1. Call to Order
2. O Canada
3. Swearing in of Councillor Carol Lawrence – Alternate Member for West Grey
4. Roll Call
5. Declaration of Pecuniary Interest
6. Adoption of Minutes
   a. County Council and Committee of the Whole minutes dated February 22, 2018
      That the minutes of the County Council meeting and Committee of the Whole meeting dated February 22, 2018 and the resolutions contained therein, be adopted as presented.
   b. CAO Performance Evaluation Committee minutes dated February 22, 2018
      That the CAO Performance Evaluation Committee minutes dated February 22, 2018 be adopted as presented.
7. Reports
   a. Board of Health Report dated February 2018 and the Board of Health minutes dated January 26, 2018
      That the Board Report dated February 2018 and the Board of Health minutes dated January 26, 2018 be received for information.
8. By-laws
   5007-18 A By-law to Amend By-law 4995-17 Authorizing the Warden and Clerk to Execute an Ontario Transfer Payment Amending Agreement Between the Corporation of the County of Grey and the Ministry of Education for the 2018-2019 Ontario Early Years Child and Family Services
   5008-18 A By-law to Authorize to Execution of an Agreement Between the Corporation of the County of Grey and Her Majesty the Queen in
Right of the Province of Ontario as Represented by the Ministry of Transportation for the Ontario Municipal Commuter Cycling Program

9. Recognition of Savanna Myers as Young Professional Influencer of the Year
10. Good News and Celebrations
11. 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 Deputy 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 Deputy Clerk with all members present except Councillor Norm Jack. Councillor John Woodbury was also in attendance on behalf of Councillor Jack.

Kim Wingrove, Chief Administrative Officer; Heather Morrison Deputy Clerk/Records Manager and Tara Warder, Committee Coordinator were also in attendance.

The following staff members were in attendance:

Kevin Weppler, Director of Finance; Lynne Johnson, Director of Long Term Care; Barbara Fedy, Director of Social Services; Grant McLevy, Director of Human Resources; Pat Hoy, Director of Transportation Services; Randy Scherzer, Director of Planning and Development and Kevin McNa, Director of Paramedic Services; Aaron Whitney, Technical Supervisor was also in attendance

Declaration of Pecuniary Interest

There were no disclosures of pecuniary interest.

Adoption of Minutes

CC27-18 Moved by: Councillor Greenfield Seconded by: Councillor Ardiel

That the minutes of the County Council meeting and Committee of the Whole meeting dated February 8, 2018 and the resolutions contained therein be adopted as amended, by including the discussion on farm tax rates under “Other Business”.

Carried

CC28-18 Moved by: Councillor Bell Seconded by: Councillor Burley

That the minutes of the Committee of Management meeting dated February 13, 2018 be adopted as presented; and
That the following resolutions contained therein be endorsed:

1. That report LTCR-CM-08-18 regarding changes to the 2016/19 Long-Term Care Home Service Accountability Agreement be received; and

   That the 2018/19 revised Long-Term Care Home Service Accountability Agreement be signed by the Warden and Clerk and returned to the Local Health Integration Network by March 5, 2018.

2. That Report LTCR-CM-09-18 regarding the Case Mix Index be received for information.

   Carried

By-Laws

CC29-18  Moved by: Councillor Eccles     Seconded by: Councillor Barfoot

That By-Law 5006-18 be introduced and that it 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.

5006-18  A By-law to Adopt Amendment No. 140 to the County of Grey Official Plan affecting lands described as Part Lot 23, Concession 19 (geographic Township of Keppel), Township of Georgian Bluffs

   Carried

Good News and Celebrations

Council was apprised of good news and celebrations occurring within the County.

- Grey County's Official Plan review includes a number of public meetings. Members acknowledged and thanked the Planning Department for its work on arranging the meetings. Further, it has been beneficial for the agricultural community to be involved in the meetings as well.

- Council members are encouraged to spread the word about the transportation pilot from Owen Sound to Shelburne.

Adjournment
On motion by Councillors Pringle and Bell, Council adjourned at 10:05 AM to the call of the Warden.

__________________________________________  ____________________________________________
Stewart Halliday, Warden                    Heather Morrison, Deputy Clerk
Grey County Council met on the above date at 10:12 AM at the County Administration Building. Warden Stewart Halliday assumed the Chair and called the meeting to order with all members present except Councillors Norm Jack and Paul McQueen. Councillor John Woodbury was also in attendance on behalf of Councillor Jack.

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

Delegations

Tony Yu, Lough Barnes Consulting – Ministry of Transportation
Community Transportation Grant

Tony Yu addressed Council on the Ministry of Transportation Community Transportation Grant opportunity.

It was noted that there is a need to provide transportation for training and educational opportunities, employment, health services and retail. Further, seniors, those living in poverty, youth and persons with disabilities need transportation for these services the most.

Mr. Yu noted that a coordinated transportation system is being recommended, as it attempts to maximize the operating efficiencies to serve as many people as possible within the community.

Mr. Yu then provided background information on the Community Transportation Pilot, noting that Grey County submitted an application for and received pilot funding from the Ministry of Transportation. The current transit pilot from Shelburne to Owen Sound is a direct result of this funding.

Mr. Yu spoke to the barriers to community well-being, including disconnects between housing and transportation. There is no suitable transportation option for those who cannot afford their own vehicles, and affordable housing tends to be on the outskirts of the population centres. There is a need for cross border connections.

Mr. Yu then elaborated on the funding stream options. There are two streams of funding, being the Local Community Transportation stream and the Long Distance Scheduled Transportation stream. Mr. Yu outlined the requirements of each as well as the funding levels. It is recommended that the County pursue both streams.
The proposed routes were then outlined for long distance transportation. One is proposed to run from Owen Sound to Blue Mountain Resort along Highway 26 and the second one is from Owen Sound to Shelburne and expands upon the current pilot along Highway 10.

A proposed budget was then outlined.

There are also two recommended local solutions which provide coverage in the Georgian Bluffs area and Hanover/West Grey areas.

A self-booking portal is recommended as well and will improve service levels.

Questions were addressed regarding future routes south of Shelburne, involvement of other municipalities, affordability of the transit system, proposed scheduling and timing, and partnerships with other communities.

The Ministry has flagged areas around the Province that are in need of transportation and Grey County is one of these communities.

Staff noted that the City of Owen Sound has asked for support from Grey County for its application to provide transit from Owen Sound to Guelph.

**Pat Hoy, Director of Transportation Services – 2017 Construction Year in Review**

Pat Hoy provided a review of construction projects from 2017.

Mr. Hoy noted that Grey County has begun including civic addressing for all its structures for emergency purposes.

Another new initiative is implementing pre-painting meetings which will begin prior to line painting in order to reduce errors.

Staff addressed questions regarding culvert lining and load limits.

Councillor McQueen then entered the meeting.

**Determination of Items Requiring Separate Discussion**

There were no items removed from the Consent Agenda.

Councillor Ardiel then left the meeting.

**Consent Agenda**

*CW60-18* Moved by: Councillor Fosbrooke Seconded by: Councillor Greenfield

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 resolution from the Township of Southgate regarding the Saugeen Valley Conservation Authority Memorandum of Understanding be received for information.

2. That the Building Task Force Committee minutes dated February 8, 2018 be adopted as presented; and

That the following recommendation contained therein be endorsed:

That Report HDR-BTF-02-18 regarding an update on the county Administration Building addition and renovation be received.

Carried

Items for Direction and Discussion

SSR-CW-06-18 Ministry of Transportation Community Transportation Grant Program

Councillor Ardiel then reentered the meeting.

Main Motion

Moved by: Councillor Burley  Seconded by: Councillor Bell

That SSR-CW-06-18 regarding the Ministry of Transportation Community Transportation Grant Program – Municipal Stream be received, and;

That Grey County Council support the submission of an application for funding as outlined in this report.

Amendment

CW61-18  Moved by: Councillor Clumpus  Seconded by: Councillor Pringle

That the motion be amended to include that the County of Grey send a letter of support to the City of Owen Sound for the concept of a daily bus transit from Owen Sound to Guelph.

Carried

Main Motion as Amended

CW62-18  Moved by: Councillor Burley  Seconded by: Councillor Bell

That SSR-CW-06-18 regarding the Ministry of Transportation Community Transportation Grant Program – Municipal Stream be received, and;

That Grey County Council support the submission of an application for funding as outlined in this report; and
That the County of Grey send a letter of support to the City of Owen Sound for the concept of a daily bus transit from Owen Sound to Guelph.

Carried

SSR-CW-03-18 Community Based Early Years and Child Care Capital Program Funding Submission

CW63-18 Moved by: Councillor Ardiel Seconded by: Councillor Wright

That SSR-CW-03-18 regarding the community based early years and child care capital program funding submission be received for information.

Carried

SSR-CW-04-18 Approval of 2018-2019 Ontario Early Years Child and Family Services Amending Agreement

CW64-18 Moved by: Councillor Clumpus Seconded by: Councillor Bell

That SSR-CW-04-18 be received and that a By-law be prepared authorizing the Warden and Clerk to execute the 2018-2019 Ontario Early Years Child and Family Service Amending Agreement (No. 1) with the Ministry of Education.

Carried

FR-CW-09-18 2017 Year-End Transfers

CW65-18 Moved by: Councillor Barfoot Seconded by: Councillor Paterson

That Council receive Report FR-CW-09-18 titled 2017 Year-End Transfers and approve the recommendations as contained and estimated in Report FR-CW-09-18, regarding transfers to and from Reserve; and

That Council approve the carryover of funding for those self-financed debentured and provincially funded projects listed in Report FR-CW-09-18; and

That Council approve any insurance deductibles to be expensed in 2017 to be funded from the insurance deductibles reserve; and

That Council approve that any surplus/deficit arising in the 2017 budget be transferred to/(from) the respective departmental reserves.

Carried
TR-CW-10-18 Transportation Services Equipment Budget Changes

CW66-18 Moved by: Councillor McKean Seconded by: Councillor Burley

That Report TR-CW-10-18 be received and the recommended revisions to the 2018 Transportation Services Equipment Capital budget be approved; and

That staff are authorized to proceed to tender the 2018 Equipment Purchases as revised.

Carried

TR-CW-11-18 Ontario Municipal Commuter Cycling Program

CW67-18 Moved by: Councillor Barfoot Seconded by: Councillor Greenfield

That Report TR-CW-11-18 be received; and

That a by-law be brought forward for Council’s consideration authorizing the Warden and Clerk to execute the Transfer Payment Agreement with the Ministry of Transportation for the Ontario Municipal Commuter Cycling Program (OMCC).

Carried

Committee recessed, then reconvened.

CCR-CW-04-18 Election Protocol Policy

CW68-18 Moved by: Councillor Burley Seconded by: Councillor Hicks


Carried

PDR-CW-09-18 Centre Point South Information Report – Municipality of Grey Highlands

CW69-18 Moved by: Councillor McQueen Seconded by: Councillor Mackey

That Report PDR-CW-09-18 regarding an overview of proposed application 42T-2017-06, to establish a plan of subdivision consisting of three hundred and ninety-three (393) lots on lands described as Part of Lot 102, Concession 1, (geographic village of Markdale) in the Municipality of Grey Highlands, be received for information.

Carried
PDR-CW-10-18 Louise Street Townhouses Subdivision
Information Report – Town of the Blue Mountains

Moved by: Councillor Ardiel          Seconded by: Councillor McKean

That Report PDR-CW-10-18 regarding an overview of proposed application 42T-2018-03, to establish a plan of subdivision consisting of a total of six (6) blocks with three (3) of the proposed blocks containing a total of twenty three (23) townhouses on lands described as Part of Park Lot 10, 16R-1213 (geographic Town of Thornbury) in the Town of The Blue Mountains, be received for information.

Carried

PDR-CW-11-18 Affordable Housing Student Report

Moved by: Councillor Barfoot          Seconded by: Councillor Paterson

That Report PDR-CW-11-18 regarding the University of Guelph student project on Affordable Housing in Grey County be received for information.

Carried

Ontario Municipal Board Appeals File List

Moved by: Councillor Fosbrooke        Seconded by: Councillor Eccles

That the Ontario Municipal Board Appeals File list be received for information.

Carried

Other Business

Clarification and updates from the most recent Ontario Federation of Agriculture meeting were requested.

Councillor McQueen as the Ontario Federation of Agriculture representative noted that he raised the concern at the meeting that comments made at the January 25, 2018 meeting regarding examining the farm tax rate were possibly misinterpreted. Committee of the Whole noted that further analysis and information on the farm tax rate will be coming forward in March or April.

The Ontario Federation of Agriculture minutes will be coming forward and Councillor McQueen can forward these on once approved.

Kevin Weppler noted that a meeting will be occurring with the local treasurers this week regarding tax policy and a report will be brought forward in March on the matter.

Councillor Ardiel the left the meeting.
Notice of Motion

There were no notices of motion.

Adjournment

On motion of Councillors Burley and Bell, Committee of the Whole adjourned at 1:56 PM to the call of the Chair.

________________________________________________________________________

Stewart Halliday, Warden                                      Heather Morrison, Deputy Clerk
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: Kim Wingrove, Chief Administrative Officer and Penny Colton, Recording Secretary

Call to Order

Chair Halliday called the meeting to order at 8:42 am.

Declaration of Pecuniary Interest

There were no declarations of pecuniary interest.

Previous Minutes

CAO Performance Evaluation Committee minutes dated January 11, 2018

The minutes were reviewed.

CPE-02-18 Moved by: Councillor Patterson Seconded by: Councillor Barfoot

THAT the minutes of the CAO Performance Evaluation Committee dated January 11, 2018 be accepted for information purposes as endorsed by County Council on January 25, 2018.

Carried.
Business Arising

*Delegation of Duties By-law*

Mrs. Wingrove provided By-Law 4908-15, Grey CAO appointment, and delegation of duties by-law samples from the City of Owen Sound and the City of Guelph for review and discussion regarding cross referencing and alignment between the two bylaws.

A request was made to have the delegation by-law included in the new councilor orientation package in order that there is a clear understanding of accountability for council and staff.

*Senior Management Compensation Review*

Mrs. Wingrove provided an overview of the Senior Management Team compensation review process; including contacting Grey County’s 18 comparator municipalities to review director compensation and CAO cost of living allowance. It is anticipated the information will be available in April, preliminary discussion will be held regarding models and policies related to senior management team compensation. A summary will be provided to council for review and recommendation.

There was further discussion regarding the 2018 Cost of Living Allowance for the Chief Administrative Officer.

CPE-03-18  Moved by: Councillor Barfoot  Seconded by: Councillor Fosbrooke

_That the CAO Performance Evaluation Committee recommends that County Council approve the Cost of Living Allowance increase for the Chief Administrative Officers as established for non-union staff in 2018._

Carried.

*Review 2018 Grey County Update Presentation*

This was provided for information. A request to include links to the County’s Strategic, Operating Plans and any other pertinent documents was made.

*2018 Goals and Objectives*

Mrs. Wingrove reviewed the highlights of the CAO goals and objectives for 2018. Discussion included acknowledging alignment of goals with provincial plans.
Other Business

Next Meeting Dates
A request was made to ensure additional time is planned for the meetings.
On motion of Chair Halliday, the meeting adjourned at 9:24 AM to the call of the Chair.

Stewart Halliday, Chair
BOARD REPORT

Friday February 23, 2018
ACCREDITATION

Features

- May be based on a Continuous Quality Improvement (CQI) model in which organizations assess themselves against the accreditation standard to identify their strengths and areas for improvement (Accreditation Canada) or principal-driven, criteria-based (Excellence Canada)
- May involve self-review and site visits
- May be integrated with an organization’s existing quality improvement program
- May have a progressive approach (e.g., primer --> full accreditation)
- Example standards: developing policy, delivering public health services, achieving positive public health outcomes

In Ontario, accreditation of Public Health Units is not mandatory

- About one-third were accredited through the Ontario Council of Community Health Accreditation (OCCHA) when it folded
- Also Accreditation Canada, Excellence Canada
- Other external accreditation processes (e.g., Baby-Friendly Initiative)
- LHINs: accreditation is not mandatory, but increasingly recognized as a strategy for strengthening accountability
- Hospitals: must develop & publicly post an annual Quality Improvement Plan (Excellent Care for All Act, 2010)
- CHCs: must be accredited
- CCACs: voluntary process, but all 14 in Ontario are accredited
- 2003: Auditor General recommended that OMHLTC explore use of accreditation results within the accountability framework
- 2006: Capacity Review Committee recommended mandatory accreditation as a key component of the PM framework
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<th>Pros and Cons of Accreditation for Public Health</th>
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<tr>
<td><strong>Pros</strong></td>
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<tr>
<td>• Promotes continuous quality</td>
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<td>• Improvement</td>
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<td>• Standardization of organizational and</td>
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<td>governance practices in line with best</td>
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<td>practices</td>
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<td>• Provides support in meeting the Organizational Standards</td>
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<td>• Improves public trust in and visibility of</td>
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<td>• Consistency with other parts of the health</td>
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**SUMMARY REPORT OF ACCREDITATION WITHDRAWAL**

- On August 16, 2016, Maureen Handley, Director of Accountability and Chief Nursing Officer sent a letter to Julie Langlois of Accreditation Canada to request a “Survey Postponement” from September 2017 to March 2018. The request was made under the survey postponement criteria #6 – “a major local re-organization of health services”. The letter explained that the circumstances were related to significant structural changes within the organization that began with a new funding formula.
- On August 25, 2016, Accreditation Canada replied in a letter to Dr. Kennedy that the request for a postponement had been reviewed by the Accreditation Decision Committee and they were unable to grant a postponement of our survey with an extension of our accreditation status. (It was subsequently explained by email on February 5, 2018, that the reason we did not qualify for a postponement was that “major reorganization” means a merger of organizations.) In accordance with their re-scheduling of a planned re-survey policy we had two options available:
  1. Continue to prepare and go ahead with survey that was scheduled to take place in September of 2017; or
  2. Cancel our 2017 survey, in which case our accreditation status would expire at the end of September 2017. Our organization would remain in the program as a not accredited client. A new date for an accreditation survey would be determined in consultation with Accreditation Canada and based upon surveyor availability.
- On September 12, 2016, Maureen emailed Accreditation Canada to inform them of our decision to withdraw from the program.
• On September 19, 2016, Accreditation Canada replied to Maureen with a letter acknowledging our withdrawal from the program.

• In an email communication on Monday, February 5, 2018, it was explained by Accreditation Canada that if we choose to re-enter the program we could start where we left off. We would not need to start with the Primer. We would need to apply to be a client again and it should not be difficult since we are in their system. Once we had an on-site visit we would be accredited.

Dr. Hazel Lynn
Immunization Services for Priority Populations

The Grey Bruce Health Unit offers immunization services for priority populations within our region in accordance with the Ontario Public Health Standards. Immunization clinics are held in both Owen Sound and Walkerton for clients without regular access to a health care provider. Clients attending the clinics receive immunizations for a variety of reasons: infants without a health care provider needing to start an immunization series, new Canadians updating their immunizations for employment and students requiring immunizations for school.

In 2017, 725 clients accessed immunization clinics in Owen Sound and Walkerton – see chart for monthly attendance.

In 2018, Public Health will continue to offer these important immunization services to clients, in compliance with the Ontario Public Health Standards and aligning with the Patient’s First direction from the Ministry of Health and Long-Term Care.
Vector-Borne Disease Surveillance
Grey Bruce Health Unit operates a vector-borne disease management strategy in accordance with the requirements of the Ontario Public Health Standards. The strategy is flexible and adapts to changing local vector-borne disease risks (Lyme disease and West Nile virus) and emerging risks such as eastern equine encephalitis virus (EEEV).

Lyme disease
Lyme disease is a bacterial infection transmitted through the bite of an infected tick. Symptoms may include fever, headache, muscle and joint pain, fatigue and an expanding red rash. If untreated, infection can lead to serious chronic adverse health outcomes.

Lyme disease activity is currently tracked through tick surveillance and by monitoring the incidence of reported human cases. GBHU’s tick surveillance program is unique in that ticks are recovered from animal patients of sentinel veterinary sites throughout Grey Bruce in addition to those derived from humans. This has greatly increased the number of ticks collected and improved the accuracy of the program. All ticks collected are identified by species (the Black-legged Tick is the carrier of Lyme disease in Ontario). Black-legged ticks from humans are tested by the provincial public health laboratory for Borrelia burgdorferi, the bacteria that causes Lyme disease.

Summary of 2017 tick surveillance:
- 73% (n=138) of ticks from Sentinel Veterinary Clinics were Black-legged
- 40% (n=40) of ticks from humans were Black-legged
- One Black-legged tick from a human submission was positive for Borrelia burgdorferi, but it was later determined the tick had been found on a dog.

Three human cases of Lyme disease were identified in Grey Bruce in 2017, but none were the result of local exposure to ticks.

Passive surveillance activities will continue in 2018. In addition, active surveillance in the form of tick dragging will be carried out in selected areas. While passive surveillance identifies the presence of Black-legged ticks in a specific locale, it cannot determine whether these ticks are incidentals that have dropped from migratory birds or whether they represent an active breeding population. Tick dragging attempts to establish the ongoing presence of ticks at various times of the year which would confirm the existence of a breeding population.

Consultation was undertaken with PHO with regard to expanding bacterial testing of ticks to include those from sentinel veterinary clinics. As the provincial laboratory does not test ticks from a non-human host, this service would have to be contracted from a private lab, at cost. Noting the current level of bacterial monitoring of human-derived ticks is adequate, it was felt that the cost to expand testing could not be justified. It was agreed that any knowledge gained would not significantly affect the delivery of the program. While there may be academic interest in knowing more about the prevalence of Borrelia in the local Black-legged tick population, such knowledge would not alter the key prevention strategy which is public messaging that: Black-legged ticks are prevalent in Grey Bruce. At any point in time, they may be carriers of Lyme disease bacteria. Therefore, measures to guard against ticks should always be taken.
West Nile virus
West Nile virus (WNV) is transmitted through the bite of an infected mosquito. Approximately 80% of those infected with WNV show no symptoms. Of the 20% that show symptoms, most experience mild self-resolving flu-like illness. Less than 1% of those infected with WNV experience severe illness involving the central nervous system.

WNV activity in Ontario is tracked via health unit mosquito trapping and by monitoring the incidence of reported human and equine cases. Last year saw a significant upsurge of mosquitos across the province testing positive for WNV as well as a marked increase in the number of human and equine cases. In Grey Bruce, a pilot trapping project was initiated mid-season in response to this resurgence. Trapping identified mosquitos capable of transmitting WNV but no specimens were positive for the virus. However, a trap maintained by Health Canada within Grey Bruce did yield positive mosquitos. Three reported human cases of WNV were locally-acquired with a fourth case possibly locally-acquired. Several locally-acquired equine cases were also identified.

Based on these findings, a comprehensive mosquito trapping program, developed in consultation with Public Health Ontario (PHO), will be undertaken this year. A series of traps will be operated across the south of Grey Bruce with additional “jump over” traps located at sites north of the main series. Trapping results combined with human/equine case reporting will be tracked and will be used to inform public messaging. The province is not recommending large-scale mosquito control measures using larvacides/pesticides at this time. However, consideration of such measures could occur if a significant increase in severe human cases of WNV is identified.

Eastern equine encephalitis virus
Like WNV, eastern equine encephalitis virus (EEEV) is transmitted through the bite of an infected mosquito. However unlike WNV, a significantly larger proportion of people infected with EEEV develop life-threatening symptoms and serious, chronic outcomes. EEEV activity is currently sporadic with only a few equine cases identified each year province-wide. Only one human case, identified in 2016, has been reported in the province. Last year, two equine cases of EEEV were identified in Ontario with one of occurring in Grey Bruce.

In response to the presence of this equine case in Grey Bruce, staff consulted with PHO to determine if the mosquito trapping program should be modified to include EEEV. PHO’s recommendation was to focus trapping efforts on WNV, based on the fact that EEEV activity continues to be low-level/sporadic and therefore equine case surveillance is sufficient. It was also noted that mosquito trap placement for EEEV vector species varies from optimal placement for WNV vector species. Therefore, dedicating traps to EEEV surveillance could negatively affect the efficacy of the WNV surveillance.
# Board of Health Minutes

**Date:** Friday, January 26, 2018  
**Location:** Grey Bruce Health Unit  
**Time:** 10:04 a.m. – 11:57 a.m.  
**Members Present:** Alan Barfoot (Chair), Paul Eagleson, Stewart Halliday, David Inglis, Laurie Laporte, Sue Paterson, David Shearman, Mitch Twolan, Will Rogers  
**Regrets:** Dr. Hazel Lynn, Arlene Wright  
**Also Present:** Dr. Ian Arra, Drew Ferguson, Kim Rutherford, Melissa Clancy  
**Special Guests:**  
**Secretary:** Sue Brown

## 1.0 Call to Order
Chair, Alan Barfoot, declared quorum present and called the meeting to order at 10:04 a.m.

Chair, Alan Barfoot welcomed new board member Paul Eagleson and returning board member Stewart Halliday.

## 2.0 Amendments to Agenda
2.1 Add 11.6 Ministry Audit Update

## 3.0 Approval of Agenda
Moved by: Mitch Twolan  
Seconded by: Sue Paterson  
"THAT, the agenda for Friday January 26, 2018 be approved as amended."  
Carried

## 4.0 Disclosure of Pecuniary Interest
There were no disclosures of pecuniary interest declared at this time.

## 5.0 Adoption of Minutes
Friday December 15, 2017  
Moved by: Mitch Twolan  
Seconded by: Laurie Laporte  
"THAT, the minutes of Friday, December 15, 2017 be approved as presented."  
Carried

## 6.0 BOH 2018 Orientation and Annual Declarations
Orientation manuals were distributed and annual declarations signed.

## 7.0 Presentation: Public Health 101, Dr. Ian Arra
Staff was directed to provide a report to the board on the pros and cons of being accredited and the cost involved with renewing accreditation.

8.0 Correspondence

8.1 Renfrew County and District Health Unit Resolution Re. Revised Public Health Standards and Funding

8.2 Response from Simcoe-Grey MPP Jim Wilson Re. Board of Health concerns about federal cannabis legislation

8.3 Association of Local Public Health Agencies Re. 2018 Provincial Election Policy Priorities

8.4 Ontario Public Health Association and Association of Local Public Health Agencies Re. “Income Security: A Roadmap for Change” report

Moved by: Mitch Twolan   Seconded by: Paul Eagleson
“THAT, the Board of Health endorse item 8.1 Renfrew County and District Health Unit’s Resolution requesting an increase in MOHLTC funding for any increased obligations arising from the revised Ontario Public Health Standards.”

Carried

Moved by: Mitch Twolan   Seconded by: Paul Eagleson
“THAT, the Board of Health receive items 8.2, 8.3 and 8.4.”

Carried

9.0 Reports

9.1 January Reports

9.1.1 MOH Report

9.1.1.1 Overdose Prevention Sites

Dr. Arra provided a report on overdose prevention sites (aka safe injection sites) and an overview of the operations and harm reduction benefits based on the experience of the city of Vancouver. The Board requested consultation with community partners on the need for overdose prevention sites in Grey Bruce.

9.1.1.2 Water main break – Owen Sound

Dr. Arra gave an update on the response to the water main break that occurred on Wednesday, January 10, 2018 in Owen Sound. Dr. Arra commended the City of Owen Sound on their readiness and response, especially the robust communication with the Health Unit throughout the incident.

Staff was directed to draft a letter of appreciation from the Board Chair to acknowledge the city for their exceptional response.

9.1.2 Program Report – January
9.2 News Releases
   9.2.1 Would rather contest for 18-29 year olds
   9.2.2 Medication Return Blitz Success
   9.2.3 Want to lower your risk of cancer? Drink less alcohol.
   9.2.4 National Non-Smoking Week: Smoke is Smoke – Limit Your Exposure
   9.2.5 Coordinator Needed for Chesley Good Food Box
       Moved by: Laurie Laporte  Seconded by: Mitch Twolan
       “THAT, the Board of Health receives the January reports as presented.”
       Carried

Kim Rutherford joined the meeting at 10:45 a.m.

10.0 Financial Report
       Moved by: David Inglis  Seconded by: Stewart Halliday
       “THAT, the Board of Health receives the financial report for the month of
       November, 2017 as presented.”
       Carried

Kim Rutherford left the meeting at 10:55 a.m.

11.0 Other Business
   11.1 Draft BOH Building Meeting Minutes – December 19, 2017
       The Draft BOH Building Meeting Minutes were received.

   11.2 Draft BOH Executive Committee Meeting Minutes – December 20, 2017
       The Draft BOH Executive Committee Meeting Minutes were received.

   11.3 Association of Local Public Health Agencies (alPHA) Winter 2018 Section
       Meetings
       The alPHA Board of Health and Council of Ontario Medical Officers of Health
       Section Meetings are being held in Toronto, February 23, 2018. Dr. Ian Arra
       will attend on behalf of the Health Unit.

   11.4 Board of Health Policy VI-611 Staffing Standard and Report on Salary Admin
       Programs
       Moved by: Stewart Halliday  Seconded by: Mitch Twolan
       “THAT, the Board of Health Policy VI-611 Staffing Standard and Report on
       Salary Admin Programs be rescinded.”
       Carried

   11.5 Aboriginal Relationship and Cultural Competency
       Free online courses made available by Cancer Care Ontario

   11.6 Holiday Lunch 2018
       Moved by: Mitch Twolan  Seconded by: Stewart Halliday
“THAT, the Board of Health will include within the budget the cost involved to provide future holiday lunches for GBHU Staff as part of staff development and recognition expenses.”

Carried

11.7 Ministry Audit Update
A Factual Accuracy Meeting teleconference with ministry auditors next Thursday, February 1, 2018.

*Melissa Clancy joined the meeting at 11:10 a.m.*

12.0 In-Camera
Moved by: Sue Paterson  Seconded by: Paul Eagleson
“THAT, the Board of Health does now go into closed session at 11:15 a.m. to discuss labour relations or employee negotiations, and personal matters about identifiable individuals and that Sue Brown, will remain present as recording secretary and Dr. Ian Arra and Melissa Clancy will remain present.”

Carried

*The Board returned to open session at 11:56 a.m. with Chair Barfoot presiding.*

13.0 Adjournment
By motion of Paul Eagleson the Board of Health meeting adjourned at 11:57 a.m.

**Next Meeting:**
Friday, February 23, 2018 at 10:00 a.m.
Grey Bruce Health Unit, Owen Sound

X
Alan Barfoot
Chairperson

X
Dr. Hazel Lynn
Acting Medical Officer of Health

X
Sue Brown
Recording Secretary
Corporation of the County of Grey
By-Law 5007-18

A By-law to Amend By-law 4995-17 Authorizing the Warden and Clerk to Execute an Ontario Transfer Payment Amending Agreement Between the Corporation of the County of Grey and the Ministry of Education for the 2018-2019 Ontario Early Years Child and Family Services

WHEREAS the Council of the County of Grey passed By-law 4995-17 being a by-law to authorize the execution of a transfer payment agreement between the County of Grey and the Ministry of Education for the 2018-2019 Ontario Early Years Child and Family Services;

AND WHEREAS the Council of the County of Grey adopted the recommendation of the Committee of the Whole minutes dated February 22, 2018 approving the entering into an amending agreement with the Ministry of Education for Ontario Early Years Child and Family Services for 2018-2019; and

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, and the Clerk to affix the Corporate seal thereto, on Ontario Transfer Payment Agreement with the Ministry of Education for the 2018-2019 Ontario Early Years Child and Family Services.

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 8th day of March, 2018.

WARDEN: Stewart Halliday

DEPUTY CLERK: Heather Morrison
ONTARIO TRANSFER PAYMENT AGREEMENT AMENDMENT

This Amending Agreement No.1 effective as of the 1st day of January, 2018.

BETWEEN:

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

(the “Province”)

- and -

The Corporation of the County of Grey

(the “Recipient”)

BACKGROUND

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

2. The Parties wish to amend the Agreement in the manner set out in Amending Agreement No.1.

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

1. Schedule “B” of the Agreement is deleted and replaced with Schedule “B”, attached to Amending Agreement No.1.


3. Schedule “D” of the Agreement is deleted and replaced with Schedules “D” and “D1”, attached to Amending Agreement No.1.

4. Schedule “E” of the Agreement is deleted and replaced with Schedule “E”, attached to Amending Agreement No.1.
5. Amending Agreement No.1 shall be effective as of the date set out at the top of the Amending Agreement No.1.

6. Except for the amendments provided for in Amending Agreement No.1, all provisions in the Agreement shall remain in full force and effect.

The Parties have executed this Amending Agreement No.1 on the dates set out below.

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

________________________  ______________
Name: Julia Danos           Date
Title: Director Early Years and
Child Care Programs and Service
Integration Branch

The Corporation of the County of Grey

________________________  ______________
Name:                     Date
Title:

________________________  ______________
Name:                     Date
Title:

I/We have authority to bind the Recipient.
# SCHEDULE “B”
PROGRAM SPECIFIC INFORMATION AND ADDITIONAL PROVISIONS

<table>
<thead>
<tr>
<th>Maximum Funds</th>
<th>2018</th>
<th>2019</th>
</tr>
</thead>
<tbody>
<tr>
<td>Amount for the purposes of section A5.2 (Disposal) of Schedule “A”</td>
<td>$1,765,996</td>
<td>$1,230,924</td>
</tr>
<tr>
<td>Amount for the purposes of section A5.2 (Disposal) of Schedule “A”</td>
<td>$1,500,000</td>
<td></td>
</tr>
<tr>
<td>Insurance</td>
<td>$2,000,000</td>
<td></td>
</tr>
</tbody>
</table>

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

Ministry of Education  
24th Floor, Mowat Block, 900 Bay Street,  
Toronto, Ontario M7A 1L2  

**Attention:** Julia Danos  
**Director, Early Years Child Care Programs and Service Integration Branch**  
Fax: 416-314-7836  
Email: Julia.Danos@ontario.ca

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

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

**Attention:** Ms. Barb Fedy  
Fax: 519-376-5640  
Email: barb.fedy@grey.ca

**Additional Provisions:**  
The Recipient will provide services in accordance with the policies, guidelines and requirements of the Province, as communicated to it.
Expense Name(s): The Journey Together

Legislation: Child Care and Early Years Act, 2014

People Served:
- Specified licensed child care centres, licensed home child care agencies, and/or EarlyON Child and Family programs delivered by Indigenous organizations.

Specific Service Provided:
- Funding is provided to the Recipient to support approved projects for:
  - Culturally relevant Licensed child care and/or early years programming for Indigenous children and families off reserve; and,
  - Programming delivered by urban Indigenous organizations.

Program Goals:
- Increase access to culturally relevant programs and services.
- Enhance Indigenous control of service design and delivery.
- Foster greater opportunities for Indigenous children to be immersed in their culture and language from an early age.
- Support improved outcomes for Indigenous children including healthy child development, parent and family supports, and greater participation in employment and training for parents.
- Funding is intended to support programs that are flexible, culturally responsive, reflective of communities and supportive of Indigenous children and families.
### Allocation Summary

<table>
<thead>
<tr>
<th>Ontario Early Years Child Care and Family Centres</th>
<th>Funding Year</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>2018</td>
</tr>
<tr>
<td></td>
<td>$1,053,703</td>
</tr>
</tbody>
</table>

### Expenditure Benchmarks

<table>
<thead>
<tr>
<th>Spending Category</th>
<th>Funding Year</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Administration – Maximum Allowable Expenditure</strong></td>
<td>2018</td>
</tr>
<tr>
<td>(10% of total allocation maximum allowable expenditure)</td>
<td>$105,370</td>
</tr>
<tr>
<td><strong>Child Care and Early Years Planning and Data Analysis Services – Minimum Expenditure Requirement</strong></td>
<td>2018</td>
</tr>
<tr>
<td>(minimum based on 2017 allocations for early child development planning and data analysis services)</td>
<td>$96,653</td>
</tr>
</tbody>
</table>

*2018 allocation must be fully spent within this calendar year, and cannot be carried forward to 2019.*
The Journey Together

2018 Calendar Year Allocation

The Corporation of the County of Grey

Funding provided for the Journey Together must only be used for the project and expenses specified in the approved applications.

<table>
<thead>
<tr>
<th>Type: Child and Family Program(s)</th>
<th>2018 Allocation</th>
<th>2019 Allocation</th>
</tr>
</thead>
<tbody>
<tr>
<td>Project: M'Wikwedong Native Cultural Resource Centre (NCRC)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Operating</td>
<td>90,493</td>
<td>87,221</td>
</tr>
<tr>
<td>Community Based Capital</td>
<td>621,800</td>
<td>90,000</td>
</tr>
<tr>
<td>Total</td>
<td>712,293</td>
<td>177,221</td>
</tr>
<tr>
<td>Expenditure Benchmarks - Administration - Maximum Allowable Expenditure (10% maximum operating only)</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>9,049</td>
<td>17,722</td>
</tr>
<tr>
<td>Total Journey Together Allocation</td>
<td>$ 712,293</td>
<td>$177,221</td>
</tr>
</tbody>
</table>

*Totals may not add due to rounding.
As identified in the Ontario Child Care Service Management and Funding Guideline, monthly cash flow percentages will be based on the total 2018 maximum funds divided by 12 months. If approved, capital funding under *The Journey Together* will be paid upon receipt of the signed service agreement and Estimates submissions.

<table>
<thead>
<tr>
<th>Payment Month</th>
<th>Amount of Maximum Funds</th>
</tr>
</thead>
<tbody>
<tr>
<td>January*</td>
<td>8.3%</td>
</tr>
<tr>
<td>February*</td>
<td>8.3%</td>
</tr>
<tr>
<td>March*</td>
<td>8.4%</td>
</tr>
<tr>
<td>April*</td>
<td>8.3%</td>
</tr>
<tr>
<td>May*</td>
<td>8.3%</td>
</tr>
<tr>
<td>June*</td>
<td>8.4%</td>
</tr>
<tr>
<td>July</td>
<td>8.3%</td>
</tr>
<tr>
<td>August</td>
<td>8.3%</td>
</tr>
<tr>
<td>September</td>
<td>8.4%</td>
</tr>
<tr>
<td>October</td>
<td>8.3%</td>
</tr>
<tr>
<td>November</td>
<td>8.3%</td>
</tr>
<tr>
<td>December</td>
<td>8.4%</td>
</tr>
</tbody>
</table>

*Payments may be based upon the prior year’s Revised Estimates (Interim Report) submissions until the signed service agreement is received. The Province automatically adjusts entitlement and the resulting cash flow to reflect forecasted or actual underspending that is reported in financial submissions.
Corporation of the County of Grey
By-Law 5008-18

A By-law to Authorize the Execution of an Agreement Between
the Corporation of the County of Grey and Her Majesty the Queen
in Right of the Province of Ontario as Represented by the Minister
of Transportation for the Ontario Municipal Commuter Cycling
Program

WHEREAS the Council of the County of Grey approved the recommendation from the
Committee of the Whole meeting February 22, 2018 authorizing the execution of an
agreement between the Corporation of the County of Grey and the Ministry of
Transportation for the Ontario Municipal Commuter Cycling Program;

AND WHEREAS it is deemed expedient to authorize the execution of an Agreement
between Her Majesty the Queen in right of the Province of Ontario as represented by
the Minister of Transportation for the Province of Ontario for funding under the
dedicated Ontario Municipal Commuter Cycling Program (OMCC);

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, and the
   Clerk to affix the Corporate seal thereto, a Transfer Payment Agreement with Her
   Majesty the Queen in Right of the Province of Ontario as represented by the Minister
   of Transportation for the Province of Ontario for 2018 funding under the OMCC.

2. That the Warden and Clerk have the delegation of authority to execute any and all
   required documentation on behalf of the Corporation of the County of Grey as
   required by the OMCC for 2018.

3. That the Corporation of the County of Grey commits to providing funding equivalent
   in 2018 to twenty percent of 2018 funding provided to Grey County under the
   OMCC.

4. That the Corporation of the County of Grey commits to implementing projects and
   spending OMCC 2018 funding in accordance with all provisions specified in the
   Agreement referred to in Clause 1.
5. That the Corporation of the County of Grey comments to spending OMCC 2018 funding only on the following approved projects:

   a) Grey County Cycling and Trails Master Plan
   b) Grey Road 9 Hot Mix Paving – Grey Road 8 to Ida Street
   c) Grey Road 10 (7th Avenue) Reconstruction, Hanover – 12th Street to 16th Street
   d) Grey Road 40 Pulverize and Pave – Grey Road 3 to Desboro
   e) Grey County Bike Counter Purchase
   f) Grey Road 17 Reconstruction
   g) Grey Road 15 Reconstruction (2019)

6. That the Corporation of the County of Grey commits that all required approvals have been obtained for each project prior to the use of OMCC funding.

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

ENACTED AND PASSED this 8th day of March, 2018.

_________________________________________
WARDEN: Stewart Halliday

_________________________________________
DEPUTY CLERK: Heather Morrison
THIS TRANSFER PAYMENT AGREEMENT for the Ontario Municipal Commuter Cycling (OMCC) Program (the “Agreement”), made in quadruplicate, is effective as of the Effective Date (both “Agreement” and “Effective Date” as defined in section A1.2 (Definitions)).

BETWEEN:

Her Majesty the Queen in right of Ontario
as represented by the Minister of Transportation for the Province of Ontario

(the “Province”)

- and -

Corporation of the County of Grey

(the “Recipient”)

BACKGROUND

The Province and the Recipient (the “Parties”) recognize that investment in commuter cycling infrastructure is a key component in Ontario’s Climate Change Action Plan.

The Recipient has applied to the Province for funds to assist the Recipient in completing the Projects on the Eligible Projects List (“Projects” and “Eligible Projects List” as defined in section A1.2 (Definitions)) and further described in Schedule “C” (Eligible Projects List and Timelines).

The Projects support the provincial goals of implementing new or expanded commuter cycling infrastructure to support commuter and frequent cycling.

The Province has agreed, subject to the terms and conditions set out in the Agreement, to financially contribute to the completion of the Projects.

The Agreement sets out the terms and conditions upon which the Province has agreed to provide the Recipient with funding towards the Eligible Costs of each Eligible Project (“Eligible Costs” and “Eligible Project” as defined in section A1.2 (Definitions)), up to
the maximum set out in the Agreement, and the Recipient has agreed to fund a minimum of 20% of the Eligible Costs of each Eligible Project.

CONSIDERATION

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

1.0 ENTIRE AGREEMENT

1.1 Entire Agreement. The Agreement, including:

Schedule “A” - General Terms and Conditions
Schedule “B” - Recipient Information
Schedule “C” - Eligible Projects List and Timelines
   Sub-schedule “C.1” - Eligible Projects List
Schedule “D” - Description of Annual Allocations
   Sub-schedule “D.1” - Table of Annual Allocations
   Sub-schedule “D.2” - Form of Annual Declaration of OMCC Participation
Schedule “E” - Eligible and Ineligible Costs
Schedule “F” - Reporting and Evaluation
Schedule “G” - Communications Protocol
Schedule “H” - Disposal of and Revenues from Assets
Schedule “I” - Aboriginal Consultation Protocol
Schedule “J” - Certificates and Declarations
   Sub-schedule “J.1” - Ontario Municipal Commuter Cycling (OMCC) Program Form of Annual Funding Certificate
   Sub-schedule “J.2” - Ontario Municipal Commuter Cycling (OMCC) Program Form of Annual Eligible Projects Declaration
   Sub-schedule “J.3” - Ontario Municipal Commuter Cycling (OMCC) Program Form of Solemn Declaration of Substantial Completion, and

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

constitutes the entire agreement between the Parties with respect to the subject matter contained in the Agreement and supersedes all prior oral or written representations and agreements.

2.0 CONFLICT OR INCONSISTENCY

2.1 Conflict or Inconsistency. In the event of a conflict or inconsistency between any of the requirements of:
(a) the main body of the Agreement and any of the requirements of a schedule or a sub-schedule, the main body of the Agreement will prevail;

(b) Schedule “A” (General Terms and Conditions) and any of the requirements of another schedule or a sub-schedule, Schedule “A” (General Terms and Conditions) will prevail; or

(c) a schedule and any of the requirements of a sub-schedule, the schedule will prevail.

3.0 COUNTERPARTS

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

4.0 AMENDING THE AGREEMENT

4.1 Amendments. The Agreement may only be amended by a written agreement.

4.2 Execution of Amending Agreements. An amending agreement under section 4.1 (Amendments) must be executed by the respective representatives of the Parties listed in the signature page below.

4.3 Execution of Amending Agreements - Exceptions. Despite section 4.2 (Execution of Amending Agreements), an amending agreement under section 4.1 (Amendments) for amendments pursuant to sections C3.2 (Amending Agreement for Changes to the Eligible Projects List), D2.2 (Amending Agreement for Changes to Annual Allocations) or F7.2 (Amending Agreement for Changes to the Reporting) may be executed by the respective authorized representatives of the Parties listed in Schedule “B” (Recipient Information).

5.0 ACKNOWLEDGEMENT

5.1 Acknowledgement. The Recipient acknowledges that:

(a) by receiving Funds (as defined in section A1.2 (Definitions)) it may become subject to legislation applicable to organizations that receive funding from the Government of Ontario, including the Broader Public Sector Accountability Act, 2010 (Ontario), the Public Sector Salary Disclosure Act, 1996 (Ontario), and the Auditor General Act (Ontario);
(b) Her Majesty the Queen in right of Ontario has issued expenses, perquisites, and procurement directives and guidelines pursuant to the *Broader Public Sector Accountability Act, 2010* (Ontario);

(c) the Funds are:

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

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

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

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

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

**HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO** as represented by the Minister of Transportation for the Province of Ontario

_________________________  ________________________________
Date  Name: **Jamie Austin**

Title: **Director, Transportation Policy Branch**

**Corporation of the County of Grey**

_________________________
Date  Name: **Mr. Stewart Halliday**

Title: **Warden**

I have authority to bind the Recipient.

_________________________
Date  Name: **Mrs. Heather Morrison**

Title: **Deputy Clerk/Records Manager**

I have authority to bind the Recipient.
SCHEDULE “A”
GENERAL TERMS AND CONDITIONS

A1.0 INTERPRETATION AND DEFINITIONS

A1.1 Interpretation. For the purposes of interpretation:

(a) words in the singular include the plural and vice-versa;
(b) words in one gender include all genders;
(c) the background and the headings do not form part of the Agreement; they are for reference only and will not affect the interpretation of the Agreement;
(d) any reference to dollars or currency will be in Canadian dollars and currency; and
(e) all accounting terms not otherwise defined in the Agreement have their ordinary meanings.

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

“Aboriginal Community” has the meaning ascribed to it in section 11.1 (Definitions).

“Agreement” means this Transfer Payment Agreement for the Ontario Municipal Commuter Cycling (OMCC) Program entered into between the Province and the Recipient, all of the schedules and sub-schedules listed in section 1.1 (Entire Agreement), and any amending agreement entered into pursuant to section 4.1 (Amendments).

“Annual Allocation” means an annual allocation set out in Sub-schedule “D.1” (Table of Annual Allocations).

“Annual Declaration of OMCC Participation” means an annual declaration of OMCC participation, in the form set out in Sub-schedule “D.2” (Form of Annual Declaration of OMCC Participation).

“Annual Financial Reports” means the Annual Financial Reports described in Article F1.0 (Annual Financial Reports).


“Annual Implementation Reports” means the Annual Implementation Reports described in section F2.1 (Annual Implementation Reports).

“Asset” means any real or personal property or immovable or movable asset acquired, constructed, repaired, rehabilitated, renovated or improved, in whole or in part, with the Funds.

“Authorities” means any government authority, agency, body or department, whether federal, provincial or municipal, having or claiming jurisdiction over the Agreement or any Eligible Project, or both.

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

“Cap and Trade Program” means Ontario’s Cap and Trade Program.

“Contract” means a contract between the Recipient and a Third Party whereby the Third Party agrees to supply goods or services, or both, for an Eligible Project in return for financial consideration.

“Effective Date” means the date of signature by the last signing party to the Agreement.

“Eligible Costs” means the costs that are eligible for funding under the Agreement and that are described in Article E2.0 (Eligible Costs).

“Eligible Project” means a commuter cycling project that is listed on the Eligible Projects List.

“Eligible Projects List” means the list of Eligible Projects in Sub-schedule “C.1” (Eligible Projects List).

“Environmental Laws” means all applicable federal, provincial or municipal laws, regulations, by-laws, orders, rules, policies or guidelines respecting the protection of the natural environment, public or occupational health or safety, and the manufacture, importation, handling, transportation, storage, disposal and
treatment of environmental contaminants and include, without limitation, the *Environmental Protection Act* (Ontario), *Environmental Assessment Act* (Ontario), *Ontario Water Resources Act* (Ontario), *Canadian Environmental Protection Act, 1999* (Canada), *Canadian Environmental Assessment Act, 2012* (Canada), *Fisheries Act* (Canada) and *Navigation Protection Act* (Canada).

“ERS” means the Ontario Enterprise Registration System.

“Event of Default” has the meaning ascribed to it in section A13.1 (Events of Default).

“Expiry Date” means March 31, 2021.

“Final Report” means the Final Report described in Article F3.0 (Final Report).

“Funding Year” means:

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

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

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

“Generally Accepted Auditing Standards” means Canadian Generally Accepted Auditing Standards as adopted by the Canadian Institute of Chartered Accountants applicable as of the date on which such record is kept or required to be kept in accordance with such standards.

“GHG” means greenhouse gas.


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

“Ineligible Costs” means the costs that are ineligible for funding under the Agreement, and that are described in Article E3.0 (Ineligible Costs).

“Notice” means any communication given or required to be given pursuant to the Agreement.
“Notice Period” means the period of time within which the Recipient is required to remedy an Event of Default pursuant to paragraph A13.3(b), and includes any such period or periods of time by which the Province extends that time in accordance with section A13.4 (Recipient Not Remedying).

“OMCC” means Ontario Municipal Commuter Cycling.

“OMCC Program” means the Ontario Municipal Commuter Cycling Program.

“Parties” means the Province and the Recipient.

“Partner” means any entity, other than a Third Party, participating in and contributing to the Project, other than financially only, as described in the Recipient’s application submitted to the Province or, with the written consent of the Province, as subsequently permitted to participate or contribute to the Project.

“Partner Agreement” means a legally binding agreement between the Recipient and a Partner.

“Party” means either the Province or the Recipient.

“Projects” means, collectively, the Eligible Projects.

“Projects End Date” means, in respect of the Projects, December 30, 2020.

“Reports” means the reports described in Schedule “F” (Reporting and Evaluation).

“Requirements of Law” means all applicable requirements, laws, statutes, codes, acts, ordinances, approvals, orders, decrees, injunctions, by-laws, rules, regulations, official plans, permits, licences, authorizations, directions, and agreements with all Authorities, and includes the Environmental Laws.

“Solemn Declaration of Substantial Completion” means the Solemn Declaration of Substantial Completion, in the form set out in Sub-schedule “J.3” (Ontario Municipal Commuter Cycling (OMCC) Program Form of Solemn Declaration of Substantial Completion).

“Substantial Completion” means substantially performed, as described in and will be determined in accordance with, subsection 2(1) of the Construction Lien Act (Ontario) for each Eligible Project, and for the purposes of the Projects, means the substantial completion of the last Eligible Project on or before December 30, 2020.

“Substantial Completion Date” means the substantial completion date indicated on the Solemn Declaration of Substantial Completion.
“Term” means the period of time described in section A3.1 (Term).

“Third Party” means any legal entity, other than a Party, who supplies goods or services, or both, to the Recipient for any of the Eligible Projects.

“Timelines” means the date set out in section C2.1 (Timelines).

“Usage Data Report” means the Usage Data Report described in Article F4.0 (Usage Data Report).

A2.0 REPRESENTATIONS, WARRANTIES, AND COVENANTS

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

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

(b) it has, and will continue to have, the experience and expertise necessary to carry out the Projects;

(c) it is in compliance with, and will continue to comply with, all Requirements of Law related to any aspect of an Eligible Project, the Funds, or both;

(d) unless otherwise provided for in the Agreement, any information the Recipient provided to the Province in support of its request for funds including, without limitation, information relating to any eligibility requirements and Eligible Project, and the Timelines was true and complete at the time the Recipient provided it and will continue to be true and complete;

(e) it is registered with the ERS and the information it provided for the ERS was true and complete at the time it provided it and will continue to be true and complete;

(f) it is not in default of any term, condition or obligation under any transfer payment or loan agreement with Her Majesty the Queen in right of Ontario or one of Her agencies; and

(g) its past performance with respect to any project under a transfer payment agreement with Her Majesty the Queen in right of Ontario or one of Her agencies was considered satisfactory by that party.

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

(a) the full power and authority to enter into the Agreement; and
(b) taken all necessary actions to authorize the execution of the Agreement.

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

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

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

(c) decision-making mechanisms for the Recipient;

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

(e) procedures to enable the Recipient to complete each Eligible Project successfully;

(f) procedures to enable the Recipient to identify risks to the completion of each Eligible Project, and strategies to address the identified risks to meet the Projects End Date, all in a timely manner;

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

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

A2.4 **Supporting Proof.** Upon request of the Province and within the timelines set out in the request, the Recipient will provide the Province with proof of the matters referred to in this Article A2.0 (Representations, Warranties and Covenants).

A3.0 **TERM OF THE AGREEMENT AND EXTENSION**

A3.1 **Term.** The term of the Agreement will commence on the Effective Date and will expire on the Expiry Date unless terminated earlier pursuant to Article A11.0 (Termination on Notice), Article A12.0 (Termination Where No Appropriation or Funds under the Cap and Trade Program) or Article A13.0 (Events of Default, Corrective Action, and Termination for Default).
A4.0 FUNDS AND CARRYING OUT THE PROJECT

A4.1 Funds Provided. The Province will, in respect of the Projects:

(a) provide Funds to the Recipient up to the aggregate of each Annual Allocation for the Recipient to use towards the Eligible Costs of any Eligible Project;

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

   (i) resides at a Canadian financial institution; and

   (ii) is in the name of the Recipient.

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

(a) the Province is not obligated to provide any Funds to the Recipient until the Recipient complies with the conditions precedent set out in paragraphs A32.1(a) and (b);

(b) the Province may adjust the amount of Funds it provides to the Recipient in any Funding Year based upon any of the following:

   (i) the Province’s assessment of the information the Recipient provides to the Province pursuant to section A7.1 (Preparation and Submission);

   (ii) the number of recipients, other than the Recipient, participating in the OMCC Program; or

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

   (i) reduce the amount of Funds and change the Projects; or

   (ii) terminate the Agreement pursuant to section A12.1 (Termination Where No Appropriation or Funds under the Cap and Trade Program).

A4.3 Carry Out the Eligible Projects. The Recipient will, in respect of the Projects and each Eligible Project:
(a) determine which Eligible Projects, from the Eligible Projects List, the Recipient will carry out;

(b) carry out each Eligible Project in accordance with the Agreement; and

(c) complete each Eligible Project the Recipient has chosen to carry out pursuant to paragraph A4.3(a) by the Projects End Date.

A4.4 Use of Funds and Carry out the Projects. The Recipient will, in respect of each Eligible Project, do all of the following:

(a) use the Funds only for the purpose of carrying out the Eligible Project;

(b) spend the Funds only in accordance with the Agreement, including the Annual Allocations;

(c) not use the Funds to cover any cost that has or will be funded or reimbursed by one or more of any third party, ministry, agency, or organization of the Government of Ontario; and

(d) contribute a minimum amount of 20% towards the total Eligible Costs of each Eligible Project, irrespective of any contribution received from any third party source, including any Partner.

A4.5 Interest Bearing Account. If the Province provides Funds to the Recipient before the Recipient’s immediate need for the Funds, the Recipient will place the Funds in an interest bearing account in the name of the Recipient at a Canadian financial institution.

A4.6 Interest. If the Recipient earns any interest on the Funds:

(a) the Recipient may use the interest earned toward the Eligible Costs of any Eligible Project but cannot reduce the 20% minimum amount towards Eligible Costs for each Eligible Project;

(b) the Recipient will annually declare the amount of interest earned and describe its use in the Annual Funding Certificate; and

(c) the Province may demand from the Recipient the payment of an amount equal to any interest:

(i) remaining in the possession or under the control of the Recipient by the Projects End Date; or

(ii) the Recipient failed to use in accordance with the terms and conditions of the Agreement.
A4.7 **Rebates, Credits and Refunds.** The Province, in calculating Funds, will deduct from any Annual Allocation any costs (including taxes) for which the Recipient has received, will receive, or is eligible to receive, a rebate, credit or refund.

A4.8 **Recipient’s Acknowledgement of Responsibility for Projects.** The Recipient will assume full responsibility for each Eligible Project including, without limitation:

(a) complete, diligent and timely implementation in accordance with the terms and conditions of the Agreement;

(b) the entire costs of the Eligible Project including, without limitation, overruns if any;

(c) subsequent operation, maintenance, repair, rehabilitation, demolition or reconstruction, as required and as per appropriate standards, and any related costs for the full lifecycle of the Eligible Project; and

(d) undertaking, or causing to be undertaken, any engineering and construction work in accordance with industry standards.

A4.9 **Disclosure of Other Financial Assistance and Adjustments.** The Recipient agrees:

(a) to inform the Province promptly of any financial assistance received, other than from the Province pursuant to the Agreement, for any Eligible Project; and

(b) if the Recipient receives or is owed financial assistance from the Government of Ontario, other than from the Province pursuant to the Agreement, in respect of the Eligible Costs of an Eligible Project, the Province may reduce the Funds or demand the repayment of Funds in an amount up to the financial assistance received or owed.

A4.10 **Inability to Complete Eligible Projects.** If, at any time during the Term, the Recipient determines that it may not be possible for it to complete an Eligible Project on or before December 30, 2020 for any reason including, without limitation, lack of funding available for the Eligible Project (the “Issue”), the Recipient will immediately notify the Province of that determination and provide the Province with a summary of the measures that the Recipient proposes to remedy the Issue. If the Province is not satisfied that the measures proposed will be adequate to remedy the Issue, then the Province may initiate any one or more of the actions provided for in section A13.2 (Consequences of Events of Default and Corrective Action).
A5.0 RECIPIENT’S ACQUISITION OF GOODS OR SERVICES, RELATED CONTRACTS AND DISPOSAL OF ASSETS

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

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

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

A5.2 Disposal. The Recipient will not, without the Province’s prior written consent, sell, lease or otherwise dispose of any Asset other than in accordance with the terms and conditions set out in Schedule “H” (Disposal of and Revenues from Assets).

A5.3 Contract Provisions. The Recipient will ensure that all Contracts are consistent with, and incorporate, the applicable terms and conditions of the Agreement. More specifically, but without limiting the generality of the foregoing, the Recipient agrees to include provisions in all Contracts to:

(a) ensure that proper and accurate accounts and records are maintained for at least 7 years after the expiry or early termination of the Agreement;

(b) ensure compliance with all applicable Requirements of Law including, without limitation, labour and human rights legislation; and

(c) secure the respective rights of the Province, any authorized representative and any independent auditor identified by the Province in paragraph A7.3(b), and the Auditor General in section A7.6 (Auditor General).

A6.0 CONFLICT OF INTEREST

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

A6.2 Conflict of Interest Includes. For the purposes of this Article A6.0 (Conflict of Interest), a conflict of interest includes any circumstances where, in respect of each Eligible Project:

(a) the Recipient; or

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

A6.3 Disclosure to Province. The Recipient will:

(a) disclose to the Province, without delay, any situation that a reasonable
person would interpret as an actual, potential or perceived conflict of
interest; and

(b) comply with any terms and conditions that the Province may prescribe as
a result of the disclosure.

A7.0 REPORTING, ACCOUNTING, AND REVIEW

A7.1 Preparation and Submission. The Recipient will:

(a) submit to the Province at the address referred to in section A17.1 (Notice
in Writing and Addresses), all Reports in accordance with the timelines
and content requirements as provided for in Schedule “F” (Reporting and
Evaluation), or in a form as specified by the Province from time to time;

(b) submit to the Province at the address referred to in section A17.1 (Notice
in Writing and Addresses), any other reports as may be requested by the
Province in accordance with the timelines and content requirements
specified by the Province;

(c) ensure that all Reports and other reports are completed to the satisfaction
of the Province; and

(d) ensure that all Reports and other reports are signed on behalf of the
Recipient by the Recipient’s chief administrative officer or, as set out
otherwise in the Agreement or with the consent of the Province, another
authorized signing officer.

A7.2 Record Maintenance and Audit.

(a) The Recipient will, in respect of each Eligible Project, keep and maintain:

(i) all financial records including, without limitation, invoices relating to the
Funds or otherwise the Eligible Project in a manner consistent with
generally accepted accounting principles; and

(ii) all non-financial documents and records relating to the Funds or
otherwise to the Eligible Project, including without limitation, all
Contracts and Partner Agreements.
(b) Unless otherwise specifically set out in the Agreement, the Recipient will request and manage the undertaking of all audits for each Eligible Project by accredited external independent auditors and the delivery of corresponding audit reports, at its own expense, in accordance with Generally Accepted Auditing Standards and in the timeframe set out in the Agreement.

A7.3 Inspection and Data Collection.

(a) The Province, any authorized representative, or any independent auditor identified by the Province may, at the Province’s expense and at any time, during normal business hours, enter upon the Recipient’s premises to review the progress of any Eligible Project and the Recipient's allocation and expenditure of the Funds and, for these purposes, the Province, any authorized representative, or any independent auditor identified by the Province may take one or more of the following actions:

(i) inspect and copy the records and documents referred to in section A7.2 (Record Maintenance and Audit);

(ii) remove any copies made pursuant to paragraph A7.3(a) from the Recipient’s premises; and

(iii) conduct an audit or investigation of the Recipient in respect of the expenditure of the Funds, any Eligible Project, or both.

(b) The Recipient will ensure all Contracts and Partner Agreements include the right of the Province, any authorized representative, any independent auditors identified by the Province, or the Auditor General to carry out the inspection and audits contemplated pursuant to the Agreement and will coordinate the access of the Province with any Third Party and Partner for the purpose of such inspections and audits.

(c) The Province, any authorized representative, or any independent auditor identified by the Province may, at the Province’s expense and at any time, during normal business hours, may direct the Recipient to undertake an intercept survey of cyclists for a completed Eligible Project.

i. Where the Province exercises this right, the Recipient’s must distribute a copy of intercept survey documentation to individuals cycling on completed Eligible Project.

ii. The Province will be responsible for providing all required intercept survey documentation to the Recipient and for collecting any information obtained through this survey.
iii. The Recipient will be required to distribute the intercept survey documentation on the specified day from 07:00 and 10:00; from 12:00 and 14:00, which will be at least 12 months but no more than 24 months after Substantial Completion of an Eligible Project.

(d) The Province, any authorized representative, or any independent auditor identified by the Province may, at the Province’s expense and at any time, during normal business hours, may undertake an intercept survey of cyclists using any completed Eligible Project.

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

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

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

A7.7 Calculations. The Recipient will make all calculations and prepare all financial data to be submitted in accordance with the generally accepted accounting principles in effect in Canada. These will include, without limitation, those principles and standards approved or recommended from time to time by the Canadian Institute of Chartered Accountants or the Public Sector Accounting Board, as applicable, or any successor institute, applied on a consistent basis.

A8.0 COMMUNICATIONS REQUIREMENTS

A8.1 Acknowledgement of Support. Unless otherwise directed by the Province, the Recipient will acknowledge the support of the Province as set out in Schedule “G” (Communications Protocol).

A8.2 Publication. The Recipient will indicate, in any of its Projects-related publications, whether written, oral, or visual, that the views expressed in the publication are the views of the Recipient and do not necessarily reflect those of the Province.
A9.0 INDEMNITY

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

A10.0 INSURANCE

A10.1 Recipient’s Insurance. The Recipient represents, warrants and covenants that it has, and will maintain, at its own cost and expense, with insurers having a secure A.M. Best rating of B+ or greater, or the equivalent, all the necessary and appropriate insurance that a prudent person carrying out a project similar to the Projects would maintain, including commercial general liability insurance on an occurrence basis for third party bodily injury, personal injury and property damage, to an inclusive limit of not less than $2,000,000.00 per occurrence. The insurance policy will include the following:

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

(b) a cross-liability clause;

(c) contractual liability coverage; and

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

A10.2 Proof of Insurance. The Recipient will:

(a) provide the Province, prior to Funds being provided in each Funding Year, either:

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

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

(b) upon the request of the Province, the Recipient will make available to the Province a copy of each insurance policy.
A11.0 TERMINATION ON NOTICE

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

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

(a) cancel all further instalments of Funds;

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

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

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

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

A12.0 TERMINATION WHERE NO APPROPRIATION OR FUNDS UNDER THE CAP AND TRADE PROGRAM

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

A12.2 Consequences of Termination Where No Appropriation or Funds under the Cap and Trade Program. If the Province terminates the Agreement pursuant to section A12.1 (Termination Where No Appropriation or Funds under the Cap and Trade Program), the Province may take one or more of the following actions:

(a) cancel further instalments of Funds;

(b) demand the payment of any Funds remaining in the possession or under the control of the Recipient; and
(c) determine the reasonable costs for the Recipient to wind down the Project and permit the Recipient to offset such costs against the amount owing pursuant to paragraph A12.2(b).

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

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

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

(a) in the opinion of the Province, the Recipient breaches any representation, warranty, covenant or other material term of the Agreement including, without limitation, failing to do any of the following in accordance with the terms and conditions of the Agreement:

(i) carry out any Eligible Project;

(ii) use or spend Funds; or

(iii) provide, in accordance with section A7.1 (Preparation and Submission), Reports or such other reports as may have been requested pursuant to paragraph A7.1(b).

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

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

(d) the Recipient ceases to operate; or

(e) the Recipient fails to require a Partner or a Third Party to remedy an event such as an Event of Default listed above and the failure is not remedied within, at the latest and if any, the Notice Period given to the Recipient pursuant to section 13.4 (Recipient Not Remedying).

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

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

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

(c) suspend the payment of Funds for such period as the Province determines appropriate;

(d) reduce the amount of the Funds;

(e) cancel further instalments of Funds;

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

(g) demand from the Recipient the payment of an amount equal to any Funds the Recipient used and interest earned, but did not use in accordance with the Agreement;

(h) demand from the Recipient the payment of an amount equal to any Funds the Province provided to the Recipient; and

(i) terminate the Agreement at any time, including immediately, without liability, penalty or costs to the Province upon giving Notice to the Recipient.

A13.3 Opportunity to Remedy. If, in accordance with paragraph A13.2(b), the Province provides the Recipient with an opportunity to remedy the Event of Default, the Province will provide Notice to the Recipient of:

(a) the particulars of the Event of Default; and

(b) the Notice Period.

A13.4 Recipient Not Remedying. If the Province provided the Recipient with an opportunity to remedy the Event of Default pursuant to paragraph A13.2(b), and:

(a) the Recipient does not remedy the Event of Default within the Notice Period;

(b) it becomes apparent to the Province that the Recipient cannot completely remedy the Event of Default within the Notice Period; or

(c) the Recipient is not proceeding to remedy the Event of Default in a way
that is satisfactory to the Province,

the Province may extend the Notice Period, or initiate any one or more of the actions provided for in paragraphs A13.2(a), (c), (d), (e), (f), (g), (h) and (i).

A13.5 **When Termination Effective.** Termination under this Article A13.0 (Events of Default, Corrective Action, and Termination for Default) will take effect as provided for in the Notice.

**A14.0 FUNDS AT THE END OF A FUNDING YEAR**

A14.1 **Funds at the End of a Funding Year.** Without limiting any rights of the Province under Article A13.0 (Events of Default, Corrective Action, and Termination for Default) and subject to Article D2.0 (Changes to Annual Allocations), if the Recipient has not spent all of the Funds allocated for a Funding Year as provided for in the Annual Allocation for that year, the Province will allow the Recipient to keep the Funds in the account specified under paragraph A4.1(b) and use the Funds in any subsequent Funding Year, up to the Projects End Date, for any Eligible Project in accordance with the Agreement.

**A15.0 FUNDS UPON PROJECTS END DATE**

A15.1 **Funds Upon Projects End Date.** The Recipient will, upon the Projects End Date, pay to the Province any Funds and interest earned on the Funds remaining in its possession or under its control.

A15.2 **Return of Funds for Incomplete Eligible Project.** The Recipient will, if Funds have been used towards an Eligible Project and the Recipient has not completed the Eligible Project by the Projects End Date, pay to the Province an amount equal to any Funds the Recipient used for that Eligible Project.

**A16.0 DEBT DUE AND PAYMENT**

A16.1 **Payment of Overpayment.** If at any time the Province provides Funds in excess of the amount to which the Recipient is entitled under the Agreement, the Province may:

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

(b) demand that the Recipient pay an amount equal to the excess Funds to the Province.

A16.2 **Debt Due.** If, pursuant to the Agreement:
(a) the Province demands from the Recipient the payment of any Funds or an amount equal to any Funds; or

(b) the Recipient owes any Funds or an amount equal to any Funds to the Province, whether or not the Province has demanded their payment, such Funds or other amount will be deemed to be a debt due and owing to the Province by the Recipient, and the Recipient will pay the amount to the Province immediately, unless the Province directs otherwise.

A16.3 Interest Rate. The Province may charge the Recipient interest on any money owing by the Recipient at the then current interest rate charged by the Province of Ontario on accounts receivable.

A16.4 Payment of Money to Province. The Recipient will pay any money owing to the Province by cheque payable to the “Ontario Minister of Finance” and delivered to the Province as provided for in Schedule “B” (Recipient Information).

A16.5 Fails to Pay. Without limiting the application of section 43 of the Financial Administration Act (Ontario), if the Recipient fails to pay any amount owing under the Agreement, Her Majesty the Queen in right of Ontario may deduct any unpaid amount from any money payable to the Recipient by Her Majesty the Queen in right of Ontario.

A17.0 NOTICE

A17.1 Notice in Writing and Addresses. Notice will be in writing and will be delivered by email, postage-prepaid mail, personal delivery or fax, and will be addressed to the Province and the Recipient respectively as provided for in Schedule “B” (Recipient Information), or as either Party later designates to the other by Notice.

A17.2 Notice Given. Notice will be deemed to have been given:

(a) in the case of postage-prepaid mail, five Business Days after the Notice is mailed; or

(b) in the case of email, personal delivery or fax, one Business Day after the Notice is delivered.

A17.3 Postal Disruption. Despite paragraph A17.2(a), in the event of a postal disruption:

(a) Notice by postage-prepaid mail will not be deemed to be given; and

(b) the Party giving Notice will provide Notice by email, personal delivery or by
A18.0 CONSENT BY PROVINCE AND COMPLIANCE BY RECIPIENT

A18.1 Consent. When the Province provides its consent pursuant to the Agreement, it may impose any terms and conditions on such consent and the Recipient will comply with such terms and conditions.

A19.0 SEVERABILITY OF PROVISIONS

A19.1 Invalidity or Unenforceability of Any Provision. The invalidity or unenforceability of any provision of the Agreement will not affect the validity or enforceability of any other provision of the Agreement. Any invalid or unenforceable provision will be deemed to be severed.

A20.0 WAIVER

A20.1 Waiver Request. Either Party may, in accordance with the Notice provision in Article A17.0 (Notice) ask the other Party to waive an obligation under the Agreement.

A20.2 Waiver Applies. Any waiver a Party grants in response to a request made pursuant to section A20.1 (Waiver Request) will:

(a) be valid only if the Party granting the waiver provides it in writing; and

(b) apply only to the specific obligation referred to in the waiver.

A21.0 INDEPENDENT PARTIES

A21.1 Parties Independent. The Recipient is not an agent, joint venturer, partner or employee of the Province, and the Recipient will not represent itself in any way that might be taken by a reasonable person to suggest that it is, or take any actions that could establish or imply such a relationship.

A22.0 ASSIGNMENT OF AGREEMENT OR FUNDS

A22.1 No Assignment. The Recipient will not, without the prior written consent of the Province, assign any of its rights or obligations under the Agreement.

A22.2 Agreement Binding. All rights and obligations contained in the Agreement will extend to and be binding on the Parties’ respective heirs, executors, administrators, successors and permitted assigns.
A23.0 GOVERNING LAW

A23.1 Governing Law. The Agreement and the rights, obligations and relations of the Parties will be governed by and construed in accordance with the laws of the Province of Ontario and the applicable federal laws of Canada. Any actions or proceedings arising in connection with the Agreement will be conducted in the courts of Ontario, which will have exclusive jurisdiction over such proceedings.

A24.0 FURTHER ASSURANCES

A24.1 Agreement into Effect. The Recipient will provide such further assurances as the Province may request from time to time with respect to any matter to which the Agreement pertains, and will otherwise do or cause to be done all acts or things necessary to implement and carry into effect the terms and conditions of the Agreement to their full extent.

A25.0 JOINT AND SEVERAL LIABILITY

A25.1 Joint and Several Liability. Where the Recipient is comprised of more than one entity, all such entities will be jointly and severally liable to the Province for the fulfillment of the obligations of the Recipient under the Agreement.

A26.0 RIGHTS AND REMEDIES CUMULATIVE

A26.1 Rights and Remedies Cumulative. The rights and remedies of the Province under the Agreement are cumulative and are in addition to, and not in substitution for, any of its rights and remedies provided by law or in equity.

A27.0 FAILURE TO COMPLY WITH OTHER AGREEMENTS

A27.1 Other Agreements. If the Recipient:

(a) has failed to comply with any term, condition or obligation under any other agreement with Her Majesty the Queen in right of Ontario or one of Her agencies (a “Failure”);

(b) has been provided with notice of such Failure in accordance with the requirements of such other agreement;

(c) has, if applicable, failed to rectify such Failure in accordance with the requirements of such other agreement; and

(d) such Failure is continuing,
the Province may suspend the payment of Funds for such period as the Province determines appropriate.

A28.0 SURVIVAL

A28.1 Survival. The following Articles, sections and paragraphs, and all applicable cross-referenced Articles, sections, paragraphs, Schedules, and Sub-schedules, will continue in full force and effect for a period of 7 years from the date of expiry or termination of the Agreement: Articles 1.0 (Entire Agreement), 3.0 (Counterparts), and A1.0 (Interpretation and Definitions) and any other applicable definitions, paragraphs A2.1(a) and A4.2(c), sections A4.6 (Interest), A4.8 (Recipient’s Acknowledgement of Responsibility for Projects), A5.2 (Disposal), A7.1 (Preparation and Submission) (to the extent that the Recipient has not provided the Reports to the satisfaction of the Province), A7.2 (Record Maintenance and Audit), A7.3 (Inspection), A7.4 (Disclosure), A7.5 (No Control of Records), A7.6 (Auditor General), and A7.7 (Calculations), Articles A8.0 (Communications Requirements), and 9.0 (Indemnity), sections A11.2 (Consequences of Termination on Notice by the Province), A12.2 (Consequences of Termination Where No Appropriation or Funds Under the Cap Trade Program), A12.3 (No Additional Funds), and A13.1 (Events of Default), paragraphs A13.2(d), (e), (f), (g) and (h), Articles A15.0 (Funds Upon Projects End Date), A16.0 (Debt Due and Payment), A17.0 (Notice), and A19.0 (Severability of Provisions), section A22.2 (Agreement Binding), Articles A23.0 (Governing Law), A25.0 (Joint and Several Liability), A26.0 (Rights and Remedies Cumulative), and A27.0 (Failure to Comply with Other Agreements), this Article A28.0 (Survival), and Articles 29.0 (Aboriginal Consultation), A30.0 (Partners), and Article A31.0 (Agreements for Use of Land).

A29.0 ABORIGINAL CONSULTATION

A29.1 Aboriginal Consultation Protocol. The Parties agree to be bound by the terms of the Aboriginal Consultation Protocol set out in Schedule “I” (Aboriginal Consultation Protocol).

A29.2 Funding Conditional upon Meeting Aboriginal Consultation Obligations. The Recipient agrees that the funding under the Agreement is conditional upon the Province being satisfied that its obligations with respect to the legal duty to consult and, if applicable, accommodate Aboriginal Communities have been met.

A30.0 PARTNERS
A30.1 **Recipient Representation re. Partner Agreements.** If the Recipient has one or more Partners for any Eligible Project, the Recipient:

(a) warrants that it is entitled to represent each of its Partners, and represents that each Partner has committed itself to undertake all steps necessary to support the Recipient in fulfilling its obligations as specified in the Agreement; and

(b) agrees to bind each of its Partners to the applicable terms and conditions of the Agreement including, without limitation, those listed in section A5.3 (Contract Provisions) through a Partner Agreement.

A30.2 **Copy of Partner Agreement.** The Recipient agrees to make accessible to the Province at all times and, upon the Province’s request, provide the Province with a copy of any Partner Agreement.

A30.3 **Responsibilities of Recipient.** Despite having one or more Partners for any Eligible Project and entering into a Partner Agreement with each of its Partners, the Recipient assumes the sole responsibility towards the Province for the implementation, management and coordination of the entire Eligible Project and the fulfilment of all obligations arising from the Agreement. Accordingly, the Recipient agrees that it bears the financial and legal responsibility for the entire Eligible Project and for each of its Partners. The Recipient will be held liable, in the same way as for its own conduct, if obligations as laid out in the Agreement or in applicable Requirements of Laws are not fulfilled by any of its Partners.

A30.4 **Liability.** Without limiting the requirements of the indemnity and insurance obligations under the Agreement, the Recipient agrees to ensure that each Partner agrees that the Province will not, under any circumstances or for any reason whatsoever, be held liable for damage or injury sustained by the staff or property of the Partner while any of the Eligible Project is being carried out. The Province can therefore not accept any claim for compensation or increases in payment in connection with such damage or injury.

A30.5 **Public Disclosure.** The Recipient will ensure that each Partner agrees to the Province publicly disclosing, in communications concerning any Eligible Project, any of the Recipient’s Partner’s name and address, and the purpose and amount of funds, if any, provided to the Partners.

**A31.0 AGREEMENTS FOR USE OF LAND**

A31.1 **Agreements with Land Owners or Lessees.** If the Recipient does not own the land on which an Eligible Project is located, either in whole or in part, the Recipient agrees to enter into a legally binding agreement with each of the land owners or lessees that sets out the terms and conditions under which the land
owner or lessee, as applicable, agrees to allow the Recipient to use the land for the Project until, at a minimum, 5 years from the Eligible Project start date.

A31.2 Agreements with Lessees. If an agreement described in paragraph (a) is with a lessee, the agreement shall include representations and warranties that the lessee has the right, pursuant to its agreement with the lessor, or has obtained the necessary consent from the lessor to allow the Recipient to use the land for the Project until, at a minimum, 5 years from the Eligible Project start date.

A32.0 CONDITIONS PRECEDENT

A32.1 List of Conditions Precedent. The Province’s funding under the Agreement is conditional upon each of the following conditions precedent being met to the Province’s satisfaction:

(a) on or before the Effective Date and annually thereafter, the Recipient providing the Province with, in form and substance satisfactory to the Province:

(i) a copy of the annual enabling by-law(s) and, if applicable, any council resolution(s) confirming that the council approves each Eligible Project and the Agreement including, without limitation, the Recipient’s contribution under the Agreement, and confirming the authorized representatives of the Recipient for the Agreement;

(ii) if the authorized representatives under paragraph (i) are not the head of council and clerk of the municipality, or it is unclear, in the Province’s opinion, from the by-law(s) and, if applicable, council resolution(s) that the council has approved each Eligible Project and the Agreement, or both, a legal opinion from the Recipient’s legal counsel confirming such authorized representatives and any approval;

(iii) the certificate(s) of insurance or other proof as the Province may request pursuant to section A10.2 (Proof of Insurance); and

(iv) an Annual Declaration of OMCC Participation; and

(b) prior to any Funds being provided to the Recipient:

(i) the necessary information, pursuant to section A4.5 (Interest Bearing Account), to facilitate an electronic funds transfer to an interest bearing account in the name of the Recipient at a Canadian financial institution; and
(ii) written confirmation of the street address at which Projects documents are kept at both the premises of the Recipient and each of the Partners; and

(c) prior to the Recipient using any Funds for an Eligible Project:

(i) written confirmation that the Recipient has entered into a Partner Agreement with each of its Partners, if any, for the Eligible Project;

(ii) if the Recipient does not own the land on which an Eligible Project is located, written confirmation that the Recipient has entered into a legally binding agreement as described in Article A31.0 (Agreements for Use of Land); and

(iii) to the extent that any environmental assessment or any other approval is required for an Eligible Project for which Funds were received, a warranty that the assessment has been completed and the approval has been obtained.

For greater certainty, if the Province provides any Funds to the Recipient prior to any of the conditions set out in this Article A32.0 (Conditions Precedent) having been met, and has not otherwise waived compliance with such condition as set out in Article A20.0 (Waiver), the Province may initiate any one or more of the actions provided for in section A13.2 (Consequences of Events of Default and Corrective Action).

- END OF GENERAL TERMS AND CONDITIONS -
## SCHEDULE “B”
### RECIPIENT INFORMATION

<table>
<thead>
<tr>
<th>Contact information for the purposes of Notice to the Province</th>
<th>Position: Manager, Division Services and Program Management Office</th>
</tr>
</thead>
<tbody>
<tr>
<td>Address: Division Services and Program Management Office Ontario Municipal Commuter Cycling (OMCC) Program Ontario Ministry of Transportation 777 Bay Street, 30th Floor Toronto ON M7A 2J8</td>
<td></td>
</tr>
<tr>
<td>Phone: 1-844-671-7438</td>
<td></td>
</tr>
<tr>
<td>Fax: 416-585-7204</td>
<td></td>
</tr>
<tr>
<td>Email: <a href="mailto:cycling@ontario.ca">cycling@ontario.ca</a></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Contact information for the purposes of Notice to the Recipient</th>
<th>Position: Mr. Bryan Plumstead Manager of Tourism</th>
</tr>
</thead>
<tbody>
<tr>
<td>Address: 595 9th Avenue East Owen Sound, ON N4K 3E3</td>
<td></td>
</tr>
<tr>
<td>Phone: (519) 376-3365</td>
<td></td>
</tr>
<tr>
<td>Mobile: (519) 374-4035</td>
<td></td>
</tr>
<tr>
<td>Email: <a href="mailto:bryan.plumstead@grey.ca">bryan.plumstead@grey.ca</a></td>
<td></td>
</tr>
<tr>
<td>Authorized Representative of the Province for the purpose of sections C3.2 (Amending Agreement for Changes to the Eligible Projects List), D2.2 (Amending Agreement for Changes to Annual Allocations) and F7.2 (Amending Agreement for Changes to the Reporting)</td>
<td>Position: Manager, Division Services and Program Management Office</td>
</tr>
<tr>
<td>---</td>
<td>---</td>
</tr>
<tr>
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</tr>
</tbody>
</table>

<table>
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<tr>
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<th>Position: Mr. Stewart Halliday Warden</th>
</tr>
</thead>
<tbody>
<tr>
<td>Address: 595 9th Avenue East Owen Sound, ON N4K 3E3</td>
<td>Phone: (519) 376-0219 x1225</td>
</tr>
<tr>
<td>Fax: n/a</td>
<td>Email: <a href="mailto:stewart.halliday@grey.ca">stewart.halliday@grey.ca</a></td>
</tr>
</tbody>
</table>
| **Senior Financial Officer of the Recipient** | **Position:** Mr. Kevin Weppler  
Director of Finance |
| **Address:** 595 9th Avenue East  
Owen Sound, ON  N4K 3E3 |
| **Phone:** (519) 376-0219 x1318 |
| **Fax:** (519) 376-7970 |
| **Email:** kevin.weppler@grey.ca |
SCHEDULE “C”
ELIGIBLE PROJECTS LIST AND TIMELINES

C1.0 ELIGIBLE PROJECTS LIST

C1.1 Eligible Project Eligibility Requirements. To be eligible for funding under the OMCC Program and to be considered for approval as an Eligible Project by the Province for the Eligible Projects List, a project must, in addition to being listed in section C1.2 (Eligible Cycling Infrastructure Project Types), meet all of the following requirements:

(a) be primarily for and increase commuter cycling, as opposed to being primarily for recreational or touring, and reduce vehicle trips;

(b) reduce GHGs;

(c) connect to significant trip origins and destinations, in the opinion of the Province, with commuter cycling infrastructure;

(d) have its cycling infrastructure designed in accordance with the guidelines in the Ontario Traffic Manual - Book 18 - Cycling Facilities;

(e) if the Recipient has a population of 15,000 individuals or greater, be identified on a municipal council approved i) cycling plan, or ii) active transportation plan;

(f) be a standalone infrastructure project or an identifiable commuter cycling component of a larger infrastructure project; and

(g) if the project impacts provincial or federal transportation infrastructure, it must have received all necessary prior approvals from the provincial or federal government prior to its implementation.

C1.2 Eligible Cycling Infrastructure Project Types. The following types of commuter cycling infrastructure projects, if they meet the eligibility requirements set out under section C1.1 (Eligible Project Eligibility Requirements), may be approved by the Province for the Eligible Projects List:

- Shared roadway with signed bicycle route;
- Signed bicycle route with paved shoulder;
- Conventional bicycle lane;
- Contraflow bicycle lane;
- Separated bicycle lane (with painted buffer or physical barrier);
- Raised cycle track;
- Bicycle priority street;
- Construction/modification of bridges, tunnels and access ramps for cycling;
- Bike specific signage, signalling and pavement markings;
- Automated bike counters;
- Bicycle-only facility;
- Intersection modification;
- Bike racks or other bike storage;
- Off-road multi-use paths; and
- Any other project the Province may, at its sole discretion, approve.

C1.3 **Projects on the Eligible Projects List.** Subject to a project meeting the requirements set out in section C1.1 (Eligible Project Eligibility Requirements) and any applicable terms and conditions of the Agreement, and being one of the types listed under section C1.2 (Eligible Cycling Infrastructure Project Types), a project listed in Sub-schedule “C.1” (Eligible Projects List) is considered an Eligible Project.

The Recipient is responsible for submitting Eligible Projects that meet any applicable terms and conditions of the Agreement. The Ministry, may, at its sole discretion, approve any or all projects submitted by the Recipient for the Eligible Projects List.

C2.0 **TIMELINES**

C2.1 **Timelines.** The Recipient will complete any Eligible Project it chooses to implement no later than December 30, 2020.

C3.0 **CHANGES TO THE ELIGIBLE PROJECTS**

C3.1 **Changes to the Eligible Projects List.** Subject to Section C3.2 (Amending Agreement for Changes to the Eligible Projects List) and unless the Province agrees otherwise, the Recipient can request changes to the Eligible Projects List:

(a) in the case of the first Funding Year, by February 1, 2018; and

(b) in the case of Funding Years subsequent to the first Funding Year, by May 1 and October 1.

C3.2 **Amending Agreement for Changes to the Eligible Projects List.** Any change made to the Eligible Projects List, pursuant to section C3.1 (Changes to the Eligible Projects List), must be documented through a written agreement executed as set out in section 4.3 (Execution of Amending Agreements - Exceptions).
### Grey County Cycling and Trails Master Plan

Grey County’s existing Transportation Master Plan provides several recommendations to further develop and integrate active transportation, including cycling, within the County transportation system.

The proposed OMCC project is to focus on developing a cycling plan and to incorporate the outcomes of a ‘Recreational Trails Strategy’ currently underway into a regional Cycling and Trails Master Plan. This plan would provide direction for future investment in cycling and active transportation infrastructure and also identify commuter cycling use and opportunities within Grey County.

<table>
<thead>
<tr>
<th>Eligible Project Title</th>
<th>Eligible Project Description</th>
<th>Project Location</th>
<th>Project Type</th>
<th>Potential Start Date</th>
<th>Potential Completion Date</th>
<th>Potential Commuter Ridership of Completed Eligible Project</th>
<th>Commuter or Frequent Cycling Benefits</th>
</tr>
</thead>
</table>
| Grey County Cycling and Trails Master Plan | Grey County’s existing Transportation Master Plan provides several recommendations to further develop and integrate active transportation, including cycling, within the County transportation system. The proposed OMCC project is to focus on developing a cycling plan and to incorporate the outcomes of a ‘Recreational Trails Strategy’ currently underway into a regional Cycling and Trails Master Plan. This plan would provide direction for future investment in cycling and active transportation infrastructure and also identify commuter cycling use and opportunities within Grey County. | Grey County | Council-approved Cycling Plan | 01-Jan-8 | 31-Dec-18 | Grey County has tracked significant cycling activity through a license with the popular app STRAVA, however, the commuter portion of that traffic is unknown. Accurate measurement of cycling activity, including commuter cycling, will be a focus within the cycling portion of the Cycling and Trails Master Plan. | Improved Cycling Networks: Networks are to be identified and prioritized in the cycling portion of the Cycling and Trails Master Plan. Safer Cycling: Grey County has significant cycling activity in both urban and rural areas; improving cycling safety through improved infrastructure is a high priority. The 1.25 m paved shoulders, separated from the traffic lanes by a continuous white pavement line, will create a safer cycling environment. Additional Commuter Cycling Infrastructure: The type and location of infrastructure is to be identified and prioritized in the cycling portion of the Cycling and Trails Master Plan. Current and anticipated infrastructure includes:
- shared roadway with signed bicycle routes
- delineated paved shoulders
- cycling specific signage, signaling and pavement markings
- multi-use trials and paths
- cycling counters |
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</table>
| Grey Road 9 (asphalt paving and shoulder widening) | This 3.04 km section of Grey Road 9 has experienced increased traffic volumes caused by rapid development in the Village of Dundalk. In 2017, Grey County completed asphalt patching to bring the existing surface into a better state of repair. In 2018, Grey County will be paving a new asphalt surface which will include 1.25 m wide paved shoulders. The paved shoulders will be of sufficient structure to benefit all non-powered forms of commuting, (cycling, pedestrians, horse drawn vehicle). The Dundalk industrial park has shown increased activity and the surrounding rural population may find job opportunities and utilize Grey Road 9 to commute to Dundalk. This route is heavily used by Mennonite children travelling to the Dundalk and Proton elementary school located on Young Street in Dundalk. At a minimum, it appears rural Mennonite children ride bicycles (some walk) to school during September, October, April, May and June. | Grey Road 9, From Grey Road 8 east to Ida St. Village of Dundalk. | Council-approved Cycling Plan | May-18 | Sep-18 | Dundalk continues to develop rapidly and is becoming a larger central service area. There is a large Mennonite population in the area whose members travel exclusively by horse drawn vehicles and bicycles. | Improved Cycling Networks: Networks are to be identified and prioritized in the cycling portion of the Cycling and Trails Master Plan. Safer Cycling: Grey County has significant cycling activity in both urban and rural areas; improving cycling safety through improved infrastructure is a high priority. The 1.25 m paved shoulders, separated from the traffic lanes by a continuous white pavement line, will create a safer cycling environment. Additional Commuter Cycling Infrastructure: The type and location of infrastructure is to be identified and prioritized in the cycling portion of the Cycling and Trails Master Plan. Current and anticipated infrastructure includes:  
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<table>
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<tr>
<td>Grey Road 10 (Urban Reconstruction)</td>
<td>This 605m section of Grey Road 10 (7th Avenue) is an urban section within the Town of Hanover. Additional 1.2m paved shoulders per side will create a safer and more convenient commute for cyclists. The north limit of the project intersects with a multi-use rail-trail which is utilized by cyclists approaching Grey Road 10 (the main north-south corridor) from the east or west of Hanover. The road will also have sidewalks paid for by the Town of Hanover.</td>
<td>Grey Road 10 From 12th St. to 16th St. Town of Hanover</td>
<td>Council-approved Cycling Plan</td>
<td>May-18</td>
<td>Aug-18</td>
<td>This road is a busy urban thoroughfare. The proximity to major local employers; Parrish and Heimbecker (P&amp;H), and New Life Mills, makes this route well utilized by commuters.</td>
<td>Improved Cycling Networks: Networks are to be identified and prioritized in the cycling portion of the Cycling and Trails Master Plan. Safer Cycling: Grey County has significant cycling activity in both urban and rural areas; improving cycling safety through improved infrastructure is a high priority. The 1.25 m paved shoulders, separated from the traffic lanes by a continuous white pavement line, will create a safer cycling environment. Additional Commuter Cycling Infrastructure: The type and location of infrastructure is to be identified and prioritized in the cycling portion of the Cycling and Trails Master Plan. Current and anticipated infrastructure includes: - shared roadway with signed bicycle routes - delineated paved shoulders - cycling specific signage, signalling and pavement markings - multi-use trails and paths - cycling counters</td>
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<tr>
<td>Grey Road 40 (asphalt resurfacing and shoulder paving)</td>
<td>This 2.7km section of road is directly west of the Hamlet of Desboro. In 2018, Grey County will be paving a new asphalt surface which will include 1.25 m wide paved shoulders. The paved shoulders will be of sufficient structure to benefit all non-powered forms of commuting, (cycling, pedestrians, horse drawn vehicle). Proposed work will increase safety for all travelling public commuting to Desboro.</td>
<td>Grey Road 40 From Grey Road 3 to Grey the Hamlet of Desboro Township of Chatsworth</td>
<td>Council-approved Cycling Plan</td>
<td>May-18</td>
<td>Aug-18</td>
<td>A large Mennonite population exists in the area as well as an elementary school, seed co-op, arena and ball diamond. Rural children approaching from the west of Desboro utilize Grey Road 40 to get to the Sullivan elementary School in Desboro.</td>
<td>Improved Cycling Networks: To Be Identified and prioritized in the Cycling portion of the Master Plan. Safer Cycling: Grey County has significant cycling activity in both urban and rural areas; improving cycling safety is a high priority. The 1.25 m paved shoulders, separated from the traffic lanes by a continuous white pavement line, will create a safer cycling environment. Additional Commuter Cycling Infrastructure: The type and location of infrastructure is to be identified and prioritized in the cycling Portion of the Cycling and Trails Master Plan. Current and anticipated infrastructure includes: • shared roadway with signed bicycle routes • delineated paved shoulders • cycling specific signage, signalling and pavement markings • multi-use trials and paths • cycling counters</td>
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</table>
| Grey Road 17 (reconstruction, asphalt resurfacing and shoulder paving) | This 10.4 km section of road is directly west of the Hamlet of Wolseley. This route has been on the paved shoulder policy for many years. In 2018, Grey County will be reconstructing curves to improve driver safety and paving a new asphalt surface which will include 1.25 m wide paved shoulders. The paved shoulders will be of sufficient structure to benefit all non-powered forms of commuting, (cycling, pedestrians, horse drawn vehicle). Proposed work will increase safety for all travelling public commuting to Desboro. | Grey Road 17 from Highway 6 to the Hamlet of Wolseley Township of Georgian Bluffs | Council-approved Cycling Plan | May-18 | Oct-18 | This is an available commuter and recreational cycling route between Wiarton and Owen Sound and is the most direct alternative route between Owen Sound and Wiarton. Highway 6, the main corridor between Wiarton and Owen Sound, does not have paved shoulders or bike lanes. | Improved Cycling Networks: Continue the development of a paved shoulder route from Wiarton to Owen Sound. Currently 17% of this route has paved shoulders and completion of this project will bring the total to 55%. Safer Cycling: The 1.25 m paved shoulders, separated from the traffic lanes by a continuous white pavement line, will create a safer cycling environment. More Commuter Cycling Infrastructure: The existing travel lanes are 3.5m wide. The new traffic lanes will be 3.5m wide with 1.25 m wide paved shoulders. The type and location of infrastructure is to be identified and prioritized in the cycling portion of the Cycling and Trails Master Plan. Current and anticipated infrastructure includes:  
  • shared roadway with signed bicycle routes  
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</tr>
</thead>
<tbody>
<tr>
<td>Grey Road 15</td>
<td>This 5.4 km section of Grey Road 15 is the primary transportation route from the east side of Georgian Bay into Owen Sound. The project will consist of a mix of asphalt paved rural, semi-urban, and urban treatments including a 1.25 m paved shoulder. The paved shoulders will be of sufficient structure to benefit all non-powered forms of commuting, (cycling, pedestrians, horse drawn vehicle). Proposed work will increase safety for all travelling public commuting to Desboro.</td>
<td>Grey Road 15 From the Hamlet of Annan to 3rd Ave East in the City of Owen Sound Municipality of Meaford</td>
<td>Council-approved Cycling Plan</td>
<td>Apr-19</td>
<td>Oct-19</td>
<td>Residents living in Leith, Annan or on the shoreline would utilize this route to commute into Owen Sound; particularly to the industrial park or the built up commercial regions of 16th St E (Hwy 26) via the south end of the project.</td>
<td>Improved Cycling Networks: The project will completes paved shoulders into Owen Sound industrial park from the eastern shoreline of Georgian Bay. This route is also included in the Great Lakes Waterfront Trail. Safer Cycling: Grey County has significant cycling activity in both urban and rural areas; improving cycling safety is a high priority. The 1.25 m paved shoulders will create a safer cycling environment. More Commuter Cycling Infrastructure: The existing travel lanes are 3.5m wide. The new traffic lanes will be 3.5m wide with 1.25 m wide paved shoulders. The type and location of infrastructure is to be identified and prioritized in the cycling Portion of the Cycling and Trails Master Plan. Current and anticipated infrastructure includes:  • shared roadway with signed bicycle routes  • delineated paved shoulders  • cycling specific signage, signalling and pavement markings  • multi-use trials and paths  • cycling counters</td>
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</tr>
<tr>
<td>Grey County Bike Counters</td>
<td>The County will purchase 4 bicycle counters which will be deployed at strategic locations to count cyclist activity. The counters can be moved to allow counts at different locations over the next few years with pre and post-construction counts to be collected and analyzed for OMCC funded projects.</td>
<td>Grey County</td>
<td>New cycling counters to assist in planning and data collection.</td>
<td>May-18</td>
<td>Oct-20</td>
<td>Cycling counters will provide more accurate counts of commuter cycling activity in Grey County and track trends over the next few years.</td>
<td>Cycling counters will provide more accurate counts of commuter cycling activity in Grey County.</td>
</tr>
</tbody>
</table>
SCHEDULE “D”
DESCRIPTION OF ANNUAL ALLOCATIONS

D1.0 ANNUAL ALLOCATIONS

D1.1 Annual Declaration of OMCC Participation. The Recipient will provide to the Province, on or before the Effective Date and annually thereafter, regardless of whether or not the Recipient chooses to participate in the OMCC Program in any Funding Year, an Annual Declaration of OMCC Participation in the form set out in Sub-schedule “D.2” (Form of Annual Declaration of OMCC Participation).

D1.2 Province’s Review and Approval of Annual Declaration of OMCC Participation. Upon receipt, the Province will review the Annual Declaration of OMCC Participation, together with any other declarations, reports or documents received from the Recipient pursuant to the Agreement, and may take one of the following actions: 1) approve it; 2) request for it to be modified and resubmitted for approval; or 3) refuse to approve it. Upon approval, at the Province’s sole discretion, Sub-schedule “D.1” (Table of Annual Allocations) will be amended and the Table of Annual Allocations deleted and replaced with a new table to capture any required changes.

D1.3 Annual Allocation Maximum Amount. The Annual Allocation in any Funding Year will be up to the amount set out in the updated Table of Annual Allocations, pursuant to section D1.2 (Province’s Review and Approval of Annual Declaration of OMCC Participation), for that Funding Year.

D2.0 CHANGES TO ANNUAL ALLOCATIONS

D2.1 Changes to Annual Allocations. Subject to section D2.2 (Amending Agreement for Changes to Annual Allocations), the Parties agree that changes including, without limitation, the deletion and replacement of the Table of Annual Allocations in Sub-schedule “D.1” (Table of Annual Allocations) on a yearly basis pursuant to section D1.2 (Province’s Review and Approval of Annual Declaration of OMCC Participation) will be made to the Annual Allocations.

D2.2 Amending Agreement for Changes to Annual Allocations. Any change made to the Annual Allocations, pursuant to section D2.1 (Changes to Annual Allocations), must be documented through a written agreement executed as set out in section 4.3 (Execution of Amending Agreements - Exceptions).
# SUB-SCHEDULE “D.1”
## TABLE OF ANNUAL ALLOCATIONS

<table>
<thead>
<tr>
<th>FUNDING YEAR</th>
<th>PARTICIPATION IN THE OMCC PROGRAM FOR THE FUNDING YEAR (YES/NO)</th>
<th>ANNUAL ALLOCATION FOR THE PROJECTS</th>
<th>RECIPIENT CONTRIBUTION</th>
<th>OTHER FINANCIAL CONTRIBUTION</th>
</tr>
</thead>
<tbody>
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<td>2017-2018</td>
<td>Yes</td>
<td>$530,651.55</td>
<td>$978,508.00</td>
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<td>2018-2019</td>
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<td>2019-2020</td>
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<td>2020-2021</td>
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<tr>
<td>TOTAL</td>
<td></td>
<td>$530,651.55</td>
<td>$978,508.00</td>
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SUB-SCHEDULE “D.2”
FORM OF ANNUAL DECLARATION OF OMCC PARTICIPATION

ANNUAL DECLARATION OF OMCC PARTICIPATION

TO: Transportation Policy Branch
Ontario Ministry of Transportation
777 Bay Street, 30th Floor
Toronto, ON M7A 2J8
Telephone: 1-844-671-7438
Facsimile: (416) 585-7204
E-mail: cycling@ontario.ca

FROM: Name/Title: [Enter the name and title of the authorized representative of the Recipient.]
Address: [Enter the address of the authorized representative of the Recipient.]
Telephone: [Enter the telephone number of the authorized representative of the Recipient.]
Facsimile: [Enter the facsimile number of the authorized representative of the Recipient.]
Email: [Enter the email address of the authorized representative of the Recipient.]

RE: Ontario Municipal Commuter Cycling Program (“OMCC Program”) - Annual Declaration of OMCC Participation

In the matter of the Ontario Municipal Commuter Cycling (OMCC) Program Transfer Payment Agreement entered into between Her Majesty the Queen in right of Ontario, represented by the Minister of Transportation for the Province of Ontario, and the [Enter the legal name of the municipality.] (the “Recipient”), on ________________, _____ (the “Agreement”).

I, ____________________ [Enter the name and title of the authorized representative of the Recipient listed in Schedule “B” (Recipient Information).], having made such inquiries as I have deemed necessary for this declaration, hereby certify that to the best of my knowledge, information and belief:

1. The Recipient will participate in the OMCC Program for the [Enter the Funding Year.] and requests funding for each of the projects listed in this declaration.
2. The Recipient has a population, as indicated in the applicable box at the end of each of the following statements:

   a) of 15,000 individuals or greater.

      □ yes    □ no

   b) less than 15,000 individuals.

      □ yes    □ no

3. The Recipient, as indicated in the applicable box at the end of each of the following statements:

   a) has a municipal council approved cycling plan, a copy of which can be accessed at [Enter the link.] or is attached to this declaration, or both, and all the projects listed in this declaration for consideration for OMCC funding are supported by this plan.

      □ yes    □ no

   b) if the Recipient’s answer under a) above is no, will develop a cycling plan. Once the municipal council has approved the plan, the Recipient will submit a copy of it to the Province. The Recipient will then also provide to the Province a list of projects supported by the plan for the Province’s consideration for OMCC funding.

      □ yes    □ no

4. If the Recipient has a population of 15,000 individuals or greater, the Recipient has not and will not use OMCC Funds for any project until the municipal council has approved the cycling plan under which the project is supported, and the Province has approved and added the project on the Eligible Projects List.

5. The Recipient is submitting the following projects for the Province’s consideration for OMCC funding for the [Enter the Funding Year.]:
<table>
<thead>
<tr>
<th>PROJECT TITLE</th>
<th>PROJECT LOCATION AND LENGTH</th>
<th>POTENTIAL START DATE</th>
<th>POTENTIAL COMPLETION DATE</th>
<th>CURRENT ESTIMATED WEEKDAY RIDERSHIP IN PROJECT AREA</th>
<th>POTENTIAL COMMUTER RIDERSHIP OF COMPLETED PROJECT</th>
<th>COMMUTER OR FREQUENT CYCLING BENEFITS</th>
<th>MAJOR ORIGIN/DESTINATION</th>
<th>POTENTIAL VEHICLE TRIP REDUCTION</th>
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</tbody>
</table>

Declared at ______________ (city), in the Province of Ontario, this ________ day of ______________, 20_____.

(Signatures)

__________________________________________          ________________________________
Name:                                                                                     Witness Name:

Title:                                                                                     Title:
SCHEDULE “E”
ELIGIBLE AND INELIGIBLE COSTS

E1.0 DEFINITION

E1.1 Definition. For the purposes of this Schedule “E” (Eligible and Ineligible Costs):

“Eligible Costs Date of Effect” means:

(a) the Effective Date; or

(b) in the case of the 2017-18 Funding Year for Eligible Projects included in applications submitted by September 8, 2017, May 30, 2017.

E2.0 ELIGIBLE COSTS

E2.1 Eligible Costs Date of Effect. Eligible Costs can begin to accrue as of the Eligible Costs Date of Effect.

E2.2 Scope of Eligible Costs. Eligible Costs are the direct capital costs which are, in the Province’s opinion, properly and reasonably incurred and paid by the Recipient for the design and construction of an Eligible Project. Eligible Costs include, unless the Province otherwise provides in writing, only the following capital costs that are directly attributable to the commuter cycling component of the Eligible Project:

(a) municipal council approved initial cycling plan and any update to the initial plan, up to a maximum of 80% of the total Funds to be provided under the Agreement towards the Eligible Costs of the Projects;

(b) municipal council approved active transportation plan, up to a maximum of 80% of the total Funds to be provided under the Agreement towards the Eligible Costs of the Projects;

(c) design and engineering;

(d) materials to construct an Eligible Project;

(e) labour to construct an Eligible Project; and

(f) costs not listed in paragraphs E2.2 (a), (b), (c), (d) and (e) that the Province considers necessary for the successful implementation of an Eligible Project and which have received the prior written approval of the Province.
E3.0 INELIGIBLE COSTS

E3.1 Scope of Ineligible Costs. Unless a cost is considered an Eligible Cost pursuant to Article E2.0 (Eligible Costs), all other costs will be considered an Ineligible Cost. Without limitation, indirect costs listed in section E3.2 (Indirect Costs), the costs that are over and above the OMCC Program scope listed in section E3.3 (Costs Above Projects Scope), and the following costs will be considered, at the sole discretion of the Province, Ineligible Costs:

(a) planning costs;
(b) data collection;
(c) tourism cycling infrastructure;
(d) recreation cycling infrastructure;
(e) low frequency cycling infrastructure;
(f) multi-use infrastructure, unless it is primarily for commuter cycling and not primarily for other cycling, active transportation or other modes of transportation;
(g) planning;
(h) property acquisition, property costs, ancillary property acquisition costs and any interest in land;
(i) administration/overhead by the Recipient, municipal staff and municipal project management;
(j) legal;
(k) maintenance or minor capital improvements to existing commuter cycling infrastructure;
(l) landscaping;
(m) maintenance work;
(n) roadway works (if constructed at the same time as the Eligible Project, only the Eligible Project’s Eligible Costs will be funded);
(o) operational costs;
(p) data collection required for the Usage Data Report;
(q) communications events, including educational or promotional signage;
(r) roadway lighting not specifically for commuter cycling infrastructure;
(s) end of route or in-route support facilities, including but not limited to showers, change rooms, benches for resting;
(t) data collection (other than capital costs associated with purchasing automatic bicycle counters) costs;
(u) Recipient’s regular business costs;
(v) environmental assessment and other approval costs;
(w) storage costs for projects which extend for more than one year;
(x) financing charges;
(y) pedestrian-only or motor vehicle infrastructure;
(z) GIS mapping;
(aa) in-kind contributions, including labour and materials;
(bb) work initiated prior to May 30, 2017;
(cc) non-commuter cycling infrastructure or other works located on or adjacent to the Eligible Project that is part of an Eligible Project;
(dd) addition/modification of roadways, intersections or turning lanes for motor vehicles and that are not part of an Eligible Project;
(ee) infrastructure additions/modifications that do not increase commuter cycling (e.g., decorative lighting and paving); and
(ff) any other costs which are not specifically listed as Eligible Costs in section E2.2 (Scope of Eligible Costs) and which, in the opinion of the Province, are considered to be ineligible.

E3.2 **Indirect Costs.** Without limitation, the following indirect costs are Ineligible Costs and are not eligible for funding under the OMCC Program:

(a) applying for provincial funding;
(b) OMCC Program evaluation and audit, unless otherwise explicitly set out in the Agreement;
(c) office space in a facility, including a maintenance and storage facility;
(d) obtaining necessary approvals, licenses or permits where the Recipient is the entity providing the approval, license or permit;
(e) costs associated with planning studies and project planning, other than those specified in the Eligible Projects List, including the Recipient’s Official Plan and Transportation Master Plan;
(f) salaries and other employment benefits of any employees, overhead costs as well as other direct or indirect operating or administrative costs of the Recipient, and more specifically these costs as related to planning, engineering, architecture, supervision, management and other services provided by the Recipient’s permanent staff and funded under the Recipient’s operating budget;
(g) any activities that are part of the regular operation and maintenance of municipal assets, including operation and maintenance costs related to the Projects;
(h) carrying costs incurred on the funding share of any funding partner;
(i) municipal staff travel;
(j) litigation costs, including any litigation costs, incurred by the Recipient in proceedings against the Province or the Recipient;
(k) costs not expressly approved by the Province; and
(l) refundable portion of the Harmonized Sales Tax (HST) or other taxes and fees.

E3.3. **Costs Above Projects Scope.** The Province will not fund expenditures related to activities undertaken as part of the Projects that are over and above the scope
of the Projects on the Eligible Projects List. These costs include, but are not limited to:

(a) upgrading municipal services and utilities;
(b) relocating municipal services and utilities unless specifically required for the Eligible Project;
(c) upgrades to materials beyond pre-existing municipal standards; and
(d) costs for Eligible Projects not completed by December 30, 2020.
SCHEDULE “F”
REPORTING AND EVALUATION

F1.0 ANNUAL FINANCIAL REPORTS

F1.1 Annual Financial Reports. Unless the Province otherwise specifies in writing to the Recipient, the Recipient will submit to the Province an Annual Financial Report, in the form provided in section F5.3 (Form of Annual Financial Reports), on or before January 28 of each Funding Year. The Annual Financial Report will:

(a) be certified by the senior financial officer of the Recipient listed in Schedule “B” (Recipient Information), and identify any actual or potential financial issues in carrying out any of Eligible Projects, and corresponding mitigating strategies;

(b) account for all Eligible Costs incurred for each Eligible Project completed or in the process of being completed, and include appropriate confirmation that the Recipient has provided its 20% share of Eligible Costs for each Eligible Project;

(c) declare any interest earned on the Funds and the use of that interest for the implementation of any Eligible Project; and

(d) include, if required pursuant to section I3.1 (Requirements for Aboriginal Consultation Record), an Aboriginal Consultation Record and any update to it.

F2.0 ANNUAL IMPLEMENTATION REPORTS

F2.1 Annual Implementation Reports. Unless the Province specifies otherwise in writing to the Recipient, the Recipient will submit to the Province an Annual Implementation Report, in the form provided in section F5.2 (Form of Annual Implementation Reports and Final Report) certified by the senior financial officer of the Recipient identified in Schedule “B” (Recipient Information) and a professional engineer, identifying any actual or potential project, its current status and implementation issues in carrying out any Eligible Project and corresponding mitigating strategies, on or before January 28 in each Funding Year.

F2.2 Annual Eligible Projects Declaration. The Recipient will submit, together with each Annual Implementation Report, an Annual Eligible Projects Declaration in accordance with Article J3.0 (Annual Eligible Projects Declaration).

F3.0 FINAL REPORT
F3.1 **Final Report.** Unless the Province otherwise specifies in writing to the Recipient, the Recipient will submit to the Province a Final Report, in the form provided in section F5.2 (Form of Annual Implementation Reports and Final Report), on or before February 28, 2021.

F3.2 **Aboriginal Consultation Reporting.** The Final Report will also include, if required pursuant to section I3.1 (Requirements for Aboriginal Consultation Record), an Aboriginal Consultation Record, as defined in section I1.1 (Definitions), and any update to it.

F4.0 **USAGE DATA REPORTING**

F4.1 **Completion of post-project Evaluation.**

(a) Unless the Province otherwise agrees, at its sole discretion and in writing, the Recipient agrees to conduct a post-project evaluation of each Eligible Project for the first 24 months after each Eligible Project is opened for use.

(b) The purpose of the post-project evaluations in paragraph (a) is to assist the Province in assessing the increase in commuter cycling resulting from each Eligible Project and the resultant GHG benefits.

F4.2 **Usage Data Reports.**

(a) An Eligible Projects Usage Data Report will be submitted after each Eligible Project within 30 days of completing the required counts.

(b) The Recipient will submit to the Province a Final Usage Data Report that summarizes all Eligible Projects Usage Data Reports no later than 60 days after March 31, 2023. Despite the above, if all of the data collection requirements in the Agreement have been met, the Recipient can submit the Final Usage Data Report earlier.

(c) The Recipient will, in accordance with section F4.3 (Required Counts for an Eligible Projects Usage Data Report) and for the purpose of the Usage Data Reports, count the number of cyclists using the infrastructure built for each Eligible Project.

(d) For each collection period, the Recipient will specify the day of the week, date and time of day the count was conducted, as well as the weather conditions at the time of the count.

(e) The Recipient must submit two Eligible Projects Usage Data Report for each Eligible Project, one for first 12 months of operation and one for the
second 12 months of operation.

(f) If the Recipient already has an established counting program, the Recipient can use it and submit extra data.

F4.3 **Required Counts for an Eligible Projects Usage Data Report.** The Recipient will collect the data for an Eligible Projects Usage Data Report using the following counting methods:

**Automated Counters (Permanent and Portable)**

(a) If automated counters are installed for any Eligible Project, the Recipient will collect data for that Eligible Project using the automated counters.

(b) The Recipient will collect data, under (a) above, on a 24-hour daily continuous basis for the timeframes specified in F4.4 (Data Collection Timeframe).

**Manual Counts**

If manual counts are carried out for a completed Eligible Project, the Recipient agrees to complete 3 counts in the same month for the timeframes specified in F4.4 (Data Collection Timeframe) as follows:

(a) one count on a Tuesday, Wednesday or Thursday between 07:00 and 10:00;

(b) a second count on the Tuesday, Wednesday or Thursday used for paragraph F4.3(a) for any two consecutive hours between 15:00 and 19:00; and

(c) a third count on the Saturday preceding or following the counts in paragraphs F4.3(a) and (b) between 12:00 and 14:00.

F4.4 **Data Collection Timeframe.** The Recipient will collect data for the Usage Data Report after Substantial Completion of each Eligible Project. The Recipient will submit an Eligible Projects Usage Data Report for that Eligible Project to the Province.

**Automated Counters (Permanent and Portable)**

(a) Recipients with automated counters will collect data for 24 consecutive months after an Eligible Project is opened for use, and aggregate those data as directed by the Province.

(b) Recipients with permanent automated counters on the site of an Eligible
Project will collect data continuously for the first 24 months.

(c) Recipients with portable automated counters, whether purchased with Funds or not, will collect data continuously 24 hours per day for seven consecutive days, twice in the first 12 months of operation at least five months apart, and twice in the second 12 months of operation at least five months apart.

**Manual Counts**

(a) The Recipient will collect data as follows:

(i) If the Recipient’s population is less than 15,000 individuals, the Recipient will collect data in September and May or July of each year for 24 months.

(ii) If the Recipient’s population is 15,000 individuals or greater, the Recipient will collect data once per season (4 times per year) for 24 months.

**F4.5 Costs.** The Recipient will be responsible for its own costs in relation to the data collection, and the preparation and submission of the Usage Data Report.

**F5.0 ADMINISTRATIVE PROCEDURE AND FORM**

**F5.1 Administrative Procedures.** The Recipient will, when submitting Reports, follow the administrative procedures specified by the Province.

**F5.2 Form of Annual Implementation Reports and Final Report.** The Annual Implementation Reports and Final Report will be in a form satisfactory to the Province and will include all of the following:

(a) a detailed description and status of work for each Eligible Project, whether under development or completed, for which Funds will be or have been used, including photographs;

(b) projected completed date of each Eligible Project under construction or for which Funds are projected to be used to complete the Eligible Project by December 30, 2020;

(c) how the communications requirements set out in Schedule “G” (Communications Protocol) have been implemented or applied in the Funding Year;

(d) copies of certificates of Substantial Completion for each Eligible Project;
(e) a warrant for each Eligible Project that any required approval including, without limitation, land approval has been obtained and complied with;

(f) details of how the objectives of the Province have been met;

(g) if required pursuant to section I3.1 (Requirements for Aboriginal Consultation Record), an Aboriginal Consultation Record, as defined in section I1.1 (Definitions), and any update to it; and

(h) any other information respecting the Projects the Province may, at its sole discretion, request.

F5.3 Form of Annual Financial Report. The Annual Financial Report will be in a form satisfactory to the Province and will include all of the following:

(a) the Funds spent on each Eligible Project;

(b) Eligible Costs of each Eligible Project;

(c) funding provided by the Recipient and received from third party sources for each Eligible Project;

(d) the amount of Funds in the interest bearing account at the beginning and end of each Funding Year;

(e) the interest earned on the Funds and the use of the interest for the Eligible Costs of Eligible Projects;

(f) Funds remaining in the interest bearing account by December 30, 2020; and

(g) details on how the Province's interests, with respect to climate change by reducing vehicle trips and GHGs through increased commuter cycling, have been met.

F6.0 PUBLIC DOCUMENTS

F6.1 Public Documents. The Recipient acknowledges and agrees that the Reports and any other report will be public documents.

F7.0 CHANGES TO REPORTING
F7.1 **Changes to the Reporting.** Subject to section F7.2 (Amending Agreement for Changes to the Reporting), the Parties agree that changes, as determined by the Province at its sole discretion, may be made to the reporting.

F7.2 **Amending Agreement for Changes to the Reporting.** Any change made to the reporting, pursuant to section F7.1 (Changes to the Reporting), must be documented through a written agreement executed as set out in section 4.3 (Execution of Amending Agreements - Exceptions).
SCHEDULE “G”
COMMUNICATIONS PROTOCOL

G1.0 PURPOSE

G1.1 **Purpose.** This Schedule “G” (Communications Protocol) describes the Recipient’s responsibilities and financial obligations involved in communications activities and products to recognize the contributions of the Government of Ontario and the Recipient.

G2.0 GENERAL PRINCIPLES

G2.1 **Promotion.** The Recipient must promote each Eligible Project when opened for use by cyclists through communications activities and products as being funded by the province through Climate Action Plan funding. The Recipient must also promote that each Eligible Project’s purpose is to support GHG reduction by supporting increase commuter cycling.

G2.2 **Joint Communications.** The Recipient agrees to obtain the Province approval for all communications products and to undertake joint communications activities and collaborate on products to ensure open, effective, and proactive communications.

G2.3 **Recognition and Prominence.** Unless the Province specifies otherwise, the financial contribution of the Province will receive equal recognition and prominence in any Eligible Project related communications, including when logos, symbols, flags, and other types of identification are incorporated into events signs.

G2.4 **Announcements and Ceremonies.** All announcements and ceremonies will be organized jointly with equal participation from the Recipient and the Province.

G2.5 **Electronic Media.** All communications through electronic media such as web sites or management information systems are subject to the terms and conditions of this Schedule “G” (Communications Protocol).

G2.6 **Communications Protocol and Other Requirements.** All events and signage will follow the communications protocols set out in this Schedule “G” (Communications Protocol) and any other requirements that may be specified by the Province from time to time.

G.2.7 **Approval of Province.** All communications must reference the Government of Ontario and must be submitted a minimum of 15 days in advance and approved by the Province prior to release.
G3.0 PROJECT COMMUNICATIONS

G3.1 General. All written communications concerning the Agreement and any Eligible Project will be prepared in a manner that supports the communications objectives and branding of each Party to the Agreement.

G3.2 Provincial Funding Statement. All public information material made by the Recipient concerning the Agreement and any Eligible Projects will clearly indicate that the Eligible Project is partially funded by the Government of Ontario.

G3.3 Project Promotion.

(a) The Recipient is responsible for the promotion and its activities and objectives within their jurisdiction. The Recipient will provide for each Eligible Project, as appropriate, project communications such as: a project website, print, audiovisual and other communications about the Eligible Project as it proceeds. The Recipient will inform the Province of any such promotional communication a minimum of 15 days before it takes place. The Recipient will also ensure appropriate recognition of the Province’s contribution in annual reports, speeches or other opportunities, as appropriate.

(b) The Recipient is solely responsible for operational communications including calls for tender, construction, design, property, emergency and public safety notices.

(c) The Recipient will share information promptly with the Province on significant emerging media and stakeholder issues concerning the Agreement and any Eligible Project. The Province will advise the Recipient, where appropriate, about media inquiries.

(d) The Recipient and the Province reserve the right to refer to the Funding provided in their own separate, and non-OMCC Program specific communications. Each commits to acknowledging the other’s involvement in the OMCC Program.

(e) The Recipient will provide, whenever possible, professional quality audiovisual material about each Eligible Project to the Province to support wider communications about the provincial funding.

G4.0 COMMUNICATING WITH THE PUBLIC

G4.1 General.

(a) The Recipient will provide Notice to and consult with the Province, a
minimum of 15 days in advance, about all proposed news releases, new media communications activities, or public announcements relating to any Eligible Project. This is to provide the Province with sufficient notice of key communications and, if the Province so desires, the time that is necessary to determine a course of action, line up principals and prepare joint material. Notwithstanding the advance Notice requirement, the Province will not unreasonably withhold its consent if the Recipient must issue a news release or public announcement in less than 15 days due to unforeseeable circumstances, including matters of public safety or the need for emergency response.

(b) The Recipient will advise the Province regularly of upcoming public events or community relations activities relating to the Agreement. The Recipient commits to acknowledging the Province’s involvement.

(c) The Province will monitor the Recipient’s performance with respect to the communications provisions of the Agreement and order appropriate remedies, as it sees fit, where deficiencies are found.

(d) In the event of an election call that affects a riding that a completed Eligible Project is located in, whether federal, provincial or municipal, no public announcements will be permitted. For clarification, this does not include announcements and communications made under paragraph G3.3(b).

G4.2 **Signing of the Agreement.** The Recipient and the Province may issue a joint news release when the Agreement is signed. The Recipient and the Province agree to hold, where appropriate, an official ceremony on this occasion.

G4.3 **Public Information Kits.** The Recipient and the Province may develop joint information kits, brochures, public reports, new media products, and web site material to inform the public about the OMCC Program and any Eligible Project. Such material will be prepared in a manner consistent with this Schedule “G” (Communications Protocol) and any core messages developed by the Recipient or the Province. The choice of colour will be neutral in nature and not identified with any political party.

G4.4 **News Releases.** The Recipient and the Province will issue joint news releases at relevant times in the life of each Eligible Project. In all such news releases, the Recipient and the Province will receive equal prominence and all will mutually agree on the use of quotes from the designated representatives of the Province or the Recipient in the news releases.

G4.5 **News, Conferences, Public Announcements, Official Events or Ceremonies.**

(a) The Recipient and the Province agree to hold news conferences at the
request of the other. The designated representative of each of the Recipient and the Province will be provided the opportunity to participate in such news conferences.

(b) No public announcement relating to any Eligible Project, with the exception of those Notices described in paragraph G3.3(b), will be made by the Recipient without the prior consent of the Province.

(c) The Recipient and the Province will cooperate in the organization of announcements or ceremonies. Messages and public statements for such events should be mutually agreed upon. The Province may recommend special events and ceremonies be held where and when appropriate.

G4.6 **Signage.**

(a) Prior to initiating construction and after the signing of the Agreement, the Recipient agrees to produce and erect temporary signage acknowledging the Province’s contribution to each Eligible Project. The signage will be at least equivalent in size and prominence to the Recipient’s and other contributors’ signage. The signage will remain in place until 90 days after construction is completed.

(b) The Recipient will provide and install, upon completion of each Eligible Project, where feasible, a plaque, permanent sign or other suitable identifier bearing an appropriate inscription. The design, wording and specifications of such permanent signs will respect the general provisions of the Agreement for two years after the completion of the Eligible Project.

(c) Except for signage acknowledging any Eligible Project funding, traffic control, safety devices, contractor signage, retail signage or normal construction related signage, no additional signage will be erected at each site by the Recipient.

G4.7 **Communications Events.** Subject to the terms of the Agreement, the Recipient or the Province may, at its own costs and upon 90 days Notice to the other Party prior to the event, carry out project-related communications events, including educational and promotional signage.

G4.8 **Joint Communications Events.** If the Parties agree to carry out a joint communications event, the costs of such event will be shared equally between the Province and the Recipient.

G4.9 **Monitoring and Compliance.** The Province will monitor the Recipient’s compliance with this Schedule “G” (Communications Protocol), and may, at its discretion, advise the Recipient of issues and required adjustments.
SCHEDULE “H”
DISPOSAL OF AND REVENUES FROM ASSETS

H1.0 DEFINITION

H1.1 Definition. For the purposes of this Schedule “H” (Disposal of and Revenues from Assets):

“Local Government” means a single-tier, lower-tier or upper-tier municipality established by or under an Ontario provincial statute, and also includes a municipal service corporation established by such a single-tier, lower-tier or upper-tier municipality.

H2.0 DISPOSAL OF ASSETS

H2.1 Payment If Early Disposal. The Recipient undertakes to notify the Province in writing, 180 days in advance, if at any time on or before December 30, 2031, the Recipient proposes to sell, lease, encumber or use any Asset in a manner other than described in the Agreement, or otherwise dispose of, directly or indirectly, any Asset other than to the Province, a Local Government or a Crown agent of the Province. Upon disposal of the Asset, the Recipient hereby undertakes to pay an amount equal to the percentage of Funds received from the Province for the Asset, forthwith on demand, as set out in the table below:

<table>
<thead>
<tr>
<th>DISPOSAL PERIOD</th>
<th>PERCENTAGE OF FUNDS (IN CURRENT DOLLARS)</th>
</tr>
</thead>
<tbody>
<tr>
<td>On or before December 30, 2022</td>
<td>100%</td>
</tr>
<tr>
<td>After December 30, 2022 and on or before December 30, 2025</td>
<td>75%</td>
</tr>
<tr>
<td>After December 30, 2025 and on or before December 30, 2029</td>
<td>50%</td>
</tr>
<tr>
<td>After December 30, 2029 and on or before December 30, 2031</td>
<td>25%</td>
</tr>
<tr>
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SCHEDULE “I”
ABORIGINAL CONSULTATION PROTOCOL

I1.0 DEFINITIONS

I1.1 Definitions. For the purposes of this Schedule “I” (Aboriginal Consultation Protocol):

“Aboriginal Consultation Plan” means the Aboriginal Consultation Plan described in section I2.1 (Development of Plan).

“Aboriginal Consultation Record” means a document that records and describes, as the Province may require, the consultation activities carried out during the Project and the results of that consultation.

“Aboriginal Community” includes First Nation, Métis and Inuit communities or peoples of Canada.

I2.0 ABORIGINAL CONSULTATION PLAN

I2.1 Development of Plan. The Province, based on the scope and nature of the Project, may require the Recipient to, in consultation with the Province, develop and comply with an Aboriginal consultation plan (“Aboriginal Consultation Plan”).

I2.2 Procedural Aspects of Consultation. If consultation with Aboriginal Communities is required, the Province may:

(a) delegate certain procedural aspects of the consultation to the Recipient; and

(b) provide the Recipient with an initial list of the communities the Recipient may consult.

I2.3 Provision of Plan to Province. If, pursuant to section I2.1 (Development of Plan), the Province provides Notice to the Recipient that an Aboriginal Consultation Plan is required, the Recipient will, within the timelines provided in the Notice, provide the Province with a copy of the Aboriginal Consultation Plan.

I2.4 Changes to Plan. The Province, in the Province’s sole discretion and from time to time, may require the Recipient to make changes to the Aboriginal Consultation Plan.
I3.0 ABORIGINAL CONSULTATION RECORD

I3.1 Requirements for Aboriginal Consultation Record. If consultation with Aboriginal Communities is required, the Recipient will maintain an Aboriginal Consultation Record and provide such record to the Province, and any update to it, as part of its reporting to the Province pursuant to paragraph F1.1(d), subsection F3.2 (Aboriginal Consultation Reporting) and paragraph F5.2(g).

I4.0 RESPONSIBILITIES OF THE RECIPIENT

I4.1 Notification to and Direction from the Province. The Recipient will immediately notify the Province:

(a) of contact by any Aboriginal Communities regarding the Project; or

(b) if any Aboriginal archaeological resources are discovered in the course of the Project,

and, in either case, the Province may direct the Recipient to take such actions as the Province may require. The Recipient will comply with the Province's direction.

I4.2 Direction from the Province and Contracts. The Recipient will provide in any Contract and Partner Agreement for the Recipient’s right and ability to respond to direction from the Province as the Province may provide in accordance with section I4.1 (Notification to and Direction from the Province).
SCHEDULE “J”
CERTIFICATES AND DECLARATIONS

J1.0 PROCEDURES

J1.1 Procedures. The Recipient agrees that this Schedule “J” (Certificates and Declarations) will apply to the Projects.

J2.0 ANNUAL FUNDING CERTIFICATES

J2.1 Timing and Documents. The Recipient will submit Annual Funding Certificates to the Province, in the form provided in Sub-schedule “J.1” (Ontario Municipal Commuter Cycling (OMCC) Program Form of Annual Funding Certificate), signed by the senior financial of the Recipient identified in Schedule “B” (Recipient Information) and completed to the Province’s satisfaction, attesting, amongst other matters, that all Funds have been spent on Eligible Projects and Eligible Costs.

J2.2 Timing of Annual Funding Certificate. The Recipient will submit an Annual Funding Certificate to the Province, together with the Annual Financial Report, in each Funding Year.

J3.0 ANNUAL ELIGIBLE PROJECTS DECLARATION

J3.1 Timing and Documents. The Recipient will submit an Annual Eligible Projects Declaration to the Province, in the form provided in Sub-schedule “J.2” (Ontario Municipal Commuter Cycling (OMCC) Program Form of Annual Eligible Projects Declaration), signed by an approved Recipient representative and completed to the satisfaction of the Province.

J3.2 Timing of Annual Eligible Projects Declaration. The Recipient will submit the Annual Eligible Projects Declaration as a component of the Annual Implementation Report to the Province.

J4.0 SOLEMN DECLARATION OF SUBSTANTIAL COMPLETION

J4.1 Timing and Documents. The Recipient will submit to the Province, in the form provided in Sub-schedule “J.3” (Ontario Municipal Commuter Cycling (OMCC) Program Form of Solemn Declaration of Substantial Completion), a Solemn Declaration of Substantial Completion for each Eligible Project. The Recipient will include all of the documentation required in the Solemn Declaration of Substantial Completion and fully complete and execute the declaration.
J4.2 **Submission of Declarations of Substantial Completion.** The Recipient will submit the declaration(s) in each Funding Year as attachment(s) to the Annual Implementation Reports.

J5.0 **FINAL ADJUSTMENTS**

J5.1 **Final Adjustments.** After the Recipient has submitted its Final Report and before the Expiry Date, the Parties will jointly carry out a final reconciliation of all Funds in respect of the Project and make any adjustments required in the circumstances.
TO: Transportation Policy Branch
    Ontario Ministry of Transportation
    777 Bay Street, 30th Floor
    Toronto, ON M7A 2J8
    Telephone: 1-844-671-7438
    Facsimile: (416) 585-7204
    E-mail: cycling@ontario.ca

FROM: Name/Title: [Enter the name and title of the Senior Financial Officer of the Recipient.]
Address: [Enter the address of the Senior Financial Officer of the Recipient.]
Telephone: [Enter the telephone number of the Senior Financial Officer of the Recipient.]
Facsimile: [Enter the facsimile number of the Senior Financial Officer of the Recipient.]
Email: [Enter the email address of the Senior Financial Officer of the Recipient.]

ON BEHALF OF: [Enter the Recipient’s name.]

RE: Ontario Municipal Commuter Cycling (OMCC) Program - Annual Funding Certificate

In the matter of the Ontario Municipal Commuter Cycling (OMCC) Program Transfer Payment Agreement entered into between Her Majesty the Queen in right of Ontario, represented by the Minister of Transportation for the Province of Ontario, and the [Enter the legal name of the municipality.] (the “Recipient”), on ________________, _____ (the “Agreement”).

I, __________________ [Enter the name and title of the senior financial officer of the Recipient listed in Schedule “B” (Recipient Information).], an authorized representative of the Recipient, having made such inquiries as I have deemed
necessary for this certificate, hereby certify that to the best of my knowledge, information and belief for Funding Year [Enter the Funding Year.]:

On and as of the date set out below:

1. Funds have only been expended on Eligible Projects listed on the Eligible Projects List, as described in Sub-schedule “C.1” (Eligible Projects List) of the Agreement, and the Eligible Projects funded this Funding Year are as listed in Appendix A (Eligible Projects for Funding Year) to this certificate.

2. Funds were solely used towards the Eligible Costs of implementing the Eligible Projects listed in Appendix A (Eligible Projects for Funding Year) to this certificate.

3. The Eligible Projects listed in Appendix A (Eligible Projects for Funding Year) to this certificate will be completed by December 30, 2020.

4. The work undertaken for Eligible Projects conforms with the requirements set out in paragraph A4.8(d) of Schedule “A” (General Terms and Conditions) of the Agreement to comply with industry standards.

5. Any Funds the Recipient received before the Recipient’s immediate need were placed in an interest bearing account in accordance with section A4.5 (Interest Bearing Account) of the Agreement, and any interest earned on the Funds is noted in Appendix A (Eligible Projects Funding Year) to this certificate and was used only as noted in the appendix.

Declared at ____________ (city), in the Province of Ontario, this ________ day of ____________, 20____.

(Signatures)

Name: ________________________________  Witness Name: ________________________________

Title: ________________________________  Title: ________________________________
APPENDIX A
ELIGIBLE PROJECTS FOR FUNDING YEAR [Note: Enter the Funding Year.]

<table>
<thead>
<tr>
<th>FUNDING YEAR</th>
<th>ELIGIBLE PROJECT</th>
<th>ELIGIBLE PROJECT START DATE</th>
<th>ELIGIBLE PROJECT END DATE</th>
<th>ELIGIBLE COSTS</th>
<th>RECIPIENT FUNDS EXPENDED</th>
<th>FUNDING FROM OTHER SOURCES USED</th>
<th>TOTAL ELIGIBLE PROJECT COSTS</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$</td>
<td>% of Funds</td>
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</tr>
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<td></td>
<td>$</td>
<td>% of Total Eligible Project Costs</td>
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</tr>
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<td></td>
<td>$</td>
<td>% of Total Eligible Project Costs</td>
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<td>% of Total Eligible Project Costs</td>
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<td></td>
<td></td>
<td>$</td>
<td>% of Total Eligible Project Costs</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td></td>
<td></td>
<td></td>
<td>$</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

INTEREST ON FUNDS

(a) The interest earned on the Funds for the Funding Year to which this Annual Funding Certificate relates is $x dollars.

(b) The interest earned on the Funds since the Effective Date of the Agreement is $x dollars.

(c) The interest used towards the Eligible Costs of Eligible Projects in the Funding Year to which this Annual Funding Certificate relates is $x dollars.

(d) The interest used for the Eligible Costs of Eligible Projects since the Effective Date of the Agreement is $x dollars.
SUB-SCHEDULE “J.2”
ONTARIO MUNICIPAL COMMUTER CYCLING (OMCC) PROGRAM
FORM OF ANNUAL ELIGIBLE PROJECTS DECLARATION

ANNUAL ELIGIBLE PROJECTS DECLARATION

TO: Transportation Policy Branch
Ontario Ministry of Transportation
777 Bay Street, 30th Floor
Toronto, ON M7A 2J8
Telephone: 1-844-671-7438
Facsimile: (416) 585-7204
E-mail: cycling@ontario.ca

FROM: Name/Title: [Enter the name and title of the authorized representative of the Recipient.]
Address: [Enter the address of the authorized representative of the Recipient.]
Telephone: [Enter the telephone number of the authorized representative of the Recipient.]
Facsimile: [Enter the facsimile number of the authorized representative of the Recipient.]
Email: [Enter the email address of the authorized representative of the Recipient.]

RE: Ontario Municipal Commuter Cycling Program - Annual Eligible Projects Declaration

In the matter of the Ontario Municipal Commuter Cycling (OMCC) Program Transfer Payment Agreement entered into between Her Majesty the Queen in right of Ontario, represented by the Minister of Transportation for the Province of Ontario, and the [Enter the legal name of the municipality.] (the “Recipient”), on ________________, _____ (the "Agreement").

I, ____________________ [Enter the name and title of the authorized representative of the Recipient listed in Schedule “B” (Recipient Information).], having made such inquiries as I have deemed necessary for this declaration, hereby certify that to the best of my knowledge, information and belief:
1. On and as of the date set out below:

   a. all representations and warranties contained in Article A2.0 (Representations, Warranties, and Covenants) of Schedule “A” (General Terms and Conditions) to the Agreement are true and correct;

   b. the Recipient is in compliance with all the terms and conditions of the Agreement and no event of default, as described in the Agreement, has occurred and is continuing;

   c. and prior to the Recipient having used any of the Funds for an Eligible Project, the Recipient has complied with all of the requirements set out in paragraphs A32.1(c)(i), (ii) and (iii).

   d. the Recipient has attached a valid certificate of insurance for the current Funding Year;

   e. the Recipient has attached the municipal council approved enabling by-law for the current Funding Year;

   f. the Recipient has met the 20% funding requirements for each Eligible Project implemented with Funds;

   g. the Recipient has complied with all provisions of the Construction Lien Act (Ontario) and is not aware of any claims for liens under that Act.

2. Funds were solely used towards the Eligible Costs of implementing the Eligible Projects listed on the Eligible Projects List

Declared at ______________ (city), in the Province of Ontario, this _________ day of ______________, 20___.

(Signatures)

_____________________________  ______________________
Name:  Witness Name:

_____________________________  ______________________
Title:  Title:
SOLEMN DECLARATION OF SUBSTANTIAL COMPLETION

TO: Transportation Policy Branch
Ontario Ministry of Transportation
777 Bay Street, 30th Floor
Toronto, ON M7A 2J8
Telephone: 1-844-671-7438
Facsimile: (416) 585-7204
E-mail: cycling@ontario.ca

FROM: Name/Title: [Enter the name and title of the professional engineer.]
Address: [Enter the address of the professional engineer.]
Accreditation: [Enter the accreditation number of the professional engineer.]
Telephone: [Enter the telephone number of the professional engineer.]
Facsimile: [Enter the facsimile number of the professional engineer.]
Email: [Enter the email address of the professional engineer.]

RE: Ontario Municipal Commuter Cycling Program - Solemn Declaration of Substantial Completion

In the matter of the Ontario Municipal Commuter Cycling (OMCC) Program Transfer Payment Agreement entered into between Her Majesty the Queen in right of Ontario, represented by the Minister of Transportation for the Province of Ontario, and the [Enter the legal name of the municipality.] (the “Recipient”), on ________________, _____ (the “Agreement”).

I, ____________________ [Enter the name and title of the professional engineer.], a professional engineer duly licensed in the Province of Ontario, having made such inquiries as I have deemed necessary for this certificate, hereby certify that to the best of my knowledge, information and belief:

On and as of the date set out below:
1. I am the ___________________________ [Enter the title, department, or
organization], and as such have knowledge of the matters set forth in this declaration.

2. The projects listed below in this declaration are listed in Sub-schedule “C.1” (Eligible Projects List) to the Agreement as Eligible Projects. These Eligible Projects have reached Substantial Completion, as defined in the Agreement, as follows:

<table>
<thead>
<tr>
<th>ELIGIBLE PROJECT NAME</th>
<th>ELIGIBLE PROJECT DESCRIPTION</th>
<th>ELIGIBLE PROJECT LOCATION</th>
<th>SUBSTANTIAL COMPLETION DATE FOR THE ELIGIBLE PROJECT</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

3. The value of the Eligible Costs for substantially completed work on each Eligible Project listed in section 2 above is as noted below:

<table>
<thead>
<tr>
<th>ELIGIBLE PROJECT NAME</th>
<th>ELIGIBLE COSTS FOR THE ELIGIBLE PROJECT</th>
<th>RECIPIENT’S CONTRIBUTION TOWARDS THE ELIGIBLE COSTS OF THE ELIGIBLE PROJECT</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

4. The work for all Eligible Projects described in this declaration:

   a. was supervised and inspected by qualified staff;
   b. conforms with the plans, specifications and other documentation for the work;
   c. conforms with the Environmental Laws (as defined in the Agreement), and appropriate mitigation measures have been implemented; and
   d. conforms with the requirements set out in paragraph A4.8(d) of Schedule “A” (General Terms and Conditions) of the Agreement to comply with industry standards.

Declared at ____________ (city), in the Province of Ontario, this _________ day of ____________, 20____.

(Signatures)

Name: ________________________________________________  Witness Name: ________________________________________________

Title: ________________________________________________________________________________________________

Title: ________________________________________________________________________________________________