Committee of the Whole
April 26, 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. Notice of Motion (Notice provided by Councillor Fosbrooke April 12, 2018)
      Whereas open and accountable municipal government operations provide opportunities for the public to comment or ask questions of their elected officials;
      Now Therefore Be It Resolved that staff be directed to bring back a report on current practices related to the inclusion of commenting and question periods on Council agendas by July 12, 2018.
4. Determination of Items Requiring Separate Discussion
5. 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. PSR-CW-04-18 Purchase Two New Ambulances
      That Report PSR-CW-04-18 regarding ambulance purchases be received and that the purchase of two ambulances be awarded to Demers Ambulances for the amount of $340,070 excluding taxes; and
      That the budget shortfall of approximately $1,049 be funded from the Paramedic Services Reserve; and
      That ambulance units 1015 and 1093 be disposed of as per section 10.02 of Grey County’s Purchasing Procedures.
Committee of the Whole
April 26, 2018
Revised April 25, 2018
Page 2

b. TR-CW-16-18 Acquisition of Road Widening Parcel from Peterson Estate on Grey Road 17

That Report TR-CW-16-18 regarding the acquisition of road widening be received and that the property identified as Part of Lot 26 Concession 16 Keppel as in Instrument No. R461301 North of 16R-2112; Geographic Township of Keppel, Township of Georgian Bluffs, County of Grey be acquired from the Estate of Vernon Gerard Peterson by The Corporation of The County of Grey.

c. Tourism Advisory Committee minutes dated April 11, 2018

That the Tourism Advisory Committee minutes dated April 11, 2018 be adopted as presented.

d. Correspondence from the Wiarton Keppel International Airport – Air and Auto Extravaganza

That the correspondence from the Wiarton Keppel International Airport regarding the Air and Auto Extravaganza be received for information.

e. PDR-CW-16-18 By-law Enforcement Report – Quarter 1 Update

That Report PDR-CW-16-18 regarding the quarterly By-law Enforcement Officer report for Quarter 1 of 2018 be received for information.

f. Resolution from the Township of Southgate – Saugeen Valley Best Practice Review

That the County of Grey support the resolution from the Township of Southgate regarding the preparation of a Saugeen Valley Conservation Authority best practice review.

g. Active Development File List

That the Active Development File list be received for information.

6. Items For Direction and Discussion

a. LTCR-CW-15-18 128 Bed Redevelopment Budget Pro-Forma

That report LTCR-CW-15-18 regarding the Redevelopment Budget Pro-Forma for 128 Long Term Care Beds be received for information.

b. PSR-CW-05-18 Situational Awareness of Vulnerable Populations During a Crisis or Evacuation (SAVE) and eNotification Program Information

That Report PSR-CW-05-18 regarding the SAVE and Paramedic eNotification program be received and that County staff continue to work with community partners to develop and implement electronic solutions to improve emergency response and patient care.
c. PDR-CW-15-18 Sahara Gardens Lease Renewal Agreement

That Report PDR-CW-15-18 regarding a lease renewal with Sahara Garden Centre be received; and

That a by-law be prepared for Council’s consideration authorizing the Warden and Clerk to sign a lease/license renewal agreement with Sahara Garden Centre for a portion of the former CP Rail lands located directly south east of Plan 15, Lots 10 and 11, located in the Municipality of Grey Highlands.

d. SSR-CW-08-18 2018 Ministry of Education Early Years Child Care Amending Agreement

That SSR-CW-08-18 regarding an amendment to the 2018 child care Ontario transfer payment agreement be received and;

That the Warden and Clerk be authorized to execute the 2018 Child Care Ontario Transfer Payment Agreement Amendment with the Ministry of Education.

e. TR-CW-23-18 Tender Award Grey Road 15 (3rd Avenue East Owen Sound)

That Report TR-CW-23-18 being a report containing the tender results for City of Owen Sound Contract T-17P.21 be received; and

That Bridge Excavating Limited be awarded the Grey County portion of the tender for a total amount of $1,029,774.88 (net HST) which includes contingency allowance, design and contract administration costs; and

That the project deficit of $29,774.88 be funded from any surplus realized from within the 2018 capital construction budget or, if a surplus is not available, from the Federal Gas Tax Reserve.

f. TR-CW-24-18 Aggregate Testing Laboratory

That report TR-CW-24-18 regarding the Grey County aggregate testing laboratory be received and that the Grey County testing laboratory be closed and assets associated with the laboratory be sold.

g. TR-CW-25-18 Award of RFT-TS-05-18 Grey Roads 16 and 40 Pulverizing, Reconstruction and Hot Mix Paving

That Report TR-CW-25-18 regarding tender award recommendations for RFT-TS-05-18 be received and that the tender be awarded to Harold Sutherland Construction Ltd. for $2,795,997.44 excluding taxes; and

That a 5% construction contingency be added to the tender price resulting in a revised estimated project cost of $2,987,467.34 net HST; and
That the project deficit of $137,467.34 will be funded from any surplus realized from within the 2018 capital construction budget or, if a surplus is not available, from the Federal Gas Tax Reserve.

h. TR-CW-26-18 Award of RFT-TS-02-18 Grey Road 1 Mill and Pave

That Report TR-CW-26-18 regarding tender award recommendations for RFT-TS-02-18 be received and that the tender be awarded to E.C. King Contracting for $146,007.94 excluding taxes; and

That a 10% construction contingency be added to the tender price resulting in a revised estimated project cost of $163,435.45 net HST; and

That the project deficit of $38,435.45 will be funded from any surplus realized from within the 2018 capital construction budget or, if a surplus is not available, from the Federal Gas Tax Reserve.

i. ITR-CW-01-18 IT Asset Disposal and Recycling

That Report IT-CW-01-18 regarding Information Technology Asset Disposal and recycling be received; and

That staff be authorized to utilize GEEP, an electronics recycling company, on a one-year trial, to recycle and resell retired Grey County IT assets.

i. Local Planning Appeals Tribunal List (formerly the Ontario Municipal Board Appeal File List)

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

7. CAOR-CW-10-18 Rural Newcomer Integration Funding

That Committee Report CAOR-CW-10-18 titled Regional Forum Rural Economic Development (RED) Agreement be received; and

That a by-law be prepared to authorize the Warden and Clerk to execute the Rural Economic Development Fund Transfer Payment Agreement with the Ministry of Agriculture, Food & Rural Affairs.

8. CAOR-CW-06-18 Community Hub Business Plan and Property Acquisition

That Committee Report CAOR-CW-06-18 titled Community Hub Business Case and Property Acquisition be received; and

That the staff be directed to submit an Expression of Interest and Offer to Purchase or Lease for Sydenham Community School to Bluewater District School Board.
9. Closed Meeting Matters

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

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

ii. A position, plan, procedure, criteria or instruction to be applied to any negotiations carried on or to be carried on by or on behalf of the municipality or local board

10. Other Business

11. Notice of Motion

12. Adjournment
To: Warden Halliday and Members of Grey County Council
Committee Date: April 26, 2018
Subject / Report No: PSR-CW-04-18
Title: Purchase of Two New Ambulances for 2018
Prepared by: Kevin McNab
Reviewed by: Kim Wingrove, Kevin Weppler
Lower Tier(s) Affected: None
Status: Recommendation

1. That Report PSR-CW-04-18 regarding ambulance purchases be received and that the purchase of two ambulances be awarded to Demers Ambulances for the amount of $340,070 excluding taxes; and

2. That the budget shortfall of approximately $1,049 be funded from the Paramedic Services Reserve; and

3. That ambulance units 1015 and 1093 be disposed of as per section 10.02 of Grey County’s Purchasing Procedures.

Executive Summary

The 2018 approved budget contains funding to purchase two ambulances at a cost of $345,006.

The County of Grey tendered a 5 year contract for new ambulance purchases in May 2017 that was awarded to Demers Ambulances. Annual rate increases are based on Canadian Consumer Price Index (‘All Items’) as ended on December 31st of the previous year. The rate increase for 2018 purchases is 1.9%.

The cost of the ambulances totals $346,055 net recoverable HST, which is $1,049 over the capital funding allotment. Capital purchases are funded from the Paramedic Services Reserve; this reserve is anticipated to have a balance of $1,667,731 at December 31, 2018. Staff recommends funding the shortfall from this reserve.
Background and Discussion

The 2018 vehicle replacement budget calls for the purchase of two ambulances. Ambulances are replaced on a six year cycle and are funded from the Paramedic Equipment and General Reserves.

On March 23, 2017 County Council endorsed the following recommendation per report PSR-CW-07-17 - Resolution CC24-17;

**That Paramedic Services proceed with a tender for new ambulance purchases with a provision for a five year contract with the successful bidder for the years 2017 through 2021.**

On May 25, 2017 County Council endorsed the following recommendation per report PSR-CW-07-17 - Resolution CC25-17;

**That the County enter into a 5 year contract with Demers Ambulances based on the Canadian Consumer Price Index (All Items).**

Annual rate increases are based on the Canadian Consumer Price Index (‘All Items’) as ended on December 31st of the previous year. For example, the ambulance prices in 2018 are as quoted in 2017, + the Canadian Consumer Price Index (All Items) ending December 31, 2017, and so on throughout the years of this contract. The Consumer Price Index for the 2018 purchase year is 1.9%

The estimated purchase quantities; for this year and the following three years, are as follows:

- 2018 – 2 ambulances
- 2019 – 2 ambulances
- 2020 – 2 ambulances
- 2021 – 3 ambulances

Legal and Legislated Requirements

All ambulances purchased for use in the department must be certified compliant with the current Ontario Provincial Land Ambulance and Emergency Response Vehicle Standard (Version 5.0, September 28, 2012).

Financial and Resource Implications

The 2018 approved budget contains funding to purchase two ambulances at a cost of $345,006. The cost of the ambulances is $346,055 net recoverable HST, which is $1,049 over the capital funding allotment. Staff recommends funding the shortfall from the Paramedic Services Reserve which is anticipated to have a $1,667,731 balance at December 31, 2018.

As for the two ambulances being replaced, purchasing staff will dispose of each as per section 10.02 of the purchasing policy which states:

10.02 Disposal of Surplus Goods
c. Purchasing shall ascertain whether items falling into their respective authorities can be of use to another municipality or division rather than disposed of.

d. Items that are not required by another municipality or division may be disposed of using a public process that will take into consideration the type of materials being disposed of and the cost-benefit to the municipality. An example of this is a public auction website. Trade-in options may also be considered as a form of disposal.

The tendering process ensures that the County receives the best pricing for vehicles and equipment. The deployment of a consistent ambulance conversion platform allows for parts and repair efficiencies and expertise.

Relevant Consultation
☐ External:
☒ Internal: CAO, Finance

Appendices and Attachments
None
To: Warden Halliday and Members of Grey County Council

Committee Date: April 26, 2018

Subject / Report No: TR-CW-16-18

Title: Acquisition of Road Widening Parcel from Peterson Estate on Grey Road 17 – PIN 37027-0277 (LT)

Prepared by: Lacey Thompson, Land Acquisition Specialist

Reviewed by: Pat Hoy, Director of Transportation Services

Lower Tier(s) Affected: Township of Georgian Bluffs

Status: Recommendation

1. That Report TR-CW-16-18 regarding the acquisition of road widening be received and that the property identified as Part of Lot 26 Concession 16 Keppel as in Instrument Number R461301 North of 16R-2112; Geographic Township of Keppel, Township of Georgian Bluffs, County of Grey be acquired from the Estate of Vernon Gerard Peterson by The Corporation of The County of Grey.

Executive Summary

PIN 37027-0277 is a piece of road widening which abuts Grey Road 17. Grey County is completing this report to acquire and join PIN 37027-0277 to Grey Road 17.

Background and Discussion

Recently it was discovered that the Estate of Vernon Gerard Peterson owns a parcel of road widening along Grey Road 17. The property in question is known as Part of Lot 26 Concession 16 Keppel as in Instrument Number R461301, North of 16R-2112, Township of Georgian Bluffs, County of Grey.

The parcel of road widening was separated from Part of Lot 26 Concession 16, Keppel in 1982 when Melva Peterson, the late wife of Vernon Peterson, completed a Land Severance wherein the road widening parcel was exempted from the transfer of the severed land.

The road widening parcel and the retained lands were transferred from Melva Peterson to Melva Peterson and Vernon Peterson in 2003.

The road widening parcel remains in the name of the Estate of Vernon Gerard Peterson.
The acquisition of this parcel will result in a 30.5 metre (100 foot) right-of-way width in this area of Grey Road 17, which supports the County's long term goal in accordance with the Transportation Master Plan.

Legal and Legislated Requirements

Private ownership of this road widening parcel results in the abutting landowners having no legal access to Grey Road 17 from their property.

Financial and Resource Implications

Staff has currently invested $53.00 to complete the necessary property searches in relation to this parcel. The legal costs to finalize the transfer are estimated to be under $500.00.

The funding will come from the Transportation Services land acquisition budget.

Relevant Consultation

☐ Internal
☒ External

Virginia Peterson-Fisher, Estate Trustee for the Estate of Vernon Gerard Peterson, has been contacted regarding the Estates continued ownership of the road widening parcel. Virginia has agreed to execute the transfer documents with the understanding that Grey County will cover all legal costs.

Appendices and Attachments

Location Map
Tourism Advisory Committee
April 18, 2018 – 10:00 AM

The Tourism Advisory Committee met on the above date at the County Administration Building with the following members in attendance:

Present: Chair Gary Gingras; Phillip Allanson, Jim Halliday, Jim Diebel, Andrew Siegwart, and Councillors Hicks and Ardiel

Regrets: Andrea O’Reilly

Staff Present: Kim Wingrove, Chief Administrative Officer; Bryan Plumstead, Tourism Manager; Heather Aljoe, Tourism Marketing and Communications Specialist, Mary Jane Hills, Tourism Administrative Assistant and Tara Warder, Deputy Clerk/Legislative Coordinator

Call to Order

Chair Gingras called the meeting to order at 10:05 AM.

Declaration of Pecuniary Interest

There were no declarations of pecuniary interest.

2018 Marketing Strategy

The goal of the marketing strategy is to outline Grey County’s annual marketing direction for stakeholders. Staff outlined the 2018 marketing goals.

The importance of attaining recognition of the brand and creating a differentiated brand were noted. Staff would like to build the brand through photography and stories.

The Committee provided feedback and noted that operators should be included in the fourth goal regarding the visiting friends and family market. Further, the importance of being able to measure goals was cited and a suggestion that the other goals support this main goal. The importance of telling a story and the need to encourage artists to “Colour it their way” was highlighted.
The difficulty in collecting necessary data was noted. Staff spoke to the Environics PRIZM work that has been undertaken. Suggestions were made to assist with data collection. There are operators that are willing to share data with the understanding that it is to be aggregate data and that it won’t be shared.

Further feedback included whether to add visitation to Goal 3. Staff will make the change based on today’s discussion.

Staff then spoke to the Market Research aspect of the Plan and the breakdown of the Environics PRIZM segmentation. Marketing strategies were also highlighted, as well as media partnership opportunities and performance measures. The importance of highlighting media stories was cited as well.

**Industry Criteria – For discussion**

Staff outlined visitor ready and market ready criteria to be used by Grey County Tourism to determine if a tourism supplier is able to offer business ready and market ready products to consumers. The Committee noted that this is a good toolkit for summer students to take when talking to operators.

It was suggested that the Committee meet the Tourism summer students at the next meeting.

**Destination Development Action Plan Progress Review – Quarter 1 Scorecard**

Heather Aljoe and Bryan Plumstead detailed the various pillars, including stakeholder engagement, destination management and market research and tracking. Discussion occurred on Tourism Talks that have been held and the possibility of web streaming these talks in the future.

It was noted that staff have met with the Information Technology Department on the Tourism mobile application and outlined next steps for the project.

**South Georgian Bay Labour Task Force – Tourism Industry Attainable Housing Study**

Andrew Siegwart provided an update on the Tourism industry attainable housing study and outlined the next steps. It was noted that the employee perspective is very important. There will be more findings to present at the next meeting.

**Grey County Tourism Updates**
Staffing Changes

Bryan Plumstead provided the Committee with staffing updates from the Tourism Department. It was noted that Amanda Pausner has accepted a position with Regional Tourism Organization 7 (RTO7). Phillip Allanson spoke to Amanda’s work and contributions to the County and thanked her for her work. Mr. Plumstead further noted that Mary Jane Hills is retiring next month. The Committee thanked Mary Jane for her dedication and work with the County. Recruitment for Ms. Pausner’s position is ongoing.

Tourism Budget 2018

Mr. Plumstead highlighted the 2018 Tourism budget, consisting of approximately $590,000.

Waterfront Trail

Bryan Plumstead gave an update on the Great Lakes Waterfront Trail. Mr. Plumstead noted that signs will be going up along the waterfront trail and the launch date of the trail is anticipated to be early summer.

Cycling/Trails Master Plan – OMCC Funding

Mr. Plumstead noted that Grey County has received Ontario Municipal Commuter Cycling grant funding. A cycling study has to be conducted and will also include trails and other forms of active transportation. Staff will scope the project and funding.

Air BnB in Grey County

The Committee discussed Air BnB in Grey County and other jurisdictions who are taxing Air BnBs. The advantages of Air Bnb hosts having a binder of tourism information at their sites was noted and Mr. Plumstead will reach out to AirBnB to advise of Grey County communications and resources available.

Next Meeting Dates

July 5, 2018 at 8:30 AM.

On motion by Phillip Allanson, the meeting adjourned at 1:17 PM.

Gary Gingras, Chair
March 21, 2018  Grey County

It is a pleasure to announce our fourth air and auto extravaganza that will take place at the Wiarton Keppel International Airport on June the 9th 2018. The extravaganza has continued to expand, with the increasing level of interest being shown in the airport and the services that it has to offer.

The purpose of the event is to promote and bring awareness to the airport. (Ornge, medivac, forest fires, search and rescue, coastguard, Canada customs, and twenty four hour weather office.)

We are approaching various groups organizations, business and individuals who may be interested in providing any financial or other support that will assist with the event. We are proposing to advertise on your behalf through radio and social media. If you wish to remain anonymous we will respect your wish. Advertising will increase your brand awareness amongst all age categories.

If you (your business/organization) feel you are able to assist us in some way it would be greatly appreciated. Donations may be made by cheque payable to.

Copa Flight 68
C/o Margaret McClure
188 Bruce Road 9
South Bruce Peninsula
Ontario NOH 2T0

Thank you in advance for your consideration and if any further information may be required, please don’t hesitate to contact me at 519 534-3070. You can also visit the following website:
www.airautoevent.com

A message from the Mayor:
We were excited to make a significant step forward last year in the development and growth of our international airport with the approval of a 2017-2021 Strategic Plan. We believe there is great regional potential for our very under utilized asset and the services it could provide, and as such, have approved the following mandate going forward.

Vision: To become the Grey Bruce regions aviation hub offering exceptional service to leisure, business and recreational users.

Mission: To contribute and enhance the economic prosperity of regional businesses and leisure travelers by providing a runway to the world.

Goal: To rebrand and market the airport to promote and increase in revenue by attracting new aviation related businesses scheduled passenger service and airfreight opportunities.

The annual Air and Auto Extravaganza plays an important role in supporting the above by promoting our facility and the services it offers for our various publics. The municipality is very pleased and thankful to have the support of all the many volunteers who have organized this event for a number of years and the many sponsors who have continued to be so generous in their support.

 Regards,

Alan Barfoot
Mayor Township of Georgian Bluffs

Thank You,

Margaret McClure
Copa Flight 68
To: Warden Halliday and Members of Grey County Council

Committee Date: April 26, 2018

Subject / Report No: PDR-CW-16-18

Title: By-law Enforcement Officer Report – Quarter 1 Updates

Prepared by: Stephanie Lacey-Avon

Reviewed by: Randy Scherzer, Kim Wingrove

Lower Tier(s) Affected: All local municipalities

Status: Recommendation

1. That Report PDR-CW-16-18 regarding the quarterly By-law Enforcement Officer report for Quarter 1 of 2018 be received for information.

Executive Summary

The Grey County By-law Enforcement Officer Reports are submitted quarterly to provide an overview of the site visits performed and the number of permits issued under the County’s Forest Management By-law. A summary of the harvesting activity within County Forests is also provided. This report covers the activities that have occurred during the first quarter of 2018.

Background and Discussion

The Grey County By-law Enforcement Officer Reports are submitted quarterly. The report indicates the number of permits issued for ‘Intents to Cut’, broken down by municipality. All of these applications are selective harvests that are classified as good forestry.

Permits are sent to the respective municipality when they are received, so that if there are corresponding processes (i.e. road permits, half load restrictions, etc.) then the municipality will have sufficient time to obtain that information.

January 2018

Eighteen (18) intent to cuts were received and eighteen (18) were approved during the month of January. Fourteen (14) site visits of operations and post-harvest inspections occurred during this time. Breakdown of intents were:
Municipality | Number of Permits Issued
---|---
The Blue Mountains | 1
Chatsworth | 2
Georgian Bluffs | 2
Grey Highlands | 6
Hanover | -
Meaford | 0
Owen Sound | -
Southgate | 2
West Grey | 5

**February 2018**

Fourteen (14) intents to cut were received during the month of February, fourteen (14) were approved. Nineteen (19) site visits of operations and post-harvest inspections occurred during this time. Breakdown of intents were:

Municipality | Number of Permits Issued
---|---
The Blue Mountains | 0
Chatsworth | 1
Georgian Bluffs | 1
Grey Highlands | 6
Hanover | -
Meaford | 1
Owen Sound | -
Southgate | 1
West Grey | 4

**March 2018**

Fourteen (14) intents to cut were received, thirteen (13) were approved and one was refused during the month of March. Nineteen (19) site visits and post-harvest inspections occurred during this time. Breakdown of intents were:

Municipality | Number of Permits Issued
---|---
The Blue Mountains | 0
Chatsworth | 1
Georgian Bluffs | 1
Grey Highlands | 6
Hanover | -
Meaford | 1
Owen Sound | -
Southgate | 1
West Grey | 4
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Grey County Forest Report

Sunken Lake, Berkley and South Wellbeck softwood harvests were all completed in January by Moggie Valley. North Wellbeck was started January 30th, 2018 and was completed in February, 2018. Wood is still being forwarded. Post-harvest assessments will be done in the spring.

Chatsworth hardwood harvest was completed by Complete Woodlot Management. Post-harvest assessment will be done in the spring.

Collingwood 19 was started February 27th, 2018 and completed March, 2018.

Dornoch hardwood harvest has started February, 2018, this is from 2017. Michael Rae has completed a little more than half of the Dornoch tract and has pulled out due to the timing restrictions for the County properties. He will start back in August to finish.

Tree marking for 2019 harvesting is underway.

Legal and Legislated Requirements

County’s Forest Management By-law

Financial and Resource Implications

There are no anticipated financial and resource considerations related to the report above and beyond what is within the scope of regular duties of staff and the By-law Enforcement Officer in accordance with the Forest Management By-law.

Relevant Consultation

☒ Internal (By-law Enforcement Officer, Planning Staff)
☒ External (Local Municipalities – notified when a permit is approved within their municipality)

Appendices and Attachments
None
April 12, 2018
Wayne Brohman
1078 Bruce Rd. #12, Box 150,
Formosa, Ontario. N0G 1W0

Delivered via Email to Wayne Brohman (w.brohman@svca.ca)

Please be advised of Resolution No. 2018-223, which was passed by the Council of the Township of Southgate on the March 21, 2018 Regular Meeting of Council:

_Councillor Dobreen requested a recorded vote on the main motion as amended._

**Moved by Councillor Pallister, Seconded by Councillor Woodbury;**

**Main motion as amended:**

**Be it resolved that** the Council of the Township of Southgate request that the Saugeen Valley Conservation Authority Board prepare a best practice review of the ongoing concerns related to the Saugeen Valley Conservation Authority operations and powers being exercised in comparison to other area Conservation Authorities, including, but not limited to the GRCA and Grey Sauble Conservation Authority, comparing approach, interpretation, demonstration of improved communications, service delivery, and customer satisfaction; and

**That** Council request the SVCA Board to report their findings back to their member municipalities with the results of the best practice comparison reports within sixty (60) days; and

**That** Council request the SVCA to provide written recommendations for Council’s consideration on improving service delivery and any other deficiencies as a result of their best practice review; and

**That** Council request the SVCA Board to develop real, sustainable solutions supported by the member municipal Council’s which address the on-going issues expressed by the Township of Southgate through the negotiation period to be implemented and monitored by management, reporting back on a quarterly basis with defined improvements on service delivery, customer satisfaction, improvements on the completion of permit turnaround time, and other satisfaction results to the member municipalities; and
That Council request the SVCA Board to develop real, sustainable solutions to address on-going issues expressed by the Township of Southgate as expressed through the negotiation period; and

That Council request the SVCA to consider amalgamation of the SVCA with another Conservation Authority such as Grey Sauble Conservation Authority, which has similar geography area and demographics, as well as a sound track record of consistent service delivery and customer satisfaction; and

That Council request staff to distribute this resolution to the Saugeen Valley Conservation Authority Board for consideration and response to be considered at the June 20, 2018 Regular Meeting of Council for consideration; and

That Council direct staff to distribute this resolution to the County of Grey and all SVCA member municipalities requesting support to address the unresolved concerns relating to service delivery and customer satisfaction offered by the SVCA; and

That staff be directed to collect responses from member municipalities of the SVCA watershed and Grey County on the circulated resolution and should there be support for a delegation to the Executive Committee, that Southgate staff request that delegation be held by May 1, 2018. By a vote of 4-0 the motion is Carried. No. 2018-223

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Given the miscommunication with the correspondence not being distributed, the Township of Southgate has extended the comment period (45) days, with a deadline of Monday May 28, 2018. For further information on this motion, please call Dave Milliner, CAO at 519-923-2110 Ext. 223.

Regards,

[Signature]

Josh Brick, Deputy Clerk

c.c
Heather Morrison, County of Grey
Patty Sinnamon, Township of Chatsworth
Laura Johnston, Municipality of West Grey
Brian Tocheri, Town of Hanover
Rob Adams, Municipality of Grey Highlands
Councillor Barbara Dobreen, Township of Southgate
Councillor Dale Pallister, Township of Southgate
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<td>Chatsworth</td>
<td>42-04-36-OPA-123 Bumstead Pit</td>
<td>OPA &amp; ZBLA</td>
<td>A proposed OPA for a gravel pit. The non-decision on the OPA was appealed to the Ontario Municipal Board (OMB). A report was presented to the December 14th 2017 Committee of the Whole recommending that the County support the application, subject to a haul route agreement, and take no part in the OMB matter.</td>
<td></td>
<td>Cuesta Planning Consultants</td>
<td>Scott</td>
</tr>
<tr>
<td>Georgian Bluffs</td>
<td>42T-2017-05 Davenport</td>
<td>Plan of Subdivision</td>
<td>An application has been received to create a total of 8 single detached units within the settlement area of East Linton. The application has been deemed complete. Discussions have occurred with the Township, Cobble Beach and developers within the East Linton area to explore options to extend the sanitary sewer services to East Linton. The application has been put on hold pending results of the servicing discussions.</td>
<td></td>
<td>Ron Davidson</td>
<td>Randy</td>
</tr>
<tr>
<td>Grey Highlands</td>
<td>Talisman – two file #'s – 42-CDM-2007-02 &amp; 42-CDM-2007-03</td>
<td>Plan of Condo</td>
<td>Received applications after a significant amount of pre-consultation. Notice of complete application has been circulated to agencies and neighbors. Comments on Dev. Permits sent. Application on hold until further notice.</td>
<td></td>
<td>D.C. Slade amongst others</td>
<td>Randy</td>
</tr>
<tr>
<td>Grey Highlands</td>
<td>42T-2017-06 Centre Point South</td>
<td>Plan of Sub / ZBLA</td>
<td>An application has been received to create 393 residential units. The subdivision and zoning amendment applications have been circulated and a public meeting has been scheduled for May 9, 2018 in Markdale.</td>
<td></td>
<td>Krystin Rennie, Georgian Planning Solutions</td>
<td>Scott</td>
</tr>
<tr>
<td>Grey Highlands</td>
<td>42T-2018-02 - Stonebrook Phase 2</td>
<td>Plan of Subdivision</td>
<td>An application has been received to create 24 townhouse units which is being called Phase 2 of the Stonebrook development (Phase 1 has been draft approved 42T-2017-02). The</td>
<td></td>
<td>Krystin Rennie, Georgian Planning Solutions</td>
<td>Randy/Scott</td>
</tr>
<tr>
<td>Municipality</td>
<td>File Number/Name</td>
<td>Description</td>
<td>Status</td>
<td>Draft Approval date / Lapse Dates (if applicable)</td>
<td>Consultants / Groups Involved</td>
<td>County Staff Involved</td>
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<tr>
<td>Grey Highlands</td>
<td>42T-2007-06 Grey Highlands Property Ltd. (Maxwell)</td>
<td>Plan of Sub</td>
<td>application has been circulated to some review agencies and will be circulated to other review agencies and the public once pending studies have been submitted.</td>
<td></td>
<td>Solutions</td>
<td></td>
</tr>
<tr>
<td>Grey Highlands</td>
<td>42T-2005-01 – East Mountain Padfield - Youngblood</td>
<td>Plan of Sub</td>
<td>Met with the applicant and their agent on March 20th, 2018 to look at possibly revising this application and moving forward.</td>
<td></td>
<td>Ron Davidson</td>
<td>Scott</td>
</tr>
<tr>
<td>Hanover</td>
<td>42T-2016-08 Georgiou</td>
<td>Plan of Sub / ZBLA</td>
<td>A proposed plan of subdivision to create 67 new lots and a medium density block for up to 59 townhouses. The Town hosted a public meeting for March 20, 2017. Additional information has been received from the proponent including a noise study. County / Town staff will meet shortly to review the new information</td>
<td></td>
<td>Ron Davidson</td>
<td>Scott</td>
</tr>
<tr>
<td>Meaford</td>
<td>Meaford Highlands</td>
<td>OPA / LOPA</td>
<td>A draft version of the peer review has been received and was shared with the developer. A subsequent meeting was held with the developer in late 2013, with the peer reviewer, the Municipality and the County to discuss the results of the peer review. The developer has shared a draft peer review response (March 2014), and the County’s peer review team has reviewed that response. An initial discussion regarding the response was held between the proponent’s planner and the County/Municipality’s peer reviewer. Awaiting a response from the developer. Contact (March 2017) has been made with the proponent to</td>
<td></td>
<td>Ryan Guetter, Weston Consulting</td>
<td>Scott</td>
</tr>
<tr>
<td>Municipality</td>
<td>File Number/Name</td>
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<tr>
<td>Meaford</td>
<td>42-CDM-2005-06</td>
<td>Condo</td>
<td>A number of issues outstanding on this file. Developer submitted a revised concept in December 2011, County and Municipal staff have provided comments on the new concept plan.</td>
<td>Colin Travis</td>
<td>Scott</td>
<td></td>
</tr>
<tr>
<td>Southgate</td>
<td>42-07-060-OPA-141 Woods</td>
<td>County OPA, LOPA, ZBLA and Consent</td>
<td>An application has been received and deemed complete to consider a land severance for lot addition purposes. Public meeting has been held. A final staff report is to be presented at the May 10th, 2018 Committee of the Whole meeting.</td>
<td>Ron Davidson</td>
<td>Stephanie</td>
<td></td>
</tr>
<tr>
<td>Southgate</td>
<td>Artic Clear – Water Taking</td>
<td>County OPA</td>
<td>Received written correspondence from the proponent on February 28, 2014 indicating that they wish to move forward with this file. No further action has been taken since then.</td>
<td>Formerly Ron Davidson</td>
<td>Scott</td>
<td></td>
</tr>
<tr>
<td>Southgate</td>
<td>Peyton Pit</td>
<td>LOPA/ZBA</td>
<td>County approved the LOPA application, two appeals were received. The County will not be involved with this Board hearing.</td>
<td>Murray Group</td>
<td>Sarah</td>
<td></td>
</tr>
<tr>
<td>TOTBM</td>
<td>42T-2018-03 Louisa Street Townhouses</td>
<td>Plan of Sub/ZBLA</td>
<td>Application has been received to create a total of 6 blocks with 3 blocks containing a total of 23 townhouses in the Town of Thornbury. Public meeting held by the Town. Waiting for applicant to address comments from agencies and public. Final report to be presented at a future Committee of the Whole meeting pending Town’s consideration.</td>
<td>Roman Tsap, KFA Architects and Planners Inc.</td>
<td>Randy</td>
<td></td>
</tr>
<tr>
<td>TOTBM</td>
<td>42T-2015-03 Home Farm Development</td>
<td>Plan of Sub / LOPA / ZBLA</td>
<td>Plan of subdivision application to permit 277 residential units. The application has been appealed by the Applicant. The local official indicates that they still intend on moving forward with this project.</td>
<td>Glenn Wellings</td>
<td>Scott</td>
<td></td>
</tr>
<tr>
<td>Municipality</td>
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<tr>
<td>TOTBM</td>
<td>42-CDM-2006-18</td>
<td>The Trillium Apartments</td>
<td>Condo</td>
<td>Comments from agencies were due in December 2006. Public meeting was held March 5, 2007 and local minutes have been received. Concerns from the Public. Waiting for Report from the Town.</td>
<td>D.C. Slade</td>
<td>Scott</td>
</tr>
<tr>
<td>TOTBM</td>
<td>42T-2016-06 Peaks Meadows</td>
<td>Plan of Sub</td>
<td>Subdivision application received July 2016 for a total of 12 residential units. A public meeting was held on November 15, 2017. County/Town comments were recently given to the proponent with some questions about the proposed density. Comments were recently received from the Conservation Authority. County/Town staff to meet to discuss next steps.</td>
<td></td>
<td>Keith MacKinnon, KLM Planning Partners Inc.</td>
<td>Scott</td>
</tr>
<tr>
<td>TOTBM</td>
<td>42-CDM-2007-01</td>
<td>Victoria Close</td>
<td>Condo</td>
<td>Issues with Drainage and road entrance. Waiting for comments from the Town.</td>
<td></td>
<td>Scott</td>
</tr>
<tr>
<td>TOTBM</td>
<td>42-CDM-2010-01</td>
<td>Camperdown East 1 Ltd. replaces lapsed 42T-2003-01</td>
<td>Condo / LOPA</td>
<td>Public Meeting held on March 2011. County staff recently had a meeting with the Town and the agent of the proponent, as well as a separate meeting with the neighbours. The applicant will be assembling a revised proposal and consulting further.</td>
<td>Bill Ulicki, Romspen Investment Corporation</td>
<td>Scott</td>
</tr>
<tr>
<td>TOTBM</td>
<td>42-42-000-OPA-135</td>
<td>Gibraltar Pit</td>
<td>Official Plan Amendment</td>
<td>County Council approved the County Official Plan Amendment application to permit the pit. That application has recently been appealed. County staff will prepare the package for the Local Planning Appeal Tribunal.</td>
<td>MHBC (Brian Zeman)</td>
<td>Scott</td>
</tr>
<tr>
<td>TOTBM</td>
<td>42T-89009</td>
<td>Monterra</td>
<td>Plan of Subdivision</td>
<td>A major redline revision application has been received to revise and approved plan 42T-</td>
<td>Krystin Rennie,</td>
<td>Randy</td>
</tr>
<tr>
<td>Municipality</td>
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<tr>
<td>North/Westbooke</td>
<td>89009</td>
<td>89009 to create a total of 32 single detached lots. Public Meeting held by the Town. Waiting for applicant to address comments received from agencies and the public.</td>
<td></td>
<td></td>
<td>GeorgIan Planning Solutions</td>
<td></td>
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<tr>
<td>TOTBM</td>
<td>42T-2016-10</td>
<td>Plan of Sub</td>
<td>Application has been received to develop a total of 208 residential units consisting of 40 detached homes and 168 townhouses. Parkbridge would retain ownership and management responsibility for the entire development site. The residential units would be offered as life lease units with each of the units being located on an individual land lease. Application has been deemed complete. Notice of Complete Application circulated. Information report included in the February 9th Committee of the Whole agenda. Public Meeting was held by the Town. Applicant to address comments raised by agencies and the public.</td>
<td></td>
<td>Andrew Pascuzzo, DC Slade Consultants Inc.</td>
<td>Randy</td>
</tr>
<tr>
<td>TOTBM</td>
<td>42-CDM-2016-07 – Blue Mountain Village Site ‘F’</td>
<td>Plan of Condo</td>
<td>A Plan of Condominium application has been received for a 31 unit townhouse development in the Blue Mountain Village on Site ‘F’. We are currently waiting for further information to be provided by the applicant to deem the application complete. Application currently on hold.</td>
<td></td>
<td>Krystin Rennie, Georgian Planning Solutions</td>
<td>Randy</td>
</tr>
<tr>
<td>TOTBM</td>
<td>42T-2017-01 – Clarksbury (former Georgian Glen – 42T-2002-06)</td>
<td>Plan of Subdivision</td>
<td>A plan of subdivision application has recently been received for a 54 single detached residential development. Application has been deemed complete. A public meeting was held on December 4, 2017. Working with the Town to finalize recommended draft plan conditions. Report to be presented to Committee of the 27th</td>
<td></td>
<td>Innovative Planning Solutions (Darren Vella)</td>
<td>Randy</td>
</tr>
<tr>
<td>Municipality</td>
<td>File Number/Name</td>
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<tr>
<td>West Grey</td>
<td>42-05-280-OPA-137 John Spaleta</td>
<td>Official Plan Amendment / ZBLA</td>
<td>A proposed official plan amendment to consider allowing for a seasonal dwelling on a road which does not have year round maintenance. Both the County Official Plan Amendment and Zoning By-law Amendment have been refused and have been appealed by the proponent, and the packages have been sent onto the Board.</td>
<td></td>
<td>Cuesta Planning Consultants</td>
<td>Scott</td>
</tr>
<tr>
<td>West Grey</td>
<td>42T-2018-05 Sunvale Homes</td>
<td>Plan of Sub/ZBLA</td>
<td>A subdivision application has been received proposing to create a total of 247 lots within the settlement area of Durham (123 singles, 60 semi's and 42 townhouses). A public meeting has been scheduled for June 5th which will be held by West Grey. Following agency/public review and comment period a final report will be presented at a future Committee of the Whole meeting.</td>
<td></td>
<td>Kristine Loft – Loft Planning Inc.</td>
<td>Scott</td>
</tr>
<tr>
<td>West Grey</td>
<td>OPA to permit a spiritual retreat</td>
<td>County OPA &amp; ZBLA</td>
<td>Application received and circulated. Comments from MOE have led to more work being required. Following the receipt of the additional work, and any peer reviews a public meeting will be scheduled. Waiting for additional servicing and environmental work from the developer. Correspondence was received from the proponent indicating they are still proceeding forward.</td>
<td></td>
<td>Peter Ferguson / Kristine Loft</td>
<td>Scott</td>
</tr>
</tbody>
</table>
# Grey County Planning Active Development File List

Updated as of April 18, 2018

<table>
<thead>
<tr>
<th>Municipality</th>
<th>File Number/Name</th>
<th>Description</th>
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<th>Consultants / Groups Involved</th>
<th>County Staff involved</th>
</tr>
</thead>
<tbody>
<tr>
<td>Chatsworth</td>
<td>42-T-2004-04 –</td>
<td>Plan of Sub</td>
<td>Phase 1 Approved and registered. Phase 2 expired, and re-application</td>
<td>Draft Approved: July 20, 2010 Lapse Date: July 20, 2022</td>
<td>Robert Black, RBA Planning Consultants Ltd.</td>
<td>Randy</td>
</tr>
<tr>
<td></td>
<td>Mac Taylor Replaced by File# 42T-2010-02</td>
<td></td>
<td>has now been submitted. Re-draft approved July 20, 2010. Waiting for applicant to meet the conditions.</td>
<td></td>
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<tr>
<td></td>
<td>42T-2006-19</td>
<td>Plan of Sub</td>
<td>Settlement reached amongst parties. Phase 1 draft approved and future development block identified for remaining part requiring that a Servicing Options Study be completed. Waiting for Applicant to satisfy draft plan conditions.</td>
<td>Draft Approved by OMB: November 22, 2011 Lapse Date: November 22, 2020</td>
<td>Shelley Wells</td>
<td>Randy</td>
</tr>
<tr>
<td></td>
<td>Georgian Shores Bill Curneau or 2081411 Ont. Inc.</td>
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<tr>
<td>Georgian Bluffs</td>
<td>42T-2013-04</td>
<td>Plan of Subdivision</td>
<td>Draft approval recently lapsed on March 17, 2018. A meeting has been set-up with the applicant and various agencies to discuss the process for reinstating draft plan approval (i.e. new application required).</td>
<td>Draft approved: March 17, 2015 Lapse Date: March 17, 2018</td>
<td>Ron Davidson, Land Use Planning Consultant Inc.</td>
<td>Scott</td>
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<tr>
<td></td>
<td>Boulter Estates</td>
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<tr>
<td>Georgian Bluffs</td>
<td>42T-2004-02</td>
<td>Plan of Sub</td>
<td>Redline revision draft approved on February 16, 2016 combining the lapsed draft plan being 42T-2006-12 with this draft approved plan. Waiting for applicant to address the draft approved conditions.</td>
<td>Draft approved: Revised February 16, 2016 Lapse Date: February 16, 2019</td>
<td>TJ Cieciura – Design Plan Services</td>
<td>Randy</td>
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<tr>
<td></td>
<td>Cobble Beach Georgian Villas Inc. Phase 1</td>
<td></td>
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<tr>
<td>Georgian Bluffs</td>
<td>42T-2006-08</td>
<td>Plan of Sub</td>
<td>Draft Approved at the August 16, 2011 Planning Committee Meeting. No appeals received. Waiting for developer to meet conditions. Draft Approval Extension granted for two more years until 2018.</td>
<td>Draft Approved: August 16, 2011 Lapse Date: August 16, 2018</td>
<td>Ron Davidson Bill Dubeau</td>
<td>Sarah</td>
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<td></td>
<td>Byers Subdivision</td>
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<td></td>
<td>Blue Bay Villas (Cobble Beach)</td>
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<tr>
<td>Grey Highlands</td>
<td>42T-91001</td>
<td>Plan of Sub – Dimakos</td>
<td>Redline Revision was draft approved on August 15, 2013, now waiting for the developer to meet conditions. Emergency Extension granted to</td>
<td>Draft Approved: August 15, 2013 Lapse Date: August 15, 2013</td>
<td>Ron Davidson, Land Use Planning</td>
<td>Scott</td>
</tr>
<tr>
<td>Meaford</td>
<td>42-CDM-2007-09 – Gates of Kent</td>
<td>Condo</td>
<td>Draft Approved. Phases 1 to 5 have received final approval. Waiting for developer to meet conditions on remaining phases. Developer in the process of constructing 6 additional units.</td>
<td>Draft Approved: May 15, 2008 Lapse Date: May 15, 2020 Krystin Rennie</td>
<td>Randy</td>
<td></td>
</tr>
<tr>
<td>Southgate</td>
<td>42T-2016-05 Flato North</td>
<td>Plan of Subdivision</td>
<td>Subdivision application received mid-June 2016 for a total of 267 residential units. Public Meeting held on March 1, 2017. The file was draft approved on September 14th, and we are currently in the appeal period.</td>
<td>Draft Approved: September 14, 2017 Lapse Date: September 14, 2020 MHBC</td>
<td>Randy</td>
<td></td>
</tr>
<tr>
<td>TOTBM</td>
<td>42-CDM-2006-11 – Keepers Cove</td>
<td>Condo</td>
<td>Draft approved – related to Lora Bay. 3 year draft approval extension recently granted by Committee. Waiting for developer to meet conditions.</td>
<td>Draft Approved: October 12, 2006 with revisions November 16, 2006 &amp; May 15, 2008 Reid’s Heritage Homes</td>
<td>Randy</td>
<td></td>
</tr>
<tr>
<td>TOTBM</td>
<td>42T-91009 42-CDM-2017-04 Artisan</td>
<td>Plan of Sub and Condo Exemption</td>
<td>Redline revision was draft approved by the Committee of the Whole. Waiting for applicant to address draft plan conditions. Condo exemption application has also been received which will be approved following registration of the plan of subdivision.</td>
<td>Redline Draft approved: January 11, 2018 Lapse date: January 11, 2021</td>
<td>D.C. Slade Scott</td>
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<tr>
<td>TOTBM</td>
<td>42T-2012-01 Eden Oak/Trailshead (previously 42T-2006-20 which lapsed July 2011)</td>
<td>Plan of Sub</td>
<td>Draft approval of 42T-2006-20 on subject lands lapsed. New Subdivision Application received and deemed complete on June 18, 2012. Applicant submitted a revised plan proposing a total of 194 residential units (previously seeking approval for 217 residential units). Applicant appealed the plan of subdivision, local official plan amendment and zoning by-law amendment to the Board. The Town, the County, the Developer and the other parties reached an agreement which was presented to the Board on April 3, 2017. Decision issued by the Board and has approved the development in principle and is withholding final decision until an agreement has been reached between the developer and the Town regarding bonusing.</td>
<td></td>
<td>D.C. Slade Randy</td>
<td></td>
</tr>
<tr>
<td>TOTBM</td>
<td>42-CDM-2008-10(A) 42T-2008-10(B) Havens</td>
<td>Sub / Condo</td>
<td>Minutes of Settlement entered between the Applicant, the Town and the County. Board accepted the Minutes of Settlement and draft approved 16 residential lots. Waiting for developer to meet conditions of draft approval.</td>
<td></td>
<td>D.C. Slade Randy</td>
<td></td>
</tr>
<tr>
<td>TOTBM</td>
<td>42T-2007-14 Chasson</td>
<td>Plan of Sub</td>
<td>Conditions were revised by the Planning Committee on November 14, 2013 and a 3 year extension to draft approval was also granted. Waiting on developer to meet conditions. Draft</td>
<td>Draft Approved: November 13, 2008 Lapse Date: November 14, 2019</td>
<td>PMG Planning Consultants Randy</td>
<td></td>
</tr>
<tr>
<td>TOTBM</td>
<td>Approval Date</td>
<td>Customer</td>
<td>Description</td>
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<tr>
<td>TOTBM</td>
<td>Draft Approved: October 13, 2005 – extensions granted</td>
<td>Intrawest Randy</td>
<td>approval extension request received for an additional 3 years.</td>
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<tr>
<td>TOTBM</td>
<td>Lapse Date: October 13, 2018</td>
<td></td>
<td>Trillium House, Mosaic Commercial Units and Boathouses 1 &amp; 2 was given final approval on February 23, 2012. Boathouses 3 &amp; 4 still draft approved and waiting for developer to meet conditions to complete the final phase.</td>
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<tr>
<td>TOTBM</td>
<td>Lapse date: March 15, 2019</td>
<td></td>
<td>Redline revisions approved. Phase 1 has been given final approval. Waiting for developer to address conditions of approval for Phase 2.</td>
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<td>TOTBM</td>
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<td></td>
<td>Redline revision report approved by Committee on October 15, 2013 and November 13, 2014. Waiting for developer to meet conditions.</td>
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<tr>
<td>TOTBM</td>
<td></td>
<td></td>
<td>Plan was draft approved by the Committee on October 15, 2013. Waiting for developer to meet conditions.</td>
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<tr>
<td>TOTBM</td>
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<td></td>
<td>Plan was draft approved by the Committee on April 21, 2015. Waiting for developer to meet conditions.</td>
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<tr>
<td>TOTBM</td>
<td></td>
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<td>LOPA has been approved and the red-line revision</td>
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</tbody>
</table>

**Notes:**
- = no immediate action
- = action required
= waiting for information/studies/appeal

**Additional Information:**
- Redline revisions requested by Applicant. Report presented to Committee on October 18, 2011 and Committee approved the redline revisions. Trillium House, Mosaic Commercial Units and Boathouses 1 & 2 was given final approval on February 23, 2012. Boathouses 3 & 4 still draft approved and waiting for developer to meet conditions to complete the final phase.
- Redline revisions approved. Phase 1 has been given final approval. Waiting for developer to address conditions of approval for Phase 2.
- Redline revision report approved by Committee on October 15, 2013 and November 13, 2014. Waiting for developer to meet conditions.
- Plan was draft approved by the Committee on October 15, 2013. Waiting for developer to meet conditions.
- Plan was draft approved by the Committee on April 21, 2015. Waiting for developer to meet conditions.
- LOPA has been approved and the red-line revision.
<p>| TOTBM | 42T-2012-03 – Craigleith Development Project (former Terrasan) | Plan of Subdivision | Committee draft approved the plan of subdivision in November 2011 and approved redline revisions May 2012. Recent request received to extend draft approval as well as a redline revision request for the remaining Phases. Redline revision approved on September 16, 2014. Phase 1 and 2a, 2b and 2c have been approved and registered. | Lapse Date: December 31, 2018 | Loft Planning Inc. | Randy |
| TOTBM | 42-T-2014-01 | Sleepy Hollow Developments East | Application has been received for a proposed 8 lot plan of subdivision. Draft Conditions were presented and approved by Committee on December 16,2014. | Draft Approved: December 16, 2014 | Lapse Date: December 16, 2020 | D.C. Slade (Andrew Pascuzzo) | Sarah |
| TOTBM | 42T-2014-03 | Sleepy Hollow | Application received for opposed 10 lot plan of | D.C. Slade | Sarah |
| TOTBM | 42-CDM-2010-04 | Harbourvista | Condo Exemption | Travis and Associates | Randy |
| TOTBM | 42T-2010-03 | Georgian Gate/Windfall | Plan of Subdivision | Committee draft approved the plan of subdivision | Draft Approved: November 15, 2011 (redline revision approved May 2012) | Lapse Date: November 15, 2020 | Colin Travis | Randy |
| TOTBM | Matesa – 42T-2006-04 | Plan of Sub/ZBLA | Board draft approved subdivision based on Minutes of Settlement. Waiting for Applicant to complete conditions. Revisions recently submitted by the Applicant for the Town and County’s preliminary review. Revisions will need to be approved by the Tribunal. | | | |
| TOTBM | TOTBM | Red-line Revision Private Residences at Georgian Bay Club | ZBLA | was also approved and no appeals were received. Phase 1 has been given final approval. Waiting for developer to address conditions for future phases. | 13, 2014 | Lapse Date: November 13, 2020 | |</p>
<table>
<thead>
<tr>
<th>Development</th>
<th>Reference</th>
<th>Type</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>Developments West</td>
<td></td>
<td></td>
<td>subdivision. Application deemed complete. Information brought forward to Planning Committee in July 2014. Public Meeting held September 8, 2014. Application was appealed to the OMB for non-decision. Minutes of Settlement agreed upon by all parties and have been approved by the Board. Waiting for developer to satisfy conditions. (Andrew Pascuzzo)</td>
</tr>
<tr>
<td>TOTBM</td>
<td>42-CDM-2015-02</td>
<td>Condo Exemption</td>
<td>County has received an application from Skyline Blue Mountain Development Inc. to reinstate 28 condominium units for the proposed Snowbridge development that lapsed on March 16, 2009. Planning Committee supported this development to be processed as a condominium exemption given the history of the development. Waiting for applicant to submit plans for final approval. Skyline Blue Mountain Development Inc.</td>
</tr>
<tr>
<td>TOTBM</td>
<td>42-CDM-2006-11</td>
<td>Plan of Condo &amp; ZBLA</td>
<td>The proposed revised draft plan of condominium changed phases 3 and 4, reducing the unit count to 194 residential units (from 198 units). Draft Approved: August 24, 2017 Lapse Date: October 12, 2018</td>
</tr>
<tr>
<td>West Grey</td>
<td>Gutzke Red-line Revision 42T-91011</td>
<td>Plan of Subdivision Red Line Revision</td>
<td>Public meeting was held in West Grey on August 13, 2012, awaiting the developer to address agency concerns. Committee draft approved redline revisions. Waiting for Applicant to address conditions. Extension request has been approved for a 2 year extension. Draft Approved: April 16, 2013 Lapse Date: April 16, 2019</td>
</tr>
</tbody>
</table>
Committee Report

To: Warden Halliday and Members of Grey County Council

Committee Date: April 26, 2018

Subject / Report No: LTCR-CW-15-18

Title: Redevelopment Budget Pro-Forma 128 Beds

Prepared by: Lynne Johnson, Director of Long Term Care

Reviewed by: Kim Wingrove, Chief Administrative Officer

Lower Tier(s) Affected: All Grey County

Status:

Recommendation

1. That report LTCR-CW-15-18 regarding the Redevelopment Budget Pro-Forma for 128 Long Term Care Beds be received for information.

Executive Summary

The 2017 decision of County Council, to amalgamate the long term care beds from 2 homes and redevelop 1 larger long term care (LTC) home, was based on a number of factors including:

- Improving operational efficiency
- Improving financial performance
- Addressing human resource challenges

This report examines the financial impact of operating a 128 bed home compared to the current operating costs of the 100 bed home.

Background and Discussion

The 100 beds located in Durham need redeveloped by 2025. This provided an opportunity to review LTC services currently delivered by Grey County and it was identified that amalgamation would facilitate improvements in operations while maintaining the same level service.

In December, the provincial government announced the addition of 5,000 new LTC beds to be operational by 2022. The announcement was followed by a call for application. Despite the short timeframe in which to apply, staff was directed by the Committee of Management to complete an analysis of the impact of adding 28 beds to the current 100 beds located at Rockwood
A high level review was completed reflective of a new building with 60% private and 40% basic accommodation, the recommended Sienna Senior Living staffing levels and expenses based on the purchasing history of the home. (Note- the pro-forma is for operations only and did not include capital projections or construction costs)

By proceeding with redevelopment of a 128 bed home, LTC services would be maintained in the current communities and the savings realized at Rockwood Terrace would reduce/slow the overall levy dependency required by LTC. This model does not address the identified inefficiencies at Grey Gables, current and future HR challenges and the ongoing capital and operating costs to maintain three homes.

Staff have spoken with private operators within the region, the MOHTLC and LHIN and verified that private operators have submitted applications for additional beds to support “top-up” and future redevelopment.

Legal and Legislated Requirements
The province’s Action Plan for Seniors titled “Aging with Confidence” provides an outline of evolving care that supports seniors at all stages in their life including those living in their own homes and those requiring varying degrees of support to live safe, independent lives for as long as possible.

Long term care is for people who require intensive supports. As part of the Action Plan for Seniors, the province is seeking to add LTC capacity, improve staffing and enhance care. These enhancements are welcomed however it is important to recognize that the sector is experiencing a growing labour shortage, ongoing challenges in meeting the complex and behavioural needs of residents and significant enhancements to regulatory requirements.

Grey County is legislated to operate a long term care home. Currently, the County provides care for 316 residents in three long term care homes. There is a requirement to redevelop 100 of the beds by 2025.

Financial and Resource Implications
The results of the budget modeling for a 128 bed home were favorable and project a decrease in the required levy funding to support operating costs from $1.33 million to $0.20 million. The pro-forma does not address the ongoing capital cost for three homes, any operational inefficiency experienced in a small home or HR challenges that are being experienced across the health care sector.

Relevant Consultation
☒ Internal Finance Department,
☒ External Sienna Senior Living, Ministry of Health and Long Term Care, South West Local Health Integration Network
Appendices and Attachments
Appendix A Financial Pro-Forma - 128 Beds
# APPENDIX A - Financial Pro-Forma - 128 Beds

<table>
<thead>
<tr>
<th></th>
<th>2018 Budget 100 Beds</th>
<th>2018 Budget Proforma 128 Beds</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>REVENUE</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>40400 Transfer From Reserve</td>
<td>Note 2: $51,000</td>
<td>$61,300</td>
</tr>
<tr>
<td>51100 Provincial Conditional Grant</td>
<td>Note 1: $5,187,522</td>
<td>$6,614,426</td>
</tr>
<tr>
<td>51101 Structural Compliance Premium</td>
<td>Note 4: $61,200</td>
<td>$233,900</td>
</tr>
<tr>
<td>51115 Prov. High Needs Supplies &amp; Lab Claim</td>
<td>Note 1: $3,800</td>
<td>$4,554</td>
</tr>
<tr>
<td>51118 Provincial Physician Grant</td>
<td>Note 1: $14,528</td>
<td>$18,506</td>
</tr>
<tr>
<td>51119 Provincial RN Grant</td>
<td>Note 1: $81,180</td>
<td>$103,910</td>
</tr>
<tr>
<td>61180 High Cost Supplies and Services per Diem</td>
<td>Note 1: $22,968</td>
<td>$20,434</td>
</tr>
<tr>
<td>64011 Building Rentals</td>
<td>Note 2: $7,560</td>
<td>$7,560</td>
</tr>
<tr>
<td>54000 Receipts from Basic</td>
<td>Note 3: $798,000</td>
<td>$916,070</td>
</tr>
<tr>
<td>54081 Receipts from Pref. Private</td>
<td>Note 5: $212,400</td>
<td>$508,781</td>
</tr>
<tr>
<td>54082 Receipts from Pref. Semi</td>
<td>Note 5: $40,800</td>
<td>$94,107</td>
</tr>
<tr>
<td>54083 Receipts from Private</td>
<td>Note 3: $601,800</td>
<td>$1,374,100</td>
</tr>
<tr>
<td>54084 Receipts from Gemi</td>
<td>Note 3: $302,400</td>
<td>-</td>
</tr>
<tr>
<td>54087 Exceptional Circumstances</td>
<td>Note 1: $81,215</td>
<td>$78,555</td>
</tr>
<tr>
<td>54085 Receipts from Telephone</td>
<td>Note 1: $12,000</td>
<td>$15,300</td>
</tr>
<tr>
<td>54086 Receipts from Hairdresser</td>
<td>Note 1: $25,200</td>
<td>$23,500</td>
</tr>
<tr>
<td><strong>TOTAL REVENUE</strong></td>
<td>$7,581,450</td>
<td>$10,049,120</td>
</tr>
</tbody>
</table>

<p>| | | |
|                                |                       |                              |
| <strong>EXPENSES</strong>                   |                       |                              |
| 61000 Salaries and Wages       | Note 6: $5,544,110    | $6,531,466                   |
| 61220 CPP                       | Note 7: $252,834      | $285,021                     |
| 61221 EI                        | Note 7: $123,384      | $144,707                     |
| 61222 WSIB Premiums            | Note 7: $94,141       | $94,107                      |
| 61223 OMB/RGS Premiums         | Note 7: $424,465      | $490,877                     |
| 61224 EHT                       | Note 7: $114,010      | $127,410                     |
| 61225 Group Benefits           | Note 8: $424,260      | $487,000                     |
| 61280 Social Allowance         | Note 1: $750          | $900                          |
| 61283 Service Awards           | Note 1: $3,250        | $4,180                        |
| 63000 Advertising              | Note 1: $200          | $250                          |
| 63010 Association/Membership Fees | Note 2: $5,800     | $5,900                        |
| 63050 Copying &amp; Printing       | Note 1: $20,000       | $20,000                      |
| 63084 Equipment/Furniture Purchases | Note 1: $30,000 | $38,400                      |
| 63081 Telephone                | Note 1: $18,200       | $20,736                      |
| 63082 Cellular                 | Note 1: $3,500        | $10,380                      |
| 63086 Office &amp; Charing Supplies | Note 1: $7,500        | $9,900                        |
| 63087 Postage/Courier/Feight   | Note 1: $2,000        | $2,580                        |
| 63087 Resident Life Improvements | Note 1: $10,000   | $12,500                      |
| 63087 Other Materials &amp; Services | Note 1: $7,400    | $4,072                        |
| 63073 Hi-Intensity Needs-Claimable | Note 1: $4,000    | $5,120                        |
| 63380 Staff Training and Development | Note 1: $15,000 | $19,200                      |
| 63310 Travel &amp; Meal Expenses   | Note 1: $12,000       | $15,900                      |
| 63401 Cleaning Supplies        | Note 1: $5,000        | $4,000                        |
| 63402 Chemicals                | Note 1: $10,733       | $21,416                      |
| 63403 Maintenance of Buildings | Note 1: $90,000       | $116,200                     |
| 63409 Non-Contract Chemicals    | Note 1: $10,250       | $13,120                      |
| 63410 Waste Disposal           | Note 1: $15,000       | $19,200                      |
| 63440 Heat                     | Note 1: $72,220       | $92,480                      |
| 63441 Hydro/Water              | Note 1: $143,000      | $163,040                     |
| 63442 Water/Dewage &amp; Fire Protect. | Note 1: $45,000  | $57,900                      |
| 63450 Maintenance of Equipment | Note 1: $39,600       | $60,580                      |
| 63455 Maintenance of Grounds   | Note 1: $5,000        | $6,400                        |
| 63456 Snow Removal             | Note 1: $10,000       | $12,500                      |
| 63500 Home Physicin            | Note 1: $13,140       | $16,910                      |
| 63502 Incontinent Supplies     | Note 1: $52,925       | $67,744                      |
| 63503 Medical Supplies         | Note 1: $124,000      | $156,720                     |
| 63504 Raw Food                 | Note 1: $340,762      | $438,201                     |
| 63505 Recreation Supplies      | Note 1: $8,000        | $7,580                        |
| 63507 Outside Services         | Note 1: $6,000        | $7,580                        |
| 63508 Paper Supplies           | Note 1: $13,250       | $16,900                      |
| 63508 Physician On Call        | Note 1: $14,525       | $18,596                      |
| 63508 Linen                    | Note 1: $7,000        | $8,900                        |</p>
<table>
<thead>
<tr>
<th>Description</th>
<th>Code</th>
<th>Amount 1</th>
<th>Amount 2</th>
</tr>
</thead>
<tbody>
<tr>
<td>63522 Cable TV Expense</td>
<td></td>
<td>6,000</td>
<td>7,680</td>
</tr>
<tr>
<td>63523 Dishes</td>
<td></td>
<td>5,000</td>
<td>6,400</td>
</tr>
<tr>
<td>63530 Cable TV Recovery</td>
<td></td>
<td>(4,000)</td>
<td>(5,120)</td>
</tr>
<tr>
<td>63531 Other Expenditure Recovery</td>
<td></td>
<td>(30,400)</td>
<td>(38,012)</td>
</tr>
<tr>
<td>63759 Volunteer Services</td>
<td></td>
<td>500</td>
<td>640</td>
</tr>
<tr>
<td>64020 Computer Support/Maintenance</td>
<td></td>
<td>38,145</td>
<td>48,820</td>
</tr>
<tr>
<td>64066 Hairdresser Services</td>
<td></td>
<td>21,420</td>
<td>27,410</td>
</tr>
<tr>
<td>64100 Legal Fees</td>
<td></td>
<td>8,000</td>
<td>7,680</td>
</tr>
<tr>
<td>64102 Professional &amp; Consulting Fees</td>
<td></td>
<td>49,400</td>
<td>63,232</td>
</tr>
<tr>
<td>64120 Purchased Service</td>
<td></td>
<td>150,320</td>
<td>230,817</td>
</tr>
<tr>
<td>64326 Chaplancy Services</td>
<td></td>
<td>11,240</td>
<td>14,131</td>
</tr>
<tr>
<td>65110 Insurance</td>
<td></td>
<td>107,300</td>
<td>137,344</td>
</tr>
<tr>
<td>07007 Interfunc. Rent</td>
<td></td>
<td>(12,509)</td>
<td>(12,599)</td>
</tr>
<tr>
<td>07013 Interfunc. Audit Fees</td>
<td></td>
<td>7,900</td>
<td>7,900</td>
</tr>
<tr>
<td>07014 Interfunc. IS Costs</td>
<td></td>
<td>38,268</td>
<td>38,268</td>
</tr>
<tr>
<td>07023 Interfunc. Laundry</td>
<td></td>
<td>(9,000)</td>
<td>(8,000)</td>
</tr>
<tr>
<td><strong>TOTAL EXPENSES</strong></td>
<td></td>
<td>8,350,511</td>
<td>10,167,758</td>
</tr>
</tbody>
</table>

**NET SURPLUS (LEVY)**

<table>
<thead>
<tr>
<th>Description</th>
<th>Code</th>
<th>Amount 1</th>
<th>Amount 2</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>(1,269,761)</td>
<td>(118,835)</td>
</tr>
</tbody>
</table>

Less:

<table>
<thead>
<tr>
<th>Description</th>
<th>Code</th>
<th>Amount 1</th>
<th>Amount 2</th>
</tr>
</thead>
<tbody>
<tr>
<td>54087 Exceptional Circumstances</td>
<td></td>
<td>(61,215)</td>
<td>(78,355)</td>
</tr>
</tbody>
</table>

**ADJUSTED NET SURPLUS (LEVY)**

<table>
<thead>
<tr>
<th>Description</th>
<th>Code</th>
<th>Amount 1</th>
<th>Amount 2</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>(1,330,976)</td>
<td>(196,991)</td>
</tr>
</tbody>
</table>
APPENDIX A (Cont'd) - Notes and Assumptions

Note 1 - The line item is expected to be variable and so will fluctuate based on the number of beds in the long term care home.

Note 2 - The line item is expected to be fixed and so, is not expected to fluctuate based on the number of beds in the long term care home.

Note 3 - The redeveloped home will have 128 beds allocated as follows: 65% private (78 beds) and 40% basic (52 beds). Therefore, revenue has been re-allocated between the following accounts.

<table>
<thead>
<tr>
<th></th>
<th>2018 Budget - 100 Beds</th>
<th>2018 Budget Proforma - 128 Beds</th>
<th>Reallocated 2018 Budget Proforma - 128 Beds</th>
<th>Comment</th>
</tr>
</thead>
<tbody>
<tr>
<td>04350 Receipts from Basic</td>
<td>$ 120,000</td>
<td>$ 120,000</td>
<td>$ 37,070</td>
<td>40% Basic</td>
</tr>
<tr>
<td>0463 Receipts from Private</td>
<td>$ 658,000</td>
<td>$ 861,004</td>
<td>$ 1,374,100</td>
<td>60% Private</td>
</tr>
<tr>
<td>0464 Receipts from Semi</td>
<td>$ 302,400</td>
<td>$ 367,072</td>
<td>$ -</td>
<td>0% Semi Private</td>
</tr>
<tr>
<td>Total Receipts</td>
<td>$ 1,780,400</td>
<td>$ 2,208,176</td>
<td>$ 2,208,176</td>
<td></td>
</tr>
</tbody>
</table>

Note 4 - The structural compliance premium has been updated to $0.00 per resident day from $2.50 per resident day. It is assumed that this increased premium will be available for the redeveloped home and will be used for operations rather than transferred to the capital reserve.

Note 5 - As the new residence would be considered a Class A home, it would be eligible for the higher private premium earned by Class A homes. As at July 1, 2017, this premium is equal to $25.63. To be conservative, it was assumed that 80% of the maximum preferred accommodation revenue would be earned by the residence.

<table>
<thead>
<tr>
<th>Pre-Forma</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Beds</td>
<td>128</td>
</tr>
<tr>
<td>Maximum Number of Private Beds (65%)</td>
<td>78</td>
</tr>
<tr>
<td>Private Premium</td>
<td>$ 25.63</td>
</tr>
<tr>
<td>Number of Days</td>
<td>365</td>
</tr>
<tr>
<td>Maximum Private Accommodation Revenue</td>
<td>$ 710,976</td>
</tr>
<tr>
<td>Portion of Maximum Estimated to be Earned</td>
<td>80%</td>
</tr>
<tr>
<td>Private Accommodation Revenue - Included in Budget Proforma</td>
<td>$ 568,781</td>
</tr>
</tbody>
</table>

Note 6 - As the number of beds will be increasing from 100 beds to 120 beds, additional staffing will be required in certain departments. Sierra reviewed the current staffing plan and determined that the following incremental staff would be needed if the new homes was organized efficiently into 32 bed home areas. An additional 0.5 hours was added for every six incremental hours to represent the paid lunch break. Note that no new management staff have been added below as the current management staffing could accommodate the higher number of beds. Other Costs below represent the additional costs related to vacation days, modified duty hours, education days and clothing allowances.

<table>
<thead>
<tr>
<th>Department</th>
<th>Role</th>
<th>Incremental Hours/Week</th>
<th>Total Hours/Year</th>
<th>Wage Rate</th>
<th>Special Rate</th>
<th>Other Costs</th>
<th>Total Incremental Staff</th>
</tr>
</thead>
<tbody>
<tr>
<td>Housekeeping</td>
<td>Aide</td>
<td>56</td>
<td>3,156</td>
<td>$ 27.11</td>
<td>10%</td>
<td>$ 94,075</td>
<td></td>
</tr>
<tr>
<td>Laundry</td>
<td>Aide</td>
<td>25</td>
<td>1,380</td>
<td>$ 24.09</td>
<td>10%</td>
<td>$ 36,573</td>
<td></td>
</tr>
<tr>
<td>Programs</td>
<td>Aide</td>
<td>12</td>
<td>676</td>
<td>$ 28.14</td>
<td>10%</td>
<td>$ 29,825</td>
<td></td>
</tr>
<tr>
<td>Nursing</td>
<td>RN</td>
<td>112</td>
<td>6,390</td>
<td>$ 24.82</td>
<td>10%</td>
<td>$ 241,990</td>
<td></td>
</tr>
<tr>
<td>Nursing</td>
<td>PSW</td>
<td>175</td>
<td>9,458</td>
<td>$ 27.12</td>
<td>10%</td>
<td>$ 294,094</td>
<td></td>
</tr>
<tr>
<td>TOTAL</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$ 687,327</td>
</tr>
</tbody>
</table>

Note 7 - The benefits on the incremental wages was calculated based on the highest benefit percentages from the budget worksheet provided by Grey County.

<table>
<thead>
<tr>
<th>Benefit</th>
<th>Incremental Wages</th>
<th>% of Wages</th>
<th>Total Incremental Benefit Impact</th>
</tr>
</thead>
<tbody>
<tr>
<td>CPP</td>
<td>$ 667,327</td>
<td>4.68%</td>
<td>$ 32,767</td>
</tr>
<tr>
<td>EI</td>
<td>$ 667,327</td>
<td>2.37%</td>
<td>$ 16,323</td>
</tr>
<tr>
<td>WSIB</td>
<td>$ 667,327</td>
<td>1.45%</td>
<td>$ 9,686</td>
</tr>
<tr>
<td>OMERS</td>
<td>$ 667,327</td>
<td>9.08%</td>
<td>$ 62,409</td>
</tr>
<tr>
<td>EH</td>
<td>$ 667,327</td>
<td>1.65%</td>
<td>$ 13,403</td>
</tr>
</tbody>
</table>

Note 8 - Group Benefits have been adjusted by 15% to represent the increase in benefits expected related to the incremental staff.

Note 9 - Per Grey County, Account 54087 - Exceptional Circumstances should be removed from the budget.
To: Warden Halliday and Members of Grey County Council  
Committee Date: April 26, 2018  
Subject / Report No: PSR-CW-05-18  
Title: SAVE and Paramedic eNotification Program Information  
Prepared by: Kevin McNab  
Reviewed by: Kim Wingrove, Kevin Weppler  
Lower Tier(s) Affected: All  
Status: Recommendation

1. That Report PSR-CW-05-18 regarding the SAVE and Paramedic eNotification program be received and that County staff continue to work with community partners to develop and implement electronic solutions to improve emergency response and patient care.

Executive Summary
Staff continually works to improve system service delivery and the implementation of the SAVE and eNotification programs will further allow us the ability to do so.

The SAVE application is designed to provide a series of mapping layers intended to assist medical and emergency response agencies in locating and responding to vulnerable populations during extreme crisis and/or disaster situations.

eNotification is a web-service interface that enables participating LHIN’s to be notified of active LHIN clients who meet certain criteria and are visited by paramedic services, present to a hospital emergency department, or are admitted to or discharged from hospital.

On February 28th, 2018 Grey County Paramedic Services, the South West Local Health Integration Network (SWLHIN) and Interdev Technologies (vendor for paramedic services patient care records) initiated the first pilot through eNotification which enables the bi-directional sharing of personal health information between paramedic services and the circle of care.

Background and Discussion
The purpose of this report is to provide information on two software applications that will improve emergency response and patient care within the County of Grey and across the
Province of Ontario. Staff continually works to improve system service delivery and the implementation of the SAVE and eNotification programs will further allow us the ability to do so.

1) SAVE (Situational Awareness of Vulnerable Populations During a Crisis or Evacuation)

Project Overview

There have always been vulnerable populations but the number has increased due to an aging population and medical advances that have patients living longer in their own home with more complex medical needs. Over the past number of years healthcare agencies have been moving towards a “providing healthcare at home” model. The movement has been for people to stay at home as long as possible. Some of these people may require special assistance depending on the nature of the emergency or event.

Examples of people or situations that may require additional assistance in an emergency:

- Ambulation problems
- Lack of social support (friends and family)
- Home oxygen
- Home dialysis
- Home ventilators
- More technology on the way (eg. LVADs) Left Ventricular Assist Device

The decentralization of healthcare into people’s homes presents a significant situational awareness problem for emergency management organizations during a crisis (extended power outage, extreme temperatures) or disaster (hazardous material incident, wild fires, tornado, etc.).

The SAVE application is designed to provide a series of mapping layers intended to assist medical and emergency response agencies in locating and responding to vulnerable populations during extreme crisis and/or disaster situations. The vulnerable population may be very capable of living alone normally but may require assistance evacuating or dealing with extreme heat or power outages. The first step is to identify the vulnerable population and to understand their requirements for assistance during a disaster.

Capabilities of SAVE Platform

The SAVE platform has the capability of registering of vulnerable persons, volunteers and resources, tracking of emergency services (paramedic, police and fire services with software installed), tracking of County staff, map of impacted area, logging of actions taken and Twitter Feed monitoring.

The application assists in major disasters by improving the situational awareness in these stages by:

1. Geo-locating vulnerable populations and identifying their special needs, during a disaster.

Databases of vulnerable populations like the one that exists with the SWLHIN have the ability to
be imported into the SAVE application in a real emergency. An individual or their family member can also register into the SAVE application as a vulnerable person indicating their needs in an emergency.

2. Geo-locating available physical and human resources to aid the vulnerable population. These can be volunteers who will assist over and above the services of first responders.

3. Facilitate the coordination of providing the needed aid to the vulnerable populations for the given situation through first responders, volunteer resources and organizations. First responders will have direct access to the SAVE application and information on assistance required in their vehicles.

4. Facilitate the monitoring of aid being provided to track appropriate metrics.

5. Include live feeds from social media sites such as Twitter – an important source of real time on the ground information during a disaster.

Funder Information

The SAVE project is funded by The Canadian Safety and Security Program (CSSP) which is a federally-funded program led by Defence Research and Development Canada’s Centre for Security Science (DRDC CSS), in partnership with Public Safety Canada.

Launched in 2012, CSSP’s collaborative model fosters, through different mechanisms, innovative science and technology advancements that contribute to the safety and security of Canadians. In order to sustain growth DRDC CSS works domestically and internationally in partnership with government, industry, and academia.

The Canadian Safety and Security Program’s (CSSP) mission is to strengthen Canada’s ability to anticipate, prevent, mitigate, prepare for, respond to, and recover from natural disasters, serious accidents, crime and terrorism through the convergence of science and technology with policy, operations, and intelligence.

Involved Agencies and Partners

- County of Grey – Emergency Management and Paramedic Services
- County of Lambton
- County of Essex
- Interdev Technologies
- Southwest Local Health Integration Network (SWLHIN)
- Canadian Safety and Security Program (CSSP)

SAVE Emergency Exercise

County staff will be testing the SAVE application in a simulated emergency environment on May 11th, 2018. Multiple local partners will be involved in the exercise including emergency management, paramedic services, social services, transportation services, SWLHIN, homecare, hospitals and other interested emergency services.
SAVE Program Evaluation

During emergency exercises, observations will be made in the use of the application and during a post exercise debrief, feedback will be solicited regarding the application and suggestions for changes and improvements.

When all three participating County exercises are complete all required feedback for improvement will be gathered to ensure that the necessary changes are made. During the final implementation and training phase the developers will go over changes to the application with the users from each agency, and solicit final feedback which will be incorporated into the project wrap up report to CSSP.

Availability of program after initial testing

The County of Grey is a project stakeholder and a participating agency for the SAVE project and as part of the project, the County of Grey will receive the SAVE application for the purpose of running simulations/exercises.

After the Grey County exercise it is not intended that the application will be production ready. However it could be used for further testing and used as a ‘beta’ product until it is ready for production. Feedback from all exercises will be used to improve the application. During the project close out phase in December the application will be ready for production.

2) Paramedic eNotification

Project Overview

Traditionally paramedic services across Ontario have been unable to share medical information with the Provincial circle of care agencies like the LHIN’s, hospitals, community care, primary care etc. Grey County Paramedic Services has been working with the SWLHIN for the past 4 years to make a connection with the circle of care to enable bi-directional sharing of personal health information. On February 28th, 2018 Grey County Paramedic Services, the South West Local Health Integration Network (SWLHIN) and Interdev Technologies (vendor for paramedic services patient care records) initiated the first pilot through eNotification which enables the bi-directional sharing of personal health information between paramedic services and the circle of care.

CHRIS (Client Health Related Information System) & eNotification

In the province of Ontario there are 14 LHIN’s each with their own distinct geographies. The LHIN’s use a technology tool called the Client Health Related Information System (CHRIS). CHRIS was developed by Health Shared Services Ontario (HSSO) (provincially owned) and is capable of providing information and referral services, care coordination services and has applications for the LHIN to communicate with external parties and other integrations like eNotification and eReferral. eNotification is a web-service interface that enables participating LHIN’s to be notified of active LHIN clients who meet certain criteria and are visited by paramedic services, present to a hospital emergency department, or are admitted to or discharged from hospital. The specific technology has been running provincially in hospitals for
well over three years allowing emergency departments across the province to know in real time if the patient presenting in the emergency department is a LHIN patient.

These eNotifications have been used by the LHIN to alert care coordinators in real time if a patient of the LHIN is in the emergency department (send a hospital care coordinator to investigate) and to turn off services going to the patient home (reduces not seen not found) until they return back to their home. Recently these same Hospital eNotifications have been forwarded to Ontario MD’s hospital report manager which in turn can be passed to participating primary care physicians via their electronic medical record vendors (Practice Solutions/ Accuro). Paramedic eNotifications now have been added to the pre-existing Hospital eNotifications suite in CHRIS which include 1) patient transported to hospital, 2) patient not transported to hospital, 3) patient deceased and the plan is to channel these eNotifications to the circle of care via Ontario MD hospital report manager, the LHIN health partner gateway and the virtual private tunnels between LHIN and Hospital.

Opioid Events

Prior to launching Paramedic eNotifications on February 28th, 2018 a request was made by Paramedic Chiefs provincially to include real time opioid event codes in with the Paramedic eNotifications. This additional feature identifies when an Opioid event is occurring in real time and is communicated out to the circle of care. When an Opioid call occurs in Grey County it is identified as an event code and added into the eNotification alert allowing participating clinicians inside circle of care to be aware. In addition, for clinicians not able to access Opioid information online an email feature was approved to send the alert via email to participants wishing this information (i.e. Public Health Officers).

Statistically at approximately six weeks into the Grey Paramedic Services eNotification pilot, the SWLHIN has received approximately 1,750 Paramedic eNotifications, 387 eNotifications are a match to LHIN patients and five Opioid events have been identified to have occurred. Generally speaking 20% of all Grey County Paramedic Services calls have LHIN patients and less than 1% of these calls reflect an Opioid event.

Future Development

Looking ahead Hospital/EMS eNotifications will be linked to help better reflect the emergency as it occurred. Potential uses include investigating and reporting, understanding workflows, connecting call volumes, determining falls and lift assists that required transporting versus not transported, identifying not only opioid overdose events but non opioid overdose events, alerting of febrile incidents and infectious diseases in the community etc. There will also be opportunities for single sign on between participating applications and tools with better methods for connecting data and more bi-directional sharing of information. Bi-directional sharing of personal health information will greatly improve patient care in the prehospital, hospital and community settings.

Legal and Legislated Requirements

The County of Grey will ensure that the use of the SAVE application will follow all rules surrounding the Personal Health Information Protection Act. A component of the SAVE
program development is to ensure all privacy rules are followed. In November 2017, a Privacy Impact Assessment was completed for the use of the SAVE application.

The County of Grey and the Southwest LHIN have a data and network sharing agreement which allows for the sharing of personal health information.

Financial and Resource Implications

The eNotification pilot and the sharing of vulnerable patient information to the SAVE program are specific to County of Grey and the SW LHIN. The plan is to use this work as a pilot for a provincial paramedic solution. Upon a successful pilot between Grey County and the SW LHIN work will begin with the HSSO and the Ministry to formalize a more robust legal agreement framework, allowing the pilot work to expand rapidly across the province. The anticipated expansion will allow the sharing of information between the County of Grey and the North Simcoe Muskoka and Wellington Waterloo LHIN’s.

The County of Grey will receive $63,800 to fund the purchase of computers and docking stations to be utilized in the testing of the SAVE application. As new computers and docking stations were purchased in 2017 these funds will be transferred at year-end to the Paramedic Services reserve that is utilized for equipment/vehicle purchases. These unbudgeted funds will benefit the reserve and assist in funding future purchases.

Relevant Consultation

☐ External:

☒ Internal: CAO, Corporate Services, Transportation Services, Social Services

Appendices and Attachments

None
Recommendation

1. That Report PDR-CW-15-18 regarding a lease renewal with Sahara Garden Centre be received; and

2. That a by-law be prepared for Council's consideration authorizing the Warden and Clerk to sign a lease/license renewal agreement with Sahara Garden Centre for a portion of the former CP Rail lands located directly south east of Plan 15, Lots 10 and 11, located in the Municipality of Grey Highlands.

Executive Summary

In 2008, the County entered into a 10 year lease agreement with Sahara Gardens to lease a portion of the former CP rail lands directly south east of Plan 15, Lots 10 and 11, in the Municipality of Grey Highlands. The agreement required Sahara Gardens to install a fence to separate the leased lands with the CP Rail Trail and to also relocate a gate on the CP Rail Trail further south. Sahara Gardens is interested in renewing the lease agreement for another 10 years. The current lease agreement expires on May 15, 2018. A draft lease/license renewal agreement is attached for Council's consideration.

Background and Discussion

In 2008, the County entered into a 10 year lease agreement with Sahara Garden Centre, which is operated by Cathy Saharevich, to lease a portion of the former CP Rail lands located directly southeast of Plan 15, Lots 10 and 11, in the Municipality of Grey Highlands (see Map 1). Sahara Garden Centre is located in the community of Ceylon and is directly south of Grey Road 4 and west of the CP Rail Trail. The lands are used primarily for storing landscape material associated with the business.
There were a number of options discussed with Committee as part of the original lease agreement. What was decided by Council in 2008 was that the lands would be leased to
Sahara Gardens for two dollars annually and that Sahara Gardens was responsible for installing a fence to separate the leased lands from the CP Rail Trail portion and to also relocate a gate on the CP Rail Trail further south on the trail. It should be noted that the fence that was installed does not impact the use of the trail. Below are links to previous reports regarding this matter:

CCR-PCD-47-06
CCR-PCD-38-07
CCR-PCD-25-08

Sahara Gardens is interested in entering into a lease renewal agreement based on the same terms and conditions for another 10 year period. The agreement has been reviewed through the County agreement review process and there are some recommended revisions to the agreement. One revision is to update the language regarding the fence that was installed by Sahara Gardens and requiring them to maintain the fence in its current location. There was also some minor changes suggested to the insurance requirements. There was also some language in the previous agreement indicating that there could be compensation provided by the County if the County decided to end the Lease within the first 4 years. This compensation section has been removed as we are now into year 10 of the original lease. The agreement has also been revised to distinguish between the Leased Premises (lands shown in red on Map 1) and the Licensed Premises (lands shown in green on Map 1). The Leased Premises are the lands that are leased by Sahara Gardens where landscape materials are stored. The Licensed Premises are lands where a ‘non-exclusive’ license is granted to Sahara Gardens to access the leased portion of the property in accordance with Section 6.02 of the Lease/License Agreement.

The following is a summary of some of the other key items in the lease/license agreement:

- Sahara Gardens is responsible for paying any property taxes attributable to the leased premises.
- Any building, structure and any other work of a physical character on the leased lands requires the written consent of the County.
- Sahara Gardens is responsible for any damage to the leased and licensed premises or any buildings or improvements on the leased lands.
- Both parties can terminate the lease/license by giving one (1) years written notice to the other party.
- An indemnification clause indicating that Sahara Gardens shall indemnify the County against any and all claims, liens, etc. in respect of the leased/licensed premises.

Attached is a revised draft lease/license agreement for Council’s consideration.

**Legal and Legislated Requirements**

The original lease agreement was reviewed and prepared by legal. The updated draft lease/license renewal agreement has been reviewed through the agreement review process with some minor edits suggested. A draft of the agreement was sent to Sahara Gardens and they are satisfied with the suggested edits.
Financial and Resource Implications

Should there be any property tax increases associated with the commercial use on the Leased Premises, Sahara Gardens would be responsible for paying these taxes. Sahara Gardens would also be responsible for maintaining the fence in a state of good repair and for any damage to the Leased Premises/Licensed Premises. There are no other financial or resource implications for Grey County.

Relevant Consultation

☒ Internal – Clerks, Agreement Review Staff
☒ External – Sahara Gardens

Appendices and Attachments

*Lease/License Agreement with Schedule A*
THIS LEASE/LICENSE
Made this ______ day of ______________________.

BETWEEN:
Corporation of the County of Grey
(hereinafter called the “Landlord”)

OF THE FIRST PART

AND;
Cathy Saharevich carrying on business as Sahara Garden Centre
(hereinafter called the “Tenant”)

OF THE SECOND PART

ARTICLE 1.01- LAND
In consideration of the rents, license fees, covenants, and agreements hereinafter reserved and contained on the part of the tenant, to be paid, observed and performed, the Landlord, being registered as owner of that parcel of land and premises located in the Municipality of Grey Highlands, County of Grey; in the Province of Ontario, being composed of a square shaped parcel of land containing a total of twenty one thousand four hundred and forty (21,440) square feet, more or less, (hereinafter called “the Leased Premises”) as shown outlined in red on a plan attached hereto as Schedule “A” and forming part hereof, leases to the Tenant the Leased Premises, and grants a non-exclusive license to the Tenant for the use of the Landlord’s premises adjacent to the Leased Premises which may consist of roadways or rights-of-way which measures approximately fourteen thousand two hundred and fifty (14,250) square feet, more or less, as shown outlined in green on Schedule “A”, and hereinafter referred to as “the Licensed Premises” subject to the following terms, covenants and conditions:

SAVING AND RESERVING to the Landlord or its agent the right to use any part of the Leased Premises not actually covered by any building or structure hereinafter mentioned, and of access to enter for such purposes the whole of the Leased Premises without liability on the part of the Landlord to pay for compensation or damages respecting any damage resulting from the exercise of these rights.

ARTICLE 1.02- ADJUSTMENT OF DESCRIPTION
If any time during the Term of this Lease/License, the Leased Premises are surveyed and the area of the Leased Premises is found to be smaller or greater than described herein, the Landlord shall have the right, if it so desires, to adjust the area and description of the Leased Premises and the rental hereinafter reserved shall be accordingly adjusted.

ARTICLE 2.01-TERM
To have and to hold the Leased Premises, and a non-exclusive license to use the Licensed Premises for the purposes described in Article 6.02, for and during the term of ten (10) years less a day commencing the Fifteenth day of May, 2018 and from thenceforth next ensuing and to be fully complete and ended on the Fifteenth day of May, 2028 (herein called the “Term”).

ARTICLE 2.02-RENTAL PAYMENT AND LICENSE FEES
The Tenant shall pay to the Landlord, its successors and assigns, without any deduction, set off, or abatement whatsoever, yearly and every year or portion thereof during the Term the sum of Two Dollars ($2.00) of lawful money of Canada, payable in yearly installments of Two Dollars ($2.00) each in advance on the first day of each lease/license year during the Term of the Lease/License, the first payment to be made on the Fifteenth Day of May, 2018. In addition, Tenant shall pay to Landlord, its successors and assigns, any applicable Goods and Services Tax (being the tax imposed pursuant to the Excise Tax Act (Canada)) and similar taxes or levies.

ARTICLE 2.03-INTEREST
If the Tenant fails to pay when due and payable any rent, license fees, additional rent or other sum required to be paid by the Tenant to the Landlord pursuant to this Lease/License, the unpaid amounts shall bear interest from the due date thereof to the date of payment at the rate of Five per cent (5%) per annum payable monthly (or if such rate of interest shall become unlawful, at the maximum rate permitted by law).

ARTICLE 2.04-CONTINUATION
Provided that the Tenant shall not be in default of any of the terms, covenants and conditions
herein contained at the expiration of the Term of this Lease/License, the Lease/License shall continue in force from year to year as a yearly Lease/License upon the same terms, covenants and conditions as are contained in this Lease/License.

Provided further that should this Lease/License continue in force as a yearly Lease/License as herein provided, then the rent/license fees payable for the first year of such yearly Lease/License will be determined by increasing the annual rent/license fees stipulated in Article 2.02 by Two (2%) per cent and rounded off thereafter to the nearest dollar and rent/license fees payable for each Lease/License year thereafter will be determined by increasing the rent/license fees payable for the immediate preceding Lease/License year by Two (2%) percent and rounded off thereafter to the nearest dollar. If in any Lease/License year during the period that this Lease/License is a yearly Lease/License, the Landlord determines that the fair market rental value of the Leased Premises is greater than the rent/license fees so calculated for that Lease/License year, then the rent/license fees payable for that Lease/License year shall be such fair market rental value.

ARTICLE 2.05-TERMINATION

Notwithstanding any other provision of this Lease/License, this Lease/License may be terminated at any time, by either party giving one (1) year’s written notice of termination to the other party without liability to such other party for damages or compensation by reason of such termination.

ARTICLE 3-USE

The Leased Premises shall be used and occupied by the Tenant, in a lawful manner, solely for the purpose of sites to maintain garden centre stock thereon, and that except as herein permitted no goods of an environmentally hazardous, explosive, dangerous or inflammable nature or character shall be stored in or upon the Leased Premises, without the written consent of the Landlord, nor shall the Leased Premises be used in any way which the Landlord considers objectionable.

ARTICLE 4-ASSIGNMENT

The Tenant shall not assign this Lease/License in whole or in part, nor sublet all or any part of the Leased Premises, nor mortgage, or encumber this Lease/License or the Leased Premises or any part thereof, nor suffer or permit the occupation of all or any part thereof by others without the written consent of the Landlord.

ARTICLE 5-TAXES

The Tenant shall pay the real property taxes attributable to the Leased Premises when due, and the Tenant shall pay when due all other taxes, rates, duties, local improvements and assessments and other charges that may be levied, rated, charged or assessed against all improvements, equipment and facilities of the Tenant on or in the Leased Premises, and every tax and license fee in respect of any and every business carried on thereon or therein or in respect of the use or occupancy thereof by the Tenant (and any and every subtenant or licensee), whether the taxes, rates, duties, local improvements, assessments and license fees are charged by a municipal, parliamentary, school or other body during the Term, and will indemnify and keep indemnified the Landlord from and against payment for all loss, costs, charges and expenses occasioned by, or arising from any and all such taxes, rates, duties, local improvements, assessments, license fees, and any and all taxes which may be in future be levied in lieu of such taxes, and any such loss, costs, charges and expenses suffered by the Landlord may be collected by the Landlord as rent with all rights of distress and otherwise as reserved to the Landlord in respect of rent in arrears.

ARTICLE 6.01- TENANT NOT TO CONSTRUCT WITHOUT LANDLORD’S CONSENT

The Tenant shall not construct, erect or place, or cause to be constructed, erected or placed on the Leased Premises, including but not limited to, any building, structure, and any other work of a physical character (hereinafter referred to as “improvements”), without the written consent of the Landlord and if required by the Landlord, the Tenant shall submit to the Landlord all plans and specifications for the improvements. Any making of such improvements without the prior written consent of the Landlord shall constitute a breach of this covenant, in which event, the Landlord may, in its sole discretion, immediately terminate this Lease/License, and the Landlord shall not be liable to the Tenant for any damages or compensation by reason of such termination.

ARTICLE 6.02- ROADWAYS/RIGHTS-OF-WAY (THE LICENSED PREMISES)

(a) It is understood and agreed that the Licensed Premises, as shown in Schedule “A” may consist of roadways or rights-of-way used by third parties for the purpose of gaining access to adjoining land, including the CP Rail Trail. It is further acknowledged that third party access may be gained by way of a variety of methods including but not necessarily limited to by vehicles and
on foot, as permitted on the CP Rail Trail. Included in the License fee the Landlord grants a non-exclusive license to the Tenant to use such roadways or rights-of-way for the purpose of accessing the Leased Premises. The Landlord imposes the obligation upon the Tenant to ensure that such usage by the Tenant is reasonable at all times, and that the Tenant shall not use the Licensed Premises for storage or parking, but that the Licensed Premises shall be kept clear at all times for vehicular and pedestrian traffic.

(b) The Tenant acknowledges that the Licensed Premises may be part of a snowmobile trail between November 1 – March 31 of any year throughout the Term. The Tenant is not permitted to perform snow removal/winter maintenance on the Licensed Premises; nor shall the Landlord be responsible for the removal of snow from such roadways or right-of-ways on the Licensed Premises.

ARTICLE 6.03-EASEMENTS

It is further understood that all or a portion of the Leased Premises may be subject to the existence of or may later become subject to the existence of easements for power, telephone or communications’ equipment such as fibre optic cable or easements for drains, sewers, pipes and subsurface structures or any other type of easement and the Tenant agrees to allow any and all personnel to enter upon the Leased Premises for the purpose of repairing and maintaining such power, telephone lines, drains, sewers, pipes and subsurface structures or for the purpose of doing those things which may arise from the grant of any easement which burdens the Leased Premises.

ARTICLE 6.04-FENCING

Currently on or near the Leased Premises, as shown in the attached Schedule “A”, there is a now-existing page wire fence which was erected by the Tenant and for which the Tenant will be responsible to maintain in its current location, unless otherwise required or approved by the Landlord, acting reasonably. There is also a gate which was erected by the Landlord and for which the Landlord will continue to be responsible to maintain.

ARTICLE 7.01- REPAIR OF LEASED PREMISES AND LICENSED PREMISES

(a) The Tenant shall during the Term sufficiently repair and maintain and keep the Leased Premises and the improvements erected or to be erected thereon in good and substantial repair at its own cost and expense, and in the event of the destruction thereof by fire or otherwise, shall immediately rebuild the same, and shall whenever required by the Landlord, have all buildings painted to the satisfaction of the Landlord. The Tenant shall be responsible for any damage to the Leased Premises or any buildings or improvements on the Leased Premises that may occur during the Term of this Lease/License or during any renewal thereof.

(b) Throughout the Term, the Tenant shall always leave the Licensed Premises in the same condition as it was at the onset of the Term. Should the Tenant cause any damage to the Licensed Premises, it shall notify the Landlord immediately. The Landlord shall cause the repairs to be made and shall notify the Tenant at the earliest convenience and invoice the Tenant for the cost of the repairs, which the Tenant shall be responsible to pay in full.

(c) Throughout the Term, should the Tenant notice that the Licensed Premises becomes in a state of disrepair through no fault of its own, it shall notify the Landlord of the condition immediately.

ARTICLE 7.02-SURRENDER OF PREMISES

(a) The Tenant shall, prior to the expiration or sooner determination of the Term, unless otherwise required by the provisions of Article 7.02 (b), demolish and remove from the Leased Premises all buildings (including foundations), improvements and fixtures as well as any chattels located thereon and fill and compact all excavations thereon with gravel or clean fill and at the expiration or sooner determination of the Term, peaceably surrender and yield up to the Landlord, the Leased Premises in a neat, clean and level condition free and clear of all contamination, waste material, debris and rubbish all to the reasonable satisfaction of the Landlord and the Tenant shall make good any and all damages caused by such demolition, removal, filling and compacting.

(b) Notwithstanding the provision of Article 7.02 (a), the Landlord shall have the right by notice in writing given to the Tenant at any time prior to the expiry date or earlier termination of this Lease/License, to require the Tenant to leave on the Leased Premises any buildings, (including foundations), improvements and fixtures located thereon and to otherwise require the Tenant to peaceably surrender and yield up to the Landlord the Leased Premises in a neat and clean condition, free and clear of all contamination, waste material, debris and rubbish, and upon such expiry date or earlier termination of this Lease/License the said buildings (including foundations),
improvement and fixtures, all of which the Tenant shall surrender in good repair and condition and in a sound structural state, shall become the absolute property of the Landlord.

(c) If the Tenant fails to demolish and remove pursuant to Article 7.02 (a) or fails to peaceably surrender and yield up the Leased Premises in a neat, clean and level condition, as required pursuant to Article 7.02 (a) or in a neat and clean condition, as required pursuant to Article 7.02 (b), then the Landlord, in its sole discretion, may carry out such work and the Tenant shall pay to the Landlord all costs and expenses incurred in so doing, and the Landlord shall be entitled to recover from the Tenant the costs thereof together with a fee for supervision of carrying out such work in an amount equal to ten percent (10%) of the costs of so doing. The Tenant’s obligations to observe or perform this covenant shall survive the expiration or other termination of this Lease/License.

ARTICLE 8.01-COMPLIANCE WITH STATUTES AND REGULATIONS

The Tenant shall, in the construction, location and operation of any buildings or other improvements erected or to be erected on the Leased Premises, and in the use of the Leased Premises observe and fully comply with any and all applicable federal, provincial or municipal statutes, regulations, orders or by-laws, now or hereafter in force.

ARTICLE 8.02-COMPLIANCE WITH ENVIRONMENTAL LAWS

(1) The Tenant agrees that it:

(a) shall not receive, handle, use, store, treat, ship or dispose of any environmental contaminants (as established from time to time by applicable legislation or regulation or by-law) except in strict compliance with all applicable environmental, health or safety laws, regulations, order or approvals; and

(b) will remove prior to the end of the Term, from and off the Leased Premises all environmental contaminants.

(2) The Tenant agrees that it shall not release into the environment, or deposit, discharge, place, or dispose of at, on or near the Leased Premises or the adjacent Landlord’s premises any hazardous or toxic materials, substances, pollutants, contaminants or wastes as a result of any operations conducted by it.

(3) The Tenant further agrees that the Leased Premises, nor the adjacent Landlord’s premises shall at no time be used by any person as a landfill or waste disposal site unless otherwise provided by this Lease/License.

(4) For further certainty, the Landlord acknowledges that the Leased Premises may have existing hazardous or toxic materials, substances, pollutants, contaminants or wastes from the use of the premises by a previous owner and, therefore, the Tenant shall in no way be responsible for any pre-existing condition found on the premises for any condition that was already in existence at the time the Tenant took occupation of the Leased Premises.

ARTICLE 9-LANDLORD MAY PERFORM CONVENANTS

If the Tenant fails to perform any of the covenants, or obligations of the Tenant under this Lease/License, the Landlord in addition to its rights under this Lease/License may from time to time at its discretion perform or cause to be performed any of the covenants, or obligations, and for that purpose may do such things as may be requisite, including, without limitation, enter upon the Leased Premises on not less than five (5) days’ prior notice to the Tenant or without notice in the case of an emergency and do such things upon or in respect of the Leased Premises and/or the adjacent Landlord’s premises as the Landlord may consider requisite or necessary. All expenses incurred and expenditures made by or on behalf of the Landlord under this Article plus ten per cent (10%) for overhead will be paid by the Tenant upon presentation of a bill therefore, as additional rent. The Landlord will have no liability to the Tenant for loss or damages resulting from such action by the Landlord.

ARTICLE 10.01-RIGHT TO RE-ENTER

If the Tenant fails to pay rent or license fees when due or fails to perform any other of the terms, conditions or covenants of this Lease/License to be observed or performed by the Tenant, or if re-entry is permitted under any other terms of this Lease/License, then the Landlord in addition to any other right or remedy it may have, will have the right of immediate re-entry and may remove all persons and property from the Leased Premises and the property may be removed and stored in a public warehouse or elsewhere at the cost of, and for the account of the Tenant, all without service of notice or resort to legal process and without being deemed guilty of trespass, or becoming liable for loss or damage occasioned thereby.
ARTICLE 10.02-BANKRUPTCY OF TENANT

If the Term or any of the goods and chattels or improvements of the Tenant on the Leased Premises at any time during the Term are seized or taken in execution or attachment by a creditor of the Tenant, or if the Tenant or a guarantor or indemnifier of this Lease/License, makes an assignment for the benefit of creditors or a bulk sale from the Leased Premises or becomes bankrupt or insolvent or takes the benefit of a Statute now or hereafter in force for bankrupt or insolvent debtors, or if an order is made for the winding-up of the Tenant, or if the Tenant abandons or vacates or attempts to abandon or vacate the Leased Premises or sells or disposes of goods or chattels, or the improvements, if any, of the Tenant or removes them or any of them from the Leased Premises so that there would not in the event of abandonment, vacating, sale or disposal, be sufficient assets on the Leased Premises subject to distress to satisfy all rentals due or accruing due hereunder, then and in every such case, in addition to the remedies herein provided, the then current month’s rent/license fees and the next ensuing three (3) months’ rent/license fees (i.e., three-twelfths (3/12) of the next preceding year’s rental) immediately will become due and payable and the Landlord may re-enter and take possession of the Leased Premises as though the Tenant or the servants of the Tenant or any other occupant of the Leased Premises were holding over after the expiration of the Term and the Lease/License, at the option of the Landlord will forthwith become forfeited and determined. In every one of the cases above mentioned the accelerated rent/license fees will be recoverable by the Landlord in the same manner as the rents/license fees hereby reserved and as if the rents/license fees were in arrears and the option will be deemed to have been exercised if the Landlord or its agents give notice to that effect to the Tenant.

ARTICLE 10.03-RIGHT TO REL ET

Should the Landlord re-enter, as herein provided, it may either terminate this Lease/License or it may from time to time without terminating the Tenant’s obligations under this Lease/License, make alterations and repairs considered by the Landlord necessary to facilitate a reletting, and relet the Leased Premises or any part thereof for such term or terms (which may be for a term extending beyond the Term) and at such rental or rentals and upon such other terms and conditions as the Landlord in its reasonable discretion may deem advisable; upon each reletting all rentals received by the Landlord from the reletting will be applied first to the payment of any indebtedness other than rent/license fees due hereunder from the Tenant to the Landlord; second, to the payment of any costs and expenses of the reletting including brokerage fees and solicitor fees and of costs of the alterations and repairs; third, to the payment of rent/license fees due and unpaid hereunder; and the residue, if any, will be held by the Landlord and applied in payment of future rent/license fees as it becomes due and payable hereunder. If the rent received from the reletting is less than the rent/license fees to be paid hereunder by the Tenant, the Tenant will pay the deficiency to the Landlord. The deficiency will be calculated and paid annually. No re-entry by the Landlord will be construed as an election on its part to terminate this Lease/License unless a written notice of that intention be given to the Tenant. Despite a reletting without termination the Landlord may at any time thereafter elect to terminate this Lease/License for the previous breach. Should the Landlord at any time terminate this Lease/License for any breach, in addition to any other remedies it may have, it may recover from the Tenant all damages it may incur by reason of the breach, including the cost of recovering the Leased Premises, reasonable legal fees, and the worth at the time of termination of the excess, if any, of the amount of rent/license fees and charges equivalent to rent/license fees reserved in this Lease/License for the remainder of the Term over the then reasonable rental value of the Leased Premises for the remainder of the Term, all of which amounts will be immediately due and payable from the Tenant to the Landlord.

ARTICLE 10.04-LEGAL EXPENSES

If the Landlord brings an action to recover possession of the Leased Premises or to recover rent/license fees or other money due under this Lease/License, or to enforce any covenant or condition of this Lease/License, and the action is successful, or if because of the breach of any other covenant on the part of the Tenant to be kept or performed, a breach is established, the Tenant will pay to the Landlord all expenses incurred therefor, including the Landlord’s reasonable fees incurred in any such action and in any successful appeals from a judicial decision made in such action. The Tenant will further pay all reasonable and legal fees and disbursements incurred in any appeals from municipal assessments relating to the Leased Premises.

ARTICLE 10.05-WAIVER OF DISTRESS

In case of removal by the Tenant of the goods and chattels of the Tenant from the Leased Premises, the Landlord may follow them for one (1) year. The Tenant covenants with the
Landlord in consideration of the premises and of leasing and letting by the Landlord to the Tenant of the Leased Premises for the Term, and it is upon that express understanding that this Lease/License is entered into that notwithstanding anything contained in any Statute in force limiting or abrogating the right of distress or any successor statute, none of the goods and chattels of the Tenant during the Term on the Leased Premises is exempt from levy by distress for rent/license fees in arrears by the Tenant and that upon a claim being made for exemption by the Tenant or on distress being made by the Landlord, this covenant and agreement may be pleaded as an estoppel against the Tenant in an action brought to test the right to levy upon any goods named as exempted in such Statute or amendment or amendments thereto, the Tenant waiving, as it does every benefit that could have accrued to the Tenant under or by virtue of any such Statute or any amendment or amendments thereto but for this covenant.

ARTICLE 11-RIGHT OF ENTRY
The Landlord, its agents or servants, may at all times enter upon the Leased Premises, or enter any building or improvement situate thereon for the purpose of viewing the state of repair, conditions and use of the Leased Premises, or to perform any work or repair thereon, or to show the Leased Premises to prospective purchasers, mortgagees, or tenants or to exercise any of the rights or obligations of the Landlord under this Lease/License.

ARTICLE 12-SUBORDINATION AND ATTORNMENT BY TENANT TO MORTGAGEE
This Lease/License is subordinate to all mortgages (including any deed of trust and mortgage securing bonds and all indentures supplemental thereto) which now affect the Leased Premises and to all renewals, modifications, consolidations, replacements and extensions thereof. Subject to the proviso contained in this sentence the Tenant agrees to subordinate this Lease/License to all mortgages (including any deed of trust and mortgage securing bonds and all indentures supplemental thereto) and to all renewals, modifications, consolidations, replacements and extensions thereof which may hereafter affect the Leased Premises and to execute promptly a document in confirmation of the subordination if requested by the Landlord, and hereby constitutes the Landlord, the agent or attorney of the Tenant for the purpose of executing the document and of making application at any time and from time to time to register postponements of this Lease/License in favour of any such mortgage, provided that the mortgagee (or trustee) agrees in writing that if the mortgagee (or trustee) becomes a mortgagee in possession or takes action to realize the security of the mortgage the Tenant may attorn to the mortgagee (or trustee) as a tenant upon all the terms of this Lease/License and continue in occupation of the Leased Premises unless and until this Lease/License is terminated by passage of time or by action taken because of a default of the Tenant.

ARTICLE 13-CONSTRUCTION AND BUILDER’S LIEN
The Tenant shall not suffer or permit any construction or builder’s lien or similar lien to be filed or registered against the Leased Premises. If such lien shall at any time be filed or registered the Tenant shall procure its discharge within twenty (20) days after the lien has come to the notice of the Tenant, provided however, that if the Tenant desires to contest in good faith the validity of the lien and shall have so notified the Landlord, and if the Tenant shall have deposited with the Landlord or paid into the Court to the credit of any lien action the amount of the lien claimed plus a reasonable amount for costs, then the Tenant may defer payment of such lien claim for a period of time sufficient to enable the Tenant to contest the claim with due diligence, provided always that neither the Leased Premises nor the Tenant’s leasehold interest therein shall thereby become liable to forfeiture or sale. The Landlord may, in its sole discretion, discharge any lien filed or registered at any time against the Leased Premises, and any amount paid by the Landlord in so doing together with all reasonable costs and expenses of the Landlord including its legal fees shall be paid to the Landlord by the Tenant on demand.

ARTICLE 14.01-INDEMNIFICATION OF LANDLORD
The Tenant shall indemnify and save harmless the Landlord from and against any and all claims, liens, demands, awards, judgments, actions and proceedings by whomsoever made, brought, filed or prosecuted, arising out of this Lease/License and in respect of loss or damage to or destruction of property or personal injuries, including death, and from and against any and all loss of, damage to or destruction of property and expenses and costs suffered or incurred by the Landlord by reason of the act, omission, negligence or misconduct of the Tenant or any assignee or subtenant or its and their servants, agents, invitees and licensees or any of them while in the course of exercising any right, licence or privilege or doing anything which is required or permitted by reason of this Lease/License.

ARTICLE 14.02-LOSS AND DAMAGE
The Landlord shall not be liable for death or injury or damage to property of the Tenant or of others located on the Leased Premises, nor for the loss of or damage to any property of the Tenant or of others by theft or otherwise from any cause whatsoever except by the negligence of the Landlord.

ARTICLE 14.03-ENVIRONMENTAL INDEMNIFICATION

The Tenant shall and does indemnify and save harmless the Landlord from and against any and all (i) liabilities, losses, claims, costs and damages (including lost profits, consequential damages, interest, penalties, fines, monetary sanctions); and (ii) expenses incurred or suffered by the Landlord (including amounts paid to lawyers, accountants, and engineers) by reason of, resulting from, in connection with, or arising in any manner whatsoever out of the breach of any term contained in Article 8.02 respecting the Tenant's obligation to comply with all Environmental Laws. This indemnification shall remain in full force and effect notwithstanding the expiration or other termination of the Term of this Lease/License.

ARTICLE 15-INSURANCE

The Tenant covenants that it shall take out and keep in full force and effect throughout the Term of this Lease/License, and any renewals thereof, comprehensive general liability insurance with respect to the Leased Premises and the operations of the Tenant and its obligations under this Lease/License, with limits of not less than FIVE MILLION ($5,000,000) DOLLARS or such other amount as the Landlord may from time to time determine, and such insurance shall specifically state by its wording or by endorsement that;

the Landlord is included as an additional insured under the policy as its interest may appear and supply the Landlord with a certificate of insurance stating such on an annual basis;

i) any persons, firms or corporations designated by the Landlord are included as additional insureds under the policy as their interests may appear;
ii) the policy contains a cross-liability clause in respect of the named insured;
iii) the policy extends to cover the contractual obligations assumed by the Tenant under the terms of this Lease/License;
iv) the insurers have received a copy of this Lease/License and are fully aware of the contractual obligations of the Tenant;
v) such policy shall not be terminated, cancelled or materially altered unless written notice of such termination, cancellation or material is given by the insurers to the Landlord at least thirty (30) clear days before the effective date thereof.

The Tenant covenants that it shall take out and keep in full force and effect such other types of insurance in such reasonable terms as determined by the Landlord and its insurance advisors from time to time. All policies of insurance stipulated in this Article will be with insurers acceptable to the Landlord and in a form satisfactory to the Landlord; and the Tenant will see that there is delivered to the Landlord a copy of all policies or certificates of insurance within sixty (60) days of the commencement of the Term of the Lease/License or of the date that the Tenant takes possession of the Leased Premises, whichever is earlier. The Tenant agrees that if the Tenant fails to take out or keep in force any policy of insurance when so required by the Landlord, the Landlord has the right to do so and to pay the premium, and in that event the Tenant will repay to the Landlord the amount so paid as premium plus ten per cent (10%) for overhead as additional rent and it will be due and payable on the first day of the month next following the payment by the Landlord. Any insurance coverage taken out by the Tenant hereunder will, in no manner, restrict or limit the liabilities assumed by the Tenant under this Lease/License.

ARTICLE 16-QUIET ENJOYMENT

The Landlord covenants with the Tenant for quiet enjoyment.

ARTICLE 17-EXPROPRIATION

If at any time during the Term of this Lease/License or during any renewal term the whole or any part of the Leased Premises, and/or the Landlord's adjacent premises, shall be taken by any lawful power or authority by the right of expropriation, the Landlord may, at its option, give notice to the Tenant terminating this Lease/License in its entirety or, only insofar as it affects the part of the Leased Premises, and/or the Landlord's adjacent premises, taken by the lawful power or authority by right of expropriation, on the date when the Tenant or Landlord is required to yield up possession thereof to the expropriating authority. Upon such termination, or upon termination by operation of law, as the case may be, the Tenant shall immediately surrender the Leased Premises or the part of the Leased Premises and/or the Landlord's adjacent premises, taken by the expropriating authority, as the case may be, and all its interest therein, and the rent/license fees shall abate and be apportioned to the date of termination and the Tenant shall forthwith pay
to the Landlord the apportioned rent, license fees and all other amounts which may be due to the Landlord up to the date of termination. The Tenant shall have no claim upon the Landlord for the value of its property or the unexpired Term of this Lease/License, or for any loss of business income or for any loss of any kind whatsoever sustained as a result of the expropriation, but the parties shall each be entitled to separately advance their claims for compensation for the loss of their respective interests in the Leased Premises and/or the Landlord's adjacent premises, taken and the parties shall each be entitled to receive and retain such compensation as may be awarded to each respectively.

ARTICLE 18-NON-REGISTRATION OF LEASE/LICENSE

The Tenant covenants and agrees with the Landlord that it will not register or cause to be registered or permit to be registered this Lease/License or any Notice thereof at any time in any Registry Office or Land Titles Office and in the event that this Lease/License is at any time so registered, the Tenant will upon the request of the Landlord forthwith withdraw, discharge and release or cause to be forthwith withdrawn, discharged and released such registration at its own expense.

ARTICLE 19-NET LEASE/LICENSE

It is agreed by the Landlord and the Tenant that the rentals and license fees reserved to the Landlord under this Lease/License shall be net to the Landlord and shall be clear of all taxes, rates, duties, assessment, costs, charges, utilities charges and insurance premiums arising from or relating to the Leased Premises and that the Tenant will pay all of the foregoing, together with all expenses of every nature and kind whatsoever relating to the Leased Premises and the Lessee covenants with the Lessor accordingly.

ARTICLE 20-TIME

Time shall be of the essence of this Lease/License.

ARTICLE 21-APPLICABLE LAW

This Lease/License shall be construed pursuant to the laws of the Province in which the Leased Premises are situated.

ARTICLE 22-SUCCESSORS AND ASSIGNS

This Lease/License extends to and binds the respective heirs, executors, administrators, and successors of the parties hereto as the case may be. The necessary grammatical changes required to make the provisions of this Lease/License apply in the plural sense where there is more than one tenant, and to corporations, associations, partnerships or individuals, males or females, in all cases will be assumed as though in each case fully expressed.

ARTICLE 23-WAIVER

The waiver by the Landlord of a breach of a term, covenant or condition herein contained will not be deemed to be a waiver of the term, covenant or condition of a subsequent breach of the same or another term, covenant or condition herein contained. The subsequent acceptance of rent/license fees by the Landlord will not be deemed to be a waiver of a preceding breach by the Tenant of a term, covenant or condition of this Lease/License, other than the failure of the Tenant to pay the particular rent/license fees accepted, regardless of the Landlord’s knowledge of the preceding breach at the time of acceptance of the rent/license fees. No covenant, term or condition of this Lease/License will be deemed to have been waived by the Landlord unless the waiver is in writing signed by the Landlord.

ARTICLE 24-HEADINGS

The captions and headings are inserted only as a matter of convenience and for reference only.

ARTICLE 25-NO OPTION

Submission of this Lease/License for examination does not constitute a reservation of or option for the Leased Premises and the Lease/License becomes effective as a Lease/License only upon execution and delivery thereof by the Landlord and the Tenant.

ARTICLE 26-NOTICE

Any noticed required to be given by either party under this Lease/License and all rent/license fees, additional rent and or other sum payable hereunder by the Tenant to the Landlord shall be sufficiently given if mailed by registered letter, prepaid or delivered to the parties at their respective addresses as follows:
a) The Landlord:
   The Corporation of the County of Grey,
   595 9th Avenue East,
   Owen Sound, ON  N4K 3E3

b) The Tenant:
   Cathy Saharevich
   Sahara Garden Centre
   400052 Grey Road 4
   RR#5 Flesherton,
   ON N0C 1E0

Such notice shall be deemed to have been given to and received by the addressee in the case of mailing, five (5) business days following the mailing thereof, and in the case of delivery, the day on which notice was delivered.

ARTICLE 27-PLANNING LEGISLATION

The Tenant acknowledges that this Lease/License may be subject to the provisions of planning legislation of the Province in which the Leased Premises are situated and the Parties agree, at the Tenant’s sole cost and expense to take such action as may be necessary to comply with the provisions of any planning legislation, as amended, in force in the Province in which the Leased Premises are situated.

ARTICLE 28-REPRESENTATION BY LANDLORD OR NO WARRANTY

The Tenant hereby accepts the Landlord’s title to the Leased Premises and/or the Landlord’s adjacent premises, and the rights herein granted and agree that nothing in this Lease/License expressed or implied shall operate or have effect as any warranty, guarantee, or covenant of title.

ARTICLE 29-ENTIRE AGREEMENT

The Leased Premises are taken by the Tenant without any representation or warranty of any kind other than those contained in this Lease/License on the part of the Landlord or its agent. This Lease/License contains all of the terms, covenants, conditions and agreements between the parties hereto and any addition to or alteration of or changes in this Lease/License to be binding must be made in writing and signed by both parties.

ARTICLE 30-SHORT FORMS

This Lease/License is made pursuant to the short forms of leases legislation of the Province of Ontario.

The Tenant hereby accepts this Lease/License of the Leased Premises and the Landlord’s adjacent premises, to be held by it as Tenant subject to the terms, covenants and conditions above set forth.IN WITNESS WHEREOF the parties hereto have executed these presents as of the day and year first above written.
LANDLORD: THE CORPORATION OF THE COUNTY OF GREY

Stewart Halliday, Warden

Heather Morrison, Clerk

TENANT: Cathy Saharevich, operating as “SAHARA GARDEN CENTRE”

Owner, Cathy Saharevich

Witness, ________________

(Print Name)
To: Warden Halliday and Members of Grey County Council  
Committee Date: April 26, 2018  
Subject / Report No: SSR-CW-08-18  
Title: 2018 Ministry of Education EYCC2 Amended Agreement  
Prepared by: Barbara Arbuckle, Manager of Children’s Services  
Reviewed by: Debbie Pegelo, Acting Director of Social Services  
Lower Tier(s) Affected: County wide initiative  
Status:  

Recommendation  
1. That SSR-CW-08-18 regarding an amendment to the 2018 child care Ontario transfer payment agreement be received and;  
2. That the Warden and Clerk be authorized to execute the 2018 Child Care Ontario Transfer Payment Agreement Amendment with the Ministry of Education.  

Executive Summary  
On April 03, 2018 the Ministry provided an amended service agreement which included the remaining 9 months (April to December 2018 or the 2018 Quarters 2, 3 and 4) of Fee Stabilization Support funding.  
Grey County Council’s approval of the 2018 Child Care Service Amending Agreement will result in the following benefits:  
   • $ 291,272 Total Fee Stabilization Support funding for 2018 to assist licensed centres with the cost to increase wages for staff earning less than $14 per hour as of December 31, 2017  
     o Of the total amount, $ 72,802 Fee Stabilization Support funding had been provided under the original agreement for the period January 01 to March 31, 2018.  
     o The balance of $ 218,470 Fee Stabilization Support funding is being provided under the amended agreement for the period April 01 to December 31, 2018.  
   • Fee Stabilization Support funding is 100% provincially funded. No municipal levy is required.
Background and Discussion

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

1. Child Care Service Agreement
   - 2018 Agreement approved by Grey County Council February 8, 2018 SSR-CW-02-18 through by-law 5004-18
2. Ontario Early Years Child and Family Centres Agreement
   - 2018 Agreement originally approved by Council on October 26, 2017 through by-law 4995-17
   - Amended agreement approved by Council on March 8, 2018 SSR-CW-04-18 through by-law 5007-18

In response to the 2018 Ontario increase to the minimum wage, the Ministry of Education has provided $291,272 in Fee Stabilization Support for Grey County Children’s Services 2018 budget.

The Fee Stabilization Support funding will assist centres with the cost to increase wages in licensed child care centres for staff earning less than $14 per hour (excluding wage enhancement), as of December 31, 2017. Funding may not be used to support wages above $14 per hour in 2018.

Through Grey County Council’s approval of the 2018 Child Care Service agreement, this will support improving wages for the licensed child care workforce, affordability for families and address potential fee increases.

The total Fee Stabilization Support funding allocation is included in the Amended 2018 Child Care Service Transfer Payment Agreement.

Working in partnership with applicable agencies, Children’s Services staff has collected the necessary information required to disperse the funds. Upon council approval, these funds will be dispersed as per Ministry directives to centres that meet the eligibility requirements including the proof of fee avoidance.

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:

<table>
<thead>
<tr>
<th></th>
<th>2018</th>
</tr>
</thead>
<tbody>
<tr>
<td>Original Budget</td>
<td>$8,118,389</td>
</tr>
<tr>
<td>Fee Stabilization (Apr-Dec)</td>
<td>$218,470</td>
</tr>
</tbody>
</table>

SSR-CW-08-18  63  Date: April 26, 2018
The 2018 Child Care Amending Agreement includes additional Fee Stabilization Support funding of $218,470 for 2018. This funding is 100% provincial and has no required municipal contribution.

**Relevant Consultation**

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

- **External**
  - Licensed child care centres in Grey County

**Attachments**

- *Ministry of Education Ontario Transfer Payment Agreement Amendment*
- *2018 Child Care Amended Agreements and Estimate Reporting*

Respectfully submitted by,

Barbara Arbuckle,
Children’s Services Manager
ONTARIO TRANSFER PAYMENT AGREEMENT AMENDMENT

This Amending Agreement effective as of the 1st 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”)

BACKGROUND

1. The Province and the Recipient entered into an agreement effective as of the 1st day of January, 2018 (the “Agreement”).

2. The Parties wish to amend the Agreement in the manner set out in Amending Agreement.

IN CONSIDERATION of the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

1. Capitalized terms used but not defined in this amending agreement (the “Amending Agreement”) have the meanings ascribed to them in the Agreement.

2. Schedule “B” is deleted and replaced with Schedule “B”, attached to Amending Agreement.

3. The Agreement is amended to include Schedule “D1”, attached to Amending Agreement.
4. Schedule “F” of the Agreement is deleted and replaced with Schedule “F”, attached to Amending Agreement.

5. Except for the amendments provided for in Amending Agreement, all provisions in the Agreement shall remain in full force and effect.

The Parties have executed this Amending Agreement on the dates set out below.

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

<table>
<thead>
<tr>
<th>Name:</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Title: Director Early Years and Child Care Programs and Service Integration Branch</td>
<td></td>
</tr>
</tbody>
</table>

The Corporation of the County of Grey

<table>
<thead>
<tr>
<th>Name:</th>
<th>Date</th>
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</thead>
<tbody>
<tr>
<td>Title:</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Name:</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Title:</td>
<td></td>
</tr>
</tbody>
</table>

I/We have authority to bind the Recipient.
<table>
<thead>
<tr>
<th><strong>Maximum Funds</strong></th>
<th>$8,336,859</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Amount for the purposes of section 5.2 of Schedule “A”</strong></td>
<td>$1,500,000</td>
</tr>
<tr>
<td><strong>Insurance</strong></td>
<td>$2,000,000</td>
</tr>
</tbody>
</table>

**Contact information for the purposes of Notice to the Province**

Ministry of Education  
24th Floor, Mowat Block, 900 Bay Street,  
Toronto, Ontario M7A 1L2  
**Attention:** Julia Danos  
Director, Early Years and Child Care Programs and Service Integration Branch  
**Fax:** 416-314-7836  
**Email:** Julia.Danos@ontario.ca

**Contact information for the purposes of Notice to the Recipient**

The Corporation of the County of Grey  
595 - 9th Avenue East,  
Owen Sound, ON, N4K 3E3  
**Attention:** Ms. Barb Fedy  
**Fax:** 519-376-5640  
**Email:** barb.fedy@grey.ca

**Additional Provisions:**

None
SCHEDULE D1 - SUPPLEMENTAL
Fee Stabilization Support

2018 Calendar Year Allocation
The Corporation of the County of Grey

<table>
<thead>
<tr>
<th>Fee Stabilization Support Allocation</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Allocation (April to December)</td>
<td>$218,470</td>
</tr>
</tbody>
</table>
As referenced in the Guideline, the Recipient must provide the following submissions to the Province as per the following cycle:

<table>
<thead>
<tr>
<th>Submission Type</th>
<th>Due Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Preliminary Service Agreement</td>
<td>February 28, 2018*</td>
</tr>
<tr>
<td>Amended Service Agreement</td>
<td>May 30, 2018</td>
</tr>
<tr>
<td>Estimates</td>
<td>Not required for 2018</td>
</tr>
<tr>
<td>Revised Estimates</td>
<td>August 31, 2018</td>
</tr>
<tr>
<td>Financial Statements</td>
<td>May 31, 2019</td>
</tr>
</tbody>
</table>

*With automatic extensions granted should municipal council approval not be received by this date.

Policy for Late Filing

- Where a signed **service agreement** is not received by the ministry six months from the effective date of the new contract, the Province will stop all payments to the CMSM or DSSAB until the signed agreement is submitted.

- 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)

- 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.
MEMORANDUM TO: Chief Administrative Officers, CMSMs and DSSABs
General Managers/Commissioners, CMSMs and DSSABs
Children’s Service Managers, CMSMs and DSSABs

FROM: Julia Danos
Director, Programs and Service Integration
Early Years and Child Care Division
Ministry of Education

DATE: April 3, 2018

SUBJECT: 2018 Child Care Amended Agreements and Estimate Reporting

I am pleased to provide you with an amended 2018 child care service agreement reflecting the full 2018 allocation for Fee Stabilization Support Funding. Details on this funding were released on February 20, 2018 in memo 2018: EYCC2.

Please note that both the preliminary and amended 2018 child care service agreements must be signed and returned. As previously communicated, the preliminary 2018 agreements were due on February 28, 2018. The amended 2018 child care service agreements are due May 30, 2018.

2018 Estimates

The ministry will not require the submission of Estimate Reporting for 2018 due to the timing of the amended service agreements. 2018 Revised Estimates submissions are required to be submitted by August 31, 2018 in EFIS 2.0. Further information about this submission will be available in the coming months.

Should you have any questions or concerns, please contact your Early Years Advisor.

Sincerely,

2018 EYCC4a Memo: 2018 Child Care Amended Agreements and Estimate Reporting
Original signed by

Julia Danos  
Director, 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 Hollott, 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 Amended Child Care Allocations

<table>
<thead>
<tr>
<th>Category</th>
<th>Core</th>
<th>Real Cost</th>
<th>Cost Savings</th>
<th>Language</th>
<th>Indigent</th>
<th>Baseline</th>
<th>Expansions &amp; Maintenance</th>
<th>Utilization Adjustment</th>
<th>Capital Expenditure</th>
<th>SWR</th>
<th>TOTWR</th>
<th>2018 Total</th>
<th>2018 Total</th>
<th>Total Child Care</th>
<th>Per Student (1/10)</th>
<th>TECS</th>
<th>Wages</th>
<th>Wages</th>
<th>Wages</th>
<th>Total Spending</th>
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<tbody>
<tr>
<td><strong>Corporation of the City of Philadelphia</strong></td>
<td>787</td>
<td>979.88</td>
<td>192.00</td>
<td>377.00</td>
<td>118.40</td>
<td>526.30</td>
<td>218.30</td>
<td>99.90</td>
<td>8.50</td>
<td>0.70</td>
<td>1.60</td>
<td>0.80</td>
<td>0.80</td>
<td>2.00</td>
<td>0.80</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>2.00</td>
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<tr>
<td><strong>City of Harrisburg</strong></td>
<td>543</td>
<td>627.80</td>
<td>84.00</td>
<td>26.00</td>
<td>22.60</td>
<td>285.40</td>
<td>122.30</td>
<td>81.00</td>
<td>8.50</td>
<td>0.70</td>
<td>1.60</td>
<td>0.80</td>
<td>0.80</td>
<td>2.00</td>
<td>0.80</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>2.00</td>
</tr>
<tr>
<td><strong>City of Reading</strong></td>
<td>563</td>
<td>649.80</td>
<td>86.00</td>
<td>18.00</td>
<td>26.30</td>
<td>285.40</td>
<td>122.30</td>
<td>81.00</td>
<td>8.50</td>
<td>0.70</td>
<td>1.60</td>
<td>0.80</td>
<td>0.80</td>
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<tr>
<td><strong>Pittsburgh</strong></td>
<td>586</td>
<td>668.80</td>
<td>105.00</td>
<td>20.00</td>
<td>30.30</td>
<td>372.50</td>
<td>154.00</td>
<td>103.50</td>
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<td>0.70</td>
<td>1.60</td>
<td>0.80</td>
<td>0.80</td>
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<td>0.80</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>2.00</td>
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<tr>
<td><strong>All Other Counties</strong></td>
<td>3,011</td>
<td>3,529.80</td>
<td>518.00</td>
<td>103.00</td>
<td>30.30</td>
<td>372.50</td>
<td>154.00</td>
<td>103.50</td>
<td>8.50</td>
<td>0.70</td>
<td>1.60</td>
<td>0.80</td>
<td>0.80</td>
<td>2.00</td>
<td>0.80</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>2.00</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td>3,893</td>
<td>4,546.80</td>
<td>603.00</td>
<td>129.00</td>
<td>142.00</td>
<td>648.80</td>
<td>279.90</td>
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<td>0.80</td>
<td>0.80</td>
<td>2.00</td>
<td>0.80</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>2.00</td>
</tr>
</tbody>
</table>

---

**2018 EYCC4a Memo: 2018 Child Care Amended Allocations and Agreement Reporting**

**Date:** April 26, 2018

**SSR-CW-08-18**
To: Warden Halliday and Members of Grey County Council

Committee Date: April 26, 2018

Subject / Report No: TR-CW-23-18

Title: Tender Award Grey Road 15 (3rd Avenue East, City of Owen Sound)

Prepared by: Matt Marck, Engineering Manager
Sharon Melville, Buyer

Reviewed by: Pat Hoy, Director of Transportation Services

Lower Tier(s) Affected: City of Owen Sound

Status: Recommendation

1. That Report TR-CW-23-18 being a report containing the tender results for City of Owen Sound Contract T-17P.21 be received; and

2. That Bridge Excavating Limited be awarded the Grey County portion of the tender for a total amount of $1,029,774.88 (net HST) which includes contingency allowance, design and contract administration costs; and

3. That the project deficit of $29,774.88 be funded from any surplus realized from within the 2018 capital construction budget or, if a surplus is not available, from the Federal Gas Tax Reserve.

Executive Summary
The City of Owen Sound tendered the project on February 20, 2018 and closed March 28, 2018. In harmony with Owen Sound’s resolution dated April 9, 2018 stating:

THAT in consideration of Staff Report CR-18-051 respecting T-17P.21 3rd Avenue East/Grey Road 15 Reconstruction Phase II, City Council awards the above noted to Bridge Excavating Ltd., the lowest bid received at $3,289,828.00, it is recommended to award T-17P.21 to Bridge Excavating Limited for the bid amount of $3,289,828.00, excluding taxes, of which, the County of Grey portion is $1,029,774.88 (net HST).

Background and Discussion
The City of Owen Sound and Grey County have worked together to complete a design to reconstruct a section of Grey Road 15 (3rd Avenue East) from 190 metres south of 21st Street East to 160 metres north of 21st Street East, Owen Sound.

Grey County owns the road right-of-way and has jurisdiction over the road. The road is in poor condition and requires reconstruction. The City of Owen Sound has municipal infrastructure such as watermain, sanitary sewers and sidewalks within the corridor that require replacement and updating.

The project includes the replacement of the sanitary sewers, water mains and storm sewers, as well as the upgrading of the road to an urban cross section, and reconstruction of the road bed.

The County will be responsible for the road work as identified in the Grey County Policy for Maintenance and Construction in Urban Areas.

The majority of the cost for this project will be funded by the City of Owen Sound. As a result, they have taken the lead role in the administration of the Consultant Engineering Assignment.

The following two submissions were received.

<table>
<thead>
<tr>
<th>#</th>
<th>Name of Bidder</th>
<th>Bid Amount (Excluding Taxes)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Harold Sutherland Construction Ltd.</td>
<td>$3,391,882.24</td>
</tr>
<tr>
<td>2</td>
<td>Bridge Excavating Ltd.</td>
<td>$3,289,828.00</td>
</tr>
</tbody>
</table>

**Legal and Legislated Requirements**

None
Financial and Resource Implications

Project Funding

<table>
<thead>
<tr>
<th>Item</th>
<th>Excluding HST</th>
<th>Net HST</th>
</tr>
</thead>
<tbody>
<tr>
<td>Approved Project Budget (Grey County Portion)</td>
<td></td>
<td>$1,000,000</td>
</tr>
<tr>
<td>Awarded Tender Amount (Grey County Portion)</td>
<td>$826,621.50</td>
<td>$841,170.04</td>
</tr>
<tr>
<td>Construction Contingency (9.5%)</td>
<td></td>
<td>$91,584.00</td>
</tr>
<tr>
<td>Design and contract administration costs (Grey County Portion)</td>
<td></td>
<td>$97,020.84</td>
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<tr>
<td>Total Tender Projected Costs (Grey County Portion)</td>
<td></td>
<td>$1,029,774.88</td>
</tr>
<tr>
<td>Project Deficit (Grey County Portion)</td>
<td></td>
<td>$29,774.88</td>
</tr>
</tbody>
</table>

The project deficit can be attributed to:

- Increase in asphalt costs for 2018
- Increase in granular material costs for 2018

Staff recommends that the shortfall for this project be funded from any surplus realized from within the 2018 Capital construction budget, or if a surplus is not available, from the Federal Gas Tax Reserve.

Relevant Consultation

☑ Internal (list)
☐ External (list)

Appendices and Attachments

Project Limits Map
Project Limits Map
Recommendation

1. That report TR-CW-24-18 regarding the Grey County aggregate testing laboratory be received and that the Grey County testing laboratory be closed and assets associated with the laboratory be sold.

Executive Summary

In 2009, the Grey County aggregate testing laboratory was certified for granular testing by the Canadian Council of Independent Laboratories (CCIL).

The number of tests completed by the laboratory has been dropping for the past six years and currently 95% of Transportation Services’ testing is being completed by a consultant quality assurance lab at a comparable cost.

Transportation Services is recommending that the laboratory be closed and the corresponding assets be sold. Grey County will include any testing completed by the laboratory in the annual quality assurance tender.
Background and Discussion

In 2009, Grey County certified its aggregate testing laboratory through the CCIL at a cost of $1,500 per year. As the Grey County aggregate laboratory had been testing material on Grey County construction projects, it was thought that the laboratory should be certified to confirm all testing procedures adhere to industry quality assurance standards.

In 2017, the Maintenance/Asset Management Technologist completed a review of the laboratory, investigating the testing costs for Grey County versus the testing costs of the industry. Grey County currently hires a consultant to complete all quality assurance testing for the construction tenders.

Challenges of Operating a Quality Assurance Laboratory

- Grey County reduced the number of internal construction activities and the corresponding amount of granular tests. Less than 20 tests per year have been completed in the last three years. The lack of practice at completing tests makes it difficult to maintain our certification. Issues with our CCIL correlation have occurred in the last two years.
- Grey County has been completing some testing for the member municipalities for $45, while it costs Grey County just over $300 to complete the tests.
- The internal laboratory testing costs are similar to consultant quality assurance laboratory costs.
- The current laboratory trailer and testing equipment is aging and those future replacement costs should ideally be carried in the testing costs. This hasn't been completed.

In early 2018, Transportation Services contacted the member municipalities to obtain comments on the proposed laboratory closure. The majority had no concerns and did not utilize the service. Those that did appreciated the financial challenges the laboratory is facing. The County has completed only nine tests for the member municipalities over the last three years.

The testing laboratory trailer has historically been the summer bridge crew office. The Chatsworth building renovations in 2018 will include a summer office for the Bridge Foreman.
Legal and Legislated Requirements

Transportation Services will continue to contract quality assurance testing to a certified laboratory. Liability will be decreased when the testing is completed by others.

Financial and Resource Implications

Internal versus contracted testing prices are similar. Grey County’s testing costs have been underestimated, as no provision for replacing the laboratory trailer has been incorporated. Grey County will receive funds from the sale of the laboratory assets (trailer, sieves, scales, oven, etc.) on GovDeals.

Relevant Consultation

☐ Internal
☒ External – Public Works Managers from all member municipalities

Appendices and Attachments

None
Committee Report

To: Warden Halliday and Members of Grey County Council

Committee Date: April 26, 2018

Subject / Report No: TR-CW-25-18

Title: Award of RFT-TS-05-18 Grey Roads 16 and 40 Pulverizing, Reconstruction and Hot Mix Paving

Prepared by: Matt Marck, Engineering Manager
Sharon Melville, Buyer

Reviewed by: Pat Hoy, Director of Transportation Services

Lower Tier(s) Affected: Township of Chatsworth and Township of Georgian Bluffs

Status: 

Recommendation

1. That Report TR-CW-25-18 regarding tender award recommendations for RFT-TS-05-18 be received and that the tender be awarded to Harold Sutherland Construction Ltd. for $2,795,997.44 excluding taxes; and

2. That a 5% construction contingency be added to the tender price resulting in a revised estimated project cost of $2,987,467.34 net HST; and

3. That the project deficit of $137,467.34 will be funded from any surplus realized from within the 2018 capital construction budget or, if a surplus is not available, from the Federal Gas Tax Reserve.

Executive Summary

The tender for the reconstruction, pulverizing and hot mix paving of Grey Roads 16 and 40 was posted on the Grey County website from March 6, 2018 until April 10, 2018.

It is recommended to award RFT-TS-05-18 to Harold Sutherland Construction Ltd. for the bid amount of $2,795,997.44, excluding taxes.
Background and Discussion

The project design includes cross sections consisting of:

- Grey Road 16 - 3.50 metre lanes and 0.50 metre paved shoulders;
- Grey Road 40 (Grey Road 3 to Desboro) - 3.50 metre lanes and 1.25 metre paved shoulders;
- Grey Road 40 (Grey Road 10 to Grey Road 3) - 3.25 metre lanes and 1.25 metre paved shoulders.

The parameters for the tender are as follows:

- Pulverizing and paving of a 5.0 kilometre section of Grey Road 16, from Keady to Concession 5/6;
- Pulverizing and paving of a 2.6 kilometre section of Grey Road 40, from Grey Road 3 to Desboro;
- Resurfacing a 5.4 kilometre section of Grey Road 40, from Grey Road 10 to Grey Road 3.

The following is a list of the bids received:

<table>
<thead>
<tr>
<th>#</th>
<th>Name of Bidder</th>
<th>Bid Amount (excluding taxes)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Harold Sutherland Construction Ltd.</td>
<td>$2,795,997.44</td>
</tr>
<tr>
<td>2.</td>
<td>Wayne Schwartz Construction Ltd.</td>
<td>$2,953,807.65</td>
</tr>
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</table>

Legal and Legislated Requirements

None

Financial and Resource Implications

The funding table below identifies the total tender costs.
Project Funding

<table>
<thead>
<tr>
<th>Item</th>
<th>Excluding HST</th>
<th>Net HST</th>
</tr>
</thead>
<tbody>
<tr>
<td>Approved Project Budget (Grey Roads 16 and 40)</td>
<td></td>
<td>$2,300,000.00</td>
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<tr>
<td>Council approved Grey Road 40 overlay (per Committee Report TS-CW-09-18)</td>
<td></td>
<td>$550,000.00</td>
</tr>
<tr>
<td>Total Approved Project Budget (Grey Roads 16 &amp; 40)</td>
<td></td>
<td>$2,850,000.00</td>
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<tr>
<td>Awarded Tender Amount</td>
<td>$2,795,997.44</td>
<td>$2,845,206.99</td>
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<tr>
<td>Construction Contingency (5%)</td>
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<td>$142,260.35</td>
</tr>
<tr>
<td>Total Tender Projected Costs</td>
<td></td>
<td>$2,987,467.34</td>
</tr>
<tr>
<td>Project Deficit</td>
<td></td>
<td>$137,467.34</td>
</tr>
</tbody>
</table>

It should be noted that the portion of Grey Road 40 between Grey Road 3 and Desboro has been approved to receive $101,200.00 in funding from the Ontario Municipal Commuter Cycling (OMCC) Program to help facilitate incorporating paved shoulders into the project.

A 5% construction contingency is deemed reasonable and is slated to compensate for any unforeseen quantity overruns and possible fluctuations in the Asphalt Cement Price Index.

The project deficit can be attributed to:
- Increase in asphalt costs for 2018
- Increase in granular material costs for 2018

Staff recommends that the shortfall for this project be funded from any surplus realized from within the 2018 Capital construction budget, or if a surplus is not available, from the Federal Gas Tax Reserve.

Relevant Consultation

☒ Internal - Committee of the Whole for Grey County by way of this Report
☒ External - Township of Georgian Bluffs – detour route selection

Appendices and Attachments

Project Limits Map
Project Limits Map

Township of Georgian Bluffs

Township of Chatsworth

SITE LOCATION MAP
GREY ROAD 16 AND 40
Committee Report

<table>
<thead>
<tr>
<th>To:</th>
<th>Warden Halliday and Members of Grey County Council</th>
</tr>
</thead>
<tbody>
<tr>
<td>Committee Date:</td>
<td>April 26, 2018</td>
</tr>
<tr>
<td>Subject / Report No:</td>
<td>TR-CW-26-18</td>
</tr>
<tr>
<td>Title:</td>
<td>Award of RFT-TS-02-18 Grey Road 1 Mill and Pave</td>
</tr>
<tr>
<td>Prepared by:</td>
<td>Matt Marck, Engineering Manager Sharon Melville, Buyer</td>
</tr>
<tr>
<td>Reviewed by:</td>
<td>Pat Hoy, Director of Transportation Services</td>
</tr>
<tr>
<td>Lower Tier(s) Affected:</td>
<td>City of Owen Sound</td>
</tr>
<tr>
<td>Status:</td>
<td></td>
</tr>
</tbody>
</table>

Recommendation

1. That Report TR-CW-26-18 regarding tender award recommendations for RFT-TS-02-18 be received and that the tender be awarded to E.C. King Contracting for $146,007.94 excluding taxes; and

2. That a 10% construction contingency be added to the tender price resulting in a revised estimated project cost of $163,435.45 net HST; and

3. That the project deficit of $38,435.45 will be funded from any surplus realized from within the 2018 capital construction budget or, if a surplus is not available, from the Federal Gas Tax Reserve.

Executive Summary

The tender for the milling and paving of Grey Road 1 was posted on the Grey County website from March 20, 2018 until April 10, 2018.

It is recommended to award RFT-TS-02-18 to E.C. King Contracting for the bid amount of $146,007.94, excluding taxes.
Background and Discussion

The parameters for the tender are as follows:

- Mill and pave the existing 8.0 metre urban cross between 10th Street East and 14th Street East (Grey Road 1), Owen Sound
- Catchbasin replacements and repairs

The following is a list of the bids received.

<table>
<thead>
<tr>
<th>#</th>
<th>Name of Bidder</th>
<th>Bid Amount (Excluding Taxes)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>E.C. King Contracting</td>
<td>$146,007.94</td>
</tr>
<tr>
<td>2.</td>
<td>Harold Sutherland Construction Ltd.</td>
<td>$147,063.00</td>
</tr>
</tbody>
</table>

Legal and Legislated Requirements

None

Financial and Resource Implications

The funding chart below identifies the total tender costs.

Project Funding

<table>
<thead>
<tr>
<th>Item</th>
<th>Excluding HST</th>
<th>Net HST</th>
</tr>
</thead>
<tbody>
<tr>
<td>Approved Project Budget (Grey Road 1)</td>
<td>$125,000.00</td>
<td>$125,000.00</td>
</tr>
<tr>
<td>Awarded Tender Amount</td>
<td>$146,007.94</td>
<td>$148,577.68</td>
</tr>
<tr>
<td>Construction Contingency (10%)</td>
<td>$163,435.45</td>
<td>$163,435.45</td>
</tr>
<tr>
<td>Total Tender Projected Costs</td>
<td>$38,435.45</td>
<td></td>
</tr>
</tbody>
</table>

A 10% construction contingency was deemed reasonable and is slated to compensate for any unforeseen storm sewer issues, quantity overruns and possible fluctuations in the Asphalt Cement Price Index.

The project deficit can be attributed to:

- Increase in asphalt costs for 2018
- Unforeseen catchbasin repairs/replacements
Staff recommends that the shortfall for this project be funded from any surplus realized from within the 2018 Capital construction budget, or if a surplus is not available, from the Federal Gas Tax Reserve.

Relevant Consultation

☒ Internal
Committee of the Whole for Grey County by way of this Report

☒ External
City of Owen Sound Engineering

Appendices and Attachments

Project Limits Map
Executive Summary

Grey County staff currently manage the erasure, sale, and recycling of retired electronics in house. Items in working order are posted on a government auction site for sale to the general public.

Staff recommend using GEEP, electronics recycling company, on a one-year trial basis to sell or recycle retired assets. GEEP provides pickup, erasure, and reselling of electronics for a nominal fee, and returns 70% of proceeds to the municipality for any items that can be resold. Clients (the County) can track sales of their items, and the general public can access items for sale through an online store.

This would free up staff time, and likely provide returns on the sale of assets in working condition comparable to that achieved through government auction websites.
Background and Discussion

Grey County’s purchasing policy currently states that surplus and decommissioned assets, if still in working order, will be made available for purchase through a public process (items are offered for sale on GovDeals.ca).

Staff propose an exception to the purchasing policy to allow IT to dispose of surplus and decommissioned IT assets through an electronic recycling company. Many companies in Southern Ontario will collect electronic products, provide records of destruction for data erasure (if required), and re-sell or recycle the product. The County would receive a percentage of any money made on sale. Staff foresee the following benefits to using an asset disposal company:

- Reduced staff time cataloguing and posting assets for sale on the GovDeals auction site, addressing questions from potential bidders, preparing assets for disposal, and arranging for pick up.
- Increased predictability of return on assets. Electronics recycling companies have established purchasers and can provide reasonable estimates of return on sold assets, prior to the County attempting to sell them.
- Certified environmental disposal of assets that cannot be resold.
- Storage devices will be cleaned such that the data is not recoverable; certificates are issued stating that devices have been properly cleaned. These certificates can be used to show due diligence in an IT security audit.

The IT department proposes engaging GEEP, based in Toronto and Barrie, to handle this service on the County’s behalf, and a one-year trial basis. Older equipment that is being decommissioned as part of normal asset lifecycles will continue to be first offered to lower tier municipalities, assuming the equipment is in working order.

Legal and Legislated Requirements

None applicable

Financial and Resource Implications

GEEP and other electronics recycling companies charge their clients a fee for each item that is to be itemized. Additional fees may cover secure erasure of data, and diagnostics and testing for testing items that are to be resold. The client receives 70% of proceeds from any sale. The County can generate quotes for current market value of equipment they are disposing of, before committing the equipment to GEEP.
<table>
<thead>
<tr>
<th>Description</th>
<th>Fee (per asset)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Register and Inventory</td>
<td>$8</td>
</tr>
<tr>
<td>Data Security (erasure, factory resets)</td>
<td>$3</td>
</tr>
<tr>
<td>Diagnostics and Testing (items for resale only)</td>
<td>$4</td>
</tr>
</tbody>
</table>

IT staff anticipate continuing to recuperate costs from recycled assets, and less staff time spent handling the disposal of the assets. Staff anticipate more consistent and predictable return on the sale of retired assets (and environmentally responsible disposal of those items that cannot be sold).

Relevant Consultation
☒ Finance (Purchasing implications)

Appendices and Attachments

Grey County Purchasing Policy

GEEP Website
<table>
<thead>
<tr>
<th>Municipality</th>
<th>File Number / Name</th>
<th>File Type</th>
<th>Status / Links to Documents</th>
<th>Consultants / Groups Involved</th>
<th>Appellants / Participants</th>
<th>County Involvement or Party Status *</th>
<th>County Staff Involved</th>
</tr>
</thead>
<tbody>
<tr>
<td>Township of Chatsworth</td>
<td>42-04-36-OPA-123</td>
<td>Official Plan Amendment</td>
<td>The Applicant has submitted an appeal based on the County not making a decision within 180 days of receiving the County Official Plan Amendment application. A similar appeal has also been filed with the Township of Chatsworth for the Zoning By-law Amendment. The Ministry of Natural Resources and Forestry's License application has also been referred to the Ontario Municipal Board. A link to the appeal letter has been provided below: Bumstead Appeal Letter Based on the direction from Report PDR-CW-01-18, a letter was sent to the Board and all people on our mailing list advising them of the County’s position. Cuesta Planning Consultants Pearl and Brian Bumstead are the applicants and the appellants. Further parties and participants would be determined at a pre-hearing.</td>
<td>Cuesta Planning Consultants</td>
<td>Pearl and Brian Bumstead</td>
<td>As per Report PDR-CW-01-18 the County will not be involved in the OMB proceedings for this file.</td>
<td>Scott</td>
</tr>
<tr>
<td>Municipality of Grey Highlands</td>
<td>Municipality of Grey Highlands Official Plan</td>
<td>New Official Plan</td>
<td>The County has received two appeals on the Municipality of Grey Highlands Official Plan. Links to the two appeal letters have been provided below. County staff will work with Grey Highlands staff to determine exactly which sections are under appeal and therefore which sections of the Plan are in force and effect. County staff will work with Grey Highlands to see if any issues under appeal can be resolved. Hawkins Appeal Letter Cuesta Appeal Letter Cuesta Planning Consultants Cuesta Planning Consultants and Michael Hawkins</td>
<td>Cuesta Planning Consultants</td>
<td>Cuesta Planning Consultants and Michael Hawkins</td>
<td>As per Addendum to Report PDR-CW-40-17 the County will be involved in the OMB proceedings for this matter.</td>
<td>Scott</td>
</tr>
<tr>
<td>Town of The Blue Mountains</td>
<td>42T-2012-01 – Eden Oak/Trailshead</td>
<td>Plan of Subdivision</td>
<td>The Applicant has submitted an appeal based on the County not making a decision within 180 days of receiving the Plan of Subdivision application. The Applicant has also appealed the non-decision from the Town regarding the zoning by-law amendment and the local official plan amendment. The Applicant, the Town, the County and the other parties reached a settlement and presented that to the Board on April 3, 2018. Eden Oak Trailshead Inc.</td>
<td>DC Slade Consulting</td>
<td>Eden Oak Trailshead Inc.</td>
<td>Based on the OMB Attendance guidelines, the County would be a Party at any future hearings.</td>
<td>Randy</td>
</tr>
<tr>
<td>Municipality</td>
<td>File Number / Name</td>
<td>File Type</td>
<td>Status / Links to Documents</td>
<td>Consultants / Groups Involved</td>
<td>Appellants / Participants</td>
<td>County Involvement or Party Status *</td>
<td>County Staff Involved</td>
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<tr>
<td>Town of The Blue Mountains</td>
<td>2016 Town of The Blue Mountains Official Plan</td>
<td>New Official Plan</td>
<td>The Town of The Blue Mountains Official Plan was approved by the County on June 21, 2016. The Plan was subsequently appealed by six parties. Addendum to Report PDR-PCD-22-16 Blue Mountains Official Plan was presented at the August 11, 2016 Planning and Community Development Committee meeting as a summary of the appeals and to determine the County’s future role in the appeals. A letter has been issued by Town staff noting that the majority of the Official Plan is in force and effect, with only certain sections remaining under appeal. Town/County staff will work with the appellants to explore any potential settlement opportunities. A pre-hearing with the OMB was held on March 21, 2017. Signed minutes of settlement that resolve the Ivi Xhelili, Tomson Xhelili, Elisabeth Ecker Vanderploeg and Dinaz Dadyburjor appeals were accepted by the Board at the pre-hearing. A four day hearing for the other two appeals (Eden Oak and MacPherson Builders) was scheduled for September 12 – 15th 2017, but has now been adjourned to see if the parties can work out any remaining issues. A meeting in January 2018 has been scheduled with MacPherson Builders to discuss the issues. The Eden Oak appeal should be resolved by the conditional Board order dated September 6, 2017, subject to a bonusing agreement between the Town and the Developer.</td>
<td>N/A</td>
<td>1. Ivi Xhelili                     2. Tomson Xhelili                     3. Elisabeth Ecker Vanderploeg                     4. Dinaz Dadyburjor                     5. Gerard Borean, Parente Borean LLP, on behalf of Eden Oak (Trailshead) Inc.                     6. Quinto M. Annibale, Loopstra Nixon LLP, on behalf of MacPherson Builders (Blue Mountains) Limited</td>
<td>As per Addendum to Report PDR-PCD-22-16 the County will be a party to the proceedings.</td>
<td>Scott</td>
</tr>
<tr>
<td>Town of The Blue Mountains</td>
<td>42T-2015-03 – Home Farm</td>
<td>Plan of Subdivision</td>
<td>The Applicant has submitted an appeal based on the County not making a decision within 180 days of receiving the Plan of Subdivision application. The Applicant has also appealed the non-decision from the Wellings Planning Consultants Inc. Home Farm – MacPherson Builders</td>
<td>Based on the OMB Attendance guidelines, the County would be a</td>
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</tr>
<tr>
<td>Municipality</td>
<td>File Number / Name</td>
<td>File Type</td>
<td>Status / Links to Documents</td>
<td>Consultants / Groups Involved</td>
<td>Appellants / Participants</td>
<td>County Involvement or Party Status *</td>
<td>County Staff Involved</td>
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<tr>
<td>Town of The Blue Mountains</td>
<td>42-42-000-OPA-135 Gibraltar Pit</td>
<td>County Official Plan Amendment</td>
<td>County Council approved County Official Plan Amendment 135 on March 22, 2018. The last date of appeal was April 18, 2018. Two appeals have been filed on this application by the Town of The Blue Mountains and the Friends of the Pretty River Valley. Copies of their appeal letters have been included below.</td>
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<td></td>
<td><strong>Home Farm Appeal Letter</strong></td>
<td>MHBC Planning</td>
<td>Town of The Blue Mountains</td>
<td>Party at any future hearings.</td>
<td>Scott</td>
</tr>
<tr>
<td>Township of Southgate</td>
<td>42-07-060-OPA-16 Peyton Pit</td>
<td>Local Official Plan Amendment</td>
<td>The Peyton Pit LOPA was approved by the County on July 10, 2017. It was appealed by two separate parties that are neighbours to the pit.</td>
<td>Stovel and Associates (Rob Stovel)</td>
<td>1. Jo-Anne Chisholm 2. Douglas Karrow</td>
<td>Based on the OMB Attendance guidelines, the County would not be a party or participant at the hearing.</td>
<td>Sarah</td>
</tr>
<tr>
<td>Municipality of West Grey</td>
<td>42-05-280-OPA-137 Spaleta</td>
<td>County Official Plan Amendment</td>
<td>The Spaleta OPA was refused by the County on January 11, 2018. An associated zoning amendment was also refused by the Municipality of West Grey. This zoning amendment has also been appealed to the OMB.</td>
<td>Cuesta Planning Consultants</td>
<td>Cuesta Planning Consultants</td>
<td>Based on the OMB Attendance guidelines, the County will be a party at the hearing since the County refused the OPA application.</td>
<td>Scott</td>
</tr>
</tbody>
</table>

*County involvement and party status will generally be in accordance with the guidelines established in Report PDR-PCD-08-13 – see link below:

[Link to Report](https://example.com)
Committee Report

To: Warden Halliday and Members of Grey County Council

Committee Date: April 26, 2018

Subject / Report No: CAOR-CW-10-2018

Title: Regional Forum RED Agreement

Prepared by: Savanna Myers, Manager of Economic Development

Reviewed by: Kim Wingrove, Chief Administrative Officer

Lower Tier(s) Affected: All Grey County

Status: Recommendation

1. That Committee Report CAOR-CW-10-18 titled Regional Forum Rural Economic Development (RED) Agreement be received; and

2. That a by-law be prepared to authorize the Warden and Clerk to execute the Rural Economic Development Fund Transfer Payment Agreement with the Ministry of Agriculture, Food & Rural Affairs.

Executive Summary

Grey County received conditional approval for the project “Regional Forum: Rural Newcomer Integration” under the Rural Economic Development Program. In order to complete the process for funding, a by-law is required to execute the Transfer Payment Agreement with the Ministry of Agriculture, Food & Rural Affairs.

Background and Discussion

On December 1, 2017 staff submitted an application to the Rural Economic Development program for a targeted workforce development initiative, “Regional Forum: Rural Newcomer Integration”. Grey County submitted the application as lead with tremendous support from regional partners in both public and private sectors.

Core partners for the project include, Grey, Huron and Wellington Counties, University of Guelph, Rural Ontario Institute and Four County Labour Market Planning Board. Additional advisory partners include, Peel Centre for Newcomers, Canadian Mortgage and Housing Corporation, University of Winnipeg, General Coach Canada and Ontario Co-Operative Association.
This project supports workforce development to create practical, actionable strategies for rural municipalities and businesses with newcomer attraction, retention and integration activities.

This project will deliver:

- Regional Forum: Rural Newcomer Integration
- White Paper

With the support of:

- Regional Advisory Committee
- Environmental Scan and Documentation of Case Studies

The project timeline is slated for one year commencing April 2018 and finishing March 31, 2019 with the Regional Forum hosted in Grey County the fall of 2018 and white paper published by March 2019.

**Legal and Legislated Requirements**

In order to complete the funding approval, a by-law is required authorizing the Warden and Clerk to execute the Transfer Payment Agreement with the Province.

Though Grey County permitted to bring this report to open session, we are not permitted to issue a press release or provide statements or comments to the media until an announcement is scheduled by the Ministry.

**Financial and Resource Implications**

The project is budgeted at $30,000. Grey County, Huron County and Perth County will contribute $5000 each which is matched by the RED program. The $5000 commitment from Grey County was included in the 2018 budget.

Staff time required to complete the project was incorporated in the 2018 work plan.

**Relevant Consultation**

- **Internal** – Chief Administrative Officer, Clerk, Deputy Clerk/Legislative Coordinator, Emergency Systems Coordinator/Claims Supervisor

- **External** – Ministry of Agriculture, Food & Rural Affairs Project Analyst

**Appendices and Attachments**

[Rural Economic Development Program Transfer Payment Agreement](#)
Recommendation

1. That Committee Report CAOR-CW-06-18 titled Community Hub Business Case and Property Acquisition be received; and

2. That the staff be directed to submit an Expression of Interest and Offer to Purchase or Lease for Sydenham Community School to Bluewater District School Board.

Executive Summary

The next step in the development of the Regional Skills Training, Trades & Innovation Centre is securing the Sydenham School property as the base of operations. This report and business case present options to secure the property.

Background and Discussion

Following report CAOR-CW-23-17, Grey County, in partnership with Georgian College, Bluewater District School Board, Bruce Grey Catholic District School Board and the City of Owen Sound, submitted an application to the Ministry of Infrastructure for the development of a Community Hub through the Surplus Property Transition Initiative at the former Sydenham Community School, a 45,070 sq. ft. facility built in 1987 with additions an 1990 and 2010 located beside Georgian College, 1130 8th Street East, Owen Sound.

On January 30, 2018 the Ministry of Infrastructure announced Grey County had been successful in its application to the Surplus Property Transition Initiative and this project one of four initiatives in the Province to be accepted into the Community Hub Program.

On February 20, 2018 Bluewater District School Board declared Sydenham Community School
surplus to their requirements as per the terms of partnership under the Community Hub program. In accordance with Ontario Regulation 444/98, BWDSB circulated a letter dated February 21, 2018 offering the property 1130 8th Street East, Part Lot 3, Range 4 EGR, City of Owen Sound, County of Grey (Sydenham Community School) for sale to 18 entities, including Grey County.

**Strategic Fit**

In an effort to deliver to goal one of the corporate strategic plan: Grow the Grey County Economy, an initiative known as the Regional Skills Training, Trades & Innovation Centre (STTIC) has been developed through consultation with over 100 stakeholders from the public and private sectors. The STTIC will focus on skills training and include an innovation center, incubator opportunities and entrepreneurship programs to support local small, medium, large business and industry. The STTIC will be linked to regional secondary schools and provide pathway opportunities for students. It will support the goals of Employment Ontario, Ontario Works and regional partners such as Hanover’s LaunchPad, Owen Sound North Grey Library and provide local Maker Spaces. It is being founded on the premise of the Premier’s Highly Skilled Workforce Expert Panel, ‘Building the Workforce of Tomorrow’.

The long term goal of the Centre is to introduce the local community to a broader mix of technology, engineering and skilled trades’ training opportunities and use expanded Georgian College programs to train the workforce for tomorrow. Program areas include but are not limited to: skilled trades (welding, carpentry, millwright, electrical, etc.), energy (green and nuclear), software (computer programming & network technicians), nursing, hairstyling and culinary arts.

Anticipated outcomes include the following:

- Support regional economic development by ensuring skills training is offered locally (introduction, upgrades and certification), of local residents;
- Develop numerous training pathways that lead to regional employment;
- Strong employer support through leadership, local expertise, equipment, co-op, pre-apprenticeships, apprenticeships and post-secondary placements; and
- Barriers to employment reduced by providing necessary child care services, access to transportsations as the facility is positioned at a regional bus stop and access to local training options.

**Options Appraisal**

Several options have been considered for the operation of the STTIC. Grey County led the development of the proposal with core partners: Georgian College, Bluewater District School Board, Bruce Grey Catholic District School Board and the City of Owen Sound. Additional partners engaged in development include members of the private sector represented through the Bluewater Angels, 24/7 Group and Owen Sound Chamber of Commerce.

Grey County has remained the best option to lead the initiative through start-up, given the County’s broad mandate and economic development’s strategic direction to ‘Grow the Grey County Economy’. Furthermore, staff can facilitate partnerships and seed opportunity based on expertise and neutrality for business and community success by bringing together post-secondary, business innovation and child care services under one roof.
Georgian College is a key player in this initiative but is not in a position to take the lead. The acquisition of real property by a college in Ontario is governed by the Minister’s Binding Policy Directives, and Operating Procedures. As such they must follow certain procedures and meet a variety of criteria including risk assessment in order for any acquisition to be considered by the Province. Given the short timeframes in the Community Hub program, uncertainty regarding potential changes to the funding model for Ontario colleges and other environmental factors, Georgian cannot acquire the space at this time. However, Georgian’s current and forecast future demand for service mean more classroom space is required if they are to fulfill their potential. With Grey County taking the lead where the college can't, this project offers a sustainable model that would allow both the College and region to prosper, completing a major campus expansion to secure their footprint and future in Grey County.

In terms of property acquisition by Grey County, there are two possible scenarios to secure the property. The first is to purchase the property and the second to lease the property from Bluewater District School Board. The two options for consideration are discussed in detail in the draft business plan which will be provided to Council in camera so as to protect the confidentiality of any negotiations.

**Capital Asset Assessment**

Sydenham Community School is currently assessed at $3,491,000. The property is zoned institutional, which according to the City of Owen Sound by-law allows the following permitted uses:

<table>
<thead>
<tr>
<th>Clinics</th>
<th>Library</th>
</tr>
</thead>
<tbody>
<tr>
<td>Commercial School</td>
<td>Long Term Care Facility</td>
</tr>
<tr>
<td>Community Centre</td>
<td>Museums/Galleries</td>
</tr>
<tr>
<td>Community Lifestyle Facility</td>
<td>Place of Worship</td>
</tr>
<tr>
<td>Crisis Residence</td>
<td>Public Park</td>
</tr>
<tr>
<td>Day Nursery</td>
<td>Public Use</td>
</tr>
<tr>
<td>Group Home</td>
<td>Schools</td>
</tr>
<tr>
<td>Group Residence</td>
<td>Studio</td>
</tr>
<tr>
<td>Hospital</td>
<td>Student Residence</td>
</tr>
</tbody>
</table>

The building could be used for other uses beyond this list however would require a rezoning.

Five year capital requirements of five million were included in the accommodation review package for Sydenham Community School. The estimates listed in the business plan are based on school board standards and may differ based on proposed use of the Centre. A building condition assessment will provide current, actual costs associated with renovations and ongoing capital requirements. At this time, a preliminary site visit with the architect responsible for the 2010 renovations of the property has occurred.

The most comparable property recently sold was the Meaford Community School, which is
approximately 40,000 sq. ft. on 5.5 acres, zoned Urban Institutional. The property sold for $505,000 plus HST to a private developer during public bids as no expressions of interest were received during O.Reg. 444/98 circulation.

O.Reg 444/98 requires BWDSB to obtain fair market value for the property. The process as outlined in the regulation provides the opportunity for the top bidder to negotiate with the Board following the submission of an offer based on circumstances such as the future use of the building (Community Hub partnership), capital requirements, renovations, zoning and comparables.

Affordability & Achievability

Following report CAOR-CW-02-18, the business plan, including potential land acquisition information has been drafted and will be provided to County Council for discussion in closed session. It outlines the operational model and estimated capital requirements. Based on the proposed structure of anchor tenants, the operations of the Centre will be self-sustaining beginning in year one. Lease agreements will account for inflation to maintain sustainability through rising utility and staffing costs, etc. The capital requirements differ based on purchase or lease options and have been presented with best estimates based on all information currently available.

Legal and Legislated Requirements

A formal agreement between Bluewater District School Board has been executed with the Province for the Surplus Property Transition Initiative. A formal Memorandum of Understanding between the Province, Bluewater District School Board and Grey County has also been executed as per the requirements of the program.

As noted in report CAOR-CW-02-18: “It is important to note that existing rules and regulations pertaining to the circulation of surplus public property continue to apply, including O. Reg. 444/98 under the Education Act, which sets out requirements related to the disposition of surplus school property, and the Province’s realty directives and policies. For properties not yet declared surplus or that have not completed circulation, the Ministry of Infrastructure may work with partners to ensure that transition to community use is feasible within or at the end of an 18 month period.”

In accordance with the amended Regulation 444/98, school boards and listed entities receiving notification of surplus property disposition will have 90 days to submit an expression of interest following which those school boards and entities that submit an EOI will have an additional 90 days to submit an offer. Expression of interest must be in writing and will be prioritized based on the listed entity that received the notification.

It is unknown if there are other bidders among the 18 entities circulated. As a Consolidated Municipal Services Manager, Grey County is prioritized in sixth position of the eighteen entities, following school boards and section 23 agencies (see attached circulation letter).

The Business Committee of the Whole for the Bluewater District School Board will be meeting May 1, 2018 and June 5, 2018. In an effort to continue the Community Hub process, staff are recommending that following Council approval, an expression of interest be submitted prior to the May 1, 2018 Committee meeting, and a formal offer to purchase be submitted prior to the June 5, 2018 Committee meeting. As the school board does not meet over the summer months,
it is hoped that the offer can be accepted in June to grant access to the property for renovations prior to a September soft opening.

**Financial and Resource Implications**

There are no financial implications associated with the submission of an expression of interest. Financial implications associated with the acquisition of property, either through the purchase or lease have been outlined in the business plan for consideration. Staff will do everything possible to access additional funding/grants where available to reduce the resource requirements for the County.

**Relevant Consultation**

- Internal – Chief Administrative Officer, Director of Corporate Services, Director of Planning, Manager of Children’s Services, Planning Data Analysis Coordinator.
- External – Ministry of Infrastructure, Bluewater District School Board, Georgian College, Bluewater Angels, 24/7 Group.

**Appendices and Attachments**

- Bluewater District School Board Surplus Circulation Letter
- Regional Skills Training, Trades & Innovation Centre Business Plan – **CONFIDENTIAL (for discussion in closed session)**