1. Call to Order
2. O Canada
3. Roll Call
4. Declaration of Pecuniary Interest
5. Adoption of Minutes
   a. County Council and Committee of the Whole minutes dated June 28, 2018
      
      That the minutes of the County Council meeting and Committee of the Whole meeting dated June 28, 2018 and the resolutions contained therein, be adopted as presented.
   b. Committee of the Whole closed meeting minutes dated June 28, 2018
      
      That the Committee of the Whole closed meeting minutes dated June 28, 2018 be adopted as provided to County Council.
   c. Long-Term Care Committee of Management minutes dated July 4, 2018
      
      That the minutes of the Long-Term Care Committee of Management meeting dated July 4, 2018 and the resolutions contained therein, be adopted as presented.
   d. Long-Term Care Committee of Management closed meeting minutes dated July 4, 2018
      
      That the Long-Term Care Committee of Management closed meeting minutes dated July 4, 2018 be adopted as provided to County Council.
6. Reports
   a. Board of Health Report dated June 22, 2018
      
      That the Board of Health Report dated June 22, 2018, be received for information.
   b. LTCR-CC-26-18 Long-Term Care Management Services
That report LTCR-CC-26-18, Long Term Care Management Services be received; and

That the current Independent Contractor Agreement with Sienna Senior Living be amended to reflect the execution of a Management Contract for all three homes in order to achieve accreditation and realize efficiencies and service quality improvements; and

That a by-law be brought forward for Council’s consideration; and

That the Warden and Clerk be authorized to execute any documents and agreements required by this approval; and

That Council consider and provide direction on one of the following funding options;

Option 1

That the cost for a full service management contract be prorated for the remainder of 2018 and funded from each of the homes respective reserves, and the costs for future years be included in the respective homes’ operating budgets; and

That any surpluses from Long Term Care operations, and/or any corporate surpluses that have no required specific departmental needs realized in 2018 budget year, be used to repay the respective reserves used to fund this full service management contract in 2018.

Option 2

That the cost for a full service management contract be prorated for the remainder of 2018 and funded from each of the homes respective reserves; and

That for the 2019 budget year, 25% of the 2019 management contract cost be funded from taxation and the remaining balance be funded from the Administration Pay Equity Reserve; and

That any surplus from Long Term Care operations, and/or any corporate surpluses that have no required specific departmental needs realized in the 2018 and 2019 budget years, be used to repay the respective reserves used to fund this full service management contract in 2018 and 2019.

Option 3

That the cost for a full service management contract be prorated for the remainder of 2018 and funded from each of the homes respective reserves; and

That for the 2019 budget year, that $400,000 of the $1,361,010 in taxation funding contained in the 2018 budget as a Transfer to Reserve for Long Term
Care Redevelopment, be utilized to fund the full service management contract and the remaining balance be funded from the Administration Pay Equity Reserve; and

That any surplus from Long Term Care operations, and/or any corporate surpluses that have no required specific departmental needs realized in the 2018 and 2019 budget years, be used to repay the respective reserves used to fund this full service management contract in 2018 and 2019.

7. Closed Meeting Matters

a. That County Council does now go into closed session pursuant to Section 239 (2) of the Municipal Act, 2001 to discuss:

i. a trade secret or scientific, technical, commercial, financial or labour relations information, supplied in confidence to the municipality or local board, which, if disclosed, could reasonably be expected to prejudice significantly the competitive position or interfere significantly with the contractual or other negotiations of a person, group of persons, or organization (Sienna Senior Living Contract)

8. By-laws

5025-18 A By-law to Amend Schedule “V” of By-law 4788-13, being a By-law to Regulate Traffic and Parking on Highways within the Grey County Roads System

5026-18 A By-law to authorize entering an agreement to purchase certain assets, assume certain liabilities and acquire certain lands in the Municipality of Meaford in order to augment the Grey County Housing Inventory (Golden Town)

5027-18 A By-law to Authorize the Warden and Clerk to Execute an Agreement Between the Corporation of the County of Grey and Plan A Simcoe for Supplemental Long-Term Care Staffing

9. Good News and Celebrations

10. Adjournment
Grey County Council met at the call of the Warden on the above date at 9:30 AM at the County Administration Building. The Clerk called Council to order and Warden Stewart Halliday assumed the Chair.

The Warden invited members of Council to join him in O Canada.

The Roll was called by the Clerk with all members present except Councillors Burley, Ardiel, and Jack.

Councillor Woodbury was in attendance on behalf of Councillor Jack.

Kim Wingrove, Chief Administrative Officer; Heather Morrison, Clerk and Jacquelyn Morrison, Deputy Clerk/Legislative Coordinator were also in attendance.

The following staff members were in attendance:

Kevin Weppler, Director of Finance; Anne Marie Shaw, Director of Housing; Lynne Johnson, Director of Long Term Care; Barbara Fedy, Director of Social Services; Grant McLevy, Director of Human Resources; Pat Hoy, Director of Transportation Services; Randy Scherzer, Director of Planning and Development; Kevin McNab, Director of Paramedic Services; and Jody MacEachern, Acting Director of Information Technology.

Declaration of Pecuniary Interest

There were no disclosures of pecuniary interest.

Adoption of Minutes

*CC62-18* Moved by: Councillor Hicks Seconded by: Councillor McQueen

That the minutes of the County Council meeting and Committee of the Whole meeting dated June 14, 2018 and the resolutions contained therein be adopted as presented.

Carried

Councillor Boddy entered the meeting.
CC63-18  Moved by: Councillor Wright    Seconded by: Councillor Clumpus
That the Long-Term Care Committee of Management meeting
minutes dated June 12, 2018 and the resolutions contained therein
be adopted as presented.
Carried

CC64-18  Moved by: Councillor Barfoot    Seconded by: Councillor Bell
That the Long-Term Care Committee of Management closed meeting
minutes dated June 12, 2018 be adopted as provided to County
Council.
Carried

Closed Meeting Matters

There was no closed meeting held.

By-Laws

CC65-18  Moved by: Councillor Greenfield    Seconded by: Councillor Pringle
That By-Laws 5021-18 to 5024-18 inclusive be introduced and that
they be taken as read a first, second and third time, finally passed,
signed by the Warden and the Clerk, sealed with the seal of the
Corporation and engrossed in the By-law book.

5021-18   A By-law to Establish Tax Decrease Limits for the
Commercial Property Class

5022-18   A By-law to Adopt a Procedure with Respect to a
Conference and Seminar Procedure for Grey County
Council

5023-18   A By-law to Authorize the Warden and Clerk to Execute
an Encroachment Agreement Between the Corporation
of the County of Grey and Biidaaske Inc. for the Purpose
of Permitting the Installation of Utility Transmission
Line Poles on the CP Rail Trail Lands

5024-18   A By-law to Authorize the Warden and Clerk to Execute
a Transfer Payment Agreement Between the Corporation
of the County of Grey and the Ministry of Finance for the
Good News and Celebrations

Councillor Boddy congratulated the community for their generous support of local events and services, including the Ride Don’t Hide event, Radio for Oncology, and Elgin Warrilow’s donation to the YMCA of Owen Sound Grey Bruce.

Councillor Barfoot noted the events happening at Big Bay for Canada Day.

Councillor McQueen noted the Canada Day celebrations occurring in Grey Highlands. He also noted the Eugenia Gold Rush Festival will be held on June 30, 2018.

Councillor McKean noted the Town of the Blue Mountains Canada Day celebrations on Saturday, June 30, 2018 and Sunday, July 1, 2018.

Councillor Clumpus advised of the Meaford Public Library grand reveal on June 27, 2018. She also noted the Canada Day celebrations happening in Meaford.

Councillor Bell noted the Holstein Agro Expo on July 6th and 7th, 2018.

Councillor Woodbury noted the Canada Day events occurring in Southgate.

Adjournment

On motion by Councillors Barfoot and Pringle, Council adjourned at 9:47 AM to the call of the Warden.

_________________________  ______________________________
Stewart Halliday, Warden                     Heather Morrison, Clerk
Grey County Council met on the above date at 9:47 AM at the County Administration Building. Warden Stewart Halliday assumed the Chair and called the meeting to order with all members present except Councillors Burley and Jack.

Councillor Woodbury was in attendance on behalf of Councillor Jack.

Declaration of Pecuniary Interest
There were no disclosures of pecuniary interest.

Business Arising From the Minutes

Association of Municipalities of Ontario (AMO) Delegation Requests
Councillor Pringle left the meeting.

CW165-18 Moved by: Councillor Barfoot Seconded by: Councillor Bell

That the following delegation requests be submitted for the 2018 Association of Municipalities of Ontario (AMO) Conference:

i. Stable funding for conservation authorities (Ministry of Finance)

ii. Farm tax and assessments (Ministry of Finance)

iii. Long term plan for provincial highways (Ministry of Transportation of Ontario)

iv. Rural transportation (Ministry of Transportation of Ontario)

v. Stable funding for community paramedicine (Ministry of Health and Long-Term Care)

vi. Supporting local area hospitals (Ministry of Health and Long-Term Care)  Carried

Delegations
Committee of the Whole
June 28, 2018

Making Grey Bruce Home

Barb Fedy introduced May Ip and Mokless Hassan from Making Grey Bruce Home.

May Ip provided Council with information on Making Grey Bruce Home, which provides support to immigrants, refugees, international students, and vulnerable newcomers. The project’s goal is to create a rural settlement model throughout the region. The project provides a hub and support for clients, including language training, help finding employment, child care, health care, and community connections.

The project is currently providing support to 26 families and individuals from 12 different cultural backgrounds.

Councillor Pringle entered the meeting.

Community Paramedicine Remote Patient Monitoring – Queens University Benefits Evaluation

Kevin McNab introduced Rick Whittaker of Wellington-Waterloo Community Futures.

Rick Whittaker provided an overview on the Community Paramedicine Remote Patient Monitoring program. The program has been extended until March 2019. The program’s intent is to reduce 9-1-1 calls and hospital visits.

Mr. Whittaker presented statistics on the program. The program has been successful in decreasing patients’ 9-1-1 calls. The community paramedics have been able to efficiently respond to 88% of calls over the telephone. The program has a 90% retention rate for patients. Patients also reported an increase in their overall life satisfaction. Mr. Whittaker noted significant savings in health care funding and time.

Mr. Whittaker discussed the next steps for the program. Counties will need to work with the Local Health Integration Networks (LHINs) to continue the program after March 2019.

Determination of Items Requiring Separate Discussion

The following item was requested to be removed from the Consent Agenda and moved under Items for Discussion: a)

Consent Agenda

*CW166-18* Moved by: Councillor Hicks    Seconded by: Councillor Paterson

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

1. That Report TR-CW-36-18 regarding tender award recommendations for RFT-TS-26-18 be received and that the tender be awarded as follows, excluding taxes:

   Chatsworth, Flesherton, Dundalk, and Ayton locations are
awarded to Harold Sutherland Construction Ltd. in the amounts of $47,766.00, $57,330.00, $48,008.00, and $44,080.00 respectively; and

Clarksburg and Kimberley locations are awarded to EC King Contracting in the amounts of $64,980.00 and $57,852.00 respectively.

2. That report ITR-CW-03-2018 be received; and

That the Acting Director of the Information Technology Department be granted permission to attend the Municipal Information Systems Association’s annual Municipal Chief Information Officer summit in Kelowna, British Columbia; and

That the annual Municipal Chief Information Officer Conference be an annual conference that a senior IT staff member has approval to attend on behalf of the County of Grey subject to budget availability.

Carried

Items for Direction and Discussion

CAOR-CW-09-18 Grey Roots Museum and Archives Collecting Plan

CW167-18 Moved by: Councillor Bell Seconded by: Councillor Mackey

That Report CAOR-CW-09-18 regarding the Grey Roots Museum and Archives Collecting Plan 2018 – 2023 be received and approved.

Carried

PSR-CW-06-18 Purchase of a Community Paramedic Response Vehicle

CW168-18 Moved by: Councillor Greenfield Seconded by: Councillor Ardiel

That Report PSR-CW-06-18 for the purchase of a community paramedic response vehicle be received and that staff proceed with the purchasing of a vehicle as detailed in this report; and

That the acquisition of this vehicle, estimated at $60,000 be funded from the Paramedic Services Reserve and the reserve be repaid annually from community paramedic base program funding provided by the South West Local Health Integration Network (SWLHIN); and

That emergency response unit 1314 be disposed of as per section 10.02 of Grey County’s Purchasing Procedure.

Carried

The Committee recessed briefly, then reconvened.
CAOR-CW-12-18 Saints and Sinners Transition

Moved by: Councillor Barfoot  Seconded by: Councillor Mackey

That Report CAOR-CW-12-18 Saints and Sinners Transition be received; and

That staff be directed to transfer the Saints and Sinners reserve funds of $8,898.12 from Grey County Economic Development to Simcoe County Tourism for continued operations of the Saints & Sinners Bootleggers’ Run Trail.

Carried

FR-CW-17-18 2019-2028 Ten Year Capital Forecast

Moved by: Councillor Wright  Seconded by: Councillor Bell

That Report FR-CW-17-18 regarding the 2019-2028 Ten Year Capital Forecast be received; and

That the First Year of the 2019-2028 Ten Year Capital Forecast identified in Report FR-CW-17-18 be included in the County’s 2019 Budget for consideration by County Council and that it be used for planning purposes for the 2019 Budget; and

That as per the County’s Purchasing Procedures, staff be authorized to procure up to 50% of gross expenditures contained in the first year of the current Ten Year Capital Forecast, prior to the annual budget being approved, once Council has authorized these expenditures being procured via resolution.

Carried

Committee recessed, then reconvened.

Councillors McKean and Clumpus left the meeting during the break.

PDR-CW-25-18 Balmy Beach Estates Redline Revision – 42T-2006-08 (former Byers Subdivision) – Georgian Bluffs

Moved by: Councillor Mackey  Seconded by: Councillor Bell

That Report PDR-CW-25-18 be received and that the redline revisions for Plan of Subdivision File 42T-2006-08 Balmy Beach Estates are approved subject to the revised conditions set out in the attached Notice of Decision.

Carried

TR-CW-18-18 Patrol D Facility – Southgate, Grey Highlands, and The Blue Mountains

Moved by: Councillor Woodbury  Seconded by: Councillor Greenfield
That Report TR-CW-18-18 be received and that Staff be directed to investigate options, including the purchase of property, to support the construction of a new patrol facility to accommodate Patrol D.

Carried

TR-CW-35-18 Grey Road 19 and Grey Road 21 Intersection Options – The Blue Mountains

CW173-18 Moved by: Councillor Ardiel Seconded by: Councillor Eccles

That Report TR-CW-35-18 regarding the intersection of Grey Road 19 and Grey Road 21 be received; and

That Grey County proceeds with an intersection roundabout design.

Carried

TR-CW-37-18 RFT-TS-33-18 Tandem Award

CW174-18 Moved by: Councillor Hicks Seconded by: Councillor Barfoot

That Report TR-CW-37-18 be received and that RFT-TS-33-18 for one steel box tandem plow truck be awarded to B & I’s Complete Truck Centre for the bid amount of $267,693.00 exclusive of H.S.T.; and

That in accordance with Section 25.6 b) of the Procedural By-Law that B & I’s Complete Truck Centre is hereby awarded the contract in advance of the Council meeting on July 12, 2018 to expedite the completion of the vehicle for the 2018/2019 winter season; and

That the tendered unit price has been approved by Grey County’s insurance company, with the exception of a $10,000 deductible and a $3,308 salvage fee totaling $13,308; and

That the total unbudgeted amount of $13,308 be funded from the Transportation Services Equipment Reserve.

Carried

SSR-CW-10-18 2018 Ministry of Education EYCC2 Amended Agreement (Third Revision)

CW175-18 Moved by: Councillor Fosbrooke Seconded by: Councillor Wright

That SSR-CW-10-18 regarding a further amendment to the 2018 Child Care Ontario Transfer Payment Agreement, increasing the funding from $8,336,859 to $8,917,312, be received and;

That the Warden and Clerk be authorized to execute the 2018 Child Care Ontario Transfer Payment Agreement Amendment (third revision),
Amending Agreement No. 1 with the Ministry of Education.

CCR-CW-08-18 Council Compensation

Moved by: Councillor Mackey
Seconded by: Councillor Pringle

That effective January 1, 2019 council salaries include all meetings, including sub-committee and task force meetings as well as social obligations and no per diems be paid with the exception of approved conferences as outlined in the conference policy; and

That the Warden’s salary include all meetings and attendance at conferences in one annual salary; and

That salaries and per diems be adjusted annually based on the approved non-union increase process; and

That missed meetings continue at a limit of three (3) per year for councillors and twelve (12) for the Warden after which the salary is reduced by a full day per diem; and

That the current $50.00 technology allowance be included as part of council salary; and

That council salary be adjusted to reflect the removal of the one-third taxable allowance by keeping the net salary the same as it would have been with the 1/3 taxable allowance; and

That council salary be paid at the 55th percentile of the approved comparators list used by the non-union group plus payments for appointments to provincial associations in accordance with the per diem policy where the association does not provide per diems.

Amendment

CW176-18

Moved by: Councillor Wright
Seconded by: Councillor Woodbury

That the above resolution be amended to remove from clause one “including sub-committee and task force meetings” and “and no per diems be paid”; and

That an additional clause after clause one be added to state that Council members of a sub-committee and task force continue to be paid a per diem.

Councillor Boddy left the meeting

Main Motion as Amended

CW177-18

Moved by: Councillor Mackey
Seconded by: Councillor Pringle

That effective January 1, 2019 council salaries include all meetings including social obligations with the exception of approved conferences as outlined in the conference policy; and
That Council members on a sub-committee and task force continue to be paid a per diem; and

That the Warden’s salary include all meetings and attendance at conferences in one annual salary; and

That salaries and per diems be adjusted annually based on the approved non-union increase process; and

That missed meetings continue at a limit of three (3) per year for councillors and twelve (12) for the Warden after which the salary is reduced by a full day per diem; and

That the current $50.00 technology allowance be included as part of council salary; and

That council salary be adjusted to reflect the removal of the one-third taxable allowance by keeping the net salary the same as it would have been with the 1/3 taxable allowance; and

That council salary be paid at the 55th percentile of the approved comparators list used by the non-union group plus payments for appointments to provincial associations in accordance with the per diem policy where the association does not provide per diems.

Lost

Councillor Paterson left the meeting.

CW178-18 Moved by: Councillor McQueen Seconded by: Councillor Mackey

That staff be directed to bring back a revised report regarding the further costings on the removal of the one-third taxable allowance.

Carried

Councillor Wright left the meeting.

Councillor Paterson re-entered the meeting.

Closed Meeting Matters

CW179-18 Moved by: Councillor Mackey Seconded by: Councillor Pringle

That Council does now go into closed session pursuant to Section 239 (2) of the Municipal Act, 2001 as amended to discuss:

i. A proposed or pending acquisition or disposition of land by the municipality or local board (Community Hub Business Plan and Property Acquisition).

That the following staff remain in attendance: Kim Wingrove, Kevin Weppler, Heather Morrison, Randy Scherzer, and Jacquelyn Morrison.
The Committee proceeded into closed session at 3:14 PM.
Councillors Hicks and Paterson left during the closed meeting.
The Committee returned to open session at 3:26 PM.
The Warden confirmed that only the items stated in the resolution to move into closed session were discussed.

Following the closed session, Council directed staff to include a delegation request regarding rural school funding and community hubs to the Ministry of Education for the Association of Municipalities of Ontario (AMO) Conference.

**Municipal Property Assessment Corporation**

*CW180-18* Moved by: Councillor McQueen Seconded by: Councillor Pringle

That the Municipal Property Assessment Corporation correspondence regarding small-scale on-farm business subclasses be received for information.

Carried

**Other Business**

There was none.

**Notice of Motion**

Councillor Fosbrooke provided a notice of motion regarding a whistleblower protection policy.

**Adjournment**

On motion of Councillors Bell and Barfoot, Committee of the Whole adjourned at 3:37 PM to the call of the Chair.

Stewart Halliday, Warden
Heather Morrison, Clerk
Long-Term Care Committee of Management
July 4, 2018 – 9:00 AM

The Long Term Care Committee of Management met on the above date at the County Administration Building with the following members in attendance:

Present: Chair Dwight Burley; Councillors Alan Barfoot, Sue Paterson, Arlene Wright; and Warden Stewart Halliday

Staff Present: Kim Wingrove, Chief Administrative Officer; Lynne Johnson, Director of Long-Term Care; Kevin Weppler, Director of Finance; Heather Morrison, Clerk; Karen Kraus and Renate Cowan Long-Term Care Administrators; Mary Lou Spicer, Deputy Treasurer; Joanna Alpajaro, Financial Analyst; and Jacquelyn Morrison, Deputy Clerk/ Legislative Coordinator

Call to Order

Chair Burley called the meeting to order at 9:00 AM.

Declaration of Pecuniary Interest

There were no declarations of pecuniary interest.

Reports – Long-Term Care

LTCR-CM-25-18 Management Contract

Moved by: Councillor Barfoot                          Seconded by: Warden Halliday

That report LTCR-CM-25-18, Long Term Care Management Services be received; and

That the Long Term Care Committee of Management provide direction regarding the development of an options report for Council consideration on July 12, 2018.

Lynne Johnson noted that this report is a follow up to the June 12, 2018 Sienna Senior Living delegation. She advised that on February 1, 2018 Grey County entered into a five year agreement with Sienna and the operational review has been completed. Staff have reviewed the findings and recommendations and are seeking direction from the
Committee regarding the next step.

Ms. Johnson reviewed the Executive Summary – Key Findings report prepared by Sienna. She noted the four strategic pillars that are necessary in the long term care environment include: financial, quality, human resources, and operating platform. She highlighted aspects of these four pillars, which includes the potential for efficiency, cost saving measures and optimal performance.

Ms. Johnson provided information on option one, being a full management contract. Under a full management contract, Sienna would operate in a management role. The County would retain ownership of the beds and staff would still be Grey County employees. Information would be provided to the Committee of Management through reports and a balanced scorecard and decision making would remain a responsibility of the Committee of Management.

Ms. Johnson reviewed a proposed project schedule for the full management contract. The homes would prepare to move forward with accreditation immediately which would start to address any deficiencies. A transition team would be established that would include dedicated resources specifically to assist with the transition, including mentors, and a joint communication strategy. Policies, procedures, resident assessments, and care plans would be updated. Training and education for staff would occur and regular employee feedback would be sought. Ms. Johnson noted that there would be a transition of the financial management processes including the development of an annual operating and capital budget and the implementation of variance reporting.

Ms. Johnson also discussed a partial services agreement as an option. However, the resources would not be available to the County to achieve the same improvements that are available through the full management contract. This would limit the impact and sustainability of any changes.

Ms. Johnson noted that continuing with the status quo is not recommended.

Ms. Johnson noted legal and legislative considerations; including informing the Local Health Integration Network and having Ministry of Health and Long Term Care approve the management contract.

The Committee discussed the timelines for moving forward. If a full management contract is implemented, Sienna would develop an action plan to move forward on the short and long term goals. It was noted that the management contract would be a long term strategy to support Grey County in the provision of long term care. Ms. Wingrove noted that the draft contract has a termination clause built in.

Discussion occurred regarding responsibilities and authorities. Ms. Johnson reiterated that Grey County would still own the homes and that Sienna would be providing a
management service. Management of financials and approval of the budget was discussed.

Discussions occurred regarding Information Technology. Ms. Johnson advised that Sienna recommended that the Grey County IT department continue to support the homes. Sienna would provide any functional advice deemed necessary as additional support.

Chair Burley noted that the Terms of Reference for the Committee of Management should be reviewed.

Closed Meeting Matters

CM46-18 Moved by: Councillor Paterson Seconded by: Warden Halliday

That the Long-Term Care Committee of Management does now go into closed session pursuant to Section 239 (2) of the Municipal Act, 2001 to discuss:

i. a trade secret or scientific, technical, commercial, financial or labour relations information, supplied in confidence to the municipality or local board, which, if disclosed, could reasonably be expected to prejudice significantly the competitive position or interfere significantly with the contractual or other negotiations of a person, group of persons, or organization (Sienna Senior Living Contract)

That the following staff remain in attendance: Kim Wingrove, Lynn Johnson, Kevin Weppler, Heather Morrison, and Jacquelyn Morrison

Carried

The Committee proceeded into closed session at 9:57 AM.

The Committee returned to open session at 10:35 AM.

The Chair confirmed that only the items stated in the resolution to move into closed session were discussed.

LTCR-CM-25-18 Management Contract Continued

Discussion continued regarding private and semi-private accommodation within the homes and the rates charged for this.

Main Motion as Amended

CM47-18 Moved by: Councillor Barfoot Seconded by: Warden Halliday
That report LTCR-CM-25-18, Long Term Care Management Services be received; and

That the Long Term Care Committee of Management recommends option one, being the full management contract option contained in Report LTCR-CM-25-18, for Council consideration on July 12, 2018.

Carried

Other Business

There was none.

Next Meeting Dates

The next meeting will be determined at the call of the Chair.

On motion by Councillors Paterson and Wright, the meeting adjourned at 10:41AM.

Dwight Burley, Chair
Board Report

June 22, 2018
CANNABIS UPDATE

Background
Cannabis is the most widely used illicit substance in Ontario with youth and young adults having the highest rates of use. Despite prohibition of cannabis, in 2017 about one-in-five (19%) of students in grades 7-12 in Ontario, report using cannabis in the past year (CAMH, 2017). There are health and social harms associated with the current system of criminal prohibition and the illegal market. Legalization, combined with strict regulation, provides an opportunity to minimize the harms associated with cannabis use (CAMH, 2012). This document will provide an update of the current status of recreational cannabis legalization and an overview of related key public health issues and approaches.

Current Status
In April 2017, the Federal government introduced Bill C-45, An Act respecting cannabis and to amend the Controlled Drugs and Substances Act, the Criminal Code and other Acts (Cannabis Act). The Federal government is currently working to strengthen the policies necessary to reduce risk of harms to the population prior to enactment. Bill C-45 was passed by both the Senate and House of Commons and received Royal Assent. Legalization of marijuana in Ontario will take place October 17, 2018.


Where You Can Use Cannabis
The recreational use of cannabis will only be legal in private residences. Recreational cannabis consumption, in any form, will not be allowed in public spaces, workplaces or motor vehicles.
Cannabis Sales
The Liquor Control Board of Ontario (LCBO) will be the only legal retailer and distributor of recreational cannabis in Ontario. Cannabis will also be available through an online order service operated by the LCBO, which is also expected to be available upon provincial roll out of implementation in 2018. Edible recreational cannabis products were excluded from the original Bill C-45 and will only become available in 2019.

Controlling Access
Adults who are 19 years old or older would be legally able to:
- possess up to 30 grams of legal dried cannabis
- share up to 30 grams of legal cannabis with other adults
- purchase dried or fresh cannabis or cannabis oil from a licensed retailer
- grow up to 4 cannabis plants per residence to a maximum height of 100 cm

Risk of Harm

Age of Initiation:
Research shows that the brain continues to develop until the age of 25. When cannabis is introduced early and frequently to the body, the developing brain may alter with some adverse effects being irreversible. Early cannabis use is associated with a higher likelihood of developing cannabis use disorder, mental health problems and use of other illicit drugs. One in six of those who initiate cannabis use in adolescence will become dependent (CCSA, 2016). Research in this age group also suggests poor educational outcomes, reduced life satisfaction and achievement related to early cannabis use (CAMH, 2012).

Cannabis can be addictive:
Although the risk of addiction to cannabis is lower than it is for alcohol, tobacco or opioids, regular cannabis use can result in the long-term harm of addiction (George & Vaccarino, 2015).

Cannabis and Respiratory Effects:
Cannabis smoke contains many of the same cancer-causing toxins as tobacco smoke. Health risk of cannabis may be even greater with increased exposure of the toxins to the lungs as the result of deeper and longer inhalation, unfiltered “joints”, being smoked to a shorter butt length, and at a greater combustion temperature (CCSA, 2016).

Driving While Using:
Using cannabis and driving a motor vehicle doubles the risk of a collision (CCSA, 2017). Depth perception, concentration, a decreased reaction time and muscle tone (strength
and steadiness) are affected while using cannabis. Impairment is intensified when combined with alcohol. Enforcement officers (i.e. police), have the authority to detect drivers who are impaired by cannabis and lay drug impaired driving charges (CCSA, 2016).

**Cannabis and Maternal Health:**
Cannabis use during pregnancy should be avoided due to the ability of THC and other chemicals to pass through the placenta. Cannabis exposure while in the womb may affect the physical development, cognitive functioning, behaviour and mental health of the child (CCSA, 2016).

**Cannabis Use and Mental Health:**
There is a link between cannabis use and mental health. Those who initiate use early in life appear to be particularly vulnerable to psychosis and psychotic symptoms (CCSA, 2016).

**Moving forward in Grey Bruce to promote a public health approach to cannabis legalization**

A public health approach to the regulation of cannabis aims to minimize the harms associated with cannabis use. The Grey Bruce Health Unit (GBHU) continues to work with local community stakeholders, as well as provincial partners, as steps towards legalization and regulation of cannabis continue to evolve. Strategies and partnerships underway thus far include:

- Formation of an internal Emerging Issue Cannabis Working Group to support cross-program collaboration among the many public health programs and services being impacted. The working group has developed a communication strategy to support staff education and awareness.
- A staff newsletter, called “C-Scoop”, will be distributed regularly to keep everyone informed of updates related to cannabis legalization.
- Exploring the possibility of an online cannabis learning module for all staff.
- A recently launched cannabis social media campaign on Facebook and Twitter is already showing significant engagement.
- A cannabis section has been developed for the GBHU website. This section will continue to be updated with links to federal, provincial and local resources. The GBHU is a member of the Ontario Public Health Collaborative on Cannabis (OPHCOC), where all health units are working together to promote a comprehensive public health approach to the issue of cannabis.
- A Cannabis Legalization Working Group has been established under the umbrella of the Community Drug and Alcohol Strategy; Reducing Harms in Bruce and Grey. The group includes membership from both school boards, OPP, EMS,
Hope Grey Bruce, Keystone, Georgian College and others. Plans are underway to host and facilitate cannabis education sessions for parents and community in the fall of 2018.

- The GBHU is a knowledge-user participant in a 2018 Locally Driven Collaborative Project (LDCP) for Cannabis being facilitated by Public Health Ontario. This research project will focus on reviewing best practices to reduce cannabis related harms amongst the 19-25 year old age group.

Dr. Ian Arra

Reference:


Working with the Grey Bruce communities to protect and promote health

Table of Contents
Provincial Election – Ensuring “Health in All Policies” ..........................................................1
“Health in All Policies” Handout .............................................................................................2-4
Sexual Health Rapid Review ..................................................................................................5
Sexual Health of Teens in Grey Bruce......................................................................................6-8

Provincial Election - Ensuring “Health in All Policies”
The 2018 provincial election was an opportunity to remind all candidates that the decisions they make as elected officials can have a significant effect on the health of constituents and communities. As such, the Grey Bruce Health Unit encouraged all local candidates to take a “Health in All Policies” approach in the lead-up to the 2018 election.

“Health in All Policies” asks elected officials to recognize the health impacts of decisions while seeking ways to work together across sectors to ensure everyone has an equal opportunity to live a healthy life. The accompanying resource and tool was designed to guide the decision making of elected officials related to healthy communities. The Grey Bruce Health Unit requests that when championing or creating healthy public policy, all candidates assess the impact of decisions through their effect on nine separate benchmarks:

- Natural Environments
- Food Systems
- Marginalized Populations
- Community Services
- Social Cohesion
- Transportation
- Age Friendly Communities
- Economic Development
- Built Environment

Each of the benchmarks were also the focus of social media postings encouraging voters to ask their candidates their positions on each of these key concerns.
Health in All Policies

Let’s make a difference and prioritize
HEALTH IN ALL POLICIES

Helpful Resources:
https://www.nurseone.ca/~media/nurseone/page-content/pdf-en/hiap-national_action_plan_e.pdf

For more information on this resource or on health in all policies, please contact Public Health:
Jason Weppler, Health Promoter
1-800-263-3456 Ext. 1408
j.weppler@publichealthgreybruce.on.ca

This document was adapted from Huron County.

Health in All Policies
All levels of government shape the health of a community through the design and delivery of policies. Health in all policies takes into account the health implications of decisions and seeks ways to work together across sectors to ensure everyone has an equal opportunity to live a healthy life.

Health Equity
All people have a fair chance to reach their full potential and are not disadvantaged by social, economic and environmental conditions. (National Collaborating Centre for Determinants of Health, 2014).
Using the Healthy Communities Tool

1. Title the worksheet with the program or policy that you are considering.
2. To the right are Indicators of Success and Key Considerations for each of the themes. Think about the impacts of your program or policy for each theme. Does it have a positive, neutral or negative impact?
3. Place a dot on the theme line in the negative, neutral or positive area. Join the dots on each theme line and the resulting shape should help you see an overall perspective of how the program or policy will impact your community.
4. If you have any questions about how to complete this tool, please contact public health at 1-800-263-3456 or j.weppler@publichealthgreybruce.on.ca. If you find any negative outcomes using this tool, you may need to consider a more in depth assessment such as a Health Impact Assessment.
Name of policy/program you are considering:
Sexual Health Rapid Review
The Grey Bruce Health Unit works to create supportive environments to promote healthy sexual practices and to provide access to sexual health services in Grey Bruce. Working collaboratively with community partners is essential to the success of these initiatives.

The delivery of public health services from a settings approach, requires flexibility in order to adapt the service delivery model as other systems and settings also change. Given the shifting landscape of healthcare and accessibility of sexual health services, Grey Bruce Health Unit sought to undertake a review of the sexual health services available to teens in Grey Bruce. The goal of the review was to gather, analyze and communicate data related to teen sexual health, and the sexual health services available to them, in order to:

- Anticipate trends and issues related to the sexual health of teens in Grey Bruce;
- Identify existing sexual health services accessible to teens;
- Identify strengths and gaps in sexual health services; and,
- Make recommendations for enhancing access to sexual health services, especially for priority population teens.

There are a number of sexual health services and service locations available for teens across Grey Bruce. However there are gaps and barriers to accessing services. The attached infographic depicts the areas of weakness as well as strengths and identifies next steps to create a system for teens accessing sexual health services. A particular focus will be placed on ensuring services are accessible and available to priority groups within the teen population.
Over the last decade, pregnancy rates for women aged 15-19 in Grey Bruce have fallen by nearly 50%. Rates during this time period have been nearly identical to the province.

Chlamydia rates are increasing in Grey Bruce, as they are in Canada and many other countries. Cases of gonorrhea in Grey Bruce are significantly lower than the rest of Canada.

### Priority populations for sexual health services amongst teens

- Teens without a primary care provider;
- Teens who are not attending school;
- Teens who are struggling academically which may result in them being in a non-traditional classroom setting or attending an alternative school;
- Teens who engage in risk-taking behaviours such as using drugs or alcohol;
- Teens from households of lower socioeconomic status;
- Teens, particularly females, who were sexually active at a young age;
- Teens who are LGBTQ;
- Males.

### SEXUAL HEALTH SERVICES

A number of community partners provide sexual health services that promote and support healthy sexual practices and that are available to teens in Grey Bruce.
SEXUAL HEALTH SERVICES IN GREY BRUCE
The sexual health supports most commonly requested by teens are available in the community.

- **Contraception**
  - With primary care prescription (no-cost)
  - Public Health clinics (low-cost)

- **Emergency Contraception**
  - With primary care prescription (no-cost)
  - Public Health clinics (low-cost)
  - All pharmacies (at-cost)

- **Pregnancy Testing, Counselling and Referral**
  - Primary care (no-cost)
  - Public Health clinics (no-cost)
  - All pharmacies (at-cost)

- **STI Testing**
  - All primary care providers (no-cost)
  - Public Health clinics (no-cost)

- **No-cost Condoms**
  - BWDSB secondary schools
  - Public Health clinics
  - Select primary care providers

- **1:1 Sexual Health Information & Advice**
  - Sexual Health Info Line & E-chat
  - www.sexandu.ca
  - Telehealth Ontario
  - Public Health Info Line (client education and referral)

*Non-sexual health related reasons (mental health counselling, self-harm, conflict resolution)
**Improving Access to Sexual Health Services for Teens in Grey and Bruce**

Community partners provide a mix of sexual health services for teens in Grey Bruce. However, access to service varies in each community and is dependent on a variety of factors:

### Facilitators of Access
- Having a primary health care provider.
- Access to OHIP+ for no-cost contraception and emergency contraception (with a valid Ontario Health Card and a primary care prescription).
- Widespread coverage and hours of operation of local pharmacies for access to emergency contraception (“morning after pill”) and/or pregnancy test. No prescription required.
- No-cost condoms available at BWDSB secondary schools, public health, and select primary care providers.
- 1:1 telephone and e-chat support is available through Sexual Health Info Line (toll-free # and e-chat).
- Availability of reliable and good quality online resources to support healthy sexual practices like [www.sexandu.ca](http://www.sexandu.ca)

### Barriers to Access
- Lack of transportation to access primary health care, pharmacy or sexual health clinic.
- Not having a valid Ontario Health Card and/or not having a primary care provider limits access to services of OHIP+ (e.g., no-cost contraception and emergency contraception).
- Insufficient funds to purchase emergency contraception and/or pregnancy tests at local pharmacies.
- Lack of awareness of where free condoms are available.
- Lack of knowledge of online and telephone supports for sexual health concerns.
- Lack of comfort in accessing primary health care providers for sexual health issues (e.g., contraception, pregnancy counselling).

### RECOMMENDATIONS

1. **Facilitators of Access**
   - Continue to monitor youth health and well-being including teen pregnancy and STI rates.
   - Conduct a local assessment of sexual health services available in each geographic community that involves community partners and teens.
   - Explore options to reduce transportation barriers for teens accessing sexual health services in their communities.

2. **Barriers to Access**
   - Facilitate connections between service providers to ensure services are “teen friendly” (e.g., alternate booking options and flexible appointment times).
   - Partner to increase availability of no-cost pregnancy tests and condoms and to minimize prescription barriers for contraception.
   - Collaborate to ensure safe and confidential spaces are available for teens to access sexual health supports.

3. **Increase teen awareness of, and confidence to access, sexual health services in their communities.**
   - Promote OHIP+ to remove cost barriers for teens accessing contraception and emergency contraception.
   - Promote reliable and accessible online, e-chat and telephone sexual health services for teens.
Committee Report

To: Warden Halliday and Members of Grey County Council

Committee Date: July 12, 2018

Subject / Report No: LTCR-CC-26-18

Title: Long Term Care Management Services

Prepared by: Lynne Johnson, Director of Long Term Care
Kevin Weppler, Director of Corporate Services

Reviewed by: Kim Wingrove, Chief Administrative Officer

Lower Tier(s) Affected: All Grey County

Status:

Recommendation

1. That report LTCR-CC-26-18, Long Term Care Management Services be received; and

2. That the current Independent Contractor Agreement with Sienna Senior Living be amended to reflect the execution of a Management Contract for all three homes in order to achieve accreditation and realize efficiencies and service quality improvements; and

3. That a by-law be brought forward for Council’s consideration; and

4. That the Warden and Clerk be authorized to execute any documents and agreements required by this approval; and

5. That Council consider and provide direction on one of the following funding options;

Option 1

1. That the cost for a full service management contract be prorated for the remainder of 2018 and funded from each of the homes respective reserves, and the costs for future years be included in the respective homes’ operating budgets; and

2. That any surpluses from Long Term Care operations, and/or any corporate surpluses that have no required specific departmental needs realized in 2018 budget year, be used to repay the respective reserves used to fund this full service management contract in 2018.
Option 2
1. That the cost for a full service management contract be prorated for the remainder of 2018 and funded from each of the homes respective reserves; and
2. That for the 2019 budget year, 25% of the 2019 management contract cost be funded from taxation and the remaining balance be funded from the Administration Pay Equity Reserve; and
3. That any surplus from Long Term Care operations, and/or any corporate surpluses that have no required specific departmental needs realized in the 2018 and 2019 budget years, be used to repay the respective reserves used to fund this full service management contract in 2018 and 2019.

Option 3
1. That the cost for a full service management contract be prorated for the remainder of 2018 and funded from each of the homes respective reserves; and
2. That for the 2019 budget year, that $400,000 of the $1,361,010 in taxation funding contained in the 2018 budget as a Transfer to Reserve for Long Term Care Redevelopment, be utilized to fund the full service management contract and the remaining balance be funded from the Administration Pay Equity Reserve; and
3. That any surplus from Long Term Care operations, and/or any corporate surpluses that have no required specific departmental needs realized in the 2018 and 2019 budget years, be used to repay the respective reserves used to fund this full service management contract in 2018 and 2019.

Executive Summary
Grey County issued a request for proposal for Management Consulting and Support Services/Redevelopment in August 2017. Sienna Senior Living was the successful proponent and the County entered into a five year agreement beginning February 1, 2018 which included the completion of an operational review and provision of redevelopment consulting services as required. Management and consulting services were to be determined upon completion of the operational review and consideration of the recommendations therein and an amendment to the Agreement executed.

The Sienna Senior Living Executive Team presented the operational review key findings and recommendations to the Long Term Care Committee of Management on June 12, 2018. Overall the report shows that while Grey County is committed to service quality and employee satisfaction, inconsistencies and disconnects within the operation are hampering efforts to achieve desired results. The report makes extensive recommendations that would improve service quality, address deficiencies and offer opportunities for savings and operational efficiencies.

Given the findings, staff completed a further review and presented three options to the Committee of Management for consideration at the July 4, 2018 meeting including:

- A full management contract
- A partial management contract
- Status Quo

Following review and discussion, the committee recommended the implementation of a full management contract and directed staff to provide options to fund the cost of the service to County Council for its consideration and direction.

With a full management contract, Grey County will maintain ownership of the beds and staff will continue to be Grey County employees.

Background and Discussion

The operational review was aligned into four (4) strategic pillars, Financial, Quality Human Resources and Operating Platform. The pillars form the foundation of the operation of a long term care home. With improvements under each pillar, the homes will achieve optimal performance.

Financial

The review provides recommendations for cost savings in all areas including procurement, labour and expense management. By realigning financial controls and implementing some changes there will be an increased ability at the home level to make timely decisions in relation to variances. This will also improve accountability and work towards improving financial management. In addition, a management contract will include resources to assist with items such as budgeting, capital, procurement and envelope management.

Quality

Quality management systems support the delivery of high quality care and services to residents. It includes all aspects of the organization and utilizes data from a number of sources. While Grey County homes have a quality management process there are inconsistencies among the homes. There is a need for a coordinated program to provide standardized methodology to monitor quality improvement activities based on risk and priorities. A full management contract will provide leadership in ensuring the implementation of a quality management platform, quality indicators, public reporting and data quality. Overall satisfaction of the resident, family and staff would be gauged through regular surveys and Sienna would coordinate the process, assist with the analysis, support the homes in their action plans and do all the benchmarking. Measuring and addressing staff satisfaction will lead to a more satisfied and engaged workforce and positively impact resident outcomes.

Human Resources

Human resources are a large driver of financial outcomes and an engaged satisfied team supports success. The operational review identified the need for a consistent recruitment and onboarding process, regular staff communication, a strong Occupational Health & Safety program and tools to support absenteeism and WSIB management. The implementation of standardized best practices will provide the tools for managers to carry out consistent practices.
Operating Platform

This includes systems that support operations and direct supports for resident services including clinical, nutritional and recreation and operational supports including environmental, office management, leadership and compliance. The operational review identified the need for common systems, processes and routines, consistent implementation of policies, streamlined purchasing practices, documentation management, performance management and training/implementation of available functionality within electronic platforms.

Sienna identified that the challenges facing long term care are overarching and complicated by growing consumer demands and increased complexity in a highly regulated environment. This is causing increased pressure on the homes and supporting departments resulting in inconsistent service delivery and escalating costs.

Deliverables

With a full management service, Sienna Senior Living will be accountable to the designated County of Grey Management representative. An operational support team will be assigned to the homes and an in-depth action plan will be developed and implemented with a focus on compliance and quality improvements. When addressing the items on the action plan, the homes will be preparing for accreditation and ready to proceed in the fall of 2019.

A representative from Sienna will collaborate with the Committee of Management and designated Grey County representatives on all aspects of the management service. A transitional team will be established to guide the progress, oversee employee and resident communication, change management strategies, address issues as they arise and provide operational oversight.

It is anticipated that it will take the first two years of the contract to implement approved changes and to fully implement practices. Years 3-5 will include consulting on a 3-year strategic plan, implementation of further changes and sustaining all improvements and quality indicators. Financial efficiencies are expected during this time as well. Additional revenue will be received when accreditation is attained and costs savings from volume and group purchasing are anticipated to provide further financial offsets.

Legal and Legislated Requirements

Section 3.2 of the Long Term Care Home Service Accountability Agreement with the Southwest LHIN addresses the responsibilities when “Subcontracting for the Provision of Services”. The LHIN will be advised of the subcontracting arrangement. They will continue to recognize Grey County as the Health Systems Provider and can audit the subcontractor if they feel it is necessary.

Provincially, the Long Term Care Homes Act 2010 and Regulation 79/10 outline the conditions of entering into a management contract. Once executed, the Amended Agreement between Grey County and Sienna requires review and approval by the MOHLTC’s Long Term Care Licensing Branch. An Agreement to Approve a Management Contract will be executed between all three parties.
The County solicitor has been consulted regarding the appropriate amending clauses to the Independent Contractor Agreement and with regard to negotiation of a Management Agreement.

The Independent Contractor Agreement currently in place allows for extension upon mutual agreement. The Managed Services Agreement will provide for a 5 year term with the option to extend for an additional 5 years.

Financial and Resource Implications

The operational review identified that a considerable amount of work is required to improve service, maximize efficiencies, meet legislative requirements and work on improving outcomes. With a full management contract, Sienna Senior Living will assume oversight for the homes and provide regular reports to the Committee of Management. An operational support team will be assigned to the homes to provide support and resources that are required to operate in this increasingly complex environment.

There will be an opportunity to increase revenue and decrease costs during the process and an opportunity for a realignment of corporate duties and responsibilities. Full understanding of the changes will be identified as the management transition occurs.

The fees associated with the Full Service Management Model are consistent with administration fees across the sector at no more than 5%. Applying the agreement to the anticipated annual revenues, fees would total approximately $1,124,000 annually. Fees will be adjusted annually based on revenue adjustments e.g. MOHLTC transfers.

As directed by the Committee of Management, staff have developed some funding options for council consideration. The following Funding Option Tables provides an overview of the various options being proposed and the estimated taxation impacts:

Funding Option Tables

<table>
<thead>
<tr>
<th>Option 1</th>
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<th>2019</th>
<th>Proposed 2020</th>
<th>2018-2020</th>
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<td>Long Term Care Reserves</td>
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<td>2019 Net Levy (Taxation) Increase</td>
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### Contract Cost Estimate

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<th>2018-2020</th>
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### Option 3

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### Relevant Consultation

**Internal** - Finance Department, Committee of Management

**External** - Sienna Senior Living, Legal

### Appendices and Attachments

None
Corporation of the County of Grey
By-Law 5025-18

A By-law to Amend Schedule “V” of By-law 4788-13, being a By-law to Regulate Traffic and Parking on Highways within the Grey County Roads System

WHEREAS the County of Grey adopted By-law 4788-13 to regulate traffic and parking on highways within the Grey County Roads System;

AND WHEREAS the Council of the County of Grey adopted the recommendations of the Committee of the Whole at its June 28, 2018 meeting to amend Schedule “V” Restrict Passing;

NOW THEREFORE BE IT RESOLVED THAT THE COUNCIL OF THE CORPORATION OF THE COUNTY OF GREY HEREBY ENACTS AS FOLLOWS:

1. That Schedule “V” be replaced with the attached Schedule to this By-law.

ENACTED AND PASSED this 12th day of July, 2018.

______________________________________________  ________________________________
WARDEN: Stewart Halliday                      CLERK: Heather Morrison
Schedule “V”
By-Law 4788-13
Section 4.2(c)

restrict passing – no vehicle shall be driven or operated left of the centre of the road

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<th>Column 1</th>
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<td>To</td>
<td>Restriction</td>
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<td>Northerly to Mountain Drive, Town of the Blue Mountains</td>
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<td>18</td>
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Corporation of the County of Grey
By-Law 5026-18

A By-law to authorize entering an agreement to purchase certain assets, assume certain liabilities and acquire certain lands in the Municipality of Meaford in order to augment the Grey County Housing Inventory

WHEREAS the Council of the County of Grey adopted the recommendations of the Committee of the Whole contained in minutes dated May 10, 2018 authorizing the acquisition of Golden Town Retirement Community and Golden Town Residential Community in order to augment the Grey County Housing inventory;

AND WHEREAS Section 8 of the Municipal Act, 2001, as amended, provides that a municipality has the authority to govern its affairs as it considers appropriate and enables the municipality to respond to municipal issues;

AND WHEREAS Section 11 (2), item 4 of the Municipal Act, 2001, as amended, authorizes an upper tier municipality to pass by-laws with respect to public assets of the municipality acquired for the purpose of exercising its authority;

NOW THEREFORE BE IT RESOLVED THAT THE COUNCIL OF THE CORPORATION OF THE COUNTY OF GREY HEREBY ENACTS AS FOLLOWS:

1. That the Warden and Clerk are hereby authorized and directed to execute the agreement with respect to the purchase of the assets and lands and assumption of certain ongoing liabilities of Golden Town Retirement Community and Golden Town Residential Community (the “Agreement”) being located at the lands described in Schedule ‘A’ attached hereto.

2. The Agreement referred to in Clause 1 is attached as Schedule ‘B’ and forms and becomes part of this By-law

3. That the Warden and Clerk are hereby authorized and directed to execute all other documents and take all other steps that are necessary or desirable to complete the transaction of purchase and sale contemplated in the Agreement.

4. This By-law shall come into force and effect upon the final passing thereof.

ENACTED AND PASSED this 12th day of July, 2018.

_________________________   ________________________________
WARDEN: Stewart Halliday      CLERK: Heather Morrison
Schedule ‘A’ to By-law 5026-18

Lot 1359-1360, 1364 Plan 309 Meaford and Part of Lot 1365 Plan 309 Meaford being Part 1 Plan 16R-3992; Municipality of Meaford, County of Grey being PIN 37107-0219

Part of Lot 1323-1324 and 1331 Plan 309 Meaford being Part 1 Plan 16R-4209; Municipality of Meaford, County of Grey being PIN 37107-0188

(Golden Town Retirement Community and Golden Town Residential Community to The County of Grey)
Agreement of Purchase and Sale
Commercial

This Agreement of Purchase and Sale dated this ......................................... day of ............................................. June ............................................. 20 18

BUYER, The Corporation of the County of Grey
(Full legal names of all Buyers) agrees to purchase from

SELLER, Golden Town Retirement Community Inc. and Golden Town Residential Community Inc.
(Full legal names of all Sellers) the following

REAL PROPERTY:
Address 121 William Street and 80 Victoria Street and 130 Albert Street, Meaford, Ontario
fronting on the ................................................................. side of .................................................................
in the .................................................................
and having a frontage of ................................................................. more or less by a depth of ................................................................. more or less
and legally described as ................................................................. (Legal description of land including easements not described elsewhere) the “property”

PURCHASE PRICE:
Dollars (CDN$) .................................................................

shall be equal to the existing balance of the mortgage(s) and other liabilities assumed by the Buyer on
"completion as expressly agreed upon in this Agreement of Purchase and Sale."

DEPOSIT: Buyer submits ................................................................. Dollars (CDN$) (Hereof/Upon Acceptance/as otherwise described in this Agreement)

by negotiable cheque payable to ................................................................. "Deposit Holder" to be held in trust pending completion or other termination of this Agreement and to be credited toward the Purchase Price on completion. For the purposes of this Agreement, "Upon Acceptance" shall mean that the Buyer is required to deliver the deposit to the Deposit Holder within 24 hours of the acceptance of this Agreement. The parties to this Agreement hereby acknowledge that, unless otherwise provided for in this Agreement, the Deposit Holder shall place the deposit in trust in the Deposit Holder's non-interest bearing Real Estate Trust Account and no interest shall be earned, received or paid on the deposit.

Buyer agrees to pay the balance as more particularly set out in Schedule A attached.

SCHEDULE(S) A ................................................................. attached hereto form(s) part of this Agreement.

1. IRREVOCABILITY: This offer shall be irrevocable by Buyer ................................................................. until 5:00 p.m./p.m. on
(Seller/Buyer) the 28th day of June 20 18, after which time, if not accepted, this offer shall be null and void and the deposit shall be returned to the Buyer in full without interest.

2. COMPLETION DATE: This Agreement shall be completed by no later than 6:00 p.m. on the 28th day of September 20 18. Upon completion, vacant possession of the property shall be given to the Buyer unless otherwise provided for in this Agreement.

INITIALS OF BUYER(S): .................................................................
INITIALS OF SELLER(S): .................................................................
3. **NOTICES:** The Seller hereby appoints the Listing Brokerage as agent for the Seller for the purpose of giving and receiving notices pursuant to this Agreement. Where a Brokerage (Buyer’s Brokerage) has entered into a representation agreement with the Buyer, the Buyer hereby appoints the Buyer’s Brokerage as agent for the purpose of giving and receiving notices pursuant to this Agreement. Where a Brokerage represents both the Seller and the Buyer (multiple representation), the Brokerage shall not be appointed or authorized to be agent for either the Buyer or the Seller for the purpose of giving and receiving notices. Any notice relating hereto or provided for herein shall be in writing. In addition to any provision contained herein and in any Schedule hereto, this offer, any counter-offer, notice of acceptance thereof or any notice to be given or received pursuant to this Agreement or any Schedule hereto (any of them, “Document”) shall be deemed given and received when delivered personally or hand delivered to the Address for Service provided in the Acknowledgement below, or where a facsimile number or email address is provided herein, when transmitted electronically to that facsimile number or email address, respectively, in which case, the signature(s) of the party (parties) shall be deemed to be original.

FAX No.: (519) 538-3531
Email Address: gtrc@bmts.com

FAX No.: (519) 376-8998 (County) & (519) 376-8288 / The Alliance
Email Address: rrobinson@owensoundlawyers.com

4. **CHATTELS INCLUDED:**

See Schedule attached hereto

Unless otherwise stated in this Agreement or any Schedule hereto, Seller agrees to convey all fixtures and chattels included in the Purchase Price free from all liens, encumbrances or claims affecting the said fixtures and chattels.

5. **FIXTURES EXCLUDED:**

See Schedule attached hereto

6. **RENTAL ITEMS (Including Lease, Lease to Own):** The following equipment is rented and **not** included in the Purchase Price. The Buyer agrees to assume the rental contract(s), if assumable:

None

The Buyer agrees to cooperate and execute such documentation as may be required to facilitate such assumption.

7. **HST:** If the sale of the property (Real Property as described above) is subject to Harmonized Sales Tax (HST), then such tax shall be in addition to the Purchase Price. The Seller will not collect HST if the Buyer provides to the Seller a warranty that the Buyer is registered under the Excise Tax Act (“ETA”), together with a copy of the Buyer’s ETA registration, a warranty that the Buyer shall self-assess and remit the HST payable and file the prescribed form and shall indemnify the Seller in respect of any HST payable. The foregoing warranties shall not merge but shall survive the completion of the transaction. If the sale of the property is not subject to HST, Seller agrees to certify on or before closing, that the transaction is not subject to HST. Any HST on chattels, if applicable, is not included in the Purchase Price.

**INITIALS OF BUYER(S):**

**INITIALS OF SELLERS(S):**
8. **TITLE SEARCH:** Buyer shall be allowed until 6:00 p.m. on the 14th day of September, 2018, (Requisition Date) to examine the title to the property at his own expense and until the earlier of: (i) thirty days from the latter of the Requisition Date or the date on which the conditions in this Agreement are fulfilled or otherwise waived or; (ii) five days prior to completion, to satisfy himself that there are no outstanding work orders or deficiency notices affecting the property, that its present use (rental residential complex) may be lawfully continued and that the principal building may be insured against risk of fire. Seller hereby consents to the municipality or other governmental agencies releasing to Buyer details of all outstanding work orders and deficiency notices affecting the property, and Seller agrees to execute and deliver such further authorizations in this regard as Buyer may reasonably require.

9. **FUTURE USE:** Seller and Buyer agree that there is no representation or warranty of any kind that the future intended use of the property by Buyer is or will be lawful except as may be specifically provided for in this Agreement.

10. **TITLE:** Provided that the title to the property is good and free from all registered restrictions, charges, liens, and encumbrances except as otherwise specifically provided in this Agreement and save and except for (a) any registered restrictions or covenants that run with the land providing that such are compiled with; (b) any registered municipal agreements and registered agreements with publicly regulated utilities providing such have been complied with, or security has been posted to ensure compliance and completion, as evidenced by a letter from the relevant municipality or regulated utility; (c) any minor easements for the supply of domestic utility or telephone services to the property or adjacent properties; and (d) any easements for drainage, storm or sanitary sewers, public utility lines, telephone lines, cable television lines or other services which do not materially affect the use of the property. If within the specified times referred to in paragraph 8 any valid objection to title or to any outstanding work order or deficiency notice, or to the fact the said present use may not lawfully be continued, or that the principal building may not be insured against risk of fire is made in writing to Seller and which Seller is unable or unwilling to remove, remedy or satisfy or obtain insurance save and except against risk of fire (Title Insurance) in favour of the Buyer, and any mortgagee, (with all related costs at the expense of the Seller), and which Buyer will not waive, this Agreement notwithstanding any intermediate acts or negotiations in respect of such objections, shall be at an end and all monies paid shall be returned without interest or deduction and Seller, Listing Brokerage and Co-operating Brokerage shall not be liable for any costs or damages. Save as to any valid objection so made by such day and except for any objection going to the root of the title, Buyer shall be conclusively deemed to have accepted Seller's title to the property.

11. **CLOSING ARRANGEMENTS:** Where each of the Seller and Buyer retain a lawyer to complete the Agreement of Purchase and Sale of the property, and where the transaction will be completed by electronic registration pursuant to Part III of the Land Registration Reform Act, R.S.O. 1990, Chapter L4 and the Electronic Registration Act, S.O. 1991, Chapter 44, and any amendments thereto, the Seller and Buyer acknowledge and agree that the exchange of closing funds, non-registered documents and other items (the “Requisite Deliveries”) and the release thereof to the Seller and Buyer 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 Requisite Deliveries will be required to hold same in trust and not release same except in accordance with the terms of a document registration agreement between the said lawyers. The Seller and Buyer irrevocably instruct the said lawyers to be bound by the document registration agreement which is recommended from time to time by the Law Society of Upper Canada. Unless otherwise agreed to by the lawyers, such exchange of the Requisite Deliveries will occur in the applicable Land Titles Office or such other location acceptable to both lawyers.

12. **DOCUMENTS AND DISCHARGES:** Buyer shall not call for the production of any title deed, abstract, survey or other evidence of title to the property except as are in the possession or control of Seller. If requested by Buyer, Seller will deliver any sketch or survey of the property within Seller's control to Buyer as soon as possible and prior to the Requisition Date. If a discharge of any Charge/Mortgage held by a corporation incorporated pursuant to the Trust And Loan Companies Act (Canada), Chartered Bank, Trust Company, Credit Union, Caisse Populaire or Insurance Company and which is not to be assumed by Buyer on completion, is not available in registrable form on completion, Buyer agrees to accept Seller's lawyer's personal undertaking to obtain, out of the closing funds, a discharge in registrable form and to register same, or cause same to be registered, on title within a reasonable period of time after completion, provided that on or before completion Seller shall provide to Buyer a mortgage statement prepared by the mortgagee setting out the balance required to obtain the discharge, and, where a real-time electronic cleared funds transfer system is not being used, a direction executed by Seller directing payment to the mortgagee of the amount required to obtain the discharge out of the balance due on completion.

13. **INSPECTION:** Buyer acknowledges having had the opportunity to inspect the property and understands that upon acceptance of this offer there shall be a binding agreement of purchase and sale between Buyer and Seller.

14. **INSURANCE:** All buildings on the property and all other things being purchased shall be and remain until completion at the risk of Seller. Pending completion, Seller shall hold all insurance policies, if any, and the proceeds thereof in trust for the parties as their interests may appear and in the event of substantial damage, Buyer may either terminate this Agreement and have all monies paid returned without interest or deduction or else take the proceeds of any insurance and complete the purchase. No insurance shall be transferred on completion. If Seller is taking back a Charge/Mortgage, or Buyer is assuming a Charge/Mortgage, Buyer shall supply Seller with reasonable evidence of adequate insurance to protect Seller's or other mortgagee's interest on completion.

**INITIALS OF BUYER(S):**

**INITIALS OF SELLERS(S):**
15. **PLANNING ACT:** This Agreement shall be effective to create an interest in the property only if Seller complies with the subdivision control provisions of the Planning Act by completion and Seller covenants to proceed diligently at his expense to obtain any necessary consent by completion.

16. **DOCUMENT PREPARATION:** The Transfer/Deed shall, save for the Land Transfer Tax Affidavit, be prepared in registrable form at the expense of Seller, and any Charge/Mortgage to be given back by the Buyer to Seller at the expense of the Buyer. If requested by Buyer, Seller covenants that the Transfer/Deed to be delivered on completion shall contain the statements contemplated by Section 50(22) of the Planning Act, R.S.O. 1990.

17. **RESIDENCY:** (a) Subject to (b) below, the Seller represents and warrants that the Seller is not and on completion will not be a non-resident under the non-residency provisions of the Income Tax Act which representation and warranty shall survive and not merge upon the completion of this transaction and the Seller shall deliver to the Buyer a statutory declaration that Seller is not then a non-resident of Canada;

(b) provided that if the Seller is a non-resident under the non-residency provisions of the Income Tax Act, the Buyer shall be credited towards the Purchase Price with the amount, if any, necessary for Buyer to pay to the Minister of National Revenue to satisfy Buyer’s liability in respect of tax payable by Seller under the non-residency provisions of the Income Tax Act by reason of this sale. Buyer shall not claim such credit if Seller delivers on completion the prescribed certificate.

18. **ADJUSTMENTS:** Any rents, mortgage interest, realty taxes including local improvement rates and unmetered public or private utility charges and unmetered cost of fuel, as applicable, shall be apportioned and allowed to the day of completion, the day of completion itself to be apportioned to Buyer.

19. **TIME LIMITS:** Time shall in all respects be of the essence hereof provided that the time for doing or completing of any matter provided for herein may be extended or abridged by an agreement in writing signed by Seller and Buyer or by their respective lawyers who may be specifically authorized in that regard.

20. **PROPERTY ASSESSMENT:** The Buyer and Seller hereby acknowledge that the Province of Ontario has implemented current value assessment and properties may be reassessed on an annual basis. The Buyer and Seller agree that no claim will be made against the Buyer or Seller, or any Brokerage, Broker or Salesperson, for any changes in property tax as a result of a reassessment of the property, save and except any property taxes that accrued prior to the completion of this transaction.

21. **TENDER:** Any tender of documents or money hereunder may be made upon Seller or Buyer or their respective lawyers on the day set for completion. Money shall be tendered with funds drawn on a lawyer’s trust account in the form of a bank draft, certified cheque or wire transfer using the Large Value Transfer System.

22. **FAMILY LAW ACT:** Seller warrants that spousal consent is not necessary to this transaction under the provisions of the Family Law Act, R.S.O. 1990 unless the spouse of the Seller has executed the consent hereinafter provided.

23. **UFFI:** Seller represents and warrants to Buyer that during the time Seller has owned the property, Seller has not caused any building on the property to be insulated with insulation containing ureaformaldehyde, and that to the best of Seller’s knowledge no building on the property contains or has ever contained insulation that contains ureaformaldehyde. This warranty shall survive and not merge on the completion of this transaction, and if the building is part of a multiple unit building, this warranty shall only apply to that part of the building which is the subject of this transaction.

24. **LEGAL, ACCOUNTING AND ENVIRONMENTAL ADVICE:** The parties acknowledge that any information provided by the brokerage is not legal, tax or environmental advice, and that it has been recommended that the parties obtain independent professional advice prior to signing this document.

25. **CONSUMER REPORTS:** The Buyer is hereby notified that a consumer report containing credit and/or personal information may be referred to in connection with this transaction.

26. **AGREEMENT IN WRITING:** If there is conflict or discrepancy between any provision added to this Agreement (including any Schedule attached hereto) and any provision in the standard pre-set portion hereof, the added provision shall supersede the standard pre-set provision to the extent of such conflict or discrepancy. This Agreement including any Schedule attached hereto, shall constitute the entire Agreement between Buyer and Seller. There is no representation, warranty, collateral agreement or condition, which affects this Agreement other than as expressed herein. For the purposes of this Agreement, Seller means vendor and Buyer means purchaser. This Agreement shall be read with all changes of gender or number required by the context.

27. **TIME AND DATE:** Any reference to a time and date in this Agreement shall mean the time and date where the property is located.

INITIALS OF BUYER(S): __________________________  INITIALS OF SELLERS(S): __________________________
28. SUCCESSORS AND ASSIGNS: The heirs, executors, administrators, successors and assigns of the undersigned are bound by the terms herein.

SIGNED, SEALED AND DELIVERED in the presence of: IN WITNESS whereof I have hereunto set my hand and seal:

The Corporation of the County of Grey
Per: [Buyer/Authorized Signing Officer] (Seal) DATE June 1, 2018

We have authority to bind the Corporation

I, the Undersigned Seller, agree to the above offer. I hereby irrevocably instruct my lawyer to pay directly to the brokerage(s) with whom I have agreed to pay commission, the unpaid balance of the commission together with applicable Harmonized Sales Tax and any other taxes as may hereafter be applicable, from the proceeds of the sale prior to any payment to the undersigned on completion, as advised by the brokerage(s) to my lawyer.

SIGNED, SEALED AND DELIVERED in the presence of: IN WITNESS whereof I have hereunto set my hand and seal:

Golden Town Retirement Community Inc.
Per: [Seller/Authorized Signing Officer] (Seal) DATE June 1, 2018

We have authority to bind the Corporation

SPOUSAL CONSENT: The undersigned spouse of the Seller hereby consents to the disposition evidenced herein pursuant to the provisions of the Family Law Act R.S.O. 1990 and hereby agrees to execute all necessary or incidental documents to give full force and effect to the sale evidenced herein.

[Signature of Seller or Buyer]

CONFIRMATION OF ACCEPTANCE: Notwithstanding anything contained herein to the contrary, I confirm this Agreement with all changes both typed and written was finally accepted by all parties as of: 20...

INFORMATION ON BROKERAGE(S)

I acknowledge receipt of my signed copy of this accepted Agreement of Purchase and Sale and I authorize the Brokerage to forward a copy to my lawyer.

I acknowledge receipt of my signed copy of this accepted Agreement of Purchase and Sale and I authorize the Brokerage to forward a copy to my lawyer.

COMMISSION TRUST AGREEMENT

To: Cooperating Brokers

In consideration for the Cooperating Brokerage executing the foregoing Agreement of Purchase and Sale, I hereby declare that all moneys received or receivable by me in connection with the said Transaction, as contemplated in the MLS® Rules and Regulations of my Real Estate Board shall be receivable and held in trust. This agreement shall constitute a Commission Trust Agreement as defined in the MLS® Rules and shall be subject to and governed by the MLS® Rules pertaining to Commission Trust.

DATED as of the date and time of the acceptance of the foregoing Agreement of Purchase and Sale.

[Authorized to bind the Listing Brokerage]
SCHEDULE A

Legal Description:

FIRSTLY: LT 1359-1360, 1364 PL 309 MEAFORD; PT LT 1365 PL 309 MEAFORD, PT 1 16R-3992 (PIN 37107-0219), Municipal Address: 121 William Street, Meaford, Ontario

SECONDLY: PT LT 1323 - 1324, 1331 PL 309 MEAFORD PT 1 16R-4209; MEAFORD (PIN 37107-0188) Municipal Address: 80 Victoria Street, Meaford, Ontario

This Agreement of Purchase and Sale is for the purchase of all of the assets of Golden Town Retirement Community Inc. and Golden Town Residential Community Inc. located at or relating to the above properties, including all accounts receivable, cash, investments, furniture, equipment, fixtures, prepaid expenses, warranty rights, rights under leases and the real estate above described.

The Buyer agrees to pay the balance of the purchase price, subject to adjustments, by assuming the existing first mortgage(s) and the accounts payable relating to the properties on completion and the balance to paid to the Seller on completion of this transaction, with funds drawn on a lawyer’s trust account in the form of a bank draft, certified cheque or wire transfer using the Large Value Transfer System.

This offer is conditional upon the Buyer reviewing the terms of any rental agreements with tenants of the properties and rental contracts, lease contracts or lease to own agreements with respect to any non-owned assets (“Rental Agreements”) and finding such terms to be satisfactory to the Buyer in the Buyer’s sole and absolute discretion.

This offer is conditional upon the Buyer’s council providing all required approvals and passing all appropriate by-laws as required by the Municipal Act, 2001 and the Buyer’s existing municipal policies.

The Seller will provide copies of such Rental Agreements within 5 days of acceptance of this offer. Unless the Buyer gives notice in writing to the Seller personally or in accordance with any other provisions for delivery of notice in this Agreement of Purchase and Sale or any Schedule thereto not later than 5 p.m. on the 30th day after receipt of the Rental Agreements that this condition is fulfilled, this offer shall be null and void and the deposit shall be returned to the Buyer in full without deduction. This condition is included for the sole benefit of the Buyer and may be waived at the Buyer’s sole option by notice in writing to the Seller within the time period stated herein.

The Buyer agrees to assume the existing first Charge/Mortgage. This Offer is conditional upon the Buyer obtaining the approval of the Chargee/Mortgagee to assume the existing Charge/Mortgage. The Buyer hereby agrees to proceed immediately to make an application and provide such material as may be required by the Chargee/Mortgagee for approval of the Buyer as the Chargor/Mortgagor.

Buyer agrees to assume the existing tenancies subject of Rental Agreements which the Seller warrants are the only tenancies affecting the property. The Seller will provide a list of current tenancies, any outstanding or ongoing Landlord and Tenant Board proceedings, accommodation requests and copies of Rental Agreements. Seller will work with Buyer to ensure a smooth transition for tenants. The Seller and Buyer agree that the present General Manager shall be offered the same position on substantially
the same terms and conditions of employment by the Buyer. Buyer shall have no obligation with respect to any other employees of the Seller and the Seller shall indemnify and hold Buyer harmless against any claims by current or prior employees.

The Seller represents and warrants to the Buyer and acknowledges that the Buyer is relying on such representations and warranties as follows:

(1) That the chattels and fixtures as included in this Agreement of Purchase and Sale will be in good working order and free from all liens and encumbrances on completion.
(2) That all the mechanical, electrical, heating, ventilation, air conditioning systems, air compressors, elevators, conveyor systems, sprinkler systems, boilers, and all other equipment on the real property shall be in good working order on completion.
(3) That the property is in compliance with the Fire Code and all fire safety regulations and there are working smoke alarms and sprinkler systems. The buildings contain fire-rated doors. The Seller is to provide a satisfactory fire inspection report and agrees to rectify any deficiencies contained in the report on or before closing.
(4) There are no outstanding work orders.
(5) That the Seller is unaware of any environmental contamination on the properties and has complied at all times with applicable statutes, regulations, orders and protocols regarding any hazardous materials located at or brought on the properties.
(6) That the audited financial statements for the fiscal year end of the Seller that was most recently completed were prepared in accordance with applicable generally accepted accounting practices for comparable corporations, contain complete and accurate information regarding the Seller’s assets and liabilities as well as the financial results of its operations for the periods of time reported upon and contain no incorrect information.
(7) That the Seller is not aware of any current or previous attempt to organize any bargaining unit for the employees that would result in collective bargaining for employment terms.
(8) That the Seller has complied with all applicable rent control requirements of the Residential Tenancies Act and all predecessor and comparable legislation applicable to its operations.

The Parties agree that this representation and warranty shall survive and not merge on completion of this transaction, but apply only to the state of the property at completion of this transaction.

Notwithstanding any other provision of this Agreement of Purchase and Sale, the parties agree that the transaction contemplated by this Agreement is a sale of all or substantially all of the assets of an ongoing business and the parties shall co-operate in preparing and filing a joint election pursuant to section 167(1) of the Excise Tax Act (HST) such that no HST is collected or remitted at the closing date.
Corporation of the County of Grey
By-Law 5027-18

A By-law to Authorize the Warden and Clerk to Execute an Agreement Between the Corporation of the County of Grey and Plan A Simcoe for Supplemental Long-Term Care Staffing

WHEREAS the Council of the County of Grey adopted the recommendations of the Long-Term Care Committee of Management minutes dated June 12, 2018 approving the entering into an Agreement with Plan A Simcoe for supplemental long-term care staffing;

AND WHEREAS Section 8 of the Municipal Act, 2001, as amended provides that a municipality has the authority to govern its affairs as it considers appropriate and enables the municipality to respond to municipal issues;

NOW THEREFORE BE IT RESOLVED THAT THE COUNCIL OF THE CORPORATION OF THE COUNTY OF GREY HEREBY ENACTS AS FOLLOWS:

1. The Warden and Clerk are hereby authorized and directed to execute, and the Clerk to affix the Corporate seal thereto, an Agreement with Plan A Simcoe for supplemental long-term care staffing.

2. The Agreement referred to in Clause 1 forms and becomes part of this By-law.

3. This By-law shall come into force and effect upon the final passing thereof.

ENACTED AND PASSED this 12th day of July, 2018.

_________________________________  ________________________________
WARDEN: Stewart Halliday            CLERK: Heather Morrison
STAFFING AGREEMENT

THIS AGREEMENT ("agreement") made the______day of______________, 20__.

BETWEEN

Plan A Simcoe
operating as Plan A Simcoe Health Care Staffing Solutions
(referred to in this Agreement as "Plan A")

and

The Corporation of the County of Grey
(referred to in this Agreement as "the Long Term Care Partner")

Plan A and the Long Term Care Partner wish to enter into an agreement where Plan A will provide temporary clinical staff ("Supplemental Staff") to the Long Term Care Partner at an agreed upon rate.

The purpose of this agreement is to set out the terms of employment and to establish the rights, duties, obligations and expectations of the parties in reference to the Supplemental Staff. The parties covenant and agree with each other as follows:

1. **Term and Supply**

   Plan A agrees to supply to the Long Term Care Partner Supplemental Staff to perform the duties requested by the Long Term Care Partner in accordance with the terms and conditions in Schedule “A” and Schedule “B” attached and signed and the Long Term Care Partner agrees that its obligations and rights pursuant to this agreement and Schedule “A” and “B”.

2. **Payment**

   The Long Term Care Partner during the period agrees to pay Plan A for the services of Supplemental Staff in accordance with Schedule “C” attached and signed.

3. **Accounts**

   Plan A shall submit its invoices on a weekly basis and payment will be due within thirty (30) days from the invoice date. Payments are subject to a further charge of one and one-half percent (1.5%) for the unpaid balance.

4. **Administration Fee**

   An Administration fee of $1,500.00+HST is invoiced upon contract signature. This fee assists with the costs associated with the following:
Continued maintenance and provision of staff files (on demand).

*Plan A* files include: Resume, Proof of education, 3-5 professional references, CPR Certification, N-95 Mask Fit, Criminal Record Check, WHMIS, 4 Step Health and Safety Awareness Certification, Proof of flu shot, proof of TB 2 Step, and signature toward confirmation of orientation.

- Contract development
- Continued Plan A office support
- Training, use and continued support or our shift filling software, StaffStat

This fee will be invoiced upon contract signature and payment will be expected within a 30 day period from the date of contract. Payments are subject to a further charge of one and one-half percent (1.5%) for the unpaid balance.

### 5. Orientation Fee

If the Long Term Care Partner requires Supplemental Staff to complete mandatory training or orientation ("Orientation"), an orientation fee will be invoiced to the Long Term Care Partner in accordance with the payment schedule provided in Schedule “C”. The orientation fee will be invoiced at the discretion of Plan A in connection with the performance of the following:

- Mandatory onsite or at home training
- Mandatory job shadowing
- Mandatory orientation sessions

This fee will be invoiced with the weekly accounts provided in Section 3 and payment will be due in accordance with the provisions of Section 3 hereof.

### 6. Supplemental Staff Employees

The Supplemental Staff shall remain employees of Plan A which shall be solely responsible for the arrangement of reliefs and substitutions, pay, discipline, unemployment insurance, workers’ compensation, leave and all other matters arising out of the relationship between employer and employee. Day to day direction of Supplemental Staff will be performed by the Long Term Care Partner.

### 7. Insurance

Plan A shall maintain during the term of this agreement and any subsequent renewals, general liability and professional liability coverage available for all services provided by Supplemental Staff of Plan A in the minimum amount of $5,000,000. Plan A will provide, upon request, Certificates of Insurance or other evidence of insurance coverage and will notify the Long Term Care Partner of any cancellation or modification of its insurance coverage.

### 8. Indemnification

(1) Plan A agrees to promptly indemnify and save the Long Term Care Partner...
harmless from any costs, claims, demands, suits, actions, damages (incidental, direct, indirect, special, consequential or otherwise) or judgments made, brought or recovered against the Long Term Care Partner resulting from any act, omission, fault, default or negligence by Plan A or those for whom it is in law responsible in connection with the services covered by this agreement unless due to any act, breach, omission, fault, default or negligence of the Long Term Care Partner or any person or entity for whom it is in law responsible.

(2) The Long Term Care Partner agrees to promptly indemnify and save Plan A and those for whom it is in law responsible harmless from any loss, costs, claims, charges, suits, actions, damages (incidental, direct, indirect, special, consequential or otherwise) or judgments made, brought or recovered against Plan A or those for whom it is in law responsible (including, without limitation, legal fees on a substantial indemnity basis) resulting from the performance of any of the duties set forth in this agreement or the carrying out by any such employee of any instructions given to him or her by any official of the Long Term Care Partner, unless due to any act, breach, omission, fault, default or negligence of Plan A.

(3) The indemnity contained in this paragraph 10(1) and (2) shall survive the termination of this agreement.

9. Termination

Despite anything contained in this agreement to the contrary, this agreement may, without liability, be terminated by thirty (30) days written notice to the other party.

10. Waiver

The failure of either party at any time to require performance by the other party of any provision shall in no way affect the full right to require such performance at any time thereafter; nor shall a waiver by either party of any breach of the provisions be taken or held to be a waiver of any succeeding breach of such provisions or as a waiver of the provision itself.

11. Amendments

Except as otherwise provided herein, the parties must amend this agreement in writing and any addendum to this agreement will be incorporated into this agreement provided the addendum is in writing.

12. Entire Agreement

With the exception of any amendments made pursuant to Section 14 hereof, this agreement constitutes the entire agreement between the parties and there are no conditions, covenants, agreements, representations, warranties or other provisions, express or implied, collateral, statutory or otherwise, relating to the subject matter hereof.
13. **Governing Law**

This agreement shall be construed and enforced in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein.

14. **Enurement**

This agreement shall enure to the benefit of and be binding on the parties and their respective heirs, executors, successors and assigns.

15. **Partial Severability**

If any part of this agreement is held or rendered invalid or illegal, the remainder of this agreement continues to apply.

16. **Counterparts**

This agreement may be executed in any number of counterparts and all such counterparts shall for all purposes constitute one agreement binding on the parties, notwithstanding that not all parties are signatories to the same counterpart.

17. **Notices**

Any notices required to be given by either party to the other shall be sufficiently given if sent by facsimile transmission, email transmission, delivered or mailed by prepaid registered post addressed to the Long Term Care Partner at 595 9th Avenue East Owen Sound, ON N4K 3E3 and to Plan A at 49 Essa rd #2, Barrie ON L4N 3K4. Any such notice shall be conclusively deemed to have been given and received at the time of its facsimile transmission, email transmission or at the time of its delivery by one party to the address of the other or, in the event of service by registered mail, on the second business day after the day of such mailing. Either party may by notice in writing to the other designate another address to which notices mailed more than ten (10) days after the giving of notice of change of address shall be addressed.

**IN WITNESS WHEREOF** the parties have executed this agreement on this date ____________________________ in the city of ____________________________.

____________________________
Witness

____________________________
Director,
Plan A Simcoe Health Care Staffing Solutions

Name: Stewart Halliday
Title: Warden

Name: Heather Morrison
Title: Clerk
The Corporation of the County of Grey
I/We have the authority to bind the corporation
**Schedule “A”**

**Plan A Responsibilities**

1. Upon request by the Long Term Care Partner, Plan A shall provide the requested services of Supplemental Staff subject to the availability of qualified Supplement Staff. Plan A does not guarantee availability of Supplemental Staff, but agrees to undertake reasonable efforts to ensure availability.

2. At the Long Term Care Partner’s request, Plan A will provide copies of the following to the Long Term Care Partner in respect to the proposed assigned supplemental staff:
   a. Documentation of education and training
   b. Current First Aid/CPR
   c. Recent CPIC - criminal background check
   d. Copy of certification or license and registration (which applicable)
   e. Copy of Flu Vaccination
   f. Copy of TB 2-step
   g. Copy of N95 Mask Fit Certification
   h. 4 Step Health and Safety Awareness Certification
   i. WHMIS certificate

3. Plan A will use its best efforts to match the skills and experience levels of its Supplemental Staff to the specific needs of the Long Term Care Partner.

4. Plan A warrants that it is in compliance with all laws that are applicable to the use of Supplemental Staff by a Long Term Care Partner.

5. Plan A will comply with the Long Term Care Partner’s policies and procedures for the use of supplemental staffing services.

6. In the event that Plan A staff does not report for duty at the scheduled time, the Long Term Care Partner shall notify Plan A immediately and Plan A will make alternate arrangements to replace the staff.

7. Plan A will provide regular updates of employee names to the Long Term Care Partner to ensure that there is no conflict of interest between Plan A employees and the Long Term Care Partner (i.e. no terminated employee of the Long Term Care Partner will be scheduled to work at the Long Term Care Partner through Plan A).

**IN WITNESS WHEREOF** the parties have executed this agreement on this _____ day of ___________________, 2018 in the city of ____________________.

____________________________  
Witness  
_________________________________  
Director,  
Plan A Simcoe Health Care Staffing Solutions

____________________________  
Warden: Stewart Halliday  
_________________________________  
Clerk: Heather Morrison  
The Corporation of the County of Grey  
We have the authority to bind the corporation
Schedule “B”

Long Term Care Partner Responsibilities

1. The Long Term Care Partner shall appoint one point of contact or designate per home to communicate with Plan A regarding all contract conversations.

2. The Long Term Care Partner shall provide sufficient information about its specific needs to Plan A so that Plan A can match the skills and experience of its Supplement Staff to those needs.

3. The Long Term Care Partner shall utilize assigned Supplemental Staff only for the specific need requested, unless the Long Term Care Partner, Plan A and Supplemental Staff agree to a change in duties.

4. The Long Term Care Partner agrees that Plan A’s duty to fulfill requested assignment of Supplemental Staff is subject to availability of qualified Supplemental Staff.

5. The Long Term Care Partner will make its policies and procedures available to Plan A to review.

6. The Long Term Care Partner will provide paired-up orientation with a Long Term Care Partner staff member as part of the Supplemental Staff’s first shift. The Long Term Care Partner will introduce the Supplemental Staff to its rules and regulations, the physical layout and the equipment on any unit to which such Supplemental Staff are assigned. Supplemental Staff shall report to the supervisor designated by the Long Term Care Partner to find out where they work and who they are working with before he/she begins their shift. The home is asked to make every effort in providing adequate orientation shifts to ensure continued shift coverage each month. For greater certainty, the orientation provided in this paragraph 6 of Schedule B is separate from Orientation provided in Section 6 of the agreement and shall be invoiced at the regular rate for Supplemental Staff (as set in Schedule C).

7. The Long Term Care Partner will immediately notify Plan A of any problems regarding Plan A Supplemental Staff. Any problems regarding Plan A Supplemental Staff must be brought forth by the Director of Care or Designate directly to Plan A with right of access to the Long Term Care Partner and witnesses for the purpose of your investigation.

8. If, in the sole discretion of the Long Term Care Partner, any person assigned by Plan A is incompetent, grossly negligent, or has engaged in willful misconduct, the Long Term Care Partner may require such person to leave its premises and shall inform Plan A of this action immediately. The Long Term Care Partner’s obligation to compensate Plan A for said services shall be limited to the hours actually worked by such a person. The Long Term Care Partner shall have no further obligation with respect to such assignment.
9. The Long Term Care Partner may hire Supplemental Staff directly provided that:
(i) any Personal Support Worker hired directly by the Long Term Care Partner
has worked a minimum of 30 (thirty) shifts at the Long Term Care Partner; (ii)
any Registered Practical Nurse hired directly by the Long Term Care Partner has
worked a minimum of 10 (ten) shifts at the Long Term Care Partner; and (iii) any
Registered Nurse hired directly by the Long Term Care Partner has worked a
minimum of 10 (ten) shifts at the Long Term Care Partner. The Long Term Care
Partner will notify Plan A immediately upon hiring Supplemental Staff directly and
payment will be made to Plan A in accordance with the terms of Section 2 and 3
of this agreement.

IN WITNESS WHEREOF the parties have executed this agreement on this date

____________________________  ______________________________________
Witness                                          Director,

____________________________  Plan A Simcoe
Witness: Stewart Halliday

____________________________  Clerk: Heather Morrison
Warden: Stewart Halliday

The Corporation of the County of Grey
I/We have the authority to bind the corporation
Schedule “C”

Payment

1. **Personal Support Workers:** The Long Term Care Partner will pay Plan A $42.00 per hour + HST in respect of each supplemental personal support worker provided under this agreement. The rate for service may be amended by Plan A once annually upon providing thirty (30) days’ written notice to the Long Term Care Partner.

2. **Registered Practical Nurses:** The Long Term Care Partner will pay Plan A $62.00 per hour + HST in respect of each supplemental registered practical nurse provided under this agreement. The rate for service may be amended by Plan A once annually upon providing thirty (30) days’ written notice to the Long Term Care Partner. The Long Term Care Partner will pay Plan A $62.00 per hour + HST in respect of each supplemental registered practical nurse for Orientation provided under Section 6 of this agreement.

3. **Registered Nurse:** The Long Term Care Partner will pay Plan A $92.00 per hour + HST in respect of each supplemental registered nurse provided under this agreement. The rate for service may be amended by Plan A once annually upon providing thirty (30) days’ written notice to the Long Term Care Partner. The Long Term Care Partner will pay Plan A $92.00 per hour + HST in respect of each supplemental registered nurse for Orientation provided under Section 6 of this agreement.

4. If the Long Term Care Partner should require Supplement Staff for a shift but provides less than twenty-four (24) hours’ notice, Plan A shall be entitled to a one hundred dollar ($100.00) last minute fee if the requested Supplemental Staff is provided in whole or part. Plan A does not guarantee that a cancellation request will be filled but will make its best efforts to fill such request.

5. If the Long Term Care Partner changes or cancels a staffing request less than four (4) hours before reporting time, the Long Term Care Partner shall be billed a premium of four (4) hours at the hourly rate for the personnel involved in accordance with the rates set out in this Schedule C. If the Long Term Care Partner changes or cancels a request less than forty-eight (48) hours before reporting time for either Christmas Day (December 25) or Boxing Day (December 26), the Long Term Care Partner shall be billed a premium of four (4) hours at the hourly rate for the personnel involved in accordance with the rates set out in this Schedule C. If the Long Term Care Partner requests a Supplemental Staff on less than twenty-four (24) hours’ notice and cancels after being informed that the shift was filled, Plan A shall be entitled a one hundred dollar ($100.00) last minute fee.

6. Plan A abides by legislation to pay all Supplemental Staff for Statutory Holidays and/or Civic Holidays as well as overtime pay. Statutory Holidays (New Year’s Day, Family Day, Good Friday, Victoria Day, Canada Day, Labour Day and Thanksgiving, Christmas Day and Boxing Day) will be invoiced separately at the
rate of 1.5 times the regular rate of pay per hour.

For greater certainty, the Supplemental Staff is entitled to overtime pay at the respective rate above if (i) the Supplemental Staff is asked by the Long Term Care Partner to continue to work after the regularly scheduled shift, (ii) the Supplemental Staff has already worked a minimum of 7.5 hours that day, and (iii) the Supplemental Staff accepts the overtime hours.

7. Travel distance fees will be applied in respect of Long Term Care Partners’ located at distances greater than 100km from the Plan A office providing service. Such fees will be paid by the Long Term Care Partner and are calculated at a rate of $0.55/km.

8. The Long Term Care Partner agrees to pay for the cost of accommodations where required. Plan A agrees to find the most suitable option, taking into consideration cost and location. At times, accommodations are required for Plan A staff to assist with a Long Term Care Partner’s shift coverage. Plan A will invoice the Long Term Care Partner for the cost of the booking as well as an additional 15% charge. This charge will assist with the administration costs associated with:
   - Finding suitable hotel
   - Finding hotel with vacancy
   - Booking the hotel
   - Relaying all information back to staff
   - Editing the reservation when needed

When a hotel room is reserved by Plan A administrative staff based on a booked and covered shift, a $25 charge will be applied to the Long Term Care Partner’s invoice if the shift is cancelled more than 24 hours in advance of the scheduled shift and the room must consequently be cancelled. Where the Long Term Care Partner cancels a shift, less than 24 hours in advance of the scheduled shift, Plan A will invoice the Long Term Care Partner for the cost of the hotel.

9. When Supplemental Staff is provided by Plan A for a Long Term Care Partner out of town, the Supplemental Staff will be allotted a meal allowance which will subsequently be included in the Long Term Care Partner’s following invoice. To qualify for a one day meal allowance, the Supplemental Staff must work a 7.5 hour shift and incur mileage and an overnight stay. Meal allotment is $50.00 per day for each individual and this meal fee will be included in the Long Term Care Partner’s next invoice.

10. **Accessing Additional Plan A Staff Pools:**
    From time to time your local Plan A may not be able to fulfill your demands. It is for that reason we have created a back-up plan to your back-up plan. This schedule lays out the costs of acquiring staff from beyond your local Plan A’s current borders to all of our Plan A’s across the province. You will be approached on a case by case basis and a call out to other pools will only occur
if your home has agreed to it for each specified shift and if your local Plan A is unable to fill the shift.

11. **Calculating rates for differing locations.**

When accessing staff from the Plan A greater pool the rate calculator will be used to determine your “per hour” rates based on any and all extenuating charges.

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An electronic version of this calculator will be provided to you and your homes as a quick guide to the services that will be provided and the additional expenses that may be incurred.

**IN WITNESS WHEREOF** the parties have executed this agreement on this date

____________________________
Witness

____________________________
Director,
Plan A Simcoe

____________________________
Warden: Stewart Halliday

____________________________
Clerk: Heather Morrison
The Corporation of the County of Grey
I/We have the authority to bind the corporation
1. Pro Forma Invoicing

Plan A reserves the right to practice pro forma billing should a Long Term Care Partner incur 3 consecutive late payments.

When initially entering into a pro forma contract with Plan A, the average from the month prior will be used to determine the Long Term Care Partner’s next invoice, for example:

November 2015 – Shift coverage for 12 LTC homes:
RN-40 shifts covered/12 LTC homes=3.3 shifts x 7.5 hours @ $87 hourly = $2,153.25  
RPN-34 shifts covered/12 LTC homes=2.8 shifts x 7.5 hours @ $64 hourly = $1,344.00  
PSW-105 shifts covered/12 LTC homes=8.5 shifts x 7.5 hours @ $39 hourly = $2,486.25

Pro forma invoice total - $5,983.50 for a new client signing on in January of 2016. This will be invoiced to the Long Term Care Partner prior to providing services and then applied to the initial invoice.

Upon receiving payment, the Long Term Care Partner will be entitled to receive services on an as needed basis throughout the month of January. On a weekly basis, the Long Term Care Partner will receive an invoice indicating actual usage and will then be informed of credit remaining. Any amounts owing by the Long Term Care Partner to Plan A for Orientation will be added to the corresponding weekly invoice.

For the month of February, the Long Term Care Partner will receive a pro forma invoice based on their specific usage from the month before. Should there be a credit remaining, it will be applied to the current month’s pro forma invoice (February). If services went beyond the amount of the prior month’s pro forma invoice, an additional invoice for services rendered will be sent and payment will be expected no later than 7 days following receipt of invoice.

IN WITNESS WHEREOF the parties have executed this agreement on this date ___________________________ in the city of ________________________________.

____________________________  ___________________________  
Witness  Director,  
Plan A Simcoe

____________________________  ___________________________  
Warden: Stewart Halliday  Clerk: Heather Morrison  
The Corporation of the County of Grey  I/We have the authority to bind the corporation