



## COMMUNITY SERVICES/ DUFFERIN OAKS COMMITTEE AGENDA

Thursday, January 23, 2014 – 1.00 p.m  
Mel Lloyd Centre, 167 Centre Street, Entrance C  
Emergency Operations Centre, Shelburne

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Declarations of Pecuniary Interests

### **PUBLIC QUESTION PERIOD**

Members of the public will be provided an opportunity to ask questions of the Committee during this time. (Limited to 10 minutes)

### **DELEGATIONS**

1. COMMUNITY SERVICES/DUFFERIN OAKS – January 23, 2014 - ITEM #1  
Wellington Dufferin Guelph Public Health

Andrea Roberts, Director of Family Health and Health Analytics – Wellington Dufferin Guelph Public Health will present The Youth Charter of Rights.

### **COMMUNITY SERVICES**

2. COMMUNITY SERVICES/DUFFERIN OAKS – January 23, 2014 - ITEM #2  
Bridges out of Poverty – Community Collaborative Initiative

A report from the Director of Community Services dated January 23, 2014 to provide the Committee with information regarding Bridges out of Poverty, which is both a workshop and a community engagement initiative.

***Recommendation:***

***THAT the report of the Director dated January 23, 2014 with respect to Bridges out of Poverty, be received.***

3. COMMUNITY SERVICES/DUFFERIN OAKS – January 23, 2014 - ITEM #3  
Children's Services Staffing Request

A report from the Director dated January 23, 2014 to provide Council with information on and to seek approval for the recruitment of a full time Quality Assurance Coordinator for the Children's Services Division within the Community

Services Department.

**Recommendation:**

***THAT the report of the Director, Community Services dated January 23, 2014 with respect to Children's Services Staffing request be received;***

***AND THAT approval be granted to begin the recruitment of a full time Quality Assurance Coordinator in the Children's Services Division, with the position commencing as early as March 1<sup>st</sup> 2014.***

**DUFFERIN OAKS**

**4. COMMUNITY SERVICES/DUFFERIN OAKS – January 23, 2014 - ITEM #4  
Medical Director Agreement**

A report from the Administrator dated January 23, 2014, to recommend that the County of Dufferin enter into an agreement with Dr. R.M. Sinajon for the provision of Medical Director Services to Dufferin Oaks.

**Recommendation:**

***THAT the report of the Administrator, dated January 23, 2014 with respect to the provision of Medical Director Services at Dufferin Oaks be received;***

***AND THAT, the Corporation of the County of Dufferin enter into an agreement with Dr. R.M. Sinajon for the provision of Medical Director Services at Dufferin Oaks for one year with an option to extend the contract for one additional year.***

***AND THAT County Council authorize the execution of the necessary by-law.***

**5. COMMUNITY SERVICES/DUFFERIN OAKS – January 23, 2014 - ITEM #5  
One-Time Funding Announcement for Dufferin County Community Support Services**

A report from the Administrator dated January 23, 2014 to inform the Committee of a one-time funding announcement for Dufferin County Community Support Services.

**Recommendation:**

***THAT the report of the Administrator, dated January 23<sup>rd</sup>, 2014, with respect to a One-Time Funding Announcement for Dufferin County Community Support Services be received.***

***AND THAT staff be directed to take the necessary actions to purchase the bus;***

***AND THAT if additional funds are required beyond the one time funding that they be taken from the Dufferin Oaks Equipment /Furnishings Replacement Reserve.***

6. COMMUNITY SERVICES/DUFFERIN OAKS – January 23, 2014 - ITEM #6  
Declaration of Compliance

A report from the Administrator dated January 23, 2014 to approve the signing of the Declaration of Compliance as required by Long Term Care Home Accountability Agreement.

***Recommendation:***

***THAT the report of the Administrator dated January 23, 2014 regarding the Declaration of Compliance be received;***

***AND THAT the Council authorizes the Warden sign the Declaration on behalf of Council for submission to the Central West LHIN.***

7. COMMUNITY SERVICES/DUFFERIN OAKS – January 23, 2014 - ITEM #7  
Lease Agreement with Wellington-Dufferin-Guelph Health Unit

A report from the Administrator dated January 23, 2014 to enter into a new Lease Agreement with the Wellington-Dufferin-Guelph Health Unit for space in the Mel Lloyd Centre.

***Recommendation:***

***THAT the report of the Administrator dated January 23, 2014 with respect to a new Lease Agreement with the Wellington-Dufferin-Guelph Public Health Unit for space in the Mel Lloyd Centre, be received;***

***AND THAT the necessary By-Law be enacted.***

**NEXT MEETING:** February 27, 2014 - 1.00pm  
E.O.C., Mel Lloyd Centre, Shelburne

# Wellington-Dufferin-Guelph Youth Charter of Rights



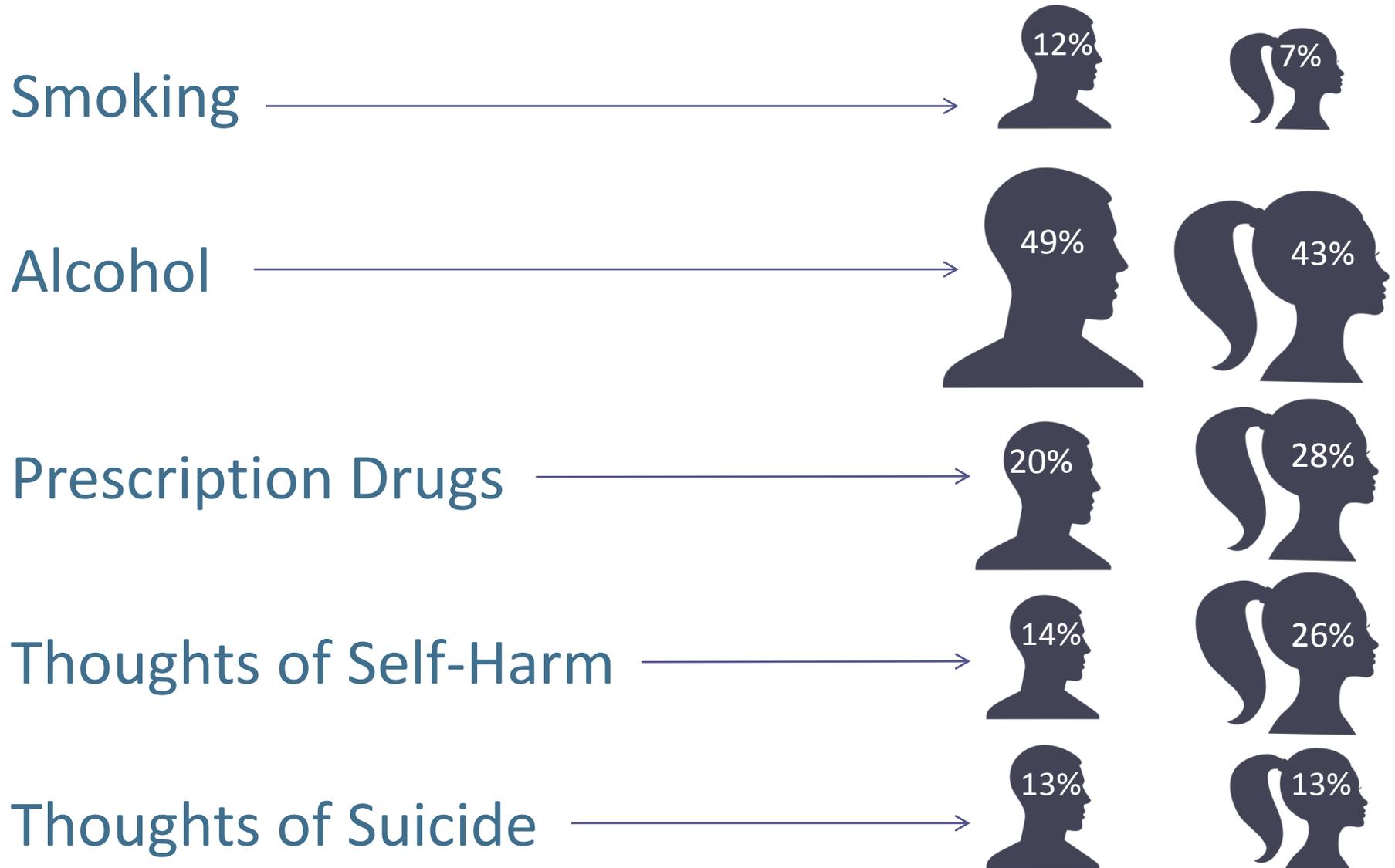
# Who Are Our Youth?

Results from the 2011/12 Youth Survey

# Top Five Health Issues Identified by Youth

1. Depression / Mental Health
2. Healthy Weights / Body Image
3. Healthy Relationships
4. Alcohol Use
5. Physical Activity

# Risk Taking Behaviours



# Protective Factors

1. More students in Guelph report feeling like they can make a difference in their community
2. More students in Dufferin report active transport to/from school
3. More families in Wellington County live below the Low Income Cut Off (LICO)
4. More students in Guelph report high levels of school engagement and school bonding

# The Making of the WDG Youth Charter of Rights



# 1989: UN Rights of the Child

- The 1989 Convention on the Rights of the Child builds on the Universal Declaration of Human Rights (1948), outlining children's specific rights given their vulnerability and dependence
- The Convention outlines that children have the right to:
  - Protection
  - Provision
  - Participation

# 2007: WDG Children's Charter of Rights

## Wellington-Dufferin-Guelph Children's Charter of Rights



All children deserve basic rights and freedoms. A fair share of society's resources must be devoted to ensuring this. While families are responsible for raising their children, all levels of government, in partnership with communities, have a duty to support families by putting the health and well-being of children first.

All children in Wellington-Dufferin-Guelph have a right to:

- ✓ a quality of life that meets their physical, intellectual, emotional, spiritual and social needs.
- ✓ have basic needs met including nutritious food, a healthy environment and a safe and comfortable place to live.
- ✓ access quality and affordable child care, early education programs and/or parenting support.
- ✓ safe places and time to play, and access to affordable recreational activities.
- ✓ quality education to enable them to reach their full potential.
- ✓ quality time with their families and/or other nurturing and positive role models throughout their childhood.
- ✓ protection from neglect, abuse and exposure to family violence.
- ✓ be accepted for who they are, and believe what they want without being discriminated against.

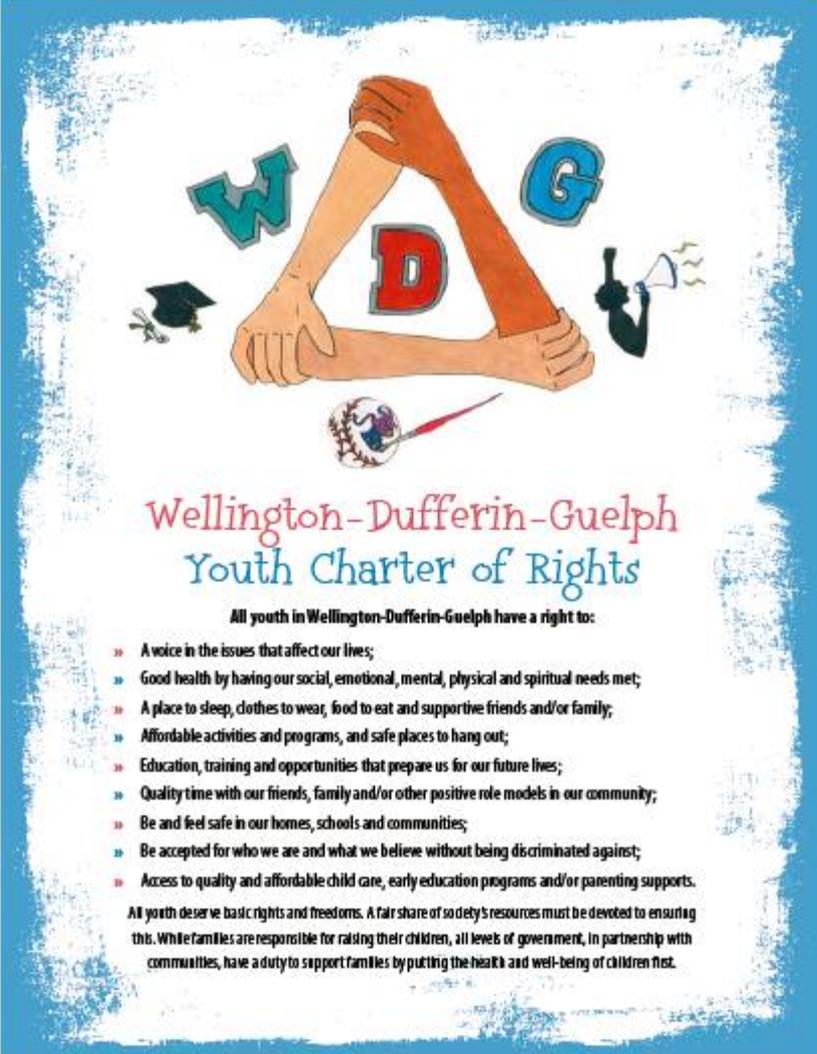


# 2012: Youth Engagement

- May & June: Youth Engagement Workshops
- November & December 2012: Youth Consultations
- January – April 2013: Report Card Design



# 2013: Youth Charter of Rights



The graphic features a central illustration of three hands forming a triangle, with the letters 'W', 'D', and 'G' in blue, red, and blue respectively. Surrounding the hands are icons: a graduation cap, a megaphone, and a hockey puck. The text 'Wellington-Dufferin-Guelph Youth Charter of Rights' is written in a stylized font, with 'Wellington-Dufferin-Guelph' in red and 'Youth Charter of Rights' in blue. Below the title is a list of rights and a concluding statement.

**Wellington-Dufferin-Guelph  
Youth Charter of Rights**

**All youth in Wellington-Dufferin-Guelph have a right to:**

- » A voice in the issues that affect our lives;
- » Good health by having our social, emotional, mental, physical and spiritual needs met;
- » A place to sleep, clothes to wear, food to eat and supportive friends and/or family;
- » Affordable activities and programs, and safe places to hang out;
- » Education, training and opportunities that prepare us for our future lives;
- » Quality time with our friends, family and/or other positive role models in our community;
- » Be and feel safe in our homes, schools and communities;
- » Be accepted for who we are and what we believe without being discriminated against;
- » Access to quality and affordable child care, early education programs and/or parenting supports.

All youth deserve basic rights and freedoms. A fair share of society's resources must be devoted to ensuring this. While families are responsible for raising their children, all levels of government, in partnership with communities, have a duty to support families by putting the health and well-being of children first.

# Charter Endorsements

- As with the Children's Charter, we are asking local political councils, community organizations, and school boards to endorse the Youth Charter of Rights
- Endorsing the Youth Charter signifies a commitment to act in accordance with the values and principles outlined in the charter

# Endorsement of the Youth Charter of Rights





## **REPORT TO COMMUNITY SERVICES COMMITTEE**

**To:** Chair Crewson and Members of Community Services Committee

**From:** Keith Palmer, Director of Community Services

**Meeting Date:** January 23, 2014

**Subject:** **Bridges out of Poverty: Community Collaborative Initiative**

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### **Purpose**

The Purpose of this report is to inform Committee about Bridges out of Poverty, which is both a workshop and a community engagement initiative. The Community Services Department of the County of Dufferin is embarking on this new initiative in concert with other service providers in the County. Bridges out of Poverty is a long-term strategy to help people exit poverty and fully partake in, and contribute to, a prosperous community.

### **Background & Discussion**

Bridges out of Poverty (BoP) is a program which seeks to positively impact the education and lives of individuals in poverty. Bridges out of Poverty helps professionals working with people in poverty better understand the differences in values and behaviors learned by those in different socio-economical level. Some of the objectives of this initiative is to provide service providers with greater support techniques and more promotion of educational and financial independence strategies for those effected by poverty.

Locally, the Wellington-Dufferin-Guelph Public Health Unit (WDGPH) has chosen to invest a three-year provincial grant in Bridges out of Poverty programming. This is the essential element which brings the program within reach of Dufferin County. WDGPH is supplying workshop facilitators and other crucial supports which enable Community Services and its community partners to explore the potential for BoP programs in our area.

Dufferin County Community Services hosted a BoP session in Orangeville in November 2013, with approximately 65 service provider staff in attendance. This session was found to be a huge success. A second one-day workshop aimed at service providers in Shelburne will be facilitated on Feb. 25, 2014.

There are four main components to a community's Bridges out of Poverty journey in which the County Of Dufferin Community Services has been participating and will continue to participate in the future; these include:

1. Bridges out of Poverty – one day workshops aimed at service agencies which introduces a framework for understanding poverty
2. Guiding Coalition – inter-agency advisory group to guide the community's program implementation. Steps are in place to create a local advisory committee in 2014, co-chaired by a local partnering agency and Dufferin County Community Services. WDGPH will support the development of a Guiding Coalition.
3. Getting Ahead - Life skills course for people who live in poverty. It explores the hidden rules of class and the impact of poverty. It explores financial literacy, and creates an individual plan of where growth and change are needed in order to attain financial stability.
4. Circles – Intensive mentoring program. Twenty graduates from Getting Ahead are paired with two mentors each, and everyone meets up once a week for supper and discussion. Local mentors will be sought to assist candidates in attaining their poverty reduction plans

The Bridges out of Poverty method is based on workshops aimed at different socio-economic groups. A community can partake of the programming options to the extent that makes sense for it.

### **Local Municipal Impact**

BoP will be a gradual program implementation, based on sufficient support and commitments from community agencies within the County of Dufferin. The Community Services Department strongly believe in the BoP program and will collaborate with all local agencies who also share in the desire to address poverty.

### **Financial, Staffing, Legal, or IT Considerations**

There is minimal cost to the County as WDGPH is the led agency with BoP. Should additional funding for BoP be required as a result of County involvement, staff will address such cost within the departments 2014 training budget. It is anticipated these cost will be very minimal.

**Recommendation**

**THAT the report of the Director, Community Services dated January 23, 2014 be received.**

Respectfully submitted

Keith Palmer  
Director, Community Services.



**REPORT TO  
COMMUNITY SERVICES/DUFFERIN OAKS COMMITTEE**

**To:** Chair Crewson and Members of Community Services Committee

**From:** Keith Palmer, Director of Community Services

**Date:** 23 January 2014

**Subject:** **Community Services – Children’s Services Staffing Request**

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**Purpose:**

The Purpose of this report is to provide Council with information on and to seek approval for the recruitment of a full time Quality Assurance Coordinator for the Children’s Services Division within the Community Services Department.

**Background and Discussion:**

The Ontario Early Years Policy Framework describes the experiences of children and the extraordinary and long-lasting impact on learning, development, health and well-being. Central to this is a view of children as competent, capable of complex thinking, curious and rich in potential. To support staff working in early years settings and to provide ongoing professional development which assist children in their development, the province has shared with Service Managers that supports to the sector should include resources specific to quality; and education supporting professional development specific to quality assurance.

The Early Learning Framework is a guide to support early childhood programs in Ontario. With six distinct principles, the Early Learning Framework provides a shared language and understanding of child development. The goal is to support providers, early childhood educators and other early learning practitioners, as they work in early childhood settings. Specific to the framework, six principles have been identified. These principles recognize distinct values held by families, communities, and cultures which in turn drives quality service delivery. These principles include:

- Principle 1 - The early years set the foundation for lifelong learning, behaviour, health and well-being.
- Principle 2 - Partnerships with families and communities help early childhood settings to best meet the needs of young children.

- Principle 3 - Respect for diversity, equity and inclusion is vital for optimal development and learning.
- Principle 4 - A planned program supports early learning.
- Principle 5 - Play is a means to learning that capitalizes on children's natural curiosity and exuberance.
- Principle 6 - Knowledgeable and responsive early childhood educators and other early learning practitioners are essential to early childhood settings.

As such, staff recommend the County bolster its responsibilities as a Service Manager to include a full time Quality Assurance Coordinator in Children Services, providing services to all child care providers in Dufferin County. The Division currently provides quality related services by utilizing the skills of a Community Services Worker who is also responsible for, family fee subsidies, child care provider support, and community engagement, with minimal time available to effectively provide quality improvement initiatives. With the Province's initiative to modernize the child care system and by providing Service Managers with funding to address quality; also with the need for professional development in the areas of quality being identified in the County's recent Children Service Modernization Strategy, staff feel strongly that enhancing the County's role in the area of quality will benefit both parents, children, child care providers and the County as the Service System Manager.

Areas the Quality Assurance Coordinator will oversee and deliver include:

- Strengthen the Raising the Bar program (Including any other quality program being considered by the Province)
- Increasing Quality Assurance by incorporating quality standard targets into local service provider agreements
- Enhanced coordination and review of provider annual operational review
- Ongoing and regular professional development opportunities
- Ongoing coordination of professional development events
- The creation of professional development resources
- Greater collaboration with local education institutions offering courses in ECE
- Greater collaboration with Early Literacy staff to promote consistent approaches to learning and development

### **Financial Impact:**

The Quality Assurance Coordinator is currently listed on the County pay grade as level 8. With the Ministry of Education recently allowing Service Managers to increase administration claims to address local needs, the full cost of this position will be 100% funded by the ministry.

### **Local Municipal Impact:**

Moving to a Full Time Quality Assurance Coordinator in Children Services, which will also provide additional support/coverage to other children Services staff, allows for

service enhancements for local families and child care providers. This change will assist the local children's services sector by providing access to supports and resources that ensure child care centres and providers are exceeding requirements related to quality.

**Recommendation:**

**THAT the report of the Director, Community Services dated 23<sup>rd</sup>, January 2014 be received;**

**AND THAT approval be granted to begin the recruitment of a fulltime Quality Assurance Coordinator in the Children's Services Division, with the position commencing as early as March 1<sup>st</sup> 2014.**

Respectfully submitted

Keith Palmer  
Director, Community Services.



**To:** Chair Crewson and Members of Dufferin Oaks/Community Services Committee

**From:** Valerie Quarrie, Administrator

**Date:** January 23, 2014

**Subject:** Medical Director Agreement

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**Purpose:**

The purpose of this report is to recommend that the County of Dufferin enter into an agreement with Dr. R.M. Sinajon for the provision of Medical Director Services to Dufferin Oaks.

**Background & Discussion**

The Ministry of Health Long Term Care Act and Regulations requires that “Every licensee of a long-term care home shall ensure that the home has a Medical Director” and that the licensee shall enter into an appropriate written agreement with the Medical Director. The Medical Director shall be a physician that shall advise the licensee on matters relating to medical care in the long-term care home; and shall perform any other duties provided for in the regulations.

Dr. R.M Sinajon has been the Medical Director of Dufferin Oaks for the past 5 years. His current agreement expires March 31<sup>st</sup>, 2014. Dr. R. M. Sinajon has expressed interest in continuing to serve as Medical Director at Dufferin Oaks for the short term. A Medical Director experienced in Long Term Care is an important asset to a long term care home. In addition to his years of experience in long term care, Dr. R. M. Sinajon has a positive working relationship with the staff at Dufferin Oaks.

**Financial , Staffing, Legal or IT Considerations**

The current Ministry of Health and Long Term Care Medical Director fee of \$.36 per resident per day is provided for in the operating budget.

**Recommendation**

**THAT the County of Dufferin enter into an agreement with Dr. R.M. Sinajon for the provision of Medical Director Services at Dufferin Oaks for one year with an option to extend the contract for one additional year;**

**AND THAT the necessary by-law be presented to Council.**

Respectfully submitted,

Valerie Quarrie  
Administrator

**MEMORANDUM OF AGREEMENT - MEDICAL DIRECTOR**

**BETWEEN:** The Corporation of the County of Dufferin  
Dufferin Oaks Long Term Care Home  
(hereinafter called "the County")

**of the First Part**

**AND:** Dr. R.M. Sinajon  
(hereinafter called "the Medical Director")

**of the Second Part**

Whereas the County operates Dufferin Oaks Long Term Care Home (hereinafter called 'the Home'),

Whereas the Medical Director is a legally qualified medical practitioner in good standing with the College of Physicians and Surgeons of Ontario,

Whereas the Medical Director has agreed to direct and organize the Home's medical services as required by applicable legislation and policies, including but not limited to the areas of medical service provision, administration, and education,

Therefore the parties agree as follows:

**Role and Major Responsibilities**

The County shall:

- Communicate to the Medical Director any and all amendments to legislation and/or policy, which will affect his role as Medical Director.

The Medical Director shall:

- Operate in compliance with the applicable policies of the County and the Long Term Care Homes Act and Regulations and perform all duties of a medical director as required by the Long Term Care Homes Act and Regulations.
- Be accountable to the Administrator for operational matters and to the County of Dufferin for professional matters;
- Be responsible for the development, implementation, and evaluation of medical services in the Home which comply with the requirements of the Long Term Care Homes Act and Regulations, the Home's policies and procedures, and the standards of the Home's Accreditation body.

Administration

The County shall:

- Provide the Medical Director with the necessary equipment and the clerical assistance required to carry out his duties as approved by the County from time to time;
- Allow the Medical Director to make representation to the Dufferin Oaks Committee of Management, through either attendance or the submission of written report(s), on matters related to the medical services program, including health promotion, illness prevention, and treatment.

The Medical Director shall:

- Provide the home documentation to confirm that the Medical Director is a legally qualified medical practitioner in good standing with the College of Physicians and Surgeons of Ontario;
- Obtain and maintain in full force and effect during the term of this agreement current and valid malpractice insurance with the Canadian Medical Protective Association;
- During and following the term of this agreement, indemnify and save harmless the County from any and all liability incurred in connection with the services provided or required to be provided pursuant to this agreement;
- Accept the responsibility, accountability, and authority to monitor and evaluate the medical care and services provided by Attending Physicians and to take action when standards are not met;
- Provide advice to the Administrator and the Dufferin Oaks Committee of Management, on matters pertaining to medical care, policies, and conditions in the Home, which may adversely affect the health and well being of residents and staff;
- Participate in committees of the Home as mutually agreed by the Administrator and the Medical Director and as required by the Long Term Care Homes Act and Regulations;
- Be a member of and attend meetings of the Home's Professional Advisory Committee, and any other such committees as mutually agreed by the Administrator and the Medical Director, or alternatively ensure that an Attending Physician performs these functions;
- Designate an alternate physician to function as Acting Medical Director, when he will be absent for a period in excess of one (1) month, and notify the Administrator and Director of Resident Care Services of any such arrangements.

### Service Provision

The County shall:

- Provide the supplies and equipment necessary for the provision of medical services as required by Long Term Care Home Act and Regulations.

The Medical Director shall:

- Provide service to meet residents' medical needs, including assessment, planning, and provision of individualized medical care, consistent with professional standards of care;
- Participate in the development of health care policies aimed at the provision of optimal care to residents of the Home, with special consideration to the resident population, language, culture, and care needs;
- Participate in the interdisciplinary approach to care;
- Participate in the assessment of residents being considered for transfer to another facility, and assist in facilitating transfers to acute or chronic care as and when required;
- Visit the Home weekly and;
- Manage the physician on-call schedule for the home.

### Documentation

The County shall:

- Maintain a health care record for each resident and provide access to same to the Medical Director to enable him to fulfil his responsibilities.

The Medical Director shall:

- Document on the resident health care record on each visit, in accordance with Home policy and the Long Term Care Homes Act and Regulations, to maintain continuity of care and ongoing evaluation;
- Complete all forms pertaining to the medical care of residents as required by the Long Term Care Homes Act and Regulations, the Health Insurance Act, and other applicable legislation. The completion of all said forms shall be without direct cost to the resident, family, and/or Home;
- Documentation in accordance with the policies of the County and any applicable legislation.

### Orientation, Staff Development and Education

The County shall:

- Reimburse the Medical Director for up to \$750 per year upon proof of expenses related to relevant continuing education activities.

The Medical Director shall:

- Provide documentation to confirm his continuing education in geriatrics and gerontology;
- Provide orientation to Attending Physicians appointed to the medical staff of the Home;
- Participate in the provision of staff development and educational programs for the staff of the Home, as mutually agreed with the Staff Development Co-ordinator.

### Research

The County:

- Review all research proposals through the Dufferin Oaks, and notify the Medical Director of all proposals approved for the Home.

The Medical Director shall:

- Refrain from participation in any research project involving residents of the Home, without the prior approval of the County.

### Financial Arrangements

The County shall:

- Pay the Medical Director an administrative fee in an amount established from time to time by the Long-Term Care Division of the Ministry of Health and Long-Term Care. The current fee is \$.36 per resident per day.

The Medical Director shall:

- Bill the Ontario Health Insurance Plan directly for professional services rendered to residents of the Home.

Term of the Agreement

This agreement will be in force from the 1<sup>st</sup> day of April 2014, up to and including the 31<sup>st</sup> day of March 2015 with the option of extending the agreement for one year.

This agreement may be terminated by either party giving sixty (60) days written notice to the other party.

If notice of termination is given by either party, it is understood that both parties will fulfil all obligations of the agreement until the actual date of termination.

In witness whereof, the parties have duly executed this Agreement.

Signed on

\_\_\_\_\_

The Corporation of the  
County of Dufferin:

By: \_\_\_\_\_  
Pam Hillock, Clerk

By: \_\_\_\_\_  
Warden Bill Hill

The Medical Director:

\_\_\_\_\_  
Dr. R.M. Sinajon



**To:** Chair Ed Crewson and Members of Dufferin Oaks Committee  
**From:** Valerie Quarrie, Administrator  
**Date:** January 23, 2014  
**Subject:** One-Time Funding Announcement for Dufferin County Community Support Services

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**Purpose:**

The purpose of this report is to inform committee members of a one-time funding announcement for Dufferin County Community Support Services.

**Background and Discussion:**

On January 10, 2014, Dufferin County Community Support Services has received notice of approval for one-time funding from the Central West Local Health Integration Network (LHIN) for \$75,000. This funding is for the replacement of the Dufferin Oaks bus which is used to provide transportation for Dufferin Oaks' residents and Dufferin County Community Support Services' clients on various outings and programs. As the bus will be over the \$50,000, we will be going to tender. The one time funding is required to be spent by March 31<sup>st</sup>, 2014.

**Financial, Staffing, Legal, or IT Considerations:**

The one-time funding will cover the majority of the replacement cost of the bus. However, if the bus exceeds the one-time funding, it is recommended that the extra funding required be taken from the Dufferin Oaks Equipment /Furnishings Replacement Reserve.

**Local Municipal Impact:**

None

**Recommendation:**

**THAT** the report of the Administrator, dated January 23<sup>rd</sup>, 2014, advising of One-Time Funding Announcement for Dufferin County Community Support Services be received.

**AND THAT** staff be directed to take the necessary actions to purchase the bus,

**AND THAT** if additional funds are required beyond the one time funding that they be taken from the Dufferin Oaks Equipment /Furnishings Replacement Reserve.

Respectfully submitted,  
Valerie Quarrie,  
Administrator



**To:** Chair Crewson and Members of Dufferin Oaks/Community Services Committee

**From:** Valerie Quarrie, Administrator

**Date:** January 23, 2014

**Subject:** **Declaration of Compliance - Dufferin Oaks**

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**Purpose:**

The purpose of this report is to approve the signing of the Declaration of Compliance as required by Long Term Care Home Accountability Agreement.

**Background and Discussion:**

As a requirement of the Local Health System Integration Act, 2006, each health service provider (HSP) funded by the LHIN must enter into a service accountability agreement with the LHIN in order to receive funding. The current Long Term Care Home Service Accountability Agreement (L-SAA) 2013- 2016 requires that each health service provider sign and submit a Declaration of Compliance after the completion of every funding year during the Agreement. The Declaration is a standard form that was included as Schedule E in the L-SAA. The Declaration confirms to the LHIN (Local Health Integration Network) that the HSP has fulfilled its obligations under the L-SAA, is compliant with the terms of the Local Health System Integration Act and has accurately completed all required reporting.

The Declaration of Compliance for Dufferin Oaks is attached and the LHIN requires that an individual be authorized by Council to make the Declaration on the Council's behalf.

**Financial, Staffing, Legal, or IT Considerations:**

None at this time.

**Local Municipal Impact:**

None at this time

**Recommendation:**

**THAT** the report of the Administrator of Dufferin Oaks dated January 23, 2014 regarding the Declaration of Compliance be received;

**AND THAT** the Council authorizes the Warden sign the Declaration on behalf of Council for submission to the Central West LHIN.

Respectfully submitted,

Valerie Quarrie  
Administrator

## DECLARATION OF COMPLIANCE

Issued pursuant to the Long Term Care Service Accountability Agreement

**To:** The Board of Directors of the Central West Local Health Integration Network (the "LHIN").  
Attn: Maria Britto, Board Chair.

**From:** Corporation of the County of Dufferin - Dufferin Oaks Home For Senior Citizens (the "HSP").

**Date:** February 13, 2014

**Re:** January 1, 2013 – December 30, 2013 (the "Applicable Period")

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The Committee of Management has authorized me, by resolution dated February 13, 2014 to declare to you as follows:

After making inquiries of Valerie Quarrie, Administrator of Dufferin Oaks, and other appropriate officers of the HSP and subject to any exceptions identified on Appendix 1 to this Declaration of Compliance, to the best of the Committee's knowledge and belief, the HSP has fulfilled its obligations under the long term care service accountability agreement (the "Agreement") in effect during the Applicable Period.

Without limiting the generality of the foregoing, the HSP confirms that:

- (i) it has complied with the provisions of The *Local Health System Integration Act, 2006*: and with any compensations restraint legislation which applies to the HSP; and
- (ii) every Report submitted by the HSP is accurate in all respects and in full compliance with the terms of the Agreement;

Unless otherwise defined in this declaration, capitalized terms have the same meaning as set out in the Agreement between the LHIN and the HSP effective April 1, 2013

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Bill Hill, Warden



**To:** Chair Crewson and Members of Dufferin Oaks Committee  
**From:** Valerie Quarrie, Administrator  
**Date:** January 23, 2014  
**Subject:** Lease Agreement with the Wellington-Dufferin-Guelph Health Unit

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### **Purpose**

The purpose of this report is to enter into a new lease agreement with the Wellington-Dufferin-Guelph Health Unit for space in the Mel Lloyd Centre.

### **Background & Discussion**

Wellington-Dufferin-Guelph Health Unit has been renting three rooms in the Mel Lloyd Centre for several years. The previous lease expired Dec 31, 2013. Due to the growth of the Family Health Team and their need for further office space on the main floor, Public Health has worked collaboratively with the County to determine a way to better utilize the space. Public Health will now be moving its breastfeeding clinic out of one office on the upper level of Mel Lloyd Centre and transferring the clinic to a meeting room in the lower level with Ontario Early Years. This co-location of the Public Health breastfeeding clinic with Ontario Early Years will be beneficial to both organizations as it has the potential to raise client awareness of each other's programs.

### **Financial, Staffing, Legal or IT Considerations:**

The Health Unit was occupying 936 square feet in the Mel Lloyd Centre but only paying rent for 312 square feet under an historical arrangement that was significantly below market rent. The new lease will gradually increase the rent \$1000 per year during the term of the lease in order to become a more reasonable rental rate. The Family Health Team will be paying rent on the former Public Health office once the Public Health re-locates their breast feeding clinic to the lower floor. This will result in an additional \$326.82 per month rent for the Mel Lloyd Centre. The Family Health Team has also requested the use of 2 other empty offices in the Mel Lloyd Centre which will result in an additional \$653.64 per month in rent for the Mel Lloyd Centre.

### **Local Municipal Impact**

None

**Recommendations**

**THAT** the report of the Dufferin Oaks Administrator with respect to the Lease Agreement with the Welling-Dufferin-Guelph Health Unit dated January 23, 2014 be received;

**AND THAT** the County of Dufferin enter into a new lease agreement with the Health Unit;

**AND THAT** the necessary By-Law be enacted.

Respectfully submitted,

Valerie Quarrie  
Administrator

**Mel Lloyd Centre Lease**

THIS LEASE made the 1<sup>st</sup> of January, 2014

BETWEEN:

**The Corporation of the County of Dufferin**

(the “Landlord”)

AND

**Wellington-Dufferin-Guelph Public Health Unit**

(the “Tenant”)

WITNESSETH AS FOLLOWS:

**Article 1 — Basic Terms, Definitions**

**1.1 Basic terms**

- (a) Landlord: The Corporation of the County of Dufferin  
Address : 55 Zina Street Orangeville, Ontario, L9W 1E5
- (b) Tenant: Wellington-Dufferin-Guelph Public Health Unit  
Address: 474 Wellington Road 18, RR#1 Fergus, ON, N1M 2W3
- (c) Premises: the lands and premises municipally known as 167 Centre Street  
Shelburne, Ontario, L9V 3R8
- (a) Indemnification not applicable
- (e) Rentable Area of Premises: 624 square feet, subject to Section 2.2 and use of  
Early Years Meeting Room -295 square feet – 1 day per week
- (f) Term: 3 years, subject to Sections 2.3 and 2.4

Commencement Date: January 1<sup>st</sup>, 2014 subject to Section 2.4

End of Term: December 31, 2016, subject to Sections 2.3 and 2.4

- (g) Basic Rent (Section 4.1):

Period	Annual Rate	Per Month
01/01/14 to 12/31/14	\$7,000 + HST	\$583.33 +HST
01/01/15 to 12/31/15	\$8,000 + HST	\$667.67 +HST
01/01/16 to 12/31/16	\$9,000 + HST	\$750.00 + HST

- (h) Permitted Use (Section 7.1): Clinic/Office Space
- (i) Fixturing Period: not applicable
- (k) Extension Rights, if any: set out in Schedule “A”, if applicable
- (l) Schedules forming part of this Lease: None

## 1.2 Definitions

In this Lease, unless there is something in the subject matter or context inconsistent therewith, the following terms have the following respective meanings:

- (a) “Additional Rent” means payments on account of the Landlord's insurance, payments on account of Realty Taxes, payments for utilities and all other amounts, excluding Basic Rent and Rental Taxes, payable by the Tenant in accordance with the terms of this Lease;
- (b) “Basic Rent” means the basic rent payable by the Tenant pursuant to Section 4.1;
- (c) “Building Systems” means:
  - (i) the HVAC System and all other systems, services, installations and facilities from time to time installed in or servicing the Premises (or any portion thereof) including, but not limited to, the elevators and escalators and the following systems, services, installations and facilities: mechanical (including plumbing, sprinkler, drainage and sewage), electrical and other utilities, lighting, sprinkler, life safety (including fire prevention, communications, security and surveillance), computer (including environmental, security and lighting control), ice and snow melting, refuse removal, window washing, and music; and
  - (ii) all machinery, appliances, equipment, apparatus, components, computer software and appurtenances forming part of or used for or in connection with any of such systems, services, installations and facilities including, but not limited to, boilers, motors, generators, fans, pumps, pipes, conduits, ducts, valves, wiring, meters and controls, and the structures and shafts housing and enclosing any of them;
- (d) “Capital Taxes” means any tax or taxes levied against the Landlord and any owner of the Premises by any governmental authority having jurisdiction (including, without limitation, the Large Corporations Tax imposed under the *Income Tax Act* (Canada) and the tax imposed under any applicable provincial corporate tax legislation) based on or computed by reference to the paid-up capital or place of business of the Landlord or any owner of the Premises or the taxable capital employed in Canada by the Landlord or any owner of the Premises as determined for the purposes of such tax or taxes;
- (e) “Commencement Date” means the date set out in Section 1.1(f), as such may be varied pursuant to the terms of this Lease;
- (f) “Event of Default” has the meaning set out in Section 13.1;

- (g) “Fixturing Period” means the period, if any, set out in Section 1.1(j) granted to the Tenant for possession prior to the Commencement Date for the purpose of fixturing and improving the Premises;
- (h) “HVAC System” means all interior climate control (including heating, ventilating, and air-conditioning) systems, installations, equipment and facilities in or servicing the Premises;
- (i) “Leasehold Improvements” means all fixtures, improvements, installations, alterations and additions from time to time made, erected or installed by or on behalf of the Tenant or any former occupant of the Premises, including doors, hardware, partitions (including moveable partitions) and wall-to-wall carpeting, but excluding trade fixtures and furniture and equipment not in the nature of fixtures;
- (j) “Mortgage” means any mortgage or other security against the Premises and/or the Landlord's interest in this Lease, from time to time;
- (k) “Mortgagee” means the holder of any Mortgage from time to time;
- (l) “Premises” means the lands and premises identified in Section 1.1(d) and having the Rentable Area as set out in Section 1.1(e), and all rights and easements appurtenant thereto;
- (m) “Realty Taxes” means all real property taxes, rates, duties and assessments (including local improvement rates), impost charges or levies, whether general or special, that are levied, charged or assessed from time to time by any lawful authority, whether federal, provincial, municipal, school or otherwise, and any taxes payable by the Landlord which are imposed in lieu of, or in addition to, any such real property taxes, whether of the foregoing character or not, and whether or not in existence at the commencement of the Term, and any such real property taxes levied or assessed against the Landlord on account of its ownership of the Premises or its interest therein, but specifically excluding any taxes assessed on the income of the Landlord;
- (n) “Rent” means all Basic Rent and Additional Rent;
- (o) “Rentable Area of the Premises” means the area of the building forming part of the Premises measured to the outside surface of the outer building wall and, for greater certainty, excludes storage areas and parking areas, and as may be adjusted from time to time to reflect any alteration, expansion, reduction, recalculation or other change, determined in accordance with the Building Owners and Managers Association (“BOMA”) standard method of measurement then in effect from time to time;
- (p) “Rental Taxes” means any and all taxes or duties imposed on the Landlord or the Tenant measured by or based in whole or in part on the Rent payable under the Lease, whether existing at the date of this Lease or hereinafter imposed by any governmental authority, including, without limitation, Goods and Services Tax, value added tax, business transfer tax, retail sales tax, federal sales tax, excise taxes or duties, or any tax similar to any of the foregoing;
- (q) “Term” means the period specified in Section 1.1(f) and, where the context requires, any renewal, extension or over holding thereof;

- (r) “Transfer” means an assignment of this Lease in whole or in part, a sublease of all or any part of the Premises, any transaction whereby the rights of the Tenant under this Lease or to the Premises are transferred to another person, any transaction by which any right of use or occupancy of all or any part of the Premises is shared with or conferred on any person, any mortgage, charge or encumbrance of this Lease or the Premises or any part thereof, or any transaction or occurrence whatsoever which has changed or will change the identity of the person having lawful use or occupancy of any part of the Premises; and
- (s) “Transferee” means any person or entity to whom a Transfer is or is to be made.

## **Article 2 — Demise and Term**

### **2.1 Demise**

In consideration of the rents, covenants and agreements hereinafter reserved and contained on the part of the Tenant to be paid, observed and performed, the Landlord demises and leases to the Tenant and the Tenant rents from the Landlord the Premises. The Tenant accepts the Premises on an “as is” basis.

### **2.2 Measurement**

The Landlord may arrange for the Rentable Area of the Premises to be measured by its architect, surveyor or other space measurer. If the Landlord does not arrange for such measurement, the Rentable Area of the Premises shall be deemed to be the area set out in Section 1.1(e).

### **2.3 Term**

The Term shall commence on the Commencement Date, run for the period set out in Section 1.1(f), and end on the date set out in Section 1.1(f), unless terminated earlier pursuant to the provisions of this Lease.

### **2.4 Delay in Possession**

Should the Tenant be delayed by any fault of the Landlord or any other reason (other than the fault of the Tenant) in taking possession of the Premises at the start of the Fixturing Period or on the Commencement Date (if there is no Fixturing Period), then and only then shall the start of the Fixturing Period (if any), the Commencement Date and the Term be postponed for the same number of days that the Tenant is delayed in taking possession of the Premises. The Tenant acknowledges and agrees that such postponement shall be full settlement for any claims it might have against the Landlord for such delay.

### **2.5 Overholding**

If, at the expiration of the initial Term or any subsequent renewal or extension thereof, the Tenant shall continue to occupy the Premises without further written agreement, there shall be no tacit renewal of this Lease, and the tenancy of the Tenant thereafter shall be from month to month only, and may be terminated by either party on one (1) month's notice. Rent shall be payable in advance on the first day of each month equal to the sum of one hundred and fifty percent (150%)

of the monthly instalment of Basic Rent payable during the last year of the Term and one-twelfth (1/12) of all Additional Rent charges provided for herein, determined in the same manner as if this Lease had been renewed, and all terms and conditions of this Lease shall, so far as applicable, apply to such monthly tenancy.

## **2.6 Fixturing Period**

During any Fixturing Period provided for herein, all terms and conditions of this Lease shall apply, except the Tenant shall not be responsible for the payment of Basic Rent.

## **Article 3 — Rent**

### **3.1 Covenant to Pay, Net Lease**

The Tenant covenants to pay Rent as provided in this Lease.

### **3.2 Payment Method**

The Landlord may at any time, and from time to time, require the Tenant to provide to the Landlord either: (a) a series of monthly postdated cheques, each cheque in the amount of the monthly instalment of Rent; or (b) authorization and documentation required to automatically debit the Tenant's bank account for such amounts. In the event of any change in the estimates of Additional Rent, the Landlord may require a new series of monthly postdated cheques or new documentation (as applicable).

### **3.3 Deposit**

Any deposit in the Landlord's hands at the beginning of the Term shall be held by the Landlord without interest. The amount of any such rent deposit described in Section 1.1(i) shall be applied to Rent as it falls due under this Lease. The amount of any security deposit described in Section 1.1(i) shall be held by the Landlord as security for the due performance by the Tenant of its obligations under this Lease and may be applied, in the Landlord's discretion, to remedy any default by the Tenant hereunder and, in the absence of such default, the deposit shall be applied to the Rent and Rental Taxes for the last month of the Term. If the Landlord draws moneys from the deposit for the purpose of remedying any default of the Tenant, the Tenant shall, at the request of the Landlord, pay forthwith to the Landlord the amount of money required to replace the moneys so drawn by the Landlord.

### **3.4 Rent Past Due**

If the Tenant fails to pay any Rent when the same is due and payable, such unpaid amount shall bear interest at the rate of eighteen percent (18%) per annum (calculated monthly at the rate of one and one-half percent (1.5%)), such interest to be calculated from the time such Rent becomes due until paid by the Tenant.

### **3.5 Partial Periods**

If the Term commences on any day other than the first day of the month, or ends on any day other than the last day of the month, Rent for the fractions of a month at the commencement and at the end of the Term shall be calculated on a *pro rata* basis and shall be payable on the first day of the partial month.

## **Article 4 — Basic Rent**

### **4.1 Basic Rent**

The Tenant covenants and agrees to pay, from and after the Commencement Date, to the Landlord at the office of the Landlord, or to such other person or at such other location as the Landlord shall direct by notice in writing, in lawful money of Canada, without any prior demand therefor and without any deduction, abatement or set-off whatsoever, as annual Basic Rent, the sum(s) set out in Section 1.1(g) of this Lease in equal monthly instalments in advance in the amount(s) set out in Section 1.1(g), on the first day of each and every month during the Term.

## **Article 5 — Additional Rent**

### **5.1 Business and Other Taxes**

In each and every year during the Term, the Tenant shall pay as Additional Rent, discharge within fifteen (15) days after they become due, and indemnify the Landlord from and against payment of, and any interest or penalty in respect of, the following:

- (a) every tax, licence fee, rate, duty and assessment of every kind with respect to any business carried on by the Tenant in the Premises or by any subtenant, licensee, concessionaire or franchisee or anyone else, or in respect of the use or occupancy of the Premises by the Tenant, its subtenants, licensees, concessionaires or franchisees, or anyone else (other than such taxes as income, profits or similar taxes assessed on the income of the Landlord); and
- (b) all Realty Taxes in respect of tenant's fixtures, Leasehold Improvements, equipment or facilities on or about the Premises, and any Realty Taxes occurring as a result of any reason peculiar to the Tenant.

## **Article 6 — Utilities and Building Systems**

### **6.1 Payment for Utilities**

The Landlord shall pay promptly when due all charges, costs, accounts and any other sums payable by reason of the supply of the utilities and services to the Premises. The Landlord shall contract with and pay the supplier directly. The Tenant shall immediately advise the Landlord of any installations, appliances or machines used by the Tenant which consume or are likely to

consume large amounts of electricity or other utilities and, on request, shall promptly provide the Landlord with a list of all installations, appliances and machines used in the Premises.

### **6.2 No Overloading**

The Tenant will not install any equipment which would exceed or overload the capacity of the utility facilities in the Premises or the electrical wiring and service in the Premises, and agrees that if any equipment installed by the Tenant shall require additional utility facilities, such facilities shall be installed, if available, and subject to the Landlord's prior written approval thereof (which approval may not be unreasonably withheld), at the Tenant's sole cost and expense in accordance with plans and specifications to be approved in advance by the Landlord, in writing.

### **6.3 No Liability**

In no event shall the Landlord be liable for any injury to the Tenant, its employees, agents or invitees, or to the Premises, or to any property of the Tenant or anyone else, for any loss of profits or business interruption, indirect or consequential damages, or for any other costs, losses or damages of whatsoever kind arising from any interruption or failure in the supply of any utility or service to the Premises.

### **6.4 Building Systems**

The Tenant shall, throughout the Term, operate, maintain, repair, replace and regulate the Building Systems in such a manner as to maintain reasonable conditions of temperature and humidity within the Premises and so as to maintain the Building Systems in a good and working order.

## **Article 7 — Use of Premises**

### **7.1 Use of Premises**

The Tenant acknowledges that the Premises will be used solely for the purpose set out in Section 1.1(h), and for no other purpose.

### **7.2 Observance of Law**

The Tenant shall, at its own expense, comply with all laws, by-laws, ordinances, regulations and directives of public authority having jurisdiction affecting the Premises or the use or occupation thereof including, without limitation, police, fire and health regulations and requirements of the fire insurance underwriters. Without limiting the generality of the foregoing:

- (a) where, during the Term, the Tenant has, through its use or occupancy of the Premises, caused or permitted a release of a contaminant at, from or to the Premises, the Tenant shall immediately clean up such contaminant from the Premises, and any affected areas, at the Tenant's expense; and
- (b) on the termination of this Lease for any reason, the Tenant shall remove, at its expense, any contaminant or contamination which, through the Tenant's use or occupancy of the Premises, it has brought to or created at the Premises.

### **7.3 Waste, Nuisance, Overloading**

The Tenant shall not do or suffer any waste or damage, disfiguration or injury to the Premises, nor permit or suffer any overloading of the floors, roof deck, walls or any other part of the Premises, and shall not use or permit to be used any part of the Premises for any illegal or unlawful purpose or any dangerous, noxious or offensive trade or business, and shall not cause or permit any nuisance in, at or on the Premises.

## **Article 8 — Maintenance, Repairs and Alterations of Premises**

### **8.1 Tenant's Obligations**

The Tenant covenants to keep the Premises in a good and reasonable state of repair consistent with the general standards applicable to buildings of a similar nature in the vicinity of the Premises. The Tenant shall not be responsible for any items that are within the Landlord's obligations pursuant to Section 8.2 of this Lease. The obligations of the Tenant include cleaning for the Premises.

### **8.2 Landlord's Obligations**

The Landlord shall be responsible for repairs and replacements arising from structural defects or weaknesses, for maintenance of the grounds and parking lots and for waste disposal

- (a) structural repairs and replacements including, without limitation, the cost of replacement of the roof or any component thereof (such as a roof deck or roof membrane);
- (b) capital repairs and replacements to the parking lot, driveways and other access facilities;
- (c) capital repairs and replacements to the Building Systems and utility systems; and
- (d) heat, hydro and realty taxes in respect of the premises.
- (e) External cleaning of windows once per year.
- (f) Cost of routine waste disposal. The landlord will not be responsible for the disposal of large equipment and furnishings.
- (g) Maintenance of the grounds and parking lot including snow clearing and removal.

### **8.3 Inspection and Repair on Notice**

The Landlord, its servants, agents and contractors shall be entitled to enter on the Premises at any time, without notice, for the purpose of making emergency repairs, and during normal business hours on reasonable prior written notice, for the purpose of inspecting and making repairs, alterations or improvements to the Premises, or for the purpose of having access to the under floor ducts, or to the access panels to mechanical shafts (which the Tenant agrees not to obstruct). The Tenant shall not be entitled to compensation for any inconvenience, nuisance or

discomfort occasioned thereby. The Landlord, its servants, agents and contractors may, at any time and from time to time, on reasonable prior written notice, enter on the Premises to remove any article or remedy any condition which, in the opinion of the Landlord, would likely lead to the cancellation of any policy of insurance. The Landlord will take reasonable precautions and attempt to schedule such work so as not to unreasonably interfere with the operation of the Tenant's business and to minimize interference with the Tenant's use and enjoyment of the Premises. The Tenant shall promptly effect all repairs necessitated by the Tenant's negligence or wilful misconduct or the negligence or wilful misconduct of the Tenant's agents, servants, contractors, invitees, employees or others for whom the Tenant is in law responsible.

#### **8.4 Alterations**

The Tenant will not make or erect in or to the Premises any installations, alterations, additions or partitions without first submitting drawings and specifications to the Landlord and obtaining the Landlord's prior written consent, which the Landlord shall not unreasonably withhold. The Tenant must further obtain the Landlord's prior written consent to any change or changes in such drawings and specifications. The Tenant will pay to the Landlord the Landlord's reasonable out-of-pocket costs of having its architects approve such drawings and specifications and any changes. Such work shall be performed by qualified contractors engaged by the Tenant (and approved by the Landlord), but in each case only under a written contract approved in writing by the Landlord and subject to all reasonable conditions which the Landlord may impose, provided nevertheless that the Landlord may, at its option, require that the Landlord's contractors be engaged for any structural, mechanical or electrical work. The Tenant shall submit to the Landlord's reasonable supervision over construction and promptly pay to the Landlord's or the Tenant's contractors, as the case may be, when due, the cost of all such work and of all materials, labour and services involved therein and of all decoration and all changes to the Premises, its equipment or services, necessitated thereby.

#### **8.5 Signs**

The Tenant shall be permitted to install a sign on the exterior of the Premises, subject to the Landlord's approval as to size, location, design, type and method of installation, which approval shall not be unreasonably withheld. The Tenant shall not install and otherwise display any additional sign on any part of the outside of the Premises or that is visible from the outside of the Premises without the prior consent of the Landlord, not to be unreasonably withheld.

#### **8.6 Construction Liens**

If any construction or other lien or order for the payment of money shall be filed against the Premises by reason of or arising out of any labour or material furnished to the Tenant or to anyone claiming through the Tenant, the Tenant, within five (5) days after receipt of notice of the filing thereof, shall cause the same to be discharged by bonding, deposit, payment, court order or otherwise. The Tenant shall defend all suits to enforce such liens or orders against the Tenant at the Tenant's sole expense. The Tenant indemnifies the Landlord against any expense or damage incurred as a result of such liens or orders.

#### **8.7 Removal of Improvements and Fixtures**

(1) All Leasehold Improvements shall immediately on their placement become the Landlord's property, without compensation to the Tenant. Except as otherwise agreed by the Landlord in writing, no Leasehold Improvements or trade fixtures shall be removed from the Premises by the Tenant, either during or on the expiry or earlier termination of the Term, except that:

- (a) the Tenant may, during the Term, in the usual course of its business, remove its trade fixtures, provided that the Tenant is not in default under this Lease, and at the end of the Term, the Tenant shall remove its trade fixtures; and
- (b) the Tenant shall, at its sole cost, remove such of the Leasehold Improvements as the Landlord shall require to be removed, such removal to be completed on or before the end of the Term.

(2) The Tenant shall, at its own expense, repair any damage caused to the Premises by the Leasehold Improvements or trade fixtures or the removal thereof. In the event that the Tenant fails to remove its trade fixtures prior to the expiry or earlier termination of the Term, such trade fixtures shall, at the option of the Landlord, become the property of the Landlord and may be removed from the Premises and sold or disposed of by the Landlord in such manner as it deems advisable. For greater certainty, the Tenant's trade fixtures shall not include any Building Systems or light fixtures. Notwithstanding anything in this Lease, the Landlord shall be under no obligation to repair or maintain the Tenant's installations.

## **8.8 Surrender of Premises**

At the expiration or earlier termination of this Lease, the Tenant shall peaceably surrender and give up to the Landlord vacant possession of the Premises in the same condition and state of repair as the Tenant is required to maintain the Premises throughout the Term and in accordance with its obligations in Section 8.7.

## **Article 9 — Insurance and Indemnity**

### **9.1 Tenant's Insurance**

(1) The Tenant shall, at its sole cost and expense, take out and maintain in full force and effect, at all times throughout the Term, the following insurance:

- (a) “All Risks” insurance on property of every description and kind owned by the Tenant, or for which the Tenant is legally liable, or which is installed by or on behalf of the Tenant, within the Premises including, without limitation, stock-in-trade, furniture, equipment, partitions, trade fixtures and Leasehold Improvements, in an amount not less than the full replacement cost thereof from time to time;
- (b) general liability and property damage insurance, including personal liability, contractual liability, tenants' legal liability, non-owned automobile liability, and owners' and contractors' protective insurance coverage with respect to the Premises, which coverage shall include the business operations conducted by the

Tenant and any other person on the Premises. Such policies shall be written on a comprehensive basis with coverage for any one occurrence or claim of not less than five million dollars (\$5,000,000) or such higher limits as the Landlord may reasonably require from time to time;

- (c) when applicable, broad form comprehensive boiler and machinery insurance on a blanket repair and replacement basis, with limits for each accident in an amount not less than the full replacement costs of the property, with respect to all boilers and machinery owned or operated by the Tenant or by others (other than the Landlord) on behalf of the Tenant in the Premises or relating to or serving the Premises;
- (d) business interruption insurance in an amount sufficient to cover the Tenant's Rent for a period of not less than six (6) months;
- (e) plate glass insurance with respect to all glass windows and glass doors in or on the Premises for the full replacement value thereof; and
- (f) such other forms of insurance as may be reasonably required by the Landlord and any Mortgagee from time to time.

(2) All such insurance shall be with insurers and shall be on such terms and conditions as the Landlord reasonably approves. The insurance described in Sections 9.1(a) and 9.1(c) shall name as loss payee the Landlord and anyone else with an interest in the Premises from time to time designated in writing by the Landlord, and shall provide that any proceeds recoverable in the event of damage to Leasehold Improvements shall be payable to the Landlord. The insurance described in Sections 9.1(b) and 9.1(d) shall name as an additional insured the Landlord and anyone else with an interest in the Premises from time to time designated in writing by the Landlord. The Landlord agrees to make available such proceeds toward repair or replacement of the insured property if this Lease is not terminated pursuant to the terms of this Lease. All public liability insurance shall contain a provision for cross-liability or severability of interest as between the Landlord and the Tenant.

(3) All of the foregoing property policies shall contain a waiver of any right of subrogation or recourse by the Tenant's insurers against the Landlord or the Landlord's mortgagees, their contractors, agents and employees, whether or not any loss is caused by the act, omission or negligence of the Landlord, its mortgagees, their contractors, agents or employees. The Tenant shall obtain from the insurers under such policies undertakings to notify the Landlord in writing at least thirty (30) days prior to any cancellation thereof. The Tenant shall furnish to the Landlord, on written request, certificates of all such policies. The Tenant agrees that if it fails to take out or to keep in force such insurance or if it fails to provide a certificate of every policy and evidence of continuation of coverage as herein provided, the Landlord shall have the right to take out such insurance and pay the premium therefor and, in such event, the Tenant shall pay to the Landlord the amount paid as premium plus fifteen percent (15%), which payment shall be deemed to be Additional Rent payable on the first day of the next month following payment by the Landlord.

## **9.2 Landlord's Insurance**

The Landlord shall provide and maintain insurance on the Premises against loss, damage or destruction caused by fire and extended perils under a standard extended form of fire insurance policy in such amounts and on such terms and conditions as would be carried by a prudent owner of a similar building, having regard to the size, age and location of the Premises. The amount of insurance to be obtained shall be determined at the sole discretion of the Landlord. The Landlord may maintain such other insurance in respect of the Premises and its operation and management as the Landlord determines, acting reasonably. The Tenant shall not be an insured under the policies with respect to the Landlord's insurance, nor shall it be deemed to have any insurable interest in the property covered by such policies, or any other right or interest in such policies or their proceeds.

### **9.3 Increase of Landlord Premiums**

If the occupancy of the Premises, the conduct of business in the Premises, or any acts or omissions of the Tenant in the Premises or any part thereof, causes or results in any increase in premiums for the insurance carried from time to time by the Landlord with respect to the Premises, the Tenant shall pay any such increase in premiums as Additional Rent forthwith after invoices for such additional premiums are rendered by the Landlord. In determining whether increased premiums are caused by or result from the use and occupancy of the Premises, a schedule issued by the organization computing the insurance rate on the Premises showing the various components of such rate shall be conclusive evidence of the several items and charges which make up such rate. The Tenant shall comply promptly with all requirements and recommendations of the Insurer's Advisory Organization of Canada (or any successor thereof), or of any insurer now or hereafter in effect, pertaining to or affecting the Premises.

### **9.4 Tenant Indemnity**

The Tenant shall indemnify the Landlord and save it harmless from any and all losses or claims, actions, demands, liabilities and expenses in connection with loss of life, personal injury and/or damage to or loss of property: (a) arising out of any occurrence in or about the Premises; (b) occasioned or caused wholly or in part by any act or omission of the Tenant or anyone for whom it is in law responsible; or (c) arising from any breach by the Tenant of any provision of this Lease.

### **9.5 Mutual Release**

(1) Each of the Landlord and the Tenant releases the other and waives all claims against the other and those for whom the other is in law responsible with respect to occurrences insured against or required to be insured against by the releasing party, whether any such claims arise as a result of the negligence or otherwise of the other or those for whom it is in law responsible, subject to the following:

- (a) such release and waiver shall be effective only to the extent of proceeds of insurance received by the releasing party or proceeds which would have been received if the releasing party had obtained all insurance required to be obtained by it under this Lease (whichever is greater) and, for this purpose, deductible amounts under the Tenant's insurance (but not the Landlord's) shall be deemed to be proceeds of insurance received; and

- (b) to the extent that both parties have insurance or are required to have insurance for any occurrence, the Tenant's insurance shall be primary.
- (2) Notwithstanding the foregoing or anything else herein contained, in no event, whether or not the result of the wilful act or the negligence of the Landlord, its agents, officers, employees or others for whom it is legally responsible, and irrespective of any insurance that may or may not be carried or required to be carried, shall the Landlord be liable for:
- (a) damage to property of the Tenant or others located on the Premises;
  - (b) any injury or damage to persons or property resulting from fire, explosion, steam, water, rain, snow or gas which may leak into or issue or flow from any part of the Premises or from the water, steam or drainage pipes or plumbing works of the Premises or from any other place or quarter;
  - (c) any damage caused by or attributable to the condition or arrangement of any electrical or other wiring; or
  - (d) any indirect or consequential damages suffered by the Tenant.

## **Article 10 — Assignment and Subletting**

### **10.1 Assignment, Subletting**

The Tenant shall not effect any Transfer without the prior written consent of the Landlord.. No consent to any Transfer shall relieve the Tenant from its obligation to pay Rent and to perform all of the covenants, terms and conditions herein contained. In the event of a Transfer, the Landlord may collect Rent or sums on account of Rent from the Transferee and apply the net amount collected to the Rent payable hereunder, but no such Transfer or collection, or acceptance of the Transferee as tenant, shall be deemed to be a waiver of this covenant.

### **10.2 Landlord's Consent**

If the Tenant desires to effect a Transfer, then and so often as such event shall occur, the Tenant shall make its request to the Landlord in writing. The Tenant's request shall contain the information required by Section 10.3 of this Lease. The Landlord shall, within fourteen (14) days after receipt of such request, notify the Tenant in writing either that: (a) the Landlord consents or does not consent, as the case may be; or (b) the Landlord elects to cancel and terminate this Lease if the request is to assign the Lease or to sublet or otherwise transfer all of the Premises or, if the request is to sublet or otherwise transfer a portion of the Premises only, to cancel and terminate this Lease with respect to such portion. If the Landlord elects to cancel this Lease as aforesaid and so advises the Tenant in writing, the Tenant shall then notify the Landlord in writing within fifteen (15) days thereafter of the Tenant's intention either to refrain from such Transfer or to accept the cancellation of the Lease (in whole or in part, as the case may be). Failure of the Tenant to deliver notice to the Landlord within such fifteen (15) day period advising of the Tenant's desire to refrain from such Transfer shall be deemed to be an acceptance by the Tenant of the Landlord's cancellation of this Lease (in whole or in part, as the case may be). Any

cancellation of this Lease pursuant to this Section 10.2 shall be effective on the later of the date originally proposed by the Tenant as being the effective date of the Transfer and the last day of the month sixty (60) days following the date of the Landlord's notice to cancel this Lease.

### **10.3 Requests for Consent**

Requests by the Tenant for the Landlord's consent to a Transfer shall be in writing and shall be accompanied by the name, address, telephone numbers, business experience, credit and financial information and banking references of the Transferee, and shall include a true copy of the document evidencing the proposed Transfer, and any agreement relating thereto. The Tenant shall also provide such additional information pertaining to the Transferee as the Landlord may reasonably require. The Landlord's consent shall be conditional on the following:

- (a) the Tenant remaining fully liable to pay Rent and to perform all of the covenants, terms and conditions herein contained;
- (b) the Landlord being satisfied, acting reasonably, with the financial ability and good credit rating and standing of the Transferee and the ability of the Transferee to carry on the permitted use;
- (c) the Tenant having regularly and duly paid Rent and performed all the covenants contained in this Lease;
- (d) the Transferee having entered into an agreement with the Landlord agreeing to be bound by all of the terms, covenants and conditions of this Lease;
- (e) the Tenant paying to the Landlord, prior to receiving such consent, an administrative fee and all reasonable legal fees and disbursements incurred by the Landlord in connection with the Transfer; and
- (f) the Tenant paying to the Landlord, as Additional Rent, all excess rent and other profit earned by the Tenant in respect of the Transfer.

### **10.4 Change of Control**

Any transfer or issue by sale, assignment, bequest, inheritance, operation of law, or other disposition, or by subscription, of any part or all of the corporate shares of the Tenant or any other corporation, which would result in any change in the effective direct or indirect control of the Tenant, shall be deemed to be a Transfer, and the provisions of this Article 10 shall apply *mutatis mutandis*. The Tenant shall make available to the Landlord or its lawful representatives such books and records for inspection, at all reasonable times, in order to ascertain whether there has, in effect, been a change in control. This provision shall not apply if the Tenant is a public company or is controlled by a public company listed on a recognized stock exchange and such change occurs as a result of trading in the shares of a corporation listed on such exchange.

### **10.5 No Advertising**

The Tenant shall not advertise that the whole or any part of the Premises is available for assignment or sublease, and shall not permit any broker or other person to do so unless the text

and format of such advertisement is approved in writing by the Landlord. No such advertisement shall contain any reference to the rental rate of the Premises.

### **10.6 Assignment by Landlord**

In the event of the sale or lease by the Landlord of its interest in the Premises or any part or parts thereof, and in conjunction therewith the assignment by the Landlord of this Lease or any interest of the Landlord herein, the Landlord shall be relieved of any liability under this Lease in respect of matters arising from and after such assignment.

### **10.7 Status Certificate**

The Tenant shall, on ten (10) days' notice from the Landlord, execute and deliver to the Landlord a statement as prepared by the Landlord in writing certifying the following:

- (a) that this Lease is unmodified and in full force and effect, or, if modified, stating the modifications and that the same is in full force and effect as modified;
- (b) the amount of the Basic Rent then being paid;
- (c) the dates to which Basic Rent, by instalments or otherwise, and Additional Rent and other charges hereunder have been paid; and
- (d) whether or not there is any existing default on the part of the Landlord of which the Tenant has notice.

### **10.8 Subordination and Non-Disturbance**

This Lease and all of the rights of the Tenant hereunder are, and shall at all times, be subject and subordinate to any and all Mortgages and any renewals or extensions thereof now or hereinafter in force against the Premises. Upon the request of the Landlord, the Tenant shall promptly subordinate this Lease and all its rights hereunder in such form or forms as the Landlord may require to any such Mortgage or Mortgages, and to all advances made or hereinafter to be made on the security thereof and will, if required, attorn to the holder thereof. No subordination by the Tenant shall have the effect of permitting a Mortgagee to disturb the occupation and possession by the Tenant of the Premises or of affecting the rights of the Tenant pursuant to the terms of this Lease, provided that the Tenant performs all of its covenants, agreements and conditions contained in this Lease and contemporaneously executes a document of attornment as required by the Mortgagee.

### **10.9 Early Termination**

The Landlord shall have the option to terminate this Lease effective on the date specified in the notice to the Tenant as described below (the "**Termination Date**"), provided it complies with the following:

- (a) the Landlord shall deliver to the Tenant a written notice of the exercise of this right at least 3 months prior to the Termination Date.

If the Landlord exercises this termination right, the Tenant shall deliver up vacant possession of the Premises on the Termination Date, all Rent shall be apportioned and paid to the Termination Date, and this Lease will be fully and completely ended as of the Termination Date.

## **Article 11 — Quiet Enjoyment**

### **11.1 Quiet Enjoyment**

The Tenant, on paying the Rent hereby reserved, and performing and observing the covenants and provisions herein required to be performed and observed on its part, shall peaceably enjoy the Premises for the Term.

## **Article 12 — Damage and Destruction**

### **12.1 Damage or Destruction to Premises**

If the Premises or any portion thereof are damaged or destroyed by fire or by other casualty, Rent shall abate in proportion to the area of that portion of the Premises which, in the opinion of the Landlord's architect or professional engineer, is thereby rendered unfit for the purposes of the Tenant until the Premises are repaired and rebuilt, and the Landlord shall repair and rebuild the Premises. The Landlord's obligation to repair and rebuild shall not include the obligation to repair and rebuild any chattel, fixture, leasehold improvement, installation, addition or partition in respect of which the Tenant is required to maintain insurance hereunder, or any other property of the Tenant. Rent shall recommence to be payable one (1) day after the Landlord notifies the Tenant that the Tenant may reoccupy the Premises for the purpose of undertaking its work.

### **12.2 Rights to Termination**

Notwithstanding Section 12.1:

- (a) if the Premises or any portion thereof are damaged or destroyed by any cause whatsoever and cannot, in the reasonable opinion of the Landlord, be rebuilt within one hundred and twenty (120) days of the damage or destruction, the Landlord may terminate this Lease by giving to the Tenant, within thirty (30) days after such damage or destruction, notice of termination, and thereupon Rent and other payments hereunder shall be apportioned and paid to the date of such damage or destruction, and the Tenant shall immediately deliver up vacant possession of the Premises to the Landlord; and
- (b) in the event of damage or destruction occurring by reason of any cause in respect of which proceeds of insurance are substantially insufficient to pay for the costs of rebuilding the Premises or are not payable to or received by the Landlord, or in the event that any Mortgagee or other person entitled thereto shall not consent to the payment to the Landlord of the proceeds of any insurance policy for such purpose or, in the event that the Landlord is not able to obtain all necessary governmental approvals and permits to rebuild the Premises, the Landlord may elect, within thirty (30) days of such damage or

destruction, on written notice to the Tenant, to terminate this Lease, and the Tenant shall immediately deliver up vacant possession of the Premises to the Landlord.

### **12.3 Certificate Conclusive**

Any decisions regarding the extent to which the Premises has become unfit for use shall be made by an architect or professional engineer appointed by the Landlord, whose decision shall be final and binding on the parties.

### **12.4 Landlord's Work**

In performing any reconstruction or repair, the Landlord may effect changes to the Premises and its equipment and systems. The Landlord shall have no obligation to grant to the Tenant any Tenant's allowances to which it may have been entitled at the beginning of the Term, and shall have no obligation to repair any damage to Leasehold Improvements or the Tenant's fixtures.

### **12.5 Expropriation**

- (1) If at any time during the Term any public body or paramount authority shall take or expropriate the whole or a portion of the Premises, then the following provisions shall apply:
  - (a) if such expropriation or compulsory taking does not materially affect the Tenant's use or enjoyment of the Premises, then the whole of the compensation awarded or settled, whether fixed by agreement or otherwise, shall be paid or received by the Landlord, and the Tenant assigns, transfers and sets over unto the Landlord all of the right, title and interest of the Tenant therein and thereto, and this Lease shall thereafter continue in effect with respect to the remainder of the Premises, without abatement or adjustment of Rent; and
  - (b) if such expropriation or compulsory taking does materially affect the Tenant's use or enjoyment of the Premises, then, at the Landlord's option: (i) this Lease shall be deemed to terminate and the Term shall terminate on the date on which the expropriating or taking authority requires possession of the lands so expropriated or taken; or (ii) the Premises shall be adjusted to exclude the area so taken, the Landlord shall complete any work required to the Premises as a result of such taking (excluding any work relating to any chattel, fixture, leasehold improvement, installation, addition or partition in respect of which the Tenant is required to maintain insurance hereunder, or any other property of the Tenant) and the Rent shall be adjusted if the Rentable Area of the Premises changes as a result of such taking. In either event the Landlord shall be entitled to receive the entire compensation awarded or settlement, whether fixed by agreement or otherwise, save and except for the portion thereof that is specifically awarded or allocated in respect of the leasehold improvements or other interests of the Tenant.
- (2) The Landlord and the Tenant will cooperate with each other regarding any expropriation of the Premises or any part thereof so that each receives the maximum award to which it is entitled at law.

## Article 13 — Default

### 13.1 Default and Right to Re-enter

Any of the following constitutes an Event of Default under this Lease:

- (a) any Rent due is not paid within five (5) days after notice in writing from the Landlord to the Tenant;
- (b) the Tenant has breached any of its obligations in this Lease and, if such breach is capable of being remedied and is not otherwise listed in this Section 13.1, after notice in writing from the Landlord to the Tenant:
  - (i) the Tenant fails to remedy such breach within ten (10) days (or such shorter period as may be provided in this Lease); or
  - (ii) if such breach cannot reasonably be remedied within ten (10) days (or such shorter period), the Tenant fails to commence to remedy such breach within ten (10) days of such breach, or thereafter fails to proceed diligently to remedy such breach;
- (c) the Tenant or any Indemnifier becomes bankrupt or insolvent or takes the benefit of any statute for bankrupt or insolvent debtors or makes any proposal, an assignment or arrangement with its creditors, or any steps are taken or proceedings commenced by any person for the dissolution, winding-up or other termination of the Tenant's existence or the liquidation of its assets;
- (d) a trustee, receiver, receiver/manager or a person acting in a similar capacity is appointed with respect to the business or assets of the Tenant or any Indemnifier;
- (e) the Tenant or any Indemnifier makes a sale in bulk of all or a substantial portion of its assets, other than in conjunction with an assignment or sublease approved by the Landlord;
- (f) this Lease or any of the Tenant's assets are taken under a writ of execution and such writ is not stayed or vacated within fifteen (15) days after the date of such taking;
- (g) the Tenant makes an assignment or sublease, other than in compliance with the provisions of this Lease;
- (h) the Tenant abandons or attempts to abandon the Premises, or the Premises become vacant or substantially unoccupied for a period of ten (10) consecutive days or more without the consent of the Landlord;
- (i) the Tenant moves or commences, attempts or threatens to move its trade fixtures, chattels and equipment out of the Premises; or
- (j) any insurance policy covering any part of the Premises is, or is threatened to be, cancelled or adversely changed (including a substantial premium increase) as a result of any action or omission by the Tenant or any person for whom it is legally responsible.

### 13.2 Default and Remedies

If and whenever an Event of Default occurs, then, without prejudice to any other rights which it has pursuant to this Lease or at law, the Landlord shall have the following rights and remedies, which are cumulative and not alternative:

- (a) to terminate this Lease by notice to the Tenant or to re-enter the Premises and repossess them and, in either case, enjoy them as of its former estate, and to remove all persons and property from the Premises and store such property at the expense and risk of the Tenant or sell or dispose of such property in such manner as the Landlord sees fit without notice to the Tenant. If the Landlord enters the Premises without notice to the Tenant as to whether it is terminating this Lease under this Section 13.2(a) or proceeding under Section 13.2(b) or any other provision of this Lease, the Landlord shall be deemed to be proceeding under Section 13.2(b), and the Lease shall not be terminated, nor shall there be any surrender by operation of law, but the Lease shall remain in full force and effect until the Landlord notifies the Tenant that it has elected to terminate this Lease. No entry by the Landlord during the Term shall have the effect of terminating this Lease without notice to that effect to the Tenant;
- (b) to enter the Premises as agent of the Tenant to do any or all of the following:
  - (i) relet the Premises for whatever length and on such terms as the Landlord, in its discretion, may determine, and to receive the rent therefor;
  - (ii) take possession of any property of the Tenant on the Premises, store such property at the expense and risk of the Tenant, or sell or otherwise dispose of such property in such manner as the Landlord sees fit without notice to the Tenant;
  - (iii) make alterations to the Premises to facilitate their reletting; and
  - (iv) apply the proceeds of any such sale or reletting first, to the payment of any expenses incurred by the Landlord with respect to any such reletting or sale, second, to the payment of any indebtedness of the Tenant to the Landlord other than Rent, and third, to the payment of Rent in arrears, with the residue to be held by the Landlord and applied to payment of future Rent as it becomes due and payable, provided that the Tenant shall remain liable for any deficiency to the Landlord;
- (c) to remedy or attempt to remedy any default of the Tenant under this Lease for the account of the Tenant and to enter on the Premises for such purposes. No notice of the Landlord's intention to remedy or attempt to remedy such default need be given to the Tenant unless expressly required by this Lease, and the Landlord shall not be liable to the Tenant for any loss, injury or damages caused by acts of the Landlord in remedying or attempting to remedy such default. The Tenant shall pay to the Landlord all expenses incurred by the Landlord in connection therewith;

- (d) to recover from the Tenant all damages, costs and expenses incurred by the Landlord as a result of any default by the Tenant including, if the Landlord terminates this Lease, any deficiency between those amounts which would have been payable by the Tenant for the portion of the Term following such termination and the net amounts actually received by the Landlord during such period of time with respect to the Premises; and
- (e) to recover from the Tenant the full amount of the current month's Rent together with the next three (3) months' instalments of Rent, all of which shall immediately become due and payable as accelerated rent.

### **13.3 Distress**

Notwithstanding any provision of this Lease or any provision of any applicable legislation, none of the goods and chattels of the Tenant on the Premises at any time during the Term shall be exempt from levy by distress for Rent in arrears, and the Tenant waives any such exemption. If the Landlord makes any claim against the goods and chattels of the Tenant by way of distress, this provision may be pleaded as an estoppel against the Tenant in any action brought to test the right of the Landlord to levy such distress.

### **13.4 Costs**

The Tenant shall pay to the Landlord all damages, costs and expenses (including, without limitation, all legal fees on a solicitor and client basis) incurred by the Landlord in enforcing the terms of this Lease, or with respect to any matter or thing which is the obligation of the Tenant under this Lease, or in respect of which the Tenant has agreed to insure or to indemnify the Landlord.

### **13.5 Remedies Cumulative**

Notwithstanding any other provision of this Lease, the Landlord may from time to time resort to any or all of the rights and remedies available to it in the event of any default hereunder by the Tenant, either by any provision of this Lease, by statute, or common law, all of which rights and remedies are intended to be cumulative and not alternative. The express provisions contained in this Lease as to certain rights and remedies are not to be interpreted as excluding any other or additional rights and remedies available to the Landlord by statute or common law.

## **Article 14 — General**

### **14.1 Entry**

- (1) Provided that the Tenant has not exercised any option to extend this Lease as provided herein, the Landlord shall be entitled, at any time during the last one (1) month of the Term:
  - (a) without notice to or consent by the Tenant, to place on the exterior of the Premises the Landlord's usual notice(s) that the Premises are for rent; and
  - (b) on reasonable prior notice, to enter on the Premises during normal business hours for the purpose of exhibiting same to prospective tenants.

(2) The Landlord may enter the Premises at any time during the Term, on reasonable notice, for the purpose of exhibiting the Premises to prospective Mortgagees and/or purchasers, or for the purpose of inspecting the Premises. The Landlord shall have the right to place on the Premises a “for sale” sign of reasonable dimensions.

#### **14.2 Force Majeure**

Notwithstanding any other provision contained herein, in the event that either the Landlord or the Tenant should be delayed, hindered or prevented from the performance of any act required hereunder by reason of any unavoidable delay, including strikes, lockouts, unavailability of materials, inclement weather, acts of God or any other cause beyond its reasonable care and control, but not including insolvency or lack of funds, then performance of such act shall be postponed for a period of time equivalent to the time lost by reason of such delay. The provisions of this Section 14.2 shall not under any circumstances operate to excuse the Tenant from prompt payment of Rent and/or any other charges payable under this Lease.

#### **14.3 Effect of Waiver or Forbearance**

No waiver by any party of any breach by any other party of any of its covenants, agreements or obligations contained in this Lease shall be or be deemed to be a waiver of any subsequent breach thereof or the breach of any other covenants, agreements or obligations, nor shall any forbearance by any party to seek a remedy for any breach by any other party be a waiver by the party so forbearing of its rights and remedies with respect to such breach or any subsequent breach. The subsequent acceptance of Rent by the Landlord shall not be deemed a waiver of any preceding breach by the Tenant of any term, covenant or condition regardless of the Landlord's knowledge of such preceding breach at the time of the acceptance of such Rent. All Rent and other charges payable by the Tenant to the Landlord hereunder shall be paid without any deduction, set-off or abatement whatsoever, and the Tenant waives the benefit of any statutory or other right in respect of abatement or set-off in its favour at the time hereof or at any future time.

#### **14.4 Notices**

(1) Any notice, delivery, payment or tender of money or document(s) to the parties hereunder may be delivered personally or sent by prepaid registered or certified mail or prepaid courier to the address for such party as set out in Section 1.1(a), (b) or (c), as applicable, and any such notice, delivery or payment so delivered or sent shall be deemed to have been given or made and received on delivery of same or on the third business day following the mailing of same, as the case may be. Each party may, by notice in writing to the others from time to time, designate an alternative address in Canada to which notices given more than ten (10) days thereafter shall be addressed.

(2) Notwithstanding the foregoing, any notice, delivery, payment or tender of money or document(s) to be given or made to any party hereunder during any disruption in the service of Canada Post shall be deemed to have been received only if delivered personally or sent by prepaid courier.

#### **14.5 Registration**

Neither the Tenant nor anyone on the Tenant's behalf or claiming under the Tenant (including any Transferee) shall register this Lease or any Transfer against the Premises. The Tenant may register a notice or caveat of this Lease provided that: (a) a copy of the Lease is not attached; (b) no financial terms are disclosed; (c) the Landlord gives its prior written approval to the notice or caveat; and (d) the Tenant pays the Landlord's reasonable costs on account of the matter. Upon the expiration or earlier termination of the Term, the Tenant shall immediately discharge or otherwise vacate any such notice or caveat.

#### **14.6 Number, Gender, Effect of Headings**

Words importing the singular number only shall include the plural and *vice versa*, words importing the masculine gender shall include the feminine and neuter genders, and words importing persons shall include firms and corporations and *vice versa*. The division of this Lease into Articles and Sections and the insertion of headings are for convenience of reference only, and shall not affect the construction or interpretation of this Lease.

#### **14.7 Severability, Subdivision Control**

If any Article or Section or part or parts of an Article or Section in this Lease is or is held to be illegal or unenforceable, it or they shall be considered separate and severable from the Lease and the remaining provisions of this Lease shall remain in full force and effect and shall be binding on the Landlord and the Tenant as though such Article or Section or part or parts thereof had never been included in this Lease. It is an express condition of this Lease that the subdivision control provisions of the applicable provincial legislation be complied with, if necessary. If such compliance is necessary, the Tenant covenants and agrees to diligently proceed, at its own expense, to obtain the required consent, and the Landlord agrees to cooperate with the Tenant in bringing such application.

#### **14.8 Entire Agreement**

There are no covenants, representations, warranties, agreements or other conditions expressed or implied, collateral or otherwise, forming part of or in any way affecting or relating to this Lease, save as expressly set out or incorporated by reference herein, and this Lease constitutes the entire agreement duly executed by the parties, and no amendment, variation or change to this Lease shall be binding unless the same shall be in writing and signed by the parties.

#### **14.9 Successors and Assigns**

The rights and liabilities of the parties shall enure to the benefit of their respective heirs, executors, administrators, successors and assigns, subject to any requirement for consent by the Landlord hereunder.

#### **14.10 Confidentiality**

The contents, terms and conditions of this Lease shall be kept strictly confidential by the Tenant. The Tenant shall not, under any circumstances, discuss or reveal the details of this Lease with any arm's-length parties including, but not limited to, any prospective tenants, real estate agents

or others, except the Tenant's legal and financial advisors, any *bona fide* Transferee, and except as may be required by law.

IN WITNESS WHEREOF the parties have duly executed this Lease.

LANDLORD

**The Corporation of the County of Dufferin**

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

Name: Pam Hillock

Title: Clerk

I/We have the authority  
to bind the Corporation

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

Name: Laura Ryan

Title: Warden

TENANT

**Wellington-Dufferin-Guelph Public Health Unit**

I/We have the authority  
to bind the Organization

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

Name: Carole Desmeules

Title: Director of Finance and Corporate Services.