

COUNCIL AGENDA**Thursday, October 14, 2021 at 2:00 p.m.**

By video conference – The meeting will be live streamed on YouTube at the following link:
<https://www.youtube.com/channel/UCCx9vXkywflJr0LUVkKnYWQ>

1. ROLL CALL

Verbal roll call by the Clerk.

2. APPROVAL OF THE AGENDA

THAT the Agenda and any Addendum distributed for the October 14, 2021 meeting of Council, be approved.

3. DECLARATION OF INTEREST BY MEMBERS

Members of Council are required to state any pecuniary interest in accordance with the Municipal Conflict of Interest Act.

4. APPROVAL OF MINUTES OF THE PREVIOUS MEETING

THAT the minutes of the regular meeting of Council of September 9, 2021 and the special meeting of Council of October 7, 2021 be adopted.

5. PROCLAMATIONS, DELEGATIONS AND PRESENTATIONS**5.1. Proclamation: International Day of Eradication of Poverty – October 17, 2021****5.2. Proclamation: Small Business Week – October 17 – 23, 2021**

Diana Morris, Executive Director, Dufferin Board of Trade, will be in attendance to accept the proclamation.

5.3 Presentation: Headwaters Health Care Centre

Kim Delahunt, President & Chief Executive Officer, and Danielle Gibb, Interim Executive Director, Headwaters Health Care Foundation, to provide Council with an update on Headwaters Health Care Centre's activities and needs within the Hospital Foundation's priority campaigns.

5.4 Presentation: WSP – Municipal Comprehensive Review (MCR)

Greg Bender, Manager, Municipal Planning, WSP, to present Council with an update on the Municipal Comprehensive Review.

5.5 Delegation: Bousfields Inc. (Flato Developments)

Katarzyna Sliwa, Dentons, Emma West, Bousfields Inc., Mojgan Rasouli, Bousfields Inc., and Shakir Rehamatullah, Flato Developments, to delegate to Council regarding the Phase 1 Official Plan Amendment, Zoning By-law Amendment and Draft Plan of Subdivision application on the land owned by Flato Development Inc. in the Town of Shelburne.

5.6 Delegation: Bousfields Inc. (DiPoce Management Ltd.)

David Milano, Bousfields Inc., Emma West, Bousfields Inc., and Armando Lopes, DiPoce Management Ltd., to delegate to Council regarding the Municipal Comprehensive Review and the lands west of Maple Court, north of the Trans Canada rail trail in the Town of Shelburne.

6. PUBLIC QUESTION PERIOD

Questions can be submitted to info@dufferincounty.ca or 519-941-2816 x2500 prior to 4:30 p.m. on October 13, 2021.

7. PRESENTATION AND CONSIDERATIONS OF REPORTS

7.1 Diversity, Equity and Inclusion Community Advisory Committee Minutes – September 8, 2021

Minutes from the Diversity, Equity and Inclusion Community Advisory Committee meeting of September 8, 2021.

THAT the minutes of the Diversity, Equity and Inclusion Community Advisory Committee meeting of September 8, 2021, be adopted.
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7.2 Manager of Corporate Finance, Treasurer's Report – Small Business Property Subclass

A report from the Manager of Corporate Finance, Treasurer, dated October 14, 2021, to provide Council with background information regarding the Optional Small Business Subclass and determine next steps.

THAT the report of the Manager of Corporate Finance, Treasurer, "Small Business Property Subclass" dated October 14, 2021, be received.

7.3 Chief Administrative Officer's Report – Monthly Update from Outside Boards

A report from the Chief Administrative Officer, dated October 14, 2021, to provide Council with an update of activities from outside boards and agencies.

THAT the report of the Chief Administrative Officer, dated October 14, 2021 with respect to Reports from Outside Boards be received.

7.4 Chief Administrative Officer's Report – Vaccination Policies: Non-Union Employees and Council

A report from the Chief Administrative Officer, dated October 14, 2021, to provide a vaccine policy for Council adoption based on the direction provided to staff at the special meeting of Council on October 7, 2021.

For the consideration of Council

8. CORRESPONDENCE

9. NOTICE OF MOTIONS

10. MOTIONS

10.1. Moved by Councillor _____, seconded by Councillor _____

THAT Arvandi Nalisa Komal, Meg Haggett, and Mike Marcinkiewicz be appointed to the Diversity, Equity and Inclusion Community Advisory Committee.

11. BY-LAWS

2021-34 A by-law to amend by-law 2015-41, Fees and Charges for services and activities provided by the County of Dufferin. (Schedule "C" – Public Works)

Authorization: Infrastructure and Environmentals Services – August 26, 2021

2021-35 A by-law to ratify the actions of the Warden and the Clerk for executing an agreement between the Corporation of the County of Dufferin and Lifelabs (Lease Agreement – Mel Lloyd Centre)

Authorization: Council – October 14, 2021

THAT By-laws 2021-34 and 2021-35, inclusive, be read a first, second and third time and enacted.

12. OTHER BUSINESS

13. CLOSED SESSION

13.1. Closed Session Minutes – Vaccine Policy: Legal and Labour Relations Risk Assessment (Municipal Act Section 239 (2)(d) – Labour relations or employee negotiations and Municipal Act Section 239 (2)(f) – advice that is subject to solicitor-client privilege)

Closed Session minutes from the special meeting of Council on October 7, 2021

14. CONFIRMATORY BY-LAW

2021-xx A by-law to confirm the proceedings of the Council of the Corporation of the County of Dufferin at its meeting held on October 14, 2021.

THAT by-law 2021-xx be read a first, second and third time and enacted.

15. ADJOURNMENT

THAT the meeting adjourn.



DUFFERIN COUNTY COUNCIL MINUTES

Thursday, September 9, 2021 at 2:00 p.m.

Video Conference

Council Members Present:

Warden Darren White (Melancthon)
Councillor Steve Anderson (Shelburne) (joined at 2:09 p.m.)
Councillor Sandy Brown (Orangeville)
Councillor John Creelman (Mono)
Councillor Bob Currie (Amaranth)
Councillor Guy Gardhouse (East Garafraxa)
Councillor Chris Gerrits (Amaranth)
Councillor Janet Horner (Mulmur)
Councillor Andy Macintosh (Orangeville)
Councillor Wade Mills (Shelburne) (joined at 2:21 p.m.)
Councillor Fred Nix (Mono)
Councillor Philip Rentsch (Grand Valley)
Councillor Steve Soloman (Grand Valley)

Council Members Absent:

Councillor Earl Hawkins (Mulmur)(prior notice)

Staff Present:

Sonya Pritchard, Chief Administrative Officer
Michelle Dunne, Clerk
Rebecca Whelan, Deputy Clerk
Scott Burns, Director of Public Works/County Engineer
Cheri French, Director of Human Resources
Anna McGregor, Director of Community Services
Aimee Raves, Manager of Corporate Finance/Treasurer
Tom Reid, Chief, Paramedic Services
Brenda Wagner, Administrator of Dufferin Oaks

Warden White called the meeting to order at 2:02 p.m.

Warden White announced that the meeting is being live streamed and publicly broadcast. The recording of this meeting will also be available on our website in the future.

Upcoming committee meetings will be held by video conference on Thursday, September 23, 2021 at the following times:

Infrastructure & Environmental Services Committee – 9:00 a.m.

General Government Services Committee – 11:00 a.m.

Health & Human Services Committee – 1:00 p.m.

Community Development & Tourism Committee – 3:00 p.m.

1. **LAND ACKNOWLEDGEMENT STATEMENT**

Warden White shared the Land Acknowledgement Statement.

2. **OATH OF OFFICE – Councillor Nix**

Warden White congratulated Councillor Creelman on his recent appointment as the Mayor of the Town of Mono and welcomed Councillor Fred Nix who has been appointed the Deputy Mayor. The County Clerk administered the Oath of Office for Councillor Nix.

3. **ROLL CALL**

The Clerk verbally took a roll call of the Councillors in attendance.

Warden White addressed the resignation of Councillor Laura Ryan and the positive impact she had on the community. She will be greatly missed by Dufferin County and the Town of Mono.

4. **APPROVAL OF THE AGENDA**

Moved by Councillor Horner, seconded by Councillor Creelman

THAT the Agenda and any Addendum distributed for the September 9, 2021 meeting of Council, be approved.

-Carried-

5. **DECLARATION OF INTEREST BY MEMBERS**

Members of Council are required to state any pecuniary interest in accordance with the Municipal Conflict of Interest Act.

6. **APPROVAL OF MINUTES OF THE PREVIOUS MEETING**

Moved by Councillor Gerrits, seconded by Councillor Gardhouse

THAT the minutes of the regular meeting of Council of July 8, 2021, be adopted.

-Carried-

PROCLAMATIONS, DELEGATIONS AND PRESENTATIONS

7. **Presentation: Integrity Commissioner**

Charles Harnick, Integrity Commissioner, introduced himself to Council and provided a brief summary of the services he provides. These services are: providing advice to members of Council in a confidential manner, providing educational services to Council if requested, and resolving issues and complaints regarding the Code of Conduct, the Municipal Conflict of Interest Act and procedures set out in the County's procedural by-law.

Councillor Anderson joined at 2:09 p.m.

8. **Proclamation: Fetal Alcohol Spectrum Disorder Awareness Day – September 9, 2021**

Warden White proclaimed September 9, 2021 to be Fetal Alcohol Spectrum Disorder Awareness Day in the County of Dufferin. Tara Leskey, Andrea Wyshniowsky and Jennifer Moore from Dufferin Child and Family Services were in attendance to accept the proclamation and thanked the County for recognizing this day.

Councillor Mills joined at 2:21 p.m.

9. **PUBLIC QUESTION PERIOD**

There were no questions received from the Public.

PRESENTATION AND CONSIDERATIONS OF REPORTS

10. **Diversity, Equity and Inclusion Community Advisory Committee Minutes – July 14, 2021**

Minutes from the Diversity, Equity and Inclusion Community Advisory Committee meeting of July 14, 2021.

Moved by Councillor Macintosh, seconded by Councillor Soloman

THAT the minutes of the Diversity, Equity and Inclusion Community Advisory Committee meeting of July 14, 2021, be adopted.

-Carried-

11. **Infrastructure & Environmental Services Minutes – August 26, 2021**

Moved by Councillor Horner, seconded by Councillor Mills

THAT the minutes of the Infrastructure & Environmental Services meeting held on August 26, 2021, and the recommendations set out be adopted.

-Carried-

12. **INFRASTRUCTURE & ENVIRONMENTAL SERVICES – August 26, 2021 – ITEM #2**
Partners for Climate Protection – Milestone Recognition

THAT Report, Partners for Climate Protection - Milestone Recognition, dated August 26, 2021, from the Director of Public Works/County Engineer be received.

13. **INFRASTRUCTURE & ENVIRONMENTAL SERVICES – August 26, 2021 – ITEM #3**
Electric Vehicle Awareness Initiative

THAT Report, Electric Vehicle Awareness Initiative, dated Thursday, August 26 2021 from the Director of Public Works/County Engineer be received;

AND THAT, the Dufferin County contribution of \$32,678 be approved and incorporated into the 2022 budget.

14. **INFRASTRUCTURE & ENVIRONMENTAL SERVICES – August 26, 2021 – ITEM #4**
Public Electric Vehicle Charging Network – Project Update

THAT Report, Public Electric Vehicle Charging Network – Project Update, dated August 26, 2021 from the Director of Public Works/County Engineer be received.

15. INFRASTRUCTURE & ENVIRONMENTAL SERVICES – August 26, 2021 – ITEM #5 Electric Vehicle Charging Station Policy and User Fees

THAT Report, Electric Vehicle Charging Policy, dated August 26, 2021 from the Director of Public Works/County Engineer be received;

AND THAT the Electric Vehicle Charging Station Policy be adopted;

AND THAT the user fee bylaw be amended to include for the use of County-owned electric vehicle charging stations.

16. INFRASTRUCTURE & ENVIRONMENTAL SERVICES – August 26, 2021 – ITEM #6 Financial Statement

THAT the Financial Report for the month of June 2021 from the Manager of Finance/ Treasurer, dated August 26, 2021 be received.

17. **General Government Services Minutes – August 26, 2021**

Moved by Councillor Mills, seconded by Councillor Gardhouse

THAT the minutes of the General Government Services meeting held on August 26, 2021, and the recommendations set out be adopted.

-Carried-

18. GENERAL GOVERNMENT SERVICES – August 26, 2021 – ITEM #1 Next Generation 9-1-1 Revised Implementation Schedule

THAT the report of the Emergency Management Coordinator dated August 26, 2021, regarding Next Generation 9-1-1 be received.

19. GENERAL GOVERNMENT SERVICES – August 26, 2021 – ITEM #2 Municipal Emergency Readiness Fund – Grant Request

THAT, the report of the Emergency Management Coordinator dated August 26, 2021, regarding a Municipal Emergency Readiness Fund – Grant Request for the Township of Mulmur be received;

AND THAT, the request from the Township of Mulmur for a Municipal Emergency Readiness Grant in the amount of \$4,272.15 be approved.

20. GENERAL GOVERNMENT SERVICES – August 26, 2021 – ITEM #3
Hybrid Council Meeting Space

THAT the Report from the Clerk and Manager, Information Technology & GIS dated August 26, 2021 titled Hybrid (virtual/in-person) Council Meeting Space be received;

AND THAT staff report back on the cost of transitioning a space within 55 Zina Street, Orangeville into a council chambers/multi-use space.

21. GENERAL GOVERNMENT SERVICES – August 26, 2021 – ITEM #4
Budget Update

THAT the report of the Manager of Corporate Finance, Treasurer, dated August 26, 2021, 2022 Budget be received.

22. GENERAL GOVERNMENT SERVICES – August 26, 2021 – ITEM #5
Financial Statement

THAT the Financial Report for the month of June 2021 from the Manager of Finance/ Treasurer, dated August 26, 2021 be received.

23. **Health and Human Services Minutes – August 26, 2021**

Moved by Councillor Macintosh, seconded by Councillor Gardhouse

THAT the minutes of the Health and Human Services meeting held on August 26, 2021, and the recommendations set out be adopted.

-Carried-

24. HEALTH & HUMAN SERVICES – August 26, 2021 – ITEM #1
Dufferin Oaks Update

THAT the report of the Administrator dated August 26, 2021 with regards to the Dufferin Oaks Update be received.

25. HEALTH & HUMAN SERVICES – August 26, 2021 – ITEM #2
Quarterly Community Services Activity Report Q2 2021

THAT the report of the Director, Community Services, titled Quarterly Community Services Activity Report – Second Quarter, 2021, dated August 26, 2021 be received.

26. HEALTH & HUMAN SERVICES – August 26, 2021 – ITEM #3
Employment Services Transformation Update

THAT the report of the Director, Community Services dated August 26, 2021, titled Employment Services Transformation Update be received.

27. HEALTH & HUMAN SERVICES – August 26, 2021 – ITEM #4
Dufferin County Equity Collaborative 2020 Report to Community

THAT the report of the Director, Community Services, titled Dufferin County Equity Collaborative (DCEC) 2020 Report to the Community, dated August 26, 2021 be received.

28. HEALTH & HUMAN SERVICES – August 26, 2021 – ITEM #5
Dufferin County 2021 Point-in-Time Count Results

THAT the report of the Director, Community Services, titled Dufferin County 2021 Point-in-Time Count Results, dated August 26, 2021 be received.

29. HEALTH & HUMAN SERVICES – August 26, 2021 – ITEM #6
Annual Rent Increase Guideline

THAT the report of the Director, Community Services dated August 26 2021, titled Annual Rent Increase Guideline 2022 be received;

AND THAT the 2022 Market Rents of County of Dufferin owned housing units be increased by the maximum level of 1.2% over the previous year.

30. HEALTH & HUMAN SERVICES – August 26, 2021 – ITEM #7
Financial Statement

THAT the Financial Report for the month of June 2021 from the Manager of Finance/ Treasurer, dated August 26, 2021 be received.

31. **Community Development and Tourism Minutes – August 26, 2021**

Moved by Councillor Horner, seconded by Councillor Creelman

THAT the minutes of the Community Development and Tourism meeting held on August 26, 2021, and the recommendations set out be adopted.

-Carried-

32. COMMUNITY DEVELOPMENT & TOURISM – August 26, 2021 – ITEM #1
Dufferin Federation of Agriculture (DFA)

THAT all Planning applications initiated at the County level be circulated to the Dufferin Federation of Agriculture for review and input.

33. COMMUNITY DEVELOPMENT & TOURISM – August 26, 2021 – ITEM #2
Update on Local Employment Rates

THAT the report of the Manager of Economic Development, dated August 26, 2021, with respect to the Development and Tourism Department be received.

34. COMMUNITY DEVELOPMENT & TOURISM – August 26, 2021 – ITEM #3
University of Guelph Rural Response to Covid-19 Resident Survey

THAT the report of the Manager of Economic Development, dated August 26, 2021, with respect to the Development and Tourism Department be received.

35. COMMUNITY DEVELOPMENT & TOURISM – August 26, 2021 – ITEM #4
Financial Statement

THAT the Financial Report for the month of June 2021 from the Manager of Finance/ Treasurer, dated August 26, 2021 be received.

36. **Manager of Finance, Treasurer's Report – Mid Year Financial Review**

A report from the Manager of Corporate Finance, Treasurer, dated September 9, 2021, to provide Council with an update on mid year financial results up to July 31, 2021.

Moved by Councillor Creelman, seconded by Councillor Soloman

THAT the report of the Manager of Corporate Finance, Treasurer, dated September 9, 2021, regarding Mid Year Financial Review be received.

-Carried-

37. **Chief Administrative Officer's Report – Monthly Update from Outside Boards**

A report from the Chief Administrative Officer, dated September 9, 2021, to provide Council with an update of activities from outside boards and agencies.

Moved by Councillor Macintosh, seconded by Councillor Gardhouse

THAT the report of the Chief Administrative Officer, dated September 9, 2021 with respect to Reports from Outside Boards, be received.

-Carried-

38. **Chief Administrative Officer's Report – COVID Vaccination Policy**

A report from the Chief Administrative Officer, dated September 9, 2021, to provide Council with information on mandatory vaccination policies, how other municipalities in Ontario are proceeding and next steps for implementing a Dufferin County policy.

Moved by Councillor Horner, seconded by Councillor Soloman

THAT the report of the Chief Administrative Officer, dated September 9, 2021 titled Vaccination Policy be received;

AND THAT staff be directed to develop and implement a Vaccination Policy in consultation with Wellington Dufferin Guelph Public Health;

AND THAT following key policy issues be included:

- **Proof of Vaccination Status or proof of medical exemption or proof of exemption under the Ontario Human Rights Code will be required by November 1st;**
- **Staff not providing the proof identified above will be required to attend an education session on vaccine safety and effectiveness;**
- **Staff not vaccinated will be required to undergoing regular testing (rapid antigen tests) prior to being onsite;**

- **Non-compliance may result in disciplinary action;**
- **Accommodations on human rights grounds will be considered on an individual basis.**

-Carried-

CORRESPONDENCE

39. Upper Grand Watershed Committee

Correspondence from the Upper Grand Watershed Committee, dated August 18, 2021, to extend their appreciation and congratulate Dufferin County on providing the opportunity for rural properties to protect and improve their drinking water through the Rural Water Quality Program (RWOP).

Moved by Councillor Gardhouse, seconded by Councillor Soloman

THAT the correspondence from the Upper Grand Watershed Committee, dated August 18, 2021, be received.

-Carried-

40. Association of Municipalities of Ontario

Correspondence from the Association of Municipalities of Ontario, dated August 23, 2021, regarding members recognizing September 30th as National Day for Truth and Reconciliation (National Orange Shirt Day).

Moved by Councillor Nix, seconded by Councillor Creelman

WHEREAS the Truth and Reconciliation Commission released its final report on June 2, 2015, which included 94 Calls to Action to redress the legacy of residential schools and advance the process of Canadian reconciliation;

AND WHEREAS the recent discoveries of remains and unmarked graves across Canada have led to increased calls for all levels of government to address the recommendations in the TRC's Calls to Action;

AND WHEREAS all Canadians and all orders of government have a role to play in reconciliation;

AND WHEREAS Recommendation #80 of the Truth and Reconciliation Commission called upon the federal government, in collaboration with

Aboriginal peoples, to establish, as a statutory holiday, a National Day for Truth and Reconciliation to ensure that public commemoration of the history and legacy of residential schools remains a vital component of the reconciliation process;

AND WHEREAS the Federal Government has announced September 30th, 2021, as the first National Day for Truth and Reconciliation (National Orange Shirt Day) and a statutory holiday;

THEREFORE, BE IT RESOLVED THAT the Council of Dufferin County does hereby commit to recognizing September 30th, 2021, as the National Day for Truth and Reconciliation (National Orange Shirt Day) by sharing the stories of residential school survivors, their families, and communities.

-Carried-

41. NOTICE OF MOTIONS

MOTIONS

42. Moved by Councillor Gerrits, seconded by Councillor Horner

THAT Councillor Rentsch be appointed as Chair of the Health and Human Services Committee.

-Carried-

Councillor Gerrits left the meeting at 3:21 p.m.

43. BY-LAWS

2021-28 A by-law to amend by-law 2017-39, being a by-law to govern the lands known as the Dufferin County Forest (Amend Schedule A)
Authorization: Council – September 14, 2017

2021-29 A by-law to ratify the actions of the Warden and the Clerk for executing an agreement between the Corporation of the County of Dufferin (Dufferin Oaks Long Term Care Home) and the Ontario Nurses Association (ONA). (Collective Agreement)
Authorization: Council – September 9, 2021

2021-30 A by-law to appoint an acting Chief Building Official and to repeal by-law 2018-35 (Doug Kopp)

Authorization: Council – September 9, 2021

- 2021-31 A by-law to ratify the actions of the Warden and the Clerk for executing an agreement between the Corporation of the County of Dufferin (Museum of Dufferin) and Zone 6 Regional Tourism Organization (O/A Central Counties Tourism). (Funding Agreement)
Authorization: Council – September 9, 2021

Moved by Councillor Macintosh, seconded by Councillor Creelman

THAT By-laws 2021-28, thru to 2021-31, inclusive, be read a first, second and third time and enacted.

-Carried-

44. **OTHER BUSINESS**

Councillor Nix confirmed with the Clerk that he will be sitting on the Health and Human Services and Community Development and Tourism committees.

Warden White reflected on the upcoming 20th anniversary of 9/11 on Saturday and his recent attendance at the opening of Bravery Park in Orangeville.

45. **CLOSED SESSION**

46. **CONFIRMATORY BY-LAW**

- 2021-32 A by-law to confirm the proceedings of the Council of the Corporation of the County of Dufferin at its meeting held on September 9, 2021.

Moved by Councillor Nix, seconded by Councillor Macintosh

THAT By-Law 2021-32, be read a first, second and third time and enacted.

-Carried-

47. **ADJOURNMENT**

Moved by Councillor Currie, seconded by Councillor Soloman

THAT the meeting adjourn.

-Carried-

The meeting adjourned at 3:29 p.m.

Next meeting: Thursday, October 14, 2021 at 2:00 p.m.
Video Conference

Darren White, Warden

Michelle Dunne, Clerk



DUFFERIN COUNTY COUNCIL MINUTES – SPECIAL MEETING

Thursday, October 7, 2021 at 2:00 p.m.

Video Conference

Council Members Present:

Warden Darren White (Melancthon)
Councillor Steve Anderson (Shelburne)
Councillor Sandy Brown (Orangeville)
Councillor John Creelman (Mono)
Councillor Bob Currie (Amaranth)
Councillor Guy Gardhouse (East Garafraxa)
Councillor Chris Gerrits (Amaranth)
Councillor Earl Hawkins (Mulmur)
Councillor Janet Horner (Mulmur)
Councillor Andy Macintosh (Orangeville)
Councillor Wade Mills (Shelburne)
Councillor Fred Nix (Mono)
Councillor Philip Rentsch (Grand Valley)
Councillor Steve Soloman (Grand Valley)

Staff Present:

Sonya Pritchard, Chief Administrative Officer
Michelle Dunne, Clerk
Anna McGregor, Director of Community Services
Scott Burns, Director of Public Works
Brenda Wagner, Administrator of Dufferin Oaks
Cheri French, Director of Human Resources
Tom Reid, Chief, Paramedic Services
Cody Joudry, Director of Development and Tourism
Rebecca Whelan, Deputy Clerk

Warden White called the meeting to order at 2:01 p.m.

1. LAND ACKNOWLEDGEMENT STATEMENT

Warden White shared the Land Acknowledgement Statement.

2. ROLL CALL

The Clerk took a roll call of the Councillors in attendance.

3. APPROVAL OF THE AGENDA

Moved by Councillor Gardhouse, seconded by Councillor Macintosh

THAT the Agenda and any Addendum distributed for the October 7, 2021 meeting of Council, be approved.

-Carried-

4. DECLARATION OF INTEREST BY MEMBERS

Members of Council are required to state any pecuniary interest in accordance with the Municipal Conflict of Interest Act.

5. CLOSED SESSION

Moved by Councillor Horner, seconded by Councillor Nix

THAT Council move into Closed Session (2:05 p.m.) in accordance with the Municipal Act Section 239 (2)(d) – Labour relations or employee negotiations and Municipal Act Section 239 (2)(f) – advice that is subject to solicitor-client privilege.

-Carried-

Moved by Councillor Macintosh, seconded by Councillor Creelman

THAT Council move into open session (3:08 p.m.).

-Carried-

6. BUSINESS ARISING FROM CLOSED

Moved by Councillor Nix, seconded by Councillor Gerrits

THAT staff be directed to proceed with drafting a Vaccinate and Terminate policy as discussed in Closed Session.

A recorded vote was requested on the motion and taken as follows:

	Yea	Nay
Councillor Anderson (1)	x	
Councillor Brown (7)	x	
Councillor Creelman (3)	x	
Councillor Currie (1)		x
Councillor Gardhouse (2)	x	
Councillor Gerrits (1)	x	
Councillor Hawkins (1)	x	
Councillor Horner (1)	x	
Councillor Macintosh (7)	x	
Councillor Mills (2)	x	
Councillor Nix (2)	x	
Councillor Rentsch (1)		x
Councillor Soloman (1)	x	
Councillor White (2)	x	
Totals (32)	30	2
	-MOTION CARRIED-	

7. **CONFIRMATORY BY-LAW**

2021-33 A by-law to confirm the proceedings of the Council of the Corporation of the County of Dufferin at its meeting held on October 7, 2021.

Moved by Councillor Hawkins, seconded by Councillor Mills

THAT By-Law 2021-33, be read a first, second and third time and enacted.

-Carried-

8. **ADJOURNMENT**

Moved by Councillor Currie, seconded by Councillor Gardhouse

THAT the meeting adjourn.

-Carried-

The meeting adjourned 3:12 p.m.

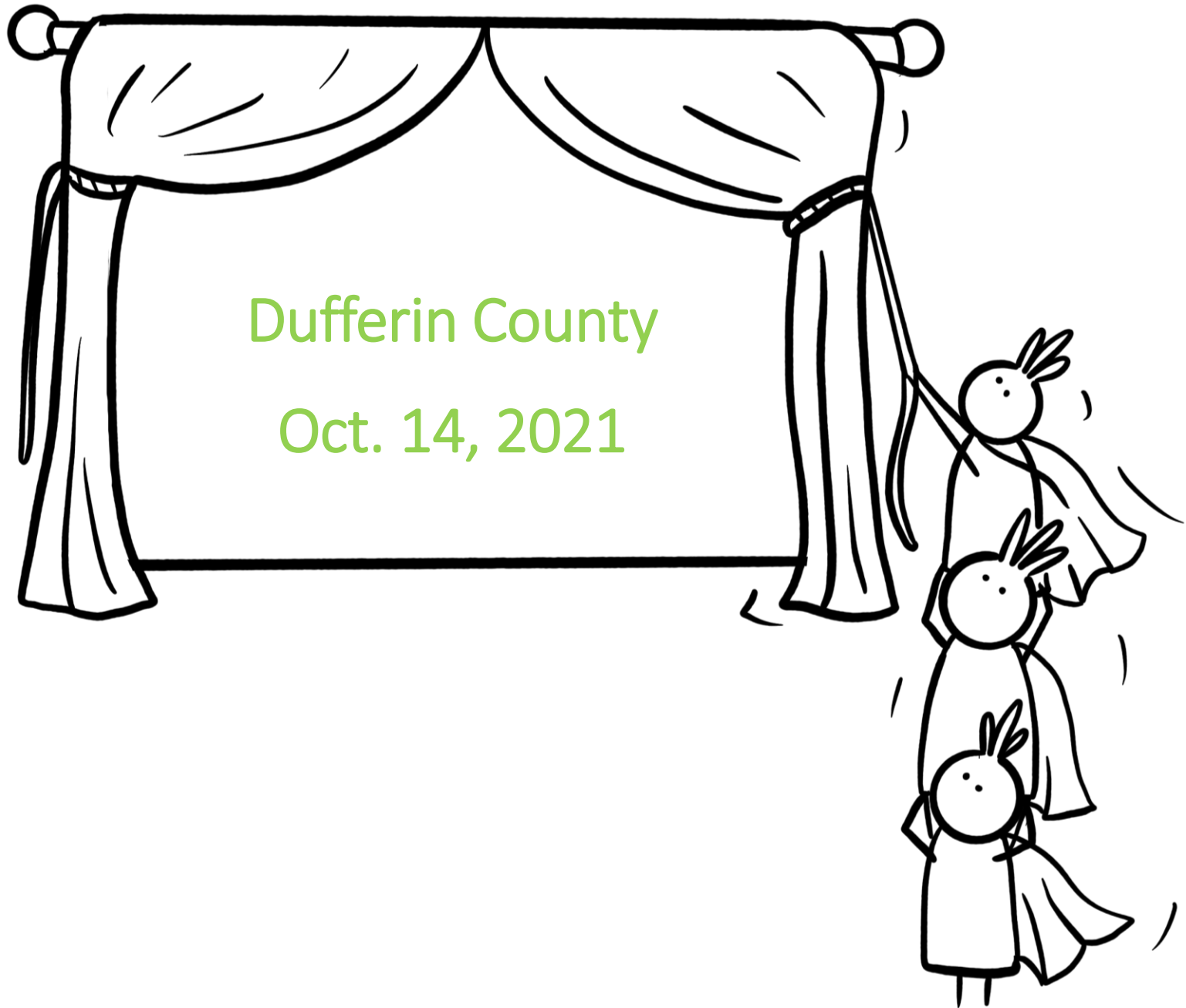
Next meeting: Thursday October 14, 2021 at 2:00 p.m.
Video Conference

Darren White, Warden

Michelle Dunne, Clerk

Dufferin County

Oct. 14, 2021



STRATEGIC DIRECTIONS

GETTING EVEN BETTER

- Relentlessly driving even higher levels of quality across our teams
- Investing in the continuous development and recognition of our people
- Continuously improving our facility and driving operational excellence

NOTHING ABOUT YOU, WITHOUT YOU

- Partnering with patients and families on what's most important to them
- Empowering individuals and teams to have more control over their work and work life
- Continuing to build the future of our hospital with our community

INTEGRATED CARE, CLOSE TO HOME

- Partnering to advance integrated systems of care in our community
- Improving the health of our community with our partners

SUPPORTS

MAKING EVERY DOLLAR COUNT FOR OUR PATIENTS & COMMUNITY

INNOVATION, RESEARCH & TECHNOLOGY

OUR VALUES

KINDNESS



PASSION



COURAGE



TEAMWORK



OUR PURPOSE

**ONE
COMMUNITY,
CARING
TOGETHER**



COVID-19 Operations

- Staffing and operating the COVID-19 Assessment Centre
- Extra cleaning and disinfecting
- Additional lab testing
- Patient transfers from other hospitals
- Staff redeployment
- Personal Protective Equipment sourcing and distribution



COVID-19 Accomplishments

- Over 93,000 COVID-19 Assessment Centre Visits
- Over 5,000 internal COVID-19 tests
- Opened 20 additional beds + staffing resources to support pandemic-related needs
- Staff vaccination clinic with Public Health
- New screening protocols
- Ramp down/up x3
- 100% PPE during pandemic
- COVID financial tracker
- Assessment Centre + booking system
- Enhanced communication
- Hired 180 new staff in new roles



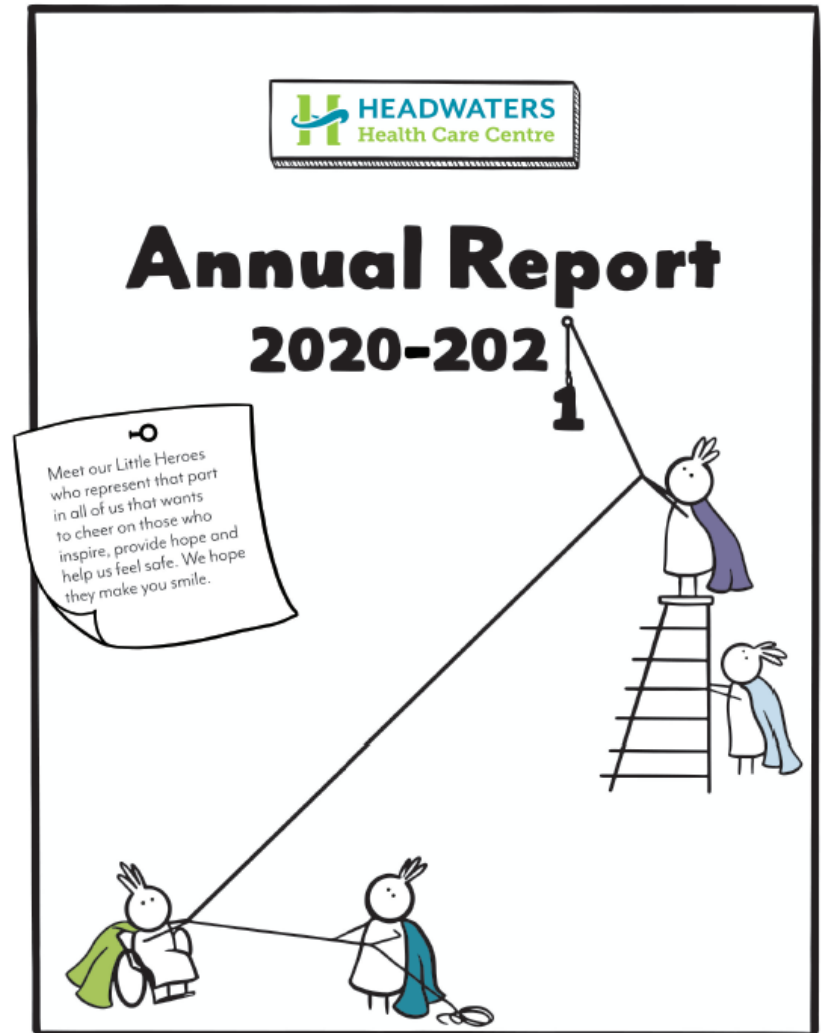
Progress over the past year - Community Connections

- Enhanced engagement with partners
- Expansion of Community Paramedic Program
 - Palliative Care support
 - Vaccinations
 - GTA IMS patient transfers
- 24-hour support coverage for youth under 18
- Regional PPE hub
- Hills of Headwaters Collaborative Ontario Health Team
 - Community Wellness Council firmly established
 - Caregiver ID Program implemented



Progress over the past year - Community Connections Continued

Annual Report created together with volunteer patient family advisors, volunteer graphic designer and printed courtesy of a local printer.



Progress over the past year - Our People

- Successful transition to a virtual environment
- Recruitment
- Employee Screening App
- Standardized recruitment, scheduling and onboarding of new team members
- Began lunch and learn sessions on relevant topics
- Built on our recognition activities



Hospital Foundation & Volunteers

- Record year for fundraising with the Foundation raising over \$5 Million
- TeleCheck
- Seconds Count Thrift Shop
- Friendship Gardens
- Patient Family Advisors
- Spiritual Care
- Board of Directors



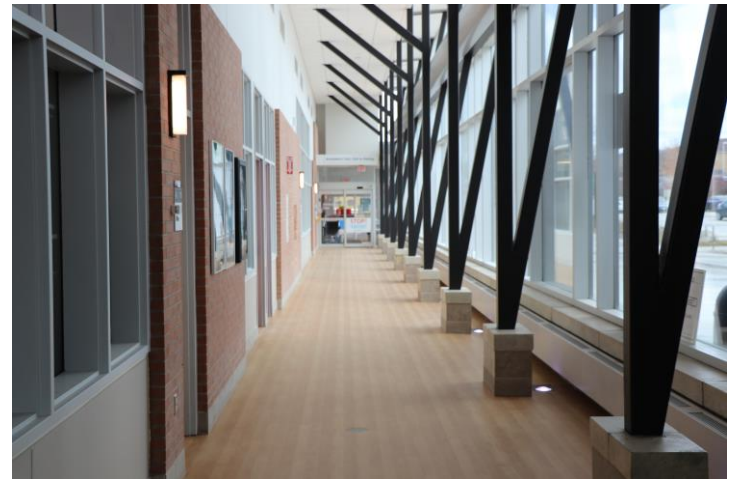
Progress over the past year - Quality

- Accreditation preparation with Accreditation Canada
- Patient lifts installed
- Maintenance order system
- Emergency Management System Trauma bypass and palliative care program implemented
- Just-in-Time supply cart
- **Meditech Expanse (CARE4)** – Health Information System implementation – one patient, one record



Progress over the past year - Facility

- Building improvement plan
- Recognition signage
- Main Entrance redevelopment
- Ambulatory Care Hallway & Diagnostic Imaging Waiting Room
- Renovations due to spring flooding and aging infrastructure
- Roof repairs
- Emergency Dept. – behind the scenes renovations
- HEPA filters on nursing units
- New Intranet launched
- Wayfinding strategy developed



Caring for our community



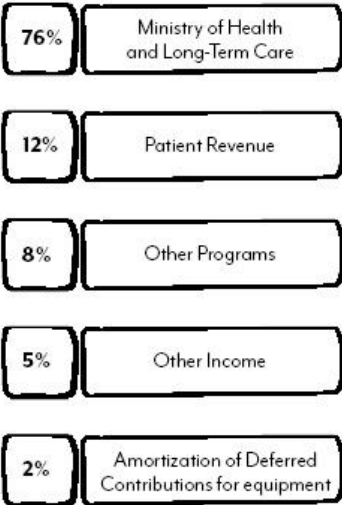
Making every dollar count

We have developed an audited report on our financial activities and position over the past fiscal year as part of our commitment to being open, transparent and accountable to our community.

As of March 31, 2020, the hospital reported a deficit of (\$716,629). In March 2020, the hospital incurred \$700,000 of operating expenses in relation to our response to the pandemic, which resulted in the reported deficit. Due to the uncertainties at the time, the hospital was not able to recognize any Ministry funding to offset those costs. In the current fiscal year, the hospital was funded for the 2019/20 costs and recognized \$700,000 in additional revenues; the timing delay has resulted in the operating surplus for 2020/21.

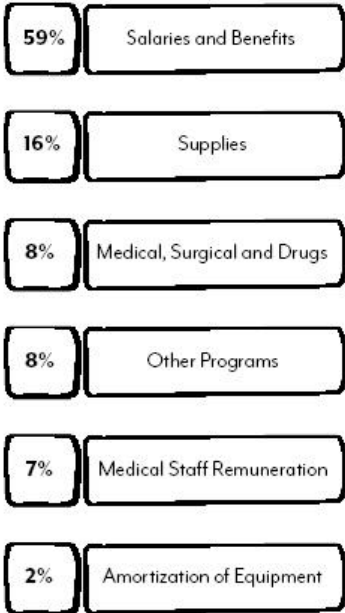
Revenues \$84.4 Million

Revenues increased by \$7.5M or 9.7% from the year prior. Special one-time investments, rebates and other revenue contributed to the majority of the increase in Ministry of Health and Long-Term Care funding.



Expenses \$83.7 Million

Total expenses increased by \$6.0M or 7.7%, relating mostly to annual inflation, increased drug costs and one-time investments.



What's on the Horizon

- Post pandemic recovery plans
- Refocus and rebuild clinical programs under a new Vice President, Patient Experience, Health Integration & Chief Nursing and Health Disciplines Executive
- Build on our partnership with other hospitals – to provide a seamless integration of information



What's on the Horizon – Continued

- Resume looking at Hospital Improvement Plan opportunities
- Revisit Emergency Department Renovations
- Accreditation preparation
- Recruiting for our team in all areas



Wellington-Dufferin-Guelph Public Health Dr. David Scott Award Winner



Your Past Support of Headwaters Health Care Centre

- Through your past generosity Headwaters Health Care Centre is recognized as a high performing mid-sized hospital at which patients and their families can access quality, easily accessible and relevant programs and services, delivered with excellence, and compassion close to home.
- Over \$1.2 million dollars to date in support of a variety of priorities, programs and builds.
- The Ontario Government does not give hospitals funds to purchase (new or replacement) medical equipment as well as infrastructure needs outside of large-scale and new capital builds and so we must look to the community for support

Your request for consideration

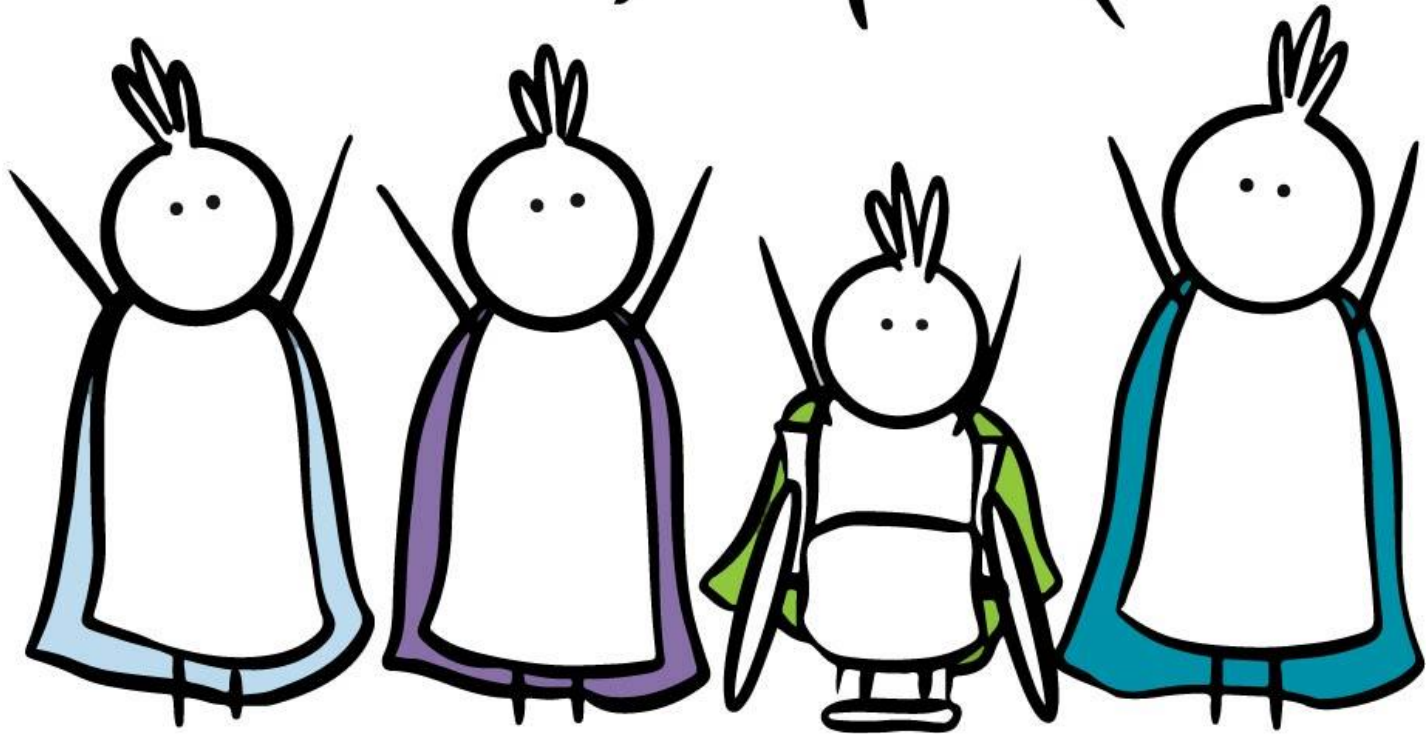
We are asking you to consider a gift of **\$500,000** (*can be made over two calendar years*) to be used to support CARE4 - our largest technology investment to change patient care experience

Your support will be recognized in an area of the hospital to be determined.

Thanks to your support Headwaters will be a more accessible, safer and efficient facility for the thousands of patients, staff and visitors that come to our hospital.

Our communities are full of heroes.

THANK YOU!



Be part of health care in your community ...

- Join our team
- Join our Patient Family Advisory Partnership
- Volunteer with us at the hospital, in the Friendship Gardens or in the community
- Participate with us at community events
- Donate to Headwaters Health Care Foundation at **hhcfoundation.com**



For more information:

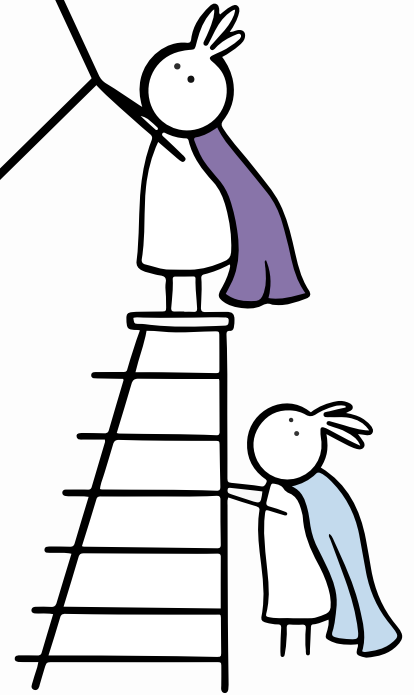
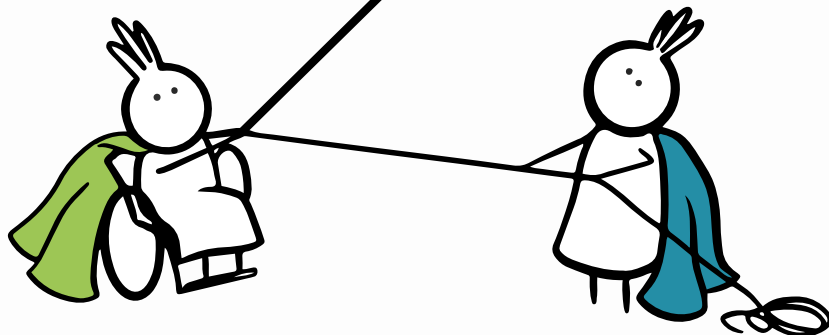
Connect with us anytime by email at **info@headwatershealth.ca**, online at **headwatershealth.ca** or on social media at **@headwatershcc**

We are a partner in the Hills of Headwaters Collaborative, the Dufferin-Caledon Ontario Health Team. Learn more at **hillsofheadwaterscollaborative.ca**

Annual Report 2020-2021



Meet our Little Heroes who represent that part in all of us that wants to cheer on those who inspire, provide hope and help us feel safe. We hope they make you smile.



Who We Are

About us



Our purpose

- 'One Community, Caring Together'

Our strategic directions

The strategic directions were developed from our extensive planning and engagement process and provide the framework for all of our decision-making.

Getting even better

- Relentlessly driving even higher levels of quality across our teams
- Investing in the continuous development and recognition of our people
- Continuously improving our facility and driving operational excellence

Nothing about you, without you

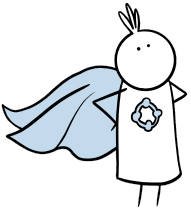
- Partnering with patients and families on what's most important to them
- Empowering individuals and teams to have more control over their work and work life
- Continuing to build the future of our hospital with our community



Dufferin County Paramedic Service join the Wellington-Dufferin-Guelph COVID-19 vaccine rollout team.



Dufferin County helps answer phones at our offsite COVID-19 Call Centre.



Integrated care, close to home

- Partnering to advance integrated systems of care in our community
- Improving the health of our community with our partners

Supports

These are what enable us to achieve our outcomes and ensure that our services will be there for the people who need us, now and in the future.

- Making every dollar count for our patients and community
- Innovation, research and technology

Our values



More than words, our values are what define and connect us. They determine how we work, how we behave, and how we relate to our partners, families and caregivers as well as each other.

- Teamwork
- Kindness
- Passion
- Courage

We would like to thank all our community partners who have supported our COVID-19 response – these images are of just a few. Thank you for helping our purpose of One Community, Caring Together come to life.



Mayor of Orangeville, Sandy Brown, admiring signs with artwork from children in our community expressing their gratitude and support.



The Dufferin-Caledon COVID-19 Cold & Flu Clinic team care for patients.

A message from our Board Chair and President & CEO, Headwaters Health Care Centre



(Left to right) Lori Ker, Board Chair; Kim Delahunt, President & CEO; Dr. Peter Cino, Chief of Staff & Vice President, Medical Affairs; Cathy van Leipsig, Vice President, Corporate Services & CFO; Anna-Marie Sutherland, Vice President, Patient Experience, Health Integration, Chief Nursing and Health Disciplines Executive.

Over the past year, COVID-19 has been massively disruptive to our traditional Hospital activities, touching every part of our operational and financial footings. It has played a role in every decision, action, and response at Headwaters since early 2020 and continues to do so as we work to minimize disruption to non-COVID related hospital services. We have rapidly assembled a new branch of operations to manage pandemic services that includes staffing and operating a very busy COVID-19 Assessment Centre, ensuring extra cleaning and disinfecting processes are occurring, supporting additional lab testing that

is required, participating in the Greater Toronto Area Incident Management System supporting patient transfers from other hospitals, staff re-deployment to local long-term care facilities when needed, managing Personal Protective Equipment (PPE) sourcing and distribution for our community, adjusting to rapidly changing new guidelines to ensure patient and staff safety and increasing our communication efforts to disseminate vital information. We have done all of this while delivering on our strategic plan with digital health system upgrades, accreditation preparation, and Ontario Health Team implementation with our

community partners. Throughout the past year, we have had to make some exceedingly difficult choices and yet our staff has heroically risen to challenge after challenge and our community has bolstered us with its steadfast support.

Our shared purpose of One Community, Caring Together has never been more tested nor more realized than during this pandemic. Whether it was the team in the COVID-19 Assessment Centre seeing hundreds of people a day under the sweltering summer sun or quick acting staff rushing to the aid of a woman who gave birth in our parking lot, one thing is clear – Headwaters Health Care Centre is full of heroes: staff, nurses, physicians, health care workers, patients, and volunteers alike.


We are extremely grateful for the tremendous support from the community in these unprecedented times. When we put out a call for personal protective equipment and other resources, the outpouring of support was extraordinary. Whether it was in the form of masks and gowns or meals or vehicle parades and supportive messages and signs or artwork from local school children, and the very generous donations to the Headwaters Hospital Foundation, everything bolstered our work and sustained our spirits.


While we justifiably had to delay some planned facilities improvement projects, we were able to successfully complete construction in our main lobby and front entrance, and upgrade and repair our

ventilation system and roof. Ensuring our building is safe and well prepared, enables us to focus on our care of patients and provide a positive environment for our Headwaters team.

Throughout it all, we dearly missed our volunteers. The extraordinary value of their immense support was made abundantly clear in their absence. We are incredibly grateful for their dedication to our hospital and for finding new ways of offering support, including a limited resumption of spiritual care chaplain visits and with the assembly of this Annual Report. The Annual Report's Editorial Team is comprised of volunteers from our community and the graphic design and printing were also generously donated. Thank you very much for your contributions.

As we continue to navigate the lasting impacts of COVID-19, and begin the work of post-pandemic planning, Headwaters staff continue to be guided by our values of kindness, courage, passion, and teamwork. The following pages demonstrate the tremendous progress made this past year, grounded in our shared purpose of One Community, Caring Together. We are exceedingly proud to serve this amazing community and lead alongside the amazingly resilient and formidable team at Headwaters.

 Lori Ker,
Board Chair
Headwaters Health Care Centre

 Kim Delahunt,
President & CEO
Headwaters Health Care Centre

A message from our Board Chair & CEO, Headwaters Health Care Foundation



*(Left to right) Tim Peters, Board Chair
and Dora Boylen-Pabst, CEO.*

Spring is here! And with it comes the start of a new fiscal year for Headwaters Health Care Foundation. But, before we can start off our 2021/2022 activities, a reflection on the past year is important. 2020, while challenging, came with some great learnings, and allowed this community to come together in unprecedented ways; and to make an unprecedented difference.

Together we saw the arrival and surge of COVID-19, and this community stepped up to protect each other, and our frontline. The world is a different place courtesy of COVID-19, but what better place to be than here, in Dufferin County and Caledon, with the vistas of the Hills of Headwaters to enjoy each day, the fresh air, the community, and the benefit of excellent healthcare close to home at Headwaters Health Care Centre.

2020/2021 was a record year for fundraising at Headwaters and we at Headwaters Health Care

Foundation are thankful to you, our donors and volunteers, for your continued support of, and commitment to, ensuring health care is available here, when we, our colleagues or our loved ones need it the most.

The needs of our hospital have not dissipated however, and the slow return to “normal” requires an influx of new and replacement equipment, not to mention some significant infrastructure upgrades. We at the Foundation, with your continued support, are ready! In June, November and February we will host community-wide, online 50/50 draws. The Tour de Headwaters is taking place on September 18th, our annual golf tournament is sold out, and we have launched a Diagnostic Imaging Campaign to raise \$3.5M for state-of-the-art Diagnostic Imaging equipment to better serve our community. These efforts will include the purchase of 4 new Ultrasound machines, a completely upgraded X-Ray room and a Bone Density machine among other urgent needs.

As we head into this new fiscal year, one filled with so much hope and promise, we want to encourage you to continue to think about our hospital. We still need you now more than ever, and we thank you for your continued commitment to One Community, Caring Together.



Tim Peters,
Board Chair
Headwaters Health Care Foundation



Dora Boylen-Pabst,
CEO
Headwaters Health Care Foundation

A message from our volunteers

At Headwaters, we are privileged to have several groups of volunteers who devote their time and talents to support the work of our hospital. In their words, we look back at the past year.

Headwaters Health Care Auxiliary

What a difference a year makes! Our volunteers have been away from the hospital since March 2020 due to the pandemic. Like most people, we thought our absence would only be for a month or two. Little did we know it would be for much longer. We were unable to fundraise this year but there is a bright light through our Seconds Count Thrift Shop, who even after having to open and close multiple times, was able to raise \$246,500 for much needed hospital equipment. We are ready to come back stronger than ever to support the hospital and do what we do best – assist staff and patients.



*Mike Carter, Interim President,
Headwaters Health Care Auxiliary.*

Friendship Gardens



I think we can all agree that 2020 was a memorable year which affected all of us in different ways. For the Friendship Gardens team, it was a year of discovery; finding new ways to work safely together and ensure our Gardens were maintained. We continued work with Credit Valley Conservation to plant several hundred native pollinators and repaired damage from gypsy moths. We also launched a new app, created by the University of Waterloo, which includes a map of the entire Gardens with photos and videos. You can now enjoy the view anywhere and at any time. We loved the waves and virtual hugs we received through the windows and can't wait to see patients and staff outside again.



*(Left to Right) Tandy, Friendship Gardens volunteer with Lynn
Sinclair-Smith, Coordinator.*

Patient Family Advisory Partnership

As Patient Family Advisors, we are bringing our experience of going through the hospital health care system to others to help empower them and their families. We bring this experience to the hospital staff, so that we can help bring the patient perspective to all aspects of the hospital. During COVID-19 we have been able to share our insights on opening of entrances, screening, communications and much more. We felt part of the pandemic response at the hospital.



Annie Gordon, Co-Chair, Patient Family Advisory Partnership.

TeleCheck

We are delighted to be the newest addition to the Headwaters family. It's a privilege for us to provide a service that offers scheduled, social and safety check-in calls to adults 55+ living independently in our community. We have a dedicated staff and 45+ loyal and caring volunteers that made over 70,000 calls last



Diane Cowen, Manager, TeleCheck.

year. Our service operates every day of the year and is free of charge. During COVID-19, our amazing team quickly adapted in many ways, taking on extra shifts and working remotely to ensure our members remained socially connected and had a quick link to resources, if required. We are grateful for the warm welcome and proud to make a difference in the lives of older adults who wish to remain living at home.

Spiritual Care

Our spirit is integral to our well-being and our spirituality is rooted in the desire to find meaning, purpose and hope in our life. The Spiritual Care Chaplains compassionately address the spiritual and emotional needs of patients, caregivers, physicians, staff and volunteers. With 26 dedicated Spiritual Care Chaplains providing a supportive presence, as the Coordinator I feel blessed to have these special volunteers as part of our team; their absence, due to COVID-19 restrictions, was certainly felt. We had to pivot in order to respond to the pandemic and one way we did that was through the launch of an e-card program to support patients, allowing family and friends to connect through messages delivered by our Spiritual Care Team and Leadership. We also successfully piloted the return of our Chaplains on one of our inpatient units. I look forward to expanding this pilot and the new opportunities that will arise for our team in the coming months.



Diane Lawson, Spiritual Care Program Coordinator.

Living our values

Teamwork

Natalie, Operating Room Charge Nurse, was completing paperwork when she heard an overhead page that propelled her into action.

After calling the Obstetrics Unit, Natalie discovered that a patient with a prolapsed umbilical cord was being rushed up to the Operating Room with her care team – she was already en route in the elevator.

A cord prolapse is when an unborn baby's umbilical cord slips through the cervix after a mother's water breaks and before the baby descends into the birth canal. During delivery, the prolapsed cord can become compressed by the baby's body cutting off the lifeline from the mother.

Dr. Umeh, obstetrician, had identified the problem right away and mobilized the team.

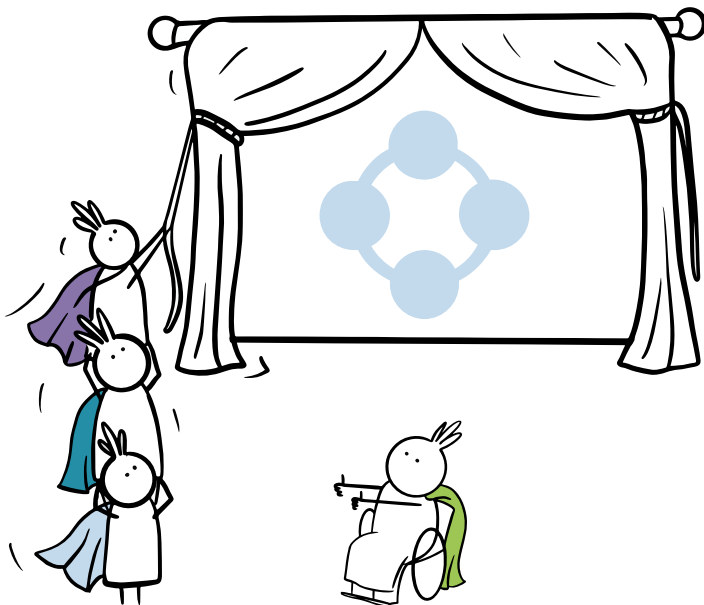
"This is something that happens maybe once a year – if that. In my two years at Headwaters, it was my first one," recalled Natalie.

Natalie rounded up the available operating room nurses and the anesthetist, who began setting up for an emergency C-Section.

As the patient came into the operating room, the obstetrical nurse was holding the baby's head off the umbilical cord, so it did not cut off the blood supply to the baby.

It was a matter of minutes from the time Natalie called the Obstetrics Unit to when the patient was in the Operating Room, asleep and ready for surgery.

It was a very high-pressure situation for everyone. The team had six minutes from the moment the patient was put to sleep to get the baby out before causing



potential risk to the baby from the general anesthetic.

"I just remember the patient clinging to my arm, scared and worried. All I could do was reassure her that it would all be ok," recalled Natalie.

Once the patient was asleep Dr. Umeh performed the C-Section and successfully delivered the baby with great care.

"We all know each other and work really well together. We are so in tune with one another that each team member knew exactly what to do. This whole experience has been a really good reminder to always be ready for anything. You just never know what's going to come through those doors," said Natalie.

Our team works seamlessly to support the whole person, across every area of care; ensuring all needs

are met. Thanks to the swift action and collaboration of our Obstetrical and Operating Room departments, mom and baby recovered safely in hospital and were then discharged home.



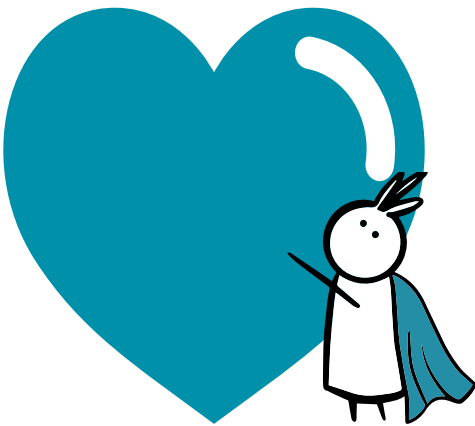
"I was recently a patient in Day Surgery, and I could not be more impressed with the staff. Every single nurse I was in contact with did everything to make me feel comfortable and safe. I went to sleep with a nurse right beside me reassuring me and woke up to a nurse doing the same. What an incredible group of people!"

- Community Member



Members of our Operating Room and Obstetrical teams who had only a matter of minutes to save a mother and unborn baby in distress.

Kindness



When Coreen, along with her family, knew her father James was failing and that his end of life was near, they felt it would be better if he died peacefully at home.

This was during the early days of the COVID-19 pandemic where much remained unknown about the virus and no one would be able to enter the home. Coreen and her family felt abandoned and very alone.

“I kept my father as comfortable as possible at home, but he started to refuse to swallow his medication and show signs of stress,” recalled Coreen.

The family made the difficult decision to call the ambulance and have James brought to Headwaters, knowing that they might not be allowed to see him and be with him as he passed.

Coreen and her daughter were surprised and overwhelmed by the support they were met with at the hospital. They were screened for COVID-19 at the entrance and brought to her father’s bedside.

“It was clear that my father was passing away and that the only thing to do at this point was keep him comfortable,” recalled Coreen.

The physician made arrangements for James to be admitted to an inpatient unit so he could be away from all the noise and other people who came in for care.

“We were so thankful and felt so blessed by the treatment we received by the emergency room staff that day.”

“We stayed overnight on an inpatient unit and every nurse on call did their utmost to make our stay as pleasant as possible under the circumstance. They looked after my father with grace,” recalled Coreen.

Even though this was all happening during a pandemic, Coreen and her daughter felt safe and protected because of all the infection prevention



protocols in place.

“Being exhausted and in a deep grief we couldn’t help but remark to each other on our way home about just how incredible we had been treated,” recalled Coreen.

James passed away peacefully, with his family at his side, thanks to the kindness and compassion of each hero working at the hospital during his stay.

Members of our Emergency Department team who provide compassionate care to palliative patients and their families.

Coreen’s favourite photo of her father, James, while being baptized in the Grand River.





*Darlene working at the COVID-19 Assessment
Centre before we transitioned indoors.
- The Art of Storytelling/Photography*

Passion

While working in the drive through COVID-19 Assessment Centre in the summer of 2020, Darlene, Emergency Department charge nurse, met four-year-old Nixie who came in for testing. Along for the journey was her toy doll named Baby Abby.

This was during the busiest days in our COVID-19 Assessment Centre, before a booking system was in place and when patients waited for hours in their vehicles as our teams worked as hard as they could to provide the best possible care.

“The little girl was quite friendly but seemed a little scared,” recalled Darlene.

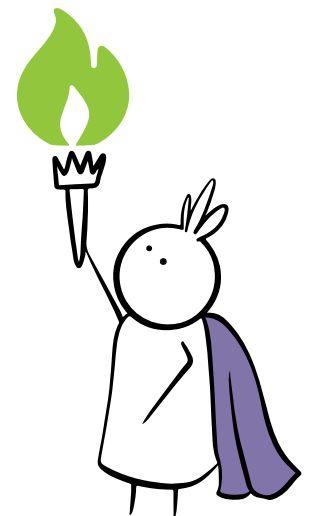
The girl was clinging tightly to the doll and asked if Darlene would test her too. Darlene wanting to provide comfort to the patient, told her not to worry, she would absolutely test her doll.

Darlene then proceeded with swabbing the little girl who took it in stride; Nixie laughed and said the test tickled.

Then, Darlene got an extra swab and tested Baby Abby.

“During an extremely busy and challenging time, it could have been easy for the nurse to overlook Nixie, but she didn’t, and we are grateful,” said Nixie’s mom.

It is small gestures like these, that often provide the greatest impact for those we serve and demonstrate the true passion within each member of our team to care without hesitation.



Courage

Delivering your second child during a pandemic is overwhelming enough, but as Rabia was in active labor on the Obstetrics Unit at Headwaters Health Care Centre, another challenge presented itself.

Niru, Rabia's husband heard a large dropping sound and water began pouring into the room.

"I thought it was the shower in our room or a machine outside," said Niru. "When I walked to the door, the whole ceiling in the hallway was coming down with water. It was everywhere."

Within moments, registered nurses, Tanya and Sherry, were in the room cleaning up the water that had begun to enter underneath the door, ensuring Rabia was safe and explaining that there was a flood on the unit.

Rabia was engrossed in her labour, "I had no idea what was happening. I was just focused on having the baby," said Rabia.

The main pipe in the back hallway to the Obstetrics Unit broke causing water to come into the space from the ceiling.

Environmental Services and Facilities staff moved quickly to clear the water on the unit and fix the pipe while Obstetrics staff cleared the space and ensured that no patients or birth partners were injured.

"Staff handled the situation flawlessly," said Niru.

It takes courage to remain calm and act swiftly in the face of a flood, not to mention while in the midst of a pandemic. Rabia delivered a healthy baby boy thanks to the courage of our Headwaters Heroes who continue to rise to every challenge no matter what comes their way.

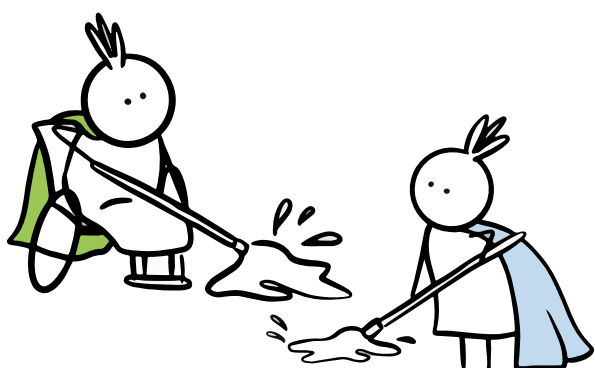


Rabia and Niru with their new bundle of joy who was born during a flood on our Obstetrics Unit.





Mike, a member of our Facilities team who assisted in the flood.

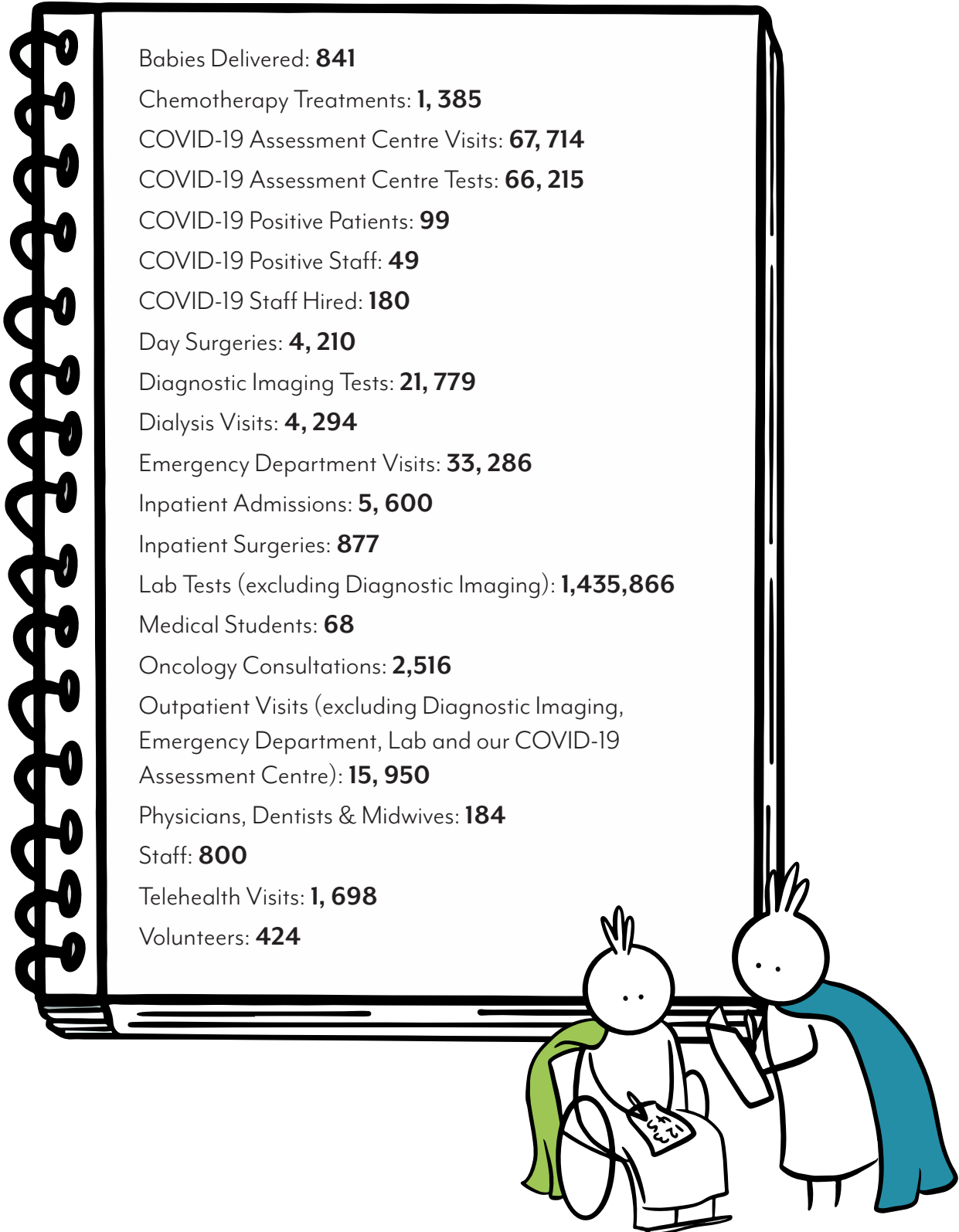


"Staff handled the situation flawlessly."

Our Environmental Services and Obstetrical teams who acted swiftly to ensure no patients or birth partners were injured during the flood.

By the numbers

Here is statistical information about Headwaters for the year ending March 31, 2021.



Babies Delivered: **841**

Chemotherapy Treatments: **1, 385**

COVID-19 Assessment Centre Visits: **67, 714**

COVID-19 Assessment Centre Tests: **66, 215**

COVID-19 Positive Patients: **99**

COVID-19 Positive Staff: **49**

COVID-19 Staff Hired: **180**

Day Surgeries: **4, 210**

Diagnostic Imaging Tests: **21, 779**

Dialysis Visits: **4, 294**

Emergency Department Visits: **33, 286**

Inpatient Admissions: **5, 600**

Inpatient Surgeries: **877**

Lab Tests (excluding Diagnostic Imaging): **1,435,866**

Medical Students: **68**

Oncology Consultations: **2,516**

Outpatient Visits (excluding Diagnostic Imaging, Emergency Department, Lab and our COVID-19 Assessment Centre): **15, 950**

Physicians, Dentists & Midwives: **184**

Staff: **800**

Telehealth Visits: **1, 698**

Volunteers: **424**



Benjamin, enjoying bath time at home, fully recovered from surgery to help with his breathing.



"I am so thankful to the most wonderful staff in the Obstetrics Department. Thank you so much for being so amazing. You guys are our heroes. In these challenging times, wearing masks all day as you attend to and care for birthing moms, you are still so kind, gentle and supportive. Never for a moment did you look tired or frustrated. Always on your feet, always there."

- Community Member

Baby Benjamin's outpatient visit

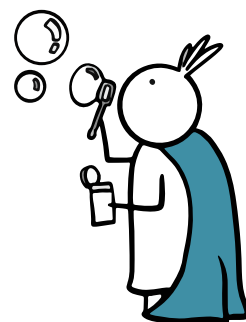
One of 15, 950 outpatients we saw this year was baby Benjamin whose standard check-up took him and his family from our local community to downtown Toronto for surgery at SickKids.

At Benjamin's first newborn visit, our new pediatrician, Dr. Rebecca Woolnough, noticed an irregularity with his breathing. She explained that the x-ray she requested came back normal but didn't answer her concerns. Rather than dismiss it as something Benjamin would eventually grow out of, Dr. Woolnough insisted that he be seen by the team at SickKids for further testing.

The pediatrician immediately made the referral while Benjamin's parents brought him to Toronto and checked into a hotel along with their three-year-old daughter. The pandemic restrictions forced the couple to manage the care separately and relay notes to one another at their daily swap outside of the hospital.

The entire team at SickKids were incredible from start to finish in their care. Benjamin received surgery to help with his breathing and was ultimately diagnosed with a condition called Laryngomalacia.

Benjamin is back home with his family thanks Dr. Woolnough's persistence and collaborative approach to care.



Our strategic plan in action

Getting even better

An unprecedented pandemic brings with it a host of equally unprecedented challenges. For Violeta, a patient in desperate need of dialysis treatment, space at our regional treatment centre in Peel Region had become limited. The prospect of not being able to receive timely Dialysis treatment became a growing concern for Violeta.

Headwaters works in collaboration with our regional treatment center to ensure patients in our area receive the care they need. When Violeta's kidney was failing after receiving a transplant, we needed to act fast to support her as well as relieve the pressure on our regional centre. We developed a plan that would ensure Violeta received her Dialysis treatment.

"With the pandemic, my kids are home with me which is hard because my immune system is low, and I can't take them out. The staff at the hospital found an evening spot for me to come for treatment so I could be home with my kids until my husband got home," recalled Violeta.



Violeta, a patient who started dialysis treatment with us during the pandemic.



Several members of our Dialysis team who used their skills and knowledge to ensure Violeta received timely care.

Everyone came together with a common goal; to provide the best possible care for Violeta. The treatment was successful, and Violeta is now a regular Dialysis patient at Headwaters; coming for treatment three times a week.

Since Dialysis requires ongoing care, staff and patients see each other routinely and grow closer with each visit. “It always feels like family at the hospital. It’s the simple things like covering the seat with bedsheets or offering a warm blanket that make the differences. Other facilities don’t think about the little details,” said Violeta.

The challenges our patients and staff have faced during the pandemic are vast; each day, we learn, grow, and adapt together. Patients like Violeta give us the opportunity to get even better at what we do, and we are grateful to be a part of their care journey.



“The challenges our patients and staff have faced during the pandemic are vast; each day, we learn, grow, and adapt together.”

Nothing about you, without you

Activation Therapist, Amy, began working with 83-year-old Joan early in the pandemic and had no idea the impact she would have on Joan's care.

Joan had fainted from the hot summer heat and sustained an injury to her head. She was rushed by ambulance to Headwaters Health Care Centre after having a seizure from the injury.

"It wasn't until weeks later that I realized I couldn't just get in my car and drive home. I had no recollection of the ambulance. I truly thought my car was in the parking lot of the hospital waiting for me," said Joan.

Joan was admitted to an inpatient unit to help with her recovery. There she met fellow patients and staff who she enjoyed chatting with, including, Ajay, Registered Practical Nurse, of whom Joan was particularly fond.

"I knew I needed to keep active, so I began pacing around the unit. The staff were fantastic. I would walk around them all the time, often in their way and they didn't grumble," recalled Joan.

It took a while for Joan to accept her fate of having to stay in hospital for some time. Joan has a strong personality and struggled with the feeling of being incapable.

"It wasn't until I met Amy that I started to feel useful again," recalled Joan.

Amy asked if she would help paint some wooden flags that had been donated by the family of a staff member at the hospital.

Some patients need more than just the offered physiotherapy and occupational therapy programs. To keep these patients busy, Amy offers craft programs to assist with dexterity and socialization among many other things.

Joan immediately started to feel better; getting stronger and stronger with each painting. She would look forward to her sessions with Amy and would check on the paintings in between those visits to see which ones were dry enough for a second coat.

"Once Amy asked me to try painting, I started to feel more like myself than I had throughout all of it. Amy is a hero, believe me," said Joan.

Since being discharged from the hospital, Joan has moved into the Lord Dufferin Centre, her long-term memory is coming back and she is able to recall things that she hasn't thought of in years.

Joan played a critical role in her own care; she knew she needed to keep busy to heal and just needed some additional support to make that happen. There was nothing about Joan's care without Joan.





"Joan immediately started to feel better; getting stronger and stronger with each painting."

Amy, Activation Therapist, holding up flags painted by patients as part of their recovery.



Joan, a patient who rediscovered her sense of purpose through activation therapy.

Integrated care close to home

Vulnerable. Palliative. High-needs.

To many, these words read like medical jargon; words that are difficult to apply.

For one of our patients, these words became commonplace in terms of their care. Grappling with late-stage cancer and complications with their oncology, they were due for a new care strategy.

This patient required chemotherapy and inpatient care; simultaneously.

Caring for an inpatient with high-care needs would present a unique set of obstacles for our chemotherapy team. Normally, treatment is provided on an outpatient basis.

After speaking to the patient's family, we learned of the excellent care that had been provided at home before the patient was admitted to hospital. We also learned they were both emotionally and physically exhausted. The family needed to remain close to home in Dufferin-Caledon and we needed a plan to support them.

The primary care physician, our inpatient team, and oncology team came together to develop a strategy. This super-team determined that supporting this patient would take an integrated approach to care. The teams had to stay in constant communication to meet both the inpatient and chemotherapy needs at the same time.

On the day of the chemotherapy treatment, the patient was escorted to the oncology suite. There, they were met by two nurses who would remain by their side for the duration of the treatment. One nurse tended to the inpatient needs while another administered the chemotherapy treatment.

As the treatment was carried out, both nurses and their respective teams monitored the patient closely. When the treatment had ended, the Oncology Nurse provided information to the Charge Nurse on the unit regarding follow-up care.

Collaboration. Comfort. Support.

These are the words we hope to associate with this patient's care going forward and so many of our patients with complicated needs. Through cases like this, we see first-hand that dedicated team collaboration leads to an increase in comfort and support for patients and their families.



"This super-team determined that supporting this patient would take an integrated approach to care."



Several members of our Inpatient and Chemotherapy teams who worked together to support a patient with complex care needs.

Our Supports

Innovation, research,
and technology



Cara, a Community Paramedic who is part of our new Remote Patient Monitoring Program.

When Cara, Community Paramedic, received a call from Dr. Priya Akula to discuss a patient with a complex medical history, she was eager to help.

The patient, Rosalia, had a history of congestive heart failure and Dr. Akula was worried about her respiratory status. Cara was asked to complete a home visit with a full assessment.

When Cara arrived at the patient's home, Rosalia was visibly short of breath and had significant swelling in her lower legs.

"I knew immediately that Rosalia was having a flair up of her congestive heart failure," recalled Cara.

Cara contacted the primary care physician and talked to her over the phone about next steps. A care plan was put in motion and Rosalia became part of the Remote Patient Monitoring Program where Cara provided daily follow-up appointments. Rosalia was able to avoid a trip to the Emergency Department or a possible lengthy hospital admission.

The Hills of Headwaters Collaborative Ontario Health Team, a local partnership of doctors, health, social and municipal agencies launched the Remote Patient



"Dealing with Community Paramedics has been wonderful."

Monitoring Program. The goal is to connect patients with healthcare resources and ensure that patient have their needs met in the comfort of their own home.

"Dealing with Community Paramedics has been wonderful. They are all welcome in my home anytime. I am part of their Remote Patient Monitoring Program as well and it allows me not to worry, that they are keeping an eye on me and my health. Having them come into my home has been very important to me and made it easier in the last year to help deal with my health problems," remarked Rosalia.

The use of innovation, research and technology helped Rosalia get better. Cara continues to keep a close eye on her to this day.

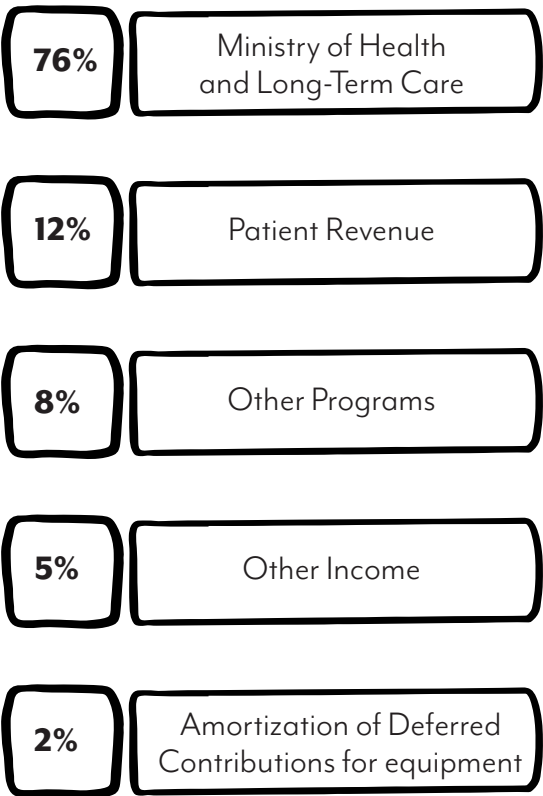
Making every dollar count

We have developed an audited report on our financial activities and position over the past fiscal year as part of our commitment to being open, transparent and accountable to our community.

As of March 31, 2020, the hospital reported a deficit of (\$716,629). In March 2020, the hospital incurred \$700,000 of operating expenses in relation to our response to the pandemic, which resulted in the reported deficit. Due to the uncertainties at the time, the hospital was not able to recognize any Ministry funding to offset those costs. In the current fiscal year, the hospital was funded for the 2019/20 costs and recognized \$700,000 in additional revenues; the timing delay has resulted in the operating surplus for 2020/21.

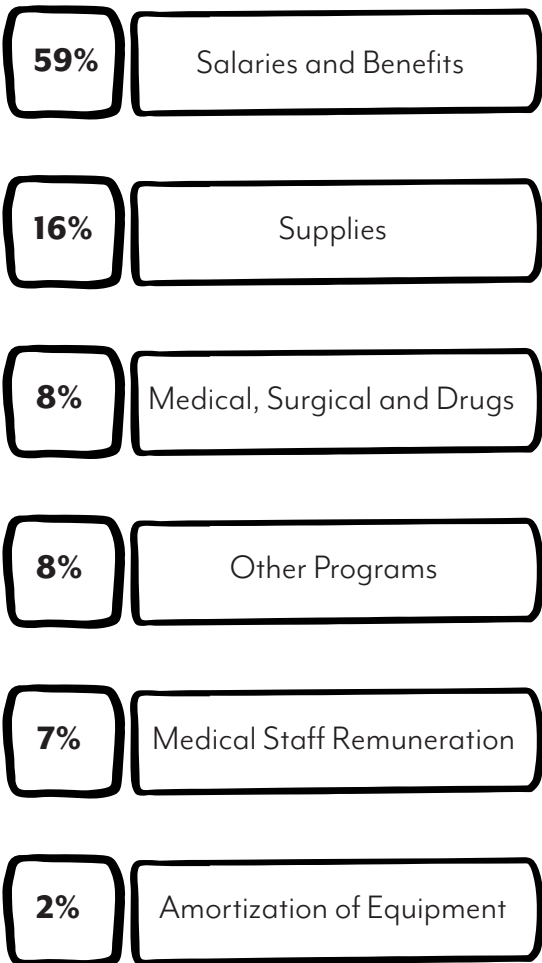
Revenues \$84.4 Million

Revenues increased by \$7.5M or 9.7% from the year prior. Special one-time investments, rebates and other revenue contributed to the majority of the increase in Ministry of Health and Long-Term Care funding.



Expenses \$83.7 Million

Total expenses increased by \$6.0M or 7.7%, relating mostly to annual inflation, increased drug costs and one-time investments.



Financial Statements Online

To view our audited financial statements, please visit our website at headwatershealth.ca

Putting your health care dollars to work

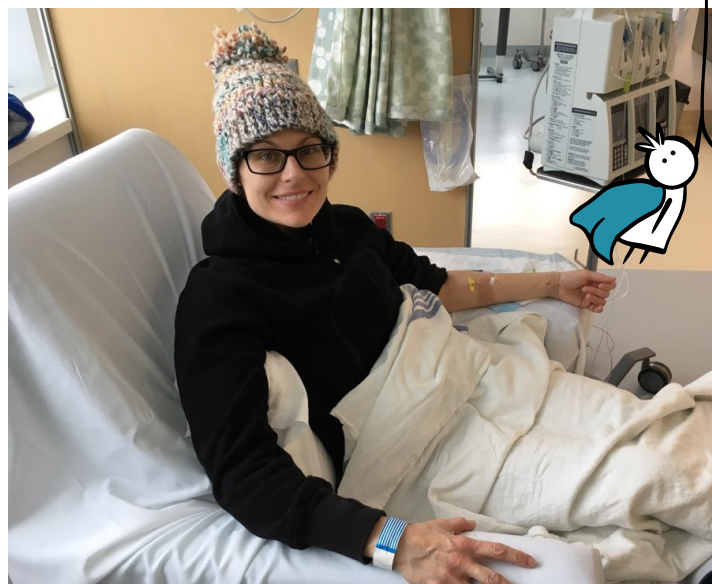
One of the ways we put your donations to work was in critical equipment purchases, which helped patients like Jamie.

When Jamie was working out at Headwaters Racquet Club she noticed an ache in her right breast. She did a self-breast exam and found a small lump.

"I remember thinking to myself; this can't be possible. I am a 38-year-old; I have a healthy lifestyle and I have no family history of breast cancer," recalled Jamie.

Jamie was sent for an ultrasound and mammogram and was scheduled for a biopsy. Two weeks later, she was diagnosed with Stage 1 breast cancer.

"I didn't really know what to think, I was scared and overwhelmed. I knew that I needed to fight this," recalled Jamie.



(Above) Jamie, a breast cancer survivor who received lifesaving care right here at our community hospital.

(Right) Members of our Diagnostic Imaging team who are eagerly awaiting the arrival of our new mammography machine.

When Dr. Grace Wang, performed a lumpectomy to remove the lump in Jamie's breast, she discovered nine other cancerous spots, making the total tumor size much larger and bumping her into Stage 2 breast cancer.

A treatment plan was set in place for Jamie which included four rounds of chemotherapy.

This year, with the support of generous donors in our community, our Headwaters Health Care Foundation purchased a new mammography machine which includes a specialized 3D breast screening tool that provides early diagnosis. This piece of equipment allows for better screening for dense breasts and reduces false positive rates.

Jamie's breast cancer was detected within the early stages which made it possible for her to get the treatment she needed when she needed it, right here at our community hospital. Jamie is cancer free today.

Our new mammography machine is en route to our hospital and thanks to your generosity other patients, like Jamie, will be able to share the same success story.



What makes us proud

Our COVID-19 response

The Hills of Headwaters Collaborative Ontario Health Team was part of a regional pandemic response. Together with our care partners, we launched a new program to support caregivers in our community, supplied personal protective equipment, developed a Remote Patient Monitoring Program, managed an outpatient Cold and Flu Clinic and supported outbreaks in Long-Term Care.



Kat, a local caregiver supported by our new program, with her son Atlas and his assistant dog, Harris.



"A big thank you to all those who cared for me during my visit to the hospital. Even with COVID-19 and the added stress it has caused I was treated with such care and regard from the moment I entered the hospital to my discharge. Everyone, and I mean everyone, was amazing!"

- Community Member

New Outpatient Pediatric Clinic

We opened our doors to a new outpatient pediatric clinic led by Dr. Rebecca Woolnough, offering rapid access to the full breadth of pediatric medicine for newborns and children; a first for the Dufferin-Caledon community.



Dr. Rebecca Woolnough, our new pediatrician.

Upgrading our aging infrastructure

Thanks to the generous support from donors, upgrades have been completed on the main entrance of the hospital to support wayfinding and access. We have also completed critical repairs to our hospital roof, ventilation system and flooring.



Our main entrance, renovated and open to patients, visitors and staff.

Enhanced vital sign monitors

We introduced 43 new vital sign monitors featuring touchscreen technology which enable our teams to complete monitoring and documentation directly at the patient's bedside.



Members of our Nutrition Services team.

Improved dietary program

Our team launched a new online dietary program to plan and deliver individualized meals that meet each patient's dietary needs. This program helps us provide more thorough meal plans, as well as improve how our diet orders are entered.

Delivering time sensitive drug information

Our Pharmacy team has rolled out a new electronic resources database that delivers time sensitive drug information; supporting each member of the care team in their decision making.



Sarah, Pharmacy Manager, who has spearheaded the implementation of our new database.

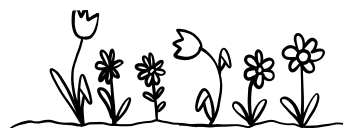


"I would like to thank Headwaters Health Care Centre for their continued sponsoring of the COVID-19 Assessment Centre in Orangeville. It is staffed by an efficient and very friendly team. We as a community are very fortunate."

- Community Member

Virtual tours of our Gardens

The Friendship Gardens, working with University of Waterloo, has launched a new App that allows users to see an overall map of the entire grounds and all 20 gardens including photos and videos. Our community can enjoy the work of our dedicated volunteers from anywhere at any time. The app can be found at www.friendshipgardens.ca.



Award winning physicians

Two of our Family Practice physicians, Dr. Stephen Milone and Dr. Stephanie Milone, were honored by the College of Physicians and Surgeons of Ontario as this year's Community Family Practice Recipients; celebrated for their contributions to the field and investment in mentoring others.

Recognized by Ontario Health (Cancer Care Ontario)

This is the third consecutive year our Oncology team was recognized by Ontario Health (Cancer Care Ontario) for their commitment to ensuring outstanding access to local care, especially during these unprecedented times.

What we are looking forward to

As we plan for the future we know we need to remain flexible to the changing needs of our community, support a continued culture of collaboration and pursue excellence in everything we do.

Completing Accreditation with flying colors

Our Accreditation efforts were postponed due to COVID-19 and we look forward to maintaining our Exemplary standing, the highest level possible from Accreditation Canada.

Replacement of our Health Information System

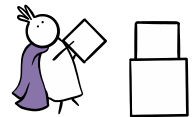
Our partnership with Collingwood General and Marine Hospital, Georgian Bay General Hospital and Royal Victoria Regional Health Centre to provide a seamless integration of information between hospitals was put on pause while our teams managed the pandemic. This pause provided the opportunity to add a patient portal to the system which will enable our patients to be more involved with their own care when the system launches later this year.



Headwaters Heroes from across various areas of care who are working on our Health Information System replacement.

Creating a framework for ongoing success

The Hills of Headwaters Collaborative Ontario Health Team introduced a Transformation Lead who is building an organizational framework for Dufferin-Caledon's Ontario Health Team. This framework will support improved models of care that are patient-centered, efficient and simplified for patients and providers in the region.



Building for the future

As part of our commitment to continue to meet the care needs and improve the experience of those who work and receive care here, we are renovating our hospital. Working with our Patient Family Advisors we are planning for future hospital renovations, upgrades to our parking and ongoing critical roof repairs.

Making every dollar count

We are establishing a Hospital Improvement Plan that will assess opportunities for savings and efficiencies across our hospital; ensuring every dollar we receive is spent in a way that delivers value for our community. We will focus on making smart decisions that safeguard our services for those who need us, now and into the future

Long-term planning with our community

We are creating a Clinical Priorities Plan as a roadmap for the next five-years; outlining how we want our hospital to be based on the needs of our community, patients, families and caregivers.



Our Diabetes Education team - some of whom were redeployed during the pandemic to support the greatest needs of the hospital.

Ongoing emergency planning

Working with our care partners, we are planning for the future and the lasting impacts of this pandemic. We are part of emergency response preparations locally and across our communities. We are also active participants in provincial efforts to support and redirect hospital resources so pressure on the system can be relieved where it is most felt. Our team remains unwavering in its commitment to keep us all safe no matter what comes next.



Diane, Spiritual Care Program coordinator with Alex, Infection Prevention and Control, practitioner and a few of our lay chaplains, who were provided with infection prevention and control training.

Redefining Spiritual Care

We are refreshing our Spiritual Care Program to build on the inclusivity that exists at our hospital and to ensure that it is reflective of everyone who works and receives care here.

Investing in our greatest resource

In alignment with our strategic plan and values, we are developing a People Strategy. This strategy expresses our commitment to creating supports and tools that enable our teams to thrive.



Our indoor COVID-19 Assessment Centre - The Art of Storytelling/Photography.

Meet the team

Editorial

This Annual Report was made in collaboration with a team of dedicated volunteers. These are members of our community who have been personally impacted by our hospital and want to pay tribute to the difference it has made in their lives.

Governance

Our Board of Directors provide oversight in making strategic decisions, ensuring we provide quality care, safeguarding our financial well-being and staying abreast of health care best practices. We also have several committees which consist of senior leaders, directors and community members. They are a group of dedicated and dynamic people who help support Dufferin-Caledon.

Editorial

Adrianna Delfino
Patient Family Advisor

Dini Dimakos
Community Wellness Council, Hills of
Headwaters Collaborative Ontario
Health Team

Annie Gordon
Co-Chair, Patient Family Advisory
Partnership

Rick Mulligan
Patient Family Advisor

Miranda & James O'Connor
The Art of Storytelling

Wade Neal
Patient Family Advisor

Jeff Phillips
PTNR Productions Inc.

Cara Ware
Graphic Designer

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Health Integration, Chief Nursing and
Health Disciplines Executive

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Chief of Staff & Vice President,
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Health Care Foundation

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Medical Advisory Committee
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Vice President, General Medical
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Dr. Rupinder Dhillon
Chief of Medicine

Dr. Basem Hafazalla
Chief of Obstetrics & Gynecology

Dr. Dan Mozeg
Chief of Diagnostic Imaging

Dr. Mark Murphy
Chief of Anaesthesia

Dr. Paul Scotton
Chief of Emergency Medicine

Dr. Grace Wang
Chief of Surgery

Kim Delahunt
President & Chief Executive Officer

Anna-Marie Sutherland, Vice
President, Patient Experience,
Health Integration, Chief Nursing
and Health Disciplines Executive



This report is printed on 100% recycled paper generously donated
by PTNR Productions Inc.

Be part of health care in your community:

Join our team

Join our Patient Family Advisory Partnership

Volunteer with us at the hospital, in the gardens
(friendshipgardens.ca) or in the community

Donate to Headwaters Health Care Foundation at
hhcfoundation.com

For more information:

Connect with us any time by email at
info@headwatershealth.ca

Or visit us online at
www.headwatershealth.ca

We are partners in the Hills of Headwaters Collaborative,
the Dufferin-Caledon Ontario Health Team

Learn more at:
www.hillsofheadwaterscollaborative.ca



100 Rolling Hills Drive
Orangeville, ON
L9W 4X9
Phone: (519) 941.2410

@headwatershcc



Ontario Health
Central

Dufferin County Municipal Comprehensive Review Land Needs Assessment Update



Purpose:

- A status update on the Growth Management Strategy component of the County's Official Plan Review.
- Outline next steps.

Contents:

1. Introduction
2. Provincial Forecasts
3. Allocating the Provincial Forecasts
5. Land Needs Conclusions & Next Steps

1. Province updated Growth Plan in 2020, including **new forecasts**.
3. Official Plan Review updates Growth Management Strategy in 2-steps.
4. Step 1: Land Needs Assessment.
5. Step 2: use results to prepare Official Plan's Growth Management Strategy component.
6. Land Needs Assessments identify:
 - **If** a municipality needs to make **additional land** available for urban development;
 - The **amount** of additional land needed; and,
 - **How** that land should be made available through:
 - Intensification
 - Employment lands conversion
 - Settlement area expansion

The Province's New Forecasts for Dufferin.



	2021 Estimate	Old Forecast (2041)	New Forecast (2051)
Population	69,900	85,000	95,000
Employment	25,000	32,000	39,000

- Dufferin is **required to implement 2051 Forecasts.**
- Provincial **forecasts**, the Dufferin County Official Plan & its Growth Management Strategy are **revisited regularly.**

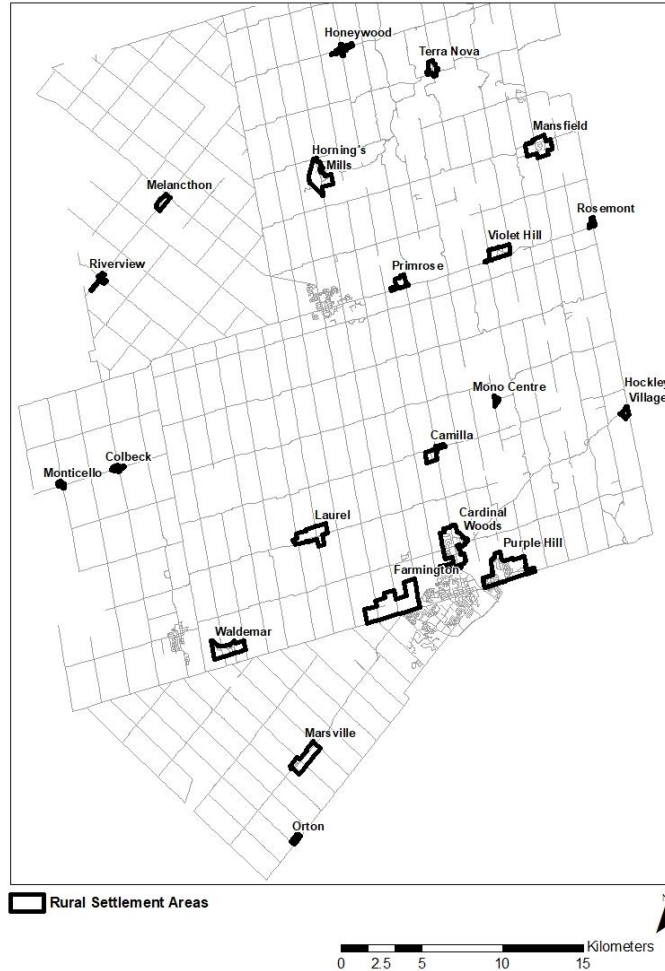
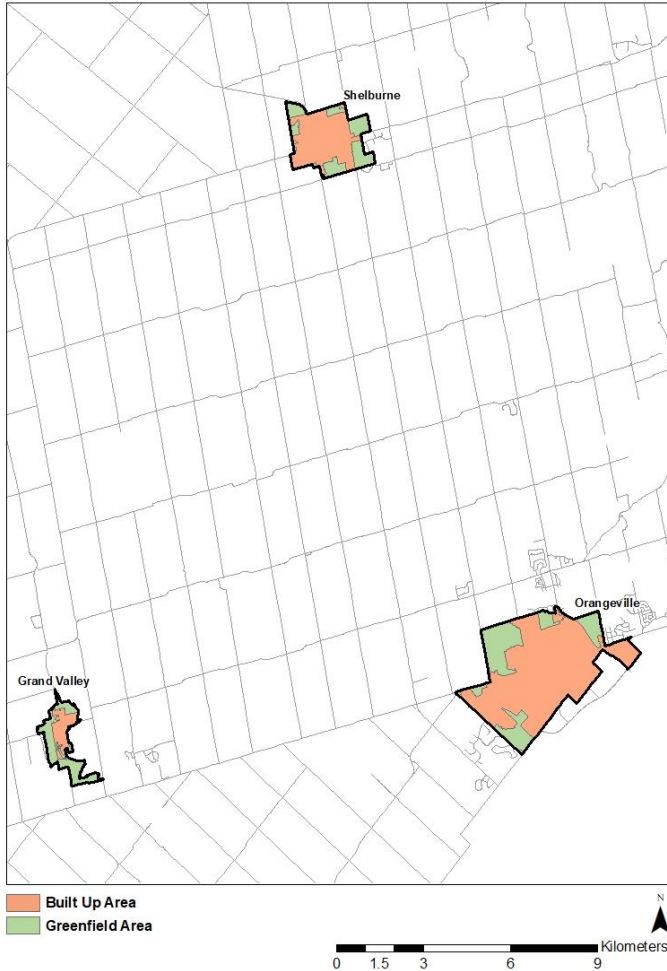
Allocating the Provincial Forecasts

Dufferin County is collaboratively allocating the forecast across the local municipalities.

Municipality	2051 Population	2051 Employment
Amaranth	5,112	1,738
East Garafraxa	3,961	995
Grand Valley	9,437	2,318
Melancthon	3,783	807
Mono	11,404	3,898
Mulmur	4,439	1,268
Orangeville	38,636	21,499
Shelburne	18,328	6,477
Total (rounded)	95,000	39,000

- The allocations consider:
 - *Growth to 2051*
 - *Servicing capacity and availability*
 - *Existing land supply and availability*

Allocating the Provincial Forecasts



- **Majority** of growth directed to serviced municipalities.
- Growth is allowed to “round out” in Rural Settlements.
- Growth outside Settlement Areas follows current trends.

- **Preamble**

- The land needs findings represent the maximum of what may be required, which can be reduced through increased **intensification** and **higher density** development.
- Existing County-wide intensification and density targets have been maintained.
- This assumes that local municipalities will continue to diversify their dwelling type mix.

- **Key Findings:**

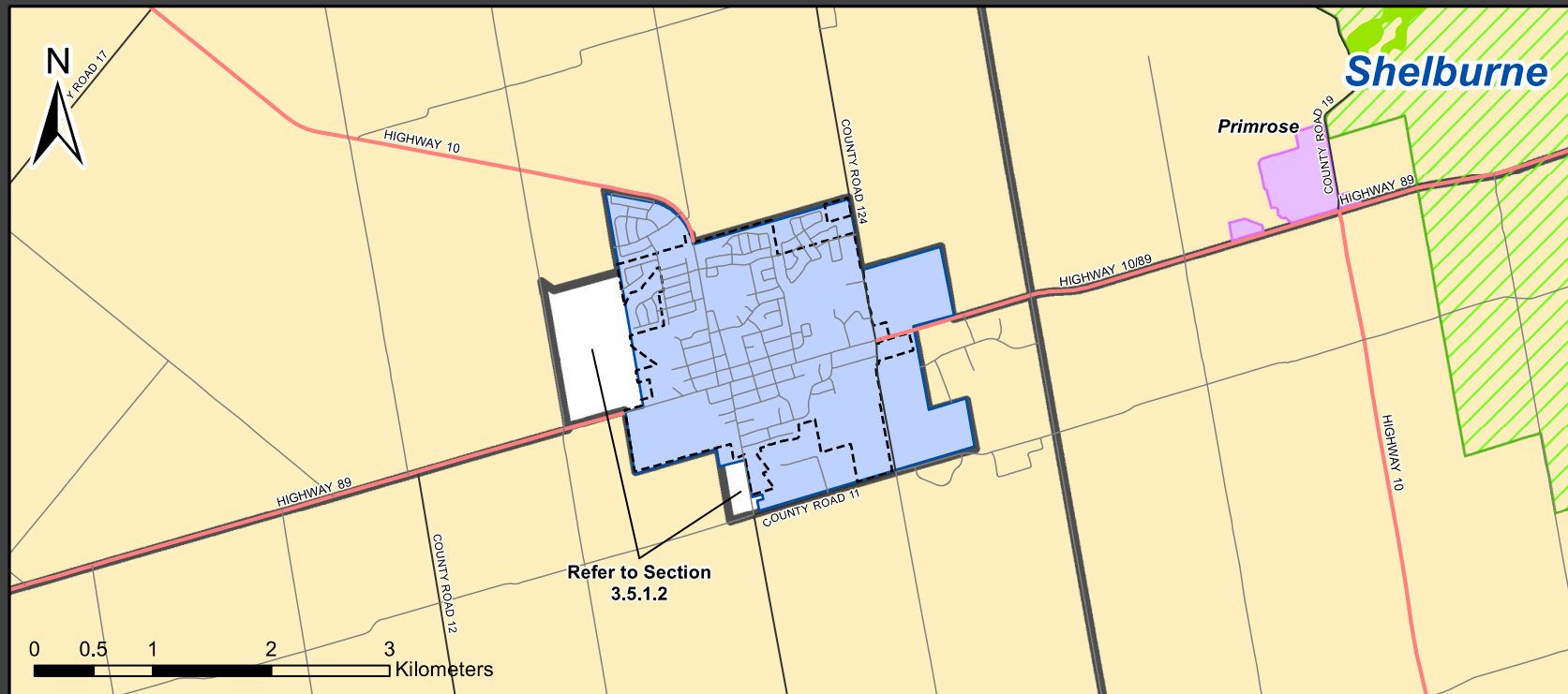
- **Residential land needs:** up to 56 ha in Grand Valley, 25 ha in Orangeville and 84 ha in Shelburne.
- **High-level commercial & institutional land needs:** Up to 4.8 ha in Grand Valley, 73.5 ha in Orangeville and 9.4 ha in Shelburne.
- **Industrial Land Needs:** no additional land needs identified, however, long-term industrial land supply should be closely monitored in Grand Valley and Shelburne.
- The existing greenfield residential land supply may run out by 2036 in Grand Valley, 2041 in Orangeville and 2028 in Shelburne.
- The existing municipality-wide commercial and institutional land supply may run out by 2042 in Grand Valley, 2029 in Orangeville and 2045 in Shelburne.

- **Recommendations & Next Steps**
 - Grand Valley & Shelburne should initiate settlement area expansions.
 - Orangeville has reached its corporate municipal limit and a strategic policy approach is necessary to allocate growth to 2051.

Municipal Comprehensive Review: Growth in Shelburne West

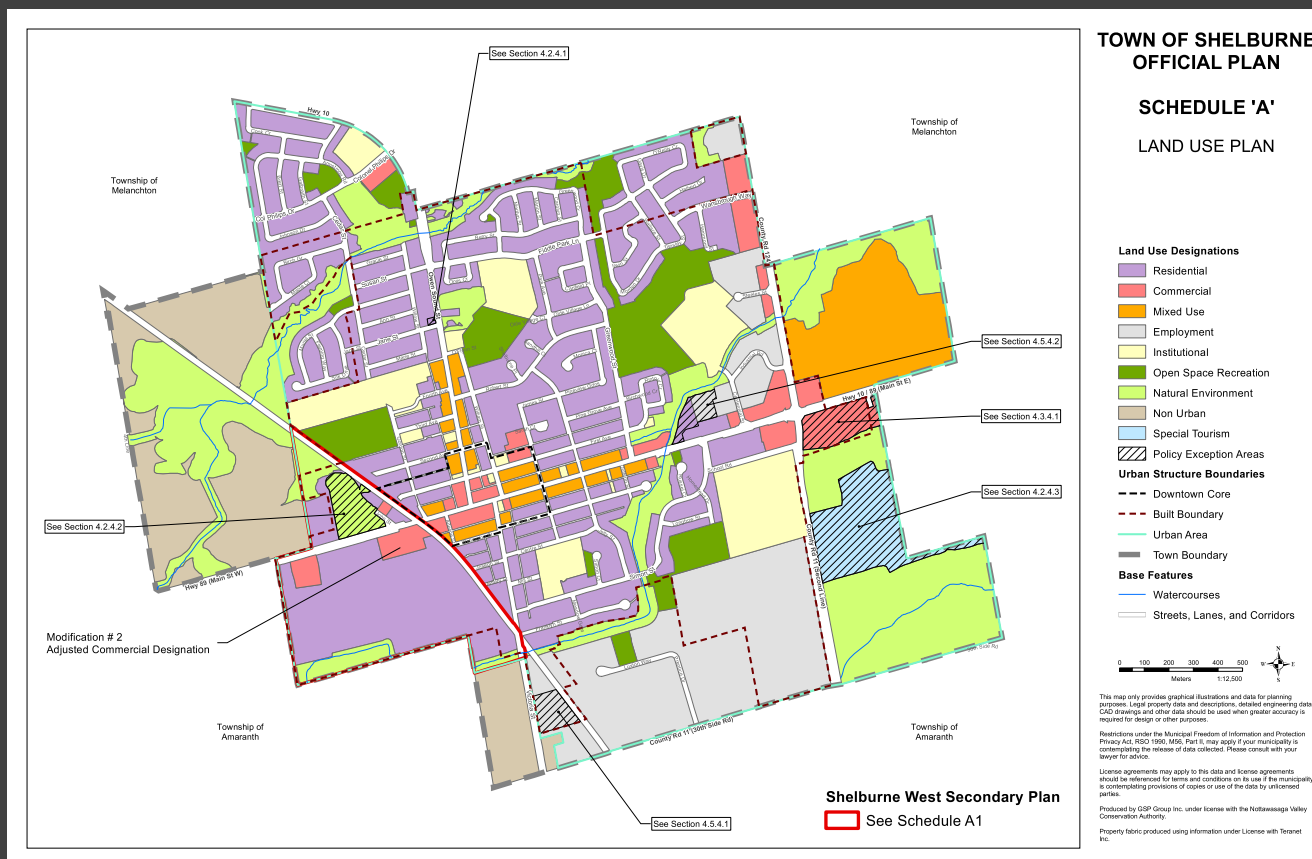
Flato Developments
Dufferin County Council Meeting
October 14, 2021

Shelburne Built Boundary



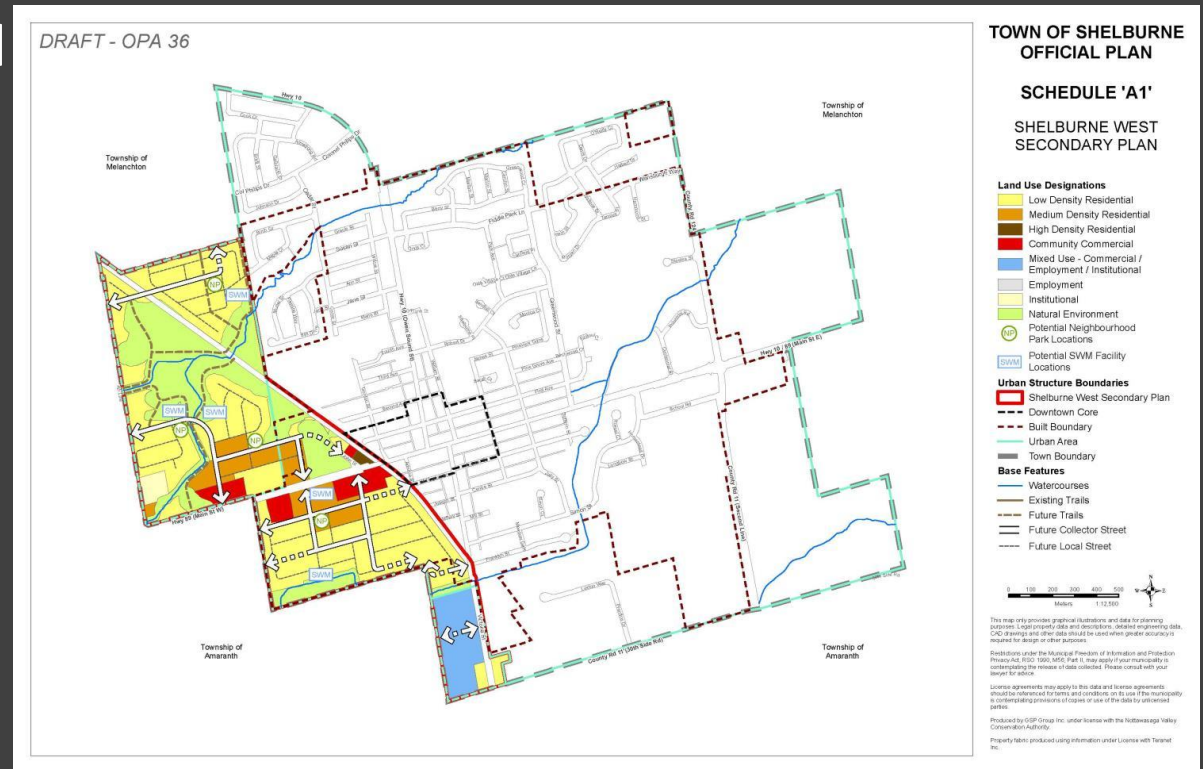
Dufferin County Official Plan:
Schedule B1 – Community Structure and Land Use

Shelburne Official Plan Land Use Plan



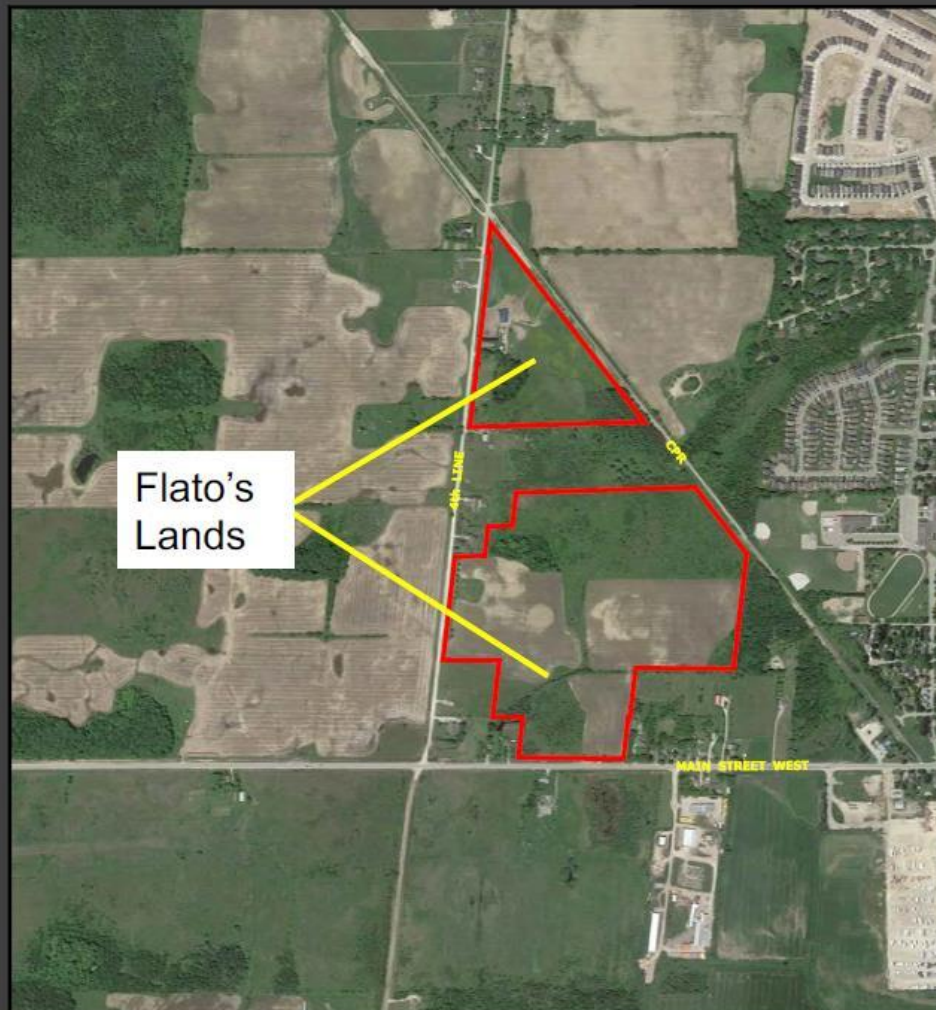
Planned Growth in Shelburne West

- OPA 34 and OPA 36 approval pending subject to confirmation of servicing (including a concept for development)
- Included in assumptions in Municipal Class EA's for water and wastewater with respect to future growth

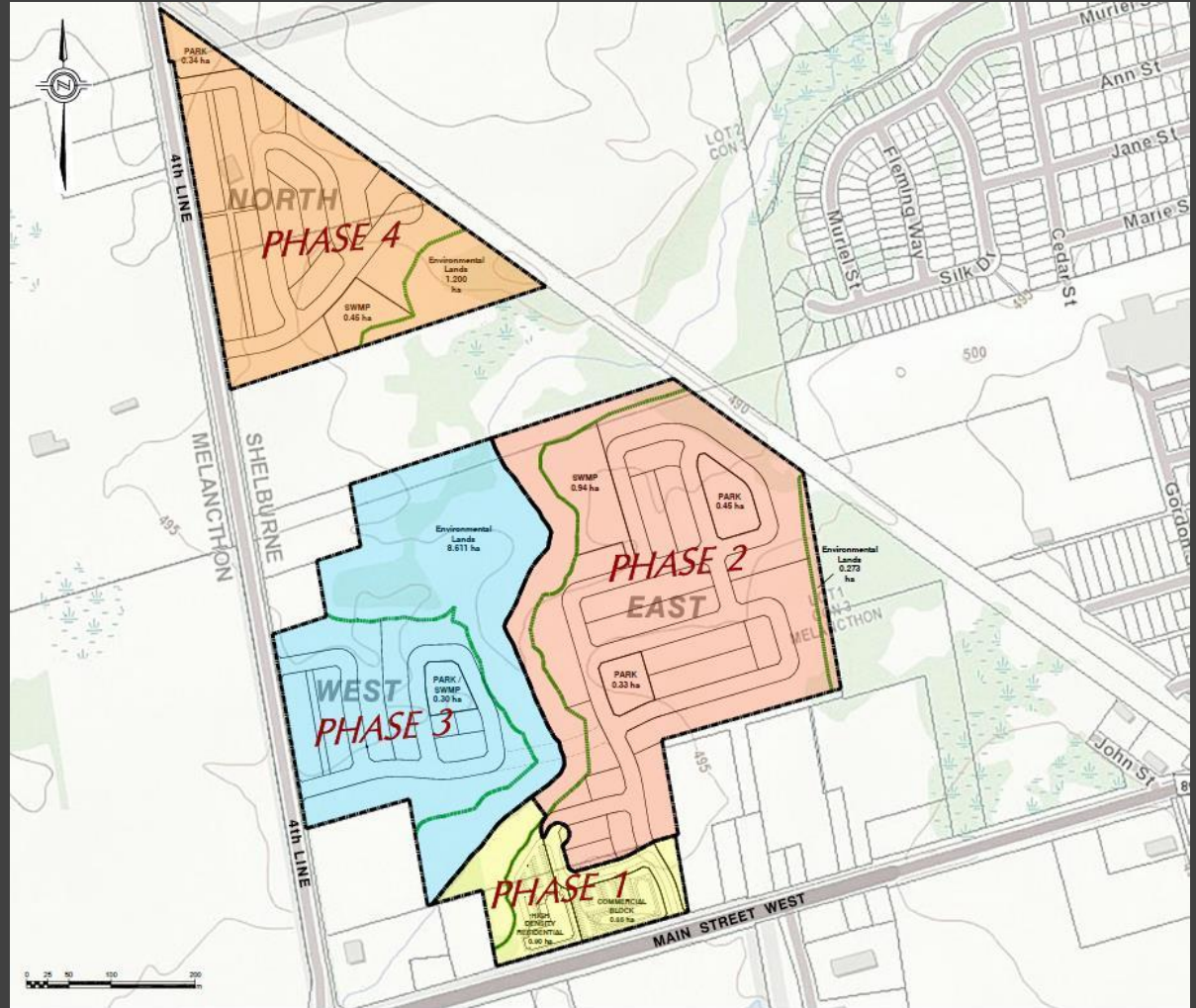


Flato's Lands in Shelburne

- 38.27 ha gross area



Conceptual Phasing Plan



Flato's Phase 1 Proposal

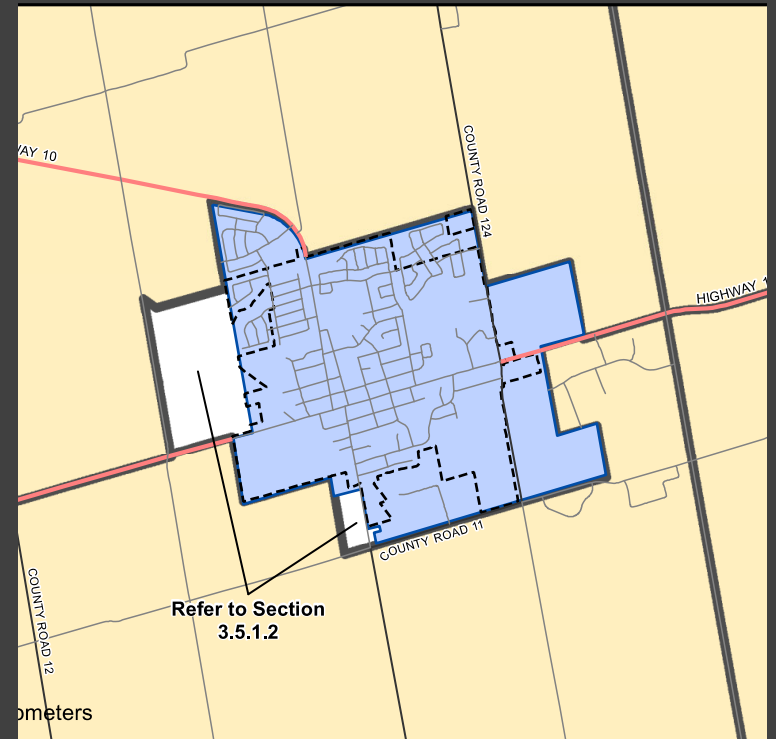
- OPA, ZBA & Plan of Subdivision to permit:

- 1,875 sq.m. of commercial plaza
 - 7,448 sq.m. senior's residence with 93 units
 - Public road with access from Main Street/Highway 89
- County OPA application submitted on March 23, 2021
- Town OPA, ZBA & Plan of Subdivision submitted on March 19, 2021
- Town Notice of complete application received on June 2, 2021



Conclusions

- Appropriate to include the lands in Shelburne West within the settlement area boundary
- The Town has already indicated an intention to bring additional lands into the settlement area and has plans to service the lands
- The use of Highway 89 should be considered in this evolving context of an urbanizing condition
- The proposal is consistent with and conforms to Provincial, County and Town policies and plans





September 1, 2021

Pam Hillock
Clerk/Director of Corporate Services
Dufferin County
55 Zina Street
Orangeville, ON L9W 1E5
Dear Ms. Hillock,

Re: Dufferin County Official Plan - Municipal Comprehensive Review

We are the planning consultant for DiPoce Management Ltd. ("DiPoce") with respect to their property on the west side of the Town of Shelburne. The site is approximately 17.5 hectares in size and is located at the western termination of Maple Court street, generally east of 4th Line, north of the Trans Canada rail trail and south of Shelburne/Melancthon boundary Highway 10 (the "Subject Site") (see attached Location Map).

On behalf of our client, we have been monitoring the County's *municipal comprehensive review* ("MCR") process to update the County Official Plan as well as the Town's ongoing planning process with respect to growth. We understand that the County is in Phase 2 of their five-phase process for the MCR that was initiated in the winter of 2019, working towards the Provincial deadline for the MCR in 2022.

With respect to where growth should occur in the County, the west side of the Town of Shelburne should be included as a new area for growth in the County and in the Town. Growth on the west side of Shelburne would provide a logical extension to the existing settlement area boundary, in particular, the street adjacent to the eastern boundary of the site, McLean Court, could be extended directly into the subject lands.

Further, this area was already considered by the Town as an area for growth through the Shelburne West Secondary Plan and the pending Official Plan Amendment No. 36 (expansion of the Shelburne Settlement Area, Shelburne West Secondary Plan), subject to confirmation of servicing capacity (see attached). The Town has been completing a Municipal Class Environmental Assessment for water and wastewater upgrades that are planned to accommodate future growth in all parts of the Town, including these lands on the west side.

It is our opinion that allocating growth through the expansion of the Town of Shelburne settlement area in the Shelburne West is appropriate, is consistent with the 2020 PPS and the Growth Plan policies. As such, we request that the County include the expansion of Shelburne's settlement area boundary on the west side of the Town as

an area for growth in the County, through the *municipal comprehensive review* process.

If you have any questions or would like to discuss this matter, please do not hesitate to contact myself or Mojgan Rasouli of our office.

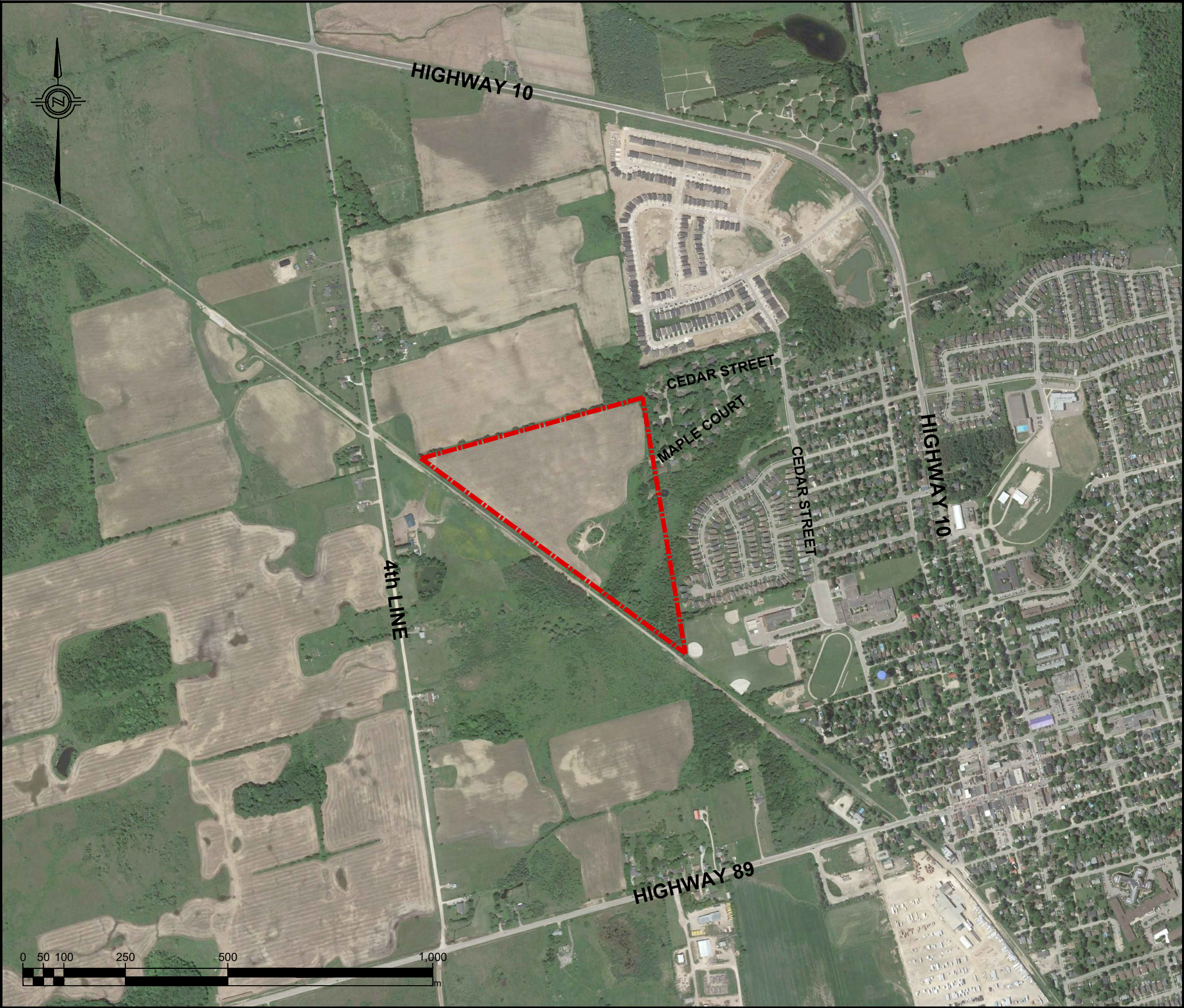
Yours very truly,

Bousfields Inc.



Emma West

cc: *Darrell Keenie & Jenny Li, Economic Development and Culture, Dufferin County*
Jim Moss, Director, Development and Operations, Town of Shelburne



DiPoce Lands

Town of Shelburne, Dufferin County

AERIAL LOCATION MAP



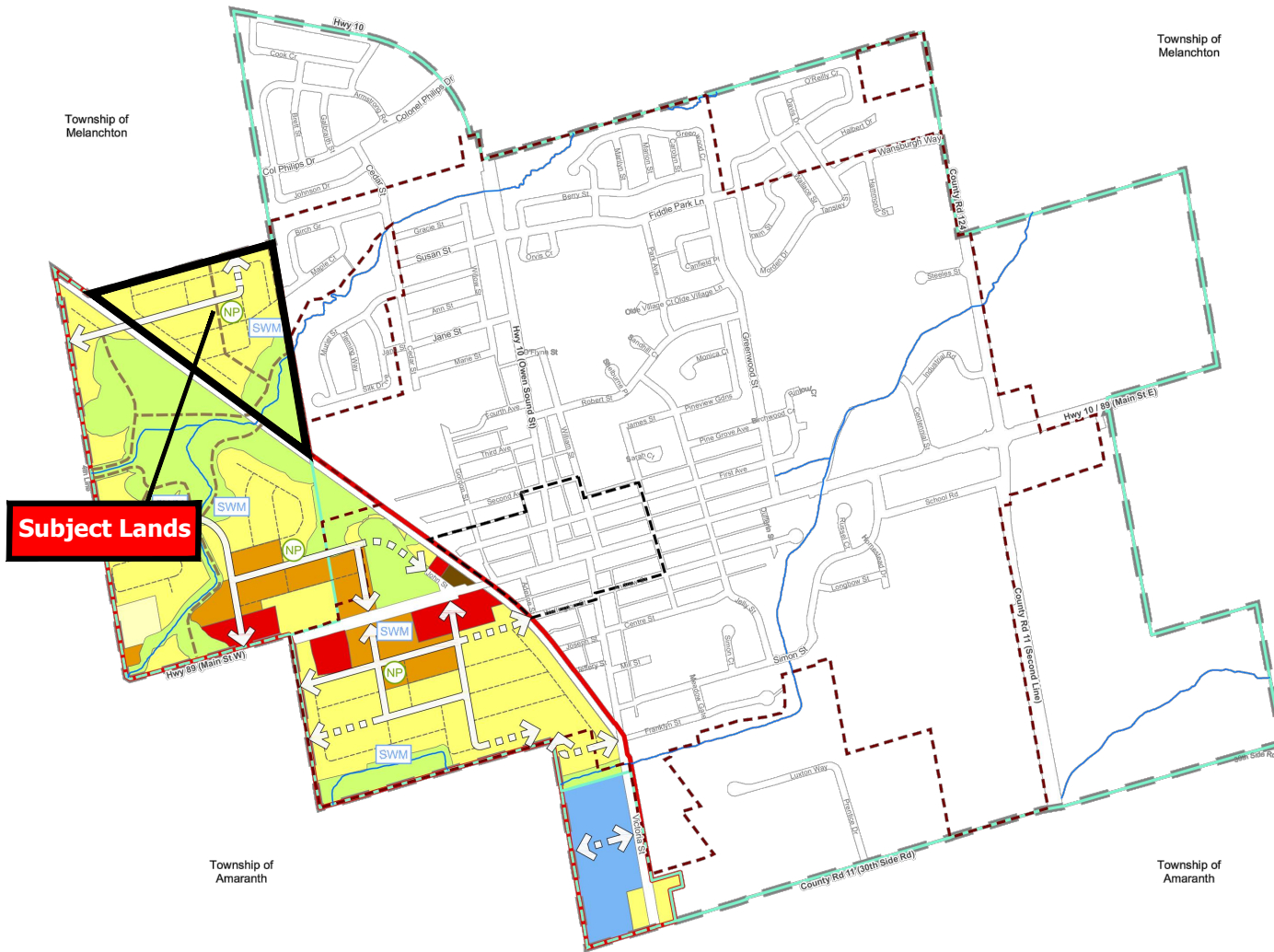
Subject Lands = 17.6 ha

DRAFT - OPA 36

TOWN OF SHELburne OFFICIAL PLAN

SCHEDULE 'A1'

SHELburne WEST SECONDARY PLAN



Land Use Designations

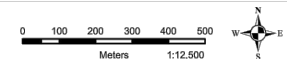
- Low Density Residential
- Medium Density Residential
- High Density Residential
- Community Commercial
- Mixed Use - Commercial / Employment / Institutional
- Employment
- Institutional
- Natural Environment
- NP Potential Neighbourhood Park Locations
- SWM Potential SWM Facility Locations

Urban Structure Boundaries

- Shelburne West Secondary Plan
- Downtown Core
- Built Boundary
- Urban Area
- Town Boundary

Base Features

- Watercourses
- Existing Trails
- Future Trails
- Future Collector Street
- Future Local Street



This map only provides graphical illustrations and data for planning purposes. Legal property data and descriptions, detailed engineering data, CAD drawings and other data should be used when greater accuracy is required for design or other purposes.

Restrictions under the Municipal Freedom of Information and Protection Privacy Act, RSO 1990, M56, Part II, may apply if your municipality is contemplating the release of data collected. Please consult with your lawyer for advice.

License agreements may apply to this data and license agreements should be referenced for terms and conditions on its use if the municipality is contemplating provisions of copies or use of the data by unlicensed parties.

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DIVERSITY, EQUITY & INCLUSION COMMUNITY ADVISORY COMMITTEE MINUTES

Wednesday, September 8, 2021 at 7:00 p.m.

The Committee met at 7:00 p.m. by video conference.

Members Present: Councillor Steve Anderson (joined at 7:22 p.m)
Althea Alli
Christie Lazo
Trisha Linton (Co-Chair)
Alethia O'Hara-Stephenson
Angela Pollard (staff liaison, non-voting)
Preeya Rateja

Members Absent: Councillor Sandy Brown
Jordan Dedier
Sabina Greenley (prior notice)

Staff Present: Sonya Pritchard, Chief Administrative Officer
Laurel Yarenko, Administrative Support Specialist
Melissa Kovacs Reid, Waste Services Manager
Sana Ahmed, Waste Services Communications
Coordinator

Trisha Linton, Co-Chair, called the meeting to order at 7:03 p.m.

LAND ACKNOWLEDGEMENT STATEMENT

Alethia O'Hara-Stephenson, shared the Land Acknowledgement Statement.

REPORTS

1. DIVERSITY, EQUITY & INCLUSION COMMUNITY ADVISORY – September 8, 2021
Item #1 – Diversity, Equity and Inclusion Community Advisory Committee Minutes
– July 14, 2021

Minutes of the Diversity, Equity and Inclusion Community Advisory Committee meeting from July 14, 2021 for information.

PRESENTATION

2. DIVERSITY, EQUITY & INCLUSION COMMUNITY ADVISORY – September 8, 2021 Item #2 – Waste Services Presentation

Melissa Kovacs, Waste Services Manager, and Sana Ahmed, Waste Services Communications Coordinator provided a presentation to the committee regarding the Waste Services division. Dufferin County Waste Services provides services to all 8 municipalities and have over 23,000 stops that require collection. They discussed their current programs such as curbside collection, household hazardous & electronic waste, Take it Back, Dufferin Waste App and the Waste Reduction Education Program, as well as the different communication channels they provide their information and promotions through.

After the presentation the committee provided the following recommendations to the Waste Services division:

- Provide the Waste Services guide in different languages
- Make translation services available on the website
- Find ways to communicate with different community groups to help educate residents

Councillor Anderson joined at 7:22 p.m.

DISCUSSION

3. DIVERSITY, EQUITY & INCLUSION COMMUNITY ADVISORY – September 8, 2021 Item #3 – Committee Terms of Reference Discussion

The committee discussed the newest draft of the Terms of Reference and agree that the terms will allow them to stay focused on examining County Services with a Diversity, Equity and Inclusion lens.

4. DIVERSITY, EQUITY & INCLUSION COMMUNITY ADVISORY – September 8, 2021 Item #4 – Selection of a Co-Chair

The committee will hold off until the new members have been appointed.

5. DIVERSITY, EQUITY & INCLUSION COMMUNITY ADVISORY – September 8, 2021
Item #5 – Committee Openings Discussion

The County has received 3 letters of interest to date for the vacant committee spots. The deadline was extended to the end of next week and the committee was urged to spread the word to anyone they may think would be interested in applying.

DISCUSSION

Alethia O'Hara-Stephenson discussed National Day of Truth and Reconciliation on September 30 and if the committee would be interested in partnering with the Town of Shelburne. The committee agreed this would be a good idea and Alethia will provide more information on how they can promote and participate.

ADJOURNMENT

The meeting adjourned at 8:11 p.m.

Next Meeting: October 13, 2021 at 7:00 p.m.
Video Conference

Respectfully submitted,

Trisha Linton, Co-Chair
Diversity, Equity & Inclusion Community Advisory Committee

REPORT TO COUNCIL

To: Warden White and Members of Council

From: Aimee Raves, Manager of Corporate Finance, Treasurer

Meeting Date: October 14, 2021

Subject: **Small Business Property Subclass**

In Support of Strategic Plan Priorities and Objectives:

Good Governance – ensure transparency, clear communication, prudent financial management

Purpose

The purpose of this report is to provide Council with background information regarding the Optional Small Business Subclass and determine next steps.

Background & Discussion

On November 5, 2020 when the Ontario government released its 2020 budget it included a section titled, "Enabling Property Tax Relief for Small Business." This section introduced the ability for municipalities to create an optional Small Business Property Subclass. On May 14, 2021, Ontario Regulation 331/21 and 332/22 were released. The full regulations can be found on their website through the following links:

<https://www.ontario.ca/laws/regulation/r21331>

<https://www.ontario.ca/laws/regulation/r21332>

The regulations are very broad on how the program can be applied and leave much of the decision making to municipalities including the eligibility requirements and the definition of a small business. The subclass tax reduction can be applied to commercial and/or industrial class properties, with the discount being up to 35% of the rate for that class. In simplest terms, if a small business property owner normally paid \$1,000 in taxes, with the reduced rate they would only pay \$650 if the full 35% discount were applied.

Municipalities are required to appoint a Program Administrator to administer the program as well as an Appellate Authority to hear any appeals of the Program Administrator's eligibility decisions. The regulation strongly recommends consultation with local business stakeholders and other interested parties prior to implementation.

Through the DMOA meetings, municipal Treasurers from across the County have been discussing this topic since the initial introduction last fall. It was decided to wait until the regulations were issued prior to making any recommendations in Dufferin. As the regulations have the most potential impact on Orangeville and Shelburne, over the summer County staff met with both their finance and economic development staff to discuss whether the regulations could benefit Dufferin business owners.

Overall staff are unsure as to whether the introduction of such a subclass will ultimately benefit small business owners. This report highlights the key considerations and challenges identified surrounding the implementation of the small business property subclass.

Small Business Definition

The legislation does not include any definition for small business and leaves this at the discretion of the municipality based on local priorities and needs.

There are a variety of definitions for what qualifies as a small business depending on who you ask. The following are some examples

- Firms that have fewer than 100 employees – Industry Canada
- Companies that have a credit limit under \$500,000 – Canadian Bankers Association
- Under \$1 million in exports – Export Development Canada
- Annual revenues under \$10,000,000 - Canadian Small Business Financing Program
- Under 100 employees and revenues between \$30,000 and \$5,000,000 – Treasury Board of Canada Secretariat
- Under 100 employees – Ontario Small Business COVID Recovery grants

Other considerations in eligibility may be square footage of business, assessment value of property, location (within a Business Improvement Area) or even number of locations. Some of these may preclude a number of businesses within Dufferin.

According to Economic Development, at the end of 2020 Dufferin had 7,244 businesses. Only 2,184 of these had less than 100 employees. Of the remaining, 28 businesses have

more than 100 employees and 5,032 businesses are considered indeterminate. These businesses are identified by Statistics Canada but they are unable to determine the size of the business. Typically, indeterminate businesses do not maintain an employee payroll, but may have a workforce which consists of contracted workers, family members or business owners.

Depending on the definition used for a small business a number of businesses may be excluded. It should also be noted that home based businesses would all be excluded as they fall under the residential property class and not the commercial and industrial classes that the new subclass is applicable to. The first step would be to agree on a definition of small business. Consider our duty to consult, do we consult before or after we define what a small business is for this purpose and who do we consult?

Timelines

Once eligibility requirements are established the next step would be to determine which properties are eligible. MPAC would need to be informed by the beginning of October which properties would fit within the new subclass in order for them to be captured on the 2022 property tax roll in the new category. With the eligibility requirements still to be determined and the duty to consult it was felt that these timelines were not achievable for 2022.

Alternatively, eligible properties could be added to the new subclass after the October date but impacted municipalities would then need to increase their tax write offs for the 2022 in order to fund the anticipated loss tax revenue. Without knowing the value of the properties impacted how much do tax write offs need to increase, it could be tens of thousands of dollars for some municipalities and possibly more for others. The exact amount cannot be determined without further information.

Redistribution of Tax Burden

When creating a new property tax class or subclass there are often implications on the other classes. When a portion or all of one class is subject to a reduction there are a couple of options to accomplish this. One would be to reduce the budget by the amount of the reduction in taxes. In order to achieve such a reduction, municipalities would likely need to look at cutting services. With the current economic pressures many are facing this is not a realistic option. The second option would be to shift the burden between classes. This would result in an increase to all other property classes. In Dufferin County, over 83% of our taxes come from residential properties, nearly 12% come from commercial and industrial properties, 2.5% from farmlands and the balance from multi-residential

buildings, pipelines and managed forests. Residents and farmers are experiencing the same economic pressures and CPI increases as municipalities, shifting the burden to them could greatly impact many others.

With 2,184 businesses in Dufferin with less than 100 employees, this equates to 30% of all businesses. If we were to apply the same 30% to the total assessment value for commercial businesses, we would see approximately \$326,000 of County tax levy shift between classes if a 35% reduction were applied. This would equate to approximately \$156 in County tax levy savings per \$100,000 of assessment for a commercial business, whereas residential property tax owners would end up paying \$2.90 more per \$100,000 of assessment. If a 10% discount were applied the savings would be approximately \$26,500 or \$44 in County levy per \$100,000 of assessment creating an increase of nearly \$0.23 per \$100,000 of residential assessment. Note these are rough estimates only and a more detailed analysis would need to occur for more accurate numbers.

With the ultimate goal to benefit small businesses the question arises whether we are actually benefiting those we are trying to help. The lack of clarity in the definition of small business results in difficulty in calculating the true impact of the potential changes. How many businesses will it apply to, will landlords pass it on to their tenants, who will police whether this is done. What is the impact if shift within commercial and industrial classes or if we shift across all classes?

Discount Rate

The next consideration is what level of discount rate to apply. With a permissible discount up to 35% the table below outlines the potential of varying rates. Some things to consider, if a discount rate of more than 18% is used it will cause the commercial rate to be lower than the residential rate causing eligible commercial property owners to pay less tax than residential property owners. This will not bode well for home based business owners who will suddenly be paying a higher tax rate than those within commercial spaces.

Tax Class	Tax Ratio (as %)	Discount	Adjusted Tax Ratio
Residential	100%		
Commercial	123%	0%	123%
SB Commercial	123%	10%	111%
SB Commercial	123%	20%	98%
SB Commercial	123%	35%	80%
Industrial	220%	0%	220%

SB Industrial	220%	10%	198%
SB Industrial	220%	20%	176%
SB Industrial	220%	35%	143%

Administrative Burden

As outlined in the regulation it is up to municipalities to administer this program. There is consensus amongst the member municipalities that this program would not be able to be administered within the existing staffing compliments. Consideration would need to be made for the upfront work required to determine which properties would fit within the new subclass. The ongoing maintenance as businesses change to ensure the properties are classified properly as well as the time required to manage appeals.

Per the regulations, appeals are to be handled at the municipal level. The current appeal process for all other property matters is handled through MPAC. The question of fairness is raised as this burden is placed on municipal staff. Who is the right staff person to take on this role or should an independent third party be used and at what added cost? The time to investigate and reach a decision on appeals will also add to current staffing constraints.

The regulations do permit properties to be shifted into the new subclass through an application process. If we were to estimate 1,800 applications per year, one hour to review each application, that would equate to an additional FTE. However, the applications would be required in time to include on the tax rolls and thus need to be reviewed in a much shorter time period, resulting in the need for even more staff.

Ultimately this new program will create an administrative burden for all municipalities as the work will be done at the lower tier level. If an application process were to be used it would also create an administrative burden for already strapped small business owners.

Financial, Staffing, Legal, or IT Considerations

The ultimate decision to implement a new property subclass lies at the upper tier level. Property tax administration is handled at the lower tier level thus it is important to consider the full implications of such a change on them as well. It is important to consider the true cost benefits of such a program. The additional administrative burden will likely require an increase in resources at some if not all municipalities which could possibly offset the tax savings the small businesses would receive.

Economic Development staff highlight the number of small businesses that may not even be able to take advantage of the potential savings as many fit in the indeterminate category and may be home based businesses. Concern was also raised whether business owners would see the savings, the tax break would only apply to property owners and it is unclear how to ensure landlords would pass on the savings. Any shift in property taxes would result in an increase for all other classes including agriculture and residential.

Staff are not aware of any municipalities other than the City of Toronto who are considering implementing the new subclass for 2022. Most municipalities will examine the pros and cons over the next year in order to consider for 2023 implementation, although most are seeing the same concerns as raised within this report. In order to move forward it would be valuable to engage a consultant who can analyze both the potential benefit to small business owners as well as the impact on each individual lower tier and the County.

Recommendation:

THAT the report of the Manager of Corporate Finance, Treasurer, "Small Business Property Subclass" dated October 14, 2021, be received.

Respectfully Submitted By:

Aimee Raves, CPA, CMA
Manager of Corporate Finance, Treasurer

REPORT TO COUNCIL

To: Warden White and Members of Council

From: Sonya Pritchard, Chief Administrative Officer

Meeting Date: October 14, 2021

Subject: **Monthly Update from Outside Boards**

In Support of Strategic Plan Priorities and Objectives:

Good Governance - ensure transparency, clear communication, prudent financial management

Purpose

The purpose of this report is to provide Council with an update of activities from outside boards and agencies.

Background & Discussion

Wellington Dufferin Guelph Health Unit

Representative(s): Councillor Guy Gardhouse and Ralph Manktelow
Meeting date: September 8, 2021

Highlights: The Board had a presentation from Rita Isley, Director of Community Health and Chief Nursing Officer to provide a COVID-19 Vaccine Update. By the end of August 25,261 doses of the vaccine had been administered. In September WDG Public Health continued to offer vaccination opportunities across the region, with hubs sites in Guelph, Fergus and Orangeville, mobile sites rotating to rural areas, and outreach pop-up clinics.

Documents attached: [Board of Health Agenda for September 8, 2021](#)

Niagara Escarpment Commission (NEC)

Representative(s): Councillor Janet Horner

Meeting date: September 16, 2021

Highlights: The Board was presented a staff report "Niagara Escarpment Plan Agricultural Policies." The report provided a synopsis of the background and agricultural policies, while highlighting areas where the NEC has expressed concerns regarding the policies.

Documents attached: [Niagara Escarpment Commission Agenda – September 16, 2021](#)

Next Meeting: November 17, 2021

Dufferin Board of Trade (DBOT)

Representative(s): Councillor Sandy Brown

Highlights: The Dufferin Board of Trade is celebrating Small Business Month by launching their new shop local campaign Dufferin Days. Dufferin Days promotes all businesses in the County by encouraging consumers to play local, eat local, and love local. Every time a customer shops locally, eats at a local restaurant, uses local services, or buys online on a local website, they can enter to win a \$500 grand prize, or one of several smaller prizes.

Attached: [Dufferin Board of Trade Newsletter – October 2021](#)

Headwaters Communities in Action

Representative: Warden Darren White

Highlights: Community Grants planning for 2022 has begun. HCIA has been working with County staff to move the application process online to make it easier for the applicants and the review committee.

Attached: Headwaters Communities in Action Report – September /October 2021

Western Ontario Wardens' Caucus (WOWC)

Representative(s): Warden Darren White, Chief Administrative Officer Sonya Pritchard

Next Meeting date: Full Caucus meeting, October 22, 2021

SWIFT Board of Directors

Representative: Chris Gerrits

Recommendation

THAT the report of the Chief Administrative Officer, dated October 14, 2021 with respect to Reports from Outside Boards, be received.

Respectfully Submitted by:

Sonya Pritchard, C.P.A., C.M.A
Chief Administrative Officer

REPORT TO COUNCIL

Headwaters Communities in Action

Representative: Warden Darren White
Meeting report of September-October 2021

Highlights: DC Grants Round 2 review complete and planning for 2022 has begun. CSWB Integration Table kicked off, DC-HCIA Co-chairing; Farm to School: No access to schools yet; Local Food Club offered monthly Aug-Dec 2021; Education Workshops offering remote options, virtual farmer visits; Learning Circle grant approved. HFFA Harvest Dinner Sep 30 at Millcroft Inn; Fundraising training and efforts continue; DC MOVES Forum Sep 23 and DCEC funding application to UWGDW for LEAN and HCIA Community Connections.

Primary Activities:

HCIA Admin:

- DC Community and Food For Thought Grants Round 2 review was completed. GGS September meeting was cancelled, so final report will be presented to GGS Oct. 28. County and HCIA staff reviewed new online form and discussed next round launch plans as well as grantee outreach.
- First working meeting of the DC Community Safety and Well-Being Integration Table was held Sep. 20. Year 1 action plan drafted and road show to Lead Tables continuing. Next meeting December 15, 2021.
- Fundraising efforts continue for shared platform supports, community well-being collective efforts as well as program funding with grant-writing and events. LOIs submitted to UW GWD for rural grants and DCEC-Lived/living Experience Advisory Network.
- Monthly newsletters and weekly/ad hoc social media shares, including promotion of InDufferin initiatives and other opportunities for citizens to engage.
- Building capacity for Volunteer Dufferin coordination, Farm to School Facilitator, communications and admin resources.
- HCIA AGM being planned for late November.

Project Reports:

Volunteer Dufferin

- **Website**

- Users in September: 443 **-14%** versus August 2020
- Sessions in September: 607 **+0.17%** versus August 2020
- Registered Organizations: 134 **+1** since August 2021
- Registered Volunteers: 2,090 **+29** since August 2021
- Current Active Opportunities: 49 no change since August 2021

- **Social Media**

- 2,271 Followers (Facebook 734, Twitter 830, Instagram 707) **+2.5%** since July 2021
- Responding to outreach findings by sharing resources and planning training and development opportunities for volunteers and organization members.
- Seeking new funding from United Way WDG
- Networking with Ontario Volunteer Centre Network on advocacy for local volunteer centres.

HFFA and Farm to School (F2S)

- **HFFA**

- Fundraising Harvest Dinner was rescheduled to September 30, 2021 at Millcroft Inn in support of Farm to School. Speakers included Program Coordinator Allison Whitten, Local Food Club member testimonial and local farmer-educator Jeannette French.
- Next HFFA Hub meeting scheduled for October 8, 2021 10-noon.
- Exploring collaboration with Our Food Future Guelph on a symposium on regenerative agriculture and the circular economy.
- Continuing to connect with DC Economic Development, Tourism and Climate Action to share relevant content and citizen engagement opportunities.

- **Farm to School**

- Learning Circle project kicking off in October with a grant from Farm to Cafeteria Canada
- Still no access to schools as 2021-22 school year begins.
- Local Food Club remains based at OFB. September 28 delivered 60 packs including 12 to families in need. Advertising consistently in newspapers, In The Hills Magazine and promoting at events where appropriate.
- Farm to School and Upper Grand DSB/teacher contacts continue to finalize lesson materials to complement the virtual farmer visits and VegTrugs for schools.
- Program adaptations continue, supported by Ontario Trillium Foundation Resilient Communities Funding until end of 2021.

- **Handmade in Headwaters**

- Curated local gift boxes supporting and promoting Dufferin-Caledon makers were sold at the Think Local Market September 21, 2021 in Shelburne. Co-op placement ad

submitted to Upper Grand DSB for an entrepreneurial-minded student to run this project.

DC MOVES

- DC MOVES Forum held on September 23 discussed results of Barrett values and members' views on funding. Presentations from Habitat for Humanity, Workforce Planning Board, HCIA and DC Community Services.
- Information sharing continues through What's On The Move newsletters and Did You Know bulletins. DCEC Report to Community 2020 is published and is on the website.
- Letter of interest submitted to United Way GWD to activate DC Equity Collaborative's fourth pillar, development of a Lived/Living Experience Advisory Network.

REPORT TO COUNCIL

To: Warden White and Members of Council

From: Sonya Pritchard, Chief Administrative Officer

Meeting Date: October 14, 2021

Subject: **Vaccination Policies Non-Union Employees and Council**

In Support of Strategic Plan Priorities and Objectives:

Good Governance - ensure transparency, clear communication, prudent financial management

Purpose

The purpose of this report is to provide a vaccine policy for Council adoption based on the direction provided to staff at the Special meeting of Council on October 7, 2021.

Background & Discussion

Overview

At the September 9, 2021 meeting, County Council considered a report with respect to vaccine policy. Health Canada, Public Health Ontario and sources around the world continue to report that vaccines are incredibly effective in preventing serious illness, hospitalization and death. The federal government, provincial government, municipalities around Ontario, and many private businesses have implemented vaccination policies to protect employees, residents and customers. The Associate Medical Officer of Health issued an open letter on September 1st, 2021 strongly urging all employers in the region to adopt a vaccine policy. Effective September 22, 2021 proof of vaccination is required to enter non-essential businesses.

A motion was passed at the September 9, 2021 Council meeting directing staff to develop and implement a policy for staff. It was also requested that a policy that would apply to members of Council be brought forward.

As laid out in the report, the policy was to include the following:

- Proof of Vaccination Status or proof of medical exemption or proof of exemption under the Ontario Human Rights Code will be required by November 1st;
- Staff not providing the proof identified above will be required to attend an education session on vaccine safety and effectiveness;
- Staff not vaccinated will be required to undergoing regular testing (rapid antigen tests) prior to being onsite;
- Non-compliance may result in disciplinary action;
- Accommodations on human rights grounds will be considered on an individual basis.

Staff were also directed to consult with Wellington Dufferin Guelph Public Health and with the legal counsel. Following the meeting, staff commenced work on drafting a policy. This work included additional consultation with local municipalities (in particular the Town of Orangeville), further review of other municipal and community partner policies, review of updated directives for high risk settings (including long term care), and an assessment of the potential impact on services.

Council was provided an overview of the legal risk assessment at a Special meeting held on October 7, 2021. Direction was then provided to staff to proceed with drafting a policy that would require full vaccination of all employees by the end the current year with accommodation for those with valid medical exemptions or those with an exemption under the Ontario Human Rights Code. The Draft policy is attached.

Key details in the policy are:

- The policy applies to non-union staff. A separate policy required under a Directive from the Chief Medical Officer of Health is in place for Dufferin Oaks. A separate policy is also being prepared for members of Council.
- Employees are required to disclose their vaccination status and provide proof of vaccination by November 1, 2021
- Exemptions for the vaccination requirement which are applicable for people with a valid medical or Ontario Human Rights Code reason are available. Requests for exemption and supporting documentat must be provided by November 1, 2021.
- Employees who chooses not to be vaccinated without a valid exemption will be required to take educational training about the importance, safety and effectiveness of vaccination.

- Employees who choose not to be vaccinated without a valid exemption will be required to undergo regular rapid antigen testing starting the week of November 8, 2021. The cost of this testing will be paid by the County.
- Employees who still choose not to be vaccinated without a valid exemption by December 31, 2021 will have their employment with the County of Dufferin end.

It is our hope this final step will not be necessary for any employee and that we can support employees as they consider a decision about vaccination.

The health, safety and well-being of our employees and our community is our top priority and our goal is to protect everyone as best we can. The vast majority of our residents have been vaccinated, with some of our local municipalities achieving a vaccination rate of over 90% for a first dose. This tells us vaccination matters to our community.

Financial, Staffing, Legal Impact

Dufferin Oaks

Dufferin Oaks staff are not covered under the proposed policy and are currently subject to a policy developed under the latest directive from the Chief Medical Officer of Health dated October 1, 2021. Effective October 15, 2021 all employees, support workers and volunteers must be vaccinated to be onsite at Dufferin Oaks. Dufferin Oaks leadership is working with employees to increase vaccination rates as soon as possible to offset any impacts to staffing levels that may occur. Additional assistance is also being acquired through a qualified staffing agency.

Paramedics

Paramedics are hospital employees and subject to policies of Headwaters Health Care Centre (HHCC). HHCC has introduced a mandatory vaccination policy process requiring all employees to be vaccinated by November 15 or have their employment end. Currently, there are approximately 20% of paramedics who are not double vaccinated. The goal is that all team members will comply with the policy; however, should that not be the case it will result in a reduction of service in staffing/vehicle hours.

Mitigation strategies are being reviewed based on the final impact to staffing compliment which include the following considerations,

- Backfill any vacancies with part-time paramedics
- Recruit additional paramedics, as required

- Superintendents may be taken off first response vehicles and put back on Ambulance assignments until staffing levels are back up to required levels.
- Reduction of 3 to 1 paramedic per day to support the community paramedicine program
- 2nd Ambulance night shift (12 hours) in Orangeville Station will be down-staffed if required

Possible effects on the community:

- Longer wait times/delays for 911 calls (nightshift)
- Inability to take on new community paramedicine clients
- Hospital to likely see increased volume as a result of reduction in community paramedicine program support
- Overall reduction of Community Paramedic program

It is anticipated that it could take up to 3 months to re-establish current staffing level of service in all areas.

Public Works Operations

Although the vaccination status of all other County staff has not yet been confirmed, there is concern that service levels in public works operations could be impacted as a result of the vaccination policy. The exact impact cannot be assessed until the policy comes into effect. It must also be emphasized that recruitment for seasonal staff has been unsuccessful even without the introduction of a vaccine policy. Any reduction in staffing in this area would cause a decrease to the service level and would significantly impact snow plowing operations. Mitigation strategies are being investigated including contracting out elements of the service. Efforts in this direction are being made, but seeking contractors at this time of year is proving to be challenging. In the long term, it will be necessary to make significant changes to this service to ensure service levels can be maintained.

Other County Departments

Until proof of vaccination is confirmed it is not possible to assess the impact of the policy on other areas of the organization. Overall, it appears vaccination rates amongst staff are quite high. It is suspected that there are some areas of concern and every effort will be made to work with employees to encourage compliance within the time frame.

Human Resources

Throughout the course of the pandemic the Human Resources department has been required to take on additional duties and responsibilities to ensure the entire organization has been able to adapt to the ongoing changes. This has put considerable strain on the employees in this area and their workload is not sustainable even with some additional contract staff support. Employee concerns and issues will arise as a result of this policy and HR will need to dedicate time to address all aspects of labour relations. This will impact other areas of the organization and is likely to result in further delays in recruiting, other policy work and initiatives. To alleviate some of this increased workload staff have made arrangements for the County's third party ability claims provided to assist with confirming vaccination status, assessing requests for medical exemptions and providing education on vaccines to employees.

Financial Impact

The full financial impact of implementing the vaccination policy is not known at this time. Further analysis will be required once employee vaccination status has been provided and it's clear how many employees will need to undergo testing and education between November 8 and December 31, 2021. Assessment of the cost to end employment for those employees who choose not to be vaccinated by December 31, 2021 is not possible until more information with respect to specific employees is available. Staff will provide ongoing updates as information becomes available.

Recommendation

For the consideration of Council.

Respectfully Submitted by:

Sonya Pritchard, C.P.A., C.M.A
Chief Administrative Officer

Attached:

County of Dufferin Non-Union Employee Vaccine Policy DRAFT
County Council Vaccine Policy DRAFT

POLICY & PROCEDURE MANUAL

SECTION	Health and Safety	POLICY NUMBER	IPAC 1.06
SUB-SECTION	Infection Prevention and Control	EFFECTIVE DATE	
SUBJECT	COVID-19 Vaccination		
AUTHORITY	Council		

The County of Dufferin is committed to providing a safe working environment and taking every precaution reasonable in the circumstances for the protection of our employees, volunteers, contractors, elected officials and members of the public, from the hazard of COVID-19. A key element to help ensure this protection is putting in place a program requiring that employees are Fully Vaccinated (defined below) against COVID-19. The County of Dufferin has a legal duty under the *Occupational Health and Safety Act* (OHSA), to take every reasonable precaution to protect workplace health and safety, including hazards posed by infectious disease such as COVID-19 and associated variants.

The County of Dufferin considers vaccinations to be fundamental to the protection of individuals and the community, and to be consistent with the best available public health advice for prevention of the spread of COVID-19 and variants. This policy recognizes that those who are unvaccinated or partially vaccinated pose a significantly increased risk of becoming seriously ill from COVID-19 and also of spreading the SARS-CoV-2 virus to others, with significant impact on human health and service continuity. This policy aims to achieve full vaccination amongst County employees in alignment with Public Health recommendations and subject to limited exceptions in accordance with the *Human Rights Code* (Ontario).

PURPOSE:

The purpose of the COVID-19 Vaccination Policy is to provide guidelines pertaining to the expectations and requirements the County has of employees with respect to COVID-19 and vaccinations.

SCOPE:

This policy applies to all non-union County of Dufferin employees.

People working in certain departments or divisions may have obligations in addition to this policy under specific policies regarding COVID-19 vaccination or under regulations, legislation or guidelines applicable to them.

All new or rehired County of Dufferin employees, including returning seasonal and student employees, are required to be Fully Vaccinated against COVID-19 as a condition of being hired or rehired by the County of Dufferin, subject to limited exceptions in accordance with the *Human Rights Code* (Ontario).

The County of Dufferin also reserves the right to amend this policy as the County determines to be appropriate or required.

DEFINITIONS:**Fully Vaccinated**

An individual is defined as "Fully Vaccinated" once 14 days have passed after receiving their second dose of a two-dose COVID-19 vaccine series or their first dose of a one-dose COVID-19 vaccine series that is approved by Health Canada. This definition may be further broadened to include any additional doses of COVID-19 vaccination recommended by Health Canada.

PROCEDURES:**Responsibilities**

All levels of management are responsible for the administration of this Policy.

Managers are expected to:

- lead by example;
- provide proof of their COVID-19 Vaccination status and meet all other requirements outlined in this policy; and,
- ensure employees provide proof of their COVID-19 Vaccination Status, as outlined in this policy; and,
- ensure employees complete any required education or training related to Infection Prevention and Control, COVID-19, vaccinations and safety protocols.
- Create and foster a work environment free from harassment and disrespectful behaviour, as outlined in the County's [Harassment and Respectful Workplace Policy](#).

Employees are expected to:

- follow all health and safety policies and protocols;
- provide proof of their COVID-19 Vaccination status and meet the requirements outlined in this policy; and
- complete any required education or training related to Infection Prevention and Control, COVID-19, vaccinations and safety protocols.
- Foster a work environment free from harassment and disrespectful behaviour, as outlined in the County's [Harassment and Respectful Workplace Policy](#).

Support for Vaccinations

The County of Dufferin supports employees in obtaining their COVID-19 vaccination.

Wherever possible, employees are to schedule vaccination appointments around their work schedule. When not possible and with the permission of their immediate supervisor, County employees may be released on work time to be vaccinated while on-duty, without loss of compensation. If an employee cannot work because of vaccine-related side effects, employees are able to access any paid incidental time or short term disability benefits available to them by the County and as outlined in policy or by other government initiatives.

Continued Compliance with all Health and Safety Precautions

Unless a legislated or regulatory exemption applies, all County of Dufferin employees, elected officials, volunteers, contractors, and students working on an unpaid placement or internship are expected and required to continue to comply with applicable health and safety measures to reduce the hazard of COVID-19, including but not limited to compliance with established workplace access controls (e.g. screening), wearing a mask or face covering, using provided Personal Protective Equipment (PPE), maintaining appropriate physical distancing and self-monitoring of potential COVID-19 symptoms when at work or otherwise engaged in County business. The applicable Health and Safety measures are outlined in [Health and Safety Infection Protection and Control Policy](#).

Confidentiality

The information collected under this policy will only be used to the extent necessary for implementation of this policy, for administering health and safety protocols and infection and prevention control measures in the workplace, in accordance with applicable privacy legislation.

Proof of Vaccination Status

The County of Dufferin requires all employees to disclose their COVID-19 vaccination status. This requirement includes any applicable future COVID-19 vaccination(s) as determined by the Health Canada or the Ontario Ministry of Health.

By November 1, 2021, employees who have received one or more doses of an approved COVID-19 vaccine are required to provide proof of vaccination to the County's third-party ability provider. The only acceptable proof of vaccination is the COVID-19 Vaccine Dose Administration Receipt or other documentation provided by the Ministry of Health/Public Health, or equivalent out-of-province health body to the person who was vaccinated.

Individuals can download copies of their vaccination documentation at this link: covid19.ontariohealth.ca.

Individuals who have an outdated (red and white) health card or who do not have a health card issued by the province of Ontario can call 1-833-943-3900.

Employees may also be required to disclose their vaccination status by law or to otherwise give effect to this policy, including, but not limited to, situations where employees are directed to stay home as a result of the daily screening tool in order to comply with the clearance criteria to return to work (e.g. after experiencing symptoms, a COVID-19 exposure, or a travel quarantine exemption).

All new or rehired employees must provide the required proof of vaccination prior to commencing their employment. This policy shall form one of the conditions of employment which new employees accept as part of an offer of employment into such positions.

Request for Medical Exemptions for COVID-19 Vaccination

If an employee has a medical reason for not being vaccinated now or in the future, it is the individual's responsibility to provide the required medical documentation from a licensed physician or nurse practitioner to the County's third-party ability provider that sets out (i) a documented medical reason for not being Fully Vaccinated against COVID-19, and (ii) the effective time-period for the medical reason. Medical exemptions will be considered based on the criteria as set out by the Ministry of Health.

This information is to be submitted to the County's third-party ability provider by November 1, 2021. The County will be notified as to the outcome of their assessment.

The County will work with the individual to determine whether and how they may be accommodated, as required, in accordance with the *Human Rights Code* (Ontario). Without limitation, such measures may include changes to work assignments, work location, as well as regular rapid antigen testing.

Request for Exemption under the Ontario Human Rights Code for COVID-19 Vaccination

An employee may submit a written request for exemption under the Ontario Human Rights Code. The request must include an explanation of the ground and/or any supporting documentation to assist in the determination of exemption. Exemption requests and any related accommodation provisions under the Ontario *Human Rights Code* will be reviewed with the employee in consultation with Human Resources.

This information must be provided to Human Resources in accordance with the established process by no later than November 1, 2021.

The County will work with the individual to determine whether and how they may be accommodated, as required, in accordance with the *Human Rights Code* (Ontario). Without limitation, such measures may include changes to work assignments, work location, as well as regular rapid antigen testing.

Rapid Antigen Testing

Effective Monday, November 8, 2021, employees must participate in regular rapid antigen testing, as determined by the County, and confirm completion of testing and results to Health and Safety until such time as they are considered Fully Vaccinated, if any of the following apply:

1. The individual has not received a complete COVID-19 vaccine series, or it has not been 14 days since their final dose of a complete COVID-19 vaccine series; or
2. The individual has not met requirements related to additional dose(s) as may be determined by Health Canada or the Ontario Ministry of Health; or
3. The individual has not disclosed their vaccination status as required; or
4. The individual has not provided proof of vaccination as required; or

5. The individual requires an exemption from the vaccination requirement in accordance with the *Human Rights Code* (Ontario), provided that all necessary documentation is submitted and kept updated to substantiate the exemption.

Testing frequency and timing will be determined based on the employee's onsite work schedule in conjunction with Health and Safety. The cost of this testing will be paid by the County.

Should an individual test positive on an antigen test, they are required to remain out of the workplace, notify Health and Safety, complete a PCR test and follow the direction of Public Health. Employees may use any available banks to offset the time away from work until they are able to return to the workplace based on Public Health guidance.

The County of Dufferin otherwise reserves the right to require rapid antigen testing of any employee at any time.

Vaccine Education Requirements

Every employee who has chosen not to be vaccinated, without an exemption (as noted above), will be required to actively participate in a mandatory vaccine training session(s) outlining:

- How COVID-19 vaccines work;
- Vaccine safety related to the development of the COVID-19 vaccines;
- Benefits of vaccination against COVID-19;
- Risks of not being vaccinated against COVID-19 and
- Possible side effects of COVID-19 vaccination.

The County will pay the employee their regular hourly rate to attend this training, which may be held outside of the employee's regular working hours.

Ongoing Monitoring and Assessment of COVID-19 Workplace Safety Measures

The County of Dufferin will continue to closely monitor its COVID-19 risk mitigation strategy and the evolving public health information and context, to ensure that it continues to optimally protect the health and safety of employees in the workplace, volunteers, contractors, students working on an unpaid placement or internship, elected officials and the public that they serve. To that end, and in consultation with Wellington-Dufferin-Guelph Public Health (WDGPH) and occupational health and safety resources, the County will continue to assess other available workplace risk mitigation measures. If it is determined that

changes to precautions are necessary and/or appropriate, the County of Dufferin may decide to remove existing measures and/or deploy new measures (including at an individual level) to protect employees, volunteers, contractors, students working on an unpaid placement or internship, and elected officials and the public from COVID-19, and may amend this policy accordingly and/or communicate the required precautions to impacted employees.

Non-Compliance with Policy

Employees who fail to comply with this policy (i.e. who refuse to disclose their vaccination status or who refuse to undergo rapid antigen testing) will be subject to disciplinary action up to, and including, termination of employment. In addition, knowingly providing falsified documentation will result in disciplinary action up to, and including, termination of employment.

As of December 31, 2021, rapid antigen testing will no longer be conducted for employees who have chosen not to be vaccinated and who do not have a medical or other *Human Rights Code* exemption.

For greater clarity, if an employee has chosen not to be vaccinated and does not have an exemption (as noted above) as of December 31, 2021, they will be deemed as being non-complaint with the policy and their employment with the County will end.

Training

All employees to whom this policy applies will have this policy shared with them on, or as soon as possible following, the effective Date of this policy. All new hires will have the policy shared with them on their first day of employment, or prior to commencement of first day of employment, where possible. Employees will be required to acknowledge that they have read and understood the policy.

Any questions about this policy can be directed to Health and Safety.

REFERENCES

[WDGPH – eBooking](#)

[Ontario Human Rights Code](#)

[Occupational Health and Safety Act](#)

POLICY & PROCEDURE MANUAL

SECTION	COUNCIL	POLICY NUMBER	Council 1-2-13
SUB-SECTION		EFFECTIVE DATE	
SUBJECT	Members of Council Vaccination Policy		
AUTHORITY	Council		

PURPOSE:

The County of Dufferin is committed to providing a safe working environment and taking every precaution reasonable in the circumstances for the protection of our employees, volunteers, contractors, elected officials and members of the public, from the hazard of COVID-19. A key element to help ensure this protection is putting in place a program requiring that employees are Fully Vaccinated (defined below) against COVID-19. The County of Dufferin has a legal duty under the *Occupational Health and Safety Act* (OHSA), to take every reasonable precaution to protect workplace health and safety, including hazards posed by infectious disease such as COVID-19 and associated variants.

The County of Dufferin considers vaccinations to be fundamental to the protection of individuals and the community, and to be consistent with the best available public health advice for prevention of the spread of COVID-19 and variants. This policy recognizes that those who are unvaccinated or partially vaccinated pose a significantly increased risk of becoming seriously ill from COVID-19 and also of spreading the SARS-CoV-2 virus to others, with significant impact on human health and service continuity. This policy aims to achieve full vaccination amongst County Council members in alignment with Public Health recommendations and subject to limited exceptions in accordance with the *Human Rights Code* (Ontario).

STATEMENT:

The purpose of the COVID-19 Vaccination Policy is to provide guidelines pertaining to the expectations and requirements for members of Council with respect to COVID-19 and vaccinations.

SUBJECT	Members of Council Vaccination Policy	POLICY NUMBER	Council 1-2-13
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SCOPE:

This policy applies to members of County Council.

The County of Dufferin also reserves the right to amend this policy as the County determines to be appropriate or required.

DEFINITIONS:

Fully Vaccinated

An individual is defined as "Fully Vaccinated" once 14 days have passed after receiving their second dose of a two-dose COVID-19 vaccine series or their first dose of a one-dose COVID-19 vaccine series that is approved by Health Canada. This definition may be further broadened to include any additional doses of COVID-19 vaccination recommended by Health Canada.

PROCEDURES:

Continued Compliance with all Health and Safety Precautions

Unless a legislated or regulatory exemption applies, all County of Dufferin employees, elected officials, volunteers, contractors, and students working on an unpaid placement or internship are expected and required to continue to comply with applicable health and safety measures to reduce the hazard of COVID-19, including but not limited to compliance with established workplace access controls (e.g. screening), wearing a mask or face covering, using provided Personal Protective Equipment (PPE), maintaining appropriate physical distancing and self-monitoring of potential COVID-19 symptoms when at work or otherwise engaged in County business. The applicable Health and Safety measures are outlined in [Health and Safety Infection Protection and Control Policy](#).

Confidentiality

The information collected under this policy will only be used to the extent necessary for implementation of this policy, for administering health and safety protocols and infection and prevention control measures in County facilities, in accordance with applicable privacy legislation.

Declaration of Vaccination Status

Members of County Council shall disclose their COVID-19 vaccination status by November 1, 2021 via email to the Director of Human Resources indicating whether they are partially vaccinated, fully vaccinated or choose to remain unvaccinated.

Additional declarations may be required in the future if additional COVID-19 vaccination(s) as determined by the Health Canada or the Ontario Ministry of Health become necessary.

SUBJECT	Members of Council Vaccination Policy	POLICY NUMBER	Council 1-2-13
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Non-Compliance with Policy

Members of Council who fail to comply with this policy (i.e. who refuse to disclose their vaccination status or who refuse to undergo rapid antigen testing) shall not be permitted to attend any County of Dufferin facility.

Additional consequences for non-compliance may considered by County Council.

CORPORATION OF THE COUNTY OF DUFFERIN

BY-LAW NUMBER 2021-34

A BY-LAW TO AMEND BY-LAW 2015-41, FEES AND CHARGES FOR SERVICES AND ACTIVITIES PROVIDED BY THE COUNTY OF DUFFERIN. (Schedule "C" – Public Works)

WHEREAS the Municipal Act, 2001, S.O. 2001, c. 25, S. 391 provides that municipalities may pass by-laws imposing fees or charges on any class of persons.

NOW THEREFORE BE IT ENACTED BY THE MUNICIPAL COUNCIL OF THE CORPORATION OF THE COUNTY OF DUFFERIN ENACTS AS FOLLOWS:

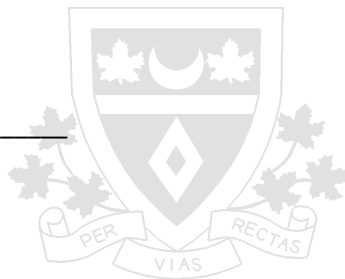
1. That Schedule "C" be amended by adding the following:

Service	Fee
Electric vehicle charging – level-2 stations	Free of charge of the first 2 hours plus \$2/hour for each additional hour
Electric vehicle charging – level-3 stations	\$5/hour
Electric vehicle charging – once vehicle is fully charged	\$5/hour after a 20 minute grace period

2. This by-law shall come into full force and effect on the day of its passing.

READ a first, second and third time and finally passed this 14th day of October, 2021.

Darren White, Warden



Michelle Dunne, Clerk

CORPORATION OF THE COUNTY OF DUFFERIN

BY-LAW NUMBER 2021-35

A BY-LAW TO RATIFY THE ACTIONS OF THE WARDEN AND THE CLERK FOR EXECUTING AN AGREEMENT BETWEEN THE CORPORATION OF THE COUNTY OF DUFFERIN AND LIFELABS (Lease Agreement – Mel Lloyd Centre)

BE IT ENACTED BY THE MUNICIPAL COUNCIL OF THE CORPORATION OF THE COUNTY OF DUFFERIN AS FOLLOWS:

1. That the agreement between the County of Dufferin and LifeLabs, in a form substantially the same as attached hereto as Schedule "A" be approved.
2. That the staff of the County of Dufferin is hereby authorized to take such actions as are appropriate, and the Warden and Clerk are hereby authorized to execute such documents as are appropriate to implement the agreement referred to herein.

READ a first, second and third time and finally passed this 14th day of October, 2021.

Darren White, Warden



Michelle Dunne, Clerk

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THIS LEASE made the 1st day of January 2022.

BETWEEN:

CORPORATION OF THE COUNTY OF DUFFERIN

(the "Landlord")

AND

LifeLabs LP

(the "Tenant")

ARTICLE 1 - BASIC TERMS AND DEFINITIONS

1.1 Basic Terms

- | | | |
|-----|----------------------------|---|
| (a) | Landlord: | Corporation of the County of Dufferin |
| | Address: | 55 Zina Street, Orangeville, ON |
| (b) | Tenant: | LifeLabs LP |
| | Address: | 100 International Blvd,
Toronto, ON |
| (c) | Indemnifier: | Not applicable |
| (d) | Building: | Mel Lloyd Centre, 167 Centre Street,
Shelburne, ON |
| (e) | Premises: | Known as described in Section 1.2 (m) |
| (f) | Rentable Area of Premises: | 432 square feet, subject to Section 2.2 |
| (g) | Term: | 3 year subject to Section 2.3 |

Commencement Date: January 1, 2022, subject to Section 2.4

End of Term: December 31, 2024, subject to Sections 2.3 and 2.4

(h) Basic Gross Rent (Section 3.2):

Period	Per Sq. Ft/year	Per year	Per Month
Jan.1/22 – Dec.31/22	\$19.06 + HST	\$8,233.92 + HST	\$686.16 + HST
Jan.1/23 – Dec.31/23	\$19.63 + HST	\$8,480.16 + HST	\$706.68 + HST
Jan.1/24 – Dec.31/24	\$20.22 +HST	\$8,735.04 + HST	\$727.92 + HST

- (i) Permitted Use: Medical Diagnostic testing laboratory; a specimen collection; cardiac medical testing services; a flu clinic; such other paramedical uses as may be agreed between the parties; medical offices; or associated administration, supply and storage purposes.
- (j) Deposit: Not applicable
- (k) Rent Deposit: Not applicable
- (l) Security Deposit: Not applicable
- (m) Lease Year: Lease Year ends on December 31st of each year

Schedules forming part of this Lease:

- i. Schedule "A" Legal Description
- ii. Schedule "B" Floor Plan
- iii. Schedule "C" Rules and Regulations

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 all sums of money or charges to be paid by the Tenant in accordance with this Lease, other than Basic Gross Rent;
- (b) **"Basic Gross Rent"** means the rent payable by the Tenant pursuant to Section 3.2 and set out in Section 1.1(h);
- (c) **"Building"** means the building located at the address set out in Section 1.1(d);
- (d) **"Commencement Date"** means the date set out in Section 1.1(g), as such may be varied pursuant to the terms of this Lease;
- (e) **"Common Areas"** means those areas, facilities, utilities, improvements, equipment and installations in, adjacent to, or outside the Building which serve or are for the benefit of the Building, which do not comprise part of the Premises and which, from time to time, are not designated or intended by the Landlord to be for the Landlord's exclusive use, and are not designated or intended by the Landlord to be leased to the Tenant or any other tenants of the Building, and which include all corridors, hallways, lobbies, elevators and stairwells, all pedestrian walkways and sidewalks, all landscaped areas, the roof and exterior walls of the Building, exterior and interior structural elements and walls of the Building, common washrooms, all parking and loading areas (including entrances and exits), all access ways, truck courts, driveways, delivery passages, loading docks and related areas, all electrical, telephone, meter, valve, mechanical, mail, storage, service and janitorial rooms, all fire prevention, security and communication systems, and generally all areas forming part of the Lands and Building which do not constitute rented or rentable premises;
- (f) **"Event of Default"** has the meaning set out in Section 11.1;
- (g) **"Lands" means** the lands described in Schedule **"A"** and all rights and easements which are or may hereafter be appurtenant thereto;

- (h) **"Lease"** means this lease and all the terms, covenants and conditions set out herein (including all schedules), as amended from time to time in accordance with the terms hereof;
- (i) **"Lease Year"** means, initially, the period commencing on the Commencement Date and ending on the last day of the month set out in Section 1.1(k); thereafter, each Lease Year shall consist of a period of twelve (12) consecutive months, provided that the last Lease Year of the Term shall in any event end on the expiry date of the Term. The Landlord may change the Lease Year from time to time;
- (j) **"Mortgage"** means any mortgage or charge of any one or more of, or any part of, the Lands, the Building, and/or the Landlord's interest in this Lease, from time to time, whether made or assumed by the Landlord;
- (k) **"Mortgagee"** means the holder of any Mortgage from time to time;
- (l) **"Normal Business Hours"** has the meaning set out in Section 4.2;
- (m) **"Premises"** means that portion of the Building as illustrated in Schedule "B", as identified in Section 1.1(e) and having the Rentable Area as set out in Section 1.1(f), and all rights and easements appurtenant thereto;
- (n) **"Prime Rate"** means the rate of interest, per annum, established from time to time by the bank (being one of the five (5) largest Canadian Class A chartered banks) designated by the Landlord, as the reference rate of interest to determine interest rates it will charge on Canadian dollar loans to its Canadian customers and which it refers to as its "prime rate".
- (o) **"Proportionate Share"** means the fraction which has as its numerator the Rentable Area of the Premises and as its denominator the total Rentable Area of the Building, whether rented or not;
- (p) **"Realty Taxes"** means all property taxes, rates, duties and assessments (including local improvement rates), import 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 property taxes levied or assessed against the Landlord on account of its ownership of the Building or its interest therein, but specifically excluding any taxes assessed on the income of the Landlord;

- (q) **"Rent"** means all Basic Gross Rent and Additional Rent;
- (r) **"Rentable Area"** means the rentable area determined in accordance with the standards of the Building Owners and Managers Association ("**BOMA**");
- (s) **"Rentable Area of the Building"** means the aggregate of the Rentable Area of all premises in the Building that are rented, or designated or intended by the Landlord to be rented, for offices or business purposes from time to time (whether actually rented or not) and, for greater certainty, excludes storage areas;
- (t) **"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 hereof or hereinafter imposed by any governmental authority, including, without limitation, goods and services tax, harmonized sales tax, value added tax, business transfer tax, retail sales tax, harmonized sales tax, federal sales tax, excise taxes or duties, or any tax similar to any of the foregoing;
- (u) **"Rules and Regulations"** means the rules and regulations as described in Section 4.6;
- (v) **"Term"** means the period specified in Section 1.1(g);
- (w) **"Transfer"** means an assignment of this Lease in whole or in part, a lease 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;
- (x) **"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 acknowledges having inspected the Premises and accepts the same 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 space planner and, 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(f). The Landlord shall recalculate the area of the Premises whenever required as a result of a rearrangement of partitions or other changed conditions. The Landlord will advise the Tenant in writing of the revised certified area measurement, and the parties agree to be bound thereby.

2.3 Term

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

A two (2) year extension option is available upon mutual agreement by both parties at least ninety days prior to the end of the Term, governed by the original terms and conditions of this lease with a 3% year over year rent increase for the extension year.

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 on the Commencement Date, then and only then shall 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. Such postponement shall be full settlement of any claims the Tenant 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, 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) months' notice. Rent shall be payable in advance on the first day of each month in an amount equal to the sum of one hundred and fifty percent (150%) of the monthly instalment of Basic Gross Rent payable during the last year of the Term. All terms and conditions of this Lease shall, so far as applicable, apply to such monthly tenancy.

ARTICLE 3 - RENT

3.1 Covenant to Pay

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

3.2 Basic Gross 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), in lawful money of Canada, without any prior demand, as annual Basic Gross Rent, the annual sum(s) set out in Section 1.1(h) in equal monthly instalments in advance in the amounts set out in Section 1.1(h), on the first day of each and every month during the Term. 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 payable on the first day of the partial month.

3.3 Additional Rent

- (1) In addition to the Basic Gross Rent reserved in favour of the Landlord, the Tenant shall, throughout the Term, pay to the Landlord, in lawful money of Canada, all other sums, amounts, costs, cost escalations and charges specified in this Lease to be payable by the Tenant.

(2) All of the payments set out in this Lease shall constitute Basic Gross Rent or Additional Rent and shall be deemed to be and shall be paid as rent, whether or not any payment is payable to the Landlord or otherwise and whether or not payable as compensation to the Landlord for expenses to which it has been put. The Landlord has all the rights against the Tenant for default in payment of Additional Rent that is has against the Tenant for default in payment of Basic Gross Rent.

3.4 Gross Lease

Except as may be specifically provided for under this Lease, there shall be no Additional Rent payments to the Landlord by the Tenant and this shall be a gross lease to the Landlord. For certainty, the Tenant shall not be required to make any additional payments to the Landlord or otherwise for real property taxes or for costs incurred by the Landlord in respect of insurance pursuant to Section 7.4(1) or for costs incurred by the Landlord in respect of the operation of the Building (including the Common Areas and Facilities), as the Basic Gross Rent is intended to include all such amounts, except to the extent that such costs and amounts are specifically provided for in this Lease as payments to be made by the Tenant.

3.5 Business and Other Taxes

In each and every year during the Term, the Tenant shall pay and 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, every tax, license fee, rate, duty, and assessment of every kind arising from 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, or in respect of the Tenant's fixtures, leasehold improvements, equipment or facilities on or about the Premises.

3.6 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 Basic Gross Rent; or (b) authorization and documentation required to automatically debit the Tenant's bank account for such amounts.

3.7 Deposit - Not applicable

3.8 Rental Taxes

The Tenant shall pay to the Landlord the Rental Taxes assessed on: (a) the Rent; (b) the Landlord; and/or (c) the Tenant pursuant to the laws, rules and regulations governing the administration of the Rental Taxes by the authority having jurisdiction, and as such Rental Taxes may be amended from time to time during the Term. The Rental Taxes shall not be deemed to be Additional Rent under this Lease, but may be recovered by the Landlord as if they were Additional Rent.

3.9 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%)) from the time such Rent becomes due until paid by the Tenant.

ARTICLE 4 - CONTROL AND OPERATION OF BUILDING BY LANDLORD

4.1 Building Operation and Repair

The Landlord shall operate, maintain and repair the Building, its heating equipment, and other service facilities to the extent required to keep the Building, equipment and facilities in a state of good repair and maintenance in accordance with normal property management standards for a similar building in the vicinity. For greater certainty:

- (a) the Landlord's obligations shall not extend to any matters that are the responsibility of the Tenant herein; and
- (b) the Landlord shall, at its own expense, promptly make all repairs to the Building necessitated by structural defect or weakness in the design or construction thereof, including, without limitation, the roof, interior concrete slab floors and exterior walls, provided that any such repairs necessitated as a result of any willful or negligent act or omission of the Tenant, its agents, servants, contractors, invitees, employees or others for whom the Tenant is in law responsible shall be at the cost of the Tenant, which amounts shall be payable to the Landlord on demand as Additional Rent.

4.2 HVAC Systems

The Landlord shall, subject to the provisions of this Lease, provide sufficient heating and air- conditioning to maintain a reasonable temperature in the Premises at all times during the normal business hours (the "Normal Business Hours") established by the Landlord (which, until amended by the Landlord, shall be from 8:00 a.m. until 6:00 p.m., Monday to Friday, excluding holidays), except during the failure of supply of any utility or other similar facility required to operate the heating and air-conditioning systems, and except during the making of repairs, which repairs the Landlord covenants to make with reasonable diligence. The Landlord shall not be responsible for a lack of cooling in areas where the Tenant has placed computers, lighting or equipment which may produce an excessive heat gain. If the Tenant requests the provision of processed air outside the Normal Business Hours, the Landlord shall, if it is reasonably able to do so, provide such processed air at the Tenant's cost (payable as Additional Rent) determined in accordance with the Landlord's standard rate schedule in effect from time to time.

4.3 Tenant Requirements

If the use by the Tenant or the installation of partitions, equipment or fixtures by the Tenant necessitates the rebalancing of the climate control equipment in the Premises, such rebalancing will be performed by the Landlord at the Tenant's expense, which costs shall be payable to the Landlord as Additional Rent, upon demand. The Tenant acknowledges that the climate control may need to be adjusted and balanced, at the Tenant's expense, after the Tenant has fully occupied the Premises.

4.4 Use of Common Areas

The Tenant shall have the right of non-exclusive use, in common with others entitled thereto, for their proper and intended purposes, of those portions of the Common Areas intended for common use by tenants of the Building, provided that such use by the Tenant shall be subject to any applicable Rules and Regulations. At times other than during Normal Business Hours, the Tenant, the employees of the Tenant, and persons lawfully requiring communication with the Tenant, shall have access to the Building and the Premises and use of the elevators only in accordance with the security requirements of the Landlord. The Common Areas shall at all times be subject to the exclusive management and control of the Landlord. The Landlord reserves the right to lease parts of the Common Areas from time to time, and to alter the layout or configuration of, and/or reduce or enlarge the size of, the Common Areas and/or the Building, and to make other changes to the Building as

the Landlord shall from time to time determine. Without limitation, the Landlord may assume operation and control of any or all cables and telecommunications equipment in the ducts and conduits of the Building and designate such as part of the Common Areas.

4.5 Janitorial Services

The Landlord shall provide such janitorial service to the Premises at such intervals as the Landlord determines are reasonable and appropriate for the Building. Such service shall be performed at the Landlord's sole direction without interference by the Tenant, and the Landlord shall be excused from performance of such service whenever access to any part of the Premises is denied. The Landlord shall not be responsible for any act or omission on the part of the person or persons employed to perform such work.

4.6 Rules and Regulations

The Tenant and its employees and all persons visiting or doing business with it on the Premises shall be bound by and shall observe the Rules and Regulations attached to this Lease as Schedule "B" and any further and other reasonable Rules and Regulations made hereafter by the Landlord of which notice shall be given to the Tenant. All Rules and Regulations shall be deemed incorporated into and form part of this Lease.

4.7 Lands and Building

The Lands and Building are at all times subject to the control and management of the Landlord. Without limiting the generality of the foregoing, the Landlord has authority for the management and operation of the Lands and Building, and for the establishment and enforcement of Rules and Regulations and general policies with respect to the operation of the Lands and Building. Without limiting the generality of the foregoing, the Landlord may:

- a) construct, maintain and operate lighting facilities and heating;
- b) provide supervision, traffic controls and policing services for the Lands, Building and Common Areas;
- c) close all or any portion of the Lands, Building or Common Areas to such extent as may, in the opinion of the Landlord, be legally sufficient to prevent a dedication thereof or the accrual of any rights to any person or the public;

- d) grant, modify and terminate easements and other agreements pertaining to the use and maintenance of all or any part of the Lands, Building or Common Areas;
- e) obstruct or close off all or any part of the Lands, Building or Common Areas for maintenance, repair or construction, and for such reasonable periods of time as may be required;
- f) employ all personnel including supervisory personnel and managers necessary for the operation, maintenance and control of the Lands, Building and Common Areas;
- g) use any part of the Common Areas, from time to time, for merchandising, display, decorations, entertainment and structures designed for retail selling or special features or promotional activities;
- h) designate the areas and entrances and the times in, through and at which loading and unloading of goods shall be carried out;
- i) designate and specify the kind of container to be used for garbage and refuse and the manner and the times and places at which the same is to be placed for collection;
- j) from time to time change the area, level, location, arrangement or use of the Lands, Building or Common Areas or any part thereof;
- k) construct other buildings on the Lands, or undertake other changes to the Lands,
- l) Building or Common Areas; and
- m) do and perform such other acts in and to the Lands, Building and Common Areas as the Landlord determines to be advisable or necessary.

In the exercise of its rights under this Section 4.7 and elsewhere in this Lease, the Landlord agrees to use its reasonable commercial efforts not to interfere with access to and from, and the use and enjoyment of, the Premises, except as may be required temporarily for the purposes of necessary maintenance, repair and/or replacements, or in the case of real or apprehended emergency, provided that the Landlord shall use reasonable diligence in effecting such maintenance, repairs and/or replacements as soon as is reasonably possible under the circumstances. The Landlord agrees that all such work performed by it pursuant to this Section 4.7 and elsewhere in this Lease affecting the Premises or access to and from, and the use and enjoyment of, the Premises, shall be done as expeditiously as is reasonably possible so as to minimize as much interference as is reasonably possible with the Tenant's operations at the Premises.

4.8 No Abatement

Notwithstanding anything contained in this Lease, it is understood and agreed that if as a result of the exercise by the Landlord of its rights set out in this Article 4, the Common Areas are diminished or altered in any manner whatsoever, the

Landlord is not subject to any liability to the Tenant, nor is the Tenant entitled to any compensation or diminution or abatement of Rent, nor is any alteration or diminution of the Common Areas deemed constructive or actual eviction, or a breach of any covenant for quiet enjoyment contained in this Lease.

4.9 Fire Alarm System

So long as the Tenant in occupation of the Premises is LifeLabs LP the Landlord shall, at the request of the Tenant, provide the Tenant with written evidence in the form of either a fire clearance certificate or satisfactory inspection report stating that the Building is in compliance with the provincial fire code. If the Building is not equipped with a fire alarm system, upon the Tenant's request, the Landlord shall provide written confirmation to the Tenant stating that there is no legal requirement for the Building to have a fire alarm system.

ARTICLE 5 - USE OF PREMISES

5.1 Use of Premises

The Tenant acknowledges that the Premises will be used solely for the purpose set out in Section 1.1(i) and for no other purpose. During the entire Term, the Tenant shall continuously, actively and diligently carry on such permitted use in the whole of the Premises.

5.2 Observance of Law

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

5.3 Waste and Nuisance

The Tenant shall not do or suffer any waste, damage, disfiguration or injury to the Premises or permit or suffer any overloading of the floors, 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.

5.4 Utilities

In no event shall the Landlord be liable for, nor have any obligation with respect to, an interruption, cessation, or other failure in the supply of any such utilities, services or systems, including without limitation the water and sewage systems, to the Lands, Building or the Leased Premises whether or not supplied by the Landlord.

ARTICLE 6 - MAINTENANCE, REPAIRS AND ALTERATIONS OF PREMISES

6.1 Inspection Maintenance and Repair of Premises

The Tenant shall, at its own expense and cost, operate, maintain and keep in good condition and substantial repair, order and condition the Premises and all parts thereof, save and except for repairs required to be made by the Landlord pursuant to Section 4.1. All repairs shall be in all respects equal in quality and workmanship to the original work and materials in the Premises, and shall meet the requirements of all authorities having jurisdiction, as well as the insurance underwriters.

The Landlord may, at all reasonable times during the Term and upon twenty-four hours' (24) telephonic notice to the Tenant, enter the Leased Premises to inspect their condition. Where an inspection discloses that maintenance or repair action is necessary, the Landlord shall so advise the Tenant in writing, who shall, if directed by the Landlord, forthwith undertake the same in a timely and good and workmanlike manner using new materials.

6.2 Entry

The Landlord, its servants and agents 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 notice for the purpose of inspecting and making repairs, alterations or improvements to the Premises or to the Building, or for the purpose of having access to the underfloor ducts or to the access panels to mechanical shafts (which the Tenant agrees not to obstruct), and the Tenant shall not be entitled to compensation for any inconvenience, nuisance or discomfort occasioned thereby. The Landlord, its servants or agents may at any time and from time to time on reasonable prior notice (and without notice in the event of an emergency) enter on the Premises to remove any article or remedy any condition which, in the opinion of the Landlord, would be likely to lead to the cancellation of any policy of

insurance. The Landlord, its servants and agents shall take reasonable precautions and attempt to schedule the work so as not to unreasonably interfere with the operation of the Tenant's business and so as to minimize interference with the Tenant's use and enjoyment of the Premises.

6.3 Repair where Tenant at Fault

If the Building, including the Premises, the elevators, boilers, engines, controls, pipes and other apparatus (or any of them) used for the purpose of heating, ventilation or air- conditioning or operating the elevators, or if the pipes, electric lighting or other equipment of the Building are put in a state of disrepair or become damaged or destroyed through the negligence, carelessness or misuse of the Tenant, its servants, agents, employees, or anyone permitted by it to be in the Building, the expense of the necessary repairs, replacements or alterations shall be borne by the Tenant, who shall pay the same to the Landlord forthwith on demand, as Additional Rent.

6.4 Permitted Alterations

The Tenant shall 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 in each instance, 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 shall pay to the Landlord, as Additional Rent, the cost of having the Landlord's architects approve of such drawings and specifications and any changes. Such work shall be performed by qualified contractors engaged by the Tenant (and approved by the Landlord) and shall be 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 retained for any structural, mechanical or electrical work. Without limiting the generality of the foregoing, any work performed by or for the Tenant shall be performed by competent workers whose labour union affiliations are not incompatible with those of any workers who may be employed in the Building by the Landlord, its contractors or subcontractors. 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, materials, labour and services involved therein, and of all changes in the Building, its equipment or services necessitated thereby.

6.5 Signs

The Tenant shall not paint, display or install any sign, picture, advertisement or other notice on any part of the outside of the Building or any other location which is visible from the outside of the Building. The Landlord will prescribe a uniform pattern of identification signs for tenants to be placed on the outside of the doors leading into each Leased premises of tenants of part floors, and other than such identification sign, the Tenant shall not paint, display or install any sign, picture, advertisement, notice, lettering or direction on the outside of the Premises without the written consent of the Landlord.

6.6 Construction Liens

The Tenant shall indemnify and save the Landlord harmless from any liability, claim, damages or expenses due to or arising from any claim for a construction, builders or other lien made against the Premises or the Building in relation to any work done by, for, or on behalf of the Tenant. The Tenant shall cause all registrations of any such claims or Certificates of Action related thereto to be discharged or vacated within ten (10) days following receipt of notice from the Landlord, failing which the Landlord, in addition to any other rights or remedies it may have hereunder, may, but shall not be obligated to, cause such claims or Certificates to be discharged or vacated by payment into court or otherwise, and the Tenant shall pay to the Landlord, as Additional Rent, the Landlord's costs and expenses thereof.

6.7 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 at 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 leasehold improvements as the Landlord shall require it to remove, 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 Building by the leasehold improvements or trade fixtures or their removal. If the Tenant does not 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 of the following: (a) heating, ventilating or air-conditioning systems, facilities and equipment serving the Premises; (b) floor coverings; (c) light fixtures; (d) suspended ceiling and ceiling tiles; (v) wall and window coverings; and (e) partitions within the Premises. Notwithstanding anything in this Lease, the Landlord shall be under no obligation to repair or maintain the Tenant's installations.

6.8 Surrender of Premises

At the expiration or earlier termination of this Lease, the Tenant shall peaceably surrender and give up unto 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 6.7, subject only to reasonable wear and tear.

ARTICLE 7 - INSURANCE AND INDEMNITY

7.1 Indemnity by Tenant

Except to the extent such loss or claim is directly attributable to the gross negligence of the Landlord, the Tenant shall indemnify the Landlord and save it harmless from and against any and all loss, claims, actions, damages, liability and expense in connection with loss of life, personal injury and/or damage to property arising from or out of any occurrence in, on or at the Premises, or in any way arising from or out of the occupancy or use by the Tenant of the Premises or any part thereof, or due to or arising out of any breach by the Tenant of this Lease.

7.2 Release of Landlord

Except to the extent such injury, damage or death is directly attributable to the gross negligence of the Landlord, the Landlord shall not be liable for:

- (a) any injury or damage to any persons or property resulting from fire, explosion, failing plaster, steam, gas, electricity, water, rain or snow, or leaks from any part of the building or from the pipes, appliances, plumbing works, roof, street or subsurface, or from any other place or by dampness, or caused by or arising from any interruption or failure in the supply of any utility or service to the Premises;
- (b) any death, injury or damage to or loss of property occurring in or about the Premises and Tenant acknowledges that any property is stored solely at the risk of the Tenant;
- (c) any death, injury or damage with respect to occurrences insured against or required to be insured against by the Tenant and the Tenant shall indemnify and save harmless the Landlord from any claims arising out of any damage to the same including without limitation any subrogation claim by the Tenant's insurers.

Further, the Landlord shall not be liable for any interruption of or non-supply of heating, ventilation, air-conditioning or other utilities and services, or any indirect or consequential damages that may be suffered by the Tenant, even if caused by the negligence of the Landlord or its agents or others for whom it is at law responsible.

The contents of this section shall survive the termination or surrender of this Lease.

7.3 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 or on the Lands or Building, 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 and the Common Areas, 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 two million dollars (\$2,000,000) 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 twelve (12) months, and
 - (e) 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 on such terms and conditions as the Landlord reasonably approves, and each such policy shall name the Landlord as an additional insured as its interest may appear, and, in the case of public liability insurance, shall contain a provision for cross-liability or severability of interest as between the Landlord and the Tenant. 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, a certificate of insurance evidencing the above coverages. If the Tenant fails to take out or to keep in force such insurance or to provide a certificate evidencing continuation of coverage as herein provided, the Landlord shall have the right to take out such insurance and to 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 payable on demand.

7.4 Landlord's Insurance

- (1) The Landlord shall provide and maintain insurance in respect of the Building against loss, damage or destruction caused by fire and extended perils, and such liability insurance, and rental insurance as the Landlord determines to maintain. The amount of insurance to be obtained shall be determined at the sole discretion of the Landlord. The Tenant shall not do, omit or permit anything that may contravene or be prohibited by any of the Landlord's insurance policies in force from time to time or which would prevent the Landlord from procuring such policies with companies acceptable to the Landlord.
- (2) If the Tenant's occupancy or use of the Premises or any acts or omissions of the Tenant in the Premises or any other portion of the Building causes or results in any increase in premiums for any of the Landlord's insurance policies, then, without limiting any other rights or remedies of the Landlord, the Tenant shall pay any such increase to the Landlord as Additional Rent.

ARTICLE 8 - ASSIGNMENT AND SUBLETTING

8.1 Assignment, Subletting

The Tenant shall not effect any Transfer without the prior written consent of the Landlord, which consent shall not be unreasonably withheld. Any Transferee may only use the Premises for the use permitted herein and, notwithstanding anything else herein contained, the Landlord may unreasonably withhold its consent if the proposed Transferee contemplates a change in the use of the Premises. No consent or other dealing 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. However, no such Transfer or collection from or acceptance of the Transferee as tenant shall be deemed a waiver of this covenant.

8.2 Landlord's Consent

If the Tenant desires to assign this Lease, sublet the Premises, or otherwise deal with this Lease or its interest in the Premises, then and so often as such event shall occur, the Tenant shall make its request to the Landlord in writing, and the Landlord shall, within fifteen (15) days after receipt of all information requested by the Landlord, 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 all of the Premises or, if the request is to sublet or otherwise deal with 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 in whole or in part, the Tenant may notify the Landlord in writing within fifteen (15) days thereafter of the Tenant's intention to refrain from such assigning, subletting or otherwise dealing with the Premises and, in such event, the Landlord's cancellation notice shall be null and void. Any cancellation of this Lease pursuant to this Section shall be effective on the later of the date originally proposed by the Tenant as being the effective date of transfer or the last day of the month sixty (60) days following the date of the Landlord's notice to cancel this Lease.

8.3 Requests for Consent

Requests by the Tenant for the Landlord's consent to a Transfer shall be in writing to the Landlord, accompanied by such information as the Landlord may reasonably require, and shall include an original copy of the document evidencing the proposed Transfer. The Landlord's consent shall be conditional on the following:

- (a) the Landlord shall be satisfied, acting reasonably, with the financial ability and good credit rating and standing of the proposed Transferee and with its ability to carry on the permitted use;
- (b) the Tenant having regularly and duly paid Rent and performed all the covenants contained in this Lease;
- (c) the proposed Transferee having entered into an agreement with the Landlord agreeing to be bound by or subordinate to (as applicable) all of the terms, covenants and conditions of this Lease;
- (d) the Tenant reimbursing the Landlord for the preparation and review of any documentation in connection therewith; and
- (e) the Tenant agreeing to pay to the Landlord, as Additional Rent, any excess rent and other profit (net of all reasonable costs incurred by the Tenant in connection therewith) earned by the Tenant in respect of the Transfer.

8.4 Change of Control

In the event that the Tenant proposes to transfer or issue by sale, assignment, bequest, inheritance, operation of law, or other disposition, or by subscription, any part or all of the corporate shares of the Tenant so as to result in any change in the present effective

voting control of the Tenant by the party or parties holding such voting control at the Commencement Date, such transaction shall be deemed to be an assignment of this Lease, and the provisions of this Article 8 shall apply *mutatis mutandis*. The Tenant shall make available to the Landlord or to its lawful representatives such books and records of the Tenant for inspection at all reasonable times, in order to ascertain whether there has, in effect, been a change of control. This provision shall not apply if the Tenant is a public company listed on a recognized stock exchange or a subsidiary of such a public company.

8.5 No Advertising

The Tenant shall not advertise that the Premises or any part thereof is available for assignment or lease or occupancy, 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.

8.6 Assignment by Landlord

In the event of the sale or lease by the Landlord of its interest in the Lands or Building 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.

8.7 Status Certificate

The Tenant shall, on ten (10) days' notice from the Landlord, execute and deliver to the Landlord and/or as the Landlord may direct 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 Basic Gross Rent then being paid hereunder;
- c) the dates to which the Basic Gross Rent has been paid; and
- d) whether or not there is any existing default on the part of the Landlord of which the Tenant has notice.

8.8 Subordination

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, and, on the request of the Landlord, the Tenant will 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 the holder of the mortgage to disturb the occupation and possession by the Tenant of the Premises so long as the Tenant shall perform all of its covenants, agreements and conditions contained in this Lease, and so long as the Tenant contemporaneously executes a document of attornment as required by the Mortgagee.

ARTICLE 9 - QUIET ENJOYMENT

9.1 Quiet Enjoyment

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

ARTICLE 10 -DAMAGE AND DESTRUCTION

10.1 Destruction of or Damage to Building

During the Term, if and when the Building is destroyed or damaged by fire, lightning, or other perils, including malicious damage, or by a natural catastrophe or by any other casualty, the following provisions shall apply:

- (a) if the damage or destruction is such that the Building is rendered wholly unfit for occupancy or it is impossible or unsafe to use and occupy

it, and if, in either event, the damage, in the sole opinion of the Landlord, notice of which is to be given to the Tenant in writing within thirty (30) days of the happening of such damage or destruction, cannot be repaired with reasonable diligence within one hundred and eighty (180) days after the happening of such damage or destruction, or if thirty percent (30%) or more of the Rentable Area of the Building is damaged or destroyed, the Landlord may terminate this Lease by giving notice in writing to the Tenant. Should the Landlord terminate this Lease as hereinbefore provided, the Term demised shall cease and be at an end as of the date of such termination (or at the date of such destruction or damage if the Premises could not be used as a result), and the rents and all other payments for which the Tenant is liable under the terms of this Lease shall be apportioned and paid in full to such date;

- (b) in the event that the Landlord does not so terminate this Lease under Section 10.1(a), or in the event of lesser damage, the Landlord shall, at its expense, repair the Building to base building standards, and the Rent shall abate from the date of the happening of such damage or destruction until the date which is the earlier of:
 - (i) thirty (30) days after the Landlord has completed such repairs; and
 - (ii) the date on which the Tenant reopens the Premises or any part thereof to conduct business. The Tenant covenants to make any repairs required to the leasehold improvements and its fixtures with all reasonable speed and to reopen the Premises for business forthwith on completion thereof. If the damage is such that the Premises is capable of being partially used for the purposes for which it is demised, then Rent (other than any items measured by consumption or separate assessment) shall abate in the proportion that the Rentable Area of the part of the Premises which is rendered unfit for occupancy bears to the Rentable Area of the Premises;
- (c) in performing any reconstruction or repair, the Landlord may effect changes in the Building and its equipment and systems and minor changes in the location or area of the Premises. 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; and

- (d) notwithstanding anything else herein contained, 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 Building or the Premises or are not payable to or received by the Landlord, or in the event that any mortgagee or other party 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 the Landlord is unable to obtain all governmental approvals required to so rebuild, the Landlord may terminate this Lease on notice to the Tenant.

10.2 Certificate Conclusive

In the event of a dispute as to the fitness for occupancy or as to the suitability of the Building and the Premises for the Tenant's business, the decision of an independent qualified professional engineer or architect retained by the Landlord shall be final and binding on both parties.

ARTICLE 11 – DEFAULT AND DISPUTE RESOLUTION

11.1 Default and Right to Re-enter

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

- (a) any Rent is not paid within five (5) days after payment is due hereunder;
- (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 11.1, on receipt of notice in writing from the Landlord:
 - (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 such ten (10) day (or such shorter) period 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 lease 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 such taking;
- (g) the Tenant makes an assignment or lease, 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 Building 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 party for whom it is legally responsible.

11.2 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, the Landlord may 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;
- b) to enter the Premises as agent of the Tenant and to relet the Premises for whatever length and on such terms as the Landlord, in its discretion, may determine, and to receive the rent therefor and, as agent of the Tenant, to take possession of any property of the Tenant on the Premises, to store such property at the expense and risk of the Tenant or to sell or otherwise dispose of such property in such manner as the Landlord sees fit without notice to the Tenant, and to make alterations to the Premises to facilitate their reletting. The Landlord shall 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 to the Landlord for any deficiency;
- 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. 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, and 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 accrue on a day-to-day basis and shall immediately become due and payable as accelerated rent.

11.3 Distress

Notwithstanding any provision of this Lease or any provision of 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.

11.4 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.

11.5 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 or by statute or common law, all of which rights and remedies are intended to be cumulative and not alternative. The express provisions hereunder 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.

11.6 Dispute Resolution

The Parties shall utilize all reasonable efforts to resolve any dispute in regard to the respective rights, obligations and duties of the Parties, or any other matter arising out of or connected with this Lease (hereinafter "Dispute"), promptly and in a good faith manner by negotiation. If they are unable to resolve the Dispute within sixty (60) Business Days from when the Dispute first arose either Party may, by notice in writing to the other Party, submit the matter to mediation. Immediately upon delivery of such notice, the Parties will make a reasonable, good faith effort to

identify a mutually acceptable mediator. If the Parties cannot agree upon a mediator within a period of thirty (30) Business Days or, having selected and met with the mediator cannot resolve the Dispute within thirty (30) Business Days thereafter, either Party may by notice in writing to the other Party direct the matter to arbitration pursuant to subsection 11.7.

11.7 Arbitration Procedure

The arbitration shall be undertaken before a panel of three (3) arbitrators. Each Party shall select one (1) arbitrator within thirty (30) Business Days and the arbitrators so chosen will select the third arbitrator within a further period of thirty (30) Business Days. The third arbitrator will chair the panel. Upon the appointment of the third arbitrator, each Party shall, forthwith, submit its argument in writing, and make oral argument should the arbitration panel so require. The arbitration panel shall make its decision and so advise the Parties in writing within thirty (30) Business Days from the completion of argument. In so doing, the arbitration panel shall be restricted to construing the terms of this Lease. The arbitration award cannot under any circumstances exceed the remedies available under this Lease. Each Party will bear its own costs of the arbitration and share equally the costs of the arbitration panel, unless the arbitration panel in its discretion, and pursuant to representations by the Parties, awards some or all of the costs of the arbitration to one of the Parties. The decision of the arbitration panel shall be by majority vote and final and binding on both Parties. Any award by the arbitration panel may be filed in court and enforced as a judgment of the court. All documents created in the course of or for the purposes of the mediation and arbitration, including the arbitration award, shall be kept completely confidential and shall not be disclosed by the Parties to any other party (excluding their respective counsel and advisors) without the prior written consent of the other Party. The mediation and arbitration proceedings shall be undertaken in a location determined by the mediator or the arbitration panel, as applicable. The arbitration shall be governed by the arbitration rules and procedures of the then current *Arbitration Act* of the province of Ontario.

11.8 Injunctive Relief

Notwithstanding subsections 11.6 and 11.7, neither Party is precluded from seeking from a court of competent jurisdiction interim relief, including injunctive relief, when the subject matter of the Dispute may require.

ARTICLE 12 - GENERAL

12.1 Entry

(1) The Landlord shall be entitled at any time during the last nine (9) months of the Term:

- (a) to place on the exterior walls of the Premises, at a height not lower than the upper limit of the windows 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 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.

12.2 Force Majeure

Notwithstanding any other provision contained in this Lease, 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, 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 12.2 shall not, under any circumstances, operate to excuse the Tenant from prompt payment of Rent and other charges payable under this Lease.

12.3 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 in this Lease shall be or be deemed to be 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.

12.4 Notices

Any notice required or contemplated by any provision of this Lease shall be given in writing and addressed, in the case of the Landlord, to it at the address noted in Section 1.1(a), in the case of the Tenant, to it at the address noted in Section 1.1(b) and in the case of the Indemnifier, to it at the address noted in Section 1.1(c), and delivered or sent by facsimile or by prepaid courier or by registered mail, postage prepaid, return receipt requested. The time of receipt of such notice, if mailed, shall be conclusively deemed to be the third business day after the day of such mailing unless regular mail service is interrupted by strikes or other irregularities. Such notice, if delivered or sent by facsimile, shall be conclusively deemed to have been received at the time of such delivery or the time of sending by facsimile. If, in this Lease, two (2) or more persons are named as Tenant, such notice shall be delivered personally to any one (1) of such persons. Either party may, by notice to the other from time to time, designate another address in Canada to which notices mailed more than ten (10) days thereafter shall be addressed.

12.5 Registration

Neither the Tenant nor anyone on the Tenant's behalf or claiming under the Tenant shall register this Lease in whole. The Tenant may register a notice or caveat in respect of this Lease with the consent of the Landlord, not to be unreasonably withheld. Any such notice or caveat shall contain the minimum requirements for registration. The Tenant shall pay the Landlord's reasonable legal costs of reviewing the documentation presented by the Tenant.

12.6 Relocation

The Landlord may, at any time and from time to time, on not less than sixty (60) days' notice to the Tenant, relocate the Premises during the Term, provided that the new premises (the "New Premises"), as relocated, shall be in all material respects reasonably comparable to the existing Premises. In the event the Landlord exercises its rights to relocate, the Landlord shall pay, without duplication, and on being furnished with invoices or proof of payment reasonably satisfactory to the Landlord, the out-of-pocket costs incurred by the Tenant as the direct result of moving, in addition to the reasonable moving expenses of the Tenant and its property and equipment to the New Premises. The Landlord shall, at its sole cost, and prior to

the date the Tenant is to occupy the New Premises for the purpose of carrying on its business, improve the New Premises with improvements substantially similar to those located in the existing Premises. The terms and conditions of this Lease shall be deemed to be amended as of the date when the Landlord verifies that the New Premises are ready for the Tenant's use and occupancy, and the New Premises shall thereafter be the Premises hereunder.

12.7 Interpretation

(1) 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*.

(2) 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.

(3) If any Article or Section or part or parts of an Article or Section in this Lease is 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 had never been included in this Lease.

12.8 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. 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.

12.9 Time of the Essence

Time shall be of the essence of this Lease and every part thereof.

12.10 Successors and Assigns

All rights, advantages, privileges, immunities, powers and things hereby secured to the Landlord and to the Tenant shall be secured to and exercisable by their successors and permitted assigns, as the case may be, and all covenants, liabilities and obligations entered into or imposed hereunder upon the Landlord and the Tenant shall be equally binding upon their successors and permitted assigns, as the case may be.

12.11 Indemnifier - Not applicable.

12.12 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.

12.13 Early Termination

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

- (a) the Landlord or Tenant shall deliver to the terminating party a written notice of the exercise of this right at least six months prior to the Termination Date; and
- (b) the Termination Date shall be not earlier than the six months' notice; and

If the Landlord or Tenant 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.

12.14 Execution and Counterparts

This Lease may be executed and delivered by counterparts and by electronic (pdf or tiff) transmission, and if so executed and delivered, each document shall be deemed to be an original, shall have the same effect as if each party so executing and delivering this Lease

had executed the same copy of this Lease and had delivered and executed the original agreement, and all of such copies when taken together shall constitute one and the same document.

IN WITNESS WHEREOF the parties have duly executed this Lease as of the day and year first written above.

LANDLORD

CORPORATION OF THE COUNTY OF DUFFERIN

Per: _

Name: Darren White,
Title: Warden

Per: _

Name: Michelle Dunne
Title: Clerk

We have authority to bind the Corporation.

TENANT**[Tenant]**

Per: _____

Name:

Title:

Per: _____

Name:

Title:

We have authority to bind the Corporation.

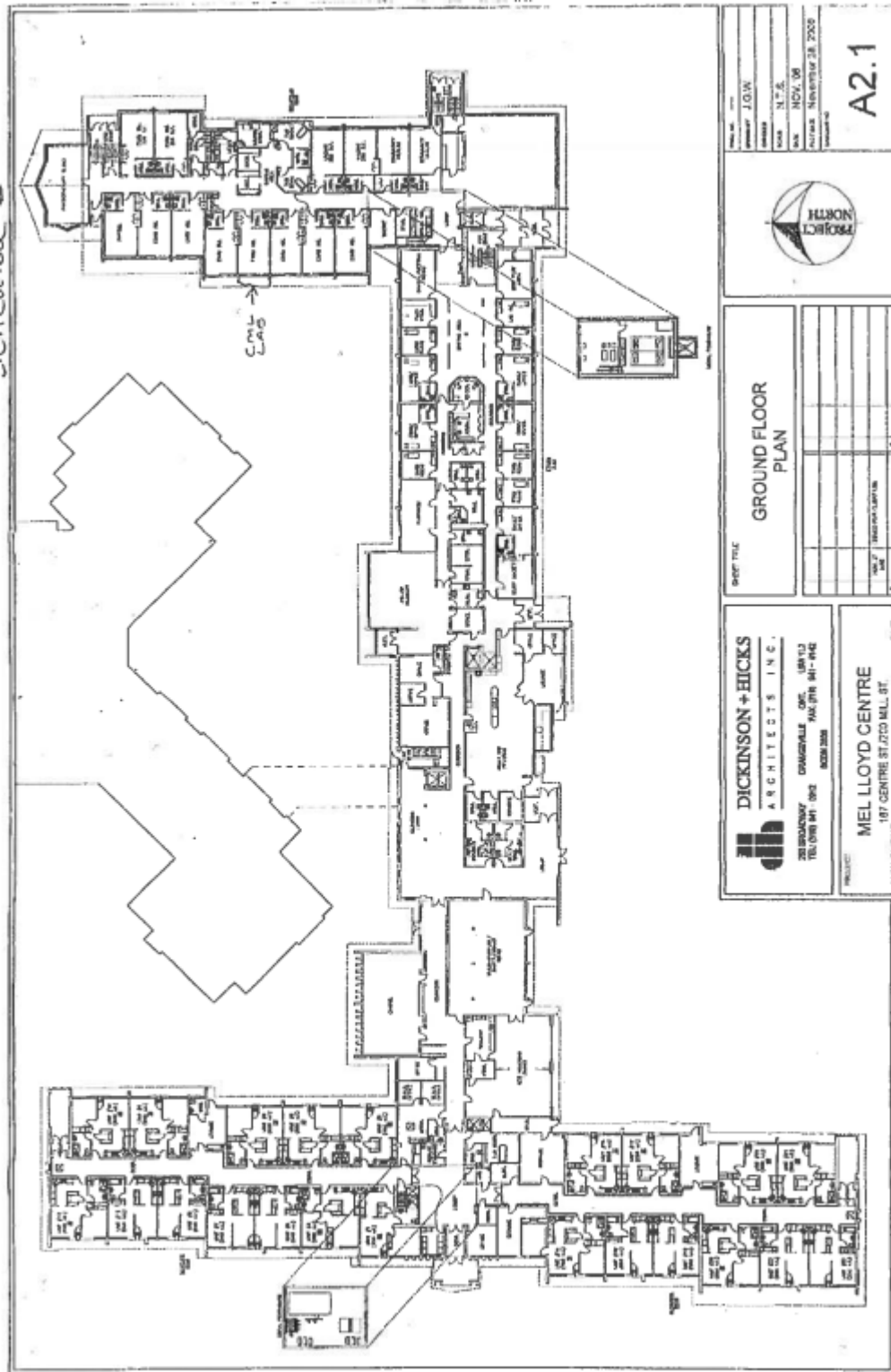
SCHEDULE "A"
LEGAL DESCRIPTION

PIN: 341300033

ROLL NUMBER: 222100000101500

CON 2 W PT LOT 32

SCHEDULE "B" **FLOOR PLAN**



SCHEDULE "C"
RULES AND REGULATIONS

1. The Tenant shall not permit any cooking in the Premises other than light refreshments and beverages for staff.
2. The sidewalks, entries, passages, elevators and staircases shall not be obstructed or used by the Tenant, its agents, servants, contractors, invitees or employees for any purpose other than ingress to and egress from the Premises. The Landlord reserves entire control of all parts of the Building employed for the common benefit of the tenants including, without restricting the generality of the foregoing, the sidewalks, entries, corridors and passages not within the Premises, washrooms, mechanical, electrical and other equipment rooms, janitor's closets, stairs, elevator shafts, flues, stacks, pipe shafts and ducts, and shall have the right to place such signs and appliances therein as it may deem advisable, provided that ingress to and egress from the Premises is not unduly impaired.
3. The Tenant, its agents and others for whom the Tenant is in law responsible, shall not bring in or take out, position, construct, install or move any safe, business machine or other heavy office equipment without first obtaining the consent in writing of the Landlord. In giving such consent, the Landlord shall have the right, in its sole discretion, to prescribe the weight permitted and the position thereof, and the use and design of planks, skids or platforms to distribute the weight thereof. All damage done to the Building by moving or using any such heavy equipment or other office equipment or furniture shall be repaired at the expense of the Tenant. The moving of all heavy equipment or other office equipment or furniture shall occur only between 6:00 p.m. and the following 8:00 a.m. or any other time consented to by the Landlord, and the persons employed to move the same in and out of the Building must be acceptable to the Landlord.
4. The Tenant shall not place or cause to be placed any additional locks on any doors of the Premises without the approval of the Landlord, and any additional locks which the Landlord consents to be placed or caused to be placed on any doors of the Premises shall be subject to any conditions imposed by the Landlord.
5. The washrooms and other water apparatus shall not be used for any purpose other than those for which they were constructed, and no sweeping, rubbish, rags, ashes or other substances shall be thrown therein. Any damage resulting by

misuse shall be borne by the Tenant by whom or by whose agents, servants or employees the same is caused. Tenants shall not let the water run unless it is in actual use, and shall not deface or mark any part of the Building, or drive nails, spikes, hooks or screws into the walls or woodwork of the Building.

6. No one shall use the Premises for sleeping apartments or residential purposes or for the storage of personal effects or articles other than those required for business purposes.
7. The Tenant shall permit window cleaners to clean the windows of the Premises during Normal Business Hours or at other times.
8. Canvassing, soliciting and peddling in the Building by the Tenant is prohibited.
9. Any hand trucks, carryalls, or similar appliances used in the Building shall be equipped with rubber tires, side guards and such other safeguards as the Landlord shall require.
10. No animals or birds shall be brought into the Building.
11. The Tenant shall not install or permit the installation or use of any machine dispensing goods for sale in the Premises or the Building or permit the delivery of any food or beverage to the Premises in contravention of any regulations fixed or to be fixed by the Landlord without the approval of the Landlord. Only persons authorized by the Landlord shall be permitted to deliver or to use the elevators in the Building for the purpose of delivering food or beverages to the Premises.
12. No curtains, blinds or other window coverings shall be installed by the Tenant without the prior written consent of the Landlord. Any window coverings that are installed shall comply with any uniform scheme of the Building.
13. The Tenant shall not operate or permit to be operated any musical or sound-producing instrument, equipment or device inside or outside the Premises which may be heard outside the Premises.

CORPORATION OF THE COUNTY OF DUFFERIN

BY-LAW NUMBER 2021-XX

A BY-LAW TO CONFIRM THE PROCEEDINGS OF THE COUNCIL OF THE CORPORATION OF THE COUNTY OF DUFFERIN AT ITS MEETING HELD ON OCTOBER 14, 2021.

WHEREAS Section 5 (1) of the *Municipal Act, 2001*, as amended, provides that the powers of a municipality shall be exercised by its Council;

AND WHEREAS Section 5 (3) of the *Municipal Act, 2001*, as amended, provides that municipal powers shall be exercised by by-law;

NOW THEREFORE BE IT ENACTED BY THE MUNICIPAL COUNCIL OF THE CORPORATION OF THE COUNTY OF DUFFERIN ENACTS AS FOLLOWS:

1. All actions of the Council of the Corporation of the County of Dufferin at its meetings held on October 14, 2021 in respect to every report, motion, by-law, or other action passed and taken by the Council, including the exercise of natural person powers, are hereby adopted, ratified and confirmed as if each report, motion, resolution or other action was adopted, ratified and confirmed by its separate by-law.
2. The Warden of the Council and the proper officers of the Corporation of the County of Dufferin are hereby authorized and directed to do all things necessary to give effect to the said action, to obtain approvals where required and except where otherwise provided, to execute all documents necessary in that behalf.

READ a first, second and third time and finally passed this 14th day of October, 2021.

Darren White , Warden



Michelle Dunne, Clerk