #2022-COW-28, to govern the mandate, deliverables, and resourcing of the independent DRRCC as well as roles and responsibilities of participating organizations.
- 1.3 As part of subsequent negotiations between Ontario Tech University and the Region several amendments were made to the original collaboration agreement that was approved by Regional Council. Staff are seeking Council authorization to execute the amended collaboration agreement, which is included as Attachment #1 to this report.

## **2. Summary of Proposed Amendments to the Durham Climate Roundtable Collaboration agreement**

- 2.1 OntarioTech University is recommending that the name of the independent entity be simplified from “Durham Region Roundtable on Climate Change” to “Durham Climate Roundtable”. Staff support this recommendation.
- 2.2 Section 3 – Financial Contributions was updated to remove the initial performance review requirement. Annual contributions to the University remain subject to Regional Council approval through the annual budget process.
- 2.3 Section 4 – Collection and Use of Personal Data was updated to reflect the fact that no personal data is anticipated to be accessed or shared by the parties.
- 2.4 Section 5 – Intellectual Property and Publication was updated to allow for presentation by OntarioTech University of the data, methods or results derived from the activities related to the Durham Climate Roundtable.
- 2.5 Section 6 - Confidentiality was further defined, and Section 7 – Indemnity and Limitation of Liability was updated to add a mutual liability clause.

## **3. Relationship to Strategic Plan**

- 3.1 This report aligns with/addresses the following strategic goals and priorities in the Durham Region Strategic Plan:
- a. Goal #1 – Environmental Sustainability
- Accelerate the adoption of green technologies and clean energy solutions through strategic partnerships and investment.
  - Demonstrate leadership in sustainability and addressing climate change

## **4. Attachments**

Attachment #1: Durham Climate Roundtable Collaboration Agreement

Prepared by: Ian McVey, Sustainability Manager, at 905-668-7711, extension 3803.

Approved by: Sandra Austin, Executive Director, Strategic Initiatives, 905-668-7711, extension 2449.

Respectfully submitted,

Original signed by

---

Elaine C. Baxter-Trahair  
Chief Administrative Officer



## Durham Climate Roundtable Collaboration Agreement

**THIS** Durham Climate Roundtable **COLLABORATION AGREEMENT** (the “Agreement”) made the 1<sup>st</sup> day of January 2023 (the “Effective Date”)

**BETWEEN:**

**University of Ontario Institute of Technology**

(herein referred to as the “University”)

**and**

**The Regional Municipality of Durham**

(herein referred to as the “Regional Municipality”)

**RECITALS**

- A. WHEREAS the University and the Regional Municipality (individually a “Party” and collectively, the “Parties”) have a shared commitment to take a leadership role locally as part of the global effort to transition towards net zero greenhouse gas (GHG) emissions by mid-century;
- B. AND WHEREAS achieving net zero GHG emissions in Durham Region requires leadership and coordinated action by many actors, including all levels of government, public institutions, energy utilities, and non-governmental actors and an annual assessment of progress towards targets;
- C. AND WHEREAS while many public and private sector organizations in Durham Region, including the Regional Municipality and the University have made commitments to take action on climate change, there does not exist a standardized platform to track progress towards climate targets and enable evaluation, comparison and continuous improvement;
- D. AND WHEREAS the Regional Municipality and the University wish to establish a collaboration platform that enables assessment of progress towards net zero GHG emissions and to work collaboratively to identify strategic priorities and coordinated actions that can accelerate climate ambition.

NOW THEREFORE, in consideration of the promises, mutual covenants, terms and conditions contained herein, and for other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged), the Parties agree as follows:

**1. PURPOSE**

- 1.1.** This Agreement shall formally establish the Durham Climate Roundtable (“DCR”) as an independent program hosted within the University with a mandate to enhance leadership capacity, transparency and mutual accountability of progress towards net zero GHG

emissions by mid-century as per Schedule A – Durham Climate Roundtable Terms of Reference.

## **2. TERM AND TERMINATION**

- 2.1.** This Agreement will commence on the Effective Date and will end on the 14th day of November 2026, unless otherwise terminated or extended in accordance with the provisions of the Agreement (“Term”). The Regional Municipality will seek its Council approval to renew this Agreement for another four-year term. Upon Council approval, this Agreement may be renewed upon mutual agreement of the Parties in accordance with Section 9.1. Either Party may provide written notice that it does not wish for the Agreement to renew, 30 days prior to the end of the Term.
- 2.2.** A Party may terminate this Agreement for convenience upon sixty (60) calendar days prior written notice to the other Party. A Party may immediately terminate this Agreement for the other Party’s material breach of the Agreement if the material breach is not cured or waived within thirty (30) calendar days’ notice of such breach. The effective date of termination for material breach is the end of such thirty (30) calendar day period.
- 2.3.** This Agreement may be terminated on mutual agreement by the Parties at any time.
- 2.4.** If this Agreement is terminated early in accordance with the terms herein, the parties shall immediately cease carrying out the activities under Schedule A and conduct an accounting, and the Regional Municipality shall pay within thirty (30) days of the date of termination, to the University the amount of the balance owing under Section 3 to reflect work actually performed by the University up to the date of termination and any previously agreed upon non-cancellable obligations and expenses; or, if applicable, the University shall refund within ten (10) business days of the date of termination, a prorated amount of any advance payments for the percentage of work not fully performed in Schedule A as of the date of termination, less any previously agreed upon non-cancellable obligations and expenses.
- 2.5.** The following provisions shall survive the expiry or earlier termination of this Agreement: Sections 2.4, 2.5, 3.1, 5, 6, 7, 9.2, 9.3; and any other provisions which are expressly or by implication intended to continue in force after such expiration or early termination.

## **3. FINANCIAL CONTRIBUTIONS**

- 3.1.** FEES PAYABLE. Subject to section 3.2 hereof, the Regional Municipality will provide the University with financial contributions to support the fulfilment of its responsibilities and deliverables as outlined in Schedule A.
- 3.2.** Total financial contributions provided by the Regional Municipality to the University in the initial year and to be paid following execution of this Agreement shall be One Hundred Thousand Dollars (\$100,000.00), plus all applicable taxes. The University shall submit annually by September 1 of each year, a budget forecast for the 2024 – 2026 period. It is

understood that any change in annual funding provided by the Regional Municipality under this Agreement is subject to approval of Regional Municipality's Council. For all such subsequent years, this Agreement shall be amended in accordance with section 9.1 to account for the Regional Municipality's financial contribution obligations for the following year.

**3.3.** University shall not be required to return any unspent portion of the Regional Municipality's financial contribution to Regional Municipality following the completion of the initial year or any given subsequent year.

**3.4. INVOICING.** Throughout the Term of this Agreement, the University shall submit bi-annual invoices for one half of the total fees payable annually. The Regional Municipality shall pay all invoices within 30 days of receipt provided that the University is in compliance with the terms and conditions of this Agreement.

#### **4. COLLECTION AND USE OF PERSONAL DATA**

**4.1.** The parties do not anticipate accessing or transferring Personal Information, as such term is defined under the Freedom of Information and Protection of Privacy Act, RSO 1990, Chapter F.31. In the event that Personal Information is inadvertently accessed or transferred by a party hereto, the receiving party will promptly notify the disclosing party. The receiving party shall not use or transfer to a third party and at disclosing party's option, shall immediately return or destroy such Personal Information.

#### **5. INTELLECTUAL PROPERTY AND PUBLICATION**

**5.1.** Any materials or documentation written, designed, or produced or inventions discovered by or for the University pursuant to or in connection with this Agreement in any medium or format, including but not limited to, reports, studies, templates, compilations and collections of data, and related documentation (herein the "Intellectual Property"), shall be owned by the University and/or its applicable personnel, in accordance with University's institutional policies.

**5.2.** Subject to any third party restrictions, the University grants, and shall advise its applicable personnel to grant, to the Regional Municipality a perpetual, world-wide, non-exclusive, irrevocable, transferable (in accordance with this Section 5.2), royalty-free, right and licence to use any of the Intellectual Property owned by the University and/or its applicable personnel, and to incorporate the same as part of any derivative works created by or for the Regional Municipality. This license includes the right for the Regional Municipality to transfer any of the Intellectual Property to any of the other levels of government, public institutions, energy utilities, and non-governmental actors who are members of the DCR, for their use.

**5.3.** The University shall not knowingly incorporate anything that would restrict the right of the Region to modify, further develop or otherwise use the Intellectual Property in accordance with the license granted in Section 5.2.

**5.4.** For clarity, nothing in this Agreement prevents the University from publishing or presenting the data, methods or results derived from its activities on the DCR at professional meetings, symposia or academic journals or similar publications. For clarity, copyright to any publications or presentations made pursuant to this section 5.4, shall remain with the University and/or its applicable personnel, as per the University's institutional policies. The University agrees to acknowledge the Regional Municipality for its support in all such publication or presentations.

## **6. CONFIDENTIALITY**

- 6.1.** The Regional Municipality and the University shall treat as confidential any information received or accessed concerning the other party which is not generally known to the public ("Confidential Information"). Each party shall use reasonable precautions, including the same degree of care as with its own confidential information, to prevent any of the other party's Confidential Information from being acquired or accessed by an unauthorized person, and further agrees to use the other party's Confidential Information for the purposes of fulfilling the intent of this Agreement.
- 6.2.** Notwithstanding any other provision of this Agreement, each party agrees that the obligations of confidentiality and non-use under this Section 6 shall not apply to information which is: (i) published or becomes generally available to the public other than as a result of a breach of the undertakings of this Agreement by the receiving party; (ii) in the possession of the receiving party prior to its receipt from the disclosing party, as evidenced by contemporaneous written evidence, and is not subject to a duty of confidentiality; (iii) rightfully received from a third party not subject to a duty of confidentiality to the disclosing party and/or without breach of this Agreement; (iv) independently developed by the receiving party without the use of any of the disclosing party's Confidential Information; or (v) expressly permitted to be disclosed either under this Agreement or with the written approval of the disclosing party.
- 6.3.** In the event that a party is required to disclose any of the other party's Confidential Information in order to comply with applicable laws or regulations, or pursuant to the order of a court, tribunal or government agency, such Confidential Information may be disclosed without breach of this Agreement. The party making a disclosure under this paragraph shall, if it does not violate its duty to disclose, promptly notify the other party of the obligation to disclose. Notwithstanding anything to the contrary in this Agreement, any Confidential Information disclosed under this paragraph shall remain as Confidential Information for all other purposes and the disclosure shall be limited in scope to only include that portion of Confidential Information that is required to be disclosed.
- 6.4.** The obligations of confidentiality and non-use in this Section 6 shall continue for five (5) years from the expiration or early termination of this Agreement.

**6.5.** Subject to the terms of this Agreement, following the expiration or early termination of this Agreement for any reason, a party (“non-requesting Party”) shall, at the request of the other party (“requesting Party”), return to the requesting Party all property and materials in the other party’s possession or control belonging to the requesting Party, and all items containing any Confidential Information of the requesting Party; provided that the non-requesting Party may retain copies of the Confidential Information (i) as part of archival records (including backup systems) that the non-requesting Party keeps in the ordinary course of its business, but only as required by its records retention policies, (ii) for the purposes of legal record keeping; and/or (iii) if it is relevant to a dispute between the parties.

## **7. INDEMNITY AND LIMITATION OF LIABILITY**

**7.1.** Each party shall defend, indemnify and save harmless the other party and its elected officials, officers, employees, students and agents from and against all claims of any nature, actions, causes of action, losses, expenses, fines, costs, interest or damages of every nature and kind whatsoever, arising out of or allegedly attributable to the negligent acts, errors, omissions, misfeasance, nonfeasance, fraud or willful misconduct of the indemnifying party, its directors, officers, employees, agents, contractors and subcontractors, or any of them, in connection with or in any way related to the delivery or performance of this Agreement. This indemnity shall be in addition to and not in lieu of any insurance in accordance with this Agreement and shall survive this Agreement.

**7.2.** NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, NEITHER PARTY WILL BE LIABLE FOR ANY CONSEQUENTIAL DAMAGES, LOST PROFITS, LOST SAVINGS, LOSS OF ANTICIPATED REVENUE OR ANY EXEMPLARY, PUNITIVE, SPECIAL OR INDIRECT DAMAGES OF THE OTHER PARTY PURSUANT TO OR IN ANY WAY CONNECTED TO THIS AGREEMENT, WHETHER ARISING IN CONTRACT (INCLUDING FUNDAMENTAL BREACH), TORT (INCLUDING NEGLIGENCE) OR OTHERWISE AND WHETHER OR NOT SUCH DAMAGES COULD REASONABLY BE FORESEEN OR WHETHER OR NOT SUCH PARTY HAS BEEN ADVISED OF OR WAS AWARE OF THE POSSIBILITY OF SUCH DAMAGES IN ADVANCE.

**7.3.** EXCEPT AS PROVIDED IN THIS AGREEMENT, THE UNIVERSITY MAKES NO REPRESENTATIONS AND EXTENDS NO WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, WITH RESPECT TO THE INTELLECTUAL PROPERTY, ANY WORK OR SERVICES PERFORMED UNDER THIS AGREEMENT OR THE RESEARCH UNDERTAKEN IN CONNECTION WITH THE DCR AND/OR THIS AGREEMENT.

## **8. INSURANCE**

**8.1.** The University shall continuously maintain throughout the term of the Agreement and pay for the following insurance coverage:

- Commercial General Liability insurance including personal injury, broad form contractual liability, owners and contractors protective, completed operations, and non-owned automotive liability in an amount of not less than five million dollars (\$5,000,000.00) applying to all contracts for claims arising out of one occurrence, and,

- Professional Liability (Errors and Omissions) in an amount of not less than two million dollars (\$2,000,000.00) per claim.

The Commercial General Liability policy shall include the Regional Municipality as an additional insured and be endorsed to endeavour to provide the owner with not less than thirty (30) days written notice in advance of any cancellation. The University shall provide a certificate of insurance to the Regional Municipality, upon request.

**8.2.** The Regional Municipality shall continuously maintain throughout the term of the Agreement and pay for the following insurance coverage:

- Commercial General Liability insurance including personal injury, broad form contractual liability, owners and contractors protective, completed operations, and non-owned automotive liability in an amount of not less than five million dollars (\$5,000,000.00) applying to all contracts for claims arising out of one occurrence, and,
- Professional Liability (Errors and Omissions) in an amount of not less than two million dollars (\$2,000,000.00) per claim.

The Commercial General Liability policy shall include the University as an additional insured and be endorsed to endeavour to provide the owner with not less than thirty (30) days written notice in advance of any cancellation. The Regional Municipality shall provide a certificate of insurance to the University, upon request.

## **9. GENERAL**

**9.1.** This Agreement, including any amendments hereto, constitutes the entire agreement between the parties with respect to the subject matter hereof. This Agreement supersedes all prior or contemporaneous agreements, negotiations, representations, proposals, discussions and understandings, oral or written, relating to the subject matter hereof. This Agreement may be amended, supplemented or modified in writing and signed by duly authorized representatives of both parties only.

**9.2.** This Agreement shall be governed by and interpreted in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein. Any legal action, claim or other legal proceeding commenced by one party against the other party, arising out of this Agreement, shall be commenced in the courts of the Province of Ontario and the parties shall attorn to such jurisdiction.

**9.3.** All notices required or permitted to be given under this Agreement shall be in writing and either delivered personally or by pre-paid courier or transmitted by confirmed electronic communication:

To the Regional Municipality at:

Attention: Ian McVey, Manager of Sustainability  
 Address: 605 Rossland Road E, Whitby, Ontario L1N 6A3  
 e-mail: Ian.McVey@durham.ca

To the University at:

Attention: Jacquie Hoornweg, Executive Director, Brilliant Energy Institute  
Address: 2000 Simcoe Street North, Oshawa, ON L1G 0C5  
e-mail: Jacquie.hoornweg@ontariotechu.ca

or to such other address and as either party may notify to the other from time to time. All notices shall be effective when actually received.

- 9.4.** Nothing in this Agreement shall be interpreted to create any partnership, joint venture, or similar relationship, or subject the parties to any implied duties or obligations respecting the conduct of their affairs which are not expressly stated herein.
- 9.5.** This Agreement shall be binding upon and inure to the benefit of each of the parties hereto. This Agreement may not be assigned.
- 9.6.** The failure of either party at any time to require performance of any provision shall not affect the right to require performance at any other time, nor shall the waiver by either party of a breach of any provision be a waiver of any succeeding breach or a waiver of the provision itself.
- 9.7.** If any provision of this Agreement is declared illegal, void or unenforceable for any reasons, such provision shall be severed from the balance of this Agreement and the remaining provisions hereof shall continue in full force and effect.
- 9.8.** Neither party shall be deemed to be in default hereunder for any delay or failure to perform its obligations resulting from unforeseeable causes beyond its reasonable control ("Force Majeure"). Each party will use its best efforts to anticipate such delays and failures, and to devise means to eliminate or minimize them. However, if the delay in performance by a party is more than three (3) months because of the Force Majeure event, the non-affected party may immediately terminate this Agreement by giving prior written notice to the affected party.
- 9.9.** This Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which together shall constitute one and the same agreement. Delivery by electronic transmission in portable document form (PDF) of an executed counterpart of this Agreement is as effective as delivery of an originally executed counterpart of this Agreement.
- 9.10.** Under no circumstance shall this Agreement be read as granting the Regional Municipality or its representatives any right to participate in matters related to the academic affairs of the University. In no event shall the terms of this Agreement supersede or contravene the University's existing academic policies or collective agreements (collectively, "Academic Policies"). In the event that there is an inconsistency between any provision of this

Agreement and the Academic Policies, the University shall promptly notify the Regional Municipality and propose a modification to the terms herein so as to eliminate such inconsistency. If the parties are unable to agree on a mutually acceptable modification of the offending provision(s) within thirty (30) days, the University shall be permitted to terminate this Agreement immediately upon prior written notice to the Regional Municipality.

IN WITNESS WHEREOF the parties hereto have executed this Agreement by their duly authorized officers in that behalf.

**UNIVERSITY OF ONTARIO INSTITUTE OF TECHNOLOGY**

Per: \_\_\_\_\_

Date

I/We have authority to bind the University

**THE REGIONAL MUNICIPALITY OF DURHAM**

Per: \_\_\_\_\_

Date

I have authority to bind the Regional Municipality.



# Schedule A – Durham Climate Roundtable Terms of Reference

## 1. BACKGROUND

- 1.1. The DCR precursor, Durham Region Roundtable on Climate Change was formed by Regional Council in 2009 to help develop climate action plans that position the Region of Durham as a leader in addressing climate change issues. It was formed as an advisory committee to Regional Council composed of Regional Councillors, the Chief Administrative Officer (CAO) of the Regional Municipality, citizen members, and industry representatives.
- 1.2. DCR precursor has since supported the Regional Municipality with the development of three Council-endorsed climate action plans: the Community Climate Change Local Action Plan (LAP) endorsed by Council in 2012, the Durham Community Climate Adaptation Plan (DCCAP), endorsed by Council in 2016 and, the Durham Community Energy Plan (DCEP), endorsed by Regional and Local Councils in 2019.
- 1.3. These plans articulate how Durham Region, and its local area municipal partners can collaborate to advance the transition to a low carbon, climate resilient future. The latter plan is based on a low carbon pathway, which includes a range of ambitious actions designed to achieve community GHG emissions reduction targets set by both Durham Region and local area municipalities.
- 1.4. Endorsement of Durham's low carbon pathway by Regional and Local Councils recognizes the important role of municipal climate action as part of a coordinated multi-level government effort to transition to a decarbonized clean energy economy. Local governments are estimated to have direct or indirect control over more than half of Canada's GHG emissions – with particularly high influence in sectors like buildings and transportation.
- 1.5. Through the course of 2019 to 2021 Regional Council and Local Councils in Pickering, Ajax, Whitby, Oshawa, Clarington, and Brock declared climate emergencies, joining more than 600 Canadian municipalities. Through these declarations Regional and Local Councils have accepted that very urgent action is required to make a meaningful contribution to transitioning Durham towards a low carbon, and climate resilient future. The Regional Municipality and most Local Area Municipalities have established GHG emissions reduction targets that range from 80 per cent to 100 per cent by 2050. These targets are complemented by targets set by the Province of Ontario and Government of Canada, as well as the United Nations brokered Paris Agreement to limit global temperature increases below 2° Celcius, which has been ratified by more than 190 countries across the globe.
- 1.6. The Council-endorsed climate action plans and climate emergency declarations recognize that the Regional Municipality has a key leadership role to play in climate action, but also that it needs to work in partnership with local area municipalities, energy utilities, post-secondary institutions, and other public and private sector stakeholders to be successful in reducing energy consumption and enabling fuel shifting to low or zero carbon sources of energy. Accordingly, the DCEP called for the creation of a central entity to encourage leadership and coordination between municipalities, the Regional Municipality, and other organizations within the community to ensure the implementation of the DCEP and to take advantage of economies of scale.

- 1.7.** As the focus shifts from developing climate plans towards implementation by the Regional Municipality, Local Area Municipalities, and a wide range of collaborating organizations across the Region, the role of the DCR precursor must likewise shift if it is to fulfill its objectives. This means evolving from its original role as an advisory committee to Regional Council, to becoming a program independent of the Regional Municipality with a mandate to enhance the leadership capacity, transparency, and mutual accountability of a wide range of organizations across the Region of Durham.

## **2. OBJECTIVE**

- 2.1.** The objective of the DCR is to support the leadership and coordination between the Regional Municipality, Local Area Municipalities, the University, and other key organizations within the community on actions required to transition towards a net zero clean energy economy in the Region.
- 2.2.** More specifically, as a program independent of the Regional Municipality and Local Area Municipalities and hosted by the University, the DCR will serve to foster collaborative leadership and strategic, community-based oversight of the implementation of Durham's low carbon pathway. The DCR will monitor progress related to carbon reduction targets established by Regional Council and Local Councils and recommend strategic actions to keep the Regional Municipality and Local Area Municipalities on track. Moreover, the DCR will provide a forum where organizations within the community can exchange ideas, research findings, information and best practice on carbon reduction and climate resilience. As such, the DCR will support leadership and coordination between the Regional Municipality, Local Area Municipalities, other levels of government, and community organizations and will thus play an integral role in supporting the shift to a clean energy economy in Durham Region.
- 2.3.** At a high level, the purpose of the DCR shall be to:
- a. Build a sense of common ownership and shared responsibility among government and non-governmental actors in Durham Region regarding climate action, helping to turn an overwhelming challenge into practicable, deliverable activities.
  - b. Encourage inclusive processes that involve and empower participation from government, residents, academia, and the private sector.
  - c. Be a positive voice, emphasizing how climate action can be an opportunity to deliver on other social, economic, and environmental objectives.
  - d. Support the implementation of climate action by government and non-governmental actors.
  - e. Track progress towards GHG emissions targets set by the Regional Municipality and Local Area Municipalities and promote transparency.
  - f. Review current activities, celebrate successes, and promote both the replication and upscaling of different forms of best practice through inter-jurisdictional benchmarking that looks at comparator communities outside of Ontario and Canada.
  - g. Provide on-going, longer-term support for climate action that spans electoral cycles and variations in public awareness and business support.

## **3. FUNCTIONS AND DELIVERABLES**

- 3.1.** The parties, through the DCR, will aim to fulfill the following key functions and associated deliverables:

**3.1.1. Monitor action and report measurable results:**

- a. An annual report evaluating progress across the Region towards GHG emissions reduction targets, advising on future measures and updating data on emissions at the Region-wide scale, by sector and by local area municipality and is further described in section 6.2 of this Schedule A ("Annual Report").
- b. An annual presentation to Regional Council and Local Councils on request to share relevant results from the Annual Report.
- c. Subject to the Regional Municipality Council's approval of funding of the same, a strategic reassessment and update of Durham's Low Carbon Pathway in 2024.

**3.1.2. Engage the community by facilitating multi-stakeholder dialogue:**

- a. Establish a communications platform which leverages a website and social media presence that will set out the DCR's objectives, outline its programme and projects and provide key contact information;
- b. Organize an annual multi-stakeholder forum where organizations and community members can receive an update on progress towards GHG emissions targets, share ideas and best practices, and celebrate successes.
- c. Provide engagement opportunities for community and stakeholders to provide input on progress, programs, and initiatives, aligned in scope to the budget.

**4. GOVERNANCE**

**4.1. DCR Leadership Committee**

**4.1.1. A DCR Leadership Committee will be formed comprised of 19 to 21 members as follows:**

- Co-chairs (Regional Chair and an official from the University)
- One Regional Councillor representing each local area municipality (eight in total)
- One representative of the Mississauga's of Scugog Island Band Council
- Eight to ten representatives from organizations based or operating within Durham Region that have demonstrated a commitment to advancing Durham's low carbon pathway.

**4.1.2. Recommendations for representatives from organizations based or operating within Durham Region will be developed by the University and presented to the DCR Leadership Committee for selection. Recommendations will be developed on the following basis:**

- They represent a significant organization or sector within the Region;
- They will engage with their organization and sector to make commitments to and promote the work of the DCR where possible;
- They can deliver useful, accurate and timely data to the DCR;
- They can demonstrate expertise, knowledge, leadership and skills to contribute effectively to the work of the DCR;
- They can commit the required amount of time to the DCR;
- They have access to networks and connections that will add value to the DCR; and
- They are available to attend meetings as required. Alternative representatives would not usually be allowed to attend, barring exceptional circumstances. If a member is absent for three successive meetings their membership will be reviewed and possibly revoked.

- 4.1.3.** The DCR Leadership Committee will meet formally 2 times per year. At each formal meeting, the Chair, or in their absence, the co-Chair, shall preside. A formal meeting will be quorate if at least half of the total sitting members are present. The DCR Leadership Committee will establish a meeting schedule at its inaugural meeting, considering the business needs and schedule of participating members. Unless otherwise determined, all meetings will be open to the public.
- 4.1.4.** The term of membership shall correspond with the term of Regional Council (i.e. ending in November 2026). If a member chooses to resign, the University will recommend a replacement to the DCR Leadership Committee in accordance with Section 4.1.2. At the discretion of the DCR Leadership Committee, non-attendance of three consecutive meetings will be sufficient grounds for replacement.
- 4.1.5.** Decisions reached by the DCR Leadership Committee will be made jointly with a preference for a consensus-based approach to decision-making. If a vote is taken, each member of the DCR Leadership Committee will be entitled to one vote, with a majority being required to issue deliverables, make substantive changes to any reports, or make any other decision that has bearing on the operation of the DCR or may impact its members.

## **5. RESPONSIBILITIES OF THE REGIONAL MUNICIPALITY**

The Regional Municipality shall be responsible for the following:

- 5.1.** Providing annual funding contributions to the University, as set out in this Agreement, to enable it to fulfill its responsibilities, as outlined in section 6 of this Schedule A;
- 5.2.** Appointing the Regional Chair as a representative of Regional Council to serve as Co-Chair of the DCR Leadership Committee, as set out in section 4.1;
- 5.3.** Appointing one Regional Councillor to represent each of the eight local area municipalities to participate on the DCR Leadership Committee as set out in section 4.1;
- 5.4.** Providing the University with, or facilitating its access to, relevant and timely data to assist in fulfilling the functions and deliverables described in section 3, including but not limited to:
  - 5.4.1.** Data on building permits issued across the Region
  - 5.4.2.** Utility energy consumption data for buildings (electricity and natural gas)
  - 5.4.3.** Transportation data (e.g. traffic counts, fuel consumption, vehicle registrations, mode share, vehicular kilometres travelled, transit trips, etc.)
  - 5.4.4.** Data on waste generation and wastewater treatment volumes
- 5.5.** Providing the University access to relevant Regional Municipality sustainability staff to participate as part of a working committee with the University's Brilliant Energy Institute Executive Director (or delegate) and faculty member(s) in monthly meetings, for information sharing and to ensure coordination between the DCR activities and the Regional Municipality's broader sustainability initiatives and key audiences, stakeholders and publics.
- 5.6.** Providing a liaison of both a subject matter expert and a corporate communications advisor for development and/or coordination of shared media and communication initiatives related to DCR activities.
- 5.7.** Such further and other obligations as may be mutually agreed upon by all parties hereto in writing.

## **6. RESPONSIBILITIES OF THE UNIVERSITY**

The University shall be responsible for the following:

- 6.1.** Developing an annual GHG emissions inventory for the Region, with data disaggregated by

local area municipalities and by sector, prepared according to global best practices (e.g. Global Protocol for Community-Scale Greenhouse Gas Inventories)

- 6.2. Publishing a digital Annual Report with the annual GHG emissions inventory data and accompanying sectoral and jurisdictional analysis, as well as key recommendations for the Regional Municipality and local area. If the Regional Municipality desires an additional printable prepress version of the Annual Report, additional payment shall be mutually agreed upon and provided by the Regional Municipality to the University as such version is considered outside the scope of this Agreement.

This report should be prepared by the 30<sup>th</sup> day of September of each year, subject to availability and timeliness of data provision from the Regional Municipality and relevant third parties.

- 6.3. Providing a communications platform described in provision 3.1.2a
- 6.4. Organizing and hosting an annual forum described in provision 3.1.2b. This forum shall be planned as an *in-person* event hosted at the University unless stipulated otherwise.
- 6.5. Designate a University representative to participate as a Co-Chair of the DCR Leadership Committee.
- 6.6. Coordinating recruitment of members of the DCR Leadership Committee as outlined in sections 4.1.1. and 4.1.2.

## **7. ANTICIPATED ROLE OF LOCAL AREA MUNICIPALITIES AND OTHER ORGANIZATIONS REPRESENTED ON THE DCR LEADERSHIP COMMITTEE**

- 7.1. Providing the University with, or facilitating its access to, relevant data to assist in fulfilling its deliverables.
- 7.2. Designating a representative to participate on the DCR Leadership Committee

## **8. EXTERNAL COMMUNICATIONS**

- 8.1. In any external communications (ex. website, presentation slides, and printed material) the parties involved with this collaborative organization will be referred to by the primary name of: *“Durham Climate Roundtable”*. The DCR may also be described as: *“a leadership accelerator hosted by Ontario Tech University with a mandate to track progress towards a low carbon, climate resilient future in Durham Region and promote accountability amongst local organizations and stakeholders”*. All external communications should clearly and prominently display the logos of the Regional Municipality, the University, and branded logo of the Durham Climate Roundtable, and any additional funding partners brought into a project or opportunity. Any usage of logos and names must be used in accordance with branding or design guidelines of each respective organization.
- 8.2. With the exception of media releases or requests from media organizations, either the Regional Municipality or the University may speak on behalf of the DCR using good judgement to communicate in a way that does not undermine the objectives of the DCR or negatively impact the other party, either directly or indirectly. For improved coordination, media releases referencing reports prepared by the University must be forwarded by the University to the DCR Leadership Committee Chair and Co-Chair and such media releases must be approved in writing by the corporate communications division of the Regional Municipality. Any interview requests made by the media or other third-party organizations to the Regional Municipality, or the University will be dealt with in a manner as agreed upon by all parties to this Agreement, acting reasonably.



# The Regional Municipality of Durham Report

---

To: Committee of the Whole  
From: Commissioner of Corporate Services  
Report: #2023-COW-28  
Date: June 14, 2023

---

**Subject:**

Prebudget Approval for the Addition of Permanent Staff Complement to Address Emerging Priorities

---

**Recommendation:**

That the Committee of the Whole recommends to Regional Council:

- A) That the full-time staffing complement of the Corporate Services Department – Human Resources Division be increased by two (2) Compensation Analysts, at an estimated cost of \$96,300 (\$91,900 in salary costs and \$4,400 in one-time capital costs) for 2023 (annualized cost \$242,732), commencing mid-August 2023 to be funded from salary savings from current vacancies in 2023;
- B) That subject to Part A) being approved, 2024 prebudget approval be received for financing for the additional staff complement to be added to the 2024 Corporate Services Department – Human Resources Division Business Plans and Budget;
- C) That the full time complement in the Social Services Department be increased by three (3) positions for the establishment of the Regional Affordable Housing Development and Renewal Office at an estimated cost of \$193,300 (\$186,700 in salary costs and \$6,600 in one-time capital costs) for 2023 (annualized cost \$568,400) to be funded at the discretion of the Commissioner of Finance in 2023; and
- D) That subject to Part C) being approved, prebudget approval be received for financing for the additional staff complement to be added to the 2024 Social Services Business Plans and Budget.

**Report:****1. Purpose**

- 1.1 The purpose of this report is to brief Regional Council on the job evaluation process, and challenges expressed by departments related to the timely development and update of job documentation.
- 1.2 This report also provides information to Regional Council on the establishment of the Affordable Housing Development and Renewal Office which will lead in new regional affordable housing development, including 300 Ritson Rd. South, Oshawa and 650 Rossland Rd., Whitby and the revitalization projects of Durham Regional Local Housing Corporation (DRLHC) sites.
- 1.3 This report seeks Regional Council's prebudget approval for the addition of new permanent positions in Corporate Services – Human Resources and the Social Services Department to address emerging priorities as described in this report.

**2. Background****Job Evaluation Process**

- 2.1 The Region engages in an established job evaluation process to determine the relative salary value of different jobs compared to other jobs within the same employee group. This process ensures that the Region creates and maintains a pay structure that is consistent, fair, rational, and compliant with Pay Equity legislation. The Region currently maintains two job evaluation processes encompassing the Management and Exempt group of employees and CUPE 1764 group of employees.
- 2.2 All departments participate in the current job evaluation process to evaluate positions within these employee groups. Job documentation must be developed for all new positions; where positions are revised or undergo significant change in scope, revisions of the existing job documentation is required. Through the job evaluation processes, the Region has established a salary structure and hierarchal framework of internal jobs in place today. Furthermore, the Region and CUPE 1785 negotiated a framework for the introduction of a job study for the Region's outside workers. The establishment of the framework and the terms of reference for the 1785 joint job evaluation process has been lengthy and complex and is currently subject to litigation. This has created additional workload demands on the human resources personnel.

- 2.3 Feedback received from Regional departments regarding the job evaluation process is that it can be cumbersome and time consuming to complete without support. Development of the job evaluation documentation can take up to three months, or longer, due to the length of the exercise and the input required from employees to prepare a draft, review, refine the information, and finalize the documentation in tandem with their supervisor and/or manager. This is completed by staff within each area of the organization, which can lead to inconsistencies in the approach to creating the documentation and proficiency in documenting the actual work required in a specific job. When a new job is created this process can take much longer and may require additional research. The process sometimes results in inconsistent quality in the job documents created depending on the writer's skills. This, in turn, can make the comparison and evaluation of positions difficult and could result in a position being disadvantaged when marketing it in a competitive job market, for example, if not scored accurately. If the documentation requires additional refining it adds time to the process as documents are clarified. Having staff working with the departments to ensure the same approach to the evaluation process ensures a consistency to the documentation, one type of voice for all jobs, and allows us to remain competitive in the current labour market.
- 2.4 If there are insufficient resources to complete this process, the timeframe to update documents and implement potential pay changes to jobs are further delayed.
- 2.5 The last comprehensive job study for the Management and Exempt and CUPE 1764 employee groups was conducted over 20 years ago. Departments have been encouraged to review their teams' job documentation to ensure they remain accurate and up to date; however, there is a hesitation to put forward a review of the job due to the time and resources required to develop updated documentation. In some cases, the original job documentation from the year 2000 is the most current job documentation. This has created a significant gap given jobs are rarely static, and if/when a vacancy was to arise, the job documentation formulates the foundation of the job posting. Further, the rate of pay may not be current which could serve as an impediment to attracting the best candidates in a competitive labour market.
- 2.6 Staff in Human Resources are currently reviewing the rating tool used by the Region with a goal of moving to a more streamlined process. This will require the review of all job documentation under the new evaluation process, which will require the renewal and update of all job documentation for management and exempt positions, reflecting the status and current responsibilities. As part of the proposed new process staff recommend that moving forward, a standard requirement to review job documentation at regular intervals be implemented to ensure job data remains current and salaries reflect current duties.



**Affordable Housing Development and Renewal Office**

- 2.7 Housing affordability is an essential component of a healthy and complete community. The Master Housing Strategy, approved by Regional Council in 2020 commits to the development of new affordable housing units through such activities as revitalization of the Durham Regional Local Housing Corporation (DRLHC) portfolio, review of public surplus lands for affordable housing development, and rapid development of supportive and transitional housing.
- 2.8 Significant progress has been achieved including the Oshawa Microhome development, Beaverton Supportive Housing project, purchase of a surplus school site (300 Ritson Rd. S in Oshawa) and continued work to move forward on the revitalization of two DRLHC sites in Oshawa (Malaga Rd., Christine Crescent).
- 2.9 Infrastructure Ontario will be retained to provide advisory services for the DRLHC revitalization to build capacity and expertise internally for future redevelopment projects.
- 2.10 In addition to the opportunities that have been identified by staff to create new affordable housing units within mixed income communities, there will be additional opportunities through potential land acquisitions, transit-oriented development, and private public partnerships (P3s), all of which will require dedicated resources to ensure optimal outcomes are achieved.
- 2.11 With historically high construction cost inflation, it is essential for the Region to investigate and, when prudent, seize opportunities to increase the supply of housing to meet the needs of Durham residents at different income levels.
- 2.12 The availability of truly affordable and supportive housing that meets the diverse needs of residents has reached crisis levels. Creative and innovative programs and partnerships are needed to strengthen the design, integration, and mix of housing developments. The magnitude of this work will require a dedicated team of staff with the appropriate skill set to identify opportunities consistent with Durham's Housing Strategy and to manage projects accordingly. There is an immediate need to form the Affordable Housing Development and Renewal Office to support the 300 Ritson Rd. S. Oshawa and DRLHC projects as they move into the community engagement phase of development, and to work along side Infrastructure Ontario.

### **3. Previous Reports and Decisions**

- 3.1 There are no previous reports or decisions related to the job evaluation process.
- 3.2 The following reports have been approved by Regional Council related to the redevelopment of the DRLHC portfolio:
- a. [Report #2014-J-16](#) At Home in Durham, the Durham Housing Plan 2014-2024.
  - b. [Report #2020-COW-27](#) Master Housing Strategy.
  - c. [Report #2019-COW-25](#) At Home in Durham, the Durham Housing Plan 2014-2024 – Five-year Review.
  - d. [Report #2022-COW-14](#) 2022 Asset Management Plan.
  - e. [Report #2022-COW-19](#) At Home in Durham, the Durham Housing Plan 2014-2024 Annual Report.
  - f. [Report #2023-COW-12](#) Approval to Retain Infrastructure Ontario for Project Management Services for the First Phase of the Revitalization of Durham Regional Local Housing Corporation Properties.

### **4. Resourcing to Update Job Documentation**

- 4.1 Given the current labour shortage, the Region endeavours to attract a diverse and highly skilled workforce, and to commit to an attractive total compensation package. To be successful, job documentation needs to be current, reflecting the expectations and remuneration associated with those duties. To assist departments in expediting the job evaluation process, Corporate Services' Human Resources Division is proposing to secure additional resources to draft and develop job documentation in consultation with the respective manager and employee(s). This will require two (2) additional permanent full-time Compensation Analysts to provide this support in-house and continue to meet operational needs of the division.
- 4.2 Leveraging in-house job writers will reduce the amount of time and resources departments must commit to the job evaluation process and facilitate a regular review of job documents. This will ensure that the main goals of job evaluation are attained including identifying and eliminating wage inequities, ensuring that like wages are paid to all qualified employees for like work and like value.

## **5. Creation of the Affordable Housing Development and Renewal Office**

- 5.1 Delivering new affordable housing projects and the renewal of the DRLHC portfolio is a tremendous undertaking and can only be successful with resources dedicated to the planning and oversight of this work. An initial team of three (3) staff is necessary to manage current projects with extensive support from existing internal resources and consulting provided by Infrastructure Ontario. Staffing levels will be assessed in the future as the complexity and timing of additional phases of development and redevelopment work are known and as new opportunities are identified.
- 5.2 The creation of a director level position, along with two technically based support roles is the early vision for this office. The advisor resources required should have a background in collaborative community building, placemaking, urban planning, project management and real estate, with the director being skilled at engagement, partnership development, communication, negotiations, P3s and development. With September 2023 being the target to present the engagement framework to Regional Council, the director level position should be onboard no later than August. The two technical positions can be brought on in October 2023 as the projects begin to ramp up.

## **6. Financial Implications**

- 6.1 Job documentation is primarily updated by the respective departmental manager and employees. It would be challenging to associate a cost when the documentation is completed by Regional staff as this information is not tracked. As referenced in this report, the task can be time consuming and removes staff from core service delivery and value-added community service. Some departments have opted to directly outsource the development of the job documentation to an external consultant due to constrained resources.
- 6.2 Although external resources can somewhat expedite the documentation process, the risk of inconsistencies still exists as the resulting product is dependent on the quality of information by staff and managers who still spend significant time drafting and reviewing job information and appealing decisions. In addition, internal capacity is not built to support the process over the long term, perpetuating dependency on limited external expertise, extending the timeframe to implement the planned process improvements.

- 6.3 Increasing the staff complement of the Corporate Services Department's Human Resources division by two (2) permanent full-time Compensation Analysts, at an estimated 2023 cost of \$91,900 for salary costs and \$4,400 for one-time capital costs (annualized cost of \$242,732). The 2023 expenditures will be financed within the 2023 Approved Budget. The annualized cost will be included in the 2024 Business Plans and Budgets. Although the recommendation has an incremental financial impact, there is significant value to the corporation to achieve consistent, updated job documentation to both attract and retain talent given the current pressure points in recruitment.
- 6.4 The creation of the Affordable Housing Development and Renewal Office comprised of three (3) permanent full-time staff results in an estimated 2023 cost of \$186,700 for salary costs and \$6,600 for one-time capital costs (annualized cost of \$568,400). The 2023 expenditures will be financed at the discretion of the Commissioner of Finance. The annualized cost will be included in the 2024 Business Plans and Budgets.
- 6.5 With challenges attracting talent in the exceptionally competitive recruiting environment, we are now facing permanent employment opportunities must be offered. Therefore, attempting to implement any interim measures until the 2024 Business Plans and Budgets has a very high probability of being unsuccessful, and will delay the critical work intended for these roles.

## **7. Relationship to Strategic Plan**

### **7.1 Durham Region Strategic Plan:**

- a. Goal 2: Community Vitality. Objective: To foster an exceptional quality of life with services that contribute to strong neighbourhoods, vibrant and diverse communities, and influence our safety and well-being.
- 2.1 Revitalize existing neighbourhoods and build complete communities that are walkable, well-connected, and have a mix of attainable housing
  - 2.2 Enhance community safety and well-being
- b. Goal 5: Service Excellence. Objective: To provide exceptional value to Durham taxpayers through responsive, effective, and fiscally sustainable service delivery.
- 5.2 Collaborate for a seamless service experience
  - 5.3 Demonstrate commitment to continuous quality improvement and communicating results

## 8. Conclusion

- 8.1 There is a significant number of jobs requiring documentation updates to accurately reflect their duties, responsibilities and resulting compensation. Completing these updates is essential to ensuring that the Region successfully attracts a diverse and highly skilled workforce in the current, highly competitive job market, offers consistent compensation and remains compliant with Pay Equity legislation.
- 8.2 The additional complement proposed in this report will support departments in developing new or revised job documentation to ensure the main goals of job evaluation are attained and the salary structure and associated wages are current, fair, equitable and able to attract talent in a competitive environment in an effective and efficient manner.
- 8.3 Establishing the Affordable Housing Development and Renewal Office in advance of the 2024 Business Plan and Budgets process will support continued and timely progress towards achieving Councils affordable housing targets and ensure the proper resources are available to oversee and guide this work.

Respectfully submitted,

Original signed by

---

Barb Goodwin, MPA, CPA/CGA,  
B.Comm, CPM, CMMIII  
Commissioner of Corporate Services

Recommended for Presentation to Committee

Original signed by

---

Elaine C. Baxter-Trahair  
Chief Administrative Officer

If this information is required in an accessible format, please contact 1-800-372-1102 ext. 3540.



# The Regional Municipality of Durham Report

---

To: Committee of the Whole  
From: Acting Commissioner of Works  
Report: #2023-COW-29  
Date: June 14, 2023

---

## **Subject:**

Expropriation of Lands Required for the Proposed Liberty Street (Regional Road 14) Road Rehabilitation and Urbanization Project from Longworth Avenue to Concession Road 3 in the Municipality of Clarington

---

## **Recommendation:**

That the Committee of the Whole recommends to Regional Council:

- A) That authority be granted to Regional Municipality of Durham staff to initiate expropriation proceedings where necessary for the property requirements related to the proposed road improvements along Liberty Street (Regional Road 14) from Longworth Avenue to north of Concession Road 3 in the Municipality of Clarington as generally depicted in Attachment #1 and such other property requirements as may be determined and identified by Regional Municipality of Durham staff for the Liberty Street (Regional Road 14) Project;
- B) That authority be granted to the Regional Clerk and Regional Chair to execute any notices and forms as may be statutorily mandated by the *Expropriations Act*, R.S.O. 1990, c. E.26 to give effect to **Recommendation C** in this report, including the Notices of Application of Approval to Expropriate;
- C) That authority be granted to Regional Municipality of Durham staff to serve and publish Notices of Application for Approval to Expropriate the property requirements as described in Recommendation A of this report, and to forward to the Ontario Land Tribunal any requests for hearings received, to attend the hearings to present the Regional Municipality of Durham's position, and to present the Ontario Land Tribunal's recommendations to Regional Council for consideration; and

- D) That all agreements successfully negotiated and reports required for amicable property acquisitions and all agreements and reports required for settlements pursuant to the *Expropriations Act*, R.S.O. 1990, c. E. 26 related to the Liberty Street (Regional Road 14) Project approved in accordance with the Delegation of Authority By-law 04-2023 or by Regional Council, be deemed confidential for any reporting requirements to Regional Council pursuant to section 239 (2)(c) of the *Municipal Act, 2001*, S.O. 2001, c. 25, as it relates to a proposed or pending acquisition or disposition of land for Regional corporate purposes, and only be released publicly by the Commissioner of Works once all claims for compensation have been resolved on a full and final basis.
- 

**Report:****1. Purpose**

The purpose of this report is to obtain approval to expropriate property requirements for the Liberty Street (Regional Road 14) Project in the Municipality of Clarington if the Regional Municipality of Durham (Region) is unable to obtain amicable agreements through negotiations with property owners.

**2. Background**

- 2.1 The Region is proposing road rehabilitation and urbanization along Liberty Street between Longworth Avenue and Concession Road 3 in the Municipality of Clarington. The project includes curb and gutter, storm sewers, underground services, street lighting, landscaping, sidewalks, and cycling facilities.
- 2.2 An Intersection Control Study (ICS) was completed for the intersection of Liberty Street and Concession Road 3 and recommended that it be reconstructed as a roundabout to increase the safety and efficiency of the intersection. Roundabouts support the Durham Vision Zero goal to reduce fatal and injury related collisions.
- 2.3 A new traffic signal will be installed at the intersection of Liberty Street and Bos Avenue/Freeland Avenue. The traffic signal at the intersection of Liberty Street and Longworth Avenue will be upgraded for compliance with the Accessibility for Ontarians with Disabilities Act (AODA).

**3. Property Acquisitions**

- 3.1 Regional staff have identified land requirements from two properties that will be affected by the proposed works. The Region will need to acquire a portion of each property to facilitate the works.

- 3.2 While the Region attempts to obtain land requirements through amicable negotiations, there are situations where negotiations become lengthy, or an agreement cannot be reached with the property owners. Where lengthy negotiations are not an option due to project timelines or an agreement cannot be reached with the landowners, Regional staff may need to consider the option to commence the expropriation process to complete the project in a timely manner.

#### **4. Relationship to Strategic Plan**

- 4.1 This report aligns with/addresses the following strategic goals and priorities in the Durham Region Strategic Plan:

a. Environmental Sustainability

Goal 1.5: Expand sustainable and active transportation

b. Community Vitality

Goal 2.2: Enhance community safety and well-being

c. Economic Prosperity

Goal 3.3: Enhance communication and transportation networks to better connect people and move goods more effectively.

#### **5. Conclusion**

- 5.1 Regional Municipality of Durham staff will negotiate with the property owners to acquire the necessary properties. Should these negotiations fail, this approval will permit staff to commence expropriation proceedings to ensure that the timelines are met allowing the projects to proceed to construction.
- 5.2 If Regional Municipality of Durham staff exercise the option to commence expropriation pursuant to the authority being sought through this report, staff will seek further authority from Regional Council to expropriate the property requirements and proceed to serve notices on affected property owners as mandated by the *Expropriations Act*, R.S.O. 1990, c. E.26.
- 5.3 This report has been reviewed by the Legal Services – Office of the CAO.
- 5.4 For additional information, contact: Christine Dunkley, Manager, Financial Services and Corporate Real Estate at 905-668-7711 extension 3475.



**6. Attachments**

Attachment #1: Map of Affected Properties

Respectfully submitted,

Original signed by:

---

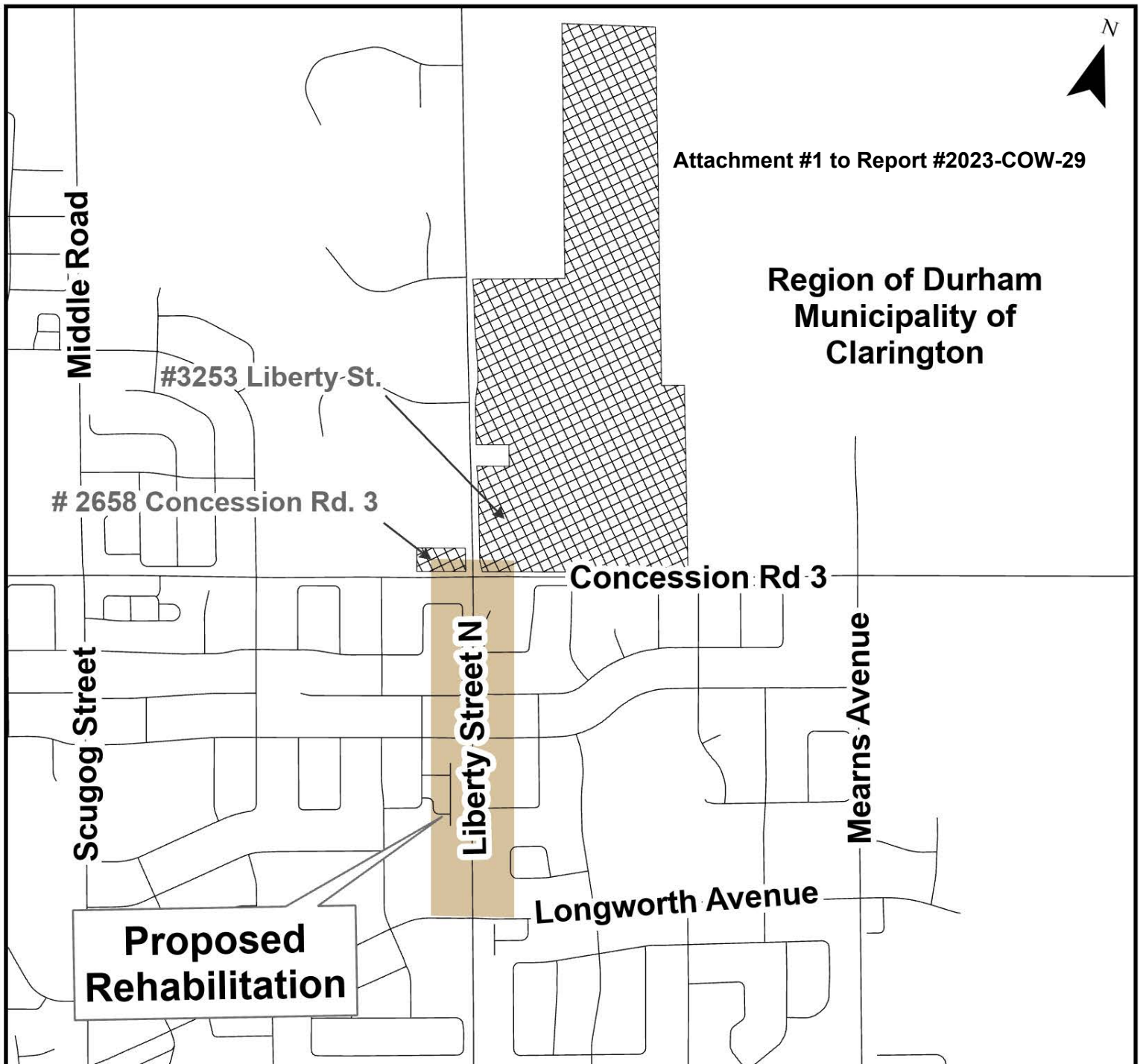
Ramesh Jagannathan  
MBA, M.Eng., P.Eng., PTOE  
Acting Commissioner of Works

Recommended for Presentation to Committee

Original signed by:

---

Elaine C. Baxter-Trahair  
Chief Administrative Officer



# "Schedule A"

## Liberty Street North

### Municipality of Clarington



GIS Data: Produced by Durham Region, 2023.  
 2022 Orthophotography provided by © First Base Solutions Inc.  
 © MPAC and its suppliers. All rights reserved. Not a Plan of Survey.  
 © Teranet Enterprises Inc. and its suppliers.  
 All rights reserved. Not a Plan of Survey.  
 This map has been produced from a variety of sources.  
 The Region of Durham does not make any representations concerning the accuracy, likely results, or reliability of the use of the materials.  
 Region hereby disclaims all representations and warranties. This data is provided to the Region of Durham for internal use only, and excludes all representations, warranties, obligations, and liabilities, whether express or implied, in relation to the Information. For other uses, including spatial analysis, the user must contact the Conservation Authority must be contacted.

-  Properties of Interest
-  Durham Roads
-  Proposed Rehabilitation