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FOR DISCUSSION PURPOSES ONLY

As follow up to our meeting on Tuesday, March 12, I have summarized my notes from our discussion as the starting point for an agreement. Please review and advise of any discrepancies or concerns.

Background:

Under Provincial legislation, specifically the Housing Services Act, the role and responsibilities of Service Manager are assigned to Northumberland County as an upper-tier government. As such, the County purchased the property on 310 Division St., Cobourg with the intent of expanding the capabilities of its current shelter system, to help address the urgent local need for housing and shelter services in Northumberland.

The County will be entering into an agreement with Transition House for the relocation of shelter services to this location to better meet the diverse needs of our community.

Northumberland County and the Town of Cobourg have received and acknowledge the concerns raised by members of the community and intend to make all reasonable efforts to address those concerns through entering into an agreement in good faith to meet the needs of our community.

The agreement relates to the use of 310 Division St., Cobourg as a shelter and other current or future uses.

Recommended terms of an agreement:

Northumberland County commitments to be included in an agreement with the shelter operator:

- 1) The County will have a legal agreement in place with Transition House to specify their responsibilities for the operation of the facility at 310 Division St. The County will monitor and verify ongoing compliance with the agreement. At a minimum, the agreement will include the following:

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- a) Commitment of wraparound services on site. The specific services on site will change from time to time and they will be based on client needs.
- b) Minimum staffing requirements.
- c) Minimum staff training requirements.
- d) A pet policy for animals on site including maximum capacity and bathroom facilities. Town pet bylaw information will be available for reference by pet owners.
- e) A code of conduct while on premises based on Low Barrier Shelter best practices. Clients will be reminded of good neighbour expectations and referred to Town bylaws such as Nuisance Bylaw.
- f) Designated smoking area(s) will be in compliance with all applicable legislation and/or by-laws.
- g) The shelter will continue to publish the phone number and staff will answer 24/7 on a best effort basis. Note: The co-location of the warming room and shelter will ensure that services are available at all times. If all shelter beds are occupied, clients will still have access to the warming room, diversion and other services until a bed is available.
- h) A safe injection site on premises will be prohibited.
- i) Garbage and recycling facilities will be managed in a manner consistent with existing Town by laws including an appropriate enclosure and/or visual screening.
- j) Occupancy load for the building will be determined by appropriate authorities.
- k) Provide annual updates to both Cobourg Council and County Council to review shelter operations.
- l) Establish a Community Liaison Committee with representation, at a minimum, from the Town of Cobourg, community, and County as requested. Terms of Reference will be developed at the first meeting.
- m) Appropriate space will be allocated for temporary storage of personal items that is distanced from public spaces and not obviously visible from public spaces.

Northumberland County commits to directly ensure the following:

- 1) Participation in a Community Liaison Committee.
- 2) Complete a Crime Prevention Through Environmental Design review for the 310 Division Street property to be conducted. Recommendations will be considered for implementation and any changes will be implemented in compliance with existing Town by-laws. County to consult with firm currently under contract.
- 3) Any design changes will consider the flow of pedestrian and vehicle traffic to and from the site. Impacts to neighbouring properties will be mitigated where possible but acknowledging the size of the property restricts any significant changes. Any changes will be in compliance with existing Town by laws.
- 4) County will expand existing security patrols of County facilities to include 310 Division St. Patrols are generally limited to overnight hours and risk based scheduling and will periodically observe and report activities on the site.

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- 5) Commitment to 24/7 onsite security for the first year of operation. The requirement for security will be evaluated at least annually after the first year to determine ongoing needs. Security staffing levels and schedules may be adjusted to reflect operational requirements at the site after year one.
- 6) Some general improvements will be made to existing fencing for consistency, privacy and security.
- 7) County will participate on Community Safety Committee to review and discuss tracking statistics and trends provided by Cobourg Police, Fire and By-Law Enforcement.

Town of Cobourg Commits to ensure the following:

- ~~1. Agrees to the repeal of the Emergency Sheltering bylaw before this agreement is in effect.~~
2. Agrees that this agreement will terminate if the Town makes efforts to regulate shelters through any other bylaw or permitting process.
3. Town will continue to work with the County and Transition House to expedite reviews and inspections, where reasonably possible, to operationalize the site.

Both the County and Town commit to the following:

1. Cobourg and County will work to resolve disagreements arising out of the agreement. Use of phased resolution process, start with staff-to-staff meetings, escalate to senior leadership or CAOs if required.
2. County staff meetings with Cobourg CAO (or designate & identified staff) quarterly during the first year of operation and at mutually agreeable times after the first year. Transition House will be invited to provide operational information.
3. The Town and County will discuss potential cost sharing where the Town can demonstrate increasing and excessive costs directly caused by operations at 310 Division St.
4. Town and County will coordinate all messaging and communications related to the agreement.

Next steps:

Subject to agreement in principle by both the Town and County, a formal agreement will be drafted.