Agenda

Committee of the Whole
February 13, 2020 – Following Council
Council Chambers, Grey County Administration Building

1. Call to Order
2. Declaration of Pecuniary Interest
3. Business Arising from the Minutes
   a. Notice of motion provided by Councillor Milne January 23, 2020 to dissolve the Grey County – Blue Mountains Task Force was subsequently withdrawn.
   b. Notice provided by Councillor Potter January 23, 2020

   That an amount equivalent to the net estimated amount of the Town of the Blue Mountains omitted/supplementary and taxation write-offs in excess of the County’s 2019 budgeted amount be provided to the Town of the Blue Mountains for the sole purpose of furthering the development of Attainable Housing in the Town of the Blue Mountains, subject to the Town’s completion of the Community Improvement Plan.
   c. Notice provided by Councillor Potter January 23, 2020

   Whereas the total weighted assessment of properties in the Town of the Blue Mountains represents 26.9% of the County’s total weighted assessment; and

   Whereas the Town of the Blue Mountains budget process includes a Public Information Centre (PIC), which is an informal open house with members of Town staff, held to encourage, gather and respond to public comments;

   Now Therefore Be It Resolved That the Town of the Blue Mountains hereby requests that County Council direct County staff to attend the Town of the Blue Mountains PIC in early March to answer any questions about the 2020 County budget which will have been passed by that time.

4. Delegations
   9:50 AM Pandemic Planning and Coronavirus Update
   Marlene McLevy and Representative from the Grey Bruce Public Health Unit
Children’s Safety Village Update

5. Determination of Items Requiring Separate Discussion

6. Consent Agenda

That the following Consent Agenda items be received; and

That staff be authorized to take the actions necessary to give effect to the recommendations in the staff reports; and

That the correspondence be supported or received for information as recommended in the consent agenda.

a. Resolution from the Township of Georgian Bluffs – Select Committee on Climate Change

That the County of Grey support the resolution from the Township of Georgian Bluffs regarding establishing a Select Committee on Climate Change to develop comprehensive provincial strategies and an action plan to address climate-change related threats to our society, environment and economy.

b. Local Planning Appeals Tribunal List

That the Local Planning Appeals Tribunal List (LPAT) be received for information.

c. PDR-CW-08-20 Woods Minor Exemption

That Report PDR-CW-08-20 be received and that the application for a Minor Exemption under the County’s Forest Management By-law for 043836 Southgate Road 04, Lot 8, Concession 5, in the geographic Township of Egremont, Township of Southgate, be approved.

d. Health Care Funding Roles and Responsibilities Task Force minutes dated February 3, 2020

That the Health Care Funding Roles and Responsibilities Task force minutes dated February 3, 2020 be adopted as presented.

7. Items For Direction and Discussion

a. EDTC-CW-05-20 Grey Roots Militaria Purchase

That Report EDTC-CW-05-20 regarding Militaria Purchase for Permanent Artefact Collection, be received; and

That the amount of $3,827 be taken from Grey Roots’ Artefact Reserve in order to purchase the Grey County veteran related militaria collection.
b. PSR-CW-03-20 Paramedic Services Modernization Consultation

That Report PSR-CW-03-20 regarding the Paramedic Services Modernization Consultation be received for information.

c. HDR-CW-01-20 Grey County and Owen Sound Housing Corporation Acquisition of Lands

That Report HDR-CW-01-20 regarding the acquisition of land be received;

That the Corporation of the County of Grey acquire the Property identified as all those lands comprising part of Park Lot 8 described in a document deposited in the local Land Registry Office Grey No. 16 on the 13th day of October, 1984 as instrument No. DEP594 lying south of the westerly prolongation of the boundary between the lands bearing PIN 37318-0094 and PIN 37318-0096; Municipality of West Grey, County of Grey; and

That Staff be directed to proceed with the acquisition prior to County Council approval as per Section 25.6 b) of the procedural by-law.

d. CAOR-CW-02-20 Grey County – The Blue Mountains Task Force

That Report CAOR-CW-02-20 regarding the future of the Grey County – The Blue Mountains Task Force be received; and

That Council support the 2020 workplan as outlined; and

That the Taskforce be concluded and future issues and requests from the Town of the Blue Mountains, be brought to the Committee of the Whole for consideration.

e. PDR-CW-11-20 Subdivision Guidelines Student Report

That Report PDR-CW-11-20 regarding the University of Guelph student project on Subdivision Guidelines for Grey County be received for information.

f. PDR-CW-12-20 Markdale Hospital Lands Transfer

That Report PDR-CW-12-20 Hospital Land Transfer be received; and

That the principles of the land transfer agreement are hereby endorsed in principle and that staff be directed to finalize the agreement and present it to Council for consideration along with a by-law to authorize the Warden and Clerk to sign the final land transfer agreement.

8. Closed Meeting Matters
That the Committee of the Whole does now go into closed session pursuant to Section 239 (2) of the Municipal Act, 2001 as amended, to discuss:

i. Advice that is subject to solicitor-client privilege, including communications necessary for that purpose (Land claim)

ii. Litigation or potential litigation, including matters before administrative tribunals, affecting the municipality or local board (Land claim)

9. Other Business
10. Notice of Motion
11. Adjournment
January 27, 2020

Premier Doug Ford
Legislative Building, Queen's Park
Toronto ON M7A 1A1

RE: Select Committee on Climate Change

At its meeting on January 22, 2020, Council of the Township of Georgian Bluffs passed Resolution Number RES2020-029:

Moved By: Councillor Cathy Moore Coburn
Seconded By: Councillor Carol Barfoot

Whereas the Intergovernmental Panel on Climate Change (IPCC) has concluded that the warming of our climate is unequivocal and caused by human activities and the impacts of climate change are causing extreme weather events that threaten our well-being; additionally, costs in Canada alone are estimated to be over $5 billion per year by 2020 and up to $43 billion per year by 2050; and

Whereas the 2018 joint audit, conducted by the federal Environment Commissioner with nine provincial auditors general, concluded neither governments in Ottawa nor the provinces have assessed the risks a changing climate poses to Ontario and have no assessment of the potential costs; and

Whereas communities across Ontario struggle with the consequences of climate change with increasing frequency and intensity, and that municipalities are on the front lines of climate change hazards like floods, droughts, landslides, forest fires, heatwaves, water shortages, as well as directly influencing approximately half of Canada’s energy use and emissions;

Therefore be it resolved that the Council of the Township of Georgian Bluffs supports MPP Peter Tabuns’ motion that “a Select Committee on Climate Change should be established immediately to develop comprehensive provincial strategies and an action plan to address climate-change related threats to our society, environment and economy.”; and
The Corporation of the
Township of Georgian Bluffs

That a copy of this resolution be sent to the Premier of Ontario, Minister of Municipal Affairs and Housing, Minister of Finance, Minister of Energy, Northern Development and Mines, and Minister of Indigenous Affairs, Minister of Agriculture, Food and Rural Affairs, Minister of Infrastructure, Minister of Natural Resources and Forestry, Minister of Environment, Conservation and Parks, to local MPP Bill Walker, MP Alex Ruff, to the Association of Municipalities Ontario (AMO), to the Rural Ontario Municipality Association (ROMA), and Grey County municipalities.

Please feel free to contact me should you have any questions or concerns.

Sincerely,

[Signature]

Brittany Drury
Deputy Clerk
519 376 2729 x. 244
bdrury@georgianbluffs.ca

Cc: Via Mail

Hon. Greg Rickford, Minister, Ministry of Energy, Northern Development and Mines
Minister, Ministry of Indigenous Affairs
Ministry of Energy, Northern Development and Mines, 10th Floor
77 Grenville Street
Toronto ON M7A 1B3

Hon. Laurie Scott, Minister, Ministry of Infrastructure
Ministry of Infrastructure, College Park 5th Floor
777 Bay Street
Toronto ON M7A 2J3

Cc: Via Email

Hon. Steve Clark, Minister, Ministry of Municipal Affairs and Housing
minister.mah@ontario.ca

Hon. Rod Phillips, Minister, Ministry of Finance
minister.fin@ontario.ca
The Corporation of the
Township of Georgian Bluffs

Hon. Ernie Hardeman, Minister, Ministry of Agriculture, Food and Rural Affairs
minister.omafra@ontario.ca

Hon. John Yakabuski, Minister, Ministry of Natural Resources and Forestry
minister.mnrf@ontario.ca

Hon. Jeff Yurek, Minister, Ministry of the Environment, Conservation and Parks
minister.mcep@ontario.ca

Hon. Alex Ruff, MP, Bruce-Grey-Owen Sound
info@alexruff.ca

Hon. Bill Walker, MPP, Bruce-Grey-Owen Sound
bill.walkerco@pc.ola.org

Association of Municipalities Ontario (AMO)
Jamie McGarvey, AMO President, Mayor, Town of Parry Sound
amopresident@amo.on.ca

Rural Ontario Municipality Association (ROMA)
Allan Thompson, Chair, Mayor, Town of Caledon
romachair@roma.on.ca

Grey County Municipalities:
Matt Smith, Clerk, Municipality of Meaford
msmith@meaford.ca

Brian Tocheri, CAO / Clerk, Town of Hanover
btocheri@hanover.ca

Mark Turner, Clerk, Municipality of West Grey
mturner@westgrey.ca

Lindsey Green, Deputy Clerk, Township of Southgate
lgreen@southgate.ca

Corrina Giles, Clerk, Town of the Blue Mountains
cgiles@thebluemountains.ca

Raylene Martell, Clerk, Municipality of Grey Highlands
MartellR@greyhighlands.ca
The Corporation of the
Township of Georgian Bluffs

Patty Sinnamon, CAO / Clerk, Township of Chatsworth
psinnamon@chatsworth.ca

Briana Bloomfield, Clerk, City of Owen Sound
bbloomfield@owensound.ca

Heather Morrison, Clerk, County of Grey
heather.morrison@grey.ca
<table>
<thead>
<tr>
<th>Municipality</th>
<th>File Number / Name</th>
<th>File Type</th>
<th>Status / Links to Documents</th>
<th>Consultants / Groups Involved</th>
<th>Appellants / Participants</th>
<th>County Involvement or Party Status *</th>
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<tbody>
<tr>
<td>Town of the Blue Mountains</td>
<td>42-42-000-LOPA-01</td>
<td>Local Official Plan Amendment</td>
<td>The County received an appeal for the subject application by the neighboring property owners to the north. The application is to consider an overflow parking area on the subject lands to support the adjacent Scenic Caves Nature Adventures property. The Town of the Blue Mountains received a similar appeal for the associated Zoning By-Law Amendment. A revised appeal has now been submitted by the appellants based on the new LPAT rules. Scenic Caves Appeal Letter At this stage there have been no pre-hearing or case management conferences scheduled yet. A five day hearing was set to start Monday, January 27th, 2020, but this has since been adjourned.</td>
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<td>Township of Chatsworth</td>
<td>42-04-36-OPA-123 Bumstead Pit</td>
<td>Official Plan Amendment</td>
<td>The applicant has submitted an appeal based on the County not making a decision within 180 days of receiving the County Official Plan Amendment application. A similar appeal has also been filed with the Township of Chatsworth for the Zoning By-law Amendment. Bumstead Appeal Letter A full hearing was held in August, 2019 and we are awaiting a decision from LPAT.</td>
<td>Cuesta Planning Consultants</td>
<td>Pearl and Brian Bumstead are the applicants and the appellants. Further parties and participants would be determined at a pre-hearing.</td>
<td>As per Report PDR-CW-01-18 the County will not be involved in the OMB proceedings for this file.</td>
<td>Scott</td>
</tr>
<tr>
<td>Township of Georgian Bluffs</td>
<td>Georgian Bluffs Comprehensive Zoning By-law – 2018-084</td>
<td>Zoning By-law</td>
<td>The County has appealed the Township of Georgian Bluffs Zoning By-law based on the minimum lot area within the Agricultural (AG) Zone not conforming to the minimum lot size in the County Official Plan. The Township and County have agreed on revised wording to address the conformity issue with the MHBC.</td>
<td>County of Grey Sauble Conservation Authority has also appealed based on hazard land</td>
<td>The County would be a party to this matter based on the County being an appellant; however the hope is to</td>
<td></td>
<td>Stephanie / Randy</td>
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<td>Municipality of Grey Highlands</td>
<td>Municipality of Grey Highlands Official Plan</td>
<td>New Official Plan</td>
<td>The County has received two appeals on the Municipality of Grey Highlands Official Plan. Links to the two appeal letters have been provided below. Hawkins Appeal Letter Cuesta Appeal Letter A prehearing for this file was held on September 5, 2018. Minutes of settlement on the Cuesta appeal were accepted by the Tribunal. A hearing for the Hawkins appeal was held on March 20, 2019. Minutes of settlement were presented to the Tribunal to resolve some of Mr. Hawkins’ concerns, and the hearing dealt with the remaining contested matters. The Tribunal reserved their decision and a written decision will follow.</td>
<td>Cuesta Planning Consultants</td>
<td>Cuesta Planning Consultants and Michael Hawkins</td>
<td>As per Addendum to Report PDR-CW-40-17 the County will be involved in the OMB proceedings for this matter.</td>
<td>Scott</td>
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<tr>
<td>Town of The Blue Mountains</td>
<td>42T-2012-01 – Eden Oak/Trailshead Plan of Subdivision</td>
<td>Plan of Subdivision</td>
<td>The Applicant has submitted an appeal based on the County not making a decision within 180 days of receiving the Plan of Subdivision application. The Applicant has also appealed the non-decision from the Town regarding the zoning by-law amendment and the local official plan amendment. The Applicant, the Town, the County and the other parties reached a settlement and presented that to the Board on April 3, 2017. A Board decision was issued on September 6, 2017, conditionally approving the development, subject to a bonusing agreement between the Town and the Developer. DC Slade Consulting Eden Oak Trailhead Inc. Based on the OMB Attendance guidelines, the County would be a Party at any future hearings.</td>
<td>DC Slade Consulting</td>
<td>Eden Oak Trailhead Inc.</td>
<td>Based on the OMB Attendance guidelines, the County would be a Party at any future hearings.</td>
<td>Randy</td>
</tr>
<tr>
<td>Town of The</td>
<td>2016 Town of</td>
<td>New Official Plan</td>
<td>The Town of The Blue Mountains Official Plan was approved in 2016.</td>
<td>N/A</td>
<td>1. Ivi Xhelili</td>
<td>As per Addendum to Report PDR-CW-40-17</td>
<td>Scott</td>
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<td>Blue Mountains</td>
<td>The Blue Mountains Official Plan</td>
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<td>approved by the County on June 21, 2016. The Plan was subsequently appealed by six parties. A pre-hearing with the OMB was held on March 21, 2017. Signed minutes of settlement that resolve the Ivi Xhelli, Tomson Xhelli, Elisabeth Ecker Vanderploeg and Dinaz Dadyburjor appeals were accepted by the Board at the pre-hearing. The Eden Oak appeal should be resolved by the conditional Board order dated September 6, 2017, subject to a bonusing agreement between the Town and the Developer. The MacPherson Builders appeal remains outstanding but a LPAT teleconference has been scheduled for February 28, 2020 to discuss this appeal.</td>
<td>Wellings Planning Consultants Inc.</td>
<td>Home Farm – MacPherson Builders</td>
<td>Based on the OMB Attendance guidelines, the County will be a party to the proceedings.</td>
<td>Scott</td>
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<tr>
<td>Town of The Blue Mountains</td>
<td>42T-2015-03 – Home Farm</td>
<td>Plan of Subdivision</td>
<td>The Applicant has submitted an appeal based on the County not making a decision within 180 days of receiving the Plan of Subdivision application. The Applicant has also appealed the non-decision from the Town regarding the zoning by-law amendment and the local official plan amendment.</td>
<td>Home Farm – MacPherson Builders</td>
<td></td>
<td>Based on the OMB Attendance guidelines, the County would be a Party at any future hearings.</td>
<td>Scott</td>
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<tr>
<td>Town of The Blue Mountains</td>
<td>42-42-000-OPA-135 Gibraltar Pit</td>
<td>County Official Plan Amendment</td>
<td>Two appeals have been filed on County Official Plan Amendment 135 by the Town of The Blue Mountains and the Friends of the Pretty River Valley. Copies of their appeal letters have been included below. The Town applications have also been appealed to LPAT.</td>
<td>MHBC Planning</td>
<td>Town of The Blue Mountains Friends of the Pretty River Valley</td>
<td>Based on the OMB Attendance guidelines, the County would not be a party or participant at the hearing.</td>
<td>Scott</td>
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<td>Town of The Blue Mountains</td>
<td>4T-2016-10 Parkbridge Subdivision – Craigleith</td>
<td>Plan of Subdivision</td>
<td>County Committee of the Whole draft approved 42T-2016-10 – Parkbridge Subdivision on September 13, 2018. One appeal has been filed on this application. The Zoning By-law Amendment that was passed by the Town of The Blue Mountains has also been appealed by the same Appellant. The hearing for the subdivision is scheduled for 9 days commencing March 23, 2020.</td>
<td>Andrew Pascuzzo, Pascuzzo Planning Inc.</td>
<td>Pamela Spence</td>
<td>Based on the OMB Attendance guidelines, the County would not be a party or participant at the hearing.</td>
<td>Randy</td>
</tr>
<tr>
<td>Township of Southgate</td>
<td>42-07-060-OPA-16 Peyton Pit</td>
<td>Local Official Plan Amendment</td>
<td>The Peyton Pit LOPA was approved by the County on July 10, 2017. It was appealed by two separate parties that are neighbours to the pit. A hearing has been scheduled for March 16, 2020.</td>
<td>Stovel and Associates (Rob Stovel)</td>
<td>1. Jo-Anne Chisholm 2. Douglas Karrow</td>
<td>Based on the OMB Attendance guidelines, the County would not be a party or participant at the hearing.</td>
<td>Sarah</td>
</tr>
<tr>
<td>Municipality of West Grey</td>
<td>42-05-280-OPA-137 Spaleta</td>
<td>County Official Plan Amendment</td>
<td>The Spaleta OPA was refused by the County on January 11, 2018. An associated zoning amendment was also refused by the Municipality of West Grey. This zoning amendment was also appealed to the OMB (now LPAT). A two day LPAT hearing occurred on September 25 – 26, 2018, and a link to the LPAT decision is included below. LPAT dismissed the appeals and therefore the decisions to refuse the OPA and zoning amendment stand.</td>
<td>Cuesta Planning Consultants</td>
<td>Cuesta Planning Consultants</td>
<td>Based on the OMB Attendance guidelines, the County will be a party at the hearing since the County refused the OPA application.</td>
<td>Scott</td>
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</table>
*County involvement and party status will generally be in accordance with the guidelines established in Report PDR-PCD-08-13 – see link below:

PDR-PCD-08-13 Ontario Municipal Board Attendance

The status of any LPAT file can be found at the below link:

http://elto.gov.on.ca/tribunals/lpat/e-status/
Recommendation

1. That Report PDR-CW-08-20 be received and that the application for a Minor Exemption under the County’s Forest Management By-law for 043836 Southgate Road 04, Lot 8, Concession 5, in the geographic Township of Egremont, Township of Southgate, be approved.

Executive Summary

The County received a minor exemption application to the County’s Forestry Management By-law in November 2019 to clear a 40 foot (12 metre) wide strip of forested land consisting of mainly cedar trees. The purpose of the land clearing is for farming purposes (tile drain). County staff are recommending approval.

Background and Discussion

An application for a minor exemption was received for clear cutting under the County’s Forestry Management By-law.

The subject lands are located at 043836 Southgate Road 04, Lot 8, Concession 5, in the geographic Township of Egremont, Township of Southgate. The lands have frontage on Southgate Road 04. In total, the farm holdings at this location are approximately 71 acres (28.7 hectares) in size. The cleared portions of this property are actively farmed. The area proposed to be cleared for tile draining purposes, is an existing overgrown lane, it will be cleaned up and widened to 40 feet as part of this application.
The property is located in the most southern portion of the County with Mount Forest located approximately 3.5 kilometres to the east of the subject property. Surrounding the subject lands are a mixture of farmed and forested lands.

In the County Official Plan this property is designated as ‘Hazard Lands’, and ‘Agricultural’ on Schedule A. Schedule B identifies portion of Aggregate Resource Area on the subject lands, but not where the trees are proposed to be cut. Appendix B to the Plan also identifies pockets of ‘Significant Woodlands’, ‘Other Identified Wetlands’, and a watercourse on the property.

Map 1 – Forest Clearing Request

Agency and Public Comments Received

Under the Forest Management By-law, adjacent landowners, conservation authorities, Municipal, and County staff are to be notified and/or consulted when an application is received.
Public Comments
No public comments were received during the processing of this application.

Agency Comments
The Township of Southgate, Saugeen Valley Conservation Authority and the County’s Forestry By-law Enforcement Officer provided comments on this application.

The Township indicated that they did not have any comment related to this application.

Saugeen Valley Conservation Authority indicated that provided the plan submitted with the application is followed, the minor exemption is acceptable.

The comment received from the County’s Forest Manager indicated that he fully supports the proposal.

County staff are recommending approval of the minor exemption application.

Legal and Legislated Requirements
The application will be processed in accordance with the County’s Forest Management By-law.

Financial and Resource Implications
At this time there are no expected financial or resource considerations beyond those normally encountered in processing a Minor Exemption application. The County has received an application fee with the file.

Relevant Consultation
☒ Internal: Planning and Grey County By-law Enforcement Officer
☒ External: Township of Southgate, Saugeen Valley Conservation Authority, and the public.

Appendices and Attachments
None
Health Care Funding Roles and Responsibilities
Task Force
February 3, 2020 – 9:30 AM

The Health Care Funding Roles and Responsibilities Task Force met on the above date at the County Administration Building with the following members in attendance:

Present: Chair Warden Paul McQueen; Councillors Barb Clumpus, Tom Hutchinson, Brian Milne and Selwyn Hicks

Staff Present: Kim Wingrove, Chief Administrative Officer; Kevin Weppler, Director of Corporate Services and Kathie Nunno, Administrative & Accessibility Coordinator

Call to Order

Vice Chair Brian Milne called the meeting to order at 9:30 AM. Warden Paul McQueen then entered the meeting.

Declaration of Interest

There was none.

Stakeholder Delegations

Naomi Vodden, Director Mental Health Services - Grey Bruce Health Services (GBHS) and Kevin McNab, Director of Paramedic Services – Grey County

Naomi Vodden led a PowerPoint presentation outlining the proposed Operational Stress Injury Clinic under development at the Meaford Hospital to provide mental health care to military personnel at Canadian Forces Base Meaford and police, fire and paramedic first responders. Kevin McNab explained the role of the Paramedic Services support team and the PTSD Prevention Plan. Mr. McNab stressed that early intervention yields the
best results. By the time post-traumatic stress disorder develops, the return to health is significantly more challenging. The key is prevention and early intervention.

Councillor Hicks then entered the meeting.

There is a Frontline Family Wellness Day happening on February 9, 2020 for frontline workers and their families at the Bayshore Community Centre in Owen Sound. The symposium allows attendees to learn about the mental health continuum, resources for care and family support among others. In the evening, the Galaxy Cinema in Owen Sound will screen the documentary, The Other Side of the Hero.

The Operational Stress Support Clinic at the GBHS Meaford Site will provide timely access to mental health services close to home. The project has a funding gap and has asked the Health Care Funding Roles and Responsibilities Task Force to discuss how to manage the gap.

Martin Mazza spoke about the hospital funding model which is predominantly provincially-provided and geared to sustainable operations. The main challenge is to ensure secured funding which will lead to ensuring secured staffing. Mr. Mazza added that mental health services are a provincial priority.

Potential demand for service was discussed. Mr. Mazza commented on the significant increase in mental health and addiction services needed at GBHS. The Owen Sound site is the area’s only schedule one facility that provides mental health services for Grey and Bruce.

**Martin Mazza, CFO, Grey Bruce Health Services**

Martin Mazza spoke about the development of the County of Simcoe Hospital Alliance Funding Policy for capital projects. At the time of creation, it was determined to be a priority not to receive every delegation and request for funding, but to have all of the requests go through an alliance group which would consider each request based on the same set of criteria. The group would then determine which projects would be presented to Simcoe County with a request for capital funding.

Provincial health care funding is predominantly for operational matters. The Province requires communities to fundraise 10% of the cost of capital construction.

The Committee discussed the role of an alliance between the County and the GBHS hospital corporation.

The benefit of historical political representation on hospital boards was increased information sharing and awareness.
The committee discussed potential contacts/stakeholders for collaboration on the policy/alliance project. Discussion arose about the potential to collaborate with Bruce County.

GBHS does not have a role with hospice in the current model. Requests from hospice and other one-off health care funding requests are likely. The Simcoe policy does not include provision for these.

Other Business

There was none.

Next Meeting Dates

Monday, March 2, 2020 at 1:00 PM; Monday, April 6 at 9:30 AM; and Monday, May 4th at 9:30 AM.

On motion by Councillors Milne and Clumpus, the meeting adjourned at 11:10 AM.

Paul McQueen, Chair
Committee Report

To: Warden McQueen and Members of Grey County Council

Committee Date: February 13, 2020

Subject / Report No: EDTC-CW-05-20

Title: Militaria Purchase for Permanent Artefact Collection

Prepared by: Sim Salata, Collections Manager, Grey Roots Museum & Archives

Reviewed by: Savanna Myers, Director of Economic Development, Tourism & Culture

Lower Tier(s) Affected: None

Status: Recommendation

1. That Report EDTC-CW-05-20 regarding Militaria Purchase for Permanent Artefact Collection, be received; and

2. That the amount of $3,827 be taken from Grey Roots’ Artefact Reserve in order to purchase the Grey County veteran related militaria collection.

Executive Summary

Over the past two to three decades, a local historian and private collector of World War I and World War II militaria has accumulated a number of items including military badges, medals, insignia and identification tags issued to and owned by late Grey County veterans. The collector is now downsizing and moving away from Grey County. He has donated a number of items to Grey Roots’ archives and artefact collections, but as he has a financial investment in some of this collection, he is looking to be compensated at fair market value for it. These items help tell the story of Grey County’s contribution to both World Wars and meet Grey Roots’ collecting mandate and collecting plan.

The total fair market value of these items exceeds the annual permanent artefact acquisition budget. Staff proposes that this collection be purchased with a portion of the Artefact Reserve which was created when the Owen Sound-Grey County Museum received an insurance settlement for losses related to a 2001 storage building fire. As of December 31, 2019, this reserve totaled $24,800. The last time an amount was taken from this reserve was in 2010 to fund boiler work on Grey Roots’ Robert Bell steam traction engine, part of the museum’s Living History Collection.
Background and Discussion

Telling the stories of Grey County citizens, past and present, is one of Grey Roots Museum & Archives’ core functions, which Grey Roots achieves through its research, exhibits, and interpretation. Collecting and preserving physical culture is also a Grey Roots core function. As Grey Roots is the steward for Grey County’s history, it is optimal that these items are cared for and made accessible in the interest of the public (become public domain) and stay in the County where they are relevant and representative of its past.

The collection of items spans the County and its past citizens. It includes, but is not limited to:

- Grey County 31st Battalion helmet plate
- Nursing Sister Olive Kilbourne, Owen Sound - World War I Service and Victory medals, identification tags and Red Cross service insignia
- Melbourne Kilbourne, Owen Sound – World War I Service and Victory medals
- William Armstrong, Owen Sound – World War I Military Medal (extraordinary valour)
- Frank McFadden, Markdale – World War I Memorial plaque (“death penny”)
- Johnston Currie, Hepworth – World War I Memorial Cross
- Wilfred Butler, Artesemia Township, Lyness Myles, Thornbury, and C. Donaghy, Durham - Grey County World War I presentation medallions
- James Arthur Tugman, Owen Sound - World War I Service and Victory medals
- R. J. J. McFadden, Markdale - World War II Memorial Cross
- Grey Regiment collar and shoulder titles
- Grey and Simcoe Foresters collar badges and shoulder titles

Legal and Legislated Requirements

None

Financial and Resource Implications

The budget for annual acquisitions is $2500, which has been included in the 2020 budget. Throughout the year, various purchases will make use of this budget in order to build the collection according to the collections plan. This collections purchase is an unexpected opportunity that will present incredible value to Grey Roots. Rather than utilizing the acquisitions budget, it is recommended that this collection be funded by The Grey Roots Artefact Reserve in the amount of its appraised fair market value, $3,827.

Relevant Consultation

☒ Internal – Collections, Director of Economic Development, Tourism and Culture, Finance Officer, Clerk
☒ External – Sydenham Auction Appraisals for comparative fair market value of local militaria
Appendices and Attachments
None
Executive Summary

Paramedic services comprises part of a larger emergency health services system that includes Ministry of Health (Ministry) regulators, Base Hospitals and Ministry operated ambulance communications centres known as Central Ambulance Communication Centres.

The Ministry has committed to modernizing and strengthening emergency health services to help end hallway healthcare. On October 10, 2019, the Ministry announced plans to hold consultations on Emergency Health Services and Public Health. Mr. Jim Pine was appointed to serve as special advisor to lead the Ministry’s consultations.

The Ministry is requesting written submissions to respond to the discussion papers by March 31, 2020 and is scheduling in-person visits to communities across the province on how best to deliver and plan programs and services.

The modernization discussion paper and comments from Ministry leadership indicate status quo regarding municipalities remaining as valued partners in paramedic service delivery, and that the Ministry will not be privatizing paramedic service delivery or outsourcing delivery to other not-for-profits partners.

Grey County Paramedic Services (GCPS) delivers efficient and effective service while managing increasing call volumes and maintaining response time targets. As a result, GCPS is able to provide valuable insight on the innovations that the service has put into place to help address the system pressures.
Background and Discussion

Paramedic services comprises part of a larger emergency health services system that includes Ministry of Health (Ministry) regulators, Base Hospitals and Ministry operated ambulance communications centres known as Central Ambulance Communication Centres (CACCs). In 2001, the Ministry transferred responsibility for local paramedic services to upper and single tier municipalities. Initially, the County of Grey contracted the service to the City of Owen Sound Fire Department and in 2004 began to operate the paramedic service directly.

Ontario’s emergency health services system has faced pressures of rapidly increasing call volumes, performance challenges at Ministry operated CACCs and constraints in hospital emergency departments. These pressures and the impact they have had on local paramedic service delivery have been well documented through Ministry commissioned reports, the Office of the Auditor General and by the sector, including the following:

- **Auditor General Annual Report (2013)**
- **Review of the Ontario Ambulance Communications Delivery Model (Commissioned by the Ministry and completed by Deloitte, 2017)**

The Ministry has committed to modernizing and strengthening emergency health services to help end hallway healthcare. On October 10, 2019, the Ministry announced plans to hold consultations on Emergency Health Services and Public Health. Mr. Jim Pine was appointed to serve as special advisor to lead the Ministry’s consultations.

On November 18, 2019, the Ministry released two discussion papers on the modernization of Emergency Health Services and Public Health that set the context and scope for the consultation process. A copy of the Emergency Health Services discussion paper can be found in Appendix I.

The Ministry is requesting written submissions to respond to the discussion papers by March 31, 2020 and is scheduling in-person visits to communities across the province on how best to deliver and plan programs and services. In-person visits led by Mr. Pine are underway and will conclude by early Spring 2020. Recommendations based upon findings in the consultations will be provided to the Ministry but there will not be a final report.

The City of London hosted an in-person consultation on January 16, 2020 and the County of Grey CAO Kim Wingrove and Chief of Paramedic Services, Kevin McNab attended the event. The Emergency Health Services discussion paper highlights existing evidence regarding system challenges identified by the Auditor General and Land Ambulance Dispatch Working Group, and has invited input on questions relating to the following themes:

- Outdated dispatch technologies
- Lengthy ambulance offload times and delays in transporting medically stable patients
Lack of coordination among emergency health services partners
Need for innovative models that improve care
Health equity regarding access to services across regions and communities (i.e. rural and indigenous communities)

It is important to note that the discussion paper and comments from Ministry leadership indicate status quo regarding municipalities remaining as valued partners in paramedic service delivery, and that the Ministry will not be privatizing paramedic service delivery or outsourcing delivery to other not-for-profits partners. The discussion paper also does not refer to previous communication about the possibility of consolidating CACCs or efforts to better integrate paramedic services and CACCs.

Grey County Paramedic Service (GCPS) delivers efficient and effective service while managing increasing call volumes and maintaining response time targets. As a result, GCPS is able to provide valuable insight on the innovations that the service has put into place to help address the system pressures (i.e. Community Paramedicine Program, Enotification sharing of information, Mental Health Urgent Response Team Notification, Vulnerable Patient Identification, Referral to 211 for Social Economic Support, Various Community Working Groups (Drug and Alcohol, Opioid, etc.). GCPS has responded to the Ministry’s request for comment and continues to advocate for improved dispatch technologies, strategies to mitigate Paramedic offload delay, and new Models of Care for Paramedics. Appendix II includes Grey County Paramedic Services responses to the Ministry’s questions.

Legal and Legislated Requirements
Ambulance Act, Regulation 257/00

Financial and Resource Implications

Relevant Consultation
☐ External:
☒ Internal: CAO, Finance

Appendices and Attachments
Appendix 1 – Discussion Paper EHS Modernization
Appendix 2 – Grey Responses to EHS Modernization
Committee Report

To: Warden McQueen and Members of Grey County Council
Committee Date: February 13, 2020
Subject / Report No: HDR-CW-01-20
Title: The Corporation of the County of Grey Acquisition of Land Abutting Twin Pines (Durham)
Prepared by: Lacey Thompson, Contract and Real Estate Coordinator
Reviewed by: Anne Marie Shaw, Director of Housing
Michael Letourneau, Director of Legal Services
Lower Tier(s) Affected: Municipality of West Grey
Status:

Recommendation

1. That Report HDR-CW-01-20 regarding the acquisition of land be received;

2. That the Corporation of the County of Grey acquire the Property identified as all those lands comprising part of Park Lot 8 described in a document deposited in the local Land Registry Office Grey No. 16 on the 13th day of October, 1984 as instrument No. DEP594 lying south of the westerly prolongation of the boundary between the lands bearing PIN 37318-0094 and PIN 37318-0096; Municipality of West Grey, County of Grey; and

3. That Staff be directed to proceed with the acquisition prior to County Council approval as per Section 25.6 b) of the procedural by-law.

Executive Summary

PIN 37318-0491 is a parcel of vacant land adjacent to Grey County Housing’s Twin Pines Building located at 315 Bruce Street in Durham. PIN 37318-0491 contains those lands shown in both transparent and solid green on the map below.
Grey County is completing this report to acquire the portion of PIN 37318-0491 shown in solid green on map below from 1993934 Ontario Inc. to enable legal access to and from Grey Road 4 for Grey County and Owen Sound Housing Corporation’s property.

Grey County wishes to divide the property identified as PIN 37318-0491 and acquire the portion of the land which abuts the Twin Pines property.

Background and Discussion

PIN 37318-0491 is a narrow parcel of vacant land (highlighted in green on the map below) adjacent to Grey County Housing’s Twin Pines Building located at 315 Bruce Street in Durham, which is identified as PIN 37318-0096 (highlighted in red on map below). It sits between the Twin Pines property and Grey Road 4.

The parcel also abuts the property north of the Twin Pines property, which property was transferred by the County to 1993934 Ontario Inc., through RFP-HOU-17-18. That property is identified as PIN 37318-0094 (highlighted in yellow on map below).

The land in the parcel was expropriated by the Department of Highways by registered instrument number DEP571 on January 22, 1948. However, they were subsequently abandoned by the province by registered instrument number DEP594 on April 25, 1948. At that time ownership of the lands reverted back to their original owner Troyle Doyle Braithwaite. Troyle Doyle Braithwaite was then the owner of the both the abutting PIN 37318-0094 and PIN 37318-0096 parcels. He later conveyed those parcels away, but failed to include the PIN 37318-0491 parcel.

As a result the lands contained in PIN 37318-0491 remained in the name of Troyle Doyle Braithwaite for a long period of time.

The County attempted to track down a descendant of the late Troyle Doyle Braithwaite in 2017 but was unable to locate an Estate Trustee.

As you may recall the County was successful in acquiring PIN 37318-0094 from the Ministry of Infrastructure through the Forfeited Corporate Property Act in June of 2018.

The County later transferred PIN 37318-0094 to 1993934 Ontario Inc. through RFP-HOU-17-18 in December of 2018.

1993934 Ontario Inc. pursued legal help to locate the descendants of Troyle Doyle Braithwaite and successfully obtained title to the lands shown in PIN 37318-0491 on May 7, 2019.

Grey County wishes to divide the property identified as PIN 37318-0491 and acquire the portion of the land which abuts the Twin Pines property. The acquisition of the portion of
land abutting the Twin Pines property will ensure legal access to and from Grey Road 4. The remaining land is considered to be merged with 1993934 Ontario Inc.’s parcel.

1993934 Ontario Inc. has requested that we provide compensation of 50% of the legal fees that they incurred while acquiring these lands from the Braithwaite Estate, as well as cover the legal and survey costs.

The property may later be transferred to the Grey County and Owen Sound Housing Corporation, to merge with the Twin Pines property.

Legal and Legislated Requirements

Private ownership of this parcel results in potential issues with legal access from Grey Road 4 to the Twin Pines property owned by Grey County and Owen Sound Housing Corporation.

Financial and Resource Implications

Schedule ‘A’ of Grey County’s Purchasing Policy 7-1-2020 allows for Direct Purchase for costs under $5,000.00. Staff obtained two estimates from local surveyors. A third surveyor has indicated that they respectfully decline to submit a quote. The cost of the survey is estimated to be between $3,390.00 and $3,955.00.

The Purchase Price for the lands is $9,177.23.

The legal cost to finalize the transfer is estimated to be $1,500.00.

The anticipated total cost of the acquisition is expected to be approximately $14,632.23.

The funding will come from the Housing 2020 budget

Relevant Consultation

☒ Internal – Director of Legal Services, Clerks Department, Housing Department
☒ External – Johnson & Schwass Professional Corporation, 1993934 Ontario Inc.

Appendices and Attachments

Map
Draft Agreement of Purchase and Sale
Grey County Purchasing Policy
AGREEMENT OF PURCHASE AND SALE

THIS AGREEMENT made this _______ day of _____________________, 2020

BETWEEN:

1993934 Ontario Inc.

(hereinafter called the “Seller”)

-And-

The Corporation of the County of Grey

(hereinafter called the “Purchaser”)

WHEREAS the Seller is the registered owner of lands situated in the Municipality of West Grey, in the County of Grey more particularly described in Schedule “A” hereto (the “Property”);

AND WHEREAS the Property is adjacent to the Purchasers affordable housing building known as Twin Pines (Durham) located at 315 Bruce Street North, Durham, Ontario (the “County Property”);

AND WHEREAS the Property consists of certain lands where were inadvertently severed from the Property and the County Property, such that ownership of the Property was uncertain for a period of many years prior to its acquisition by the Seller;

AND WHEREAS the Seller expended the sum of $18,354.46 to identify the actual owner of the Property and to purchase the Property from that person;

AND WHEREAS the Purchaser hereby offers to purchase the Property from the Seller on the terms and conditions hereinafter set out, for a purchase price of $9,177.23, which represents 50% of the costs incurred by the Seller described above;

NOW THEREFORE in consideration of the mutual terms and covenants hereinafter set out, including payment of the purchase price set out below, and other good and valuable consideration (the receipt and sufficiency of which are acknowledged), the parties agree as follows:

1.0 Definitions

In this Agreement:
1.1 “Agreement” means this Agreement of Purchase and Sale and all schedules forming part of the Agreement.

1.2 “Business Day” means any day on which the County of Grey normally conducts business.

1.3 “Closing” means the closing of this Transaction, including the payment of the Purchase Price and the delivery of the closing documents in accordance with the provisions of this Agreement.

1.4 “Closing Date” means the date agreed to between the Seller and Purchaser in accordance with Section 5.1 of this Agreement.

1.5 “Date of Acceptance” means the date the Seller approves and signs this Agreement.

1.6 “Irrevocable Date” means the date by which the Seller must accept the terms of this Agreement. For the purposes of this Agreement the Irrevocable Date is the date referred to in Section 3.1.

1.7 “Property” means property more particularly described in Schedule “A” of this Agreement.

1.8 “Purchase Price” means the total consideration as set out in Section 2.1 of this Agreement.

1.9 “Purchaser” means The Corporation of the County of Grey.

1.10 “Seller” means 1993934 Ontario Inc.

2.0 Purchase Price

2.1 The Seller agrees to transfer the Property to the Purchaser and the Purchaser agrees to accept the Property from the Seller for the Purchase Price of Nine Thousand one Hundred and Seventy Seven Dollars and Twenty Three Cents ($9,177.23) Canadian which shall be paid by the Purchaser to the Seller for the Property, on Closing.

2.2 The Seller and Purchaser agree that any and all fixtures, improvements, trees or shrubs within the Property are included in the Purchase Price. The Seller and Purchaser agree that there are no items to be excluded from this transaction.

2.3 The Purchaser submits upon acceptance a deposit in the amount of One Thousand Dollars ($1,000.00) Canadian payable to the Sellers solicitor. The deposit shall be held in trust by the Sellers solicitor without interest pending completion or other termination of this Agreement and shall be credited toward the Purchase Price on closing.
2.4 The balance of the Purchase Price shall be paid prior to 4:00 p.m. on the Closing Date, by the Purchaser to the Seller, by way of a cheque made payable to the Sellers lawyer or as they may direct.

3.0 Irrevocable Date

3.1 This offer shall be irrevocable by the Seller until 4:00 p.m. on the 18th day of February, 2020, after which time, if not accepted by the Purchaser, this offer shall be null and void and the deposit shall be returned to the Purchaser in full without interest.

4.0 HST

4.1 If the sale of the property is subject to Harmonized Sales Tax (H.S.T.), then such tax shall be in addition to the Purchase Price.

4.2 The Purchaser agrees to provide to the Seller, on or before closing, confirmation that the Purchaser is an H.S.T. registrant under the Excise Tax Act, in a form satisfactory to the Seller to the effect that the Purchaser shall remit as required by the Excise Tax Act any H.S.T. payable in respect of the sale of the Property and shall indemnify the Seller in respect of any H.S.T. so payable.

5.0 Closing Date

5.1 The closing date of this transaction shall be determined in writing by the Purchaser and the Seller immediately following receipt of a survey, prepared by a licensed Ontario Land Surveyor, which provides a registerable description of the Subject Lands. It is hereby agreed that the County will be engaging a surveyor to complete the required survey work and will cover all costs associated with said survey.

5.2 The parties hereby agree to endeavour to close the transaction within fifteen (15) business days of receipt of the registered survey. The anticipated closing date is on or before the 31st day of March, 2020.

6.0 Purchasers Indemnity

6.1 The Purchaser acknowledges and agrees that:

a) It has satisfied itself with respect to the applicable land use regulations and agrees to purchase the Property subject to such existing zoning and other land use policies and regulations.
b) It shall not call for the production of any title deed, abstract, survey or other evidence of title to the Property, except those that are in the possession or control of the Seller.

c) It is acquiring the Property in an “As Is Where Is” basis, including improvements, structures, trees and shrubs.

6.2 In agreeing to purchase the Property in an “As Is Where Is” basis, the Purchaser acknowledges and agrees that:

a) The Seller makes no representations to the Purchaser as to the zoning of the Property or any improvements or structures, whether for the intended use or otherwise.

b) The Seller shall have no responsibility whatsoever to remedy any defect, comply with any work order or complete any unfinished work.

c) The Seller makes no representations or warranties whatsoever, either expressed or implied, as to the existence or non-existence of any asbestos, PCB’s, radioactive substances or any other substances, liquids or materials or contaminants which may be hazardous or toxic or require removal and disposal pursuant to the provisions of any applicable legislation (all of the foregoing being hereinafter called “Environmental Matters”). The Purchaser is relying upon its own investigations, if any, in this regard. From and after the Closing Date, the Property shall be the sole risk of the Purchaser, and the Seller, its successors and assigns, will have no further liability in respect of any Environmental Matters. The Purchaser covenants and agrees that this covenant shall survive and not merge on closing of this transaction, to indemnify and save harmless the Seller in respect of any claims, demands, losses, damages, in any way related directly or indirectly to any Environmental Matters and in respect of orders or claims, charges or requirements whatsoever of any Municipal, Provincial, Federal or other governmental body, board, commission, authority, department or Ministry, or employees, officials or representatives thereof.

d) The Purchaser acknowledges having inspected the Property prior to the Closing Date and is relying on its own due diligence as to the condition of the Property and improvements.

6.3 The Purchaser covenants and agrees that, effective as of the Closing Date, the Purchaser shall forever release the Seller and its successors and assigns from and against all losses, damages, claims, fines, liabilities, actions, suits, in any way arising, directly or indirectly by reason of the presence on the Property of any contaminant, pollutant, dangerous substance wastes (liquid or
solid) or toxic substance or the escape thereof in the air or onto adjacent properties or Property including rivers, streams, and ground waters, (collectively the “Substances”), whether produced, created or generated before or after the Closing Date and such indemnity shall include any order, decree, judgment or demand under law, regulation or order applicable thereto. The Purchaser, its successors and assigns, hereby agree to indemnify and hold harmless the Seller, its successors and assigns from any and all costs, claims demands, liabilities and damages arising out of or in any way connected with any state, quality or condition in, or of, the Property, including, but not limited to, the existence of any Substances existing as of, or prior to the Closing Date and thereafter, whether environmental or otherwise, whether imposed by law, equity or any federal, provincial or municipal law, rules or regulations or by any regulatory authority. The provisions of this section shall survive closing and any subsequent sale or transfer of the Purchaser’s interest in the Property.

7.0 Risk

7.1 From and including the Closing Date, the Property shall be entirely at the risk of the Purchaser and the Purchaser shall accept and assume all responsibilities and liabilities arising out of or in any way connected with the Property whether they arose before, on or after the Closing Date and, without being limited by the foregoing, include any state, nature, quality or condition in, on under or near the Property existing on Closing, whenever and however arising, whether known or unknown environmental or otherwise, and whether such responsibilities and liabilities are imposed by law, equity or any Authority.

8.0 Warranties, Representation and Covenants

8.1 The Purchaser agrees to accept title to the Property subject to municipal requirements, including building and zoning by-laws, easements for hydro, gas, telephone and similar services to the Property or any part thereof, and to restrictions and covenants that run with the Property or any part thereof, including but not limited to:

a) All registered and unregistered easements existing at the date of acceptance of this Agreement;

b) Existing by-law(s);

c) Other agreements and restrictions on title to the extent that they have been complied with;

d) Any existing environmental conditions or contamination to the site.
8.2 The Seller warrants and represents to the Purchaser that the Seller is not a non-resident of Canada within the meaning and intended purpose of Section 116 of the Income Tax Act, R.S.C. 1985, c.1.

8.3 Any information provided by the Seller or its agents and any comments made by the Seller, its employees, officers, directors, appointees, agents or consultants are for the assistance of the Purchaser in allowing it to make its own inquiries. The Seller makes no representations or warranties as to, and takes no responsibility for, the accuracy or completeness of any information it has provided to the Purchaser.

8.4 The Seller makes no representations to the Purchaser regarding the title to or the condition of the Property.

8.5 The Seller agrees to provide vacant possession of the Property to the Purchaser on the Closing Date, unless otherwise agreed to in writing by the Seller and Purchaser.

9.0 Discharge

9.1 The Seller agrees to discharge any existing mortgages, liens, or other encumbrances now registered against the Property on or before the Completion Date at the Seller’s expense.

10.0 Preparation of Transfer/Deed Documents

10.1 The Transfer/Deed of the Land will be prepared by the Purchaser including the Affidavit of Residence and Value of the Consideration (“Land Transfer Tax Affidavit”).

10.2 The Purchaser shall be responsible for the payment of Land Transfer Tax and registration fees and any other taxes and fees payable in connection with the registration of the Transfer/Deed of the Property. The Purchaser shall pay its own legal costs and registration costs. The Purchaser agrees to cover all reasonable legal costs of the Seller associated with this transfer including costs associated with registration of partial discharges that arise from the transfer of the Property.

11.0 Electronic Registration

11.1 Where the Property is in an area where electronic registration is mandatory and the transaction will be completed by electronic registration pursuant to Part III of the Land Registration Reform Act, R.S.O. 1990, c. L.4, and the Electronic Registration Act, S.O. 1991, c.44, and any amendments thereto, the Seller and Purchaser acknowledge and agree that the exchange of closing
funds, non-registrable documents and other closing deliverables provided for herein and the release thereof to the Seller and Purchaser will:

a) Not occur at the same time as the registration of the Transfer/Deed (and any other documents intended to be registered in connection with the completion of this transaction); and

b) Be subject to conditions whereby the lawyer(s) receiving any of the closing deliverables will be required to hold same in escrow and not release same except in accordance with the terms of the latest Document Registration Agreement recommended from time to time by the Law Society of Upper Canada.

12.0 Closing Deliverables

12.1 Subject to the provisions of this Agreement, the Seller covenants that it shall execute or cause to be executed and shall deliver or cause to be delivered to the Purchaser or the Purchaser’s solicitor on or before the Closing Date, each of the following:

a) Vacant possession of the Property;

b) An executed Transfer/Deed of Land in registrable form duly executed by the Seller in favour of the Purchaser (save for any Land Transfer Tax Affidavit);

c) Direction regarding the payment of funds;

d) Statement of Adjustments, which will be deliverable at least five (5) business days prior to the Closing Date;

e) Undertaking to re-adjust the statement of adjustments, if necessary, upon written demand following closing; and

f) Such other deeds, conveyances and other documents contemplated in this Agreement or as the Purchaser or its solicitors may reasonably require in order to implement the intent of this Agreement.

12.2 Subject to the provisions of this Agreement, the Purchaser shall execute or cause to be executed and shall deliver or cause to be delivered to the Seller or the Seller’s Solicitor on or before the Closing Date:

a) Certified cheque or bank draft made payable to Sellers solicitor for the balance of the Purchase Price due on the Closing Date;

b) Direction regarding title, if necessary;

c) Undertaking to re-adjust the statement of adjustments, if necessary, upon written demand following closing.
d) HST Declaration and Indemnity, as contemplated in Section 4.2, if applicable;

e) Such other resolutions and other documents as the Seller or its solicitors may reasonably require in order to implement the intent of this Agreement.

13.0 Time

13.1 Time shall be in all respects of the essence hereof provided that the time for doing or completing any matter herein may be extended or abridged by an agreement in writing signed by the Seller and the Purchaser or by their respective solicitors who are hereby expressly appointed in this regard.

14.0 Notice

14.1 Any notice required to be given, served or delivered must be in writing and sent to the other party at the address indicated below, or to such other address as may be designated by notice provided by either party to the other.

For the Purchaser:

595 9th Avenue East
Owen Sound, ON N4K 3E3
Attention: Lacey Thompson, Contract and Real Estate Coordinator
Telephone Number: 519-372-0219 ext. 1390

And to the Purchasers Solicitor at:

The Alliance Lawyers
142 10th Street West
Owen Sound, ON N4K 3P9
Attention: Rob Robinson
Telephone Number 519-376-7450

For the Seller:

1993934 Ontario Inc.
323108 Durham Road East
Durham, ON N0H 1R0
Attention: Kevin Tremble
Telephone Number:

And to the Sellers Solicitor at:
14.2 Any notice to be given by either party to the other shall, in the absence of proof to the contrary, be deemed to have been received by the addressee if
a) delivered personally on a business day, then on the day of delivery;
b) sent by prepaid registered post, then on the second day following the registration thereof;
c) sent by ordinary mail, then on the fifth business day following the date on which it was mailed; or
d) sent by facsimile or email, upon confirmation of successful transmission of the notice.

15.0 Headings

15.1 The headings inserted into this Agreement are inserted for convenience only and shall not be used as a means of interpreting this Agreement.

16.0 Enforceability

16.1 The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any provision hereof and any such invalid or unenforceable provision shall be deemed to be severable.

17.0 Governing Law

17.1 This Agreement shall be governed by and construed and interpreted in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein. The parties hereby irrevocably attorn to the exclusive jurisdiction of the courts of Ontario with respect to any matter arising under or related to this Agreement.

18.0 Amendment of Agreement

18.1 None of the terms, conditions or provisions of this Agreement shall be held to have been changed, waived, varied, modified or altered by any act or statement of either party, its respective agents, servants or employees unless done so in writing and signed by both parties.
19.0 Successors and Assigns

19.1 This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assigns.

19.2 Neither party may assign all or any part of this Agreement without the prior written approval of the other party.

20.0 No Waiver

20.1 No term, agreement, provision, obligation or condition of this Agreement shall be deemed to have been waived by any party, unless such waiver is in writing and signed by the parties.

20.2 No waiver of any provision of the Agreement shall be deemed to or shall constitute a waiver of any other provisions, whether or not similar, nor shall such waiver constitute a continuing waiver unless expressly provided.

21.0 Dispute Resolution

21.1 A dispute between the parties relating to the interpretation or implementation of this Agreement will be addressed through good faith negotiation, with or without the assistance of a mediator. The parties agree that in the event that they are not able to reach a resolution of all the matters in dispute after mediation, then the matters remaining in dispute will be finally determined by arbitration in accordance with the provisions of the Ontario Arbitrations Act.

21.2 The location for any such arbitration hearing will be within the County of Grey at a location to be determined by the County.

IN WITNESS WHEREOF THE PARTIES hereunto attested by the hands of the proper officers duly authorized in that behalf as of the day and year first written above.

1993934 Ontario Inc.

______________________________________
Name:
Title:

______________________________________
We have Authority to Bind the Corporation

The Corporation of the County of Grey

_______________________________
Paul McQueen, Warden

_______________________________
Heather Morrison, Clerk

We have Authority to Bind the Corporation
SCHEDULE “A”

LEGAL DESCRIPTION OF LANDS

All those lands comprising part of Park Lot 8 described in a document deposited in the local Land Registry Office Grey No. 16 on the 13th day of October, 1984 as instrument No. DEP594 lying south of the westerly prolongation of the boundary between the lands bearing PIN 37318-0094 and PIN 37318-0096, described as Part ______ on reference plan 16R-______”.

Municipal Address: Not Assigned

Part of PIN 37318-0491
Committee Report

To: Warden McQueen and Members of Grey County Council
Committee Date: February 13, 2020
Subject / Report No: CAOR-CW-02-20
Title: Blue Mountain Taskforce Review and Direction
Prepared by: Kim Wingrove and Heather Morrison
Reviewed by:
Lower Tier(s) Affected: Town of the Blue Mountains
Status:

Recommendation

1. That Report CAOR-CW-02-20 regarding the future of the Grey County – The Blue Mountains Task Force be received; and

2. That Council support the 2020 workplan as outlined; and

3. That the Taskforce be concluded and future issues and requests from the Town of the Blue Mountains, be brought to the Committee of the Whole for consideration.

Executive Summary

The Grey County-Blue Mountains Task Force was established in 2017. It was struck in response to a request from the Town of the Blue Mountains to find solutions to resolve existing disagreement between the Town and the County regarding the Town’s share of the County’s annual levy. While the ability to make changes to the apportionment of the levy or implementation of tax capping at a municipality level was confirmed to be a provincial matter, other items of shared interest have been addressed to date.

Recently, potential taskforce agenda items have been deemed to be more appropriately brought to the Committee of the Whole, as they are of interest to all member municipalities. At the December 12, 2019 meeting, a motion was supported requesting a staff report on the future of the Task Force.
Background and Discussion

At the meeting held December 12, 2019, Grey County Committee of the Whole passed a resolution that requested staff bring forward a staff report in early 2020 regarding the future of the Grey County – Blue Mountains Task Force, and appointed Councillors Keaveney, Desai, Mackey and the Warden to the Task Force for 2020.

This joint task force between Grey County and the Town of the Blue Mountains was established in 2017 as per report CAOR-CW-08-17 and resolution CW-63-17 which stated “That staff be directed to work with the Town of the Blue Mountains to develop a terms of reference for a Task Force comprised of elected officials and staff to have dialogue which examines issues”.

To date, the Task Force has met approximately 9 times. The Warden and Mayor of the Blue Mountains alternate Chairing the meetings.

Subjects, Discussions and Resolutions to Date

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<td>Staff provided information regarding the current practices and status quo was supported by the Task Force</td>
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<td>Paved Shoulders</td>
<td>Transportation Services paves all shoulders when construction is completed on County roads within the Blue Mountains</td>
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<tr>
<td>Grey County Services in The Blue Mountains</td>
<td>Service summary document prepared and reviewed Grey County Services in The Blue Mountains</td>
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<tr>
<td>Weighted Votes at Grey County</td>
<td>Provided rationale for weighted votes based on County of Grey Act</td>
</tr>
<tr>
<td>Forest Management By-law</td>
<td>Discussion referred to Grey County Council. County By-law is currently being updated</td>
</tr>
<tr>
<td>Grey County Community Improvement Plan Value for Money assessment</td>
<td>Program to be evaluated after first year</td>
</tr>
<tr>
<td>Closure of Simcoe Road 91</td>
<td>Various letters sent from Grey County Council not supporting the closure</td>
</tr>
<tr>
<td>Drainage issues on Grey Roads 19 and 21</td>
<td>Both the Town and County received National Disaster Mitigation funding to collect elevation data to identify best practices to mitigate stormwater management/drainage risks</td>
</tr>
<tr>
<td>Physician Recruitment and Support for Collingwood GMH Hospital Funding</td>
<td>Health Care Funding Task Force established in 2019 Health Care Funding Task Force Terms of Reference</td>
</tr>
</tbody>
</table>
Confirming billing is as governed by the Assessment Act. MPAC attended a County Council meeting to provide updated information on its role and assessment practices.

County undertook significant advocacy work to secure funding for community transportation along Highway 26 servicing Blue Mountains with an anticipated commencement in 2020.

Staff confirmed the process for collection of development charges.

### 2020 Grey-TBM Workplan

Joint initiatives proposed to be undertaken this year include:

- Grey providing financial support to The Blue Mountains attainable housing project via 2019 Blue Mountains supplemental assessment and $20,000 under the Community Improvement Plan
- Completion of a drainage master plan by the Town, County and Grey Sauble Conservation Authority
- Collaboration with Grey Sauble Conservation Authority, Niagara Escarpment Commission, Ministry of Natural Resources & Forestry in review of Tree Preservation/Tree Cutting By-law(s)
- Advocacy with the MTO regarding the completion of a highway 26 transportation sub-master plan
- Collaboration in the development of the 2020 Transportation Master Plan that is being initiated The Blue Mountains
- Collaboration with The Blue Mountains, Collingwood, Simcoe and Blue Mountain Resort on the completion of the planning work for the roundabout at Grey Road 19 and Simcoe Road 21.

### Moving Discussions to Committee of the Whole

By definition, a taskforce is a temporary arrangement struck to deal with an issue. Over the past three years, the taskforce members have had meaningful discussions on many items, however the question of fairness continues to be raised by some groups and individuals. Moving any future negotiations toward successful resolution will require an agreement among the parties. Bringing matters to the Committee of the Whole would facilitate this process by providing the opportunity for all of Grey County Council to
participate in the discussion, thereby building understanding and awareness among all parties.

Legal and Legislated Requirements

None with this report.

Financial and Resource Implications

Staff time, mileage and per diems are required for meetings scheduled outside of regularly scheduled County meetings. Staff continue to accommodate meetings on days when most councillors are in the office already to alleviate extra costs.

Relevant Consultation

☑️ Internal – Grey County senior management

☒ External – Shawn Everitt, CAO, The Blue Mountains

Appendices and Attachments

CAOR-CW-08-17 – Grey County / The Blue Mountains Task Force Terms of Reference

Terms of Reference
Recommendation

1. That Report PDR-CW-11-20 regarding the University of Guelph student project on Subdivision Guidelines for Grey County be received for information.

Executive Summary

The County is partnering with students from University of Guelph Masters of Rural Planning and Development program to undertake the creation of guidelines for new subdivision development in Grey County. This study is being completed as part of the students’ course work for their Masters in Planning, and will benefit the County and member municipalities. As part of the study, the students will develop a guideline document to profile what Grey County promotes for new subdivisions and condominiums across the County. Outreach in the form of stakeholder interviews, in addition to background research and a review of other municipal approaches, will be completed to inform this project. The students will complete and present their findings in April 2020.

Background and Discussion

Within Recolour Grey, and associated municipal official plans, there are policies that apply to new residential development across the County. These policies provide high-level guidance on; lot density, preservation of environmental features, types of residential development, and transportation issues. County Planning staff are partnering with students from University of Guelph Masters of Rural Planning and Development program to study this issue further. Gillian Smith, Sean Jeffrey, Laura Biancolin and Vanessa Lightle will be working on a detailed guide to help the County better illustrate the principles being sought to create healthy livable new housing developments. For example, this guide may provide examples of road networks that
allow for the efficient movement of pedestrians, cyclists and vehicles. It may also point to providing ranges of housing types and sizes within a single development, to better accommodate the needs or current and future residents.

The process to develop these guidelines will include:

- a jurisdictional scan of other county and municipal approaches to subdivision and condominium design,
- reviewing any Federal/Provincial legislation or policy to be adhered to, and
- stakeholder interviews with Grey County / member municipal staff, as well as developers, planning consultants, and Health Unit staff to get their opinions on what needs to be considered for this guideline.

Staff are cognizant that the scope of this study needs to be detailed enough such that it actually informs new subdivision design. However, the guideline must have flexibility to allow for community specific autonomy (i.e. a subdivision in The Blue Mountains may look different than a subdivision in Owen Sound). Furthermore, the student team is working within a very limited timeframe (the guideline needs to be completed by early April 2020), which is partnered with their workload from other classes as well.

As part of this study, County staff will supply background resources to the students and connect them to County, Municipal, and Health Unit staff, as well as the development community for their input on this project.

The County has been lucky enough to partner with the University of Guelph Masters of Rural Planning and Development program on four other occasions, and in all instances received high quality results. The results of these four past studies have been incorporated into Recolour Grey.

The results of this study have been tentatively slated to be presented at a Committee of the Whole meeting in April.

Legal and Legislated Requirements

There are no legal or legislative considerations at this time.

Financial and Resource Implications

The work completed by the student consulting team is without cost to the County, and done as part of the coursework for their master’s degree. County staff are grateful to the students’ efforts in this regard, and would note that having to pay a consultant to complete a similar guideline would likely cost between $25,000 - $35,000.

Relevant Consultation

☒ Internal: Planning, Transportation Services, Housing, and Economic Development staff will all be consulted as part of this study.

☒ External: Municipal staff, Developers, Planning Consultants and Health Unit staff will be
consulted as part of this study.

Appendices and Attachments

None
Committee Report

To: Warden McQueen and Members of Grey County Council

Committee Date: February 13, 2020

Subject / Report No: PDR-CW-12-20

Title: Markdale Hospital Land Transfer

Prepared by: Randy Scherzer

Reviewed by: Kim Wingrove

Lower Tier(s) Affected: Municipality of Grey Highlands

Status:

Recommendation

1. That Report PDR-CW-12-20 Hospital Land Transfer be received; and

2. That the principles of the land transfer agreement are hereby endorsed in principle and that staff be directed to finalize the agreement and present it to Council for consideration along with a by-law to authorize the Warden and Clerk to sign the final land transfer agreement.

Executive Summary

In 2005, the County committed to transferring the land around Grey Gables to Grey Bruce Health Services in order to construct the new hospital in Markdale. The concept and siting of the facility has changed from what was originally conceived. The province is expected to provide final approvals of the detailed project plan soon. Staff have been working with Grey Bruce Health Services to develop the required land transfer agreement. This report provides an overview of the principles that would be contained in the land transfer agreement. With Council endorsement of this report, staff will work with Grey Bruce Health Services to finalize the land transfer agreement and bring it forward for Council’s consideration.

Background and Discussion

On September 6, 2005, Council enacted and passed By-law 4245-05 (see link in the Attachments section) being a by-law to authorize capital grants totaling $1,000,000 for
the new Markdale Hospital. The by-law includes a commitment to transfer lands directly adjacent to the Grey Gables Long-Term Care facility to Grey Bruce Health Services for the construction of the new Markdale Hospital (see Figure 1 below showing the current Grey Gables property). Previous concept plans indicated that a total of 12 acres was required for the new hospital.

Following further site review and discussions with the province, the concept plan was changed. The proposed Markdale Hospital will now be located behind the Grey Gables site (see Figure 2 below for an excerpt of the latest site plan for the new hospital) and requires additional property to allow for any future expansion or renovation of the facility.

**Figure 1: Grey Gables Property**

In February 2015, Council approved a motion supporting the transfer of the lands in principle and directing staff to conduct a property appraisal to determine the value of the lands to be transferred and to prepare a land transfer agreement.

A property appraisal determined that the value of the lands to be transferred, once required site remediation was accounted for, is $220,000 (see [Property Appraisal](#)). Subtracting the value of the lands from the $1,000,000 contribution results in a capital contribution of $780,000 minus fees associated with the survey and the appraisal.
Grey Bruce Health Services does not anticipate any further changes to the latest site plan shown in Figure 2 below. The lands to be retained by the County are outlined in the thick black line in Figure 2. The remaining lands would be transferred to Grey Bruce Health Services, including the existing entrance ways to the north and south of Grey Gables.

**Figure 2: Excerpt of Markdale Hospital Site Plan**

Principles of the Land Transfer Agreement

The land transfer agreement will enable the hospital project to proceed and also have regard for the County’s interests as discussed in 2015 and outlined in Report PDR-CS-07-15. The proposed key principles to be included in the land transfer agreement are:

- Clauses regarding easements over the shared entrances and how future maintenance costs will be shared including a cost sharing agreement that will be included as a schedule to the land transfer agreement.

- Clauses to indicate that should Grey Bruce Health Services not proceed with the construction of the Markdale Hospital, Grey Bruce Health Services agrees to transfer the lands back to the County at no cost.
• All costs attributable to the construction of the Markdale Hospital will be the responsibility of Grey Bruce Health Services.

• Any removal of material from the property, contaminated or otherwise, shall be removed and treated at the expense of Grey Bruce Health Services.

• Financial arrangements including the County’s contribution towards the new Markdale Hospital as previously committed by Council minus the appraised value of the lands which works out to be $780,000 minus the costs of the appraisal and the survey of the Property. These funds have been placed in a reserve and will be transferred to GBHS upon the latter of the date of latest building permit or the date on which GBHS receives all necessary approvals under the Public Hospital Act to commence construction.

• The 2005 by-law indicated that the funds and the lands would be transferred to the Centre Grey Hospital Services Foundation. A schedule will be included in the agreement to appoint Grey Bruce Health Services as the Foundation’s agent in respect of the lands and the funds to be transferred from the County.

• A schedule that will provide the County with an option to repurchase property for $2 if the land is required for a new Grey Gables facility.

Easements and Entrances

The land transfer agreement will include details about the easements to be granted to the County. Should Committee of the Whole support in principle the details to be included in the land transfer agreement, County staff will work with GBHS to finalize the agreement and bring it forward to Council for consideration.

The lands to be transferred to GBHS include the existing north and south entrances (as shown in purple on ‘Figure 3 – Proposed Easements’) as these need to be upgraded and capital funding is only available for property that the GBHS owns. Easements would be applied to the entrance lands in favour of the County in order to allow for access and servicing to Grey Gables. While the initial upgrades to these entrances will be at the cost of Grey Bruce Health Services, the Land Transfer Agreement will indicate that any future maintenance costs associated with the shared entrances will be shared on a 60%/40% basis with Grey Bruce Health Services paying 60% and the County paying 40%.

The easements identified in blue on Figure 3 would be provided in favour of the Municipality of Grey Highlands which provides the opportunity for a future pedestrian connection to Queen Street as well as a watermain connection from Queen Street out to Toronto Street/Highway 10.
The proposed easement highlighted in green identifies the location of the sanitary sewer easement.

The area highlighted in yellow on Figure 3 is the existing overhead hydro line easement.

The easement identified in red on Figure 3 is a proposed storm easement that would be provided to Grey County. The proposed storm easement identifies lands where there is an existing culvert that provides an outlet for storm water from the Grey Gables facility. Grey Bruce Health Services is also proposing to construct a drainage swale within the proposed easement lands that would better direct the storm water from the existing culvert to the rear portion of the site into an existing wet area.

Consideration for Grey Gables Redevelopment

Council approved a motion in late 2019 to apply to the Province for an additional 62 beds for Grey Gables which would allow for the construction of a new 128 bed facility. If
the application is approved by the Province, staff wanted to ensure that there was sufficient lands being retained to accommodate the new facility. The County engaged the services of Glos and Associates Inc. (Glos) who are architects with experience in designing long-term care facilities. Glos prepared a draft site plan which shows that a new 128 bed facility could be constructed on the proposed lands to be retained by the County (see Figure 4 – Proposed Site Plan for Potential New Grey Gables).

Figure 4: Proposed Site Plan for Potential New Grey Gables

Glos did indicate that, depending upon the municipal parking requirements, additional land for overflow parking may be required. Most of the additional parking can be accommodated on the proposed retained lands, however some additional lands may be required not only for parking but also for managing stormwater from the proposed new facility. County staff had initial discussions with Grey Bruce Health Services regarding...
these matters and there is a willingness to explore options for shared parking or storm water management facilities if required. As an additional safeguard, the land transfer agreement will provide an option for the County to acquire some of the lands back from GBHS that GBHS may no longer require for the construction and operation of the new Hospital. The lands to be optioned are located directly south of the existing southern entrance which would also contain the proposed drainage easement lands.

Legal and Legislated Requirements

Planning Act

Municipal Act

This transaction is exempt from Grey County’s Sale of Land Procedure G-GEN-003-001 as per section 4 h) which states “Real property sold to any municipality, local board, school board, conservation authority, a corporation that operates a public hospital or the Crown in right of Ontario or Canada and its agencies.”

Financial and Resource Implications

Council previously committed to contributing a total of $1,000,000 towards the construction of the new Markdale Hospital which included lands to be transferred for the new build. The net value of the lands have been appraised at $220,000 and therefore the actual capital contribution from the County would be $780,000 minus the fees associated with the survey and the appraisal. Funds have been set aside in a reserve since 2006 anticipating the capital contribution towards the hospital and therefore there are sufficient funds in the reserve to cover off the capital contribution. Payments will not be processed until such terms to be outlined in the land transfer agreement have been met.

Relevant Consultation

☒ Internal (Clerks Department, Finance Department, Long Term Care Department, Agreement Staff, Legal)

☒ External (Grey Bruce Health Services, Municipality of Grey Highlands)

Appendices and Attachments

By Law 4245-05 Centre Grey Health Services - Capital Grant for Hospital Building Fund
PDR-CS-07-15 – Markdale Hospital Report
Markdale Hospital Site Plan – November 2019