Committee of the Whole
September 27, 2018 – Following Council
Council Chambers, Grey County Administration Building

1. Call to Order
2. Declaration of Pecuniary Interest
3. Business Arising from the Minutes
   a. Appointment of Director of Legal Services
      That Grey County Council acknowledges that ___ be appointed to the position of Director of Legal Services effective ___ as approved by the Chief Administrative Officer and in accordance with Sections 1 and 2 of By-law 5029-18, being the Lame Duck By-law.

4. Delegations
   10:00 AM Norah Holder, President and CEO, Collingwood General and Marine Hospital and Jory Pritchard-Kerr, Executive Director, Collingwood General and Marine Hospital Foundation
   10:15 AM Connie McKay, Program Services Coordinator; Leon Frisch, Board Chair; Paul Fraser, Treasurer; and Shannyn Osborne, Director - Safe ‘n Sound
   10:30 AM Josh MacLeod, N. Barry Lyon Consultants Limited Creating Attainable Housing for the Tourism Workforce in South Georgian Bay

5. Determination of Items Requiring Separate Discussion

6. Consent Agenda
   That the following Consent Agenda items be received; and
   That staff be authorized to take the actions necessary to give effect to the recommendations in the staff reports; and
   That the correspondence be supported or received for information as recommended in the consent agenda.
   a. Grey County-The Blue Mountains Task Force minutes dated June 7, 2018
      That the minutes of the Grey County-The Blue Mountains Task Force meeting dated June 7, 2018 be adopted as presented.
b. Township of Amaranth Correspondence dated August 30, 2018

That the Township of Amaranth correspondence dated August 30, 2018 regarding the North American Free Trade Agreement and Dairy Supply Management Program be supported by Grey County Council.

c. Saugeen Valley Conservation Authority Correspondence dated August 16, 2018

That the Saugeen Valley Conservation Authority correspondence dated August 16, 2018 regarding the Memorandum of Understanding – Planning Services be received for information.

d. Saugeen Valley Children’s Safety Village Correspondence dated August 8, 2018

That the Saugeen Valley Children’s Safety Village correspondence dated August 8, 2018 regarding signage at the Children’s Safety Village be received for information.

e. CCR-CW-10-18 Declaration of Surplus Land – West Grey

That the property described as Part of Park Lot 8 North Side of Chester Street West Plan 500 Durham as in GS38555 except R443637, Geographic Township of Bentinck, Municipality of West Grey (Twin Pines) be declared surplus as approved by resolution CW98-18; and

That the land be valued based on the Municipal Property Assessment Corporation assigned value; and

That the Clerk be directed to provide notice of Council’s intent to sell the property in accordance with the Sale of Land Procedure for affordable and market rent housing units following receipt of a successful proposal through the Request for Proposal process.

f. Addendum to TR-CW-43-18 EPCOR Franchise Agreement – Chatsworth and West Grey

That Addendum to Report TR-CW-43-18 regarding the EPCOR Model Franchise Agreement be received; and

That Council approves the draft By-Law (including the Franchise Agreement forming part thereof) attached hereto and authorizes the submission thereof to the Ontario Energy Board for approval pursuant to the provisions of Section 9 of the Municipal Franchises Act; and

That Council requests the Ontario Energy Board to make an order dispensing with the assent of the municipal electors of the draft By-Law (including the franchise agreement forming part thereof) pursuant to the provisions of Section 9(4) of the Municipal Franchises Act.

7. Items For Direction and Discussion
Committee of the Whole
September 27, 2018
Page 3

a. Economic Development and Planning Advisory Committee minutes dated September 6, 2018

That the minutes of the Economic Development and Planning Advisory Committee meeting dated September 6, 2018 be adopted as presented.

b. PDR-CW-32-18 Community Improvement Plan Program

That Report PDR-CW-32-18 regarding the Community Improvement Plan Program be received; and

That staff be directed to work with local municipalities to finalize the Community Improvement Plan Program and to incorporate any budget considerations to implement the Community Improvement Plan Program as part of the 2019 Budget.

c. Addendum to PDR-CW-19-18 Recolour Grey – Final Revised Official Plan

That Addendum to Report PDR-CW-19-18 regarding a final revised draft of the new Official Plan be received;

That all written and oral submissions received throughout the new Official Plan process known as Recolour Grey were considered; the effect of which helped to create a new Official Plan that will meet the County’s needs for the next 20 years;

That a by-law to adopt the new County Official Plan be prepared for consideration by County Council; and

That the 2-year moratorium as per Section 22(2.1) of the Planning Act be waived on all amendments to the County Official Plan as permitted under Section 22(2.2) of the Act, in order to allow for future amendments to the Plan to be considered following the Plan being approved by the Province.

d. Addendum to PDR-CW-09-18 Centre Point South Plan of Subdivision – Grey Highlands

That Addendum to Report PDR-CW-09-18 be received; and

That all written and oral submissions received on plan of subdivision 42T-2017-06 known as Centre Point South were considered; the effect of which helped to make an informed recommendation and decision; and

That in consideration of the draft plan of subdivision application 42T-2017-06, for lands described as Part of Lots 102 and 103, Concession 1 North and East of the Toronto and Sydenham Road (NETSR), (geographic Township of Artemesia) in the Municipality of Grey Highlands, the Grey County Committee of the Whole approves this plan of subdivision with a total of three hundred and ninety-three residential units, subject to the conditions set out in the Notice of Decision; and

That the existing draft approved plan of subdivision 42T-91012 on the subject
lands be withdrawn and closed on the subject lands, upon written request from the landowner.

e. FR-CW-20-18 2019 Budget Process and Timetable
   That the 2019 budget process and timetable as set out in Report FR-CW-20-18 be received.

f. FR-CW-21-18 FCM’s Municipal Asset Management Program Application
   That Report FR-CW-21-18 be received;
   That County Council authorize staff to apply for funding from the Federation of Canadian Municipalities’ (FCM) Municipal Asset Management Program (MAMP) to advance the County’s asset management program by undertaking camera inspections and condition assessments of the County’s stormwater sewer infrastructure;
   That County Council acknowledges the commitment to fund any project costs that are not covered by the FCM grant and these costs to be funded by a transfer from the Transportation Services General Reserve and this be included in the 2019 budget, up to a maximum County contribution of $350,000; and
   That staff be authorized to proceed with this grant application prior to County Council’s approval as per Section 25.6 (b) of Procedural By-law 5003-18.

g. TR-CW-49-18 The Blue Mountains Winter Maintenance Agreement
   That Report TR-CW-49-18 be received and the Warden and Clerk be authorized to execute a three year winter maintenance agreement between the County of Grey and the Town of The Blue Mountains.

h. SSR-CW-15-18 2018 Child Care Transfer Payment Agreement (Fourth Revision)
   That SSR-CW-15-18 regarding a further amendment to the 2018 Child Care Ontario Transfer Payment Agreement, decreasing the funding from $8,917,312 to $8,800,778, be received and;
   That staff be authorized to execute the 2018 Child Care Transfer Payment Agreement (fourth revision) with the Ministry of Education prior to County Council approval as per Section 25.6 (b) of Procedural By-law 5003-18.

8. Closed Meeting Matters (if required)
9. Other Business
10. Notice of Motion
11. Adjournment

Grey County Administration Building Ribbon Cutting at 1:00 p.m.
The Task Force met on the above date at the County Administration Building with the following members in attendance:

Present: Grey County Warden Stewart Halliday; The Blue Mountains Councillor Michael Martin; Grey County Councillors Ian Boddy and Kevin Eccles.

Regrets: Councillors John McGee and Joe Halos

Staff Present: Kim Wingrove, Grey County Chief Administrative Officer; Shawn Everitt, The Blue Mountains Interim Chief Administrative Officer; Kevin Weppler, Director of Finance; and Jacquelyn Morrison, Deputy Clerk/ Legislative Coordinator.

Call to Order

Warden Halliday called the meeting to order at 10:06 AM.

Declaration of Pecuniary Interest

There were no declarations of pecuniary interest.

Adoption of Minutes

_TBM01-18_ Moved by: Councillor Martin Seconded by: Councillor Eccles

That the Grey County – The Blue Mountains Task Force minutes dated March 6, 2018 be adopted as presented.

Carried

Kim Wingrove noted that the “to-dos” in the March 6, 2018 minutes have been
addressed.

Items for Discussion

Drainage

Michael Martin advised that there are a number of development projects moving forward, which may impact drainage in The Blue Mountains. He specifically noted County Roads 19 and 21. Shawn Everitt identified the need to get ahead of potential drainage issues.

Randy Scherzer, Director of Planning, entered the meeting.

Mr. Scherzer discussed the Monterra Phase III development, which has been previously draft approved and is currently going through a redline revision process. He advised that the Grey County Planning Department ensures that all new development projects meet the County’s standards. For any new development or revisions to development proposals, comments from the local municipality and the conservation authority are key when it comes to stormwater management/drainage matters.

Mr. Scherzer also advised that the County’s Planning Department received comments regarding stormwater management and drainage matters through the Recolour Grey process. These comments were considered when revising the new draft Official Plan.

Mr. Scherzer informed the Task Force that Grey Sauble Conservation Authority, the Town, and the County have applied for funding from the National Disaster Mitigation Program. The project includes collecting detailed elevation data to create a model of the geographic areas within the County. Through these models, the conservation authority, public works staff and planners will be able to look at specific areas and identify best practices to mitigate stormwater management/drainage risks associated with storm events. One of the specific areas to be looked at through this project is the Craigleith/Camperdown area in the Town of The Blue Mountains. Greenland Group of Companies out of Collingwood will be assisting with the project. This project is in the early stages and is anticipated to be completed in 2019. It is hoped that this project will serve as a model that can be replicated in other areas across the County.

Kim Wingrove suggested that The Blue Mountains contact the Greenland Group of Companies, based in Collingwood, Ontario, to arrange for a presentation to The Blue Mountains’ Council.

Mr. Scherzer left the meeting.
Transportation Challenges

Kim Wingrove advised that Grey County was successful in receiving the Community Transportation Grant ("the Grant"). Grey County’s transportation project includes four transportation routes; two of which are intercommunity routes. She noted that there have been discussions between the County and the province regarding the transportation routes, specifically the routes to Shelburne and to the Blue Mountain Resort.

Ms. Wingrove noted that the County and The Blue Mountains will need to meet to begin planning the specifics of the Highway 26 transportation route to the Blue Mountain Resort. The target commencement date for the project is Spring 2019.

Kevin Weppler noted that the Grant is for a period of five years. Some discussion occurred around what would happen after the province ceased funding the transportation project.

Ms. Wingrove noted the potential benefit of the Highway 26 transportation route to the Georgian College campuses in Owen Sound and Collingwood. She suggested that the route could be of benefit to students as there is some overlap in areas of focus between the tourism and culinary students at the two campuses.

Museums and Archives – Joint Support

Warden Halliday noted that the County provides storage space to all of the municipalities for archives and that the Grey Roots Museum provides a service for the entire County.

Shawn Everitt noted space constraint for artifacts at the Craigleith Heritage Depot. He also noted that The Blue Mountains public library may be interested in storing records at Grey Roots.

Kim Wingrove noted a report coming to Council on June 28th regarding the Grey Roots Collection Plan.

Annual County Levy – Electors/ Assessment

Michael Martin noted the Annual County Levy and The Blue Mountains’ contribution.

Kevin Weppler advised that in order to change the apportionment of the Annual County Levy the tax legislation would have to change and this would also need to be supported by the other local municipalities.
Councillor Martin clarified that The Blue Mountains was interested in discussing whether the weighted vote calculation during Council and Committee of the Whole meetings could be changed to consider assessment values.

Kevin Eccles noted the importance of recognizing the number of individual residents in each municipality.

Shawn Everitt noted that a number of residents in The Blue Mountains do not qualify as electors because their homes are owned by numbered companies or are second homes.

Potential options for voting were discussed by the Task Force. Limited discussion occurred around the procedure for recorded votes in closed meetings.

**Reconsideration of Optional Responsibilities under the *Municipal Act***

Michael Martin noted the joint responsibilities in the *Municipal Act* and whether there is any interest in looking at alternatives for dividing the responsibilities. He acknowledged that this would require going through the *Act* and sorting out what responsibilities are joint responsibilities. As examples of joint responsibilities he noted: libraries, planning, transportation, archives, etc. The reason for the review would be to achieve greater efficiencies.

Kevin Weppler noted that there is a county/local municipal collaboration framework to bring proposed changes forward to the County, which requires at least two municipalities.

Councillor Martin will look into this further and bring back a report.

**Hospital Funding**

Michael Martin noted that the Collingwood General and Marine Hospital is seeking funding.

Kevin Weppler advised that the County has not received a request to contribute any funding to the hospital.

Shawn Everitt advised that the hospital will be attending The Blue Mountains’ Council where they will be seeking funds.

**Economic Development Funding**

Warden Halliday noted that each of the municipalities has their own individual economic development strategies in addition to the County’s Economic Development team.
Discussion occurred around implementing overarching economic development policies. Councillor Martin gave an example of the municipal ability to levy a hotel (accommodation) tax. Shawn Everitt made note of the Blue Mountain Resort. Discussion occurred around such a tax in other municipalities.

Councillor Eccles discussed coordinating a team effort regarding economic development led by the County.

Kim Wingrove advised that Grey County has an Economic Development and Planning Advisory Committee that regularly meet.

There was further discussion around tourism. Ms. Wingrove discussed some of the efforts by the County on the tourism front. Shawn Everitt noted the positive working relationship between the County and the Town of the Blue Mountains regarding tourism.

Discussion occurred around the Eastern Ontario Wardens’ Caucus and the Western Ontario Wardens’ Caucus. Ms. Wingrove noted her involvement in the Western Ontario Warden’s Caucus economic development strategic plan. She proposed orientating incoming Council on this issue.

Other Business

Michael Martin advised the Task Force of the development charges that The Blue Mountains has contributed to the County. Kevin Weppler commented on reserves and upcoming developments. It was noted that development charges will be put back into new growth, much of which is occurring in The Blue Mountains. The Task Force noted that more discussion is needed.

Shawn Everitt noted that discussions regarding a new roundabout in The Blue Mountains are still ongoing.

Kim Wingrove noted the Sustainable Development agreement from 2010. Shawn Everitt confirmed that The Blue Mountains is addressing this.

Next Meeting Dates

The Task Force suggested a meeting in September, to be hosted by The Blue Mountains.

On motion by Councillors Eccles and Boddy, the meeting adjourned at 11:53 AM.

Warden Stewart Halliday, Chair
August 30, 2018

The Right Honourable Justin P.J. Trudeau  
Prime Minister of Canada  
House of Commons  
Ottawa ON K1A 0A6

Dear Prime Minister Trudeau,

Re: NAFTA – Dairy Supply Management Program

At the regular meeting of Council held August 29, 2018, the following resolution was carried:

Moved by H. Foster – Seconded by C. Gerrits

Be it Resolved That:
WHEREAS it appears that Mexico and the U.S.A have come to an agreement on trade terms and now intense scrutiny is on Canada as our negotiators attempt to come to an agreement as well, and our Dairy Management system is once more front and centre in the news;

WHEREAS supply management means that our Canadian dairy farms produce enough milk for Canadians and Canada allows 10% import of tariff free dairy products and the U.S.A caps tariff free imports at about 2.75%, so the U.S.A also protects their dairy industry;

WHEREAS we want our dairy products to continue to be produced on Canadian farms, under the strictest animal welfare, milk quality and food safety standards in the world;

NOW THEREFORE the Township of Amaranth, as a predominantly farming community, urge the Federal Government to not allow a foreign party to interfere with our Dairy Management System and that it be removed from all North American Free Trade Agreement (NAFTA) negotiations;
AND FURTHER THAT this resolution be sent to the Prime Minister, Dufferin-Caledon, MP and MPP, the Association of Municipalities of Ontario, Minister of International Affairs, Premier of Ontario, Ontario Ministry of Agriculture Food and Rural Affairs, Dufferin Federation of Agriculture, Ontario Federation Agriculture and all municipal councils within Ontario.

Should you require anything further please do not hesitate to contact this office.

Yours truly,

Susan M. Stone, A.M.C.T.
CAO/Clerk-Treasurer
Township of Amaranth

SMS/ch
August 16, 2018

Grey County

Attention: Randy Scherzer, Director of Planning

Re: Memorandum of Understanding – Planning Services

**Background:** Saugeen Valley Conservation Authority ("SVCA") currently has in place Memorandum of Agreements (now replaced by the term Memorandum of Understanding ("MOU").) with upper and lower tier watershed municipalities. Those MOUs provide the framework for the effective and timely provision of comments and services by SVCA to the Counties and municipalities with respect to land use planning matters. SVCA, and in some cases the County/Municipality, recognized the need to review and update those agreements. In July 2017 SVCA provided a proposed and significantly revised MOU to its municipal partners. The significant revisions were to remove the reference to Natural Heritage issues as well as the review of such issues and to limit commenting by SVCA to those geographic areas regulated by SVCA. That change was the result of a motion by the full Authority in October 2016. The proposed MOUs recognize that County and local councils have the statutory authority for land use planning.

**Municipal Response to Proposed MOU:** Most County and Municipal staffs were clear in their preference to have SVCA continue to provide the same Natural Heritage review services as well as commenting on local planning documents throughout the watershed as is currently the case. Those staff were asked to have their respective councils make a formal request to SVCA to that effect for consideration by the Authority Members. That formal request was made by Grey County and Southgate councils.

SVCA was also asked to include wording with respect to pre-submission consultation and with respect to a Communications and Issues Resolution Protocol. The Authority has agreed to those two requests.

**SVCA Response to Council Requests:** At its July 17th Authority meeting the Authority Members considered the request by Grey County and Southgate councils with respect to the Natural Heritage issue. The Members considered that request in the context of a strong Authority desire to improve the efficiency of SVCA. A key component of improved efficiency is the concentration by SVCA staff on the SVCA’s core mandate. SVCA’s core role in municipal plan input and review is to ensure that municipalities give appropriate regard to section 3.1 of the Provincial Policy Statement in their planning activities and further that the SVCA review be limited to areas regulated by Ontario Regulation 169/06 as amended. After much discussion, the councils’ request for continuing the planning services currently provided with respect to Natural Heritage, local planning document comments and planning reviews outside the SVCA regulated areas was respectfully denied by motion of the Authority.
New MOUs: An MOU between the parties continues to be a useful tool as it will outline with clarity the role of those parties in the planning process. An MOU will further assist the County/Municipality and landowners/applicants by:

- Outlining SVCA’s role in pre-submission consultation which is an important aspect requested by the County/Municipality. This provision can significantly assist in making the process more efficient for all the parties.
- Identify the protocol in cases where there is a hazard feature noted but the feature is not identified in SVCA mapping.
- Provide a communication and dispute protocol.
- Allow for consolidated fee collection which is a benefit to the landowner/proponent.

At a stated time SVCA staff will cease providing Natural Heritage services and current MOAs will be terminated and hopefully new MOUs will be in place. SVCA recognizes that the County/Municipalities require significant lead time to determine the preferred option for replacing the planning input and review services currently provided by SVCA. We understand that either having trained staff to perform those tasks or hiring outside consultants may take considerable time to put in place. County/Municipal budget concerns also factor into the timing for the transition. We are certainly willing to work with County/Municipal staff to assist them in their deliberations during the transition. We suggest a realistic effective date for a new MOU would be on or before January 1, 2020 and wish to work toward that date as a firm deadline. Please let us know if that is a reasonable date from your perspective. We understand that Huron County does its own Natural Heritage review using its staff, so they may be a useful source of information on how that works for them.

Next Steps: We suggest the next steps would include:

- County/Municipal staff informing their respective councils of the change in SVCA’s role with respect to planning services.
- Agreement on the termination date for the provision of SVCA’s current planning services (January 1, 2020).
- Finalize the terms and conditions of a new MOU.

Please do not hesitate to contact us should you wish clarification on any aspects of this issue.

Regards,

Wayne Brohman
General Manager/Secretary-Treasurer
Saugeen Conservation

Luke Charbonneau
Chair
Saugeen Conservation
Mr. Pat Hoy  
Director of Transportation  
County of Grey  

Aug. 8, 2018

Re: Signage at Children’s Safety Village

The Saugeen Valley Children’s Safety Village is an incorporated, not-for-profit registered Canadian charity, with the aim of creating an innovative and interactive educational facility to aid in the elimination of “preventable” childhood injuries and death for school children in our area. The project is located in the Sulphur Spring Conservation Area in the Municipality of West Grey, north of Neustadt. Since inception, our project, including fundraising and development has been completed by volunteers.

The Saugeen Valley Children’s Safety Village has a lease agreement with the Saugeen Conservation Authority for use of buildings and land at the Sulphur Spring Conservation Area for the development of the safety village. The safety village is comprised of two components, indoor training classrooms and an outdoor miniature village (a “kid’s sized town”). We have completed renovations on the former Authority administrative office on site to be used as our administrative centre, fire and paramedic classroom. We also have use of the former Resource Centre for classrooms and meetings. We have fenced our area, completed sidewalks, have a road network with sponsored streets and have added building pads and miniature buildings and structures in the miniature village component of the safety village. Part of the miniature village program will include traffic, bike safety and pedestrian safety.

We are now looking at installing highway traffic signs as part of the miniature village. Recently I had the opportunity to meet with and speak to some of the staff at your Ayton Depot, and in particular, Ed Stangler, who was supportive of the safety village project. Based on our discussion and I understand his communication with yourself, Grey County may be in a position through its highway safety and sign program to assist the Saugeen Valley Children’s Safety Village with this aspect. This potential support was discussed at our Board of Directors meeting held on August 1, 2018 and as such we would like to formerly request the County of Grey consider assisting us with the supply and installation of highway signs for the miniature village. I have met on site with Ed so he has familiarity with our project.
I have also had the opportunity to speak to Grey County Council on a couple of occasions regarding the Saugeen Valley Children’s Safety Village, so a number of Councilor’s would be familiar with the project.

If you require further information or details, I would be pleased to meet with you to discuss same.

Al Leach
Al Leach
Vice President

c.c. Ed Stangler
ed.strangler@grey.ca
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<tr>
<th>To:</th>
<th>Warden Halliday and Members of Grey County Council</th>
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<tbody>
<tr>
<td>Committee Date:</td>
<td>September 27, 2018</td>
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<tr>
<td>Subject / Report No:</td>
<td>CCR-CW-10-18</td>
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<tr>
<td>Title:</td>
<td>Declaration of Surplus Land</td>
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<tr>
<td>Prepared by:</td>
<td>Heather Morrison</td>
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<tr>
<td>Reviewed by:</td>
<td>Kim Wingrove, Kevin Weppler</td>
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<td>Lower Tier(s) Affected:</td>
<td>West Grey</td>
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**Recommendation**

1. That the property described as Part of Park Lot 8 North Side of Chester Street West Plan 500 Durham as in GS38555 except R443637, Geographic Township of Bentinck, Municipality of West Grey (Twin Pines) be declared surplus as approved by resolution CW98-18; and

2. That the land be valued based on the Municipal Property Assessment Corporation assigned value; and

3. That the Clerk be directed to provide notice of Council’s intent to sell the property in accordance with the Sale of Land Procedure for affordable and market rent housing units following receipt of a successful proposal through the Request for Proposal process.

**Executive Summary**

Approval was received by Council to transfer the property adjacent to Twin Pines in Durham to the County’s ownership under the Forfeited Corporate Property Act, 2015. The property ownership has since been transferred to Grey County. Report HDR-CW-07-18 approved proceeding with a Request for Proposal (RFP) for interested parties to build affordable and market rent housing on this land. The land needs to be declared surplus prior to entering into an Agreement of Purchase and Sale with a successful proponent received through the RFP.

**Background and Discussion**

Council approved the resolution contained in report HDR-CW-07-18 to move forward with acquiring the vacant property adjacent to the County owned Twin Pines property in Durham. The property was originally thought to be included in the downloaded properties from the Province during devolution in 2001. The County has maintained the property and paid taxes on
it since that time. The ownership of the land has now been transferred to Grey County through an application under the Forfeited Corporate Property Act, 2015.

The approved resolution also supported a RFP be issued to seek interested parties to build affordable and market rent housing on this land.

The land needs to be declared surplus before it can be sold to the successful proponent of the RFP. This report is administrative in nature in order to declare the land surplus as per the County’s Sale of Land Procedure.

Although the procedure notes that notice is not necessarily required to declare land surplus, only for an upcoming sale of land, it was thought that to be transparent, notice should be given about the declaration of surplus land and the impending release of the RFP. Notice will also be provided for the sale of land when the RFP is awarded. It is anticipated this will happen in October.

Legal and Legislated Requirements

The Sale of Land Procedure does not require that notice of declaration of surplus land be provided, however to be transparent, notice was provided in the Hanover Post on August 30, 2018 and posted to the County website on August 30, 2018.

The County solicitor confirmed this course of action.

Although there are several options within the sale of land procedure to determine land value, staff felt that using the MPAC assigned value was the most cost effective way to reach a land value. MPAC assessed the property value at $65,000.

If the land is not declared surplus the RFP cannot be awarded as it precedes the sale of land to the successful bidder.

Financial and Resource Implications

The only financial implication will be the cost of the ad in the Hanover Post of $489.29.

The land will be sold to the successful proponent for a nominal fee. This fee will cover costs such as

Relevant Consultation

X Internal-Director of Corporate Services, Director of Housing, Land Acquisition Specialist

X External-County Solicitor

Appendices and Attachments

HDR-CW-07-18 Transfer of Twin Pines Property to Grey County

Sale of Land Procedure G-GEN-003-001

Notice of Surplus Land County Website
Recommendation

1. That Addendum to Report TR-CW-43-18 regarding the EPCOR Model Franchise Agreement be received; and

2. That Council approves the draft By-Law (including the Franchise Agreement forming part thereof) attached hereto and authorizes the submission thereof to the Ontario Energy Board for approval pursuant to the provisions of Section 9 of the Municipal Franchises Act; and

3. That Council requests the Ontario Energy Board to make an order dispensing with the assent of the municipal electors of the draft By-Law (including the franchise agreement forming part thereof) pursuant to the provisions of Section 9(4) of the Municipal Franchises Act.

Executive Summary

EPCOR has submitted a request for a more substantial Resolution as well as a Draft By-Law to form part of their required submission package to the Ontario Energy Board.

Background and Discussion

At the August 9, 2018 Committee of the Whole meeting the following resolution was passed:

That Report TR-CW-43-18 regarding the EPCOR Model Franchise Agreement be received; and

That a By-Law be prepared authorizing the Warden and Clerk to execute the 2018 EPCOR Model Franchise Agreement.

EPCOR has requested a more substantial resolution and a draft by-law for their submission package to the Ontario Energy Board.
Once the Ontario Energy Board has ruled on their submission and EPCOR is successful, we will pass the By-Law, which will include the execution of the franchise agreement.

Legal and Legislated Requirements
None.

Financial and Resource Implications
None.

Relevant Consultation

X Internal
  Clerks Department

X External
  EPCOR Southern Bruce Natural Gas Project
  Township of Chatsworth
  Municipality of West Grey

Appendices and Attachments

TR-CW-43-18 EPCOR Model Franchise Agreement
Draft By-Law
Corporation of the County of Grey
By-Law 50XX-18

A By-law to Authorize the Warden and Clerk to Execute a Franchise Agreement Between the Corporation of the County of Grey and EPCOR Natural Gas Limited Partnership, by its general partner EPCOR Ontario Utilities Inc.

WHEREAS the Council of the County of Grey adopted the recommendations of the Committee of the Whole minutes dated August 9, 2018 approving the entering into a franchise agreement (the “Franchise Agreement”) with EPCOR Natural Gas Limited Partnership, by its general partner EPCOR Ontario Utilities Inc. to distribute, store, and transmit gas;

AND WHEREAS approval by the Ontario Energy Board for the Franchise Agreement was received;

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 Franchise Agreement between the Corporation of the County of Grey and EPCOR Natural Gas Limited Partnership, by its general partner EPCOR Ontario Utilities Inc. is hereby authorized and the franchise provided for therein is hereby granted;

2. The Warden and Clerk are hereby authorized and directed to execute, and the Clerk to affix the Corporate seal thereto, the Franchise Agreement with EPCOR Natural Gas Limited Partnership, by its general partner EPCOR Ontario Utilities Inc. to distribute, store, and transmit gas;

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

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

ENACTED AND PASSED this day of , 2018.

______________________________  ______________________________
WARDEN: Stewart Halliday     CLERK: Heather Morrison
Model Franchise Agreement

THIS AGREEMENT effective this ___ day of ________________, 2018.

BETWEEN:

THE CORPORATION OF THE COUNTY OF GREY
hereinafter called the "Corporation"

- and -

EPCOR NATURAL GAS LIMITED PARTNERSHIP,
by its general partner EPCOR ONTARIO UTILITIES INC.
hereinafter called the "Gas Company"

WHEREAS the Gas Company desires to distribute, store and transmit gas in the Municipality upon the terms and conditions of this Agreement;

AND WHEREAS by by-law passed by the Council of the Corporation (the "By-law"), the duly authorized officers have been authorized and directed to execute this Agreement on behalf of the Corporation;

THEREFORE the Corporation and the Gas Company agree as follows:

Part I - Definitions

1. In this Agreement;
   a. "decommissioned" and "decommissions" when used in connection with parts of the gas system, mean any parts of the gas system taken out of active use and purged in accordance with the applicable CSA standards and in no way affects the use of the term 'abandoned' pipeline for the purposes of the Assessment Act;
   b. "Engineer/Road Superintendent" means the most senior individual employed by the Corporation with responsibilities for highways within the Municipality or the person designated by such senior employee or such other person as may from time to time be designated by the Council of the Corporation;
   c. "gas" means natural gas, manufactured gas, synthetic natural gas, liquefied petroleum gas or propane-air gas, or a mixture of any of them, but does not include a liquefied petroleum gas that is distributed by means other than a pipeline;
   d. "gas system" means such mains, plants, pipes, conduits, services, valves, regulators, curb boxes, stations, drips or such other equipment as the Gas Company may require or deem desirable for the distribution, storage and transmission of gas in or through the Municipality;
   e. "highway" means all common and public highways and shall include any bridge, viaduct or structure forming part of a highway, and any public square, road allowance or walkway and shall include not only the travelled portion of such highway, but also ditches, driveways, sidewalks and sodded areas forming part of the road allowance now or at any time during the term hereof under the jurisdiction of the Corporation;
   f. "Model Franchise Agreement" means the form of agreement which the Ontario Energy Board uses as a standard when considering applications under the Municipal Franchises Act. The Model Franchise Agreement may be changed from time to time by the Ontario Energy Board;
   g. "Municipality" means the territorial limits of the Corporation on the date when this Agreement takes effect, and any territory which may thereafter be brought within the jurisdiction of the Corporation;
   h. "Plan" means the plan described in Paragraph 5 of this Agreement required to be filed by the Gas Company with the Engineer/Road Superintendent prior to commencement of work on the gas system; and
i. whenever the singular, masculine or feminine is used in this Agreement, it shall be considered as if the plural, feminine or masculine has been used where the context of the Agreement so requires.

Part II - Rights Granted

2. To provide gas service:

The consent of the Corporation is hereby given and granted to the Gas Company to distribute, store and transmit gas in and through the Corporation and to the inhabitants of those local or lower tier municipalities within the Municipality from which the Gas Company has a valid franchise agreement for that purpose.

3. To Use Highways

Subject to the terms and conditions of this Agreement the consent of the Corporation is hereby given and granted to the Gas Company to enter upon all highways now or at any time hereafter under the jurisdiction of the Corporation and to lay, construct, maintain, replace, remove, operate and repair a gas system for the distribution, storage and transmission of gas in and through the Municipality.

4. Duration of Agreement and Renewal Procedures.

a. If the Corporation has not previously received gas distribution services, the rights hereby given and granted shall be for a term of 20 years from the date of final passing of the By-law.

b. At any time within two years prior to the expiration of this Agreement, either party may give notice to the other that it desires to enter into negotiations for a renewed franchise upon such terms and conditions as may be agreed upon. Until such renewal has been settled, the terms and conditions of this Agreement shall continue, notwithstanding the expiration of this Agreement. This shall not preclude either party from applying to the Ontario Energy Board for a renewal of the Agreement pursuant to section 10 of the Municipal Franchises Act.

Part III - Conditions

5. Approval of Construction

a. The Gas Company shall not undertake any excavation, opening or work which will disturb or interfere with the surface of the travelled portion of any highway unless a permit therefor has first been obtained from the Engineer/Road Superintendent and all work done by the Gas Company shall be to his satisfaction.

b. Prior to the commencement of work on the gas system, or any extensions or changes to it (except service laterals which do not interfere with municipal works in the highway), the Gas Company shall file with the Engineer/Road Superintendent a Plan, satisfactory to the Engineer/Road Superintendent, drawn to scale and of sufficient detail considering the complexity of the specific locations involved, showing the highways in which it proposes to lay its gas system and the particular parts thereof it proposes to occupy.

c. The Plan filed by the Gas Company shall include geodetic information for a particular location:

   i. where circumstances are complex, in order to facilitate known projects, including projects which are reasonably anticipated by the Engineer/Road Superintendent, or

   ii. when requested, where the Corporation has geodetic information for its own services and all others at the same location.

d. The Engineer/Road Superintendent may require sections of the gas system to be laid at greater depth than required by the latest CSA standard for gas pipeline systems to facilitate known projects or to correct known highway deficiencies.
e. Prior to the commencement of work on the gas system, the Engineer/Road Superintendent must approve the location of the work as shown on the Plan filed by the Gas Company, the timing of the work and any terms and conditions relating to the installation of the work.

f. In addition to the requirements of this Agreement, if the Gas Company proposes to affect any part of the gas system to a bridge, viaduct or other structure, if the Engineer/Road Superintendent approves this proposal, he may require the Gas Company to comply with special conditions or to enter into a separate agreement as a condition of the approval of this part of the construction of the gas system.

g. Where the gas system may affect a municipal drain, the Gas Company shall also file a copy of the Plan with the Corporation's Drainage Superintendent for purposes of the Drainage Act, or such other person designated by the Corporation as responsible for the drain.

h. The Gas Company shall not deviate from the approved location for any part of the gas system unless the prior approval of the Engineer/Road Superintendent to do so is received.

i. The Engineer/Road Superintendent's approval, where required throughout this Paragraph, shall not be unreasonably withheld.

j. The approval of the Engineer/Road Superintendent is not a representation or warranty as to the state of repair of the highway or the suitability of the highway for the gas system.

6. As Built Drawings.

The Gas Company shall, within six months of completing the installation of any part of the gas system, provide two copies of "as built" drawings to the Engineer/Road Superintendent. These drawings must be sufficient to accurately establish the location, depth (measurement between the top of the gas system and the ground surface at the time of installation) and distance of the gas system. The "as built" drawings shall be of the same quality as the Plan and, if the approved pre-construction plan included elevations that were geodetically referenced, the "as built" drawings shall similarly include elevations that are geodetically referenced. Upon the request of the Engineer/Road Superintendent, the Gas Company shall provide one copy of the drawings in an electronic format and one copy as a hard copy drawing.

7. Emergencies

In the event of an emergency involving the gas system, the Gas Company shall proceed with the work required to deal with the emergency, and in any instance where prior approval of the Engineer/Road Superintendent is normally required for the work, the Gas Company shall use its best efforts to immediately notify the Engineer/Road Superintendent of the location and nature of the emergency and the work being done and, if it deems appropriate, notify the police force, fire or other emergency services having jurisdiction. The Gas Company shall provide the Engineer/Road Superintendent with at least one 24 hour emergency contact for the Gas Company and shall ensure the contacts are current.

8. Restoration

The Gas Company shall well and sufficiently restore, to the reasonable satisfaction of the Engineer/Road Superintendent, all highways, municipal works or improvements which it may excavate or interfere with in the course of laying, constructing, repairing or removing its gas system, and shall make good any settling or subsidence thereafter caused by such excavation or interference. If the Gas Company fails at any time to do any work required by this Paragraph within a reasonable period of time, the Corporation may do or cause such work to be done and the Gas Company shall, on demand, pay the Corporation's reasonably incurred costs, as certified by the Engineer/Road Superintendent.

9. Indemnification

The Gas Company shall, at all times, indemnify and save harmless the Corporation from and against all claims, including costs related thereto, for all damages or injuries including death to any person or persons and for damage to any property, arising out of the Gas Company operating, constructing, and maintaining its gas system in the Municipality, or utilizing its gas system for the carriage of gas owned by others. Provided that the Gas Company shall not be required to indemnify or save harmless the Corporation from and against claims, including costs related thereto, which it
may incur by reason of damages or injuries including death to any person or persons and for
damage to any property, resulting from the negligence or wrongful act of the Corporation, its
servants, agents or employees.

10. Insurance

a. The Gas Company shall maintain Comprehensive General Liability Insurance in
sufficient amount and description as shall protect the Gas Company and the Corporation
from claims for which the Gas Company is liable to indemnify the Corporation under
Paragraph 9. The insurance policy shall identify the Corporation as an additional named
insured, but only with respect to the operation of the named insured (the Gas Company).
The insurance policy shall not lapse or be cancelled without sixty (60) days' prior written
notice to the Corporation by the Gas Company.

b. The issuance of an insurance policy as provided in this Paragraph shall not be construed
as relieving the Gas Company of liability not covered by such insurance or in excess of
the policy limits of such insurance.

c. Upon request by the Corporation, the Gas Company shall confirm that premiums for such
insurance have been paid and that such insurance is in full force and effect.

11. Alternative Easement

The Corporation agrees, in the event of the proposed sale or closing of any highway or any part of a
highway where there is a gas line in existence, to give the Gas Company reasonable notice of such
proposed sale or closing and, if it is feasible, to provide the Gas Company with easements over that
part of the highway proposed to be sold or closed sufficient to allow the Gas Company to preserve
any part of the gas system in its then existing location. In the event that such easements cannot be
provided, the Corporation and the Gas Company shall share the cost of relocating or altering the
gas system to facilitate continuity of gas service, as provided for in Paragraph 12 of this
Agreement.

12. Pipeline Relocation

a. If in the course of constructing, reconstructing, changing, altering or improving any highway
or any municipal works, the Corporation deems that it is necessary to take up, remove or
change the location of any part of the gas system, the Gas Company shall, upon notice to do
so, remove and/or relocate within a reasonable period of time such part of the gas system to a
location approved by the Engineer/Road Superintendent.

b. Where any part of the gas system relocated in accordance with this Paragraph is located on a
bridge, viaduct or structure, the Gas Company shall alter or relocate that part of the gas
system at its sole expense.

c. Where any part of the gas system relocated in accordance with this Paragraph is located other
than on a bridge, viaduct or structure, the costs of relocation shall be shared between the
Corporation and the Gas Company on the basis of the total relocation costs, excluding
the value of any upgrading of the gas system, and deducting any contribution paid to the Gas
Company by others in respect to such relocation; and for these purposes, the total relocation
costs shall be the aggregate of the following:

i. the amount paid to Gas Company employees up to and including field supervisors
for the hours worked on the project plus the current cost of fringe benefits for these
employees,

ii. the amount paid for rental equipment while in use on the project and an amount,
charged at the unit rate, for Gas Company equipment while in use on the project,

iii. the amount paid by the Gas Company to contractors for work related to the project,

iv. the cost to the Gas Company for materials used in connection with the project, and

v. a reasonable amount for project engineering and project administrative costs which
shall be 22.5% of the aggregate of the amounts determined in items (i), (ii), (iii)
and (iv) above.

d. The total relocation costs as calculated above shall be paid 35% by the Corporation and 65%
by the Gas Company, except where the part of the gas system required to be moved is
located in an unassumed road or in an unopened road allowance and the Corporation has not
approved its location, in which case the Gas Company shall pay 100% of the relocation
costs.

Part IV - Procedural and Other Matters

13. Municipal By-laws of General Application

The Agreement is subject to the provisions of all regulating statutes and all municipal by-laws of
general application, except by-laws which have the effect of amending this Agreement.

14. Giving Notice

Notices may be delivered to, sent by facsimile or mailed by prepaid registered post to the Gas
Company at its head office or to the authorized officers of the Corporation at its municipal
offices, as the case may be.

15. Disposition of Gas System

a. If the Gas Company decommissions part of its gas system affixed to a bridge, viaduct or
structure, the Gas Company shall, at its sole expense, remove the part of its gas system
affixed to the bridge, viaduct or structure.

b. If the Gas Company decommissions any other part of its gas system, it shall have the
right, but is not required, to remove that part of its gas system. It may exercise its right to
remove the decommissioned parts of its gas system by giving notice of its intention to do
so by filing a Plan as required by Paragraph 5 of this Agreement for approval by the
Engineer/Road Superintendent. If the Gas Company does not remove the part of the gas
system it has decommissioned and the Corporation requires the removal of all or any part
of the decommissioned gas system for the purpose of altering or improving a highway or
in order to facilitate the construction of utility or other works in any highway, the
Corporation may remove and dispose of so much of the decommissioned gas system as
the Corporation may require for such purposes and neither party shall have recourse
against the other for any loss, cost, expense or damage occasioned thereby. If the Gas
Company has not removed the part of the gas system it has decommissioned and the
Corporation requires the removal of all or any part of the decommissioned gas system for
the purpose of altering or improving a highway or in order to facilitate the construction of
utility or other works in a highway, the Gas Company may elect to relocate the
decommissioned gas system and in that event Paragraph 12 applies to the cost of
relocation.

16. Use of Decommissioned Gas System

a. The Gas Company shall provide promptly to the Corporation, to the extent such
information is known:
   i. the names and addresses of all third parties who use decommissioned parts of the
gas system for purposes other than the transmission or distribution of gas; and
   ii. the location of all proposed and existing decommissioned parts of the gas system
used for purposes other than the transmission or distribution of gas.

b. The Gas Company may allow a third party to use a decommissioned part of the gas
system for purposes other than the transmission or distribution of gas and may charge a
fee for that third party use, provided
   i. the third party has entered into a municipal access agreement with the
Corporation; and
   ii. the Gas Company does not charge a fee for the third party's right of access to the
highways.

c. Decommissioned parts of the gas system used for purposes other than the transmission
or distribution of gas are not subject to the provisions of this Agreement. For
decommissioned parts of the gas system used for purposes other than the transmission
and distribution of gas, issues such as relocation costs will be governed by the relevant
municipal access agreement.
17. Franchise Handbook

The Parties acknowledge that operating decisions sometimes require a greater level of detail than that which is appropriately included in this Agreement. The Parties agree to look for guidance on such matters to the Franchise Handbook prepared by the Association of Municipalities of Ontario and the gas utility companies, as may be amended from time to time.

18. Agreement Binding Parties

This Agreement shall extend to, benefit and bind the parties thereto, their successors and assigns, respectively.

IN WITNESS WHEREOF the parties have executed this Agreement effective from the date written above.

THE CORPORATION OF THE COUNTY OF GREY

By: ________________________________________

Warden: Stewart Halliday

By: ________________________________________

Clerk: Heather Morrison

EPCOR NATURAL GAS LIMITED PARTNERSHIP,
by its general partner, EPCOR ONTARIO UTILITIES INC.

By: ________________________________________

Duly Authorized Officer
The Economic Development and Planning Advisory Committee met on the above date at the County Administration Building with the following members in attendance:

Present: Fred Varkaris; Karen Ferri; Councillor John Bell; and Warden Stewart Halliday

Regrets: Chair Brian Davenport; Vice Chair Don Lewis; Ashley Chapman; Councillor Barb Clumpus; and Lance Thurston

Staff Present: Kim Wingrove, Chief Administrative Officer; Randy Scherzer, Director of Planning; Savanna Myers, Manager of Economic Development; Steve Furness and Philly Markowitz, Economic Development Officers; Jacinda Rudolph, Outreach Coordinator; Courtney Miller, Business Enterprise Centre Manager; and Jacquelyn Morrison, Deputy Clerk/ Legislative Coordinator

Call to Order

Warden Halliday called the meeting to order at 7:58AM. Warden Halliday declared that there was no quorum and therefore no resolutions could be passed. General discussion on the agenda items commenced for information purposes.

Reports – CAO

CAOR-ED-18-18 Community Improvement Plan Program

Savanna Myers and Randy Scherzer presented the above report.

Ms. Myers advised that a Community Improvement Plan ("CIP") is a tool for municipal planners and economic developers to create policies and incentives to target specific types of development and investment. A CIP is meant to provide a return on investment by growing the assessment base. Grey County hopes to prioritize development and have an inventory of investment ready properties.
Ms. Myers provided the following examples of CIP incentives:

- In Hanover, grants were provided to improve façades;
- In Owen Sound, a tax rebate provided incentive to develop brownfield and vacant land;
- In Meaford, grants and loans were used to develop a boutique hotel, obtain a Phase II Environmental Site Assessment on “moose property”, upgrade an existing hotel, improve farms, and develop two new cider businesses.

Mr. Scherzer reviewed the requirements to designate, adopt, and implement a CIP. He noted that Grey County is not prescribed to adopt a CIP. Grey County will partner with local municipalities to develop their respective CIPs and to provide funding. He advised that municipalities will need to hold a public meeting, pass By-law(s), and circulate the CIP to the Ministry of Municipal Affairs and Housing. He recommended that the entire municipality be designated as community improvement project area and that a wide range of incentives be included in order to ensure flexibility in the future.

Mr. Scherzer noted the priority areas of residential, agricultural, vacant/brownfield, and residential and commercial. He also provided a list of proposed incentives for municipalities to consider. Some discussion occurred on budgeting and eligibility for the incentives. It was noted that customer service will be important to ensure that these incentives are accessible and useful to consumers.

Ms. Myers outlined the process currently envisioned for the CIPs. The County will advance an annual budget to the municipality, participate in tax increment financing, and offer surplus land. Administration of the CIPs would be provided by the member municipalities.

Ms. Myers advised that Grey County is working to develop a performance measurement through an annual report card to track the return on investment. Promotion and marketing will also be a priority to ensure success of the program.

Ms. Myers outlined the steps taken to date. A draft CIP was circulated to local municipal staff on August 17th. Grey County staff met with local municipal staff on August 29th to discuss the draft CIP.

Ms. Myers also outlined the next steps. At the end of September, finance staff will meet with local municipalities. There will be a presentation to County Council on September 27th. A second draft will be circulated to each municipality. Public meetings will be held, the drafts will be circulated to the Ministry, and the CIPs will go forward to council for consideration. The anticipated timeframe for implementation is six to eight months, with the target completion date being the spring of 2019.

Positive comments were received from the Committee members. Committee members provided feedback, including the importance of making the application process easy for
consumers and ensuring effective customer service.

Staff will bring a report to County Council on September 27th.

CAOR-ED-19-18 Economic Development Department Priorities and Staffing

Savanna Myers advised that the Economic Development Working Group met in August to discuss the 2019 priorities for drafting a work plan. Ms. Myers noted the Working Group’s most important priorities. The work plan will provide direction for member municipalities and the County.

The Economic Development website, www.madeingrey.ca, was reviewed with the Committee. Ms. Myers encouraged members to review the website and provide any feedback to her. There will be training with municipal staff on the website.

Ms. Myers noted that the target completion date for the draft work plan is October 2018. The plan would then be circulated to member municipalities for review.

Ms. Myers noted that there will be an adjustment in staffing over the next few months. At the end of October (approximately), the senior economic development officer, Steve Furness, will step into the manager role for six months. The outreach coordinator will become full-time and then will be transitioned into an economic development officer position in January.

Agri-Food Business Retention and Expansion Update

Philly Markowitz provided an update on the agri-food business retention and expansion ("BR&E) study. The BR&E study had a 91% completion rate, which was higher than the targeted rate. The last interviews were completed on August 31st. There will be public consultations held in October. A work plan will be drafted in November. The study is anticipated to be complete in December. Ms. Markowitz noted that affordable housing, cost of land, speed of development, etc. were brought up in the BR&E interviews.

Business Enterprise Centre Update

Courtney Miller provided an update on the Business Enterprise Centre. There has been a lot of interest in the Business Enterprise Centre. There was recently a summer company wrap up event, which the Warden attended. The Starter Company Plus has 16 companies up and running.

New to Grey and Regional Forum Update

Jacintha Rudolph advised that New to Grey received a grant and will be hosting a Regional Forum on Rural Newcomer Integration. The Forum will be held on November
30th at Blue Mountain Resort – Village Conference Centre and will be employer focused regarding newcomer attraction, retention, and integration. A number of counties have partnered with Grey County to host the Forum, including Huron, Perth, Wellington, and Bruce.

Dates to Remember

The following dates and upcoming events were highlighted:

- September 27, 2018: Grey County Administration Building Open House
- October 2, 2018: Final New to Grey Training
- November 30, 2018: New to Grey Regional Forum

Next Meeting Dates

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

The meeting adjourned at 9:08 AM.

Stewart Halliday, Warden
Recommendation

1. That Report PDR-CW-32-18 regarding the Community Improvement Plan Program be received; and

2. That staff be directed to work with local municipalities to finalize the Community Improvement Plan Program and to incorporate any budget considerations to implement the Community Improvement Plan Program as part of the 2019 Budget.

Executive Summary

Growing the Grey County Economy is one of the three goals in the County Strategic Plan. Earlier this year Planning and Economic Development staff initiated the development of a Community Improvement Plan Program based on discussions with member municipalities looking for new tools to grow their assessment base and to assist with becoming more investment ready. The first draft of the CIP Program was presented to local municipal staff. An extensive process of stakeholder consultation is recommended in order to refine the program and have it ready for formal adoption in Q2 2019.

Background and Discussion

A Community Improvement Plan (CIP) is developed by municipal planners and economic developers working collaboratively to develop policies and incentives targeting specific types of growth and investment. Grey County and the local municipalities have identified a need for a Community Improvement Plan Program to help promote and enable prioritized development across the County as outlined in the County Official Plan.
Grey County hopes to have an inventory of Investment-Ready properties and to realize its economic development vision of being ‘Open for Business’; while ensuring County Council’s goal of ‘Growing the Grey County Economy’ is met. This CIP Program is meant to enable and boost development momentum across the region and enhance the regional ecosystem from the ground up, which is where investment happens. The intent of this Program is to offer targeted incentives countywide including within settlement areas as well as in our rural areas.

This CIP Program will provide a menu of incentives to promote and support the following types of development and revitalization projects:

- **Increase attainable housing stock**, including secondary suites, multi-unit housing, purpose built rental housing, rooming house developments and apartment dormitory style developments;
- **Increase value added agricultural uses**, agri-tourism, and facility improvement projects;
- **Promotion of the development, redevelopment and/or conversion of brownfield, vacant, and grey field properties**;
- **Support for downtown revitalization** of store fronts, publically-used frontages, and streetscapes; and
- **Support adaptive re-use** of commercial, industrial and institutional buildings.

**CIP Program Process**

The CIP Program began following several discussions with the Grey County Economic Development Working Group in 2017 regarding 2018 priorities and work plans.

A draft CIP Program has been developed based on initial input received from several Economic Development Working Group discussions as well as community input received as part of Recolour Grey, Affordable Housing Study, Mayor’s Attainable Housing Forum, etc.

The preparation of a CIP must be consistent with applicable provincial, regional, and local policy. The first section of the draft document provides an overview of the legislation, policies and studies relevant to the preparation of a CIP for each Municipality. The second section outlines priority areas, followed by eligibility criteria and procedures, incentives and an appendix inclusive of definitions, general terms of incentive programs, links to complementary programs, proposed administration, by-law templates, OMAFRA research documents and an application template. We have asked for some initial feedback from the local municipal staff and we are also meeting with local municipal treasures to complete a final draft of the CIP Program. Once a final draft has been completed we will share with Council.

Given the research and input collected throughout this process, the following five priority areas have been identified in an effort to encourage development and grow the assessment base:

- **Residential**: To increase attainable housing stock, including secondary suites, multi-unit housing, rooming house developments, purpose built rental housing, and apartment dormitory style developments.
- **Agricultural**: To increase agricultural value-add, agri-tourism, and facility improvement projects.
- **Vacant/Brownfield**: To promote the development, redevelopment and/or conversion of brownfield, vacant, and grey field properties.
- **Downtown**: Downtown revitalization of store fronts, publically-used frontages, and streetscapes; reduction of vacant storefronts and increased residential capacity.
- **Residential and Commercial**: Adaptive re-use of commercial, industrial and institutional buildings, support development of new commercial uses.

To enable these priority areas, an a la carte menu of incentives have been proposed, recommending a mixture of grants, fee waivers and deferrals, tax equivalent financing and surplus land grants.

### Menu of Potential Incentives

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<thead>
<tr>
<th>Study &amp; Design Grant</th>
<th>Permit/Application Fee Exemption</th>
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<tbody>
<tr>
<td>Development Charge Exemption/Deferral</td>
<td>Brownfield Tax Assistance Grant</td>
</tr>
<tr>
<td>Tax Increment Equivalent Grant</td>
<td>Vacant Lands Tax Assistance Grant</td>
</tr>
<tr>
<td>Heritage Property Tax Relief</td>
<td>Housing Rehabilitation &amp; Conversion Grant</td>
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<tr>
<td>Surplus Land Grant</td>
<td>Buildings &amp; Land Improvement Grant</td>
</tr>
<tr>
<td>Start Up Space Leasehold Improvement Grant</td>
<td>Vacant Building Conversion/Expansion Grant</td>
</tr>
<tr>
<td>Façade, Signage &amp; Property Improvement Grant</td>
<td>Destination Infrastructure Grant</td>
</tr>
</tbody>
</table>

The above represents a ‘menu’ of incentives that could be considered. It will be important to select which options would work best to support the immediate needs of the local municipality and the County with emphasis on the incentives that would best work to support the priority areas noted above as well as the objectives of increasing the assessment base and supporting our communities to be more investment ready. It is the expectation of staff that each municipal CIP will be unique to their community, enabling development and enhancement aligned with local priorities, in addition to supporting overarching County priorities such as affordable and attainable housing. We will work with the local municipalities to tailor the CIP program with these aspects in mind and given the funds/budget available to support these incentives. Ultimately we want to choose the best incentives that will achieve the priority areas and objectives in order to get the best ‘bang for our buck’.

The draft was shared with municipal CAOs, EDOs and Planning staff on August 24, 2018 for review. On August 29 County Economic Development and Planning Staff hosted a Planning 101 session with the same municipal stakeholders to engage in a formal review and discussion of the draft.

County and Municipal staff had a good discussion focused on topics such as requirements to designate, adopt and implement a CIP, structure and administration, budgeting and cost containment, performance measurement, marketing and a review of the recommended incentives menu. Stakeholders reinforced the need for the program to be targeted, at the same time, ensuring flexibility in the program to drive projects and demonstrate a strong return on investment.

All agreed in the need to take the time now to ensure the program is well thought out and comprehensive enough to adapt as scenarios change to ensure the program’s best success. As such, the following next steps were discussed to continue the process.
Next Steps

There are several necessary steps still ahead before the CIP Program will be ready for approval and implementation. The initial draft is being reviewed by CAOs, EDOs and Planning staff as well as by municipal and county finance teams.

Each municipality will also need to seek input from key stakeholders such as developers, Downtown Improvement Areas and Chambers of Commerce to ensure the incentives are valuable and will be used. Input will be obtained from County Council and the Councils of each member municipality in Q1 2019.

Once discussions have taken place and drafts are nearing their final form, presentations and reports to Council and public meetings will be required. Each municipality is in a different position in terms of these requirements. Some will require a local official plan amendment in addition to the CIP public meeting, where others will only require an amendment to their existing CIPs for land areas and programs. County staff will work with member municipalities to help complete these necessary steps.

Following the public meetings, final documents will be prepared and circulated to the Ministry of Municipal Affairs and Housing. Approval of CIPs and associated budgets will ultimately be the choice of each local municipal Council.

This process is expected to take six to eight months, with approvals and implementation possible by the spring of 2019.

Legal and Legislated Requirements

The Community Improvement Plan Program has been drafted with due regard for S.28 of the Planning Act and O.Reg. 550/06 Prescribed Matters – Upper Tier Community Improvement Plans.

Financial and Resource Implications

As part of the 10 year capital plan, 2019 to 2029, staff has proposed a county contribution of $20,000 per municipality for a period of five years, 2019 to 2024. In addition to the cash contribution, it is recommended that the County would also participate in the County tax portion of tax increment financing and provide relief to planning application fees and development charges as determined by the CIP program. Surplus land will also be considered as determined by the CIP program. All financial implications are being carefully reviewed and subject to Council approval during the 2019 budget process and beyond.

Relevant Consultation

☒ Internal – CAO, Director of Corporate Services, Director of Planning, Director of Housing, Manager of Economic Development, Economic Development Officers, Senior Planner, Planning Summer Student, Economic Development and Planning Advisory Committee

Appendices and Attachments

None.
Recommendation

1. That Addendum to Report PDR-CW-19-18 regarding a final revised draft of the new Official Plan be received;

2. That all written and oral submissions received throughout the new Official Plan process known as Recolour Grey were considered; the effect of which helped to create a new Official Plan that will meet the County’s needs for the next 20 years;

3. That a by-law to adopt the new County Official Plan be prepared for consideration by County Council; and

4. That the 2-year moratorium as per Section 22(2.1) of the Planning Act be waived on all amendments to the County Official Plan as permitted under Section 22(2.2) of the Act, in order to allow for future amendments to the Plan to be considered following the Plan being approved by the Province.

Executive Summary

A second version of the new Official Plan was presented to Committee of the Whole on May 24, 2018. The second version of the new Official Plan was posted on the County website and was circulated to an extensive contact list that has been gathered throughout the Recolour Grey process. Further meetings were held with local municipalities, developers, agencies and members of the public to discuss the second version of the new Official Plan. Written comments were also received. Based on the comments received in the fourth round of consultation, further revisions are recommended which are contained in the final version of the new Official Plan. The final version of the Official Plan has been posted on the County website and has been circulated to the Recolour Grey contact list. Staff are recommending that this
latest version of the new Official Plan be adopted. Following adoption by Council, the new Official Plan will be sent to the Province for final approval.

**Background and Discussion**

On November 24, 2017, a draft new Official Plan was presented to Committee of the Whole. The Committee received the draft Official Plan and directed staff to circulate to the Province, local municipalities, agencies, and to the contacts collected as part of the first and second rounds of consultation. The draft Official Plan was also posted on the County website. As part of the third round of consultation, County staff met directly with Saugeen Ojibway Nation, the Province, local municipalities, conservation authorities, Niagara Escarpment Commission, the Federation of Agriculture, developers, consultants, and members of the public. Four open houses were held in March, one occurring in Hanover, two in Markdale and one in Owen Sound. A Council/Local Municipal Workshop was held on March 16, 2018 to discuss any further revisions that should be considered to the Official Plan. Notes from that workshop can be found in the Attachment sections below. A Public Meeting was held on March 27, 2018 and minutes from that meeting can be found in the Attachments section below. A number of written comments were also received and a link to the written comments can also be found in the Attachments section.

Based on the comments received as part of the third round of consultation, a second version of the new Official Plan was presented to Committee of the Whole on May 24, 2018. The second version of the new Official Plan was posted on the County website and was circulated to an extensive contact list that has been gathered throughout the Recolour Grey process. Further meetings were held with local municipalities, developers, agencies and members of the public to discuss the second version of the new Official Plan. Written comments were also received. The following are links to comments as well as a summary of the comments received from members of the public. For the comments linked below, a summary of the comments has not been provided.

**Comments from Municipalities and Agencies:**

- **Provincial Ministries (MMAH, OMAFRA, MTO, ENDM, MTCS, MECP, MNRF)**
- **City of Owen Sound**
- **Township of Chatsworth**
- **Township of Georgian Bluffs**
- **Town of Hanover**
- **Township of Southgate**
- **Bluewater District School Board**
- **Niagara Escarpment Commission**
- **Saugeen Valley Conservation Authority**

Comments were received from the following businesses, developers/consultants, and members of the public. For comments from businesses, developers/consultants, and for those members of the public that have indicated that their comments can be shared we have attached their comments. For the other comments, we have provided a summary of their comments below:

- **Blue Mountain Resorts LP**
- **Blue Mountain Watershed Trust**
- **MHBC on behalf of Flato Developments**
Summary of public comments that are not linked above:

- Object to the imposition of any policy/plan/zoning/designations, etc. that restrict private property usage above the restrictions included in the Crown Letters Patent or legally expropriated or conveyed since the granting of these patents.
- Concerns that the Linkages (Natural Heritage System) will be restrictive to landowners and will create an extra layer of red tape and costs. It was noted that wildlife will follow the route that they choose not the route chosen by a government body.
- Provided an example of a Linkage provision from another Natural Heritage Systems Study.
- Recommending that growth allocations should be allocated to settlement areas that have the best opportunity to provide existing or easily expanded service allocation for new growth. The Provincial Policy Statement (PPS) promotes sustainable development by principally directing growth to urban and rural settlement areas where sewer and water capabilities can be provided at a sustainable cost. It was suggested that this draft Official Plan nor the current Official Plan sufficiently followed this direction of the PPS. It was noted that the Ministry of Environment, Conservation and Parks provided a calculation tool which could be utilized by the County and local municipalities to provide a standard means of determining the population allocation potentials that can lead to better and more sustainable allocation of growth.

Based on the comments received in the fourth round of consultation, further revisions are recommended which are contained in the final version of the new Official Plan. The final version of the Official Plan has been posted on the County website and has been circulated to the Recolour Grey contact list.

Official Plan Recap

We thought it would be important to do a recap on some of the key elements of the Plan. Throughout the public consultation process for this new Plan, Grey County residents identified opportunities that lay ahead. This Plan is designed to address and plan for what we will face in the years ahead. The following were opportunities that were identified throughout the consultation of this Plan. Further details about these opportunities can be found at Section 1.4.1 of the Plan:

1. Aging Demographics
2. Supporting Young Families, Youth and Newcomers
3. County Transportation
4. Farmland Protection
5. Agricultural Opportunities
6. Economic Changes  
7. Challenges of Affordability  
8. Complete Communities  
9. Climate Change  
10. Natural Environment and Cultural Heritage  
11. Tourism & Recreation

The vision of this Plan mirrors that from the County’s Corporate Strategic Plan where Grey County looks “to be the place where people feel genuinely at home and naturally inspired – enjoying an exceptional blend of active healthy living and economic opportunity”. We believe that this vision can be centralized around five main themes: Develop Grey, Live Grey, Cultivate Grey, Natural Grey, and Move Grey. These themes set the foundation and policy direction in this Plan.

Develop Grey (Section 3): Develop Grey focuses on our settlement areas, where the majority of population growth, essential services, and businesses will be located. To remain competitive in a global marketplace, we need to show excellence when promoting Grey County as a place for supportive business development. The County wants to focus policies that strengthen:

- Economic development and the economic health of the County;
- Employment opportunities;
- Downtowns as a recognized place for economic growth;
- Land allocation needs to accommodate population growth.

Live Grey (Section 4): Live Grey captures some of the key areas that influence living standards and quality of life in Grey County. There are many factors that can lead to someone feeling included, healthy, culturally interested and supported by their community. Our intent for policy direction will be to address the following main areas:

- Healthy community needs (i.e. involve public health officials, provide active streetscapes, encourage sustainability of services, and promote the Healthy Development Checklist);
- Community inclusion amongst youth, aging, indigenous peoples, multi-cultural groups, and all other residents of Grey County;
- Housing needs from an affordability standpoint and encourage mixed-use development;
- Cultural heritage resources, including built heritage, cultural heritage landscapes, archaeological sites, and areas of archaeological potential.

Cultivate Grey (Section 5): Cultivate Grey considers the rural and agricultural areas outside of our towns, cities, and villages. These areas make up the bulk of the land in the County and are important to Grey County’s residents, businesses, and visitors. Grey County will aim to make planning decisions that value:

- Farmland protection;
- Food production and support for the local food movement;
- Growing the rural economy through innovation and on-farm businesses;
- Resource development including aggregates and forestry.
Natural Grey (Section 7): Natural Grey focuses on Grey County’s scenic and naturally beautiful environment. We are lucky to live in such an environmentally rich area. With this, we need to maintain a delicate balance of promoting and protecting these spaces. We will ensure policies focus on the following key areas:

- Tourism and recreation;
- Protection of environmental features and systems;
- Climate change preparedness;
- Availability and access to parks.

Move Grey (Section 8): Move Grey looks at how we move people, goods, information, and services into, out of, and throughout the County. It is critical we have transportation, services, and technology in place to support the needs of those in Grey County. As a community, we want to continue to support and provide:

- Accessible air, boat, car, truck, and public transit;
- Active transportation infrastructure;
- Servicing, including water, sewers, utilities, and reliable telecommunication and broadband networks;
- Waste management and protecting our drinking water.

Although the Land use types are in separate sections, they all are interconnected and need to work together to create a vibrant place to live, work, learn, invest and play.

In addition to the above main sections of the Plan, the Plan also contains sections on Managing our Growth (Section 2), a section regarding the Niagara Escarpment Plan (Section 6), and Our Tools (Section 9). The ‘Our Tools’ Section includes matters such as understanding the Plan, how to make changes to the Plan (official plan amendments), how we will monitor the Plan, and also identifies both County and local municipal tools to help implement the Plan including Zoning, Site Plan Control, Consents, Plans of Subdivisions, Development Charges, Community Improvement Plans, etc. A ‘Definitions’ section as well as a section regarding Transition Provisions have also been included under ‘Our Tools’.

Why we Plan and the Importance of an Official Plan

We included this section in the previous report but we felt it was important to include this section again in order to reflect on why we plan and why it is important to have an Official Plan.

We plan for people, whether they be community members or visitors. With this in mind, our goal through this new Official Plan is to foster healthy, happy communities. Land use planning affects almost every area of life. It helps to decide where our communities, homes, businesses and factories should be built; where parks and schools should be located; and where roads, sewers and other essential services should be installed.

Land use planning manages our land and our resources. It helps each community set goals about how it will grow and develop. It also works out ways of reaching these goals while balancing social, economic and environmental interests. Land use planning balances the interests of individual property owners with the wider interests and objectives of the entire community, and the Province.
Good planning leads to healthy orderly growth and the provision of services. It also promotes community interaction, happiness, and social equity. Planning thinks long-term about spaces, including how people use them, and how we can improve them to create a better quality of life for everyone. It also supports the economy, by having business ready policies that promote economic development. Planning benefits all of us and helps us to have the kind of community we want.

Although Official Plans are land use plans, this new Official Plan shall be read as a plan for people. In interpreting the policies of the new Official Plan, users should also consider the people, the land, and the interactions between them. Creating healthy communities, enhancing quality of life, fostering a strong local economy, preserving our environment and resource lands, encouraging social interaction, and providing efficient transportation networks, are all crucial elements of this Plan.

The Plan is a guiding document for directing growth for the next 20 years. It represents an important shift in shaping Grey County towards a more balanced community structure. It will build a strong, long standing planning policy framework that will support substantial growth and change. The policies included in the new Official Plan will help to achieve a better County for all that live and visit here. The new Official Plan will change over time through amendments to the Plan, as the needs and interests of the community change.

Proposed Changes to the Official Plan

Based on all the comments received, and based on the principles described above, staff are recommending further revisions to the draft Official Plan. Below is a link to the revised draft Official Plan as well as links to the revised Schedules and Appendices to the Official Plan.

Revised Draft Official Plan – September 2018 - Tracked Changes Version
Revised Draft Official Plan – September 2018 - Clean Version
Revised Schedules A, B and C
Revised Appendices A to E
Revised Secondary Schedules

The majority of the revisions are minor wording changes that have been made throughout the Plan in order to add further clarity to the policies and based on comments received from the Province, local municipalities, agencies and members of the public. The following are some of the key recommended revisions to the various sections of the Official Plan.

**Managing Our Growth**

1. Added wording to indicate that some settlement areas are currently or may experience a land shortage in the near future to meet the growth needs over the next 20 years. Ongoing monitoring and consideration needs to be given to addressing these issues – Section 2.1
Addendum to PDR-CW-19-18

**Develop Grey**

1. Clarifying that the designated land supply to support future demand is for the next 20 years and noting that the County and local municipalities may plan beyond 20 years for the long-term protection of employment areas provided lands are not designated for development beyond the 20 year planning horizon - Section 3.2.2

2. Clarifying that a request to amend the Niagara Escarpment Plan to re-designate the land and/or to expand the *land use types* of Minor Urban Centre, Urban Area or Escarpment Recreation Area may only be made at the time of review of the Niagara Escarpment Plan - Section 3.4(5)

3. Recognizing that both a comprehensive review or an updated comprehensive review can be provided to support either identifying a new settlement area designation or allowing the expansion of a settlement area designation – Section 3.4.2(1) and Section 2.1

4. Settlement Area Expansions (Comprehensive Reviews): further clarification is provided around expanding settlement area boundaries into Agricultural land use types. Requirement for an Agricultural Impact Assessment study has been included, along with wording around minimizing, and mitigating adverse impacts to agricultural lands - Section 3.4.2(2)

5. Removed specific legislative details regarding a municipal boundary restructuring process (annexation) and instead refer to the Municipal Act which describes the process in detail - Section 3.4.3

6. Primary Settlement Areas: policy that encourages new development to be of a form and density which is supportive of future transit needs in accordance with the Province’s Transit Supportive Guidelines, or other municipal guidelines that achieve the same objective – Section 3.5(5)

7. Added in a policy to indicate that all new plans of subdivision/condominium within the Secondary Settlement Area of East Linton will be required to be serviced by municipal water services and municipal sewage services. This is possible now that the Township of Georgian Bluffs has acquired ownership of the sewage treatment plant located within Cobble Beach – Section 3.6.1(4)

8. Inland Lakes and Shoreline Areas & Recreational Resort Areas: clarifying that expansion of Inland Lakes and Shoreline and Recreational Resort Area land use types is not permitted in the Special Agricultural land use type as per the PPS – Sections 3.7(6) and 3.8(4)

**Live Grey**

1. Garden Suites: permanent second units will be encouraged in settlement areas, instead of temporary garden suites – Section 4.2.6

Date: September 27, 2018
2. Affordable Housing: clarified monies received by local municipalities through bonus zoning will be paid into a special account and spent only for community facilities, services and other matters specified by by-law as per the requirements of the Planning Act – Section 4.2(c)

3. General Heritage Policies: included some wording that ensures adequate screening for significant built heritage properties and significant cultural heritage landscapes – Section 4.5.1

Cultivate Grey

1. The growing of marihuana / cannabis is an agricultural use and therefore clearly permitted in the Agricultural, Special Agricultural and Rural land use types. Previously we had left it flexible for municipal discretion on whether or not it was a countryside use or a business park use – now it will be both (unless a municipality restricts it in their business parks) – Section 5.2.1(3)

2. Added a number of definitions to the Plan based on comments from Provincial staff (to clarify terminology in the Plan) – mostly definitions taken directly from the PPS – Section 9.18

3. Did not increase the number of Rural severances as requested by the Township of Georgian Bluffs and the Township of Chatsworth or allow Rural plans of subdivision as requested by the Township of Chatsworth. Staff discussed these options, but felt that added flexibility has been included in the proposed Plan to permit;
   - Rural lot adjustments (i.e. no longer need to meet Rural density policies),
   - relaxed MDS provisions of surplus farm dwelling severances (does not apply unless severing the house from the barn),
   - agricultural-related use severances will now be permitted, and
   - settlement area/countryside designation splits (i.e. splitting the settlement area portion from the Rural portion).

Rural plans of subdivision will only be permitted via an Official Plan Amendment, when they’re associated with a resource based recreational use. Staff are not recommending changes to the number of Rural consents or Rural plans of subdivision for a few reasons, but primarily to avoid conflicts between residential uses and aggregate/agricultural uses, to preserve lands for farming / resource use, and to help focus the majority of new growth in our settlement areas where hard and soft services are more readily available.

4. Clarified MDS provisions as they relate to on-farm diversified uses and rebuilding or catastrophes – Section 5.2.2(5)(c)

5. Clarified the list of studies required for new pits/quarries, including noting that municipalities can ask for additional studies in their local planning documents. Also clarified that such studies need to consider the Planning Act, PPS, County Plan and Local Plan, in addition to the Aggregate Resources Act. Where there is a conflict
between these documents, the more protective policies shall apply – Section 5.6.4(4) and 5.6.4(6)

6. Added in a policy in this section, and in the complete applications section noting that the County / Municipalities may choose to have studies peer reviewed at a proponent’s expense – Section 5.6.4(9)

7. Not recommending adding further bedrock or shale policies at this time (although it is recommended by the Province) – we may look at a future Official Plan Amendment in this regard so that further consultation can be held with local municipalities, agencies and landowners – Section 5.6.6

**Niagara Escarpment Plan**

1. Clarifying that the Niagara Escarpment Development Control Area shown on Schedule A and the Secondary Schedules is a graphical representation only and that the Niagara Escarpment Commission should be contacted to determine if a property is within the Niagara Escarpment Development Control Area – Section 6

2. Added policies and mapping to identify the Escarpment Natural Area designation within Secondary Settlement Areas that are located within the Niagara Escarpment Plan Area - Section 6.2(5)

**Natural Grey**

1. Added in a policy clarifying how natural features in settlement areas are dealt with, where we’re also trying to focus our growth. For example, in cases where there is a Significant Woodland in a settlement area, consideration can be given to a scoped Environmental Impact Study (EIS), or waiving the EIS recognizing that there are some lands where the promotion of efficient growth might be more of a priority than protection of that individual feature. Balance will still be applied, and there will still be times where the partial protection, or full protection of a feature is recommended – Section 7

2. Clarified terminology based on Provincial comments (e.g. adjacent lands, hazardous forest types for wildland fire, etc.) – Section 7 and 7.8

3. New pits and quarries will only be permitted in Core Areas through an Official Plan Amendment – Section 7.1(6).

4. Clarified the karst policies based on Provincial comments – Section 7.5.

5. Clarified parks policies based on Bluewater District School Board comments – Section 7.12(5)

**Move Grey**

1. Added a policy for the consideration of providing off-street parking at an alternative site based on comments from the Bluewater District School Board – Section 8.2(l)

2. Added some wording in the Active Transportation policies to indicate that when developing walkability guidelines that it is important to identify safe pedestrian and cycling routes to schools and other community destinations and to promote these routes
including consideration of maintaining these routes in the winter – Section 8.4(6)

3. Clarified the mitigation measures to be considered for new developments being proposed adjacent to the County CP Rail corridor. This includes that new development may be required to provide buffers/setbacks and/or screening which could include fences, berms, tree plantings and/or landscaping to the satisfaction of the County. A section has also been added to indicate that in anticipation that rail service may be re-introduced along the corridor, encroachments or encumbrances onto the Rail Corridor shall generally not be permitted – Section 8.8(3)

4. Added in a policy to clarify when servicing capacity is allocated for new draft approvals of plans of subdivision/condominium in accordance with the direction provided on Report PDR-CW-28-18. The policy notes that servicing capacity will be allocated at the draft plan approval stage, unless a municipality wishes to defer allocating servicing capacity to a later stage through separate by-law or at the final approval stage. The alternative servicing allocation approach will only be considered if supported by the local municipality and that the draft plan conditions clearly indicate that servicing capacity has not been allocated. The policy also notes that when considering extensions to draft plan approval, the policies of Section 9.13.1 shall be addressed – Section 8.9.1(17)

5. Clarifying some of the Source Protection Plan terminology and policies based on comments from the Province - Section 8.11

6. Clarifying that the Commercial Water Taking policies in Section 8.11.4 only applies to water taking associated with water bottling or the selling of water. Also clarified the requirements for the hydrogeological study and the timing for approvals (i.e. official plan amendment(s) and zoning amendment to be required first prior to the Ministry of Environment, Conservation and Parks issuing a Permit to Take Water) – Section 8.11(4)

Our Tools

1. Under the considerations for new plan of subdivision/condominium applications, we have added in confirmation of sufficiency of school accommodation as one of the criteria – Section 9.13

2. Added a policy under Section 9.13.1 to identify criteria to be considered for requests received to extend draft plan approval for plans of subdivision/condominium. The policy notes that the County will not support an extension until written support has been received from the municipality. If a draft plan meets a minimum of four out of the ten criteria below, an extension to the draft plan will generally be supported by the County subject to local municipal support:

   1) The proposal is within an identified designated settlement area land use type in the County and Municipal Official Plans.
   2) The proposal can be serviced with municipal services. Where an extension is being considered in a settlement area land use type that does not have municipal services, extensions can be supported if private or communal services can feasibly service the development.
   3) The proposal provides a lot density which meets any applicable County or Municipal Official Plan targets. Where such density targets do not currently
exist, it shall be demonstrated that the density makes efficient use of land and municipal water and wastewater services.

4) The proposal provides a mix of housing types (e.g. single detached, semi-detached, townhouse, or multi-residential).

5) The proposal provides rental housing.

6) The proposal provides affordable housing as per section 4.2 of this Plan.

7) The proposal provides for a mix of land uses, including more than just residential uses, but which may also include commercial, employment, or recreational uses. For the purposes of this policy recreational uses need to be either passive or active recreational uses, which go beyond a standard 5% parkland dedication.

8) The proposal represents infilling, redevelopment of an underutilized property, and/or intensification within or immediately adjacent to a built-up area.

9) Earlier phases of the same development have already been registered, and the draft approval extension represents development in accordance with an approved phasing plan, or master development agreement.

10) Substantial progress towards clearance of conditions of draft approval, including at least one of the following actions have been demonstrated since the date of draft approval or previously granted extension of draft approval:
    a) Completion of a supporting study as required by the conditions of draft approval;
    b) Submission and/or acceptance of final servicing drawings;
    c) Drafting and/or execution of a municipal agreement;
    d) Zoning by-law amendment or site plan applications have been submitted and/or completed; or
    e) Clearance letter received from a municipality or agency.

3. Clarified some of the Community Improvement Plan objectives to align with the proposed direction of the Community Improvement Plan Program – Section 9.16

4. Added in a policy in the complete application section noting that the County / Municipalities may choose to have studies peer reviewed at a proponent’s expense – Section 9.17

5. Added definitions or made some changes to definitions based on comments received from the Province and others – Section 9.18

6. Added in a section regarding transition provisions for dealing with applications that commenced prior to the new Official Plan coming into effect – Section 9.19

**Mapping Changes to the Schedules and Appendices**

1. Identified Provincial Connecting Links on Schedule A based on comments from the Ministry of Transportation.

2. Removed all settlement areas from the Bedrock and Shale resource mapping on Appendix E.
3. Deleted Appendix F which had mapped Highly Vulnerable Aquifers and Groundwater Recharge Areas as there are no implementing policies for these areas in local source protection plans. Instead the policies refer to the local source protection plans.

4. Springmount Settlement Area boundary has been revised to reflect the boundary approved in the Township of Georgian Bluffs Official Plan.

5. Added in Escarpment Natural Area designation within the Secondary Settlement Areas that are located within the Niagara Escarpment Plan to conform to the new Niagara Escarpment Plan.

6. Changed the classification of the Hepworth Landfill site from an Existing Landfill to Abandoned Landfill: D-4 Recommended to Clear Site on Appendix A – Map 1. Also changed the term ‘Existing Landfill’ to ‘Operating Landfill’ in Appendix A.

7. Revised some of the Significant Woodland mapping within the area or Lora Bay and the Georgian Bay Club on Appendix B, based on previously approved developments.

8. Changed the functional classification of all of Grey Road 19 to County Collector on Appendix D.

Based on the comments received in the fourth round of consultation, and based on the revisions made to address these comments, staff are recommending that this latest version of the new Official Plan be adopted as linked in this Report. Staff are satisfied that the Plan;

- Has regard for matters of Provincial Interest under the Planning Act,
- Is consistent with the Provincial Policy Statement,
- Conforms to the Niagara Escarpment Plan, and
- Reflects the comments expressed from the public, agencies, and municipalities, to provide a sustainable plan for Grey County for the next 20 years.

Staff are recommending that a by-law to adopt the Official Plan be prepared for Council’s consideration. It should be noted that if suggested changes are discovered after Council adopts the new Official Plan, the County could request that the Province consider any additional changes prior to their approval of the new Official Plan. Further changes to the Official Plan can also be dealt with through a ‘house-keeping’ official plan amendment following the Plan being approved by the Province. A ‘house-keeping’ amendment is often completed following the approval of a new Official Plan as any additional changes may not become apparent until the Plan is in effect and is being applied/implemented.

Lifting the Two Year Moratorium on Official Plan Amendments

As part of the update to the Planning Act that occurred in 2017, the Province included a provision under the Act indicating that no person or public body shall request an amendment to a new official within two years of the plan being approved unless the Council has declared by resolution that an official plan amendment can be considered within the two year period. In order to provide greater certainty to the community that official plan amendments will be considered within the first two years of the new Official Plan coming into effect, it is recommended that this two year moratorium period be lifted following approval of the new Official Plan by the Province.
Legal and Legislated Requirements

The process for an Official Plan outlined under the *Planning Act* has been followed. Should Council adopt the new Official Plan, notice of adoption will be sent out in accordance with the *Planning Act* and will be sent to the Province for final approval. It should be noted that the Province’s decision will be final and that there will be no opportunity to appeal the decision.

Financial and Resource Implications

A significant amount of staff resources has gone into Recolour Grey. The work has been a true team effort with all planning staff being involved in the community engagement process as well as developing the new Official Plan. The work has been truly rewarding and we have learned a lot from the many conversations we have had with community members. Staff are looking forward to implementing the new Official Plan policies and the directions set out in the Official Plan once approved by the Province.

Relevant Consultation

☑ Internal (Transportation Services, Economic Development, Tourism, Housing, Social Services, Information Technology)

☑ External (Provincial Ministries, Conservation Authorities, Niagara Escarpment Commission, Local Municipalities, Neighbouring Municipalities, Farm Organizations, Developers, Consultants, Community Stakeholders, and the Public)

Appendices and Attachments

*PDR-CW-47-17 - Recolour Grey - Draft of New Official Plan*
*Recolour Grey Council/Local Council Workshop - March 16, 2018*
*Public Meeting Minutes - March 27, 2018*

Revised Draft Official Plan – September 2018 - Tracked Changes Version

Revised Draft Official Plan – September 2018 - Clean Version

Revised Schedules A, B and C

Revised Appendices A to E

Revised Secondary Schedules
Addendum to PDR

Committee Report

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<td>Randy Scherzer</td>
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Recommendation

1. That Addendum to Report PDR-CW-09-18 be received; and

2. That all written and oral submissions received on plan of subdivision 42T-2017-06 known as Centre Point South were considered; the effect of which helped to make an informed recommendation and decision; and

3. That in consideration of the draft plan of subdivision application 42T-2017-06, for lands described as Part of Lots 102 and 103, Concession 1 North and East of the Toronto and Sydenham Road (NETSR), (geographic Township of Artemesia) in the Municipality of Grey Highlands, the Grey County Committee of the Whole approves this plan of subdivision with a total of three hundred and ninety-three residential units, subject to the conditions set out in the Notice of Decision; and

4. That the existing draft approved plan of subdivision 42T-91012 on the subject lands be withdrawn and closed on the subject lands, upon written request from the landowner.

Executive Summary

The County has received a plan of subdivision application (County file number 42T-2017-06) to facilitate the construction of 393 new residential units in the Municipality of Grey Highlands. The units will have access off of Victoria Street, Uplands Drive, and Herbert Avenue, as well as road connections to Toronto Street (Highway 10) and the draft approved Dimakos subdivision. A series of new internal roads and parkland will also be created through this subdivision. A block of land is also being 'set aside' for possible use to construct the new Beavercrest School, or associated playground, parking, or entrance facilities. Servicing to the proposed subdivision will
be via municipal water and sewer services, which will be allocated at the lot registration phase. Based on agency review and comments received regarding the proposed plan of subdivision, it is recommended that the proposed plan of subdivision be given draft approval subject to the conditions set out in the attached Notice of Decision.

**Background and Discussion**

The County has received a plan of subdivision application that proposes to create 393 residential units (a mixture of single detached dwellings and townhouses), as well as parkland, open space, and stormwater management blocks in the settlement area of Markdale. Within the proposed subdivision, there is also a block of land that may be utilized for a part of the new Beavercrest School, whether it is needed for the school itself, access, parking, or playground. Should this block of land not be needed entirely for the school, the remaining portions would be turned into residential units. A flexible residential and intuitional zoning has been applied to this block of land to facilitate this potential dual use.

The subject lands are located at Part of Lots 102 and 103, Concession 1, geographic Township of Artemesia, in the Municipality of Grey Highlands. The subject lands are approximately 35.7 hectares in size and are located southeast of the Grey Road 12 and Highway 10 intersection (see Map 1 – Airphoto of Subject Lands). The proposal is to service the new lots with municipal water and sewer, which will be allocated to each phase of development as they are registered.

The proposed lots would front onto a series of internal roads that have connections to Uplands Drive, Victoria Street, Herbert Avenue, and a future road in the draft approved Dimakos subdivision to the north. Access to the development will also be provided at the Toronto Street (Highway 10) and Victoria Street intersection, abutting the recently approved grocery store. This intersection will be signalized in the future.

The subject lands are currently vacant; however, there is an existing draft approved plan of subdivision (County file number 42T-91012) dating back to the early 1990’s on the southwesterly portion of the lands. Should the current proposed subdivision be approved, the existing draft approval will be withdrawn.
Map 1: Airphoto of Subject Lands

Surrounding the proposed development are residential developments (existing and proposed), Beavercrest Community School, some churches, and the recently approved commercial development that includes a grocery store. Grey Gables and the Grey Highlands Municipal Office are also located in close proximity to this proposed development, across Toronto Street (Highway 10).

An implementing zoning by-law amendment has also recently been passed by the Municipality of Grey Highlands.

The following reports have been submitted with the subdivision application;

1. Planning Justification Report and an Addendum,
2. Functional Servicing Report,
3. Stormwater Management Report,
4. Species at Risk Assessment,
5. Memo on Wetland Delineation,
6. Traffic Impact Study, and
7. Stage 1 and 2 Archaeological Assessment.

Copies of all background reports and plans can be found at this link.
Map 2: Draft Plan of Subdivision (Courtesy of Georgian Planning Solutions)
Public and Agency Comments Received

There were members of the public that made written submissions, and oral submissions at the public meeting on May 9, 2018 in the Municipality of Grey Highlands. The minutes from the public meeting can be found at this link.

The following people made comments on the plan of subdivision application:

- Jim Harrold,
- Gerald Boucher,
- Henriette Blom,
- Jim Batchelor,
- Ray Swayze,
- Darrin Patey,
- Jeffery Krischaktof,
- Laura Fostrum,
- Don Crosby,
- Dianna Lewis,
- Jeff Sicard,
- Ray Dawe,
- Ruth Jackson,
- Dave Hannam, and
- Anita Ellis.

Comments raised at the public meeting are as follows:

- What is the timeline for this development,
- Concerns about drainage and the potential for flooding in neighbouring properties,
- Questions about the rear yard setbacks,
- Concerns over current property boundaries,
- When will the current zoning by-law be updated,
- Impacts on the environment, as the property currently has wonderful habitat for birds,
- Are there plans to improve water pressure in the area, which currently is not adequate and could be made worse by this development,
- Loss of view and privacy by neighbours,
- Concerns about the size of this development, and the visual impact of the development,
- Not opposed to this development, but just want to see smart development by developers with a vested interest in the community,
- Concerns that the community does not want a ‘cookie-cutter’ subdivision, and that lots should be adequately sized,
- Will the development include rental and attainable housing,
- What is the cost of the proposed homes,
- Questions about whether or not bike paths and sidewalks are being incorporated into the design of this subdivision,
- Concerns about traffic, including impacts on existing summer and weekend traffic which is already quite heavy (traffic can be backed up for kilometres in the summer),
- Traffic projections, and road upgrade considerations need to look long term, and not be so focused on the short term,
• Concerns about the signalization of the Toronto Street and Victoria Street intersection,
• Will this development become a de facto by-pass between Main Street and Toronto Street,
• Concerns about road upgrades on Toronto or Main Streets which may lead to the loss of downtown parking,
• Concerns over traffic at the existing ‘T-intersection’ on Sproule Street,
• Will the parking for the neighbouring churches on Sunday mornings be impacted by this development,
• If signalization and road upgrades are needed at Toronto Street and Victoria Street, will additional lands be needed from the frontage of Annesly United Church, and
• Requests for notification of the decision on this application.

Agency comments were as follows:

• **Historic Saugeen Metis (HSM):** HSM noted that they have been able to review the reports and have no further concerns.
• **Enbridge Gas Distribution:** Enbridge Gas Distribution noted that they do not object to the proposed application(s). Enbridge further noted that they do not have gas piping in this immediate area.
• **Canada Post:** Canada Post noted that this development would gain mail service through community mail boxes, and provided a series of draft plan conditions to site said mail boxes.
• **Saugeen Valley Conservation Authority (SVCA):** SVCA staff noted that the proposed plan of subdivision is generally acceptable and provided recommended draft plan conditions.
• **Risk Management Official (RMO):** Grey Highlands RMO provided clearance and no further draft plan conditions are needed for this development.
• **Hydro One Networks Inc.:** Hydro One noted that they have reviewed the documents concerning the plan and have no comments or concerns at this time.
• **Ministry of Transportation (MTO):** MTO supports the proposed development, however does not support the installation of traffic signals at this time. MTO advised that the warrants for signalization have not yet been satisfied by the subdivision and commercial development (grocery store).
• **Bluewater District School Board (BWDSB):** The BWDSB provided a series of draft plan conditions, and later met with the developer, Municipality, and the County, with respect to ensuring that the proposed subdivision ‘dove-tails’ with their future plans for a new Beavercrest School. In response to these comments some changes were made to the proposed plan of subdivision, to accommodate maximum flexibility for the future school design.
• **Municipality of Grey Highlands Planning:** In a staff report dated June 20, 2018, which was endorsed by Council, the Municipality recommended approval of the plan of subdivision, subject to a series of draft approval conditions. As noted above, the Municipality has also passed the associated zoning by-law amendment.

**Analysis of Planning Issues**

Planning authorities must have regard to matters of Provincial interest under the *Planning Act* and be consistent with the Provincial Policy Statement (PPS) when rendering decisions on
planning applications. Within Grey County they must also make decisions that conform to the County of Grey Official Plan, and in this case which also conform to the Municipality of Grey Highlands Official Plan.

The Planning Act

Section 1.1 of the Planning Act outlines the purposes of the Act. The purposes of the Act promote; sustainable economic development, in a healthy natural environment, within a land use planning system, led by provincial policy and matters of provincial interest. Section 2 of the Planning Act outlines matters of provincial interest, which decision makers must consider when carrying out their responsibilities under the Act. The most relevant matters of provincial interest to this application are as follows (in italics), including staff comments for each subsection below.

(a) the protection of ecological systems, including natural areas, features and functions,

(a) A scoped Species at Risk Assessment and a Wetland Delineation Memo were completed for this development. The County Plan maps a small pocket of Significant Woodlands, and two pockets of Other Identified Wetlands on the subject lands. Both the woodlands and the wetlands will not be developed, and are being included in open space blocks. In order to provide for additional protection, buffer lands are also being included abutting some of the open space blocks. SVCA staff have reviewed the application and have no further concerns at this time. The Species at Risk Assessment did not identify any species at risk at this time. The Assessment included some recommendations for the lands that mitigate the impacts of development. Finally, the review further notes that with the changing environment, there may be habitat use on this property in the future.

(b) the protection of the agricultural resources of the Province;

(b) The subject lands have been farmed in the past, but are within the designated settlement area of Markdale in both the County and Municipal Official Plans. These lands have been designated for growth for a number of years, and currently have an existing draft approval on a portion of the lands which dates back to the 1990’s.

(f) the adequate provision and efficient use of communication, transportation, sewage and water services and waste management systems,

(f) The subject development will be serviced by municipal water and municipal sewer services. Although the capacity to service the entire development does not currently exist, as per the Grey County Committee of the Whole direction on staff report PDR-CW-28-18, Grey Highlands has opted to allocate servicing capacity at the time of registration, rather than at the time of draft plan approval. The recommended conditions of draft approval reflect this servicing allocation arrangement.

The stormwater management (SWM) is proposed on a dedicated block in the southeast of the proposed subdivision. The SWM has been reviewed by the SVCA and the Municipality’s Peer Review Engineer. The draft plan conditions will require further detailed design of this SWM facility.

One of the key public concerns related to the proposed plan of subdivision has been traffic concerns, both vehicular, and pedestrian safety. A Traffic Study was completed
for this development which has been reviewed by the MTO and the Municipality’s Peer Review Engineer. This Traffic Study did not assess the proposed development in isolation, but also considered other approved and proposed developments in the area, including the grocery store, and other residential developments. The Traffic Study made some recommendations, including the need for the signalization of the Toronto Street and Victoria Street intersection. The Traffic Study for the recently approved grocery store also made a similar recommendation. As noted above, MTO has noted that the warrants for signalization, based on their criteria, have not been met at this time. Although signals may not be installed at this time, it is anticipated that once the grocery store is built, and this subdivision (if approved) starts to build, signals may be needed at that time. A signalized intersection will likely be needed here in the future, as traffic increases, and the recommended draft approval conditions, and future subdivision agreement, will reflect this arrangement.

Sidewalks and trails are being incorporated into this design, including providing active transportation connections to the school.

In response to some of the public concerns and questions the following points of clarification have been noted (as highlighted by municipal staff and their peer review engineer):

- ‘Many downtown cores do not have on-street parking where turn lanes are needed. Additional parking is provided elsewhere in the downtown.
- Intersection improvements can be made without utilizing any further land from the United Church.
- Additional parking will be provided for churches and their Sunday services.
- A connecting link study is being considered by the Municipality.
- Build-out of this development is expected to occur in 7 – 8 years, but construction would be phased in that time.’

(h) the orderly development of safe and healthy communities,

(h) The subject development is within the ‘Primary Settlement Area’ designation in the County Official Plan. Within this land use designation the County Plan defers to the detailed land use policies found within the Municipality’s Official Plan. The County Plan recommends an average development density of 20 units per net hectare (or greater) for new residential development in Markdale. The proposed plan of subdivision generally aligns with the County’s target residential density. Adequate parkland and active transportation connections are also being included in this plan of subdivision. This proposed development provides a logical extension to the residential development in this area, and compliments the recently approved commercial development as well.

(i) the adequate provision and distribution of educational, health, social, cultural and recreational facilities;

(i) As noted earlier in this report, the proposed development has set aside a block of land to facilitate the BWDSB’s plans for a new Beavercrest School. The new school has not yet been designed, so it is not yet known if this block will be needed for the school, playground, parking, or access. Should this block not entirely be needed it would be utilized for residential units.
It is worth noting that the amount of parkland being proposed through this development exceeds the 5% minimums in the Planning Act, and is distributed throughout the development.

(j) the adequate provision of housing, including affordable housing,

(j) In response to this criterion, the proponent’s planner has noted; “There is no specific provision for affordable housing within this development. There are proposed smaller single detached lots and townhouses.”

(p) the appropriate location of growth and development.

(p) The subject lands are located in a settlement area and have been designated for residential growth, adjacent to the residential, commercial, and institutional land uses. Development in this area will be within walking distance of the school and downtown Markdale. The proposed location for development appears appropriate in this regard.

The subject plan of subdivision application, with the attached conditions of draft approval, would have regard for matters of Provincial Interest under The Planning Act.

**Provincial Policy Statement**

A key goal of the PPS is directing new growth to serviced settlement areas, and promoting the vitality of such settlement areas through re-development, infill and intensification. The subject lands have been designated for residential growth and are within a serviced settlement area.

Section 1.6.6.1 of the PPS outlines the servicing hierarchy to be utilized in the Province of Ontario. At the top of the hierarchy are municipal water and sewer services. The proposed development will be serviced by municipal water and sewer services, and capacity will be allocated as phases are registered.

Section 1.6.6.7 speaks to stormwater management. This matter has been reviewed under the Planning Act review.

Section 2.1 of the PPS speaks to the long-term protection of significant natural heritage features. This item was addressed under the Planning Act review above.

Section 2.6 of the PPS speaks to the protection of cultural and archaeological resources within the Province. A Stage 1-2 Archaeological Assessment was completed on this property. This Archaeological Assessment concluded; ‘no archaeological resources were encountered, and therefore no further archaeological assessment of the study area is warranted’. Draft conditions have been included, should excavation of the site uncover anything different.

Section 3.1 of the PPS directs development away from areas of natural hazard. SVCA has reviewed the proposed subdivision and is generally satisfied that the proposed development is outside of areas of natural hazard. The SVCA have provided a couple conditions to enable their review of applicable documents prior to final approval.

The proposed plan of subdivision application, with the attached conditions of draft approval, is consistent with the PPS.
County Official Plan

Many of the policies in the County Plan mimic those discussed above in the review of the Planning Act and the PPS. A further in-depth review of those same policies in the County Plan will not be repeated here.

The proposed plan of subdivision is designated as ‘Primary Settlement Area’ and ‘Hazard Lands’ in the County Official Plan. The Official Plan identifies that Primary Settlement Areas shall be the focus of growth within the County. Section 2.6.3(5) of the County Plan requires an overall average development density of 20 units per net hectare within Primary Settlement Areas such as Markdale. The lot density conforms to this recommended density for the residential portions of the site.

Development is not permitted in the Hazard Lands. The proposed subdivision will avoid the Hazard Lands on this site.

Appendix B to the County Official Plan maps ‘Significant Woodlands’ and ‘Other Identified Wetlands’ on portions of the property. As noted above, the residential development will remain outside of these features.

Appendix A to the Plan also maps the property as being within the Wellhead Protection Areas. Grey Highlands Risk Management Official provided clearance on this development and no further draft plan conditions are needed for this development.

Section 5.3 of the County Plan provides a similar servicing hierarchy to that found in the PPS, which has been noted above.

Section 6.12.1 of the County Plan addresses criteria to be considered in any new plan of subdivision or condominium. Specifically section 6.12.1(a)(vi) of this section states;

“The street pattern of the proposed plan and how it fits with the surrounding neighbourhood. Plans which utilize a grid pattern or a modified grid pattern shall be considered more favourably than those with a curvy street pattern or cul-de-sacs,”

As noted above, the subject lands will have connections to existing streets, proposed streets, leave adequate space for further future connection, and provide sidewalks. The proposed road network generally follows a modified grid pattern which is preferred.

Section 6.12.1(a)(ix) requires the consideration of street lighting that minimizes impact on dark skies. The proponent’s planner has noted that the street lighting will be directed downward and dark-sky compliant.

Section 6.12.1(a)(xi) speaks to the provision of usable parkland and green space. The applicant will be providing a significant amount of parkland, trails and open space through this development.

Section 6.12.1(b)(c) and (d) of the Plan speak to the provision of a range of housing, including affordable housing. The proposed development will offer single detached and townhouse units. The developer has noted that no affordable units are planned at this time. Townhouse units are
generally suitable to those looking to enter the housing market, or those seeking to downsize before ultimately exiting the housing market.

The proposed plan of subdivision application, with the attached conditions of draft approval, conforms to the goals and objectives of the County of Grey Official Plan.

**Grey Highlands Official Plan**

The subject lands are designated ‘Neighbourhood Area’ and ‘Hazard’ in the Municipality of Grey Highlands Official Plan (GHOP). The Neighbourhood Area designation permits residential development.

In a planning report dated June 20, 2018, by Municipal Planner Kristine Loft, a detailed policy and zoning analysis was undertaken for the Grey Highlands Official Plan and Zoning By-law. The amendment to the by-law has since been passed, and no appeals were received on this amendment. County staff would generally concur with Ms. Loft’s analysis and recommendations in that report, and will not duplicate a similar analysis here. Ms. Loft’s recommended draft approval conditions have been attached to this report, with some minor modifications. These modifications have been shared with Ms. Loft and the developer.

With the attached recommended draft plan conditions, County staff are of the opinion that the proposed development:

1. has regard for matters of Provincial interest under the *Planning Act*;
2. is consistent with the Provincial Policy Statement;
3. conforms to the County of Grey Official Plan; and
4. conforms to the Municipality of Grey Highlands Official Plan.

**Legal and Legislated Requirements**

The application was processed in accordance with the *Planning Act*.

**Financial and Resource Implications**

There are no anticipated financial, staffing or legal considerations associated with the proposed subdivision, beyond those normally encountered in processing a subdivision application. The County has collected the requisite fee and peer review deposit for this application.

**Relevant Consultation**

- Internal: Planning
- External: The Public, Municipality of Grey Highlands, Saugeen Valley Conservation Authority, Bluewater District School Board and other required agencies under the *Planning Act*.

**Appendices and Attachments**

*Draft Notice of Decision (conditions of draft approval) - attached*
NOTICE OF DECISION
On Application for Approval of Draft Plan of Subdivision
under Subsection 51(16) of the Planning Act

Draft Plan Approval, is hereby given by the County of Grey for the application regarding the above noted lands. A copy of the Decision is attached.

PUBLIC AND AGENCY COMMENTS RECEIVED ON THE FILE
All written and oral submissions received on the application were considered; the effect of which helped to make an informed recommendation and decision.

WHEN AND HOW TO FILE A NOTICE OF APPEAL
Notice to appeal the decision to the Local Planning Appeal Tribunal must be filed with the County of Grey no later than 20 days from the date of this notice, as shown above.
The notice of appeal should be sent to the attention of the Director of Planning and Development of the County, at the address shown below and it must,
(1) set out the reasons for the appeal,
(2) be accompanied by the fee required by the Tribunal as prescribed under the Local Planning Appeal Tribunal Act, and
(3) include the completed appeal forms from the Tribunal’s website.

WHO CAN FILE A NOTICE OF APPEAL
Only individuals, corporations or public bodies may appeal decisions in respect of a proposed plan of subdivision to the Local Planning Appeal Tribunal. A notice of appeal may not be filed by an unincorporated association of group. However, a notice of appeal may be filed in the name of an individual who is a member of the association or group on its behalf.

No persons or public body shall be added as a party to the hearing of the appeal of the decision of the approval authority, including the lapsing provisions of the conditions, unless the person or public body, before the decision of the approval authority, made oral submissions at a public meeting or written submissions to the council, or made a written request to be notified of changes to the conditions or, in the Local Planning Appeal Tribunal’s opinion, there are reasonable grounds to add the person or public body as a party.

RIGHT OF APPLICANT OR PUBLIC BODY TO APPEAL CONDITIONS
The following may, at any time before the approval of the final plan of subdivision, appeal any of the conditions imposed by the approval authority to the Tribunal by filing a notice of appeal with the approval authority: the applicant; any public body that, before the approval authority made its decision, made oral submissions at a public meeting or written submissions to the approval authority; the Minister; or the municipality in which the subject land is located.

HOW TO RECEIVE NOTICE OF CHANGED CONDITIONS
The conditions of an approval of draft plan of subdivision may be changed at any time before the final approval is given.

You will be entitled to receive notice of any changes to the conditions of the approval of draft plan of subdivision if you have made a written request to be notified of changes to the conditions.
GETTING ADDITIONAL INFORMATION
Additional information about the application is available for public inspection during regular office hours in the Planning & Development Office at the address noted below or by calling 519-376-2205 or 1-800-567-GREY.

ADDRESS FOR NOTICE OF APPEAL
County of Grey
595-9th Avenue East
OWEN SOUND, Ontario N4K 3E3
Attention: Mr. Randy Scherzer, MCIP RPP
Director of Planning & Development
Plan of Subdivision File No. 42T-2017-06 has been granted draft approval. The County’s conditions of final approval for registration of this draft plan of subdivision are as follows:

**Draft Plan**

1. That this approval applies to the draft Plan of Subdivision for the lands being Part Lots 102 & 103, Concession 1, Geographic Village of Markdale, Municipality of Grey Highlands, County of Grey, prepared by Georgian Planning Solutions (DWG-1758-27) dated May 30, 2018, showing the following:
   a. Two hundred eighty (280) single detached residential lots (Lots 1 to 280);
   b. Nineteen (19) townhouse blocks (Blocks 281 to 300); for one hundred (100) on street townhouses;
   c. Eleven (11) future road allowances (Street A thru Street J, Uplands Drive Extension and Herbert Avenue Extension);
   d. One (1) institutional block (Block 301);
   e. Four (4) municipal park blocks (Block 302, 303, 304 and 306);
   f. One (1) walkway block (Block 305);
   g. Three (3) open space/hazard blocks (Blocks 308, 309 and 310);
   h. One (1) landscape feature block (Block 307); and
   i. One (1) storm water management block (Block 308).

**Subdivision Agreement**

2. The Developer shall enter into a Subdivision Agreement with the Municipality agreeing to satisfy all requirements and conditions, financial and otherwise with respect to the provisions of the roads, drainage, installation of services, amenities and other Municipal requirements.

3. The Developer shall agree in the Subdivision Agreement, that prior to any grading or construction on site, and prior to Final Approval of the subdivision by the County, the owner shall prepare the following studies/reports, completed to the satisfaction of the Municipality of Grey Highlands:
   a. Final Stormwater Management Report;
   b. Lot Grading Plan;
   c. Sediment and Erosion Control Plan;
   d. Final Road Design including turn lane requirements, future signalization requirements, active transportation requirements, emergency access and phasing and other design considerations as required; and
   e. Final Landscaping Plan including required tree planting and tree preservation.

**Registration of Subdivision Agreement**

4. The Subdivision Agreement shall be registered by the Municipality against the Lands to which it applies as provided under the Planning Act, R.S.O., C. P.13, in conjunction with the
registration of the Plan. A copy of the executed Subdivision Agreement shall be provided by the Municipality.

5. The Developer shall, prior to the final approval, submit detailed plans showing the proposed phasing of the Plan for review and approval by the Municipality.

6. The registration of the Plan may occur in phases, as approved by the Municipality. The Developer shall agree in the Subdivision Agreement that no further approval for any phases be registered until the Municipality has confirmed that adequate servicing capacity (i.e. water and sanitary) is available and that the Municipality has allocated adequate servicing capacity to subsequent phases. Phases of the subdivision will be submitted to the County of Grey for final approval.

Water/Wastewater Allocation

7. The Developer shall acknowledge in the Subdivision Agreement that draft approval does not in itself constitute a commitment by the Municipality to providing servicing access to the Municipality’s water or wastewater plants. Plans may proceed to registration provided that there is sufficient residual capacity and capability to service the Plan. Plant capacity may be allocated for new development on a priority basis at the time of payment of securities for the phase or development charges in accordance with the Development Charges Act, 1997, S.O. 1997, c. 27.

8. Sanitary sewer and water supply allocations shall not be committed for this development until final approval of the Plan of Subdivision by the County and registration of the subdivision agreement, and when the Municipality confirms that such allocations are available for such purposes. As indicated in conditions related to phasing, servicing may be allocated to approved phases of development upon registration and provision of securities for the phase to which services are allocated or development charges in accordance with the Development Charges Act, 1997, S.O. 1997, c. 27.

9. The allocation of capacity, including potential current availability, shall be confirmed by resolution of Municipality of Grey Highlands Council.

Road Names/Road Dedications/Reserves

10. The Developer shall agree in the Subdivision Agreement that all road allowances included on this Plan shall be shown and dedicated as public highways. This shall include areas to be set aside for daylighting triangles.

11. The Developer shall agree that the internal streets dedicated in these conditions shall be named to the satisfaction of the Municipality.

12. The Developer shall agree in the Subdivision Agreement to construct all roads to Municipal standards in effect at the time of construction.
13. The Developer shall agree in the Subdivision Agreement to construct all temporary cul-de-sacs as required by the Municipality and in accordance with municipal standards.

14. That any dead ends and open sides of road allowances created by this draft plan shall be terminated in 0.3 metre reserves to be dedicated free and clear of encumbrances to the Municipality.

Zoning

15. Prior to final approval and registration of any phase of this Plan, the subject lands shall be appropriately zoned by a zoning by-law that has come into effect in accordance with the provisions of the Planning Act, R.S.O. 1990, c. P.13.

16. The Developer shall, prior to final approval, submit a schedule certified by an Ontario Land Surveyor indicating the areas and frontages of the Lots and Blocks within the Plan, to the satisfaction of the Municipality.

Walkways and Pedestrian Paths

17. The Owner shall agree in the Subdivision Agreement that walkways and pedestrian paths are to be developed in accordance with Municipal standards at the time of the construction, to the satisfaction of the Municipality.

Display Map

18. The Developer shall agree in the Subdivision Agreement, prior to offering any of the residential lots for purchase, to place a display map on the wall of the sales office in a place visible to the public, which indicates the location and relevant details of all sidewalks, trails, bike lanes, community mail boxes, parks, open space areas, environmental protections areas, stormwater management area, landscaping, street lights, buffer areas, fencing, roads, construction staging and adjacent land uses. All display maps shall be submitted to and approved by the Municipality prior to their use.

Development Charges

19. The Developer shall agree in the Subdivision Agreement that Development Charges, processing, and administration fees be paid in accordance with the Municipal, County, and school board policies and by-laws.

20. The Subdivision Agreement between the Developer and the Municipality shall include provisions whereby all offers of purchase and sale will include information that satisfies Subsection 59(4) of the Development Charges Act, 1997, S.O. 1997, c. 27.
External Servicing

21. Prior to final approval and registration of the Plan, the Developer shall design and construct at no cost to the Municipality, the external municipal sanitary sewer systems, municipal water facilities, stormwater management facilities and all appurtenances thereto as required to service the Plan, to the satisfaction of the Municipality, including entering into a pre-servicing and/or external works agreement with the Municipality.

Easements, Conveyances, and Parkland Dedication

22. The Developer shall agree in the Subdivision Agreement that such easements and land dedication as may be required for access, gas, utilities, communications, telecommunications, servicing, drainage and construction purposes shall be granted to the appropriate agencies or authorities, to their satisfaction free and clear of all encumbrances.

23. The Developer shall agree in the Subdivision Agreement to secure or acquire from other owners or developers in the area such easements or lands as required for servicing of the development. Should the relocation of any utilities be required as a result of the development, that all associated costs be at the Owner’s expense.

24. The Developer shall agree in the Subdivision Agreement in words satisfactory to the Municipality, to grant to the communications / telecommunication service providers any easement that may be required for communication / telecommunication services. Easements may be required subject to final servicing decisions.

25. The Developer shall agree in the Subdivision Agreement that prior to commencing any work within the Plan, the Developer shall confirm that sufficient wire-line communication / telecommunication / fibre optics infrastructure is currently available within the proposed development to provide communication / telecommunication / fibre-optics service to the proposed development.

26. That the Owner shall convey 5% of the land and/or cash in lieu for parkland dedication purposes to the Municipality for parkland and/or trail purposes to the satisfaction of the Municipality.

Subdivision Phasing

27. That the development and registration of the draft plan may be phased in accordance with sound engineering principles to the satisfaction of the Municipality.

Archaeological Assessment

28. The Developer shall agree to the following in the Subdivision Agreement:
   a. Should previously unknown or unassessed deeply buried archaeological resources be uncovered during development, such resources may be a new archaeological site and
therefore subject to Section 48(1) of the Ontario Heritage Act. The proponent or person discovering the archaeological resources must cease alteration of the site immediately and engage a licensed archaeologist to carry out archaeological fieldwork, in compliance with Sect 48 (1) of the Ontario Heritage Act.

b. That anyone working on the subject lands who uncovers a burial site containing human remains shall cease fieldwork or construction activities and immediately report the discovery to the police or coroner in accordance with the Funeral, Burial and Cremation Services Act.

Architectural Guidelines

29. That the Owner shall agree in the Subdivision Agreement to establish Architectural Guidelines to the satisfaction of the Municipality of Grey Highlands. The Guidelines shall address, but not be limited to, building and servicing locations, building design and materials, tree preservation and landscaping for the development or the built form within the subdivision.

Agency Requirements

Saugeen Valley Conservation Authority

30. That prior to any grading or construction on site, and prior to Final Approval of the subdivision by the County, the owner shall prepare the following studies / reports, completed to the satisfaction of the Saugeen Valley Conservation Authority, and the Municipality of Grey Highlands:
   a. Final Stormwater Management Report;
   b. Lot Grading Plan; and
   c. Sediment and Erosion Control Plan.

31. That the Subdivision Agreement between the Owner and the Municipality of Grey Highlands contain provisions with wording acceptable to the Saugeen Valley Conservation relating to the Final Stormwater Report, Lot Grading Plan and Sediment and Erosion Control Plan.

32. That the Owner shall agree in the Subdivision Agreement to obtain all necessary SVCA permits.

Canada Post

33. The owner/developer will consult with Canada Post to determine suitable permanent locations for the placement of Community Mailboxes and to indicate these locations on appropriate servicing plans, and include them in the Subdivision Agreement.

34. The builder/Owner/Developer will confirm to Canada Post that the final secured permanent locations for the Community Mailboxes will not be in conflict with any other utility including
hydro transformers, bell pedestals, cable pedestals, flush to grade communication vaults, landscaping enhancements (tree planting) and bus pads.

35. The owner/developer will install concrete pads at each of the Community Mailbox locations as well as any required walkways across the boulevard and any required curb depressions for wheelchair access as per Canada Post’s concrete pad specification drawings.

36. The owner/developer will agree to prepare and maintain an area of compacted gravel to Canada Post’s specifications to serve as a temporary Community Mailbox location. This location will be in a safe area away from construction activity in order that Community Mailboxes may be installed to service addresses that have occupied prior to the pouring of the permanent mailbox pads. This area will be required to be prepared a minimum of 30 days prior to the date of first occupancy.

37. The owner/developer will communicate to Canada Post the excavation date for the first foundation (or first phase) as well as the expected date of first occupancy.

38. The owner/developer agrees, prior to offering any of the residential units for sale, to place a “Display Map” on the wall of the sales office in a place readily available to the public which indicates the location of all Canada Post Community Mailbox site locations, as approved by Canada Post and the Municipality of Grey Highlands.

39. The owner/developer agrees to include in all offers of purchase and sale a statement, which advises the prospective new home purchaser that mail delivery will be from a designated Community Mailbox, and include the exact locations (list of lots #s) of each of these Community Mailbox locations; and further, advise any affected homeowners of any established easements granted to Canada Post.

40. The owner/developer will be responsible for officially notifying the purchasers of the exact Community Mailbox locations prior to the closing of any home sales with specific clauses in the Purchase offer, on which the homeowners do a sign off.

41. Canada Post further requests the owner/developer be notified of the following:
   a. The owner/developer of any condominiums will be required to provide signature for a License to Occupy Land agreement and provide winter snow clearance at the Community Mailbox locations.
   b. Enhanced Community Mailbox Sites with roof structures will require additional documentation as per Canada Post Policy.
   c. There will be no more than one mail delivery point to each unique address assigned by the Municipality.
   d. Any existing postal coding may not apply, the owner/developer should contact Canada Post to verify postal codes for the project.
Bluewater District School Board

42. That the Owner(s) shall agree in the Subdivision Agreement, that prior to final approval and registration of the first phase of the subdivision, the Owner(s) shall have entered into an Agreement satisfactory to the Bluewater District School Board for the purchase of lands for an elementary school site of the size, shape and location shown as Block 301 on the approved draft plan. The School Block must contain no less than 0.6 hectares. The Board will have an option to purchase the School Block at any time specified by the Board within 5 years following the date of registration of the phase of the plan of subdivision in which the School Block is located. It will be a condition of closing that the School Block is fully serviced and rough graded to the satisfaction of the Board and, upon payment by the Board of the usual building permit fees, the Board can obtain a building permit for construction of a multi-storey elementary school.

43. That the Owner(s) shall agree in the Subdivision Agreement, that prior to closing of the purchase of the School block by Bluewater District School Board that Street “A” shall be extended to intersect with Herbert Avenue, and generally providing a paved roadway for vehicular access to and from the School Block, sufficient to allow travel over such roadway by school buses and emergency vehicles requiring access to the School Site to and from the municipal and provincial road system, complete with street lighting, curbs, gutters, walkways, sidewalks, traffic control devices and all other improvements and servicing works required by the local municipality and the County of Grey, so as to permit site plan approval and issuance of a building permit for the construction of a school on the School Block.

44. That the Owner(s) shall agree in the Subdivision Agreement that prior to final approval and registration of the first phase of the subdivision, the Owner(s) shall have entered into an Agreement satisfactory to the Bluewater District School Board which included the following conditions:
   a. To construct a fence at the Owner’s expense, in accordance with the urban design guidelines and zoning standards of the Municipality, along the street frontage (temporary) and side yards of the School Block and to install a gate to the satisfaction of the Board; and
   b. To erect and maintain a sign on the School Block at the Owner’s expense at such time as the relevant access roads are constructed, indicating that development of the school site is not guaranteed and that pupils may be directed to schools outside of the area; and
   c. To not locate stormwater management/detention ponds on or adjacent to the School Block and to ensure that stormwater management/detention ponds within the vicinity of the School Block are not accessible to unsupervised students; and
   d. To confirm the availability of a satisfactory water supply and an acceptable method of sewage and stormwater disposal at the School Block for a public school; and
   e. To confirm that the proposed storm drainage system and the overall grading plans are acceptable to the local Conservation Authority or Environmental Agency, Municipality, and County and specifically that grading and drainage of the School Block is suitable for a public school; and
45. That the Owner(s) shall agree in the Subdivision Agreement, that if the Bluewater District School Board has not exercised the option to purchase the School Block within five years from registration of the phase of the plan in which the School Block is located, the Owner(s) will provide the municipality with a letter from the Board and from each coterritorial school board confirming that the property is not required for a school site.

46. The Owner(s) shall agree in the Subdivision Agreement to include in all Offers of Purchase and Sale a statement advising prospective purchasers that accommodation within the designated public school sites in the community is not guaranteed and that pupils may be accommodated in temporary facilities and/or be directed to facilities outside of the area.

47. The Owner(s) shall agree in the Subdivision Agreement to include in all Offers of Purchase and Sale a statement advising prospective purchasers that student busing is at the discretion of the Student Transportation Service Consortium of Grey-Bruce.

48. That the Owner(s) agree in the Subdivision Agreement to include in all Offers of Purchase and Sale a statement advising prospective purchasers that the school buses will not enter cul-de-sacs and that school bus pick up points will not be located within the subdivision until major construction activity has been completed or at the discretion of the Student Transportation Service Consortium of Grey-Bruce.

49. That the Owner(s) agree in the Subdivision Agreement to include in all Offers of Purchase and Sale a statement which advises the prospective purchaser that a school may or may
not be constructed on the School Block. The purchaser acknowledges and accepts that the School Block may be developed for future residential or other development. The purchaser also acknowledges and accepts that the School Block is a future development site and will be maintained by the Owner(s) as such.

50. That the Owner(s) agree in the Subdivision Agreement to include in all Offers of Purchase and Sale a statement advising prospective purchasers that a school may be constructed in the future on the School Block. The purchaser acknowledges and accepts that noise, dust, and truck traffic are normal circumstances during the construction of a school.

51. That the Owner(s) agree in the Subdivision Agreement to include in all Offers of Purchase and Sale a statement advising prospective purchasers that a school may be constructed in the future on the School Block. The purchaser acknowledges and accepts that noise, exterior lighting, portable classrooms, and increased traffic on neighbouring streets during peak A.M and P.M. hours and during special events are normal operating conditions for a school.

52. That the Owner(s) shall agree in the Subdivision Agreement to provide sidewalks and pedestrian linkages throughout the subdivision to accommodate and promote safe walking routes to the nearby school property and elsewhere.

53. The School Board has the following recommendations and considerations with regards to the design and layout of the proposed subdivision:
   a. Active and safe routes to schools should be implemented.
   b. A wider sidewalk or multi-use pathways should be considered on routes to schools to allow children on bicycles to safely use the facility. Minimum widths should be increased from 1.5 – 1.8 metres for a sidewalk and to 2.4 – 3 metres for a multi-use path. Clear space around multi-use paths should be provided to allow space for cyclist escape routes.
   c. Traffic calming along important pedestrian routes should also be considered. Curb extensions and bump outs, speed humps and reduced speed limits can all contribute to safer routes to school.
   d. Street crossing near schools and along important pedestrian routes should be enhanced to increase crossing safety. Raised crosswalks, signalized crosswalks, and curb extensions are recommended. Crossing at traffic lights should be audible signals and countdown timers.
   e. Request 40km school zones as per the OTM Guidelines. Consider the use of flashing 40km/hr signs during peak hours on arterial roads.
   f. Where crossing guards are in place, install school crossing and school crossing ahead signage.
   g. Well signed and marked bike routes.
   h. Install school area signs as per OTM Guidelines.
Final Draft Plan

54. The Developer shall provide a copy of the proposed Final Plan to the County of Grey for their review and final approval. A digital copy of this Final Plan is required to be prepared and submitted in accordance with the County of Grey specifications.

Clearance of Conditions

55. That prior to final approval, the County is advised in writing by the Municipality of Grey Highlands how Conditions 2 to 29 have been satisfied.

56. That prior to final approval, the County is advised in writing by the Saugeen Valley Conservation Authority, how Conditions 30 to 32 have been satisfied.

57. That prior to final approval, the County is advised in writing by Canada Post how Conditions 33 to 41 have been satisfied.

58. That prior to final approval, the County is advised in writing by Bluewater District School Board how Conditions 42 to 53 have been satisfied.

59. That prior to final approval, the existing draft approval of plan of subdivision 42T-91012 is withdrawn, at the request of the applicant, and that the file be closed accordingly.

60. If final approval is not given to this plan within three years of the draft approval date, and no extensions have been granted, draft approval shall lapse under Subsection 51(32) of the Planning Act, RSO 1990, as amended. If the owner wishes to request an extension to draft approval, a written explanation together with the applicable application fee and a resolution from the local municipality must be received by the County of Grey Director of Planning, prior to the lapsing date. If the extension being requested is beyond a year, justification for the extension, a resolution from the location municipality and approval from the County will be required. Please note that an updated review of the Plan and revisions to the conditions of approval may be necessary if an extension is to be granted.

61. That the owner, submit to the County of Grey with a computer disk containing a digitised copy of the Final Plan in a format acceptable to the County of Grey.

NOTES TO DRAFT APPROVAL

1. It is the applicant’s responsibility to fulfil the conditions of draft approval and to ensure that the required clearance letters are forwarded by the appropriate agencies to the County of Grey, quoting the County file number.

2. An electrical distribution line operating at below 50,000 volts might be located within the area affected by this development or abutting this development. Section 186 - Proximity - of the Regulations for Construction Projects in the Occupational Health and Safety Act,
requires that no object be brought closer than 3 metres (10 feet) to the energized conductor. It is proponent’s responsibility to be aware, and to make all personnel on site aware, that all equipment and personnel must come no closer than the distance specified in the Act. They should also be aware that the electrical conductors can raise and lower without warning, depending on the electrical demand placed on the line. Warning signs should be posted on the wood poles supporting the conductors stating “DANGER - Overhead Electrical Wires” in all locations where personnel and construction vehicles might come in close proximity to the conductors.

3. Clearances are required from the following:
   - Municipality of Grey Highlands, 206 Toronto Street North, P.O. Box 409, Markdale, ON, N0C 1H0
   - Saugeen Valley Conservation Authority, 1078 Bruce Road 12, Box 150, Formosa, ON, N0G 1W0
   - Canada Post, 955 Highbury Avenue, London, ON, N5Y 1A3
   - Bluewater District School Board, P.O. Box 190, 351 1st Avenue North, Chesley, Ontario, N0G 1L0

4. We suggest you make yourself aware of the following subsections of the Land Titles Act:
   a. subsection 144(1) requires all new plans to be registered in a Land Titles system if the land is situated in a land titles division; and
   b. subsection 144(2) allows certain exceptions.

The subdivision plan for Registration must be in conformity with the applicable Ontario Regulation under The Registry Act.

5. All measurements in subdivision final plans must be presented in metric units.

6. That the applicant contact Canada Post at the address below for the supply and installation of Community Mailboxes (CMB). The location of these CMB’s will require the approval of the Municipality of Grey Highlands.

   Delivery Planning Officer, Canada Post Corporation, 955 Highbury Ave, London, Ontario, N5Y 1A3

7. The final plan approved by the County must be registered within thirty (30) days or the County may withdraw its approval under subsection 51(32) of the Planning Act RSO 1990, as amended.
To: Warden Halliday and Members of Grey County Council
Committee Date: September 27, 2018
Subject / Report No: FR-CW-20-18
Title: 2019 Budget Process and Timetable
Prepared by: Kevin Weppler, Director of Corporate Services
Reviewed by: Kim Wingrove, CAO
Lower Tier(s) Affected: 
Status: 

Recommendation
1. That the 2019 budget process and timetable as set out in Report FR-CW-20-18 be received.

Executive Summary

- 2019 corporate budget overview and background to be presented on November 22, 2018 to provide information on the 2019 budget and the overall estimated 2019 funding requirements;
- 2019 budget to be presented at a Committee of the Whole (budget workshop) meeting on January 31, 2019, for consideration and approval;
- 2019 budget by-law presented on February 14, 2019 for adoption.

Background and Discussion

Council and staff have historically planned budget timetables for early adoption as a best practice and as a planning tool to provide an organized and efficient approach for the compilation of the budget.

The 2019 budget presentation (budget workshop) has been deferred to January 31, 2019 due to the 2018 Municipal Elections occurring on October 22, 2018 and the new County Council being sworn in on December 4, 2018. Following that review, the proposed 2019 budget timetable establishes a target budget approval date of February 14, 2019 where a by-law to adopt the estimates of revenues and expenditures for 2019 would be presented for approval.

Future budgets, commencing with the 2020 budget, are intended to return to the timetable with the budget being presented in December for consideration.

2019 Proposed Budget Timetable
<table>
<thead>
<tr>
<th>Description</th>
<th>Deadline/Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Finance Department provides staff with 2019 budget assumptions</td>
<td>August 27, 2018</td>
</tr>
<tr>
<td>Human Resources Department provides 2019 salary and benefit assumptions</td>
<td>August 27, 2018</td>
</tr>
<tr>
<td>Departments develop 2019 operating and capital budget submissions</td>
<td>September 2018</td>
</tr>
<tr>
<td>CAO, Corporate Services Director and Departmental Staff review 2019 budget submissions</td>
<td>October 2018</td>
</tr>
<tr>
<td>Senior Management Team reviews 2019 corporate operating and capital budget submissions</td>
<td>November 2018</td>
</tr>
<tr>
<td>Long Term Care Committee of Management reviews 2019 Long Term Care budgets for recommendations to Council</td>
<td>November 2018</td>
</tr>
<tr>
<td>Director of Corporate Services provides Council with 2019 corporate budget overview and background</td>
<td>November 22, 2018</td>
</tr>
<tr>
<td>Finance and Departmental Staff finalize 2019 operating and capital budget summary and detail documents</td>
<td>December 2018</td>
</tr>
<tr>
<td>Committee of the Whole (budget workshop) meeting for consideration and approval</td>
<td>January 31, 2019</td>
</tr>
<tr>
<td>2019 budget by-law presented to Council for adoption</td>
<td>February 14, 2019</td>
</tr>
</tbody>
</table>

**Legal and Legislated Requirements**

Section 289 of the *Municipal Act, 2001*, as amended, provides for the following in regards to annual budgets;

Yearly budgets, upper-tier
An upper-tier municipality shall in each year prepare and adopt a budget including estimates of all sums required during the year for the purposes of the upper-tier municipality including,

(a) amounts sufficient to pay all debts of the upper-tier municipality falling due within the year;

Financial and Resource Implications

The annual budget has provided funding for Committee and staff resources for budget preparation and review purposes.

Delayed approval of the 2019 budget could cause planned projects’ schedules to be condensed which could potentially result in additional costs.

Relevant Consultation

X Internal – Senior Management Team

External (list)

Appendices and Attachments

None
Committee Report

To: Warden Halliday and Members of Grey County Council
Committee Date: September 27, 2018
Subject / Report No: FR-CW-21-18
Title: FCM’s Municipal Asset Management Program Application
Prepared by: Amanda Brooks, Asset Management Coordinator
Reviewed by: Kevin Weppler, Director of Corporate Services
Lower Tier(s) Affected: N/A
Status:

Recommendation

1. That Report FR-CW-21-18 be received;

2. That County Council authorize staff to apply for funding from the Federation of Canadian Municipalities’ (FCM) Municipal Asset Management Program (MAMP) to advance the County’s asset management program by undertaking camera inspections and condition assessments of the County’s stormwater sewer infrastructure;

3. That County Council acknowledges the commitment to fund any project costs that are not covered by the FCM grant and these costs to be funded by a transfer from the Transportation Services General Reserve and this be included in the 2019 budget, up to a maximum County contribution of $350,000; and

4. That staff be authorized to proceed with this grant application prior to County Council’s approval as per Section 25.6 (b) of Procedural By-law 5003-18.

Executive Summary

- The Municipal Asset Management Program (MAMP) is a $50-million program funded by Infrastructure Canada to support Canadian municipalities and communities in making informed infrastructure investment decisions based on stronger asset management practices.
- To apply for this funding, Grey County is required to complete an application form, workplan and budget, and provide a resolution that demonstrates Council’s commitment to fund any project costs that are not covered by the FCM grant.
- Deadline for application submission is October 23, 2018.
Background and Discussion

Grey County staff is requesting Council's approval to submit a funding application for the FCM's MAMP before the funding application deadline of October 23, 2018. The application deadline was originally to be available, subject to funding availability, until June 30, 2020. Due to the high volume of applicants, FCM announced on August 28, 2018, the submission deadline has now been updated to October 23, 2018. Under this program FCM is offering funding for 80% of specified eligible activities up to a maximum grant of $50,000.

In December 2017, the province passed an asset management planning regulation under the Infrastructure for Jobs and Prosperity Act, 2015. Ontario municipalities are now subject to Ontario Regulation 588/17: Asset Management Planning for Municipal Infrastructure. Under this regulation, every municipality will be required to prepare a comprehensive strategic asset management policy, a plan to maintain core municipal infrastructure, a level of service proposal, and a publicly accessible asset management plan which is required to be updated every fifth year going forward with data obtained within the preceding two years.

The following are the key dates to this regulation:

- January 1, 2018: Effective date of Regulation.
- July 1, 2019: Date for municipalities to have a finalized strategic asset management policy.
- July 1, 2021: Date for municipalities to have an approved asset management plan for core assets (roads, bridges and culverts, water, wastewater and stormwater management) that discusses current levels of service and the cost of maintaining those services.
- July 1, 2023: Date for municipalities to have an approved asset management plan for all municipal infrastructure assets that discusses current levels of service and the cost of maintaining those services.
- July 1, 2024: Date for municipalities to have an approved asset management plan for all municipal infrastructure assets that builds upon the requirements set out in 2023. This includes a discussion of proposed levels of service, what activities will be required to meet proposed levels of service, and a strategy to fund the activities.

In order to assist Grey County in meeting its obligation under this regulation, Grey County will be required to provide condition assessments on all of its core municipal infrastructure assets. To obtain the required information upon which to base these condition assessments, staff is recommending that camera inspections and condition assessments of the Transportation Services' stormwater sewers be undertaken. Upon the FCM's MAMP application being approved, and Council's authorization to enter into this grant agreement, staff will then procure this work.

At this time costs can only be estimated for this project. It is estimated that Grey County has approximately 70 kilometres of stormwater sewers to inspect at an estimated cost of $5,000 per kilometre, or a total project cost of $350,000. This work is anticipated to take place over 2 years and will be completed in stages, with the application for FCM funding to complete the first phase within 11 months of the funding being granted, as required by the grant specifications.

In the past number of years, Transportation Services has undertaken approximately 4 kilometres of Grey County’s stormwater sewers to be flushed and inspected. This inspection
work was undertaken in 2017 in preparation of planned capital road work in order to determine if these stormwater sewers should be replaced at the same time as the future road work improvements were being completed. Approximately 200 metres of stormwater sewer line has been replaced in the past five years, so staff recommends that the entire stormwater system be inspected as part of the County’s asset management program.

In order to procure this work, Grey County staff must first map all the locations of these stormwater sewer lines. Specialized equipment and skill sets are required to complete the flushing and inspection of the stormwater system. This equipment includes a vacuum truck for flushing the sewers, a camera truck which serves as a mobile office as inspections are being completed, and mobile camera hoses for capturing video inside of the sewer lines. As well, the National Association of Sewer Service Companies (NASSCO) Pipeline Assessment and Certification Program (PACP) training and experience is strongly recommended for the individual(s) performing the stormwater sewer inspections so that accurate structural analysis and condition assessments can be provided. Therefore, staff recommends that the flushing and inspecting work be outsourced, as Grey County does not have the equipment, nor the training and experience required to undertake this work internally.

Funding sources for the portion of the project’s cost not covered by the grant must be clearly identified in the application and committed before the time of application. Grey County is required to submit the completed and signed MAMP funding application along with the following completed documents:

1. Council approved resolution
2. Completed workplan and budget

Legal and Legislated Requirements

The signed application and council resolution is required to be completed prior to the FCM MAMP application deadline of October 23, 2018. Evaluation of the application consists of an initial screening and an independent technical review. FCM will approve or deny applications based on the technical review score, subject to funding availability. FCM has received a large volume of submissions and therefore the submission deadline has been updated to October 23, 2018. Therefore it is being recommended that staff be authorized to proceed with this grant application prior to County Council approval as per Section 25.6 (b) of the Procedural By-law 5003-18.

Financial and Resource Implications

The first phase of this work must be completed within 11 months of funding being granted. This phase of the project will be included in the 2019 Transportation Services budget and the second phase would be included in the 2020 budget. A total cost of $350,000 is estimated for the total project. Any MAMP grant funding being received would to be used to offset the total project cost. Staff are recommending that the funding for this project be included in the 2019 budget and the costs not covered by the FCM grant be funded from the Transportation Services General Reserve.

FCM’s MAMP Application Form and Workplan and Budget template is attached for information.
Relevant Consultation

☒ Internal - Finance and Transportation Services staff

Appendices and Attachments

Attachment to FR-CW-21-18 FCM MAMP Application Form Template
Attachment to FR-CW-21-18 MAMP Workplan and Budget Template
Committee Report

To: Warden Halliday and Members of Grey County Council

Committee Date: September 27, 2018

Subject / Report No: TR-CW-49-18

Title: The Blue Mountains Winter Maintenance Agreement

Prepared by: Graham Wilson, Maintenance Manager

Reviewed by: Pat Hoy, Director of Transportation Services

Lower Tier(s) Affected: The Town of The Blue Mountains

Status: Recommendation

1. That Report TR-CW-49-18 be received and the Warden and Clerk be authorized to execute a three year winter maintenance agreement between the County of Grey and the Town of The Blue Mountains.

Executive Summary

The County of Grey and the Town of The Blue Mountains have historically entered into a Winter Maintenance Agreement for the upkeep and maintenance of certain roads in the Town of The Blue Mountains. The current winter maintenance agreement with the Town of The Blue Mountains expired in April, 2018. A new three year agreement is proposed. Under the new terms Grey County will no longer be responsible for the 2.4 km portion of Hwy 26 identified as a Connecting Link.

Background and Discussion

The County of Grey and the Town of The Blue Mountains have historically entered into an agreement for the County to complete the winter maintenance of the following roads within the Town of The Blue Mountains:

- Arthur Street and King Street East (Kings Highway No. 26) from Peel Street to Russell Street within the geographic Town of Thornbury a centerline distance of approximately 2.4 kilometres.
- Main Street within the geographic Village of Heathcote a centerline distance of approximately 0.4 kilometres.
- Church Street within the geographic Village of Heathcote, a centerline distance of approximately 0.2 kilometres.
In September, 2007 the Town of The Blue Mountains requested Grey County to plow the Highway 26 connecting link in the Town of Thornbury. Transportation Services has provided this service for the winter seasons since 2007 and the costs were tracked and the Town was invoiced.

Transportation Services completed a review of the Patrol B plow route (B3), which includes the connecting link for the Town of the Blue Mountains and determined that this work has an adverse effect on service levels and response times.

The following are the results of the review:

- Transportation Services’ operations spend 45 to 60 minutes daily plowing and applying material on Highway 26 in the Town of Thornbury.
- The initial (early morning) service includes two complete rounds to plow turning lanes and through lanes. Material is applied on the second round.
- Transportation Services plows this part of the route first, which impacts our response time to Grey Roads 13, 113 and 119 (from Grey Road 13 to Ravenna).
- Later in the morning the plow cleans up any areas where slush or snow has accumulated. The shoulders are plowed at this time as well.
- The afternoon/evening shift will make two passes and usually does not plow the shoulders.
- The overall circuit time(s) to maintain the Thornbury connecting link has an adverse effect on winter maintenance service levels on Grey Rd.’s 13, 113, and 119.

Transportation Services has been in consultation with the Town of The Blue Mountains and they are in agreement with this revision as they have made alternate arrangements for having the winter maintenance completed.

Legal and Legislated Requirements

None. Terms of the proposed agreement are consistent with the winter maintenance agreements in effect with other municipalities and unchanged from previous versions with the exception of the removal of the maintenance of the connecting link (Arthur Street and King Street East; approximately 2.4 kilometres).

Financial and Resource Implications

The Blue Mountains will agree to compensate the County of Grey a lump sum payment of $3,130.73 for the first year of the Agreement with the amount invoiced increased by two percent per year for each subsequent year. This is a reduction of $12,216.00 from the 2017/18 cost for services paid by the Town of the Blue Mountains to Grey County.

Relevant Consultation

- Internal - CAO
- External - The Town of The Blue Mountains
Appendices and Attachments
WINTER MAINTENANCE AGREEMENT

THIS AGREEMENT made this __________ day of ______________, 2018, in duplicate between:

THE CORPORATION OF THE COUNTY OF GREY
Hereinafter referred to as “Grey County”

- and -

THE CORPORATION OF THE TOWN OF THE BLUE MOUNTAINS
Hereinafter referred to as “Town”

WHEREAS the Town has authority over certain roads within the Town, in the County of Grey;

AND WHEREAS the Town wishes to contract with Grey County to provide winter maintenance services on some of these roads within the Town;

AND WHEREAS Grey County is willing to provide the winter maintenance services, and wishes to invoice the Town at the end of each winter season for costs incurred in providing those services;

NOW THEREFORE in consideration of the mutual covenants set out below together with other good and valuable consideration (the receipt of which is acknowledged), the parties agree as follows:

1.0 Definitions

1.1 “Agreement” means this Agreement, its appending schedules, and all instruments amending it.

1.2 “Roads” means the entirety of the approximately 0.6 kilometres of roads described in Section 3 of this Agreement.

1.3 “Winter Maintenance Season” means the continuous period of time between the fifteenth (15th) day of November and the thirty-first (31st) day of March.

2.0 Term

2.1 This Agreement shall be effective on the date that it is signed by both parties and shall continue until April 30, 2021 (the “Term”).

2.2 Notwithstanding Section 2.1, this Agreement may be terminated by either party during the period of May 1 to August 31 in any year in which this Agreement is current, upon one hundred twenty (120) days’ written notice.

3.0 Roads Subject to this Agreement

<table>
<thead>
<tr>
<th>Class</th>
<th>Road Name</th>
<th>Location Description</th>
<th>Distance One Way</th>
</tr>
</thead>
<tbody>
<tr>
<td>a.</td>
<td>4 Main Street</td>
<td>Within the geographic Village of Heathcote</td>
<td>Approximately 0.4 kms</td>
</tr>
<tr>
<td>b.</td>
<td>4 Church Street</td>
<td>Within the geographic Village of Heathcote</td>
<td>Approximately 0.2 kms</td>
</tr>
</tbody>
</table>
4.0 Obligations of Grey County

4.1 Grey County shall undertake all winter maintenance activities, including but not limited to the patrolling, plowing and spreading of materials for winter road conditions of the Roads, during each Winter Maintenance Season throughout the Term of the Agreement. The level of service provided shall meet the minimum standards set forth in the Minimum Maintenance Standards for Municipal Highways, Ontario Regulation 239/02 of the Act where such standards apply and, in the event that there is no applicable Minimum Maintenance Standard, shall meet the standard of what is reasonable in the circumstances.

4.2 In addition to the requirements set out in 4.1 above, Grey County shall attend to winter events that occur prior to November 15th and after April 1st until winter events have subsided at the end of each season throughout the Term of this Agreement. Both parties acknowledge that the level of service provided outside of the Winter Maintenance Season may be at a lower level than during the Winter Maintenance Season, but that it shall meet the minimum standards set forth in regulations made by the Minister of Transportation as contemplated in section 44(4) of the Act (the “Minimum Maintenance Standards for Municipal Highways”) where such standards apply and, in the event that there is no applicable Minimum Maintenance Standard, shall meet the standard of what is reasonable in the circumstances.

4.3 Grey County will be responsible for rectifying any damages which the parties agree was caused by the negligent operations of its equipment during the Winter Maintenance Season. This includes but is not limited to the replacement of signs, guide rails or other Town infrastructure at Grey County’s expense. The Town shall give notice of the occurrence of such damage and where Grey County agrees that it caused such damage it shall have the option of repairing such damage or paying the Town for the cost of such repairs. No payment made by Grey County pursuant to this paragraph shall be construed as an admission of liability by Grey County for any purpose.

5.0 Obligations of the Town

5.1 The Town shall be responsible for all removal of snow beyond the travelled portion of the Roads if required.

5.2 The Town shall be responsible to provide snow blowing services required within the right of way of the Roads.

5.3 The Town shall be responsible for patrolling the Roads for routine maintenance purposes at all times throughout the entire term of the Agreement.

5.4 The Town shall be responsible for the drainage maintenance of the Roads, including but not limited to the clearing of ditches, curbs and gutters, catch basins, and storm drains.

5.5 The Town shall be responsible for the surface maintenance of the Roads, including repair of potholes, cracks and depressions.

6.0 Reimbursement

Grey County shall invoice the Town for services provided on the Roads not later than the 15th day of June following the Winter Maintenance Season in which the work was undertaken. The invoice shall be for $3,130.73 for the first year of the Agreement and the amount invoiced shall increase by two percent per year in each subsequent year. The Town shall provide payment to Grey County no later than 30 days from the receipt of the statement.
7.0 Indemnification

7.1 Grey County agrees to defend, indemnify and save and hold harmless the Town from all claims, lawsuits, losses, expenses and costs, or any other liability imposed by statute or common law in any way connected to or in any way arising out of any actual or alleged breach, default or neglect of duty in respect of the winter maintenance of the Roads referred to in this Agreement as being the responsibility of Grey County to maintain.

7.2 The Town agrees to defend, indemnify and save and hold harmless Grey County from all claims, lawsuits, losses, expenses and costs, or any other liability imposed by statute or common law in any way connected to or in any way arising out of any actual or alleged breach, default or neglect of duty in respect of obligations imposed on the Town under the terms of this Agreement.

8.0 Insurance, Incident/Claims Notification

8.1 Each party shall, at its own expense, obtain and keep in force during the term of this Agreement, liability insurance satisfactory to the other party, including the following terms and minimum coverage and underwritten by an insurer licensed to conduct business in the Province of Ontario:
   a) Municipal General Liability insurance on an occurrence basis for an amount of not less than Fifteen Million Dollars ($15,000,000);
   b) inclusion of the other party as an Additional Insured with respect to the operations of the named insured;
   c) Cross liability and severability of Interest clauses;
   d) Policies shall not be invalidated as respects the interests of the Additional Insured by reason of any breach or violation on any warranties, representations, declarations or conditions;
   e) Non-owned automobile coverage with a limit of at least Ten Million Dollars ($10,000,000) including SEF 96 (contractual liability);
   f) Products and completed operations coverage with an aggregate limit of not less than Fifteen Million Dollars ($15,000,000);
   g) Automobile liability insurance for an amount not less than Ten Million Dollars ($10,000,000) on forms meeting statutory requirements covering all licensed vehicles used in any manner in connection with the performance of the terms of this Agreement;
   h) A thirty day written notice of cancellation, termination or material change.

8.2 Each party shall provide the other party proof of insurance, each year, in the form of an insurance certificate.

8.3 Both parties agree to immediately notify the other party of any occurrence, incident or event which may reasonably be expected to expose either party to material liability of any kind in relation to the Roads.

8.4 In the event that either party receives a Statement of Claim, notice of claim or other information regarding a pending or possible claim by a third party with respect to liability for failure to keep the Roads in repair or for damages or injuries sustained relating thereto (and which damages or injuries were sustained during a period when Grey County was responsible under section 4 of this Agreement) such party shall immediately notify and provide to the other party such claim or notice of claim.
9.0 Force Majeure

9.1 Neither Grey County nor the Town shall be held responsible for any damage or delays as a result of war, invasions, insurrection, demonstrations, or as a result of decisions by civilian or military authorities, fire, flood, human health emergency, strikes and generally as a result of any event that is beyond Grey County or the Town’s reasonable control.

9.2 Grey County and the Town agree that in the event of a disaster or Force Majeure the parties will co-operate and Grey County will make all reasonable efforts to provide temporary replacement service until permanent service is completely restored.

10.0 Governing Law

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

11.0 Severability

11.1 Each of the provisions contained in this Agreement is distinct and severable and a declaration of invalidity or unenforceability of any such provision or part thereof by a court of competent jurisdiction shall not affect the validity or enforceability of any other provision hereof.

12.0 Entire Agreement

12.1 This Agreement constitutes the entire agreement between the parties with respect to the winter maintenance for the Roads and supersedes all prior agreements, understandings, negotiations and discussions, whether written or oral. There are no conditions, covenants, agreements, representations, warranties or other provisions, express or implied, collateral, statutory or otherwise, relating to winter maintenance for the Roads except as provided in this Agreement.

13.0 Waiver and Amendment

13.1 Except as expressly provided in this Agreement, no amendment or waiver of this Agreement shall be binding unless executed, in writing, by the party to be bound. No waiver of any provision of this Agreement shall constitute a waiver of any other provision, nor shall any waiver of any provision of this Agreement constitute a continuing waiver, even if similar in nature, unless otherwise expressly provided.

14.0 Successors and Assigns

14.1 This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assigns. Neither party may assign all or any part of this Agreement without the written approval of the other party.
15.0 Notice

15.1 Any notice required to be given by Grey County to the Town shall be in writing and shall be sufficiently delivered if given to the Town Clerk by personal delivery or prepaid post, c/o the Town Clerk, to:

Town of The Blue Mountains  
32 Mill Street  
PO Box 310  
Thornbury, ON N0H 2P0

Any notice required to be given by the Town to Grey County shall be in writing and shall be sufficiently delivered if given to the County Clerk by personal delivery or prepaid post, c/o the County Clerk, to:

County of Grey  
595 9th Avenue East  
Owen Sound, ON N4K 3E3

15.2 Notice delivered by mail shall be deemed to have been received on the fifth (5th) business day following the date of such mailing.

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the day and year set out above.

THE CORPORATION OF THE TOWN OF THE BLUE MOUNTAINS:

Reg Russwurm, Director of Infrastructure and Public Works

Serena Wilgress, Manager of Purchasing and Risk Management

We have the authority to bind the Town.

THE CORPORATION OF THE COUNTY OF GREY:

Stewart Halliday, Warden

Heather Morrison, Clerk

We have the authority to bind the County.
Recommendation

1. That SSR-CW-15-18 regarding a further amendment to the 2018 Child Care Ontario Transfer Payment Agreement, decreasing the funding from $8,917,312 to $8,800,778, be received and;

2. That staff be authorized to execute the 2018 Child Care Transfer Payment Agreement (fourth revision) with the Ministry of Education prior to County Council approval as per Section 25.6 (b) of Procedural By-law 5003-18.

Executive Summary

Grey County has entered into a purchase of service agreement with the Ministry of Education for the provision of Child Care and Early Years services. The 2018 allocation has been amended multiple times due to adjustments in various funding lines.

On August 17, 2018 a Ministry memo was received advising of a budgetary change with $116,534 reduction in funding which decreases the Child Care 2018 budget to $8,800,778. On September 12, 2018 the Ministry released the amended transfer service agreement (4th version).

During a teleconference on September 18, 2018 the Ministry highlighted the importance for the signed Transfer Payment Agreement to be submitted by the September 27, 2018 deadline otherwise provincial child care fund transfers may be suspended 30 days thereafter. County staff submitted an extension request citing the County approval and signature protocols in addition to currently being in lame duck status. At this time, no response has been received from the Ministry regarding the extension request.

Grey County Council’s approval of the 2018 Child Care Service Transfer Payment Agreement (4th version) will result in the following funding change:

- $116,534 reduction in Expansion Plan (Year 2) funding for 2018
- These funds are 100% provincially funded. There is no change in the municipal levy.
- This is a five year agreement which would expire on December 31, 2022.

Background and Discussion

The Ministry of Education provides funding for Grey County Children’s Services through the following two separate Ontario Transfer Payment Agreements:

2018 Child Care Service Agreement Funding Summary Chart
As the Consolidated Municipal Service Manager (CMSM), Grey County enters into service agreements with the Province, through the Ministry of Education (MEDU), to deliver programs and services relating to early learning and licensed child care. On August 17, 2018, the Memo EYCC13 Update on 2018 Child Care Allocations and Transfer Payment Agreements (Attachment 2) was released.

This memo represents the fourth revision to the 2018 child care budget. The County’s 2018 Child Care Service Agreement now shows a total funding allocation of $8,800,778. This is a decrease of $116,534 over the previous budget version. This budget change is 100% MEDU funding with no additional cost sharing requirements from the County.

The following Ontario Transfer Payment Agreement is requested for approval in report SSR-CW-15-18: 2018 Child Care Transfer Payment Agreement (Attachment 1)

Per Memo EYCC13 (Attachment 2), CMSMs are required to execute and return the amended service agreement.

**CMSM Responsibilities**

While considering the annual MEDU service agreement, the Ontario Child Care Service Management and Funding Guidelines (September 2018) and local policy, the CMSM manages the Early Learning and Child Care System to meet the needs of our region, while increasing levels of responsibility in administration and planning.

In keeping with the Ontario Child Care Service Management Funding Guidelines, CMSM’s are required to:

- Ensure that funds are used in accordance with the service agreement and the ministry’s policies, procedures and guidelines
- Monitor the use of funds with service providers on an annual basis
- Reconcile service provider use of funds and recover funds as required

**Child Care Funding Formula**

The provincial funding formula is an evidence-based allocation that responds to regional demographic shifts, and provides flexibility for CMSMs to better meet local need for licensed child care services.

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**2018 Ontario Early Years Child and Family Services Agreement**

**Funding Summary Chart**

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<td><strong>Total Increase for 2018</strong></td>
<td><strong>$673,409</strong></td>
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SSR-CW-15-18 Date: September 27, 2018
The following chart demonstrates the CMSMs flexibility to flow funds between allocation funding lines and childcare expenses. This provides flexibility to meet local needs depending on what is currently happening in the economy and with family demographics.

Child Care Expansion Plan ($1,263,149)

With the funding revision the Child Care Expansion fund for 2018 will decrease by $116,534. In addition to the $1,263,149 Expansion funds for 2018 there is an additional $628,620 Expansion funds which were carried forward from 2017 and must be spent in 2018.

The province committed to a Child Care Expansion Plan to create access to licensed child care for 100,000 children aged 0-4 years of age. The priorities of this expansion plan are:

- To support additional fee subsidy; and/or
- Increased access

Ministry approval is pending for local Expansion plan priorities. Following Ministry approval any funds remaining will be applied towards increased affordability for children 0-4 years of age.

Canada-Ontario Early Learning and Child Care Agreement ($524,127)

The Canada-Ontario Early Learning and Child Care Agreement (ELCC) align with the Child Care Expansion Plan, and the expanded duty for District School Boards for the provision of before- and- after school programs. The priorities of the ELCC are:

- Supporting children 0-6 years of age through fee subsidy, increased access and/or increased affordability for child care. Non-profit community-based capital projects (excluding child care programs that target school-age children during school hours) can be considered
- Support children 0-12 years of age through fee subsidy, increased access and/or increased affordability for child care

Fee Stabilization Support ($291,272)

The Ontario Child Care Service Management and Funding Guidelines (September 2018) has been revised so that fee stabilization support funding may now be used to support cost
pressures associated with general compensation for licensed child care staff such as vacation and sick leave. This increased flexibility removes the restriction limiting funding to staff who were earning more than $14 per hour as of December 31, 2017 and provides greater flexibility to service system managers in efficiently utilizing funding allocations.

This funding assists centres in raising staff wages while lessening the need for increased parental child care fees.

Child care centres and home child care agencies that were open prior to July 1, 2018 are eligible to apply for this funding.

**Licensed Home Child Care Base Funding ($201,825)**

Currently Grey County directly operates the only Licensed Home Child Care Agency within the county and is licensed for 50 home providers.

As part of Ontario’s Renewed Early Years and Child Care Policy Framework, the government has developed a base funding model for licensed home child care agencies. This funding is intended to support stabilization, affordability and the recruitment of more providers.

Grey County staff will be working with the Ministry to determine the best approach to the allocation of this new funding.

**Wage Enhancement/Home Child Care Enhancement Grants ($1,180,631)**

Within Grey County, a total of 19 licensed child care operators with 44 active locations and 1 home child care agency (operated by Grey County Children’s Services) apply annually for these grants.

The 2018 wage enhancement grant supports an increase of up to $2 per hour, plus 17.5 percent benefits for licensed program staff and home visitors. In addition, the Home Child Care Enhancement Grant (HCCEG) supports an increase of up to $20 per day for home child care providers contracted with a licensed home child care agency.

The goals of the enhancement are to:

- Close the wage gap between Registered Early Childhood Educators (RECE) wages in the school board and licensed child care sectors
- Stabilize licensed child care operators by helping them retain RECEs/child care staff
- Support greater employment and income security

These goals support the ministry’s priorities to:

- Stabilize and transform the existing child care system to increase program reliability for parents and support consistent, higher quality child care services to support children’s learning and development
- Support licensed home child care agencies and strengthen the licensed home child care system

The Ministry intends to reduce administrative requirements for the Wage Enhancement/Home Child Care Enhancement Grant in 2019. The Ministry will provide further information at a later date.

**Regular Child Care Funding Allocation ($5,339,774)**

**Fee Subsidy Expense**

Child care fee subsidy assists eligible families with the cost of licensed child care to maintain their employment or education, and to support families with identified needs. Financial eligibility is calculated using a provincially set sliding scale.

Child care fee subsidy is subject to funding availability and space availability within a child care program. Currently, Grey County does not have a waiting list for child care fee subsidy funds.
General Operating Expense

Within Grey County, the general operating expense supports 15 licensees (Child Care operators) with the cost of operating licensed child care programs to stabilize fees for service and services levels.

To be eligible for General Operating Expense, licensees must be able to demonstrate to the CMSM that they are able to meet their minimum wage and benefit requirements without additional funding to qualify for this funding.

Special Needs Resourcing

These services are offered by three different third party operators covering a variety of needs in the community.

Special Needs Resource Funding supports the inclusion of children up to 13 years of age with special needs in licensed child care programs. Local special needs services and supports will continually evolve to meet the changing needs of children and families in the community.

Ministry requires that a minimum 4.1% of the child care budget is dedicated to special needs resourcing which would be $227,206 for Grey County. Responding to local needs, Grey County allocates 17% or $965,851 of its child care budget to special needs resourcing.

Administration Expense

To support CMSMs in their role as service system manager the province allocates a portion of the overall budget for administration expenses. These expenses can include staffing, benefits, purchased professional services, travel, education and training, technology, and general office expenses.

Special Purpose Funding

Within the overall budget, MEDU identifies areas that require special purpose funding. Included in this funding stream are:

Capacity Building Expense

Capacity building funding is intended to support professional learning and development opportunities that build the capacity of licensees, supervisors, program staff, home visitors, home child care providers and non-profit volunteer board members.

Professional learning opportunities should align with the Child Care and Early Years Act, 2014, and current MEDU policies.

Transformation Expense

Transformation funding assists with one-time costs for non-profit licensees in transforming their business to maintain viability. Examples include: retrofitting of an existing child care program to serve younger age groups, or amalgamation of two or more centres.

Small Water Works Expense

Small Water Works funding supports costs associated with water testing at child care sites that do not have access to municipal water service connections.

These costs are reimbursed on a cost recovery basis.

Play-Based Material and Equipment Expense

Play-based material and equipment funding may be used to purchase non-consumable supplies/equipment to support the on-going regular operation of the child care program. The provider requesting this funding must be able to demonstrate that the funding will be used to support children’s active exploration and play.
Repairs & Maintenance Expense

This funding is intended to cover one-time repair and maintenance costs. Priority is to be given to centres that are at-risk of not being in compliance with licensing requirements under the Child Care and Early Years Act, 2014.

Pay Equity Memorandum of Settlement

The Province has established proxy pay equity funding for eligible non-profit service providers to support with the cost of implementing pay equity. To be eligible for this funding, child care programs were required to:

- Have a proxy order from the pay equity commission
- Have posted pay equity plan(s) based on proxy comparisons
- Have current and/or outstanding proxy obligations
- Receive funding through CMSMs and DSSABs to provide child care

At this time 5 child care centres and 2 special needs resourcing agencies in Grey County accessing Pay Equity funding.

For-Profit Providers

In the Ontario Child Care Service Management and Funding Guidelines (September 2018) has been revised with the For Profit- Maximum Percentage Threshold being removed from the transfer payment agreements and will not apply in 2018. CMSMs may direct child care funding to licensed providers that are best positioned to meet local needs and priorities.

Legal and Legislated Requirements

The Ministry of Education provides funding to Grey County Social Services under the legislative authority of the Child Care and Early Years Act, 2014.

Financial and Resource Implications

The 2018 Child Care budget for Grey County Children’s Services will increase as follows:

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<td>Original Budget</td>
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<td>Amended Budget</td>
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The 2018 Child Care Transfer Payment Agreement (4th version) includes a reduction of $116,534 in Expansion funding for 2018. Expansion funds are 100% provincial and have no required municipal contribution.

Potential Risk

As the Ministry of Education has issued three amendments to the 2018 funding allocation, Grey County does not currently have a signed transfer payment agreement for the flow of funds. Pending a signed agreement, the Ministry of Education has continued to flow funds to Grey County based on the 2017 funding allocation.

This funding continues to be flowed to the service providers; however the consecutive amendments have created planning challenges for the department due to changing funding types and reporting requirements.

As the province has transitioned to a new government, it has created additional risks at the local level in that:
1. Staff has been hindered in obtaining clarification at a provincial level, as the provincial program staff are unable to comment while the government is going through the transition.
2. Due to compressed timelines, staff may not be able to fully leverage allocated funds.
3. Existing plans for school-based childcare expansion could be delayed which could impact Grey County Children’s Services plans to support these childcare programs.

Service Targets are an evidence based formula that the Ministry uses to determine each CMSM’s annual funding allocation. To expedite the finalization of service agreements, the Ministry is implementing a new approach to contractual service targets in 2018. Failure to meet targets has the potential for claw back of funding.

Following a review of actual service numbers in 2017 and early 2018, The Ministry continues to work with County staff to finalize the 2018 projected service targets.

As of September 2018, the Ministry has begun to respond to queries and set regional teleconference meetings. Staff will work closely with Ministry counterparts to ensure that funds are expended by the required deadlines, and if needed there is a provision for some allocations to be rolled over into 2019.

Relevant Consultation

☑️ Internal
- Grey County Finance Department
- Grey County Planning Department (Planning Data Analysis Coordinator)

☒ External
- Licensed child care centres in Grey County

Attachments

Memo EYCC13 Update on 2018 Child Care Allocations and Transfer Payment Agreements

2018 Child Care Transfer Payment Agreement (4th version)

Respectfully submitted by,

Barbara Arbuckle,
Children's Services Manager
MEMORANDUM TO: Chief Administrative Officers, CMSMs and DSSABs
General Managers/Commissioners, CMSMs and DSSABs
Children’s Service Managers, CMSMs and DSSABs

FROM: Jill Dubrick
Director, Early Years and Child Care Programs and Service Integration Branch
Early Years and Child Care Division
Ministry of Education

DATE: August 17, 2018

SUBJECT: Update on 2018 Child Care Allocations and Transfer Payment Agreements

I am writing to provide information on updated 2018 child care allocations for Consolidated Municipal Service Managers (CMSMs) and District Social Services Administration Boards (DSSABs).

This memo details amendments to previous 2018 child care allocations and child care guidelines.

Investments

In 2018 the government will now invest approximately $1.67 billion in child care. The total allocation consists of the following:

- $1.07 billion general allocation;
- $225 million to support child care expansion;
- $19.5 million in base funding for licensed home child care agencies;
- $100 million in Canada-Ontario Early Learning and Child Care (ELCC) Agreement funding;

2018: EYCC13 Memo: Update on 2018 Child Care Allocations and Transfer Payment Agreements
• $50 million for the full year of Fee Stabilization Support funding; and
• $203 million in ongoing Wage Enhancement/Home Child Care Enhancement Grant (HCCEG) funding.

**Important Changes to the Child Care Program**

In response to feedback from stakeholders the Ministry has made several important changes to the child care programs with a focus on supporting child care affordability across the province, better meeting the needs of local communities, and reducing administrative burden. Further details on these changes will be included in the updated 2018 Ontario Child Care Service Management and Funding Guideline and 2018 Child Care Service Agreements.

**A. Transfer Payment Agreements**

A new 2018 Transfer Payment Agreement will be issued and replaces all previously issued 2018 agreements. In order to simplify the service agreement process and reduce administration, transfer payment agreements will now be in the form of a multi-year agreement, with an annual budgeting process.

**B. Child Care Expansion Plan**

Child care expansion allocations have been revised to reflect the limited time remaining in 2018 for service planning. These allocations are prorated for the period of September to December 2018. Please refer to the allocations chart attached to this memo and to your service agreement for details.

**C. Contractual Service Targets**

To reduce administrative burden and expedite the finalization of service agreements, a new approach to contractual service targets will be implemented in 2018 and will support the timely execution of service agreements and payment disbursement.

More information will be provided on 2018 service targets with your service agreement package.

**D. Funding to For-Profit Child Care Providers**

The For Profit - Maximum Percentage Threshold has been removed from the transfer payment agreements and will not apply in 2018. Local service system managers may direct child care funding to licensed providers that are best positioned to meet local needs and priorities. Service system managers can continue to have discretion about the providers with which they enter into purchase of service agreements.

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2018: EYCC13 Memo: Update on 2018 Child Care Allocations and Transfer Payment Agreements
E. Fee Stabilization Support Funding

In response to stakeholder feedback, fee stabilization support funding may now be used to support cost pressures associated with general compensation for licensed child care staff such as vacation and sick leave. This increased flexibility removes the restriction limiting funding to staff who were earning more than $14 per hour as of December 31, 2017 and provides greater flexibility to service system managers in efficiently utilizing funding allocations.

F. Clarifications on Base Funding to Support Licensed Home Child Care (LHCC) Agencies

Allocations for LHCC Base Funding for each CMSM and DSSAB are calculated based on an annual amount of $6,900 per active home in licensed home child care agencies (as reported in the Ministry’s 2017 Licensed Child Care Survey). Service system managers have the flexibility in setting a local per-home amount and are encouraged to provide a minimum of $5,175 for the period of April to December 2018 for each active home an agency oversees. Local practices should be adapted to provide stable, predictable funding to agencies to assist with forecasting, planning and actively recruiting more providers.

Please note that the 2018 LHCC Base Funding allocations are based on the location of home child care agencies rather than the location of active homes. The first year of LHCC base funding is a transition year to allow the Ministry to work with service system managers on the new approach and offer opportunities for feedback and learning to evaluate this initiative. The Ministry will revisit the allocation methodology for future years to ensure the accuracy of the data set.

The Journey Together Funding

The Ministry has received a number of requests from CMSMs and DSSABs for extensions on expending capital funding for 2018 Journey Together projects. Service system managers will have the opportunity to request to transfer the portion of capital funding that cannot be spent in 2018 into their 2019 Journey Together allocation for both child care and child and family programs. Please contact your Early Years Advisor by August 24, 2018 to make a request.

Future Changes to Wage Enhancement/Home Child Care Enhancement Grant

Please be advised that the Ministry intends to reduce administrative requirements for the Wage Enhancement/Home Child Care Enhancement Grant in 2019. Further information will be provided at a later date.
Reporting Requirements

2018 Revised Estimates

The due date for the 2018 Revised Estimates (Child Care) and 2018 Interim Report (EarlyON) submissions for Consolidated Municipal Service Managers (CMSMs) and District Social Services Administration Boards (DSSABs) has been delayed.

A further communication will be issued in the coming weeks to provide an updated due date.

Cash Flow in 2018

Monthly cash flow for operating funding will continue to be based on your signed preliminary 2018 agreement or 2017 revised estimates until the new 2018 service agreements are signed by both parties.

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<td>December 4, 2018</td>
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<tr>
<td>November 26, 2018</td>
<td>January 3, 2019</td>
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The Ministry will release the new 2018 Child Care Service Agreements and the updated 2018 Ontario Child Care Service Management and Funding Guideline shortly. CMSMs and DSSABs are to submit their signed service agreement to the Ministry one month after the agreements are issued.

Please submit your service agreement by email to: tpa.edu.earlylearning@ontario.ca

The Ministry will email a scanned signed copy of the completed agreement back to your CMSM or DSSAB for your records.

Early Years Advisors and Financial Analysts are the Ministry contacts for child care therefore please direct any questions or concerns to them; the contact list is available on the Financial Analysis and Accountability Branch Website.

Thank you for your attention to this matter. I look forward to our ongoing collaboration.

2018: EYCC13 Memo: Update on 2018 Child Care Allocations and Transfer Payment Agreements
Sincerely,

*Original signed by*

______________________________
Jill Dubrick
Director, Early Years and Child Care Programs and Service Integration Branch
Early Years and Child Care Division

Copy: Shannon Fuller, Assistant Deputy Minister, Early Years and Child Care Division
Maxx-Phillippe Hollett, Director (A), Financial Accountability and Data Analysis Branch
Early Years Advisors, Programs and Service Integration Branch
Financial Analysts, Financial Accountability and Data Analysis Branch
### Appendix A: 2018 Child Care Allocations

#### 2018 Child Care Allocations

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<th>Category</th>
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### Notes

- **Date:** September 27, 2018
- **SSR:**
- **CW:**
- **15:**
- **18:**
- **2018 Total:**
- **2019 Total:**
- **2020 Total:**
- **Block Grant:**
- **Language:**
- **Age Group:**
- **Eligibility:**
- **Impact:**
- **Impact/Eligibility Adjustment:**
- **Core:**
- **Block:**
- **Total:**
- **Maintenance:**
Appendix B: Communications Protocol Requirements

All public announcements regarding provincial and federal investments in Ontario’s child care and early years system are potential joint communication opportunities for the provincial government, federal government, school boards, the Consolidated Municipal Service Manager/District Social Services Administration Board (CMSM/DSSAB), municipalities and community partners.

Public Communications

Municipalities, school boards, CMSMs and DSSABs, and community partners should not issue a news release or any other public communication directed at media regarding major child care and early years investments, without:

I. First contacting the Ministry of Education through EYCCinvestments@ontario.ca about your plan to publicly communicate these major child care and early years investments; and

II. Publicly recognizing the Ministry of Education’s role in providing funding; and

III. Inviting the Minister of Education to attend any events related to your investment announcement.

The Ministry of Education may also choose to issue its own news release and/or hold events about investments in child care and early years projects, in addition to those prepared by municipalities, school boards, CMSMs and DSSABs, and community partners.

The intent of this protocol is to promote the role of both the Ministry of Education and stakeholders in bringing new child care and early years projects to local communities.

Major Announcements and Events

Important: For all major child care investments the Minister of Education must be invited as early as possible to the event. Invitations can be sent to EYCCinvestments@ontario.ca with a copy sent to your ministry Early Years Advisor. Municipalities, school boards, CMSMs and DSSABs, and community partners will be notified at least four to six weeks in advance of their opening event as to the Minister’s attendance. If the date of your event changes at any time after the Minister has received the invitation, please confirm the change at the email address above.

If the Minister of Education is unavailable, the invitation may be shared with a government representative who will contact your municipality, school board, CMSM or DSSAB, or community partner to coordinate the details (e.g. joint announcement). Municipalities, school boards, CMSMs and DSSABs, and community partners are not expected to delay their announcements to accommodate the Minister or a Member of Provincial Parliament (MPP); the primary goal is to make sure that the Minister is aware of the announcement opportunity.
Other Events

For all other media-focused public communications opportunities, such as sod turnings for example, an invitation to your local event must be sent to the Minister of Education by email (EYCCinvestments@ontario.ca) with at least three weeks’ notice. Again, please send a copy to your ministry Early Years Advisor. Please note that if the date of your event changes at any time after the Minister has received the invitation, please confirm the change at the email address above.

Municipalities, school boards, CMSMs and DSSABs, and community partners are not expected to delay these “other” events to accommodate the Minister. Only an invitation needs to be sent; a response is not mandatory to proceed.

This communications protocol does not replace our stakeholders’ existing partnerships with the Ministry of Education. Regional early years advisors and regional child care licensing staff should still be regarded as primary points of contact for events and should be given updates in accordance with existing processes.

Acknowledgement of Support

The support of the Government of Ontario must be acknowledged in media-focused communications of any kind, written or oral, relating to new investments. Similarly, CMSMs and DSSABs announcements related to funding received through the ELCC must clearly acknowledge that the contributions were made by the Province of Ontario and the Government of Canada. This acknowledgment could include but is not limited to, any report, announcement, speech, advertisement, publicity, promotional material, brochure, audio-visual material, web communications or any other public communications. For minor interactions on social media, or within social media such as Twitter, etc. where there is a limited restriction on content, municipalities, school boards, CMSMs and DSSABs, and community partners are not required to include government acknowledgement. In addition, when engaged in reactive communications (e.g., media calls) municipalities, school boards, CMSMs and DSSABs, and community partners do not have to acknowledge government funding; however, if possible, such an acknowledgement is appreciated.
ONTARIO TRANSFER PAYMENT AGREEMENT

THE AGREEMENT is effective as of the 1 day of January, 2018

BETWEEN:

Her Majesty the Queen in right of Ontario
as represented by the Minister of Education

(the “Province”)

- and -

The Corporation of the County of Grey

(the “Recipient”)

CONSIDERATION

In consideration of the mutual covenants and agreements contained in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which are expressly acknowledged, the Province and the Recipient agree as follows:

1.0 ENTIRE AGREEMENT

1.1 The agreement, together with:

Schedule “A” - General Terms and Conditions
Schedule “B” - Program Specific Information
Schedule “C” - Program
Schedule “D” - Budget
Schedule “E” - Payment Plan
Schedule “F” - Reports, and

any amending agreement entered into as provided for in section 4.1,

constitutes the entire agreement between the Parties with respect to the subject matter contained in the Agreement and supersedes all prior oral or written representations and agreements.
1.2 The Agreement supersedes the 2017 Agreement and the Preliminary 2018 Agreement which are hereby terminated.

2.0 COUNTERPARTS

2.1 The Agreement may be executed in any number of counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

3.0 AMENDING THE AGREEMENT

3.1 Except as otherwise provided for in the Agreement, the Agreement may only be amended by a written agreement duly executed by the Parties.

4.0 REVISED SCHEDULES

4.1 Revised Schedules. The Province may, at any time, upon consultation with the Recipient, provide any or all of the following:

(a) a new Schedule “B” (Program Specific Information)
(b) a new Schedule “C” (Program);
(c) a new Schedule “D” (Budget);
(d) a new Schedule “E” (Payment Plan); and
(e) a new Schedule “F” (Reports).

4.2 Deemed to be Replaced. If the Province provides a new schedule in accordance with section 4.1, the new schedule shall be deemed to be either Schedule “B” (Program Specific Information), Schedule “C” (Program), Schedule “D” (Budget), Schedule “D” (Payment Plan) or Schedule “D” (Reports), as the case may be, (collectively referred to as “New Schedules”), for the period of time to which it relates as provided for in the new schedule.

4.3 Termination by Recipient. If the Recipient does not agree with all or any New Schedules, the Recipient may terminate the Agreement immediately by giving Notice to the Province within 30 days of the Province providing the New Schedules.
4.4 **Consequences of Termination by Recipient.** If the Recipient terminates the Agreement pursuant to section 4.3 the Province may take one or more of the actions listed in section A11.2.

5.0 **ACKNOWLEDGEMENT**

5.1 The Recipient acknowledges that:

(a) by receiving Funds it may become subject to legislation applicable to organizations that receive funding from the Government of Ontario, including the *Broader Public Sector Accountability Act, 2010* (Ontario), the *Public Sector Salary Disclosure Act, 1996* (Ontario), and the *Auditor General Act* (Ontario);

(b) Her Majesty the Queen in right of Ontario has issued expenses, perquisites, and procurement directives and guidelines pursuant to the *Broader Public Sector Accountability Act, 2010* (Ontario);

(c) the Funds are:

(i) to assist the Recipient to carry out the Program and not to provide goods or services to the Province;

(ii) funding for the purposes of the *Public Sector Salary Disclosure Act, 1996* (Ontario);

(d) the Province is not responsible for carrying out the Program; and

(e) the Province is bound by the *Freedom of Information and Protection of Privacy Act* (Ontario) and that any information provided to the Province in connection with the Program or otherwise in connection with the Agreement may be subject to disclosure in accordance with that Act.

- SIGNATURE PAGE FOLLOWS -
The Parties have executed the Agreement on the dates set out below.

HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO as represented by the Minister of Education

Date
Name: Jill Dubrick
Title: Director, Early Years and Child Care Programs and Service Integration Branch

The Corporation of the County of Grey

Date
Name: 
Title: 
I have authority to bind the Recipient.

Date
Name: 
Title: 
I have authority to bind the Recipient.
A1.0 INTERPRETATION AND DEFINITIONS

A1.1 Interpretation. For the purposes of interpretation:

(a) words in the singular include the plural and vice-versa;

(b) words in one gender include all genders;

(c) the headings do not form part of the Agreement; they are for reference only and will not affect the interpretation of the Agreement;

(d) any reference to dollars or currency will be in Canadian dollars and currency, and

(e) “include”, “includes” and “including” denote that the subsequent list is not exhaustive.

A1.2 Definitions. In the Agreement, the following terms will have the following meanings:

“2017 Agreement” means the transfer payment agreement entered into between the Province and the Recipient effective January 1, 2017.

“Preliminary 2018 Agreement” means the transfer payment agreement entered into between the Province and the Recipient effective January 1, 2018.

“Agreement” means this agreement entered into between the Province and the Recipient, all of the schedules listed in section 1.1, and any amending agreement entered into pursuant to section 4.1.

“Budget” means the budget attached to the Agreement as Schedule “D”.

“Business Day” means any working day, Monday to Friday inclusive, excluding statutory and other holidays, namely: New Year’s Day; Family Day; Good Friday; Easter Monday; Victoria Day; Canada Day; Civic Holiday; Labour Day; Thanksgiving Day; Remembrance Day; Christmas Day; Boxing Day and any other day on which the Province has elected to be closed for business.

“Effective Date” means the date set out at the top of the Agreement.

“Event of Default” has the meaning ascribed to it in section A13.1.
“Expiry Date” means the expiry date set out in Schedule “B”.

“Funding Year” means:

(a) in the case of the first Funding Year, the period commencing on the Effective Date and ending on the following March 31; and

(b) in the case of Funding Years subsequent to the first Funding Year, the period commencing on April 1 following the end of the previous Funding Year and ending on the following March 31.

“Funds” means the money the Province provides to the Recipient pursuant to the Agreement.

“Indemnified Parties” means Her Majesty the Queen in right of Ontario, Her ministers, agents, appointees, and employees.

“Maximum Funds” means the maximum Funds set out in Schedule “B”.

“Notice” means any communication given or required to be given pursuant to the Agreement.

“Notice Period” means the period of time within which the Recipient is required to remedy an Event of Default pursuant to section A13.3(b), and includes any such period or periods of time by which the Province extends that time in accordance with section A13.4.

“Parties” means the Province and the Recipient.

“Party” means either the Province or the Recipient.

“Program” means the undertaking described in Schedule “C”.

“Reports” means the reports described in Schedule “F”.

A2.0 REPRESENTATIONS, WARRANTIES, AND COVENANTS

A2.1 General. The Recipient represents, warrants, and covenants that:

(a) it is, and will continue to be, a validly existing legal entity with full power to fulfill its obligations under the Agreement;

(b) it has, and will continue to have, the experience and expertise necessary to carry out the Program;
(c) it is in compliance with, and will continue to comply with, all federal and provincial laws and regulations, all municipal by-laws, and any other orders, rules, and by-laws related to any aspect of the Program, the Funds, or both; and

(d) unless otherwise provided for in the Agreement, any information the Recipient provided to the Province in support of its request for funds (including information relating to any eligibility requirements) was true and complete at the time the Recipient provided it and will continue to be true and complete.

A2.2 **Execution of Agreement.** The Recipient represents and warrants that it has:

(a) the full power and authority to enter into the Agreement; and

(b) taken all necessary actions to authorize the execution of the Agreement.

A2.3 **Governance.** The Recipient represents, warrants, and covenants that it has, will maintain in writing, and will follow:

(a) a code of conduct and ethical responsibilities for all persons at all levels of the Recipient’s organization;

(b) procedures to enable the Recipient’s ongoing effective functioning;

(c) decision-making mechanisms for the Recipient;

(d) procedures to enable the Recipient to manage Funds prudently and effectively;

(e) procedures to enable the Recipient to complete the Program successfully;

(f) procedures to enable the Recipient to identify risks to the completion of the Program and strategies to address the identified risks, all in a timely manner;

(g) procedures to enable the preparation and submission of all Reports required pursuant to Article A7.0; and

(h) procedures to enable the Recipient to address such other matters as the Recipient considers necessary to enable the Recipient to carry out its obligations under the Agreement.

A2.4 **Supporting Proof.** Upon the request of the Province, the Recipient will provide the Province with proof of the matters referred to in Article A2.0.
A3.0 TERM OF THE AGREEMENT

A3.1 Term. The term of the Agreement will commence on the Effective Date and will expire on the Expiry Date unless terminated earlier pursuant to Article A11.0, Article A12.0, or Article A13.0.

A4.0 FUNDS AND CARRYING OUT THE PROGRAM

A4.1 Funds Provided. The Province will:

(a) provide the Recipient up to the Maximum Funds for the purpose of carrying out the Program;

(b) provide the Funds to the Recipient in accordance with the payment plan attached to the Agreement as Schedule "E"; and

(c) deposit the Funds into an account designated by the Recipient provided that the account:

(i) resides at a Canadian financial institution; and

(ii) is in the name of the Recipient.

A4.2 Limitation on Payment of Funds. Despite section A4.1:

(a) the Province is not obligated to provide any Funds to the Recipient until the Recipient provides the certificates of insurance or other proof as the Province may request pursuant to section A10.2;

(b) the Province is not obligated to provide instalments of Funds until it is satisfied with the progress of the Program;

(c) the Province may adjust the amount of Funds it provides to the Recipient in any Funding Year based upon the Province's assessment of the information the Recipient provides to the Province pursuant to section A7.1; or

(d) if, pursuant to the Financial Administration Act (Ontario), the Province does not receive the necessary appropriation from the Ontario Legislature for payment under the Agreement, the Province is not obligated to make any such payment, and, as a consequence, the Province may:

(i) reduce the amount of Funds and, in consultation with the Recipient, change the Program; or
(ii) terminate the Agreement pursuant to section A12.1.

A4.3 **Use of Funds and Carry Out the Program.** The Recipient will do all of the following:

(a) carry out the Program in accordance with the Agreement;
(b) use the Funds only for the purpose of carrying out the Program;
(c) spend the Funds only in accordance with the Budget;
(d) not use the Funds to cover any cost that has or will be funded or reimbursed by one or more of any third party, ministry, agency, or organization of the Government of Ontario.

A4.4 **Interest Bearing Account.** If the Province provides Funds before the Recipient’s immediate need for the Funds, the Recipient will place the Funds in an interest bearing account in the name of the Recipient at a Canadian financial institution.

A4.5 **Interest.** If the Recipient earns any interest on the Funds, the Province may:

(a) deduct an amount equal to the interest from any further instalments of Funds; or

(b) demand from the Recipient the payment of an amount equal to the interest.

A4.6 **Rebates, Credits, and Refunds.** The Ministry will calculate Funds based on the actual costs to the Recipient to carry out the Program, less any costs (including taxes) for which the Recipient has received, will receive, or is eligible to receive, a rebate, credit, or refund.

A5.0 **RECIPIENT’S ACQUISITION OF GOODS OR SERVICES, AND DISPOSAL OF ASSETS**

A5.1 **Acquisition.** If the Recipient acquires goods, services, or both with the Funds, it will:

(a) do so through a process that promotes the best value for money, and

(b) comply with the *Broader Public Sector Accountability Act, 2010* (Ontario), including any procurement directive issued thereunder, to the extent applicable.

A5.2 **Disposal.** The Recipient will not, without the Province’s prior written consent, sell, lease, or otherwise dispose of any asset purchased or created with the

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The Corporation of the County of Grey 2018 Child Care Transfer Payment Agreement

SSR-CW-15-18

Date: September 27, 2018
Funds or for which Funds were provided, the cost of which exceeded the amount as provided for in Schedule “B” at the time of purchase.

A6.0 CONFLICT OF INTEREST

A6.1 No Conflict of Interest. The Recipient will carry out the Program and use the Funds without an actual, potential, or perceived conflict of interest.

A6.2 Conflict of Interest Includes. For the purposes of Article A6.0, a conflict of interest includes any circumstances where:

(a) the Recipient; or
(b) any person who has the capacity to influence the Recipient’s decisions, has outside commitments, relationships, or financial interests that could, or could be seen to, interfere with the Recipient’s objective, unbiased, and impartial judgment relating to the Program, the use of the Funds, or both.

A6.3 Disclosure to Province. The Recipient will:

(a) disclose to the Province, without delay, any situation that a reasonable person would interpret as an actual, potential, or perceived conflict of interest; and
(b) comply with any terms and conditions that the Province may prescribe as a result of the disclosure.

A7.0 REPORTS, ACCOUNTING, AND REVIEW

A7.1 Preparation and Submission. The Recipient will:

(a) submit to the Province at the address referred to in section A17.1, all Reports in accordance with the timelines and content requirements as provided for in Schedule “F”, or in a form as specified by the Province from time to time;
(b) submit to the Province at the address referred to in section A17.1, any other reports as may be requested by the Province in accordance with the timelines and content requirements specified by the Province;
(c) ensure that all Reports and other reports are completed to the satisfaction of the Province; and
(d) ensure that all Reports and other reports are signed on behalf of the Recipient by an authorized signing officer.
A7.2 Record Maintenance. The Recipient will keep and maintain:

(a) all financial records (including invoices) relating to the Funds or otherwise to the Program in a manner consistent with generally accepted accounting principles; and

(b) all non-financial documents and records relating to the Funds or otherwise to the Program.

A7.3 Inspection. The Province, any authorized representative, or any independent auditor identified by the Province may, at the Province’s expense, upon twenty-four hours’ notice to the Recipient and during normal business hours, enter upon the Recipient’s premises to review the progress of the Program and the Recipient’s allocation and expenditure of the Funds and, for these purposes, the Province, any authorized representative, or any independent auditor identified by the Province may take one or more of the following actions:

(a) inspect and copy the records and documents referred to in section A7.2;

(b) remove any copies made pursuant to section A7.3(a) from the Recipient’s premises, and

(c) conduct an audit or investigation of the Recipient in respect of the expenditure of the Funds, the Program, or both.

A7.4 Disclosure. To assist in respect of the rights provided for in section A7.3, the Recipient will disclose any information requested by the Province, any authorized representatives, or any independent auditor identified by the Province, and will do so in the form requested by the Province, any authorized representative, or any independent auditor identified by the Province, as the case may be.

A7.5 No Control of Records. No provision of the Agreement will be construed so as to give the Province any control whatsoever over the Recipient’s records.

A7.6 Auditor General. The Province’s rights under Article A7.0 are in addition to any rights provided to the Auditor General pursuant to section 9.1 of the Auditor General Act (Ontario).

A8.0 COMMUNICATIONS REQUIREMENTS

A8.1 Acknowledge Support. Unless otherwise directed by the Province, the Recipient will:

(a) acknowledge the support of the Province for the Program; and
(b) ensure that the acknowledgement referred to in section A8.1(a) is in a form and manner as directed by the Province.

A8.2 Publication. The Recipient will indicate, in any of its Program-related publications, whether written, oral, or visual, that the views expressed in the publication are the views of the Recipient and do not necessarily reflect those of the Province.

A9.0 INDEMNITY

A9.1 Indemnification. The Recipient will indemnify and hold harmless the Indemnified Parties from and against any and all liability, loss, costs, damages, and expenses (including legal, expert and consultant fees), causes of action, actions, claims, demands, lawsuits, or other proceedings, by whomever made, sustained, incurred, brought, or prosecuted, in any way arising out of or in connection with the Program or otherwise in connection with the Agreement, unless solely caused by the negligence or wilful misconduct of the Indemnified Parties.

A10.0 INSURANCE

A10.1 Recipient’s Insurance. The Recipient represents, warrants, and covenants that it has, and will maintain, at its own cost and expense, with insurers having a secure A.M. Best rating of B+ or greater, or the equivalent, all the necessary and appropriate insurance that a prudent person carrying out a Program similar to the Program would maintain, including commercial general liability insurance on an occurrence basis for third party bodily injury, personal injury, and property damage, to an inclusive limit of not less than the amount provided for in Schedule “B” per occurrence. The insurance policy will include the following:

(a) the Indemnified Parties as additional insureds with respect to liability arising in the course of performance of the Recipient’s obligations under, or otherwise in connection with, the Agreement;

(b) a cross-liability clause;

(c) contractual liability coverage; and

(d) a 30-day written notice of cancellation.

A10.2 Proof of Insurance. The Recipient will:

(a) provide to the Province, either:

(i) certificates of insurance that confirm the insurance coverage as
provided for in section A10.1; or

(ii) other proof that confirms the insurance coverage as provided for in section A10.1; and

(b) upon the request of the Province, provide to the Province a copy of any insurance policy.

A11.0 TERMINATION ON NOTICE

A11.1 Termination on Notice. The Province or the Recipient may terminate the Agreement at any time without liability, penalty, or costs upon giving at least 30 days' Notice to the other Party.

A11.2 Consequences of Termination on Notice. If either the Province or the Recipient terminates the Agreement pursuant to section A11.1, the Province may take one or more of the following actions:

(a) cancel further instalments of Funds;

(b) demand from the Recipient the payment of any Funds remaining in the possession or under the control of the Recipient; and

(c) determine the reasonable costs for the Recipient to wind down the Program, and do either or both of the following:

(i) permit the Recipient to offset such costs against the amount the Recipient owes pursuant to section A11.2(b); and

(ii) subject to section A4.1(e), provide Funds to the Recipient to cover such costs.

A12.0 TERMINATION WHERE NO APPROPRIATION

A12.1 Termination Where No Appropriation. If, as provided for in section A4.2(d), the Province does not receive the necessary appropriation from the Ontario Legislature for any payment the Province is to make pursuant to the Agreement, the Province may terminate the Agreement immediately without liability, penalty, or costs by giving Notice to the Recipient.

A12.2 Consequences of Termination Where No Appropriation. If the Province terminates the Agreement pursuant to section A12.1, the Province may take one or more of the following actions:

(a) cancel further instalments of Funds;

(b) demand from the Recipient the payment of any Funds remaining in the
possession or under the control of the Recipient; and

(c) determine the reasonable costs for the Recipient to wind down the Program and permit the Recipient to offset such costs against the amount owing pursuant to section A12.2(b).

A12.3 No Additional Funds. If, pursuant to section A12.2(c), the Province determines that the costs to wind down the Program exceed the Funds remaining in the possession or under the control of the Recipient, the Province will not provide additional Funds to the Recipient.

A13.0 EVENT OF DEFAULT, CORRECTIVE ACTION, AND TERMINATION FOR DEFAULT

A13.1 Events of Default. Each of the following events will constitute an Event of Default:

(a) in the opinion of the Province, the Recipient breaches any representation, warranty, covenant, or other material term of the Agreement, including failing to do any of the following in accordance with the terms and conditions of the Agreement:
   (i) carry out the Program;
   (ii) use or spend Funds; or
   (iii) provide, in accordance with section A7.1, Reports or such other reports as may have been requested pursuant to section A7.1(b);

(b) the Recipient’s operations, its financial condition, or its organizational structure, changes such that it no longer meets one or more of the eligibility requirements of the Program under which the Province provides the Funds;

(c) the Recipient makes an assignment, proposal, compromise, or arrangement for the benefit of creditors, or a creditor makes an application for an order adjudging the Recipient bankrupt, or applies for the appointment of a receiver; or

(d) the Recipient ceases to operate.

A13.2 Consequences of Events of Default and Corrective Action. If an Event of Default occurs, the Province may, at any time, take one or more of the following actions:

(a) initiate any action the Province considers necessary in order to facilitate
the successful continuation or completion of the Program;

(b) provide the Recipient with an opportunity to remedy the Event of Default;

(c) suspend the payment of Funds for such period as the Province determines appropriate;

(d) reduce the amount of the Funds;

(e) cancel further instalments of Funds;

(f) demand from the Recipient the payment of any Funds remaining in the possession or under the control of the Recipient;

(g) demand from the Recipient the payment of an amount equal to any Funds the Recipient used, but did not use in accordance with the Agreement;

(h) demand from the Recipient the payment of an amount equal to any Funds the Province provided to the Recipient; and

(i) terminate the Agreement at any time, including immediately, without liability, penalty or costs to the Province upon giving Notice to the Recipient.

A13.3 Opportunity to Remedy. If, in accordance with section A13.2(b), the Province provides the Recipient with an opportunity to remedy the Event of Default, the Province will give Notice to the Recipient of:

(a) the particulars of the Event of Default; and

(b) the Notice Period.

A13.4 Recipient not Remediing. If the Province provided the Recipient with an opportunity to remedy the Event of Default pursuant to section A13.2(b), and:

(a) the Recipient does not remedy the Event of Default within the Notice Period;

(b) it becomes apparent to the Province that the Recipient cannot completely remedy the Event of Default within the Notice Period; or

(c) the Recipient is not proceeding to remedy the Event of Default in a way that is satisfactory to the Province,

the Province may extend the Notice Period, or initiate any one or more of the actions provided for in sections A13.2(a), (c), (d), (e), (f), (g), (h), and (i).
A13.5 **When Termination Effective.** Termination under Article A13.0 will take effect as provided for in the Notice.

A14.0 **FUNDS AT THE END OF A FUNDING YEAR**

A14.1 **Funds at the End of a Funding Year.** Without limiting any rights of the Province under Article A13.0, if the Recipient has not spent all of the Funds allocated for the Funding Year as provided for in the Budget, the Province may take one or both of the following actions:

(a) demand from the Recipient payment of the unspent Funds; and

(b) adjust the amount of any further instalments of Funds accordingly.

A15.0 **FUNDS UPON EXPIRY**

A15.1 **Funds Upon Expiry.** The Recipient will, upon expiry of the Agreement, pay to the Province any Funds remaining in its possession or under its control.

A16.0 **DEBT DUE AND PAYMENT**

A16.1 **Payment of Overpayment.** If at any time the Province provides Funds in excess of the amount to which the Recipient is entitled under the Agreement, the Province may:

(a) deduct an amount equal to the excess Funds from any further instalments of Funds; or

(b) demand that the Recipient pay an amount equal to the excess Funds to the Province.

A16.2 **Debt Due.** If, pursuant to the Agreement:

(a) the Province demands from the Recipient the payment of any Funds or an amount equal to any Funds; or

(b) the Recipient owes any Funds or an amount equal to any Funds to the Province, whether or not the Province has demanded their payment,

such Funds or other amount will be deemed to be a debt due and owing to the Province by the Recipient, and the Recipient will pay the amount to the Province immediately, unless the Province directs otherwise.

A16.3 **Interest Rate.** The Province may charge the Recipient interest on any money owing by the Recipient at the then current interest rate charged by the Province.
of Ontario on accounts receivable.

A16.4 Payment of Money to Province. The Recipient will pay any money owing to the Province by cheque payable to the "Ontario Minister of Finance" and delivered to the Province as provided for in Schedule "B".

A16.5 Fails to Pay. Without limiting the application of section 43 of the Financial Administration Act (Ontario), if the Recipient fails to pay any amount owing under the Agreement, Her Majesty the Queen in right of Ontario may deduct any unpaid amount from any money payable to the Recipient by Her Majesty the Queen in right of Ontario.

A17.0 NOTICE

A17.1 Notice in Writing and Addressed. Notice will be in writing and will be delivered by email, postage-prepaid mail, personal delivery, or fax, and will be addressed to the Province and the Recipient respectively as provided for Schedule "B", or as either Party later designates to the other by Notice.

A17.2 Notice Given. Notice will be deemed to have been given:

(a) in the case of postage-prepaid mail, five Business Days after the Notice is mailed; or

(b) in the case of email, personal delivery, or fax, one Business Day after the Notice is delivered.

A17.3 Postal Disruption. Despite section A17.2(a), in the event of a postal disruption:

(a) Notice by postage-prepaid mail will not be deemed to be given; and

(b) the Party giving Notice will give Notice by email, personal delivery, or fax.

A18.0 CONSENT BY PROVINCE AND COMPLIANCE BY RECIPIENT

A18.1 Consent. When the Province provides its consent pursuant to the Agreement, it may impose any terms and conditions on such consent and the Recipient will comply with such terms and conditions.

A19.0 SEVERABILITY OF PROVISIONS

A19.1 Invalidity or Unenforceability of Any Provision. The invalidity or unenforceability of any provision of the Agreement will not affect the validity or enforceability of any other provision of the Agreement. Any invalid or unenforceable provision will be deemed to be severed.
A20.0 WAIVER

A20.1 Waiver Request. Either Party may, in accordance with the Notice provision set out in Article A17.0, ask the other Party to waive an obligation under the Agreement.

A20.2 Waiver Applies. Any waiver a Party grants in response to a request made pursuant to section A20.1 will:

(a) be valid only if the Party granting the waiver provides it in writing; and

(b) apply only to the specific obligation referred to in the waiver.

A21.0 INDEPENDENT PARTIES

A21.1 Parties Independent. The Recipient is not an agent, joint venturer, partner, or employee of the Province, and the Recipient will not represent itself in any way that might be taken by a reasonable person to suggest that it is, or take any actions that could establish or imply such a relationship.

A22.0 ASSIGNMENT OF AGREEMENT OR FUNDS

A22.1 No Assignment. The Recipient will not, without the prior written consent of the Province, assign any of its rights or obligations under the Agreement.

A22.2 Agreement Binding. All rights and obligations contained in the Agreement will extend to and be binding on the Parties’ respective heirs, executors, administrators, successors, and permitted assigns.

A23.0 GOVERNING LAW

A23.1 Governing Law. The Agreement and the rights, obligations, and relations of the Parties will be governed by and construed in accordance with the laws of the Province of Ontario and the applicable federal laws of Canada. Any actions or proceedings arising in connection with the Agreement will be conducted in the courts of Ontario, which will have exclusive jurisdiction over such proceedings.

A24.0 FURTHER ASSURANCES

A24.1 Agreement into Effect. The Recipient will provide such further assurances as the Province may request from time to time with respect to any matter to which the Agreement pertains, and will otherwise do or cause to be done all acts or things necessary to implement and carry into effect the terms and conditions of the Agreement to their full extent.
A25.0 JOINT AND SEVERAL LIABILITY

A25.1 Joint and Several Liability. Where the Recipient is comprised of more than one entity, all such entities will be jointly and severally liable to the Province for the fulfillment of the obligations of the Recipient under the Agreement.

A26.0 RIGHTS AND REMEDIES CUMULATIVE

A26.1 Rights and Remedies Cumulative. The rights and remedies of the Province under the Agreement are cumulative and are in addition to, and not in substitution for, any of its rights and remedies provided by law or in equity.

A27.0 FAILURE TO COMPLY WITH OTHER AGREEMENTS

A27.1 Other Agreements. If the Recipient:

(a) has failed to comply with any term, condition, or obligation under any other agreement with Her Majesty the Queen in right of Ontario or one of Her agencies (a “Failure”);

(b) has been provided with notice of such Failure in accordance with the requirements of such other agreement;

(c) has, if applicable, failed to rectify such Failure in accordance with the requirements of such other agreement; and

(d) such Failure is continuing,

the Province may suspend the payment of Funds for such period as the Province determines appropriate.

A28.0 SURVIVAL

A28.1 Survival. The following Articles and sections, and all applicable cross-referenced sections and schedules, will continue in full force and effect for a period of seven years from the date of expiry or termination of the Agreement: Article 1.0, Article 2.0, Article 1.0 and any other applicable definitions, section A2.1(a), sections A4.2(d), A4.5, section A5.2, section A7.1 (to the extent that the Recipient has not provided the Reports or other reports as may have been requested to the satisfaction of the Province), sections A7.2, A7.3, A7.4, A7.5, A7.6, Article A8.0, Article A9.0, section A11.2, sections A12.2, A12.3, sections A13.1, A13.2(d), (e), (f), (g) and (h), Article A15.0, Article A16.0, Article A17.0, Article A19.0, section A22.2, Article A23.0, Article A25.0, Article A26.0, Article A27.0 and Article A28.0.
- END OF GENERAL TERMS AND CONDITIONS -
### SCHEDULE “B”
#### PROGRAM SPECIFIC INFORMATION

<table>
<thead>
<tr>
<th>Maximum Funds</th>
<th>$8,800,778</th>
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</thead>
<tbody>
<tr>
<td>Expiry Date</td>
<td>December 31, 2022</td>
</tr>
<tr>
<td>Amount for the purposes of section A5.2 (Disposal) of Schedule “A”</td>
<td>$1,500,000</td>
</tr>
<tr>
<td>Insurance</td>
<td>$2,000,000</td>
</tr>
</tbody>
</table>

**Contact information for the purposes of Notice to the Province**

- **Position:** Director
- **Programs and Service Integration Branch**
- **Early Years and Child Care Division**
- **Ministry of Education**
- **Address:** 24th Floor, Mowat Block, 900 Bay Street, Toronto, Ontario M7A 1L2
- **Fax:** 416-314-7836
- **Email:** Jill.Dubrick@ontario.ca

**Contact information for the purposes of Notice to the Recipient**

- **Position:** Director of Social Services
- **Address:** The Corporation of the County of Grey
  - 595 - 9th Avenue East,
  - Owen Sound, ON, N4K 3E3
- **Fax:** 519-376-5640
- **Email:** barb.fedy@grey.ca

**Contact information for the senior financial person in the Recipient organization (e.g., CFO, CAO) – to respond as required to requests from the Province related to the Agreement**

- **Position:** Chief Administrative Officer
- **Address:** 595 - 9th Avenue East, County Administration Building
  - Owen Sound, ON, N4K 3E3
- **Fax:** 519-376-8998
- **Email:** cao@grey.ca
SCHEDULE “C”
PROGRAM

Definitions
In Schedule “C”, the following terms will have the following meanings:

“Guideline” means the Ontario Child Care Service Management and Funding Guideline, 2018 for Consolidated Municipal Service Managers and District Social Services Administration Boards published by the Province in September 2018.

“Ontario Works” means the Ministry of Children, Community and Social Services financial and employment assistance programs governed under the Ontario Works Act, 1997.

Background

The province will provide Funds to the Recipient to support the provision of services related to child care centres licensed under the Child Care and Early Years Act, 2014. The Guideline contains more information about the Program and, in some cases where the Agreement provides, elaborates on the Recipient’s requirements in connection with the Funds. Nothing in this Agreement detracts from the Recipient’s obligations under the Child Care and Early Years Act, 2014 or any other legislation and to the extent of a conflict the legislative requirement will govern. The Program is made up of the following parts:

Part C1: Core Service Delivery
Part C2: Special Purpose
Part C3: Wage Enhancement and Home Child Care Enhancement Grants
Part C4: Child Care Expansion Plan
Part C5: The Canada-Ontario Early Learning and Child Care Agreement (ELCC)
Part C6: Fee Stabilization Support

Service Targets

There are service targets tied to each part of the Program to support accountability and facilitate the recovery of Funds where required. There are three service targets associated with the general allocation (i.e. excluding Child Care Expansion Plan and ELCC funding) made up of data elements from three expense categories - Fee Subsidy, Ontario Works and Special Needs Resourcing. There are also targets associated with the Child Care Expansion Plan and Canada-Ontario Early Learning and Child Care Agreement.
PART C1: CORE SERVICE DELIVERY

C1.1 CHILD CARE FEE SUBSIDIES

Purpose

The Recipient will use child care fee subsidies Funds to pay fee subsidies to families. A fee subsidy is financial assistance provided by the Recipient to families towards the cost of licensed child care services, licensed home child care services, camps and authorized recreation programs, third party and school board-operated before and after school programs and non-instructional days.

Fee subsidies for eligible families are subject to the availability of subsidy Funds within the Budget of the Recipient and space availability within a child care program.

Requirements

1. The Recipient will provide fee subsidies for children whose parents are:
   (a) Eligible for income support under the Ontario Disability Support Program Act, 1997;
   (b) Eligible for income assistance under the Ontario Works Act, 1997 and employed or participating in employment assistance activities under the Ontario Works Act, 1997 or both; or
   (c) Eligible for assistance on the basis of their adjusted income as prescribed by O. Reg. 138/15 made under the Child Care and Early Years Act, 2014.
2. The Recipient will provide fee subsidies to families for children younger than 13 years of age.
3. Children with special needs who are already in the child care system or enter the child care system by August 31, 2017 are eligible to receive financial assistance from the Recipient until they reach 18 years of age, provided that they meet other eligibility criteria that are unrelated to age (see Ontario Regulation 138/15).
4. The Recipient will provide fee subsidies for children enrolled in an extended day program as defined in the Education Act or licensed child care under the Child Care and Early Years Act, 2014 with a qualifying ongoing agreement with a school board to provide before and/or after school child care at school sites.
5. The Recipient will determine the amount of the fee subsidy for each family in accordance with the policy statement attached as Appendix B to the Guideline. This requirement also applies to Ontario Works Child Care – Formal and Informal subsidies.
6. The Recipient must comply with Camps and Authorized Recreation Programs set out in section 7 of the Guideline. This requirement also applies to Ontario Works Child Care – Formal and Informal subsidies.

The Corporation of the County of Grey 2016 Child Care Transfer Payment Agreement
C1.1A ONTARIO WORKS CHILD CARE – FORMAL FEE SUBSIDY

Purpose

The Recipient will use Ontario Works child care subsidy Funds to enable Ontario Works participants to work, or engage in employment assistance activities while their children are being cared for in high quality child care, camps or authorized recreation programs and third party-operated and school board-operated before and after school programs and non-instructional days.

Requirements

1. The Recipient will provide Ontario Works child care subsidies to eligible families to cover the cost of licensed child care or licensed home child care services, camps or children’s recreation programs, before and/or after school programs including third party-operated and school board operated, and non-instructional days for children of Ontario Works participants.
2. The Recipient will provide Ontario Works child care subsidy for children whose parents are eligible for income assistance under the Ontario Works Act, 1997, who are employed or participating in employment assistance activities under Ontario Works or both.
3. The Recipient will provide Ontario Works child care subsidy for children younger than 13 years of age.
4. Children with special needs who are already in the child care system or enter the child care system by August 31, 2017 are eligible to receive financial assistance until they reach 18 years of age, provided that they meet other eligibility criteria that are unrelated to age (see Ontario Regulation 138/15).

C1.1B ONTARIO WORKS CHILD CARE – INFORMAL FEE SUBSIDY

Purpose

The Recipient will use Ontario Works child care subsidy Funds to enable Ontario Works participants to work or engage in employment assistance activities. Informal child care provides an option for parents when a licensed child care arrangement is not possible due to the client’s needs and the availability of service (e.g. need for weekend or overnight care) to meet Ontario Works participation requirements.

Requirements

1. The Recipient will provide Ontario Works child care subsidies to eligible families to cover the cost of informal (unlicensed) child care provided to children of Ontario Works participants. Maximum payment levels are specified under the Ontario Works Act, 1997 and in the Ontario Works directives.
2. The Recipient will provide Ontario Works child care subsidy to families for children whose parents are eligible for income assistance under the Ontario Works Act, 1997, who are employed or participating in employment assistance activities under Ontario Works or both.

3. The Recipient will only provide the Ontario Works child care subsidy for unlicensed child care where a licensed child care arrangement is not possible.

4. The Recipient will provide Ontario Works child care subsidy for children younger than 13 years of age.

5. Children with special needs who are already in the child care system or enter the child care system by August 31, 2017 are eligible to receive financial assistance until they reach 18 years of age, provided that they meet other eligibility criteria that are unrelated to age (see Ontario Regulation 136/15).

6. The Recipient will establish a formal policy, or include language in its existing policy, on the prioritization of licensed child care options and the use of unlicensed child care options for Ontario Works participants effective January 1, 2016. Components of the policies are set out in section 7 of the Guideline.

C1.2 CHILD CARE GENERAL OPERATING

Purpose

The Recipient will use general operating expenses Funds to support the costs of operating licensed child care programs in order to reduce wait times and fees for services, stabilize service levels, and (where funds allow), improve access to high quality affordable early learning and child care services for children and their families.

The Recipient may operate child care centres directly or provide Funds to eligible licensed child care centre operators.

Requirements

1. The Recipient will spend the Funds allocated for general operating expenses to:
   (a) Fund licensed child care centres, home child care agencies and special needs resourcing agencies to support the cost of providing licensed child care services.
   (b) Support the costs of operating licensed child care programs in order to reduce wait times and fees for services.
   (c) Stabilize service levels and improve access to high quality affordable early learning and child care services for children and their families.

2. The Recipient will prioritize operating Funds based on the principles in section 7 of the Guideline.

3. The Recipient will enter into an agreement with a licensed child care operator only if the licensee is able to demonstrate that it is able to meet minimum wage
and mandatory benefits requirements without operating funding in order to qualify for funding.

C1.3 PAY EQUITY MEMORANDUM OF SETTLEMENT

Purpose

The Recipient will transfer pay equity Funds to eligible organizations for the purpose of assisting with the cost of implementing proxy pay equity. The Pay Equity Act requires employers to make annual adjustments of a minimum of 1 per cent of the previous year’s payroll toward proxy pay equity targets until pay equity has been achieved.

Requirements

1. The Recipient will distribute Funds to licensed child care providers and will require the licensees to use the Funds to meet their pay equity obligations. In order to be eligible for Funds under this part, child care programs are required to:
   (a) Have a proxy order from the Pay Equity Commission;
   (b) Have posted pay equity plan(s) based on proxy comparisons;
   (c) Have current and/or outstanding proxy obligations; and
   (d) Receive funding through CMSMs or DSSABs to provide child care.

C1.4 SPECIAL NEEDS RESOURCING

Purpose

The Recipient will use special needs resourcing Funds to support the inclusion of children with special needs in licensed child care settings, including home child care, camps and authorized recreation programs at no additional cost to parents or guardians. Under the Ontario Regulation 138/15, a “child with special needs” means a child whose cognitive, physical, social, emotional or communicative needs, or whose needs relating to overall development, are of such a nature that additional supports are required for the child.

The Recipient may use special needs resourcing Funds for the provision of staff, equipment, supplies or services for children with special needs. The Recipient will prepare or obtain a current plan of care for each child receiving ongoing special needs resourcing supports that reflects an assessment of needs and preferences.

Requirements

1. The Recipient will provide special needs resourcing to families with children with special needs younger than 13 years of age. Children with special needs who
entered the child care system by August 31, 2017 will be eligible to receive funding and financial assistance until they reach 18 years of age, provided that they meet other eligibility criteria that are unrelated to age (see Ontario Regulation 138/15).

2. The Recipient will support the inclusion of children with special needs in licensed child care settings or in places where a camp or authorized children’s recreation program is provided with services that are:
   (a) Reflective and responsive to individual, family and community strengths and needs;
   (b) Accountable to the individual, family and community;
   (c) Sensitive to the social, linguistic and cultural diversity of families;
   (d) Staffed by individuals with the appropriate range of skills and abilities necessary to respond effectively to the needs of adults, children and their families;
   (e) Supported based on the individual’s assessed needs, preferences and available individual, agency, community and contracted Province resources.

3. The Recipient will support planning and collaboration among community partners to improve seamlessness for families, support transitions between settings and improve service levels.

C1.5 CHILD CARE ADMINISTRATION

Purpose

The Recipient will use child care administration Funds to support administrative costs associated with all types of child care funding.

Requirements

1. The Recipient may spend Funds on allowable expenses as set out in section 7 of the Guideline. The Recipient will ensure that administration expenses represent actual expenses incurred for program administration, and are not expressed solely in terms of a percentage of program expenditures. Eligible expenses, as further detailed in the Guideline are:
   (a) Staffing
   (b) Benefits
   (c) Purchased professional services
   (d) Accommodation
   (e) Travel
   (f) Education and staff training
   (g) Technology
   (h) General office expenses
PART C2: SPECIAL PURPOSE

C2.1 CAPACITY BUILDING

Purpose

The Recipient will use capacity building Funds to support professional learning and development opportunities for child care licensees, supervisors, staff and caregivers, home child care visitors, home child care providers and non-profit volunteer board members.

Requirements

1. The Recipient will spend the Funds allocated for capacity building on professional learning opportunities that support:
   (a) professional learning and development opportunities that align with the Child Care and Early Years Act, 2014 and regulations and the Province’s policy;
   (b) Program-related professional learning opportunities that align with the views and approaches outlined in How Does Learning Happen? Ontario’s Pedagogy for the Early Years, available on the Ministry of Education website;
   (c) high quality child care programs for children younger than 13 years of age that are child-centered in dynamic learning environments;
   (d) diverse learning experiences that engage children in active, creative and meaningful exploration, play and inquiry;
   (e) the health, safety and well-being of children; and
   (f) capacity in child care program business administration.

2. The Recipient may support professional learning and development opportunities directly or may providing capacity building funding to other organizations in accordance with section 8 of the Guideline.

3. The Recipient will only spend Funds on allowable expenses as defined in section 8 of the Guideline.

C2.2 TRANSFORMATION

Purpose

The Recipient will use transformation Funds to support viability and facilitate the transformation of licensed child care programs. The Recipient may spend transformation funding to support one-time business transformation costs for eligible child care licensees that are involved in business transformation activities or require business transformation supports.
Requirements

1. The Recipient will spend the Funds allocated for transformation on business transformation activities meaning:
   (a) the amalgamation of two or more child care centres in a school or community setting;
   (b) the relocation of a child care centre to a school or within the community;
   or,
   (c) the retrofitting of an existing child care centre to serve younger age groups
2. Allowable expenses for this part of the Program are defined in section 8 of the Guideline.

C2.3 SMALL WATER WORKS

Purpose

The Recipient will use small water works Funds to assist child care licensees with programs located on small water systems with costs associated with testing and system maintenance.

Requirements

1. The Recipient will spend the Funds allocated for small water works on the following expenses for regular ongoing water testing and maintenance: laboratory testing, chemicals, supplies/filters, courier costs, and maintenance of water treatment equipment including replacement UV bulbs and training.
2. Costs related to the purchase and installation of systems and equipment are not eligible.

C2.4 PLAY-BASED MATERIAL AND EQUIPMENT

Purpose

The Recipient will use play-based material and equipment Funds to support the provision of high quality programs for children younger than 13 years of age. The Recipient will support licensed child care centres and home child care agencies to purchase or replace play-based material and equipment.

Requirements

1. The Recipient will spend the Funds allocated for play-based material and equipment on licensed child care centres and home child care agencies.
2. The Recipient will prioritize Funds for licensees who will use it to support children’s active exploration and learning through play.
C2.5 REPAIRS AND MAINTENANCE

Purpose
The Recipient will use repairs and maintenance Funds to assist child care licensees in complying with licensing requirements under the Child Care and Early Years Act, 2014, as well as health and safety practices, the upkeep of equipment, property repairs and maintenance.

Requirements
1. The Recipient will spend the Funds allocated for repairs and maintenance on licensed child care centres and home child care agencies that have one-time repairs and maintenance expenses related to repairs, minor renovations, furnishings and equipment.

TABLE 1: GENERAL ALLOCATION TARGETS

General Allocation Targets are based on the 2017 Agreement.

<table>
<thead>
<tr>
<th>Service Targets</th>
<th>Average Monthly Number of Children Served</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Infants</td>
</tr>
<tr>
<td>Fee Subsidy</td>
<td>41</td>
</tr>
<tr>
<td>Special Needs Resourcing</td>
<td></td>
</tr>
<tr>
<td>Ontario Works-Formal</td>
<td>1</td>
</tr>
<tr>
<td>Ontario Works-Informal</td>
<td></td>
</tr>
<tr>
<td>Ontario Works Total</td>
<td></td>
</tr>
</tbody>
</table>
Requirements

1. Should the CMSM or DSSAB not meet each of the general allocation targets in the above table by 10% or more and 10 children or more in the aggregate, the Recipient's entitlement to Funds will be reduced by 1% to reflect the underachievement. The Province will process this one-time funding adjustment upon its review of the 2018 Financial Statement Report.
PART C3: WAGE ENHANCEMENT AND HOME CHILD CARE ENHANCEMENT GRANTS

C3.1 WAGE ENHANCEMENT AND HOME CHILD CARE ENHANCEMENT GRANTS

Purpose

The Recipient will use child care wage enhancement and home child care enhancement Funds to close the wage gap between Registered Early Childhood Educators ("RECEs") working in the publicly funded education system and those in the licensed child care sector. The Recipient will also help to stabilize operations by supporting licensed child care operators’ ability to retain RECEs and non-RECE program staff.

Requirements

1. The Recipient will spend the Funds allocated for wage enhancement on increasing salaries and benefits of eligible program staff working in licensed child care centres and home visitors employed by a home child care agency.
2. The Recipient will spend the Funds allocated for the home child care enhancement grant on increasing the daily rate payments made to licensed home child care providers.
3. To be eligible for wage enhancement funding, child care positions must be categorized as a child care supervisor, RECE, home child care visitor, or otherwise counted toward adult to child ratios under the Child Care Early Years Act, 2014 and must meet any other eligibility criteria in section 9 of the Guideline.
4. To be eligible for home child care enhancement grant, home child care providers must have an active agreement with a licensed home child care agency and must meet any other eligibility criteria in section 9 of the Guideline.
5. The Recipient will only spend Funds allocated for wage enhancement and home child care enhancement on allowable expenses as defined in section 9 of the Guideline.

C3.2 WAGE ENHANCEMENT/ HOME CHILD CARE ENHANCEMENT GRANT – ADMINISTRATION

Purpose

The Recipient will use wage enhancement and home child care enhancement grant administration Funds to support the Recipient and licensed child care operators administration costs associated with implementing the wage enhancement/home child care enhancement grant.
Requirements

1. The Recipient will spend the Funds allocated for wage enhancement and home child care enhancement grant administration on providing a minimum of 10% of the administration funding to licensed child care operators to support the implementation of the wage enhancement/home child care enhancement grant.

2. The Recipient will only spend Funds on allowable expenses as defined in the Guideline.
PART C4: CHILD CARE EXPANSION PLAN

Purpose

The Recipient will use child care expansion plan (the “plan”) Funds to support increased access to licensed child care for children aged 0-4 years. The plan will support new child care fee subsidies, expand access to affordable licensed child care spaces and reduce fee subsidy waitlists to help families access quality child care.

Requirements

1. The Recipient will spend the Funds allocated for the plan on:
   (a) fee subsidies for eligible children
   (b) increased access to licenced child care
2. If these two priorities cannot be met due to local considerations, the Recipient may use this funding to broadly reduce licensed child care fees and increase affordability for children aged 0-4 years old.
3. To be eligible for a fee subsidy under the plan, a child must be 0-4 years old. In determining eligibility, managing and implementing the fee subsidies, the Recipient must comply with the fee subsidy expense requirements in section 7 of the Guideline.

Table 2: Expansion Plan Targets

Year 1 and Year 2 targets are based on Provincial Estimates provided in the 2017 agreement and 2018 preliminary agreement.

<table>
<thead>
<tr>
<th></th>
<th>TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>Year 1*</td>
<td>110</td>
</tr>
<tr>
<td>Year 2</td>
<td>29</td>
</tr>
<tr>
<td>Cumulative Expansion Plan Target to be achieved in 2018</td>
<td>139</td>
</tr>
</tbody>
</table>

* Ongoing funding to continue to support the first year of expansion targets.

Requirements

1. Should the Recipient not meet the Cumulative Expansion Plan Target for Year 1 and Year 2 by 10% or more and 10 children or more in the aggregate, the Recipient’s entitlement to Funds will be reduced by 1% to reflect the underachievement of targets. The Province will process this one-time funding adjustment upon its review of the 2018 Financial Statement submission Report.
PART C5: THE CANADA-ONTARIO EARLY LEARNING AND CHILD CARE AGREEMENT

Purpose

The Recipient will use Canada-Ontario Early Learning and Child Care Agreement (ELCC) Funds in accordance with section 4 of the Guidelines for the purpose of supporting the Province’s commitments under the ELCC.

ELCC Funds are contingent on the agreement between the Province and Canada which will expire on March 31, 2020 unless terminated earlier by the Province or Canada. The Province will not provide any further ELCC Funds to the Recipient after the expiry or termination of the ELCC.

Background

On June 12, 2017, the ELCC was announced in order to support parents, families and communities across Canada in their efforts to ensure the best possible future for their children. The Province’s action plan under the ELCC supports a shared commitment by the Province and the government of Canada to provide investments in early learning and child care to increase quality, accessibility, affordability, flexibility, and inclusivity, with prioritization for children aged 0-6 years old. This funding supports access to licensed child care for approximately 11,200 children.

The ELCC aligns with the plan to create access to licensed child care for children aged 0-4 years old. It also aligns with the expanded duty for district school boards for the provision of before-and-after school programs.

Requirements

1. The Recipient will spend the Funds allocated for the ELCC on:
   (a) Additional fee subsidies;
   (b) Increased access to licensed child care; and/or
   (c) Children aged 0-6; this funding can also be used to create and support new community-based capital retrofit projects.

2. If Recipient cannot meet these priorities due to local considerations, the Recipient may use the Funds to broadly reduce licensed child care fees and increase affordability. The Recipient will demonstrate to the Province that it has attempted to meet the priorities before exploring this option.

3. The Province will recover any Funds not spent on the expenditures prescribed in Section 4 of the Guideline (recovery would occur upon the Province’s review of the Financial Statements Report, which is the last financial reporting cycle of the year).

The Corporation of the County of Grey 2016 Child Care Transfer Payment Agreement
Table 3: Canada-Ontario Early Learning and Child Care Agreement Targets

The Year 2 ELCC Target is based on the 2017 Agreement.

<table>
<thead>
<tr>
<th>Minimum ELCC Target to be achieved</th>
<th>Year 2*</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>68</td>
</tr>
</tbody>
</table>

* The Recipient may choose to carry forward up to 10 per cent (including carry forward for committed capital project(s)) of the 2018 ELCC Funds to be spent by December 31, 2019.

Requirements

1. Should the Recipient not meet the ELCC target by 10% or more and 10 children or more in the aggregate, the Recipient’s 2019 ELCC entitlement will be reduced by 1% to reflect the underachievement of ELCC targets. The Province will process this one-time funding adjustment upon its review of the 2019 Financial Statement submission Report.

2. The ministry also requires CMSMs and DSSABs to achieve the service targets established in the 2017 Agreement for ELCC funding by December 31, 2018.

3. Should the Recipient not meet the ELCC target established in the 2017 service agreement by December 31, 2018 by 10% or more and 10 children or more in the aggregate, the Recipient’s 2018 ELCC entitlement will be reduced by 1% to reflect the underachievement of the ELCC service target. The Province will process this one-time funding adjustment upon its review of the 2018 Financial Statement submission Report.
PART C6: FEE STABILIZATION SUPPORT

Purpose
The Recipient will use fee stabilization support Funds to support improved wages and compensation for the licensed child care workforce, affordability for families, and to address potential fee increases.

Requirements
1. The Recipient will use the Funds to increase wages and compensation (including vacation and sick leave) for staff in licensed centres and licensed home child care agencies.
2. The Recipient will require licensees receiving fee stabilization support to demonstrate the percentage change in child care fee increases avoided in 2018, as compared to December 31, 2017.
2018 Calendar Year Allocation
The Corporation of the County of Grey

<table>
<thead>
<tr>
<th>2018 Child Care Allocation Summary</th>
<th>2018 Allocation</th>
<th>Expansion Plan Year 2</th>
</tr>
</thead>
<tbody>
<tr>
<td>Core Services Delivery Operating Allocation</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Core Services Delivery - 10500</td>
<td>914,570</td>
<td>76,350</td>
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<tr>
<td>Core Services Delivery - Cost Share Requirement 80/20</td>
<td>3,311,491</td>
<td>N/A</td>
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<tr>
<td>Core Services Delivery - Cost Share Requirement 50/50 - Administration</td>
<td>140,220</td>
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<tr>
<td>Core Services Delivery</td>
<td>4,366,281</td>
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<tr>
<td>Special Purpose Operating Allocation</td>
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<tr>
<td>Language</td>
<td>69,650</td>
<td>1,222</td>
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<tr>
<td>Indigenous</td>
<td>20,778</td>
<td>522</td>
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<tr>
<td>Cost of Living</td>
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</tr>
<tr>
<td>Rural</td>
<td>643,726</td>
<td>11,289</td>
</tr>
<tr>
<td>Capacity Building</td>
<td>37,844</td>
<td>650</td>
</tr>
<tr>
<td>Repairs and Maintenance</td>
<td>14,106</td>
<td>255</td>
</tr>
<tr>
<td>Utilization Adjustment</td>
<td>-</td>
<td>N/A</td>
</tr>
<tr>
<td>Capping Adjustment</td>
<td>-</td>
<td>N/A</td>
</tr>
<tr>
<td>Total Special Purpose</td>
<td>903,989</td>
<td>16,947</td>
</tr>
<tr>
<td>Total Operating Allocation</td>
<td>5,327,270</td>
<td>83,257</td>
</tr>
<tr>
<td>Other Allocations</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Emergency Water Works</td>
<td>12,594</td>
<td>N/A</td>
</tr>
<tr>
<td>Territory Without Municipal Organization (TWOMO) - Child Care</td>
<td>-</td>
<td>N/A</td>
</tr>
<tr>
<td>Wage Enhancement/Home Child Care Enhancement Grant (HCCEG)</td>
<td>1,126,925</td>
<td>N/A</td>
</tr>
<tr>
<td>Wage Enhancement/HCCED Administration</td>
<td>53,785</td>
<td>N/A</td>
</tr>
<tr>
<td>Fee Stabilization Support</td>
<td>291,272</td>
<td>N/A</td>
</tr>
<tr>
<td>Expansion Plan Year 1</td>
<td>1,047,732</td>
<td>N/A</td>
</tr>
<tr>
<td>Operating Funding for Expansion Plan Capital Spaces</td>
<td>N/A</td>
<td>122,230</td>
</tr>
<tr>
<td>ELCC</td>
<td>524,127</td>
<td>N/A</td>
</tr>
<tr>
<td>Base Funding for Licensed Home Child Care (LHCC)</td>
<td>3,011,825</td>
<td>N/A</td>
</tr>
<tr>
<td>Total Other Allocations</td>
<td>3,258,061</td>
<td>102,230</td>
</tr>
<tr>
<td>Total Child Care Allocation</td>
<td>8,665,331</td>
<td>215,447</td>
</tr>
</tbody>
</table>

1. Note: allocation pending submission of Revised Estimates.

2018 Early Learning and Child Care Agreement (ELCC) Details

<table>
<thead>
<tr>
<th>2018 Early Learning and Child Care Agreement (ELCC)</th>
<th>2018 Calendar Year Allocation</th>
</tr>
</thead>
<tbody>
<tr>
<td>ELCC Allocation for children aged 0-4 years old - can be spent on operating and capital</td>
<td>$410,031</td>
</tr>
<tr>
<td>ELCC Allocation for children aged 0-12 years old - can be spent on operating</td>
<td>$105,049</td>
</tr>
</tbody>
</table>

Total 2018 Calendar Year Allocation: **$ 8,800,778**

*Figures may not add due to rounding.
**For the purpose of sections 44.3(1) and Article A16, the Funds allocated for a Funding Year are the Funds allocated in the Budget in the Calendar Year Allocation provided quarterly for the counties that fall within the Funding Year.

The Corporation of the County of Grey 2018 Child Care Transfer Payment Agreement
38

SSR-CW-15-18 Date: September 27, 2018
### SCHEDULE “D”
**BUDGET CONTINUED**

<table>
<thead>
<tr>
<th>Expenditure Benchmarks</th>
<th>General Allocation</th>
<th>Expansion Plan (Year 1 &amp; 2)</th>
<th>ELCC</th>
</tr>
</thead>
<tbody>
<tr>
<td>Child Care Administration - Maximum Allowable Expenditure</td>
<td>$554,160</td>
<td>$136,315</td>
<td>$52,413</td>
</tr>
<tr>
<td>10% maximum (for total general allocation less TWCRC, Wage Enhancement/HCCEG, Wage Enhancement/HCCEG Admin, and Fee Stabilization Support)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Wage Enhancement/HCCEG Administration - Minimum Required Allocation</td>
<td>$5,371</td>
<td>N/A</td>
<td>N/A</td>
</tr>
<tr>
<td>To be provided to operator (10% of 2018 Wage Enhancement/HCCEG Administration)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Fee Stabilization Support Administration - Maximum Allowable Expenditure</td>
<td>$29,127</td>
<td>N/A</td>
<td>N/A</td>
</tr>
<tr>
<td>(10% maximum of the Fee Stabilization Support Allocation)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Special Needs Reenacting - Minimum Required Expenditure</td>
<td>$227,206</td>
<td>$51,789</td>
<td>$21,459</td>
</tr>
<tr>
<td>4.1% minimum (for total general allocation less TWCRC, Wage Enhancement/HCCEG, Wage Enhancement/HCCEG Admin, and Fee Stabilization Support)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>ELCC Funding Available for Carry Forward (10% can be spent by December 31, 2018)</td>
<td>N/A</td>
<td>N/A</td>
<td>$52,413</td>
</tr>
<tr>
<td>Capacity Building</td>
<td>$37,544</td>
<td>$7,753</td>
<td>$3,570</td>
</tr>
</tbody>
</table>

### CAPP/MOSSAB Minimum Cost Share Requirement

<table>
<thead>
<tr>
<th>Requirement</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cost Share Requirement (for Total Allocation) - 100%</td>
<td>627,873</td>
</tr>
<tr>
<td>Cost Share Requirement (for Core Services) - 90%</td>
<td>565,080</td>
</tr>
<tr>
<td>Cost Share Requirement (for Administration) - 90%</td>
<td>44,200</td>
</tr>
<tr>
<td><strong>Total 2018 CAPP/MOSSAB Contributions</strong></td>
<td><strong>$968,803</strong></td>
</tr>
<tr>
<td>% Change From 2017</td>
<td>-0.8%</td>
</tr>
</tbody>
</table>

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The Corporation of the County of Grey 2018 Child Care Transfer Payment Agreement

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SSR-CW-15-18  Date: September 27, 2018
As identified in the Child Care Guideline, the Province will make monthly payments of Funds to the Recipient in the amount of the percentage of the Total Calendar Year Allocation as set out in the table below.

<table>
<thead>
<tr>
<th>Payment Month*</th>
<th>Percentage of the Total Calendar Year Allocation** as set out in the Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td>January</td>
<td>8.3%</td>
</tr>
<tr>
<td>February</td>
<td>8.3%</td>
</tr>
<tr>
<td>March</td>
<td>8.4%</td>
</tr>
<tr>
<td>April</td>
<td>8.3%</td>
</tr>
<tr>
<td>May</td>
<td>8.3%</td>
</tr>
<tr>
<td>June</td>
<td>8.4%</td>
</tr>
<tr>
<td>July</td>
<td>8.3%</td>
</tr>
<tr>
<td>August</td>
<td>8.3%</td>
</tr>
<tr>
<td>September</td>
<td>8.4%</td>
</tr>
<tr>
<td>October</td>
<td>8.3%</td>
</tr>
<tr>
<td>November</td>
<td>8.3%</td>
</tr>
<tr>
<td>December</td>
<td>8.4%</td>
</tr>
</tbody>
</table>

* The Province will automatically adjust the amount of Funds it will pay each month to reflect forecasted or actual under-spending that is reported in Reports.

** If approved, the total amount of capital funding under The Journey Together will be paid to the Recipient following the Province’s receipt, and upon the execution of the signed Agreement.
SCHEDULE “F” REPORTS

As referenced in the Guideline, the Recipient must provide the following Reports to the Province as per the following cycle:

<table>
<thead>
<tr>
<th>Submission Type</th>
<th>Due Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Agreement</td>
<td>September 27, 2018*</td>
</tr>
<tr>
<td>Estimates</td>
<td>Not required for 2018</td>
</tr>
<tr>
<td>Revised Estimates</td>
<td>TBD</td>
</tr>
<tr>
<td>Financial Statements</td>
<td>May 31, 2019</td>
</tr>
</tbody>
</table>

*Extension requests will be considered should the CMSM or DSSAB not receive municipal council approvals by this date.

Policy for Late Filing

- Policy for late filing of financial submissions, including:
  - Financial reporting (Revised Estimates, Financial Statements)
  - Queries related to financial reporting
  - Financial documentation (audited Financial Statements, Review Engagement Reports)
  - In 2018, the following late filing policy will also apply for signed service agreements, unless an extension has been granted.

- Where a CMSM or DSSAB files its submission after the filing deadline, the Province will take the following action until the submission has been received:
  - If the submission is not received by the Province within 30 days after the filing deadline, the Province will inform the CMSM/DSSAB that the submission is overdue.
  - After 31 days, cash flow will be reduced by 50 per cent of their monthly payment. The Province will work with the CMSM or DSSAB to discuss any challenges with providing the information and to offer support.

- Upon submission of Provincial requirements, the Province will revert back to the normal monthly payment process and will include in the monthly payment the total amount withheld up to that point.

- The Ministry reserves the right to suspend funding (in year or in the subsequent
year(s)). Should a CMSM or DSSAB have any outstanding submissions the Province may exercise its discretion by not providing funding in the subsequent calendar year until the submissions have been received.