



**HALTON
POLICE
BOARD**
EXCELLENCE IN GOVERNANCE

Public Agenda

Date: Thursday, December 14, 2023

Time: 9:00 a.m.

Location: Community Room, HRPS Headquarters/Zoom Video Conference
Livestream at <https://haltonpoliceboard.ca/>

Members of the public and other interested parties are welcome to watch the livestream of this meeting at the link above.

1. GENERAL

- 1.1 Regrets
- 1.2 Disclosure of Conflicts of Interest
- 1.3 Confirmation of Minutes of Meeting P23-11 held Thursday, November 30, 2023
(Agenda Pages 1 – 6)

2. PRESENTATIONS/DELEGATIONS

- 2.1 Introduction of Communications Advisor to the Chair

3. INFORMATION REPORTS

- 3.1 **P23-12-I-01** - Facilities Update - 2023
(Agenda Pages 7 – 8)
- 3.2 **P23-12-I-02** - Secondary Employment - 2023
(Agenda Pages 9 – 10)
- 3.3 **P23-12-I-03** - Community Safety and Well-Being Plans
(Agenda Pages 11 – 14)

4. RECOMMENDATION REPORTS

- 4.1 **P23-12-R-04** - Safety Village - Ground Lease with Region of Halton and Sub-Lease with the Optimist Club of Oakville
(Agenda Pages 15 – 54)
- 4.2 **P23-12-R-05** - Motorola Solutions - Limited Tendering - Police Mobile Radios
(Agenda Pages 55 – 56)
- 4.3 **P23-12-R-06** - Uninterruptable Power Supply Battery Replacement at Headquarters
(Agenda Pages 57 – 58)
- 4.4 **P23-12-R-14** - AXON Enterprise Inc. - Limited Tendering - Taser 7 Lease Program
(Agenda Pages 59 – 74)

5. OPERATIONAL VERBAL UPDATES

6. ACTION REGISTRY

- 6.1 Public Information Action Registry
(Agenda Pages 75 – 76)

7. RECEIPT OF PUBLIC CORRESPONDENCE

8. NEW BUSINESS

9. MOVE INTO CLOSED SESSION

10. CLOSED SESSION REPORT

11. ADJOURNMENT



Public Minutes

MEETING NO. P23-11

DATE OF MEETING: Thursday, November 30, 2023
9:00 a.m.

LOCATION: Community Room, HRPS Headquarters/Virtual

MEMBERS PRESENT (in person): Jeff Knoll (Chair)
Curt Allen, Navdeep Dhaliwal, Jane McKenna

MEMBERS PRESENT (via Zoom Teleconference): Councillor Lisa Kearns, Councillor Clark Somerville

STAFF PRESENT: Chief Stephen Tanner
Deputy Chief Roger Wilkie
Deputy Chief Jeff Hill
Paul Lavergne, Director, Corporate Services
Tracy Dottori, Director, Human Resources
Bill Payne, Director, Information Technology
Adam Woods, Manager, Information Technology
Superintendent Bob Gourley
Inspector Anita Laframboise
Sergeant Paul Craig
Phil Wright, General Counsel, HRP
Fred Kaustinen, Chief Governance Officer
Chris Lallouet, Yellow Robot Communications
Graham Milne, Board Secretary

GUESTS: David Tilley, Ministry of the Solicitor General



1. **GENERAL**

1.1 Regrets

I. Hann.

1.2 Disclosure of Conflicts of Interest

The Chair called upon Board members to declare any conflicts of interest they might have on the agenda. No declarations were made.

1.3 Confirmation of Minutes of Meeting P23-09 held Thursday, October 26, 2023

Moved by: N. Dhaliwal

Seconded by: J. McKenna

"THAT the Minutes of Meeting P23-09 held Thursday, October 26, 2023 be adopted as circulated."

Carried.

2. **PRESENTATIONS/DELEGATIONS**

None.

3. **INFORMATION REPORTS**

3.1 P23-11-I-01 - Financial Report and Forecast – 3rd Quarter 2023

Moved by: J. McKenna

Seconded by: C. Allen

"THAT Report No. P23-11-I-01 - Financial Report and Forecast – 3rd Quarter 2023 be received for information."

Carried.



3.2 P23-11-I-02 - Semi-Annual Grant Agreements Execution

Moved by: J. McKenna
Seconded by: C. Allen

"THAT Report No. P23-11-I-02 - Semi-Annual Grant Agreements Execution be received for information."

Carried.

3.3 P23-11-I-03 - Interpreter App Provided by Languages in Motion

Moved by: J. McKenna
Seconded by: C. Allen

"THAT Report No. P23-11-I-03 - Interpreter App Provided by Languages in Motion be received for information."

Carried.

4. RECOMMENDATION REPORTS

4.1 P23-11-R-04 - Contract Extensions - STSolutions Limited

Moved by: J. McKenna
Seconded by: N. Dhaliwal

"THAT the Halton Police Board approve a twenty-four (24) month extension of the single source Professional Consulting Services Agreement for the acquisition of consulting services from STSolutions Limited for an amount not to exceed \$431,095 (inclusive of taxes); and

THAT the Board authorize the Chief to execute the contract extension on the Board's behalf."

Carried.



4.2 P23-11-R-05 - Bronte Harbour – Lease

Moved by: C. Allen

Seconded by: J. McKenna

"THAT the Halton Regional Police Services Board approve the execution of a lease of property located at 2340 Ontario Street, Oakville, from the Town of Oakville, at an annual lease cost of approximately \$20,288 (plus taxes and additional rent), that will serve as the Marine Unit base office and the Bronte Village Community Office; and further,

THAT the Board Chair be authorized to execute an extension to the Lease effective November 1, 2023 to October 31, 2024 in a form acceptable to the Service and the Director of Legal Services."

Carried.

4.3 P23-11-R-11 - Harm Reduction Program Enhancement – Naloxone Distribution Agreement

Moved by: C. Allen

Seconded by: L. Kearns

"THAT the Halton Police Board approve the participation of the Halton Regional Police Service in the Harm Reduction Program Enhancement pilot project through the Ontario Ministry of Health and The Regional Municipality of Halton; and further,

THAT the Board Chair be authorized to execute a Naloxone Distribution Agreement with The Regional Municipality of Halton to enable frontline officers to distribute Naloxone kits to vulnerable populations and their caregivers in a form acceptable to the Service and the Director of Legal Services."

Carried.

5. OPERATIONAL VERBAL UPDATES

Operational verbal updates were provided regarding the following:

- Auto theft arrests



6. **ACTION REGISTRY**

6.1 **Public Information Action Registry**

Moved by: J. McKenna
Seconded by: N. Dhaliwal

"THAT the Public Information Action Registry be received."

Carried.

7. **RECEIPT OF PUBLIC CORRESPONDENCE**

There was no public correspondence for receipt.

8. **NEW BUSINESS**

Chair Knoll thanked the staff for their efforts in arranging the recent Hate Crimes Symposium.

There was no other new business.

9. **MOVE INTO CLOSED SESSION**

Moved by: J. McKenna
Seconded by: N. Dhaliwal

"THAT the Board do now convene into closed session."

Carried.

10. **CLOSED SESSION REPORT**

The Chair reported that during the closed session, the Board considered legal and personnel matters and motions were approved by the Board regarding these matters.



11. ADJOURNMENT

Moved by: J. McKenna

Seconded by: C. Allen

"THAT the Halton Police Board do now adjourn this meeting."

Carried.

The meeting adjourned at 12:30 p.m.

Jeff Knoll
Chair

Graham Milne
Board Secretary



Halton Regional Police Service Public Agenda Information Report

To: Chair and Board Members

From: Chief Stephen J. Tanner

Subject: FACILITIES UPDATE - 2023

Report #: P23-12-I-01

Date: December 14, 2023

INTRODUCTION AND BACKGROUND:

The facilities update report is prepared annually, or as required, and provides information regarding the status of major facility renovation and construction projects.

Details of activities undertaken since the last report to the Board are as follows:

1 District – Milton & Halton Hills

The 1 District Facility Plan was developed to provide an effective and efficient configuration and location of police facilities to support the delivery of policing services in the District. The Board approved a recommendation to provide a main District station (with supporting service delivery stations in Acton and Georgetown) which will provide operational benefits, improved communications, more effective use of resources and cost savings.

The development project for the new main 1 District Station is comprised of three phases; Land Acquisition, Shared Community Services - Design & Construction, and 1 District Facility - Design & Construction.

The Region-lead Land Acquisition phase has acquired suitable developable land as part of a larger development block in the Town of Halton Hills bounded by Steeles Avenue to the North, Sixth Line to the West, Hornby Road to the East and 401 corridors to the South. Regional staff have executed a cost-sharing agreement with partnering landowners for the servicing of the development block. The implementation of the cost sharing agreement will continue to the completion of the community services construction and subsequent land transfers.

The Region-lead Shared Community Services - Design & Construction phase (municipal road, storm water management and local servicing infrastructure) progressed very well though 2023 with the construction of proposed local municipal road, stormwater management pond, and installation of all municipal servicing work (water, sanitary and storm systems). This contract will be substantially complete for year-end 2023. A separate contract for hydro work has commenced and is planned to be complete in Q1 2024.

The 1 District Facility - Design & Construction phase continued to progress this year with AECOM Canada Architects Ltd. At year-end, all permitting applications have been submitted to the appropriate authorities having jurisdiction and with first round of review comments have been received and responded to. Project design and contract documents are complete and the project has been issued for Tender for a general contractor. The tender period will close mid-late January 2024 where Staff in conjunction with the Regional Staff will look to move the project to award of a General Contractor. The project schedule anticipates construction commencing March/April 2024 and the new facility operational in Q1 2026.

The Halton Police Board will receive a recommendation report to seek approval to fully implement the 1 District Facility Plan in the December 2023 meeting.

The existing 11 & 12 Division facilities will continue to be suitably maintained with minimal capital investment until the new 1 District Facility is complete.

2 District – Oakville and 3 District – Burlington

There were not any significant facilities projects undertaken at these locations during 2023. The facilities continue to meet the Service's operational needs.

Headquarters

In 2023 Staff progressed with renovation planning to provide a unified workplace for the new centralized Computer Crime Unit within Headquarters. Building permit was applied for and received and tender ready documents will be sent to the Region for issuance in January 2024. It is expected in Q2 2024 that Computer Crime Unit will be operational in their new workplace.

This facility continues to meet the Service's operational needs



Stephen J. Tanner
Chief of Police

: PL / MMcM



Halton Regional Police Service Public Agenda Information Report

To: Chair and Police Board Members

From: Chief Stephen J. Tanner

Subject: SECONDARY EMPLOYMENT – 2023

Report #: P23-12-I-02

Date: December 14, 2023

INTRODUCTION AND BACKGROUND:

As per Service Directive EXE-007 and Halton Police Board By-law No. 98-2, members who wish to engage in secondary employment must receive permission from the Chief of Police. The term of approval is three (3) years, at which time members who wish to continue in secondary employment are required to reapply.

A total of three (3) members requested permission for secondary employment during 2023. The approved activities are:

Part-time Teacher – Peel School Board
Interpreter – Multicultural Council
Gas Fitter – Self Employed

These activities adhere to the restrictions set out in Section 49 of the *Police Services Act*.

A handwritten signature in black ink, appearing to read "Stephen J. Tanner".

Stephen J. Tanner
Chief of Police

:LAM



Halton Regional Police Service Public Agenda Information Report

To: Chair and Police Board Members

From: Chief Stephen J. Tanner

Subject: COMMUNITY SAFETY AND WELL-BEING PLANS

Report #: P23-12-I-03

Date: December 14, 2023

INTRODUCTION AND BACKGROUND:

Halton continues to be a leader in community safety and well-being because collaboration, planning and action are central to the work we do to keep our community safe and healthy.

CONSULTATION:

Deputy Chief R. Wilkie
Inspector B. Dickson
Staff Sergeant Ryan Snow
Alex Sarchuk, Region of Halton
Samantha Jackson, Region of Halton
Dr. Deepika Lobo, Region of Halton
Susan Alfred, Region of Halton

A handwritten signature in black ink, appearing to read "Stephen J. Tanner".

Stephen J. Tanner
Chief of Police

:JR

Attachments: Community Safety and Well-Being Status Report – October-December 2023



Halton Regional Police Service

Community Safety and Well-Being Status Report October 2023 – December 2023



The Regional Community Mobilization Bureau provides updates on the progress of community safety and well-being planning (CSWB) in Halton. The purpose of this status report is to maintain a timely, consistent flow of information relating to CSWB progress and performance.

Report Period: October 2023 – December 2023

Submitted To: Halton Police Board

Community Safety and Well-Being Updates

Halton Situation Table Training Day:

Originating in Saskatchewan, the Situation Table Model is now widely implemented across Canada. In 2013, Halton’s Situation Table was launched as a pilot project in North Halton as part of a Regional Community Mobilization and Engagement Strategy led by the Halton Regional Police Service. After a successful pilot phase, the Situation Table was expanded to all Halton communities in 2015. The Situation Table is comprised of more than 30 agencies that meet weekly to discuss clients at acutely elevated risk. Table members collaborate to assess these individuals and, if necessary, allocate appropriate resources to help mitigate the risk(s) and assist them in achieving safe and healthier outcomes.

Since its inception, “seats” at the table have been vacated or added with the changing of organizations and/or their designates. To date, no training has been developed nor offered to assist in onboarding new members, nor has there been any development or implementation of systems to ensure adherence to standard practices within the current membership.

Training and tools were recently created to assist all Table members with understanding the four-filter process and how the Situation Table works as a whole.

Through environmental scans, the Community Safety and Well-Being Officer collaborated with various Situation Tables within Ontario to understand onboarding, training, and adherence within their respective programs. The information gleaned from this scan served as the inspiration for members in Halton to create a Situation Table Handbook. The Handbook is intended to equip new and active members with the knowledge, tools, and standard practices to help ensure that the Table achieves the high level of service it strives to deliver.

On October 3, 2023, the Halton Regional Police Service facilitated their first Halton Situation Table Training Day. Some of the topics discussed as part of the session included:

- the newly-created vision, mission and purpose,
- roles and responsibilities of membership, including privacy and information sharing,
- the Halton Situation Table Handbook,
- the importance of consent,
- the privacy legislation that the Situation Table members adhere to, and;
- the filter four process, and many other topics.

COMMUNITY SAFETY & WELL-BEING STEERING COMMITTEE

HRPS Deputy Chief Roger Wilkie

HRPS Inspector Bruce Dickson
Regional Community Mobilization Bureau

HRPS Staff Sergeant Ryan Snow
Regional Community Mobilization Bureau

Alex Sarchuk
Commissioner of Social and Community Services
Halton Region

Samantha Jackson
Manager Human Services Planning and Program
Support, Social and Community Services
Halton Region

Dr. Deepika Lobo
Acting Commissioner and Medical Health
Public Health, Halton Region

Susan Alfred
Director Healthy Families
Public Health, Halton Region

COMMUNITY SAFETY & WELL-BEING WORKING GROUP

HRPS Sergeant Jacqueline Ross
Regional Community Mobilization Bureau

HRPS Constable Ashley Lilliman
Regional Community Mobilization Bureau

Kendra Habing
Decision Support Advisor – CSWB
Initiatives, Social and Community Services
Halton Region

Juan Medina
Decision Support Analyst,
Social and Community Services,
Halton Region

Harmeet Sandhu
Community Partnerships Analyst
Social and Community Services
Halton Region



Halton Regional Police Service

Community Safety and Well-Being Status Report October 2023 – December 2023



Halton Region Housing as well as Safe Beds provided the group with a presentation on relevant community programs that their organizations offer and explained how their programs will benefit the Situation Table.

To measure the success of the day, Halton Situation Table members provided their feedback on how the day went using the Survey Monkey platform.

Overdose Coordination Group - Naloxone Distribution Expansion Project

As part of Halton Regional Police Service's ongoing efforts to help keep members of the public safe, the service will be expanding its Naloxone distribution project to additional frontline members. All Community Mobilization Officers and the Mobile Crisis Rapid Response Team will be trained on this life-saving first aid tool.

Overdose Coordination Group - Lunch and Learn

On December 13, 2023, Halton Regional Police will be hosting an Overdose Awareness Lunch and Learn for internal members. The Lunch and Learn will be an impactful and informative session exploring substance misuse and how to support those impacted by it in our community. HRPS members will have the opportunity to hear the powerful lived experiences of Brian Glasgow and Matthew Genovy, two community members who have overcome addiction and who now provide education and support to partner agencies and others affected by the opioid crisis.

CSWB Frequently Asked Questions Document:

Halton's Community Safety and Well-Being Team has developed a frequently-asked questions document to provide an overview of Community Safety and Well-Being planning and Halton information relevant to the initiative. The document can be found on [Halton.ca](https://www.halton.ca) or [accessed here](#).

To learn more about our [community safety and well-being initiatives](#), visit [Halton.ca](https://www.halton.ca).



Halton Regional Police Service Public Agenda Recommendation Report

To: Chair and Police Board Members

From: Chief Stephen J. Tanner

Subject: SAFETY VILLAGE- GROUND LEASE WITH REGION OF HALTON
AND SUB-LEASE WITH THE OPTIMIST CLUB OF OAKVILLE

Report #: P23-12-R-04

Date: December 14, 2023

RECOMMENDATION:

"That the Halton Police Board approve the execution by the Chair of a Ground Lease with The Regional Municipality of Halton for the lands located at 1151 Bronte Road, Oakville known as the Safety Village:

and further,

The Halton Police Board approve the execution by the Chair of a Sub-Lease of portions of the Safety Village property to The Optimist Club of Oakville for its access and use as meeting space for its members."

A handwritten signature in black ink, appearing to be "S. J. Tanner", written over a light blue background.

Stephen J. Tanner
Chief of Police

KK:

Attachments: Ground Lease Agreement
Sublease Agreement

INTRODUCTION AND BACKGROUND:

The Safety Village was first constructed by members of the police service in 1987 on lands just south of the Halton Regional Centre and the former Halton Regional Police Service Headquarters. It was conceived as a place to provide safety education to elementary school children. In 1994, in collaboration with The Optimist Club of Oakville, the Safety Village was re-constructed with a permanent classroom building. Since that time, The Optimist Club has used the basement portion of the building as its meeting space for its members.

While discussions have taken place between the Service, the Region and the Optimist Club on a number of occasions since 1994 to formalize their relationships, no formal agreements have ever been in place to govern the use of the Safety Village lands or the buildings. However, as the building is aging and the Safety Village itself needs refurbishment, it has become evident that there ought to be agreements in place to set out the specific rights and obligations of the parties.

DISCUSSION / ANALYSIS:

It is proposed that the Board enter into the attached Ground Lease with the Region. The Ground Lease will obligate the Board (through the Service) to maintain the lands and buildings thereon- as it has since 1987. The Ground Lease is for a ten (10) year term with two Board options to extend the term for additional terms of 10 years each. The annual rent payable will be \$1.00, inclusive of any taxes, utilities, or additional rent. All subsequent material improvements to the lands and buildings will be the responsibility of the Board, subject to the approval of the Region.

Once executed by the Board, the Ground Lease is subject to the approval of Regional Council.

It also proposed that the Board enter into the attached Sublease with The Optimist Club of Oakville. The Sublease will give the Club and its members access to and the use of the basement portion of the Safety Village Classroom building. It will, also give the Club the right to make use of storage facilities within the Safety Village to permit the Club to store, among other things, its portable hut that it uses during the holiday season to sell Christmas trees to raise funds for the Club's activities. The term of the Sublease mirrors the initial 10-year term of the Ground Lease. To acknowledge the continuing contributions of the Optimists to the maintenance and operations of the Safety Village, the annual rent under the Sublease will be the nominal amount of \$2.00.

ALTERNATIVES:

The status quo- not recommended.

CONSULTATION:

Inspector Bruce Dickson, Regional Community Mobilization Bureau (RCMB)
Ken Kelertas, Director, Legal Services
Paul Lavergne, Director, Corporate Services
Mike McMullen, Manager, Facilities Services
Adam Millington, Acting Manager, Realty Services, Region of Halton

FINANCIAL / HUMAN RESOURCE / LEGAL ISSUES:

The operating costs for the Safety Village are paid out of the RCMB operating budget.

STRATEGIC MANAGEMENT ISSUES:

Formalizing the rights and responsibilities of the parties that own and occupy the Safety Village supports Theme 1 Goal 5, Theme 2, Goal 4, and Theme 3, Goal 3:

Community Safety & Well-being – Engage and mobilize the community, including our Community Safety and Well-Being partners, citizens and others, to collaboratively share responsibility for keeping Halton safe.

Outreach and Collaboration – Ensure greater youth engagement and maximize understanding and trust of police (including in-school programs, social media, and innovative youth-focused initiatives).

Capability and Engagement – Maximize the effectiveness and efficiency of the organization by working effectively with community and municipal partners.

GROUND LEASE

THIS LEASE dated for reference

BETWEEN:

THE REGIONAL MUNICIPALITY OF HALTON

(the “**Landlord**”)

AND

THE REGIONAL MUNICIPALITY OF HALTON POLICE SERVICES BOARD

(the “**Tenant**”)

WHEREAS:

- A. The Landlord is the owner of the Lands as defined herein;
- B. The Lands were improved by the Tenant in 1987 with the Safety Village and associated temporary structures.
- C. The Lands were redeveloped in 1994 by the Tenant in partnership with a third party, the Optimist Club of Oakville, with an improved Safety Village and Classroom Facility
- D. The Landlord has agreed to lease the Lands to the Tenant for the Term in order that the Tenant may facilitate Improvements and use, occupy, and enjoy the Lands and the Improvements upon the terms and conditions, and subject to the provisos, contained in this Lease.

NOW THIS LEASE WITNESSES that in consideration of the Rent, covenants, and agreements to be paid, observed, and performed by the Tenant, the Landlord leases to the Tenant and the Tenant leases from the Landlord the Lands upon the terms and conditions and subject to the provisos contained in this Lease.

This Lease is made upon and subject to the following covenants and conditions which each of the Landlord and the Tenant respectively covenants and agrees to keep, observe, and perform to the extent that the same are binding or expressed to be binding upon it.

1. DEFINITIONS

- 1.1** The terms defined in this Section 1.1, for all purposes of this Lease unless otherwise specifically provided, have the following meanings:
 - (a) “**Additional Rent**” means the amounts, if any, payable by the Tenant pursuant to Sections 4.1, 4.3, 4.4, 7.5, 7.7 and 12.1, together with any other and additional

amounts that are expressed in this Lease to be added to and made part of Additional Rent, other than Basic Rent.

- (b) “**Approvals**” means, collectively, any and all approvals and regulatory obligations required at law for the construction and operation of any improvements to the Lands.
- (c) “**Authority**” means any government, regulatory authority, government department, agency, utility, commission, board, tribunal or court having jurisdiction on behalf of any nation, province or other subdivision thereof or any municipality, district or other subdivision thereof.
- (d) “**Basic Rent**” as of any particular time means the net basic rental provided for in this Lease as specified in Article 3 of this Lease.
- (e) “**Claims**” means, collectively, any and all sums of money, actions, causes of action, claims, losses, demands, debts, accounts, controversies, covenants, promises, judgments, lawsuits, rights, charges, executions, obligations, damages, liabilities, penalties, costs and expenses whatsoever in law or in equity of every nature and kind suffered or incurred by a party.
- (f) “**Classroom Facility**” means the portion of the Lands improved with the larger building, measuring approximately 1780 square feet in area, located in area B on the attached Schedule “B”, and includes the Meeting Room that is located on the basement floor and the Classroom that is located on the mainfloor.
- (g) “**Commencement Date**” means the day that this agreement is fully executed by both the Landlord and the Tenant or such other date as the parties may, through their solicitors, agree to in writing.
- (h) “**Confidential Information**” has the meaning ascribed to such term in Section 17.
- (i) “**Dispute**” means any disagreement, failure to agree or other dispute between the Landlord and the Tenant arising out of or in connection with this Lease, including in respect of the interpretation, breach, performance, validity or termination hereof, whether in the law of contract or any other area of law.
- (j) “**Dispute Resolution Procedure**” means the procedure set out in Schedule “A”.
- (k) “**Environmental Contaminants**” means any contaminants, pollutants, hazardous, corrosive or toxic substances, flammable materials, explosive materials, radioactive materials, dangerous goods, microwaves, hazardous waste, urea formaldehyde, asbestos, noxious substances, compounds known as chlorobiphenyls, mould, and any other substance or material the storage, manufacture, disposal, treatment, generation, use, transport, remediation, or release of which into the environment is prohibited, regulated, controlled, or licensed under Environmental Laws.
- (l) “**Environmental Laws**” means any laws, statutes, regulations, orders, bylaws, permits or lawful requirements of any government authority with respect to environmental protection, or regulating, controlling, licensing, or prohibiting Environmental Contaminants.
- (m) “**Event of Default**” has the meaning ascribed to such term in Section 19.1.

- (n) “**Extension Term**” has the meaning ascribed to such term in Section 3.7.
- (o) “**Improvements**” means all structures and buildings constructed upon the Lands, including the Classroom Facility as defined herein, or any part of them by or for the Tenant pursuant to the provisions of this Lease, including, without limitation, hard landscaping and all necessary services and ancillary facilities, together with all replacements, alterations, additions, changes, substitutions, improvements, or repairs to them and all other improvements from time to time constructed upon or affixed or appurtenant to the Lands, including the in-ground and underground equipment, systems and fixtures located below the Lands.
- (p) “**Landlord Indemnified Parties**” has the meaning ascribed to such term in Section 2.2.
- (q) “**Lands**” areas B, and C, on the attached Schedule “B”
- (r) “**Lease**” means this lease, including all schedules attached to this Lease.
- (s) “**Prime Rate**” means the annual percentage rate of interest established from time to time by the Royal Bank of Canada as the base rate that will be used to determine rates of interest charged by it for Canadian dollar loans to customers in Canada and designated by the Royal Bank of Canada the prime rate.
- (t) “**Public Corporation**” has the meaning ascribed to such term in Section 16.2.
- (u) “**Released Matters**” has the meaning ascribed to such term in Section 2.2.
- (v) “**Released Parties**” has the meaning ascribed to such term in Section 2.2.
- (w) “**Releasors**” has the meaning ascribed to such term in Section 2.2.
- (x) “**Rent**” means the Basic Rent, Additional Rent, and any other amounts payable by the Tenant under this Lease.
- (y) “**Required Approvals**” means any and all permits, approvals, consents, licenses and/or certificates necessary to construct the Improvements and to facilitate the Tenant’s use of the Lands and the Improvements.
- (z) “**Safety Village**” means that portion of the Lands which are improved with an educational village with located in area C on the attached Schedule “B”.
- (aa) “**Term**” means the period of ten (10) years commencing on the Commencement Date, subject to extension and early termination in accordance with the provisions hereof.
- (bb) “**Transfer**” has the meaning ascribed to such term in Section 16.1.
- (cc) “**Transferee**” has the meaning ascribed to such term in Section 16.1.

1.2 All of the provisions of this Lease will be deemed and construed to be conditions as well as covenants as though the words specifically expressing or importing covenants or conditions were used in each separate section of this Lease.

1.3 The words “herein”, “hereby”, “hereunder”, and words of similar import refer to this Lease as a whole and not to any particular article or section of the Lease.

1.4 The captions and headings throughout this Lease are for convenience and reference only and the words and phrases used in the captions and headings will in no way be held or deemed to define, limit, describe, explain, modify, amplify, or add to the interpretation, construction, or meaning of any section or the scope or intent of this Lease, nor in any way affect this Lease.

2. DUE DILIGENCE

2.1 Due Diligence Period

Shall be the date of Commencement Date under this lease.

2.2 Conditions of Access

Intentionally Deleted.

2.3 Authorizations

Intentionally Deleted.

2.4 Deliveries

There are no deliveries on the part of the Landlord.

3. RENT AND EXTENSION TERM

3.1 Rent

The Tenant covenants and agrees to pay to the Landlord during the Term as Basic Rent an annual nominal amount equal to one (\$1.00) dollar the receipt and sufficiency of which is herein acknowledged.

3.2 Deposit

There is no deposit in connection with this agreement.

3.3 Payments Generally

All payments by the Tenant to the Landlord of whatsoever nature required or contemplated by this Lease will be:

- (a) paid to the Landlord by the Tenant in lawful currency of Canada;
- (b) made when due under this Lease, without prior demand and without any set-off, abatement, or deduction whatsoever, at the office of the Landlord or such other place as the Landlord may designate from time to time to the Tenant;
- (c) applied towards amounts then outstanding under this Lease, in such manner as the Landlord may see fit; and
- (d) deemed to be Additional Rent, in partial consideration for which this Lease has been entered into, and will be payable and recoverable as Additional Rent, such that the Landlord will have all of the rights and remedies against the Tenant for default in making any such payment that may not be expressly designated as rent, as the Landlord has for default in payment of Rent.

3.4 Net Lease

It is the intention of the Landlord and Tenant that all expenses, costs, payments, and outgoings incurred in respect of the Lands, the Improvements, and any other improvements of the Lands or for any other matter or thing affecting the Lands, will be borne by the Tenant and unless expressly stipulated to the contrary, any Basic Rent and/or Additional Rent will be absolutely net to the Landlord and free of all abatements, set-off, or deduction of real property taxes, charges, rates, assessments, expenses, costs, payments, or outgoings of every nature arising from or related to the Lands, the Improvements or any other improvements on the Lands and, unless expressly stated to the contrary, the Tenant will pay or cause to be paid all such taxes, charges, rates, assessments, expenses, costs, payments, and outgoings unless otherwise agreed to by the parties in writing.

3.5 Interest on Amounts in Arrears

Intentionally Deleted.

3.6 Goods and Services Taxes

The Tenant agrees to pay to the Landlord at the times required by the applicable legislation all goods and services taxes or harmonized sales taxes payable under the *Excise Tax Act*, R.S.C. 1985, c. E-15, or such other tax as may be substituted for those taxes from time to time.

3.7 Options to Extend

Provided the Tenant has not been in chronic material default under the terms of this Lease beyond all applicable cure periods, and further provided that as of the date of exercise as well the Tenant is not then in default beyond any applicable cure period under the terms of the Lease, the Tenant shall have two (2) options to extend the Term for ten (10) years each (each, an “**Extension Term**”) upon providing the Landlord with written notice at least six (6) months and no more than eighteen (18) months prior to the expiration of the Term or the Extension Term, as applicable, on the same terms and conditions as the Lease except that (i) any obligation on the Landlord to provide or allow the Tenant any inducements, allowances, fixturing, rent free or rent reduced periods or any other inducement(s) or concession(s) whatsoever, shall not be applicable nor shall the Tenant have any right or claim thereto and the Tenant shall accept the Lands and the Improvements in their then present condition; (ii) Basic Rent shall be calculated by the Landlord at the time of renewal; (iii) there shall be no further rights of extension after the second Extension Term; and (iv) the Tenant will promptly execute an extension agreement prepared by the Landlord and acceptable to the Tenant giving effect to the Extended Term.

3.8 Termination

Should the Lands be required by the Landlord, in its sole and unfettered discretion, the Landlord reserves the right to terminate this lease on twelve (12) months’ Notice. Any sublease of this agreement must be prepared subject to this right.

4. PAYMENT OF TAXES

4.1 Payment of Taxes

Except as otherwise provided in Section 4.2, the Landlord will in each and every year during the Term, not later than the day immediately preceding the date or dates on which real property taxes and other charges imposed upon real property within the Province of Ontario become due and payable, whether monthly, quarterly, twice-yearly, or otherwise, pay and discharge or cause to be paid and discharged all taxes, rates, duties, charges, and assessments, including school taxes, local improvement rates, and other charges that now are or will or may be levied, rated, charged, or assessed against the Lands, the Improvements, all other structures, all machinery, equipment, facilities, and other property of any nature whatsoever in or on them, whether such taxes, rates, duties, charges, and assessments are charged by any municipal, parliamentary, legislative, regional, school, or other authority during the Term. The Landlord will retain the right to appeal any assessment of the Lands or the Improvements or any other tax, rate, duty, charge, or amount referred to in this Section 4.1 provided that such appeal will be at the sole cost and expense of the Landlord. The Tenant will co-operate with the Landlord, at the Tenant’s expense, in order to assist the Landlord with any such appeal.

4.2 Delinquent Taxes

Intentionally Deleted.

4.3 Payment of Utility Services

The Tenant's utility costs are estimated and include in the Basic Rent.

4.4 Business Tax and Licence Fees

The Tenant covenants with the Landlord to pay for or cause to be paid when due every tax and permit and licence fee in respect of the use or occupancy of the Lands by the Tenant (and any and every subtenant, permittee, and licensee) whether such taxes or permit and licence fees are charged by any municipal, parliamentary, legislative, regional, or other authority during the Term, and will indemnify and keep indemnified the Landlord Indemnified Parties from and against payment of all losses, costs, charges, and expenses occasioned by or arising from any and all such taxes and permit and licence fees; and any such loss, costs, charges, and expenses that relate to such charges incurred by the Landlord may be collected by the Landlord as Additional Rent.

5. CONSTRUCTION OF IMPROVEMENTS

5.1 Tenant to Construct Improvements

- (a) Prior to the commencement of any development on the Lands, the Tenant shall, at its own cost, obtain all Required Approvals and keep same in force, and at the same time deliver to the Landlord drawings, elevations (where applicable), specifications (including the materials to be used), locations (where applicable), and exterior design of the proposed Improvements for the Landlord's approval, which approval the Landlord agrees not to unreasonably withhold or delay. Upon receipt of the Landlord's approval, the Tenant will, at no cost to the Landlord, construct the Improvements, together with other facilities ancillary to and connected with the Improvements on the Lands, expeditiously and in a good and workmanlike manner and in substantial accordance with the drawings, elevations, specifications (including materials to be used), location on the Lands, and exterior decoration and design approved by the Landlord.
- (b) Any changes to the drawings, specifications, location, exterior decoration, design, or exterior appearance of the Improvements or the appearance of the Lands will first be approved by the Landlord.

5.2 Fixturing Period

There will be no fixturing period for this lease.

5.3 Signage

Subject to prior written approval by the Landlord acting reasonably, the Tenant shall have the right, at its sole cost, to erect and maintain identification and directional signage on the Lands and on the Improvements, provided such signage complies with applicable law. All such signs shall remain the property of the Tenant and shall be removed by the Tenant prior to the expiration or early termination of the Term.

6. USE OF IMPROVEMENTS

The Tenant shall use and occupy and shall cause the Lands to be used and occupied in compliance with all applicable laws applicable to the Lands and the Improvements. The Tenant further covenants and agrees with the Landlord that neither the Lands nor the Improvements, or any part of the Lands or the Improvements, will be used for any purposes except those expressly approved of by the Landlord in writing.

7. INSURANCE

7.1 Insurance

Without restricting the indemnity provided by this Lease, the parties shall maintain in full force and effect at all times throughout the term or extended term(s) of this Lease insurance that a prudent person entering into such a Lease would obtain and maintain.

The party responsible for the matter giving rise to a claim, to the extent responsible therefor, shall be responsible and liable for the payment of deductibles under any policy of insurance under which it is an insured party.

The Tenant shall ensure that any assignee, subtenant or other user to whom the Tenant has sublet the Lands or any portion of the Lands shall obtain and maintain in full force and effect all the necessary and appropriate insurance that a reasonable and prudent person entering into such assignment or sublease would obtain and maintain, and which shall include at a minimum the following insurance during the term of any such assignment or sublease:

- (a) General Liability Insurance providing coverage for bodily injury including death, personal injury, property damage including loss of use thereof, contractual liability and Tenant's legal liability. The policy(ies) shall be written on an occurrence basis with coverage for any one occurrence in an amount not less than TWO MILLION DOLLARS (\$2,000,000.00), shall

name “The Regional Municipality of Halton” and “The Halton Regional Police Services Board” as additional insureds, and contain cross liability and severability of interest clauses.

- (b) “All Risks” Property Insurance on a replacement cost basis to adequately cover all Improvements, insurable goods and contents, merchandise and any other property in respect of which the assignee, subtenant or other user has an insurable interest which may at any time be located on the Lands. The policy shall contain a waiver of subrogation in favour of “The Regional Municipality of Halton” and “The Halton Regional Police Services Board”.
- (c) All policies of insurance shall: (i) be written with an insurer licensed to do business in Ontario; and (ii) contain an undertaking by the insurer to notify “The Regional Municipality of Halton” and “The Halton Regional Police Services Board” in writing at least thirty (30) calendar days (fifteen (15) calendar days if cancellation is due to non-payment of premium), prior to any cancellation of insurance.

The Tenant shall obtain from such assignee, subtenant or other user, and shall provide to the Landlord, a certificate evidencing that such insurance has been obtained and is being maintained.

7.2 Release of Landlord from Liability for Insured Loss or Damage

The Tenant hereby releases the Landlord and its servants, agents, successors, and assigns from any and all liability for loss or damage caused by any of the perils against which the Tenant has insured or pursuant to the terms of this Lease is obligated to insure the Improvements, or any part or parts of them, and the Tenant hereby covenants to indemnify and save harmless the Landlord Indemnified Parties from and against all Claims relating to such insured loss or damage or loss or damage that the Tenant is obligated to insure.

7.3 Landlord’s Right to Repair and Receive the Insurance Proceeds

Should the Tenant fail to effect the restoration, reconstruction, or replacement of the loss or damage in respect of which the insurance monies are payable, without unreasonable delay, the Landlord will be entitled to effect such restoration, reconstruction, or replacement and the Tenant will pay or cause to be paid to the Landlord such insurance monies.

7.4 Workers' Compensation Coverage

- (a) At all times during the Term, the Tenant will at its own expense procure and carry, or cause to be procured and carried and paid for, full workers' compensation coverage in respect of all workers, employees, servants, and others engaged in or upon any work, non-payment of which would create a lien on the Lands or the Improvements.
- (b) The Tenant will immediately notify the Landlord of any dispute involving third parties that may arise in connection with obtaining and maintaining the workers' compensation coverage required under this Lease if such dispute results in the requisite coverage not being in place, and the Tenant will take all reasonable steps to ensure the resolution of such dispute promptly. At all times the Tenant will indemnify and save harmless the Landlord Indemnified Parties from and against all Claims that the Landlord may incur as a result of any default by the Tenant of its obligation under this Section 7.4 to ensure that the full workers' compensation coverage is maintained. The Tenant will further ensure that no amount of the workers' compensation coverage is left unpaid so as to create a lien on the Lands or the Improvements. If the workers' compensation coverage required by this Section 7.4 is not in place within 30 days of the date of the notice to the Landlord mentioned above, the Landlord will be entitled to have recourse to the remedies of the Landlord specified in this Lease or at law or equity.

8. REPAIRS AND MAINTENANCE

8.1 Landlord Not Obligated to Repair

Subject to Section 8.7, the Landlord will not be obliged to furnish any services or facilities or to make repairs, alterations, or replacements in or to the Lands or the Improvements, the Tenant hereby assuming the full and sole responsibility for the condition, operation, repair, replacement, maintenance, and management of the Lands and the Improvements.

8.2 Repair by the Tenant

Subject to Section 8.7, the Tenant will during the Term, at its cost, by itself or by the use of agents, put and keep in first-class order and condition (reasonable wear and tear excepted so long as the reasonable wear and tear does not unreasonably affect the exterior appearance of the Improvements or the foundation or structure of the Improvements) the Lands and the Improvements, and the appurtenances and equipment of them, both inside and outside, including but not limited to fixtures, walls, foundations, roofs, elevators (if any) and similar devices, heating and air-conditioning equipment, sidewalks, landscaping, yards and other like areas, water and sewer mains and connections, water, steam, gas, and electric pipes and conduits, and all other fixtures on the Lands and the Improvements and machinery and equipment used or required in the operation of them, whether or not

enumerated in this Lease, and will, in the same manner and to the same extent as a prudent owner, make any and all necessary repairs, replacements, alterations, additions, changes, substitutions, and improvements, ordinary or extraordinary, foreseen or unforeseen, structural or otherwise, and keep the Improvements and aforesaid fixtures, appurtenances, and equipment fully usable for all of the purposes for which the Improvements were erected and constructed and the specified fixtures, appurtenances, and equipment were supplied and installed. Such repairs and replacements will be in all respects to the standard at least substantially equal in quality of material and workmanship to the original work and material in the Improvements and aforesaid fixtures, appurtenances, and equipment.

8.3 Tenant Not to Commit Waste or Injury

The Tenant will not commit or permit waste to the Lands or the Improvements or any part of them (reasonable wear and tear excepted so long as the reasonable wear and tear does not unreasonably affect the exterior appearance of the Improvements or the foundation or structure of the Improvements); nor will the Tenant injure or disfigure the Lands or the Improvements or permit them to be injured or disfigured in any way.

8.4 No Unlawful Purpose

The Tenant will not use or occupy or permit to be used or occupied the Lands or the Improvements or any part of them for any illegal or unlawful purpose or in any manner that will result in the cancellation of any insurance, or in the refusal of any insurers generally to issue any insurance as requested.

8.5 Removal of Improvements and Fixtures

Unless otherwise advised by the Landlord in writing, at the expiration or other termination of this Lease, the Tenant will, remove such Improvements installed or constructed by or on behalf of the Tenant, as the Landlord may require to be removed. The Tenant shall at the expiration or earlier termination of the Term remove its trade fixtures as the Landlord may require. Any removal of the Improvements and/or the Tenant's trade fixtures shall be done at the Tenant's sole cost and expense and the Tenant shall forthwith repair at its own cost any damage caused to the Lands by the installation or removal of the Improvements and/or trade fixtures. If the Tenant does not remove its trade fixtures at the expiration or earlier termination of the Term, then the trade fixtures shall, at the option of the Landlord, become the property of the Landlord and may be removed from the Lands and/or sold or otherwise disposed of by the Landlord in such manner as it deems advisable, all at the sole cost and expense of the Tenant. The obligations of the Tenant set forth in this Section shall survive the expiry or other termination of the Term.

8.6 Lands Accepted "As Is"

The Tenant accepts the Lands "as is" knowing the condition of the Lands, and agreeing that the Landlord has made no representation, warranty, or agreement with respect to the

Lands, except as may be otherwise expressly provided in this Lease. The Tenant further acknowledges and agrees that the Tenant shall be solely responsible for any increased costs of construction, operation or decommissioning of the Improvements and general use and conduct of business on the Lands resulting from or caused by the environmental condition of the Lands as of the date of the Lease.

8.7 Repairs to Improvements by Landlord

If at any time during the Term the Tenant fails to maintain the Lands and maintain, repair, or replace the Improvements and the fixtures, appurtenances, and equipment of them, both inside and outside, in the condition required by the provisions of Section 8.2, the Landlord through its agents, servants, contractors, and subcontractors may but will not be obliged to enter upon those parts of the Lands and the Improvements required for the purpose of making the repairs required by Section 8.2. The Landlord will make such repairs, only after giving the Tenant 60 days' written notice of its intention so to do, except in the case of an emergency when no notice to the Tenant is required. Any amount paid by the Landlord in making such repairs to the Lands and the Improvements or any part or parts thereof, together with all costs and expenses of the Landlord, will be reimbursed to the Landlord by the Tenant on demand plus a 15% administration fee together with interest at the rate specified in Section 3.5.

9. DAMAGE OR DESTRUCTION

9.1 Damage to Lands or Improvements

If all or any material part of the Lands is rendered untenable, unusable, or materially inaccessible by damage from fire or other casualty to the Lands or the Improvements, then:

- (a) if in the reasonable opinion of an independent engineer or architect (the "**Expert**"), the damage can be substantially repaired within one hundred and eighty (180) days from the date of such casualty, the Tenant shall forthwith, acting diligently and without material delay, repair such damage and remedy such suspension other than damage to the Existing Below-Grade Infrastructure and any other property that is not the responsibility of or is not owned by the Tenant; and
- (b) if in the reasonable opinion of the Expert, the damage cannot be substantially repaired within one hundred and eighty (180) days from the date of such casualty, then the Landlord or the Tenant may elect to terminate this Lease as of the date of such casualty by notice delivered to the other party not more than twenty (20) days after receipt of the Expert's opinion, failing which the Lease remains in full force and effect and the Tenant shall forthwith, acting diligently and without material delay, repair such damage or remedy such suspension other than damage to the Existing Below-Grade Infrastructure and any other property that is not the responsibility of or is not owned by the Tenant.

9.2 Abatement

If the Tenant is required to repair damage to the Lands and the Improvements under Section 9.1 the Basic Rent payable by the Tenant shall not be reduced.

9.3 Expropriation

The Landlord and the Tenant shall co-operate in respect of any expropriation of the Lands or any part thereof so that, the Tenant may receive the maximum award to which it is entitled in law for relocation costs, business interruption and such other costs (including any required increased rent in new premises) that it may be entitled to receive from the expropriating authority and so that the Landlord may receive the maximum award for all other compensation arising from or relating to such expropriation (including all compensation for the value of the Tenant's Improvements and the Tenant's rights (if any) to such compensation are hereby assigned to the Landlord). If the whole or a material part of the Lands is expropriated, the respective rights and obligations of the Landlord, and the Tenant shall continue until the day on which the expropriating authority takes possession thereof. The Landlord and the Tenant shall have the option, to be exercised by notice to the other party, to terminate this Lease effective on the day the expropriating authority takes possession of the whole or material portion of the Lands. Rent shall be adjusted as of the date of such termination and the Tenant shall, on the date of such taking of possession, vacate the Lands and surrender the same to the Landlord, with the Landlord having the right to re-enter and re-possess the Lands discharged of this Lease and to remove all persons therefrom.

9.4 Replacement, Repair or Reconstruction

Any replacement, repair, or reconstruction of the Improvements or any part of the Improvements pursuant to the provisions of Sections 9.1 will be made or done in compliance with the provisions of Section 8.2 and Article 10.

10. REPLACEMENT, CHANGES, ALTERATIONS, AND SUBSTITUTIONS

The Tenant will not make or permit to be made any changes, alterations, replacements, substitutions, or additions affecting the structure of the Improvements, the major electrical and/or mechanical systems contained in them, or the exterior or appearance of the Improvements without the written approval of the Landlord, which approval the Landlord will not unreasonably withhold or delay. No changes, alterations, replacements, substitutions, or additions will be undertaken until the Tenant has submitted or caused to be submitted to the Landlord drawings, elevations (where applicable), specifications (including the materials to be used), locations (where applicable), and exterior design of the proposed changes, alterations, replacements, substitutions, or additions, and until they have been approved in writing by the Landlord, which approval the Landlord agrees not to unreasonably withhold or delay.

The Tenant covenants and agrees with the Landlord that, subject to Article 11, all changes, alterations, replacements, substitutions, and additions undertaken by or for the Tenant once begun will be prosecuted with due diligence to completion. All such changes, alterations, and additions will meet the requirements of the Authority and any other government authorities having jurisdiction.

Notwithstanding the foregoing, prior written approval of the Landlord shall not be required for minor alterations that do not affect the structure, base building systems or exterior of the Improvements constructed on the Lands and cost less than \$10,000 in the aggregate (the “**Minor Alterations**”), provided the Tenant has given notice with reasonable detail of the proposed Minor Alterations to the Landlord in advance.

11. UNAVOIDABLE DELAYS

If, by reason of strike, lock-out, or other labour dispute, material or labour shortage not within the control of the Tenant, stop-work order issued by any court or tribunal of competent jurisdiction (provided that such order was not issued as the result of any act or fault of the Tenant or of any one employed by it directly or indirectly), fire or explosion, flood, wind, water, earthquake, act of God, or other similar circumstances beyond the reasonable control of the Tenant and not avoidable by the exercise of reasonable effort or foresight by the Tenant, the Tenant is, in good faith and without default or neglect on its part, prevented or delayed in the completion of the Improvements or repair of the Improvements or any part or parts of them which under the terms of this Lease the Tenant is required to do by a specified date or within a specified time or, if not specified, within a reasonable time, the date or period of time within which the work was to have been completed will be extended by the period of time equal to that of such delay or prevention; and the Tenant will not be deemed to be in default if it performs and completes the work in the manner required by the terms of this Lease within such extended period of time or within such further extended period of time as may be agreed upon from time to time between the Landlord and the Tenant. If the Landlord and the Tenant cannot agree as to whether or not there is a prevention or delay within the meaning of this Article, or they cannot agree as to the length of such prevention or delay, then such matter will be determined by reference to arbitration in accordance with Article 21. For the purposes of this Article 11 the inability of the Tenant to meet its financial obligations under this Lease or otherwise will not be a circumstance beyond the reasonable control of the Tenant and not avoidable by the exercise of reasonable effort or foresight by the Tenant.

12. CONSTRUCTION LIENS

12.1 Tenant to Remove Liens

The Tenant covenants to pay promptly all its contractors and material men and do any and all things necessary to minimize the possibility of a lien attaching to the Lands or to any part of the Improvements or the Lands and, should any such lien be made or filed, the

Tenant shall discharge the same forthwith (after notice thereof is given to the Tenant), but in any event not later than fifteen (15) days after notice, at the Tenant's expense. In the event the Tenant shall fail to cause any such lien to be discharged as aforesaid, then, in addition to any other right or remedy of the Landlord, the Landlord may, but it shall not be so obligated, vacate from title or discharge same by paying into Court the amount necessary to vacate the lien or by paying directly to any such lien claimant the amount of the claim, and the amount so paid by the Landlord and all costs and expenses including but not limited to solicitor's fees (on a substantial indemnity basis), incurred for the discharge of such lien shall be due and payable by the Tenant to the Landlord as Additional Rent within thirty (30) days of written demand thereof. In the event that any lien claimant in respect of work performed on behalf of the Tenant commences an action in which the Landlord is named as a party defendant and service of the statement of claim is effected upon the Landlord, the Tenant shall indemnify the Landlord Indemnified Parties for all of its legal costs.

12.2 Landlord Not Responsible for Liens

It is agreed that the Landlord will not be responsible for claims of liens filed by persons claiming through the Tenant or persons for whom the Tenant is in law responsible. The Tenant acknowledges and agrees that the improvements to be made to the Lands are made at the Tenant's request solely for the benefit of the Tenant and those for whom the Tenant is in law responsible.

13. INSPECTION AND EXHIBITION BY LANDLORD

13.1 Inspection by Landlord

The Landlord and the Tenant agree that it will be lawful for a representative of the Landlord at all reasonable times during the Term to enter the Lands and the Improvements, or any of them and to examine their condition. The Landlord will give to the Tenant notice of any repairs or restorations required in accordance with Section 8.2 and the Tenant will, within 30 days after every such notice well and sufficiently repair, restore, and make good accordingly.

14. OBSERVANCE OF REGULATIONS

The Tenant covenants with the Landlord that, notwithstanding any other provision of this Lease to the contrary, throughout the Term the Tenant will comply with all provisions of law, including without limitation municipal, regional, provincial, and federal legislative enactments concerning, without limitation, all environmental, police, fire, and sanitary regulations, zoning and building bylaws, and any municipal, regional, provincial, federal or other government regulations that relate to the construction and erection of the Improvements, to the equipment and maintenance of the Improvements, to the operation, occupation, and use of the Improvements or the Lands to the extent that the Tenant operates, occupies, and uses the Improvements or the Lands, whether by subletting them or any part of them or otherwise, and to the making of any repairs, replacements,

alterations, additions, changes, substitutions, or improvements of or to the Improvements, the Lands, or any part of them.

15. INDEMNITY

15.1 Breach, Violation, or Non-performance of Covenants by Tenant

The Tenant will indemnify and save harmless the Landlord Indemnified Parties from any and all Claims relating to and arising during the Term and any extension or renewal thereof out of any breach, violation, or non-performance of any covenant, condition, or agreement in this Lease to be fulfilled, kept, observed and performed by the Tenant.

Each party hereby indemnifies and saves harmless the other party from and against any and all Claims which the Indemnified Party may sustain, incur or be put to by reason of or directly or indirectly arising out of any breach of this Agreement by the other party or any wilful misconduct or negligence of the Indemnifying Party or any person for whom the Indemnifying Party is, at law, responsible, in relation to matters arising out of this Agreement.

16. SUBLETTING AND ASSIGNING

16.1 Subletting and Assigning

- (a) The Tenant shall not assign this Lease or sublet or franchise, license, grant concessions in, or otherwise part with or share possession of the Lands, or any part thereof, (each of the foregoing hereinafter referred to as a “**Transfer**”) without the prior written consent of the Landlord, which consent shall not be unreasonably withheld or delayed. At the time the Tenant requests such consent the Tenant shall deliver to the Landlord such information in writing (the “**required information**”) as the Landlord may reasonably require, including, without limitation, a copy of the proposed offer or agreement, if any, to Transfer and the name, address and nature of business and evidence as to the financial strength of the proposed assignee or subtenant or other user (any of the foregoing hereinafter referred to as a “**Transferee**”). The Landlord shall have forty-five (45) days from the date of its receipt of the required information to respond to the Tenant’s request for any consent to a Transfer.

Notwithstanding anything else herein contained, in no event shall any Transfer of this Lease release or relieve the Tenant in any regard whatsoever from any of its obligations or liabilities under or in respect of this Lease including any renewal or extension thereof.

PROVIDED however, and it is made a condition to any Transfer that:

- (i) The proposed Transferee of this Lease shall agree in writing with the Landlord to assume and perform all of the terms, covenants, conditions and agreements by this Lease imposed upon the Tenant herein in the Landlord's standard form, subject to reasonable amendments (which form shall also be executed by the Tenant);
 - (ii) The Transferee shall also waive any rights which it may have at common law in respect of relief from forfeiture and any rights it may have pursuant to Sections 21 and 39 (2) of the *Commercial Tenancies Act* (Ontario), as amended from time to time;
 - (iii) The Tenant shall pay the Landlord all property inspection, administration and legal fees in connection with the Transfer;
 - (iv) The consent of the Landlord is not a waiver of the requirement of the Landlord's consent for subsequent Transfers;
 - (v) The acceptance by the Landlord of Rent from a Transferee without the Landlord's consent shall not constitute a waiver of the requirement of such consent nor shall it constitute an acceptance of such party as the Tenant;
 - (vi) The Lands and the Improvements, at the time of the Transfer, shall comply in all respects with the standard of repair and maintenance required of the Tenant pursuant to this Lease and the Lease shall otherwise be in good standing;
 - (vii) If the Transfer does not take place within sixty (60) days of the giving of consent by the Landlord the consent shall, at the Landlord's option, expire and become null and void; and
 - (viii) If, following any assignment of this Lease, it is disaffirmed, disclaimed or terminated by any trustee in bankruptcy of a Transferee, the original Tenant named in this Lease will be deemed on notice from the Landlord given within sixty (60) days from the date of such disaffirmation, disclaimer or termination to have entered into a Lease with the Landlord containing the same terms and conditions as in this Lease.
- (b) If a Transfer occurs without the consent of the Landlord when required, the Landlord may collect Rent from the party in whose favour the Transfer was made and apply the net amount collected to the Rent herein reserved but no such Transfer will be considered a waiver of this covenant or the acceptance of the party in whose favour the Transfer was made as a tenant hereunder.
- (c) The Tenant acknowledges and agrees that the Landlord is permitted to take into account all reasonable factors, information and other criteria regarding a proposed Transferee when considering a Tenant's request for a Transfer pursuant to paragraph (a) of this Section 16.1, and that the Landlord may refuse to grant a

consent where the proposed Transferee does not have a sound financial covenant or a sound business history, reputation or experience. The Landlord shall not be liable for any Claims arising out of the Landlord unreasonably withholding its consent to any Transfer.

16.2 Change of Control

Intentionally deleted.

16.3 Mortgaging by Tenant

The Tenant shall not mortgage, pledge, hypothecate or otherwise encumber all or any portion of the Tenant's interest in this Lease or the Improvements and shall not permit any lender to register any security interest against title to the Lands.

17. CONFIDENTIALITY

The parties agree to keep all provisions of this Lease in confidence except to their respective advisors, consultants, prospective lenders on a confidential basis or as otherwise required by law or to obtain a consent or approval contemplated in this Lease.

The Tenant shall keep confidential all information, documentation and records obtained from the Landlord or its consultants, agents, advisors or solicitors with respect to the Lands, as well as any information arising out of the Tenant's access to the Lands and its due diligence with respect thereto (collectively, the "**Confidential Information**") and shall not use any Confidential Information for any purposes not related to this Lease or in any way detrimental to the Landlord. Nothing herein contained shall restrict or prohibit the Tenant from disclosing the Confidential Information to its consultants, agents, advisors and solicitors as long as such parties are instructed by the Tenant to keep such information confidential and they provide a written undertaking to the Landlord to do so.

The Confidential Information referred to in this Section shall not include:

- (a) information which is public at the time of receipt by the Tenant or by its consultants, agents, advisors or solicitors;
- (b) information which becomes public through no fault or act of the Tenant or its consultants, agents, advisors or solicitors;
- (c) information in the possession of the Tenant not provided by the Landlord or its consultants, agents, advisors or solicitors and not obtained through the Tenant's due diligence pursuant hereto; or
- (d) information required to be disclosed by law.

If this Lease is terminated for any reason, the Tenant shall promptly return to the Landlord all Confidential Information (other than the Tenant's notes and due diligence materials),

including all copies made by or on behalf of the Tenant, and shall destroy all of the Tenant's notes and due diligence materials containing Confidential Information related to this transaction. Without limiting the foregoing, the Tenant agrees to delete all Confidential Information from all retrieval systems and data bases of the Tenant.

The Landlord is a municipal government and as such shall comply with the *Municipal Freedom of Information and Protection of Privacy Act*, R.S.O. 1990, Chapter M.56, as amended. The Parties acknowledge that this legislation provides the public with the right to gain access to government held records, known as Freedom of Information (the “FOI”), which is subject to limited exceptions. The Tenant acknowledges that a FOI request could be made for records regarding the Landlord’s lease of the Lands herein, and that this Lease could be made public, save for any of the limited exemptions under the legislation.

This provision shall survive the termination of this Lease.

18. DEFAULT

18.1 Event of Default

An “**Event of Default**” shall occur whenever:

- (a) the Tenant fails to pay the Rent hereby reserved or any part thereof within five (5) business days from the giving of written notice by the Landlord to the Tenant in respect thereof;
- (b) the Tenant shall have breached or failed to comply with any of its covenants and agreements contained in this Lease (save for non-payment of Rent) and shall have failed to remedy such breach or non compliance within thirty (30) days after receipt of written notice thereof (delivered in accordance with the terms of this Lease) given by the Landlord to the Tenant or, in the event such remedy reasonably requires more than the thirty (30) days to complete, the Tenant shall have failed to commence to remedy such breach or non-compliance within thirty (30) days after receipt of written notice thereof (delivered in accordance with the terms of this Lease) given by the Landlord to the Tenant and thereafter at all times diligently and expeditiously pursued such remedy to completion;
- (c) the Tenant makes or applies to the relevant authority for a permit or approval for, any installation, alteration, addition, modification or improvement to the Lands without the prior written approval or authorization of the Landlord except when such approval or authorization is not required under this Lease;
- (d) the Lands shall be used by any person other than the Tenant or the Tenant’s permitted assignees or for any purpose other than as set out in Section 6;
- (e) any insurance policy on the Improvements or any part thereof shall be cancelled or shall be threatened by the insurer to be cancelled or the coverage thereunder reduced in any way by the insurer by reason of the use or occupation of the Lands or any part thereof by the Tenant and the Tenant shall have failed to remedy the condition

giving rise to such cancellation, threatened cancellation or reduction of coverage within forty eight (48) hours written notice given by the Landlord to the Tenant.

18.2 Rights of Re-Entry

- (a) Upon the occurrence of an Event of Default, the Landlord may at any time thereafter, without notice to the Tenant, re-enter the Lands or any part thereof in the name of the whole and terminate this Lease and all the rights of the Tenant thereunder.
- (b) If and whenever the Landlord exercises its option to re-enter the Lands and terminate this Lease pursuant to paragraph (a) of this Section:
 - (i) the Tenant shall immediately vacate the Lands and the Landlord may remove or cause to be removed from the Lands the Tenant and/or any other occupant or occupants thereof and if the Tenant has not removed all property therefrom or completely vacated the Lands, then such property shall be deemed to be abandoned and the Landlord may, at its discretion, remove all property therefrom and sell or dispose of such property at the Tenant's expense as the Landlord considers appropriate without liability for loss or damage and without prejudice to the rights of the Landlord to recover arrears of Rent or damages incurred by the Landlord;
 - (ii) the Landlord shall be immediately entitled to the payment of Rent up to the date of termination together with all expenses incurred by the Landlord in respect of such termination and the value of the Rent, calculated at the date of termination, for the unexpired portion of the Term.

18.3 Reletting

At any time when the Landlord is entitled to re-enter the Lands or terminate this Lease, the Landlord may without notice to the Tenant and without terminating the Lease enter upon and take custody of the Lands in the name of and as agent of the Tenant, together with all the Improvements, fixtures and furnishings, and sublet the Lands in the name of and as the agent of the Tenant on whatever terms the Landlord may deem appropriate but no such action by the Landlord shall waive any of the obligations of the Tenant or limit the subsequent exercise of any of the Landlord's remedies for default. If the Landlord shall sublet the Lands as aforesaid, the Landlord shall be entitled to receive all sublease rent and apply the same in its discretion to any indebtedness of the Tenant to the Landlord under this Lease and/or to the payment of any costs and expenses of reletting, and the Landlord shall be liable to account to the Tenant only for the excess, if any, of monies actually received by it. If the sublease rent is less than is necessary to pay and discharge all the then existing and continuing obligations of the Tenant hereunder, the Tenant shall pay such deficiency to the Landlord upon demand from time to time. Notwithstanding any such re-entry and subletting without termination, the Landlord may at any time thereafter terminate this Lease by reason of the previous or any other default under the Lease and the provisions of Section 19.3 shall apply.

18.4 Distress

The Tenant waives and renounces the benefit of any present or future statute taking away or limiting the Landlord's right of distress, and covenants and agrees that notwithstanding any such statute, none of the goods and/or chattels of the Tenant on the Lands at any time during the Term shall be exempt from levy by distress for rent in arrears.

18.5 Right to Cure Defaults

If an Event of Default occurs, the Landlord shall have the right (but shall not be so obligated) to perform or cause to be performed and to do or cause to be done such things as may be necessary or incidental thereto in order to remedy the default (including without limiting the foregoing, the right to make repairs, installations, erections and expend monies) without further notice, and all payments, expenses, charges, fees and disbursements incurred or paid by or on behalf of the Landlord (including without limitation the Landlord's fifteen percent (15%) supervisory fee) in respect thereof shall be paid by the Tenant to the Landlord thirty (30) days after written demand therefor together with all reasonable legal and administrative costs of the Landlord in respect thereof.

18.6 Remedies of Landlord Are Cumulative

The remedies of the Landlord specified in this Lease are cumulative and are in addition to any remedies of the Landlord at law or equity. No remedy will be deemed to be exclusive, and the Landlord may from time to time have recourse to one or more or all of the available remedies specified in this Lease or at law or equity. In addition to any other remedies provided in this Lease, the Landlord will be entitled to restrain by injunction any violation or attempted or threatened violation by the Tenant of any of the covenants or agreements under this Lease.

18.7 Waiver by Landlord

The failure of the Landlord to insist upon the strict performance of any covenant or agreement of this Lease will not waive such covenant or agreement, and the waiver by the Landlord of any breach of any covenant or agreement of this Lease will not waive such covenant or agreement in respect of any other breach. The receipt and acceptance by the Landlord of rent or other moneys due under this Lease with knowledge of any breach of any covenant or agreement by the Tenant will not waive such breach. No waiver by the Landlord will be effective unless made in writing.

19. LANDLORD'S DISCRETION

19.1 Landlord's Discretion

Nothing in this Lease derogates from or interferes with or fetters the exercise by the Landlord of all of its rights as a regional municipality, or imposes any obligations on the Landlord, in its role as a regional municipality and the Landlord shall not be prevented from or prejudiced in carrying out its statutory rights and responsibilities, including planning rights and responsibilities. Nothing in this Lease derogates from or interferes with or fetters the exercise by the Landlord's officers, employees, agents, representatives or elected and appointed officials of all of their rights, or imposes any obligations on the Landlord's officers, employees, agents, representatives or elected and appointed officials, other than as expressly set out in this Lease.

19.2 Communications between the Landlord and the Tenant

No communication or dealing between the Tenant and the Landlord in its capacity as a regional municipality, or the Tenant and any agency, board, commission, department, committee, body, commissioner, elected official, appointed official, officer, employee, agent or representative of the Landlord will be deemed to be a communication or dealing under the provisions of this Lease between the Tenant and the Landlord in its capacity as a party to this Lease or to affect the Landlord with notice of any such communication or dealing; it being intended and agreed that the Landlord acts solely as registered and beneficial owner of the Lands and as such, any communication or dealing between the Tenant and the Landlord as parties to this Lease will only be effective if delivered in accordance with the notice provisions set out herein. No communication or dealing between the Tenant as a party to this Lease and the Landlord as a party to this Lease pursuant to the provisions of this Lease will relieve the Tenant from the responsibility of discharging its lawful obligations to the Landlord in its capacity as a regional municipality imposed by statute, regulation, a by-law or by any other lawful manner separate and apart from the obligations of the Tenant imposed by this Lease.

20. ARBITRATION

Any Dispute arising out of or in connection with this Lease shall be resolved in accordance with the Dispute Resolution Procedure.

21. CONDUCT ON LANDS AND IMPROVEMENTS

Taking into account that during and construction of any Improvements the Lands will be operated as a normal construction site, the Tenant covenants and agrees with the Landlord that it will not carry on or do, or allow to be carried on or done upon the Lands or in the Improvements any work, business, or occupation that may be a nuisance or that may be improper, noisy, or contrary to any law or to any bylaw or to any regulation of the Authority or any enactment of any other government agencies or authorities having jurisdiction for the time being in force.

22. SURRENDER OF LEASE

At the expiration or sooner determination of the Term, the Tenant will surrender the Lands and the Improvements to the Landlord in the condition in which they were required to be kept by the Tenant under the provisions of this Lease, except as otherwise expressly provided in this Lease. The Tenant will not be entitled to any compensation from the Landlord for surrendering and yielding up the Lands and the Improvements as provided.

23. QUIET ENJOYMENT

23.1 Covenant for Quiet Enjoyment

If the Tenant pays the Rent hereby reserved and the other charges, and performs the covenants hereinbefore on the Tenant's part contained, the Tenant will and may peaceably enjoy and possess the Lands for the Term, without interruption or disturbance whatsoever from the Landlord or any other person, firm, or corporation lawfully claiming from or under the Landlord, provided however that nothing in this Section 24.1 will limit the rights of inspection conferred upon the Landlord by Section 13.1, the right of the Landlord to show the Lands and the Improvements and to post "for rent" or "for sale" signs, pursuant to Section 13.2.

23.2 Landlord's Right to Further Encumber

The Landlord hereby reserves the right to further charge the Lands, or any part of them, by way of easement, right of way, or restrictive covenant in favour of a Crown corporation or agency, a municipality, a regional district, or other government agency or authority; and the Tenant agrees, at the request of the Landlord, promptly to execute and deliver to the Landlord such instrument as may be necessary to subordinate the Tenant's right and interest in the Lands under this Lease to such charge.

24. OVERHOLDING

If the Tenant shall continue to occupy all or part of the Lands after the expiration of the Term with the consent of the Landlord, and without any further written agreement, the Tenant shall be a monthly tenant at one hundred and twenty-five percent (125%) of the monthly Basic Rent payable during the last year of this Lease and otherwise on the terms and conditions herein set out except as to length of tenancy.

25. NOTICE

All notices, requests, demands or other communications required or permitted to be given by one party to another under this Lease shall be given in writing and delivered by personal delivery or delivery by recognized national courier or delivered by registered mail, postage prepaid, or by e-mail communication addressed as follows:

(a) Landlord: The Regional Municipality of Halton
1151 Bronte Road
Oakville, ON L6M 3L1

Attention: Manager of Realty Services
Email: keenan.lane@halton.ca

- and -

-
Attention: Director of Legal Services
Email: Jody.Johnson@halton.ca

(b) Tenant: The Regional Municipality of Halton Police Services Board
2485 North Service Road West
Oakville, Ontario L6M 3H8

Attention: Director, Legal Services
Email: ken.kelertas@haltonpolice.ca

-and-

Manager, Facilities Services
michael.mcMullen@haltonpolice.ca

or at such other address or e-mail address at which the addressee may from time to time notify the addressor. Any notice delivered by personal delivery or by courier to the party to whom it is addressed as provided above shall be deemed to have been given and received on the day it is so delivered at such address. If such day is not a business day, or if the notice is received after 4:00 p.m., then the notice shall be deemed to have been given and received on the next business day. Any notice sent by prepaid registered mail shall be deemed to have been given and received on the fourth business day following the date of its mailing. Notices sent to an e-mail address shall be deemed to be received upon the sender's receipt of an acknowledgement from the intended recipient (such as by the "return receipt requested" function, as available, return e-mail or other written acknowledgement), provided that if such notice is not sent on a business day or is sent after 4:00 p.m. (addressee's local time) on a business day, such notice shall be deemed to have been given and received on the first business day after its transmission.

26. ENVIRONMENTAL

26.1 Tenant's Environmental Covenants

The Tenant covenants and agrees with the Landlord to:

- (a) develop and use the Lands and Improvements only in compliance with all Environmental Laws;

- (b) permit the Landlord to investigate the Lands and Improvements, any goods on the Lands or Improvements, and the Tenant's records at any time and from time to time to verify such compliance with Environmental Laws and this Lease;
- (d) except in compliance with Environmental Laws, not store, manufacture, dispose, treat, generate, use, transport, remediate, or release Environmental Contaminants on or from the Lands or Improvements without notifying the Landlord in writing and receiving prior written consent from the Landlord, which consent may be unreasonably or arbitrarily withheld; and
- (f) notify the Landlord in writing of:
 - (i) any enforcement, clean-up, removal, litigation, or other governmental, regulatory, judicial, or administrative action instituted, contemplated, or threatened against the Tenant, the Lands, or the Improvements pursuant to any Environmental Laws;
 - (ii) all claims, actions, orders, or investigations instituted, contemplated, or threatened by any third party against the Tenant, the Lands, or the Improvements relating to damage, contribution, cost recovery, compensation, loss, or injuries resulting from any Environmental Contaminants or any breach of the Environmental Laws; and
 - (iii) the discovery of any Environmental Contaminants or any occurrence or condition on the Lands or Improvements or any real property adjoining or in the vicinity of the Lands that could subject the Tenant, the Lands, or the Improvements to any fines, penalties, orders, or proceedings under any Environmental Laws.

The Tenant has sole responsibility for (and shall indemnify the Landlord, its officers, directors and employees with respect to) any increased costs as set out in Section 8.6, any breach by the Tenant of any Environmental Laws, the existence any Environmental Contaminants on, in or under the Lands during the Term that were not in existence prior to the Commencement Date or for any Environmental Contaminants that are over and above those that existed prior to the date of this Lease which were caused to be on, in, under or about the Lands by any act, omission, neglect or default on the part of the Tenant or any of its agents, employees, or other persons for whom the Tenant is, in law, responsible during the Term. The Tenant's responsibilities include, without limitation, clean up costs, removal costs, liability costs, expenses and damages, whether direct or consequential, whether sustained by the Landlord or by owners, tenants or other occupants of properties adjacent to or in the vicinity of the Lands, and whether sustained directly or indirectly.

If and to the extent that the Tenant is responsible for any Environmental Contaminants under this Section, the Tenant will clean up and remove such Environmental Contaminants prior to the expiration of the Term or earlier termination of this Lease (including the removal of any improvements, machinery, equipment or other facilities affected by any Environmental Contaminants), or at any time if requested by the Landlord or required by any governmental authority pursuant to Environmental Laws, all to the satisfaction of the Landlord and any governmental agencies with jurisdiction over Environmental Contaminants, their clean up and removal. The Tenant shall, at its own cost, obtain such approvals and certificates from, and make such filings with, governmental agencies in respect of remediation of the Lands as may be required under Environmental Law in respect of such remediation.

27. MISCELLANEOUS

27.1 Certificate of Good Standing

The Landlord and the Tenant agree that at any time and from time to time upon not less than 15 days' prior request by the other party, each will execute, acknowledge, and deliver to the other a statement in writing certifying:

- (a) that this Lease is unmodified and in full force and effect or if there have been modifications that the same are in full force and effect as modified and identifying the modifications;
- (b) the dates to which the Rent and other charges have been paid, and the request will specify the charges in respect of which such information is required; and
- (c) that, so far as the maker of the statement knows, without having conducted any searches or made any particular inquiries, the party who requests the statement is not in default under any provisions of this Lease, or if in default, the particulars of the default.

This certification will be provided by the Landlord on the following conditions:

- (i) that neither the Landlord nor the party signing on behalf of the Landlord be liable for any damage or expense should for any reason, including negligence, the information provided be inaccurate, incomplete, or misleading;
- (ii) that should any or all of the information be inaccurate, incomplete, or misleading for any reason, including negligence, the Landlord will, as against any person or corporation who may rely on the contents of this certification statement, be able to assert and enforce its full rights in strict accordance with the Lease as if this certification statement had not been signed on behalf of the Landlord

and as if any or all persons and corporations who may rely on the contents of the certification statement had not relied on the contents of the certification statement.

27.2 Time Is of the Essence

Time is of the essence of this Lease.

27.3 No Modification

This Lease may not be modified or amended except by an instrument in writing of equal formality as this Lease executed by the Landlord and the Tenant or by the successors or assigns of the Landlord and the successors or permitted assigns of the Tenant.

27.4 Successors and Assigns

It is agreed that these presents will extend to, be binding upon, and enure to the benefit of the Landlord and the Tenant and the successors and assigns of the Landlord and the successors and permitted assigns of the Tenant.

27.5 Planning Act

This Lease is expressly conditional upon compliance with the *Planning Act* (Ontario) and any amendments thereto.

27.6 Governing Law

This Lease shall be interpreted under and is governed by the laws of the Province of Ontario and the laws of Canada applicable therein, without giving effect to choice of law principles established or enacted in accordance with such laws, and shall be deemed to be an Ontario contract for all purposes. The Tenant and the Landlord hereby irrevocably attorn to the courts of the Province of Ontario and irrevocably select the appropriate courthouse in Toronto, Ontario (given the nature of the legal proceeding and the jurisdiction of the particular court) to be the venue for all legal proceedings in respect of this Lease or any other related matter. Any reference to a statute includes and is a reference to such statute and to the regulations made pursuant thereto, and, unless otherwise expressly provided herein, also refers to all amendments made thereto and in force from time to time, and to any statute or regulation that may be passed which supplements or supersedes such statute or regulation.

27.7 Counterparts and Execution

This Lease may be executed in any number of counterparts with the same effect as if all parties had signed the same document. All counterparts shall be construed together and shall constitute one and the same agreement. This Lease and any amendments hereto shall be considered validly executed and delivered by a party, if said party delivers an executed copy of the document to the other party hereto by telecopier or facsimile device or in .pdf or other common format by email. Such telecopied and/or facsimiled and/or emailed copy shall be deemed to have the same force and effect as an executed original. Such executed copy shall be conclusively deemed to be received on the day it was sent by telecopy and/or facsimile and/or email if it was sent before 4:00 pm on a business day in the jurisdiction in which the recipient is located, and will be conclusively deemed to have been received on the next business day following if sent after 4:00 pm on a business day in the jurisdiction in which the recipient is located. While "blue pen originals" may be circulated at any time, neither the circulation of such "blue pen originals" nor the execution thereof shall derogate from the binding effect of the signatures delivered electronically pursuant to this Section.

28. Approval of Regional Council

28.1 The Region's obligation to perform and complete the Lease set forth herein is conditional upon securing the necessary authorizations and/or approvals from Regional Council or its delegate. If the Landlord provides notification of satisfaction of this said condition, this Lease shall be firm and binding.

[signature page follows]

IN WITNESS WHEREOF the Landlord and the Tenant executed this Lease as evidenced by its properly authorized officers as of the day and year first above written.

**THE REGIONAL MUNICIPALITY OF
HALTON POLICE SERVICES BOARD**

Per: _____

Per: _____

I/We have the authority to bind the corporation.

**THE REGIONAL MUNICIPALITY
OF HALTON**

Per: _____

Per: _____

We have the authority to bind the Regional Corporation.

SCHEDULE “A”

DISPUTE RESOLUTION PROCEDURE

Except as otherwise provided in this Lease, any Dispute in respect of this Lease shall be resolved as follows:

- (a) the parties shall attempt to resolve such Dispute by negotiations, which shall be initiated by one of them giving to the other written notice containing details of the Dispute and the other shall provide written reply thereto within ten (10) business days;
- (b) if, for any reason, the Dispute remains unresolved after the expiration of the aforesaid ten (10) business day period, either party may provide a written request to the other party that the Dispute be resolved by referral to arbitration between the parties pursuant to the *Arbitration Act*, 1991 (Ontario). The arbitration shall be conducted by a single arbitrator, the place of arbitration shall be Toronto, Ontario, and the language of the arbitration shall be English. If the parties cannot agree upon the appointment of the single arbitrator within ten (10) business days of receipt of the request to arbitrate, either party may apply to a Judge of the Ontario Superior Court of Justice in Toronto, Ontario, to appoint same. A decision of the arbitrator shall be final and binding on the parties and there shall be no appeal therefrom; and
- (c) the time limits referred to in this Schedule may be abridged or extended by mutual agreement of the parties.

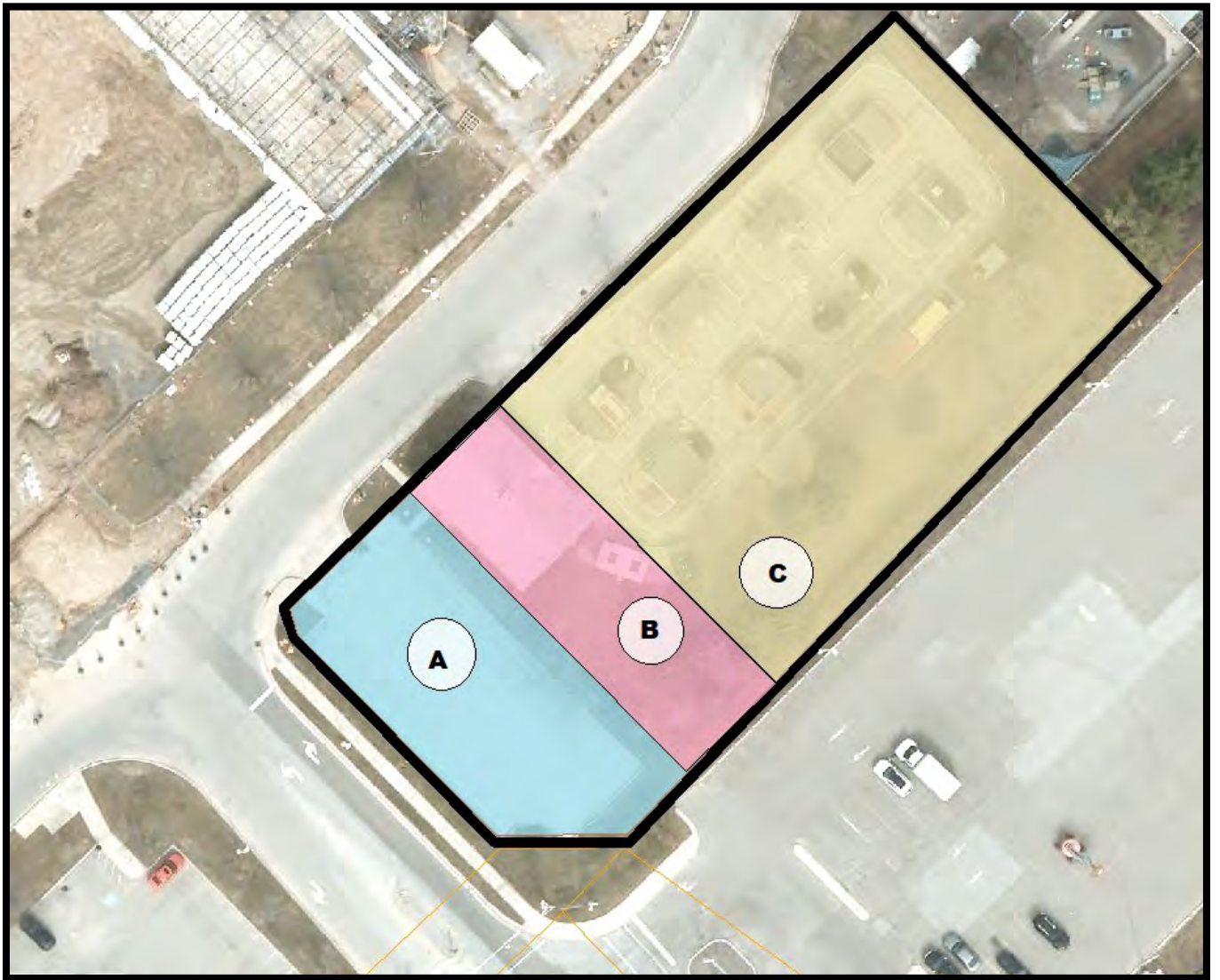
Except for any action necessary to enforce the award of the arbitrator, or any actions initiated by the insurer of a party, and subject to the provision of paragraph (b), the provisions of this Schedule are a complete defence to any suit, action or other proceeding instituted in any court or before any administrative tribunal with respect to any Dispute arising under or in connection with this Lease.

The parties shall continue to fulfill their respective obligations in respect of this Lease during the Dispute Resolution Procedure.

This Schedule shall survive any termination of this Lease.

SCHEDULE "B"

SITE MAP



SUBLEASE AGREEMENT

BETWEEN:

**THE REGIONAL MUNICIPALITY OF HALTON POLICE SERVICES BOARD
(the "Sub-landlord")**

- AND -

**THE OPTIMIST CLUB OF OAKVILLE
(the "Subtenant")**

WHEREAS the property identified by PIN 25069-0157(LT) is owned by The Regional Municipality of Halton (the "**Owner**");

AND WHEREAS the Sub-landlord leases a portion of the property shown as areas A, B, and C, on the attached Schedule A, from the Owner on a ground-lease basis (the "**HRPS Lease**");

AND WHEREAS the Subtenant is a non-profit corporation without share capital;

AND WHEREAS the Sub-landlord agrees to lease a portion of the HRPS Lease to the Subtenant, and the parties agree to enter into this Sublease.

NOW THEREFORE in consideration of the mutual covenants and agreements herein contained, the parties hereto agree as follows:

1. PREMISES

- (a) The Sub-landlord agrees to lease to the Subtenant a portion of its HRPS Lease comprising of the basement of the Building located on Part B outlined in pink in the Site Map attached as Schedule "A" (the "**Optimist Lease**").
- (b) The Subtenant is also granted a non-exclusive licence to enter the Building to access the basement and, with the written permission of the Sub-landlord, to make use of any existing or new storage facilities on the property within the areas on Part C outlined in yellow in the Site Map attached as Schedule "A", including the storage of the Subtenant's portable hut.
- (c) The Subtenant may also make use of the parking spaces set out in Part A outlined in blue in the Site Map between the hours of 5:00pm and 10:00pm EST or at other times as permitted in writing by the Sub-landlord.

2. TERM

The term of this Sublease shall coincide with the Sub-landlord's lease's term with the Building's landlord and will be for ten years (10) years commencing on January 1, 2024 and ending on December 31, 2033 (the "**Term**").

3. RENT

The Subtenant shall pay a nominal rent of \$2.00 per annum to the Sub-landlord for the Optimist Lease. This payment does not include the use of the Sub-landlord's equipment or supplies.

4. INDEMNITY

The Subtenant shall indemnify and save harmless the Sub-landlord from and against all claims, actions, causes of action, loss, damage, expense and costs, whatsoever, made by any person, arising out of or resulting directly or indirectly, and whether by reason of negligence or otherwise, from

- (a) the performance by the Subtenant of any of its covenants under this Sublease;
- (b) any default of the Subtenant in the performance of its covenants under this

Sublease

Sublease; and

(c) the remedying of such default by the Sub-landlord, by the Subtenant or by any other person.

5. INSURANCE

The Subtenant agrees to obtain a policy of Comprehensive Third-Party Public Liability insurance against claims for personal injury, death or property damage suffered in or about the Optimist Lease, arising directly or indirectly from the performance by the Subtenant, their employees, workmen, invitees, agents and representatives, naming the Sub-landlord and Owner as an Additional Insureds in an amount of not less than Two Million Dollars (\$2,000,000.00). The Subtenant shall indemnify and hold harmless the Sub-landlord, its members, officers, employees, agents and representatives from, and against any and all claims, actions, and demands, liability and expense in connection with the loss of life or personal injury or property damage sustained in connection with the Subtenant's use of the property. The Sub-landlord is to be provided with proof of the coverage in the form of a certificate of insurance when requested.

6. GENERAL

(a) The Optimist Lease made available to the Subtenant by virtue of this Sublease are made available only for those activities administered by the Subtenant at this location and matters incidental thereto and for no other purpose.

(b) The Subtenant shall only be responsible for repairs made necessary by the activities of the Subtenant resulting from its use of the Optimist Lease as aforesaid, and reasonable wear and tear. Damage by fire, lightning, tempest or Act of God is excepted.

(c) During the Term, if the Subtenant desires to make alterations, decorations, additions or improvements (sometimes hereinafter collectively called the "Alterations") to any part of the premises within the Optimist Lease, it may do so at its own expense at any time and from time to time, provided that the Subtenant's right to make such Alterations shall be subject to the following conditions:

- (i) before undertaking any such alterations, the Subtenant shall submit to the Sublandlord a plan showing the proposed alterations; and shall obtain the written approval and consent of the Sublandlord;
- (ii) all such Alterations shall conform to all building by-laws then in force affecting the Optimist Lease, the Building and the lands and such alterations or improvements shall be completed in a good and workmanlike manner; and
- (iii) such Alterations will not be in the sole opinion of the Landlord of such kind or extent as to in any manner weaken the structure of the Building after the alterations are completed or reduce the value of the Building in which case the Sublandlord may unreasonably and arbitrarily withhold its consent to same.
- (iv) All alterations, decorations, additions and improvements made by the Tenant or made by the Landlord or others on the Tenant's behalf (other than the Tenant's fixtures) shall immediately become the property of the Landlord without compensation therefor to the Tenant.
- (v) The Subtenant shall, at the end of the Term and at its own cost remove all fixtures in or on the premises within the Optimist Lease as the Landlord shall at its option require to be removed. If the Subtenant does not remove its fixtures at the expiration or earlier termination of the Term, such fixtures, at the option of the Sublandlord shall become the Sublandlord's property and may be removed from the Optimist Lease premises and sold or otherwise disposed of by the Landlord.

Sublease

- (d) The parties acknowledge that there are no covenants, representations, warranties, agreements or conditions, expressed or implied, collateral to or otherwise forming part of or in any way affecting or relating to this Sublease save as expressly set out in this Sublease and that this Sublease constitutes the entire agreement between the Subtenant and the Sub-landlord and may not be modified except by a subsequent agreement in writing of equal formality executed by the parties.
- (e) The Subtenant shall quietly enjoy the Optimist Lease during the Term without disturbance from or by the Sub-landlord.
- (f) A waiver by the Sub-landlord of any breach of any of the Subtenant's covenants hereunder shall not affect or prejudice the rights of the Sub-landlord in respect of any future or other breach of covenant by the Subtenant.
- (g) If any dispute or question shall arise between the parties hereto during the Term hereof, and any extension, as to any matter arising hereunder which the parties are unable to resolve by agreement, the same shall be determined by a single arbitrator jointly appointed and paid for equally by the parties.
- (h) The Schedules enumerated in this clause and attached to this Sublease shall be construed as part of this Sublease:
 - Schedule "A" – Site Map

7. TERMINATION

Should the Lands be required by the Landlord or the Sub-landlord, in their respective sole and unfettered discretion, the Landlord or the Sub-landlord reserves the right to terminate this lease on six (6) months' written notice to the Subtenant.

8. NOTICES

- (a) All written notices, consents and approvals permitted or required to be given pursuant to this Sublease shall be in writing and sufficiently given if mailed in Canada, registered and postage prepaid, or by email, addressed to the parties at:
- (i) In the case of the Subtenant, if personally served on or, if forwarded by registered mail, addressed to:

The Optimist Club of Oakville
1151 Bronte Road
Oakville, Ontario L6M 3L1
Attention: Rob Hewlett, President & Peter McLean, Treasurer

Email: rfgheiwlett@gmail.com

or to such other address as to the Subtenant may from time to time advise by notice in writing.

- (ii) In the case of the Sub-landlord, forwarded by registered mail, addressed to

The Regional Municipality of Halton Police Services Board
2485 North Service Road West
Oakville, Ontario L6M 3H8
Attention: Manager, Facility Services

P: 905-825-4747 x5106
Email: michael.mcmullen@haltonpolice.ca

or to such other address as the Sub-landlord may from time to time advise by notice in writing.

- (b) Any notice so given or made shall be deemed to have been given or made and received on the date of delivery or on the third business day following the date of mailing or on the day of transmission by email. Either party may give written notice pursuant to the terms of the sublease to change its address.

Intentionally Left Blank – Executions on Page 4.

The parties have hereto have caused this Agreement to be executed.

The Sub-landlord has executed this Sublease on the _____ day of _____, 202_.

THE REGIONAL MUNICIPALITY OF HALTON POLICE SERVICES BOARD

i HAVE AUTHORITY TO BIND THE BOARD.

The Subtenant has executed this Sublease on the _____ day of _____, 202_.

THE OPTIMIST CLUB OF OAKVILLE

Name:

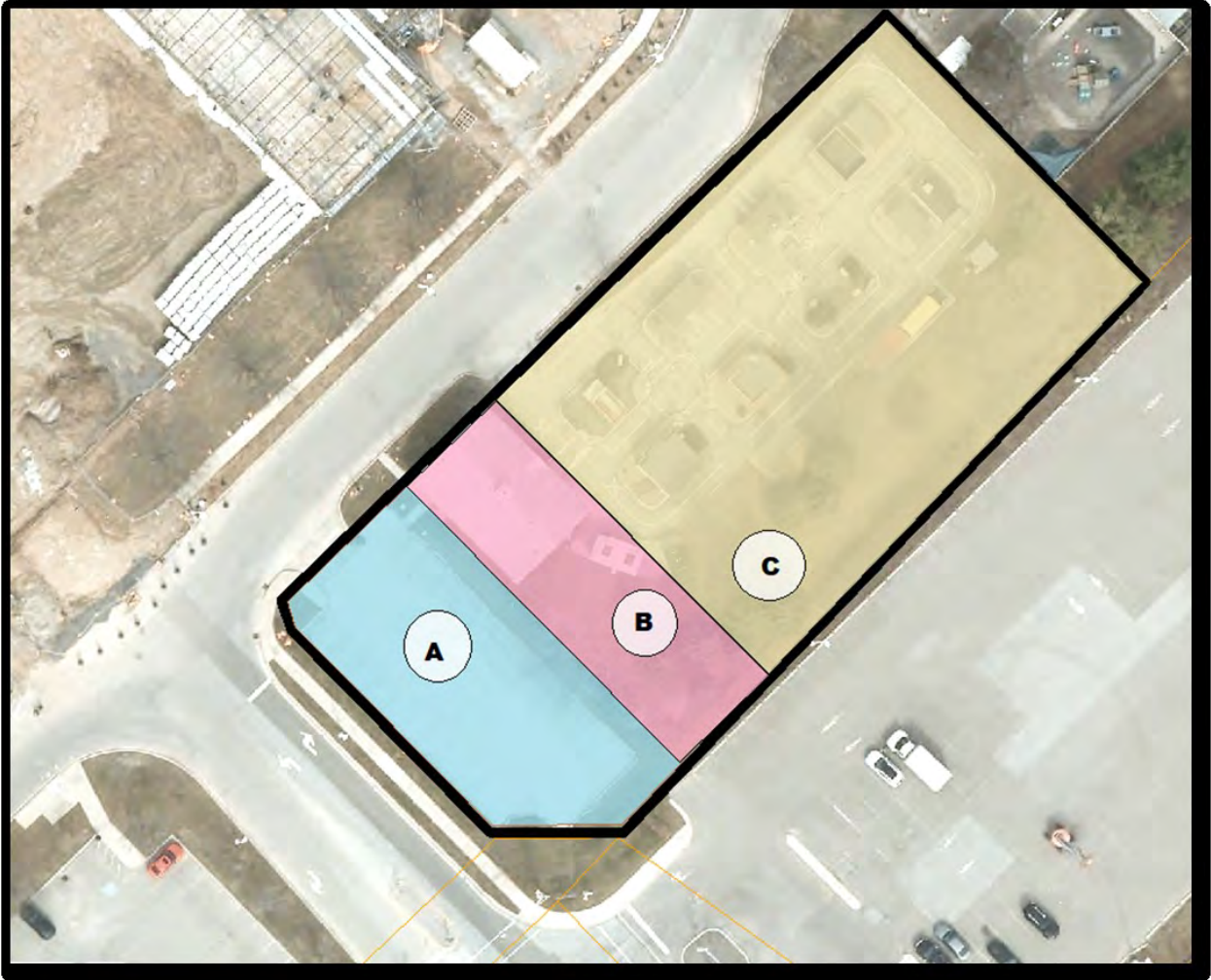
Title:

Name:

Title:

I/WE HAVE AUTHORITY TO BIND THE CORPORATION

Schedule "A"





Halton Regional Police Service Public Agenda Recommendation Report

To: Chair and Police Board Members

From: Chief Stephen J. Tanner

Subject: MOTOROLA SOLUTIONS – LIMITED TENDERING – POLICE MOBILE RADIOS

Report #: P23-12-R-05

Date: December 14, 2022

RECOMMENDATION:

"That the Halton Police Board authorize a Limited Tendering contract award with Motorola for the provision of mobile radios in the amount of \$116,306 (including tax)."

A handwritten signature in black ink, appearing to read "Stephen J. Tanner".

Stephen J. Tanner
Chief of Police

JR / PL

INTRODUCTION AND BACKGROUND:

In June of 2009, the Region of Halton issued a Request for Proposals for the P-25 Radio Project on behalf of the various agencies using the radio system within Halton. Motorola was the successful proponent and awarded the contract. Included within the award was a firm set of discounts for the various hardware. These discounts came to an end in October 2020. As such, staff request a limited tendering (single source) award to Motorola to procure the required equipment.

DISCUSSION / ANALYSIS:

Motorola radios and components have been the HRPS standard since the P25 project was completed and established. By way of the Regional RFP award to Motorola in 2009, all equipment and components since project launch have been acquired from Motorola.

At this time, additional P-25 hardware components such as mobile radios and routers are required for the police fleet vehicles which were approved in the 2024 capital budget.

ALTERNATIVES:

Issue a formal bid solicitation – this is not recommended as Motorola is our vendor for the P-25 Radio System's hardware and possible mixing of suppliers could result in warranty issues.

CONSULTATION:

Paul Lavergne, Director – Corporate Services
Shanley Southworth - Purchasing Services
Jody Ramsay, Manager – Fleet Services
(author)
Adam Woods, Manager - Information Technology
Ajay Mistry – Mobile Technologies

FINANCIAL / HUMAN RESOURCE / LEGAL ISSUES:

There are no material financial issues related to this request. Funds for the procurement of mobile radios are included in the Service's annual capital budget.

Halton Police Board - By-law Number 2020-5, TO GOVERN PROCUREMENT OF GOODS AND SERVICES BY THE HALTON REGIONAL POLICE SERVICE;

Definition: "*Limited Tendering means a source of a Goods and Service recommended under the provision of this By-law, the procurement of which is not subject to a competitive process, and where there is or may not be more than one source in the open market*"

Article 6 Bid Processing and Methods of Procurement

6.1 Chart; Limited Tendering (Single / Sole Source)

over \$100,000 requires the authority of the Halton Police Board

STRATEGIC MANAGEMENT ISSUES:

The approval of this request for ammunition aligns with the Service's **Strategic Plan 2020-2023**;

Theme 3 – Capability and Engagement***Goals:***

- 1. Ensure that all employees are well-trained and well-equipped, and that our commitment to the support of frontline services remains paramount.*



Halton Regional Police Service Public Agenda Recommendation Report

To: Chair and Board Members

From: Chief Stephen J. Tanner

Subject: UNINTERRUPTABLE POWER SUPPLY BATTERY REPLACEMENT AT HEADQUARTERS

Report #: P23-12-R-06

Date: December 14, 2023

RECOMMENDATION:

"That the Halton Police Board authorize the award of a limited tendering contract to Vertiv Canada ULC for the supply, installation and testing of replacement batteries for the uninterruptable power supplies at Headquarters, for an upset amount of \$235,000."

A handwritten signature in black ink, appearing to read "Stephen J. Tanner".

Stephen J. Tanner
Chief of Police

: PL / MM

INTRODUCTION AND BACKGROUND:

All critical computer power loads within Headquarters are reliant on the building installed uninterruptable power supplies (UPS). The critical computer loads are mainly comprised of the data centre equipment, inbuild telecommunications rooms and desktop computers. The UPS protects this critical computer equipment from electrical power interruptions so that the sensitive computer equipment receives constant power without the risk of power surges or spikes that could be associated with power loss.

Typical with UPS equipment is the need to replace the internal batteries every 4 to 5 years. The original UPS equipment installed in HQ has been operational for 5 years and preventative maintenance testing on the batteries has confirmed the need for the lifecycle replacement.

Vertiv Canada ULC (Vertiv) is the original equipment manufacture and original installer of both uninterruptable power supplies (UPS) that were provided in the construction of HQ facility and who the Service has been using to maintain this mission critical equipment since 2018.

DISCUSSION / ANALYSIS:

The two UPS units at HQ are designed as redundant units to one another to ensure maximum reliability to the critical computer infrastructure that they support. Electrical power interruptions to the data centre would have significant impact to the Service's operational capacity. As such the high reliability of the UPS units is imperative.

To mitigate risk, the Service has engaged the OEM services of Vertiv for all scheduled preventative maintenance of the HQ UPS units. As the original OEM, Vertiv provides qualified service technicians that have received training from factory certified technical instructors and have completed two years of structured on the job training. Additionally, Vertiv service technicians are also provided with the most current tooling and instrumentation to reliably perform maintenance on Vertiv UPS equipment.

ALTERNATIVES:

- Conduct a competitive procurement process for the UPS battery – Due to the risks identified, this is not a recommended alternative.

CONSULTATION:

- Deputy Chief Jeff Hill, Regional Operations
- Paul Lavergne, Director Corporate Services
- Mike McMullen, Manager Facilities Services (author)
- Adam Woods, Manager Information Technology

FINANCIAL / HUMAN RESOURCE / LEGAL ISSUES:

There are no material financial issues related to this request. Funds are included in the Service's capital budget (T6865A) for the lifecycle replacement of the UPS equipment.

STRATEGIC MANAGEMENT ISSUES:

The Recommendation is in support of the Halton Regional Police Service Strategic Plan 2020-2023:

Theme 3 - Capability and Engagement:

Goal 1: Ensure that all employees are well-trained and well-equipped, and that our commitment to the support of frontline services remains paramount.

Goal 3: Maximize the effectiveness and efficiency of the organization by:

- d. Ensuring the necessary police resources are available through accountable fiscal planning and sustainable funding;*



Halton Regional Police Service Public Agenda Recommendation Report

To: Chair and Police Board Members

From: Chief Stephen J. Tanner

Subject: AXON ENTERPRISE INC. – LIMITED TENDERING – TASER 7 LEASE PROGRAM

Report #: P23-12-R-014

Date: December 14, 2023

RECOMMENDATION:

“That the Halton Police Board authorize a Limited Tendering (single source) contract award with AXON Enterprise Inc. for the provision of TASER 7 conducted energy weapons in the amount of \$2,356,852.36 over 5 years.”

A handwritten signature in black ink, appearing to be "S. J. Tanner".

Stephen J. Tanner
Chief of Police

:TB

Attachments: TASER Conducted Energy Devices: 20 Years of Research & Usage Across the Globe

INTRODUCTION AND BACKGROUND:

Conducted energy weapons (CEW) have been a common tool used by the Halton Regional Police for several years. These devices are designed to safely and temporarily incapacitate subjects that pose a threat to officers, members of the community, or themselves. In Ontario, there is one authorized manufacturer for conducted energy weapons – AXON Enterprise Inc. AXON provides TASER conducted energy weapons and there are currently four (4) TASER Ministry-approved models in the Province. These models include the TASER X26 and TASER X26P, which were both early models that have previously been deployed in Halton. In 2015, expanded CEW deployment to frontline officers was achieved through the procurement of the TASER X2.

Since being available to the frontline, the TASER X2 has been utilized more than any other use of force response option with a high degree of effectiveness and has become an essential piece of equipment for each of our frontline members.

Early in 2023, AXON Enterprise Inc. announced that the TASER X2 would be phased out of production in the coming years, with production & support for the X2 winding down in 2024. X2

devices will no longer be sold as of March of 2024, with cartridge and battery sales ending by the end of 2029. Costs of TASER X2 units, along with the accessories required to operate the devices (batteries and cartridges) have increased significantly over the past two years and are expected to rise even more as the device nears its end-of-life.

With the impending phase-out of the TASER X2 device, the Service examined alternatives and conducted a cost analysis for conducted energy weapons and found that the TASER 7 is the only viable option. From this, there are two methods of procurement for the TASER 7: purchase and ownership of each device and related infrastructure, or entering into a lease agreement with AXON for the required devices.

After analysing both options, a 60-month TASER Program (lease) agreement is the most prudent and beneficial for the Service to ensure that the TASER 7 remains available for all frontline personnel, while enhancing training, and ensuring long-term flexibility.

DISCUSSION / ANALYSIS:

The frontline deployment of conducted energy weapons is a necessity in our current policing environment. It is the most widely used force option, and has great effectiveness through its simple presence at an incident – even when not deployed on a subject. The CEW is a vital tool in our incident response model as a means of resolving situations with as little force as necessary, while reducing the risk of injury to the subject and our officers.

The TASER 7 is a similar weapon to the TASER X2 in terms of its function and operation. TASER devices temporarily incapacitate subjects by creating and applying an electric circuit to the individual. This is accomplished through the deployment of wire-connected probes onto a subject, that are routed through the TASER device. When distanced apart on an individual, this circuit causes neuromuscular incapacitation (NMI) and allows officers to safely take control of the subject. The NMI effects on a subject are temporary and are limited to pain and rigidity to the muscular system. The TASER device, when deployed correctly, is effective regardless of a subject's tolerance to pain, level of impairment, or mental state. AXON has participated in, conducted, or has been subject of numerous studies related to the safety and effectiveness of TASER devices. In comparison with other use of force weapons, the TASER CEW is more effective and causes less injury to subjects and officers.

TASER conducted energy weapons have an expected useful life-span of 5 years. This has been relatively accurate for the arsenal of X2 devices that the HRPS has procured over the years. Similar to the TASER X2, TASER 7 contains two (2) cartridges that can deploy in short sequence if need be. The maximum range for the TASER 7 is also the same as the TASER X2 (25 feet) making the weapon a close-to-medium range option. AXON has developed the probes for the TASER 7 to fly straighter and with more force than the X2, which is a beneficial feature to penetrate through layered clothing, while also increasing accuracy. TASER 7 also provides dual-laser sighting which provides a visual indication as to where each probe will connect. This is an important feature when utilizing the different cartridges available; a stand-off cartridge, and a close-quarters option. The difference in these two cartridges is the degree of spread between the probes when deployed. The

close-quarters cartridge fires at a greater angle to effectively deploy cartridges to a subject that is in the immediate area of the operator, while the stand-off cartridge has a tighter angle, intended to be deployed from an intermediate range (up to 25 feet). Coupled with an enhanced laser sighting system, these two cartridge options would enhance the accuracy and situational effectiveness of the TASER. An additional benefit of the TASER 7 platform is the rechargeable battery docking system which removes one consumable item – when compared to the TASER X2 – and allows for simple data transfer and device accountability. Data from the TASER device is held in the battery pack, which is then connected to the dock when recharging, subsequently transferring the usage data into the AXON software: evidence.com. This information is visible to the individual users, the system administrators, and supervisors with Halton Police – allowing for greater transparency, accuracy and accountability. The transition training for the TASER 7 would consist of a single day scheduled into the standard in-service training schedule in Spring of 2024 and can be delivered by members of the Training Bureau.

The viability of the next iteration of TASER was also explored. While representatives from AXON did indicate that the TASER 10 was being used in several police agencies in the United States, they could not provide a prospective timeline for Ministry approval in Ontario. Should the TASER 10 device receive provincial approval, the TASER Program (lease) does allow for a simple transition between devices.

FINANCIAL / HUMAN RESOURCE / LEGAL ISSUES:

The end-of-life for the TASER X2, and the escalating costs of maintaining this weapon system required a cost analysis of CEW options and the short and long-term projected costs related to CEW usage in the future. With AXON ending sales of the TASER X2 in March of 2024, two options were explored in relation to the TASER 7.

Purchase Option

The option to purchase TASER 7 devices is available through AXON's Canadian distributor, MD Charlton. This option would fall in line with the current business practices utilized for the deployment and management of the TASER X2. Purchase and ownership of the devices would require the Training Bureau to procure and manage these devices and cartridges (training & operational). Replacing the existing 300 TASER X2 devices would require a one-time purchase of approximately \$965,700 (based on July 2023 pricing). In addition to the devices themselves, costs of TASER cartridges, docking stations, device warranties, and device replacement would be budgeted for during the annual budget cycle. Forecasted cost calculations for the purchase option, with conservative* year-over-year price increases, estimate the expenditure at \$2,375,927 over a 5-year term.

As was the case with the TASER X2, it is anticipated that costs related to the TASER 7 will escalate over the coming years, particularly with a new device (TASER 10) in the review process with the Ministry. In terms of asset worth, use of force weaponry does not hold any recoverable value as it typically can not be re-sold or re-purposed once it has been deployed.

** This forecast was made using a 3% year-over-year factor. This is a substantially lower estimate than the cost increases for the X2 and X2 cartridges over the past 5 years. From 2018 to 2022, the cost of a TASER X2 increased by 24%, with the cost of cartridges increasing 18.5% over this same period.*

TASER Program (Lease)

The TASER Program is offered through a 5 or 10-year agreement between AXON and the Service and business related to the program is conducted with AXON directly, as opposed to purchasing through AXON's Canadian distributor. The Program would provide the same pooled access and availability to TASER 7 for our operational members as is current with the TASER X2. The Program offers more than double the existing allotment of training cartridges as part of the agreement, along with unlimited operational cartridges and increased training support. These added training cartridges would greatly increase and enhance the training programming for our members. The Program also offers cost-certainty over the term of the agreement, along with a credit program for the existing TASER X2 inventory when transitioning from an ownership model. The credit from AXON provides a credit-value for the remaining value of an individual device. This is pro-rated by the remaining life expectancy of the device in months and applied to the cost of the TASER Program.

Factoring in the credit for the existing TASER X2 inventory, the Program cost would be less than the cost of purchase and ownership of the devices over a 5-year term. Although the cost alone is a benefit of the Program, the enhancement of CEW training, the flexibility to move to a new device in the future - coupled with an enhanced level of accountability measures & data tracking - determined that the TASER Program is the ideal and most responsible approach to maintain the CEW as a force option for the Service.

The TASER Program was included in preparation for the 2024 budget and the funds will be available to enter into this agreement in 2024 through 2028.

ALTERNATIVES:

AXON Enterprise Inc. is the sole supplier and manufacturer for conducted energy weapons in Ontario. There are no current or prospective alternatives to the TASER 7 product. AXON has indicated that there is a CEW in development, TASER 10, but this device is not authorized by the Ministry for use in Ontario.

CONSULTATION:

Superintendent Al Albano – Support Services
Inspector Cole Repta – Emergency Services
Inspector Trevor Bradley – Support Services – Recruiting & Training Bureau (author)
Paul Lavergne, Director – Corporate Services
Ken Kelertas, Director – Legal Services
Greg Kinnear, Manager – Finance Services
Adam Woods, Manager – Information Technology

Staff Sergeant Steve Siomra – Training Bureau
Staff Sergeant Dave Preece – Emergency Service
Shanley Southworth, Coordinator - Purchasing Services
Constable Kyle Gibson – Training Bureau
Constable Jeff Boss – Emergency Services

STRATEGIC MANAGEMENT ISSUES:

This recommendation report supports the following points within the Strategic Plan:

Theme 1 – Community Safety and Well-Being

*Goal 3: Demonstrate continued leadership in delivering our part of Halton’s Community Safety and Well-Being Plan — act on the key principles and embed the four cornerstones of the Plan in daily operations: **Incident Response, Risk Intervention, Prevention, and Social Development.***

Goal 4: Focus on the Service’s Community Safety and Well-Being Plan priorities and the key concerns of the community:

*d. Mental health and addiction, including upstream intervention — referrals and education, **crisis response and de-escalation.***


Theme 3 - Capability and Engagement:

Goal 1: Ensure that all employees are well-trained and well-equipped, and that our support to the frontline service remains paramount.

Goal 3: Maximize the effectiveness and efficiency of the organization by:
b. purposefully harnessing technology and maximizing innovation;

Theme 4 – Leadership and Excellence:

Goal 3: Be the leader in identifying and successfully implementing innovative policing practices — meet or exceed all provincially mandated requirements.

A close-up photograph of a TASER 7 and a FASTmag 300. The TASER 7 is a black and yellow handheld device with a strap. The FASTmag 300 is a black rectangular device with a circular opening and a strap. Both are resting on a dark, textured surface, possibly a uniform.

***TASER CONDUCTED
ENERGY DEVICES:
20 YEARS OF RESEARCH &
USAGE ACROSS THE GLOBE***

AXON PUBLIC SAFETY



CONTENTS

PAGE	TITLE
03	TASER CONDUCTED ENERGY DEVICES TODAY
04	GLOBAL ADOPTION
05	MEDICAL REPORTS SUMMARY ON SAFETY
06	EFFECTIVENESS AND SAFETY VS OTHER USES OF FORCE
07	CONTINUOUS INNOVATION

TASER CONDUCTED ENERGY DEVICES TODAY

Axon is relentlessly working toward our mission of making the bullet obsolete. A critical component of that journey is advancing the technology of our TASER conducted energy devices. Our TASER devices provide officers in the field with a less-lethal alternative to de-escalate, which has helped save over 237,000 lives across the globe.

TASER CEDs protect life. They are the most studied less-lethal use of force option available to officers today, with 800+ studies evaluating their safety and effectiveness. The conclusions of these studies are clear: public safety agencies and communities benefit from the implementation of TASER CEDs. They de-escalate intense situations and reduce the rate of injuries to civilians and officers — and as a result, agencies often save tax payer money and see a drop in worker's compensation claims after implementing TASER devices.



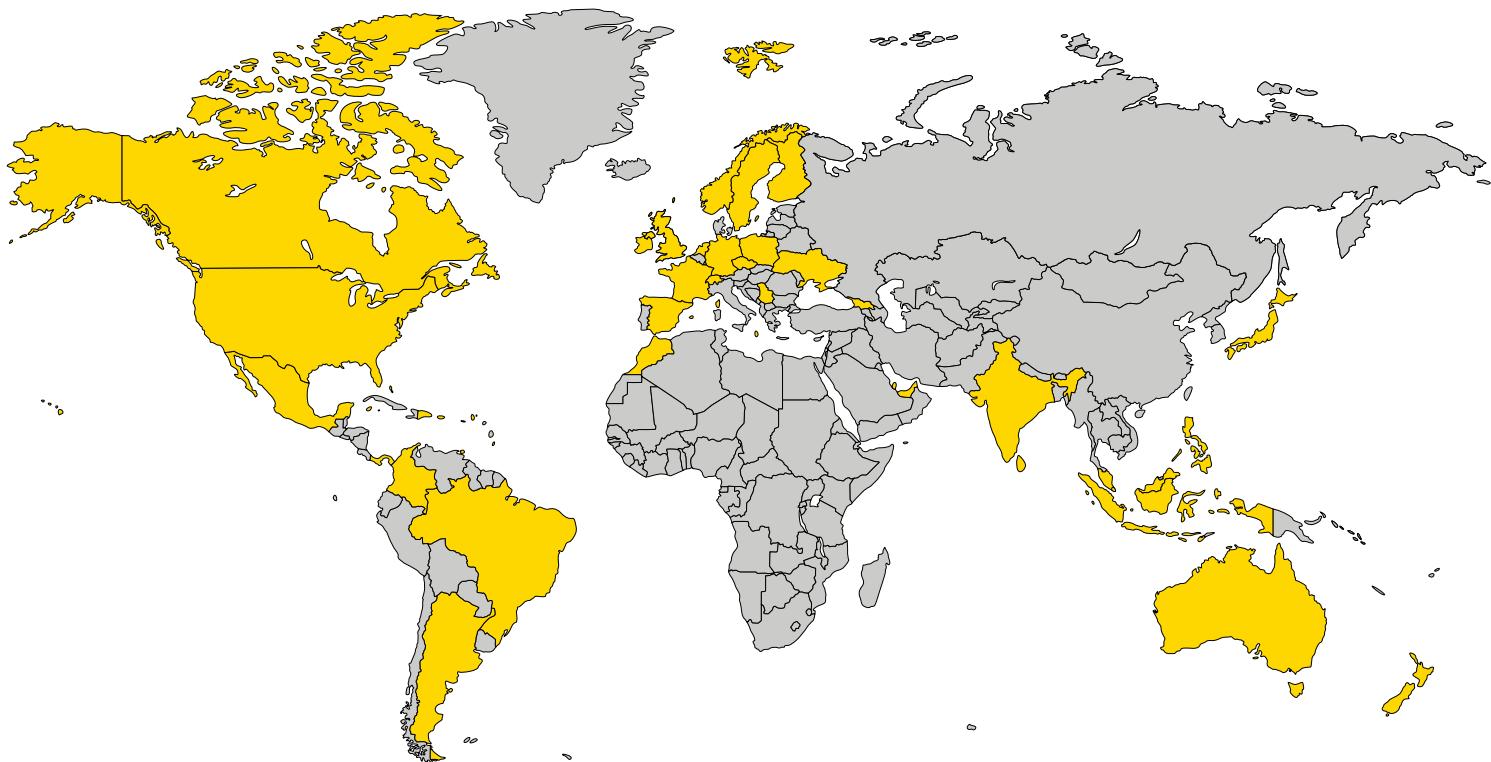
237,000
LIVES SAVED
across the globe

800+
STUDIES
evaluating
safety and
effectiveness.

GLOBAL ADOPTION

Agencies all over the world have been adopting TASER devices for the last 20 years and can attest to the life-saving value of the devices.

Currently **48 countries** have deployed TASER CEDs, not including forces in other countries who are currently trialing. Some of the largest CED deployments to date have been in the U.S., Canada, the United Kingdom, France and Australia.



MEDICAL REPORTS SUMMARY ON SAFETY

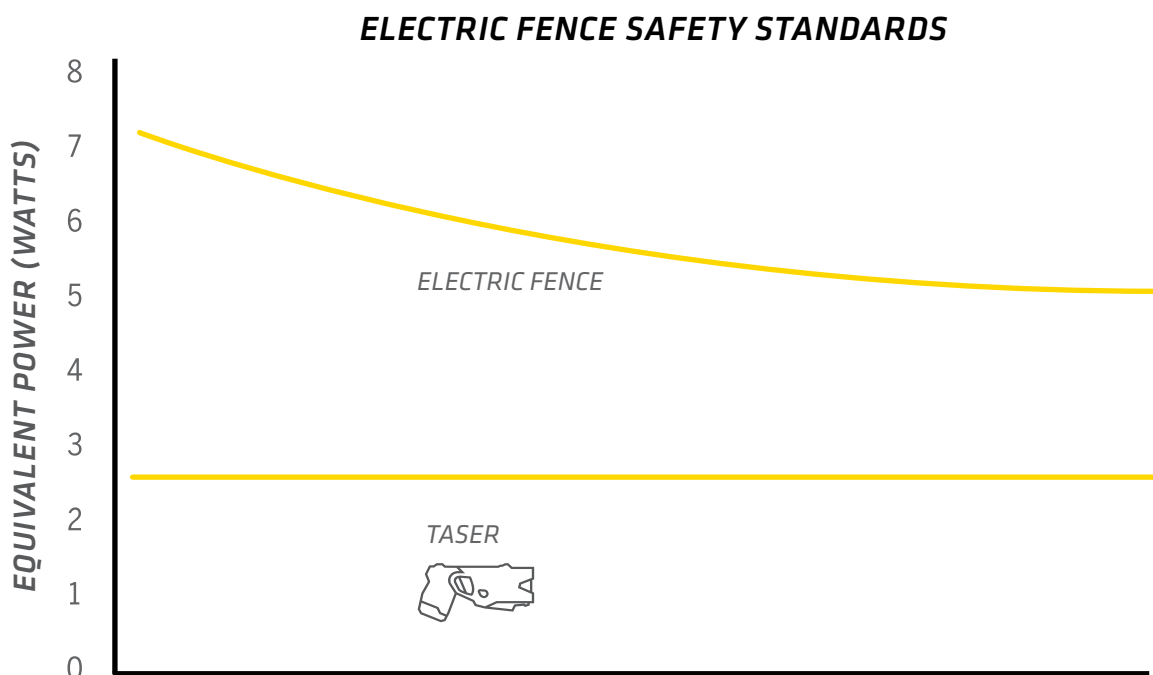
HOW SAFE ARE TASER DEVICES?

Medical experts from around the world have tested and reviewed TASER devices since their inception over 25 years ago. More than 800 reviews^[13] have affirmed the safety and life-saving value of TASER technology, making it the most scientifically vetted tool on an officer's belt. In this section, we will explore the validity of three common misconceptions of TASER devices.

COMMON MISCONCEPTIONS OF TASER DEVICES

ELECTROCUTION/ CARDIAC RISKS

TASER devices meet all electrical safety standards and to date there has not been a single confirmed electrocution incident resulting from the use of a TASER device^[1] nor is there even a reasonable explanation as to why TASER CEDs would electrocute a suspect^[2]. When compared with an electric fence, the electric shock from a TASER device is approximately 11 times less charge^[5].



Regarding the topic of cardiac risks, epidemiological studies have shown that TASER device chest exposure in the field does not induce cardiac arrest [3]. A separate study of 1,201 TASER uses in the field found that only 15% had probe placements across the heart, and that “None of these cases, transcadiac or otherwise, produced immediately fatal dysrhythmias” [4]. Media outlets tend to attribute the death of individuals to the TASER CED based on the simple fact that it was used at some point during the interaction with the subject who later died, even though the death was caused by some other factor such as other uses of force, drugs or a pre-existing heart condition.

INJURIES

When it comes to injuries, three separate reports out of the UK and US found that a TASER device was the use of force least likely to result in significant suspect injury [6,7,8]. One report looked at TASER device usage in the United Kingdom using a number of data sets, including a study of 60,000 uses of force across 20 police agencies and estimated that other use of force methods, on average, are between 1 to 5 times more likely to result in suspect and officer injury[6]. A US DOJ funded study by the Wake Forest University Baptist Medical Center concluded that 99.75% of 1,201 field uses of TASER devices in a wide range of drug and alcohol influences, ages, and race resulted in no significant injuries, demonstrating that the TASER device is the safest intermediate use-of-force option for police[9].

99.75%
OF 1201 USES

resulted in no significant injuries, demonstrating that the TASER device is the safest intermediate use-of-force option for police

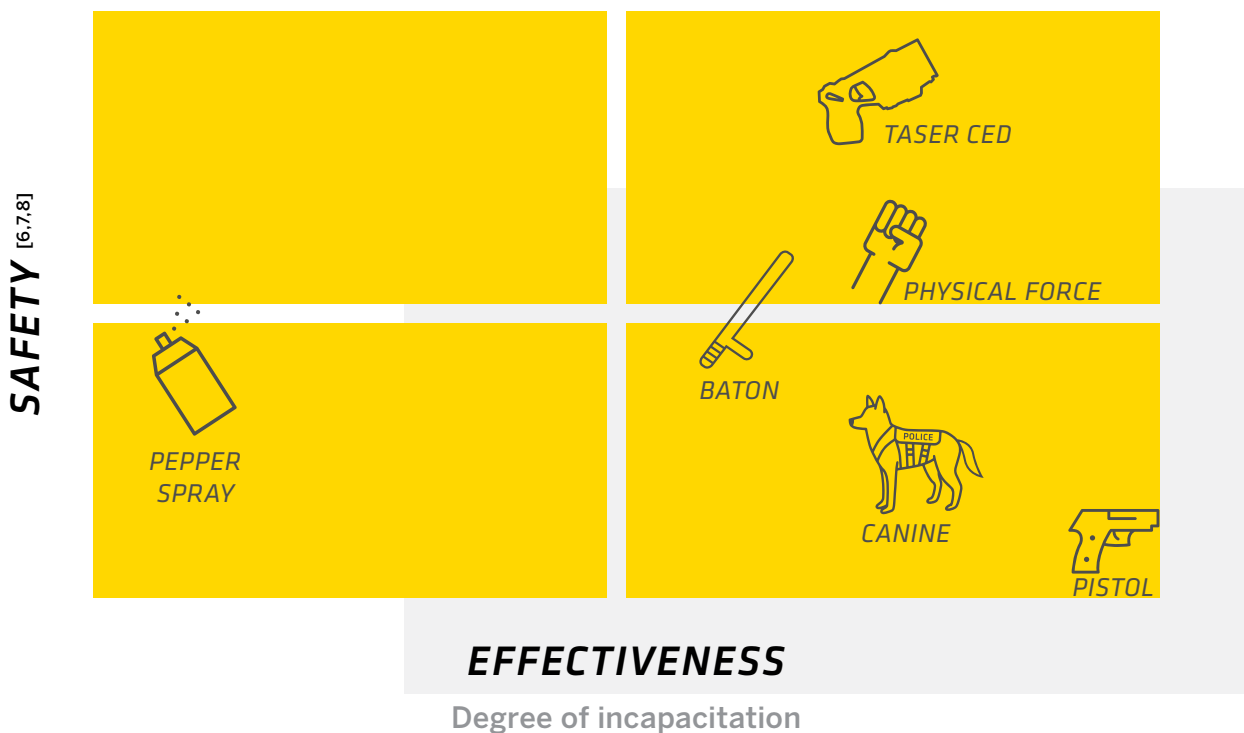


EFFECTIVENESS AND SAFETY VS OTHER USES OF FORCE

TASER devices are the use of force least likely to result in suspect or officer injury. CEDs de-escalate situations on average 82% of the time, with a range of steps from verbal warnings to visual alerts and puts distance between officers and suspects. [6,11]

In situations where an officer needs to deploy their TASER device (18% of the time), studies have shown that CEDs are highly effective when it comes to degree of incapacitation with the rate of injury still being extremely low for the suspect compared to other use of force methods.

RATE OF USE OF FORCE INJURIES



According to the 2019 annual report from the General Inspection of the Police National in France “the TASER device, a weapon of intermediate force, proved to be sufficiently dissuasive, making it possible to avoid the use of physical force and thus reducing the number of injuries inflicted on police officers and suspects. It has proven to be an effective substitute for other weapons or intervention techniques. IGPN concludes that its development could constitute a relevant alternative to neutralize an individual while remaining at a distance.” [12]

Three separate reports out of the UK and US determined that the use of force least likely to result in significant suspect injury is a TASER device.

STUDY	NATIONAL POLICE CHIEFS COUNCIL UK (2020) ⁽⁶⁾		WAKE FOREST UNIVERSITY (2018) ⁽⁷⁾	US DEPARTMENT OF JUSTICE (2011) ⁽⁸⁾	
	Country: UK Year: 2020 Study Overview: 60,000 uses of force across 20 police agencies		Country: USA Year: 2018 Study Overview: In reviewing 1.04 million calls for service received by three mid-size police departments in three states over a two-year period, the researchers found 893 use-of-force incidents	Country: USA Year: 2011 Study Overview: National survey of over 500 agencies in the US participated in the study.	
Use of force	Odds of officer getting injured in UK (likelihood vs TASER device)	Odds of suspect getting injured in UK (likelihood vs TASER device)	Increased likelihood of injury (officer or suspect) vs CED	Increased likelihood of officer injury	Increased likelihood of suspect injury
Unarmed physical force	1.51 (37X)	1.08 (1.4X)	0.34 - 2X MORE LIKELY	3X	0.5X
CED	0.4 (-)	0.74 (-)	-	0-68% DECREASE	48-70% DECREASE
Chemical (Pepper Spray)	2.03 (5x)	1.67 (2.26X)	0-5.5 X MORE LIKELY	21-39% INCREASE	65-70% DECREASE
Canine (Police Dogs)	0.52 (1.3X)	3.53 (4.77X)	4.6-25 X MORE LIKELY	N/A	4X INCREASE
Impact weapons batons	1.17 (2.9X)	1.21 (1.6X)	0-40 X MORE LIKELY	N/A	N/A
Firearm	0.05 (-8X)	0.11 (6.7 X LESS)	29.6-100 X MORE LIKELY	-	One datapoint RichlandSheriff's County aiming a gun at a suspect reduced injury odds by more than 80 percent

Compared to the use of a baton or pepper spray, the CED offers a more effective and safer possibility of temporarily incapacitating and finally arresting resisting suspects from a certain distance with less risk of injury.^[10]

**Wolfgang Bosbach, Chairman of the Government Commission
"More security for North Westphalia, Germany"**

As stated by Superintendent, Chris Scahill, National Manager of Police Response and Operation of New Zealand: "TASER undoubtedly provides safer outcomes for police, the public – and the subject."

CONTINUOUS INNOVATION

At Axon, we believe that front-line police officers deserve equipment that not only protects them, but the public too.

With over 20 years of TASER device research and global deployments comes continuous innovation and the launch of our most effective CED to date, the TASER 7. We listen to our customers, and we never stop improving our technology in an effort to achieve our mission of developing a less-lethal device that can outperform a firearm. Our mission is to protect life — and we won't stop until the bullet is obsolete.



REFERENCES

1. Kunz SN, Calkins H, Adamec J, Kroll MW. June 28, 2018. 'Cardiac and skeletal muscle effects of electrical weapons: a review of human and animal studies', Forensic Science, Medicine and Pathology. <https://doi.org/10.1007/s12024-018-9997-3>.
2. Kroll MW, Luceri RM, Lakireddy D, Calkins H. Dec 31, 2015. 'Do TASER electrical weapons actually electrocute?', Canadian Journal of Cardiology, vol. 32, no. 10, p. 1261.E11. [https://www.onlinecjc.ca/article/S0828-282X\(15\)01701-8/fulltext](https://www.onlinecjc.ca/article/S0828-282X(15)01701-8/fulltext)
3. White MD, Reday J, Dawes DM, et al. Aug 28, 2012. 'An incident-level profile of TASER device deployments in arrest-related deaths', Police Quarterly, vol. 16, no. 1, pp. 85-112. <https://journals.sagepub.com/doi/10.1177/1098611112457358>
4. Bozeman W, Teacher E, Winslow J. June 6, 2012. 'Transcardiac conducted electrical weapon (TASER) probe deployments: incidence and outcomes', The Journal of Emergency Medicine, vol. 43, no. 6, pp. 970-5. <https://www.jem-journal.com/article/S0736-4679%2812%2900422-2/abstract>
5. (08/2015 Kroll) Kroll, M.W., Perkins, P.E., Panescu, D. Electric Fence Standards Comport with Human Data and AC Limits, Conf Proc IEEE Eng Med Biol Soc, 2015, 37, pp. 1343-1348.
6. Richard Stevenson, Ian Drummond-Smith 'Medical Implications of Conducted Energy Devices in Law Enforcement' Journal of Forensic and Legal Medicine, Volume 73, July 2020, 101948
7. Bozeman WP, Stopyra JP, Klinger DA, et al. Injuries associated with police use of force. The Journal of Trauma and Acute Care Surgery. 2018 Mar;84(3):466-472. DOI: 10.1097/ta.0000000000001783.
8. Alpert G. Police Use of Force, Tasers and Other Less-Lethal Weapon. National Institute of Justice. May 2011.
9. Study of deaths following electro muscular disruption: Interim report MB Mukasey, JL Sedgwick, DW Hagy, N David... - 2008 – Citeseer, CiteSeerX - Document Details (Isaac Council, Lee Giles, Pradeep Teregowda): www.ojp.usdoj.gov/nij (<http://www.ojp.usdoj.gov/nij>) ?
10. Source: Wolfgang Bosbach, Chairman of the Government Commission "More Security for North Rhine-Westphalia, Germany" public statement, (<https://www.land.nrw/de/pressemitteilung/regierungskommission-legt-abschlussbericht-vor-mehr-als-150-empfehlungen-zur>) full report (https://www.land.nrw/sites/default/files/asset/document/abschlussbericht_1.pdf)
a. Year, Country: 2020, Germany
11. RHINELAND-PALATINATE Taser pilot study in partnership with the University of Trier
12. Rapport Annuel de L'Inspection Générale de la Police Nationale de 2019 (<https://www.interieur.gouv.fr/Publications/Rapports-de-l-IGPN/Rapport-annuel-d-activite-de-l-IGPN-2019>)
13. Conducted Energy Weapon Research Index: https://axon.cdn.prismic.io/axon%2F662254c9-6a7f-4de4-b254-c6b46075e22b_2019--03-20+cew+index.pdf



*FOR MORE INFORMATION,
VISIT **TASER 7***



Action Registry – Public Section

Motion Date	Motion ID	Motion	Task Assigned To	Scheduled Completion	Status/Comments
30 Jun 2022	4.2	<i>THAT an updated [HR] policy be brought back for future consideration by the Board including language regarding reporting internal harassment cases and their disposition.</i>	CGO	TBD 2024	
27 Apr 2023	3.2	<i>THAT the Halton Police Board direct the Chief Governance Officer to prepare a report prior to the end of 2023 on an independent quality assurance audit of Service, quality assurance and audit policies, to be conducted on behalf of and reported directly to the Board.</i>	CGO	Dec 2024	
27 Apr 2023	3.3	<i>THAT the Service provide a presentation to the Board on the recruiting process and current status.</i>	Chief	March 2024	
2 Jun 2023	3.1	<i>“THAT the Service report back to the Board on changes made and a detailed implementation plan with specificity on actions and timelines on the proposed recommendations made by Dr. Perry within six (6) months, and further,</i>	Chief	March 2024	



Motion Date	Motion ID	Motion	Task Assigned To	Scheduled Completion	Status/Comments
		<p><i>THAT the Board request that Dr. Perry return to the Service to determine the effectiveness of the implementation, and</i></p> <p><i>THAT the Service be directed to include an EDI report card as part of its performance reporting.”</i></p>		March 2024	
6 Oct 2023	N/A	<p><i>Requested reporting from Budget Workshop:</i></p> <ul style="list-style-type: none"> · <i>Trend in number of HRPS employees on long-term disability</i> · <i>Status and positioning of reserves and deployment against proposed budget</i> · <i>Impact of changes in provincial funding and grants</i> · <i>A report to the Board including relevant policy on deployment of body-worn cameras</i> 	Chief	TBD	Request to be formalized via motion or deleted