1. Call to Order
2. O Canada
3. Roll Call
4. Declaration of Pecuniary Interest
5. Adoption of Minutes
   a. County Council and Committee of the Whole minutes dated November 22, 2018
      That the minutes of the County Council meeting and Committee of the Whole meeting dated November 22, 2018 and the resolutions contained therein be adopted as presented.
   b. County Council closed meeting minutes dated November 22, 2018
      That the County Council closed meeting minutes dated November 22, 2018 be adopted as provided to County Council.
   c. County Council minutes dated December 4, 2018
      That the minutes of the County Council meeting dated December 4, 2018 and the resolutions contained therein be adopted as presented.
6. Closed Meeting Matters (if required)
7. By-laws
   5039-19 A By-law to Amend Schedules “H”, “N”, “O”, “P” and “U” of By-law 4788-13, being a By-law to Regulate Traffic and Parking on Highways within the Grey County Roads System
   5040-19 A By-law to Authorize the Warden and Clerk to Execute a Contribution Agreement through the Investment in Affordable Housing Program with 1993934 Ontario Inc. (Tremble) for an Affordable Housing Project
8. Good News and Celebrations
9. Adjournment
Grey County Council met at the call of the Warden on the above date at 9:30 AM at the County Administration Building. The Clerk called Council to order and Warden Stewart Halliday assumed the Chair.

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

The Roll was called by the Clerk with all members present except Councillors McQueen and McKean.

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

The following staff members were in attendance:

Kevin Weppler, Director of Corporate Services; Anne Marie Shaw, Director of Housing; Lynne Johnson, Director of Long Term Care; Grant McLevy, Director of Human Resources; Pat Hoy, Director of Transportation Services; Randy Scherzer, Director of Planning and Development; Kevin McNab, Director of Paramedic Services; Jody MacEachern, Acting Director of Information Technology; Michael Letourneau, Director of Legal Services/County Solicitor; and Debbie Pegelo, Ontario Works Manager.

Declaration of Pecuniary Interest

There were no disclosures of pecuniary interest.

Adoption of Minutes

CC110-18 Moved by: Councillor Bell Seconded by: Councillor Clumpus

That the minutes of the County Council meeting and Committee of the Whole meeting dated November 8, 2018 and the resolutions contained therein be adopted as presented.

Carried

CC111-18 Moved by: Councillor Barfoot Seconded by: Councillor Wright
That the Committee of the Whole closed meeting minutes dated November 8, 2018 be adopted as provided to County Council.

Carried

CC112-18 Moved by: Councillor Burley Seconded by: Councillor Greenfield

That the Long-Term Care Committee of Management meeting minutes dated November 6, 2018 be adopted as presented and that the recommendations contained therein be endorsed.

Carried

CC113-18 Moved by: Councillor Pringle Seconded by: Councillor Barfoot

That the CAO Performance Evaluation Committee meeting minutes dated November 15, 2018 be adopted as presented to County Council; and

That the CAO Performance Evaluation Committee closed meeting minutes dated November 15, 2018 be adopted as provided to County Council.

Carried

Closed Meeting Matters

CC114-18 Moved by: Councillor Fosbrooke Seconded by: Councillor Eccles

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

i. Personal matters about an identifiable individual, including municipal or local board employees (CAO Evaluation)

That the following staff remain in attendance: Kim Wingrove and Heather Morrison.

Carried

Council proceeded into closed session at 9:39 AM.

Council returned to open session at 9:50 AM.

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

Councillors McQueen and McKean joined the meeting.
By-Laws

Moved by: Councillor Burley    Seconded by: Councillor Mackey

That By-Laws 5035-18, 5036-18, 5037-18, and 5038-18 be introduced and that they be taken as read a first, second and third time, finally passed, signed by the Warden and the Clerk, sealed with the seal of the Corporation and engrossed in the By-law book.

5035-18   A By-law to Appoint the Auditors of the Corporation of the County of Grey

5036-18   A By-law to Authorize the Closure of Bicycle Lanes on Roadways in the County of Grey until April 15, 2019

5037-18   A By-law to Authorize the Disposition of Certain Lands in the Municipality of West Grey, as described in Schedule ‘A’ for the Development of Affordable Housing

5038-18   A By-law to Confirm the Proceedings of Council of the Corporation of the County of Grey.

Carried

Good News and Celebrations

Councillor Clumpus thanked all outgoing Councillors for sharing their support and wisdom over the last four years. She offered her best wishes for all future endeavours.

Councillor Barfoot advised that Georgian Bluffs is ranked as the sixth safest city in Canada.

Councillor Ardiel noted that Real Farm Lives is now airing. The documentary series promotes Grey County.

Councillor Boddy noted that on Saturday, November 24th, the Consul General of the Republic of Poland will be presented with a plaque. The celebration will take place by the library. He also advised that Owen Sound City Hall is holding a Grand Re-opening on November 24th, which includes tours of the building.

Councillor Eccles noted there are a number of retirement events occurring. He advised that the retirement for David Inglis from Bruce County Council that was scheduled for November 22nd has been postponed.
Councillor McKean thanked Grey County staff for their great work over the last four years.

Councillor Fosbrooke also thanked Council members and staff for their dedication over the last four years. She offered her best wishes for future endeavours.

Adjournment

On motion by Councillors Barfoot and McQueen, Council adjourned at 10:04 AM to the call of the Clerk.

_________________________  ______________________________
Stewart Halliday, Warden     Heather Morrison, Clerk
Grey County Council met on the above date at 10:05 AM at the County Administration Building. Warden Stewart Halliday assumed the Chair and called the meeting to order with all members present.

Declaration of Pecuniary Interest

There were no disclosures of pecuniary interest.

Delegations

Don Scott, Principal Planner, Cuesta Planning Consultants – Georgiou Plan of Subdivision (42T-2016-08)

Don Scott discussed the Georgiou Plan of Subdivision in Hanover. Mr. Scott raised concerns on behalf of Mr. and Mrs. Tedford, the landowners to the south. The concerns included the impact that the plan of subdivision will have on the Tedfords’ property and stormwater concerns. The Tedfords believe that the current plan will restrict their ability in the future to create a subdivision. Mr. Scott would like to develop a different street layout in the Georgiou Plan of Subdivision that is coordinated with the Tedfords.

Mr. Scott requested that the Committee defer approval of the Plan of Subdivision to develop street layouts in a way that benefits both parties.

Ron Davidson, Planner – Georgiou Plan of Subdivision (42T-2016-08)

Ron Davidson represents Ms. Georgiou, the developer in the Georgiou Plan of Subdivision. He advised that the plan was filed two years ago. Mr. Davidson reviewed background information on the project, including meetings with the Tedfords, the public meeting, and Hanover Council meetings. He advised that there were numerous resolution attempts and that the Plan of Subdivision as drafted includes consideration for future development of the Tedfords’ property.

Mr. Davidson asked the Committee to approve the Plan of Subdivision as recommended in the staff report.

Determination of Items Requiring Separate Discussion

All items were requested to be removed from the Consent Agenda and moved under Items for
Discussion.

Consent Agenda

There were no Consent Agenda items.

Items for Direction and Discussion

Addendum to PDR-CW-04-17 Georgiou Plan of Subdivision - Hanover

Moved by: Councillor Barfoot  Seconded by: Councillor Mackey

That Addendum to Report PDR-CW-04-17 be received; and

That all written and oral submissions received on plan of subdivision 42T-2016-08 known as the Georgiou Subdivision were considered; the effect of which helped to make an informed recommendation and decision; and

That in consideration of the draft plan of subdivision application 42T-2016-08, for lands described as Part of Lot 18, Plan 55, (geographic Township of Bentinck) in the Town of Hanover, the Grey County Committee of the Whole approves this plan of subdivision to create a total of sixty-seven (67) detached dwelling lots and two blocks for up to fifty-nine (59) townhouses, subject to the conditions set out in the Notice of Decision.

Carried

FR-CW-24-18 Corporate Financial Update and Year-End Projection as of September 30, 2018

Moved by: Councillor Burley  Seconded by: Councillor Barfoot

That Report FR-CW-24-18 regarding a Corporate Financial Update and Year-End Projection as of September 30, 2018 be received.

Carried

Committee recessed briefly and then reconvened.

Warden Halliday requested and received the required support to move PDR-CW-42-18 forward on the agenda.

PDR-CW-42-18 Regional Agricultural Learning and Demonstration Site – Georgian Bluffs, Chatsworth, and Owen Sound

Moved by: Councillor Barfoot  Seconded by: Councillor Greenfield

That Report PDR-CW-42-18 be received which provides an overview of a potential partnership opportunity between Grey County and the Owen
Sound Agricultural Society and Chatsworth Agricultural Society to create a Regional Agricultural Learning and Demonstration Site directly adjacent to Grey Roots; and

That support be provided in principle to explore this partnership opportunity further and to submit a Niagara Escarpment Plan Amendment application to the Niagara Escarpment Commission to seek permission for establishing a Regional Agricultural Learning and Demonstration Site adjacent to Grey Roots; and

That staff be directed to prepare a report for Council in 2019 which would include a proposed memorandum of understanding detailing the partnership with the Owen Sound and Chatsworth Agricultural Societies.

Carried

FR-CW-25-18 2019 Corporate Budget Overview and Background

CW278-18 Moved by: Councillor Burley Seconded by: Councillor Ardiel

That Report FR-CW-25-18 regarding the 2019 Corporate Budget Overview and Background be received; and

That any additional revenue generated by the 2018 assessment growth, by exceeding the average of the previous five years, be budgeted as a transfer to the Capital Infrastructure Reserve for future Transportation Services road and bridge infrastructure capital needs and that this be included in the 2019 Budget for Council’s consideration as part of the 2019 Budget review.

Carried

Committee recessed and then reconvened.

Councillors McKean and McQueen left the meeting during the recess.

FR-CW-26-18 Annual Indexing of Development Charges Effective January 1, 2019

CW279-18 Moved by: Councillor Mackey Seconded by: Councillor Fosbrooke

That Report FR-CW-26-18 regarding the updated development charge rates effective January 1, 2019 be received for information.

Carried

TR-CW-44-18 Amendments to By-Law 4788-13 Regulating Traffic and Parking within the County of Grey Roads System

CW280-18 Moved by: Councillor Fosbrooke Seconded by: Councillor Bell

That Report TR-CW-44-18 be received and that Schedules “H”, “N”, “O”, “P” and “U” of By-Law 4788-13 being the By-law to regulate traffic and
Committee of the Whole  
November 22, 2018

parking on Grey County roads be amended to reflect the proposed revisions.

Carried

PDR-CW-39-18 Owen Martin Forest By-law Minor Exemption–Grey Highlands

CW281-18 Moved by: Councillor Greenfield    Seconded by: Councillor Paterson

That Report PDR-CW-39-18 be received and that the application for a Minor Exemption under the County’s Forest Management By-law for Lot 37, Concession 8 (427066 8th Concession), in the geographic Township of Artemesia, Municipality of Grey Highlands, be approved.

Carried

PDR-CW-40-18 Rockland Mfg. Inc. Minor Exemption – Grey Highlands

CW282-18 Moved by: Councillor Burley    Seconded by: Councillor Hicks

That Report PDR-CW-40-18 be received and that the amended application (map 2) for a Minor Exemption under the County’s Forest Management By-law for Lot 31, Concession 5 (213159 30th Sideroad), in the geographic Township of Artemesia, Municipality of Grey Highlands, be approved.

Carried

PDR-CW-41-18 Wally Schaus Official Plan Amendment Merit Report – West Grey

CW283-18 Moved by: Councillor Bell    Seconded by: Councillor Boddy

That Report PDR-CW-41-18 regarding a proposed County Official Plan Amendment be received; and

That the proposal proceeds to a Public Meeting to consider an amendment to the County of Grey Official Plan on lands designated ‘Agricultural’ and ‘Hazard Lands’, to permit a surplus farm dwelling severance within 500 metres of the Primary Settlement Area boundary of the Town of Hanover, for the lands described as Lot 5, 6, 7 Concession SDR (301138 Knappville Road), geographic Township of Bentinck, Municipality of West Grey, provided the Municipality is prepared to hold a joint public meeting in consideration of the necessary local amendment requirements.

Carried
PDR-CW-43-18 Grey Sauble Conservation Authority Contract Renewal for Continued Forest and Trail Management and By-law Enforcement

* CW284-18 Moved by: Councillor Pringle Seconded by: Councillor Paterson

That Report PDR-CW-43-18 be received which provides an overview of the current contract agreements with Grey Sauble Conservation Authority (GSCA) for managing the County Forests, general maintenance and risk management of County owned trails, and for providing By-law Enforcement of the County’s Forest Management By-law; and

That based on the current contract agreements expiring on December 31, 2018 and March 1, 2019 respectively it is recommended that the agreements be extended to December 31, 2019 to allow the opportunity to update the agreements in 2019 and for Council to consider the renewal of the contract arrangement outside of the Lame Duck period; and

That Council acknowledges that an extension of the current agreements with Grey Sauble Conservation Authority to December 31, 2019 is required and staff be directed to move forward with these renewals as approved by the Chief Administrative Officer in accordance with Sections 1 and 2 of By-law 5029-18, being the Lame Duck By-law.

THAT the GSCA agreement continue as per 4.3 f) of Purchasing Policy stating that a single source procurement may take place when competitive procurement may be found to be impractical.

Carried

CAOR-CW-25-18 The Regiments of Grey Cenotaph Project

* CW285-18 Moved by: Councillor Pringle Seconded by: Councillor Mackey

That Report CAOR-CW-25-18 Regiments of Grey Cenotaph Project, be received; and

That $15,000 be transferred from the Grey Roots Moreston Reserve to cover any project costs which exceed the Veteran’s Affairs Grant of $18,172, In-Kind Donations, and 2018 budgeted funds.

Carried

Tourism Advisory Committee Minutes dated November 1, 2018

* CW286-18 Moved by: Councillor Clumpus Seconded by: Councillor Ardiel

That the Tourism Advisory Committee minutes dated November 1, 2018 be adopted as presented; and

That the following recommendations contained therein be endorsed:
1. That Report CAOR-TAC-23-18 be received and that the Priorities for 2019 under the Tourism Destination Development Action Plan be supported.

2. That Report CAOR-TAC-24-18 regarding revised Terms of Reference for the Tourism Advisory Committee be received; and

That the revised Terms of Reference for the Tourism Advisory Committee as attached to Report CAOR-TAC-24-18 be endorsed.

Carried

TR-CW-03-18 Road Widening Acquisition Plan 16R-11118 Grey Road 17 – Georgian Bluffs

_Moved by: Councillor Greenfield _Seconded by: Councillor Burley_

That Report TR-CW-03-18 regarding the acquisition of road widening be received and that the property identified as Part of Lot 26 Concession 14 Keppel being Part 1 Plan 16R-11118; Geographic Township of Keppel, Township of Georgian Bluffs, County of Grey be acquired by The Corporation of the County of Grey for road widening purposes; and

That Staff be directed to proceed with the road acquisition prior to County Council approval as per Section 25.6 b) of the procedural by-law in order to allow for a timely closure of the real estate transaction pending on the abutting land.

Carried

TR-CW-22-18 Road Widening Acquisition Plan 17R-634 Grey Road 14 – Grey Highlands

_Moved by: Councillor Wright _Seconded by: Councillor Bell_

That Report TR-CW-22-18 regarding the acquisition of road widening be received and that the property identified as Part of Lot 21 Concession 1 North of the Durham Road Artemesia being Part 6 Plan 17R-634; Geographic Township of Artemesia, Municipality of Grey Highlands, County of Grey be acquired by The Corporation of the County of Grey for road widening purposes; and

That Staff be directed to proceed with the road acquisition prior to County Council approval as per Section 25.6 b) of the procedural by-law in order to allow for a timely closure of the real estate transaction pending on the abutting land.

Carried
TR-CW-47-18 Capital Procurement Prior to 2019 Budget Approval - Construction

*CW289-18 Moved by: Councillor Pringle Seconded by: Councillor Barfoot*

That Report TR-CW-47-18 be received; and

That Staff be authorized to issue the tender for the Grey Road 40 Pulverize and Pave Construction Project prior to 2019 budget approval due to tender constraints in accordance with Section 3.3 (c) of the Purchasing Procedure which allows the procurement of up to fifty percent of gross expenditures in year one of the ten year capital forecast and section 10.0, 10.1 f) of the purchasing procedure stating that items requiring pre-budget approval must be reported to Council in order to have the expenditure authorized via resolution.

Carried

HDR-CW-22-18 Agreement for Investment in Affordable Housing Funding - Trembles

*CW290-18 Moved by: Councillor Barfoot Seconded by: Councillor Eccles*

That Report HDR-CW-22-18 regarding funding for affordable housing in West Grey be received; and

That the Warden and Clerk be authorized to enter into a Contribution Agreement with 1993934 Ontario Inc. (Kevin and Jason Tremble) for the funds available in 2018 and 2019 through the Investment in Affordable Housing Program Rental Build Program.

Carried

Other Business

Councillor Pringle suggested that next year the Grey Roots visit highlight the Regional Agriculture Learning and Demonstration Site project and that key individuals be invited to celebrate the accomplishment.

Councillor Fosbrooke noted the Councillor Survey that was sent out. She expressed her hope that all meetings will be recorded.

Notice of Motion

There were none.

Special Presentations

Warden Halliday presented service pins to outgoing members of Council.
Bronze pins representing less than ten years of service were presented to: John Bell (8 years) and Anna-Marie Fosbrooke (4 years). Councillor John McKean will receive a bronze pin for his four years of service.

Councillor Barfoot presented Warden Halliday with a bronze pin for his four years of service.

Silver pins representing ten years to nineteen years of service were presented to: Gail Ardiel (11 years), Alan Barfoot (14 years), Kevin Eccles (15 years), Harley Greenfield (11 years), Bob Pringle (19 years), and Arlene Wright (12 years).

**Warden’s Closing Address**

Warden Halliday presented his Closing Address to County Council.

*CW291-18* Moved by: Councillor Eccles Seconded by: Councillor Pringle

That the Warden’s Closing Address be adopted as presented and engrossed in the minutes.

Carried

Councillor Barfoot presented Warden Halliday with the Warden’s pin and thanked him for his leadership as Warden.

**Adjournment**

On motion of Councillors Burley and Barfoot, Committee of the Whole adjourned at 3:10 PM to the call of the Chair.

Stewart Halliday, Warden

Heather Morrison, Clerk
Grey County Council met at the call of the Clerk on the above date at 7:30 PM. The meeting was held in the County of Grey Council Chambers at the County Administration Building, Owen Sound.

Former Grey County Wardens, the Chief Administrative Officer, and Directors of the County entered the Council Chambers.

Invited guests and County staff were also in attendance.

Heather Morrison, Clerk, welcomed those in attendance and provided opening comments.

The processional of County Councillors were then piped into the Chambers by Piper Rick Thibodeau.

The Clerk presided over the inaugural session and called the meeting to order.

**Roll Call**

The Roll was called by the Clerk with all members present.

**Swearing in of Councillors**

The Honourable Justice Julia A. Morneau presided over the swearing in of the members of Grey County Council.

Best wishes were extended to Council members by The Honourable Justice Morneau.

**Election of the Warden**

The Clerk outlined the procedures for the election of the Warden as set out in the *Municipal Act, 2001* and the County’s Procedural By-law.

**CC01-19** Moved by: Councillor Woodbury Seconded by: Councillor Burley

That the Warden of the County of Grey be elected for a one year term in accordance with By-law 5003-18, being the County’s Procedural By-law and Section 233 (1) of the *Municipal Act, 2001.*

Carried
The Clerk stated that nominations for Warden of the County of Grey for the next term were in order and nominations were received as follows:

**CC02-19** Moved by: Councillor Boddy    Seconded by: Councillor Paterson

That Councillor Selwyn Hicks be nominated for the Warden of the County of Grey.

**CC03-19** Moved by: Councillor Woodbury    Seconded by: Councillor Clumpus

That the nominations for Warden of Grey County be closed.

Carried

At the conclusion of nominations, the Clerk asked the intention of the candidate to run for the office of Warden for which he had been nominated.

Councillor Hicks indicated his desire to stand for the position of Warden for 2019.

Councillors Boddy and Paterson, the nominators for Councillor Hicks, spoke on his behalf.

Councillor Hicks was then acclaimed as Warden of the County of Grey for 2019.

**Swearing in of Warden**

The Honourable Justice Morneau administered the Declaration of Office to Warden Hicks pursuant to the requirements of Section 233 of the Municipal Act, 2001 and offered her congratulations to the new Warden.

**Presentation of the Chain of Office**

Past Warden Brian Milne was invited to the front of the Chambers where he congratulated Warden Hicks and presented him with the Chain of Office.

**Presentation of the Gavel**

The Clerk presented Warden Hicks with the gavel and invited him to assume the Chair for the balance of the proceedings.

**Warden’s Address**

Warden Hicks thanked his nominators and presented his opening address to Council.

**CC04-19** Moved by: Councillor Boddy    Seconded by: Councillor O’Leary
That the Warden’s Address be adopted as presented and engrossed in the minutes.

Carried

Warden’s Remarks and Introductions

Warden Hicks expressed his appreciation to the members of County Council for their support and thanked his nominators. Warden Hicks then introduced his family members and Council from the Town of Hanover.

Remarks by Guests


Adjournment

Warden Hicks thanked everyone for attending and announced that a reception would be held in the atrium immediately following the session and invited all present to attend.

On motion of Councillors Burley and McQueen, Council adjourned at 8:19 PM until Thursday, December 20, 2018.

Council closed with O Canada performed by Keira McArthur.

Selwyn Hicks, Warden

Heather Morrison, Clerk
Corporation of the County of Grey
By-Law 5039-19

A By-law to Amend Schedules “H”, “N”, “O”, “P” and “U” of By-law 4788-13, being a By-law to Regulate Traffic and Parking on Highways within the Grey County Roads System

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

AND WHEREAS the Council of the County of Grey adopted the recommendations of the Committee of the Whole at its December 20, 2018 meeting to amend Schedules “H” No Parking-For Restricted Times-During Winter Season, “N” Rates of Speed, “O” Rates of Speed in School Zones for Restricted Times, “P” Community Safety Zones and “U” No Parking Where Signs Posted;

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

1. That Schedules “H”, “N”, “O”, “P”, and “U” be replaced with the attached Schedules to this By-law.

ENACTED AND PASSED this 20th day of December, 2018.

WARDEN: Selwyn Hicks

CLERK: Heather Morrison
### Schedule “H”

By-Law 4788-13 Amended by 4905-15, 4993-17 and 5039-19
Section 4.2 (j)

No Parking – For Restricted Times – During Winter Season

<table>
<thead>
<tr>
<th>Grey Road No.</th>
<th>Description</th>
<th>Time of Day that No Parking is Applicable</th>
<th>Dates that No Parking is Applicable</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Both sides of the road within the limits of the City of Owen Sound</td>
<td>1 a.m. to 7 a.m.</td>
<td>December 1 to March 31</td>
</tr>
<tr>
<td>(2nd Ave. W., 3rd Ave. W., Eddie Sargent Parkway, Owen Sound)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>Both sides of the road within the limits of the Town of Hanover</td>
<td>1 a.m. to 6 a.m.</td>
<td>December 1 to March 31</td>
</tr>
<tr>
<td>(10th Street, Hanover)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>Both sides of the road within the limits of the geographic Town of Durham except on the east side of Bruce St. N from Lambton St. W. to Chester St. W</td>
<td>12 a.m. to 7 a.m.</td>
<td>November 15 to April 15</td>
</tr>
<tr>
<td>(Lambton St. E. and W., Bruce St. N., and Durham Road West, Durham)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>North and south sides from 30 metres west of the intersection of Grey Road 2/Road 45 to 200 metres west of intersection of Grey Road 2/Road 45</td>
<td>12 a.m. to 7 a.m.</td>
<td>November 15 to April 15</td>
</tr>
<tr>
<td>4</td>
<td>North and south sides from 30 metres east of the intersection of Grey Road 2/Road 45 to 250 metres east of intersection of Grey Road 2/Road 45</td>
<td>12 a.m. to 7 a.m.</td>
<td>November 15 to April 15</td>
</tr>
<tr>
<td>5</td>
<td>Both sides of the road within the limits of the City of Owen Sound</td>
<td>1 a.m. to 7 a.m.</td>
<td>December 1 to March 31</td>
</tr>
<tr>
<td>(2nd Ave. E, 6th Street East, 8th Street East and 28th Street East, Owen Sound)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Description</td>
<td>Time</td>
<td>Date Range</td>
</tr>
<tr>
<td>---</td>
<td>-----------------------------------------------------------------------------</td>
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<td>--------------------------------</td>
</tr>
<tr>
<td>7</td>
<td>Both sides of the road within the limits of the geographic Town of Meaford</td>
<td>2 a.m. to 6 a.m.</td>
<td>December 1 to April 1</td>
</tr>
<tr>
<td>9</td>
<td>Both sides of the road from A point 50 metres west of Bridge No. 009399 to a</td>
<td>1 a.m. to 7 a.m.</td>
<td>December 1 to March 31</td>
</tr>
<tr>
<td></td>
<td>point 800 meters east of Bridge No. 009399</td>
<td></td>
<td></td>
</tr>
<tr>
<td>10</td>
<td>Both sides of the road from the Neustadt Fire Hall to a point 150 metres</td>
<td>1 a.m. to 7 a.m.</td>
<td>December 1 to March 31</td>
</tr>
<tr>
<td></td>
<td>south of the Lutheran Church. A distance of 1200 metres</td>
<td></td>
<td></td>
</tr>
<tr>
<td>10</td>
<td>Both sides of the road within the limits of the Town of Hanover</td>
<td>1 a.m. to 6 a.m.</td>
<td>December 1 to March 31</td>
</tr>
<tr>
<td>12</td>
<td>Both sides of the road within the limits of the geographic Town of Meaford</td>
<td>2 a.m. to 6 a.m.</td>
<td>December 1 to April 1</td>
</tr>
<tr>
<td>13</td>
<td>Both sides of the road within the limits of the geographic Town of Thornbury</td>
<td>2 a.m. to 7 a.m.</td>
<td>November 1 to April 1</td>
</tr>
<tr>
<td>13</td>
<td>Both sides of the road within the limits of the geographic Village of</td>
<td>2 a.m. to 7 a.m.</td>
<td>November 1 to April 1</td>
</tr>
<tr>
<td></td>
<td>Clarksburg</td>
<td></td>
<td></td>
</tr>
<tr>
<td>15</td>
<td>Both sides of the road within the limits of the City of Owen Sound</td>
<td>1 a.m. to 7 a.m.</td>
<td>December 1 to March 31</td>
</tr>
<tr>
<td>19</td>
<td>Both sides of the road from the intersection of King’s Highway No. 26 to</td>
<td>2 a.m. to 7 a.m.</td>
<td>November 1 to April 1</td>
</tr>
<tr>
<td></td>
<td>the intersection of Grey Road No. 21</td>
<td></td>
<td></td>
</tr>
<tr>
<td>27</td>
<td>Both sides of the road within the limits of the geographic Town of Durham.</td>
<td>12 a.m. to 7 a.m.</td>
<td>November 15 to April 1</td>
</tr>
<tr>
<td>Number</td>
<td>Address</td>
<td>Description</td>
<td>Time</td>
</tr>
<tr>
<td>--------</td>
<td>-------------------------------</td>
<td>-----------------------------------------------------------------------------</td>
<td>-----------------</td>
</tr>
<tr>
<td>28</td>
<td>(24th Avenue, Hanover)</td>
<td>Both sides of the road within the limits of the Town of Hanover</td>
<td>1 a.m. to 6 a.m.</td>
</tr>
<tr>
<td>113</td>
<td>(Alfred Street West, Thornbury)</td>
<td>Both sides of the road within the limits of the geographic Town of Thornbury</td>
<td>2 a.m. to 7 a.m.</td>
</tr>
<tr>
<td>124</td>
<td></td>
<td>East and West Sides from the intersection of Grey Road 4 southerly for 200 m</td>
<td>12 a.m. to 7 a.m.</td>
</tr>
</tbody>
</table>
## Schedule “N”

By-Law 4788-13
Amended by By-law 4901-15, 4921-16, 4937-16, 4993-17, 5000-18 and 5039-19
Section 5.3 (a) (ii) 7070

### Rates of Speed

<table>
<thead>
<tr>
<th>Column 1</th>
<th>Column 2</th>
<th>Column 3</th>
<th>Column 4</th>
</tr>
</thead>
<tbody>
<tr>
<td>Grey Road No.</td>
<td>From</td>
<td>To</td>
<td>Rate of Speed</td>
</tr>
<tr>
<td>1</td>
<td>The east limits of the geographic Town of Wiarton</td>
<td>A point 1300 metres east of the east limits of the geographic Town of Wiarton</td>
<td>60 kilometres per hour</td>
</tr>
<tr>
<td>1</td>
<td>A point 300 metres west of the intersection of Grey Road 1 at Zion Church Road and Havelock Street (Oxenden)</td>
<td>A point 2400 metres east of the intersection of Grey Road 1 at Zion Church Road and Havelock Street (Oxenden)</td>
<td>60 kilometres per hour</td>
</tr>
<tr>
<td>1</td>
<td>A point opposite the Jean Cheshire Monument</td>
<td>A point 800 metres east of the Jean Cheshire Monument (Cedar Hill Park)</td>
<td>50 kilometres per hour</td>
</tr>
<tr>
<td>1</td>
<td>A point opposite the Jean Cheshire Monument</td>
<td>A point 1500 metres west of the Jean Cheshire Monument to Jane Miller Park</td>
<td>60 kilometres per hour</td>
</tr>
<tr>
<td>1</td>
<td>A point 350 metres east of the intersection of Grey Road 1 and Division Street (Big Bay)</td>
<td>A point 230 metres west of the intersection of Grey Road 1 and Division Street (Big Bay)</td>
<td>50 kilometres per hour</td>
</tr>
<tr>
<td>1</td>
<td>The Intersection of Church Sideroad West</td>
<td>A point 150 metres north of the intersection of Grey Road 1 at Indian Acres Road West</td>
<td>70 kilometres per hour</td>
</tr>
<tr>
<td>1</td>
<td>A point 150 metres north of the intersection of Grey Road 1 at Indian Acres Road West</td>
<td>The north limits of the City of Owen Sound</td>
<td>60 kilometres per hour</td>
</tr>
<tr>
<td>1</td>
<td>400 metres west of Presqu’ile Road</td>
<td>4,035 metres north of Presqu’ile Road</td>
<td>70 kilometres per hour</td>
</tr>
<tr>
<td>2</td>
<td>A point 150 metres north of the intersection of Grey Road 119</td>
<td>A point 650 metres south of the intersection of Grey Road 119</td>
<td>50 kilometres per hour</td>
</tr>
<tr>
<td></td>
<td>A point 250 metres south of the intersection of Grey Road 2 and 8th Concession B</td>
<td>A point 300 metres north of the intersection of Grey Road 2 and 8th Concession A</td>
<td>50 kilometres per hour</td>
</tr>
<tr>
<td>---</td>
<td>---</td>
<td>---</td>
<td>---</td>
</tr>
<tr>
<td>2</td>
<td>100 m south of Gwendale Street, Maxwell</td>
<td>The intersection of Grey Road 4</td>
<td>50 kilometres per hour</td>
</tr>
<tr>
<td>2</td>
<td>A point 350 metres south of the intersection of Grey Road 2 and 8th Concession B</td>
<td>A point 300 metres north of the intersection of Grey Road 2 and 8th Concession A</td>
<td>50 kilometres per hour</td>
</tr>
<tr>
<td>2</td>
<td>The intersection of Grey Road 3 and Grey Road 16 (Keady)</td>
<td>A point 212 metres south of the intersection</td>
<td>50 kilometres per hour</td>
</tr>
<tr>
<td>3</td>
<td>The intersection of Grey Road 3 and Grey Road 16 (Keady)</td>
<td>A point 219 metres north of the intersection</td>
<td>50 kilometres per hour</td>
</tr>
<tr>
<td>3</td>
<td>714 m north of The Intersection of Grey Road 3 and Sideroad 8, Township of Chatsworth (geographic Township of Sullivan)</td>
<td>To a point 800 metres south of the intersection of Grey Road 3 and Sideroad 8, Township of Chatsworth (geographic Township of Sullivan)</td>
<td>70 kilometres per hour</td>
</tr>
<tr>
<td>3</td>
<td>A point 700 metres north of the intersection of Grey Road No. 4 and Grey Road No. 3</td>
<td>To a point 1.4 kilometres north of this intersection</td>
<td>60 kilometres per hour</td>
</tr>
<tr>
<td>3</td>
<td>The intersection of King’s Highway 21 (Jackson)</td>
<td>540 metres south of the intersection of King’s Highway 21 (Jackson)</td>
<td>60 kilometres per hour</td>
</tr>
<tr>
<td>4</td>
<td>A point 700 metres east of the intersection of Grey Road No. 2 and Grey Road No. 4 (Maxwell)</td>
<td>To a point 1050 metres east of the intersection</td>
<td>70 kilometres per hour</td>
</tr>
<tr>
<td>4</td>
<td>The Intersection of Grey Road No. 2 and Grey Road No. 4 (Maxwell)</td>
<td>A point 700 metres east of the intersection</td>
<td>50 kilometres per hour</td>
</tr>
<tr>
<td>4</td>
<td>The Intersection of Grey Road No. 2 and Grey Road No. 4 (Maxwell)</td>
<td>A point 600 metres west of the intersection</td>
<td>50 kilometres per hour</td>
</tr>
<tr>
<td>4</td>
<td>A point 600 metres west of the intersection of Grey Road No. 2 and Grey Road No. 4 (Maxwell)</td>
<td>To a point 900 metres west of the intersection</td>
<td>70 kilometres per hour</td>
</tr>
<tr>
<td>4</td>
<td>The intersection of King’s Highway No. 10 and Grey Road No. 4</td>
<td>To a point 1050 metres east of the intersection</td>
<td>50 kilometres per hour</td>
</tr>
<tr>
<td></td>
<td>Description</td>
<td>Speed Limit</td>
<td></td>
</tr>
<tr>
<td>---</td>
<td>-----------------------------------------------------------------------------</td>
<td>-----------------------------------</td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>The Intersection of King’s Highway No. 10 and Grey Road No. 4 (Flesherton)</td>
<td>50 kilometres per hour</td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>A point 50 metres west of the intersection of Artemesia-Glenelg Townline and Grey Road No. 4 (Priceville)</td>
<td>50 kilometres per hour</td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>A point 800 metres east of the intersection of Artemesia-Glenelg Townline and Grey Road No. 4 (Priceville)</td>
<td>60 kilometres per hour</td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>A point 200 metres east of the intersection of Grey Road No. 4 and Baseline at Wilcox Lake Road (Ceylon)</td>
<td>60 kilometres per hour</td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>The Intersection of King’s Highway No. 6 and Grey Road No. 4 in the geographic Town of Durham</td>
<td>50 kilometres per hour</td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>The Intersection of King’s Highway No. 6 and Grey Road No. 4 in the geographic Town of Durham</td>
<td>50 kilometres per hour</td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>A point 1500 metres northwest of the intersection of King’s Highway 6 in the geographic Town of Durham</td>
<td>60 kilometres per hour</td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>The Intersection of Grey Road No. 10 and Grey Road No. 4</td>
<td>50 kilometres per hour</td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>The Intersection of Grey Road No. 10 and Grey Road No. 4</td>
<td>50 kilometres per hour</td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>Owen Sound City Limits (1st St. S.W. and 2nd Ave. E)</td>
<td>50 kilometres per hour</td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>A point 300 metres southwest of the intersection of 7th Street S.W. (Township of Georgian Bluffs)</td>
<td>60 kilometres per hour</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Description</td>
<td>Limiting Point</td>
<td>Speed Limit</td>
</tr>
<tr>
<td>---</td>
<td>-----------------------------------------------------------------------------</td>
<td>--------------------------------------------------------------------------------</td>
<td>----------------------</td>
</tr>
<tr>
<td>5</td>
<td>A point 550 metres east of the Grey-Bruce Line</td>
<td>The intersection of the Grey-Bruce Line</td>
<td>70 kilometres per hour</td>
</tr>
<tr>
<td>7</td>
<td>Meaford south limit</td>
<td>King’s Highway 26</td>
<td>50 kilometres per hour</td>
</tr>
<tr>
<td>9</td>
<td>The Intersection of Grey Road No. 14 and Grey Road No. 9 (Hopeville)</td>
<td>To a point 280 metres east of the intersection</td>
<td>50 kilometres per hour</td>
</tr>
<tr>
<td>9</td>
<td>The Intersection of Grey Road No. 14 and Grey Road No. 9 (Hopeville)</td>
<td>To a point 230 metres west of the intersection</td>
<td>50 kilometres per hour</td>
</tr>
<tr>
<td>9</td>
<td>A point 100 metres west of the intersection of Grey Road 9 and King’s Highway 10</td>
<td>A point 100 metres west of the intersection of Grey Road 9 and Ida Street (Dundalk)</td>
<td>50 kilometres per hour</td>
</tr>
<tr>
<td>9</td>
<td>A point 200 metres east of the intersection of Grey Road 9, Road 63 and South Line C</td>
<td>A point 200 metres south of the intersection of Grey Road 9, Road 63 and South Line C</td>
<td>50 kilometres per hour</td>
</tr>
<tr>
<td>10</td>
<td>The intersection of Grey Road No. 28 and Grey Road No. 10 (north of the Town of Hanover)</td>
<td>To a point 1800 metres south of the intersection of Grey Road No. 4</td>
<td>50 kilometres per hour</td>
</tr>
<tr>
<td>Bruce County No. 10</td>
<td>The intersection of King’s Highway No. 6 (Hepworth)</td>
<td>To a point 650 metres south of the intersection of King’s Highway No. 6 (Hepworth)</td>
<td>50 kilometres per hour</td>
</tr>
<tr>
<td>Bruce County No. 10</td>
<td>A point 650 metres south of the intersection of King’s Highway No. 6 (Hepworth)</td>
<td>A point 950 metres south of the intersection of King’s Highway No. 6 (Hepworth)</td>
<td>70 kilometres per hour</td>
</tr>
<tr>
<td>Bruce County No. 10</td>
<td>A point 450 metres south of the intersection of Grey Road 25</td>
<td>The intersection of Grey Road 25</td>
<td>50 kilometres per hour</td>
</tr>
<tr>
<td>12</td>
<td>A point 200 metres north-easterly from the line between Lots 19 &amp; 20, at the Rocky Saugeen River Bridge, geographic Township of Glenelg (Municipality of West Grey)</td>
<td>A point 200 metres westerly from the line between Lots 19 and 20, at the Rocky Saugeen River Bridge, geographic Township of Glenelg (Municipality of West Grey)</td>
<td>60 kilometres per hour</td>
</tr>
<tr>
<td>12</td>
<td>The intersection of King’s Highway 26 and Grey Road 12</td>
<td>A point 200 metres east of the intersection of Grey Road 12 and 7th Line</td>
<td>50 kilometres per hour</td>
</tr>
</tbody>
</table>

Amended by By-law 4901-15, 4921-16, 4937-16, 4993-17, 5000-18, 5039-19 December 20, 2018
<p>| 12 | The intersection of King’s Highway 10 and Grey Road 12 | A point 250 metres east of the intersection of Grey Road 12 and Lawler Street (Markdale) | 50 kilometres per hour |
| 12 | The intersection of King’s Highway 10 and Grey Road 12 | A point 120 metres east of the intersection of Grey Road 12 and Ford’s Drive (Markdale) | 50 kilometres per hour |
| 13 | A point 800 metres north of the intersection of Grey Road 13 and Grey Road 40 | The intersection of Grey Road 13 and Alice Street East and West (Thornbury) | 50 kilometres per hour |
| 13 | A point 700 metres north of the intersection of Grey Road No. 13 and Sideroad 22C | A point 175 metres south of the intersection of Grey Road No. 13 and The Blue Mountains – Euphrasia Townline at Sideroad 25 | 50 kilometres per hour |
| 13 | A point 175 metres south of the intersection of Grey Road No. 13 and The Blue Mountains – Euphrasia Townline at Sideroad 25 | A point 75 metres north of the intersection of Grey Road No. 13 and The Blue Mountains – Euphrasia Townline at Sideroad 25 | 60 kilometres per hour |
| 13 | The intersection of Alice Street (Thornbury) | The intersection of King’s Highway No. 26 (Bridge Street) | 40 kilometres per hour |
| 13 | The intersection of John Street and Grey Road 13 North | To the intersection of Charles Street and Grey Road 13 | 50 kilometres per hour |
| 13 | 575 metres north of Grey Road 30 | 295 metres south of Grey Road 30 | 50 kilometres per hour |
| 13 | 110 metres south of Raglan Street | 210 metres north of North Street | 50 kilometres per hour |
| 14 | The intersection of Grey Road No. 9 and Grey Road No. 14 (Hopeville) | A point 200 metres north of the intersection | 50 kilometres per hour |
| 14 | The Intersection of Grey Road No. 9 and Grey Road No. 14 (Hopeville) | A point 250 metres south of the intersection | 50 kilometres per hour |
| 14 | The west limits of Cedarville | The east Limits of Cedarville | 60 kilometres per hour |
| 14 | The west limits of Cedarville | The east limits of Cedarville | 50 kilometres per hour |</p>
<table>
<thead>
<tr>
<th></th>
<th>Description</th>
<th>Location Details</th>
<th>Speed Limit</th>
</tr>
</thead>
<tbody>
<tr>
<td>15</td>
<td>The intersection of King’s Highway No. 26 and Grey Road 15</td>
<td>A point 450 metres north of the intersection</td>
<td>50 kilometres per hour</td>
</tr>
<tr>
<td>15</td>
<td>A point 200 metres southwest of the intersection of Grey Road 15 &amp;</td>
<td>A point 450 metres northwest of the intersection of Grey Road 15 &amp;</td>
<td>50 kilometres per hour</td>
</tr>
<tr>
<td></td>
<td>Sydenham Lakeshore Drive at Sideroad 33 (Annan)</td>
<td>Sydenham Lakeshore Drive at Sideroad 33 (Annan)</td>
<td></td>
</tr>
<tr>
<td>15</td>
<td>A point 350 metres southeast of the intersection of Grey Road 15 &amp;</td>
<td>A point 1800 metres southwest of the intersection of Grey Road 15 &amp;</td>
<td>50 kilometres per hour</td>
</tr>
<tr>
<td></td>
<td>Princes Street (Leith)</td>
<td>Princes Street (Leith)</td>
<td></td>
</tr>
<tr>
<td>15</td>
<td>A point 1800 metres southwest of the intersection of Grey Road 15 &amp;</td>
<td>A point 400 metres northeast of the Owen Sound City Limits</td>
<td>60 kilometres per hour</td>
</tr>
<tr>
<td></td>
<td>Princes Street (Leith)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>15</td>
<td>A point 400 metres northeast of the Owen Sound City Limits</td>
<td>The Owen Sound City Limits</td>
<td>50 kilometres per hour</td>
</tr>
<tr>
<td>16</td>
<td>A point 450 metres east of the intersection of Grey Road No. 16 and</td>
<td>A point 400 metres west of the intersection of Grey Road No. 16 and</td>
<td>50 kilometres per hour</td>
</tr>
<tr>
<td></td>
<td>Grey Road No. 3 (Keady)</td>
<td>Grey Road No. 3 (Keady)</td>
<td></td>
</tr>
<tr>
<td>17B</td>
<td>The intersection of Grey Road 17B and Alpha Street (Township of</td>
<td>The intersection of Grey Road 17B and Sommers Street (Township of Georgian</td>
<td>50 kilometres per hour</td>
</tr>
<tr>
<td></td>
<td>Georgian Bluffs)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>17B</td>
<td>The intersection of Grey Road 17B and Sommers Street (Township of Georgian</td>
<td>The intersection of Grey Road 17B and West Street (Township of Georgian Bluffs)</td>
<td>60 kilometres per hour</td>
</tr>
<tr>
<td></td>
<td>Bluffs)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>17B</td>
<td>The intersection of Grey Road 17B and West Street (Township of Georgian</td>
<td>The intersection of Grey Road 17B and King’s Highway No. 6 (Township of Georgian</td>
<td>70 kilometres per hour</td>
</tr>
<tr>
<td></td>
<td>Bluffs)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>18</td>
<td>The intersection of King’s Highway 6 and 10 (Rockford)</td>
<td>A point 300 metres east of the intersection</td>
<td>60 kilometres per hour</td>
</tr>
<tr>
<td>18</td>
<td>The intersection of King’s Highway 6 and 10 (Rockford)</td>
<td>A point 500 metres west of the intersection</td>
<td>60 kilometres per hour</td>
</tr>
</tbody>
</table>

By-law 4788-13
Schedule N
Amended by By-law 4901-15, 4921-16, 4937-16, 4993-17, 5000-18, 5039-19 December 20, 2018
<p>| 18 | The intersection of King’s Highway 26 (Woodford) | A point 600 metres south of the intersection | 60 kilometres per hour |
| 19 | The intersection of Grey Road No. 19 and King’s Highway No. 26 | The intersection of Grey Road No. 19 and Monterra Road | 50 kilometres per hour |
| 19 | The intersection of Grey Road No. 19 and Monterra Road | The southern intersection of Grey Road No. 19 and The Blue Mountains-Clearview Townline | 60 kilometres per hour |
| 21 | The intersection of King’s Highway No. 26 | The intersection of Grey Road No. 19 | 60 kilometres per hour |
| 25 | The intersection of Grey Bruce Line and Grey Road 25 | 250 m east of the intersection of Grey Bruce Line and Grey Road 25 | 50 kilometres per hour |
| 25 | The intersection of King’s Highway No. 6 and Grey Road 25 | 750 m west of the intersection of King’s Highway 6 and Grey Road 25 | 50 kilometres per hour |
| 27 | The intersection of Highway 6 westerly | The intersection of Bruce Street (County Road 4) | 50 kilometres per hour |
| 28 | A point 650 metres south of the intersection with Grey Road No. 4 | A point 1100 metres north of the intersection of Grey Road No. 4 | 50 kilometres per hour |
| 29 | A point 200 metres south of Bognor-John Street | A point 500 metres north of Sideroad 6 | 50 kilometres per hour |
| 29 | A point 100 metres northwest of the intersection of Grey Road 29 and Deviation Road | A point 400 metres east of the intersection of Grey Road 29 and Concession 11 | 50 kilometres per hour |
| 30 | The intersection of Grey Road 32 | The intersection of Grey Road 13 | 60 kilometres per hour |
| 31 | The intersection of Grey Road 31 and Road 63 (Rob Roy) | A point 600 metres east of the intersection | 60 kilometres per hour |
| 31 | A point 500 metres north of the intersection at Simcoe County Road No. 91 | A point 400 metres south of the intersection at Simcoe County Road No. 91 | 70 kilometres per hour |
| 31 | The intersection at Grey Road No. 124 (Singhampton) | A point 300 metres north of intersection at Grey Road 124 | 60 kilometres per hour |
| 31 | A point 300 metres north of intersection at Grey Road 124 | A point 700 metres north of intersection at Grey Road 124 | 70 kilometres per hour |</p>
<table>
<thead>
<tr>
<th>Number</th>
<th>Description</th>
<th>Location</th>
<th>Speed Limit</th>
</tr>
</thead>
<tbody>
<tr>
<td>32</td>
<td>The intersection King’s Highway 10</td>
<td>The intersection of Grey Road 30</td>
<td>60 kilometres per hour</td>
</tr>
<tr>
<td>32</td>
<td><strong>The intersection of King’s Highway 10</strong></td>
<td>The intersection of Grey Road 30</td>
<td>70 kilometres per hour</td>
</tr>
<tr>
<td>40</td>
<td>The intersection of the 7th Line of Town of The Blue Mountains</td>
<td>The intersection of King’s Highway 26</td>
<td>60 kilometres per hour</td>
</tr>
<tr>
<td>40</td>
<td>A point 500 metres west of the intersection of The Blue Mountains - Euphrasia Townline</td>
<td>To a point 800 metres east of the intersection</td>
<td>70 kilometres per hour</td>
</tr>
<tr>
<td>40</td>
<td>The intersection of Grey Road 40 and Concession 8 (Desboro)</td>
<td>A point 1044 metres north of the intersection</td>
<td>50 kilometres per hour</td>
</tr>
<tr>
<td>40</td>
<td>The intersection of Grey Road 40 and Concession 8 (Desboro)</td>
<td>A point 127 metres west of the intersection</td>
<td>50 kilometres per hour</td>
</tr>
<tr>
<td>109</td>
<td>The intersection at Southgate Township Road 12 (Holstein)</td>
<td>A point 500 metres south of the intersection</td>
<td>50 kilometres per hour</td>
</tr>
<tr>
<td>112</td>
<td>The intersection at King’s Highway No. 26</td>
<td>A point at the current gate of the Department of National Defence property</td>
<td>70 kilometres per hour</td>
</tr>
<tr>
<td>113</td>
<td>The intersection of Grey Road 113 and Grey Road 13</td>
<td>A point 100 metres south of the intersection of Grey Road 113 and Baring Street (Thornbury)</td>
<td>50 kilometres per hour</td>
</tr>
<tr>
<td>119</td>
<td>A point 500 metres west of the intersection of Grey Road 2 (Ravenna)</td>
<td>0.4km west of the 5th Line</td>
<td>60 kilometres per hour</td>
</tr>
<tr>
<td>119</td>
<td>0.4km west of the 5th Line</td>
<td>A point 125 m west of Sideroad 15</td>
<td>70 kilometres per hour</td>
</tr>
<tr>
<td>119</td>
<td>A point of 125m west of Side Road 15</td>
<td>Round-A-Bout</td>
<td>50 kilometres per hour</td>
</tr>
<tr>
<td>170</td>
<td>The intersection of Grey Road 170 and Kings Highway 6</td>
<td>A point 415 metres north of the intersection</td>
<td>50 kilometres per hour</td>
</tr>
<tr>
<td>Grey-Bruce Line</td>
<td>The intersection of Grey Road No. 10 and Grey Road 25 (Scone)</td>
<td>A point 380 metres north of the intersection</td>
<td>50 kilometres per hour</td>
</tr>
<tr>
<td>Grey-Bruce Line</td>
<td>A point 380 metres north of the</td>
<td>A point 720 metres north of the</td>
<td>70 kilometres per hour</td>
</tr>
</tbody>
</table>

Amended by By-law 4901-15, 4921-16, 4937-16, 4993-17, 5000-18, 5039-19 December 20, 2018
<table>
<thead>
<tr>
<th>Bruce Line</th>
<th>intersection of Grey Road 25 (Scone)</th>
<th>intersection</th>
<th>hour</th>
</tr>
</thead>
</table>

Amended by By-law 4901-15, 4921-16, 4937-16, 4993-17, 5000-18, 5039-19 December 20, 2018

By-law 4788-13
Schedule N

29
Schedule “O”
By-Law 4788-13
Amended by 4818-13, 4874-14, 4905-15 and 5039-19
Section 5.3 (a) (iv)

Rates of Speed in School Zones for Restricted Times

40 kilometers per hour

<table>
<thead>
<tr>
<th>Grey Road No.</th>
<th>Location</th>
<th>Effective Time</th>
</tr>
</thead>
<tbody>
<tr>
<td>4</td>
<td>Osprey Central School 250 metres west of the intersection to 500 metres east of the intersection of County Road No. 2 and County Road No. 4 in the village of Maxwell</td>
<td>During school days 8:15 to 9:00 a.m. 10:55 to 11:40 a.m. 1:20 to 2:10 p.m. 3:20 to 3:50 p.m.</td>
</tr>
<tr>
<td>5</td>
<td>Derby Public School 200 metres east to 550 metres west of the intersection of County Road No. 5 and Concession 7 of the geographic Township of Derby in the Village of Kilsyth.</td>
<td>During school days 8:00 to 9:00 a.m. 3:00 to 4:00 p.m.</td>
</tr>
<tr>
<td>7</td>
<td>St. Vincent Euphrasia Elementary School 103 metres south to 382 metres south of the intersection of County Road 7 and King’s Highway No. 26 in Meaford</td>
<td>During school days 8:00 to 9:00 a.m. 3:00 to 4:00 p.m.</td>
</tr>
<tr>
<td>9</td>
<td>Highpoint Community School, Dundalk from the intersection of Ida Street to 25 metres north of Dundalk Street</td>
<td>During school days 8:15 to 9:00 a.m. 11:10 a.m. to 11:50 p.m. 1:20 to 1:50 p.m. 3:20 p.m. to 4:00 p.m.</td>
</tr>
<tr>
<td>10</td>
<td>Dawnview Public School, Hanover 300 metres north to 250 metres south of the intersection of 3rd Street and County Road No. 10 in Hanover</td>
<td>During school days 8:00 to 9:00 a.m. 3:00 to 4:00 p.m.</td>
</tr>
<tr>
<td>12</td>
<td>Beavercrest Community School 20 metres west of the intersection of Sproule</td>
<td>During school days 7:45 to 9:00 a.m.</td>
</tr>
<tr>
<td>Grey Road No.</td>
<td>Location</td>
<td>Effective Time</td>
</tr>
<tr>
<td>--------------</td>
<td>--------------------------------------------------------------------------</td>
<td>-------------------------------------</td>
</tr>
<tr>
<td></td>
<td>Street and Grey Road No. 12 to 98 metres west of the intersection of Lawler Drive and Grey Road No. 12 in the geographic Village of Markdale</td>
<td>10:45 – 11:45 a.m. 1:00 – 2:00 p.m. 3:00 – 4:00 p.m.</td>
</tr>
<tr>
<td>13 (Bruce St S)</td>
<td>Beaver Valley Community School 330 metres south of the southerly property limit to a point 170 metres north of the northerly property limits of Beaver Valley Community School, Thornbury</td>
<td>During school days 7:45 to 9:00 a.m. 10:55 to 11:35 a.m. 1:15 to 1:55 3:00 to 4:00 p.m.</td>
</tr>
<tr>
<td>40</td>
<td>Sullivan Community School, Desboro 95 metres north of the north entrance to 422 metres south of the south entrance of the school</td>
<td>During school days 8:15 to 9:00 a.m. 3:15 to 4:00 p.m.</td>
</tr>
<tr>
<td>109</td>
<td>Egremont Community School 500 metres south of south entrance to 350 metres north of the north entrance, geographic Township of Egremont (north of Holstein)</td>
<td>During school days 8:00 to 9:00 a.m. 3:15 to 4:00 p.m.</td>
</tr>
</tbody>
</table>

**Rates of Speed in School Zones for Restricted Times**

60 kilometres per hour

<table>
<thead>
<tr>
<th>Grey Road No.</th>
<th>Location</th>
<th>Effective Time</th>
</tr>
</thead>
<tbody>
<tr>
<td>14</td>
<td>From 200 metres west of Southgate SR 7 to 570 metres west of Southgate SR 7</td>
<td>During school days 8:00 a.m. to 9:00 a.m. 12:00 p.m. to 1:00 p.m. 3:00 p.m. to 4:00 p.m.</td>
</tr>
</tbody>
</table>
**Schedule “P”**

By-Law 4788-13
Amended by By-law 4947-16, 5039-18 December 20, 2018
Section 5.3 (b)

**Community Safety Zones – Anytime**

<table>
<thead>
<tr>
<th>Grey Road No.</th>
<th>Location</th>
<th>From</th>
<th>To</th>
</tr>
</thead>
<tbody>
<tr>
<td>2</td>
<td>Community of Ravenna Total of 0.8 kilometres</td>
<td>A point 650m south of Grey County Road 19</td>
<td>A point 150m north of Grey County Road 19</td>
</tr>
<tr>
<td>4</td>
<td>Town of Hanover</td>
<td>The intersection of County Road No. 4 and 13th Avenue</td>
<td>The intersection of County Road No. 4 and 17th Avenue</td>
</tr>
<tr>
<td>4</td>
<td>Priceville</td>
<td>50 metres west of Artemesia-Glenelg Townline</td>
<td>130 metres west of Rivers Street</td>
</tr>
<tr>
<td>4</td>
<td>Ceylon</td>
<td>150 metres west of Wilcox Lake Road</td>
<td>178 metres east of West Back Line</td>
</tr>
<tr>
<td>4</td>
<td>Maxwell</td>
<td>464 metres west of Road 45</td>
<td>736 metres east of Road 45</td>
</tr>
<tr>
<td>5</td>
<td>Community of Kilsyth</td>
<td>A point 200 metres east to 550 metres west of the intersection of Grey Road No. 5 and Concession 7 of the geographic Township of Derby</td>
<td>550 metres west of the intersection of Grey Road No. 5 and Concession 7 of the geographic Township of Derby</td>
</tr>
<tr>
<td>7</td>
<td>Municipality of Meaford</td>
<td>Highway 26 Southerly 700 m</td>
<td>A point 50m north of the Junction of Muir St.</td>
</tr>
<tr>
<td>7</td>
<td>Griersville</td>
<td>250 metres south of Old Mail Road</td>
<td>460 metres north of Old Mail Road</td>
</tr>
<tr>
<td>9</td>
<td>Community of Dundalk – (Total distance of 775 metres)</td>
<td>The intersection of Ida Street</td>
<td>25 metres north of Dundalk Street</td>
</tr>
<tr>
<td>Column 1</td>
<td>Column 2</td>
<td>Column 3</td>
<td>Column 4</td>
</tr>
<tr>
<td>---------</td>
<td>---------</td>
<td>----------</td>
<td>----------</td>
</tr>
<tr>
<td>Grey Road No.</td>
<td>Location</td>
<td>From</td>
<td>To</td>
</tr>
<tr>
<td>10</td>
<td>Town of Hanover –</td>
<td>A point 300 metres north of the intersection of Grey Road No. 10 and 3rd Street</td>
<td>250 metres south of the intersection of Grey Road No. 10 and 3rd Street</td>
</tr>
<tr>
<td>10</td>
<td>Community of Neustadt Total distance of 1650 metres</td>
<td>A point 750 m north of the Junction of Grey County Road 9</td>
<td>A point 50m NW of Tower Street.</td>
</tr>
<tr>
<td>13</td>
<td>Communities of Clarksburg and Thornbury –</td>
<td><strong>150 m south of the intersection of the 10th Line, Clarksburg, northerly</strong></td>
<td>The intersection of Napier Street, Thornbury, easterly</td>
</tr>
<tr>
<td>13</td>
<td>Community of Heathcote Total of 1.2 kilometres</td>
<td>A point 100m south of Church Street</td>
<td>A point 150 m east of the Blue Mountains/ Euphrasia Townline</td>
</tr>
<tr>
<td>13</td>
<td>Community of Kimberley</td>
<td>A point 675 m north of the Junction of Grey County Road 30</td>
<td>A point 300 m south of the Junction of Grey County Road 7</td>
</tr>
<tr>
<td>13</td>
<td>Community of Eugenia Total of 4-0 1.6 kilometres</td>
<td>A point 300 m north of the intersection at St. Arnaud Street</td>
<td>150 m north of the intersection at North Street</td>
</tr>
<tr>
<td>14</td>
<td>Cedarville</td>
<td><strong>166 metres west of Feairs Drive</strong></td>
<td><strong>443 metres east of Feairs Drive</strong></td>
</tr>
<tr>
<td>27</td>
<td>Community of Durham –</td>
<td>The intersection of Highway 6 westerly</td>
<td>The intersection of Bruce Street (County Road 4)</td>
</tr>
<tr>
<td>29</td>
<td>Bognor</td>
<td><strong>50 metres south of Sideroad 6</strong></td>
<td><strong>725 metres south of Sideroad 6</strong></td>
</tr>
<tr>
<td>29</td>
<td>Community of Walters Falls</td>
<td>A point 77 metres west of the intersection of Grey Road No. 40 and Deviation Road</td>
<td>A point 420 metres east of the intersection of Concession 11 Total of approx. 927 metres</td>
</tr>
</tbody>
</table>
Schedule “U”
By-Law 4788-13 Amended by By-law 4901-15, 4905-15, 4921-16, 4934-16, 4993-17 and 5039-19
Section 4.2 (c)

**No Parking Where Signs Posted**

<table>
<thead>
<tr>
<th>Grey Road No.</th>
<th>Side of Road</th>
<th>Column 3</th>
<th>Column 4</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Both sides</td>
<td>A point 120 m south of the junction of County Road 17A</td>
<td>A point 120 m north of the junction of County Road 17A</td>
</tr>
<tr>
<td>1</td>
<td>Both sides</td>
<td>A point 300 m north of the junction of County Road 17A</td>
<td>A point 600 m north of the junction of County Road 17A</td>
</tr>
<tr>
<td>1</td>
<td>Both sides</td>
<td>The north limit of bridge #1-021 at Balmy Beach Road at Lot 17, Concession 3, Township of Georgian Bluffs (former Township of Sarawak)</td>
<td>The south limit of the bridge #1-021</td>
</tr>
<tr>
<td>1 (2nd Ave. W., Owen Sound)</td>
<td>Both sides</td>
<td>The intersection of 10th Street West</td>
<td>The Pottawatomi River Bridge</td>
</tr>
<tr>
<td>1 (Eddie Sargent Parkway, Owen Sound)</td>
<td>Both sides</td>
<td>The Pottawatomi River Bridge</td>
<td>The intersection of 23rd Street West</td>
</tr>
<tr>
<td>1 (3rd Ave. W., Owen Sound)</td>
<td>Both sides</td>
<td>The intersection of 23rd Street West</td>
<td>A point 45.7 metres southerly of the intersection</td>
</tr>
<tr>
<td>1</td>
<td>West Side</td>
<td>East Linton Road West</td>
<td>30 metres north of East Linton Sideroad West</td>
</tr>
<tr>
<td>2 (Ravenna)</td>
<td>Both sides</td>
<td>The intersection of Grey Road 119</td>
<td>A point 30 m south of the intersection of Grey Road 119</td>
</tr>
<tr>
<td>3 (Keady)</td>
<td>Both sides</td>
<td>The intersection of County Road 16</td>
<td>A point 200 metres northerly of Grey Road 16</td>
</tr>
<tr>
<td>3 (Louisa Street, Ayton)</td>
<td>West side</td>
<td>The intersection of Grey Road #3 (Mary Street)</td>
<td>A point 40 metres north of the intersection</td>
</tr>
<tr>
<td>3 (Louisa Street, Ayton)</td>
<td>East side</td>
<td>The intersection of Grey Road #3 (Mary Street)</td>
<td>A point 20 metres north of the intersection</td>
</tr>
<tr>
<td>Grey Road No.</td>
<td>Side of Road</td>
<td>From</td>
<td>To</td>
</tr>
<tr>
<td>--------------</td>
<td>--------------</td>
<td>------</td>
<td>----</td>
</tr>
<tr>
<td>3 (Mary Street, Ayton)</td>
<td>North side</td>
<td>The intersection of Grey Road #3 (Louisa Street)</td>
<td>A point 25 metres east of the intersection</td>
</tr>
<tr>
<td>4</td>
<td>South Side</td>
<td>Intersection of Grey Road 2/Road 45</td>
<td>30 metres east and west of intersection of Grey Road 2/Road 45</td>
</tr>
<tr>
<td>4</td>
<td>North Side</td>
<td>Intersection of Grey Road 2/Road 45</td>
<td>30 metres east and west of intersection of Grey Road 2/Road 45</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>---</td>
<td>---</td>
<td>---</td>
<td>---</td>
</tr>
<tr>
<td>4 (Flesherton)</td>
<td>Both sides</td>
<td>A point 20 metres north-east of King's Highway #10</td>
<td>A point 20 metres south-west of King's Highway #10</td>
</tr>
<tr>
<td>4 (Flesherton)</td>
<td>South side</td>
<td>A point 20 metres north-east of King’s Highway #10</td>
<td>The intersection of Peter Street, Flesherton</td>
</tr>
<tr>
<td>4</td>
<td>South side</td>
<td>The intersection of Grey Road No. 14</td>
<td>A point 50 metres east of the intersection</td>
</tr>
<tr>
<td>4</td>
<td>South side</td>
<td>The intersection of Grey Road No. 14</td>
<td>A point 50 metres west of the intersection</td>
</tr>
<tr>
<td>4 (Bruce Street North)</td>
<td>East Side</td>
<td>The intersection of Lambton Street West</td>
<td>The intersection of Chester Street West</td>
</tr>
<tr>
<td>4 (west of Durham)</td>
<td>Both sides</td>
<td>A point 61 metres east of the most easterly entrance to Interforest (being Lot 55, and Part Lot 56, Concession 2 West of Garafraxa Road, Municipality of West Grey (geographic Township of Bentinck)</td>
<td>A point 500 metres west of the entrance</td>
</tr>
<tr>
<td>4 (east of Durham)</td>
<td>North side</td>
<td>The intersection of Concession 2 at the north intersection on Grey Road 4 in the Municipality of West Grey (geographic Township of Glenelg)</td>
<td>A point 120 metres west of Concession 2 in Municipality of West Grey (geographic Township of Glenelg)</td>
</tr>
<tr>
<td>4 (10th Street, Hanover)</td>
<td>South side</td>
<td>The intersection of 5th Avenue</td>
<td>The intersection of 6th Avenue</td>
</tr>
<tr>
<td>4 (10th Street, Hanover)</td>
<td>North side</td>
<td>The intersection of 10th Avenue</td>
<td>The intersection of 11th Avenue</td>
</tr>
<tr>
<td>4 (10th Street, Hanover)</td>
<td>Both sides</td>
<td>The intersection of 15th Avenue</td>
<td>The intersection of 24th Avenue</td>
</tr>
<tr>
<td>4 (10th Street, Hanover)</td>
<td>Both sides</td>
<td>The intersection of 17th Avenue</td>
<td>The intersection of Grey Road 28</td>
</tr>
<tr>
<td>5 (2nd Ave. E., Owen Sound)</td>
<td>Both sides</td>
<td>The intersection of 6th Street East</td>
<td>The entrance to Harrison Park</td>
</tr>
<tr>
<td>5 (2nd Ave. E., Owen Sound)</td>
<td>West side</td>
<td>A point 184.3 metres south of the intersection of 3rd Street “A” West</td>
<td>The southerly limits of the City of Owen Sound</td>
</tr>
<tr>
<td>Address</td>
<td>Side</td>
<td>Intersection 1</td>
<td>Intersection 2</td>
</tr>
<tr>
<td>-------------------------------</td>
<td>------</td>
<td>----------------------------</td>
<td>----------------------------</td>
</tr>
<tr>
<td>5 (6th Street E., Owen Sound)</td>
<td>Both</td>
<td>The intersection of 2nd Avenue East</td>
<td>The intersection of 9th Avenue East</td>
</tr>
<tr>
<td>5 (8th Street E., Owen Sound)</td>
<td>Both</td>
<td>The intersection of 9th Avenue East</td>
<td>The intersection of 28th Avenue East</td>
</tr>
</tbody>
</table>

By-law 4788-13
Schedule U
Amended by By-laws 4901-15, 4905-15, 4921-16, 4934-16, 4993-17, 5039-19 December 20, 2018

37
<table>
<thead>
<tr>
<th>Schedule</th>
<th>Side</th>
<th>Description</th>
<th>Reference</th>
</tr>
</thead>
<tbody>
<tr>
<td>7 (Fairmount)</td>
<td>East side</td>
<td>A point 15 metres south of the intersection of Grey Road #40</td>
<td>A point 50 metres south of the intersection of Grey Road #40</td>
</tr>
<tr>
<td>9 (Neustadt)</td>
<td>North side</td>
<td>The western intersection of Grey Road No. 10 (Mill Street)</td>
<td>A point 500 metres east of the intersection of Grey Road No. 10 (Mill Street)</td>
</tr>
<tr>
<td>9 (Main St. E., Dundalk)</td>
<td>Both sides</td>
<td>The intersection of Main &amp; Proton Streets</td>
<td>A point 15 metres west of the intersection of Main &amp; Proton Streets</td>
</tr>
<tr>
<td>9 (Main St. W., Dundalk)</td>
<td>Both sides</td>
<td>The intersection of Main &amp; Proton Streets</td>
<td>A point 15 metres east of the intersection of Main &amp; Proton Streets</td>
</tr>
<tr>
<td>9 (Main St. E Dundalk)</td>
<td>South side</td>
<td>Provincial Highway 10 westerly</td>
<td>Sinclair Street</td>
</tr>
<tr>
<td>10 (Hanover)</td>
<td>Both sides</td>
<td>The intersection of Grey Road No. 28</td>
<td>A point 100 metres south of the intersection of 11th Avenue</td>
</tr>
<tr>
<td>10 (Neustadt)</td>
<td>West side</td>
<td>A point 130 metres south of the intersection of Stephana Street</td>
<td>A point 235 metres south of the intersection of Stephana Street</td>
</tr>
<tr>
<td>10 (Neustadt)</td>
<td>East side</td>
<td>The intersection of Stephana Street</td>
<td>Points 18 metres north and 18 metres south of the intersection of Stephana Street</td>
</tr>
<tr>
<td>10 (Neustadt)</td>
<td>East side</td>
<td>The intersection of Grey Road #9 (Queen Street, west intersection)</td>
<td>A point 22 metres south of the intersection of Grey Road No. 9 (Queen Street, west intersection)</td>
</tr>
<tr>
<td>10 (Neustadt)</td>
<td>West side</td>
<td>A point 80 metres south of William Street</td>
<td>A point 105 metres south of William Street</td>
</tr>
<tr>
<td>10 (Neustadt)</td>
<td>East side</td>
<td>A point 75 metres south of William Street</td>
<td>A point 130 metres south of William Street</td>
</tr>
<tr>
<td>12 (Nelson Street West, Meaford)</td>
<td>North Side</td>
<td>Nelson Street, easterly</td>
<td>The entrance of the Meaford-St. Vincent Community Centre</td>
</tr>
<tr>
<td>12 (Nelson Street West, Meaford)</td>
<td>South Side</td>
<td>Pearson Street, easterly</td>
<td>The entrance at 145 Nelson St. W.</td>
</tr>
<tr>
<td>12 (Markdale)</td>
<td>Both sides</td>
<td>A point 20 metres north-east of King's Highway #10</td>
<td>A point 20 metres south-west of King's Highway #10</td>
</tr>
<tr>
<td>13 (Heathcote)</td>
<td>East side</td>
<td>The north limit of Old Mail Road in Heathcote</td>
<td>A point 115 metres northerly</td>
</tr>
<tr>
<td>Section</td>
<td>Side</td>
<td>Location</td>
<td>Marker</td>
</tr>
<tr>
<td>---------</td>
<td>------</td>
<td>----------</td>
<td>--------</td>
</tr>
<tr>
<td>13 (Marsh Street, Clarksburg)</td>
<td>Both sides</td>
<td>The intersection of Clarke Street</td>
<td>A point 24 metres north of the intersection</td>
</tr>
<tr>
<td>13 (Marsh Street, Clarksburg)</td>
<td>East side</td>
<td>The intersection of Clarke Street</td>
<td>A point 24 metres south of the intersection</td>
</tr>
<tr>
<td>13 (Bruce Street S., Thornbury)</td>
<td>West side</td>
<td>A point 15 metres north of the driveway of Grace United Church (being Town plot pt lot 5 pt lot 6; Napier e/s, Town of The Blue Mountains, geographic Town of Thornbury)</td>
<td>A point 15 metres south of the driveway</td>
</tr>
<tr>
<td>14</td>
<td>Both sides</td>
<td>The intersection of King’s Highway No. 89 (Conn)</td>
<td>A point 100 metres north of the intersection</td>
</tr>
<tr>
<td>14</td>
<td>Both sides</td>
<td>The intersection of Grey Road No. 4</td>
<td>A point 75 metres south of the intersection</td>
</tr>
<tr>
<td>15</td>
<td>Both sides</td>
<td>A point 480 metres southwest of the main entrance to Hibou Park</td>
<td>A point 480 metres northeast of the main entrance to Hibou Park</td>
</tr>
<tr>
<td>15</td>
<td>East side</td>
<td>The north limit of Leith Bridge</td>
<td>A point 40 metres south of the bridge</td>
</tr>
<tr>
<td>15 (3rd Ave. E., Owen Sound)</td>
<td>East side</td>
<td>The intersection of 6th Street East (Grey Road 5)</td>
<td>The intersection of 8th Street East</td>
</tr>
<tr>
<td>15 (3rd Ave. E., Owen Sound)</td>
<td>West side</td>
<td>The intersection of 6th Street East (Grey Road 5)</td>
<td>A point 22.9 metres northerly of the intersection</td>
</tr>
<tr>
<td>15 (3rd Ave. E., Owen Sound)</td>
<td>West side</td>
<td>The intersection of 7th Street East</td>
<td>A point 21.3 metres northerly of the intersection</td>
</tr>
<tr>
<td>15 (3rd Ave. E., Owen Sound)</td>
<td>East side</td>
<td>The intersection of 8th Street East</td>
<td>A point 22.9 metres southerly of the intersection</td>
</tr>
<tr>
<td>15 (3rd Ave. E., Owen Sound)</td>
<td>West side</td>
<td>The intersection of 8th Street East</td>
<td>A point 12.2 metres southerly of the intersection</td>
</tr>
<tr>
<td>15 (3rd Ave. E., Owen Sound)</td>
<td>East side</td>
<td>The intersection of 9th Street East</td>
<td>A point 22.9 metres southerly of the intersection</td>
</tr>
<tr>
<td>15 (3rd Ave. E., Owen Sound)</td>
<td>West side</td>
<td>The intersection of 9th Street East</td>
<td>A point 17.4 metres northerly of the intersection</td>
</tr>
<tr>
<td>Address</td>
<td>Side</td>
<td>Intersection Details</td>
<td>Additional Details</td>
</tr>
<tr>
<td>--------------------------</td>
<td>--------</td>
<td>-------------------------------------------------------------</td>
<td>------------------------------------------</td>
</tr>
<tr>
<td>15 (3rd Ave. E., Owen Sound)</td>
<td>East</td>
<td>The intersection of 10th Street East (King's Highway 6 &amp; 21)</td>
<td>A point 51 metres southerly of the intersection</td>
</tr>
</tbody>
</table>

By-law 4788-13
Schedule U
Amended by By-laws 4901-15, 4905-15, 4921-16, 4934-16, 4993-17, 5039-19 December 20, 2018
<table>
<thead>
<tr>
<th>Spot Number</th>
<th>Side</th>
<th>Description</th>
<th>Distance from Intersection</th>
</tr>
</thead>
<tbody>
<tr>
<td>15</td>
<td>East</td>
<td>The intersection of 10th Street East (King’s Highway 6 &amp; 21)</td>
<td>The intersection of 18th Street East</td>
</tr>
<tr>
<td>15</td>
<td>West</td>
<td>The intersection of 10th Street East (King’s Highway 6 &amp; 21)</td>
<td>A point 53.3 metres northerly of the intersection</td>
</tr>
<tr>
<td>15</td>
<td>West</td>
<td>The intersection of 11th Street East</td>
<td>A point 18.3 metres northerly of the intersection</td>
</tr>
<tr>
<td>15</td>
<td>West</td>
<td>The intersection of 11th Street East</td>
<td>A point 18.3 metres southerly of the intersection</td>
</tr>
<tr>
<td>15</td>
<td>West</td>
<td>The intersection of 12th Street East</td>
<td>A point 59.4 metres northerly of the intersection</td>
</tr>
<tr>
<td>15</td>
<td>West</td>
<td>The intersection of 14th Street East</td>
<td>The intersection of 16th Street East</td>
</tr>
<tr>
<td>15</td>
<td>East</td>
<td>50m north of the intersection 21st Street</td>
<td>100m north of the intersection Bayshore Road</td>
</tr>
<tr>
<td>15</td>
<td>Both</td>
<td>A point 300 metres west of the intersection of Grey Road 3</td>
<td>A point 650 metres west of the intersection of Grey Road 3</td>
</tr>
<tr>
<td>18</td>
<td>South</td>
<td>The intersection of King’s Highway #6 and #10</td>
<td>A point 600 metres east of the intersection</td>
</tr>
<tr>
<td>19</td>
<td>Both</td>
<td>The intersection of Helen Street</td>
<td>The intersection of Mountain Drive</td>
</tr>
<tr>
<td>20</td>
<td>Both</td>
<td>The intersection of Grey Road No. 4</td>
<td>A point 350 metres south of the intersection</td>
</tr>
<tr>
<td>28</td>
<td>Both</td>
<td>The intersection of Grey Road No. 4</td>
<td>A point 230 metres north of the intersection</td>
</tr>
<tr>
<td>31</td>
<td>Both</td>
<td>The driveway of Ice River Springs, Municipality of Grey Highlands (geographic Township of Osprey)</td>
<td>Points 100 metres west and 40 metres east of the driveway</td>
</tr>
<tr>
<td>109</td>
<td>East</td>
<td>The intersection of Centre Street (Holstein)</td>
<td>Points 18 metres north and 18 metres south of the intersection</td>
</tr>
<tr>
<td>109</td>
<td>Both</td>
<td>A point 500 metres south of Township of Southgate S/R 14 (geographic Township of Egremont)</td>
<td>A point 700 metres south of Township of Southgate S/R 14 (geographic Township of Egremont)</td>
</tr>
<tr>
<td>Schedule U</td>
<td>Description</td>
<td>By-law 4788-13</td>
<td>Amended by By-laws 4901-15, 4905-15, 4921-16, 4934-16, 4993-17, 5039-19 December 20, 2018</td>
</tr>
<tr>
<td>------------</td>
<td>-------------</td>
<td>----------------</td>
<td>----------------------------------------------</td>
</tr>
<tr>
<td>109</td>
<td>West side</td>
<td>A point 18 metres north of the intersection of Church Street</td>
<td>A point 18 metres south of the intersection of Church Street</td>
</tr>
<tr>
<td>112</td>
<td>Both sides</td>
<td>North of Kings Hwy 26 from a point 650 metres south of Meaford S/R 25 (geographic Township of St. Vincent)</td>
<td>A point 900 metres south of Meaford S/R 25 (geographic Township of St. Vincent)</td>
</tr>
<tr>
<td>113 (Alfred Street, Thornbury)</td>
<td>Both sides</td>
<td>The intersection of Beaver Street South</td>
<td>The intersection of Elma Street South</td>
</tr>
<tr>
<td>119</td>
<td>Both sides</td>
<td>The intersection of Swiss Meadows Boulevard</td>
<td>The intersection of Mountain Drive</td>
</tr>
</tbody>
</table>
Corporation of the County of Grey
By-Law 5040-19

A By-law to Authorize the Warden and Clerk to Execute a Contribution Agreement through the Investment in Affordable Housing Program with 1993934 Ontario Inc. (Tremble) for an Affordable Housing Project

WHEREAS the Council of the County of Grey adopted the recommendation of the Committee of the Whole from its November 22, 2018 meeting approving the entering into a Contribution Agreement through the Investment in Affordable Housing Program Rental Build Program with 1993934 Ontario Inc. (Tremble) for the creation of affordable housing;

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

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

1. The Warden and Clerk are hereby authorized and directed to execute, and the Clerk to affix the Corporate seal thereto, the Agreement with the 1993934 Ontario Inc. (Tremble).

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

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

ENACTED AND PASSED this 20th day of December 2018.

___________________________  ______________________________
WARDEN: Selwyn Hicks       CLERK: Heather Morrison
CONTRIBUTION AGREEMENT
Investment in Affordable Housing Program Extension 2014
New Rental Housing Component

This Agreement made the                        day of 2018.

BETWEEN:

THE CORPORATION OF THE COUNTY OF GREY
(hereinafter called the “County”)
- and -
1993934 Ontario Inc.
(hereinafter called the “Proponent”)

WHEREAS:

A.   Canada Mortgage and Housing Corporation (“CMHC”) and Her Majesty the Queen in right of Ontario as represented by the Minister of Municipal Affairs and Housing (“MMAH”) entered into a bi-lateral agreement to provide for the Investment in Affordable Housing Program from 2011-2014, effective April 1, 2011 (the “CMHC-Ontario Agreement for Investment in Affordable Housing 2011-2014”).

B.   CMHC and MMAH entered into a Supplementary Agreement N0.1 dated August 11, 2014 (“the Supplementary Agreement”).

C.   The Supplementary Agreement amended the CMHC-Ontario Agreement for Investment in Affordable Housing 2011-2014 by extending the funding available for Affordable Housing.

D.   Whereas the Minster is now responsible for the above agreements signed by MMAH.

E.   The County and the Proponent have entered into this Agreement for the purpose of establishing the County’s obligation to provide funding to the Proponent for its Project, and the Proponent’s obligations with respect to use of such funds under the Investment in Affordable Housing Program Extension 2014.

NOW THEREFORE, the County and the Proponent agree with each other as follows:

1.   INTERPRETATION

   1.1   In the Agreement, including its Schedules, unless the context requires otherwise,

   -   “Affordability Period” means the period during which the average rent in a Project is required to be maintained at an affordable level, as determined in accordance with the Program Guidelines or as otherwise established by the
“Affordable Housing” means Housing which is modest in terms of floor area and amenities, based on household needs and community norms, in Projects that achieve rent levels in accordance with the Program Guidelines, but does not include residential premises used as a nursing home, retirement home, shelter, crisis care facility or any other type of similar facility as determined by the County;

“Average Market Rents” means the average rent figures, based on geographical areas and classified by bedroom count, as determined annually in the CMHC Average Market Rent Survey or as determined by the County, based on available data, in areas where there is no information from the CMHC Average Market Rent Survey;

“Business Day” means each Monday, Tuesday, Wednesday, Thursday and Friday except when any such day occurs on a statutory holiday observed in Ontario;

“Contribution by Others Agreement” means an agreement entered into by the County (other than this Agreement) or another party contributing to the Project, and the Proponent;

“Contribution by Others” means cash or in-kind eligible contributions from municipalities, in accordance with the Program and may include a contribution from the County pursuant to another funding program documented by a Contribution Agreement other than this Agreement. It does not include contributions from any other Government of Canada sources, including, but not limited to the CMHC - Ontario Social Housing Agreement dated November 15, 1999, nor contributions which receive credit under any agreement with CMHC outside this Agreement nor equity contributions to the Project made by the Proponent to the extent required in the Procurement Process;

“Development Activities” means those activities which are normally undertaken for the development, construction, repair, renovation, rehabilitation or conversion of buildings for residential purposes and include the acquisition of property and activities for which Project Development Funding may be provided;

“Federal Funds” means funding from CMHC for a Unit, as set out in the Program Guidelines;

“Force Majeure” means a delay arising from strike, lockout, riot, insurrection,
terrorism, war, fire, tempest, act of God, lack of material or supply of service at a reasonable cost, inclement weather, binding orders or regulations of governmental bodies, courts or arbitrators or any other event beyond the control of the Parties which causes a delay in the fulfillment of a Party’s obligations under this Agreement notwithstanding the reasonable efforts of such Party and provided that any such non-availability or delay does not relate to any act or omission by such Party or any of its authorized agents or employees;

- “Funding Schedule” means the schedule of funding setting out progress payments for the type of Project to be undertaken by a Proponent, in the form determined by the County;

- “Funds” means Federal Funds or Provincial Funds, as set out in the Program Guidelines;

- “Housing” means residential accommodation and facilities, common areas and services used directly with the residential accommodation. Housing does not include commercial or institutional premises, social or recreational services, and services or facilities related to mental or physical health care, education, corrections, food services, social support or public recreation;

- “Interest Adjustment Date” means the date on which the Proponent makes the first payment of principal and interest in respect of the Proponent’s permanent financing obligations for the Project, following the completion of construction;

- “Large Project” means a Project with thirteen (13) or more Units;

- “Loan” means the total amount of Federal Funds and Provincial Funds, if applicable, advanced by the County to the Proponent, in accordance with the Funding Schedule;

- “Occupancy Date” means the date on which occupancy of all Units in a Project is permitted;

- “Ontario Mortgage and Housing Initiative” means the government program that provides Proponents with access to lower-cost, longer-term financing for affordable rental housing for both construction financing and long-term mortgages;

- “Parties” means the County and the Proponent and “Party” means either of them, as the context may require;
• “Permitted Encumbrances” means the encumbrances encumbering the Affordable Housing Units listed in Schedule “G”;

• “Phase-out Period” means the last five (5) year period of the Affordability Period;

• “PIPEDA” means the Personal Information Protection and Electronic Documents Act, S.C. 2000, c. 5, including any amendments thereto;

• “PIPEDA Protected Information” means any “Personal Information” or “Personal Health Information”, as defined under PIPEDA;

• "PPSA" means the Personal Property Security Act, R.S.O. 1990, c. P. 10, including any amendments thereto;

• “Procurement Process” means the request for proposals or procurement process used by the County;

• “Program” means the Rental Housing Component of the Investment in Affordable Housing Program Expansion 2014, as set out in the Program Guidelines;

• “Program Guidelines” means the Program Guidelines in respect of the New Rental Housing Component of the Investment in Affordable Housing Program Extension 2014 and attached to this Agreement as Schedule “A”;

• “Project” means Affordable Housing proposed or approved for the Program subject of this Agreement, as the context may require;

• “Project Development Funding” means that part of the CMHC funds in an amount of up to One Hundred Fifty Thousand Dollars ($150,000.00) which is available to private non-profit Proponents to pay for planning and engineering studies, architectural drawings and legal expenses;

• “Proponent” means a person identified as such on the first page of this Agreement;

• “Proposal” means the proposal made by the Proponent for the Project;

• “Provincial Funds” means funding from Ontario for a Unit, as set out in the Program Guidelines;
• “Rental Housing Component” means the Investment in Affordable Housing Program Extension 2014 described in the New Rental Housing Component Program Guidelines;

• “Security Documents” means the security documents for the Project in the form of, or described in Schedules E-1, E-2, E-3 and F;

• “Service Manager” means the County;

• “Small Project” means a Project with twelve (12) or fewer Units;

• “Substantial Completion” means the substantial performance, within the meaning of the Construction Lien Act, of all contracts which the Proponent has entered into for Development Activities in connection with the Project;

• “Targeting Plan” means the manner in which a Service Manager or a Proponent plans to meet the objectives of the Program to create Affordable Housing for households that are on or are eligible to be on the waiting lists for social housing;

• “Unit” means a self-contained residential dwelling, including, without limiting the generality of the foregoing, (i) supportive rental Housing where service funding is secured from sources other than Federal Funds and Provincial Funds provided under the Program; (ii) multi-bedroom units which are used for congregate living; and (iii) disabled/accessible units.

1.2 All references in this Agreement, including, without limitation, the Schedules hereto, to “rent” is deemed to include housing charges paid by members of non-profit housing cooperatives and “rental” is deemed to have a corresponding meaning.

1.3 The following Schedules are attached to and form part of this Agreement:

Schedule “A” – New Rental Housing Component Program Guidelines;
Schedule “B” -Funding Schedule;
Schedule “C” -Contribution by Others Agreement(s);
Schedule “D” -Rental Protocol;
Schedule “E-1” -Charge/Mortgage of Land;
Schedule “E-2” -Assignment of Rents;
Schedule “E-3” -Security Agreement;
Schedule “F” -Alternate Security;
Schedule “G” -Permitted Encumbrances;
Schedule “H” -Proponent’s Initial Occupancy Report;
Schedule “I” - Proponent’s Annual Occupancy Report;
Schedule “J” - Proponent’s Annual Targeting Report;
Schedule “K” - Protocol for Non-Compliance.

1.4 In the event of a conflict or inconsistency between the provisions of this Agreement and the provisions of a Schedule, the provisions of this Agreement shall prevail.

1.5 All references in this Agreement to section numbers are references to sections of this Agreement unless otherwise stated.

2. **FUNDING FOR AFFORDABLE HOUSING**

2.1 The Proponent agrees to provide proof of equity in the amount of a minimum 10% of the total cost of the project.

2.2 Funding for Affordable Housing is comprised of Federal Funds and Provincial Funds. Funds will be advanced to the Proponent in the form of a Loan during Development Activities, based on the completion of construction milestones.

2.3 The Loan, upon the terms and subject to the conditions set out in this Agreement, shall be in the amount of Forty Six Thousand, Four Hundred and Forty Nine dollars and nine cents ($46,449.09) for each Unit included in the Development Activities for Affordable Housing by the Proponent pursuant to the Proposal, the total amount of such Loan being Five Hundred and Ten Thousand dollars Nine Hundred and Forty dollars ($510,940).

2.4 The County shall disburse the amount of the Loan in accordance with the Funding Schedule attached as Schedule “B”. Not withstanding Schedule "B", the County shall at all times hold back the amount of funds required to comply with the *Construction Lien Act*.

2.5 The County shall have the option of withholding from the amount to be disbursed under section 2.4 the amount of the cost of construction necessary to complete the incomplete construction of the Project from time to time and, in such case, the County shall disburse the amount so withheld following its receipt of satisfactory evidence that such construction is complete within the meaning of the *Construction Lien Act* and provided that the *Construction Lien Act* is complied with.

2.6 The Proponent shall use the amount of the Loan and Contribution by Others only for the purpose of its Development Activities in connection with the Project.

2.7 The Proponent may authorize the County to pay Funds to a third party and the County shall permit such authorization.
3. PROVISION OF AFFORDABLE HOUSING

3.1 The Proponent agrees to undertake its Development Activities in connection with the Project in accordance with the provisions relating to the development of the Project contained in the Program Guidelines.

3.2 The Proponent shall, subject to Force Majeure, achieve Substantial Completion in accordance with the Program Guidelines.

3.3 Without limiting the condition set out in section 5.1(b), the Proponent shall use its reasonable best efforts to discharge or cause the discharge of any registered construction liens so as to ensure that there are no construction liens registered against the Project on the date for the disbursement of the Loan under sections 2.4 and 2.5. The County's obligation to disburse shall be conditional upon Proponents compliance with the Construction Lien Act as set out in section 5.1(b).

3.4 The Proponent shall not at any time during the term of this Agreement breach any Contribution by Others Agreement respecting the Project including any municipal capital facility agreement made pursuant to section 110 of the Municipal Act, 2001 and shall not, through any breach on its part, cause such other entity to terminate a Contribution by Others Agreement for cause. The Proponent agrees that a breach by it of any such Contribution by Others Agreement, that has not been corrected, shall constitute a breach of this Agreement. All Contribution by Others Agreements shall be attached as Schedule “C”. The Proponent shall provide the County with evidence of its good standing under any such Contribution by Others Agreement within ten (10) Business Days following its receipt of a written request from the County.

4. OPERATION OF AFFORDABLE HOUSING

4.1 The Proponent acknowledges and agrees that the Rental Protocol set out in Schedule “D” applies to the Project by virtue of the contractual terms of this Agreement, notwithstanding that the Rental Protocol does not apply to the Project under the Residential Tenancies Act, 2006.

4.2 The Proponent agrees to operate the Units in accordance with the rules set out in Schedule “D” of this Agreement.

5. CONDITIONS

5.1 The provision of funding by the County pursuant to sections 2.4 and 2.5 is subject to the following conditions precedent, each of which is for the exclusive benefit of the County,
and may be waived in full or in part by the County by written notice to the Proponent:

(a) any Contribution by Others Agreement(s) referred to in section 3.4 remaining in force and the Proponent being in good standing thereunder;

(b) there being no Claim for Lien under the Construction Lien Act registered against the Project;

(c) there being in existence no unregistered lien or statutory claim having priority against the Project;

(d) the Proponent’s title to the Project being encumbered by no registered encumbrances other than the Permitted Encumbrances;

(e) the Proponent being in good standing under all of the Permitted Encumbrances and there being no work orders issued against the Project by any governmental entity, agency or official;

(f) the Proponent having provided the County with the security documents required by section 7 and in accordance with the said section; and

(g) all funds provided by means of a Contribution by Others due on or before a disbursement date hereunder having been fully advanced to the Proponent on or before such disbursement date and having been authorized by by-law, agreement or otherwise and all Contribution by Other Agreements shall be attached as Schedule “C”.

5.2 If any of the conditions contained in section 5.1 have not been fulfilled on the date for the disbursement of the Loan by the County pursuant to sections 2.4 or 2.5 and are not waived by the County pursuant to section 5.1, the County shall be under no obligation to make any advance of the Loan to the Proponent and the County shall thereupon have the right to terminate this Agreement and, in that event, neither Party to this Agreement shall have any rights or obligations hereunder, save and except that the County may, notwithstanding such termination, bring an action against the Proponent for all losses, costs and expenses, including, without limitation, reasonable legal fees incurred by the County in connection with this Agreement where the non-performance or non-fulfillment of a condition is a result of a breach of a covenant by the Proponent and the County shall have the right to require repayment of any previously advanced Funds together with interest as set out in this Agreement.

6. TERMS OF THE FUNDING
6.1 The Loan shall have a term of twenty (20) years, commencing as of the Interest Adjustment Date.

6.2 Prior to the Interest Adjustment Date, interest shall accrue on the total of the amount or amounts advanced under the Loan at the rate of eight per cent (8%) per annum. The interest so calculated shall compound semi-annually, not in advance, and shall be payable upon demand, until the Interest Adjustment Date.

6.3 On the Interest Adjustment Date, the amount of interest accrued as calculated in section 6.2 shall be forgiven, provided that the Proponent has satisfied all requirements as set out in section 3.

6.4 With effect from the Interest Adjustment Date, the interest rate applicable to the Loan shall be the higher of the average posted rate offered by major Canadian lending institutions for a commercial first mortgage having a five (5) year term, plus two per cent (2%) or the interest rate applicable to the first mortgage registered against title to the property, plus two per cent (2%).

6.5 On each anniversary date of the Interest Adjustment Date, the Proponent shall pay the County the amount of interest, as calculated on the Loan amount according to the interest rate stipulated in section 6.4, so accrued during the previous year, provided however, if the Proponent has satisfied, as of such anniversary date, the requirements of this Agreement, the amount of the interest so owing shall automatically be forgiven.

6.6 The Loan amount shall be fully forgiven on the last day of the month at the end of the term of the Loan, provided that the Proponent has fulfilled all the requirements of the Program as set out in this Agreement.

6.7 The Proponent shall comply with the requirements of the Ontario Mortgage and Housing Initiative.

6.8 The Proponent shall provide the County with such information respecting the Proponent’s permanent financing obligations for the Project as the County may require from time to time.

7. SECURITY

7.1 Prior to the County disbursing the Loan proceeds to the Proponent pursuant to section 2.4, the Proponent shall provide the County with executed registerable security documents in the form attached hereto as Schedules “E-1”, “E-2” and “E-3” (the “Security”), completed in accordance with this Agreement or at the County’s option, such alternate form of security, on such terms and conditions as the County may require,
attached hereto as Schedule “F”.

7.2 The Security shall be collateral to this Agreement and any Contribution by Others Agreement between the County and the Proponent. The County shall be a party on all Security documents and shall share in any recoveries thereunder in proportion to their respective contributions to the total amount secured. The amount of all contributions from the County shall be included in the Security documents. The amount of any eligible in-kind contributions from the County shall not be included in the Security documents.

7.3 Without limiting the Proponent’s covenants and the remedies of the County under this Agreement and the Security, the Proponent agrees that a breach of this Agreement or any Contribution by Others Agreement with the County shall constitute a breach of the Security and a breach of the Security shall constitute a breach of this Agreement and any Contribution by Others Agreement with the County.

7.4 The County acknowledges and agrees that notwithstanding that the Security provides that the principal and interest secured thereunder is payable on demand, the County shall have no right to demand payment thereunder except in accordance with the provisions of this Agreement relating to repayment or in the event of breach described in section 7.3. In the event of a conflict or inconsistency between the provisions of this Agreement and the Security, the provisions of this Agreement shall prevail with respect to Funds provided by the County.

7.5 The Security shall rank immediately behind the registered security for the Proponent’s primary financial obligations for the Project, unless the County determines that the Security shall have a lesser priority.

8. ACCOUNTABILITY FRAMEWORK

8.1 (a) In the event:

(i) the County is of the opinion that the Proponent is not proceeding in an expeditious manner with the Development Activities for which Project Development Funding has been provided; or

(ii) the Province is advised by the County that the Project will not proceed; or

(iii) the building permit for the Project is not issued on or before April 1, 2019 or such longer period of time as the County may determine;

the Proponent shall return all unexpended Project Development Funding to the County, forthwith upon demand, provided however, that the County shall not
require the Proponent to return any Project Development Funding that has been expended for the intended purposes.

(b) If requested by the County, the Proponent shall submit to the County, an audited financial statement respecting the expenditure of the Funds provided to it pursuant to this Agreement, within ninety (90) days or such additional time as may be determined by the County, following the date on which the County is advised that the Project will not proceed or that the Development Activities related to the Project have been fully completed.

(c) Following the full completion of the Development Activities related to the Project, the Proponent shall submit to the County a completed information report in the form attached hereto as Schedule “H”, and annually thereafter shall submit to the County completed information reports in the forms attached hereto as Schedules “I” and “J”.

(d) Without limiting the Proponent’s obligations under section 8.1(c), the Proponent, if requested by the County, shall forthwith submit to the County the material required to be submitted pursuant to section 8.1(c), in addition to any such material that the Proponent may have previously submitted to the County.

8.2 The Proponent represents that it has not provided any false or misleading information in the Proposal and agrees that it shall not provide any false or misleading information to the County under this Agreement.

8.3 The Proponent shall, on forty-eight (48) hours prior written notice, give the County free access to the Project and to such staff, documents, books, records and accounts as may be determined by the County, for the purpose of verifying compliance with this Agreement.

8.4 The County may conduct an audit, investigation or inquiry in relation to the Project or any larger development or project of which the Project is a part and the Proponent shall cooperate with the County and provide free access to the Project and to such staff, documents, books, records and accounts as may be determined by the County.

8.5 The provisions of sections 8.1, 8.2, 8.3, 8.4 and 8.5 shall continue to apply for a period of seven (7) years following the end of the Phase-out Period or the date of any early termination of this Agreement.

9. PUBLICITY

9.1 The Proponent acknowledges that it has been informed by the County that under the terms of the Investment in Affordable Housing Program Extension 2014 and the
Supplementary Agreement all publicity, including written materials and signs, respecting the Project must recognize the contributions of CMHC, the Province and the County. The Proponent further acknowledges that it has been informed by the County that the 2016 Social Infrastructure Fund under the Investment in Affordable Housing Program and the Supplementary Agreement requires the County to co-ordinate with the Province and CMHC and/or obtain CMHC’s approval with respect to communications, signage and advertising matters. The Proponent agrees that it shall not do or omit to do any act which will cause the County to be in breach of the terms of the Investment in Affordable Housing Program Extension 2014 and the Supplementary Agreement.

9.2 The Proponent shall not make any public announcement respecting the Project, insofar as it relates to the Program, or respecting its participation in the Program or respecting the Program in any other respect without the prior written consent of the County.

9.3 During the period of the Development Activities related to the Project, the Proponent shall erect a sign in front of the Project. The sign shall be in accordance with specifications issued by the Province and the County.

9.4 The Proponent acknowledges that any breach by it of sections 9.2 or 9.3 of this Agreement shall cause the County to be in breach of its obligations as a Service Manager responsible for administration of the funding program in the Investment in Affordable Housing Program Extension 2014 and the Supplementary Agreement.

10. REMEDIES

10.1 In the event the County determines that a Proponent has breached any one (1) or more provisions of this Agreement or any other Contribution of Others Agreement or the County advises the Province that a Proponent has breached any one (1) or more provisions of this Agreement or any other Contribution of Others Agreement between the County and a Proponent, the Province and County shall follow the Protocol for Non-Compliance set out in Schedule “K”.

10.2 All of the remedies in this Agreement and the Security are cumulative and the Province and the County shall be entitled to avail itself simultaneously of some or all of the said remedies and any other remedies available in equity or at law.

10.3 Notwithstanding any of the terms of this Agreement or of the Security, the County shall have the option of waiving any or all of its' remedies under this Agreement and the Security, but no waiver of a provision shall be deemed to constitute a waiver of any other provision (whether or not similar) nor shall any waiver constitute a continuing waiver unless otherwise provided in writing.
11. **NOTICE**

11.1 Any notice or other communication required, desired or permitted to be given by this Agreement shall be in writing and shall be effectively given if:

(a) delivered personally;

(b) sent by prepaid courier service; or

(c) sent by facsimile communication, and confirmed by mailing the original documents so sent by prepaid mail on the same or following day, addressed as follows:

(i) in the case of notice to the County:

   *The Corporation of the County of Grey*
   
   595 9th Avenue East
   
   *Owen Sound, Ontario N4K 3E3*

(ii) in the case of notice to the Proponent:

   *1993934 Ontario Inc*
   
   323108 Durham Rd West
   
   *Durham, ON N0G 1R0*

or at such other address as the party to whom such notice or other communication is to be given shall have advised the party giving same in the manner provided in this section.

Any notice or other communication delivered personally or by prepaid courier service shall be deemed to have been given and received on the day it is so delivered at such address, provided that if such day is not a Business Day such notice or other communication shall be deemed to have been given and received on the next following Business Day. Any notice or other communication transmitted by facsimile communication shall be deemed to have been given and received on the day of its transmission, provided that such day is a Business Day and such transmission is completed before 4:30 p.m. on such day, failing which such notice or other communication shall be deemed to have been given and received on the first (1) Business Day after its transmission. If there has been a mail stoppage and if a party sends a notice or other communication by facsimile communication, such party shall be relieved from the obligation to mail the original document in accordance with this paragraph.

12. **GENERAL**
12.1 Any power, right or function of the County, contemplated by this Agreement, may be exercised by any employee or agent of the County.

12.2 It is understood that the Municipal Freedom of Information and Protection of Privacy Act shall apply to all records submitted to or created by the County pursuant to this Agreement.

12.3 The Proponent represents and warrants that:

(a) it shall preserve the PIPEDA compliance of all PIPEDA Protected Information transferred to it by the County;

(b) it shall ensure the PIPEDA compliance of all PIPEDA Protected Information it collects in the course of performing its contractual obligations; and

(c) it shall ensure the PIPEDA compliance of all PIPEDA Protected Information that it transfers to the County.

12.4 The disbursement of Funds by the County to the Proponent pursuant to sections 2.4 to 2.5, inclusive, is subject to the necessary appropriations from the Federal Parliament and the Provincial Legislature. Neither the County, the Province nor CMHC shall have any liability in the event the respective appropriations are insufficient to meet the funding obligations of the County.

12.5 Nothing in this Agreement is to be construed as authorizing one Party to contract for or incur any obligation on behalf of the other or to act as agent for the other and nothing in this Agreement shall be construed to constitute the County and the Proponent as partners of each other.

12.6 The Proponent acknowledges that CMHC is not a party to this Agreement or other agreement relating to any Project.

12.7 No member of:

(a) the House of Commons or Senate of Canada; or

(b) the Legislative Assembly of Ontario; or

(c) the Municipal Council constituting the County or the Municipal Council of any local municipality of the County or the governing body of any Municipal Agency, Board or Commission, of any such municipalities;
shall be admitted to any share or part of any contract, agreement or commission made pursuant to this Agreement or to any benefit arising therefrom, including, without limitation, any contract, agreement or commission arising from or related to the Program.

12.8 Time shall in all respects be of the essence in this Agreement, provided that the time for doing or completing any matter provided for under this Agreement may be extended or abridged by agreement in writing signed by the County and the Proponent or their respective solicitors on their behalf, who are hereby expressly appointed in this regard.

12.9 Any tender of documents or money hereunder may be made by the County or the Proponent or their respective solicitors.

12.10 This Agreement is made pursuant to and shall be governed by and construed in accordance with the laws of the Province of Ontario. Any reference to a statute in this Agreement includes a reference to all regulations made pursuant to such statute, all amendments made to such statute and regulations in force from time to time and to any statute or regulation which may be passed and which has the effect of supplementing or superseding such statute or regulations.

12.11 The headings and subheadings contained in this Agreement are inserted for convenience and for reference only and in no way define, limit or describe the scope or intent of this Agreement or form part of this Agreement.

12.12 The Parties agree that there are no representations, warranties, covenants, agreements, collateral agreements or conditions affecting the property or this Agreement other than as expressed in writing in this Agreement.

12.13 This Agreement shall be read with all changes of gender and number required by the context.

12.14

(a) The Proponent shall not transfer or convey its interest in all or any part of the Project without, subject to subsection 12.14(b), simultaneously assigning its interest in this Agreement to the transferee, which transferee shall enter into one or more agreements with the County, in a form satisfactory to the County, to assume all of the Proponent’s obligations under this Agreement and to provide the County with Security in accordance with this Agreement.

(b) The Proponent shall not assign its interest in this Agreement without the prior written consent of the County, which consent shall not be arbitrarily or unreasonably withheld.
(c) For the purpose of this Agreement, a transfer of the beneficial interest in the shares of the Proponent shall be deemed to constitute an assignment if it results in a change in the party or parties who owns or own more than fifty per cent (50%) of the voting shares of the said corporation.

12.15 Each of the Parties shall, at any time and from time to time, upon not less than twenty (20) Business Days prior written notice by the other Party, execute and deliver to the other Party a statement in writing certifying that this Agreement is in good standing, unmodified and in full force and effect, or if there have been modifications that the same are in good standing and in full force and effect, as modified, and stating the modifications. Where applicable, the statement shall state the defaults, if any, known to the Party to whom such request has been made and the action taken or proposed to be taken by such requested Party with respect to same.

12.16 If more than one entity is a party to this Agreement as Proponent, all references to the Proponent shall include all of the said entities and this Agreement shall be binding on each jointly and severally.

12.17 This Agreement shall ensure to the benefit of and be binding upon the Parties hereto and their respective successors and assigns, provided that this paragraph shall in no way derogate from the provisions of section 12.14 restricting the Proponent’s ability to assign this Agreement.
IN WITNESS WHEREOF This agreement has executed by the Parties.

The Corporation of the County of Grey

Per: _______________________________

Selwyn Hicks Warden

c/s

Per: _______________________________

Clerk Heather Morrison

1993934 Ontario Inc.

Per: _______________________________

Name:

Title:

c/s

Per: _______________________________

Name:

Title:
SCHEDULE “A”
NEW RENTAL HOUSING COMPONENT PROGRAM GUIDELINES

[Program Guidelines to be Attached]

http://www.mah.gov.on.ca/AssetFactory.aspx?did=12338
SCHEDULE “B”
FUNDING SCHEDULE

50% at signing of Contribution Agreement, Security, Building Permit, Construction Start $255,470
40% at completion of Structural Framing $204,376
10% at proof of occupancy, apprenticeship report and capital costs statement $ 51,094
CONTRIBUTION AGREEMENT

Investment in Affordable Housing Extension Program 2014
New Rental Component

This Agreement made the day of [insert year].

BETWEEN:

THE CORPORATION OF THE COUNTY OF GREY
(hereinafter called the “County”)
- and -
(hereinafter called the “Proponent”)

WHEREAS:

A. In order to create a supply of Affordable Housing, the County of Grey wishes to provide funds to proponents of affordable housing.

B. The County has confirmed that the Proponent has responded to the Procurement Process of the County of Grey by submitting its proposal dated September 5, 2018 (the “Proposal”) to undertake Development Activities for the Project(s) in return for Funding.

C. The County and the Proponent have entered into this Agreement for the Purpose of establishing the Proponent’s obligations with respect to the Program and the County’s obligation to provide funding to the Proponent.

NOW THEREFORE, the County and the Proponent agree with each other as follows:

1. INTERPRETATION
1.1 In the Agreement, including its Schedules, unless the context requires otherwise,

- “Affordability Period” means the period during which the average rent in a Project is required to be maintained at an affordable level, as established by the County;

- “Affordable Housing” means Housing which is modest in terms of floor area and amenities, based on household needs and community norms, in Projects that achieve rent levels no greater than 80% of average market rents in the County of Grey, but does not include residential premises used as a nursing home, retirement home, shelter, crisis care facility or any other type of similar facility as determined by the County;

- “Average Market Rents” means the average rent figures, based on geographical areas and classified by bedroom count, as determined annually in the CMHC Average Market Rent Survey or as determined by the County, based on available data, in areas where there is no information from the CMHC Average Market Rent Survey;

- “Business Day” means each Monday, Tuesday, Wednesday, Thursday and Friday except when any such day occurs on a statutory holiday observed in Ontario;

- “Contribution Agreement” means an agreement entered into by the County or another party contributing to the Project and an approved Proponent receiving contributions under the Program;

- “Development Activities” means those activities which are normally undertaken for the development, construction, repair, renovation, rehabilitation or conversion of buildings for residential purposes and include the acquisition of property and
activities for which Project Development Funding may be provided;

- “Force Majeure” means a delay arising from strike, lockout, riot, insurrection, terrorism, war, fire, tempest, act of God, lack of material or supply of service at a reasonable cost, inclement weather, binding orders or regulations of governmental bodies, courts or arbitrators or any other event beyond the control of the Parties which causes a delay in the fulfillment of a Party’s obligations under this Agreement notwithstanding the reasonable efforts of such Party and provided that any such non-availability or delay does not relate to any act or omission by such Party or any of its authorized agents or employees;

- “Funds” means County Funds under this County program;

- “Housing” means residential accommodation and facilities, common areas and services used directly with the residential accommodation. Housing does not include commercial or institutional premises, social or recreational services, and services or facilities related to mental or physical health care, education, corrections, food services, social support or public recreation;

- “Interest Adjustment Date” means the date on which the Proponent makes the first payment of principal and interest in respect of the Proponent’s permanent financing obligations for the Project, following the completion of construction;

- “Loan” means the total amount of County funds advanced by the County to the Proponent, in accordance with this contribution agreement;

- “Occupancy Date” means the date on which occupancy of all Units in a Project is permitted;

- “Parties” means the County and the Proponent and “Party” means either of them, as the context may require;
“Permitted Encumbrances” means the encumbrances encumbering the Affordable Housing Units listed in Schedule “G”;

“Phase-out Period” means the last five (5) year period of the Affordability Period;

“PIPEDA” means the *Personal Information Protection and Electronic Documents Act*, S.C. 2000, c. 5, including any amendments thereto;

“PIPEDA Protected Information” means any “Personal Information” or “Personal Health Information”, as defined under PIPEDA;

"PPSA" means the *Personal Property Security Act*, R.S.O. 1990, c. P. 10 including any amendments thereto;

“Procurement Process” means the request for proposals or procurement process used by the County;

“Program” means the County of Grey's Investment in Affordable Housing Extension Program New Rental Component as set out in this contribution agreement;

“Project” means Affordable Housing proposed or approved for the Program, as the context may require;

“Proponent” means a person identified as such on the first page of this Agreement;

“Proposal” means the response to the request for proposals or procurement process, submitted to the County;
• “Security Documents” means the security documents attached to and forming part of the Contribution Agreement;

• “Substantial Completion” means the substantial performance, within the meaning of the Construction Lien Act, of all contracts which the Proponent has entered into for Development Activities in connection with the Project under this Agreement;

• “Targeting Plan” means the manner in which a Proponent plans to meet the objectives of the Program to create Affordable Housing for households that are on or are eligible to be on the waiting lists for social housing;

• “Unit” means a self-contained residential dwelling.

1.2 All references in this Agreement, including, without limitation, the Schedules hereto, to “rent” is deemed to include housing charges paid by members of non-profit housing cooperatives and “rental” is deemed to have a corresponding meaning.

1.3 All references in this Agreement to section numbers are references to sections of this Agreement unless otherwise stated.

2. FUNDING FOR AFFORDABLE HOUSING

2.1 The Proponent agrees to advance as its equity contribution to the Project the amount of (85,000), before Occupancy is permitted in the Project, and provide written confirmation to the County that the equity contribution has been advanced.

2.2 Funding for Affordable Housing is comprised of Funds held by the County. Funds will be advanced to the Proponent in the form of a Loan, during the Development Activities.

2.3 The County shall disburse the amount of the Loan following the date on which this Agreement is signed by the Parties and upon construction milestones as set out in the
Program guidelines. Notwithstanding this provision, the County shall at all times hold back the required amount of funds to comply with the *Construction Lien Act*.

2.4 The County shall have the option of withholding from the amount to be disbursed under section 2.3 the amount of the cost of construction necessary to complete the construction of the Project and, in such case, the County shall disburse the amount so withheld following its receipt of satisfactory evidence that such construction is complete within the meaning of the *Construction Lien Act* and provided that the *Construction Lien Act* is complied with.

2.5 The Proponent shall use the amount of the Loan for the purpose of its Development Activities in connection with the Project.

2.6 The Proponent may authorize the County to pay Funds to a third party and the County shall permit such authorization.

3. **PROVISION OF AFFORDABLE HOUSING**

3.1 Without limiting the condition set out in section 5.1(b), the Proponent shall use its reasonable best efforts to discharge or cause the discharge of any registered construction liens so as to ensure that there are no construction liens registered against the Project on the date for the disbursement of the Loan under sections 2.3 and 2.4. The County's obligation to disburse shall be conditional upon the Proponent's compliance with the *Construction Lien Act* as set out in section 5.1 (b).

3.2 The Proponent shall not at any time during the term of this Agreement breach any Contribution Agreement respecting the Project including any municipal capital facility agreement made pursuant to section 110 of the *Municipal Act, 2001* and shall not, through any breach on its part, cause such other entity to terminate a Contribution Agreement for cause. The Proponent agrees that a breach by it of any such Contribution Agreement, that has not been corrected, shall constitute a breach of this Agreement.
Proponent shall provide the County with evidence of its good standing under any such Contribution Agreement within ten (10) Business Days following its receipt of a written request from the County.

4. **OPERATION OF AFFORDABLE HOUSING**

4.1 The Proponent acknowledges and agrees that the Rental Protocol set out in Schedule “D” applies to the Project by virtue of the contractual terms of this Agreement, notwithstanding that the Rental Protocol does not apply to the Project under the *Residential Tenancies Act, 2006*.

4.2 The Proponent agrees to operate the Units in accordance with the rules set out in Schedule “D” of this Agreement.

5. **CONDITIONS**

5.1 The provision of funding by the County pursuant to sections 2.3 and 2.4 is subject to the following conditions precedent, each of which is for the exclusive benefit of the County, and may be waived in full or in part by the County by written notice to the Proponent:

   (a) any Contribution Agreement referred to in section 3.2 remaining in force and the Proponent being in good standing thereunder;

   (b) there being no Claim for Lien under the *Construction Lien Act* registered against the Project;

   (c) there being in existence no unregistered lien or statutory claim having priority against the Project;

   (d) the Proponent’s title to the Project being encumbered by no registered encumbrances other than the Permitted Encumbrances;
(e) the Proponent being in good standing under all of the Permitted Encumbrances and there being no work orders issued against the Project by any governmental entity, agency or official; and

(f) the Proponent having provided the County with the Security Documents required by section 7 and in accordance with the said section.

5.2 If any of the conditions contained in section 5.1 have not been fulfilled on the date for the disbursement of the Loan by the County pursuant to sections 2.3 and 2.4 and are not waived by the County pursuant to section 5.1, the County shall be under no obligation to make any advance of the Loan to the Proponent and the County shall thereupon have the right to terminate this Agreement and, in that event, neither party to this Agreement shall have any rights or obligations hereunder, save and except that the County may, notwithstanding such termination, bring an action against the Proponent for all losses, costs and expenses, including, without limitation, reasonable legal fees incurred by the County in connection with this Agreement where the non-performance or non-fulfillment of a condition is a result of a breach of a covenant by the Proponent and the County shall have the right o require repayment of any previously advanced Funds together with interest as set out in this Agreement.

6. TERMS OF THE FUNDING

6.1 The Loan shall have a term of twenty (20) years, commencing as of the Interest Adjustment Date.

6.2 Prior to the Interest Adjustment Date, interest shall accrue on the total of the amount or amounts advanced under the Loan at the rate of eight per cent (8%) per annum. The interest so calculated shall compound semi-annually, not in advance, payable on demand until the Interest Adjustment Date.
6.3 On the Interest Adjustment Date, the amount of interest accrued as calculated in section 6.2 shall be forgiven, provided that the Proponent has satisfied all requirements as set out in section 2.

6.4 With effect from the Interest Adjustment Date, the interest rate applicable to the Loan shall be the higher of the average posted rate offered by major Canadian lending institutions for a commercial first mortgage having a five (5) year term, plus two per cent (2%) or the interest rate applicable to the first mortgage registered against title to the property, plus two per cent (2%).

6.5 On each anniversary date of the Interest Adjustment Date, the Proponent shall pay the County the amount of interest, as calculated on the Loan amount according to the interest rate stipulated in section 6.4, so accrued during the previous year, provided however, if the Proponent has satisfied, as of such anniversary date, the requirements of this Agreement, the amount of the interest so owing shall automatically be forgiven.

6.6 The Loan amount shall be fully forgiven on the last day of the month at the end of the term of the Loan, provided that the Proponent has fulfilled all the requirements of the Program as set out in this Agreement.

6.10 The Proponent shall provide the County with such information respecting the Proponent’s permanent financing obligations for the Project as the County may require from time to time.

7. SECURITY

7.1 Prior to the County disbursing the Loan proceeds to the Proponent pursuant to section 2.4, the Proponent shall provide the County with executed registerable security documents in the form attached hereto as Schedules “E-1”, “E-2” and “E-3” (the “Security”), completed in accordance with this Agreement or at the County's option, such alternate form of security, on such terms and conditions as the County may require,
attached hereto as Schedule “F”.

7.2 The Security shall be collateral to this Agreement and any other Contribution Agreement between the County and the Proponent. The County shall be a party on all Security documents and shall share in any recoveries thereunder in proportion to their respective contributions to the total amount secured. The amount of all contributions from the County shall be included in the Security documents. The amount of any eligible in-kind contributions from the County shall not be included in the Security documents.

7.3 Without limiting the Proponent’s covenants and the remedies of the County under this Agreement and the Security, the Proponent agrees that a breach of this Agreement or any other Contribution Agreement with the County shall constitute a breach of the Security and a breach of the Security shall constitute a breach of this Agreement and any other Contribution Agreement with the County.

7.4 The County acknowledges and agrees that notwithstanding that the Security provides that the principal and interest secured thereunder is payable on demand, the County shall have no right to demand payment thereunder except in accordance with the provisions of this Agreement relating to repayment. In the event of a conflict or inconsistency between the provisions of this Agreement and the Security, the provisions of this Agreement shall prevail with respect to Funds provided by the County.

7.5 The Security shall rank immediately behind the registered security for the Proponent’s primary financial obligations for the Project, unless the County determines that the Security shall have a lesser priority.

8. ACCOUNTABILITY FRAMEWORK

8.1 Submissions will be required of the Proponent as follows:

(a) If requested by the County, the Proponent shall submit to the County, an audited
financial statement respecting the expenditure of the Funds provided to it pursuant to this Agreement, within ninety (90) days or such additional time as may be determined by the County, following the date on which the County is advised that the Project will not proceed or that the Development Activities related to the Project have been fully completed.

(b) Following the full completion of the Development Activities related to the Project, the Proponent shall submit to the County a completed information report in the form attached hereto as Schedule “H”, and annually thereafter shall submit to the County completed information reports in the forms attached hereto as Schedules “I” and “J”.

8.2 The Proponent represents that it has not provided any false or misleading information in the Proposal and agrees that it shall not provide any false or misleading information to the County under this Agreement.

8.3 The Proponent shall, on forty-eight (48) hours prior written notice, give the County free access to the Project and to such staff, documents, books, records and accounts as may be determined by the County, for the purpose of verifying compliance with this Agreement.

8.4 The County may conduct an audit, investigation or inquiry in relation to the Project or any larger development or project of which the Project is a part and the Proponent shall cooperate with the County and provide free access to the Project and to such staff, documents, books, records and accounts as may be determined by the County.

8.5 The provisions of sections 8.1, 8.2, 8.3, 8.4 and 8.5 shall continue to apply for a period of seven (7) years following the end of the Phase-out Period or the date of any early termination of this Agreement.

9. PUBLICITY
9.1 The Proponent shall not make any public announcement respecting the Project, without the prior written consent of the County.

9.2 During the period of the Development Activities related to the Project, the Proponent shall erect a sign in front of the Project. The sign shall be in accordance with specifications issued by the Province and the County.

10. REMEDIES

10.1 In the event the County determines that a Proponent has breached any one (1) or more provisions of this Agreement or any other Contribution Agreement or the County advises the Province that a Proponent has breached any one (1) or more provisions of this Agreement or any other Contribution Agreement between the County and a Proponent, the Province and County shall follow the Protocol for Non-Compliance set out in Schedule “K”.

10.2 All of the remedies in this Agreement and the Security are cumulative and the County shall be entitled to avail itself simultaneously of some or all of the said remedies and any other remedies available in equity or at law.

10.3 Notwithstanding any of the terms of this Agreement or of the Security, the County shall have the option of waiving any or all of its remedies under this Agreement and the Security, but no waiver of a provision shall be deemed to constitute a waiver of any other provision (whether or not similar) nor shall any waiver constitute a continuing waiver unless otherwise provided in writing.

11. NOTICE

11.1 Any notice or other communication required, desired or permitted to be given by this Agreement shall be in writing and shall be effectively given if:
(a) delivered personally;

(b) sent by prepaid courier service; or

(c) sent by facsimile communication, and confirmed by mailing the original documents so sent by prepaid mail on the same or following day, addressed as follows:

(i) in the case of notice to the County:

    The Corporation of the County of Grey
    595 9th Avenue East
    Owen Sound, Ontario N4K 3E3

(ii) in the case of notice to the Proponent:

    1993934 Ontario Inc
    323108 Durham Rd West
    Durham, ON N0G 1R0

or at such other address as the party to whom such notice or other communication is to be given shall have advised the party giving same in the manner provided in this section. Any notice or other communication delivered personally or by prepaid courier service shall be deemed to have been given and received on the day it is so delivered at such address, provided that if such day is not a Business Day such notice or other communication shall be deemed to have been given and received on the next following Business Day. Any notice or other communication transmitted by facsimile communication shall be deemed to have been given and received on the day of its transmission, provided that such day is a Business Day and such transmission is completed before 4:30 p.m. on such day, failing which such notice or other communication shall be deemed to have been given and received on the first (1) Business Day after its transmission. If there has been a mail stoppage and if a party sends a notice or other communication by facsimile communication, such party shall be relieved from the obligation to mail the original document in accordance with this
12. **GENERAL**

12.1 Any power, right or function of the County, contemplated by this Agreement, may be exercised by any employee or agent of the County.

12.2 It is understood that the *Municipal Freedom of Information and Protection of Privacy Act* shall apply to all records submitted to or created by the County pursuant to this Agreement.

12.3 The Proponent represents and warrants that:

   (a) it shall preserve the PIPEDA compliance of all PIPEDA Protected Information transferred to it by the County;

   (b) it shall ensure the PIPEDA compliance of all PIPEDA Protected Information it collects in the course of performing its contractual obligations; and

   (c) it shall ensure the PIPEDA compliance of all PIPEDA Protected Information that it transfers to the County.

12.4 Nothing in this Agreement is to be construed as authorizing one Party to contract for or incur any obligation on behalf of the other or to act as agent for the other and nothing in this Agreement shall be construed to constitute the County and the Proponent as partners of each other.

12.5 No member of the municipal council constituting the County or the municipal council of any local municipality of the County or the governing body of any municipal agency, board or commission, of any such municipalities shall be admitted to any share or part of any contract, agreement or commission made pursuant to this Agreement or to any
benefit arising therefrom, including, without limitation, any contract, agreement or commission arising from or related to the Program.

12.6 Time shall in all respects be of the essence in this Agreement, provided that the time for doing or completing any matter provided for under this Agreement may be extended or abridged by agreement in writing signed by the County and the Proponent or their respective solicitors on their behalf, who are hereby expressly appointed in this regard.

12.7 Any tender of documents or money hereunder may be made by the County or the Proponent or their respective solicitors.

12.8 This Agreement is made pursuant to and shall be governed by and construed in accordance with the laws of the Province of Ontario. Any reference to a statute in this Agreement includes a reference to all regulations made pursuant to such statute, all amendments made to such statute and regulations in force from time to time and to any statute or regulation which may be passed and which has the effect of supplementing or superseding such statute or regulations.

12.9 The headings and subheadings contained in this Agreement are inserted for convenience and for reference only and in no way define, limit or describe the scope or intent of this Agreement or form part of this Agreement.

12.10 The Parties agree that there are no representations, warranties, covenants, agreements, collateral agreements or conditions affecting the property or this Agreement other than as expressed in writing in this Agreement.

12.11 This Agreement shall be read with all changes of gender and number required by the context.

12.12
(a) The Proponent shall not transfer or convey its interest in all or any part of the
Project without, subject to subsection 12.12(b), simultaneously assigning its interest in this Agreement to the transferee, which transferee shall enter into one or more agreements with the County, in a form satisfactory to the County, to assume all of the Proponent’s obligations under this Agreement and to provide the County with Security in accordance with this Agreement.

(b) The Proponent shall not assign its interest in this Agreement without the prior written consent of the County, which consent shall not be arbitrarily or unreasonably withheld.

(c) For the purpose of this Agreement, a transfer of the beneficial interest in the shares of the Proponent shall be deemed to constitute an assignment if it results in a change in the party or parties who owns or own more than fifty per cent (50%) of the voting shares of the said corporation.

12.13 Each of the Parties shall, at any time and from time to time, upon not less than twenty (20) Business Days prior written notice by the other Party, execute and deliver to the other Party a statement in writing certifying that this Agreement is in good standing, unmodified and in full force and effect, or if there have been modifications that the same are in good standing and in full force and effect, as modified, and stating the modifications. Where applicable, the statement shall state the defaults, if any, known to the Party to whom such request has been made and the action taken or proposed to be taken by such requested Party with respect to same.

12.14 If more than one entity is a party to this Agreement as Proponent, all references to the Proponent shall include all of the said entities and this Agreement shall be binding on each jointly and severally.

12.15 This Agreement shall enure to the benefit of and be binding upon the Parties hereto and their respective successors and assigns, provided that this paragraph shall in no way derogate from the provisions of section 12.12 restricting the Proponent’s ability to assign this Agreement.
IN WITNESS WHEREOF This agreement has executed by the Parties.

Per: ________________________________
Name:

c/s
Per: ________________________________
Name:

Per: ________________________________
Name:
Title:

c/s
Per: ________________________________
Name:
Title:
SCHEDULE “D”  
RENTAL PROTOCOL  

1. DEFINITIONS  

1.1 In this Schedule “D”, unless the context requires otherwise,  

• “Affordability Period” means the “twenty (20) year period”, or “details in words (and numbers) of such longer period” as may be established in the Procurement Process, following the date of the first occupancy of a Unit in the Project;  
• “Agreement” means the Agreement to which this Schedule “D” is attached, and when used in this Schedule “D”, the term “rent” includes the amount of any consideration paid or given or required to be paid or given by or on behalf of a tenant to the Proponent or the Proponent’s agent for the right to occupy a Unit and for any services and facilities and any privilege, accommodation or thing that the Proponent provides for the tenant in respect of the occupancy of the Unit, whether or not a separate charge is made for services and facilities or for the privilege, accommodation or thing.  

1.2 The definitions in the Agreement shall apply to this Schedule “D”, in addition to the definitions contained in section 1.1 above.  

1.3 All references to section numbers in this Schedule are references to sections of the Schedule and not sections of the Agreement, unless otherwise explicitly stated.  

2. AFFORDABLE RENT  

2.1 During the Affordability Period, the Proponent shall not charge rent for a Unit in the Project in excess of the affordable rent permitted under this Schedule “D” nor increase any rent charged for a Unit except as permitted in this Schedule “D”.  

3. **RENTS**

3.1 The weighted average rent of all Units in a Project for which Program Funds have been utilized shall not exceed eighty per cent (80%) of CMHC Average Market Rents in the geographical area, as determined in the most recent CMHC Annual Rental Market Survey.

3.2 The maximum rent for any Unit shall not exceed one hundred and five per cent (105%) of the modified shelter allowance under the Ontario Works program, provided that the amount so calculated does not exceed the CMHC Average Market Rent for units of a similar type in the geographical area.

4. **RENT INCREASES**

4.1 The Proponent may increase the rent charged under section 3.1 with respect to a Unit only if at least twelve (12) months have elapsed,

(a) since the day of the last rent increase respecting the Unit, if there has been an increase, or

(b) since the day the Unit was first rented for the first rental period following the completion of the Development Activities in connection with the Project.

4.2 Subject to section 4.3, the Proponent shall not increase the rent pursuant to section 4.1 during the Affordability Period by more than the then prevailing rent increase guideline established for each calendar year pursuant to the *Residential Tenancies Act, 2006* or any successor legislation. The Proponent acknowledges that the rent increase guideline of the *Residential Tenancies Act, 2006* or any successor legislation, does not apply to the Project and agrees that the rent increase guideline applies by virtue of the contractual terms of the Agreement and this Schedule “D”.

4.3 From the beginning of the eleventh (11) year of the Affordability Period until the end of
the Affordability Period, in addition to the increase permitted by section 4.2, the Proponent may apply to the County to increase Unit rents to an amount not to exceed CMHC Average Market Rent for units of a similar type in the geographical area.

5. **PHASE-OUT PERIOD**

5.1 During the Phase-out Period, the Proponent shall not increase the rent charged to *in-situ* tenants of Units by more than the rent guideline increase permitted under section 4.2 and any additional increase that may be approved under section 4.3.

5.2 Upon a Unit becoming vacant during the Phase-out Period, the Proponent may rent the Unit to a new tenant at any rent agreed to by the Proponent and the new tenant.

6. **EXCEPTION**

6.1 Subject to the provisions of the *Residential Tenancies Act, 2006* or any successor legislation, and notwithstanding the provisions of this Schedule “D” respecting rent increases prior to and during the Phase-out Period, where a Service Manager implements income verification of tenants following the initial occupancy of a Unit, a Service Manager may increase the rent for a Unit by more than the rent increase guideline under the *Residential Tenancies Act, 2006* or any successor legislation, provided that the rent for the Unit does not exceed the CMHC Average Market Rent for units of a similar type for that year and provided that the weighted average rent for the funded Units in a Project does not exceed the permitted rents for the Project.

7. **AFTER PHASE-OUT PERIOD**

7.1 After the end of the Phase-out Period, the Proponent shall be permitted to rent Units in the Project to new tenants at rents agreed to by the Proponent and the new tenants.
SCHEDULES “E-1”, “E-2”, “E-3" SECURITY DOCUMENTS

[Relevant Documents to be Attached]

Schedule E-1 - Charge/Mortgage of Land - register in land titles/land registry system
Schedule E-2 - Assignment of Rents - register in land titles/land registry system and PPSA
Schedule E-3 - Security Agreement (chattels) - register in PPSA
SCHEDULE “F”
ALTERNATE SECURITY

[Relevant Documents to be Attached]

Schedule “F” is not registerable and is used to replace Schedules “E-1”, “E-2” and “E-3”.
SCHEDULE “G”
PERMITTED ENCUMBRANCES

[This schedule in the executed Charge/Mortgage will contain the registration details of all registered documents which fit into the categories listed below.]

1. All mortgages and security collateral thereto totaling principal amounts which do not exceed the total costs of the Development Activities incurred in connection with the Project.

2. Such easements and restrictive covenants as do not prevent the Project from being constructed or used as Affordable Housing.

3. Municipal agreements relating to the Development Activities in connection with the Project.
SCHEDULE “H”
Investment in Affordable Housing Program Extension 2014 – Rental Housing
Initial Occupancy Report

Occupancy Date: _________________________

A. Project Information

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<th>Contribution Agreement Number</th>
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<tr>
<th>Project Name</th>
<th>Property Address</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

B. Number of Units in Project

<table>
<thead>
<tr>
<th>Unit Type</th>
<th>AHP Funded Rental Units (#)</th>
<th>AHP Funded Supportive Units (#)</th>
<th>Units Not Receiving AHP Funding (#)</th>
<th>Total Number of Units (#)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bachelor</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>One Bedroom</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Two Bedroom</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Three Bedroom</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Four Bedroom</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Total Number of Units</td>
<td></td>
<td></td>
<td></td>
<td>86</td>
</tr>
</tbody>
</table>
C. Depth of Affordability: Rents at Occupancy (AHP Funded Units)

Establishes “permitted rents” which are used in Schedule “I”

<table>
<thead>
<tr>
<th>Unit Type</th>
<th>Average Unit Rent (AHP Funded Units) (A)</th>
<th>CM HC Average Market Rent ($) (B)</th>
<th>Percentage of CM HC Average Market Rent (\frac{A}{B} \times 100)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bachelor</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>One Bedroom</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Two Bedroom</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Three Bedroom</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Four Bedroom</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Depth of Affordability: Percentage of CMHC Average Market Rent Achieved for Overall Project

80%

(Note: This figure cannot be greater than 80% of CMHC Average Market Rent, without the approval of the County)

D. Project Certification

I certify, to the best of my knowledge, that the information provided in Sections B and C above is true and correct. I hereby authorize the County to review the rent roll from appropriate source(s) if deemed necessary.

_________________________ Date: ________________ Signed by: _______________________

[please print name]

I am [please check on the appropriate line below]

___ the Owner of the Project

___ the Chairperson of the Board of Directors of the Project
SCHEDULE “I”
Investment in Affordable Housing Program- New Rental Component
Annual Occupancy Report

A. Project Information

<table>
<thead>
<tr>
<th>Contribution Agreement Number</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Contribution Agreement Expiry Date</td>
<td></td>
</tr>
<tr>
<td>Project Name</td>
<td></td>
</tr>
<tr>
<td>Property Address</td>
<td></td>
</tr>
</tbody>
</table>

B. Average Rents at Year End

<table>
<thead>
<tr>
<th>Unit Type</th>
<th>Total Number of Units (#)</th>
<th>AHP Funded Rental Units (#)</th>
<th>AHP Funded Supportive Units (#)</th>
<th>Permitted Rent [insert last reporting year] ($)</th>
<th>RTA Permitted Increase ($)</th>
<th>Permitted Rent per Unit per Month ($)</th>
<th>Average Rent per Unit per Month ($)</th>
<th>Rational (if D&gt;C)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bachelor</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>One Bedroom</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Two Bedroom</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Three Bedroom</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

88
C. Affordability

<table>
<thead>
<tr>
<th>Year</th>
<th>Average Rent in Relation to AMR</th>
<th>Variance Between Current and Last Year’s Average Rent</th>
<th>RTA Permitted Increase</th>
<th>Rationale for Amount Above RTA Increase</th>
</tr>
</thead>
<tbody>
<tr>
<td>First Year Occupied</td>
<td>#80%*</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Annually Thereafter</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

* This figure cannot be greater than 80% of CMHC Average Market Rent, without the approval of the County

D. Project Certification

I certify, to the best of my knowledge, that the information provided in Section B above is true and correct. I hereby authorize the County to review the rent roll from appropriate source(s) if deemed necessary.

_________________________ Date: _______________ Signed by: _______________________

[please print name]

I am [please check on the appropriate line below]
___ the Owner of the Project
___ the Chairperson of the Board of Directors of the Project

E. Auditor’s Confirmation

We have performed the necessary review and tests on the records of the named property pertaining to the rent levels for the reporting period. Our results confirm the information as provided in Sections B and C above is true and correct.

___________________________     Date: ___________________

Confirmed by [please print name]

Name, Address and Telephone Number of Firm:

[insert relevant information]
# SCHEDULE “J”

**Annual Targeting Report**

For year ending December 31, ______

<table>
<thead>
<tr>
<th>Name of Owner</th>
<th>RENTAL</th>
<th>SOCIAL HOUSING</th>
<th>AVERAGE RENT OF UNITS PER MONTH</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Number of Units</td>
<td>Number of Units</td>
<td></td>
</tr>
<tr>
<td></td>
<td>New Conversion</td>
<td>New Conversion</td>
<td>Ne w</td>
</tr>
<tr>
<td></td>
<td>Rehabilitation</td>
<td>Rehabilitation</td>
<td>Convers ion</td>
</tr>
<tr>
<td></td>
<td>Major Addition</td>
<td>Major Addition</td>
<td>Major Additi on</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>CLIENTELE</th>
<th>Number of Units</th>
</tr>
</thead>
<tbody>
<tr>
<td>Family</td>
<td>Single Senior</td>
</tr>
<tr>
<td>Supportive Victims of Domestic Violence</td>
<td>Supportive Mental Health</td>
</tr>
</tbody>
</table>

|               | | | | |
|               | | | | |
SCHEDULE "K"

PROTOCOL FOR NON-COMPLIANCE

Investment in Affordable Housing Program Extension Program 2014 - New Rental Housing Component

1. BACKGROUND

1.1 This Schedule addresses the obligations to indemnify and obligations of the Investment in Affordable Housing Program Extension 2014 participants to recover Funds from affordable housing projects which may encounter difficulties within the relationships described below:

(a) Province (which is referred to as the “Province” in the Agreement) - Canada Mortgage and Housing Corporation (“CMHC”);

(b) Service Manager - County;

(c) Proponent - Service Manager; and

(d) Proponent - County.

1.2 It is expected that all Rental and Supportive projects will be required to obtain CMHC insurance for the first mortgage since this is a condition of funding under the Ontario Mortgage and Housing Partnership Initiative.

1.3 While this Schedule pertains to the Rental and Supportive Component of the AHP program, the same set of underlying principles and requirements could accommodate other program components with minor adjustments.

1.4 The undertakings and commitments contained in this Schedule are consistent with and do not supersede any agreements between the Governments of Canada and Ontario as per the Investment in Affordable Housing Program Extension 2014 ("IAH E Agreement").
2. CONSULTATION

2.1 When the County becomes aware of a failure of a Proponent to observe or perform a material condition in the Contribution Agreement, the County shall notify the Province, which shall, in turn, notify CMHC. The County and the Province shall each appoint one person to an ad hoc committee for the purpose of assembling information relating to the project in difficulty and determining a course of action for rectifying the difficulty. CMHC shall be invited to participate and will determine the extent of its involvement on the committee. Terms of reference for the ad hoc committee shall be developed and agreed to by all three parties.

3. BEST EFFORTS

3.1 In determining what course of action may be undertaken to rectify a project in difficulty, the parties shall use their best efforts to work together co-operatively with a view to maintaining, to the greatest extent possible in the circumstances, the affordability of the rents for the project as determined by the Contribution Agreement. The parties acknowledge that the interests of the tenants shall be considered in determining what course of action may be most suitable for a project in difficulty.

4. ADVANCE NOTICE

4.1 Neither CMHC, the Province nor the County shall substantially modify the terms of any project-specific agreement, including the Contribution Agreement, or the advance of Funds or the security documentation associated with the advance of Funds, with the exception of a CMHC insured first mortgage, without providing written notice to the other parties and a reasonable opportunity for the other parties to address the implications of such action.

4.2 The obligation to indemnify or the distribution of a recovery of Funds from a project in difficulty will require the County and/or Proponent to exhaust all reasonable
opportunities to seek recovery, which efforts shall include but shall not be limited to resorting to legal action to defend third party claims, seeking indemnification from insurance policies, if any, that may afford coverage for a particular loss and/or recovering Funds from bonding companies or other third parties who, at law, may be responsible for the losses of a project in difficulty.

5. **INDEMNITY**

5.1 **County - CMHC**

(a) As per Section 8.4 of the IAH E Agreement, the County shall indemnify CMHC as the result of third party claims arising out of the implementation of the Agreement.

(b) Federal-Provincial indemnity provisions on Project Development Funding and environmental claims remain as per Section 8.4 (d), (e) and (f) of the IAH E Agreement.

(c) Where CMHC has insured a Proponent’s first mortgage and a default occurs on the insured mortgage, the Province is not required to indemnify CMHC for any losses related to the mortgage insurance as per Section 8.4 (g) of the IAH E Agreement.

(d) The IAH E “capital” Funds and the circumstances dealing with the recovery of these Funds are dealt with in subsequent sections of this Schedule.

5.2 **County - Province**

(a) Subject to paragraphs (b) and (c) below, the County shall:

(i) during construction and following completion of construction, indemnify the Province for 100% of any third party claims against
the Province arising out of the implementation of this Agreement; and

(ii) following completion of construction, indemnify the Province for 50% of that portion of any third party claims against CMHC arising out of the implementation of this Agreement where the County indemnifies CMHC under the IAH E Agreement,

unless the claims are in any way, directly or indirectly, attributable to the negligence, bad faith or willful misconduct of the County.

(b) During the construction phase of a project, the County shall indemnify the Province as a result of any third party claims against the County, subject to certain exceptions as per Section 8.4 of the IAH E Agreement, including:

(i) Maximum liability is limited to the total amount of IAH E Funds advanced at the time of the loss giving rise to the claim for indemnification;

(ii) This indemnity is limited to 50% of the provincial liability for losses in relation to Project Development Funding (i.e. 25% of the total claim);

(iii) This indemnity is limited to 50% of all losses, costs and expenses incurred by the County that relate to environmental or pollution claims, including claims against CMHC; and

(iv) There is no indemnification for losses covered solely by CMHC or by other insurance.

(c) Following completion of construction, the County shall indemnify the Province as a result of any third party claims against the County and/or CMHC, subject to certain exceptions as per Section 8.4 of the IAH E Agreement, including:

(i) Maximum liability is limited to the total amount of IAH E Funds advanced at the time of the loss giving rise to the claim for indemnification;
advanced at the time of the loss giving rise to the claim for indemnification;

(ii) This indemnity is limited to 50% of the provincial liability for losses in relation to Project Development Funding (i.e. 25% of the total claim);

(iii) This indemnity is limited to 50% of all losses, costs and expenses incurred by the County that relate to environmental or pollution claims, including claims against CMHC; and

(iv) There is no indemnification for losses covered solely by CMHC or by other insurance.

5.3 **Proponent - Province**

(a) The Proponent shall indemnify the Province for any claims against the County and/or CMHC, in accordance with the Contribution Agreement.

(b) The Proponent shall indemnify the County for any claims against the Province and/or CMHC, in accordance with the Contribution Agreement.

5.4 **Proponent - County**

(a) Where there is a direct relationship between the County and a Proponent, the Proponent shall indemnify the County for all Federal Funds and Provincial Funds paid in the event of a claim against the County or CMHC.

(b) Indemnification of CMHC will be required during the construction and occupancy period of a project. Indemnification of the County will be required throughout the Affordability Period.

6. **RECOVERY OF FUNDS**
6.1 Under the IAH E, a number of circumstances could arise which could make a project “noncompliant”. Examples include:

(a) Construction Failures - increased construction costs, bankruptcy;

(b) Environmental considerations - with the exception of those identified and recorded in advance of an IAH E funding commitment;

(c) Program compliance violations - project fails to remain affordable or does not maintain its affordability target for the full 20 years, or Funds are misused.

6.2 Province - CMHC

(a) CMHC would not expect full repayment of federal capital by the Province if the Province and the County confirms that “best efforts” were made to collect the Funds.

(b) Best efforts would involve adherence by the County to the “risk sharing protocols” in order to minimize occurrence of failure. Furthermore, the parties will need to explore all available remedies with the County, the Province, Proponents and CMHC, and implement the best remedy to the extent possible.

(c) If efforts lead to a recovery of capital Funds, CMHC would expect a repayment of “a pro rata portion” of the Federal Funds. All three funding partners shall share in any proceeds recovered, in proportion to their contributions.

(d) A sliding scale for CMHC forgiveness is set at 5% per year over 20 years. Under certain circumstances, the County will share this forgiveness with Service Managers and Proponents, otherwise the County will collect these Funds for recycling in other projects.
(e) Federal Funds could either be repaid by the Service Manager to the County and recycled in new commitments before March 31, 2018 or refunded directly to CMHC after this date.

(f) In the event that auditors discover misuse of Federal Funds as per the IAH E Agreement, CMHC would expect a refund from the County where applicable. The amount owing could be reduced based on earned forgiveness of the principal amount during the period of project compliance.

6.3 County - Province

(a) In the event a project ceases to be an IAH E project for reasons related to negligence, misuse or non-compliance, the County shall repay the Province all Provincial Funds advanced during the period of non-compliance. It is acknowledged that where the first mortgagee or CMHC has gained possession, as a result of a default under the insured loan, they would not assume any liability for Provincial Funds paid to the Proponent during the period of non-compliance prior to the date the first mortgagee or CMHC took possession.

(b) In the event a project ceases to be compliant due to the negligence of the County, the County shall repay the Province all Federal Funds, less any earned forgiveness of the principal amount during the period of project compliance.

6.4 Proponent - County

(a) The County shall adopt a similar position if a project terminates under reasonable circumstances. That is, best efforts can be made to recover Funds, but if there were no proceeds available, repayment would not be expected.

(b) In situations of non-compliance due to misuse or negligence, the County is
expected to take remedies available to recover Funds.

6.5 **Proponent - County**

(a) In situations of non-compliance due to misuse or negligence, the Proponent shall repay the County all Federal Funds and Provincial Funds.

(b) If a project ceases to operate as an IAH E project, under reasonable circumstances, the provincial affordability payment would end and best efforts will be made to recover the Provincial Funds paid during any period of non-compliance. In the event no proceeds were available, repayment would not be expected.