Agenda

Council
May 10, 2018 – 9:30 AM
Council Chambers, Grey County Administration Building

1. Call to Order
2. O Canada
3. Roll Call
4. Declaration of Pecuniary Interest
5. Adoption of Minutes
   a. County Council and Committee of the Whole minutes dated April 26, 2018
      That the minutes of the County Council meeting and Committee of the Whole meeting dated April 26, 2018 and the resolutions contained therein, be adopted as presented.
   b. Committee of the Whole closed meeting minutes dated April 26, 2018
      That the Committee of the Whole closed meeting minutes dated April 26, 2018 be adopted as provided to County Council.
   c. 2018 Warden’s Forum minutes dated April 24, 2018
      That the minutes of the 2018 Warden’s Forum dated April 24, 2018 be adopted as presented.
6. Closed Meeting Matters (if required)
   That Council does now go into closed session pursuant to Section 239 (2) of the Municipal Act, 2001, as amended regarding the Committee of the Whole meeting minutes dated April 26, 2018.
7. Reports
      That the Board of Health Report dated April 27, 2018 and the Board of Health minutes dated March 23, 2018, be received for information.
8. By-laws
5016-18  A By-law to Authorize the Warden and Clerk to Execute a Transfer Payment Agreement Between the Corporation of the County of Grey and the Ministry of Agriculture, Food and Rural Affairs for the Rural Economic Development Program.

5017-18  A By-law to authorize the Warden and Clerk to Execute a Lease/License Renewal Agreement Between the Corporation of the County of Grey and Sahara Garden Centre for a portion of the former CP Rail lands directly south east of Plan 15, Lots 10 and 11 in the Municipality of Grey Highlands.

9. Good News and Celebrations

10. Adjournment
Grey County Council met at the call of the Warden on the above date at 9:30 AM at the County Administration Building. The Clerk called Council to order and Warden Stewart Halliday assumed the Chair.

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

The Roll was called by the Clerk with all members present except Councillors Jack and Mackey.

Councillor John Woodbury was also in attendance on behalf of Councillor Norm Jack.

Kim Wingrove, Chief Administrative Officer; Heather Morrison, Clerk and Tara Warder, Deputy Clerk/Legislative 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; Pat Hoy, Director of Transportation Services; Randy Scherzer, Director of Planning and Development; Kevin McNab, Director of Paramedic Services; Jody MacEachern, Senior Manager, Information Technology and Sandra Shipley, Human Resources Manager

Declaration of Pecuniary Interest

There were no disclosures of pecuniary interest.

Retirement Presentation – Marg Graham

Kim Wingrove and Warden Halliday presented Marg Graham with a retirement gift on behalf of Grey County and spoke to the great work that Marg has done with Grey County during her career. Ms. Graham thanked staff and Council for their support during her 30 years with Grey County.

Adoption of Minutes

CC43-18 Moved by: Councillor Barfoot Seconded by: Councillor Bell

That the minutes of the County Council meeting and Committee of the Whole meeting dated April 12, 2018 and the resolutions contained
therein, be adopted as presented.

CC44-18 Moved by: Councillor Fosbrooke   Seconded by: Councillor Pringle

That the Committee of the Whole closed meeting minutes dated April 12, 2018 be adopted as provided to County Council.

Carried

CC45-18 Moved by: Councillor Burley   Seconded by: Councillor Eccles

That the Committee of Management minutes dated March 22, 2018 be adopted as presented to County Council; and

That the Committee of Management closed meeting minutes dated March 22, 2018 be adopted as provided to County Council.

Carried

Closed Meeting Matters

There was no closed session required.

By-Laws

Councillor McQueen declared an indirect pecuniary interest with respect to By-law 5011-18 and did not participate in any discussion or vote on the matter.

CC46-18 Moved by: Councillor Greenfield   Seconded by: Councillor Fosbrooke

That By-Laws 5011-18 to 5015-18 inclusive be introduced and that they be taken as read a first, second and third time, finally passed, signed by the Warden and the Clerk, sealed with the seal of the Corporation and engrossed in the By-law book.

5011-18 A By-law to Establish Tax Ratios for Prescribed Property Classes for the Year 2018

5012-18 A By-law to Set Tax Rate Reductions for Prescribed Property Subclasses for the Year 2018

5013-18 A By-law to Establish and Levy Tax Rates for Upper Tier Purposes for the Year 2018
Good News and Celebrations

Councillor Ardiel noted her son had the opportunity as a young entrepreneur to visit New Zealand to learn about agricultural best practices.

Councillor Eccles spoke to the Big Bike Ride fundraising event for Heart and Stroke on May 1, 2018 in Owen Sound.

Adjournment

On motion of Councillors Pringle and Woodbury, Council adjourned at 9:56 AM to the call of the Warden.

Stewart Halliday, Warden

Heather Morrison, Clerk
Committee of the Whole
April 26, 2018

Grey County Council met on the above date at 9:57 AM at the County Administration Building. Warden Stewart Halliday assumed the Chair and called the meeting to order with all members present except Councillors Jack and Mackey.

Councillor John Woodbury was also in attendance on behalf of Councillor Norm Jack.

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

Business Arising from the Minutes

Notice of Motion provided by Councillor Fosbrooke April 12, 2018

CW104-18 Moved by: Councillor Fosbrooke Seconded by: Councillor McQueen
Whereas open and accountable municipal government operations provide opportunities for the public to comment or ask questions of their elected officials;
Now Therefore Be It Resolved that staff be directed to bring back a report on current practices related to the inclusion of commenting and question periods on Council agendas by July 12, 2018.

Carried

Determination of Items Requiring Separate Discussion
There were no items to be removed from the consent agenda.

Consent Agenda

CW105-18 Moved by: Councillor Wright Seconded by: Councillor Barfoot
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 Report PSR-CW-04-18 regarding ambulance purchases be received and that the purchase of two ambulances be awarded to Demers Ambulances for the amount of $340,070 excluding taxes; and

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

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

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

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

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

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

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

7. That the Active Development File list be received for information.

Items for Direction and Discussion

**LTCR-CW-15-18 128 Bed Redevelopment Budget Pro-Forma**

_CW106-18_ Moved by: Councillor Burley Seconded by: Councillor Hicks

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

Carried

Committee recessed briefly, then reconvened.
PSR-CW-05-18 Situational Awareness of Vulnerable Populations During a Crisis or Evacuation (SAVE) and eNotification Program Information

CW107-18 Moved by: Councillor Wright Seconded by: Councillor Barfoot

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

Carried

PDR-CW-15-18 Sahara Gardens Lease Renewal Agreement

CW108-18 Moved by: Councillor Eccles Seconded by: Councillor Clumpus

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

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

Carried

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

CW109-18 Moved by: Councillor Paterson Seconded by: Councillor McKean

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

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

Carried

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

CW110-18 Moved by: Councillor Boddy Seconded by: Councillor Greenfield

That Report TR-CW-23-18 being a report containing the tender results for City of Owen Sound Contract T-17P.21 be received; and
Committee of the Whole
April 26, 2018

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

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

Carried

TR-CW-24-18 Aggregate Testing Laboratory

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

Carried

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

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

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

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

Carried

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

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

That a 10% construction contingency be added to the tender price resulting in a revised estimated project cost of $163,435.45 net HST; and
That the project deficit of $38,435.45 will be funded from any surplus realized from within the 2018 capital construction budget or, if a surplus is not available, from the Federal Gas Tax Reserve.

Carried

Councillor McQueen then left the meeting.

Committee recessed, then reconvened.

**ITR-CW-01-18 IT Asset Disposal and Recycling**

*CW114-18* Moved by: Councillor Fosbrooke Seconded by: Councillor McKean

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

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

Carried

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

*CW115-18* Moved by: Councillor Bell Seconded by: Councillor Paterson

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

Carried

**CAOR-CW-10-18 Rural Newcomer Integration Funding**

*CW116-18* Moved by: Councillor Barfoot Seconded by: Councillor Burley

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

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

Carried

Councillor Barfoot then left the meeting.

**CAOR-CW-06-18 Community Hub Business Case**

Moved by: Councillor Clumpus Seconded by: Councillor Boddy

That Committee Report CAOR-CW-06-18 titled Community Hub Business Case and Property Acquisition be received; and
That the staff be directed to submit an Expression of Interest and Offer to Purchase or Lease for Sydenham Community School to Bluewater District School Board.

Closed Meeting Matters

_CW117-18_ Moved by: Councillor Pringle Seconded by: Councillor Eccles

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

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

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

That the following staff remain in attendance: Kim Wingrove, Heather Morrison, Tara Warder, Kevin Weppler, Randy Scherzer, Sandra Shipley, Barb Fedy and Rob Hatten.

Carried

Committee proceeded into closed session at 1:48 PM.

Councillor McQueen re-entered the meeting during the closed session.

Councillors Boddy and Pringle left the meeting at during the closed session.

Councillor Ardiel left during a portion of the closed meeting.

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

_CW118-18_ Moved by: Councillor Clumpus Seconded by: Councillor Wright

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

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

Carried

Other Business

There was no other business.

Notice of Motion
Councillor Ardiel re-entered the meeting at this time.

Councillor Burley provided a notice of motion on behalf of Councillor Barfoot regarding setting up a task force on source separated organics.

Councillor Burley provided a notice of motion that Council reconsider Resolution CC31-17, specifically that the word "amalgamated" be removed and that the reference to the sale of Grey Gables be removed.

**Adjournment**

On motion of Councillors Bell and Greenfield, Committee of the Whole adjourned at 3:05 PM to the call of the Chair.

_________________________  ____________________________
Stewart Halliday, Warden  Heather Morrison, Clerk
2018 Warden’s Forum  
Tuesday, April 24, 2018, 4:05 p.m.  
Falls Inn, Walter’s Falls

Present:  Warden Stewart Halliday; County Councillors Paul McQueen, Kevin Eccles, John Bell, Sue Paterson, Selwyn Hicks, Alan Barfoot, Dwight Burley, Bob Pringle, Barb Clumpus, Harley Greenfield, Anna Marie Fosbrooke, John Woodbury, Gail Ardiel, John McKeen, Arlene Wright, Ian Body; Municipal Councillors Marion Keopke, Brian O’Leary, Michael Martin, Bob Gamble, Jim Frew, Barbara Dобreen, Shirley Keaveney, Steve Bartley, Shawn Greig, Brian Gamble, Sue Carleton, Carol Barfoot, Hazel Pratt-Paige, Peter Hambly, Rebecca Hergert, Dough Hutchinson, Lynn Silverton, Cathy Little, Peggy Harris, Terry Mокriy; Staff members Karen Mills, Rob Adams, Raylene Martell, Bill Klingenberg, Shawn Moyer, Wilda Allen, Marty Wellwood, Kevin Weppler, Kim Wingrove, Rob Hatten, Heather Morrison, Barb Fedy, Pat Hoy, Lynne Johnson, Kevin McNab, Randy Scherzer, Brian Tocheri, Rob Armstrong, Dave Milliner, Joanne Hyde, Liam Gott, Glenn Walker, Jim Ellis, Shawn Everitt, Wayne Ritchie, Philly Markowitz and Penny Colton – Recording Secretary

Others:  Ontario Federation of Agriculture, Keith Currie, Pat Jilesen and Joanne Hughes

Opening Remarks

Warden Halliday welcomed everyone to the 2018 Warden’s Forum and requested a moment of silence for the lives lost at the recent incident in Toronto.

Economic Development is the first pillar of Grey County’s Strategic Plan; therefore we will be discussing a facet of economic development this evening. Agriculture and food production is an important part of Grey County industry.

The Warden introduced Ontario Federation of Agriculture’s President Keith Currie and Zone 2 Director Pat Jilesen.

Ontario Federation of Agriculture

Keith Currie presented the Ontario Federation of Agriculture’s (OFA) Producing Prosperity in Ontario presentation. Keith first provided an overview of the organization
and their current issues including; economics of farming, environment and sustainability, labour, food safety and health, and public perception.

Current challenges for farming and rural business include; lack of infrastructure, services and labour, rising property taxes, closing of local schools. Urban Ontario is also facing growth challenges including; rising poverty, gridlock, affordable housing, and infrastructure that cannot keep pace with growth.

The OFA’s plan is to rebalance the growth in Ontario through distributing investments in infrastructure; investment in infrastructure pays dividends and will help reshape our growth and economy in a manageable way. Roads and bridges make the economy efficient and competitive, access to broadband makes rural Ontario an attractive place to work, live and invest. The OFA is proposing to create opportunities to live and work in affordable communities across Ontario. Farm businesses depend on the support of communities; strong communities ensure access to safe local food produced in an environmentally sustainable way.

The OFA’s support for economic development across rural Ontario does not come without concerns and conditions. Industrial and residential growth must respect strict land-use rules so we do not devour our agricultural land. There is a need to balance the interest but all development must first work to protect our land base.

The OFA continues to partner with organizations such as municipalities, Western Ontario Warden’s Caucus, Agri-Food associations and commodities, economic development officers, academia and others to help grow farming business while growing all of Ontario.

Questions:

Steve Bartley – Meaford – Requested confirmation that agriculture business is 10% of Ontario and 25% of Canada. Mr Currie confirmed the numbers according to the Gross Domestic Product.

Kevin Eccles – West Grey – requested the OFA’s view on the recent meeting with David Crombie regarding review of regulations of the Conservation Authority Act, Niagara Escarpment Commission, Greenbelt and Growth Plan. Mr. Currie advised that the intent is to provide harmonization to the language of the various plans to make it easier to administer – especially permits. Work has been done on density targets to provide better responsible growth within hamlets and towns. The Conservation Authority Act is still a review in process.

Paul McQueen– Grey Highlands – Inquired about the predation control changes implemented in 2017 by the Province; is the OFA trying to push back? Mr. Currie
indicated that the committee recommending the changes had OFA representation. This issue appears to be in the interpretation of the rules. Mr. Currie advised it is important to be a good manager of your operation, look at what you can do to offset the loss due to predation. He suggested that constituents make their issues know by way of the following website wildlifedamage@OFA.ca, or contact their local OFA office.

Kim Wingrove – Grey County – What is the OFA looking for in regards to improvements in transportation infrastructure?

Mr. Currie advised it would be beneficial for the municipalities to be able to use provincial funding in the most effective manner for their municipality, with a strategic approach on how to invest. The Province is very prescriptive in what is eligible for funding. The economic return on investment in infrastructure is valuable for the Province.

Hazel Pratt-Paige – Hanover – Does the OFA partner and work with other groups ie. Christian Farmers?

Keith Currie - Everyone gets invited to the table for discussion; but the OFA is the largest and they generally get called first, and then the OFA advises other groups. The OFA is in constant communications with others and is happy to work with any group.

Warden thanked the members from the OFA for their presentation.

The Warden asked Grey Highlands CAO Rob Adams to introduce staff from his home municipality of Grey Highlands.

Dinner Break

Grey County Agriculture Highlights

Warden Halliday introduced Philly Markowitz, Economic Development Officer – Grey County

Philly thanked and recognized the Falls Inn as being a great champion of local food since its opening.

Philly provided an overview of the history of local food in Grey County including the following projects; Local Food Project (Foodlink Grey Bruce) – started by the late Freeman Boyd, Grey Bruce Ag and Culinary Assoc., Local Food Week outreach, and support to the Grey County Chef’s Forum Food Hub.

There were partnerships with the University of Waterloo for an On Farm Business Study (planning) and Farm Lot Size Study (planning); Chef and Restaurant Mentorship,
Saints and Sinners Agri-Culinary Trail and Transition Smart Delivery to name a few. In 2016 Grey County held the award winning Ag 4.0 Summit to bring agriculture and technology together.

Actions that have been generated include targeted support to strengthen Grey County’s agricultural sector, coordination of services to ensure gaps are addressed, support innovation, promotion of local products, building partnerships and facilitating links between producers and consumers.

Recent project focus includes the agri-food asset map which provides a comprehensive map of assets across the agri-food value chain that facilitates data collection and analysis. The data that will be available from the map includes taxonomy, an asset map database and unique farm listing features.

Currently staff are working on a tri-county initiative with Simcoe County, Georgian College and other community partners on agri-food business retention and expansion. It is anticipated that the first set of analysis and results will be available in September and an action plan by December 2018. Other items of note include the Agri-food newsletter, farmers market networking event, local food event planning, the Made in Grey profiles and Local Food Week campaign.

Future projects will include brand development; and potential Skills, Trades, Training, Innovation Centre opportunities and Ag. 4.0.2.

Q & A

Hazel Pratt-Paige – Hanover - community partnerships, does the County have a connection with Mennonite communities?

Philly - Yes some connections with Mennonites. Philly works mainly with the operator of Misty Meadows and Southgate staff has a good relationship with their local Mennonites.

Barbara Dobreen – Southgate – Grey County has diversified processing and farming, what are the current employment opportunities?

Philly – Economic Development staff collect information from businesses by use of the various surveys; Ag survey, local food survey, tourism survey and Ontario Ministry of Agriculture Food and Rural Affairs. This gathers information on employment and labour needs – everyone is having the same issues.

Keith Currie – Complimented Philly on her presentation and work to date. He indicated he is very impressed with the accomplishments. He recommended contacting the Ministry of Citizenship and Immigration of Ontario regarding geographic distribution of
new immigrants. Philly indicated that Grey County has recently provided a New to Grey opportunity to identify immigrants who are able to provide skills and have an interest in relocating to Grey County for the agricultural industry.

Kevin Eccles – West Grey- concerns regarding immigration. Years ago West Grey Premium Beef was growing with the assistance of immigrants, but regulations became so restrictive the immigrants could no longer work and have now left. How do we bring them back to rural Ontario once small shops and process operations have closed?

Keith Currie referred back to his presentation of Producing Prosperity in Ontario.

Al Barfoot – Georgian Bluffs – There have been huge investments for Grey County and congratulated Philly on the work to date.

Warden Halliday – Kim Wingrove has also been instrumental behind the scenes in Economic Development.

Roundtable

Georgian Bluffs – thanked the Warden for hosting this event. Waste – we only have two facilities in Grey that can separate source organics. We need to work on moving these facilities forward by providing more source organics; support from Grey County is required.

Owen Sound – supportive of County managed waste.

Southgate – requesting improved communication channels from the County to the municipalities. The Warden indicated that the local Treasurers, CAO’s, and Transportation staff meet regularly and also all agendas with supported documentation can be found on the County website.

Meaford – The Forum provides a great opportunity to get together and introduced members from Meaford. Meaford is experiencing rapid growth and is looking to share resources with neighbouring municipalities and the County for various functions ie. planning, building officials, engineering etc. The Warden advised that Dufferin County does offer services to its local municipalities and asked Kim Wingrove to follow up. The Warden also reminded councillors of the Collaborative Decision Making Process to bring items forward for review by Council.

West Grey – Where in the process is the County with its Transportation Master Plan? The Warden indicated staff continue to work through the plan and Pat Hoy advised he intends to provide an update to council within the next six months.
Meaford – Is there an interest to work together and share services ie engineering where bridges are concerned? The Warden reminded of the process to bring items forward to council.

Grey Highlands – Requested an update on the Recolour Grey Official Plan updates. Randy Scherzer provided a summary of work to date and advised the revised plan will be provided to council in July for adoption. Communications will be provided shortly to municipalities and also another opportunity for comment.

Chatsworth – Welcome to Chatsworth Township and thanked the Warden for the 2018 Forum.

The Warden advised attendees that an open house is anticipated for early June of the addition and renovation of the Administration Building. Also the 2018 Warden’s Banquet will be held in Feversham at the Osprey Hall October 19, 2018.

Adjournment

Meeting adjourned 7:40 p.m.

Agri-Food Asset Map
OFA Producing Prosperity in Ontario presentation
Agri-Food Presentation
Grey County Collaborative Decision Making Guide
Effect of Legalization on Pediatric Cannabis Intoxication

High quality evidence regarding the prevalence of pediatric cannabis intoxication is not currently available (Richards et al., 2017). Relatively few studies have been published on the topic, documented cases are rare, and estimates of prevalence are complicated by the illegal nature of the substance in many areas. As a growing number of US states legalize the use of medical and recreational cannabis, emerging evidence indicates that legalization is associated with an increase in pediatric cannabis intoxications (Wang et al., 2017).

In Colorado, the average rate of cannabis-related hospital visits and calls to poison control centres among children increased significantly in the 2 years after legalization (2014/15) when compared with the 2 years prior to legalization (2012/13) (Figure 1) (Wang et al., 2016).

Figure 1. Annual Children’s Hospital Visits and Regional Poison Centre Cases for Unintentional Cannabis Exposures in Children 9 Years or Younger in Colorado, 2009-2015. From Wang et al., 2016

Between 2000 and 2013, calls to poison control centres related to cannabis exposure among children increased by 2.82 times more in states that had legalized cannabis prior to 2000, than in states where cannabis use was illegal (Figure 2) (Onders et al., 2016).
Possible reasons behind the increases observed after legalization include: decreased perceptions of risk of toxicity in states where cannabis is legalized, increased use of cannabis in legalized states and expanding markets of cannabis infused edibles in legalized states (Richards et al., 2017; Onders et al., 2016; Wang et al., 2014).

**Public Health Interventions Related To Accidental Childhood Ingestion of Cannabis Edibles**

Initially, commercial production of edible cannabis products was not authorized under Bill C-45 *The Cannabis Act*. However, amendments were passed that added edibles containing cannabis to the types of cannabis authorized for sale. As a result, the sale of edibles should be legal in Canada by July 2019 (Munro, 2017).

In the interim, an un-regulated market will continue to sell edibles while they are illegal. These edibles may be of varying quality, potency and labelling, if labelled at all. Unregulated edibles pose the risk of accidental overdose through overconsumption and impaired driving as a result of the delayed effect of edibles. Accidental consumption by children is a serious risk, particularly for edibles that look like candy or treats.

When legal consumption becomes available, the risks of edibles can be reduced through regulation of production and packaging. Recommended prohibition would include products that are appealing to children, such as candies, sweets and sugar-coated and in shapes of humans, fruits or animals. Strict packaging requirements should include standardized generic packaging, a standard serving size; standard amount of tetrahydrocannabinol (THC) and/or cannabidiol (CBD) per product; child-resistant packaging; product warning labels; and, the THC symbol marked directly on the product.
The integration of these products requires an accompanying public education and awareness campaign on the proper use and risks associated with edibles, safe storage and proper disposal programs for expired or unused product. This should include messaging on keeping products locked and out of sight and reach of children and never consuming in front of children as this may entice child consumption as well as use of the product may impair the ability to provide a safe environment for children. Education and awareness must also incorporate recognizing sign and symptoms of overdoses and poisoning and knowing what to do in an emergency. Appropriate specific messaging should target parents, grandparents, other family members, neighbors, friends, and babysitters with regard to accidental consumption by children.

Literature research compiled by Health Data Analyst Shelby Huffman.

Dr. Hazel Lynn

References:


Munro J. Legal cannabis: Five things you need to know about ‘edibles’, Dec 2017; The Lawyer's Daily at: https://www.thelawyersdaily.ca/articles/5134


Working with the Grey Bruce communities to protect and promote health

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**Client Services**

**Healthy Babies Healthy Children**
The Healthy Babies Healthy Children program supports vulnerable families to help children achieve their full potential. Public Health Nurses and Parent Support Workers provide home visiting to families and offer referrals to partner agencies, as needed.

In 2017:
- 56% of the pregnant women screened scored ‘with risk’ for factors associated with low birth weight and parenting concerns.
- 1,516 babies were born to families in Grey Bruce (1385 in 2016).
- 59% of families screened in the postpartum period identified two or more issues such as isolation, low income, low education, etc.
- 203 families received home visits.
- 80 referrals to other community programs and services were made for families requiring additional support.

**Roots of Empathy; Changing the World Child by Child**
Roots of Empathy is an evidence-based classroom program that reduces levels of aggression among school children by raising social/emotional competence and increasing empathy. The program takes a universal approach through engaging the entire classroom, including onlookers and bystanders, rather than targeting and isolating the bullies, aggressive children or victims of bullying.

The goals of the program are to foster the development of empathy and emotional literacy; reduce levels of bullying, aggression and violence; promote children’s pro-social behaviours; increase knowledge of human development, learning and infant safety; and, prepare students for responsible citizenship and responsive parenting.

In the 2016/17 school year, 13 schools in the Bluewater, Bruce Grey Catholic and Chippewas of Nawash school boards participated in the Roots of Empathy program with 17 volunteer instructors working with 17 families in 17 classrooms (JK to Grade 7).

**Infectious Diseases**

**Case Management**
The Infectious Diseases team managed 875 individual/sporadic cases of reportable disease, including 394 sexually transmitted infections, an increase of 31 cases from the previous year. Responses were provided to 304 phone inquiries regarding infectious diseases from health care facilities, daycares, labs, schools and the public.

The chart depicts the number of cases and types of reportable diseases managed by the health unit from 2014 to 2017.
Sexually Transmitted Infections (STI)/Bloodborne infections represent the largest proportion of reportable diseases, with chlamydia making up 327 (83%) of 394 STI/Bloodborne cases.
Respiratory/direct contact reportable diseases comprised the second largest proportion of reportable diseases with Influenza (A and B) making up 252 (87%) of 289 cases.

Outbreaks
Follow-up was carried out on 50 confirmed outbreaks; 37 respiratory and 13 gastrointestinal. There were 61 outbreaks in the previous year. In addition to the confirmed outbreaks, follow-up was carried out on 9 suspect respiratory and 3 suspect gastrointestinal outbreaks as well as monitoring 29 other outbreaks of self-limited illnesses in daycare facilities.

The team collaborated with community partners to deliver the following:
• Outbreak management presentation to health care professionals at an infection control workshop.
• Review of exclusion lists and infection control practices for 60 daycare supervisors.
• Newsletter article for long-term care and retirement homes providing an overview of outbreak prevention and management strategies.
• Created and distributed an outbreak management checklist.
• Radio campaign to encourage visitors of long-term care and retirement homes to postpone visiting if ill.

In 2018, the health unit will continue to work with community partners as staff actively participate in infection control meetings with each hospital corporation and attend infection prevention and control committees at long-term care facilities and retirement homes.
Inspections
Regulatory inspections were conducted for 243 personal services facilities including tattoo/body piercing, manicure/pedicure, hair and other esthetic services and 49 child care facilities. Inspection reports are available on our website.

Infection Prevention and Control Lapses
In accordance with Ministry protocol, two potential Infection Prevention and Control lapses were investigated. One was associated with a tattoo/body piercing establishment, the other with a foot care clinic.

Oral Health
Assessment and Surveillance
During the 2016/17 school year, 5,086 children received dental screening including 4,338 students screened at publically funded schools and 748 students seen at private, Mennonite and Amish schools. Of those screened, 12% or 586 students were identified as requiring urgent care.

Screening is carried out in junior and senior kindergarten and Grade 2. Results of the Grade 2 screening determine if additional grades require screening. This year, children at 46 publicly-funded schools will be screened, 6 schools at the high risk level (Grades 4, 6, 8), 5 schools at the medium risk (Grade 8) and 35 schools at the low risk level (no additional screening required).

To promote early identification of decay and access to treatment among young children, 374 children in 12 childcare facilities were screened. Dental screening was provided to another 296 children as requested by a parent or guardian.

Healthy Smiles Ontario
Healthy Smiles Ontario provides free preventive routine and emergency dental services for eligible children and youth 17 years and under. The program is designed for lower-income families. Over 600 children were enrolled in Healthy Smiles Ontario through public health in Grey Bruce. This does not include those accessing the program through their dentist or directly through Service Ontario.

Funded by Healthy Smiles Ontario, preventive dental clinics were held in Owen Sound, Markdale, Wiarton and Walkerton. There were 1,947 client visits in the four clinics including 272 new clients. In total 5,875 preventive services were provided by dental hygienists, including topical fluoride, pit and fissure sealants, scaling and polishing. Oral health education is also a vital component of preventive clinic visits.

An additional, 92 restorative services were provided by a dentist. The restorative clinic was relocated from Markdale to Owen Sound for the latter half of 2017.

Promotion and Preventive Initiatives
In 2017, there was a focus on promoting Healthy Smiles Ontario to high-school-aged youth through a locally developed “Chews a Healthy Smile” campaign. Sugarless gum
with a message affixed to the package was distributed to youth groups, schools and at youth events.

To help reduce rates of dental decay, fluoride varnish is provided to young children through several targeted approaches including the Healthy Babies Healthy Children home visiting program and through partnerships with primary care providers. Dental Health Educators also offer fluoride varnish at parent mutual aid sites.

**Children’s Oral Health Initiative**
The Children’s Oral Health Initiative is an early childhood tooth decay prevention program for First Nations children aged 0 to 7, parents and caregivers and pregnant women. The program provides oral health promotion and preventive services, such as fluoride varnish and sealants. There were 77 children in the program at Saugeen First Nation and 45 children at Neyaashiinigmiing with 115 fluoride applications provided.

Promotional activities included education at community events and health fairs, a children’s colouring contest, presentations at daycares and provision of oral health information to pregnant and new mothers.

**Oral Health Status Report**
Grey Bruce Health Unit released a summary report in 2017 on oral health in Grey Bruce, including promotion activities, clinic services, oral health status, oral health behaviours and access to oral health services. The report covers data from 2013 to 2016. Additionally, two focused reports were produced looking at oral health screening in schools and adult oral health behaviours, status and service access.

**Harm Reduction**

**Needle Exchange Program - GB Works**
The Needle Exchange Program provides clean needles and supplies for people who use drugs to decrease the risk of communicable diseases from shared needles and equipment. The program also includes safe disposal of needles and other supplies.

Five new sites were established in 2017, making a total of 13 sites across Grey Bruce. Additional sites enhance access for the program. A total of 243 new clients were served in 2017.

Visits to Needle Exchange Program sites decreased 15% in 2017 to 1,628, down from 1,907 in 2016. However, the quantity of supplies distributed increased 6% compared to 2016 with 99,119 needles distributed in 2017. Over 41,000 needles were returned through the program, slightly less than 2016. The Owen Sound Public Health site distributed 70% of needles and took in 83% of the sharps returned.

**Naloxone**
Naloxone can temporarily reverse the effects of an opioid overdose. The Naloxone Program provided training and distributed 329 naloxone kits in 2017. Reports indicate 59 kits had been used in an overdose situation. Of these, 47% also called to 911. Postcards to promote awareness and access to naloxone were shared with local
emergency responders for distribution. Kits are also available in select local pharmacies.

Public Health works with community organizations to expand naloxone sites using a train-the-trainer model. Eligible organizations receive training and then provide training and naloxone kits directly to their clients. One expanded site was established in 2017.

**Overdose Awareness Day**
Each year, August 31 marks International Overdose Awareness Day. In 2017, Public Health partnered to recognize this day with a barbecue at a local homeless shelter. Overdose awareness bracelets were distributed and naloxone kits and training was available. The event attracted local dignitaries and media.

**Local Opioid Response and Surveillance**
The Opioid Working Group, of the Community Drug and Alcohol Strategy, leads the response to the opioid crisis locally. Members includes physicians, paramedic services, police, addictions treatment and local hospitals.

Activities of the Opioid Working Group include development of a “Call to Action” information guide on the role municipal leaders can play in addressing the opioid crisis; presentations at 11 municipal and two county councils on the harms of opioids; and a presentation to Bruce County Medical Associates on local harm reduction activities.

The Opioid Working Group facilitated discussion on responding to a potential surge in overdose deaths with a focus on development of an early warning system.

Public Health’s epidemiology department continues to monitor data as it becomes available. Monthly Opioid Reports for Grey Bruce outlining preliminary opioid-related emergency department visits are distributed to local community partners.

A “Bring it Back” medication return campaign was carried out in partnership with local pharmacies and hockey teams. The campaign encouraged the return of unused medication to participating pharmacies in exchange for tickets to local hockey games.

Thirty-six education sessions were held on harm reduction and naloxone use, with a total of 384 participants. In partnership with Owen Sound Police Services, a Safe Nightlife education session was offered for local bars on how to keep their facilities safe.

The partnership continued with Withdrawal Management Services, Hope Grey Bruce and Grey Bruce Health Services to offer a weekly harm reduction support group. Discussions include harm reduction strategies and client access interventions as they identify their readiness to seek treatment options or other supports.

**Sexual Health**
The goal of the Sexual Health program is to prevent or reduce the burden of sexually transmitted infections and bloodborne infections and promote healthy sexuality by offering sexual health services to priority populations such as clients without access to a
primary health care provider and those interested in anonymous testing. Services include pregnancy testing and counselling, Sexually Transmitted Infection testing and treatment, contraception and healthy sexuality counselling.

Nurses had 1,003 appointments at the Walkerton and Owen Sound community-based sexual health clinics, including 245 new clients. The number of appointments was down from 2016 due to a change in the program from school to community-based services.

Low cost contraceptive options were provided to local family health teams and community health centres for clients requiring that option. Local physicians were also provided with free medications to treat clients with sexually transmitted infections.

Nurses worked with local boards of education on healthy sexuality including gender identification and provided curriculum consultations and teaching resources. Sexual Health staff contributed an article in a local publication addressing support for children with gender related questions. Grey Bruce Health Unit displayed the pride flag during Pride Week in June.

As a member of Violence Prevention Grey Bruce, the Sexual Health program supported initiatives to examine the impact of human trafficking at the Grey Bruce level.

**Comprehensive Tobacco Control**

The *Public Health Unit Tobacco Control Program Guidelines* outline the requirements in planning and implementation of Smoke-Free Ontario programming. This strategy is multi-level and comprehensive aiming to eliminate tobacco-related illness and death through preventing experimentation in youth, supporting cessation and protecting the health of people from exposure to second-hand smoke. Tobacco control planning and implementation occurs both at the local health unit and regional Tobacco Control Area Network.

**Tobacco Cessation**

Efforts focused on supporting local tobacco cessation providers through various strategies. The 90 member Grey Bruce Tobacco Cessation Community of Practice is managed through an electronic listserv and receive information about upcoming meetings, training opportunities, cessation campaigns, new cessation tools and resources. New in 2017, a spring and fall newsletter was shared with members. *An Equity-Informed Approach to Tobacco Treatment with Priority Populations* workshop was hosted by public health in conjunction with the Program Training and Consultation Centre.

Pilot partnerships were established with Diabetes Grey Bruce, Mental Health Outpatient Services, Grey Bruce Health Services and the Wiarton Medical Clinic. Nicotine replacement therapy (patches, gum, lozenges and inhalers) were provided to these partners in the summer and fall of 2017 to support 11 low income individuals wanting to quit smoking. These partnerships allow the public health to reach individuals who would not have access to cessation support and to no-cost nicotine products.
Local midwives were provided training on brief interventions with their clients who use tobacco. Follow-up surveys indicated that all midwives had implemented tobacco use and cessation interventions with their clients.

In partnership with the Program Training and Consultation Centre and Perth District Health Unit, a campaign was undertaken to increase the number of smokers accessing the Smokers’ Helpline. Drawing on various media, the campaign used testimonials from local residents to encourage quit attempts and peer support during quit attempts.

Direct tobacco cessation services were provided to Grey Bruce residents through the Healthy Babies Health Children and Harm Reduction programs. Staff received additional training through the TEACH Project. Through these programs, 16 clients received ongoing support and no-cost nicotine replacement therapy.

A STOP on the Road cessation workshop was held in December in partnership with the Centre for Addiction and Mental Health. Twenty two individuals were provided with cessation information, quit strategies and no-cost nicotine patches.

Provincial cessation campaigns, including the young adult wouldurather and the First Week Challenge Contests, were supported locally through promotional materials and social media. Quit contests and challenges can increase intention to quit.

**Youth Tobacco Use Prevention**

Preventing youth from experimenting with smoking during adolescence is key to prevent them from smoking as adults. The target for Grey Bruce was set at 79.4%. The most recent data reported Grey Bruce had exceeded its target at 85.2%.

In collaboration with Town of the Blue Mountains, a smoke-free movie event was held in July where participants learned about the dangers of tobacco depiction in movies rated for children and youth. Social media and print promotion was conducted throughout the year to gather broader support for smoke-free movie ratings.

Public health continued to collaborate with Saugeen First Nation and the Lake Huron Centre for Coastal Conservation to deliver culturally oriented youth tobacco use prevention events.

New in 2017, a partnership with Chippewas of Nawash First Nation offered tobacco use prevention education to local youth. The youth developed and promoted an art contest that addressed the use of sacred tobacco versus commercial tobacco. Open to all ages, the contest attracted 55 entries.

Work continued with the Southwest Tobacco Control Area Network and provincial smoke-free partners to support proposed plain and standardized packaging for all tobacco products. The goal is to have plain and standardized packaging by 2020. This included social media campaigns, local youth attending rallies in Ottawa, two school events, Dundalk International Youth Day and the Owen Sound Summer Streetfest.
Vaccine Preventable Diseases

The Vaccine Preventable Diseases program reviews the immunization status of all children enrolled in licensed child care programs in accordance with the Child Care and Early Years Act. In 2017, nurses assessed 596 children’s immunization records from 41 child care centres in Grey Bruce. Parents of children with incomplete immunization records were notified of required vaccines. The immunization status of child care staff were also assessed for compliance with Medical Officer of Health recommendations.

Immunization records for all children attending school were assessed by nurses in accordance with the Immunization of School Pupils Act. As a result of this assessment, 1,695 letters were sent to parents requesting additional information on the child’s immunization status. Of those, 636 students were issued suspension orders for incomplete immunization records and 51 students were suspended from school. Most students were back in class within 2 to 3 days of the suspension being ordered. The goal is to ensure optimal disease protection for all school children.

Immunization of School Pupils Act coverage rates for Grey Bruce students

<table>
<thead>
<tr>
<th>Birth Year (Age)</th>
<th># children of this birth year attending school in Grey Bruce</th>
<th>% children up to date with immunizations for: diphtheria, measles, mumps, polio, rubella and tetanus</th>
</tr>
</thead>
<tbody>
<tr>
<td>2009 (7 years)</td>
<td>1586</td>
<td>98.87%</td>
</tr>
<tr>
<td>2000 (17 years)</td>
<td>1376</td>
<td>95.06%</td>
</tr>
</tbody>
</table>

Public health provides school based vaccine services for children in elementary and secondary schools throughout Grey Bruce, including public schools, separate schools, private schools and parochial schools. Nurses administered 2,385 doses of Hepatitis B vaccine, 2,645 doses of Human Papillomavirus Vaccine and 1,488 doses of meningococcal vaccine at more than 250 school clinics. Coverage rates for school based vaccines in Grey Bruce consistently exceed the provincial average.

Public health provides community based immunization clinics for clients who do not have a primary health care provider and for priority populations such as clients accessing homeless shelters and Mennonite/Amish populations. These community based clinics administered 1,262 immunizations to 805 clients in 2017.

The Vaccine Preventable Disease program initiated a pain mitigation strategy in 2017. Research indicates that vaccinations can be upsetting, causing unnecessary stress and anxiety for some children and may result in parents to delay or avoid vaccinations, leaving their children without protection from serious disease. Pain mitigation strategies employed during clinic and school based immunizations included promoting breastfeeding, positioning the child securely and using distraction techniques. All of these pain mitigation strategies help to minimize stress during immunization. Pain mitigation was also added to the immunization best practice guidance document.
Respiratory Syncytial Virus (RSV) can pose a serious threat to newborn infants. Grey Bruce Health Unit offered RSV vaccine to 30 families in 2016/2017. A total of 116 injections were administered to vulnerable infants. This program is coordinated by Ministry of Health and Long-Term Care and hospital partners including Sick Kids, London Health Sciences and Grey Bruce Health Services.

Reports of adverse events following immunization are rare, but all health care providers are required to report adverse events to public health. In 2017, 9 reports of adverse events were received and entered into a provincial database which examines each event and looks to enhance vaccine safety for all.

Public health is required to inspect the fridges of all health care providers who administer publicly funded vaccines. In 2017, 108 fridges were inspected. Nurses also monitor vaccine inventory and approve vaccine orders for health care providers.

The Vaccine program works closely with local health care providers to ensure they have the most up to date immunization information and research. In 2017, seven outreach presentations were made to over 54 local health care providers on topics including influenza, high risk and school vaccines and the publicly funded vaccine schedule.

Grey Bruce continues to lead the province in the use of information technology to improve immunization record reporting and systems integration. In 2017, Grey Bruce piloted the parent immunization reporting system used by health units across the province.

**Healthy Communities**

**Creating Healthy Communities for All**

**Taking Action for Population Health Outcomes**

Working with partners throughout Grey Bruce, public health takes a leadership role to move current research into practice to create change that will positively impact overall health and well-being. In anticipation of the updated 2018 Ontario Public Health Standards, program plans and priorities have been aligned with Ministry objectives.

**Strengthening Community Action**

Working with:

- Bruce County Housing to engage community members from the Old Durham Road complex in Walkerton to support community-building, developing relationships and enhancing health and wellbeing.
- Grey County Housing and members in the Owen Sound Alpha Street and the Meaford Victoria Village communities to create healthy neighbourhoods and build partnerships to engage the residents.
- Southgate Youth Action Committee, Bruce Peninsula Youth Coalition, Youth Roots of Grey Bruce, Kincardine and Area Youth Action Council and supporting committees to support youth engagement.
- Community leaders to increase capacity to sustain healthy public policy.
• Partners to improve capacity to deliver the Good Food Box and community access to affordable, fresh produce.
• Bruce Grey Poverty Task Force to strengthen community advocacy in response to local poverty, food insecurity, housing, transportation and health equity issues.
• Bruce Grey Sustainability Network and Bruce Grey Poverty Task Force to support the Fall Food Gathering.

Developing Personal Skills

Empowering Individuals
Providing education and skill building opportunities:
• 300 adults and youth attended the Grey Bruce We C.A.R.E. Share event, organized by 14 community partners, to support mental health in Grey Bruce.
• 30 Grey Bruce families shared their personal narrative as a means to support Breastfeeding Friendly communities.
• 30 faith communities welcomed breastfeeding families into their communities.
• 29 Early Childhood Educators were trained in the importance of physical literacy and given tools and activities to integrate physical literacy into their programming. Public health staff were trained to be physical literacy facilitators for future workshops.
• Engaged 1,399 older adults and/or care providers at health fairs; 532 older adults at community presentations; and older adults through CHAPS clinics on risk of falls and fall prevention.
• Delivered the Canada Prenatal Nutrition Program in Hanover and Owen Sound in partnership with Keystone Child, Youth, & Family Services.

Where we learn
• 200 youth leaders and adult leads from 12 schools within both the Bluewater and the Bruce Grey Catholic District School Boards were trained as Mental Health Champions.
• The Youth Mental Health & Addiction Champion Project was presented at the National Healthy School Community Forum.
• The Healthy Schools Toolkit was updated to guide schools to create a healthier school environment in a planned, integrated and holistic way.
• 14 schools participated in the School Food Environment project to identify common food practices in schools and highlight best practices.
• The new Practical Guide for Menu Planning and Supportive Nutrition Environments in Child Care Settings was introduced to more than 25 childcare centre cooks during the annual workshop.
• Fall prevention display kits were created for Bruce County libraries.

Where we live
• South East Grey Healthy Kids Community Challenge Choose to Boost Veggies and Fruits engaged the community to support healthy eating strategies.
• Working with the Town of Hanover Age Friendly committee to develop and implement an action plan to address local needs.
• Supported the Grey Bruce Council on Aging in their work with municipalities to
develop a coordinated region-wide approach to age friendly communities.
• Working to establish the South Bruce Safe Communities committee and
Parachute Canada Safe Communities designation.
• Supported the Bruce Peninsula Safe Communities committee in receiving
Parachute Canada Safe Communities designation.
• A Grandparents Guide to Supporting Breastfeeding was adapted and distributed
to raise understanding of the benefits of breastfeeding.
• A Call to Action: Working Collectively to Prevent Falls across the Lifespan paper
and municipal falls assessment checklists were created to support safe
community practices related to falls and injury prevention.
• Provided fall prevention, low-risk drinking guidelines and nutrition education at
community health fairs.
• Completed the 2017 Nutritious Food Basket surveillance to determine the cost of
eating well in Grey Bruce. Hungry for Action advocacy infographics were updated
and used to support awareness of the cost of eating well and local food
insecurity.
• Supported OSHaRE community meal program evaluation through multi-
stakeholder focus groups.

Where we play
• PLAY received an Ontario Sport and Recreation Community Fund grant to
refresh the brand, promote play across the lifespan and engage recreation staff,
coaches and parents in physical literacy and physical activity.
• Getting Started with Healthy Eating in Your Recreation Setting resource
packages from the Ontario Dietitians in Public Health workgroup were distributed
to municipal leaders and community recreation partners to support healthy eating
in recreation settings.

Reorienting the Health Care System
• Fall prevention training delivered to Personal Support Worker and Registered
Practical Nursing students and healthcare staff across Grey Bruce.
• The updated Registered Nurses’ Association of Ontario Best Practice Guidelines
for fall prevention were shared at two health care provider events.
• Finding Balance banners and material were displayed at public health clinics and
at Grey Bruce Health Services Owen Sound during fall prevention month.
• Supported Grey Bruce Health Services Senior Friendly Committee.
• 24 healthcare providers trained in Age Friendly Care.
• Building a Social Determinants of Health Oriented Practice in Primary Care
resource developed and distributed to healthcare providers and primary care
partners to raise awareness about the social determinants of health.
• Presentations to two family health teams (Sauble, Hanover) on social
determinants of health and strategies to improve health equity.
• Provincial Social Determinants of Health network collaboration of Public Health
Nurses to share resources, provide updates and enhance capacity in recognizing
and addressing social determinants of health.
• NutriSTEP annual survey of eight primary care sites, two Aboriginal Health Centres and the addition of the Native Cultural Resource Centre to monitor and increase use of the nutrition screening tool for children aged three to five years.
• Ensure provision of clinical and public health placements for two dietetic interns from the Dietetic Education and Practical Training program at Brescia University.
• 32 health care providers attended the Registered Nurses’ Association of Ontario Level 2 Engaging Clients Who Use Substances workshop.
• Partners in the Indigenous Fall Prevention Network engaged in initiatives to address Indigenous inequities with regard to fall related injuries.
• Personal Support Workers from Saugeen First Nation and Chippewas of Nawash were trained in Aging and Fall Prevention workshops.

Building Healthy Public Policy
Community Engagement
• Community alcohol conversations were conducted with 18 community groups involving 152 participants to better understand the public’s perception on the culture of drinking and to collect possible solutions offered by the community.
• A Designing Public Spaces to Support Vibrant Communities workshop was held for municipal and county staff, elected officials, developers, health professionals and community stakeholders.
• Participated on the RentSafe Project to research tenants’ experiences of unhealthy housing and recommendations for action and advocacy to improve living conditions. Supported new provincial RentSafe tenant advocacy network.

Partner Engagement
• Supported the development and distribution of the Fall Prevention Toolkit containing resources and information to practitioners, event planners and older adults on the topic of fall prevention.
• Municipal Concussion Policy Toolkit was created and distributed to municipalities to assist in the development and implementation of concussion policies.
• Baby Friendly Business Toolkit was created and distributed to municipalities and businesses to support creating breastfeeding welcome environments.
• All 17 municipalities were requested to adopt Sandy’s Law in their municipal alcohol policies. Sandy’s Law requires all establishments that serve liquor to display signs cautioning women who are pregnant that the consumption of alcohol during pregnancy is the leading cause of Fetal Alcohol Spectrum Disorders.
• Supported Grey County with a Health in All Policies review of their official plan: Recolour Grey.
• A Healthy Development Checklist: Tool to Help Guide Healthy Community Development was created in partnership with Grey and Bruce counties and included as a key document in Grey County’s official plan.
• Hanover and South Bruce formally endorsed as Breastfeeding Friendly Communities.
• Advocated for Above Standard Housing with social service providers and through a review of property by-law standards.
• Engaged local municipalities and community groups in food systems advocacy through endorsement of the Bruce Grey Food Charter. Municipal endorsements included: Grey Highlands, Chatsworth, Northern Bruce Peninsula, and Saugeen Shores.
• Contributed to the development of the Grey County Local Agri-Food Strategy.
• Support the launch of the Grey Bruce Food Assets Map to facilitate understanding of issues relating to food security and the local food system.

Emergency Preparedness
Public health’s role in emergency preparedness is to ensure a consistent and effective response to public health emergencies.

A Hazard Identification Risk Assessment based on the most likely risks with public health impacts was updated to support exercises, training and emergency plans. A business impact analysis was completed to support the continuity of operations in the event of an emergency. Public Health Inspectors were added to the 24/7 on-call system, along with Public Health Managers and the Medical Officer of Health.

Public Health Inspectors were linked with each of the 17 municipal Community Emergency Management Coordinators to strengthen relationships and support each other’s emergency plans. Attendance and participation at municipal emergency exercises and meetings more than tripled compared to 2016.

Supporting staff to understand their role in the event of an emergency.
• Staff received daily emergency preparedness emails during Emergency Preparedness Week.
• An on-line staff training module was developed for staff and Board of Health.
• Presentation to all staff on emergency preparedness during Directors’ Forum
• 30 staff attended Incident Management System training, including an exercise testing public health response, presented by Public Health Ontario.
• Presentations provided to Public Health Nurses and Public Health Inspectors outlining their role and responsibilities in an emergency.

In 2018, emergency preparedness will transition from a program standard to a foundational standard, entitled emergency management, to reflect public health’s role beyond preparedness to include emergency response and recovery.

Healthy Environments
Above-Standard Housing Project
The Above-Standard Housing Project continued to engage with property owners, tenants and regulatory/service agencies to address substandard housing issues. Activities included landlord focus groups, liaison between Public Health Inspectors and municipal by-law enforcement and assisting in roll out of a province-wide survey of landlords in relation to substandard housing issues.
The Grey Bruce Health Unit is an affiliate member of the Canadian Partnership for Children’s Health and Environment that sponsors the provincial RentSafe initiative.

**Radon Awareness**
Radon is a second largest cause of lung cancer after smoking and the number one cause of lung cancer in non-smokers. Naturally occurring, radon is an odourless and colorless gas. It can enter home from anywhere there is contact with ground.

The only way to determine concentration of radon in a home is to test. Grey Bruce Health Unit has taken an initiative to provide free long term radon testing kits to area residents. Working with municipal partners, approximately 500 kits were distributed from 10 locations throughout Grey Bruce. These kits included prepaid envelopes to return kits to the testing lab. Without disclosing any private information, the results will support our understanding about the prevalence of radon in Grey Bruce and, in turn, will inform public education activities.

**Rabies Control**
In 2017, five bats tested positive for rabies in Grey Bruce. While no terrestrial rabies has been reported locally since 2009, the incidence of the virus in both wildlife and domestic animals in adjacent jurisdictions underscores the importance of ongoing vigilance.

There were 489 animal bite investigations involving 303 dog and 113 cat bites as well as 23 exposures to wildlife and livestock. This is not a significant change from 2016 when 513 animal biting incidents were investigated. Rabies prophylaxis was provided to 49 individuals; up from 42 incidents requiring prophylaxis in 2016.

We continue to partner with the local veterinarian community on a voucher program to make rabies immunization more accessible to low income pet owners. The program had been in place for a number of years but was revised in 2016. Participating veterinary clinics offer a reduced fee for immunization services.

**Vector-Borne Disease**

**Tick surveillance**
Lyme disease tick surveillance included collection of ticks found on pets and animals at 14 sentinel sites and ticks submitted found on humans. A total of 178 locally-acquired ticks were reported in 2017, 40 were sourced from humans with the remaining 138 from participating veterinary clinics. Of these 178 locally-acquired ticks, 117 (65.7%) were identified as blacklegged. One tick tested positive for Borrelia burgdorferi, the bacterium that causes Lyme disease.

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

In addition to passive surveillance, active surveillance in the form of tick dragging will be carried out in selected areas in 2018. Tick dragging attempts to establish the ongoing presence of ticks at various times of the year to confirm the existence of a breeding population.
West Nile Virus Mosquito Surveillance
Last year Ontario saw a resurgence in the number of mosquitoes across the province testing positive for West Nile Virus (WNV) as well as a marked increase in both human and equine cases. In Grey Bruce, a trapping project was initiated mid-season at three sites in response to this resurgence. The project identified the presence of mosquito species capable of transmitting WNV but none were positive for the virus. However, a trap maintained by Health Canada within Grey Bruce did yield positive mosquitoes. Three reported human cases of WNV were locally-acquired and a fourth case was of unknown origin. Several locally-acquired equine cases were identified.

Food Safety
The Food Safety Protocol directs public health in the prevention and reduction of food-borne illness through inspection of food premises, food handler training and timely response to reports of food-borne illness, outbreaks, unsafe food handling practices, food recalls, consumer complaints and food related issues arising from emergencies.

Inspection
High-risk food premises are inspected every four months with a total of 808 inspections. Moderate-risk food premises are inspected every six months for a total of 1,015 inspections. Frequent inspection is important as high and moderate risk food premises prepare and handle foods where the risk of food-borne illness is more likely. There were 495 inspections of low risk premises. There were 200 re-inspections of food premises.

Investigation and Enforcement
In addition to food premises inspections, Public Health Inspectors investigated 55 food premises complaints, 12 food product complaints and 21 food-borne illnesses. One Section 13 order under the Health Protection and Promotion Act was issued.

Menu Labelling
Healthy Menu Choices Act came into effect on January 1, 2017 requiring inspection of food premises with 20 or more locations in Ontario for compliance of menu labelling requirements. New premises are required to be inspected for menu labelling within one year of opening. A new module was developed in HealthSpace to record inspection data. An inventory of 170 premises was identified and all premises received an inspection.

Public Education
The Food Safety Protocol requires provision of food safety information and/or educational materials to assist in the safe handling of food.

- Farmers’ market brochure was shared with market managers prior to market season instructing vendors on labelling requirements for food products sold at markets. Labelling assists in quickly responding to and informing customers of a compromised product.
- Resource packages were provided to the 68 school breakfast club programs.
- Resource manuals were emailed to all children’s summer recreational camps.
• Media initiatives undertaken to provide tips to the general public on summer food safety.

**Food Handler Certification**
Food handler training continues to be very successful with 246 individuals certified. Participants learn about safe food handling, preventing food-borne illness, potentially hazardous foods, basic microbiology, sanitation, food allergies, and pest control. There were 6 classroom courses with 110 participants certified. The *In Good Hands* self-study online course certified 136 participants.

**Safe Water**

**Pools, Spas and Other Recreational Water Facilities**
Regular inspections are required to control for conditions that could lead to communicable disease and/or safety issues. Last year 192 facilities including public pools, spas, splash pads, wading pools and water slide receiving basins were inspected. Results are available on our website. In 2018, oversight of these facilities is being combined into one provincial regulation to provide clarity to the requirements and efficiency in enforcement.

**Beaches**
Environmental surveys and bi-weekly sampling was carried out at eight beaches in Grey Bruce during the summer. In 2017, a review of the beach monitoring program was undertaken to determine if improvements could be made to address risks associated with recreational water use. The review indicated that public awareness of risk factors associated with water quality was more effective than relying on beach sampling results.

As a result, 2018 sampling will be rescheduled to monthly as opposed to bi-weekly. Signage will advise of the conditions contributing to poor water quality and the action to take when these conditions are observed. In addition, the number of beaches to be monitored with increase from 8 to 13.

**Small Drinking Water Systems**
Small drinking water systems on-site inspections are conducted to determine risk rating of the system as well as compliance with applicable regulation in order to assess the safety of the drinking water supply and to reduce the incidence of water-borne illness. The Ministry of Health and Long-Term Care risk categorization tool determines the risk rating and allows the inspector to direct the operator to apply specific requirements for water sampling and operational monitoring.

The inventory shows 454 Small Drinking Water Systems in the region. High-risk systems require inspection once every two years. Low and medium risk systems require inspection once every four years. There were 206 inspections conducted in 2017.

There were 27 boil water advisories issued in 2017, up from 18 in 2016.
New in 2017, an electronic newsletter was developed for owners/operators of Small Drinking Water Systems. Sent out monthly from July to December, it covered topics such as legislation, directive requirements and opening and closing a seasonal facility.

In partnership with three southwest health units a resource manual and educational program is under development for owners/operators of Small Drinking Water Systems. This will be piloted in Grey Bruce in 2018.

**Private Drinking Water**
To meet the Safe Water Protocol requirement of providing educational material to private citizens a *Private Well Water Manual* resource was adapted with permission of Middlesex London Health Unit. Copies were printed and the electronic version was posted on the health unit website. Social media posts supported messaging to private well owners of well maintenance, stewardship and sampling.

Sample bottles, forms and information provided by the Public Health Ontario Laboratories to promote water sampling and testing are available from 16 locations across Grey Bruce. An interactive map of the locations for water bottle drop off and pick up was created on the public website.

**Tobacco Enforcement**
Youth access to tobacco products is a health promotion indicator as measured by the percentage of tobacco vendors in compliance with *Smoke-Free Ontario Act*. The target is 90% or greater. Tobacco Enforcement and Education Officers conducted 309 tobacco retail checks resulting in six sales to minors, three charges and an overall compliance rate of 98.4%, comparable to the previous year.

The *Electronic Cigarettes Act* prohibits the sale and supply of electronic cigarettes to anyone under the age of 19 years. An annual test shop, with youth ages 15 to 18, are used to ensure compliance. This was the second year for electronic cigarette test shops. Of 73 test shops, there were four sales and four charges, again comparable to last year. An educational approach was used in the first year of the program in 2016 with no charges laid. However, charges were laid in 2017 as per the Ministry of Health and Long-Term Care progressive enforcement with the use of more stringent charging options to reflect the frequency and severity of the level of non-compliance.

There were two tobacco vendor workshops with a total of 19 participants. These free workshops are designed to help retail staff understand their responsibilities under the *Smoke-Free Ontario Act* and *Electronic Cigarettes Act*. The workshops reviewed the importance of preventing sales to minors and emphasized the consequences of breaking this law. Employers/owners were given information and resources on how to meet their responsibilities of due diligence, including how to create a policy and train staff to prevent the sale of products to minors.

The *Who is 25?* campaign uses test shoppers to determine if clerks are properly asking for ID under the *Smoke-Free Ontario Act*, and *Electronic Cigarettes Act*. Clerks are required to ask for ID from anyone that looks younger than 25. The test shopper used in
the campaign was between 19 and 25 years old and legally eligible to purchase tobacco products and electronic cigarettes. Of the 146 locations tested, 134 correctly asked for ID; 12 locations were flagged for not asking for ID. The ban on sales of electronic cigarettes to youth under 19 years started in 2016. The Who is 25? campaign ran for the second time with 50 electronic cigarette vendors receiving a visit. Of the retail locations tested, 45 correctly asked for ID and five did not. This is a significant improvement over last year. All vendors not asking for ID received follow up from a Tobacco Enforcement and Education Officer. The Annual Retailer Newsletter included the campaign results and additional educational materials.

Tobacco Enforcement and Education Officers undertake progressive enforcement based on the Ontario Public Health Standards and Ministry directives towards the Smoke-Free Ontario Act, Electronic Cigarettes Act, and Grey County bylaw 4872-14. In 2017, 225 investigations/inquiries were conducted resulting in 98 warnings and 35 charges.

New in 2017, 101 special event packages were shared with organizers regarding the requirements for smoke-free outdoor spaces. Organizers were given free banners and signs for display at events to educate the public on where smoking was prohibited.

The Youth Diversion program offers youth between 14 to 16 years the alternative of 20 hours community service in lieu of a charge under the Smoke-Free Ontario Act. Partners taking on youth for this program include Wiarton Salvation Army, Saugeen First Nations Fire Department, Chippewas of Nawash Economic Development Office, Hanover Recreation Department and Meaford Community Living. There were six youth participating in 2017, comparable to 2016.
Board of Health Minutes

Date: Friday, March 23, 2018
Location: Grey Bruce Health Unit
Time: 10:05 a.m. – 12:25 p.m.
Members Present: Alan Barfoot (Chair), Paul Eagleson, Stewart Halliday, David Inglis, Laurie Laporte, Sue Paterson, David Shearman, Mitch Twolan, Arlene Wright, Will Rogers

Regrets:

Also Present: Dr. Hazel Lynn, Dr. Ian Arra, Drew Ferguson, Kristy Hansford, Melissa Clancy

Special Guests: Patrick Rowan, Feldman Daxon Partners Inc.

Secretary: Sue Brown

1.0 Call to Order
Chair, Alan Barfoot, declared quorum present and called the meeting to order at 10:05 a.m.

2.0 Amendments to Agenda
Add:
Under Adoption of Minutes - Item 5.1 MOH/Acting MOH Appointment
Under Adoption of Minutes - Item 5.2 BOH Executive/MOH Recruitment Committee minutes from March 5, 2018
Under MOH Report - Item 8.1.2 Radon Funding
Under Other Business - Item 10.3 Registration for 2018 Healthy Communities Conference

3.0 Approval of Agenda
Moved by: Sue Paterson Seconded by: Arlene Wright
“THAT, the agenda for Friday, March 23, 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
5.1 Friday, February 23, 2018
After advisement from the Public Health Division of the Ministry of Health and Long-Term Care, the Board of Health proposes an amendment to motion
2018-18 appointing Dr. Hazel Lynn as Medical Officer of Health, from the meeting on February 23, 2018.

Previous Motion:

Moved by: Laurie Laporte           Seconded by: David Shearman
“THAT, the Board of Health for the Grey Bruce Health Unit appoint Dr. Hazel Lynn as Medical Officer of Health effective March 17, 2018 as per Part VI, Section 62(1)(a) of the Health Protection and Promotion Act (HPPA); and further that the Board of Health request that the Minister of Health and Long-Term Care approve the appointment as per Part VI, Section 64(c) of the HPPA.”

Carried

Motion to Amend:

Moved by: Arlene Wright           Seconded by: Mitch Twolan
“THAT, the Board of Health amend motion 2018-18 appointing Dr. Hazel Lynn as Medical Officer of Health by substituting it with the following; THAT, the Board of Health for the Grey Bruce Health Unit appoint Dr. Hazel Lynn as Acting Medical Officer of Health as per Part VI, Section 69(1); and further that the Board of Health request that the Minister of Health and Long-Term Care approve the appointment.”

Carried

In the minutes from February 23, 2018, motion 2018-18 will now read:

Moved by: Laurie Laporte           Seconded by: David Shearman
“THAT, the Board of Health for the Grey Bruce Health Unit appoint Dr. Hazel Lynn as Acting Medical Officer of Health as per Part VI, Section 69(1); and further that the Board of Health request that the Minister of Health and Long-Term Care approve the appointment.”

Carried

Motion to accept as amended:

Moved by: David Shearman           Seconded by: David Inglis
“THAT, the Board of Health accept the motion as amended.”

Carried

Moved by: Paul Eagleson           Seconded by: Stewart Halliday
“THAT, the minutes of Friday, February 23, 2018 be approved as amended.”

Carried

MOH/Acting MOH Appointment
Due to uncertainty in the timing of when the Ministry might approve Dr. Lynn’s appointment, interim MOH coverage must be put into place.

Moved by: Mitch Twolan Seconded by: Sue Paterson
“THAT, the Board of Health approve Dr. Miriam Klassen to cover any required Section 22 orders under the HPPA, until such time that the Ministry approves Dr. Hazel Lynn’s appointment.”

Carried

5.2 BOH Executive Committee, BOH Recruitment Minutes – March 5, 2018
Moved by: David Inglis Seconded by: Laurie Laporte
“THAT, the BOH Executive/MOH Recruitment Committee minutes from March 5, 2018 be approved as presented.”

Carried

Melissa Clancy left the meeting at: 10:25 am

6.0 Presentation: Roots of Empathy, Amanda McManaman and Susan Shular.

7.0 Correspondence
7.1 Haliburton, Kawartha, Pine Ridge District Health Unit Resolution, Repeal of Section 43 of the Criminal Code Refresh 2017
Moved by: Mitch Twolan Seconded by: David Shearman
“THAT, the Board of Health endorse Haliburton, Kawartha, Pine Ridge District Health Unit’s resolution in support of the repeal of Section 43 of the Criminal Code of Canada that justifies the use of physical punishment of children between the ages of 2 and 12, and FURTHER THAT, the Board of Health indicate it’s support by endorsing the Joint Statement on Physical Punishment of Children and Youth.”

Carried

7.2 Sudbury and Districts Health Unit Resolution Re. Tobacco and Smoke-Free Campuses
Moved by: David Inglis Seconded by: Stewart Halliday
“THAT, the Board of Health endorse Public Health Sudbury and Districts resolution regarding tobacco and smoke-free campuses, and THAT, the Board of Health urge local post-secondary institutions to enhance existing policies to achieve 100% tobacco and smoke-free campuses, and FURTHER THAT, this motion be forwarded to local post secondary leadership, the MOHLTC, CMOH, Ministry of Advanced Education and Skills Development, all Ontario Boards of Health and local MP’s and MPP’s.”

Carried
7.3 Haliburton, Kawartha, Pine Ridge District Health Unit Re. 2018 Annual Service Plan and Budget
Moved by: Mitch Twolan   Seconded by: Arlene Wright
“THAT, the Board of Health endorse Haliburton, Kawartha, Pine Ridge District Health Unit’s letter to the Minister of Health and Long-Term Care regarding their Annual Service Plan and 2018 Budget, and THAT, the Board of Health urge the Minister of Health and Long-Term Care to reconsider it’s decision to implement a four-year budget freeze for Public Health Units, and FURTHER requests an earlier budget approval that the historic September to November timeframe.”

Carried

7.4 Response from Premier of Ontario Re. Immunization for Childcare Workers
Moved by: Sue Paterson   Seconded by: Stewart Halliday
“THAT, the Board of Health receives correspondence item 7.4, response from the Premier of Ontario regarding GBHU motion in support of Immunization for Childcare Workers.”

Carried

8.0 Reports
8.1 March Reports
8.1.1 MOH Report – Second-hand Smoke and Cannabis in Multi-Unit Dwellings – Dr. Ian Arra
Drawing on data from the Smoke Free Housing Ontario survey conducted by Ipsos Reid examining second hand smoke exposure in Multi-Unit Dwellings, Dr. Ian Arra explored the issues around what we can expect with the legalization of cannabis.

Dr. Arra advised the Board with regard to the Cannabis Working Group that has been formed to address both internal and external issues in relation to legalization of cannabis. Working group met earlier this week and approved terms of reference.

The Board directed a resolution be prepared to promote smoke-free strategies in relation to cannabis and that the resolution could be used by municipalities and other community partners as a basis for their support of smoke-free initiatives.

8.1.2 Radon Funding
Dr. Arra advised that no decision has been made by the Ministry with regards to the grant request for Radon Detection Kits but based on the success of the program in 2017 it will be repeated in 2018, with some modifications to streamline distribution process.

8.1.3 Program Report – March
8.2 News Releases
8.2.1 Help Available to File Tax Returns
8.2.2 Oscar Nominations Show Too Much Smoking
8.2.3 2018 Healthy Communities Conference
8.2.4 Fourth Annual Mental Health ‘SHARE’ Event – Registration Now Open
   Moved by: Mitch Twolan  Seconded by: Sue Paterson
   “THAT, the Board of Health receives the March reports as presented.”
   Carried

9.0 Financial Report
9.1 January and February Financial Reports will be presented at the April Meeting

10.0 Other Business
10.1 Building Update – Darren Lynk
Darren reported the roof is 95% done and is on target for on-time completion. A few substandard issues were identified from the original installation and have been addressed.

The Community Infrastructure Renewal Fund (CIRF) request for the penthouse roof and the insulation/cladding of the ductwork and skylights has been submitted for the year 2018.

We had our 10-year inspection of our generator fuel system and with new Technical Standards & Safety Authority (TSSA) requirements; we need to make some mandatory upgrades. The amount is sufficient that we will be proceeding with a Request for Tender (RFT). We have applied for money from CIRF to cover this expense in this year (2018) but will use our capital fund if this is not successful.

10.2 Draft BOH Self-Evaluation
10.2.1 Self-Evaluation
The Ontario Public Health Organizational Standards require the Board of Health to have a self-evaluation process. Board members are asked to review a list of core responsibilities and best practices and rate how well they thought they were doing as individual members and as well as the Board collectively. Board members were in agreement with everything presented including the timeline suggested of annually in May. Board members also felt that a small assessment of the evaluation in June would be beneficial.

10.2.2 Member Self-Assessment

10.2.3 Policy IV-407 BOH Self-Evaluation
   Moved by: Mitch Twolan  Seconded by: Arlene Wright
   “THAT, the Board of Health approve the self-evaluation, the member self-assessment and policy IV-407 BOH Self-Evaluation as presented.”
   Carried
10.3 Registration for 2018 Healthy Communities Conference
Board members were asked to email Erin if they are interested in attending
the 2018 Healthy Communities Conference and Erin will register them.

_Dr. Ian Arra left the meeting at 12:00 p.m._

11.0 In-Camera
Moved by: Stewart Halliday    Seconded by: Paul Eagleson
“THAT, the Board of Health does now go into closed session at 12:00 p.m. to discuss
labour relations or employee negotiations and that Sue Brown, will remain present as
recording secretary and Dr. Hazel Lynn, Drew Ferguson, Kristy Hansford and
Melissa Clancy will remain present.”

Carried

_The Board returned to open session at 12:25 pm. with Chair Barfoot presiding._

Moved by: David Shearman    Seconded by: Sue Paterson
“THAT, the Board of Health for the Grey Bruce Health Unit award the contract for HR
Executive Recruitment Consulting Services to Feldman Daxon Partners Inc.”

Carried

12.0 Adjournment
By motion of David Inglis, the Board of Health meeting adjourned at 12:25 p.m.

Next Meeting:
Friday, April 27, 2018 at 10:00 a.m.
Grey Bruce Health Unit, Owen Sound

Alan Barfoot
Chairperson

Dr. Hazel Lynn
Acting Medical Officer of Health

Sue Brown
Recording Secretary
Corporation of the County of Grey
By-Law 5016-18

A By-law to Authorize the Warden and Clerk to Execute a Transfer Payment Agreement Between the Corporation of the County of Grey and the Ministry of Agriculture, Food and Rural Affairs for the Rural Economic Development Program

WHEREAS the Council of the County of Grey adopted the recommendations of the Committee of the Whole minutes dated April 26, 2018 approving the entering into a Transfer Payment Agreement for the Rural Economic Development Program for Rural Newcomer Integration;

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

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

1. The Warden and Clerk are hereby authorized and directed to execute, and the Clerk to affix the Corporate seal thereto, the Rural Economic Development Program Transfer Payment Agreement with the Ministry of Agriculture, Food and Rural Affairs for Rural Newcomer Integration.

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 10th day of May, 2018.

___________________________  __________________________
WARDEN: Stewart Halliday          CLERK: Heather Morrison
RURAL ECONOMIC DEVELOPMENT PROGRAM

AGREEMENT BETWEEN:

HER MA JEST Y THE QUEEN IN RIGHT OF ONTARIO
as represented by the Minister of Agriculture, Food and Rural Affairs
(the "Province")

- and -

THE CORPORATION OF THE COUNTY OF GREY
CRA # 106979388
(the "Recipient")

I. BACKGROUND

The Recipient has applied to the Ontario Ministry of Agriculture, Food and Rural Affairs (OMAFRA) for funding under the Rural Economic Development (RED) program to assist the Recipient in carrying out the project.

The Recipient intends to carry out the Project under the Program.

The Province wishes to provide Funds to the Recipient for the Project.

II. CONSIDERATION

In consideration of the mutual covenants and agreements contained in this agreement (the “Agreement”) and for other good and valuable consideration, the receipt and sufficiency of which is expressly acknowledged, the Province and the Recipient (the “Parties”) agree as follows:

III. ENTIRE AGREEMENT

This Agreement, including:

- Schedule “A” – General Terms And Conditions,
- Schedule “B” – Operational Requirements And Additional Terms And Conditions,
- Schedule “C” – Project Description,
- Schedule “D” – Project Financial Information,
- Schedule “E” – Reporting, and
- any amending agreement entered into as provided below,

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

IV. COUNTERPARTS

This 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.

V. AMENDING AGREEMENT

This Agreement may only be amended by a written agreement duly executed by the Parties.
VI. ACKNOWLEDGEMENT

The Recipient:
(a) acknowledges that it has read and understands the provisions contained in the entire Agreement; and
(b) agrees to be bound by the terms and conditions in the entire Agreement.

IN WITNESS WHEREOF the Parties have executed this Agreement on the dates set out below.

HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO,
as represented by the Minister of Agriculture, Food and Rural Affairs

Name: Randy Jackiw
Title: Assistant Deputy Minister

I have the authority to bind the Crown pursuant to delegated authority.

THE CORPORATION OF THE COUNTY OF GREY

Name: Stewart Halliday
Title: Warden of the County of Grey

I/We have authority to bind the Recipient.

Name: Heather Morrison
Title: Clerk

Date:

Date:
SCHEDULE “A”
GENERAL TERMS AND CONDITIONS

ARTICLE 1
INTERPRETATION AND DEFINITIONS

1.1 Interpretation. For the purposes of interpreting the Agreement:

(a) Words in the singular include the plural and vice versa;
(b) Words in one gender include all genders;
(c) The headings do not form part of this Agreement; they are for reference purposes only and will not affect the interpretation of the Agreement;
(d) Any reference to dollars or currency will be in Canadian dollars and currency;
(e) Any reference to a statute means a statute of the Province of Ontario, unless otherwise indicated;
(f) Any reference to a statute is to that statute and to the regulations made pursuant to that statute as they may be amended from time to time and to any statute or regulations that may be passed that have the effect of supplanting or superseding that statute or regulation unless a provision of the Agreement provides otherwise;
(g) All accounting terms will be interpreted in accordance with the Generally Accepted Accounting Principles and all calculations will be made and all financial data to be submitted will be prepared in accordance with the Generally Accepted Accounting Principles; and
(h) The words “include”, “includes” and “including” denote that the subsequent list is not exhaustive.

1.2 Definitions. In the Agreement, the following terms will have the following meaning:

“Additional Terms And Conditions” means the terms and conditions referred to in section 8.1 of Schedule “A” of this Agreement and specified in section B.2 of Schedule “B” of this Agreement.

“Arm’s Length” has the same meaning as set out in the Income Tax Act (Canada) as it read on the Effective Date of this Agreement, and as treated or defined under Generally Accepted Accounting Principles.

“Auditor General” means the Auditor General of Ontario and/or the Auditor General of Canada, depending on the context.

“BPSAA” means the Broader Public Sector Accountability Act, 2010.

“Budget” means the budget attached as section D.3 of Schedule “D” of this Agreement.

“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 is closed for business.

“Claim Submission Deadline” means the date or dates set out under section D.4 of Schedule “D” of this Agreement.

“Contract” means an agreement between the Recipient and a third-party whereby the third-party agrees to provide a good or service for the Project in return for financial consideration that may be claimed by the Recipient as an Eligible Cost.
“Cost-Share Funding Percentage” means the percentage the Province will pay toward the Recipient’s Eligible Costs, as set out under section D.1.1 of Schedule “D” of this Agreement.

“Incurred” in relation to costs, means a cost that a Recipient has become liable for, regardless whether actual payment has occurred (i.e., the Recipient has received the goods or services).

“Effective Date” means the date on which this Agreement is effective, as set out under section B.1.1 of Schedule “B” of this Agreement.

“Eligible Costs” means those costs set out under section D.6 of Schedule “D” of this Agreement.

“Incurred” in relation to costs, means a cost that a Recipient has become liable for, regardless whether actual payment has occurred (i.e., the Recipient has received the goods or services).

“Expiration Date” means the date on which this Agreement will expire, as set out under section B.1.2 of Schedule “B” of this Agreement, unless amended or terminated prior to this date in accordance with the terms and conditions of this Agreement.


“Failure” means a failure to comply with any term, condition, obligation under any other agreement that the Recipient has with Her Majesty the Queen in Right of Ontario or one of Her agencies.

“FIPPA” means the Freedom of Information and Protection of Privacy Act.

“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, the Expiration Date, or the termination of this Agreement, whichever comes first; 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, the Expiration Date, or the termination of this Agreement, whichever comes first.

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

“Guidelines” means any written documents setting out the criteria governing the operation of the Program.

“Holdback” means the amount set out under section D.1.3 of Schedule “D” of this Agreement.

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

“Ineligible Costs” means those costs set out under section D.7 of Schedule “D” of this Agreement.

“Maximum Funds” means the maximum amount of Funds the Province will provide to the Recipient under this Agreement, as set out under section D.1.2 of Schedule “D” of this Agreement.

“MFIPPA” means the Municipal Freedom of Information and Protection of Privacy Act.

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

“Notice Period” means the period of time within which the Recipient is required to remedy an Event of Default, and includes any such period or periods of time by which the Province considers it reasonable to extend that time.

“Party” means either the Province or the Recipient, unless the context implies otherwise.

“Program” means the program created by the Province entitled Rural Economic Development Program under Order-in-Council 201/2011, as amended.

“Project” means the undertaking described in Schedule “C” of this Agreement.

“Project Approval Date” means the date set out in section B.1.3 of Schedule “B” of this Agreement.
“Project Completion Date” means the date that the Recipient must complete its Project under this Agreement, as set out in section B.1.4 of Schedule “B” of this Agreement.

“PSSDA” means the Public Sector Salary Disclosure Act, 1996.

“Reports” means the reports set out under Schedule “E” of this Agreement.

“Requirements of Law” means all applicable statutes, regulations, by-laws, ordinances, codes, official plans, rules, approvals, permits, licenses, authorizations, orders, decrees, injunctions, directions and agreements with all authorities that now or at any time hereafter may relate to the Recipient, the Project, the Funds and this Agreement. Without limiting the generality of the foregoing, if the Recipient is subject to the BPSAA, the PSSDA or any other type of broader public sector accountability legislative provisions, those broader public sector accountability legislative provisions are deemed to be a Requirement of Law.

“Term” means the period of time beginning on the Effective Date of this Agreement and ending on the Expiration Date or the termination of this Agreement, whichever is shorter.

1.3 Conflict. Subject to section 8.1 of Schedule “A” of this Agreement, in the event of a conflict between this Schedule “A” of the Agreement and any other Schedule of this Agreement, the terms and conditions set out under this Schedule “A” of the Agreement will prevail.

ARTICLE 2
REPRESENTATIONS, WARRANTIES AND COVENANTS

2.1 General. The Recipient represents, warrants and covenants that:

(a) It is, and will continue to be for the Term of this Agreement, an eligible applicant as described in the Guidelines with full power to fulfill its obligations under this Agreement;

(b) It has, and will continue to have for the Term of this Agreement, the experience and expertise necessary to carry out the Project;

(c) It has the financial resources necessary to carry out the Project and is not indebted to any person(s) to the extent that that indebtedness would undermine the Recipient’s ability to complete the Project by the Project Completion Date;

(d) It is in compliance with all Requirements of Law and will remain in compliance with all Requirements of Law for the Term related to any aspect of the Project, the Funds or both for the term of this Agreement; and

(e) Unless otherwise provided for in this Agreement, any information the Recipient provided to the Province in support of its request for Funds, including any information relating to any eligibility requirements, was true and complete at the time the Recipient provided it.

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

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

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

2.3 Governance. The Recipient represents, warrants and covenants that it has, and will maintain, in writing, for the term of this Agreement:

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

(b) Procedures to ensure the ongoing effective functioning of the Recipient;

(c) Decision-making mechanisms for the Recipient;
Procedures to enable the Recipient to manage the Funds prudently and effectively;
Procedures to enable the Recipient to successfully complete the Project;
Procedures to enable the Recipient to, in a timely manner, identify risks to the completion of the Project and develop strategies to address those risks;
Procedures to enable the preparation and delivery of all Reports required under this Agreement; and
Procedures to enable the Recipient to deal with such other matters as the Recipient considers necessary to ensure that the Recipient carries out its obligations under this Agreement.

2.4 Supporting Documentation. Upon request, and within the time period indicated in the Notice, the Recipient will provide the Province with proof of the matters referred to in this Article 2 of Schedule “A” of this Agreement.

2.5 Additional Covenants. The Recipient undertakes to advise the Province within five (5) Business Days of:
(a) Any changes that affect its representations, warranties and covenants under sections 2.1, 2.2 or 2.3 of Schedule “A” of this Agreement during the Term of the Agreement; and
(b) Any actions, suits or other proceedings which could or would reasonably prevent the Recipient from complying with the terms and conditions of this Agreement.

ARTICLE 3
FUNDS AND CARRYING OUT THE PROJECT

3.1 Funds Provided. The Province will:
(a) Provide Funds to the Recipient up to the Maximum Funds, based on the Cost-Share Funding Percentage, for the sole purpose of carrying out the Project;
(b) Provide the Funds to the Recipient in accordance with section D.5 of Schedule “D” of this Agreement provided that the Recipient makes claims for payment of Funds in accordance with section D.5 of Schedule “D” of this Agreement;
(c) Provide funding as long as the total combined amount of provincial and federal assistance for the Eligible Costs actually incurred and paid by the Recipient do not exceed ninety per cent (90%) of those costs; and
(d) Deposit the Funds into an account designated by the Recipient, provided that account:
   (i) Resides at a Canadian financial institution, and
   (ii) Is in the name of the Recipient.

3.2 Limitation On Payment Of Funds. Despite section 3.1 of Schedule “A” of this Agreement:
(a) The Province is not obligated to provide any Funds to the Recipient until the Recipient provides the insurance certificate or other proof as the Province may request pursuant to section 11.2 of Schedule “A” of this Agreement;
(b) The Province is not obligated to provide any Funds until it is satisfied with the progress of the Project;
(c) The Province may adjust the amount of Funds it provides to the Recipient without liability, penalty or costs in any Funding Year based upon the Province’s assessment of the information provided by the Recipient pursuant to Article 6 of Schedule “A” of this Agreement;
(d) If, pursuant to the FAA, the Province does not receive the necessary appropriation from the Ontario Legislature for payment under this Agreement, the Province is not obligated to make any such payment, and, as a consequence, the Province may:

(i) Reduce the amount of Funds and, in consultation with the Recipient, change the Project without liability, penalty or costs; or
(ii) Recover Funds already paid to the Recipient; or
(iii) Terminate the Agreement pursuant to section 13.1 of Schedule “A” of this Agreement;

(e) The Province shall impose a Holdback on any payment of Funds and will not be obligated to pay that Holdback to the Recipient until after the Province approves the Recipient’s Final Report pursuant to Article 6 of Schedule “A” of this Agreement; and

(f) The Province is not obligated to pay interest on the Holdback as described in (e) or any other payments under this Agreement.

3.3 Use Of Funds And Project. The Recipient will:

(a) Carry out the Project in accordance with the terms and conditions of this Agreement;
(b) Complete the Project by the Project Completion Date;
(c) Not use the Funds for Ineligible Costs;
(d) Use the Funds only:
   (i) for Eligible Costs that are necessary for the purposes of carrying out the Project; and
   (ii) for those activities set out in section D.3.1 of Schedule “D” of this Agreement; and
(e) Use the Funds only in accordance with the Budget.

3.4 Province’s Role Limited To Providing Funds. For greater clarity, the Province’s role under this Agreement is strictly limited to providing Funds to the Recipient for the purposes of the Project and the Province is not responsible for carrying out the Project. Without limiting the generality of the foregoing, the fact that the Province may conduct reviews and/or audits of the Project as provided for in this Agreement or issues directions, approves changes to the Project or imposes conditions upon an approval in accordance with the terms and conditions of this Agreement will not be construed by the Recipient as the Province having a management, decision-making or advisory role in relation to the Project. The Recipient further agrees that the Recipient will not seek to include the Province as a decision-maker, advisor or manager of the Project through recourse to a third party, court, tribunal or arbitrator.

3.5 No Changes. The Recipient will not make any changes to the Project, including to the Budget or timelines, without the prior written consent of the Province.

3.6 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. The Recipient will hold the Funds in trust for the Province until the Recipient needs the Funds for the Project.

3.7 Recipient Earning Interest. If the Recipient earns any interest on the Funds, the Province may:

(a) Deduct an amount equal to the interest from any further installment of the Funds; or
(b) Demand from the Recipient the repayment of an amount equal to the interest.
3.8 **No Provincial Payment Of Interest.** The Province is not required to pay interest on any Funds under this Agreement. For greater clarity, this includes interest on any Funds that the Province has withheld paying to the Recipient.

3.9 **Maximum Funds.** The Recipient acknowledges and agrees that the Funds available to it pursuant to this Agreement will not exceed the Maximum Funds.

3.10 **Rebates, Credits And Refunds.** The Recipient acknowledges and agrees that the amount of Funds available to it pursuant to this Agreement is based on the actual costs to the Recipient, less any costs, including taxes, for which the Recipient has received, will receive or is eligible to receive, a rebate, credit or refund.

3.11 **Funding, Not Procurement.** For greater clarity, the Recipient acknowledges and agrees that:

(a) It is receiving funding from the Province for the Project and is not providing goods or services to the Province; and

(b) The funding the Province is providing under this Agreement is funding for the purposes of the PSSDA.

**ARTICLE 4**

**RECIPIENT’S ACQUISITION OF GOODS AND SERVICES AND DISPOSAL OF ASSETS**

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

(a) Do so through a process that is transparent, fair and promotes the best value for the money expended and at competitive prices that are no greater than fair market value after deducting trade discounts and/or any other discounts available to the Recipient; and

(b) Comply with any Requirements of Law that may be applicable to how the Recipient acquires any goods or services or both.

4.2 **Contracts.** The Recipient will ensure that all Contracts:

(a) Are consistent with this Agreement;

(b) Do not conflict with this Agreement;

(c) Incorporate the relevant provisions of this Agreement to the fullest extent possible;

(d) Require that any parties to those Contracts comply with all Requirements of Law; and

(e) Authorize the Province to perform audits of the parties to those Contracts in relation to the Project as the Province sees fit in connection with Article 6 of Schedule “A” of this Agreement.

4.3 **Disposal.** The Recipient will not, without the Province’s prior written consent, sell, lease or otherwise dispose of any asset purchased or created with the Funds or for which Funds were provided, the cost of which exceeded the amount set out in section B.1.5 of Schedule “B” of this Agreement at the time of purchase within the date set out in section B.1.6 of Schedule “B” of this Agreement.
ARTICLE 5
CONFLICT OF INTEREST

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

5.2 Conflict Of Interest Includes. For the purposes of this Article, a conflict of interest includes any circumstances where:
   (a) The Recipient; or
   (b) Any person who has the capacity to influence the Recipient’s decisions, has outside commitments, relationships or financial interests that could, or could be seen to, interfere with the Recipient’s objective, unbiased and impartial judgment relating to the Project, the use of the Funds or both.

5.3 Disclosure To The 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 impose as a result of the disclosure.

ARTICLE 6
REPORTING, ACCOUNTING AND REVIEW

6.1 Preparation And Submission. The Recipient will:
   (a) Submit to the Province at the address referred to in section B.1.7 of Schedule “B” of this Agreement all Reports in accordance with the timelines and content requirements set out in Schedule “E” of this Agreement, or in a form as specified by the Province from time to time;
   (b) Submit to the Province at the address provided in section B.1.7 of Schedule “B”, of this Agreement or in a manner specified by the Province, 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 are completed to the satisfaction of the Province; and
   (d) Ensure that all Reports are signed on behalf of the Recipient by an authorized signing officer and that the accompanying confirmation has been completed.

6.2 Records Maintenance. The Recipient will keep and maintain:
   (a) All financial records, including invoices, relating to the Funds or otherwise to the Project in a manner consistent with generally acceptable accounting principles; and
   (b) All non-financial documents and records relating to the Funds or otherwise to the Project.

6.3 Inspection. The Province, its authorized representatives or an independent auditor identified by the Province may, at their own expense, upon twenty-four (24) hours’ Notice to the Recipient during normal business hours, enter upon the Recipient’s premises to review the progress of the Project and the Recipient’s allocation and expenditure of the Funds and, for these purposes, the Province, its authorized representatives or an independent auditor identified by the Province may take one or more of the following actions:
   (a) Inspect and copy the records and documents referred to in section 6.2 of Schedule “A” of this Agreement;
   (b) Remove any copies made pursuant to section 6.3(a) of Schedule “A” of this Agreement from the Recipient’s premises; and
(c) Conduct an audit or investigation of the Recipient in respect of the expenditure of the Funds, the Project or both.

6.4 Disclosure. To assist in respect of the rights set out under section 6.3 of Schedule “A” of this Agreement, the Recipient will disclose any information requested by the Province, its authorized representatives or an independent auditor identified by the Province and will do so in the form requested by the Province, its authorized representatives or an independent auditor identified by the Province, as the case may be.

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

6.6 Auditor General. For greater certainty, the Province’s rights to audit under this Article 6 of the Agreement are in addition to any rights provided to the Auditor General.

ARTICLE 7
COMMUNICATIONS

7.1 Acknowledgement And Support. Unless otherwise directed by the Province, the Recipient will acknowledge the support of the Province in the form and manner set out under section B.1.8 of Schedule “B” of this Agreement.

7.2 Approvals Prior To Publication. The Recipient will submit all Project-related publications – whether written, oral or visual – to the Province for the approval of the Province prior to publication. The Recipient will indicate, in all of its Project-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.

7.3 Publication By The Province. The Recipient agrees that the Province may, in addition to any obligations the Province may have under FIPPA, publicly release information under this Agreement, including the Agreement itself, in hard copy or in electronic form, on the internet or otherwise. Without limiting the generality of the foregoing, the types of information the Province may publicize includes:

(a) The Recipient’s name;
(b) A description of the Recipient’s Project;
(c) The amount of Funds the Recipient was approved to receive under this Agreement; and
(d) The amount of Funds the Recipient actually received under this Agreement.

7.4 News Releases. The Recipient will ensure that all news releases related to the Project and created by the Recipient:

(a) Are approved beforehand by the Province and
(b) Include quotes from the Province, unless the Province declines to participate.

7.5 News Conferences. The Recipient will notify the Province in a timely manner of any planned news conferences organized by the Recipient to facilitate the attendance of the Province. The date for the news conference and other logistical considerations will be negotiated between the Province and the Recipient.
ARTICLE 8
ADDITIONAL TERMS AND CONDITIONS

8.1 Additional Terms And Conditions. The Recipient will comply with any Additional Terms and Conditions set out under section B.2 of Schedule “B” of this Agreement. In the event of a conflict or inconsistency between any of the requirements of the Additional Terms and Conditions and any requirements of this Schedule “A” of the Agreement, the Additional Terms and Conditions will prevail.

ARTICLE 9
DISCLOSURE OF INFORMATION PROVIDED BY RECIPIENT

9.1 FIPPA. The Recipient acknowledges that the Province is bound by the FIPPA and undertakes to perform its obligations under this Agreement in a manner that ensures that the Province is not in breach of its obligations under FIPPA.

9.2 Disclosure Of Information. Any information provided to the Province in connection with the Project or otherwise in connection with this Agreement may be subject to disclosure in accordance with FIPPA and any other Requirements of Law.

ARTICLE 10
INDEMNITY

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

10.2 Recipient’s Participation. The Recipient will, at its expense, to the extent requested by the Province, participate in or conduct the defence of any proceeding against any Indemnified Parties and any negotiations for their settlement.

10.3 Province’s Election. The Province may elect to participate in or conduct the defence of any proceeding by providing Notice to the Recipient of such election without prejudice to any other rights or remedies of the Province under this Agreement, at law or in equity. Each Party participating in the defence will do so by actively participating with the other’s counsel.

10.4 Settlement Authority. The Recipient will not enter into a settlement of any proceeding against any Indemnified Parties unless the Recipient has obtained the prior written approval of the Province. If the Recipient is requested by the Province to participate in or conduct the defence of any proceeding, the Province, as the case may be, will co-operate with and assist the Recipient to the fullest extent possible in the proceeding and any related settlement negotiations.

10.5 Recipient’s Co-operation. If the Province conducts the defence of any proceedings, the Recipient will co-operate with and assist the Province, as the case may be, to the fullest extent possible in the proceedings and any related settlement negotiations.
ARTICLE 11
INSURANCE

11.1 Recipient’s Insurance. The Recipient represents and warrants that it has, and will maintain for the Term of this Agreement, at its own cost and expense, with insurers having a secure A.M. Best rating of B+ or greater, or the equivalent, all necessary and appropriate insurance that a prudent person carrying out a project similar to the Project 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 two million dollars ($2,000,000.00) per occurrence. The 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 Project or under this Agreement;
(b) A cross-liability clause;
(c) Contractual liability coverage; and
(d) A thirty (30) day written notice of cancellation provision.

11.2 Proof Of Insurance. The Recipient will provide the Province with certificates of insurance, or other proof as the Province may request within the time limit set out in that request, that confirms the insurance coverage as required under section 11.1 of Schedule “A” of this Agreement. Upon the request of the Province, the Recipient will make available to the Province a copy of each insurance policy.

11.3 Right Of “First Call” On Insurance Proceeds. The Recipient will provide the Indemnified Parties with a right of “first call” or priority over any other person, including the Recipient, to use or enjoy the benefits of the proceeds from the insurance policy required under section 11.1 of Schedule “A” of this Agreement to pay any suits, judgments, claims, demands, expenses, actions, causes of action and losses (including without limitation, reasonable legal expenses and any claim for a lien made pursuant to the Construction Lien Act and for any and all liability, damages to property and injury to persons (including death)) that may be brought against the Indemnified Parties as a result of this Agreement.

ARTICLE 12
TERMINATION ON NOTICE

12.1 Termination On Notice. The Province may terminate the Agreement at any time without liability, penalty or costs upon giving at least thirty (30) days’ Notice to the Recipient.

12.2 Consequences Of Termination On Notice By The Province. If the Province terminates this Agreement pursuant to section 12.1 of Schedule “A” of this Agreement, the Province may take one or more of the following actions:

(a) Direct that the Recipient does not incur any costs for the Project that are Eligible Costs under this Agreement without the Province’s prior written consent;
(b) Cancel any further payments of the Funds;
(c) Demand the repayment of any Funds remaining in the possession or under the control of the Recipient; and
(d) 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 section 12.2(b) of Schedule “A” of this Agreement; and
Subject to section 3.9 of Schedule “A” of this Agreement, provide Funds to the Recipient to cover such costs.

ARTICLE 13
TERMINATION WHERE NO APPROPRIATION

13.1 Termination Where No Appropriation. If, as provided for in sections 3.2(d) of Schedule “A” of this Agreement, the Province does not receive the necessary appropriation from the Ontario Legislature for any payment the Province is to make pursuant to this Agreement, the Province may terminate the Agreement immediately without liability, penalty or costs by giving Notice to the Recipient.

13.2 Consequences Of Termination Where No Appropriation. If the Province terminates this Agreement pursuant to section 13.1 of Schedule “A” of this Agreement, the Province may take one or more of the following actions:
(a) Cancel any further payments of the Funds;
(b) Demand the repayment 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 section 13.2(b) of Schedule “A” of this Agreement.

13.3 No Additional Funds. For greater clarity, if the costs determined pursuant to section 13.2(c) of Schedule “A” of this Agreement exceed the Funds remaining in the possession or under the control of the Recipient, the Province will not provide additional Funds to the Recipient.

ARTICLE 14
EVENT OF DEFAULT, CORRECTIVE ACTION AND TERMINATION FOR DEFAULT

14.1 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 term of the Agreement, including failing to do any of the following in accordance with the terms and conditions of this Agreement:
   (i) Carry out the Project;
   (ii) Use or spend the Funds;
   (iii) Provide, in accordance with section 6.1 of Schedule “A”, Reports or any such other reports as may have been requested pursuant to section 6.1(b) of Schedule “A”, under this Agreement; or
   (iv) The Recipient fails to follow any directions that the Province provides under this Agreement.
(b) The Recipient’s operations, or its organizational structure, changes such that it no longer meets one or more of the eligibility requirements of the Program under which the Province provides the Funds;
(c) The Recipient makes an assignment, proposal, compromise, or arrangement for the benefit of creditors, or a creditor makes an application or an order adjudging the Recipient bankrupt, or applies for the appointment of a receiver; or
(d) The Recipient ceases to operate.
14.2 **Consequences Of Events Of Default And Corrective Action.** If an Event of Default occurs, the Province may, at any time, take one or more of the following actions:

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

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

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

(d) Reduce the amount of Funds by an amount the Province determines is appropriate, acting reasonably;

(e) Cancel any further payments of the Funds;

(f) Demand the repayment of any Funds remaining in the possession or under the control of the Recipient;

(g) Demand the repayment of an amount equal to any Funds the Recipient used, but did not use in accordance with the terms and conditions of this Agreement;

(h) Demand the repayment of an amount equal to any Funds the Province provided to the Recipient, even though the Project is partially completed; and

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

14.3 **Opportunity To Remedy.** If, in accordance with section 14.2(b) of Schedule “A” of this Agreement, 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.

14.4 **Recipient Not Remediying.** If the Province has provided the Recipient with an opportunity to remedy the Event of Default pursuant to section 14.2(b) of Schedule “A” of this Agreement, and;

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

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

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

the Province may extend the Notice Period, or initiate any one or more of the actions provided for in sections 14.2(a), (c), (d), (e), (f), (g), (h) and (i) of Schedule “A” of this Agreement.

14.5 **When Termination Effective.** Termination under this Article 14 of Schedule “A” of this Agreement will take effect as set out in the Notice.

**ARTICLE 15**

**FUNDS AT THE END OF A FUNDING YEAR**

15.1 **Funds At The End Of A Funding Year.** Without limiting any rights of the Province under Article 14 of Schedule “A” of this Agreement, if the Recipient has not spent all of the Funds allocated for the Funding Year as provided for in the Budget, the Province may take one or both of the following actions:

(a) Demand the return of the unspent Funds; and

(b) Adjust the amount of any further payments of Funds accordingly.
ARTICLE 16
FUNDS UPON EXPIRY

16.1 Funds Upon Expiry. The Recipient will, upon the expiry of the Agreement, return to the Province any Funds remaining in its possession or under its control.

ARTICLE 17
REPAYMENT

17.1 Repayment Of Overpayment. If at any time during the Term of this Agreement the Province provides Funds in excess of the amount to which the Recipient is eligible to receive under this Agreement, the Province may:
   (a) Deduct an amount equal to the excess Funds from any further payments of the Funds; or
   (b) Demand that the Recipient pay an amount equal to the excess Funds to the Province.

17.2 Debt Due. If, pursuant to this Agreement:
   (a) The Province demands the payment of any Funds or an amount equal to any Funds from the Recipient; or
   (b) The Recipient owes any Funds or an amount equal to any Funds to the Province, whether or not their return or repayment has been demanded by the Province, 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 or return the amount to the Province immediately, unless the Province directs otherwise. For greater clarity, in the event that 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, this section 17.2 of Schedule “A” of this Agreement will not affect any Funds that the Recipient is holding in trust for the Province under section 3.6 of Schedule “A” of this Agreement.

17.3 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.

17.4 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 at the address referred to in section 18.1 of Schedule “A” of this Agreement.

17.5 Repayment. Without limiting the application of section 43 of the FAA, if the Recipient fails to repay any amount owing under this 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.

17.6 Funds Are Part Of A Social Or Economic Program. The Recipient acknowledges and agrees that any Funds provided under this Agreement are for the administration of social or economic programs or the provision of direct or indirect support to members of the public in connection with social or economic policy.

ARTICLE 18
NOTICE

18.1 Notice In Writing And Addressed. Notice will be in writing and will be delivered by email, postage-paid mail, personal delivery or fax and will be addressed to the Province and the Recipient respectively as set out in section B.1.9 of Schedule “B” of this Agreement or as either Party later designates to the other by Notice.
18.2 **Notice Given.** Notice will be deemed to have been given:

(a) In the case of postage-paid mail, five (5) Business Days after the Notice is mailed; or
(b) In the case of email, personal delivery or fax, one (1) Business Day after the Notice is delivered.

18.3 **Postal Disruption.** Despite section 18.2(a) of Schedule “A” of this Agreement, in the event of a postal disruption,

(a) Notice by postage-prepaid mail will not be deemed to be received; and
(b) The Party giving Notice will provide Notice by email, personal delivery or fax.

**ARTICLE 19**

**CONSENT BY PROVINCE AND COMPLIANCE BY RECIPIENT**

19.1 **Consent.** When the Province provides its consent pursuant to this Agreement, that consent will not be considered valid unless that consent is in writing and the person providing that consent indicates in the consent that that person has the specific authority to provide that consent. The Province may also impose any terms and conditions on such consent and the Recipient will comply with such terms and conditions.

**ARTICLE 20**

**SEVERABILITY OF PROVISIONS**

20.1 **Invalidity Or Unenforceability Of Any Provision.** The invalidity or unenforceability of any provision in this Agreement will not affect the validity or enforceability of any other provision of this Agreement. Any invalid or unenforceable provision will be deemed to be severed.

**ARTICLE 21**

**WAIVER**

21.1 **Waivers In Writing.** If a Party fails to comply with any term or condition of this Agreement that Party may only rely on a waiver of the other Party if the other Party has provided a written waiver in accordance with the Notice provisions in Article 18 of Schedule “A” of this Agreement. Any waiver must refer to a specific failure to comply and will not have the effect of waiving any subsequent failures to comply. For greater clarity, where the Province chooses to waive a term or condition of this Agreement, such waiver will only be binding if provided by a person who indicates in writing that he or she has the specific authority to provide such a waiver.

**ARTICLE 22**

**INDEPENDENT PARTIES**

22.1 **Parties Independent.** The Recipient acknowledges and agrees that it 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.

**ARTICLE 23**

**ASSIGNMENT OF AGREEMENT OR FUNDS**

23.1 **No Assignment.** The Recipient will not, without the prior written consent of the Province, assign any of its rights or obligations under this Agreement.
23.2 Agreement Binding. All rights and obligations contained in this Agreement will extend to and be binding on the Parties’ respective heirs, executors, administrators, successors and permitted assigns.

ARTICLE 24
GOVERNING LAW

24.1 Governing Law. This 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 this Agreement will be conducted in the Courts of Ontario, which will have exclusive jurisdiction over such proceedings.

ARTICLE 25
FURTHER ASSURANCES

25.1 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 this Agreement to their full extent.

ARTICLE 26
JOINT AND SEVERAL LIABILITY

26.1 Joint And Several Liability. Where the Recipient comprises 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 this Agreement.

ARTICLE 27
RIGHTS AND REMEDIES CUMULATIVE

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

ARTICLE 28
ACKNOWLEDGMENT OF OTHER LEGISLATION AND DIRECTIVES

28.1 Recipient Acknowledges. The Recipient acknowledges that:

(a) By receiving Funds it may become subject to legislation applicable to organizations that received funding from the Government of Ontario, including the BPSAA, the PSSDA and the Auditor General Act;

(b) Her Majesty the Queen in Right of Ontario has issued expenses, perquisites and procurement directives and guidelines pursuant to the BPSAA; and

(c) It will comply with any such legislation, including directives issued thereunder, to the extent applicable.
ARTICLE 29
JOINT AUTHORSHIP

29.1 Joint Authorship Of Agreement. The Parties will be considered joint authors of this Agreement and no provision herein will be interpreted against one Party by the other Party because of authorship. No Party will seek to avoid a provision herein because of its authorship through recourse to a third party, court, tribunal or arbitrator.

ARTICLE 30
FAILURE TO COMPLY WITH OTHER AGREEMENT

30.1 Other Agreements. If the Recipient:
(a) Has committed 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 under this Agreement without liability, penalty or costs for such period as the Province determines appropriate.

ARTICLE 31
SURVIVAL

31.1 Survival. The provisions of this Agreement that by their nature survive the expiration or early termination of this Agreement will so survive for a period of seven (7) years from the date of expiry or termination. Without limiting the generality of the foregoing, the following Articles and sections, and all applicable cross-referenced sections and schedules will continue in full force and effect for a period of seven (7) years from the date of expiry or termination: Articles 1 and any other applicable definitions, 9, 10, 17, 18, 20, 21, 24, 25, 27 and 29 as well as sections 3.2(d), 3.2(e), 3.4, 3.9, 3.10, 3.11, 6.1 (to the extent that the Recipient has not provided the Reports to the satisfaction of the Province), 6.2, 6.3, 6.4, 6.5, 6.6, 12.2, 13.2, 14.1, 14.2, 14.4 of Schedule “A” of this Agreement and any cross-referenced Schedules therein as well as any other provision in this Agreement that specifically sets out it will survive the expiration or early termination of this Agreement. Despite the above, section 4.3 of Schedule “A” shall survive for a period of two (2) years from the date of expiry or termination of this Agreement.

ARTICLE 32
BPSAA

32.1 BPSAA. For the purposes of clarity, if the Recipient is subject to the BPSAA and there is a conflict between any of the requirements of this Agreement and the requirements of the BPSAA, the BPSAA will prevail.
SCHEDULE “B”
OPERATIONAL REQUIREMENTS AND ADDITIONAL TERMS AND CONDITIONS

B.1 OPERATIONAL REQUIREMENTS

B.1.1 Effective Date. The Effective Date of this Agreement is: April 6, 2018

B.1.2 Expiration Date. The Expiration Date of this Agreement is: March 31, 2020

B.1.3 Project Approval Date. The Project Approval Date is the same as the Effective Date.

B.1.4 Project Completion Date. The Project Completion Date is: March 31, 2019

B.1.5 Disposal Of Assets. The amount for the purposes of section 4.3 of Schedule “A” of this Agreement is fifty thousand dollars ($50,000.00) unless Ontario’s contribution is less than twenty five thousand dollars ($25,000.00) in which case section 4.3 of Schedule “A” of this Agreement does not apply.

B.1.6 Asset Retention Time Period. For the purposes of section 4.3 of Schedule “A” of this Agreement the Recipient will retain the asset(s) for two (2) years from the date that the Project is completed.

B.1.7 Submission Of Publications For Approval And Reports. All Reports and Project-related publications under this Agreement will be submitted to:

Name: Ontario Ministry of Agriculture, Food and Rural Affairs
Address: Rural Programs Branch
4th Floor NW, 1 Stone Road West
Guelph, Ontario N1G 4Y2
Attention: Jennifer Dale, Program Coordinator
Fax: 519-826-3398
Email: RED@ontario.ca

or any other person identified by the Province in writing.

B.1.8 Recognition Of Provincial Support: The Recipient will acknowledge the Province’s support for the Project in the following manner:

The Recipient will include on all Project-related publications – whether written, oral or visual – graphic identifiers of the Program or a tag line that is acceptable to the Province. All Project-related publications, including the manner in which Program support is recognized on such publications, are subject to approval by the Province under section 7.2 of Schedule “A” of this Agreement.

B.1.9 Providing Notice. All Notices under this Agreement will be provided to:

<table>
<thead>
<tr>
<th>The Province:</th>
<th>The Recipient:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name: Ontario Ministry of Agriculture,</td>
<td>The Corporation of the County of Grey</td>
</tr>
<tr>
<td>Food and Rural Affairs</td>
<td></td>
</tr>
<tr>
<td>Address: 4th Floor NW, 1 Stone Road</td>
<td>595 Ninth Avenue East, County Building</td>
</tr>
<tr>
<td>West, Guelph, Ontario N1G 4Y2</td>
<td>Owen Sound, Ontario N4K 3E3</td>
</tr>
<tr>
<td>Attention: Brent Kennedy, Director</td>
<td>Savanna Myers, Manager of Economic</td>
</tr>
<tr>
<td></td>
<td>Development</td>
</tr>
<tr>
<td>Email: <a href="mailto:RED@ontario.ca">RED@ontario.ca</a></td>
<td><a href="mailto:savanna.myers@grey.ca">savanna.myers@grey.ca</a></td>
</tr>
</tbody>
</table>

or any other person identified by the Parties in writing through a Notice.
B.2 ADDITIONAL TERMS AND CONDITIONS

B.2.1 Notice Of Recipient’s Insolvency. The Recipient will:

(a) Provide the Province with Notice at least five (5) Business Days prior to making an assignment, proposal, compromise or arrangement for the benefit of its creditors and will not incur any additional costs for the Project under this Agreement without the Province’s prior written consent from the date the Notice is sent to the Province; and

(b) Provide the Province with Notice within five (5) Business Days of a creditor providing the Recipient with a notice of an intent to enforce security or applying for an order adjudging the Recipient bankrupt or the appointment of a receiver, and will not incur any additional costs under this Agreement without the prior approval of the Province from the date that the Recipient received notice of the creditor’s action.

B.2.2 Waiver of Right Of “First Call” On Insurance Proceeds. For this purposes of this Agreement:

(a) The Province waives the requirement that the Recipient provide a right of “first call” or priority over any other person, including the Recipient, on insurance proceeds as set under section 11.3 of Schedule “A” of this Agreement; and

(b) The Province maintains its right to use or enjoy the benefits of the proceeds from the insurance policy required under section 11.1 of Schedule “A” of this Agreement to pay any suits, judgments, claims, demands, expenses, actions, causes of action and losses (including without limitation, reasonable legal expenses and any claim for a lien made pursuant to the Construction Lien Act and for any and all liability, damages to property and injury to persons (including death)) that may be brought against the Indemnified Parties as a result of this Agreement.

[REST OF PAGE INTENTIONALLY LEFT BLANK - SCHEDULE “C” follows]
SCHEDULE “C”
PROJECT DESCRIPTION

C.1 PROJECT NAME
Regional Forum: Rural Newcomer Integration

C.2 PROJECT OBJECTIVE
The Corporation of the County of Grey will receive up to $15,000 to retain a consultant to prepare a workforce development plan.

C.3 ACTIVITIES

| The Recipient will | 1. Hire a consultant to prepare a workforce development plan. |

All activities identified above will be completed by the Project Completion Date identified under section B.1.4 of Schedule “B” of this Agreement.

[REST OF PAGE INTENTIONALLY LEFT BLANK - SCHEDULE “D” FOLLOWS]
SCHEDULE "D"
PROJECT FINANCIAL INFORMATION

D.1 FUNDING INFORMATION

D.1.1 Cost-Share Funding Percentage. The Cost-Share Funding Percentage is fifty per cent (50.00%) of incurred paid Eligible Costs up to the Maximum Funds.

The percentage noted above is rounded to a whole number. Note that for payment purposes, the percentage is calculated to 10 decimal places and is based on the Maximum Funds against the Project's Total Eligible Costs.

D.1.2 "Maximum Funds". The Maximum Funds the Recipient is eligible to receive from the Province under this Agreement is $15,000.00.

D.1.3 Holdback. The Holdback will be up to ten per cent (10%) of Maximum Funds from the final payment of Funds made under this Agreement.

D.2 INCURRING ELIGIBLE COSTS

D.2.1 Incurring Eligible Costs. The Recipient will incur Eligible Costs in accordance with the following chart and no later than by the Project Completion Date.

D.3 BUDGET

D.3.1 The Budget. The Budget for the Project is set out in the following chart:

<table>
<thead>
<tr>
<th>#</th>
<th>ELIGIBLE COST ITEM</th>
<th>$ AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Regional forum (Consulting fees)</td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Environmental scans/case studies (Consulting fees)</td>
<td></td>
</tr>
<tr>
<td></td>
<td>TOTAL ELIGIBLE COSTS UP TO</td>
<td>$30,000.00</td>
</tr>
</tbody>
</table>

D.3.2 Project Financing For Eligible Costs. The Financing for the Project is set out in the following chart:

<table>
<thead>
<tr>
<th>PROJECT FINANCING</th>
<th>$ AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>RED Funding</td>
<td>$15,000.00</td>
</tr>
<tr>
<td>The Corporation of the County of Grey</td>
<td>$5,000.00</td>
</tr>
<tr>
<td>The Corporation of the County of Perth and The Corporation of the County of Huron</td>
<td>$10,000.00</td>
</tr>
<tr>
<td>TOTAL ELIGIBLE COSTS</td>
<td>$30,000.00</td>
</tr>
</tbody>
</table>

D.4 CLAIM SUBMISSION DEADLINES

D.4.1 Claim Submission Deadlines. The Recipient will submit claims to the Province in accordance with whatever is the shorter time period:

(a) Claims or reports as set out in E.1 will be submitted after the end of each fiscal quarter according to the following schedule:
Q1 (April 1 to June 30) - by August 31;
Q2 (July 1 to September 30) - by November 30;
Q3 (October 1 to December 31) - by February 28; or
Q4 (January 1 to March 31) - by May 31.

(b) The Final Claim will be submitted within three (3) months after the Project Completion Date as specified in Schedule “B” (B.1.4).

Despite the foregoing, the Province is not required to accept or pay on any claims that have been submitted after the Recipient has submitted their Final Report and the Project has been closed. Only Eligible Costs that are incurred and paid will be reimbursed at the percent cost-share as per section D.1.1 of Schedule “D” of this Agreement.

D.5 PAYMENT OF FUNDS

D.5.1 Payment Of Funds. Subject to the terms and conditions of this Agreement, the Recipient will incur Eligible Costs in accordance with the following chart (Column B) and the Province will pay Funds to the Recipient in accordance with the following chart (Column C):

<table>
<thead>
<tr>
<th>FUNDING YEAR (A)</th>
<th>ELIGIBLE COSTS BY FUNDING YEAR (B)</th>
<th>MAXIMUM FUNDS BY FUNDING YEAR (C)</th>
</tr>
</thead>
<tbody>
<tr>
<td>2018-19</td>
<td>$30,000.00</td>
<td>$15,000.00</td>
</tr>
<tr>
<td>TOTAL</td>
<td>$30,000.00</td>
<td>$15,000.00</td>
</tr>
</tbody>
</table>

D.6 ELIGIBLE COSTS

D.6.1 Eligible Costs. Eligible Costs are those costs that are, in the Province’s sole and absolute discretion, necessary for the successful completion of the Project, properly and reasonably incurred, paid or reimbursed by the Recipient; and consistent with an Eligible Cost category as set out below in this section D.6.1 of Schedule “D” of the Agreement.

For greater clarity, Eligible Costs are those that are set out immediately below in this Section D.6.1 of Schedule “D” of this Agreement where those costs have been incurred and paid by the Recipient.

Eligible costs must be incurred by the Recipient on or after the Effective Date set out in section B.1.1 of Schedule “B” and by the Project Completion Date set out in section B.1.4 of Schedule “B”, which is identified in this Agreement.

Recipients must follow a process that is transparent and fair, that promotes the best value for the money expended and is at competitive prices that are no greater than the fair market value when purchasing goods or services, including consultants and contractors, for the Project. All businesses from which goods or services are purchased must be at arm's length to the Recipient in order for the costs to be considered eligible.

Eligible costs include:

(a) Project management, including:
   (i) Consultant’s fees;
   (ii) Project-related professional fees (e.g., legal, architectural and accounting fees); and
   (iii) Project evaluation.

(b) Minor capital, including:
   (i) Subcontractor’s fees;
(ii) Equipment (e.g., plumbing, electrical) and structural modifications to accommodate the installation of equipment within an existing building; and

(iii) Renovations and retrofits to existing structures (e.g., materials or supplies and labour to renovate an existing space).

(c) Training;

(d) Marketing or promotion-related costs;

(e) Travel costs in Canada and the continental United States associated with a specific public-facing event or series of events, public-facing hospitality costs directly related to the project, subject to provincial directives (including but not limited to the current Ontario Public Sector Travel, Meal and Hospitality Expenses Directive);

(f) Studies;

(g) Administrative costs directly related to project implementation (e.g., third-party expenses for printing or other administration); and

(h) Wages for new hires to work 100 per cent on project-related activities.

Other costs that are, in the Province’s sole and absolute discretion, direct, incremental and necessary for the successful completion of the Project, provided those costs have been approved by the Province in writing prior to being incurred.

D.7 INELIGIBLE COSTS

D.7.1 Ineligible Costs. The following costs are Ineligible Costs and therefore ineligible for funding under this Agreement. Those costs include, but are not limited to:

(a) Costs incurred prior to the Project Approval Date or after the Project Completion Date;

(b) Any cost not specifically required for the execution of a project;

(c) Normal operating costs associated with carrying out a business such as salaries and benefits for non-contract staff (i.e., full-time and part-time staff), office space, equipment and machinery, utilities, phone, materials, labour, board, committee and annual meetings;

(d) Deposits (prepayments), on their own, are not eligible for reimbursement as they are not an expense in the recipient’s financial records as the goods/services have yet to be fully received;

(e) Direct wage subsidies for existing staff or any other staff who are not 100 per cent dedicated to the activities required to complete the project;

(f) Costs to maintain compliance with current Requirements of Law that pertain to the current operations of the recipient;

(g) Any travel, meal or hospitality costs beyond those provided for in the current Ontario Public Sector Travel, Meal and Hospitality Expenses Directive;

(h) Any in-kind contribution, which are those goods and services that are contributed to a project by the Recipient, Co-recipient(s) or other sources that would otherwise have to be purchased or contracted in order to complete the Project;

(i) Financing charges, loan interest payments, bank fees and charges, as well as debt restructuring or fundraising;

(j) Major capital costs, including:

   (i) New construction of buildings, structures (moveable and non-moveable) and other major infrastructure;

   (ii) Additions to buildings, teardowns or rebuilds;

   (iii) Purchase or lease of land, buildings and facilities;
(iv) Power lines, plumbing, telecommunications/broadband lines or equipment, water lines outside of the building; and
(v) Community aesthetics and functionality (e.g., streetscaping, green space development, murals, street lights, paved surfaces, tree islands).

(k) Costs of vehicles;
(l) Taxes including Harmonized Sales Tax (HST);
(m) Any refund or rebate received, or which the Recipient is eligible to receive;
(n) Costs incurred in preparing an application;
(o) Cost of alcohol, international travel (outside of Canada and the continental United States), per diems, gifts or incentives;
(p) Costs of permits and approvals;
(q) Costs of academic research;
(r) Costs related to activities that directly influence or lobby any level of government;
(s) Sponsorship of conferences and events; and
(t) Honorariums, membership costs.

D.8 TRAVEL AND MEAL COSTS

If travel or meal costs are not necessary to complete the Project, any costs related to travel or meals will not be reimbursed by the Province.

D.8.1 Transportation. Local public transportation including hotel/airport shuttles should be used wherever possible. When road transportation is the most practical, economical way to travel the order of preference is rental vehicle then personal vehicle.

D.8.2 Rental Vehicles. Compact model or its equivalent is required. Exceptions to this are guided by the principle that the vehicle is the most economical and practical size, taking into account the business purpose, number of occupants and safety (including weather) considerations. Luxury and sports vehicles are prohibited. Gasoline charges are an eligible expense.

D.8.3 Personal Vehicle. If using a personal vehicle, daily logs must be kept to track the business use, with distances calculated in kilometers. The current rates for travelling (per kilometer) in a personal vehicle, based on kilometers accumulated from April 1 of each Funding Year, are as follows:

(a) From 0 – 4,000 km; $0.40 in Southern Ontario and $0.41 in Northern Ontario;
(b) From 4,001 – 10,700 km; $0.35 in Southern Ontario and $0.36 in Northern Ontario;
(c) From 10,701 – 24,000 km; $0.29 in Southern Ontario and $0.30 in Northern Ontario;
(d) More than 24,000 km; $0.24 in Southern Ontario and $0.25 in Northern Ontario; and
(e) Necessary expenditures for parking, tolls for bridges, ferries and highways are eligible. If 200 km or more will be driven a day, use of a rental vehicle is required.

D.8.4 Air and Rail Travel. Air and rail travel is permitted if it is the most practical and economical way to travel. Economy (coach) class is the standard option for ticket purchase. Business class is only appropriate on a train in limited circumstances such as:

(a) The need to work with a team;
(b) Choosing a travel time that allows you to reduce other expenditures or accommodation;
(c) Accommodation requirements; and
(d) Health and safety requirements.

The standard for international air travel is economy class. The lowest available airfares appropriate to particular itineraries are required to be sought and bookings are required to be made as far in advance as possible.
D.8.5 **Taxis.** Taxis may be justified in cases where:
(a) Group travel by cab is more economical than the total cost of individuals travelling separately by public transit or shuttle; or
(b) Taking a cab allows you to meet an unusually tight schedule for meetings.

D.8.6 **Accommodations.** Reimbursement can be made for single accommodation in a standard room. Private stays with friends or family are acceptable, and a cash payment or gift may be provided to the friends or family.
(a) A maximum of $30 per night is allowed for accommodation including any meals with friends or family, in lieu of commercial accommodation. The $30 value may be given in the form of a small gift (which must be accompanied by a receipt) or by cash or cheque.

D.8.7 **Travel-Related Tips/Gratuities.** Examples of reasonable amounts include:
(a) 10% - 15% on a restaurant meal;
(b) 10% on a taxi fare;
(c) $2 - $5 for housekeeping for up to two nights in a hotel, up to $10 for a longer stay; and
(d) $2 - $5 per bag for a porter.

D.8.8 **Telecommunication While Travelling.** Audio or video conferencing should be considered as an alternative to travel. Whenever possible, the least expensive means of communications should be used while travelling, such as calling card.

D.8.9 **Meals While Travelling.** Alcohol cannot be claimed and will not be reimbursed as part of a travel or meal expense. Taxes and gratuities are included in the meal rates. Reimbursement is for restaurant/prepared food only.

<table>
<thead>
<tr>
<th>Meals</th>
<th>Maximum Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Breakfast</td>
<td>$10.00</td>
</tr>
<tr>
<td>Lunch</td>
<td>$12.50</td>
</tr>
<tr>
<td>Dinner</td>
<td>$22.50</td>
</tr>
</tbody>
</table>

Meal Rates in U.S. (in Canadian dollars):

<table>
<thead>
<tr>
<th>Meals</th>
<th>Maximum Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Breakfast</td>
<td>$19.10</td>
</tr>
<tr>
<td>Lunch</td>
<td>$18.90</td>
</tr>
<tr>
<td>Dinner</td>
<td>$47.35</td>
</tr>
</tbody>
</table>

[REST OF PAGE INTENTIONALLY LEFT BLANK - SCHEDULE “E” FOLLOWS]
E.1 **Reporting Requirements.** The following Reports will be provided in full in the corresponding format provided hereafter and with such content as is satisfactory to the Province:

<table>
<thead>
<tr>
<th>Name of Report</th>
<th>Due Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Progress Report and Claim Statement</td>
<td>Both the Progress Report and Claim Statement together (Schedules “E.2” and “E.3” of this Agreement) as set out in D.4.1(a) will be submitted at a minimum of once every quarter for each Funding Year. A Progress Report and Claim Statement must be submitted even during periods where the amount claimed is zero, unless the Recipient has submitted the Final Report.</td>
</tr>
<tr>
<td>2. Final Claim</td>
<td>The final claim (Schedule “E.3” of this Agreement) is to be completed and submitted to the Province within three (3) months of the Project Completion Date (Schedule B.1.4 of this Agreement).</td>
</tr>
<tr>
<td>3. Final Report</td>
<td>The Final Report (Schedule “E.4” of this Agreement) is to be completed and submitted to the Province on or before: <strong>July 31, 2019</strong></td>
</tr>
<tr>
<td>4. Other Reports</td>
<td>As directed by the Province.</td>
</tr>
</tbody>
</table>

[REST OF PAGE INTENTIONALLY LEFT BLANK - SECTION “E.2” OF SCHEDULE “E”]
**SCHEDULE “E.2”**

**PROGRESS REPORT**

**File No.:** RED4-08280  
**Project Title:** Regional Forum: Rural Newcomer Integration

Progress Report and Claim Statement are to be completed and submitted to the Province at a minimum of once every quarter for each Funding Year for the Term of the Agreement unless a Final Report has been submitted. Please contact your Project Analyst should you have any questions filling in this report.

Please describe the project activities that have been completed or are in progress for this reporting period.

<table>
<thead>
<tr>
<th>Description of Activities</th>
<th>Approved Eligible Costs per Activity</th>
<th>Amount Claimed to Date per Activity</th>
<th>Activity Status (On, Ahead, or Behind Schedule)</th>
<th>Issues to Date and Actions Taken to Resolve Issues</th>
<th>Actual Expected Completion Date</th>
<th>Percentage of Activity Complete</th>
</tr>
</thead>
<tbody>
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</tbody>
</table>

For each RED outcome that you indicated on your application that would occur as a direct result of this project, please enter your results to date.

<table>
<thead>
<tr>
<th>Results to Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Number and description of economic development barriers addressed</td>
</tr>
<tr>
<td>Increased ability to undertake evidence-based planning to identify priorities and measure economic performance (Planning projects only)</td>
</tr>
<tr>
<td>Number and description of collaborations established</td>
</tr>
<tr>
<td>Increased economic competitiveness and diversity (e.g., attraction, retention and expansion of businesses)</td>
</tr>
<tr>
<td>Innovative communities</td>
</tr>
<tr>
<td>Expansion of markets</td>
</tr>
<tr>
<td>Number of jobs created /retained</td>
</tr>
<tr>
<td>Attraction, development or retention of a highly skilled workforce</td>
</tr>
<tr>
<td>Support for provincial government priorities</td>
</tr>
</tbody>
</table>

I understand that this information will, subject to the terms and conditions of the agreement, be relied upon by the Government of Ontario to issue funds.

**Name of Authorized Official (Print):**  
**Signature:**  
**Date:**
## Part 1 - Project Information

**File No.:** RED4-

**Project Title:**

**Date:**

## Part 2 - Authorized Official

**Recipient's Company Name:**

**Project Representative:**

**Title:**

**Telephone:**

**Email:**

1. The information provided herein and in any document attached is accurate and complete, and being relied upon by OMAFRA to provide Funds in respect of the Project;
2. The Recipient is in compliance with all of the terms and conditions of the Agreement for the Project;
3. The Project as described in the Agreement will be completed by the Project Completion Date as set out in the respective schedule of the Agreement;
4. There has been no overlap of funding from OMAFRA and from any other organization/level of government and the total amount of provincial and federal assistance claimed for the Eligible Costs for the Project does not exceed ninety percent (90%) of the costs actually incurred and paid by the Recipient;
5. There have been no overpayments by OMAFRA or any other organization or government; and
6. The undersigned confirms these statements as of the date written below.

**Signature:**

**Date:**

## Part 3 - Claim Information

<table>
<thead>
<tr>
<th>Claim #</th>
<th>Period Covered by this Claim</th>
<th>Final Claim?</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>Yes/No:</td>
</tr>
</tbody>
</table>

## Part 4 - Attach Invoices and proofs of payment and send to:

Ministry of Agriculture, Food and Rural Affairs

Rural Programs Branch, 4th Floor

1 Stone Road West

Guelph, ON N1G 4Y2

Email: RED@Ontario.ca

To request access to the Online Claims Portal please email us at the address above.

## Part 5 - New Invoices - Paid Eligible Costs

<table>
<thead>
<tr>
<th>Invoice #</th>
<th>Date of Invoice (MM/DD/YYYY)</th>
<th>Vendor Name</th>
<th>Period of Invoice (MM/DD/YYYY) From</th>
<th>Period of Invoice (MM/DD/YYYY) To</th>
<th>Budget Item (Schedule &quot;D&quot; of the Agreement)</th>
<th>Work Description</th>
<th>Invoice Amount</th>
<th>Tax</th>
<th>Net Claim Amount (less tax)</th>
<th>Paid (Yes/No)</th>
<th>Method of Payment (e.g. cheque #, VISA)</th>
</tr>
</thead>
<tbody>
<tr>
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**TOTAL:** $ - $ - $ -
SCHEDULE “E.4”
FINAL REPORT

File No.: RED4-08280
Project Title: Regional Forum: Rural Newcomer Integration
Project Completion Date: 
Date of Final Report: 
Project Recipient: The Corporation of the County of Grey

Final Report is to be completed and submitted to the Province on or before the ‘Final Report Due’ identified under section E.1 of Schedule “E” of this Agreement. Please contact your Project Analyst should you have any questions completing this report.

Section 1
Project Details

Is the description of your Project as completed accurate?
☐ Yes ☐ No

Project Variances (if applicable)
In reading the description and project completion date above, has your Project experienced any variances either in project scope or schedule? Please identify any other information with respect to the Project that may have changed or may have been altered. Ensure that you provide a rationale for any variances from the project description noted above.

Section 2
Outcomes

Economic Barriers
Describe how the Project removed barriers to community economic development.

Description of Barriers:

For each RED outcome that you indicated on your application that would occur as a direct result of this Project, please enter a brief description. Please give quantitative and qualitative statistics where applicable.
1. Increased ability to undertake evidence-based planning to identify priorities and measure economic performance (Planning projects only)
   
   • Describe how the Project led to evidence-based economic development policy, programs or strategies. What was the outcome for the region or sector?

2. Collaboration for economic growth
   
   • Describe how Recipient(s) worked with communities, organizations or others to make this project successful and support economic growth. How many collaborations were established?

   Number of Collaborations: ________________________

   Description of Collaborations:

3. Increased economic competitiveness and diversity (e.g., attraction, retention and expansion of businesses)
   
   • Describe how the Project increased economic competitiveness and diversity.

4. Innovative communities
   
   • Describe how the Project led to more innovative communities. Innovation is defined as the application of new ideas, leading-edge process, services or methods of delivery to solve problems, address challenges and take advantage of new opportunities.

5. Expansion of markets
   
   • Describe how the Project assisted with the expansion of existing markets or access to new markets.
6. Creation and/or retention of jobs

- Indicate the number of total jobs that were created and/or retained in rural Ontario as a result of the Project.

<table>
<thead>
<tr>
<th>Temporary (e.g., seasonal, construction)</th>
<th>Part-time (e.g., approximately 20 hours/week)</th>
<th>Full-time</th>
</tr>
</thead>
<tbody>
<tr>
<td>Jobs Created</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Jobs Retained</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

7. Attraction, development or retention of a highly skilled workforce

- Describe how the Project contributed to the attraction, retention or development (e.g., training) of a highly skilled and knowledgeable local workforce.

8. Support for provincial government priorities

- Describe which provincial priorities the Project supported, and how.

---

### Section 3
Financial Information

**Approved Total Eligible Costs**

<table>
<thead>
<tr>
<th>Budget Item</th>
<th>Budgeted Costs</th>
<th>Actual Costs</th>
<th>Variance</th>
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<td>GROSS ELIGIBLE COST</td>
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<td>Less HST (if included in the above numbers)</td>
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<tr>
<td><strong>TOTAL NET ELIGIBLE COST</strong></td>
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<td><strong>$</strong></td>
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* Total Net Eligible Cost should match the approved amount noted above.
Section 4
Other Benefits/Information

Please provide any other information which demonstrates the success of the Project and its impact on other stakeholders, rural communities and the Province of Ontario.

Section 5
Service Experience

Based on your project experience with OMAFRA, please indicate with an "X" in the appropriate box for your response.

<table>
<thead>
<tr>
<th>1. Please indicate the extent to which you agree or disagree with the following statements.</th>
<th>Strongly Agree</th>
<th>Agree</th>
<th>Neither Agree nor Disagree</th>
<th>Disagree</th>
<th>Strongly Disagree</th>
</tr>
</thead>
<tbody>
<tr>
<td>Once my project was approved, I received all the information needed to proceed to the next step of the project.</td>
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<td>The claim forms were easy to understand and complete.</td>
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<td>I was able to reach appropriate ministry staff without difficulty.</td>
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<td>Ministry staff were knowledgeable.</td>
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<tr>
<td>I received consistent advice from ministry staff.</td>
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<tr>
<td>Ministry staff were courteous.</td>
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<th>2. Overall, how satisfied were you with the amount of time it took to get the service that you required?</th>
<th>Very Satisfied</th>
<th>Satisfied</th>
<th>Neither Satisfied nor Dissatisfied</th>
<th>Dissatisfied</th>
<th>Strongly Dissatisfied</th>
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<tr>
<th>3. Overall, how satisfied were you with the service you received while implementing your project?</th>
<th>Very Satisfied</th>
<th>Satisfied</th>
<th>Neither Satisfied nor Dissatisfied</th>
<th>Dissatisfied</th>
<th>Strongly Dissatisfied</th>
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<table>
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<tr>
<th>4. To what extent did the availability of this funding assistance influence your decision to undertake this project?</th>
<th>To a Great Extent</th>
<th>Somewhat</th>
<th>Very Little</th>
<th>Not at all</th>
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<table>
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<tr>
<th>5. Overall, did you find working in the portal fairly easy to understand?</th>
<th>Very Easy</th>
<th>Somewhat</th>
<th>Not Easy</th>
<th>Did Not Use the Portal</th>
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Section 6
Confidentiality, Certification and Signature

Confidentiality

Information submitted in this report to the Province of Ontario will be subject to the Freedom of Information and Protection of Privacy Act. Any information submitted in confidence should be clearly marked "CONFIDENTIAL" by the Recipient(s). Inquiries about confidentiality should be directed to OMAFRA’s Rural Programs Branch.

Certification

1. The Project as described in the Agreement has been completed;
2. The Recipient is in compliance with all of the terms and conditions of the Agreement for the Project; and
3. There have been no overpayments by OMAFRA or any other organization or government.

The undersigned warrants that these statements are true.

<table>
<thead>
<tr>
<th>Name of Authorized Official (Print):</th>
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<tbody>
<tr>
<td>Signature:</td>
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<tr>
<td>Date:</td>
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</table>
Corporation of the County of Grey
By-Law 5017-18

A By-law to Authorize the Warden and Clerk to Execute a Lease/License Renewal Agreement Between the Corporation of the County of Grey and Sahara Garden Centre for a portion of the former CP Rail lands directly south east of Plan 15, Lots 10 and 11 in the Municipality of Grey Highlands.

WHEREAS the Council of the County of Grey adopted the recommendations of the Committee of the Whole minutes dated April 26, 2018 approving the entering into a Lease/License Renewal Agreement between the Corporation of the County of Grey and Sahara Garden Centre for a portion of the former CP Rail lands directly south east of Plan 15, Lots 10 and 11 in the Municipality of Grey Highlands;

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

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

1. The Warden and Clerk are hereby authorized and directed to execute, and the Clerk to affix the Corporate seal thereto, the Lease/License Renewal Agreement with the Sahara Garden Centre.

2. The Lease/License 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 10th day of May, 2018.

WARDEN: Stewart Halliday

CLERK: Heather Morrison
THIS LEASE/LICENSE

Made this ______day of ____________________.

BETWEEN:

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

OF THE FIRST PART

AND;

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

OF THE SECOND PART

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

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

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

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

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

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

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

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

ARTICLE 2.05-TERMINATION
Notwithstanding any other provision of this Lease/License, this Lease/License may be terminated at any time, by either party giving one (1) year’s written notice of termination to the other party without liability to such other party for damages or compensation by reason of such termination.

ARTICLE 3-USE
The Leased Premises shall be used and occupied by the Tenant, in a lawful manner, solely for the purpose of sites to maintain garden centre stock thereon, and that except as herein permitted no goods of an environmentally hazardous, explosive, dangerous or inflammable nature or character shall be stored in or upon the Leased Premises, nor shall the Leased Premises be used in any way which the Landlord considers objectionable.

ARTICLE 4-ASSIGNMENT
The Tenant shall not assign this Lease/License in whole or in part, nor sublet all or any part of the Leased Premises, nor mortgage, or encumber this Lease/License or the Leased Premises or any part thereof, nor suffer or permit the occupation of all or any part thereof by others without the written consent of the Landlord.

ARTICLE 5-TAXES
The Tenant shall pay the real property taxes attributable to the Leased Premises when due, and the Tenant shall pay when due all other taxes, rates, duties, local improvements and assessments and other charges that may be levied, rated, charged or assessed against all improvements, equipment and facilities of the Tenant on or in the Leased Premises, and every tax and license fee in respect of any and every business carried on thereon or therein or in respect of the use or occupancy thereof by the Tenant (and any and every subtenant or licensee), whether the taxes, rates, duties, local improvements, assessments and license fees are charged by a municipal, parliamentary, school or other body during the Term, and will indemnify and keep indemnified the Landlord from and against payment for all loss, costs, charges and expenses occasioned by, or arising from any and all such taxes, rates, duties, local improvements, assessments, license fees, and any and all taxes which may be in future be levied in lieu of such taxes, and any such loss, costs, charges and expenses suffered by the Landlord may be collected by the Landlord as rent with all rights of distress and otherwise as reserved to the Landlord in respect of rent in arrears.

ARTICLE 6.01-TENANT NOT TO CONSTRUCT WITHOUT LANDLORD’S CONSENT
The Tenant shall not construct, erect or place, or cause to be constructed, erected or placed on the Leased Premises, including but not limited to, any building, structure, and any other work of a physical character (hereinafter referred to as “improvements”), without the written consent of the Landlord and if required by the Landlord, the Tenant
shall submit to the Landlord all plans and specifications for the improvements. Any making of such improvements without the prior written consent of the Landlord shall constitute a breach of this covenant, in which event, the Landlord may, in its sole discretion, immediately terminate this Lease/License, and the Landlord shall not be liable to the Tenant for any damages or compensation by reason of such termination.

ARTICLE 6.02- ROADWAYS/RIGHTS-OF-WAY (THE LICENSED PREMISES)
(a) It is understood and agreed that the Licensed Premises, as shown in Schedule “A” may consist of roadways or rights-of-way used by third parties for the purpose of gaining access to adjoining land, including the CP Rail Trail. It is further acknowledged that third party access may be gained by way of a variety of methods including but not necessarily limited to by vehicles and on foot, as permitted on the CP Rail Trail. Included in the License fee the Landlord grants a non-exclusive license to the Tenant to use such roadways or rights-of-way for the purpose of accessing the Leased Premises. The Landlord imposes the obligation upon the Tenant to ensure that such usage by the Tenant is reasonable at all times, and that the Tenant shall not use the Licensed Premises for storage or parking, but that the Licensed Premises shall be kept clear at all times for vehicular and pedestrian traffic.
(b) The Tenant acknowledges that the Licensed Premises may be part of a snowmobile trail between November 1 – March 31 of any year throughout the Term. The Tenant is not permitted to perform snow removal/winter maintenance on the Licensed Premises; nor shall the Landlord be responsible for the removal of snow from such roadways or right-of-ways on the Licensed Premises.

ARTICLE 6.03-EASEMENTS
It is further understood that all or a portion of the Leased Premises may be subject to the existence of or may later become subject to the existence of easements for power, telephone or communications’ equipment such as fibre optic cable or easements for drains, sewers, pipes and subsurface structures or any other type of easement and the Tenant agrees to allow any and all personnel to enter upon the Leased Premises for the purpose of repairing and maintaining such power, telephone lines, drains, sewers, pipes and subsurface structures or for the purpose of doing those things which may arise from the grant of any easement which burdens the Leased Premises.

ARTICLE 6.04-FENCING
Currently on or near the Leased Premises, as shown in the attached Schedule “A”, there is a now-existing page wire fence which was erected by the Tenant and for which the Tenant will be responsible to maintain in its current location, unless otherwise required or approved by the Landlord, acting reasonably. There is also a gate which was erected by the Landlord and for which the Landlord will continue to be responsible to maintain.

ARTICLE 7.01- REPAIR OF LEASED PREMISES AND LICENSED PREMISES
(a) The Tenant shall during the Term sufficiently repair and maintain and keep the Leased Premises and the improvements erected or to be erected thereon in good and substantial repair at its own cost and expense, and in the event of the destruction thereof by fire or otherwise, shall immediately rebuild the same, and shall whenever required by the Landlord, have all buildings painted to the satisfaction of the Landlord. The Tenant shall be responsible for any damage to the Leased Premises or any buildings or improvements on the Leased Premises that may occur during the Term of this Lease/License or during any renewal thereof.
(b) Throughout the Term, the Tenant shall always leave the Licensed Premises in the same condition as it was at the onset of the Term. Should the Tenant cause any damage to the Licensed Premises, it shall notify the Landlord immediately. The Landlord shall cause the repairs to be made and shall notify the Tenant at the earliest convenience and invoice the Tenant for the cost of the repairs, which the Tenant shall be responsible to pay in full.
(c) Throughout the Term, should the Tenant notice that the Licensed Premises becomes in a state of disrepair through no fault of its own, it shall notify the Landlord of the condition immediately.

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

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

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

ARTICLE 8.01-COMPLIANCE WITH STATUTES AND REGULATIONS
The Tenant shall, in the construction, location and operation of any buildings or other improvements erected or to be erected on the Leased Premises, and in the use of the Leased Premises observe and fully comply with any and all applicable federal, provincial or municipal statutes, regulations, orders or by-laws, now or hereafter in force.

ARTICLE 8.02-COMPLIANCE WITH ENVIRONMENTAL LAWS
(1) The Tenant agrees that it:
(a) shall not receive, handle, use, store, treat, ship or dispose of any environmental contaminants (as established from time to time by applicable legislation or regulation or by-law) except in strict compliance with all applicable environmental, health or safety laws, regulations, order or approvals; and
(b) will remove prior to the end of the Term, from and off the Leased Premises all environmental contaminants.

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

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

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

ARTICLE 9-LANDLORD MAY PERFORM CONVENANTS
If the Tenant fails to perform any of the covenants, or obligations of the Tenant under this Lease/License, the Landlord in addition to its rights under this Lease/License may from time to time at its discretion perform or cause to be performed any of the covenants, or obligations, and for that purpose may do such things as may be requisite, including, without limitation, enter upon the Leased Premises on not less than five (5) days’ prior notice to the Tenant or without notice in the case of an emergency and do such things upon or in respect of the Leased Premises and/or the adjacent Landlord’s premises as the Landlord may consider requisite or necessary. All expenses incurred and expenditures made by or on behalf of the Landlord under this Article plus ten per cent (10%) for overhead will be paid by the Tenant upon presentation of a bill therefore, as
additional rent. The Landlord will have no liability to the Tenant for loss or damages resulting from such action by the Landlord.

ARTICLE 10.01-RIGHT TO RE-ENTER
If the Tenant fails to pay rent or license fees when due or fails to perform any other of the terms, conditions or covenants of this Lease/License to be observed or performed by the Tenant, or if re-entry is permitted under any other terms of this Lease/License, then the Landlord in addition to any other right or remedy it may have, will have the right of immediate re-entry and may remove all persons and property from the Leased Premises and the property may be removed and stored in a public warehouse or elsewhere at the cost of, and for the account of the Tenant, all without service of notice or resort to legal process and without being deemed guilty of trespass, or becoming liable for loss or damage occasioned thereby.

ARTICLE 10.02-BANKRUPTCY OF TENANT
If the Term or any of the goods and chattels or improvements of the Tenant on the Leased Premises at any time during the Term are seized or taken in execution or by license fees or are seized or taken in execution or by warrant of attachment by a creditor of the Tenant, or if the Tenant or a guarantor or indemnifier of this Lease/License, makes an assignment for the benefit of creditors or a bulk sale from the Leased Premises or becomes bankrupt or insolvent or takes the benefit of a Statute now or hereafter in force for bankrupt or insolvent debtors, or if an order is made for the winding-up of the Tenant, or if the Tenant abandons or vacates or attempts to abandon or vacate the Leased Premises or sells or disposes of goods or chattels, or the improvements, if any, of the Tenant or removes them or any of them from the Leased Premises so that there would not in the event of abandonment, vacating, sale or disposal, be sufficient assets on the Leased Premises subject to distress to satisfy all rentals due or accruing due hereunder, then and in every such case, in addition to the remedies herein provided, the then current month’s rent/license fees and the next ensuing three (3) months’ rent/license fees (i.e., three-twelfths (3/12) of the next preceding year’s rental) immediately will become due and payable and the Landlord may re-enter and take possession of the Leased Premises as though the Tenant or the servants of the Tenant or any other occupant of the Leased Premises were holding over after the expiration of the Term and the Lease/License, at the option of the Landlord will forthwith become forfeited and determined. In every one of the cases above mentioned the accelerated rent/license fees will be recoverable by the Landlord in the same manner as the rents/license fees hereby reserved and as if the rents/license fees were in arrears and the option will be deemed to have been exercised if the Landlord or its agents give notice to that effect to the Tenant.

ARTICLE 10.03-RIGHT TO RELET
Should the Landlord re-enter, as herein provided, it may either terminate this Lease/License or it may from time to time without terminating the Tenant’s obligations under this Lease/License, make alterations and repairs considered by the Landlord necessary to facilitate a reletting, and relet the Leased Premises or any part thereof for such term or terms (which may be for a term extending beyond the Term) and at such rental or rentals and upon such other terms and conditions as the Landlord in its reasonable discretion may deem advisable; upon each reletting all rentals received by the Landlord from the reletting will be applied first to the payment of any indebtedness other than rent/license fees due hereunder from the Tenant to the Landlord; second, to the payment of any costs and expenses of the reletting including brokerage fees and solicitor fees and of costs of the alterations and repairs; third, to the payment of rent/license fees due and unpaid hereunder; and the residue, if any, will be held by the Landlord and applied in payment of future rent/license fees as it becomes due and payable hereunder. If the rent received from the reletting is less than the rent/license fees to be paid hereunder by the Tenant, the Tenant will pay the deficiency to the Landlord. The deficiency will be calculated and paid annually. No re-entry by the Landlord will be construed as an election on its part to terminate this Lease/License unless a written notice of that intention be given to the Tenant. Despite a reletting without termination the Landlord may at any time thereafter elect to terminate this Lease/License for any breach. Should the Landlord at any time terminate this Lease/License for any breach, in addition to any other remedies it may have, it may recover from the Tenant all damages it may incur by reason of the breach, including the cost of recovering the Leased Premises, reasonable legal fees, and the worth at the time of termination of the excess, if any, of the amount of rent/license fees and charges equivalent to rent/license fees reserved in this Lease/License for the remainder of the Term over the then reasonable rental value of the
Leased Premises for the remainder of the Term, all of which amounts will be immediately due and payable from the Tenant to the Landlord.

ARTICLE 10.04-LEGAL EXPENSES
If the Landlord brings an action to recover possession of the Leased Premises or to recover rent/license fees or other money due under this Lease/License, or to enforce any covenant or condition of this Lease/License, and the action is successful, or if because of the breach of any other covenant on the part of the Tenant to be kept or performed, a breach is established, the Tenant will pay to the Landlord all expenses incurred therefore, including the Landlord’s reasonable fees incurred in any such action and in any successful appeals from a judicial decision made in such action. The Tenant will further pay all reasonable and legal fees and disbursements incurred in any appeals from municipal assessments relating to the Leased Premises.

ARTICLE 10.05-WAIVER OF DISTRESS
In case of removal by the Tenant of the goods and chattels of the Tenant from the Leased Premises, the Landlord may follow them for one (1) year. The Tenant covenants with the Landlord in consideration of the premises and of leasing and letting by the Landlord to the Tenant of the Leased Premises for the Term, and it is upon that express understanding that this Lease/License is entered into that notwithstanding anything contained in any Statute in force limiting or abrogating the right of distress or any successor statute, none of the goods and chattels of the Tenant during the Term on the Leased Premises is exempt from levy by distress for rent/license fees in arrears by the Tenant and that upon a claim being made for exemption by the Tenant or on distress being made by the Landlord, this covenant and agreement may be pleaded as an estoppel against the Tenant in an action brought to test the right to levy upon any goods named as exempted in such Statute or amendment or amendments thereto, the Tenant waiving, as it does every benefit that could have accrued to the Tenant under or by virtue of any such Statute or any amendment or amendments thereto but for this covenant.

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

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

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

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

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

ARTICLE 14.03 - ENVIRONMENTAL INDEMNIFICATION
The Tenant shall and does indemnify and save harmless the Landlord from and against any and all (i) liabilities, losses, claims, costs and damages (including lost profits, consequential damages, interest, penalties, fines, monetary sanctions); and (ii) expenses incurred or suffered by the Landlord (including amounts paid to lawyers, accountants, and engineers) by reason of, resulting from, in connection with, or arising in any manner whatsoever out of the breach of any term contained in Article 8.02 respecting the Tenant’s obligation to comply with all Environmental Laws. This indemnification shall remain in full force and effect notwithstanding the expiration or other termination of the Term of this Lease/License.

ARTICLE 15 - INSURANCE
The Tenant covenants that it shall take out and keep in full force and effect throughout the Term of this Lease/License, and any renewals thereof, comprehensive general liability insurance with respect to the Leased Premises and the operations of the Tenant and its obligations under this Lease/License, with limits of not less than FIVE MILLION ($5,000,000) DOLLARS or such other amount as the Landlord may from time to time determine, and such insurance shall specifically state by its wording or by endorsement that:

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

ii) any persons, firms or corporations designated by the Landlord are included as additional insureds under the policy as their interests may appear;

iii) the policy contains a cross-liability clause in respect of the named insured;

iv) the policy extends to cover the contractual obligations assumed by the Tenant under the terms of this Lease/License;

v) the insurers have received a copy of this Lease/License and are fully aware of the contractual obligations of the Tenant;

vi) such policy shall not be terminated, cancelled or materially altered unless written notice of such termination, cancellation or material is given by the insurers to the Landlord at least thirty (30) clear days before the effective date thereof.

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

ARTICLE 16-QUIET ENJOYMENT
The Landlord covenants with the Tenant for quiet enjoyment.

ARTICLE 17-EXPROPRIATION
If at any time during the Term of this Lease/License or during any renewal term the whole or any part of the Leased Premises, and/or the Landlord’s adjacent premises, shall be taken by any lawful power or authority by the right of expropriation, the Landlord may, at its option, give notice to the Tenant terminating this Lease/License in its entirety or, only insofar as it affects the part of the Leased Premises, and/or the Landlord’s adjacent premises, taken by the lawful power or authority by right of expropriation, on the date when the Tenant or Landlord is required to yield up possession thereof to the expropriating authority. Upon such termination, or upon termination by operation of law, as the case may be, the Tenant shall immediately surrender the Leased Premises or the part of the Leased Premises and/or the Landlord’s adjacent premises, taken by the expropriating authority, as the case may be, and all its interest therein, and the rent/license fees shall abate and be apportioned to the date of termination and the Tenant shall forthwith pay to the Landlord the apportioned rent, license fees and all other amounts which may be due to the Landlord up to the date of termination. The Tenant shall have no claim upon the Landlord for the value of its property or the unexpired Term of this Lease/License, or for any loss of business income or for any loss of any kind whatsoever sustained as a result of the expropriation, but the parties shall each be entitled to separately advance their claims for compensation for the loss of their respective interests in the Leased Premises and/or the Landlord’s adjacent premises, taken and the parties shall each be entitled to receive and retain such compensation as may be awarded to each respectively.

ARTICLE 18-NON-REGISTRATION OF LEASE/LICENSE
The Tenant covenants and agrees with the Landlord that it will not register or cause to be registered or permit to be registered this Lease/License or any Notice thereof at any time in any Registry Office or Land Titles Office and in the event that this Lease/License is at any time so registered, the Tenant will upon the request of the Landlord forthwith withdraw, discharge and release or cause to be forthwith withdrawn, discharged and released such registration at its own expense.

ARTICLE 19-NET LEASE/LICENSE
It is agreed by the Landlord and the Tenant that the rentals and license fees reserved to the Landlord under this Lease/License shall be net to the Landlord and shall be clear of all taxes, rates, duties, assessment, costs, charges, utilities charges and insurance premiums arising from or relating to the Leased Premises and that the Tenant will pay all of the foregoing, together with all expenses of every nature and kind whatsoever relating to the Leased Premises and the Lessee covenants with the Lessor accordingly.

ARTICLE 20-TIME
Time shall be of the essence of this Lease-License.

ARTICLE 21-APPLICABLE LAW
This Lease/License shall be construed pursuant to the laws of the Province in which the Leased Premises are situated.

ARTICLE 22-SUCCESSORS AND ASSIGNS
This Lease/License extends to and binds the respective heirs, executors, administrators, and successors of the parties hereto as the case may be. The necessary grammatical changes required to make the provisions of this Lease/License apply in the plural sense where there is more than one tenant, and to corporations, associations, partnerships or individuals, males or females, in all cases will be assumed as though in each case fully expressed.
ARTICLE 23-WAIVER
The waiver by the Landlord of a breach of a term, covenant or condition herein contained will not be deemed to be a waiver of the term, covenant or condition of a subsequent breach of the same or another term, covenant or condition herein contained. The subsequent acceptance of rent/license fees by the Landlord will not be deemed to be a waiver of a preceding breach by the Tenant of a term, covenant or condition of this Lease/License, other than the failure of the Tenant to pay the particular rent/license fees accepted, regardless of the Landlord’s knowledge of the preceding breach at the time of acceptance of the rent/license fees. No covenant, term or condition of this Lease/License will be deemed to have been waived by the Landlord unless the waiver is in writing signed by the Landlord.

ARTICLE 24-HEADINGS
The captions and headings are inserted only as a matter of convenience and for reference only.

ARTICLE 25-NO OPTION
Submission of this Lease/License for examination does not constitute a reservation of or option for the Leased Premises and the Lease/License becomes effective as a Lease/License only upon execution and delivery thereof by the Landlord and the Tenant.

ARTICLE 26-NOTICE
Any noticed required to be given by either party under this Lease/License and all rent/license fees, additional rent and or other sum payable hereunder by the Tenant to the Landlord shall be sufficiently given if mailed by registered letter, prepaid or delivered to the parties at their respective addresses as follows:

a) The Landlord:
The Corporation of the County of Grey,
595 9th Avenue East,
Owen Sound, ON N4K 3E3

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

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

ARTICLE 27-PLANNING LEGISLATION
The Tenant acknowledges that this Lease/License may be subject to the provisions of planning legislation of the Province in which the Leased Premises are situated and the Parties agree, at the Tenant’s sole cost and expense to take such action as may be necessary to comply with the provisions of any planning legislation, as amended, in force in the Province in which the Leased Premises are situated.

ARTICLE 28-REPRESENTATION BY LANDLORD OR NO WARRANTY
The Tenant hereby accepts the Landlord’s title to the Leased Premises and/or the Landlord’s adjacent premises, and the rights herein granted and agree that nothing in this Lease/License expressed or implied shall operate or have effect as any warranty, guarantee, or covenant of title.

ARTICLE 29-ENTIRE AGREEMENT
The Leased Premises are taken by the Tenant without any representation or warranty of any kind other than those contained in this Lease/License on the part of the Landlord or its agent. This Lease/License contains all of the terms, covenants, conditions and
agreements between the parties hereto and any addition to or alteration of or changes in this Lease/License to be binding must be made in writing and signed by both parties.

ARTICLE 30-SHORT FORMS
This Lease/License is made pursuant to the short forms of leases legislation of the Province of Ontario.

The Tenant hereby accepts this Lease/License of the Leased Premises and the Landlord's adjacent premises, to be held by it as Tenant subject to the terms, covenants and conditions above set forth.

IN WITNESS WHEREOF the parties hereto have executed these presents as of the day and year first above written.

LANDLORD: THE CORPORATION OF THE COUNTY OF GREY

____________________________
Stewart Halliday, Warden

____________________________
Heather Morrison, Clerk

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

____________________________
Owner, Cathy Ann Saharevich

____________________________
Witness, _____________________
(Print Name)