

SCHEDULE “A”

1. This is a partial summary of the content of the Interim Settlement Agreement reached between Sanctuary Ministries of Toronto, Aboriginal Legal Services, Advocacy Centre for Tenants Ontario, Black Legal Action Centre, Canadian Civil Liberties Association and HIV & AIDS Legal Clinic Ontario (collectively, the “Applicants”) and the City of Toronto (the “City”) (together, the “Parties”), in respect of the injunction motion brought by the Applicants within the context of their application challenging the bed spacing provisions in the Toronto Shelter Standards and the 24-Hour Respite Site Standards.
2. The Applicants and the City have agreed that the Interim Settlement Agreement will be confidential, but that this partial summary can be made public by any Party.
3. The Applicants have agreed to a consent order adjourning *sine die* the motion for an injunction, currently scheduled to proceed June 8, 2020, in exchange for the City of Toronto’s agreement to certain terms set out in the Interim Settlement Agreement.
4. The Interim Settlement Agreement includes the following terms:
 1. The following definitions shall apply to this Settlement Agreement:
 - (a) **“Shelter System”** means the shelter, respite and overnight drop-in sites operated or funded by the City of Toronto, and includes the 24-hour temporary response sites, hotel rooms, isolation/recovery sites, Streets to Homes satellite temporary housing program and such other sites as have

been or may be established or funded by the City in response to the COVID-19 Pandemic;

- (b) **“Clients”** means individuals who are, or who have been at any time since March 11, 2020, in receipt of any kind of support services provided by the **Shelter System**;
- (c) **“Beds”** means beds, mats or cots in the sites within the Shelter System; and
- (d) **“Physical Distancing Standards”** means: (a) lateral separation of at least 2 metres between beds or alternative sleeping arrangements; and (b) no use of the upper bunks of bunk beds;
- (e) **“Termination Date”** means the date on after which the City has achieved compliance with Physical Distancing Standards across the Shelter System and has sustained compliance for a two-month period. In this regard, during the two-month period following the date at which the City first achieves compliance with Physical Distancing Standards, *de minimus* non-compliance of a merely transient nature shall not amount to non-compliance for the purposes of determining whether the Termination Date has been reached.

2. The City of Toronto (the “City”) shall use best efforts, until the Termination Date:

- (a) to achieve without delay and thereafter sustain Physical Distancing Standards in the Shelter System;
 - (b) to provide shelter to Clients by making available such Beds as is necessary to achieve Physical Distancing Standards across the Shelter System;
 - (c) to ensure that any new capacity developed to respond to encampments will meet the Physical Distancing Standards; and
 - (d) to continue to publish the following Shelter System occupancy and capacity information online consistent with its past practices, as follows:
 - (i) the shelter occupancy Excel spreadsheet on the City's website tracking daily occupancy and capacity, typically updated at least three times per week; and
 - (ii) the occupancy data for each respite, 24-hour women's drop-in, and 24-hour temporary response site and/or other sites established or funded by the City in response to the COVID-19 Pandemic, on a weekly basis.
5. The City has agreed to deliver regular Progress Reports to counsel for the Applicants describing its compliance with the terms set out in paragraph 2 of the Interim Settlement Agreement. The Applicants may deliver relevant and proportionate questions in writing to the City with respect to any matters arising out of the City's Progress Reports, and the City shall provide a meaningful response to the Applicants' questions. No

obligation of confidentiality shall apply to the Progress Reports, or to any questions in writing delivered by the Applicants and any response thereto delivered by the City unless otherwise agreed.

Court File No.

SANCTUARY MINISTRIES OF TORONTO *et al* - and -

THE CITY OF TORONTO

Applicant

Respondent

**ONTARIO
SUPERIOR COURT OF JUSTICE**

PROCEEDING COMMENCED AT TORONTO

INTERIM SETTLEMENT AGREEMENT

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