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 8, 2018
      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.
   b. Committee of the Whole closed meeting minutes dated November 8, 2018
      That the Committee of the Whole closed meeting minutes dated November 8, 2018 be adopted as provided to County Council.
   c. Long-Term Care Committee of Management meeting minutes dated November 6, 2018
      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.
   d. CAO Performance Evaluation Committee meeting minutes dated November 15, 2018
      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.
6. Closed Meeting Matters
   a. That Committee of the Whole 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).

7. By-laws

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.

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 a minute of silence in honour of Remembrance Day, which was followed by O Canada.

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

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; Barbara Fedy, Director of Social Services; Grant McLevy, Director of Human Resources; Pat Hoy, Director of Transportation Services; Scott Taylor, Senior Planner; Jody MacEachern, Acting Director of Information Technology; Michael Letourneau, Director of Legal Services – County Solicitor; and Kevin McNab, Director of Paramedic Services.

Dr. Ian Arra and Dr. Hazel Lynn were also in attendance.

Declaration of Pecuniary Interest

There were no disclosures of pecuniary interest.

Adoption of Minutes

\textit{CC105-18} Moved by: Councillor Burley Seconded by: Councillor Barfoot

That the minutes of the County Council meeting and Committee of the Whole meeting dated October 25, 2018 and the resolutions contained therein be adopted as presented.

Carried
Moved by: Councillor Boddy  Seconded by: Councillor Bell

That the Committee of the Whole closed meeting minutes dated October 25, 2018 be adopted as provided to County Council.

Carried

Moved by: Councillor Barfoot  Seconded by: Councillor Eccles

That the CAO Performance Evaluation Committee meeting minutes dated October 25, 2018 be adopted as presented to County Council; and

That the CAO Performance Evaluation Committee closed meeting minutes dated October 25, 2018 be adopted as provided to County Council.

Carried

Closed Meeting Matters (if required)

There was no closed meeting held.

Reports

Board of Health

Moved by: Councillor Mackey  Seconded by: Councillor Burley

That the Board of Health minutes dated September 28, 2018 and the Board of Health Report dated October 26, 2018 be received for information.

Carried

The Warden congratulated Dr. Arra on his new role as Medical Officer of Health and thanked Dr. Lynn for her hard work. Dr. Arra thanked Dr. Lynn for her service.

By-Law

Moved by: Councillor McQueen  Seconded by: Councillor Greenfield

That By-Law 5034-18 be introduced and 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.
Good News and Celebrations

Councillor McKean advised that Georgian Hills Vineyards participated in a wine tasting event at Queen’s Park. Their Seyval Blanc was selected as the official white wine of 2019 to be served at Queen’s Park and sold in the gift shop. This was the first time an emerging wine region was selected for the honour.

Councillor Boddy noted that Owen Sound’s Santa Clause Parade will be held on November 17th. The opening celebration for the Festival of the Northern Lights is also being held on November 17th at 7:00 p.m.

Councillor Clumpus advised that on November 7th Meaford hosted the Meaford Dragons event for the 10th year. She noted that Kim Wingrove participated in the event as a dragon.

Councillor Fosbrooke noted a recent article regarding human trafficking in the area, which she celebrated for highlighting the topic.

Scott Taylor wished the Councillors a happy World Town Planning Day, which is celebrated in 30 countries across the world.

Adjournment

On motion by Councillors Paterson and Burley, Council adjourned at 9:48 AM to the call of the Warden.

_________________________  ________________________________
Stewart Halliday, Warden                      Heather Morrison, Clerk
Committee of the Whole
November 8, 2018

Grey County Council met on the above date at 9:48 AM at the County Administration Building. Warden Stewart Halliday assumed the Chair and called the meeting to order with all members present except Councillor Ardiel.

Declaration of Pecuniary Interest

There were no disclosures of pecuniary interest.

Delegation

MRI Fundraising for Grey Bruce Health Services

Amy McKinnon, Executive Director, Owen Sound Regional Hospital Foundation and Dr. Colin McIver, Chief Medical Imaging, Grey Bruce Health Services (GBHS) thanked Grey County for their support of past hospital initiatives.

Dr. McIver explained the function of the MRI service at GBHS. The current machine has been operating since 2004 and operates 18 hours each day. Dr. McIver explained that the current MRI machine needs to be replaced. He highlighted the benefits of obtaining a new MRI machine.

Ms. McKinnon asked Council to consider contributing $400,000 over two years for the procurement of a new MRI machine. She highlighted the projected costs and timeline for the procurement.

Discussion occurred regarding what will happen with the old MRI machine. Dr. McIver informed Council that ideally the old MRI machine would remain at GBHS and the new machine would be built in a new separate suite. Building a new suite is highly technical.

Discussions occurred regarding the projected lifespan of a new MRI machine. Dr. McIver believes the new MRI would last at least ten years. Ms. McKinnon spoke about potential future projects that GBHS may undertake. Lance Thurston, President and CEO of GBHS, suggested returning to County Council to provide information on the long term capital needs of GBHS.

Ms. McKinnon noted that over one million dollars has been raised for the project to date.

Determination of Items Requiring Separate Discussion

No items were requested to be removed from the Consent Agenda.
Consent Agenda

CW264-18 Moved by: Councillor Eccles Seconded by: Councillor McQueen

That the following Consent Agenda items be received; and

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

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

1. That the Active Development File List be received for information; and

2. That the Minister of Education correspondence regarding the 2018 Association of Municipalities of Ontario Conference delegation be received for information.

Carried

Items for Direction and Discussion

HDR-CW-19-18 Award of Request for Proposal for Affordable Housing Build in Durham

CW265-18 Moved by: Councillor Eccles Seconded by: Councillor McKean

That report HDR-CW-19-18 be received and that Kevin and Jason Tremble be awarded RFP-HOU-17-18 to develop affordable housing on Part of Park Lot 8 North Side of Chester Street West Plan 500 Durham as in GS38555 except R443637; and

That Council acknowledges that the sale of Part of Park Lot 8 North Side of Chester Street West Plan 500 Durham as in GS38555 except R443637 to Kevin and Jason Tremble to develop affordable housing is required and staff be directed to move forward with the sale of land as approved by the Chief Administrative Officer and in accordance with Sections 1 and Section 2 of By-law 5029-18, being the Lame Duck; and

That the property be sold for the amount necessary to cover the legal costs associated with the transfer of ownership from Grey County to Kevin and Jason Tremble, estimated at $1,000; and

That a grant in lieu of development charges be approved and the $44,000 required be funded from the One Time Funding Reserve.

Carried
HDR-CW-20-18 Cannabis Cultivation Policy Social Housing

CW266-18 Moved by: Councillor Boddy Seconded by: Councillor Clumpus

That report HDR-CW-20-18 be received and that the Cannabis Cultivation Policy MS-HOU-007 prohibiting cannabis cultivation in County owned social housing units be approved.

Carried

ITR-CW-07-18 Disposal of Council Surplus Technology Equipment

CW267-18 Moved by: Councillor Pringle Seconded by: Councillor Mackey

That report ITR-CW-07-18 be received; and

That staff follow the County’s Purchasing Procedures Section 11.2 g) and that Council’s surplus technology equipment be sold through a public process.

Carried

PDR-CW-38-18 Kilsyth Plan of Subdivision (Barry’s Construction) – Georgian Bluffs

CW268-18 Moved by: Councillor Burley Seconded by: Councillor Barfoot

That Report PDR-CW-38-18 regarding an overview of proposed plan of subdivision application 42T-2018-11, consisting of thirty-three (33) residential parcels on lands described as Part of Lot 9, Concession 7 and Part Lots 71, 75, 78, 85, 86, 87, Unnamed Street and Lots 72, 73, 74, Plan 117, Township of Georgian Bluffs, geographic Township of Derby, be received for information.

Carried

Committee recessed briefly and then reconvened.

FR-CW-23-18 Appointment of Auditors for the 2018 Fiscal Year

CW269-18 Moved by: Councillor Mackey Seconded by: Councillor Paterson

That Report FR-CW-23-18 regarding the Appointment of Auditors for the 2018 fiscal year be received; and

That Council approves the single sourcing of external audit services for the 2018 fiscal year, as per the County’s Purchasing Procedures Section 4.3 f) ii); and
Committee of the Whole  
November 8, 2018

That BDO Canada LLP be appointed auditors for the County of Grey, in accordance with Section 296 (1) of the Municipal Act, for the audit of the 2018 fiscal records; and

That the necessary by-law be presented to Council.

Carried

Addendum to TR-CW-42-18 Minimum Maintenance Standards Update

CW270-18  Moved by: Councillor McKean  Seconded by: Councillor Greenfield

That Report TR-CW-42-18 Minimum Maintenance Standards Update be received; and

That Addendum to Report TR-CW-42-18 regarding the Minimum Maintenance Standards Update be received; and

That the Maintenance Standards and Transportation Services Protocol be updated in the Grey County Winter Control Operator Hand Book and that a by-law be brought forward for Council’s consideration.

Carried

HRR-CW-04-18 Memorandum of Settlement – CUPE Transportation Services

CW271-18  Moved by: Councillor Hicks  Seconded by: Councillor Clumpus

That Report HRR-CW-04-18 regarding the CUPE Local 1530 Memorandum of Settlement be received, and the Collective Agreement between the County of Grey and CUPE Local 1530 Transportation Services be ratified.

Carried

TR-CW-45-18 Grey County Quarry Options

CW272-18  Moved by: Councillor Barfoot  Seconded by: Councillor Bell

That report TR-CW- 45-18 Grey County Quarry Options be received; and

That Council support in principle divesting the property through a tender process subject to attaining the agreed upon reserve value; and

That staff bring forward a report and draft tender documents for Council’s consideration in January 2019.

Closed Meeting Matters

CW273-18  Moved by: Councillor Pringle  Seconded by: Councillor Hicks

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

i. a proposed or pending acquisition or disposition of land by the municipality or local board (Grey County Quarry).

That the following staff remain in attendance: Kim Wingrove, Kevin Weppler, Heather Morrison, Pat Hoy, Michael Letourneau, Scott Taylor, and Jacquelyn Morrison

Carried

Council proceeded into closed session at 11:35 AM.

Council returned to open session at 12:23 PM.

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

Resolution CW272-18 was voted on and lost.

CW274-18 Moved by: Councillor Eccles Seconded by: Councillor Barfoot

That staff be directed to bring back a report regarding the leasing options of the Grey County Quarry.

Carried

Other Business

Council discussed Rural Ontario Municipal Association (ROMA) delegation requests. The following items will be brought forward to the new Council as possible 2019 ROMA Delegations: status of school projects; hospital funding; and the Sydenham school approvals.

Notice of Motion

There were none.

Adjournment

On motion of Councillors Burley and Bell, Committee of the Whole adjourned at 12:37 PM to the call of the Chair.

_________________________  ________________
Stewart Halliday, Warden    Heather Morrison, Clerk
The Long-Term Care Committee of Management met on the above date at the County Administration Building with the following members in attendance:

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

Staff Present: Kim Wingrove, Chief Administrative Officer; Kevin Weppler, Director of Corporate Services; Heather Morrison, Clerk; Karen Kraus, Jennifer Cornell, and Renate Cowan, Long-Term Care Administrators; Deputy Treasurers Mary Lou Spicer and Joanna Alpajaro; and Jacquelyn Morrison, Deputy Clerk/ Legislative Coordinator

Sienna Staff Present: Sanja Freeborn, Vice President of Operations Long-Term Care

Call to Order

Chair Burley called the meeting to order at 9:30 AM.

Declaration of Pecuniary Interest

There were no declarations of pecuniary interest.

Reports

Sanja Freeborn addressed the recent W5 episode regarding a class action lawsuit against long term care homes which aired November 2. The program was filmed months ago. On October 25, 2018 the Superior Court of Justice issued an order discontinuing the class action lawsuit against Sienna Senior Living. She noted that Sienna provides exceptional senior living care that is higher than the provincial standards. She reiterated Sienna’s passion for helping seniors.

LTCR-CM-27-18 2019 Long Term Care Budget Preparation

Renate Cowan advised that the 2019 budget is currently under development. Grey County finance, long term care staff, and Sienna are working closely to ensure that the
transition to the Sienna platform is as seamless as possible. Once the budget is complete, it will be presented to the Committee for review.

Ms. Cowan provided an overview of revenue sources, including the Ministry of Health and Long Term Care, resident co-payment, and Grey County. She noted the assumptions used in the 2019 budget are based on the 2018 Ministry funding increases. She advised that the primary budget impacts are wages, benefits, information technology, and contracts. Some discussion occurred regarding government increases.

Sanja Freeborn confirmed that she has reached out to the Ministry’s licensing branch and has not received a response yet. Kim Wingrove noted that until the province approves the management agreement, Grey County is operating under the consulting agreement.

Warden Halliday noted that IT budget figures may need to be reviewed further. Joanna Alpajaro noted the 2018 figures came from last year’s budget. Ms. Freeborn confirmed a draft schedule for accreditation has been prepared and the cost of accreditation is minimal.

CM48-18 Moved by: Councillor Barfoot Seconded by: Councillor Paterson

That report LTCR-CM-27-18 regarding the 2019 Long Term Care budget preparation be received for information.

Carried

LTCR-CM-28-18 Committee of Management Terms of Reference

Karen Kraus provided an overview of the establishment of the Committee. She noted the opportunity to update the Terms of Reference prior to the next Committee’s term. Ms. Kraus reviewed the changes made to the Terms of Reference.

Sanja Freeborn confirmed that Sienna provided input into the draft Terms of Reference.

Kim Wingrove noted that the Terms of Reference do not change the Committee’s requirement for recommendations to be approved by Council. Kevin Weppler confirmed that the Committee cannot pass the budget without obtaining County Council’s endorsement. The Committee will approve the budget first and then it will then go forward for County Council’s approval. Day-to-day staffing decisions will be made through the human resources process and the Sienna management agreement.

Discussion occurred regarding the timing of the Committee meetings. Warden Halliday suggested monthly meetings. Ms. Freeborn advised that language in the Terms of
Reference regarding the number of meetings comes from the legislation. The Warden raised the question of how new members will become educated on long term care. Ms. Freeborn confirmed that an education manual is being drafted. Councillor Wright suggested a visit to a long term care home.

Warden Halliday requested that the Terms of Reference be amended under “Advice to Council” by changing “may” to “shall”. The Committee unanimously agreed to the amendment.

CM49-18 Moved by: Councillor Wright Seconded by: Warden Halliday

That report LTCR-CM-28-18 regarding the Committee of Management Terms of Reference be received; and

That the Terms of Reference be adopted as amended. Carried

LTCR-CM-30-18 Grey Gables Operations Report to Committee of Management

Jennifer Cornell provided an overview of the operations report template. Operations reports will be completed monthly and will be brought to the Committee. If the Committee does not meet each month, there will be a separate report for each month since the last meeting. She noted the reports will become more fulsome in the future because more information will be gathered over time.

Ms. Cornell addressed the Grey Gables Operations Report. She reviewed the quality scorecard and explained that the target numbers are the targets for the individual homes based on the quality improvement plans through Health Quality Ontario. The homes receive their performance indicators as a quarterly figure, not as a year to date figure. The performance indicators are interpreted as a percentage of incidents per hundred. Ms. Cornell noted that for some indicators Grey Gables is performing better than targeted.

Warden Halliday recommended commentary on the statistics until the Committee becomes acquainted with the new reports. Ms. Cornell also noted that the provincial average will be included in future reports.

Ms. Cornell advised that the Ministry of Health and Long Term Care (MOHLTC) section of the report speaks to compliance. Ms. Cornell advised that the MOHLTC may complete a low or high Resident Quality Inspection (RQI). The high RQI is completed every three years and is an intense process. Ms. Cornell informed the Committee that Compliance Officers were recently at Grey Gables for 12 days and the RQI report will be shared with the Committee once it is made available. The Compliance Officers have
21 days to provide the RQI report back to the home. The recent visit at Grey Gables was a high RQI.

Ms. Cornell advised that the theme of the annual professional development training was “Colour It for Yourself”. The training was well received. Ms. Cornell highlighted the staff service awards. She noted the Sienna Support Services updates and advised that the nursing clinical partner was very helpful during the recent MOHLTC visit. Ms. Cornell advised the Committee of the projects and events happening at Grey Gables, including the bake sale, silent auction, and the upcoming Christmas Bazaar. She noted the regulatory visits and provided the complaints and compliments summaries. Discussion occurred regarding crosswalks and crossing the highway.

Ms. Cornell provided Resident/Family Council Updates. She advised that when there is an area of concern that is raised through Resident/Family Councils a process is followed to review the concern and a written response is provided within 10 days.

Discussion occurred regarding emergency preparedness. Ms. Cornell advised that fire drills are practiced three times per month, once per shift. All other codes are completed annually.

CM50-18 Moved by: Councillor Paterson Seconded by: Councillor Barfoot

That LTCR-CM-30-18 Grey Gables Operations Report to Committee of Management be received for information.

Carried

LTCR-CM-31-18 Lee Manor Operations Report to Committee of Management

CM51-18 Moved by: Warden Halliday Seconded by: Councillor Wright

That LTCR-CM-31-18 Lee Manor Operations Report to Committee of Management be received for information.

Renate Cowan reviewed the quality scorecard with the Committee. It was noted that each home has different targets based on its individual indicators because each home is unique in its population.

Ms. Cowan noted that there was a MOHLTC RQI follow up meeting in August and the compliance orders have been resolved. She highlighted a letter of appreciation, staff appreciation event, and the staff service awards. She noted the Sienna Partner visits to Lee Manor. She advised that the Fall Fair and a dairy farm visit were well received by the residents. Residents also raised monarch butterflies and released them into the garden.
Ms. Cowan noted changes in occupancy. Kevin Weppler advised that occupancy rates need to stay above 97% for ministry funding. Councillor Barfoot noted the high change over rate in the homes. Ms. Cowan stated that this is considered typical. Sanja Freeborn advised that the average person in a long term care home is 83 years old and that residents stay in long term care homes for an average of 16 months.

Ms. Cowan summarized the complaints and compliments received. Ms. Freeborn noted that any complaints received in writing must be sent to the ministry and must be answered within 10 days.

Ms. Cowan noted that Lee Manor is in the final stages of implementing the behaviour support unit.

Resolution CM51-18 was voted on and carried.

The Committee recessed briefly and then reconvened.

**LTCR-CM-32-18 Rockwood Terrace Operations Report to Committee of Management**

*CM52-18 Moved by: Councillor Barfoot Seconded by: Councillor Wright*

*TTCR-CM-32-18 Rockwood Terrace Operations Report to Committee of Management be received for information.*

Karen Kraus noted that the data for the scorecard is from April – June, 2018. She highlighted the quality scorecard. She advised that although reducing antipsychotic medications is higher than targeted, it is well below the provincial average. She noted that the MOHLTC has not visited Rockwood Terrace. She highlighted the staff service awards and the Sienna Partner visits. She informed the Committee of recent projects and events held at Rockwood, including the Terry Fox Run, Alzheimer Coffee Break, and the Grand Pal Program.

Ms. Kraus highlighted the occupancy rate. She advised that the home was below 97% because of an outbreak, during which new clients are not permitted to be admitted. She confirmed that the MOHLTC considers this when reviewing occupancy rates for funding. She noted that Rockwood Terrace is back on track now and she expects the current occupancy rates to be over 97%.

Ms. Kraus advised that the Electrical Safety Authority visited the home and noted four deficiencies. All four have been resolved.

Ms. Kraus highlighted the complaints summary and advised that all complaints have been resolved. She noted that the home is working on tracking compliments.
She advised that staff is working on vaccinating for influenza. She also noted that Resident and Family Satisfaction Surveys have been completed and the Resident/Family Council has an upcoming meeting.

Resolution *CM52-18* was voted on and carried.

**Other Business**

Jennifer Cornell thanked the Committee members for their dedication, passion, and leadership over the last year.

Chair Burley thanked the Councillors for their involvement on the Committee. He expressed his gratitude in being the Chair of the Committee.

Councillor Wright thanked the administrators for all their hard work over the years.

Councillor Barfoot thanked the Chair for his leadership. He encouraged all County Councillors to tour the long term care homes and to become involved.

Warden Halliday suggested that the Committee meetings rotate through the long term care homes and potentially have lunch in the homes. Warden Halliday asked for clarification regarding whether cannabis will be permitted in the long term care homes. Renate Cowan noted that the regulations provide the homes with 90 days to develop a policy regarding cannabis. Sanja Freeborn advised that Sienna’s position is to prohibit the growing of cannabis in long term care homes.

**Next Meeting Dates**

The next meeting will be held by the new Committee in the new year.

On motion by Councillors Barfoot and Paterson, the meeting adjourned at 11:18 AM.

Dwight Burley, Chair
The CAO Performance Evaluation Committee met on the above date at the County Administration Building with the following members in attendance:

Present: Chair Stewart Halliday; Councillors Alan Barfoot, Sue Paterson, Kevin Eccles and Anna Marie Fosbrooke

Staff
Present: CAO Kim Wingrove, Penny Colton-Recording Secretary

Call to Order
Chair Halliday called the meeting to order at 10:00 a.m.

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

Previous Minutes
CAO Performance Evaluation Committee minutes dated October 25, 2018
The minutes were provided for information purposes.

CAO Performance Evaluation Committee closed minutes dated October 25, 2018
The minutes were provided for information purposes.

Business Arising
There was no business arising.
2019 CAO Goals and Objectives Setting

Ms. Wingrove reviewed in detail the draft 2019 goals and objectives that was produced as a result from comments on her Performance Evaluation. The committee has requested the CAO to provide quarterly updates back to council on the goals and objectives, and the strategic plan.

Kim Wingrove left the meeting at this point.

CPE-08-18 Moved by: Councillor Barfoot        Seconded by: Councillor Paterson

That a revised 2019 Goals and Objectives document be provided to County Council on November 22, 2018.

Carried

Closed Meeting Matters

CPE-09-18 Moved by: Councillor Eccles        Seconded by: Councillor Barfoot

That Grey County Council does now move into closed session to discuss:

i. Personal matters about an identifiable individual, including municipal or local board employees; and
That the following staff remain in attendance: Penny Colton.

Carried.

Council proceeded into closed session at 12:11 p.m.

Council returned to open session at 12:52 p.m.

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

CPE-10-18 Moved by: Councillor Barfoot        Seconded by: Councillor Fosbrooke

THAT Warden Halliday be directed to provide the amended addendum contract and performance evaluation to the CAO for review.

Carried.
Other Business

There was no other business

Next Meeting Date

This is the final meeting for the 2015-2018 term of County Council.

On motion of Councillor Eccles, the meeting adjourned at 1:01 p.m. to the call of the Chair.

Stewart Halliday, Chair
### 2019 CAO Goals and Objectives Setting

<table>
<thead>
<tr>
<th>Competency</th>
<th>2019 Activities and Commitments</th>
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| 1. Staff development and performance  
- Staff training budgets  
- Harvard program  
- Health and Safety, Wellness programs  
- Accountability and leadership | • Propose competency based evaluation for senior managers/direct reports, discuss with Council.  
• Complete succession plans for each department  
• Continue to complete annual evaluations for all direct reports  
• Centralize the training budgets, tie to skills and competency requirements, report on utilization and achievements  
• HR operational review to be completed 2019. Report to Council with recommendations  
• Consider reallocating resource to training and development manager position once Sienna conversion complete  
• Implement recommendations for staff achievement awards program  
• Implement phase 2 of Harvard program with HMM Spark |
| 2. Achieving Common Goals | • Propose creation of task force to examine next steps for quarry property  
• Work with incoming Council on updating the strategic and annual operational plan during Q1 2019  
• Develop collective impact approach with stakeholders/contributors on key initiatives e.g. environmental health with GB Health Unit, GSCA, transportation and attainable housing |
| 3. Service delivery management | • Agendas – will see if a link to the executive summary could “pop up” if you hover over an item in the electronic agenda.  
• Service reviews to support continuous improvement – requires further analysis.  
• Council communication – review opportunities to enhance e-blast content, include social media postings, project starts and wind ups. |
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<th>Functional and operational expertise and planning</th>
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| 4. | - Continue to support all departments to take full responsibility for their financial decisions i.e. budgeting, forecasting, variance reporting and communicate with CAO and Treasurer in a timely manner.  
   - Bring best practices and innovations to the SMT table for consideration and follow up |

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<tr>
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<th>Strategic leadership/Innovation</th>
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<td>5.</td>
<td>- Identify specific areas to target as part of the 2019 strategic plan refresh with Council.</td>
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<th>Champion democracy and citizen engagement</th>
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| 6. | - Include focused citizen/stakeholder engagement as part of the 2019 strategic plan refresh.  
   - Continue to improve stakeholder identification and analysis skills in each department. Determine best practices for engagement. |

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<th>Foster a culture that values diversity and differences between individuals</th>
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| 7. | - Continue to actively seek out alternative points of view and ways of approaching challenges.  
   - Participate fully in CAMA and OMAA  
   - Board member and Executive Committee member Grey-Bruce CMHA for 3 year term 2018-2021 |

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<th>Strategic planning</th>
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<td>8.</td>
<td>- Include updates from WOWC and GLSC on Council agenda and provide reports as necessary.</td>
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<th>Advocacy and communication</th>
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<td>9.</td>
<td>- Continued commitment</td>
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<th>Presentation Skills and Media Relations</th>
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<tr>
<td>10.</td>
<td>- Challenging area for me, especially when time is short. Will continue to take additional training and work with Communications department to strengthen skills and presentation materials</td>
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<td>12.</td>
<td>- Continued commitment</td>
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Corporation of the County of Grey
By-Law 5035-18

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

WHEREAS Section 296 of the Municipal Act, as amended requires every council of a municipality to appoint an auditor to act as Municipal Auditor for the municipality;

AND WHEREAS it is necessary and expedient to appoint County auditors to act on behalf of the Corporation of the County of Grey;

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

1. That the firm of BDO Canada LLP Chartered Accountants, Owen Sound branch, be hereby appointed as Auditors for the Corporation of the County of Grey for the period of one year for the 2018 audit year.

2. That the firm of BDO Canada LLP Chartered Accountants shall act as Auditors for the Corporation of the County of Grey at the pleasure of Council and in accordance with Section 296 and 297 of the Municipal Act, 2001, as amended.

3. The said Auditors shall be paid on a fee for service basis.

4. This By-law shall come into force and take effect on the date of final passing thereof.

ENACTED AND PASSED this 22nd day of November, 2018.

________________________________________  ______________________________________
WARDEN: Stewart Halliday                           CLERK: Heather Morrison
Corporation of the County of Grey
By-Law 5036-18

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

WHEREAS the Council of the County of Grey adopted the recommendations of the Committee of the Whole at its November 8, 2018 meeting regarding not providing winter maintenance on bicycle lanes on Grey County roadways and;

AND WHEREAS Section 35 of the Municipal Act, 2001, as amended, allows a municipality to pass a by-law restricting the common law right of passage by the public over a highway;

AND WHEREAS the Council of the County of Grey accordingly desires to prohibit the use of certain bicycle lanes during the 2018/2019 winter season;

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

1. Definitions:

1.1 “Bicycle Lane” has the meaning given to it Ontario Regulation 239/02 – Minimum Maintenance Standards for Municipal Highways, such regulation being made under the authority of the Municipal Act, 2001.

2. The common law right of passage over each of the following highways is restricted until April 15, 2019 by fully and completely removing such right of passage over the following:

2.1 any Bicycle Lane along Grey Road 1 from the intersection at East Linton Sideroad West north to the intersection of Kemble Rock Road;

2.2 any Bicycle Lane along Grey Road 1 from 300 metres east of the intersection at Skinner’s Bluff to the westerly boundary of Grey County; and

2.3 any Bicycle Lane along Grey Road 19 from the intersection of Grey Road 119 to the intersection of Highway 26.

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

ENACTED AND PASSED this 22nd day of November, 2018.

__________________________________________  ____________________________________________
WARDEN: Stewart Halliday                             CLERK: Heather Morrison
Corporation of the County of Grey
By-Law 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

WHEREAS the Council of the County of Grey adopted the recommendations of the Committee of the Whole at its November 8, 2018 meeting authorizing the disposition of Part of Park Lot 8 North Side of Chester Street West Plan 500 Durham as in GS38555 except R443637, Town of Durham, Municipality of West Grey, County of Grey, to 1993934 Ontario Inc. (Kevin and Jason Tremble) for the purpose of the development of affordable housing;

AND WHEREAS Council acknowledges that Section 1 of By-law 5029-18, being the Lame Duck By-law authorizes the Chief Administrative Officer to take action on matters listed in Section 275 (3) of the Municipal Act, 2001 between Nomination Day and the commencement of the Council Term;

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. That the Warden and Clerk are hereby authorized and directed to execute all documents necessary to complete the acquisition, and the Clerk to affix the Corporate seal to the Agreement of Purchase and Sale between 1993934 Ontario Inc. (Kevin and Jason Tremble) and The Corporation of the County of Grey (the “Agreement”) as approved by the Chief Administrative Officer, for land described in Schedule ‘A’ attached hereto.

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

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

ENACTED AND PASSED this 22nd day of November, 2018.

___________________________
WARDEN: Stewart Halliday

___________________________
CLERK: Heather Morrison
Schedule ‘A’ to By-law 5037-18

Part of Park Lot 8 North Side of Chester Street West Plan 500 Durham as in GS38555 except R443637

(The Corporation of the County of Grey to 1993934 Ontario Inc. (Kevin and Jason Tremble))
(This map is for illustrative purposes only—it does not constitute a plan of survey nor set out a legal description of the subject land)
AGREEMENT OF PURCHASE AND SALE

THIS AGREEMENT made this _______ day of _________________________, 20____

BETWEEN:

The Corporation of the County of Grey
(hereinafter called the “Seller”)

And

1993934 Ontario Inc.
(hereinafter called the “Purchaser”)

WHEREAS the County owns a parcel of land situated in the Geographic Township of Bentinck, Municipality of West Grey, in the County of Grey (hereinafter called “the Property”);

AND WHEREAS County Council declared the Property surplus as approved by resolution CW98-18;

AND WHEREAS County Council approved By-law 5037-18 on November 22, 2018 being a bylaw to dispose of the Property for the development of affordable housing;

AND WHEREAS the Property has an MPAC appraised value of $65,000.00;

NOW THEREFORE in consideration of the mutual terms and covenants hereinafter set out and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

1.0 Definitions

In this Agreement:

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

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

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

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

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

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

1.7 “Property” means the property legally described as: Part of Park Lot 8 North Side of Chester Street West Plan 500 Durham as in GS38555 Except R443637; Bentinck, Municipality of West Grey, County of Grey.

1.8 “Purchase Price” means the total amount as set out in Section 2.1, in addition to HST, if applicable.

1.9 “Purchaser” means 1993934 Ontario Inc.
1.10 “Sale Approval” means the necessary internal approvals from The Corporation of the County of Grey required to dispose of the Property.

1.11 “Seller” means The Corporation of the County of Grey.

2.0 Purchase Price

2.1 The Seller agrees to transfer the Property to the Purchaser and the Purchaser agrees to accept the Property from the Seller for the Purchase Price of TWO DOLLARS ($2.00) Canadian plus the cost of all of the Seller’s legal costs associated with this transfer, the amount of which will be provided to the Purchaser prior to closing, which shall be paid by the Purchaser to the Seller for the Property, in addition to HST, if applicable, on Closing.

2.2 The Purchaser submits upon acceptance a ONE DOLLAR ($1.00) deposit receipt and sufficiency of which is hereby acknowledged.

2.3 The balance of the Purchase Price shall be paid prior to 4:00 p.m. on the Closing Date, by the Purchaser to the Seller, by way of certified cheque or bank draft made payable to the Seller’s solicitor or as they may direct.

3.0 Irrevocable Date

3.1 This offer shall be irrevocable by the Purchaser until 4:00 p.m. on the 30th day of November, 2018, after which time, if not accepted by the Seller, this offer shall be null and void and the deposit shall be returned to the Purchaser in full without interest.

4.0 HST

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

4.2 The Purchaser acknowledges that the Seller will not supply any warranty, statutory declaration or certificate with respect to the Property’s status or as to whether this transaction is an exempt supply in accordance with the provisions of the Excise Tax Act.

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

5.0 Closing Date

5.1 The closing of this transaction shall occur by December 31, 2018 or such earlier date as agreed to in writing between the parties.

6.0 Purchasers Indemnity

6.1 The Purchaser acknowledges and agrees that:

   a) It has satisfied itself with respect to the applicable land use regulations and agrees to purchase the Property subject to such existing zoning and other land use policies and regulations.

   b) It shall not call for the production of any title deed, abstract, survey or other evidence of title to the Property, except those that are in the possession or control of the Seller.
c) It is acquiring the Property in an “As Is Where Is” basis, including improvements, structures, trees and shrubs.

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

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

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

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

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

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

7.1 (This section has been intentionally deleted)

8.0 Sellers Conditions

8.1 The obligation of the Seller to complete the Transaction is conditional upon fulfilment of each of the following conditions on or before the Closing Date or any earlier date or time specified in this Agreement:

a) This Agreement is conditional upon the Purchaser entering into a Contribution Agreement through the Investment in Affordable Housing Program Rental Build Program with the Seller, in a form reasonably satisfactory to the Seller, on or before the 14th day of December, 2018.

8.2 Unless the Seller gives notice in writing delivered to the Purchaser personally or in accordance with any other provisions for the delivery of notice in this Agreement by the 14th day of December, 2018, that this condition is fulfilled, this Agreement shall be null and void and the deposit shall be returned to the Purchaser in full without deduction.

8.3 These conditions are included for the benefit of the Seller and may be waived at the Sellers sole option by notice in writing to the Purchaser or its solicitor.

9.0 Risk

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

10.0 Warranties, Representation and Covenants

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

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

b) Existing by-law(s);

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

d) Any encroachment or location of existing fencing which differs somewhat from the property lines as surveyed; and

e) Any existing environmental conditions or contamination to the site.

10.2 The Seller warrants and represents to the Purchaser that the Seller is not a non-resident of Canada within the meaning and intended purpose of Section 116 of the Income Tax Act, R.S.C. 1985, c.1.

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

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

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

10.6 The Purchaser shall not assign or register this Agreement, or any assignment of this Agreement, or any part of either, or register a caution in relation thereto, on the title to the Property.

11.0 Preparation of Transfer/Deed Documents and Fees/Costs

11.1 The Transfer/Deed of the Land will be prepared by the Seller, except for the Affidavit of Residence and Value of the Consideration (“Land Transfer Tax Affidavit”), which will be prepared by the Purchaser. The Purchaser acknowledges that the Seller will not be signing the Planning Act statements in the Transfer/Deed of Land.

11.2 The Purchaser shall pay its own legal costs and registration costs. The Purchaser shall be responsible for the payment of Land Transfer Tax and registration fees and any other taxes and fees payable in connection with the registration of the transfer/deed of the Property.

12.0 Electronic Registration

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

a) not occur at the same time as the registration of the transfer/deed (and any other documents intended to be registered in connection with the completion of this Transaction); and

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

13.0 Closing Deliverables

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

a) Vacant possession of the Property;

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

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

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

f) 

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

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

b) Direction regarding title, if necessary;

c) Undertaking to re-adjust the statement of adjustments, if necessary, upon written demand following closing.

d) HST Declaration and Indemnity, as contemplated in Section 4.3, if applicable;

e) Purchaser’s Indemnification in accordance with Section 6.3 of this Agreement;

f) Any documentation required by the Seller pursuant to the proposal made to the Seller by the Purchaser dated the 26th day of September, 2018 (the “Proposal”) in response to RFP-HOU-17-18 issued by the Seller on the 5th day of September, 2018 (the “Project Documentation”), including but not limited to an option to purchase agreement in favour of the Seller exercisable within 24 months following the Closing Date granting the Seller the option to repurchase the Property free and clear of all encumbrances for the same Purchase Price in the event that the Purchaser has not complied with the terms of the Proposal or any of the Project Documentation; and

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

14.0 Time

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

15.0 Notice

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

For the Purchaser:

1993934 Ontario Inc.
323108 Durham Road West
Durham, ON N0H 1R0

And to the Purchasers Solicitor at:
For the Seller:

The Corporation of the County of Grey
595 9th Avenue East
Owen Sound, ON N4K 3E3
Attention: Lacey Thompson, Land Acquisition Specialist
Telephone Number: 519-372-0219 ext. 1390
Email: lacey.thompson@grey.ca

And to the Sellers Solicitor at:

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

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

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

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

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

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

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

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

21.0 No Waiver

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

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

22.0 Dispute Resolution

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

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

23.0 Non-Merger

23.1 The Purchaser and Seller agree that all representations and warranties made by the Purchaser herein and in their proposal made to the Seller dated the 26th day of September, 2018 in response to RFP-HOU-17-18 issued by the Seller on the 5th day of September, 2018 shall not merge on the closing of this transaction and shall continue thereafter. On closing, the Purchaser shall in writing and in a form acceptable to the Seller, provide a Certificate respecting the contents of this paragraph to the Seller.

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

The Corporation of the County of Grey

______________________________________
Stewart Halliday, WARDEN

______________________________________
Heather Morrison, CLERK

We have authority to bind the Corporation
1993934 Ontario Inc.

________________________________________
Print Name: 
Title: 

________________________________________
Print Name: 
Title: 

We have authority to bind the Corporation
SCHEDULE “A”

LEGAL DESCRIPTION OF LANDS

Part of Park Lot 8 North Side of Chester Street West Plan 500 Durham as in GS38555 except R443637; Geographic Township of Bentinck, Municipality of West Grey, County of Grey

Roll No.: 42 05 260 001 05901 0000

PIN No.: 37318-0094
Corporation of the County of Grey
By-Law 5038-18

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

WHEREAS Section 5 of the Municipal Act, 2001, as amended, states that the powers of a Municipal Corporation shall be exercised by its Council;

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

AND WHEREAS it is deemed expedient that the proceedings of the Council of the Corporation of the County of Grey from November 23, 2017 to date, be confirmed by by-law;

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

1. The actions of the Council of the Corporation of the County of Grey at its meetings held from November 23, 2017 to date, in respect to each recommendation contained in the Reports to Committee of the Whole, and each motion and resolution passed and any other actions taken by Council at these meetings are hereby adopted and confirmed as if such proceedings were expressly embodied in this By-law.

2. The Warden and proper officials of the Corporation of the County of Grey are hereby authorized and directed to do all things necessary to give effect to the action of the Council of the Corporation of the County of Grey referred to in the preceding section thereof.

3. The Warden and Clerk are authorized and directed to execute all documents necessary in that behalf and to affix the Seal of the Corporation of the County of Grey thereto.

ENACTED AND PASSED this 22nd day of November, 2018.

WARDEN: Stewart Halliday

CLERK: Heather Morrison