



Staff Report

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Report To:	Planning and Development Committee		
Date of Meeting:	April 26, 2021	Report Number:	PDS-026-21
Submitted By:	Ryan Windle, Director of Planning and Development Services Andrew C.		
Reviewed By:	Allison, CAO	Resolution#:	PD-143-21, C-169-21
File Number:	PLN 13.1	By-law Number:	
Report Subject:	Lease with Lakeridge Health for a Temporary Air Ambulance Heliport		

Recommendations:

1. That PDS-026-21 be received;
2. That the Mayor and Municipal Clerk be authorized to execute a Lease Agreement between the Municipality of Clarington and Lakeridge Health substantially on the terms set out in Attachment 2; and
3. That all interested parties listed in Report PDS-026-21 and any delegations be advised of Council's decision.

This report recommends that Mayor and Municipal Clerk be authorized to execute a Lease Agreement between the Municipality of Clarington and Lakeridge Health for an air ambulance heliport located at 1150 Haines Street in Bowmanville.

1. Background

- 1.1 In September 2018, the helipad at the Bowmanville Hospital ceased operations due to safety concerns. Since that time, staff have been working with representatives from Lakeridge Health on securing a temporary site to accommodate emergency air transportation until a permanent rooftop helipad is completed as part of the Bowmanville Hospital redevelopment plan.
- 1.2 In January 2021, the Ministry of Health announced funding to move forward with the development of a temporary helipad at 1150 Haines Street, just south the Bowmanville Cemetery on lands owned by the Municipality of Clarington. The Ministry will fund 80% of the heliport, the remaining is being funded by the Bowmanville Hospital Foundation.
- 1.3 Transport Canada has jurisdiction over aviation in Canada and regulates airport and heliport design and operation through the Canadian Aviation Regulations. Approvals are required from Transport Canada for the heliport.

2. Public Consultation

- 2.1 Transport Canada requires proof that the applicant has consulted with the local government authority. As part of the consultation process Lakeridge Health posted a sign on the site and notice was given to all landowners within 500 metres of the subject lands. The consultation process commenced on March 16 and concluded on April 5, 2021. No feedback was received by email or phone by any members of the public or stakeholders. The Public Consultation Summary Report prepared by SNC Lavalin forms Attachment 1 to this report.

3. Obligations of the Lease

- 3.1 The lease is similar to standard lease arrangements the Municipality has with other entities. See Attachment 2.
- 3.2 The Municipality of Clarington is leasing the lands for 10 years, for an annual sum of \$1.00.
- 3.3 Lakeridge Health is exempt from the municipal portion of the property taxes for the site.
- 3.4 Prior to making any improvements for the heliport, Lakeridge must submit a site plan which generally includes vehicular access and circulation, parking areas, snow storage, lighting, grading and drainage, and signage. Lakeridge Health will be responsible for obtaining permits from the Central Lake Ontario Conservation Authority.

- 3.5 Once the heliport is no longer required, Lakeridge Health will be responsible for removal of all works associated with the heliport it has installed and shall restore the lands to the state they were in before the heliport improvements were made.
- 3.6 The southerly expansion of the Bowmanville Cemetery lands was approved in the 2020 budget for detailed site design and construction at a cost of \$1,325,000. The expansion includes an increase in the number of cemetery lands for additional plots, internal access roads, trails and landscaping. The works yard and existing Quonset hut will be relocated to the south end of the site with appropriate screening.
- 3.7 As part of the expansion plan, a pedestrian trail is planned through the site. The trail will align with the existing trail on the east side of Haines Street recently completed by Toyota. Toyota has committed additional funds to install the trail on the west side of Haines Street which will connect across the creek to Soper Creek Park. The area of the helipad is situated on the permanent trail alignment of the trail. To accommodate the heliport, Staff agreed to a temporary trail alignment. Lakeridge Health has agreed to pay for a portion of the temporary trail at an upset limit of \$20,000.00.

4. Concurrence

- 4.1 This report has been reviewed by the Director of Public Works, the Director of Emergency and Fire Services and Director of Legislative Services who concur with the recommendations.

5. Recommendation

The temporary helipad situated at 1150 Haines Street is a temporary location while a permanent helipad will be part of the future Bowmanville Hospital expansion. It is respectfully recommended that the Mayor and Clerk be authorized to execute a Lease Agreement between the Municipality of Clarington and Lakeridge Health substantially on the terms set out in Attachment 2.

Staff Contact: Cynthia Strike, Manager of Development Review, 905-623-3379 extension 2410 or cstrike@clarington.net.

Attachments:

Attachment 1 - Bowmanville Hospital Temporary Heliport Public Consultation Summary Report- Final, April 12, 2021

Attachment 2 - Lease Agreement

Interested Parties:

Mark Murphy, Lakeridge Health

Richard Csanadi, Lakeridge Health



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Bowmanville Hospital Temporary Heliport

Public Consultation Summary Report – Final

Lakeridge Health

[Ref. 680126-31MB-0004-01_Consult_Summ_Report](#)

12 April 2021

Document history

Revision	Purpose description	Origin-ated	Checked	Reviewed	Author-ised	Date
Rev 1.0	Draft for review	SN	MC	MC	MC	9 April 2021
Rev 2.0	Final	MC	CS/SS	MC	RC	12 April 2021

Table of Contents

1.	Introduction	1
2.	Framework and Approach	1
2.1.	Regulatory Framework	1
2.2.	Approach Adopted by Lakeridge Health	1
3.	Consultation Activities	1
3.1.	Formal Notification to Interested Parties	2
3.2.	Public Notification on the Proposed Temporary Helipad Site	4
3.3.	Media Communications	4
4.	Stakeholder and Public Feedback	4
5.	Anticipated Project Implementation	5

Appendix A: Lakeridge Health Bowmanville Heliport – Haines Street Greenfield Site
Proposed Public Consultation Process

Appendix B: Roll-out Plan

Appendix C: Lakeridge Health Leadership Forum Memo (12 March 2021)

Appendix D: Newsletter Mail-out to Adjacent Land Owners

Appendix E: Temporary Helipad Information Webpage

Appendix F: Online Press Coverage

1. Introduction

Lakeridge Health is developing a temporary helipad on a site located on the west side of Haines Street, immediately south of the Bowmanville Cemetery, to support emergency air transportation to and from the Bowmanville Hospital. This site is owned by the Municipality of Clarington and has been approved by the Ministry of Health. The temporary helipad will operate on this site until a permanent roof-top helipad is completed as part of the Bowmanville Hospital redevelopment plan.

As part of the design process and to support certification of the helipad by Transport Canada, Lakeridge Health implemented a public consultation program to garner commentary and/or address community concerns relating to the location and operation of the facility. This document provides a summary of this program and its findings.

2. Framework and Approach

2.1. Regulatory Framework

Transport Canada holds jurisdiction over aviation in Canada and regulates airport and heliport design and operations through the Canadian Aviation Regulations (CARs). Consultations for existing and proposed aerodrome work are addressed in CAR 307 where details are given regarding applicable aerodromes, interested parties, notices and signage and the summary report submitted to the Minister. CAR 307.02(d) excludes aerodromes, including heliports, that are used primarily for helicopter operations, from the consultation process as defined in CAR 307.

Heliport related standards are further detailed in CAR 305 and *Standard 325 – Heliport Standards*. Application and issuance of a heliport certificate, addressed in CAR 305.08(1)(d), requires submission of proof to the Minister that the applicant has consulted with the local government authority relating to the proposed heliport and adjacent land in accordance with the requirements of the applicable heliport standard. Although heliports are excluded from the consultation process defined in CAR 307, compliance with CAR 305.08(1)(d) still requires proof of consultation with local government. Following discussion with the local Transport Canada civil aviation inspector, it was agreed that a letter from the Municipality of Clarington confirming completion of a consultation, was sufficient proof.

2.2. Approach Adopted by Lakeridge Health

To inform the Municipality of Clarington's support for the Haines Street heliport project, Lakeridge Health engaged SNC-Lavalin to develop a suitable consultation program. The ensuing program was inspired on applicable practices outlined in CAR 307. More detail on this framework is provided Appendix A.

3. Consultation Activities

The methodology outlined in CAR 307 for aerodrome projects involves three core public notification activities. To seek public input and commentary on the Bowmanville Hospital Temporary Heliport project, three core public notification activities were implemented:

- Formal notification to interested parties;
- Public notification on the proposed temporary helipad site; and
- Media communications.

A 32-day public input period was established to collect commentary and/or questions from the general public. A copy of the roll-out plan is provided in Appendix B.

Key milestones of the consultation program are highlighted in the table below.

Date	Action
8-12 Feb 2021	Finalization of Stakeholder List and Contact Leads
8 Feb – 10 Mar 2021	Consultation Material Development
Feb 10 – 12 Mar 2021	Lakeridge Health and Government Stakeholders Notifications
11 Mar 2021	Adjacent Land Owner Notification Mail-out
11 Mar 2021	On-site Public Notice Signage Installation
11 Mar – 5 Apr 2021	Public Comment Period (32 Days)

Note that prior to initiation of these activities, key stakeholders and the general public had been informed at various stages of the Bowmanville Hospital redevelopment project and of the need to develop a temporary helipad on the Haines Street site.

3.1. Formal Notification to Interested Parties

Lakeridge Health and Government Stakeholders

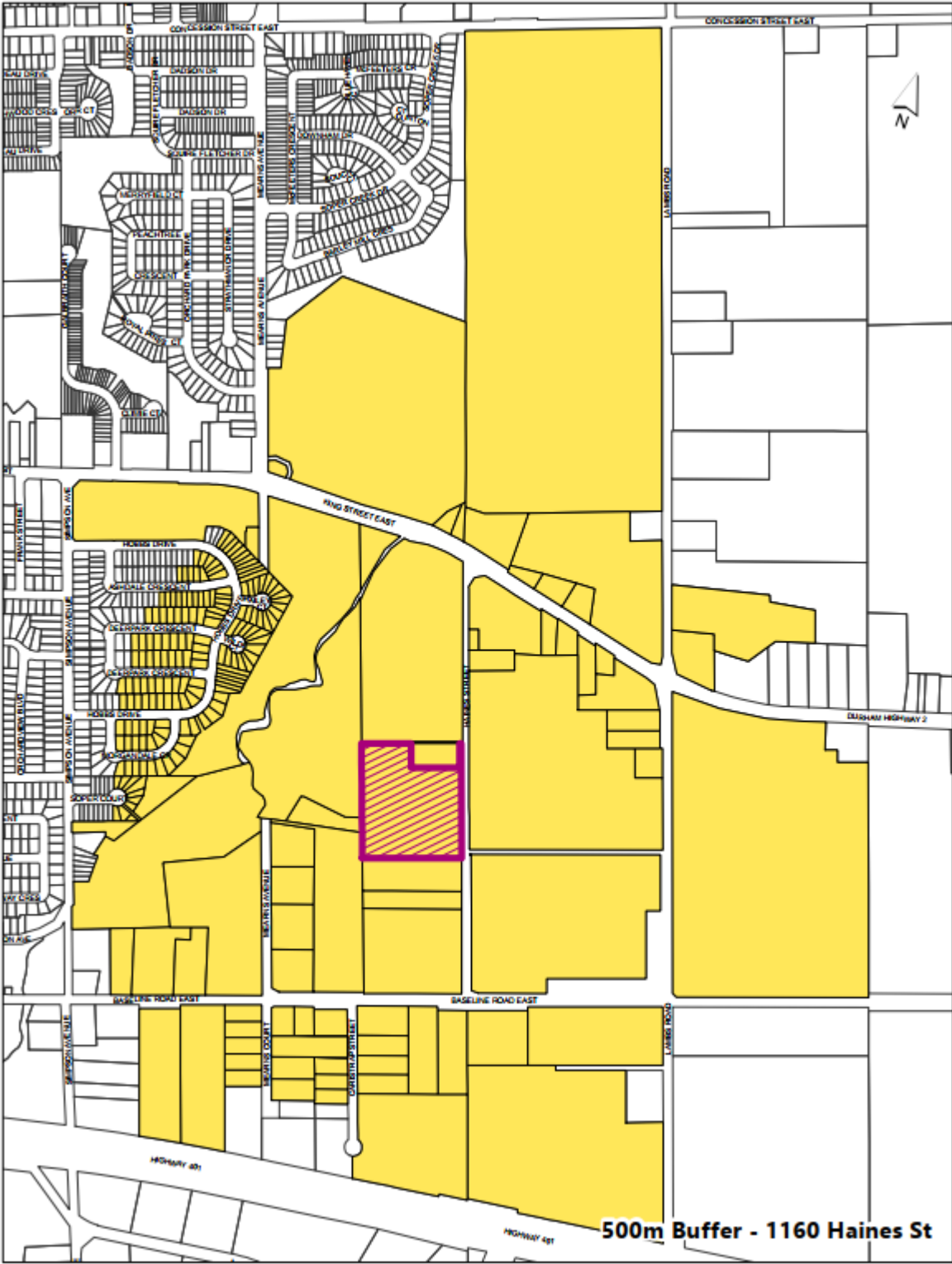
Between 20 February and 12 March 2021, formal notifications were sent to Lakeridge Health and Government Stakeholders as outlined in the table below.

Stakeholder	Notification
Lakeridge Health Board	CEO report - February
Lakeridge Health Senior Management Team	Briefing - January
Lakeridge Health Senior Staff/Physicians	Leadership Forum Memo – See Appendix C
Bowmanville Hospital Staff/Physicians	Leadership Forum Memo – See Appendix C
Bowmanville Foundation	Internal Memo
Clarington Mayor and Town Council	Engagement materials in advance via Planning Department
MPP Parks	Advance briefing via LH Communications Staff
MP O’Toole	Advance briefing via LH Communications Staff

Adjacent Land Owners

On 11 March 2021, Land Owners located within a 500m radius of the temporary helipad site were contacted by newsletter mailout. The letter included a summary description of the heliport site, timeline for construction and start of operation, operator information and methods to provide written feedback (email or phone). Land owners were asked to provide commentary or input by 5 April 2021. A copy of the newsletter is provided in Appendix D.

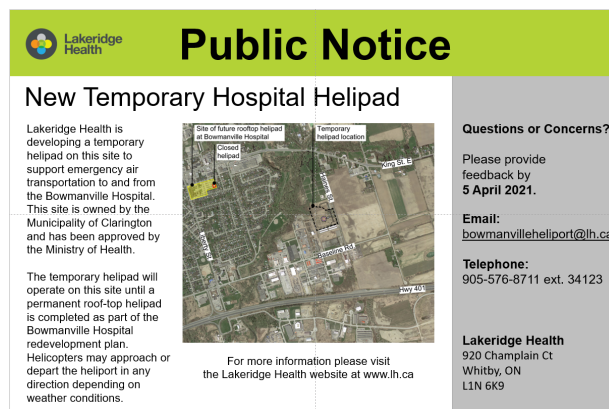
The areas highlighted in yellow in the map on the following page indicate that locations of the notified land owners.



Locations of Notified Land Owners

3.2. Public Notification on the Proposed Temporary Helipad Site

Public signage was erected on the Haines Street site on 11 March 2021 to inform the general public of Lakeridge Health’s plans to develop the temporary helipad. The signage contained a summary description of the helipad project and future operations, operator information and methods to provide written feedback (email or phone). Commentary or input was requested by 5 April 2021.



Site Notification Signage

3.3. Media Communications

Webpage

A webpage was set up in Lakeridge Health’s website at the following URL:

https://www.lakeridgehealth.on.ca/en/aboutus/bow_community_update.asp

The webpage contains similar information to that of the Land Owner mail-out and was still active at the time this summary report was prepared. A copy of the webpage can be found in Appendix E.

Online Press

Two articles appeared in local online news publications:

- Durham Radio News (16 March 2021) – *“Temporary helipad coming to Bowmanville after air ambulance service to hospital halted”*
- The Star / Local: News / Clarington This Week (25 March 2021) – *“Late 2021 lift off for Bowmanville hospital temporary helipad”*

Copies of both articles are provided in Appendix F.

4. Stakeholder and Public Feedback

No feedback was received by email or phone from stakeholders and residents during the 32-day consultation period that extended from 11 March to 5 April 2021.

5. Anticipated Project Implementation

Tendering for construction activities is being planned to occur in May 2021, with construction scheduled to commence in June 2021. Subject to construction completion and Transport Canada certification timelines, the temporary heliport is anticipated to commence operations in late October 2021.

Appendix A: Lakeridge Health Bowmanville Heliport – Haines Street Greenfield Site Proposed Public Consultation Process



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Lakeridge Health Bowmanville Heliport – Haines Street Greenfield Site Proposed Public Consultation Process

November 6, 2018

Prepared For: Lakeridge Health



1. Overview

The following document provides an outline of the proposed public consultation process for the *Lakeridge Health Bowmanville Heliport – Haines Street Greenfield Site*, in the Municipality of Clarington.

To provide clarity regarding consultation for development work undertaken at certified and non-certified aerodromes, Transport Canada Aerodrome issued *Canadian Aviation Regulation 307 – Aerodromes – Consultations (CAR 307)* in November 2017. Aerodrome work is defined in the Regulation as “work, other than work necessary to comply with a new requirement imposed by or under the Aeronautics Act, carried out for any of the following purposes:

- (a) building a new aerodrome; or
- (b) at an existing aerodrome,
 - (i) building a new runway for aeroplanes, or
 - (ii) increasing the length of an existing runway for aeroplanes by 100 m or by 10%, whichever is greater.”

The Regulation also provides minimum expectations for how the consultation should be conducted, including timelines, who to notify and under what circumstances. CAR 307 does not apply however to heliports.

To support Transport Canada’s certification of the proposed *Lakeridge Health Bowmanville Heliport – Haines Street Greenfield Site* and to address requirements for suitable public consultation from the Municipality of Clarington, Lakeridge Health and its consultant (“the Consultant” or “SNC-Lavalin”) propose implementing applicable elements of CAR 307 in the approvals exercise.

2. The Consultation Process

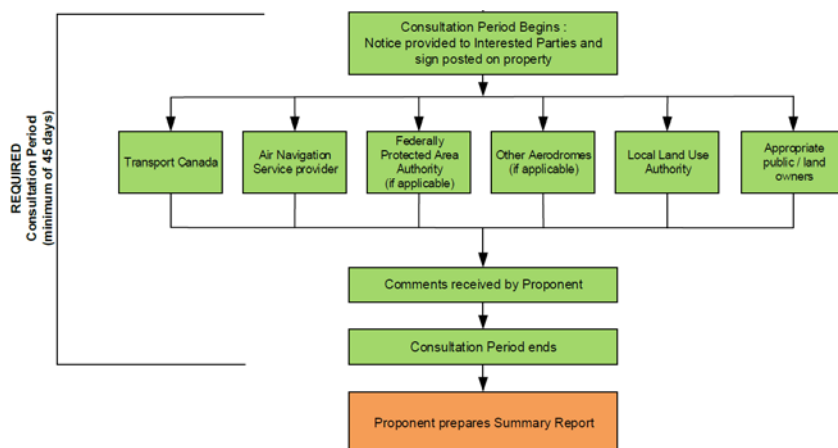
The methodology outlined in CAR 307 includes the following.

2.1 Pre-Consultation Contact with Interested Parties

Although not required in the Regulation, an industry best practice is to pre-consult with key stakeholders during the planning and development stage is recommended. Pre-consultation with Transport Canada and the Municipality of Clarington was conducted during development of the *Feasibility Study – Surface Level Heliport at Haines Street Site*.

2.2 Consultation

CAR 307 identifies a 45-day consultation with Interested Parties. The process is outlined on the following page.



2.2.1 Interested Parties

At the start of the 45-days consultation period, a formal notice will be provided to applicable Interested Parties as per the specifications below:

Transport Canada – Transport Canada will be notified in writing of the start of the consultation process.

Air Navigation Service Providers (NAV Canada) – Does not require notification as the heliport development falls within the Class G Aerospace category.

Federally Protected Area Authority – Not applicable. There are no Federally Protected Areas within the area of the proposed heliport.

Other Aerodromes – Not Applicable. There are no other Aerodromes within the vicinity of the proposed heliport.

Local Land Use Authority – The Municipality of Clarington will be formally notified of the intent to start of the consultation process, its duration, the Land Owners to be formally notified and the content of the formal Notification to Land Owners.

Appropriate Public/Land Owner – SNC-Lavalin proposes adopting standard radius for municipal Notification of Development or bylaw variances. The Municipality of Clarington currently notifies Land Owners within 120m of a development site within an urban boundary and 300m in rural areas. A preliminary review of the surroundings of the proposed Haines Street site indicates two residential and a number of industrial properties are within a 500m radius. The latter is the consultation radius the consultant is recommending.

A formal **Letter of Notification** will be issued to affected Land Owners. The letter will include a summary description of the heliport site, timeline for construction and start of operation, operator information and methods to provide written feedback (email or standard mail).

2.2.2 Advertising and Signage

In addition to the **Letters of Notification** to Interested Parties, the Consultant will prepare a **Notice of Development** advertisement for publication in the local newspaper and will also prepare a physical **Notice of Development** board/signs for display at the proposed heliport location on Haines Street. The **Notice of Development** content will be consistent with these issued by the Municipality. Lakeridge Health will cover the direct advertisement and signage costs.

2.3 Consultation Summary Report

A **Consultation Summary Report** will be prepared at the end of the 45-day consultation period. It will contain all input received from stakeholders and the general public and, if applicable, mitigation measures for review by Lakeridge Health.

3. Proposed Outcome

The **Consultation Summary Report** will be provided to the Municipality for it to consider issuing a **Letter of Non-Objection** and to Transport Canada to support the heliport certification process.

Appendix B: Roll-out Plan

Date - 2021	Action		
8-12 Feb	Finalization of Stakeholder List and Contact Leads		
8 Feb - 10 Mar	Signage and Mailout Content Development and Internal Approvals		
Feb 10 – 5 Apr	Stakeholder Notices	Stakeholder	Notes
		Lakeridge Health Board	CEO report - February
		Lakeridge Health Senior Management Team	Briefing - January
		Lakeridge Health Senior Staff/Physicians	Internal Memo
		Bowmanville Hospital Staff/Physicians	Internal Memo
		Bowmanville Foundation	Internal Memo
		Clarington Mayor and Town Council	Engagement materials in advance via Planning Department
		MPP Parks	Advance briefing via Comms Staff
		MP O'Toole	Advance briefing via Comms Staff
		Public	Community letter Website Information Signage Social Media Media Coverage - Durham Radio News Coverage - Clarington News Coverage
11 Mar	Public Notice to Lands Owners	Public	Mail-out Letter
11 Mar	Public Notice Signage Installed at Site		
11 Mar – 5 Apr	Public Comment Period		
8 Apr	Status Meeting		
9 Apr	Consultation Summary Report		

Appendix C – Lakeridge Health Leadership Forum Memo (12 March 2021)



**Lakeridge
Health**

MEMORANDUM

To: Leadership Forum
All Team - Bowmanville Hospital

From: Susan deRyk, EVP & Chief Transformation Officer

Date: March 12, 2021

Subject: Bowmanville Hospital Temporary Heliport

We wanted to share a progress update on our work to develop a new temporary helipad to support air transport of patients at the Bowmanville Hospital.

While we have had a helipad at the hospital for about 30 years, it was temporarily closed in September 2018 due to safety concerns of wind flow associated with some landings.

Over the past 18 months, Lakeridge Health has worked with ORNGE Air Ambulance Service, municipal, provincial, and federal government partners to secure a new location, government funding, and all required approvals to allow for a temporary helipad.

We have identified a property on Haines Street, Bowmanville, about a five-minute drive from the hospital. This site has received all local approvals from the Municipality of Clarington and has been endorsed by the Ministry of Health.

Construction at the Haines Street location is scheduled to begin in July 2021 and is expected to be completed in October 2021. This is great news for the Clarington community as it means Lakeridge Health will again begin to utilize urgent air transfer of critically ill patients.

A feasibility assessment has ensured the site meets all safety requirements and technical standards for both ORNGE and Transport Canada. Throughout this process we have been guided by feedback from our community partners and members of the local community.

Next week we will invite input from the surrounding community via a community letter and on-site signage.

This temporary site will accommodate emergency air transportation until a permanent rooftop helipad is completed as part of the Bowmanville Hospital renovation and expansion.

We will keep you updated as we move forward on this important project. If you have any questions, please contact Rick Csanadi, Project Manager, Capital Planning and Development at rcsanadi@lh.ca.

Appendix D – Newsletter Mail-out to Adjacent Land Owners

Bowmanville Hospital Community Update



Lakeridge
Health



March 2021

TEMPORARY HELIPAD SITE

We are pleased to provide the following update on the Bowmanville Hospital's helipad.

For over 30 years, the Bowmanville Hospital's helipad has been used to urgently transfer critically ill patients by helicopter from the hospital to other acute care facilities. Access to air ambulance transport is an essential part of delivering health care services to the Clarington community.

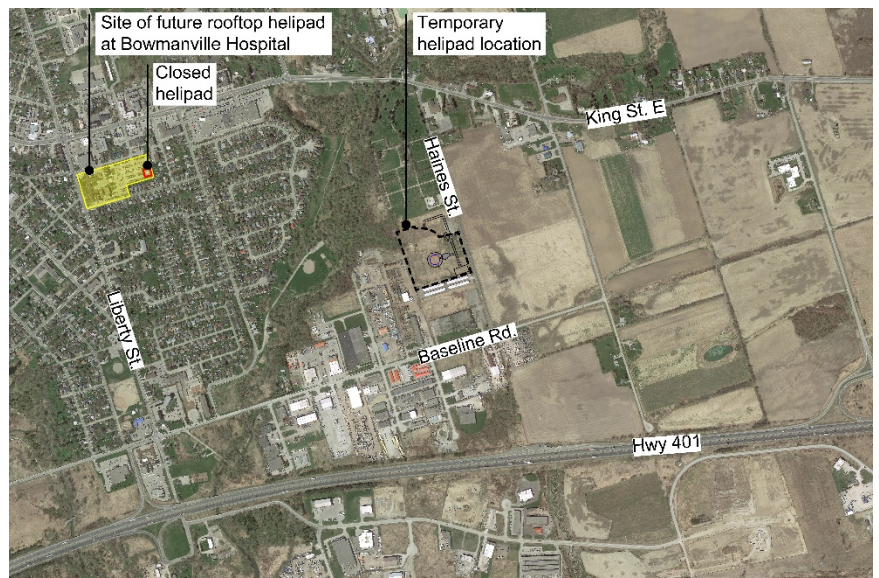


In September 2018, the hospital's helipad ceased operations due to safety concerns. Since that time, Lakeridge Health has been working with ORNGE Air Ambulance Service, along with municipal, provincial, and federal government partners on securing a location, funding, and capital approvals for a temporary heliport site in Bowmanville. This temporary site will accommodate emergency air transportation until a permanent rooftop helipad is completed as part of the Bowmanville Hospital redevelopment plan. Throughout this process we have been guided by feedback from our community partners and members of the local community.

Site Location

In January 2021, the Ministry of Health announced funding to move forward with the development of a temporary heliport site. A property on Haines Street, a five-minute drive from the hospital and owned by the Municipality of Clarington, has been endorsed by the Ministry of Health.

The site is located in an open field on the west side of Haines Street, east of Soper Creek Forest, south of the Bowmanville Cemetery, and north of existing warehousing. This site is within the municipality's existing 'General Industrial' land use designation.



A feasibility assessment has ensured the site meets all safety requirements and technical standards for both ORNGE and Transport Canada. The heliport will be operated by Lakeridge Health and will be used exclusively to accommodate emergency medical air transportation by helicopter to and from the Bowmanville Hospital. Helicopters may approach or depart the heliport in any direction depending on weather conditions.

Construction Timing

Construction is scheduled to begin in July 2021 and is expected to be completed in October 2021.

Please Provide Feedback by April 5, 2021

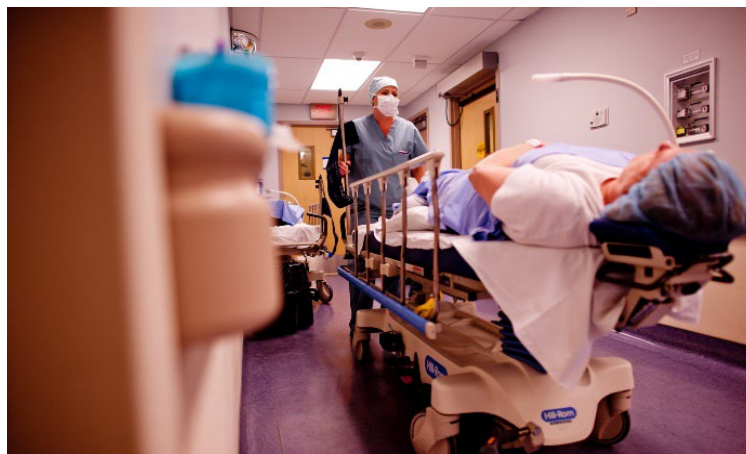
If you have any questions or concerns, please contact Lakeridge Health at:

Email address:

bowmanvilleheliport@lh.ca

Telephone:

(905) 576-8711 ext. 34123



Thank you for your interest and support of continuing access to critical emergency air transport of patients in the Clarington community and beyond.

Appendix E – Temporary Helipad Information Webpage

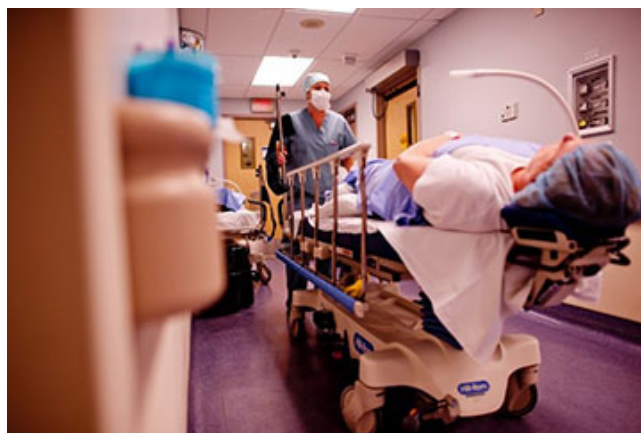


[Click here](#) for COVID-19 information. For COVID-19 testing, [complete our online assessment form](#).

Bowmanville Hospital - Community Update



March 2021



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For over 30 years, the Bowmanville Hospital's helipad has been used to urgently transfer critically ill patients by helicopter from the hospital to other acute care facilities. Access to air ambulance transport is an essential part of delivering health care services to the Clarington community.

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Site Location



In January 2021, the Ministry of Health announced funding to move forward with the development of a temporary heliport site. A property on Haines Street, a five-minute drive from the hospital, has been identified as the location by the Municipality of Clarington and endorsed by the Ministry of Health.

The site is located in an open field on the west side of Haines Street, east of Soper Creek Forest, south of the Bowmanville Cemetery, and north of existing warehousing. This site is within the municipality's existing 'General Industrial' land use designation.

A feasibility assessment has ensured the site meets all safety requirements and technical standards for both ORNGE and Transport Canada. The heliport will be operated by Lakeridge Health and will be used exclusively to accommodate emergency medical air transportation by helicopter to and from the Bowmanville Hospital. Helicopters may approach or depart the heliport in any direction depending on weather conditions.

Construction Timing

Construction is scheduled to begin in July 2021 and is expected to be completed in October 2021.

If you have any questions or concerns, please contact Lakeridge Health at:

Email address - bowmanvilleheliport@lh.ca
Telephone - (905) 576-8711 ext. 34123

Thank you for your interest and support of continuing access to critical emergency air transport of patients in the Clarington community and beyond.

[\(Read the Letter to the Community in PDF\)](#)

Appendix F – Online Press Coverage



HOME COVID-19 STORMDESK SPORTS CONTACT

Search

‹ Driver clocked goi... | NACI says AstraZen... ›

Temporary helipad coming to Bowmanville after air ambulance service to hospital halted

March 16, 2021 | 11:15 am



More than two years after complaints and safety concerns shut down air ambulance service to the Bowmanville hospital, plans to bring a temporary helipad to the community are in motion.

The hospital's helipad, which had been in operation for more than 30 years, [was closed in response to complaints about property damage and safety in 2018.](#)

At the time, hospital officials said the decision was made after hearing from air ambulance operator ORNGE and local residents.

There were concerns about minor damage to property and reports indicating a barbecue flew across someone's lawn and struck them while a helicopter was landing at the hospital.

The helipad was used around 25 times each year to bring patients in critical condition to more specialized facilities for treatment.

Since the shutdown, patients have been taken to the Oshawa Airport as an alternative.

RECENT POSTS

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- Oshawa mom wins \$100,000 with OLG's Instant Crossword Tripler April 9, 2021
- Durham students selected as Loran Scholars April 9, 2021
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- Cash meant to support Uxbridge hospital stolen after break-in at volunteer-run thrift store April 9, 2021
- Vaccinated travellers not exempt from hotel quarantine April 9, 2021
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DIABETIC PATIENTS: THERE ARE NEW TREATMENT OP
 VIRTUALLY MEET WITH DR. RISHI HANDA (INTERNIST) APRIL 9
 & DR. DAVID WEINSTEIN (NEPHROLOGIST) PHD OR CLICK

The Ministry of Health says construction on a temporary helipad site on Haines Street will begin in July.

It'll be located on the west side of Haines Street, east of Soper Creek Forest, south of the Bowmanville Cemetery and north of some existing warehouses.



The temporary site is about a five minute drive from the hospital.

The helipad is expected to open in October.

Eventually, the hospital is planning to build a permanent helipad on the roof of the hospital, which will be completed [as part of the site's redevelopment plan](#).

[Click here to learn more about the project.](#)

Map courtesy of Lakeridge Health

If you have found a spelling error, please, notify us by selecting that text and pressing *Ctrl+Enter*.

Like

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RECENT COMMENTS

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- Gina on Ontarians aged 60 to 64 to receive Oxford-AstraZeneca vaccine
- Bort on Durham health expanding vaccine eligibility to those 60 and older across region and those 50 and older in Ajax and Pickering hotspot communities Thursday
- Trish on Clarington invites you to explore the outdoors and visit a local park, trail or fishing spot
- smh on Whitby residents calling on Metrolinx to have more public consultation on downtown transit project
- Marcus on Vaccinated travellers not exempt from hotel quarantine
- DRN Newsroom on Durham health expanding vaccine eligibility to those 60 and older across region and those 50 and older in Ajax and Pickering hotspot communities Thursday
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LOCAL : NEWS

Late 2021 lift off for Bowmanville hospital temporary helipad

By **Jennifer O'meara**

Thu., March 25, 2021 |  2 min. read

By November, air ambulance could be landing at a temporary helipad site just five minutes from the Bowmanville hospital.

More than two years ago, Ornge made a safety decision to stop landing at the local hospital after an air ambulance landing injured a neighbour and damaged property. The air ambulance service to the Bowmanville hospital heliport has been suspended since Sept. 2018. Since then, Bowmanville hospital patients who need an air ambulance are driven to the Oshawa Airport and airlifted to a larger hospital.

“This has been a far longer road than anybody anticipated,” said Clarington Mayor Adrian Foster. “Those helicopters were changed and doubled in size, which presented a very real safety risk ... The residents have been as patient as anyone could imagine.”

A temporary Bowmanville hospital helipad site has been selected at 1160 Haines St. The land is an open field on the west side of Haines Street, east of Soper Creek Forest, south of the Bowmanville Cemetery, and north of existing warehouses.

The land is owned by the Municipality of Clarington. Lakeridge Health will enter a lease agreement with the Municipality to use the lands.

The site was supported by the Central East LHIN (local health integration network) in 2019 and by the Ministry of Health this January. A feasibility assessment was done to ensure the site meets all safety requirements and technical standards for both Ornge and Transport Canada. Once final approval is given by Transport Canada, the temporary helipad construction can begin in July 2021. The work is expected to be done by the end of October, with the helipad operational by November.

“That has been a long time coming,” said Regional Councillor Granville Anderson. “Hopefully nothing bad happens with it being moved a few minutes away. It’s only temporary as far as I understand, so it’s a good thing.”

Eventually, Lakeridge Health plans to bring the air ambulance back to the Bowmanville hospital. The temporary helipad will accommodate emergency air transport until a permanent rooftop helipad is built on the hospital as part of a larger renovated Bowmanville hospital planned for the future.

“We have to remember this site is going to be a construction site, hopefully sooner rather than later,” said Councillor Ron Hooper.

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BETA New regions coming soon

This **LEASE AGREEMENT** is made as of the XXst day of XX, 2021

B E T W E E N:

**THE CORPORATION OF THE
MUNICIPALITY OF CLARINGTON**
(the "Landlord")

- and -

LAKERIDGE HEALTH
(the "Tenant")

PART 1 - INTERPRETATION

Definitions

1. In this Lease,

"Lease" means this lease as it may be amended from time to time;

"Premises" means the portion of the property municipally known as 1150 Haines Street, Bowmanville and depicted on Schedule "A"; and

"Sales Taxes" means all sales taxes, value added taxes and any other taxes imposed on the Landlord or the Tenant in respect of the Rent or the provision of any goods or services by the Landlord to the Tenant under this Lease.

Severability

2. All of the provisions of this Lease are to be construed as covenants even where not expressed as such. If any such provision is held to be or rendered invalid, unenforceable or illegal, then it shall be considered separate and severable from this Lease and the remaining provisions of this Lease shall remain in force.

Governing Law

3. This Lease shall be governed by, and interpreted and enforced in accordance with, the laws in force in the Province of Ontario.

Extended Meanings

4. This Lease shall be read with all changes in gender or number as the context requires.

5. In this Lease, unless otherwise specified,
 - (a) a grammatical variation of a defined word or expression has a corresponding meaning;
 - (b) references to an Act or by-law shall include any amendments to or replacements of such Act or by-law;
 - (c) references to sections and Schedules are references to sections, and Schedules in this Lease; and
 - (d) every provision by which the Tenant is required to act shall be deemed to include the words "at the Tenant's cost, including the payment of any applicable taxes".

Headings

6. The division of this Lease into Parts, sections and schedules and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation of this Lease.

PART 2 - GRANT AND USE

Grant

7. In consideration of the performance by the Tenant of its obligations under this Lease, the Landlord leases to the Tenant the Premises for the duration of the Term and agrees to observe and perform all of its covenants and obligations in accordance with this Lease. In consideration of the performance by the Landlord of its obligations under this Lease, the Tenant takes the Premises on lease from the Landlord and covenants to pay the Rent and to observe and perform all other covenants to be observed and performed by the Tenant under this Lease.

Use of Premises

8. The Premises shall be used only for the purposes of an air ambulance heliport and no other purpose without the prior written consent of the Landlord.
9. The Tenant acknowledges and agrees that prior to making any improvements to the Premises for the purpose of an air ambulance heliport, the Tenant shall submit a site plan to the satisfaction of the Landlord. The site plan shall include, but not be limited to, provisions for vehicular access and circulation, parking area(s), snow storage, adequate lighting, a grading and drainage plan, signage, and any other item reasonably required by the Landlord to determine the compatibility of the site with adjacent areas.

Nuisance

10. The Tenant shall not carry on any business or do or suffer any act or thing that constitutes a nuisance, or which is offensive to or an annoyance to the Landlord.

PART 3 - TERM

Term

11. The term of this Lease shall be for 10 years commencing on May 1, 2021 and ending on April 30, 2031 (the "Term").

Overholding

12. If the Tenant remains in possession of the Premises after the expiry of the Term or any renewal term, there shall be no tacit renewal of this Lease or the Term, notwithstanding statutory provisions or legal presumption to the contrary, and the Tenant shall be deemed to be occupying the Premises as a tenant from month to month at a monthly rent equal to the amount paid in the last month of the Term or the renewal term, as the case may be, and otherwise upon the same terms, covenants and conditions as are set forth in this Lease insofar as they are applicable to a monthly tenancy.

PART 4 - RENT

Rent

13. The Tenant shall pay to the Landlord as rent in lawful money of Canada the annual sum of ONE (\$1.00) DOLLAR (the "Rent").

Sales Taxes

14. The Tenant shall pay to the Landlord all applicable Sales Taxes at the same time as the amounts to which such Sales Taxes apply are payable to the Landlord under the terms of this Lease.

Property Taxes

15. The Tenant shall pay all real estate taxes, general taxes, school taxes, levies, rates, duties, assessments and charges imposed against the Premises by municipal or other governmental authorities having jurisdiction.
16. The Tenant shall have the right to contest or review the assessment of the Premises for property taxes by legal proceedings or in such a manner as the Tenants in their option deem advisable.

Realignment of Recreational Trail

17. The Tenant acknowledges and agrees that the Landlord has previously approved the installation of a recreational trail on the Premises. The Landlord acknowledges that the recreational trail will be temporarily realigned to accommodate the Tenant's use of the Premises, and the Tenant acknowledges and agrees to pay the actual cost to install and construct the temporary connection (approximately 60 metres) depicted on Schedule "B" to a maximum of \$20,000.00.

Net Lease

18. The Tenant acknowledges that this is a net lease and the Tenant agrees to pay all charges, impositions and outlays of every nature and kind relating to the Premises except as expressly set out in this Lease, including but not limited to all utilities and services for the benefit of the Premises.

PART 5 - MAINTENANCE, REPAIRS AND ALTERATIONS

Maintenance and Repair of Premises

19. The Tenant accepts the Premises on an "as is" basis. The Tenant shall maintain the Premises and keep them in a good and substantial state of repair. This shall include maintenance of the access road including snow ploughing, and cutting the grass within the perimeter fencing and two swaths on the outside of the fence.

Alterations/Improvements to Premises

20. The Landlord shall permit the Tenant to make alterations/improvements to the Premises to construct an air ambulance heliport, subject to all applicable regulatory requirements. The Tenant shall not make any other alterations and improvements to the Premises without prior approval of the Landlord. Any such alterations or improvements that are fixtures to the land shall immediately become the property of the Landlord without compensation to the Tenant.

Removal of Improvements

21. At the conclusion of Tenant's occupancy of the Premises, the Tenant shall, unless specifically requested by the Landlord not to do so, remove all improvements that it has installed on the Premises and shall restore the Premises, as nearly as possible, to the state they were in before such improvements were made.

PART 6 - INSURANCE AND INDEMNITY

Tenant's Insurance

22. The Tenant shall take out and maintain,

- (a) insurance upon property owned by it which is located in the Premises; and
 - (b) commercial general liability insurance pertaining to the Tenant's liability to others in respect of injury, death or damage to property occurring upon, in or about the Premises, such insurance to be of an amount which is reasonable and sufficient having regard to the scope of the risk and the current practice of prudent owners of similar premises for the carrying on of similar businesses and activities, but in any event in an amount not less than five million dollars (\$5,000,000.00) for claims arising out of one occurrence. Such policy shall also name the Landlord as an additional named insured and may not be cancelled unless prior notice by registered letter has been given to the Landlord by the insurer 30 days in advance of the expiry date.
23. Prior to the commencement of the Term, the Tenant shall file with the Landlord a Certificate of Insurance in a form satisfactory to the Landlord's Director of Finance, verifying that the commercial general liability insurance policy is in effect and setting out the essential terms and conditions of the insurance.
24. The provision of the insurance policy required by this section shall not relieve the Tenant from liability for claims not covered by the policy or which exceed its limits, if any, for which the Tenant may be held responsible.

Insurance Risks

25. The Tenant shall not do, omit to do, or permit to be done or omit to be done upon the Premises anything that may contravene or be prohibited by any of the Landlord's insurance policies in force from time to time covering or relevant to any part of the Premises or which would prevent the Landlord from procuring its policies of insurance with companies acceptable to the Landlord. If the occupancy of the Premises, the conduct of business in the Premises or any acts or omissions of the Tenant on the Premises causes or results in any increase in premiums for any of the Landlord's insurance policies, the Tenant shall pay such increase to the Landlord.

Indemnification

26. Each of the Landlord and the Tenant shall indemnify and save harmless the other from and against any and all actions, losses, damages, claims, costs and expenses (including solicitors' fees on a solicitor and client basis) to which the party being indemnified shall or may become liable by reason of any breach, violation or non-performance by the party so indemnifying of any covenant, term or provision of this Lease or by reason of any damage, injury or death occasioned to or suffered by any person or persons including the Landlord or the Tenant, as the case may be, or any property by reason of any wrongful act, neglect or default on the part of the party so indemnifying or any of those persons for whom it is in law responsible. For greater certainty, the limitation of liability set out above in this section does not extend to claims, losses or damages resulting in whole or in part from the gross negligence or

wilful misconduct of the party claiming indemnification, its employees or those for whom it is in law responsible.

Damage or Destruction

27. If the Premises are destroyed or damaged by fire, lightning, tempest or other casualty, then and in every such event if, in the opinion of the Landlord, the damage or destruction renders the whole or any substantial part of the Premises unfit for occupancy or impossible or unsafe for use and occupancy or impossible for the Tenant to continue to carry on its business, either the Landlord or the Tenant may at its option, terminate this Lease by giving to the other notice in writing of such termination, in which event, this Lease and the Term shall cease and be at an end as of the date of such destruction or damage, and the Rent and all other payments for which the Tenant is liable under the terms of this Lease shall be apportioned and paid in full to the date of such destruction or damage.

PART 7 - REMEDIES

Landlord's Right to Remedy Default

28. In addition to all other remedies the Landlord may have under this Lease and in law, if the Tenant is in default of any of its obligations under this Lease, and such default has continued for a period of 10 days after receipt of notice by the Tenant (or such longer period as may be reasonably required in the circumstances to cure such default, except in an emergency where the Landlord will not be required to give notice), the Landlord, without prejudice to any other rights which it may have with respect to such default, may remedy such default and the Tenant shall be responsible for all such costs.

Separate Remedies

29. The Landlord may from time to time resort to any or all of the rights and remedies available to it upon default, either by any provision of this Lease or by statute or the general law, all of which rights and remedies are intended to be cumulative and not alternative and may be exercised generally or in combination.

Waiver

30. No condoning, excusing or overlooking by the Landlord of any default, breach or non-observance by the Tenant at any time in respect of any covenant or obligation under this Lease shall operate as a waiver of the Landlord's rights under this Lease in respect of any continuing or subsequent default, breach or non-observance, or so as to defeat or affect in any way the rights of the Landlord in respect of any such continuing or subsequent default or breach, and no waiver shall be inferred from or implied by anything done or omitted by the Tenant save only an express waiver in writing.

PART 8 - MISCELLANEOUS

Quiet Enjoyment

31. The Landlord shall permit the Tenant to peaceably possess and enjoy the Premises during the Term without any interference from the Landlord, or any person lawfully claiming by, from or under the Landlord provided the Tenant is not in default.

Right of Entry

32. The Tenant agrees to permit the Landlord and authorized representatives of the Landlord to enter the Premises during normal business hours for the purpose of inspecting the same on prior notice to the Tenant (except in an emergency where no notice shall be required), and the Tenant shall arrange for such entry at a time convenient to both parties. The Landlord shall use its best efforts to minimize the disruption to the Tenant's business operations during any such entry.

Signs

33. The Tenant may only erect signs on the Premises with the Landlord's prior approval. All such signs shall be removed from the Premises at the end of the Term.

Compliance with Laws

34. The Tenant shall comply with all legal requirements (including statutes, laws, by-laws, regulations, ordinances, orders, rules and regulations of every governmental authority having jurisdiction) that relate to the use or occupation of the Premises by the Tenant or the making of any improvements to the Premises by the Tenant.

Notice

35. Any notice, demand, acceptance or request required to be given hereunder in writing, shall be deemed to be given if either personally delivered or mailed by E-mail, registered mail, postage prepaid, at any time other than during a general discontinuance of postal services due to a strike, lockout or otherwise, and addressed to the Municipality or the Participating Owners at the addresses set out below:

The Corporation of the Municipality of Clarington

40 Temperance Street

Bowmanville, Ontario

L1C 3A6

Attn: Municipal Clerk

Tel: 905-623-3379

Fax: 905-623-6020

and to:

Lakeridge Health
1 Hospital Court
Oshawa, Ontario
L1G 2B9Attn: Mark Murphy, Sr. Director, Capital & Planning
Tel: 905-576-8711 ext. 34388

or such change of address as the applicable Party has by written notification forwarded to the Municipality and the other Parties. Any notice shall be deemed to have been given to and received by the Party to which it is addressed on the date it is personally delivered, or on the fifth (5th) business day after the mailing thereof, whichever is earlier.

Assignment and Subletting

36. The Tenant shall not assign this Lease or sublet all or any portion of the Premises without the prior written consent of the Landlord.

Successors and Assigns

37. This Lease shall enure to the benefit of and be binding upon the parties and their respective successors (including any successor by reason of amalgamation or statutory arrangement) and permitted assigns.

Time of Essence

38. Time shall be of the essence in all respects under this Lease.

Entire Agreement

39. This Lease constitutes the entire agreement between the parties concerning the Premises and may only be amended or supplemented by an agreement in writing signed by both parties.

40. The following Schedules are incorporated into and form part of this Lease:

Schedule "A" – Map of the Premises

Schedule "B" – Preliminary Site Plan Showing Recreational Trail Extension

- *signatures appear on the following page* -

The Landlord has executed this Lease by the signature of its duly authorized signing officers on this ____ day of _____, 2021.

**THE CORPORATION OF THE
MUNICIPALITY OF CLARINGTON**

PER: _____
Adrian Foster, Mayor

PER: _____
June Gallagher, Municipal Clerk

We have the authority to bind the Corporation

Authorized by By-law No.2020-0XX

The Tenant has executed this Lease by the signature of its duly authorized signing officers on this ____ day of _____, 2021.

LAKERIDGE HEALTH

PER: _____
Mark Murphy, Sr. Director, Capital
Planning and Development

PER: _____
Natalie Hovey, Vice President, Corporate
Services & CFO

We have the authority to bind the Corporation

Schedule "A" – Map of the Premises



Schedule "B" – Preliminary Site Plan Showing Recreational Trail Extension

DRAFT



HAINES STREET

PROPOSED OBSTRUCTION LIGHTS

PROPOSED ACCESS ROAD

PROPOSED EQUIPMENT YARD ACCESS ROAD (BY OTHERS)

PROPOSED ELECTRICAL DISTRIBUTION BOX

PROPOSED STORAGE CONTAINER

PROPOSED ACCESS ROAD

PROPOSED WIND SOCK

ANTICIPATED LIMITS OF GRADING

PROPOSED GATE ACCESS

PROPOSED CEMETERY EQUIPMENT YARD (BY OTHERS)

PROPOSED CEMETERY EXPANSION

PROPOSED CEMETERY ACCESS ROAD (BY OTHERS)

PROPOSED FATO EDGE LIGHT (TYP.)

PROPOSED STAKE MOUNTED FLOODLIGHT (TYP.)

RECREATIONAL TRAIL EXTENSION

PROPOSED HELIPAD

ROTOR DOWNWASH PROTECTION AREA (TYP.)

PROPOSED HELIPORT PERIMETER FENCING

PROPOSED POLE MOUNT FLOODLIGHT (TYP.)

Clarington

BOWMANVILLE HOSPITAL
TEMPORARY HELIPAD
GENERAL LAYOUT
ARRANGEMENT

DATE: APRIL 2021 SCALE: 1:1000 DRAWING No. G-1