

To: Council in Committee of the Whole

From: Paul D. Ralph, Chief Administrative Officer,
Office of the C.A.O.

Report Number: CNCL-21-84

Date of Report: September 22, 2021

Date of Meeting: September 27, 2021

Subject: Update on New Lakeridge Health Hospital Process

File: B-1000-0462

1.0 Purpose

On September 23, 2019, City Council considered Report DS-19-150 dated September 4, 2019 regarding the preferred location of the proposed new Lakeridge Health acute care hospital in Durham Region being within the northerly portion of Oshawa's Major Urban Area and passed the following motion:

- “1. That, pursuant to Report DS-19-150 dated September 4, 2019, City Council endorse the northerly portion of Oshawa's Major Urban Area as the preferred location for the future site of the Lakeridge Health acute care hospital; and,
2. That a copy of Report DS-19-150 and the related Council resolution be sent to the Premier of Ontario, all Durham Region M.P.s and M.P.P.s, the Minister of Health and Long Term Care, the Minister of Training, Colleges and Universities, the Regional Chair, the C.E.O. of Lakeridge Health, Durham College, Ontario Tech University, Trent University and the Greater Oshawa Chamber of Commerce.”

Report DS-19-150 can be viewed on the City's website using the following link:
http://app.oshawa.ca/agendas/Development_Services/2019/09-09/AGENDA_2019-09-09_DSC.pdf

The purpose of this Report is:

1. To provide an update on the New Lakeridge Health Hospital Process; and,
2. To receive Council's endorsement of the sites that have been identified as the City's preferred locations for the future site of the proposed new Lakeridge Health acute care hospital in Durham Region.

Subsequent to Council approval, staff will submit the sites as the City's response to the Proposal Call issued by Lakeridge Health on September 21, 2021.

Confidential Attachment Number 1 provides details on the City of Oshawa preferred site locations.

Confidential Attachment Number 2 is a copy of the Capital Hill Group Ottawa Inc. hospital bid submission proposal for the City of Oshawa.

Attachment 3 is a news release issued by Lakeridge Health on May 26, 2021 outlining the resumption of the Master Plan process including an independent site selection process for a proposed new hospital.

Attachment 4 is a news release issued by Lakeridge Health on June 10, 2021 outlining the appointment of the Expert Panel to guide the site selection process for a proposed new hospital.

Attachment 5 is a news release issued by Lakeridge Health on July 16, 2021 launching the public consultation related to the site selection process and appointment of the Fairness Advisor to ensure that the site selection process is transparent and unbiased.

Attachment 6 is correspondence received by the Chief Administrative Officer (C.A.O.) from the Expert Panel on June 25, 2021 with the draft site selection criteria and a request for feedback from the City.

Attachment 7 is the City's comments on the draft site selection criteria submitted to the Expert Panel on July 16, 2021.

Confidential Attachment 8 is a copy of comments from the Region of Durham Planning and Economic Development Department on the draft site selection criteria submitted to the Expert Panel on July 14, 2021 and includes City staff comments.

Attachment 9 is the survey questions that were presented by Lakeridge Health in their digital public consultation survey that ran from July 16, 2021 through to August 6, 2021.

Attachment 10 is an Executive Summary of the public consultation exercise produced by Strategy Corp. Inc. and published on September 16, 2021.

Attachment 11 is correspondence received by the C.A.O. on September 21, 2021 announcing the Proposal Call for the Identification of a Site for a Proposed New Hospital in Durham Region.

Attachment 12 is a copy of the Proposal Call for the Identification of a Site for a Proposed New Hospital in Durham Region.

2.0 Recommendation

It is recommended to City Council:

1. That, pursuant to Report CNCL-21-84 dated September 22, 2021, City Council endorse the sites identified in Confidential Attachment Number 1 to said Report as the City's preferred locations for the future site of the proposed new Lakeridge Health acute care hospital in Durham Region.
2. That City staff be directed to submit the sites outlined in Report CNCL-21-84 including Confidential Attachment Number 1 in response to Lakeridge Health's Proposal Call for the Identification of a Site for a Proposed New Hospital in Durham Region which was issued on September 21, 2021.

3.0 Executive Summary

Not applicable.

4.0 Input From Other Sources

The following have been consulted during this process:

- Commissioner, Development Services
- Commissioner, Corporate Services
- Commissioner, Community Services
- Commissioner, Finance Services
- City Solicitor
- Director, Planning Services
- Director, Economic Development
- Director, Innovation and Transformation
- Manager, Corporate Strategic Initiatives
- Manager, Corporate Communications
- Manager, Procurement and Accounts Payable
- Oshawa Executive Airport Manager
- Regional Municipality of Durham
- Central Lake Ontario Conservation Authority (C.L.O.C.A.)
- Oshawa Power and Utilities Corporation

5.0 Analysis

5.1 Background

The Lakeridge Health Strategic Plan 2019-2024 (the "Strategic Plan") was developed through collaboration with the Lakeridge Health team, the community, healthcare providers, partners, patients and families. The Strategic Plan identifies Durham Region as one of the fastest growing municipalities in Canada, with the population expected to nearly double from 680,000 to 1.2 million by 2041. Considering this anticipated growth, it will be important to provide comprehensive health services that meet people's individual needs,

particularly for the Region's most vulnerable groups (i.e. older adults, children and those who suffer from chronic illnesses and addiction-related diseases).

Lakeridge Health has developed a Master Program and Master Plan to help inform how and where healthcare services will be delivered over the next 20 years. These will serve as a roadmap for the future of healthcare in Durham and ensure that community needs are met.

The Lakeridge Health Master Program (the "Master Program") identifies the acute care programs and services that are required to meet the needs of the community as well as where those services should be located. The Master Program will consider anticipated changes to communities across Durham, and determine healthcare service requirements over the next 5, 10 and 20 years.

The Lakeridge Health Master Plan (the "Master Plan") builds on information identified in the Master Program, by creating a blueprint for construction and development of the facilities required to deliver programs and services. The goal of the Master Plan is for Lakeridge Health to be patient focused, community informed and reflect Durham's growing population. This includes evaluating existing buildings, developing long-term strategies and outlining future developments, including the development of a new comprehensive acute care hospital in Durham.

On December 8, 2020, Lakeridge Health provided a briefing presentation to the Region of Durham's Finance and Administration committee regarding the Lakeridge Health Master Plan. Within the presentation, information was provided regarding the Service Delivery Model needed in the Region, which included comment on a Level II Trauma Centre (new hospital) with required supporting specialties.

On May 26, 2021, Lakeridge Health issued a news release (see Attachment 3) detailing the resumption of their Master Plan priorities as it related to the proposed development of a new hospital in the Durham Region. The media release indicated that the work to identify a site for a proposed new hospital will be focused on "a clear, transparent and well-communicated process." As a result, the entire process is being overseen by the Board of Trustees and implemented by an Independent Expert Panel. Furthermore, the Site Selection Independent Expert Panel (the "Expert Panel") is supported by an Independent Executive Lead and a Fairness Advisor (the "Fairness Advisor")

5.2 Appointment of Site Selection Independent Expert Panel and Independent Executive Lead and a Fairness Advisor

On June 10, 2021, Lakeridge Health issued a news release (see Attachment 4) announcing the appointment of the Expert Panel. The Expert Panel includes the following composition:

- Expert Panel Chair (1 appointment)
- Hospital CEO and Health Care Leaders (3 appointments)
- Health Care Development (1 appointment)
- Real Estate Development (1 appointment)
- Executive Lead (1 appointment)

The names and biographies of the appointees can be found in Attachment 4. The Expert Panel members were selected on a skillset approved by Lakeridge Health's Board's Site Selection Committee and have the experience to lead an independent and transparent process to identify the preferred site in the Durham Region. Furthermore, the news release noted that to ensure the independence of the process, the Expert Panel is comprised of professionals with no employment, residency or financial ties to the Durham Region.

The appointment of Greg Dadd, a principal consultant at Optimus SBR as the Fairness Advisor, was announced separately through a news release issued by Lakeridge Health on July 16, 2021 (see Attachment 5).

5.3 Lakeridge Health Draft Site Selection Criteria and Community Engagement

On June 25, 2021 the C.A.O. received direct communication from the Chair of the Expert Panel (see Attachment 6) outlining the draft site selection criteria and a request for official feedback on the suggested criteria. On July 8, 2021, the Director of Economic Development Services circulated the correspondence to all members of City Council providing an opportunity to review and share any feedback with the Director of Planning Services to review as part of the City's response to the Expert Panel. Through extensive review and consultation across Development Services and the Office of the C.A.O., as well as input from members of Council, staff prepared a response to the request for feedback related to the draft site selection criteria which forms Attachment 7. This response was submitted to the Chair of the Expert Panel on July 16, 2021.

The draft site selection criteria presented to City staff on June 25, 2021 included mandatory criteria and additional criteria as detailed in the following.

5.3.1 Mandatory Criteria

The mandatory criteria the Expert Panel will consider are:

Potential sites must:

- Contain a minimum of 50 contiguous acres of land;
- Have, or be able to obtain, a Record of Site Condition (R.S.C.) to demonstrate there is no known ground or water contamination above regulatory thresholds (O. Reg. 153/04) set by the Ontario Ministry of the Environment, Conservation and Parks (M.E.C.P.);
- Be comprised of lands that are developable and geotechnically stable;
- Not be located in an environmentally sensitive area as designated by the Durham Region Official Plan:
 - Not be characterized as part of the Greenbelt Natural Heritage System;
 - Not be land designated as Prime Agricultural Area as defined by the Durham Region Official Plan;
 - Not be located in the Oak Ridges Moraine;

- Have servicing, or be serviceable, for natural gas, electricity, water, wastewater, communications;
- Be greater than 10 kilometres from another acute care hospital (with an emergency department);
- Meets all the requirements of Canadian Aviation Regulations (C.A.R.s) 2019-1, Standard 325 for the creation of a heliport; and,
- No known heritage or archaeological impediments to development.

5.3.2 Additional Criteria

The additional criteria the Expert Panel will consider are:

Potential sites should:

- Lowest land acquisition cost;
- Proximity to designated residential growth areas as defined by the Durham Region Official Plan;
- Proximity to Regional Corridors as designated by the Durham Region Official Plan, including 400 series highways;
- Land is not proximal to land with incompatible industrial uses and railway corridors
- Land use is compatible with surrounding properties (size, scale, nearby operations, etc.);
- Has suitable zoning or can be re-zoned for hospital use (supported by a Registered Professional Planning report);
- Potential redundancy for essential servicing (e.g. electricity, natural gas, communications);
- Convenience for community travel/access (ease of access; ability to be served by public transit; etc.);
- Proximity to supporting businesses; and,
- Traffic that comes from the development of the hospital can be managed.

On July 16, 2021 Lakeridge Health issued a news release that launched the public consultation phase for the draft site selection criteria (see Attachment 5). Lakeridge Health launched a public survey to give community members an opportunity to provide input on what was deemed important to them when it comes to selecting a site for a future hospital. The survey was open from July 16, 2021 through to August 6, 2021. A copy of the questions that formed the survey is found in Attachment 9. More than 13,000 responses

were submitted to Lakeridge Health through the survey. An Executive Summary of the public consultation is found in Attachment 10.

Additionally, Lakeridge Health held a Facebook Live town hall on July 28, 2021 from 6:00 p.m. to 7:00 p.m. where members of the public had the opportunity to hear how the proposals would be evaluated, ask questions and provide feedback.

In order to advise the Oshawa community of the public consultation survey, Corporate Communications developed a social media campaign, news release, YouTube video featuring Mayor Carter and targeted social media advertising encouraging members of the Oshawa community to submit their thoughts and indicate that the future of health care is in Oshawa.

5.4 Submission Preparation

Effective June 25, 2021 with the release of the draft site selection criteria, an Oshawa Site Securement staff team was established to collect and produce information to support the proposed sites in North Oshawa, while also collecting available information and details on proposed sites elsewhere in Durham relating to the site selection criteria. The Oshawa Site Securement Team consisted of the following:

- C.A.O.
- Commissioner, Development Services
- Commissioner, Corporate Services
- Commissioner, Finance Services
- Director, Planning Services
- Director, Economic Development Services
- Director, Innovation and Transformation
- Oshawa Executive Airport Manager
- Manager, Corporate Strategic Initiatives
- Manager, Corporate Communications

The Oshawa Site Securement Team met weekly to develop and execute a strategic work plan in the time leading up to the Proposal Call for the new hospital site.

This preparatory work was completed to ensure staff were well positioned to respond to the Proposal Call once it was launched. Elements of staff work and preparation included, but was not limited to:

- Research of other municipalities with recent major hospital infrastructure investments (Vaughan, Hamilton, London, Ottawa).
- Preparation of key messages for external stakeholder engagement for support of the City's submission, which included dialogue with:
 - The local health community;
 - Staff at the Ontario Ministry of Transportation (M.T.O.);
 - Staff at post-secondary institutions;
 - Indigenous leaders; and,

- Local business leaders.
- History of contribution of incentives and support to Lakeridge Health from the City of Oshawa.
- Review of relevant City By-laws (Development Charges, Parkland Dedication) to confirm hospitals in Oshawa are exempt from payment of development charges and parkland dedication requirements.
- Identification of proposed sites (benefits of location, financial implications, zoning, Oshawa Official Plan (“O.O.P.”) land use policies, Regional water and sanitary sewer services, electricity, broadband, C.L.O.C.A., mapping, and proximity to post-secondary assets).
- Strategic Data Acquisitions.
- Freedom of Information Requests regarding the Lakeridge Health Master Plan and specific data sets were submitted to Lakeridge Health, the Region of Durham and ORNGE.
- Hiring of Capital Hill Group Ottawa Inc. (Communications Firm) to support Proposal Submission (see Confidential Attachment 2).
- Communications (including social media, webpage, news release).
- Consultation with Airport Manager for the Oshawa Executive Airport.
- Assessment of sites other than those proposed in Oshawa against the site selection criteria.

The City required Professional Consulting Services for the development of the Hospital Site Selection Submission as City staff do not have the capacity nor the expertise to prepare the submission. An Expression of Interest was issued that outlined the scope of services to include the development of an engaging submission (print and digital formats) including key messages. The Proponent was to develop two creative concepts including a tag line, key messaging and a visual “look and feel” to be used consistently on all communication materials.

The Expression of Interest was issued to 15 communications/government relations organizations. Three organizations responded and submitted a proposal. The three proposals were evaluated by the: Director, Economic Development Services, Manager, Corporate Communications, Manager, Corporate Strategic Initiatives and Commissioner, Corporate Services. The following criteria were used to evaluate the proposals:

- qualifications and depth of experience;
- project deliverables such as demonstrated understanding of the requirements;
- quality and completeness of work plan/methodology;
- ability to provide necessary resources to meet milestone dates; and,
- fee proposal.

The Capital Hill Group Ottawa Inc. was selected as the successful proponent for a cost of \$42,375 inclusive of H.S.T. Confidential Attachment 2 is a copy of the proposal submitted by the Capital Hill Group Ottawa Inc. The selection of the vendor meets the requirements of the Purchasing By-law.

As Lakeridge Health commissioned the Expert Panel and the Fairness Advisor for the site selection process, City staff time and attention was focused on research, information acquisition and proposed site analysis as it was evident the process would be focused on the developed site criteria and not embedded in an advocacy based process.

The above noted activities undertaken by staff between July 2021 and the date of this Report have been comprehensive and have intended to uncover all available opportunities to position Oshawa as the preferred municipality to be the home of the proposed new Lakeridge Health hospital in the Durham Region. The scope of staff work included extensive work to uncover the differentiation and strategic value of the proposed Oshawa sites.

5.5 Lakeridge Health Site Selection Timeline

As outlined in the above sections, the timeline related to the call for proposals has occurred over a short period of time. The key dates related to the site selection process have been:

- 2019 – Presentation to Regional Council regarding Lakeridge Health Master Plan and need for a new hospital in the Durham Region; Report DS-19-150 dated September 4, 2019;
- May 26, 2021: Lakeridge Health News Release - Building the Future Health Care System in Durham Region;
- June 10, 2021: Lakeridge Health News Release - Site Selection Independent Expert Panel Announced;
- June 25, 2021: Direct Correspondence to C.A.O. Received Outlining Draft Site Selection Criteria and Request for Feedback;
- July 16, 2021 – Lakeridge Health News Release – Lakeridge Health Launches Public Consultation on Site Selection Criteria for a Proposed Hospital in Durham Region; Public Survey Launch;
- July 17, 2021 – City Comments on Draft Site Selection Criteria Due to Expert Panel;
- August 6, 2021 – Public Survey Closed;
- August 24, 2021 – Lakeridge Health Public Notice: Calls for Proposals Coming in September for Proposed New Hospital;
- September 21, 2021 – Direct Correspondence to C.A.O. Received with Proposal Call for The Identification of a Site for a Proposed New Hospital in Durham Region; and,

Key dates and deadlines related to the Proposal Call can be found in Section 5.6 of this Report.

5.6 Proposal Call and Process

On September 21, 2021, Lakeridge Health issued correspondence (see Attachment 11) to the C.A.O. advising that the Proposal Call for the Identification of a Site for a Proposed New Hospital in Durham Region (the "Proposal Call") was officially issued. The full details of the Proposal Call can be found in Attachment 12.

The proposal call is structured into two stages. Stage 1 will be evaluated against the Mandatory Criteria as follows:

Potential sites must:

- Contain a minimum of 50 acres of contiguous land;
- Have, or be able to obtain, a R.S.C. to demonstrate there is no known soil or groundwater contamination above regulatory thresholds or geotechnical stability issues that could not be mitigated (O. Reg. 153/04) set by Ontario M.E.C.P.;
- Not be located in a Key Natural Heritage and or have Hydrologic Features on lands;
- Not be characterized as part of the Greenbelt Area which includes the Oak Ridges Moraine;
- Be already serviced, or serviceable, by natural gas, electricity, Regional water, Regional wastewater, and communications infrastructure, including high speed internet, and site has potential redundancy for essential servicing (e.g., electricity, natural gas, communications);
- Be greater than a 10 kilometres radius from another acute care hospital with an emergency department;
- Allow (for the creation of a heliport that meets the requirements of Canadian Aviation Regulations (C.A.R.s) 2019 1, Standard 325; and,
- Have no known heritage or archaeological impediments to development.

The deadline for the submission to the proposal call is October 8, 2021. Submissions that meet the above noted Mandatory Criteria will be advised on October 15, 2021 by the Expert Panel. Should a submission pass Stage 1, the applicant will be asked to submit by November 12, 2021 a full Stage 2 proposal by the Expert Panel.

Applications that are submitted to Stage 2 will be evaluated on additional diligence submissions supporting the Mandatory and Weighted criteria, as outlined below:

- Be comprised of lands that are suitable for the development and construction of a hospital with sufficient frontage and depth and life cycle cost considerations;

- Site specific factors that materially impact the total cost of development and ownership including: land acquisition cost (total and per acre), site mitigation, and servicing;
- Proximity to planned residential growth areas within the Durham Regional Official Plan;
- Proximity to Regional Corridors as designated by the Durham Region Official Plan, including 400 series highways to facilitate access for patients requiring critical care;
- Land is not proximal to land with current or planned incompatible industrial uses and railway corridors;
- Proposed site is zoned to permit a public use, such as a hospital or can be rezoned to accommodate a hospital within the 3 to 5-year timeline (supported by an opinion from a Registered Professional Planner);
- Convenience for current and anticipated future patient, family and staff travel/access (ease of access; ability to be served by public transit; etc.); and,
- Value added components of the proposal (including greater than 50 acres).

The project schedule of the proposal call is as follows:

- Release of Site Selection Call – September 21, 2021
- Confirmation of Intention to Bid – September 30, 2021
- Deadline for Proponent Questions – October 1, 2021
- Stage 1 Site Proposal Submission Deadline – October 8, 2021
- Evaluation and Stage 2 Shortlist Notification – October 15, 2021
- Stage 2 Submission – November 12, 2021
- Planned Recommendation to Board of Trustees – December 2021

6.0 Financial Implications

The cost to obtain consulting services from the Capital Hill Group Ottawa Inc. was \$42,375.00 inclusive of H.S.T.

7.0 Relationship to the Oshawa Strategic Plan

The Recommendation advances the Accountable Leadership, Economic Prosperity and Financial Stewardship, Environmental Responsibility and Social Equity goals of the Oshawa Strategic Plan.



Paul D. Ralph, Chief Administrative Officer,
Office of the C.A.O.

For Immediate Release

May 26, 2021

Building the future health care system in Durham Region

Lakeridge Health resumes Master Plan priorities with independent site selection process for proposed new hospital

Durham Region – While Lakeridge Health continues to remain vigilant during the third wave of the COVID-19 pandemic, planning has resumed on the commitment to build a long-term, robust and integrated, regional health care system for the residents of Durham Region.

“As we manage this third wave, we are beginning to re-focus on system building, as part of our vision of *One System, Best Health*.” said Cynthia Davis, President and CEO, Lakeridge Health. “While we resume this important work, it will be critical that key pandemic learnings, and how the delivery of medical and health care has changed as a result, inform the future development of the Lakeridge Health system.”

The proposed development of a new hospital in Durham Region is a major component of the hospital’s Master Plan, which serves as a roadmap for the future of health care delivery in Durham Region. Based on demand, evidence, and growth projections, Lakeridge Health is planning for inpatient bed growth of almost 1,000 beds to meet projected demand over the next 25 years. Anchoring this plan are recommended key capital investments and upgrades, including the expansion and redevelopment of Bowmanville Hospital and the new hospital.

Lakeridge Health’s Board of Trustees has determined that an important step forward is launching the process for identifying and protecting a site for a proposed new hospital.

“This will benefit all of Durham Region and define the future of a coordinated system of health care for generations to come,” said Sharon Cochran, Chair of the Board of Trustees, Lakeridge Health. “It will be important that the path forward focuses on unified support of a new hospital facility in Durham Region, the learnings of other hospitals, and the siting requirements required to support our Master Plan.”

Independent Expert Panel – Site Selection Process

This work to protect a site for a proposed new hospital will be focused on a clear, transparent, and well-communicated process. It will be overseen by the Board of Trustees and implemented by an Independent Expert Panel. The Panel will be supported and guided by an independent Executive Lead, and a Fairness Advisor will also be appointed.

The Independent Expert Panel will be responsible for all aspects of the site selection process, including establishing criteria to evaluate each site that is brought forward from interested parties. After evaluating all site proposals, the Panel will make a recommendation for the preferred site to the Board of Trustees, who will then make a recommendation to the Minister of Health on which site to protect for future hospital use.

As this process unfolds, Lakeridge Health will announce additional details on the Independent Expert Panel, the selection process, and timelines. The process will include regular communications and opportunities for community input at defined milestone activities.

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For information contact:
Communications@lh.ca



For Immediate Release

June 10, 2021

Site Selection Independent Expert Panel Announced

Lakeridge Health names panel members to lead site selection process for proposed new hospital in Durham Region

Durham Region – In moving forward with the process to identify and protect a site for a proposed new hospital in Durham Region, Lakeridge Health is pleased to announce the members who have been selected for the Independent Expert Panel.

The Panel is made up of a diverse group of professionals who bring many years of leadership experience and expertise in health care and real estate development to this site selection process. This proposed new hospital, along with other key capital investments identified in Lakeridge Health's Master Plan will help ensure that as Durham continues to grow over the coming decades, residents' health care needs are met. The site selection process should be completed by the end of 2021.

"We're very grateful to the Panel members for lending their expertise and time to support Lakeridge Health in this site selection effort," said Cynthis Davis, President and CEO, Lakeridge Health. "Putting together a strong Independent Expert Panel is an important step to moving the process forward on our journey to have a new hospital in Durham that will serve all our communities."

The Panel members were selected based on a skillset that the Board's Site Selection Committee approved and have the experience necessary to lead all aspects of the independent and transparent process to identify the right site. To ensure the independence of the process, the Panel is made up of professionals with no employment, residency, or financial ties to Durham Region.

Independent Expert Panel Members

Expert Panel Chair

- **Altaf Stationwala – President and CEO, Mackenzie Health:** Altaf has held numerous leadership positions at health care facilities including Mackenzie Health, Mount Sinai Hospital, Brampton Civic Hospital, and William Osler Health Centre. He is the past Chair of the Ontario Hospital Association and brings a wealth of knowledge about the province's health care sector to the Panel. As Chair, Altaf will be responsible for overseeing the Panel's work and his experience in recently developing a new hospital will be key.

Hospital CEO and Health Care Leaders

- **Janice Skot – President and CEO, Royal Victoria Hospital:** Janice is an experienced health care professional as current President & CEO of Royal Victoria Hospital and past CEO at Laurentian Hospital and Northeastern Ontario Regional Cancer Centre. Janice will support the Panel with her expertise in patient-centered care and will bring an important lens to how to define and drive culture to achieve strategic results.
- **Dr. Jack Kitts – Former President and CEO, The Ottawa Hospital:** Dr. Kitts was President and CEO of The Ottawa Hospital since 2002 before his retirement in June 2020. He is a sought-after health care leader and known nationally for his focus and expertise in patient experience and performance measurement, and physician engagement. Dr. Kitts' perspective will be vital as the Panel looks at identifying a site that will best support all the communities across Durham Region.
- **Helena Hutton – retired – a Registered Nurse by profession – former Executive Vice President, Southlake Regional Health Centre:** Helena is a Senior Executive with a broad range of career experiences and 35 years of experience in the health care sector. Prior to her retirement in 2020, she was the Chief Operating Officer and Executive Vice President – Clinical Programs at Southlake Regional Health Centre. Helena concurrently held the position of Regional Vice President, Central Cancer Program with Ontario Health/Cancer Care Ontario and will bring this in-depth clinical expertise to the Panel.

Health Care Development

- **Paul Clarry – President, Paul Clarry Health Care Infrastructure Planning – former Vice President, Planning, Facilities, and Support Services, North York General Hospital:** Paul has significant expertise in healthcare infrastructure as President of Paul Clarry HealthCare Infrastructure Planning Inc. He has over 35 years of hospital and public sector experience and has held leadership positions at the Ministry of Health and Long-Term Care, Southlake Regional Health Centre, and the Ontario Hospital Association. This infrastructure experience will be invaluable as the Panel reviews all potential sites for the proposed future hospital.

Real Estate Development

- **Gary Whitelaw – Former CEO, BentallGreenOak:** Gary has over three decades of experience in all aspects of real estate and investment, financial management, governance and environmental sustainability, construction, and more. Prior to retirement, he was the CEO of BentallGreenOak for 22 years. Gary's expertise in these fields will support the Panel's comprehensive site selection process.

Executive Lead

- **Scott McLeod – Former CEO, Central West Local Health Integration Network:** Scott was previously the CEO of Central West Local Health Integration Network and has held leadership positions at Trillium Health Centre, Mississauga Halton Local Health Integration Network, Agnew Peckham, and Halton Peel District Health Council. Scott is well-positioned to provide expertise on the integration and transformation of healthcare, executive leadership, board governance, and strategy and execution. As Executive Lead, Scott will focus on consultation and engagement with the community, elected officials, and landowners during the process. The Executive Lead will also keep Lakeridge Health's senior management team and Board informed throughout the review.

Fairness Advisor

The RFP for a Fairness Advisor was released on May 27, 2021, and selection should be finalized in late June.

More information on each member of the Independent Expert Panel can be found on Lakeridge Health's website www.lh.ca. As work continues, Lakeridge Health will continue to share regular updates and provide opportunities for community input around key activities.

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For information contact:

Communications@lh.ca

Lakeridge Health Launches Public Consultation on Site Selection Criteria for

Posted on Friday July 16, 2021



Fairness Advisor Also Chosen to Support Process

Durham Region – Last month, Lakeridge Health announced it was moving forward with an independent site selection process to identify and protect land for a potential new hospital for Durham Region. After announcing the members of the independent Expert Panel, the next stage in the process is public consultation to ensure the community can have a say on the site selection criteria used to assess potential sites for the proposed future hospital.

Today, Lakeridge Health is launching a public survey to give members of the community an opportunity to provide input on what is important to them when it comes to selecting a site for a future hospital. This input will help the Panel finalize the criteria that will be used to evaluate the site submissions received.

Residents and businesses of Durham Region are invited to complete an online survey that includes details about the draft criteria being proposed. The survey is now available on the Lakeridge Health website **until August 6** and here: <https://www.surveymonkey.com/r/KL8NF9F> In addition to the survey, there will also be other engagement activities, including a **Facebook Live** community town hall planned for **July 28, 2021 from 6:00 p.m. to 7:00 p.m.** This will be an opportunity for people to learn more about how proposals will be evaluated, ask questions, and provide feedback.

“As the Expert Panel continues its important work of selecting a site for a proposed future hospital, it’s so important that our community has an opportunity to provide input,” said Cynthia Davis, President and CEO, Lakeridge Health. “We understand how important a new hospital will be to everyone in Durham Region and we are excited to provide ways to involve the community from the very beginning.”

Fairness Advisor

After a competitive process, Optimus SBR has been selected as the Fairness Advisor for the Expert Panel. The Fairness Advisor’s role is to make sure that the site selection process is transparent and unbiased by all involved parties.

Optimus SBR is an independently owned professional services firm with a focus on providing customized advisory services to organizations. The firm has a robust healthcare practice area and has provided fairness services for a variety of large and complex projects – making them well-positioned to support the Panel through the site selection process.

For more information about the public consultation or the site selection process, please visit the Lakeridge Health website at <https://www.lakeridgehealth.on.ca/en/aboutus/site-selection->

[process-proposed-new-hospital.asp](#). If you have additional feedback or comments, please send them to: siteselection@lh.ca

As work continues with the site selection process, Lakeridge Health will continue to share regular updates. This process should be completed by the end of 2021.

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For information contact:

Communications@lh.ca



**Lakeridge
Health**

June 25, 2021

Paul Ralph
Chief Administrative Officer, City of Oshawa
2nd Floor, Rundle Tower, City Hall, 50 Centre Street South
Oshawa, ON L1H 3Z7

Via email

Dear Mr. Ralph,

RE: Lakeridge Health Seeking Feedback on Hospital Site Selection Criteria

Lakeridge Health is continuing its work to identify and protect a site for a proposed new hospital in Durham Region. This future hospital, if approved, will serve all communities in Durham as the region continues to grow over the coming years.

As part of this site selection process, the Board of Trustees at Lakeridge Health has selected an Independent Expert Panel to lead a process to identify and protect land for this proposed hospital. The Expert Panel members were selected based on relevant skillsets and includes health care and real estate development professionals who do not have any employment, residency, or financial ties to Durham Region.

At this stage, the Expert Panel is focused on obtaining expert and community input on the draft site selection criteria which have been proposed. We believe that getting official feedback on these criteria from each municipality in Durham Region at this early stage is critical. To that end, we are formally requesting the municipality's input into the site selection criteria and would ask that you submit one consolidated set of comments or feedback from the municipality by July 17, 2021.

For reference, the names of the Independent Expert Panel members and a complete list of the site selection criteria can be found accompanying this letter.

For more information on the site selection process please visit the [project webpage](#). If you have any questions about this request for feedback, please contact us via lakeridge.health@strategycorp.com.

Sincerely,

Altaf Stationwala
Expert Panel Chair

Cc Mayor Dan Carter
All Councillors
Cynthia Davis, President & CEO, Lakeridge Health
Scott McLeod, Executive Lead – Site Selection



Appendix A: Independent Expert Panel Members

Expert Panel Chair

Altaf Stationwala – President & CEO, Mackenzie Health

Hospital CEO & Healthcare Leaders

Janice Skot – President & CEO, Royal Victoria Hospital

Dr. Jack Kitts – Former President & CEO, The Ottawa Hospital

Helena Hutton – retired – a Registered Nurse by profession – former Executive Vice President, Southlake Regional Health Centre

Healthcare Development

Paul Clarry – President, Paul Clarry Health Care Infrastructure Planning – former Vice President, Planning, Facilities, and Support Services, North York General Hospital

Real Estate Development

Gary Whitelaw – Former CEO, BentallGreenOak

Executive Lead

Scott McLeod – Former CEO, Central West Local Health Integration Network

Fairness Advisor

The RFP for a Fairness Advisor was released on May 27, 2021, and selection should be finalized in late June.



Appendix B: Draft Site Selection Criteria

Mandatory Criteria

Potential sites must:

- Contain a minimum of 50 contiguous acres of land
- Have, or be able to obtain, a Record of Site Condition (RSC) to demonstrate there is no known ground or water contamination above regulatory thresholds (O.Reg. 153/04) set by Ontario Ministry of the Environment, Conservation and Parks (MECP)
- Be comprised of lands that are developable and geotechnically stable
- Not be located in an environmentally sensitive area as designated by the Durham Region Official Plan
 - Not be characterized as part of the Greenbelt Natural Heritage System
 - Not be land designated as Prime Agricultural Area as defined by the Durham Region Official Plan
 - Not be located in the Oak Ridges Moraine
- Have servicing, or be serviceable, for natural gas, electricity, water, wastewater, communications
- Be greater than 10km from another acute care hospital (with an emergency department)
- Meets all the requirements of Canadian Aviation Regulations (CARs) - 2019-1, Standard 325 for the creation of a heliport
- No known heritage or archaeological impediments to development

Additional Criteria Considerations

- Lowest land acquisition cost
- Proximity to designated residential growth areas as defined by the Durham Region Official Plan
- Proximity to Regional Corridors as designated by the Durham Region Official Plan, including 400 series highways
- Land is not proximal to land with incompatible industrial uses and railway corridors
- Land use is compatible with surrounding properties (size, scale, nearby operations, etc.)
- Has suitable zoning or can be re-zoned for hospital use (supported by a Registered Professional Planning report)
- Potential redundancy for essential servicing (e.g. electricity, natural gas, communications)
- Convenience for community travel/access (ease of access; ability to be served by public transit; etc.)
- Proximity to supporting businesses
- Traffic that comes from the development of the hospital can be managed



July 16, 2021

File: B-1100-0462

Expert Panel Chair, Lakeridge Health Independent Expert Panel
c/o Strategy Corp
145 King Street East, 2nd Floor
Toronto, ON M5C 2Y7

Sent via Email: lakeridge.health@strategycorp.com

Re: Lakeridge Health Seeking Feedback on Hospital Site Selection Criteria

Pursuant to your letter dated June 25, 2021 seeking municipal input into the draft site selection criteria for a proposed new hospital in Durham Region, I am pleased to provide the enclosed comments regarding this matter on behalf of the City of Oshawa's Site Selection Staff Review Team (the "Team"). For ease of reference, the Team's comments are provided sequentially in the same order that the various criteria presented for municipal input appear in Appendix B, Draft Site Selection Criteria, of the above-noted letter.

Additional criteria considered to merit inclusion as hospital site selection criteria by the Team have also been provided for your consideration.

Mandatory Criteria - Potential sites must:

- *Contain a minimum of 50 contiguous acres of land*

Team Response: Staff agree that while sites that are able to provide a minimum of 50 acres of contiguous land generally represent an appropriate minimum threshold, a degree of flexibility should be incorporated into the evaluation of this particular criterion. The rationale for such flexibility is outlined under Item 1 below in the City's additional comments concerning proposed mandatory criteria.

- *Have, or be able to obtain, a Record of Site Condition (RSC) to demonstrate there is no known ground or water contamination above regulatory thresholds (O.Reg. 153/04) set by Ontario Ministry of the Environment, Conservation and Parks ("MECP")*

Team Response: Staff suggest that instead of the phrase "ground or water contamination" the phrase "soil and groundwater contamination" be used instead, as this more closely reflects the language typically used in planning documents.

In addition, staff note that consideration should be given to the fact that the cost of obtaining a RSC can vary considerably depending on the nature and extent of the contamination. Some sites may require a substantial financial outlay to acquire a RSC as opposed to others. Accordingly, staff recommend that an RSC be delivered prior to the conveyance of any potential hospital site to Lakeridge Health. This is a requirement consistent with the intent as applied previously in Durham to other major provincial institutional projects.

- *Be comprised of lands that are developable and geotechnically stable*

Team Response: Staff concur that this be included as a mandatory criterion. However, staff suggest that clarity be provided in terms of how Lakeridge Health intends this criterion to be assessed.

- *Not be located in an environmentally sensitive area as designated by the Durham Regional Official Plan*

Team Response: Staff note that the Durham Regional Official Plan no longer designates areas as “environmentally sensitive areas”. Rather, it identifies “Key Natural Heritage and Hydrologic Features”, which are located in a wide variety of land use designations other than Major Open Space Areas (including Living Areas, Employment Areas and Prime Agricultural Areas). Accordingly, it is important to note that the nature of such features and their ecological functions can be such that the conservation authority having jurisdiction may determine that the ecological function can be removed and replicated elsewhere on- or off-site. This could potentially increase the amount of developable land on a site or, at a minimum, provide an on-site area more optimally configured for development.

In view of the foregoing, it is proposed that this criterion be reworded as follows: “Not be located in a Key Natural Heritage and Hydrologic Feature on lands designated as Major Open Space Areas on Schedule ‘A’ of the Durham Regional Official Plan”.

- *Not be characterized as part of the Greenbelt Natural Heritage System*

Team Response: For clarity and simplicity, staff recommend that the wording of this mandatory criterion be amended to simply state, “Not be characterized as part of the Greenbelt Area”.

The Greenbelt Area essentially consists of lands identified as Oak Ridges Moraine Area, Niagara Escarpment Plan Area, Urban River Valleys and Protected Countryside. Staff note that a draft mandatory criterion has already been proposed to ensure that any potential hospital site is not located in the Oak Ridges Moraine (meaning that this other criterion would become redundant in the event the wording of the subject criterion is amended as noted above). Further, none of the lands in Durham Region are within the Niagara Escarpment Plan Area. Urban River Valleys are lands not developable for hospital purposes and generally correspond to areas designated as Key Natural Heritage and Hydrologic Features in the Durham Regional Official Plan. Lastly, Protected Countryside Areas in the context of Durham’s five lakeshore area municipalities consist of lands identified in the Greenbelt Plan as Natural Heritage

System and Hamlets, with the remainder comprising prime agricultural lands. The draft mandatory criteria as currently proposed would preclude a hospital site from being located in the Greenbelt Natural Heritage System or in Prime Agricultural Areas designated in the Durham Regional Official Plan. The policies in the Durham Regional Official Plan governing hamlets would also preclude the development of a major hospital facility of the size and scale contemplated by Lakeridge Health.

- *Not be on land designated as Prime Agricultural Area as defined by the Durham Regional Official Plan*

Team Response: Staff concur that this be included as a mandatory criterion but recommend that it be augmented for the purposes of clarity, given that a multi-year Municipal Comprehensive Review of the Durham Regional Official Plan is underway. Specifically, the following wording is proposed: “Not be on lands designated as Prime Agricultural Area as defined by the Durham Regional Official Plan as of the date of issuance of the RFP”.

- *Not be located in the Oak Ridges Moraine*

Team Response: Staff concur that this be included as a mandatory criterion. However, staff note that in the event that the draft mandatory criterion precluding a new hospital site from being located in the Greenbelt Natural Heritage System is amended to preclude a site from being located in the Greenbelt Area, this criterion would no longer be necessary.

- *Have servicing, or be serviceable, for natural gas, electricity, water, wastewater, communications*

Team Response: Staff concur that this be included as a mandatory criterion.

- *Be greater than 10 km from another acute care hospital (with an emergency department)*

Team Response: Clarity should be provided to ensure that any existing hospitals to which this criterion is being applied are not hospitals that will have acute care services such as an emergency department and/or critical care/intensive care units removed or reduced because of the construction of the new hospital (thereby negating the applicability of the criterion).

Further, staff note that a degree of flexibility should be incorporated into the evaluation of this particular criterion. The rationale for such flexibility is outlined under Item 1 below in the City’s additional comments concerning proposed mandatory criteria.

Given that the locational attributes of a particular potential hospital site may vary widely from other potential sites, staff requests that the significance of selecting 10 km as a generic minimum separation distance between hospitals be clarified, as opposed to a lesser or greater separation distance value.

- *Meets all the requirements of Canadian Aviation Regulations (CARs) – 2019-1, Standard 325 for the creation of a heliport*

Team Response: Staff concur that this be included as a mandatory criterion. Staff also suggest that it would be appropriate to implement the following as a related mandatory criterion: “Be located within a reasonable travel distance of an airport in support of air ambulance and other health-related services such as ORNGE fixed wing aircraft organ and patient transfer flights and for utilization when extreme weather limits the use of the onsite heliport”.

- *No known heritage or archaeological impediments to development*

Team Response: Staff concur that this be included as a mandatory criterion.

Additional Team Comments:

1. Pursuant to the meeting held on July 7, 2021 involving municipal staff from the Region of Durham, City of Oshawa, Town of Whitby and City of Pickering, as well as representatives of the Independent Expert Panel, the Team is of the understanding that all of the criteria proposed as mandatory criteria are intended to be weighted equally. Further, given that they are proposed to be mandatory, failure to meet the requirement(s) of any particular criterion would disqualify a potential site from further consideration.

Staff recommends that a degree of flexibility be incorporated into the evaluation of those mandatory criteria where locational or physical site requirements do not relate to regulatory boundaries delineated in approved provincial planning documents (e.g., the Greenbelt Plan, the Oak Ridges Moraine Conservation Plan) and/or municipal official plans (e.g., the Durham Regional Official Plan). Examples of such regulatory boundaries include those that delineate the extent of the Greenbelt Natural Heritage System, the Oak Ridges Moraine and Urban and Rural Areas. Planning boundaries of this nature are typically provincially legislated and/or approved. As such, they are generally inflexible.

Conversely, matters such as minimum hospital separation distances and minimum hospital site size requirements are not locational or physical site requirements that are regulated in Provincial or municipal planning documents, whether through boundaries or policies. Consequently, there is an opportunity to be flexible when considering such matters. Adopting a flexible approach in this regard would be beneficial in circumstances where a site scores highly in terms of most mandatory criteria but falls short of a certain threshold - such as a minimum site separation distance or site size requirement - but not unreasonably so.

2. Consistent with the four draft criteria intended to ensure that the new site is not located in an environmentally sensitive area, not within the Greenbelt, not on land designated as Prime Agricultural Area in the Durham Regional Official Plan and not located in the Oak Ridges Moraine, staff recommends that the following be included as an additional mandatory criterion:

“Not be located outside of the Urban Area Boundary as defined in the Durham Regional Official Plan as of the date of issuance of the RFP”.

This is in recognition of the fact that the four draft criteria noted above, coupled with the proposed minimum site size requirement, essentially preclude a site from being located in the Region's Rural System, which contains only small rural settlements such as Hamlets. It also is consistent with the direction laid out by the Province in Section 3.2.8 of the Provincial Growth Plan entitled "A Place to Grow: Growth Plan for the Greater Golden Horseshoe", which states that:

"New public service facilities, including hospitals and schools, should be located in settlement areas and preference should be given to sites that are easily accessible by active transportation and transit, where that service is available."

Section 2.2.9 of the Provincial Growth Plan, which deals specifically with Rural Areas, indicates that public service facilities in Rural Areas should be co-located in rural settlements such as hamlets and integrated in community hubs, to serve the needs of rural residents. However, staff note there are no rural settlements of a size that could accommodate a minimum 50 acre hospital site within existing settlement area boundaries. Further, a hospital of the scale for which the site selection process is being advanced is not the type of public service facility intended to meet only the needs of rural residents.

Section 2.2.9 of the Provincial Growth Plan also places restrictions on the type of development that may occur outside of settlement areas on rural lands, and these do not include public service facilities of the intended size and function of the proposed new hospital. This policy direction is mirrored in Section 2.3.6 of the Provincial Policy Statement (2020).

In view of the foregoing, staff recommend that the following also be included as additional mandatory criteria:

"Conform to 'A Place to Grow: Growth Plan for the Greater Golden Horseshoe (2020)";

and,

"Be consistent with the Provincial Policy Statement, 2019".

3. Staff note that Section 24 of the Ontario Planning Act prescribes that where an Official Plan is in effect (such as the Durham Regional Official Plan), no public works shall be undertaken that do not conform therewith.

Additional Criteria Considerations:

- *Lowest land acquisition cost*

Team Response: Given that cost considerations are multi-faceted in nature, staff recommend that this criterion be reworded as follows: "Financial considerations including land acquisition costs for sites in the Urban Area Boundary".

Rewording the criterion in this manner would enable submissions to be evaluated from a broader financial perspective, as opposed to solely land acquisition costs. Further, it would allow potential sites within the Urban Area Boundary to be evaluated on an

appropriate comparative basis from a land use perspective, since sites that do not meet the intent of all of the mandatory criteria (and hence could be acquired at a lesser cost) would not be eligible for consideration.

- *Proximity to designated residential growth areas as defined by the Durham Regional Official Plan*

Team Response: Staff concur that this be included as an additional criterion but recommend that it be augmented for the purposes of clarity, given that a multi-year Municipal Comprehensive Review of the Durham Regional Official Plan is underway. Specifically, the following wording is proposed: “Proximity to designated residential growth areas as defined by the Durham Regional Official Plan as of the date of issuance of the RFP”.

- *Proximity to Regional Corridors as designated by the Durham Regional Official Plan, including 400 series highways*

Team Response: Staff concur that this be included as an additional criterion.

- *Land is not proximal to land with incompatible industrial uses and railway corridors*

Team Response: Staff concur that this be included as an additional criterion.

- *Land use is compatible with surrounding properties (size, scale, nearby operations, etc.)*

Team Response: Staff concur that this be included as an additional criterion.

- *Has suitable zoning or can be re-zoned for hospital use (supported by a Registered Professional Planning report)*

Team Response: Staff concur that this be included as an additional criterion.

- *Potential redundancy for essential servicing (e.g. electricity, natural gas, communications)*

Team Response: Staff concur that this be included as an additional criterion.

- *Convenience for community travel/access (ease of access; ability to be served by public transit; etc.)*

Team Response: Staff concur that this be included as an additional criterion.

- *Proximity to supporting businesses*

Team Response: Staff concur that this be included as an additional criterion.

- *Traffic that comes from the development of the hospital can be managed*

Team Response: Staff concur that this be included as an additional criterion.

Additional Team Comments:

1. Durham Region is host to a number of post-secondary institutions with programs focused on the health services sector. The clear opportunity for synergies between Lakeridge Health and the Region's post-secondary institutions merits consideration as an additional "value added" criterion. In this regard, staff recommend that the following be included as an additional criterion, taking into consideration ease of travel and travel time:

"In proximity to post-secondary institutions in main campuses offering programs and degrees focused on the health services sector, in order to optimize opportunities for collaboration, experiential learning and cross-functional synergies across a wide variety of disciplines, and taking into consideration the convenience of travel for students and faculty (including opportunities for active transportation)".

2. From an emergency services perspective, it would be appropriate to consider the benefits of having a new hospital site located in proximity to a fire station. There can be many repeat inspections or incident calls that municipal fire services staff make that require travel to a hospital, and proximity to a fire station merits consideration for this reason. Accordingly, staff recommends that the following be included as an additional criterion:

"In proximity to a municipal fire station".

I trust the above comments on both the draft mandatory criteria and additional criteria considerations will assist the Expert Panel to finalize a fulsome and well-defined set of site selection criteria. Oshawa staff's efforts in this regard have been applied using the lens of the regulatory framework prescribed under the Ontario Planning Act, the Provincial Policy Statement (2020), the Provincial Growth Plan and the Durham Regional Official Plan, to ensure conformity with the hierarchy of planning documents used to guide development at the Regional level.

On a final note, staff are aware that Lakeridge Health has recently launched a public survey to give members of the community an opportunity to provide input on the site selection criteria used to assess potential sites for the proposed future hospital. The Oshawa Team respectfully requests the opportunity to view the results of the on-line survey once it closes and provide additional Team comments in response to the input received from the community.

If you require further information or clarification, please contact Tom Goodeve, Director, Planning Services, at the address shown or by telephone at (905) 436-3311, extension 2307 or by email to tgoodeve@oshawa.ca.



Paul Ralph
Chief Administrative Officer

Durham Region Community Survey: Proposed Future Hospital Site Selection Criteria

Planning for Durham Region's Future Health Care Needs

Lakeridge Health is Durham Region's acute care provider and one of the largest hospital systems in the province, operating 5 hospitals and over 20 community locations. Lakeridge Health is working to become a fully integrated system, delivering high quality, patient and family-centred care wherever patients need to access programs and services.

As Durham Region continues to grow and demand for health care increases, Lakeridge Health is planning for an additional 1,000 hospital beds over the next 25 years.

To help meet this need, Lakeridge Health is redeveloping and expanding Bowmanville Hospital. Lakeridge Health's Master Plan also proposed that a new hospital be built to add existing services, particularly in the areas of critical care and emergency medicine.

Planning for this new hospital matches the longer term, multi-generational horizon for the hospital's strategic plan and is a multi-year process. The first step is to identify and protect land for the proposed hospital that will benefit all Durham Region residents right now and into the future.

There are some factors we know must be looked at in selecting a site, such as the size of the property, not too close to industrial uses that might disrupt a hospital or be too far from major roadways. You can view a complete list of the draft criteria by visiting the [Lakeridge Hospital web site](#).

Lakeridge Health is consulting with various experts to advise on these criteria. An Independent Expert Panel is leading this site selection process. Once a site is identified through this process, a recommendation will be made to the Lakeridge Health Board of Trustees who will make the recommendation to the Ministry of Health.

This decision must also include the perspectives of the people who live in Durham Region. The purpose of this survey is to get your feedback on what is important to you when considering a site for a new hospital. It will help inform the Panel's work as they look to create the criteria they will use to determine the best site.

For more information about the site selection process, please visit the [project webpage](#).

NOTE: The survey is available in 10 different languages. We encourage you to complete the survey in your preferred language by selecting the language from the dropdown bar on the top right-hand corner of the survey.

Questions

* 1. What community do you currently reside in?

- Ajax
- Brock
- Clarington

- Mississaugas of Scugog Island First Nation
- Oshawa
- Pickering
- Scugog
- Uxbridge
- Whitby
- Prefer not to answer

* 2. What is your age?

- Under 18 years old
- 18-24 years old
- 25-34 years old
- 35-44 years old
- 45-54 years old
- 55-64 years old
- 65+ years old
- Prefer not to answer
- 3. Gender: how do you identify?
- Man
- Woman
- Non-binary
- Prefer not to answer
- Prefer to self-describe

* 4. For validation purposes, please provide your email address. Unless you opt-in to receiving ongoing updates below, this information will be stored securely and irreversibly destroyed by May 31, 2022.

* 5. If you would like to receive email updates about the site selection process from Lakeridge Health, please select “yes” below, to consent to the use of your email address for the purposes of communicating about the potential development of a new hospital in Durham Region.

* 6. Imagine you need to visit this new hospital. Here are some of the most important factors about the hospital’s location that others have said might affect their experience.

On a scale of 1 to 5, with 1 being not important at all, and 5 being extremely important, please rank how the following things might affect your experience:

1 - Not at all important 2 - Slightly important 3 - Moderately important

4 - Very important 5 - Extremely Important

- How easy it is for me to park at the hospital
- The ability to easily access the hospital if you have mobility considerations
- Having businesses and restaurants around the hospital for me to visit
- The natural environment or green spaces around the hospital
- How long it takes me to get to the hospital

- My ability to easily take public transit to get to the hospital
- Please offer any other factor that would affect your experience. _____

* 7. Finding the best location for a new hospital in Durham Region is a complex process and may mean making hard decisions about competing priorities. We would like your feedback on how much you think the following items should be factored into the Independent Expert Panel’s decision-making process.

On a scale of 1 to 5, with 1 meaning very low influence, and 5 meaning extremely high influence, how much influence do you think each of the items below should have on selecting the best site for a new hospital?

We have also provided comment boxes so you can elaborate on each factor in greater detail if you wish.

The hospital’s location within the Region of Durham should be influenced by:

- 1 - Very low influence 2 - Low influence 3 - Moderate influence
 4 - High influence 5 - Extremely high influence

- Ensuring the hospital is in a location that is convenient and attractive for skilled health care workers and medical professionals to get to. Please elaborate.
- Choosing an area where a hospital isn't already located in Durham Region. Please elaborate.
- The hospital will be a large complex of buildings. Ensuring a campus of these buildings complements the surrounding neighbourhood and community where it’s located. Please elaborate.
- Ensuring a new hospital will be located where the greatest amount of population growth is expected to occur. Please elaborate.

8. What other factors do you think should influence the location decision?

Thank you for taking the time to complete this survey and contribute to the hospital site selection process. if you have additional feedback or comments, contact the expert panel at: siteselection@lh.ca

For more information about the site selection process, or to find a full list of the draft site selection criteria, please visit the project webpage.



Lakeridge Health Site Selection Process: Site Selection Criteria Stakeholder Feedback Report – Summary

September 2021

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Section 1: Introduction

1.1 Purpose of this Document

This document is intended as a support to the independent Expert Panel as it finalizes the site selection criteria for a proposed new hospital in Durham. The report presents the key inputs received from the stakeholder engagement activities undertaken in summer 2021.

NOTE: The full report has been summarized below for brevity. This Executive Summary identifies the key themes that came out of the consultation process and highlights the activities undertaken to gather this feedback on the draft site selection criteria.

1.2 Engagement Objectives

The following objectives for engagement were developed by the project team and aligned with the Board of Trustees Site Selection Committee.

- Engage with stakeholders at a specific point in the site selection process to get input on the criteria best used for site selection.
- Build support from key stakeholders for both the selection process and the site selection criteria.
- Ensure engagement methods selected reflect the diversity of stakeholders across Durham Region that are being consulted.

Section 2: Feedback Summary

Engagement undertaken included:

- **15 focus groups/interviews** with subject matter experts and Lakeridge Health internal audiences.
- **12,702 community survey responses**, which given the approximate 700,000 population of Durham Region imputes a margin of error of +/- 0.83% at a 95% confidence level (19 times out of 20).
- **Facebook Live Townhall viewed almost 900 times**. The video also had 220 engagements (likes, shares, comments) as of September 2, 2021.
- **1,602 responses from population-weighted telephone poll** conducted by Mainstreet Research of adults, aged 18 and over, living in Durham Region. As this survey used non-probability sampling to collect this sample, a margin of error cannot be applied to the sample. However, the margin for error for a probability sample of this size would be +/- 2.5% at the 90% confidence level.

- **Written feedback from the Durham Region Planning Department and three municipalities** (Pickering, Oshawa, Whitby).

2.1 What We Heard: Key Themes

Four key themes emerged from the stakeholder engagement process across all activities.

They are presented below without any prioritization or ranking.

Theme 1: Accessibility

The hospital should be in an area that is accessible by all methods of transportation (vehicle, public transit, active transit).

- How long it takes me to get to the hospital – weighted average 4.44 (out of 5) in community survey (top rated response).
- Of over 4,000 open-ended responses received, 1,155 mentioned “access” or “accessibility” as a factor that should influence the location decision.
- Weighted average of 4.32 (out of 5) in Mainstreet Research poll.
- Accessibility, regardless of how one chooses to travel, was a major consideration for various subject matter experts. Many pointed to the need for the proposed future hospital to be accessible to everyone in Durham Region, regardless of how they travel. Emergency transportation providers also flagged this as an important consideration.
- Many subject matter experts noted that a preferred location would be somewhere that is accessible by major road corridors/arteries that travel north-south and east-west to ensure people can access the hospital regardless of where they are located in Durham Region.
- Subject matter experts also noted that the site should have two entry and exit points.

The site itself should be easily accessible for people with mobility issues.

- The ability to easily access the hospital if you have mobility issues – weighted average 4.23 (out of 5) in community survey (top 3).
- Weighted average of 4.12 (out of 5) in Mainstreet Research poll.
- Several community groups noted the importance of ensuring the eventual site is accessible to all people, regardless of their physical abilities. A priority for many groups is choosing a location that will be accessible to people with mobility issues, such as seniors.

Parking should be affordable.

- How easy it is for me to park at the hospital – weighted average 4.40 (out of 5) in community survey (top 2).

- Weighted average of 4.35 (out of 5) in Mainstreet Research poll (top rated response).
- One of the top concerns unearthed in open-ended questions in community survey and Mainstreet Research poll.
- Parking affordability was a major concern for individual members of the community and community groups. Subject matter experts were less concerned with parking affordability as it has less of an impact on them.

Theme 2: Local Need

The hospital should be in an area that is currently underserved.

- Choosing an area where a hospital isn't already located in Durham Region – weighted average 4.05 (out of 5) in community survey.
- Weighted average of 4.1 (out of 5) in Mainstreet Research poll.
- Comments in the survey and from several focus groups spoke to the need to ensure vulnerable communities (e.g., seniors, low income, and others) are able to access the hospital. Many respondents pointed out specific high growth neighbourhoods that currently have a far distance to travel to the nearest hospital.

The hospital should be in an area where population growth is expected to occur.

- Ensuring a new hospital will be located where the greatest amount of population growth is expected to occur – weighted average 3.83 in community survey and 4.20 in Mainstreet Research poll.
- Very frequently referred to in open-ended responses in community survey as a logical place for a new hospital to be located.
- Subject matter experts, especially from the municipalities and the Region, believe that areas where population growth is expected to occur are fitting for a future hospital given the anticipated need that will continue to grow.

Theme 3: Ample Land for Ancillary Features

The hospital should be in an area that allows for a rooftop helipad.

- This was raised by Ornge, understanding Lakeridge Health's intention to have the proposed future hospital be focused on trauma.
- Location must be able to be compliant with all Transport Canada regulations for a helipad and the eventual operator's operational requirements.
- A rooftop helipad is preferred over a helipad located on the ground. Rooftop helipads

have a longer lifespan and are less intrusive to surrounding community. In addition, a rooftop helipad would have less of an impact on the operations of paramedics.

- Factors to consider include proximity to a residential area (e.g., noise, potential obstructions), space to take off and land, winds, and protected airspace.
- It was raised that municipalities can enact by-laws to protect the airspace utilized for a hospital helipad.

The hospital should be in an area that is close to greenspace for patients/families to access.

- Ranked fairly low in community survey (weighted average of 3.10 out of 5) but was something that was raised frequently in open-ended questions, in focus groups with community groups, and with internal Lakeridge Health audiences.
- This factor ranked comparatively low compared to other factors, with a weighted average of 3.24 (out of 5) in Mainstreet Research Poll.
- Qualitative feedback demonstrated that this was something important to people but is not reflected in the weighted averages.

The hospital site should be large enough to include ample parking.

- How easy it is for me to park at the hospital – weighted average 4.40 in community survey (one of top responses) and 4.35 (out of 5) in Mainstreet Research poll.
- Frequently referred to in open-ended questions and focus groups, as people generally find parking at hospital locations in Durham Region in short supply and expensive.

The hospital site should be large enough to include other ancillary facilities (e.g., for research, education, other health-care facilities, etc.).

- Something that was raised often in focus groups and interviews was the importance of having a site large enough that could contain other facilities beyond the hospital, such as labs, research facilities, and education buildings, for example.
- Ancillary support services like these were more important than being located somewhere close to local businesses, as the thought is that the future hospital would help spur further development around it, including businesses.

Theme 4: Planning and Environmental Considerations

The following bullet points are high-level suggestions that were made by Durham Region, the municipalities, planners, and conservation authorities that were consulted. They include specific recommendations on how to adjust the wording of criteria, suggested new criteria, and additional considerations.

To review detailed feedback on the site selection criteria, please refer to the table in Section 2.2.

Complete feedback from these groups can also be reviewed in *Appendices C and G*.

The hospital site that is selected should align with regional and municipal official plans when it comes to land use.

- This was something that was consistent in feedback from Durham Region, the municipalities that provided written feedback, and planners that participated in a focus group.
- The site selection criteria should weigh properties that fit within regional and municipal local plans, specifically when it comes to growth areas, public roads, environmental lands, traffic, etc.

Language used in the site selection criteria should be consistent with the Durham Region Official Plan.

- An example of this includes the phrase “environmentally sensitive.” Two municipalities and Durham Region noted that this phrase is no longer contained in the Official Plan and should instead be referred to as “key natural heritage or hydrologic feature.”
- Another example given is phrasing used when referring to Regional Corridors and 400 series highways.

Assessment of ‘nominal’ site selection criteria should be flexible.

- Feedback received on assessment of nominal criteria was around flexibility, specifically with respect to the size of the property and distance from other acute care facilities.
- The concern around these criteria seems to be that strong land proposals might be excluded if they fall just outside of the nominal cut-off and thus may not meet the mandatory criteria and be excluded from consideration. For example, a site being just under 50 acres in size.

Appendices

This section contains additional information about the engagement activities undertaken and methodology used to collect feedback.

Appendix A: Engagement Activities

To achieve the identified engagement goals, the site selection team aligned on the following engagement activities.

- **Community Survey:** accessible online in ten different languages from July 16 to August 6.
 - The survey was promoted in Durham Region media each week through paid advertisements, shared on Lakeridge Health’s social media channels and website, and shared directly with key stakeholder groups who, in turn, were asked to share with their respective networks.
- **Mainstreet Research Survey (weighted public opinion polling):** telephone call and online panel survey to reach representative sample across Durham Region.
 - The survey was conducted by Mainstreet Research, one of Canada’s top public opinion and market research firms.
- **Facebook Live Townhall:** community townhall to provide an overview of the site selection process, the criteria, how to participate in the survey, and to answer questions.
- **Focus Groups with Subject Matter Experts:** provide an overview of the site selection process and facilitate a discussion with individuals and groups that will be impacted by the site selected. Solicit technical feedback on site selection criteria.
- **Outreach to Community Groups:** communicate regularly with community groups (multicultural, LGBTQ+, education, special interest, etc.) about the site selection process, request their participation in the survey, and request that they amplify the public survey within their networks.
- **Outreach to Mississaugas of Scugog Island First Nation:** provide an overview of the site selection process and facilitate a discussion with Chief LaRocca on the site selection criteria.
- **Outreach to Durham Region and Municipalities:** provide an overview of the site selection process and request consolidated feedback from relevant departments and municipalities.

Appendix B: Methodology

Lakeridge Health and StrategyCorp worked together to identify key stakeholder groups that were important to consult with on the draft site selection criteria. This section outlines the activities undertaken to receive feedback from various stakeholder groups in Durham Region.

Throughout the public consultation period, which began in late June and concluded in early August, a variety of engagement activities were conducted. These included interviews, focus groups, a public survey, polling through Mainstreet Research, and a Facebook Live community townhall.

Some of these stakeholders were internal Lakeridge Health groups and others were external groups with subject matter expertise in key areas relevant to Durham Region such as emergency response, health care, environment, and commerce. The public was engaged through an online survey and through a virtual town hall event.

Principles of Engagement/Research

The survey followed these three principles of engagement.

Consistency: Ensure the engagement/research process is consistent overall so the Expert Panel can credibly say that everyone in Durham had a similar opportunity to provide input.

Substantiveness: Ensure the engagement/research methodology is one driven by substantive questions meant to elicit useful feedback and input that will help the Expert Panel shape the site selection criteria. This is accomplished by avoiding engagement/research questions that give the appearance of engagement but are not substantive; avoiding questions for which the answers would be already reasonably known; and providing significant opportunities for respondents to offer qualitative answers to questions.

Transparency: Widely sharing details on the overall process and the draft site selection criteria and ensuring that all feedback received by the Expert Panel (from this survey, as well as focus groups/interviews with experts) is made publicly available so people can see the input received by the Expert Panel that was subsequently used to develop the site selection criteria. This also includes clearly communicating with respondents who participate and closing the feedback loop with them if they have consented to allow us to update them.

Approach: Interviews / Focus Groups

Regardless of the group being consulted, the questions about the draft site selection criteria that formed the basis of the discussion were consistent to ensure a fair process.

Responses varied depending on the stakeholder's subject matter expertise, level of understanding, level of interest, and area of interest. Interviews and focus groups were one-hour in length and included a short presentation about the site selection process given by Scott McLeod, followed by a discussion about the draft criteria, led by consultants from StrategyCorp.

The complete list of draft criteria and discussion questions were provided in advance in a discussion guide and included the following:

- *Are there any criteria you believe are missing?*
- *Are there any criteria you believe should not be considered mandatory, or not be considered at all?*
- *How should the Expert Panel prioritize the additional consideration criteria as they assess potential locations?*
- *Are there any other considerations regarding the site selection criteria that you would like the Expert Panel to know about?*

Approach: Community Survey

The goal of the community survey was to give a voice to residents in the new hospital site selection process by obtaining meaningful feedback that the Expert Panel could use to shape the draft site selection criteria.

The approach taken was a survey methodology that relied on substantive questions focused on the site selection criteria – avoiding out of scope topics such as programs or services.

The survey was eight questions in length – including three demographic questions (municipality, age, gender), an email verification question, an opt-in to future communications question, two matrix-style questions to score the importance and prioritization of certain site selection factors, and an open-ended question about the site selection criteria for respondents to include any additional considerations or suggestions.

The survey was hosted on Survey Monkey and was made available to respondents in ten different languages.

Approach: Community Townhall

The goal of the community townhall, hosted on Facebook Live on July 28 from 6 – 7 PM, was to provide an overview of the site selection process, provide clarity as to the purpose of the engagement, answer questions about the site selection process, and encourage members of the community to complete the survey.

It was determined that a one-hour community townhall, held in the evening after work and promoted heavily in the media (print) and on social media in the weeks leading up to it, would help generate as many attendees as possible in the middle of summer.

To account for a potential low turnout due to the timing of the public consultation in the summer, Facebook Live was chosen as the preferred method of holding the townhall because it

is an engaging format and a recording of the townhall can be posted on the website/online for people to view after the live event ends if they were not able to attend the live event.

The event featured a panel of subject matter experts from Lakeridge Health including Cynthia Davis, President and CEO; Dr. Tony Stone, Chief of Staff; and Mark Murphy, Senior Director, Capital Planning and Development. They spoke to the long-term vision of Lakeridge Health, the Master Plan, and how a potential future site fits into this vision.

On behalf of the Independent Expert Panel, Scott McLeod, Executive Lead, led a discussion about the site selection process, including timelines, information about the mandatory and additional site selection criteria, and how people could provide their feedback with specific instructions on how to complete the community survey.

Members of the community were encouraged to write their questions into the Facebook Live chat. John Perenack, Principal at StrategyCorp, served as moderator. He led the Q&A portion of the discussion and triaged questions to the appropriate spokesperson.

Approach: Mainstreet Research Poll

Mainstreet Research was retained to conduct a random sample polling survey to complement the community survey available through the Lakeridge Health website. The survey was conducted from July 19 – 30 among a sample of adults over the age of 18 living in Durham Region.

The Mainstreet Research survey was conducted using live agent calling using computer-assisted telephone interviewing and online samples drawn from two panel providers. For the telephone interviews, respondents were interviewed on landlines and cellular phones.

The questions for the telephone and online random sample poll survey were informed by the online community survey – mirroring the same questions, but slightly adjusted for ease of facilitation over the phone.

Scope of Consultation: Stakeholders

This section includes a breakdown of who was engaged throughout the public consultation process. They are segmented into high-level groupings.

Community Safety Groups and Public Health

Method of Engagement: Initial touchpoint and introduction, facilitated interview/focus group, shared community survey.

- Ornge

- Durham Region Fire Services
- Durham Regional Police Service
- Region of Durham Paramedic Services
- Durham Region Health Department

Local and Regional Governments (Elected Officials, Planners)

Method of Engagement: Initial touchpoint and introduction, formal request for consolidated feedback from municipality via CAOs. Held a focus group for planning representatives from the Region and each municipality to ask more detailed questions and inform their feedback.

- Town of Ajax
- Township of Brock
- Municipality of Clarington
- City of Oshawa
- City of Pickering
- Township of Scugog
- Township of Uxbridge
- Town of Whitby
- Region of Durham

Broader Public

Method of Engagement: Initial introduction to project through social media and local news media. Solicited feedback through a community survey and provided additional context and answered questions through community townhall and a project email address. Information catalogued on the Lakeridge Health website. Process, survey, and townhall advertising in local newspapers.

Mississaugas of the Scugog Island First Nation

Method of Engagement: Initial touchpoint and introduction, request for interview with Chief LaRocca, conducted interview.

- Chief Kelly LaRocca

Conservation Authorities

Method of Engagement: Initial touchpoint and introduction, request for focus group, conducted focus group with representatives from the five conservation authorities in Durham Region. Shared community survey.

- Toronto and Region Conservation Authority
- Lake Simcoe Region Conservation Authority
- Central Lake Ontario Conservation Authority
- Ganaraska Region Conservation Authority
- Kawartha Conservation Authority

Business Community

Method of Engagement: Initial touchpoint and introduction, request for focus group, conducted focus group with representatives from Chambers of Commerce and Boards of Trade, shared community survey.

- Whitby Chamber of Commerce
- Ajax-Pickering Board of Trade
- Oshawa Chamber of Commerce
- Uxbridge Chamber of Commerce
- Scugog Chamber of Commerce
- Clarington Board of Trade
- Newcastle and District Chamber of Commerce
- Beaverton Chamber of Commerce

Community Groups, Charities, Non-Profits

Method of Engagement: Initial touchpoint and introduction to the site selection process, shared survey and distribution within local networks.

- Distribution to a range of community groups, charities, and non-profits from across Durham Region, including cultural groups, education institutions and boards, recreational groups/clubs, and more.

Lakeridge Health Internal Audiences

Method of Engagement: Internal communications to provide updates on the process, shared

and encouraged completion of public survey, and held focus groups where appropriate.

- Director's Committee
- Medical Advisory Committee (MAC)
- Leadership Forum
- Senior Management Team
- Patient and Family Experience Advisors / Auxiliaries
- Community Advisory Panels (CAPs)
- The four Foundations supporting Lakeridge Health's five hospitals
- Community Leaders Group (invitation to 30+ faith and multicultural leaders; coordinated with support of Lakeridge Health Board of Trustees)



September 21, 2021

Paul Ralph
Chief Administrative Officer, City of Oshawa
2nd Floor, Rundle Tower, City Hall, 50 Centre Street South
Oshawa, ON L1H 3Z7

Via email

Dear Mr. Ralph,

RE: Lakeridge Health Issues Call for Proposals for Identification of a Site for a Proposed New Hospital in Durham Region

As you are aware, Lakeridge Health is currently undertaking an independent site selection process to identify and protect land for a proposed new hospital in Durham Region. Using the feedback collected from the public consultation process this summer, the Expert Panel has finalized the site selection criteria that will be used to score all land proposals, and has now issued a Call for Proposals for the identification of the site for the proposed future hospital.

Interested respondents have until October 8, 2021 to complete the Mandatory Stage 1 Proposal Submission Requirements. Those respondents who are shortlisted will be notified by October 15, 2021. Shortlisted respondents will have until November 12, 2021 to complete the Additional Stage 2 Proposal Submission Requirements.

The Call for Proposals can be accessed on the Lakeridge Health [website](#).

Lakeridge Health welcomes all landowners to submit their sites for consideration, and all interested parties are encouraged to carefully review the final site selection criteria contained in the Call prior to submitting their proposals.

For more information on the site selection process, please visit the [Lakeridge Health website](#). If you have any questions, please contact us: lakeridge.health@strategycorp.com.

Sincerely,

A handwritten signature in black ink, appearing to read "Altaf Stationwala".

Altaf Stationwala
Expert Panel Chair

CC: Cynthia Davis, President & CEO, Lakeridge Health
Scott McLeod, Executive Lead – Site Selection



Lakeridge Health:
Reimagining the Future of
Health Care in Durham Region

PROPOSAL CALL

FOR

THE IDENTIFICATION OF A SITE FOR A PROPOSED NEW HOSPITAL IN DURHAM REGION

ISSUE DATE: SEPTEMBER 21, 2021

STAGE 1:

NOTICE OF BID INTENTION (4:00 PM*): SEPTEMBER 30, 2021

DEADLINE FOR INQUIRIES (4:00PM*): OCTOBER 1, 2021

STAGE 1 PROPOSAL SUBMISSION DEADLINE (2:00 PM*): OCTOBER 8, 2021

STAGE 2:

NOTIFICATION OF SHORTLISTED SUBMISSIONS (2:00PM*): OCTOBER 15, 2021

STAGE 2 SITE PROPOSAL SUBMISSION DEADLINE (2:00PM*): NOVEMBER 12, 2021

****ALL EST LOCAL TIME***

Receipt Confirmation Schedule (Submit in PDF)

To: *SUBJECT LINE:*
Lakeridge Health Site Selection Expert Panel
Attention: Scott McLeod, Executive Lead

Via: Email: newhospitalproposal@lh.ca

Re: Call for Proposals for the Identification of a Site for a Proposed New Hospital in Durham Region (“Site Proposal Call”)

Invited Proponents are requested to acknowledge receipt of the above referenced Site Proposal Call and their intent to submit a Proposal by sending this Receipt Confirmation Schedule by email to the attention of the Scott McLeod – Proposal Call Administrator – as identified in this Proposal Call. Please confirm your intention to bid by no later than 4:00 PM on September 30, 2021.

I hereby acknowledge receipt of the above-noted **Site Proposal Call**.

[Please check your answer]

I / We DO DO NOT Intend to submit a Proposal to this RFP.

Representative’s contact information:

_____	_____
Name	Representative’s Signature
_____	_____
Address	Name – Please Print
_____	_____
City, Province, Postal Code	Title
_____	_____
Phone	Date

Email	

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SITE PROPOSAL CALL

1.0 INTRODUCTION

1.1 Lakeridge Health

Lakeridge Health is one of Ontario's largest community health care systems and unique within the provincial health care landscape. It is a broad network of local community hospitals, a residential treatment centre, community-based clinics and services that provides a wide range of acute care services people need within their community along with best-in-class specialty services. Lakeridge Health consists of five (5) hospital sites, two (2) other residential sites, and over 15 clinics throughout Durham Region. Four (4) of the hospitals are full-service acute hospitals with 24/7 emergency services. These are located in Ajax, Port Perry, Bowmanville, and Oshawa. In addition, the Whitby Hospital provides comprehensive rehabilitation and complex continuing care and nephrology services.

Serving the health needs of diverse and growing communities comprised of dense urban centres, small towns and villages, as well as expansive rural areas, Lakeridge Health is continuously re-evaluating, reimagining and realizing new and more effective ways to support people to be healthy and meet changing community needs. An example of their commitment to transformational change and integrated care, Lakeridge is a key partner and the Lead Agency in the development of the Durham Ontario Health Team.

Lakeridge Health is focused on creating an integrated health system that supports people to achieve their best health. Best health means different things to different people. Best health happens when a person comes to the emergency department in crisis and is stabilized and connected with a support system in the community. For some, best health is the positive outcome of a surgery to treat an injury or disease affecting their quality of life. And, for a growing number of people, best health means health promotion and prevention guidance, receiving education, remote monitoring, and a coordinated care plan to maintain their independence and health at home while living with a chronic disease. Through a single system of care, focused on achieving best health, Lakeridge Health is committed to ensuring our local health system is sustainable for generations to come. The identification and protection of a site for a proposed future hospital that will support and expand Lakeridge Health's existing acute care capacity is a material step in realizing these objectives.

Lakeridge Health is the regional health centre for Durham, with significant regional services for Cancer, Mental Health, Critical Care and Nephrology and has the second highest emergency volumes in the province with four 24/7 emergencies. Lakeridge Health is organized into significant program focus of Emergency and critical care, maternal child (including a level 2 Neonate ICU), mental health, nephrology, medicine, surgery, cancer, and Post Acute Specialty Services which include rehabilitation and complex continuing care services. Lakeridge Health has a team of 6,200 people including physicians, nurses, allied health professionals and other team members alongside 1,500 amazing volunteers answer the call to provide essential care, treatment and support to people

in the region. Lakeridge Health’s fastest growing service is the regional cancer centre with radiation, systemic therapy, and increasing cancer surgical services supported by Ontario Health (formerly Cancer Care Ontario). Other regional services include nephrology, palliative home care, substance abuse (Pinewood Program), crisis intervention, mental health, head injury program, genetics, sexual assault, Positive Care clinic, cardiac rehab, stroke, diabetes, child/adolescent mental health, and eating disorders.

The Municipality of Durham Region (“Region of Durham”) is an upper tier municipality that spans over 2,500 sq. km, over 700,000 residents and is located immediately east of the City of Toronto. The region is comprised of eight (8) lower tier municipalities with certain services delegated to lower tier municipalities. Additional information of the Region of Durham can be found at www.durham.ca.

1.2 Purpose

This Site Proposal Call is issued for the purpose of soliciting proposals from interested Proponents (land owners, consortium of land owners, municipalities etc.) to submit land owned or controlled by the Proponent to be considered for selection and protection for future ownership by Lakeridge Health for a proposed future hospital site in Durham Region.

Only submissions that include registered or beneficial owners or persons that hold an unfettered and unconditional right to convey the property to Lakeridge Health at Closing of property will be considered.

The Proposal Call is structured into two (2) Stages. Stage 1 is open to all interested parties and Submissions will be evaluated against Mandatory Criteria contained in Schedule A. Submissions that meet those Mandatory Criteria will be advised on October 15, 2021, that they have cleared the Stage 1 Mandatory Criteria and will be asked to submit by November 12, 2021, a full Stage 2 Submission for evaluation by the Expert Panel.

1.3 Site Proposal Call relationship to Lakeridge Health’s Master Plan

The Lakeridge Health Master Plan defines the physical infrastructure and development strategies for the organization over the next 25 years. The Master Plan process involved extensive information gathering, including broad based stakeholder perspectives, assessment of viable options for each hospital site, and identification of proposed system and site-specific clinical requirements. The Master Plan is an enabling document that, once endorsed by the Ministry of Health, leads to the development of site-specific business case proposals that supports the Master Plan development objectives. The Master Plan was endorsed by the Board of Trustees in May 2019 and remains under consideration by the Ministry of Health. A cornerstone feature of the Master Plan is the development of new acute care hospital (New Hospital) that is proposed to include tertiary care trauma services serving the region and reflect an integrated model of care through creating a campus of healthcare through anticipated future developments.

As the Master Plan also includes expansion and redevelopments of the existing acute care sites in Oshawa, Ajax, Bowmanville and Port Perry, the location of this new facility should not be located

in areas that would materially overlap the catchment areas of these facilities and be positioned to provide service to underserved areas of the Region that are experiencing high population growth.

1.4 Overview of the Site Selection Process

In May 2021, the Lakeridge Health Board of Trustees endorsed a framework for a site selection process for the proposed new acute care hospital that included establishing an independent Expert Panel comprised of experts that do not reside or have business relationship in the Region of Durham and bring expertise from various professions deemed necessary to undertake the site selection process. The Expert Panel is supported by an Executive Lead who has been retained by Lakeridge Health to coordinate the process and provide guidance to the Expert Panel as required. The Board of Trustees also endorsed that a third-party Fairness Advisor be retained who would, amongst other activities identified in this Site Proposal Call, document all Expert Panel actions related to the site selection process and provide independent guidance as required to the Expert Panel on how to ensure activities and assessments are undertaken without bias and on objective basis.

In late May 2021, Lakeridge Health announced the launch of the independent site selection process and in June 2021, announced the membership of the independent Expert Panel. The Expert Panel members were selected based on a skillset that the Board of Trustees approved and have the experience necessary to lead all aspects of the independent and transparent process to identify the right site. Members of the Expert Panel have all confirmed that no personal or professional conflict of interests exist that could reasonably result in any bias in their deliberations. Through a formal Request for Proposals process, Optimus SBR was also appointed in late June 2021 as the Fairness Advisor to ensure that decisions and actions taken in the site selection process are taken on an objective and transparent basis. Details about the members of the Expert Panel and the Fairness Advisor are available on Lakeridge Health's website: <https://www.lakeridgehealth.on.ca/en/aboutus/site-selection-process-proposed-new-hospital.asp>.

In July and August 2021, the Expert Panel oversaw a wide-ranging public consultation process to gain insight from interested stakeholders and the broader community on siting considerations and the relative importance of various criteria for siting of a new acute care hospital in the Region of Durham. The output of these consultations have informed the final evaluation criteria contained in this Proposal Call.

The Proposal Call is structured into two (2) Stages. Stage 1 is open to all interested parties and Submissions will be evaluated against Mandatory Criteria contained in Schedule A. Submissions that meet those Mandatory Criteria will be advised on October 15, 2021 that they have cleared the Stage 1 Mandatory Criteria and will be asked to submit by November 12, 2021 a full Stage 2 Submission for evaluation by the Expert Panel. The structure is to ensure that only Proponent Submissions assessed as having a high potential of meeting the needs of Lakeridge Health will be asked to undertake additional diligence activities in recognition that these activities will result in costs incurred by Proponents. These diligence activities and submission requirements are outlined in Schedule B & C.

It is the Board of Trustees' expectation that the Expert Panel process would be concluded by the end of 2021 with recommendations from the Expert Panel on the preferred site or sites as appropriate. Board of Trustees will consider the Expert Panel recommendations in deciding on next steps which may include entering into agreements with any ownership parties.

1.5 The Expert Panel

The mandate of the Expert Panel is to undertake a transparent and public process and make the siting recommendations to the Board of Trustees.

The Independent Expert Panel is responsible for the site selection process, including establishing the criteria to evaluate each site that is brought forward from Proponents as part of this Site Proposal Call. With the support of Subject Matter Expert consultants (legal, environmental, etc.) the Panel will evaluate and rank all submitted site proposals against these criteria, the Expert Panel will make a recommendation on the preferred site (that which ranks the highest) to the Board of Trustees. If there are multiple sites that are scored materially the same, the Expert Panel may recommend more than one site to the Board for consideration and final decision. The Board of Trustees will consider the Expert Panel recommendation and make the final decision on a preferred site then commence discussions with the Ministry of Health on advancing the planning of the proposed new hospital and negotiations on the Option to Purchase.

Assessment & Panel Recommendation: The Expert Panel will assess all proposals against the site selection criteria at each Stage contained herein and make recommendations to the Lakeridge Health Board of Trustees based on the evaluation outcomes. As previously outlined, the process is a two (2) Stage submission with Stage 1 Mandatory Criteria set out in Schedule A and Stage 2 Mandatory criteria, and weighted criteria Schedules B and C.

2.0 OBJECTIVES

The objective is for the identification and protection of land for a proposed future hospital by having Proponents agree to the terms of a potential land transaction within a 5 year period. It is understood that Proponents may likely expect a commitment from Lakeridge Health for this objective. Appendix A contains a form of Option to Purchase and Purchase and Sale Agreement with terms and conditions of the potential Purchase of the site (including price) that is expected to be defined and agreed as part of a Proponent's Stage 2 submission.

In order for Lakeridge Health to complete its submission to the Ministry of Health, the Hospital needs to identify and protect a site for the new hospital. However, there are several conditions precedent (including Ministry of Health approvals) that must be met by Lakeridge Health before it will be able to enter into a contractual commitment for the purchase of a site. Should they be necessary, such conditions precedent are often related to the Ministry of Health and Long-Term Care and Lakeridge Health's capital planning process and may not be disclosed to Proponents.

2.1 Overview of Stage 1 Proposal Evaluation Criteria

The Stage 1 Mandatory Proposal Submission requirements are defined in Schedule A. As an overview, based on the extensive consultation feedback, considering prudent land requirements for a new hospital and experience of other hospitals in selecting new hospital sites, to advance to Stage 2 of the process, Proposals are expected to meet the following mandatory site criteria:

Potential sites must:

1. Contain a minimum of 50 acres of contiguous land
2. Have, or be able to obtain, a Record of Site Condition (RSC) to demonstrate there is no known soil or groundwater contamination above regulatory thresholds or geotechnical stability issues that could not be mitigated (O.Reg. 153/04) set by Ontario Ministry of the Environment, Conservation and Parks (MECP)
3. Not be located in a Key Natural Heritage and or have Hydrologic Features on lands
4. Not be characterized as part of the Greenbelt Area which includes the Oak Ridges Moraine
5. Be already serviced, or serviceable, by natural gas, electricity, Regional water, Regional wastewater, and communications infrastructure, including high speed internet, and site has potential redundancy for essential servicing (e.g., electricity, natural gas, communications)
6. Be greater than a 10km radius from another acute care hospital with an emergency department
7. Allow (for the creation of a heliport that meets the requirements of Canadian Aviation Regulations (CARs) 2019 1, Standard 325
8. Have no known heritage or archaeological impediments to development

For Proposals that meet the Stage 1 Mandatory Criteria and are Shortlisted for Stage 2, Proponents will be asked to submit Acceptance of or scope of changes to the Option to Purchase and Purchase and Sale Agreement (form of attached as Appendix D) as an additional Mandatory submission. Any changes (other than insertion of required information) will be assessed in terms of ability of Lakeridge Health to effectively transact with the Proponent.

2.2 Overview of Stage 2 Proposal Evaluation Criteria

Proposals that meet the above mandatory requirements will be asked to submit a Stage 2 Submission that will be evaluated on additional diligence submissions supporting the Mandatory and Weighted criteria set out in Schedule B and C. These will be evaluated in accordance with the applicable weightings defined in such Schedule and outlined below:

1. Be comprised of lands that are suitable for the development and construction of a hospital with sufficient frontage and depth and life cycle cost considerations
2. Site specific factors that materially impact the total cost of development and ownership including: land acquisition cost (total and per acre), site mitigation, and servicing.
3. Proximity to planned residential growth areas within the Durham Regional Official Plan
4. Proximity to Regional Corridors as designated by the Durham Region Official Plan, including 400 series highways to facilitate access for patients requiring critical care

5. Land is not proximal to land with current or planned incompatible industrial uses and railway corridors
6. Proposed site is zoned to permit a public use, such as a hospital or can be rezoned to accommodate a hospital within the 3–5-year timeline (supported by an opinion from a Registered Professional Planner)
7. Convenience for current and anticipated future patient, family and staff travel/access (ease of access; ability to be served by public transit; etc.)
8. Value added components of the proposal (including greater than 50 acres).

2.3 Project Schedule

The project schedule is provided in table below:

Milestone	Timelines
Release of Site Proposal Cal	September 21, 2021
Confirmation of Intention to Bid	September 30, 2021
Deadline for Proponent Questions	October 1, 2021
Stage 1 Site Proposal Submission Deadline	October 8, 2021
Evaluation and Stage 2 Shortlist Notification	October 15, 2021
Stage 2 Submission	November 12, 2021
Planned Recommendations to Board of Trustees	December 2021

2.4 Proponent Expenses

The Proponents shall bear, all costs and expenses incurred by them relating to any aspect of their participation or intended participation in this Proposal Call including, without limitation, all costs and expenses related to a Proponents’ involvement or costs incurred in:

- (a) Due diligence, investigations, and information gathering processes;
- (b) Attendances and/or participation at any and all meetings;
- (c) The preparation and delivery of the Site Selection Proposal submissions and responding to any subsequent Requests for Additional Information; and
- (d) Any costs associated with executing the Option to Purchase and associated documents required by Lakeridge Health should the Proponent’s submission be endorsed by Lakeridge Health.

2.5 Additional Information

Expert Panel members are committed to expediting the selection site for this facility. The Expert Panel (or any of its consultants) at its discretion may ask for additional information from shortlisted Proponents through a Request for Additional Information. The deliverables defined above will form an integral part of the comprehensive report expected to be tabled to the planned Lakeridge Health’s Board of Trustees December 2021 meeting.

2.6 Notice of Award

Proponents will be advised of the decision of the Lakeridge Health Board of Trustees in writing by Lakeridge Health to the email address used to submit their Proposal.

3.0 PROPOSAL SUBMISSION AND CONTACT INFORMATION

3.1 General

The Expert Panel or Lakeridge Health may cancel the Proposal Call process without liability or obligation to declare its rationale for such action.

3.2 Proposal Submission

One (1) electronic copy of your Proposal shall be submitted via email that clearly identifies the Proponent Name and Description and submitted to the Proposal Call Administrator by no later than the applicable Site Proposal Submission Deadline indicated on the front page of this Proposal Call (or as may be changed through issuance of an Addendum to this Proposal Call) and in the Project Schedule:

Email Submission: newhospitalproposal@lh.ca

Description: [Proponent Name] Bid Response to Identification and Protection of a Site for a Proposed New Hospital in Durham Region

3.3 Submission Procedures

- Proposals received after the Stage 1 or Stage 2 (as applicable) Site Proposal Submission Deadlines shall not be considered.
- The above timelines are subject to extension of time at the sole discretion of the Expert Panel. In the event a change is made to any of the above dates, the Bid Administrator will issue a formal Addendum to Proponents who submitted an Intention to Bid.
- The Expert Panel (through the Bid Administrator) may amend any timeline, including any Site Proposal Submission Deadlines, without liability, cost or penalty, and within its sole discretion.
- In the event of any extension to the Site Proposal Submission Deadlines, the Proponents shall thereafter be subject to the extended timeline.

3.4 Withdrawal of Proposal

An Intention to Bid may be withdrawn before the Stage 1 or Stage 2 Site Proposal Submission Deadlines by submitting a written request for withdrawal.

No submitted Proposal Call Submissions may be withdrawn or amended after the Site Proposal Submission Deadlines.

3.5 Amendment of Proposal Prior to Site Proposal Submission Deadline

A Proponent may amend any of its Proposal Call Submissions after submission but only if the Proposals are amended and resubmitted before the applicable Site Proposal Submission Deadline by notice to the Bid Administrator in writing and replaced with a revised Proposal(s), in accordance with the provisions of this Site Proposal Call, before the Site Proposal Submission Deadlines.

3.6 Definitions

For the purposes of the requirements stated in this Site Selection Proposal Call`

- a) “must” and “shall” indicate that the requirement is mandatory, subject to provisions of this Proposal Call; and
- b) “should”, “could” and “may” indicate that the requirement is discretionary.

3.7 Contact & Information

All communications regarding any aspect, including public statements or advocacy materials, regarding a Proponent’s submission must be submitted via email to the Proposal Call Administrator identified in this Site Selection Proposal Call. Proponents who fail to comply with the requirement may be disqualified from the Proposal Call process.

Without limiting the generality of this provision, Proponents shall not communicate with or attempt to communicate with any of the following parties:

- a) any employee or agent of Lakeridge Health (except for as permitted to the Proposal Call Administrator);
- b) the Expert Panel members; or
- c) any member of the Hospitals’ governing bodies (Board of Trustees)

3.8 Information and Notices

The Proponents are put on notice that from the date of issue of the Site Selection Proposal Call:

- a) only the Proposal Call Administrator is authorized to amend or waive the requirements of the Site Selection Proposal Call pursuant to the terms of this Site Selection Proposal Call;
- b) Proponents must not contact Lakeridge Health staff or its members of the Governing bodies (except for the Site Selection Proposal Call) or the Expert Panel identified, unless instructed in writing by the Proposal Call Administrator;
- c) under no circumstances shall the Proponent rely upon any information or instructions from anyone other than provided in writing by the Proposal Call Administrator; and,

- d) neither the Expert Panel or Lakeridge Health, its employees nor its agents shall be responsible for any information or instructions provided to the Proponent, with the exception of information or instructions provided in writing by the Proposal Call Administrator.

3.9 Clarifications and Questions

Submission

Proponents may request clarification of this Proposal Call by submitting all requests for clarification by email newhospitalproposal@lh.ca to the attention of the Proposal Call Administrator by no later than the date and time indicated on the front page of this Proposal Call (**Stage 1 – 4:00 PM on October 1, 2021**) (or as may be changed through issuance of an Addendum to this Proposal Call). Deadline for clarifications and questions for Stage 2 will be defined as part of the Notice of Shortlisted Proponents on October 15, 2021.

Questions and Answers

The Proposal Call Administrator will provide Proponents with written responses to questions that are submitted by Proponents that have submitted a Notice of Intention to Bid. In answering the Proponent's questions, Proponents may request that their question is commercially sensitive and should not be publicly disclosed. Note that the Proposal Call Administrator shall include in the Addenda all questions but not attribute the questions to any Proponent. Notwithstanding the foregoing, the Proposal Call Administrator:

- a) may in his sole discretion answer similar questions from various Proponents only once, edit the questions for clarity, and exclude questions that are either inappropriate or not comprehensible,
- b) reserves the right to provide oral responses to minor questions and to not distribute the answers in Addenda, and
- c) reserves the right to and assess whether a question is commercially confidential and to not distribute the answers to such questions in Addenda and respond directly to the Proponent(s) asking such question.

Successful Shortlisted Stage 2 Proponents may be required to attend Oral Interviews to present their proposed site to the Expert Panel. The Oral Interviews will also provide an opportunity for the Expert Panel to ask questions and achieve greater clarity regarding the proponents proposals.

The purpose of the Oral Interviews is for the Proponents to demonstrate their Proposal's capabilities of meeting the Evaluation Criteria and to clarify their bid submission. Should the Proponent be asked to an Oral Interview, the Proponent is required to provide a presentation to the Expert Panel at least 2 Business Days in advance of the scheduled meeting and also respond to any questions that arise. The Fairness Advisor will be present during the Oral Interview.

The date, time and location (or virtually as COVID-19 protocols dictate) of any Oral Interviews will be confirmed in Stage 2. Proponents are responsible for all required transportation and any

applicable costs incurred as a result of the travel to and from Lakeridge Health, 920 Champlain Court Whitby, ON L1N 6K9.

Clarification of Proponent's Proposal

The Expert Panel through the Proposal Call Administrator shall have the right at any time after Proposal submission, to seek clarification from any Proponent in respect of the Proponent's Proposal, without contacting other Proponents. The Expert Panel is however not obliged to seek clarification of any aspect of any Proposal.

Verification of Information

The Expert Panel shall have the right to verify any Proponent statement or claim by whatever means the Expert Panel or its advisors deem appropriate, including contacting persons in addition to those offered as references if applicable.

The Proponent shall co-operate in the verification of information and is deemed to consent to the Expert Panel verifying such information by submitting a Proposal.

Documentation

The Proponent must provide to the Expert Panel, at no cost to the Expert Panel, all documentation pertaining to the requirements identified in this Proposal Call.

Disqualification of Proposals

The Expert Panel, without liability, cost or penalty, in its sole discretion, and without obligations to provide its reasons may disqualify any Proposal at any stage of the Proposal Call process if:

- a) the Proposal contains materially or substantive incorrect, incomplete or insufficient information;
- b) the Proponent misrepresents any information provided in its Proposal or fails to provide adequate disclosure of actual or potential conflict of interests;
- c) there is any evidence that the Proponent, its employees, or agents colluded with one or more other Proponents or any of its or their respective employees or agents in the preparation of the Proposal;
- d) the Proponent's lack of co-operation impedes the Proposal Call process or the evaluation of any Proposal or Proposals submitted pursuant to this Proposal Call;
- e) in the case of a Proposal jointly submitted by multiple parties, in the event that one party decides to opt out of the terms of the Proposal Call after submission, cannot continue to be a Proponent, or cannot fulfill the obligations set out in this Proposal Call; or,

- f) the Proponent reveals a conflict of interest in its Proposal or a conflict of interest is brought to the attention of the Proposal Call Administrator.

Notwithstanding the above, the Expert Panel shall have the right to waive any irregularities in Proposals or in the submission of Proposals, provided that such irregularities are minor and do not constitute a material deviation.

Discussions with Preferred Proponent or Proponents

After agreeing on the Preferred Proponent, if any, the Board of Directors of Lakeridge Health may in its sole discretion, negotiate changes, amendments, or modifications to a Preferred Proponent's Proposal.

Confidentiality

All correspondence, documentation and information of any kind, provided to any Proponent, in connection with or arising out of this Proposal Call or the acceptance of any Proposal:

- a) must be treated as confidential;
- b) must not be used for any purpose other than for replying to this Proposal Call; and
- c) must be returned upon request.

Proponent's Submissions

All correspondence, documentation and information provided in response to or because of this Proposal Call may be reproduced for the purposes of evaluating the Proponent's submissions to this Proposal Call. If a portion of a Proponent's Proposal is to be held confidential, such provisions must be clearly identified in the Proposal.

3.10 Proposal Submissions and Personal Information

Use

Any personal information as defined in the Personal Information Protection and Electronic Documents Act, S.C. 2005, c.5 that is requested from or provided by each Proponent shall only be used to evaluate the Proposal submissions.

Consent

It is the responsibility of each Proponent to obtain the consent of such individuals prior to providing the information to the Expert Panel and the Expert Panel will consider that the appropriate consents have been obtained for such disclosure to and use.

Non-Disclosure Agreement

The Expert Panel and Lakeridge Health reserves the right to require any Proponent to enter into a non-disclosure agreement satisfactory to the Expert Panel and Lakeridge Health during the Stage 2 Proposal process.

Intellectual Property

The Proponent should not use any intellectual property of the Expert Panel or Lakeridge Health, including but not limited to all logos, registered trademarks or trade names, at any time without the prior written approval the Expert Panel or Lakeridge Health as appropriate.

All deliverables, documentation, services and intellectual property rights of any kind derived and/or developed under this Site Selection Proposal Call are to remain the exclusive property of the Expert Panel and/or Lakeridge Health.

Requests to present data or publish or present papers derived from work under this Site Selection Proposal Call in any type of publications, journals or professional conferences must be made to the Expert Panel and/or Lakeridge Health and prior approval must be obtained in writing from the Expert Panel and/or Lakeridge Health as appropriate regardless of whether the Proponent or Proponents Proposal was disqualified or otherwise not selected.

Proponent's Proposals

All Proposals and supporting documentation received shall become the property of Lakeridge Health.

Conflict of Interest

The Proponent should not have any actual or potential conflict of interest or any other type of unfair advantage in submitting its Proposals or in performing or observing the obligations set out in the Agreement, except to the extent any such conflict of interest or unfair advantage are set out in the Proposals.

Assignment

The Proponent shall not assign any of its rights or obligations hereunder during the Proposal Call process without the prior written consent of the Expert Panel and/or Lakeridge Health as appropriate. Any act in derogation of the foregoing shall be null and void.

Governing Law

The Proposal Call, the Proponent's Proposals and any resulting Agreement shall be governed by the laws of Ontario and Canada.

No Liability

For clarity and notwithstanding anything stated, inferred or implied in this Proposal Call documentation, the Expert Panel and Lakeridge Health shall not be liable to any Proponent, person or entity for any losses, expenses, costs, claims or damages of any kind

- a) arising out of or by reason of or attributable to the Proponent responding to this Site Selection Proposal Call; or
- b) Recommendations made by the Expert Panel or Decisions made by Lakeridge Health (including electing to not enter into a final Option to Purchase or Agreement of Purchase and Sale); or
- c) as a result of the use of any information, error or omission contained in this Site Selection Proposal Call document or provided during the Site Selection Proposal Call process.

DECLARATION & CERTIFICATION – PROPOSAL CALL SUBMISSION

Declaration and Certification

TO: The Expert Panel
Attention: Proposal Call Administrator

FROM: _____
Proponent’s Legal Name

Street Address

City/Province/Postal Code

Principal Contact Name (“Proponent”)

REFERENCE *Identification of a Site for a Proposed New Hospital in Durham Region (RFP”)*

I am duly authorized by the Proponent, including the persons, firms, corporations and advisors joining in the submission of this Proposal, to execute this Declaration and Certification.

I declare and certify as follows:

1 Proponent Information

- (a) The full legal name of the Proponent is:

- (b) The name, address, telephone, facsimile number and e-mail address of the contact person for the Proponent is:

- (c) The jurisdiction under which the Proponent is formed is:

2 Offer

The Proponent has carefully examined the Site Selection Proposal Call documents and has a clear and comprehensive knowledge of what is required under the Site Selection Proposal Call. By

**SCHEDULE A – MANDATORY STAGE 1 PROPOSAL SUBMISSION
REQUIREMENTS**

MANDATORY CRITERIA

**Proponent to append supporting documents (Word, PDF or Excel as appropriate) for
EACH Criteria clearly labelled referencing the Criteria enumeration.**

	Stage 1 Mandatory Criteria	Minimum Requirements
1	Contain a minimum of 50 acres of contiguous land	Registered Site Survey if available. If not available documentation showing site boundaries and explanation as to why no survey exists at this time. Proof of Registered or Beneficial Ownership of Proposed Site or persons that hold an unfettered and unconditional right to convey the property to Lakeridge Health at the time of the Stage 1 Submission (as evidenced by a Land Registry (TerraView) document together with a further representation and warranty that the proponent will maintain that interest at the time of closing).
2	Have, or be able to obtain, a Record of Site Condition (RSC) to demonstrate there is no known soil or groundwater contamination above regulatory thresholds or geotechnical stability issues that could not be mitigated (O.Reg. 153/04) set by Ontario Ministry of the Environment, Conservation and Parks (MECP)	If formal reports not available, listing of Persons with whom due inquiry has been made.
3	Not be located in a Key Natural Heritage and or have Hydrologic Features on lands	If available as documented in a Registered Professional Planning Report (RPP). If formal report not available, listing of Persons with whom due inquiry has been made.
4	Not be characterized as part of the Greenbelt Area which includes the Oak Ridges Moraine	If available as documented in a Registered Professional Planning Report (RPP). If formal report not available, listing of Persons with whom due inquiry has been made.
5	Be already serviced, or serviceable, by natural gas, electricity, Regional water, Regional wastewater, and communications infrastructure, including high speed internet, and site has potential redundancy for essential servicing (e.g., electricity, natural gas, communications)	Documented in a Registered Professional Planning Report (RPP) Referencing the Region of Durham Serving Growth Plan. If formal report not available, listing of Persons with whom due inquiry has been made to support the statements.
6	Be greater than a 10km radius from another acute care hospital with an emergency department	Provide scaled site map rendering with indicators of other acute care facilities showing such are not within 10 km radius.
7	Allow (for the creation of a heliport that meets the requirements of Canadian Aviation Regulations (CARs) 2019 1, Standard 325	If available as documented in an Aviation Engineering Report. If formal report not available, listing of Persons with whom due inquiry has been made to support statement of suitability.
8	Have no known heritage or archaeological impediments to development	Valid Archeology report. If formal report not available, listing of Persons with whom due inquiry has been made to support the statements.

END OF STAGE 1 CRITERIA

SCHEDULE B – STAGE 2 MANDATORY PROPOSAL SUBMISSION REQUIREMENTS

MANDATORY CRITERIA

Proponent to append supporting documents (Word, PDF or Excel as appropriate) for EACH Criteria clearly labelled referencing the Criteria enumeration.

	Stage 2 Mandatory Criteria	Minimum Requirements (Unless already provided in Stage 1 Submission)
1	Contain a minimum of 50 acres of contiguous land	Registered Site Survey and Local and provincial hydro reports as to existence of unregistered hydro easements (if any). A tax certificate as part of Stage 2 Proposal Submission.
2	Have, or be able to obtain, a Record of Site Condition (RSC) to demonstrate there is no known soil or groundwater contamination above regulatory thresholds or geotechnical stability issues that could not be mitigated (O.Reg. 153/04) set by Ontario Ministry of the Environment, Conservation and Parks (MECP)	Record of Site Condition; and Canadian Nuclear Laboratories report confirming that their records show no active waste sites on or near the Proposed Site; and Technical Standards & Safety Authority report confirming that there are no records of any fuel storage tanks at the Proposed Site.
3	Not be located in a Key Natural Heritage and or have Hydrologic Features on lands	Registered Professional Planning Report (RPP) or equivalent professional report and Conservation authority report indicating whether or not the Proposed Site is impacted by any restrictions imposed by any conservation legislation, regulation, policy or other applicable restriction – requirement of any approvals or permits for site development.
4	Not be characterized as part of the Greenbelt Area which includes the Oak Ridges Moraine	Registered Professional Planning Report (RPP) or equivalent professional report.
5	Be already serviced, or serviceable, by natural gas, electricity, Regional water, Regional wastewater, and communications infrastructure, including high speed internet, and site has potential redundancy for essential servicing (e.g., electricity, natural gas, communications)	Registered Professional Planning Report (RPP) or equivalent professional report referencing the Region of Durham Serving Growth Plan.

6	Be greater than a 10km radius from another acute care hospital with an emergency department	Provide scaled site map rendering with indicators of other acute care facilities showing such are not within 10 km radius.
7	Allow (for the creation of a heliport that meets the requirements of Canadian Aviation Regulations (CARs) 2019 1, Standard 325	Valid Archeology report issued by a professional qualified to provide such report and search results from the Bereavement Authority of Ontario's website confirming that there are no records of any cemeteries on the Proposed Site.
8	Have no known heritage or archaeological impediments to development	Aviation Engineering Report or equivalent professional report.
9	Acceptance of or scope of changes to the Option to Purchase and Purchase and Sale Agreement	Proposed Option Agreement and Purchase of Sale Agreement (unsigned) without material changes or modifications.

SCHEDULE C – STAGE 2 ADDITIONAL PROPOSAL REQUIREMENTS

Consideration	Assessment	Scale Factors	Max Points out of 100
Be comprised of lands that are suitable for the development and construction of a hospital with sufficient frontage and depth and life cycle cost considerations.	Proposed land has access and dimensions that facilitate a health campus development. Including assessment of complexity and cost of development on the site (including servicing and constructability).	Depth, frontage, access, serviceability and land features provides adequate space for development and construction	20
Site specific factors that materially impact the total cost of development and ownership including: land acquisition cost (total and per acre), site mitigation and servicing.	Total cost (as documented in the Option and Purchase and Sale Agreements and Option Agreement), and other cost considerations related to site servicing and access.	Lowest total cost highest point total	10
Proximity to planned residential growth areas within the Durham Regional Official Plan.	As documented in a Registered Professional Planning Report (RPP) referencing Region of Durham and Municipal Official Plans and other documentation as appropriate	Reasonable `buffer` from but not adjacent to residential developments (existing or planned) preferable	10
Proximity to Regional Corridors as designated by the Durham Region Official Plan, including 400 series highways to facilitate access for patients requiring critical care.	As documented in a Registered Professional Planning Report (RPP) referencing Region of Durham and Municipal Official Plans and other documentation as appropriate	Direct site access (existing) to major arterial roads and 400 series highways highest rated. Potential direct access (supported by Planning Report) mid point. No direct access to major arterial roads or 400 series highways possible due to location or needing to cross other land holdings lowest rating	16

<p>Land is not proximal to land with current or planned incompatible industrial uses and railway corridors.</p>	<p>As documented in a Registered Professional Planning Report (RPP) referencing existing industrial uses and rail corridors as well as Region of Durham and Municipal Official Plans and other documentation as appropriate. Provide map noting nearest industrial sites and railway corridors (in km)</p>	<p>No existing or planned rail corridors or incompatible or potentially incompatible industrial sites within 2km highest rated. Adjacent to functioning freight rail and less than 2km from major industrial complexes lowest rating</p>	<p>7</p>
<p>Proposed site is zoned to permit a public use, such as a hospital or can be rezoned to accommodate a hospital within the 3–5-year timeline (supported by an opinion from a Registered Professional Planner).</p>	<p>As documented in a Registered Professional Planning Report (RPP) referencing Region of Durham and Municipal Official Plans and other documentation as appropriate including current zoning designation and detailed steps to a rezoning for institutional use</p>	<p>Site is currently zoned for institutional (hospital use) highest points. Letter(s) of support from Region of Durham and Municipalities supporting rezoning mid-point. Planning report outlining complex and likely contentious land use planning approvals lowest points</p>	<p>12</p>
<p>Convenience for current and anticipated future patient, family and staff travel/access (ease of access; ability to be served by public transit; etc.</p>	<p>Professional Planning Report (RPP) that identifies currently available or planned (within 10 years) transit routes serving the site</p>	<p>Existing transit access adjacent to site highest scoring. Sliding scale to sites within existing expansion plans</p>	<p>20</p>
<p>Value added components of the proposal (including greater than 50 acres, etc.)</p>	<p>Additional developable land above minimum requirement, complexity of transaction ownership structure, public sector partnership in ownership of site.</p>	<p>Additional developable land and clear title with single owner highest scoring</p>	<p>5</p>

APPENDIX A – FORM OF OPTION AND PURCHASE AND SALE AGREEMENT

OPTION TO PURCHASE AGREEMENT

THIS AGREEMENT made as of the [insert] day of [insert], [insert].

BETWEEN:

[INSERT]

(the “Optionor”)

- and -

LAKERIDGE HEALTH

(the “Optionee”)

WHEREAS:

- A. Pursuant to a Proposal Call process (the “**Proposal Call Process**”), the Optionee has identified the Property as a suitable property for a proposed future hospital site to be developed by the Optionee;
- B. The Optionor is the registered owner of the Property;
- C. The Optionor has agreed to grant to the Optionee an option to purchase the Property upon the terms and conditions set out herein.

NOW THEREFORE THIS AGREEMENT WITNESSES THAT in consideration of the Option Fee and other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged by the Optionor), the parties hereto hereby covenant and agree as follows:

1. DEFINITIONS

In this Agreement the following terms shall have the respective meanings ascribed thereto as follows:

- (a) “**Business Day**” means any day other than a Saturday, Sunday or a statutory or municipal holiday in the municipality in which the Property is situate.
- (b) “**Claims**” means, collectively, all actions, causes of action, claims, losses, demands, damages, liabilities, penalties, costs and expenses of every nature and kind suffered or

incurred by a party.

- (c) “**Closing Date**” means the date which is **[insert]** days after the Exercise Date, provided that if such date is not a Business Day then the Closing Date shall be the first Business Day thereafter.
- (e) “**Exercise Date**” means the date on which the Optionee delivers Notice to the Optionor exercising the Option.
- (f) “**Expiry Date**” means the date determined in accordance with Section 3(b) of this Agreement.
- (g) “**Governmental Authority**” means any municipal, regional, provincial or federal government and any regulatory authority, agency, commission, board, branch or department thereof having or claiming jurisdiction over the Property.
- (h) “**H.S.T.**” means all goods and services tax, harmonized sales tax or other sales or value added tax imposed under Part IX of the *Excise Tax Act* (Canada), as amended from time to time, or under any provincial legislation similar thereto.
- (h) “**Lands**” means the lands described in Schedule A hereto.
- (i) “**Option**” means the option to purchase the Property granted by the Optionor to the Optionee herein.
- (j) “**Option Fee**” means the sum of **[insert]** plus applicable H.S.T. payable by the Optionee to the Optionor.
- (k) “**Property**” means the Lands and any structures or improvements thereon (if any).
- (l) “**Proposal Call Process**” has the meaning ascribed thereto in Recital A.
- (m) “**Purchase Agreement**” means the agreement of purchase and sale in respect of the Property on the terms and conditions set out in Schedule B hereto, which will arise in the event that the Option herein is exercised.

2. OPTION FEE

- (a) The Optionee agrees to pay the Option Fee to the Optionor by wire transfer, concurrent with execution of this Agreement.
- (b) Notwithstanding anything herein contained to the contrary, if the Option is exercised by the Optionee, the Option Fee shall be credited against the purchase price payable by the Optionee pursuant to the Purchase Agreement.
- (c) Subject to Section 2(b), the Optionee acknowledges that the Option Fee is non-refundable and belongs to the Optionor upon execution and delivery of this Agreement, save and except in the following circumstances:
 - (i) the parties determine, either before or after the exercise of the Option, that the transfer of the Property will not comply with the *Planning Act* (Ontario);
 - (ii) the Optionor is not able to give the Optionee good title to the Property, free and clear of all encumbrances other than Permitted Encumbrances, for any other reason whatsoever; or
 - (iii) the Optionor defaults in its obligation to complete the transaction of purchase and sale arising upon exercise of the Option.

3. GRANT OF OPTION TO PURCHASE

- (a) In consideration of the Option Fee, the Optionor hereby grants to the Optionee an exclusive, irrevocable option to purchase the Property, upon the terms and conditions set out in this Agreement.
- (b) The Option hereby granted shall be exercisable by the Optionee by Notice given to the Optionor at any time on or before **[date 5 years from Execution Date to be inserted]** (the “**Expiry Date**”).
- (c) If the Optionee exercises the Option as aforesaid on or before the Expiry Date, thereupon there shall be constituted a binding agreement of purchase and sale between the Optionor, as the vendor, and the Optionee, as purchaser, pursuant to which the Optionor shall sell the Property to the Optionee for the purchase price and upon the other terms and conditions set out in the Purchase Agreement.
- (d) If the Optionee does not exercise the Option on or before the Expiry Date, the Option shall be null and void, this Agreement shall be terminated and neither party shall have any further obligation to the other hereunder, save only for any obligations which, according to the express terms of this Agreement, survive termination.

4. DELIVERIES

- (a) Within **[insert]** Business Days after the date of execution of this Agreement by the parties hereto, the Optionor shall deliver to the Optionee the following documents and files relating to the Property (save to the extent already delivered to the Optionee as part of the Proposal Call Process):
- (i) copies of all reports relating to the environmental condition of the Property, including without limitation a current soil test report, a Phase I environmental site assessment and, if applicable, a Phase II environmental site assessment;
 - (ii) copies of outstanding work orders, directives or letters of non-compliance issued by any Governmental Authority affecting the Property, if any;
 - (iii) an up to date plan of survey for the Property showing any structures and improvements on the Lands, easements, rights of way, and fences; and
 - (iv) the current realty tax bill, the realty tax bill for the previous calendar year, current notices of assessment and any supplementary notices of assessment, and details of any outstanding realty tax appeals,

including, any and all updates to the foregoing documents and files if such documents and files were delivered to the Optionee as part of the Proposal Call Process.

- (b) Within three (3) Business Days of receipt of a request from the Optionee, the Optionor shall execute and deliver to the Optionee authorizations permitting Governmental Authorities to release information respecting the Property to the Optionee, provided that any such authorizations shall not authorize or request any inspections of the Property.

5. ACCESS

The Optionor shall permit the Optionee and its employees, agents, representatives, consultants and contractors to have access to the Property, from time to time, at reasonable times and upon prior Notice, at the sole expense and risk of the Optionee, for the purpose of conducting such tests, inspections and investigations as the Optionee may deem necessary or desirable, including without limitation soil tests, environmental audits, and any condition inspections or studies. Such access shall be subject to the following terms and conditions:

- (a) such tests, inspections and investigations will not materially interfere with the operation of the Property or with the tenants thereof; and
- (b) the Optionee shall provide at least two (2) Business Days' prior notice to the Optionor of any such tests, inspections and investigations.

The Optionor acknowledges that the tests and studies may involve the drilling of holes or similar investigations. The Optionee agrees to restore the Property to its original condition, insofar as reasonably possible. The Optionee agrees to indemnify the Optionor from and against all Claims

directly and solely caused by any entry, tests, inspections and investigations or other activity on the Property by the Optionee or by its employees, agents, representatives, consultants or contractors. This indemnity shall survive termination of this Agreement, notwithstanding anything herein contained to the contrary.

6. REGISTRATION OF NOTICE

- (a) The Optionor and the Optionee acknowledge and agree that this Option to Purchase Agreement shall run with the lands. The Optionee may register notice of this Agreement against the Property, at the Optionee's cost.
- (b) The Optionor hereby covenants and agrees to execute such further and other instruments and documents as may reasonably be required by the Optionee to effect registration of this Agreement or a notice hereof, having priority over all charges and liens, without cost or condition to the Optionee. Without limiting the generality of the foregoing, the Optionor covenants and agrees to forthwith obtain and register postponements from holders of any mortgages, charges, liens or other encumbrances against the Property in favour of the notice of this Agreement.
- (c) In the event that the Optionee does not exercise the Option granted pursuant to this Agreement, then the Optionee shall authorize the Optionor to delete the said notice from title to the Property following the Expiry Date.

7. OPTIONOR'S REPRESENTATIONS, WARRANTIES AND COVENANTS

The Optionor represents and warrants to and covenants with the Optionee, as of the date hereof, as follows:

- (a) That this Agreement (including without limitation the Purchase Agreement) has been duly authorized by all corporate action required to be taken by the Optionor, and constitutes a legal, valid and binding obligation of the Optionor, enforceable in accordance with its terms.
- (b) That the Optionor is the sole legal and beneficial owner of the Property, is in lawful, exclusive and peaceable possession thereof, and has the right to convey the Property free and clear of all encumbrances, save only for the Permitted Encumbrances (as defined in Schedule B hereto).
- (c) That there are no mortgages, charges, liens or other encumbrances affecting the Property, other than (i) Permitted Encumbrances as aforesaid and (ii) such as will be postponed in favour of a notice of this Option to Purchase Agreement and will be discharged on or before the closing date of the purchase of the Property by the Optionee, if the Option is exercised.
- (d) That there are no other options to purchase and no rights of first refusal or other purchase rights with respect to the Property or any part thereof.

- (e) That the representations and warranties on the part of the Optionor set out in this Section 7 and in Section 6.1 of Schedule B hereto are true, accurate and complete as of the date hereof, and shall be true, accurate and complete as of the closing date of the purchase of the Property by the Optionee, in the event that the Option is exercised.
- (f) The Optionor shall not transfer the Property to a third party prior to the Expiry Date (or prior to the Closing Date, if the Option shall have been exercised in accordance with this Agreement), unless the proposed transferee first executes a written agreement with the Optionee, in form and substance satisfactory to the Optionee, assuming the obligations of the Optionor hereunder, failing which any transfer to such proposed transferee shall be of no force and effect. If required by the Optionee, the Optionor shall register against the Property an application to impose a restriction on the Property to prohibit a transfer or charge without the Optionee's consent.

8. NO ASSIGNMENT

The Purchaser shall not be entitled to assign the Option or the rights and obligations under this Option to Purchase Agreement, in whole or in part.

9. PLANNING ACT

This Agreement is subject to the condition that the provisions of Section 50 of the *Planning Act* (Ontario), as amended, are complied with. The Optionor shall take all steps necessary, at its expense, in order to comply with the said provisions of the *Planning Act* (Ontario).

10. TIME OF THE ESSENCE

Time shall in all respects be of the essence hereof, provided that the time for doing or completing of any matter provided for herein may be extended or abridged by an agreement in writing signed by the Optionor and the Optionee or by their respective solicitors who may be specifically authorized in that regard.

11. NOTICE

Any notice, statement, document or other communication required or permitted to be given to any party pursuant to the provisions of this Agreement (a "Notice") shall be in writing and given by personal delivery or by e-mail or other means of electronic transmission, addressed as follows:

To the Optionor: [insert name and address]

Attention: [insert]

Email: [insert]

With a copy to: [insert name and address]

Attention: [insert]

Email: [insert]

To the Optionee: Lakeridge Health
1 Hospital Court, Oshawa ON

Attention: President & CEO
Email: [insert]

With a copy to: Borden Ladner Gervais LLP
Bay Adelaide Centre, East Tower
22 Adelaide St W
Toronto, ON, Canada
M5H 4E3

Attention: [insert]
Email: [insert]

Any such Notice shall, if delivered or sent by e-mail or other electronic transmission prior to 5:00 p.m. (local time at the place of receipt) on a Business Day, be deemed to have been received by the other party on the same day on which it was delivered or transmitted, and, if delivered or transmitted at any other time, shall be deemed to have been received by the other party on the next following Business Day. Any party may change its address under this Section by giving Notice to the other party.

12. AGENCY FEE

All real estate commissions or fees payable with respect to this transaction shall be payable by the Optionor, and the Optionor shall indemnify and save harmless the Optionee with respect to any and all such commissions or fees.

13. ENTIRE AGREEMENT

This Agreement, including any Schedules attached hereto, constitutes the entire agreement between the Optionee and the Optionor. There is no representation, warranty, collateral agreement or condition which affects this Agreement other than as expressed herein.

14. FURTHER ASSURANCES

Each party shall, at the request and expense of the other party, promptly do, execute, deliver or cause to be done, executed or delivered all further acts, documents and matters in connection with this Agreement that such other party may reasonably require from time to time for the purpose of carrying out the intent of this Agreement.

15. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein.

16. CONFIDENTIALITY

The parties agree to keep all aspects of their negotiations and the terms of this Agreement confidential, save only for disclosure of necessary information to their respective consultants, agents, professional advisors and solicitors from time to time and as may be required by law. This provision shall survive termination of this Agreement.

17. SUCCESSORS AND ASSIGNS

This Agreement shall enure to the benefit of and be binding upon the Optionee and the Optionor and their respective successors and permitted assigns.

18. COUNTERPARTS; ELECTRONIC TRANSMISSION

This Agreement may be executed in separate counterparts, each of which when executed shall be deemed to be an original, and such counterparts taken together shall constitute one and the same agreement. The signature of any party to any counterpart shall be deemed to be a signature to and may be appended to any other counterpart. This Agreement may be executed and delivered by telecopier or other electronic transmission, and, if so executed and transmitted, this Agreement shall be for all purposes as effective as if the parties had delivered an executed original Agreement.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF the parties hereto have executed this Option to Purchase Agreement.

[INSERT]
(Optionor)

Per: _____
Name:
Title:

Per: _____
Name:
Title:

I/We have authority to bind the Optionor.

LAKERIDGE HEALTH
(Optionee)

Per: _____

Name:

Title:

Per: _____

Name:

Title:

I/We have authority to bind the Optionee.

SCHEDULE A

LEGAL DESCRIPTION OF THE PROPERTY

[insert]

SCHEDULE B

TERMS AND CONDITIONS OF AGREEMENT OF PURCHASE AND SALE

This schedule sets out the terms of the agreement of purchase and sale between [insert] (the “**Vendor**”), as vendor, and Lakeridge Health (the “**Purchaser**”), as purchaser, which comes into effect upon the exercise of the option to purchase by the Purchaser in respect of the lands and premises described in Schedule A hereto (the “**Property**”) pursuant to an option to purchase agreement dated [insert Execution Date] (the “**Option Agreement**”).

See Attached

AGREEMENT OF PURCHASE AND SALE

THIS AGREEMENT dated as of the **[insert]** day of **[insert]**, **[insert]**
B E T W E E N:

[INSERT]
(hereinafter called the "Vendor")

OF THE FIRST PART

- and -

LAKERIDGE HEALTH
(hereinafter called the "Purchaser")

OF THE SECOND PART

IN CONSIDERATION OF the mutual covenants and agreements herein set out, the sum of Two Dollars (\$2.00) now paid by each of the parties hereto to the other and other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged by each party hereto), the parties hereto hereby agree as follows:

ARTICLE 1

INTERPRETATION

1.1 DEFINITIONS

In this Agreement the following terms shall have the respective meanings ascribed thereto as follows:

- (a) "**Acceptance Date**" means the date of execution and delivery of this Agreement by both the Purchaser and the Vendor.
- (b) "**Agreement**" means this agreement of purchase and sale and the schedules attached hereto, as same may be amended, supplemented and restated from time to time.
- (c) "**Board Approval Date**" means the date which is **[insert]** days following the Acceptance Date.
- (d) "**Business Day**" means any day other than a Saturday, a Sunday or a statutory or municipal holiday in the municipality in which the Property is situate.
- (e) "**Claims**" means, collectively, all actions, causes of action, claims, losses, demands, damages, liabilities, penalties, costs and expenses of every nature and kind suffered or incurred by a party.
- (f) "**Closing**" means the completion of the within transaction of purchase and sale of the Property.

- (g) **“Closing Date”** means the date for completion of the transaction of purchase and sale herein contemplated, as set out in Section 0, or such other date for completion as may be agreed upon by the Vendor and the Purchaser.
- (h) **“Consent”** has the meaning ascribed thereto in Section 5.2(b).
- (i) **“Deposit”** means, collectively, the First Deposit and the Second Deposit.
- (j) **“DRA”** has the meaning ascribed thereto in Section 0.
- (k) **“Due Diligence Condition Date”** means the date which is [insert] days following the Acceptance Date.
- (l) **“ETA”** means Part IX of the Excise Tax Act (Canada), as amended from time to time.
- (m) **“First Deposit”** has the meaning ascribed thereto in Section 4.2(a).
- (n) **“Final Adjustment Date”** has the meaning ascribed thereto in Section 4.4(c).
- (o) **“Governmental Authority”** means any municipal, regional, provincial or federal government and any regulatory authority, agency, commission, board, branch or department thereof having or claiming jurisdiction over the Property.
- (p) **“H.S.T.”** means all goods and services tax, harmonized sales tax or other sales or value added tax imposed under the ETA and under any provincial legislation similar to the ETA.
- (q) **“Hazardous Substance”** means any substance that is, or is likely to be, hazardous or harmful to the environment or likely to cause an adverse effect, damage or impairment to persons or property and includes, without limiting the generality of the foregoing, the following: (A) any substance that, if added to water, would degrade or alter or form part of a process of degradation or alteration of the quality of that water to the extent that it is detrimental to its use by humans or by any animal, fish or plant; (B) any solid, liquid, gas or odour or combination of any of them that, if emitted into air, soil or water, would create or contribute to the creation of a condition that does or would endanger the health, safety or welfare of persons or the health of animal life, interfere with normal enjoyment of life or property, or cause damage to plant life or to property; and (C) any material or substance declared or deemed to be hazardous, toxic, deleterious, caustic, radioactive, explosive, dangerous, a contaminant, a waste, a source of contaminant, a pollutant or a dangerous good under any environmental law, including, without limitation, petroleum hydrocarbons, benzene, toluene, ethylbenzene, xylene, urea formaldehyde, asbestos, lead, polychlorinated biphenyls and dioxins
- (r) **“Intended Uses”** has the meaning ascribed thereto in Section 5.1(b)(i).
- (s) **“Notice”** has the meaning ascribed thereto in Section 11.
- (t) **“OMB”** means the Ontario Municipal Board or any successor Governmental Authority.
- (u) **“Option”** has the meaning ascribed thereto in the Option Agreement.
- (v) **“Option Agreement”** means the option agreement dated [insert] between the Vendor and the Purchaser.
- (w) **“Option Fee”** has the meaning ascribed thereto in the Option Agreement.
- (x) **“Outside Date”** means the date which is [insert] months following the Acceptance Date.
- (y) **“Permitted Encumbrances”** has the meaning ascribed thereto in Section 0.
- (z) **“Person”** means any individual, sole proprietorship, partnership, limited partnership, limited liability company, corporation, firm, unincorporated association or organization, trust or Governmental Authority.

- (aa) **“Property”** means those certain lands and premises legally described in Schedule A hereto.
- (bb) **“Purchase Price”** has the meaning ascribed thereto in 0 hereof.
- (cc) **“Purchaser’s Solicitors”** means Borden Ladner Gervais LLP.
- (dd) **“Requisite Deliveries”** has the meaning ascribed thereto in Section 0.
- (ee) **“RFP Process”** means the issuance of a non-binding request for proposal by the Purchaser dated [insert] pursuant to which the Property was identified as a suitable property for a proposed future hospital site to be developed by the Purchaser.
- (ff) **“Second Deposit”** has the meaning ascribed thereto in Section 4.2(b).
- (gg) **“Statement of Adjustments”** has the meaning ascribed thereto in Section 4.4.
- (hh) **“Tendering Party”** has the meaning ascribed thereto in Section 0.
- (ii) **“Transaction”** means the transaction contemplated or required by this Agreement.
- (jj) **“Transfer”** has the meaning ascribed thereto in Section 0.
- (kk) **“Vendor’s Solicitors”** [NTD: to be confirmed].
- (ll) **“Zoned in Final Form”** has the meaning ascribed thereto in Section 5.2(a).

1.2 CERTAIN RULES OF INTERPRETATION

In this Agreement:

- (a) the division into Articles and Sections and the insertion of headings are for convenience of reference only and do not affect the construction or interpretation of this Agreement;
- (b) the expressions “hereof”, “herein”, “hereto”, “hereunder”, “hereby” and similar expressions refer to this Agreement and not to any particular portion of this Agreement; and
- (c) unless specified otherwise or the context otherwise requires:
 - i. references to any Article, Section or Schedule are references to the Article or Section of, or Schedule to, this Agreement; and
 - ii. words in the singular include the plural and vice-versa and words in one gender include all genders.

1.3 PERFORMANCE ON BUSINESS DAYS

If any action is required to be taken pursuant to this Agreement on or by a specified date that is not a Business Day, the action is valid if taken on or by the next succeeding Business Day.

1.4 CURRENCY

All references to currency in this Agreement, unless specified otherwise, shall be deemed to be references to amounts in Canadian dollars.

1.5 SCHEDULES

The following Schedules are attached to and form part of this Agreement:

- Schedule A - Legal Description
- Schedule B - Permitted Encumbrances
- Schedule C - Vendor’s Work [insert, as necessary]

ARTICLE 2
PURCHASE AND SALE

2.1 PURCHASE AND SALE OF THE PROPERTY

The Vendor agrees to sell the Property to the Purchaser and the Purchaser agrees to buy the Property from the Vendor, on and subject to the terms and conditions herein contained.

2.2 REFERENCE PLAN

The Vendor shall cause to be prepared by a qualified Ontario land surveyor a reference plan of survey showing the Property, any existing easements affecting the Property, any lands which are to be made subject to easements to be reserved or transferred pursuant to this Agreement and any lands which are to be made subject to use restrictions pursuant to this Agreement as Parts thereon. The proposed reference plan shall be subject to the approval of the Purchaser. The Vendor shall cause such reference plan of survey to be deposited on title at least thirty (30) days prior to the Closing Date, and shall deliver to the Purchaser, at least twenty (20) days prior to the Closing Date, a copy of the deposited reference plan together with a certificate of the surveyor, certifying to the Purchaser the acreage of the Property to three decimal places. The Vendor shall bear all costs in connection with the reference plan of survey and the certificate of acreage.

ARTICLE 3

DELIVERIES AND ACCESS

3.1 DELIVERIES BY VENDOR

- (a) Within three (3) Business Days after the Acceptance Date, the Vendor shall deliver to the Purchaser copies of all relevant information and documents in possession or control of the Vendor, including, without limitation, all surveys, plans and specifications, and a soil test report, an environmental report (including without limitation a Phase I environmental site assessment), an engineering report, a site grading plan, a storm water management plan and an archaeological report (collectively, the “**Vendor Deliveries**”), save to the extent already delivered to the Purchaser as part of the RFP Process provided that the Vendor delivers any and all updates to such Vendor Deliveries in accordance with this Section 3.1. Further, if additional reports, plans or surveys or other documents referenced to in this Section 0 are subsequently obtained by the Vendor, copies shall be provided to the Purchaser forthwith.

If the Purchaser has not received any or all of the above Vendor Deliveries within the aforesaid time period, the Purchaser may at any time thereafter, prior to receipt of said deliveries, terminate this Agreement by Notice in writing to the Vendor, and the Deposit shall then be returned to the Purchaser forthwith after delivery of such Notice, together with any interest accrued thereon and without set-off or deduction. Failure to give such Notice shall not constitute a waiver of the Purchaser’s right to receive timely delivery of the Vendor Deliveries.

- (b) Within [insert] Business Days after the Acceptance Date, the Vendor shall deliver to the Purchaser a record of site condition for the Property conforming to the following requirements: the record must be in the usual form; the record must show, without qualification, that the Property complies with Ministry of the Environment Guidelines for clean-up standards [or the standards specified in a diligence risk assessment] for the kind of use that includes the Intended Uses; the record must be addressed to the Purchaser; the

record must be signed by consultants reasonably approved by the Purchaser in writing; the record must be accompanied by a certificate reasonably satisfactory to the Purchaser showing that the consultants have errors and omissions insurance coverage for at least \$5 million per occurrence; the record must have been filed with and acknowledged by the Ministry of the Environment.

- (c) Within two (2) Business Days of receipt of a request from the Purchaser, the Vendor shall execute and deliver to the Purchaser authorizations permitting Governmental Authorities to release information respecting the Property to the Purchaser.
- (d) Within two (2) Business Days of receipt of a request from the Purchaser, the Vendor shall consent to and, if necessary, execute such applications and documents relating to development of the Property as are required to be signed by the registered owner of the Property. The Vendor further agrees to support any applications by the Purchaser related to development of the Property for the Intended Uses.

3.2 ACCESS TO THE PROPERTY

Following the Acceptance Date, the Vendor shall permit the Purchaser and its employees, agents, representatives, consultants and contractors to have access to the Property, from time to time, at the sole expense and risk of the Purchaser, for the purpose of conducting such tests, inspections and investigations as the Purchaser may deem necessary or desirable, including, without limitation, soil tests, environmental audits, inspections and studies. The Vendor acknowledges that the tests and studies may involve the drilling of holes or similar investigations. The Purchaser agrees to restore the inspected Property to the condition in existence immediately prior to the inspections, insofar as reasonably possible, in the event this transaction is not completed. The Purchaser agrees to indemnify the Vendor from and against all Claims directly and solely caused by any entry, tests, inspections and investigations or other activity on the Property by the Purchaser or by its employees, agents, representatives, consultants or contractors. This indemnity shall survive termination of this Agreement, notwithstanding anything herein contained to the contrary.

ARTICLE 4

PURCHASE PRICE

4.1 PURCHASE PRICE

The purchase price for the Property shall be the sum of [insert] Dollars (\$[insert]) (the "Purchase Price"), subject to adjustments as herein set out.

[NTD: include the following if Purchase Price is tied to acreage: The Purchase Price has been calculated on the basis of \$[insert] per acre, for [insert] acres (The "Estimated Area"). In the event that the certificate of acreage referred to above discloses that the area of the Property is more or less than the Estimated Area, the Purchase Price shall be adjusted accordingly. Notwithstanding the foregoing, for the purpose of calculating the Purchase Price payable by the Purchaser hereunder, the area of the Property shall be deemed to be the lesser of (A) the area of the Property set out in the said certificate of acreage, and (B) the Estimated Area multiplied by [insert]. The insert in preceding sentence is to reflect the maximum acceptable variance for adjustment to the price.

4.2 PAYMENT OF PURCHASE PRICE

The Purchase Price shall be payable in lawful money of Canada as follows:

- (a) The amount of Option Fee paid by the Purchaser in accordance with the terms of the Option Agreement shall be acknowledged as a deposit (the “**First Deposit**”), and shall be credited against the Purchase Price on Closing.
- (b) Within three (3) Business Days following the Acceptance Date, the Purchaser shall submit a deposit of [insert] Dollars (\$[insert]) (the “**Second Deposit**”) by wire transfer payable to the Vendor’s Solicitors in trust. The Second Deposit shall be invested forthwith in an interest bearing account or a guaranteed investment certificate of a Canadian Schedule I chartered bank. The Second Deposit together with accrued interest thereon shall be credited against the Purchase Price on Closing. [NTD: Deposit structure to be determined.]
- (c) The balance of the Purchase Price, subject to adjustments as herein set out, shall be payable by wire transfer to the Vendor or as it directs, on Closing.

Notwithstanding the foregoing or anything else in this Agreement, if, following the exercise of the Option by the Purchaser, the transactions contemplated by this Agreement are not completed for any reason except the default of the Purchaser under this Agreement, the Second Deposit together with any interest accrued thereon (as applicable) shall be forthwith payable to the Purchaser without deduction, and the First Deposit shall be dealt with in accordance with terms of the Option Agreement. In the event that this Agreement is terminated solely by reason of the default of the Purchaser, the Deposit shall be forfeited to the Vendor as liquidated damages, and not as a penalty and the Purchaser hereby irrevocably authorizes the Purchaser’s Solicitors to release the Deposit to the Vendor in such circumstances in full and complete satisfaction of any and all Claims that the Vendor may have against the Purchaser as a result of such default and hereby specifically releases the Purchaser from all liability relating thereto. The release of the Deposit to the Vendor as aforesaid shall constitute the Vendor’s sole legal remedy as against the Purchaser. The foregoing provisions shall in no way affect the Purchaser’s right to rely upon and to exercise any other legal remedies or recourse available to the Purchaser, including an application for specific performance.

4.3 HARMONIZED SALES TAX

H.S.T. payable in connection with the purchase of the Property shall be the sole responsibility of the Purchaser. In this regard:

- (a) The Purchaser represents that it is registered under the ETA for the collection and remittance of H.S.T.
- (b) The Purchaser covenants and agrees to be liable for, self-assess and remit to the appropriate Governmental Authority all H.S.T. which is payable under the ETA in connection with the transfer of the Property pursuant to this Agreement, all in accordance with the ETA.
- (c) Subject to paragraph (e) of this Section, the Vendor shall not collect H.S.T. on Closing but shall allow the Purchaser to self-assess and remit H.S.T. to the Receiver General in accordance with the ETA.

- (d) The Purchaser shall indemnify and save harmless the Vendor from and against any and all H.S.T., fines, penalties, costs and/or interest which may become payable by or assessed against the Vendor as a result of the Purchaser's failure to remit any H.S.T. or as a result of any inaccuracy, misstatement or misrepresentation made by the Purchaser in connection with any matter raised in this Section.
- (e) The Purchaser shall deliver to the Vendor on Closing a certificate and indemnity in accordance with the foregoing, including verification of its H.S.T. registration number issued under the ETA. In the event that the Purchaser directs that title to the Property is to be engrossed in favour of another party or in the event that this Agreement is assigned to another party (if permitted hereunder), the party taking title to the Property (as well as the Purchaser) shall deliver to the Vendor on Closing a certificate and indemnity in accordance with the foregoing, including verification of its H.S.T. registration number.

4.4 CLOSING COSTS AND ADJUSTMENTS

- (a) The Vendor shall pay the cost of preparation of the Transfer (as hereinafter defined) and all fees and expenses of the Vendor's Solicitors and commissions to the Vendor's broker/agent as provided for in Section 0.
- (b) Adjustments to the Purchase Price shall be made for (i) acreage (if applicable), and (ii) realty taxes, which shall be apportioned and allowed to the Closing Date, the Closing Date itself to be apportioned to the Purchaser [**NTD: amend if any other items for adjustment**]. The Vendor shall deliver a statement of adjustments (the "**Statement of Adjustments**") to the Purchaser no later than five (5) Business Days prior to the Closing Date.
- (c) In the event that any adjustment cannot be determined on the Closing Date, or in the event an error or omission is made on the Statement of Adjustments, the Purchaser and the Vendor covenant and agree to adjust or readjust as between themselves forthwith after such adjustment can be determined, provided that all claims for post-closing adjustments must be made on or before the day that is twelve (12) months after the Closing Date (the "**Final Adjustment Date**"). After the Final Adjustment Date, the adjustments and post-closing adjustments made by the parties as at that date shall be final and binding.

ARTICLE 5

CONDITIONS

5.1 CONDITIONS FOR PURCHASER'S BENEFIT

This Agreement shall be conditional upon each of the following conditions being satisfied or waived by the Purchaser on or before the respective dates noted below:

- (a) On or before the Board Approval Date, the Board of Directors of the Purchaser shall have approved the terms and conditions of this Agreement.
- (b) On or before the Due Diligence Condition Date, the Purchaser shall have satisfied itself with respect to each of the following [**to be negotiated based on site specific considerations**]:

- (i) all planning and development matters, including, without, limitation, that the Property may be lawfully used for the following purposes:
 - (A) Acute Care Hospital; and
 - (B) [TBD](collectively, the “**Intended Uses**”);
- (ii) the Property contains at least fifty (50) contiguous developable acers.
- (iii) that the soil conditions of the Property are acceptable for the Intended Uses. Without limiting the foregoing, the Property must be free of subsoil conditions (including below ground structures and groundwater) that might prevent ordinary construction of the Purchaser’s proposed building(s) (including anything that would make construction more difficult or expensive or could result in undue delay);
- (iv) that no part of the Property contains any Hazardous Substance to an extent that would make the Property unsuitable for the Intended Uses, as determined by the Purchaser in its sole and absolute discretion;
- (v) that the Property has not been used and is not now a repository for the disposal of waste and does not contain an underground storage tank;
- (vi) that the Property complies with all laws relating to the environment, health or safety, and that the development and use of the Property for the Intended Uses will comply with every such law;
- (vii) the Permitted Encumbrances;
- (viii) that there are no outstanding claims in respect of the Property, including without limitation any request, notice, directive, threat, proceeding or litigation;
- (ix) that the requirements of the municipality or any other Governmental Authority having jurisdiction with respect to storm water management for the Property to permit the Purchaser to carry on the Intended Uses will be met off-site, without cost to the Purchaser;
- (x) that the Property has been fully serviced, at the Vendor’s expense, in capacities sufficient, in the opinion of the Purchaser, for the purposes of development of the Property for the Intended Uses, such services to include, without limitation, sanitary sewers, storm sewers, water mains, telecommunication services for telephone, cable and internet (including fiber-optic communication systems), electricity and natural gas, all to be available at the perimeters of the Property at locations designated by the Purchaser (provided that the Purchaser provides the Vendor with specifications as to the locations of such servicing connections within a reasonable time following the Vendor’s written request therefor) and available for internal

connection, without cost to the Purchaser other than usual hook-up charges, and to be fully operational and functional after hook-up by Purchaser and that the storm sewers and sanitary sewers are deep enough for the Property to drain by gravity, without requirement of a pump; **[NTD: to be confirmed based on site considerations.]**

- (xi) that all levies, imposts, local improvement charges, development charges and other payments required to be made in connection with the development of the Property (other than the usual building permit issuance fee and any development charges imposed on the Purchaser in respect thereof) have been paid by the Vendor;
- (xii) that the Property fronts on a public road, that the road is fully paved, and that there is full, open and uninterrupted legal public access to and from the Property for ingress and egress by pedestrians and vehicles;
- (xiii) that the Property is free of archaeological remains that may prevent construction of the Purchaser's proposed building or buildings or that may make construction more difficult or expensive or result in undue delay;
- (xiv) that the Property is a vacant site, free of above-ground structures, stockpiled material and debris, is graded in accordance with engineering drawings approved by the municipality and in accordance with the requirements of the Purchaser, has engineered fill to standards approved by the Purchaser, and is clear of all trees;
- (xv) that the requirements of any conservation authority with jurisdiction over the Property, or any other Governmental Authority having jurisdiction with respect to conservation or environmental matters respecting the Property, to permit the Purchaser to develop the Property and to carry on the Intended Uses can be met at a cost determined by the Purchaser in its sole discretion to be reasonable;
- (xvi) that all municipal and other governmental approvals required by it for development of the Property for the Intended Uses will be available on terms and conditions satisfactory to it, and that the costs associated with development of the Property are acceptable to the Purchaser, in its sole and absolute discretion;
- (xvii) that the Purchaser's proposed development on the Property is economically feasible, as determined by the Purchaser in its sole and absolute discretion; and
- (xviii) such other matters of interest to the Purchaser as the Purchaser may determine, in its sole and absolute discretion.

[NTD: See note regarding zoning at Section 5.2(a).]

- (b) on Closing, the Vendor shall have delivered good and marketable title to the Property in fee simple free and clear of all encumbrances, save and except for Permitted Encumbrances;
- (c) on or before Closing, receipt of executed copies of the Vendor's closing documents provided for under Section 0 of this Agreement;
- (d) on Closing, all of the representations and warranties of the Vendor set out in Section 0 shall be true and accurate in all material respects and there shall have been no material changes as of Closing to any of such representations and warranties;
- (e) on Closing, the Vendor shall have addressed any objections made by the Purchaser to title, as set out in Section 0; and
- (f) on Closing, all of the terms, covenants and conditions of this Agreement to be complied with or performed by the Vendor shall have been duly performed in all material respects.

The conditions set forth in this Section 0 are solely for the benefit of the Purchaser and may only be satisfied or waived in whole or in part by the Purchaser, in the Purchaser's sole, subjective and absolute discretion, by Notice to the Vendor on or before the Due Diligence Condition Date. If the foregoing conditions have not been satisfied and/or waived by the Purchaser in their entirety on or before the date set out in the applicable subsection above, then this Agreement shall be null and void and of no further force or effect and the Second Deposit shall be returned to the Purchaser in accordance with Section 0 and the First Deposit shall be dealt with in accordance with the terms of the Option Agreement. In such event, this Agreement shall terminate automatically at such time and, upon such termination, each of the Purchaser and the Vendor shall be released from all covenants and obligations under this Agreement (except for those covenants and obligations which are deemed to survive the termination of this Agreement).

5.2 ABSOLUTE CONDITIONS

This Agreement is subject to the following conditions which have been inserted for the benefit of both the Vendor and the Purchaser and which may not be waived by either party:

- (a) **[NTD: If Property is not being rezoned or will be rezoned by the Purchaser after Closing, omit this paragraph and related provisions, and add to s.5.1(b): “(#) that the zoning applicable to the Property will permit the Intended Uses;” or “(#) that the Property may be rezoned to permit the Intended Uses;”]** The Property shall, at the Outside Date, be “Zoned in Final Form” to permit the development and the construction upon the Property of a building or buildings appropriate for the Intended Uses. Without limiting the foregoing, the zoning shall permit a building or buildings to be erected on the Property having a gross floor area of [insert] square feet. For the purposes of this Agreement, “**Zoned in Final Form**” shall mean the approval of a zoning by-law by all municipal authorities having jurisdiction therein or the approval of the OMB, and expiration of the appeal period therefrom, or, if there is an appeal, then upon the completion of the final adjudication including all possible appeals and the expiration of any requisite appeal period. All plans, specifications or drawings required for the submission of any application for rezoning shall be prepared at the cost of the Vendor. All other costs or

expenses incurred in connection with the rezoning, including, without limitation, professional and consultant fees and application fees, shall also be the sole responsibility of the Vendor.

- (b) All consents necessary for the within transaction to comply with the subdivision control provisions of the *Planning Act* (Ontario), as amended will have been obtained and all conditions thereof satisfied on or before the Outside Date. Such consents are hereinafter collectively called the “**Consent**” and shall include:
- (i) a consent to the severance of the Property from other adjacent lands owned by the Vendor and to the transfer of the Property to the Purchaser; and
 - (ii) any consents which may be required to any easements to be transferred or reserved pursuant hereto.

The parties acknowledge that the Consent may also be achieved by way of registration of a plan of subdivision which describes the Property and the lands which are to be subject to easements as whole lots or blocks on such plan or as part lots or blocks if a bylaw exempts same from the part lot control provisions of the *Planning Act*. The Vendor shall, at its sole cost and expense, comply in all respects with the *Planning Act* in respect of the Property.

In the event that any of the conditions in this Section have not been satisfied on or before the Outside Date, then, unless the parties hereto otherwise agree in writing, this Agreement shall be at an end, the Deposit, together with any interest accrued thereon, shall be returned to the Purchaser forthwith without set-off or deduction, and neither party shall have any further liability to the other hereunder.

ARTICLE 6

VENDOR’S REPRESENTATIONS, WARRANTIES AND COVENANTS

6.1 VENDOR’S REPRESENTATIONS AND WARRANTIES

- (a) The Vendor represents and warrants to the Purchaser that:
- (i) the Vendor is a corporation existing under the laws of Ontario and has the necessary corporate authority, power and capacity to own its interest in the Property and to enter into this Agreement and carry out the Transaction contemplated by this Agreement on the terms and conditions herein contained;
 - (ii) this Agreement has been duly authorized by all corporate action required to be taken by the Vendor and constitutes a legal, valid and binding obligation of the Vendor, enforceable in accordance with its terms;
 - (iii) the Vendor is the sole legal and beneficial owner of a 100% fee simple interest in the Property, is in lawful, exclusive and peaceable possession of the Property and has the right to convey the Property and to complete the Transaction as contemplated herein on the Closing Date;
 - (iv) there are no options to purchase (other than the Option Agreement), rights of first

refusal or other purchase rights with respect to the Property or any part thereof that have not expired or been waived;

- (v) the Vendor is not aware of any Person that claims or may be entitled to claim a lien against the Property under the *Construction Act* (Ontario) or any similar legislation.
- (vi) so far as the Vendor is aware, there are no easements, rights of way, licences or other rights in the nature of easements affecting the Property other than those registered against title to the Property (if any);
- (vii) to the best of the Vendor's knowledge and belief, no Hazardous Substance has been stored, treated or disposed of on the Property and there are no underground storage tanks on the Property; the Vendor has not received notice of and has no knowledge or information of any pending, contemplated or threatened judicial, administrative or other action relating to the existence of a Hazardous Substance on or affecting the Property and has no reason to believe that any cause of action for such exists; and the Vendor has never used the Property as a waste disposal site.
- (viii) to the best of the Vendor's knowledge and belief, there are no Hazardous Substances located in, on, under or migrating to or from the Property;
- (ix) the Vendor has not received any notice of expropriation of any part of the Property and is not aware of any proposed expropriation;
- (x) there are no leases (registered on unregistered), offers to lease, agreements to lease, tenancy agreements or rights of occupation or possession with respect to all or any part of the Property, or any unregistered agreements affecting title to the Property;
- (xi) to the Vendor's knowledge, there are no First Nations claims to the Property;
- (xii) the Vendor has not received notice and is not aware of any pending or threatened litigation or of any other judicial or administrative proceeding affecting the Property including, without limitation, in any way relating to the use and occupation of the Property;
- (xiii) to the Vendor's knowledge, the Property has not been used as a cemetery;
- (xiv) the Vendor has not received notice of and is not aware of any claims adverse to the title of the Vendor to the Property and there are no outstanding disputes with respect to the boundaries of the Property with any abutting owner;
- (xv) the Vendor has not received any notice of and is not aware of any outstanding work orders, deficiency notices, orders to comply or directives against the Property or any part thereof;
- (xvi) at least one boundary of the Property abuts a public highway or municipal roadway, there is open, legal access to the Property, and, to the best of the Vendor's

knowledge and belief, there is no reason that the Purchaser will not be able to obtain from the applicable municipality full and uninterrupted ingress and egress to and from the Property at at least one location approved by the municipality;

- (xvii) the Vendor has no knowledge of any pending or proposed zoning or other by-law, amendment to the Official Plan, or other proposed regulatory changes which could adversely affect the Property or the use thereof;
- (xviii) the boundaries of the Property or any part or parts thereof do not conflict with those of adjoining properties, there are no encroachments onto the Property from any adjoining properties and there are no encroachments by any structures on the Property onto any adjoining properties or onto a road or lane, or onto any part of the Property subject to an easement or right of way;
- (xix) save only as set out in Schedule B hereto, the Property is not subject to any site plan agreement, collateral agreement, development agreement, subdivision agreement, engineering agreement, servicing agreement, financial agreement or cost-sharing agreement, and is not subject to any other agreement, restriction (whether imposed privately, by a public body or authority or otherwise) or interim or holding by-law which would prohibit or adversely affect or restrict the contemplated development of the Property by the Purchaser;
- (xx) the Vendor is not now and shall not on the Closing Date be a non-resident of Canada within the meaning ascribed thereto in the *Income Tax Act* (Canada);
- (xxi) The Vendor has not committed any act of bankruptcy nor is it an insolvent person (as such term is defined by the *Bankruptcy and Insolvency Act* (Canada)), and no petition or receiving order has been filed against the Vendor and no proceedings for a composition with or proposal to the creditors of the Vendor or for the winding-up, liquidation or other dissolution of the Vendor has been instituted by or against the Vendor under any provincial or federal law;
- (xxii) the Vendor has paid or will have paid prior to the Closing Date any and all levies, imposts, local improvement charges, development charges or other payments imposed by the municipality or by any other Governmental Authority having jurisdiction in respect of development of the Property and, if applicable, other lands;
- (xxiii) the Vendor is not in default under any of the Permitted Encumbrances; and
- (xxiv) all of the Vendor Deliveries delivered or made available to the Purchaser by the Vendor pursuant to Section 0 are true copies in the possession or control of the Vendor, and to the Vendor's knowledge, do not contain any material misstatements, inaccuracies or omissions and comprise all relevant materials in the possession or control of the Vendor relating to the Property and no representation by the Vendor in this Agreement contains any untrue statement of fact, or omits to state any fact necessary to make the statement not misleading, and the Vendor has not omitted to disclose or make available any information of which the Vendor has actual

knowledge in connection with the Property that might reasonably affect the Purchaser's decision to complete purchase of the Property pursuant to this Agreement; and

- (xxv) the Vendor has not retained the services of any real estate broker or agent in connection with the sale of the Property **[NTD: if a broker was retained, insert "other than [brokerage name]"**].
- (b) The representations and warranties that are made herein are true, accurate and complete as at the Acceptance Date and shall be true, accurate and complete as at the Closing Date. The Vendor agrees that such representations and warranties shall survive the closing of this transaction for a period of **[insert]** years after the Closing Date.

6.2 VENDOR'S COVENANTS

The Vendor covenants and agrees with the Purchaser as follows:

- (a) to forthwith make and diligently pursue an application to have the Property Zoned in Final Form, including any appeals, at the Vendor's sole expense. For clarity, in the event that the Vendor's effort to obtain rezoning as aforesaid is not successful in the first instance, the Vendor shall bring an appeal in respect thereof to the OMB; or in the event that the Vendor succeeds in obtaining a rezoning which rezoning is appealed by a third party, the Vendor shall defend against such appeal at the OMB. The Purchaser shall have the right to participate fully in the rezoning of the Property and shall have the right to review and approve the proposed zoning by-law or zoning by-law amendment, as the case may be. The Vendor shall keep the Purchaser apprised of all discussions in regard to the rezoning and shall provide the Purchaser with copies of all materials submitted or received in connection with such application. The Purchaser shall have the right to attend and participate in all meetings in regard thereto. **[In the event that the rezoning obtained is a comprehensive zoning by-law for the Property and other lands of the Vendor, the Vendor agrees to allocate at least [insert] square feet of gross floor area to the Property and not to take any action either before or after the Closing Date which would result in a decrease in the allowed building coverage applicable to the Property below that level.]**
- (b) to forthwith apply for and proceed diligently at its expense to obtain the Consent, including satisfying any conditions in respect thereof at the Vendor's expense, and to keep the Purchaser advised as to the Vendor's progress;
- (c) to complete, at the Vendor's sole cost and expense, the work described in Schedule C hereto in accordance with the **[NTD: identify municipal agreement(s)]** and in accordance with the schedule for completion of the elements of such work set out in Schedule C;
- (d) without limiting the foregoing, to install at the Vendor's sole cost and expense services to the Property in the manner described in Section 0(b)(x) prior to the Closing Date;
- (e) to comply with all obligations under municipal agreements registered against the Property, including without limitation payment of all financial obligations thereunder prior to Closing, and to indemnify and save harmless the Purchaser from any and all Claims in respect thereof; and

- (f) to remove any structures and material, including any stockpiled soil, from the Property, and to rough grade the Property to meet the rough grades of the adjacent roadways, grading to be in accordance with plans approved by the municipality and the requirements of the Purchaser, all to the satisfaction of the Purchaser, prior to the Closing Date.

6.3 PURCHASER'S REPRESENTATIONS AND WARRANTIES

The Purchaser represents and warrants to the Vendor that:

- (a) the Purchaser is a public hospital existing under the laws of Ontario and has the necessary corporate authority, power and capacity to own the Property and to enter into this Agreement and carry out the transaction contemplated by this Agreement on the terms and conditions herein contained;
- (b) this Agreement has been duly authorized by all corporate action required to be taken by the Purchaser and constitutes a legal, valid and binding obligation of the Purchaser, enforceable in accordance with its terms;
- (c) the Purchaser has not retained the services of any real estate broker or agent in connection with the purchase of the Property by the Purchaser, [save for: [insert]].

ARTICLE 7 TITLE MATTERS

7.1 TITLE

Notwithstanding anything contained in this Agreement, title to the Property shall be good and marketable and free and clear of all charges, encumbrances, restrictions, liens, easements, agreements, tenancies, occupancies and other possessory rights, save and except only for any encumbrances (the "**Permitted Encumbrances**") set out in Schedule B hereto, but subject to any provisos therein, and provided further that the encumbrances set out in Schedule B hereto shall constitute Permitted Encumbrances only if no liens are created by such encumbrances, no financial obligations thereunder remain outstanding, any conveyances required thereby have been given, no easements or rights are created thereby save as expressly identified in Schedule B, and such encumbrances have been fully complied with prior to the Closing Date or, in the case of municipal agreements, the Vendor has provided written confirmation from the municipality, addressed to the Purchaser, confirming that sufficient security for full compliance has been provided to the municipality. The Vendor covenants and agrees to comply with the terms of the provisos set out in Schedule B hereto. On or before the Closing Date, the Vendor shall register discharges of all encumbrances which are not Permitted Encumbrances.

7.2 INVESTIGATION OF TITLE

The Purchaser shall be allowed until 5:00 p.m. (local time) on the Due Diligence Condition Date to examine the title to the Property at its own expense and to satisfy itself that there are no outstanding work orders or deficiency notices affecting the Property. If within that time any valid objection to title or to any outstanding work order or deficiency notice is made in writing, which the Vendor is unable to remove, remedy or satisfy and which the Purchaser will not expressly waive, this Agreement, notwithstanding any intermediate acts or negotiations in respect of such objections, shall be at an end, the Deposit paid shall be returned to the Purchaser with accrued interest (if any) and without set-off or deduction, and neither party shall have any further liabilities

or obligations to the other hereunder, save for any obligations expressly stated in this Agreement to survive termination. Save as to any valid objections so made by such day, any instruments which are registered or work orders or deficiency notices which arise after such day, and any objection going to the root of title, and subject always to Section 0, the Purchaser shall be conclusively deemed to have accepted the Vendor's title to the Property.

ARTICLE 8

CLOSING

8.1 CLOSING DATE

This Agreement shall be completed on [insert] (the "Closing Date"). [Alternative: This Agreement shall be completed on the date (the "Closing Date") which is [insert] days following the date of delivery of Notice that the last of the conditions in Section 0 has been satisfied or waived.]

8.2 VACANT POSSESSION

The Vendor shall deliver vacant possession of the Property to the Purchaser on Closing.

8.3 DOCUMENT PREPARATION

The transfer/deed of land (the "Transfer") shall, save for the land transfer tax statement, be prepared in registrable form at the expense of the Vendor. The Transfer to be delivered on Closing shall contain the statements contemplated by Section 50 (22) of the *Planning Act* (Ontario).

8.4 VENDOR'S CLOSING DOCUMENTS

On or before the Closing Date, the Vendor shall execute or cause to be executed and shall deliver or cause to be delivered to the Purchaser the following:

- (a) a Transfer of the fee simple interest in the Property in favour of the Purchaser, in registerable form, or as it may otherwise direct in writing, or in favour of an assignee in accordance with Section 0 hereof, in registerable form;;
- (b) Statement of Adjustments;
- (c) an undertaking by the Vendor to re-adjust the Statement of Adjustments in accordance with the terms of this Agreement;
- (d) a certificate of an officer of the Vendor that the Vendor is not a non-resident of Canada within the meaning of Section 116 of the *Income Tax Act* (Canada);
- (e) a certificate of an officer of the Vendor, that the representations and warranties of the Vendor contained in Section 6.1(a) hereof are true, accurate and complete as of the Closing Date;
- (f) a certificate of an officer of the Vendor regarding such matters related to the Property as are normally required or requested by title insurers in Ontario and which cannot be independently verified or certified by the Purchaser or the Purchaser's Solicitors, subject to the review and approval by the Vendor;
- (g) reliance letters in respect of each of the reports delivered to the Purchaser pursuant to Section 3.1(a) from the third parties that prepared such reports;
- (h) in the event that the Vendor or a predecessor in title, as owner of the Property, entered into a cost-sharing or similar agreement requiring payment of contributions to development costs and such agreement constitutes a Permitted Encumbrance hereunder written confirmation addressed to the Purchaser, from the trustee under such agreement

or from another person satisfactory to the Purchaser, in its discretion, confirming that all contributions required to be made by the Vendor under such agreement have been paid in full and that the Purchaser shall have no obligations or liabilities pursuant to such agreement upon its acquisition of the Property; and

- (i) a direction as to the payee or payees of the Purchase Price;
- (j) all other documents which are required by this Agreement or which the Purchaser has reasonably requested to give effect to the terms of this Agreement.

All such documentation shall be in form and substance acceptable to the Purchaser and the Vendor, each acting reasonably and in good faith, provided that none of such closing documents shall contain covenants, representations and warranties which are in addition to or more onerous upon the Vendor than those expressly set out in this Agreement, unless agreed upon by the Vendor in the exercise of its sole discretion.

8.5 PURCHASER'S CLOSING DOCUMENTS

On or before the Closing Date, the Purchaser shall execute or cause to be executed and shall deliver or cause to be delivered to the Vendor the following:

- (a) the balance of the Purchase Price, payable to the Vendor or as it directs;
- (b) a direction respecting title, if the Transfer is to be engrossed in favour of a Person other than the Purchaser;
- (c) an undertaking by the Purchaser to re-adjust the Statement of Adjustments in accordance with the terms of this Agreement;
- (d) a certificate and indemnity with respect to H.S.T., in accordance with Section 0; and
- (e) all other documents which are required by this Agreement or which the Vendor has reasonably requested at least five (5) Business Days before the Closing Date to give effect to the terms of this Agreement.

All documentation shall be in form and substance acceptable to the Purchaser and the Vendor, each acting reasonably and in good faith, provided that none of such closing documents shall contain covenants, representations and warranties which are in addition to or more onerous upon the Purchaser than those expressly set out in this Agreement, unless agreed upon by the Purchaser in the exercise of its sole discretion.

8.6 CLOSING ARRANGEMENTS

In the event that each of the Vendor and Purchaser retains a solicitor to complete the within transaction by electronic registration pursuant to Part III of the *Land Registration Reform Act* (Ontario) and the *Electronic Registration Act* (Ontario), the Vendor and Purchaser acknowledge and agree that the exchange of closing funds, non-registrable documents and other items (the “**Requisite Deliveries**”) and the release thereof to the Vendor and Purchaser will: (a) not occur at the same time as the registration of the transfer/deed (and any other documents intended to be registered in connection with the completion of this transaction) and (b) be subject to conditions whereby the solicitor(s) receiving any of the Requisite Deliveries will be required to hold same in trust and not release same except in accordance with the terms of a document registration agreement (the “**DRA**”) between the said solicitors. The Vendor and Purchaser irrevocably instruct the said solicitors to be bound by the DRA in the form which is recommended from time to time by the Law Society of Ontario. Such exchange of the Requisite Deliveries will occur in the applicable Land Titles Office or such other location as agreed to by both solicitors.

8.7 TENDER

Notwithstanding anything contained in this Agreement or in any DRA, it is expressly understood and agreed by the parties hereto that an effective tender shall be deemed to have been validly made by either party (in this Section called the “**Tendering Party**”) upon the other party (in this Section called the “**Receiving Party**”) when the solicitor for the Tendering Party has:

- (a) delivered all applicable closing documents to the Receiving Party’s solicitor in escrow in accordance with the provisions of the DRA;
- (b) if applicable, delivered all funds to the Receiving Party’s solicitor in escrow, by wire transfer using the Large Value Transfer System, in accordance with the provisions of the DRA;
- (c) advised the solicitor for the Receiving Party, in writing, that the Tendering Party is ready, willing and able to complete the transaction in accordance with the terms and provisions of this Agreement; and
- (d) completed all steps required by the electronic registration system to complete this transaction that can be performed or undertaken by the Tendering Party’s solicitor without the cooperation or participation of the Receiving Party’s solicitor, and specifically when the Tendering Party’s solicitor has electronically “signed” the Transfer and any other documents required to be registered on Closing pursuant hereto for completeness and granted “access” to the Receiving Party’s solicitor (but without the Tendering Party’s solicitor releasing them for registration by the Receiving Party’s solicitor),

without the necessity of personally attending upon the Receiving Party or the Receiving Party’s solicitor with the documents and/or funds, and without any requirements to have an independent witness evidencing the foregoing.

ARTICLE 9

GENERAL

9.1 ASSIGNMENT

This Agreement and the rights and obligations hereunder shall not be assignable by the Vendor or by the Purchaser without the prior written consent of the other party (which consent shall not be unreasonably withheld), and any assignment given without such consent shall be of no effect.

9.2 PLANNING ACT

This Agreement shall be effective to create an interest in the Property only if the subdivision control provisions of the *Planning Act* (Ontario), as amended are complied with prior to Closing

9.3 RESIDENCY

The Purchaser shall be credited towards the Purchase Price with the amount, if any, necessary for the Purchaser to pay to the Minister of National Revenue to satisfy the Purchaser's liability in respect of tax payable by the Vendor under the non-residency provisions of the *Income Tax Act* (Canada) by reason of this sale. The Purchaser shall not claim such credit if the Vendor delivers on Closing the prescribed certificate or a statutory declaration that the Vendor is not then a non-resident of Canada.

9.4 TIME OF THE ESSENCE

Time shall in all respects be of the essence hereof, provided that the time for doing or completing of any matter provided for herein may be extended or abridged by an agreement in writing signed by the Vendor and the Purchaser or by their respective solicitors who may be specifically authorized in that regard.

9.5 NOTICE

Any notice, statement, document or other communication required or permitted to be given to any party pursuant to the provisions of this Agreement (a "**Notice**") shall be in writing and given by personal delivery or by e-mail or other means of electronic transmission, addressed as follows:

To the Vendor: [insert name and address]

Attention: [insert]

Email: [insert]

With a copy to: [insert name and address]

Attention: [insert]

Email: [insert]

To the Purchaser: Lakeridge Health

Attention: [insert]

Email: [insert]

With a copy to:

Borden Ladner Gervais LLP
Bay Adelaide Centre, East Tower
22 Adelaide St W
Toronto, ON, Canada
M5H 4E3

Attention: [insert]

Email: [insert]

Any such Notice shall, if delivered or sent by e-mail or other electronic transmission prior to 5:00 p.m. (local time at the place of receipt) on a Business Day, be deemed to have been received by the other party on the same day on which it was delivered or transmitted, and, if delivered or transmitted at any other time, shall be deemed to have been received by the other party on the next following Business Day. Any party may change its address under this Section by giving Notice to the other party.

9.6 AGENCY FEES

All real estate commissions or fees payable with respect to this transaction shall be payable by the Vendor, and the Vendor shall indemnify and save harmless the Purchaser with respect to any and all such commissions or fees. **[NTD: The foregoing would apply if the Vendor used a listing agent and that agent is to pay the Purchaser's agent out of commission payable to it by Vendor. Modify in other cases.]** This Section 0 shall survive the Closing or termination of this Agreement.

9.7 ENTIRE AGREEMENT

This Agreement, including any Schedules attached hereto, constitutes the entire agreement between the Purchaser and the Vendor. There is no representation, warranty, collateral agreement or condition which affects this Agreement other than as expressed herein.

9.8 FURTHER ASSURANCES

Each party shall, at the request and expense of the other party, promptly do, execute, deliver or cause to be done, executed or delivered all further acts, documents and matters in connection with this Agreement that such other party may reasonably require from time to time for the purpose of carrying out the intent of this Agreement.

9.9 GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein.

9.10 SEVERABILITY

If any covenant, obligation, agreement, provision or part thereof or the application thereof to any Person or circumstance shall be determined to be invalid or unenforceable to any extent, same shall be severed from this Agreement, and the remainder of this Agreement or the application of such covenant, obligation, agreement or provision or part thereof to any Person or circumstance other than those to which it is held invalid or unenforceable shall not be affected thereby but shall continue to be in full force and effect. Each covenant, obligation, agreement and provision in this Agreement shall be separately valid and enforceable to the fullest extent permitted by law.

9.11 AMENDMENT OF AGREEMENT

No supplement, modification or waiver (other than a deemed waiver in accordance herewith) of this Agreement shall be binding unless in writing and executed by the parties hereto.

9.12 WAIVER

No waiver of any of the provisions of this Agreement shall constitute a waiver of any other provision (whether or not similar), nor shall any waiver constitute a continuing waiver unless expressly so stated.

9.13 NO REGISTRATION OF AGREEMENT

The Purchaser shall not register this Agreement or any notice of this Agreement on title to the Property without the consent of the Vendor, which consent shall not be unreasonably withheld.

9.14 CONFIDENTIALITY

The parties agree to keep all aspects of their negotiations and the terms of this Agreement confidential, save only for disclosure of necessary information to their respective consultants and professional advisors from time to time and as may be required by law. This provision shall survive termination of this Agreement.

9.15 SUCCESSORS AND ASSIGNS

This Agreement shall enure to the benefit of and be binding upon the Purchaser and the Vendor and their respective successors and permitted assigns.

9.16 COUNTERPARTS; ELECTRONIC TRANSMISSION

This Agreement may be executed in separate counterparts, each of which when executed shall be deemed to be an original, and such counterparts taken together shall constitute one and the same agreement. The signature of any party to any counterpart shall be deemed to be a signature to and may be appended to any other counterpart. This Agreement may be executed and delivered by telecopier or other electronic transmission, and, if so executed and transmitted, this Agreement shall be for all purposes as effective as if the parties had delivered an executed original Agreement.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF the parties have executed this Agreement.

[INSERT]

(Vendor)

Date of execution:

Per: _____

Name:

Title:

Per: _____

Name:

Title:

I/We have authority to bind the Vendor.

Date of execution:

LAKERIDGE HEALTH

(Purchaser)

Per: _____

Name:

Title:

Per: _____

Name:

Title:

I/We have authority to bind the Purchaser.

SCHEDULE A
LEGAL DESCRIPTION OF THE PROPERTY

[INSERT]

SCHEDULE B
PERMITTED ENCUMBRANCES

[INSERT]

SCHEDULE C

VENDOR'S WORK [s.6.2(c)]

[INSERT]