County Council

November 27, 2025

10:00 a.m.

Council Chambers - Grey County Administration Building

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iv. **That the 2026 proposed Long-Term Care budget, as presented, be forwarded to County Council as part of the overall corporate budget package for consideration.**

7. Closed Meeting Matters

8. Reports

9. By-laws 24

That By-laws 5257-25, 5258-25, 5259-25, and 5260-25 be introduced and be taken as read a first, second and third time, finally passed, signed by the Warden and the Clerk, sealed with the seal of the Corporation and engrossed in the by-law book.

i. **5257-25 - A By-law to authorize the execution of a Memorandum of Understanding between the Corporation of the County of Grey, the Municipality of Grey Highlands and Brightshores Health System**

ii. **5258-25 - A By-law for an Agreement between the Federation of Canadian Municipalities and Grey County Through the Local Leadership for Climate Adaptation Program**

iii. **5259-25 - A By-law to authorize the Warden and Clerk to execute an agreement between the Lutheran Social Services and Lutheran Outreach Ministries and the Corporation of the County of Grey for provision of funds through the Canada Ontario Community Housing Initiative (COCHI)**

iv. **5260-25 - A By-law to confirm all actions and proceedings of the Council**

10. News and Celebrations

10.a Exemplary Service Medals

10.b Youth Climate Action Conference (Megan/Linda)

10.c National Housing Day

11. Adjournment

Minutes
Council

November 13, 2025

Call to Order

Grey County Council met at the call of the Deputy Warden on the above date at 9:59 a.m. at the County Administration Building. The Deputy Warden called Council to order and assumed the Chair.

O Canada

The Warden invited members of Council to stand for O Canada.

Roll Call

The Clerk called the Roll with all members present with the exception of Warden Matrosovs.

Randy Scherzer, Chief Administrative Officer; Tara Warder, Clerk; and Brittany Rier, Deputy Clerk were also in attendance.

The following staff members were also participating:

Niall Lobley, Deputy Chief Administrative Officer; Jennifer Cornell, Director of Long-Term Care; Jody MacEachern, Director of Information Technology; Kevin McNab, Director of Paramedic Services; Mary Lou Spicer, Director of Finance/Treasurer; Savanna Myers, Director of Economic Development, Tourism and Culture; Scott Taylor, Director of Planning; Sharon Irwin, Manager of Community Housing; and Robert Hatten, Communications Manager.

Anne Marie Shaw, Director of Community Services, and Sue Murray, Deputy Treasurer, participated electronically.

Land Acknowledgement

The Warden read the land acknowledgement.

Declaration of Interest

There were no declarations of interest.

Adoption of Minutes

County Council and Committee of the Whole minutes dated October 23, 2025

CC75-25
Moved by: Councillor Eccles
Seconded by: Councillor McKay

> **That the minutes of the County Council meeting and Committee of the Whole meeting dated October 23, 2025, and the resolutions contained therein, be adopted as presented.**

Carried

Closed Committee of the Whole meeting minutes dated October 23, 2025

CC76-25
Moved by: Councillor Keaveney
Seconded by: Councillor Hutchinson

> **That the closed session Committee of the Whole meeting minutes dated October 23, 2025, be adopted as provided.**

Carried

Closed Meeting Matters

There were no closed meeting matters.

Reports

There were no reports.

By-laws

CC77-25
Moved by: Councillor Greig
Seconded by: Councillor Dobreen

> **That By-laws 5255-25 and 5256-25 be introduced and be taken as read a first, second and third time, finally passed, signed by the Warden and the Clerk, sealed with the seal of the Corporation and engrossed in the by-law book.**

i. **5255-25 - A By-law for the purchase and sale of lands in the City of Owen Sound as described as 1348 Seventh Avenue West**

ii. **5256-25 - A By-law to confirm all actions and proceedings of the Council**

Carried

News and Celebrations

Deputy Warden Milne expressed his condolences on behalf of Warden Matrosovs and Grey County for the three teenagers who lost their lives in a motor vehicle accident earlier this week, and another in critical condition.

Councillor Dobreen, shared that the Dundalk Santa Claus parade will be held Saturday December 6th at 6:00 p.m.

Councillor Nielsen commented on the wonderful Remembrance Day Ceremonies across Grey County.

Councillor Keaveney shared that Meaford's Christmas on the Bay will be held on December 4th through to the 7th in the Market in Square.

Councillor Kentner shared the Meaford Dragons event being held tonight, November 13th, in Meaford at the Meaford Hall at 7:30 p.m.

Councillor Boddy commented on the importance of allowing Veteran's to speak to our youth in school's, and the importance of sharing war stories with them.

Adjournment

On motion by Councillors Paterson and McQueen, Council adjourned at 10:09 a.m. to the call of the Deputy Warden.

Brian Milne, Deputy Warden

Tara Warder, Clerk

Minutes

Committee of the Whole

November 13, 2025

Call to Order

Grey County Council met on the above date at the County Administration Building. Deputy Warden Milne assumed the Chair and called the meeting to order at 10:09 a.m. with all members present with the exception of Warden Matrosovs.

Declaration of Interest

There were no declarations of interest.

Business Arising from Minutes

There was no business arising from the minutes.

Delegations

Keystone Funding and Services - David Willis, President - Keystone Child Youth and Family Services

David Willis, President of Keystone Child Youth and Family Services, introduced the organization and what they do each day. Keystone is a lead agency for supporting youth in both Grey and Bruce Counties. The Organization acts as a system planner for child mental health services.

Mr. Willis noted the wide scope that Keystone provides to our youth including Counselling and Treatment, Workshops, Prenatal Support, Fetal Alcohol Spectrum Disorder Program, Coordinated Service Planning, Respite Programs, and Coordinated Access Mechanism for Children in Grey Bruce.

Keystone leads local needs assessments and is accountable to the Ministry and Government on these plans. The organization is currently working with the Ministry on the focus for the next four years.

Keystone has expanded and renewed its 13-bed live-in treatment facility in July of this year. He noted that part of the plan is workers stay with the youth for 1 year after their release from treatment. The Ministry of Health invested $2.5 million into making the building more youth-friendly with 13 beds for youth aged 12 to 17 years.

The Step-up, step-down program supports youth that are struggling that don't need to be admitted to hospital. They are instead admitted to the live-in treatment facility with around the clock mental health support.

In January, Keystone is launching a new program called the Urgent Access Program providing timely, mobile, and community-based mental health support to youth and families in crisis. The program will become a hub for crisis services.

Mr. Willis shared that 71% of clients come from Grey County, noting that the organization saw 1775 new clients this year. Due to the increase in patient in-take, the organization has seen a $73,000 deficit in these two programs, but noted that Keystone is committed to continue with these programs. He noted that early years funding has had an increase of $8,800 over 15 years which doesn't stretch far enough with cost-of-living and inflation increases.

The Committee discussed the worsening situation coming out of Covid. Youth are very dysregulated after being in isolation for three years.

The Committee encouraged Mr. Willis to provide this information to lower-tier Councils.

The Committee discussed if the organization gets private donations where Mr. Willis noted they do, but it's never enough. He noted that they don't use donations for operational needs.

Development Charges Deferral and Conditional Exemption Agreement - Gregory Jones, President - SkyDev

Greg Jones noted that SkyDev, a real-estate development company started in the 90's, and that they own and manage over 21,000 units across Canada.

Councillor Dobreen left the meeting at 10:33 a.m. and returned at 10:35 a.m.

The Skyline Clean Energy Fund is a producer of biogas and solar in Canada with plants in Elmira, Ontario and Lethbridge, Alberta.

He shared a scope of what SkyDev is building right now across Canada noting that 100% of the units are rental apartments.

Mr. Jones noted that SkyDev is currently investing significantly in Owen Sound with three sites being constructed holding 267 new rental apartments. Because of the policy exempting rental units from Development Charges from Grey County, it's making it possible for people to afford housing. SkyDev's goal is to target the average income in the area.

In summary, Mr. Jones requested that County Council exempt SkyDev from development charges for the first phase of the Owen Sound project as the company is investing over $200 million in Grey County right now.

Determination of Items Requiring Separate Discussion

Councillor Greig requested that item 6a regarding the Proposed 2026 County Council and Advisory Committee Calendar, and Councillor McQueen requested that item 6b regarding the Grey County Agricultural Services Centre 2025 Annual Report on the consent agenda for this meeting both be pulled for further discussion.

Consent Agenda

CW140-25
Moved by: Councillor Eccles
Seconded by: Councillor Bordignon

> **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.**

Carried

Municipality of Bluewater Correspondence: Keeping Climate Change as a Foremost National Priority

> **That the correspondence received from the Municipality of Bluewater regarding Keeping Climate Change as a Foremost National Priority be received for information.**

Letter from Minister Robert J. Flack

> **That the correspondence received from Hon. Robert J. Flack regarding amendments to the Development Charges Act, 1997 (DCA) that were made by Bill 17, the Protect Ontario by Building Faster and Smarter Act, 2025, and corresponding changes to Ontario's Building Code be received for information.**

Additional Going Green in Grey Correspondence

Going Green in Grey Correspondence (Revised November 12, 2025)

> **That the correspondence regarding Going Green in Grey be received for information.**

Ontario Parks: Expanding Protected Areas in Ontario

That the correspondence received from Ontario Parks regarding Expanding Protected Areas in Ontario be received for information.

Items For Direction and Discussion

PDR-CW-63-25 Bayshore Street Developments Inc. Development Charges Exemption Request

Scott Taylor, Director of Planning, noted the error in the staff report under the Financial and Resource Implications section that was misinterpreted by staff. The deferred DC's total for the entire 712-unit rental development should amount to approximately $2.6 million, and the deferred DC's total for phase one of the rental development should amount to approximately $90,000.00. He noted that the County is recommending entering into phase 1 agreement for now and to consider each phase as it goes.

CW-141-25
Moved by: Councillor Dobreen
Seconded by: Councillor Hutchinson

That PDW-CW-63-25 be received; and

That staff be directed to inform Bayshore Street Developments Inc. that the County will only enter into a development charges deferral and conditional exemption agreement in accordance with the County's Development Charges Deferral and Conditional Exemption Policy 11-1.

Carried

Bill 60, Fighting Delays, Building Faster Act 2025

Scott Taylor, Director of Planning, Niall Lobley, Deputy CAO, and Sharon Irwin, Manager of Community Housing, provided updates the new Bill will have on the Planning, Transportation and Housing departments.

Councillor McQueen left the meeting at 11:17 a.m. and returned at 11:18 a.m.

Councillor Eccles left the meeting at 11:38 a.m. and returned at 11:40 a.m.

Council took a brief recess from 11:47 a.m. to 11:55 a.m.

Councillor McQueen returned to the meeting at 11:56 a.m.

CW142-25
Moved by: Councillor Dickert
Seconded by: Councillor Carleton

That the information regarding Bill 60 from the Legislative Assembly of Ontario be received; and

That staff submit comments in response to the Environmental Registry of Ontario Posting for Bill 60 - Fighting Delays, Building Faster Act, 2025, ahead of Council approval as per Section 26.6 b of the Procedural By-law.

Carried

Budget and Finance Committee minutes dated October 29, 2025

Councillor McKay re-entered the meeting at 12:00 p.m.

Councillor Paterson left the meeting at 12:48 p.m. and returned at 12:55 p.m.

Councillor Eccles and Councillor McQueen left the meeting at 1:01 p.m. and returned at 1:03 p.m.

Council took a brief recess from 1:05 p.m. to 1:47 p.m.

Moved by: Councillor Dobreen
Seconded by: Councillor Greig

That the Budget and Finance Committee meeting minutes dated October 29, 2025, be adopted as presented and the following resolutions contained therein be endorsed:

i. **That CON 0036-Grey Road 17B Somers Street to Highway 21 (10th Street West) be re-evaluated for opportunities for scope reductions and that information be provided on the cost of the project.**

ii. **That the Ayton Paramedic Services base be deferred to the 2027 budget.**

iii. **That the funding for the Experimental Acres project in the amount of $28,000 be removed from the draft 2026 budget.**

iv. **That staff prepare a report on the implications of removing the Going Green in Grey initiative for the consideration of the 2027 budget**

That Report FR-BFC-21-25 regarding the 2026-2035 Ten Year Capital Forecast be received; and

That the first and second years of the forecast as amended be included in the 2026 budget and 2027 proposed budget for consideration by County Council, by:
- **Deferring the Ayton Paramedic Services base to 2027;**
- **Removing funding for the Experimental Acres Project in the amount of $28,000 from the draft 2026 budget**

v. **That report FR-BFC-20-25 regarding the 2025 Capital Project Status Update Report as of August 31, 2025, be received for information.**

CW143-25
Moved by: Councillor Nielsen
Seconded by: Councillor Carleton

That each motion from the Budget and Finance Committee meeting held on Wednesday, October 29th, 2025, be split out and voted on separately.

Carried

Main Motion 1

CW144-25
Moved by: Councillor Dobreen
Seconded by: Councillor Greig

That CON 0036-Grey Road 17B Somers Street to Highway 21 (10th Street West) be re evaluated for opportunities for scope reductions and that information be provided on the cost of the project.

Carried

Main Motion 2

CW145-25
Moved by: Councillor Dobreen
Seconded by: Councillor Greig

That the Ayton Paramedic Services base be deferred to the 2027 budget.

Carried

Main Motion 3

CW146-25
Moved by: Councillor Dobreen
Seconded by: Councillor Greig

That the funding for the Experimental Acres project in the amount of $28,000 be removed from the draft 2026 budget.

Lost

Main Motion 4

Moved by: Councillor Dobreen
Seconded by: Councillor Greig

That staff prepare a report on the implications of removing the Going Green in Grey initiative for the consideration of the 2027 budget.

Primary Amendment 1

CW147-25
Moved by: Councillor Nielsen
Seconded by: Councillor Dobreen

That the motion be amended to strike out "the implications of removing the Going Green in Grey initiative for the consideration of the" and inserting " an updated review of the targets established in "Going Green in Grey to be presented prior to"

Lost

Amendment

CW148-25
Moved by: Councillor Dobreen
Seconded by: Councillor Carleton

That the motion be amended to strike out "the implications of removing the Going Green in Grey initiative and inserting, modifying or maintaining the actions within"

Carried

Main Motion as Amended

CW149-25
Moved by: Councillor Dobreen
Seconded by: Councillor Greig

That staff prepare a report on the implications of removing, modifying or maintaining the actions within the Going Green in Grey initiative for the consideration of the 2027 budget.

Carried

Main Motion 5

CW150-25
Moved by: Councillor Nielsen
Seconded by: Councillor Boddy

That Report FR-BFC-21-25 regarding the 2026-2035 Ten Year Capital Forecast be received; and

That the first and second years of the forecast as amended be included in the 2026 budget and 2027 proposed budget for consideration by County Council, by:

Deferring the Ayton Paramedic Services base to 2027

Carried

Main Motion 6

CW151-25
Moved by: Councillor Carleton
Seconded by: Councillor Pringle

That report FR-BFC-20-25 regarding the 2025 Capital Project Status Update Report as of August 31, 2025, be received for information.

Carried

Main Motion 7

CW152-25
Moved by: Councillor Dickert
Seconded by: Councillor Nielsen

That the Budget and Finance Committee meeting minutes dated October 29, 2025, be adopted as presented.

Carried

CAOR-CW-17-25 Easement and Memorandum of Understanding - Potential Sale of Lands to Grey Highlands

Council took a brief recess from 11:47 a.m. to 11:55 a.m.

Councillor McQueen returned to the meeting at 11:56 a.m.

CW153-25
Moved by: Councillor Hutchinson
Seconded by: Councillor Dobreen

That Report CAOR-CW-17-25 regarding the Brightshores Easement request and MOU be received; and

That staff be directed to prepare easements with Brightshores Health System on a portion of the lands that will be optioned back from Brightshores as per the 2020 Markdale Hospital Land Transfer Agreement for the purposes of accessing, erecting, repairing and/or maintaining a sign and light poles that have been installed on a portion of the shared easement lands for the Markdale Hospital; and

That staff be directed to prepare an approval by-law for Council's consideration.

Carried

CW154-25
Moved by: Councillor Paterson
Seconded by: Councillor Hutchinson

That a by-law be brought forward for Council's consideration to authorize the Warden and Clerk to execute a Memorandum of Understanding (MoU) between the County, the Municipality of Grey Highlands and Brightshores Health System that outlines terms for a potential sale of a portion of lands adjacent to Grey Gables to the Municipality of Grey Highlands to support the future development of an OPP station.

Carried

CCR-CW-08-25 Delegation of Duties By-law and Policy Update 2025

CW155-25
Moved by: Councillor Mackey
Seconded by: Councillor Pringle

That Report CCR-CW-08-25 regarding a review of the Delegation of Duties By-law be received; and

That the draft Delegation of Duties By-law and Policy as outlined in Report CCR-CW-08-25 be brought forward to County Council as presented, for Council's consideration.

Carried

EDTC-CW-14-25 Continuation of GTR and GOST in 2026

The Committee noted a potential error in the fair revenue. Stephanie Stewart, Manager of Community Transportation, noted that she would look into this and confirm back to Council.

CW156-25
Moved by: Councillor Keaveney
Seconded by: Councillor Hutchinson

That report EDTC-CW-14-25 regarding Continuation of Grey Transit Route (GTR) and Guelph Owen Sound Transit (GOST) in 2026 be received;

That the operations of GTR Route 2 be extended to August 31, 2026; and

That County Council supports Grey County's participation in the GOST service with Wellington County and the City of Owen Sound from April 1, 2026 to August 31, 2026 and that the operations be funded through the Ontario Transit Investment Fund (OTIF) program.

Carried

ROMA Delegation Requests

CW157-25
Moved by: Councillor Nielsen
Seconded by: Councillor McKay

That the following delegation requests be submitted for the ROMA Conference:

i. **Ministry of Municipal Affairs and Housing - Discuss strategies to improve housing affordability, encourage activation of approved developments, support resilient housing technologies to reduce fossil fuel reliance and long-term ownership costs, and advocate for increased base funding and retention of Georgian College's Owen Sound campus in advancing provincial priorities.**

ii. **Ministry of Economic Development, Job Creation and Trade / Ministry of Finance - Highlight the critical role of rural college campuses in developing a skilled workforce in order to advance provincial priorities such as building more housing, and skilled workforce to support new and expanding industrial operations, energy projects, etc. and advocate for increased base funding to sustain rural college campuses such as Georgian College Owen Sound campus.**

iii. **Ministry of Long-Term Care - Provide updates on new Rockwood Terrace development and request flexibility on occupancy timelines beyond the current 14-day occupancy window, address delays in transitioning residents from the Behavioural Support Transition Unit due to provincial bed**

allocation priorities, continue discussions and implications on legislative changes for PSWs and Resident Support Personnel, and further address and discuss any updates with respect to the new bed allocations for Grey Gables and future use of existing Rockwood Terrace when the new home is operational.

iv. **Ministry of Transportation - Advocate for intersection control system support, improved signage for emergency and pedestrian safety, seek commitment to partner on east-west corridor options assessment to address Highway 26 congestion, and request improved coordination and communication during weather-related road closures.**

v. **Ministry of Health - Request increased offload nursing support, permanent funding for social navigators, and collaborate with Grey Bruce OHT and municipalities to improve recruitment and retention of physicians and healthcare professionals.**

vi. **Ministry of Environment, Conservation and Parks - Advocate for extending recycling collection under the EPR model to small institutional, commercial, and industrial (ICI) properties and express concerns about landfill impacts from new regulations excluding ICI properties from municipal collection.**

vii. **Ministry of the Solicitor General - Seek clarity and funding for new armed security directives at Provincial Offences Courts and request a review of offence fines to align with enforcement costs and reduce reliance on property tax.**

viii. **Ministry of Natural Resources and Forestry - Discuss proposed changes to Conservation Authorities (CA), advocate for consistent watershed management and Source Water Protection, emphasize the value of CA lands for recreation and climate resilience, and reaffirm Grey County's commitment to participating in the upcoming review of the Niagara Escarpment Plan.**

Carried

CCR-CW-07-25 Proposed 2026 County Council and Advisory Committee Meeting Calendar

Councillor Greig commented on virtual participation at Committee meetings and the importance of in-person attendance. The Committee noted the importance of a virtual attendance option.

CW158-25
Moved by: Councillor McQueen
Seconded by: Councillor Nielsen

That report CCR-CW-07-25 regarding the proposed 2026 County Council and advisory committee meeting calendar be received for information; and

That staff be directed to bring forward a report before the end of this council term with recommendations on sub-committee and task force structures.

Carried

Grey County Agricultural Services Centre 2025 Annual Report

Councillor McQueen noted the important work Grey County Agricultural Services is doing, and encouraged them to come to present a delegation to Council.

CW159-25
Moved by: Councillor McQueen
Seconded by: Councillor Dobreen

That the Grey County Agricultural Services Centre 2025 Annual Report be received for information.

Carried

Closed Meeting Matters

Council proceeded into closed session at 2:25 p.m.
Council returned to open session at 2:45 p.m.
The Deputy Warden confirmed that only the items stated in the resolution to move into closed session were discussed.

CW160-25
Moved by: Councillor McKay
Seconded by: Councillor Paterson

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

i. **litigation or potential litigation (Eden Oak - PDR-CW-65-25)**

ii. **a proposed or pending acquisition or disposition of land by the municipality (land acquisition)**

Carried

CW161-25
Moved by: Councillor Eccles
Seconded by: Councillor Nielsen

That with respect to three partial acquisitions of land for the Grey Road 30 Pulverize and Pave project identified respectively as Part 1 reference plan 16R-12232, Part 2 reference plan 16R-7627, Parts 2, 3 and 4 on the draft reference plan prepared by Q+ Land Surveying dated August 12, 2024, and Parts 15 and 16 reference plan 17R-508, of part of Lot 25, Concession 14, geographic Township of Artemesia, Municipality of Grey Highlands, staff be directed to:

i. **continue to attempt to negotiate the purchase of each acquisition in accordance with direction given by County Council, and**

ii. **if staff determine that such an agreement cannot be reached for any such acquisition, to commence and proceed with expropriation proceedings for it in accordance with the process and authority approved by County Council by resolution CC50-22 on June 9, 2022, as set out in report LSR-CW-01-22; and**

iii. **That pursuant to the process set out in report LSR-CW-01-22, any such expropriation proceedings be subject to the oversight of the Chief Administrative Officer and the County Solicitor or their authorized delegates.**

Carried

Other Business

There was no other business.

Notice of Motion

There were no notices of motion.

Adjournment

On motion of Councillors Dobreen and Nielsen, Committee of the Whole adjourned at 2:46 p.m. to the call of the Chair.

Brian Milne, Warden

Tara Warder, Clerk

Minutes

Long-Term Care Committee of Management

November 12, 2025

Present:	Councillor Nielsen, Councillor Carleton, Councillor Mackey, Councillor Paterson, Councillor Keaveney, Warden Matrosovs
Regrets:	Councillor Hutchinson
Staff Present:	Tara Warder, Clerk, Jennifer Cornell, Director of Long-Term Care, Karen Kraus, Operational Readiness Project Lead, Shannon Cox, Executive Director Grey Gables, Tolleen Parkin, Executive Director Lee Manor, Denna Leach, Clinical Specialist, Mary Lou Spicer, Director of Finance, Markus Hawco, Long-Term Care Finance Manager, Randy Scherzer, CAO, Teri Fischer, Executive Director - Rockwood Terrace, Brittany Rier, Deputy Clerk

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Call to Order

The Long-Term Care Committee of Management met electronically on the above date. The Vice-Chair called the meeting to order at 10:06 a.m. with all members present with the exception of Councillor Hutchinson and Councillor Mackey.

Declaration of Interest

There were no declarations of interest.

Delegations

Items For Direction or Discussion

LTCR-CM-24-25 LTC Director's Update September 1 - October 31, 2025

Director of Long-Term Care and Senior Services, Jennifer Cornell, gave an update to the Committee changes around PSW qualifications affecting staff at the three homes. The changes will take place on January 1, 2026, where the homes must stop hiring new Resident Support Personnel (RSPs) for personal support services, and current RSPs providing personal support services will need to be phased out by December 1, 2027. RSPs hired before January 1, 2026 can continue to provide personal support services but must transition out of the roles by December 1, 2027.

She shared that the Ministry of Long-Term Care is investing $9 million over the next three years to launch a new program improving care for dementia patients. The new program, The Improving Dementia Care Program (IDCP) will serve 1800 people in its first year across 15 homes with an emotion-based model-of-care. On October 17th, Grey County presented a proposal to enter into this initiative which is an extension of the Colour-It program.

She announced recent additions to the Grey County team, Amy Brown and Nicole Lougheed, who will support all three homes. Social workers have been contracted out for the last 20 years, and their need has increased in the last 5 years. She noted that this position has historically had lots of turnover.

The Committee discussed communication to the staff that are currently in the RSP role and if there is an influence or encouragement for more training. Staff noted that team members are encouraged to get further training to a PSW level or higher which is the intention of the Ministry.

CM19-25
Moved by: Councillor Nielsen
Seconded by: Councillor Keaveney

> **That report LTCR-CM-24-25 regarding a Long-Term Care Director Update be received for information.**

Carried

LTCR-CM-25-25 LTC Operational Report August 15 - October 14, 2025

Teri Fischer, Executive Director for Rockwood Terrace, noted that an inspector from the Ministry of Long-Term Care visited the home in regards to an order related to food and fridge temperatures. The order was lifted and the home is now back into compliance. She shared that two written notices regarding PPE and non-compliance with hand hygiene practices were put in place.

Shannon Cox, Executive Director for Grey Gables, noted that an inspector from the Ministry of Labour visited the home regarding a complaint filed for the tub rooms in relation to high heat, tripping hazards and ventilation concerns. The inspector toured the area with our health and safety manager and a PSW with no orders to follow the inspection. The inspector was pleased with the proactive steps that were already taken, and followed up with complainant.

Councillor Mackey entered the meeting at 10:27 a.m.

Tolleen Parkin, Executive Director for Lee Manor, shared that the home recently completed a planned mock evacuation that is required every three years. She noted the positive learning experience of the exercise having the local fire department observe and give feedback where it was noted that the front area becomes very congested as a gather spot with emergency vehicles arriving on-site, and bussing arriving to remove residents from the home. She noted plans to look at this further to potentially move the gathering area to the back of the building to prevent congestion for emergency vehicles.

She shared that the emergency plan speaks to utilizing all long-term care partners across Grey/Bruce County with 18 homes in total in the plan. Lee Manor accepts five residents during an emergency from another home, and other homes will do the same in an emergency situation.

She noted that the home doesn't have proper equipment to remove residents from the second and third floors if the elevators aren't operational. She noted that the cost of this equipment is included in the 2026 capital plan.

The Committee discussed the current agreements with bussing companies in the area. Tolleen noted the home currently has agreements with two different bussing companies. The exercise has staff planning further in regards to how many buses can be released at the time of an emergency, and how to get residents out quickly.

It was noted that the homes across Grey and Bruce would not have enough beds to accommodate all 150 residents if the home had an emergency. Staff are looking at other options for accommodation including motels, senior living communities, and more.

Denna Leach, Clinical Specialist, shared a Colour-It story with the Committee. On October 30th, the Clinical Pathways program marked the halfway point in our three year journey. The homes took a moment to celebrate the dedication and teamwork of all involved reinforcing the homes shared vision. She noted that seven out of eleven pathways are now completed.

CM20-25
Moved by: Warden Matrosovs
Seconded by: Councillor Carleton

That Report LTCR-CM-25-25 regarding the Long-Term Care Operational Report dated August 15 to October 14, 2025, be received for information.

Carried

LTCR-CM-26-25 2026 Proposed LTC Budgets

Markus Hawco, Manager of Finance for Long-Term Care, reviewed the department's operating and capital budgets for 2026. He noted that a cost-of-living-adjustment has been taken into consideration which attributes to a higher net levy requirement.

The proposed 2026 budget contains operating and capital expenses of approximately $53 million, with an $8.9 million levy requirement. The increase is approximately $48,000 higher than forecasted for 2026 in the previous budget.

The Committee discussed staffing. It was noted that the non union compensation review was completed in 2023. Many staff have had long tenure with Grey County. Director Cornell noted that compensation is only one part of this, and that purpose and relationships play a much bigger part in staff retention.

The Committee discussed the option for whirlpool tubs to be sold on GovDeals after the County is done with them. Staff noted that technology has changed by the time we need to get a new tub so they don't hold a lot of value past that point.

The Committee sought further clarification on the need for the fence at Grey Gables.

Lee Manor added budget impacts included the evacuation equipment needed for second and third floor residents amounting $30,000.00.

Markus Hawco noted the that new building condition assessments will be completed across the County in 2026, and that adjustments to the budget will be made once the assessments are complete.

Director Cornell noted that staff will be putting the nurse call system at both Lee Manor and Grey Gables out to market rather than using the current nurse-calling system being implemented at the new Rockwood Terrace home due to higher than expected costs.

The Committee discussed the role of the County's new facilities manager, and the role he will play in taking on some of these capital projects. Staff noted that the intent would be for the Manager of Facilities and Operations to provide support for the large facility-driven projects helping to provide standardization with the building condition assessments across the three homes.

The meeting took a brief recess from 11:47 a.m. to 11:54 a.m.

Staff noted that the home is trying to mitigate equipment replacements and upgrades as much as possible at Rockwood Terrace until the new home opens in 2027 while ensuring that staff and resident safety takes precedent.

Staff discussed possibilities for repurposing the Rockwood Terrace building.

The Committee discussed the mandatory requirement for each County to have at least one long term care home, and how Grey County is doing a good job geographically and also by going above and beyond with three homes. There is a current pressure for more beds in the province, but staffing is an issue which has been raised as a concern to the province.

CM21-25
Moved by: Councillor Keaveney
Seconded by: Councillor Nielsen

> **That report LTCR-CM-26-25 regarding the proposed 2026 Long-Term Care budget be received; and**

That the 2026 proposed Long-Term Care budget, as presented, be forwarded to County Council as part of the overall corporate budget package for consideration.

Carried

Closed Meeting Matters

There were no closed meeting matters.

Correspondence

There was no correspondence.

Other Business

Staff noted that the province is short of its target of new long term care beds. They are committed to building the beds and are approving additional beds. There will be an upcoming report likely to Committee of the Whole which will allow the conversation to take place and provide Council with multiple options on what can be done with the existing Rockwood Terrace building.

Next Meeting Date

Thursday, January 15, 2026 pending Council approval.

Adjournment

On motion of Councillor Mackey and Warden Matrosovs, the Long-Term Care Committee of Management adjourned at 12:30 p.m. to the call of the Vice-Chair.

Corporation of the County of Grey
By-law 5257-25

A By-law to Authorize the Execution of a Memorandum of Understanding Between the Corporation of the County of Grey, the Municipality of Grey Highlands and Brightshores Health System

WHEREAS pursuant to Section 9 of the Municipal Act, 2001, as amended which provides that a municipality has the capacity, rights, power and privileges of a natural person for the purposes of exercising its authority;

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

AND WHEREAS Grey County transferred land to Grey Bruce Health Services, now known as Brightshores, pursuant to By-law 5089-20;

AND WHEREAS Schedule “G” of the Land Donation Agreement set out the terms for Grey County to repurchase a portion of the lands transferred to Brightshores;

AND WHEREAS Council endorsed the recommendations of Committee of the Whole dated May 22, 2025, including resolution CW61-25, and Grey County has deemed it necessary to exercise that right;

AND WHEREAS Committee of the Whole passed resolution CW153-25 directing that a by-law come forward authorizing the execution of a Memorandum of Understanding between Grey County, the Municipality of Grey Highlands and Brightshores Health System that outlines terms for a potential sale of a potion of lands adjacent to Grey Gables to support the future development of an OPP Station;

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

1. That the Warden and Clerk are hereby authorized and directed to execute the Memorandum of Understanding with Brightshores Health System.

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

ENACTED AND PASSED this 27th day of November, 2025.

WARDEN: Andrea Matrosovs	CLERK: Tara Warder

MEMORANDUM OF UNDERSTANDING

THIS AGREEMENT made this _______ day of _____________, 2025, between:

The Corporation of the County of Grey

(referred to in this Agreement as the "County"),

-and-

The Corporation of the Municipality of Grey Highlands

(referred to in this Agreement as "Grey Highlands"),

-and-

Brightshores Health System

(referred to in this Agreement as "Brightshores"),

Each being a "Party" and together being the "Parties";

WHEREAS Brightshores is the registered owner of certain lands situated in the Municipality of Grey Highlands, County of Grey, which lands are further depicted as Parts 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 18, 20, 21, 22, 25, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44 & 45 on Plan 16R-11447 and further described in Schedule "A" (the "Brightshores Lands");

AND WHEREAS the County is the registered owner of certain abutting lands which are depicted as Parts 17, 19, 23, 24 & 26 on Plan 16R-11447 and further described in Schedule "A" (the "County Lands") upon which the County operates a long-term care home known as Grey Gables;

AND WHEREAS the County originally transferred the Brightshores Lands, to Brightshores (formerly Grey Bruce Health Services) pursuant to By-law 5089-20;

AND WHEREAS the Land Donation Agreement dated September 4, 2020 (the "Markdale Hospital Agreement"), included Schedule "G" Option to Repurchase Future Development Site Lands Agreement that sets out the County's right to repurchase a portion of the Brightshores Lands, which lands are depicted as Parts 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44 & 45, 16R-11447 and further described in Schedule "A" (the "Option Lands"), in accordance with the terms and conditions set out therein;

AND WHEREAS Grey Highlands intends to permit Grey Bruce OPP to develop a new police services station in Markdale (the "Proposed Development") and has requested to purchase a portion of the Option Lands for the Proposed Development;

AND WHEREAS the County intends to exercise it's right under Schedule "G" of Markdale Hospital Agreement to repurchase the Option Lands and then intends to transfer a portion of the Option Lands to Grey Highlands to support the Proposed Development in accordance with the terms and conditions set out herein and to retain the remaining Option Lands to support future needs of Grey Gables;

NOW THEREFORE in consideration of the mutual covenants contained herein, the Parties hereby agree as follows:

1.0 Definitions

1.1 In this Agreement:

a) "Agreement" means this Memorandum of Understanding and all attached schedules, including all future written amendments to the Agreement and all renewals of this Agreement;

b) "Development Lands" means a portion of the Option Lands, which lands shall be outlined and identified on a reference plan, the location and size of which shall be to the complete satisfaction of the County;

c) "Final Agreement(s)" means as contemplated in Section 3.3 of this Agreement;

1.2 Each term defined in the recitals above shall have the same meaning in this Agreement as if set out here at length.

2.0 Term

2.1 Subject to Section 7.3 below, this Agreement shall be effective as of the date of execution up to the entry into the Final Agreements (the "**Term**").

3.0 Intent

3.1 The Parties see mutual benefits in transferring the Development Lands to Grey Highlands to support the Proposed Development.

3.2 The Parties intend that this Agreement will set out with enough particularity the nature of the relationship between the Parties with respect to the Option Lands, Development Lands, and the Proposed Development.

3.3 The Parties will negotiate among themselves, as appropriate, those formal agreements called for in this Agreement (each being a "Final Agreement" and collectively the "Final Agreements").

3.4 This Agreement has been prepared based upon the limited information provided to date by the Parties to each other and expressly identifies such further information as may be required to prepare the Final Agreements. To the extent such information identifies further issues that the Parties will need to address in order to prepare the Final Agreements, this Agreement will necessarily need to be amended or a supplemental Memorandum of Understanding will need to be entered into.

4.0 Process for the Proposed Development

4.1 The Parties agree to work together in good faith and a spirit of collaboration to:

a) Transfer the Option Lands back from Brightshores to the County in accordance with the Markdale Hospital Agreement, and in particular Schedule “G” thereof, Option to Repurchase Future Development Site Lands Agreement;

b) Finalize an agreeable concept plan and site plan for the Proposed Development, acceptable to each Party hereto, which shall be designed to be as compact as possible to ensure that the build utilizes the least amount of land possible;

c) Ensure that construction of the Proposed Development does not interfere with any operations of the County or Brightshores and will maintain safety for users adjacent to the Development Lands.

d) Obtain a real estate appraisal to determine the fair market value of Lands and/or Development Lands that will be used to inform the sale price of the Development Lands from the County to Grey Highlands;

e) Prepare and execute any necessary agreements whereby the County and/or Brightshores grants or reserves easements, including but not limited to stormwater drainage easements, in respect of the Option Lands, Brightshores Lands and the County Lands, all on terms satisfactory to each Party;

f) Prepare and execute a Final Agreement pertaining to cost sharing arrangements and responsibilities, on terms satisfactory to each Party, which may be associated with the drainage works and shared entrances, as well as maintaining or establishing any associated easements for the existing drainage works (until future drainage works are complete), future drainage works, shared entrances, Brightshores’ signage, etc. and execute any associated necessary agreements for the same;

g) Prepare and execute any necessary additional agreements to facilitate the responsibilities contained in this Agreement, including but not limited to, access agreements, on terms satisfactory to each Party; and

h) Obtain such by-laws or approvals as may be necessary to give effect to the actions contemplated under this MOU.

4.2 The County shall:

a) Transfer the Option Lands back from Brightshores in accordance with the Markdale Hospital Agreement, and in particular Schedule “G” thereof, Option to Repurchase Future Development Site Lands Agreement;

b) Arrange, at Grey Highlands’ sole cost, for a real estate appraisal to determine the fair market value of the Option Lands and/or Development Lands that will be used to inform the sale price of the Development Lands to Grey Highlands; and

c) Following completion of the detailed design by Grey Highlands, the County will negotiate an Agreement of Purchase of Sale with Grey Highlands to transfer a portion of the lands required to support the Proposed Development, being the Development Lands, to Grey Highlands on an "as-is, where is" basis for an agreed upon price, which will be subject to County Council approval.

4.3 Grey Highlands shall:

a) Complete at its sole cost a detailed design for the Proposed Development acceptable to each party hereto, which shall be designed to be as compact as possible to ensure that the build will utilize the least amount of land as possible;

b) Following completion of the detailed design by Grey Highlands, Grey Highlands will negotiate an Agreement of Purchase of Sale with the County for the County to transfer a portion of the lands required to support the Proposed Development, being the Development Lands, to Grey Highlands on an "as-is, where is" basis for an agreed upon price, which will be subject to County Council approval.

c) Obtain a survey of the Option Lands to identify the Development Lands and any required easements, which shall be approved by the County and Brightshores prior to registration;

d) Develop at its sole cost a stormwater management plan for the overall Proposed Development that would also address the following matters to the satisfaction of the County and Brightshores:

    i) moving the subsurface stormwater drain situated under the existing stormwater drainage easement lands (if necessary) legally described as Parts 28, 32, 37, 38, 39, 40, 41, 42, 43, 44 and 45 on Plan 16R-11447;

    ii) moving the subsurface stormwater drain situated under the new stormwater drainage easement lands legally described as Parts 28, 32, 38, 42, 45 on Plan 16R-11447; and

    iii) appropriate drainage and stormwater management capacity from the existing Grey Gables site and shared entrance that currently exists on the subject lands;

e) At its sole expense move the municipal commemorative assets and memorials to a different location at the County's discretion to facilitate improvements to the Grey Gables site;

f) Acknowledge that the Development Lands are being transferred by the County on an "as-is, where-is" basis and neither the County nor Brightshores shall be required to make any alterations to the Development Lands;

g) as part of the Final Agreement, provide the County with insurance satisfactory to the County and indemnify the County in respect of all claims against the County arising from the work being conducted in respect of the Proposed Development;

h) if the Proposed Development does not proceed,

i) return the Development Lands to the County at Grey Highlands' sole expense if the County has already transferred the Development Lands to Grey Highlands; or

ii) acknowledge that the County is no longer required to transfer the Development Lands to Grey Highlands if the transfer has not occurred yet;

4.4 Brightshores shall:

a) Transfer the Option Lands to the County in accordance with By-law 5089-20 and the Markdale Hospital Agreement Schedule "G" thereof, Option to Repurchase Future Development Site Lands Agreement.

4.5 The Parties acknowledge that if the Proposed Development does not proceed, the County may continue with the Option to Repurchase Future Development Site Lands Agreement and will retain the Option Lands, and the Development Lands will not be transferred to Grey Highlands.

5.0 Financial Arrangements

5.1 Grey Highlands shall pay at its sole expense any and all costs or expenses incurred by the County, Brightshores, and Grey Highlands related to this MOU, the Final Agreements, the transfer of the Option Lands to the County, the transfer of the Development Lands to Grey Highlands, and the Proposed Development, including but not limited to the survey(s), appraisal(s), and legal costs, etc.

5.2 Without limiting clause 5.1 above, Grey Highlands will assume operational, legal, and financial responsibility for the development, construction, use, and maintenance of the Proposed Development and Development Lands.

5.3 Grey Highlands shall, at its expense, obtain and keep in force during the Term of this Agreement:

a) General Liability Insurance satisfactory to the other the County and Brightshores, including the following and underwritten by an insurer licensed to conduct business in the Province of Ontario:

i) A limit of not less than $10,000,000 per occurrence;

ii) The County and Brightshores shall each be named as an additional insured;

iii) The policy shall contain a provision for cross liability in respect of the named insured;

iv) 30 days prior notice of an alteration, cancellation or material change in policy terms which reduces coverage shall be given in writing to the other Party;

6.0 Indemnity

6.1 Grey Highlands (the “Indemnifying Party”) shall indemnify and hold harmless the County and Brightshores, and their respective elected officials, officers, servants, employees, invitees, or licensees (each being an “Indemnified Party”) from and against any and all actions, suits, claims, charges, fines, or demands whatsoever (collectively, “Claims”) from all liabilities, loss, costs, charges, expenses, and damages to person or property whatsoever (collectively, “Damages”) which may be brought against or incurred, sustained, or paid by the Indemnified Party arising from or related to acts or omissions of the Indemnifying Party, its elected officials, officers, directors, employees, volunteers, agents, servants, invitees in relation to this Agreement.

6.2 Where the Parties have otherwise entered into an agreement with respect to some or all of the subject matter of this agreement, then clause 6.1 shall not apply as between the parties in respect of any Claims or Damages arising in respect of the subject matter of that other agreement.

6.3 Section 6.0 Indemnification shall survive the termination or expiry of this Agreement.

7.0 General

7.1 No Partnership or Joint Venture

a) Nothing in this Agreement means that a partnership, joint venture or employment relationship exists between the Parties.

7.2 Privacy and Confidentiality

a) The Parties will not publish, release, disclose or permit to be published, released or disclosed, private or confidential information supplied to, obtained by, or which comes to their knowledge as a result of the Agreement except as necessary, to enable them to fulfill their obligations under the Agreement, or as required or permitted by law.

b) The Parties acknowledge that any personal information that is provided for the purpose of creating records is given to them in confidence and is protected by privacy legislation.

7.3 Termination

a) Notwithstanding anything contained in this Agreement to the contrary, any Party may terminate this Agreement at any time upon giving to the other Parties hereto 30 days' written notice of intention to terminate.

7.4 Notice

a) Any notice ("**Notice**") required to be given, served or delivered must be in writing and deemed delivered or sent or transmitted to its recipient by prepaid mail, ordinary mail, fax, or email to the other Party at the address indicated below, or to such other address as may be designated by Notice provided by either Party to the other:

<u>For the County</u>:

County Clerk
County of Grey Administration Building
595 9th Ave East
Owen Sound, ON N4K 3E3
Fax Number: 519-376-8998
Email: countyclerk@grey.ca

<u>For Grey Highlands:</u>

Municipal Clerk
206 Toronto Street South, Unit One
P.O. Box 409
Markdale, ON N0C 1H0
Email: clerks@greyhighlands.ca
Fax Number: 519-986-3643

<u>For Brightshores:</u>

Contact

1800-8th Street East, Box
Owen Sound, ON N4K 6M9
Email:
Fax Number:

b) Any Notice given by a Party to the others shall, in the absence of proof to the contrary, be deemed to have been received by the addressee:

i) if delivered personally on a business day, then on the day of delivery, and if delivered personally on a day other than a business day, then on the first business day following the day of delivery;

ii) if sent by prepaid registered mail, then on the second business day following the mailing thereof;

iii) if sent by ordinary mail, then on the fifth business day following the mailing thereof; and

iv) if transmitted by facsimile or email on a business day, then on the day of sending, and if sent on a day other than a business day, then on the first business day following the day of sending, provided that if the sender knows or ought to have known that such transmission was not received or would not be received by its intended recipient, then it shall be deemed not to have been given.

7.5 This Agreement will be governed by and interpreted in accordance with the laws of the Province of Ontario and the laws of Canada. The Parties submit to the exclusive jurisdiction of the courts of Ontario with respect to any matter arising under or related to this Agreement.

7.6 No Party shall be held responsible for any damage or delays as a result of war, invasions, insurrection, demonstrations, or as a result of decisions by civilian or military authorities, government actions, fire, flood, human health emergency, strikes and generally as a result of any event that is beyond the reasonable control of the Party.

7.7 Each of the clauses in this Agreement is distinct and severable. A declaration of invalidity or unenforceability of any clause will not affect the validity or enforceability of the other clauses in this Agreement.

7.8 Save and except for the Option to Repurchase Future Development Site Lands Agreement, Cost Sharing Agreement, Final Agreements, access agreements, and any other agreements contemplated herein, this Agreement is the entire agreement between the Parties with respect to the Proposed Development and replaces all prior written or verbal agreements, understandings, negotiations or discussions in connection with or incidental to the Proposed Development.

7.9 This Agreement can only be changed by a written document signed by signing authorities for each of the Parties.

7.10 The Parties agree to follow all applicable federal and provincial laws in carrying out the terms of this Agreement.

7.11 Successors and Assigns

a) No Party may assign all or any part of this Agreement voluntarily or involuntarily, whether by merger, consolidation, dissolution, operation of law or any other manner without the written approval of the other Party.

b) This Agreement benefits and binds the Parties and their respective successors and permitted assigns.

7.12 No Waiver

a) For any Party to release any of its rights under this Agreement, it must be in writing and signed by the Parties.

b) A waiver of a breach of one clause of the Agreement does not apply to any other clause.

c) A failure or delay in enforcing an obligation in the Agreement does not prevent the enforcement of that obligation at a later date.

7.13 Dispute Resolution

a) A dispute between the Parties relating to the interpretation or implementation of this Agreement will be addressed though good faith negotiation, with or without the assistance of a mediator.

7.14 In the event of the expiration, termination, or suspension of this Agreement for any reason whatsoever, the provisions of this Agreement that by their nature extend beyond the expiration, termination, or suspension of this Agreement will survive and remain in effect until all obligations are satisfied.

7.15 This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original and all of which, taken together shall constitute one and the same instrument.

[signature page follows]

The Parties, intending to be legally bound, have executed this Agreement on the date first written above.

The Corporation of the County of Grey

____
Andrea Matrosovs, Warden

____
Tara Warder, Clerk

The Corporation of the Municipality of Grey Highlands

____
Paul McQueen, Mayor

____
Amanda Fines-VanAlstine, Municipal Clerk

Brightshores Health Systems

____
Ann Ford, President & Chief Executive Officer

Schedule "A"

Brightshores Lands

Firstly:

Legal Description: PART LOTS 103-104 CONCESSION 1 SWTSR GLENELG, PARTS 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 18, 20, 21, 22, 25, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 41, 42, 43, 44 & 45, 16R11447; SUBJECT TO AN EASEMENT OVER PART 15, 16R11447 AS IN R485533; SUBJECT TO AN EASEMENT OVER PARTS 12 & 36, 16R11447 AS IN GS58308; SUBJECT TO AN EASEMENT OVER PARTS 2, 4, 5 & 6, 16R11447 AS IN GS114235; SUBJECT TO AN EASEMENT OVER PARTS 41, 42 & 43, 16R11447 AS IN GS130771; SUBJECT TO AN EASEMENT OVER PARTS 5, 6, 7, 11, 20 & 22, 16R-11447 AS IN GS55517; SUBJECT TO AN EASEMENT OVER PARTS 15, 16, 27, 28, 29 & 30, 16R11447 IN FAVOUR OF PARTS 17, 19, 23, 24 & 26, 16R11447 AS IN GY194258; SUBJECT TO AN EASEMENT OVER PARTS 28, 32, 38, 42 & 45, 16R11447 IN FAVOUR OF PARTS 17, 19, 23, 24 & 26, 16R11447 AS IN GY194258; SUBJECT TO AN EASEMENT OVER PARTS 28, 32, 37, 38, 39, 41, 42, 43, 44 & 45, 16R11447 IN FAVOUR OF PARTS 17, 19, 23, 24 & 26, 16R11447 AS IN GY194258; TOGETHER WITH AN EASEMENT OVER PART 17, 16R11447 AS IN GY194258; SUBJECT TO AN EASEMENT IN GROSS OVER PARTS 1-10, 16R11904 AS IN GY253910; MUNICIPALITY OF GREY HIGHLANDS

PIN: 37235-0594

Secondly:

Legal Description: PART LOT 104 CONCESSION 1 SWTSR GLENELG, PART 40, 16R11447; SUBJECT TO AN EASEMENT IN FAVOUR OF PARTS 17, 19, 23, 24 & 26, 16R11447 AS IN GY194258; TOGETHER WITH AN EASEMENT OVER PART 17, 16R11447 AS IN GY194258; MUNICIPALITY OF GREY HIGHLANDS

PIN: 37235-0472

<u>County Lands</u>

Legal Description: PART LOTS 103-104 CONCESSION 1 SWTSR GLENELG, PARTS 17, 19, 23, 24 & 26, 16R11447; SUBJECT TO AN EASEMENT OVER PART 24, 16R11447 AS IN GS55517; SUBJECT TO AN EASEMENT OVER PART 17, 16R11447 IN FAVOUR OF PARTS 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 18, 20, 21, 22, 25, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 41, 42, 43, 44 & 45, 16R11447 AS IN GY194258; SUBJECT TO AN EASEMENT OVER PART 17, 16R11447 IN FAVOUR OF PART 40, 16R11447 AS IN GY194258; TOGETHER WITH AN EASEMENT OVER PARTS 15, 16, 27, 28, 29 & 30, 16R11447 AS IN GY194258; TOGETHER WITH AN EASEMENT OVER PARTS 28, 32, 38, 42 & 45, 16R11447 AS IN GY194258; TOGETHER WITH AN EASEMENT OVER PARTS 28, 32, 37, 38, 39, 41, 42, 43, 44 & 45, 16R11447 AS IN GY194258; TOGETHER WITH AN EASEMENT OVER PART 40, 16R11447 AS IN GY194258; MUNICIPALITY OF GREY HIGHLANDS

PIN 37235-0595

<u>Option Lands:</u>

Firstly:

Legal Description: PART LOTS 103CONCESSION 1 SWTSR GLENELG, PARTS 31, 32, 33, 34, 35, 36, 37, 38, 39, 41, 42, 43, 44 & 45, 16R11447; SUBJECT TO AN EASEMENT OVER PART 36, 16R11447 AS IN GS58308; SUBJECT TO AN EASEMENT OVER PARTS 41, 42 & 43, 16R11447 AS IN GS130771; SUBJECT TO AN EASEMENT OVER PARTS 32, 38, 42 & 45, 16R11447 IN FAVOUR OF PARTS 17, 19, 23, 24 & 26, 16R11447 AS IN GY194258; SUBJECT TO AN EASEMENT OVER PARTS 32, 37, 38, 39, 41, 42, 43, 44 & 45, 16R11447 IN FAVOUR OF PARTS 17, 19, 23, 24 & 26, 16R11447 AS IN GY194258; TOGETHER WITH AN EASEMENT OVER PART 17, 16R11447 AS IN GY194258; MUNICIPALITY OF GREY HIGHLANDS

Being part of the lands presently bearing PIN: 37235-0594; and

Secondly:

Legal Description: PART LOT 104 CONCESSION 1 SWTSR GLENELG, PART 40, 16R11447; SUBJECT TO AN EASEMENT IN FAVOUR OF PARTS 17, 19, 23, 24 & 26, 16R11447 AS IN GY194258; TOGETHER WITH AN EASEMENT OVER PART 17, 16R11447 AS IN GY194258; MUNICIPALITY OF GREY HIGHLANDS

Being all of the lands presently bearing PIN: 37235-0472

Corporation of the County of Grey
By-Law 5258-25

A By-law to Authorize the Warden and Clerk to Execute an Agreement between the Federation of Canadian Municipalities and the Corporation of The County of Grey Through the Local Leadership for Climate Adaptation Program

WHEREAS the Council of the County of Grey adopted the recommendation of the Committee of the Whole from its July 24, 2025, meeting approving the entering into an Agreement between the Federation of Canadian Municipalities and the Corporation of the County of Grey through the Local Leadership for Climate Adaptation Program;

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

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

1. The Warden and Clerk are hereby authorized and directed to execute, and the Clerk to affix the Corporate seal thereto, the Agreement with the Federation of Canadian Municipalities Local Leadership for Climate Adaptation Program (FCM-LLCA).

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 27th day of November, 2025.

____________________________ ____________________________

WARDEN: Andrea Matrosovs CLERK: Tara Warder

GREEN MUNICIPAL FUND GRANT AGREEMENT
LLCA-24-0412

This Grant Agreement is hereby made and entered into

BETWEEN:

FEDERATION OF CANADIAN MUNICIPALITIES, a not-for-profit corporation incorporated under the laws of Canada, acting as trustee of the Green Municipal Fund ("**GMF**"), and having a place of business at 24 Clarence Street, Ottawa, ON, K1N 5P3.

("**FCM**")

and

THE CORPORATION OF THE COUNTY OF GREY, an Ontario corporation and having a place of business at 595 9th Avenue East, Owen Sound, ON, N4K 3E3.

("**Recipient**")

FCM and the Recipient shall be referred to individually as a "**Party**" and collectively as the "**Parties**".

The Agreement, including all the schedules described below, constitutes the entire understanding and agreement between the Parties ("**Agreement**") and supersedes all prior correspondence, offers, negotiations, agreements, or other communications between the Parties relating to the subject matter hereof, whether oral, written or electronic. No changes or modification to the Agreement shall be binding upon a Party unless in writing and signed by both Parties.

The Agreement will be effective commencing on the date of last signature below (**"Effective Date**") and shall end on March 31, 2028 ("**Term**") unless earlier terminated in accordance with the provisions of the Agreement.

The following Schedules are attached and incorporated in the Agreement by reference:

Schedule A – General Terms and Conditions	Schedule D – Request for Contribution Template
Schedule B – Eligible and Ineligible Costs Table	Schedule E – Reporting Requirements
Schedule C – Recipient's Specific Terms and Conditions	Schedule F – Funding Recognition Specifications

In witness whereof, the Parties have executed the Agreement through their duly authorized officials.

FEDERATION OF CANADIAN MUNICIPALITIES

Per:________________________________
Aymone Agossou, Project Director, Climate-Ready Plans & Processes, Green Municipal Fund

Date:________________________________

THE CORPORATION OF THE COUNTY OF GREY

Per:________________________________
Andrea Matrosovs, Warden

Date:________________________________

Per:________________________________
Tara Warder, Clerk

Date:________________________________

SCHEDULE A - GENERAL TERMS AND CONDITIONS

1. DEFINITIONS

Whenever used in the Agreement and unless the context otherwise requires, the following terms have the following meanings:

"**Advanced Contribution**" means the first disbursement of the Grant Amount, disbursed in advance of the Recipient having incurred sufficient Eligible Costs to request reimbursement from FCM, as set forth in Schedule C to the Agreement;

"**Business Day**" means any day other than a Saturday, Sunday or statutory holidays in the Province of Ontario;

"**Confidential Information**" has the meaning ascribed thereto in Section 8.3 of this Schedule A;

"**Contribution**" means each individual disbursement of the Grant Amount, as set forth in Schedule C;

"**Eligible Costs**" means the costs described in Schedule B of the Agreement, for which the Recipient may use the Grant;

"**Expense Claim**" means the expense claim in the form of the Project Workbook;

"**FCM's Accessibility Guidelines**" means the FCM guidelines to be followed by the Recipient, or the consultant hired by the Recipient, when preparing the Final Deliverable, to ensure that such reports are accessible to people with disabilities;

"**Final Contribution**" means the last disbursement of the Grant Amount. In the event that the Recipient receives the Grant Amount in a single contribution, FCM will advance the Grant Amount through the Final Contribution;

"**Final Deliverable**" means the final version of the report summarizing the results and activities undertaken in conducting the project, as applicable, as described in Schedule C;

"**GAAP**" means the generally accepted accounting principles for local governments as recommended, from time to time, by the Public Sector Accounting Board of the Canadian Institute of Chartered Accountants;

"**Material Change**" means any change to the description of the Project, forecasted Eligible Costs or particulars of the sources of funding, all as set forth in Schedule C;

"**Project**" means the climate-ready plan, process, or project, as applicable, as described in Schedule C;

"**Project Workbook**" means the form of electronic spreadsheet provided by FCM to the Recipient, as amended by FCM from time to time, to be completed when providing information updates or submitting a Request for Contribution to FCM; and

"**Request for Contribution**" means the request for Contribution, in the form of Schedule D.

2. GRANT

2.1 Grant Purpose – FCM is providing the Grant to the Recipient for the sole purpose of assisting the Recipient in the preparation of the Project ("**Grant**").

2.2 Grant Amount – Subject to and in accordance with the terms and conditions of the Agreement and in reliance upon the representations, warranties and covenants of the Recipient hereinafter set forth, FCM agrees to contribute towards the Eligible Costs the maximum amount in Canadian Dollars (the "**Grant Amount**"), set forth in Schedule C of the Agreement. In the event that, if the aggregate amount of funding received or to be received from all sources of funding, other than the Recipient, as set forth in Schedule C of the Agreement or as updated in the Project Workbook (all as determined and calculated by FCM) is greater than the total costs incurred by the Recipient in respect of the Project, as evidenced by the delivery of documentation establishing Eligible Costs, then FCM may reduce the Grant Amount to such amount as it deems appropriate, in its sole and absolute discretion.

2.3 Grant Expiration Date – In the event that the Recipient fails to meet the conditions of Contribution set forth in the Request for Contribution and fails to obtain the Final Contribution before the end of the Term, then FCM may, at its sole and absolute discretion terminate any further requirement to make the Contribution(s), set forth in Schedule C.

2.4 Grant Disbursement – FCM will disburse the Contribution within thirty (30) days of confirming that the Recipient has met all of FCM's conditions, to FCM's satisfaction.

2.5 Advanced Contribution – FCM will inform the Recipient, before signature of the Agreement, whether it is eligible for an Advanced Contribution, all as determined in FCM's sole and absolute discretion. In the event that the Recipient is eligible for an Advanced Contribution, FCM will disburse the Contribution within thirty (30) days of receiving from the Recipient, a signed Agreement and a completed copy of FCM's Electronic Funds Transfer form, identifying the bank account where FCM should disburse the Advanced Contribution. The representations and warranties confirmed or made in the Agreement with respect to the Recipient will be true on and as of the date that FCM makes the Advanced Contribution, with the same effect as though such representations and warranties have been made on and as of the date that FCM makes the Advanced Contribution. If any confirmation, information or documentation provided to FCM is not true and correct, or if any act or event does or may materially and adversely affect the Project or the ability of the Recipient to perform its obligations under the Agreement or the Project or any of its other obligations that are material to the Recipient has occurred, the Recipient will immediately notify FCM prior to the making of the Advanced Contribution.

3. OBLIGATIONS OF THE RECIPIENT

Unless FCM shall otherwise agree in writing, the Recipient covenants and agrees that it: (i) shall use the Grant solely for expenditures that are Eligible Costs; (ii) shall carry out the Project and conduct the activities thereof in compliance with all applicable laws, regulations, order, rules, ordinances, permits, licenses, and without restricting the generality of the foregoing, in compliance with all labour, environmental, health and safety and human rights legislation applicable to the Project; (iii) shall carry out the Project with due diligence and efficiency and in accordance with sound engineering, scientific, financial and business practices; (iv) shall maintain industry standard insurance coverage which shall include general liability insurance; (v) shall not make any Material Change to the Project or in the nature or scope of its legal status; and (vi) shall not sell, assign, transfer, lease, exchange or otherwise dispose of, or contract to sell, assign, transfer, lease, exchange or otherwise dispose of, any of the real or personal property, whether movable or immovable, acquired, purchased, constructed, rehabilitated or improved, in whole or in part with the Grant, except if previously approved by FCM as described in Schedule C.

4. ELIGIBLE COSTS

Expenses that are eligible for partial reimbursement by FCM must be: (i) invoiced directly to the Recipient; (ii) incurred after the date set forth in Schedule C; (iii) an integral and an essential component of the Project and required to help achieve the environmental objective of the Project; and (iv) actually and reasonably incurred in accordance with applicable industry standards.

5. RECORD-KEEPING and AUDIT

5.1 Record-keeping – The Recipient shall: (i) maintain its accounts, management information and cost control system and books of accounts adequately to reflect truly and fairly the financial condition of the Project and to conform to GAAP; and (ii) **safekeep all such records of the project until March 31st, 2040.**

5.2 Audit – The Recipient shall: (i) upon FCM's request with reasonable prior notice thereto, permit representatives of FCM, during its normal office hours, to have access to its books of accounts and records relating to the Project and permit FCM to communicate directly with, including the receipt of information from, its external auditors regarding its accounts and operations relating to the Project; (ii) permit FCM to undertake, at any time, at the Recipient's expense, any audit of the records and accounts of the Recipient in relation to the Project. The Recipient agrees to ensure that prompt and timely corrective action is taken in response to any audit findings and recommendations conducted in accordance with the Agreement. The Recipient will submit to FCM in a timely manner, a report on follow-up actions taken to address recommendations and results of the audit; and (iii) permit the Government of Canada, the Auditor General of Canada, and their designated representatives, to the extent permitted by law, to inspect the terms and conditions of the Agreement and any records and accounts respecting the Project and to have reasonable and timely access to sites, facilities and any documentation relevant for the purpose of audit.

6. ONGOING INFORMATION REQUIREMENTS

The Recipient shall provide to FCM the following information, in form and content satisfactory to FCM: (i) Reporting Requirements in the form of Schedule E within thirty (30) days of FCM making such requests; ii) prompt notice of any proposed change in the nature or scope of its legal status; (iii) prompt notice of any act or event which does or may materially and adversely affect the Project or may materially and adversely affect the ability of the Recipient to perform its obligations under the Agreement or the Project or any of the Recipient's other obligations that are material to the Recipient; (iv) prompt notice of any litigation or administrative proceedings, together with copies of any written legal documents as FCM may request, excluding legal documents subject to solicitor client privilege, before any court or arbitral body or other authority which might materially and adversely affect the Project or the ability of the Recipient to perform its obligations under the Agreement or in respect of the Project or any of the Recipient's other obligations that are material to the Recipient; (v) immediate notice of the occurrence of any breach of any term or condition of the Agreement and specifying the nature of such breach, and the steps, if any, that it is taking to remedy the same; and (vi) such other information as FCM may from time to time reasonably request from the Recipient by notice to the Recipient.

7. COPYRIGHT

7.1 Copyright – Copyright in all reports, documents and deliverables prepared in connection with the Agreement and set out in Schedule C, by or on behalf of the Recipient (the "**Recipient Documentation**") will be the exclusive property of, and all ownership rights shall vest in either the Recipient or, subject to the Recipient's ability to grant the license set out in this Article 7.2, a person or entity engaged to develop the Recipient Documentation on behalf of the Recipient. In the event that the Recipient receives a copyright license to the Recipient Documentation, such license shall include a complete waiver in favour of the Recipient of all non-assignable rights (including moral rights) that may exist in the Recipient Documentation.

7.2 License – The Recipient hereby grants to FCM an irrevocable, perpetual, non-exclusive, worldwide, royalty-free, license, to use, reproduce, distribute, adapt, change formats, display, publish, make improvements to, sub-license, translate and copy in any manner the Recipient Documentation. This license shall survive the expiration or termination of the Agreement.

7.3 Interview – FCM shall hold all right, title and interest, including all intellectual property rights, in and to all formats of the Interview, including but not limited to written, audio recorded or video recorded formats, and to have sole and exclusive rights to the use thereof. Prior to the Interview, the Recipient shall ensure that any person designated by the Recipient to participate in the Interview will execute and deliver to FCM a written agreement which effects the assignment to FCM of all right, title and interest therein, including all intellectual property rights, and provides that such person has waived all its non-assignable rights (including moral rights) therein and grants to FCM the right to use the individual's image, including but not limited to posting the Interview on a public website.

8. PUBLIC RECOGNITION, COMMUNICATION, CONFIDENTIALITY

8.1 Public Recognition – The Recipient shall incorporate the following language into all Reporting Requirements

"© 20XX, The Corporation of the County of Grey. All Rights Reserved.
This project was carried out with assistance from the Green Municipal Fund, a Fund financed by the Government of Canada and administered by the Federation of Canadian Municipalities. Notwithstanding this support, the views expressed are the personal views of the authors, and the Federation of Canadian Municipalities and the Government of Canada accept no responsibility for them."

8.2 Communication – The Recipient shall comply with FCM's bilingual communication requirements until the date that is five (5) years following the Final Contribution and shall: (i) cooperate with FCM, who will lead the preparation and issuance of a news release announcing GMF funding for the Project and/or the coordination of a public announcement attended by FCM and the Government of Canada; (ii) promptly inform FCM of upcoming promotional events related to the Project and allow FCM and the Government of Canada to participate in such promotional events; (iii) cooperate with FCM in providing information on the Project to other interested persons to permit the sharing of knowledge and lessons learned about the Project; and (iv) cooperate with FCM in preparing one or more educational interviews, if required by FCM, showcasing the Project, that may be posted on FCM's public website or through other social media tools and made available through other mediums and in various formats (the "**Interview**").

8.3 Confidentiality – All processes, documents, data, plans, material, policies or information pertaining to either Party's operations which is obtained by the other Party ("**Receiving Party**") or furnished to the Receiving Party in connection with the Agreement and expressly identified as confidential thereby, including, without limitation, the terms of the Agreement, ("**Confidential Information**") shall be maintained by the Receiving Party in strict confidence and shall not be disclosed to any person or entity for any reason or used by the Receiving Party except as necessary for it to perform its obligations hereunder. The limitations contained in this section shall not apply to (a) Confidential Information which is in the public domain at the time of disclosure; (b) Confidential Information that becomes part of the public domain after disclosure through no fault of the Receiving Party; (c) Confidential Information that the Receiving Party can prove was known by the Receiving Party at the time of disclosure; (d) Confidential Information that the Receiving Party can prove was supplied to the Receiving Party by a third party or was independently developed by the Receiving Party; or (e) Confidential Information required to be disclosed pursuant to judicial process.

8.4 Two versions of confidential reports - The Recipient shall provide two versions of any Project Progress Report or Final Deliverable that might contain Confidential Information. The version containing Confidential Information shall be clearly labeled as confidential and will be treated as confidential by FCM. The version that does not contain Confidential Information may be posted on FCM's public website and/or made available through other social media websites or tools and otherwise made available to interested third parties.

9. REPRESENTATIONS AND WARRANTIES

The Recipient represents and warrants that: (i) it is duly established under the laws of the Province or Territory set forth in Schedule C of the Agreement and has the legal power and authority to enter into, and perform its obligations under, the Agreement and the Project; (ii) the Agreement has been duly authorized and executed by it and constitutes a valid and binding obligation of it, enforceable against it in accordance with its terms; (iii) neither the making of the Agreement nor the compliance with its terms and the terms of the Project will conflict with or result in the breach of any of the terms, conditions or provisions of, or constitute a default under any indenture, debenture, agreement or other instrument or arrangement to which the Recipient is a party or by which it is bound, or violate any of the terms or provisions of the Recipient's constating documents or any license, approval, consent, judgment, decree or order or any statute, rule or regulation applicable to the Recipient; (iv) it is not subject to any restructuring order under any applicable statutory authority; (v) no litigation, arbitration or administrative proceedings are current or pending or have been threatened, and so far as the Recipient is aware no claim has been made, which is likely to have an adverse effect on its preparation of the Project or its compliance with its obligations under the Agreement; and (vi) the Recipient has the right to grant the copyright license set out in Article 7 of this Schedule A.

10. TERMINATION OF THE AGREEMENT

(a) FCM may terminate this Agreement: (i) if the Recipient breaches any term or condition of this Agreement, and fails to remedy such breach upon the expiry of fifteen (15) Business Days' written notice from FCM of such breach or, with respect to a breach that cannot be remedied within the fifteen (15) Business Day period, such longer period of time as FCM may reasonably provide the Recipient to remedy the breach, provided the Recipient has commenced to remedy the breach within the fifteen (15) Business Day period and is actively and diligently taking appropriate measures to remedy the breach; (ii) if, in FCM's sole discretion, the Project cannot be completed as initially presented; (iii) if the Recipient fails to meet the conditions of Contribution set forth in the Request for Contribution and fails to obtain the Final Contribution before the end of the Term; (iv) if control and charge over the administration of all the affairs of the Recipient are vested in any person other than the Recipient; (v) if the Recipient becomes insolvent and/or proceedings have been commenced under any legislation or otherwise for its dissolution, liquidation or winding-up, or bankruptcy, insolvency or creditors' arrangement proceedings have been commenced by or against the Recipient; and (vi) if the Parliament of Canada fails to pass an appropriation that is sufficient and constitutes lawful authority for the Government of Canada making the necessary payment to FCM for the project or program in relation to which the Grant is being provided.

(b) Either Party may, on not less than thirty (30) days prior written notice to the other Party, terminate this Agreement.

11. EFFECT OF TERMINATION

(a) If this Agreement is terminated pursuant to Article 10, the Recipient may be: (i) reimbursed for all or a portion of the Eligible Costs they have incurred in relation to the Project up to the effective date of termination; and (ii) required to pay back to FCM all or a portion of the Grant Amount that was disbursed by FCM to the Recipient prior to the effective date of termination.

(b) The rights contained in Sections 11(a) are subject to FCM's sole discretion and satisfaction, taking into consideration the Recipient's out-of-pocket Eligible Costs incurred and results reported by the Recipient in connection with the Project. In addition, FCM may take such action or proceedings in compliance with applicable laws or regulations as FCM in its sole discretion deems expedient to collect the amounts owing to FCM hereunder, all without any additional notice, presentment, demand, protest or other formality, all of which are hereby expressly waived by the Recipient.

12. SAVING OF RIGHTS

No course of dealing and no delay in exercising, or omission to exercise, any right, power or remedy accruing to FCM upon any default under the Agreement shall impair any such right, power or remedy or be construed to be a waiver thereof or any acquiescence therein; nor shall the action of FCM in respect of any such default, or any acquiescence by it therein, affect or impair any right, power or remedy of FCM in respect of any other default.

13. APPROPRIATIONS

Notwithstanding FCM's obligation to make any payment under the Agreement, this obligation does not arise if, at the time when a payment under the Agreement becomes due, the Parliament of Canada has not passed an appropriation that is sufficient and constitutes lawful authority for the Government of Canada making the necessary payment to FCM for the project or program in relation to which the Grant is being provided. FCM may reduce, delay or terminate any payment under the Agreement in response to the reduction or delay of appropriations or departmental funding levels in respect of transfer payments, the project or program in relation to which the Grant is being provided, or otherwise, as evidenced by any appropriation act or the federal Crown's main or supplementary estimates expenditures. FCM will not be liable for any direct, indirect, consequential, exemplary or punitive damages, regardless of the form of action, whether in contract, tort or otherwise, arising from any such reduction, delay or termination of funding.

14. NO BRIBES

The Recipient guarantees that no bribe, gift or other inducement has been paid, given, promised or offered to any person in order to obtain the Agreement. Similarly, no person has been employed to solicit or secure the Agreement upon any agreement for a commission, percentage, brokerage or contingent fee. The Recipient also guarantees that it has no financial interest in the business of any third party that would affect its objectivity in carrying out the Project.

15. RELEASE AND INDEMNIFICATION

15.01 Acknowledgment - The Recipient acknowledges and agrees that (i) the Recipient shall be solely and fully responsible for the Project or any element thereof; (ii) by accepting or approving anything required to be accepted or approved pursuant to this Agreement or the Project, FCM shall not be deemed to have warranted or represented the accuracy, sufficiency, legality, effectiveness or legal effect of the same, or of any term, provision or condition thereof, and such acceptance or approval thereof shall not constitute a warranty or representation to anyone with respect thereto by FCM; and (iii) FCM shall not be responsible in any way whatsoever for the Project or any element thereof.

15.02 Release - the Recipient releases and forever discharges FCM and its directors, officers, agents, servants and employees from any claims, demands, proceedings, losses, damages, liabilities, deficiencies, costs and expenses arising out of or in consequence of any loss, injury or damage to the Recipient or its property in any way relating to this Agreement and/or the Project.

15.03 Indemnification - The Recipient hereby agrees to indemnify and hold harmless FCM and its officers, directors, employees and agents from and against any and all liability, loss, costs, damages and expenses (including legal, expert and consultant fees), causes of action, actions, claims, demands, lawsuits or other proceedings (collectively, a "Claim"), 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 the Agreement, but only to the extent that such Claim arises out of or is in connection with the Recipient's breach of this Agreement or is caused by the negligence or wilful misconduct of the Recipient in the performance of its obligations hereunder or otherwise in connection with the Project.

15.04 Intellectual Property Indemnity.- The Recipient shall defend or settle at its expense any claim or suit against FCM arising out of or in connection with an assertion that the Recipient Documentation infringes any intellectual property right and the Recipient shall indemnify and hold harmless FCM from damages, costs, and attorneys' fees, if any, finally awarded in such suit or the amount of the settlement thereof; provided that (i) the Recipient is promptly notified in writing of such claim or suit, and (ii) the Recipient shall have the sole control of the defense and/or settlement thereof.

15.05 FCM's Limited Liability – In no event shall FCM, including its directors, officers, employees and agents, be liable under the Agreement for any indirect, special, incidental, consequential or punitive damages of any kind, however caused, including, but not limited to, loss of profits or revenue, loss of data, work interruption, increased cost of work, or any claims or demands against the Recipient by any other entity, whether such remedy is sought in contract, tort (including negligence), strict liability or otherwise and whether or not FCM, including its directors', officers', employees' and agents' liability for direct damages for any reason and upon any cause of action, whether in tort (including negligence), contract, or any other legal theory, exceed the Grant Amount that was disbursed under the Agreement. The Agreement shall not create for nor give to any third party any claim or right of action against FCM.

15.06 Further Assurances - The Recipient shall promptly execute and deliver, upon request by FCM, all such other and further documents, agreements, opinions, certificates and instruments as may be reasonably required by FCM to more fully state the obligations of either party to the Agreement or to make any recording, file any notice or obtain any consent.

16. GENERAL

16.01 Notices and Requests – Any notice, document or other communication required to be given under the Agreement shall be in writing and shall be sufficiently given if sent by personal delivery/courier, registered mail or email to the other Party at its address indicated in Schedule C. The notice shall be deemed to have been delivered on the day of personal delivery, on the day received by email (as evidenced by a transmission confirmation), or on the fifth day following mailing.

16.02 Relationship of the Parties - The relationship between the Recipient and FCM is, and shall at all times be and remain, essentially that of a recipient and a grantor, and the Agreement does not and shall not be deemed to create a joint venture, partnership, and fiduciary or agency relationship between the Parties for any purpose. Neither the Recipient, nor any of its personnel are engaged as an employee, servant or agent of FCM.

16.03 Amendment - Any amendment of any provision of the Agreement, including the Schedules, must be in writing and signed by both Parties.

16.04 Choice of Language - It is the express wish of the Parties that the Agreement and any related documents be drawn up and executed in English. Les Parties reconnaissent avoir exigé que la présente convention et tous les documents connexes soient rédigés en anglais.

16.05 Governing Law -The Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein.

16.06 Choice of Forum - The Parties hereto agree and intend that the proper and exclusive forum for any litigation of any disputes or controversies arising out of or related to the Agreement shall be a court of competent jurisdiction located in the Province of Ontario, City of Ottawa.

16.07 Effectiveness - The Agreement shall be in force until such time as FCM has disbursed the Final Contribution or until the Agreement has been terminated in accordance with Article 10, whichever shall first occur.

16.08 Successors and Assigns - The Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns, except that the Recipient may not assign or otherwise transfer all or any part of its rights or obligations under the Agreement without the prior written consent of FCM.

16.09 Severability - If any provision or clause of the Agreement is found by a court of competent jurisdiction to be invalid, void, null, illegal or unenforceable, that determination shall not affect the enforceability of the remaining provisions to the extent they can be given effect without the illegal or invalid provision. The Parties further agree to negotiate the severed provision to bring the same within the applicable legal requirements to the extent possible.

16.10 Waiver of Rights - Except as expressly provided in the Agreement, any waiver of, or consent to depart from, the requirements of any provision of the Agreement shall be effective only if it is in writing and signed by the Party giving it, and only in the specific instance and for the specific purpose for which it has been given. No failure on the part of a Party to exercise, and no delay in exercising, any right under the Agreement shall operate as a waiver of such right. No single or partial exercise of any such right shall preclude any other or further exercise of such right or the exercise of any other right.

16.11 Entire Agreement - The Agreement constitutes the entire agreement between the Parties pertaining to the subject matter hereof and supersedes all prior correspondence, agreements, negotiations, discussions and understandings, if any, written or oral.

16.12 Headings - Headings are included in the Agreement for convenience of reference only and are not intended to be full or accurate descriptions of the contents thereof.

16.13 Gender and Number - All references in the Agreement to the masculine gender include the feminine gender; and all references to the singular include the plural and vice versa.

16.14 Counterparts - The Agreement may be executed and delivered (including by email transmission or by protocol document format ("PDF") in one or more counterparts and, each of which when executed shall be deemed an original, but both of which together shall constitute one and the same agreement.

16.15 Survival - The provisions pertaining to Article 5, Article 7, Article 8, Article 15 and this Article 16, and any other provisions hereof expressly or impliedly intended to survive termination or expiry, will survive the termination of the Agreement.

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SCHEDULE B – ELIGIBLE AND INELIGIBLE COSTS TABLE

If your application is approved, expenses that are eligible for partial reimbursement must be:

- incurred after the date the application is received by FCM (costs to write the application incurred up to 90 days prior to receipt of the application by FCM).
- invoiced directly to your organization.
- an integral and an essential component of the initiative required to achieve the environmental objective and;
- actually and reasonably incurred in accordance with applicable industry standards.

FCM reserves the right to audit financial statements or expenses incurred at a future date to verify cost eligibility and ensure affordability of the project. **Please keep financial accounts and records, including but not limited to contracts, invoices, statements, receipts, timesheets, and vouchers, relating to the project until March 31, 2040.** Financial records, including timesheets for staff remuneration (i.e. labour costs), must be documented in a manner that meets generally accepted accounting principles and enables verification of cost eligibility and level of effort.

Cost Category	Eligible Costs	Ineligible Costs
Section A: Costs incurred prior to date application received by FCM		
1. Preparation of full application	Costs to write the CRPP application up to $5,000 incurred up to 90 days prior to application receipt date.	All other costs incurred before the date FCM receives your application, including any stakeholder engagement or research that took place to complete the full application or project workbook.
Section B: Costs incurred after date application received by FCM		
2. Administrative	Administrative costs that are directly linked to and have been incurred for the project, such as: • communication costs (e.g., long-distance calls) • permits or certifications required for the project • printing or photocopying by outside suppliers • Outsourced printing / photocopying • acquisition of documents used exclusively for the project • document translation	• General overhead costs, including operating costs related to the general maintenance, repair and overhead costs associated with the project. • Administrative costs not specifically listed as eligible costs. • Office space, supplies and general overhead costs incurred in the ordinary course of business.
3. Advertising	Advertising costs essential to communicating the project to the public, as well as project evaluation, such as: • Fees for advertising development • Fees for media distribution • Website development • public surveys Design and production of communication products that meaningfully engage with rights holders and/or equity-deserving groups:	• Advertising costs for general education or publicity associated with ongoing or other business activity and not a specific requirement of the project • Promotional items
4. Capital expenditures	• Climate adaptation-related software	Purchase of equipment, or assets that could be rented or leased to achieve the outcomes of the activity, or that are above and beyond

	Note: Capital costs are as defined and determined in accordance with generally accepted accounting principles (GAAP), including: • costs for acquiring, developing, constructing, modernizing or leasing systems (equipment, hardware, climate related adaptation software, etc.)	what is required for the scale and duration of the project. • Any other capital expenditures or amortization expenses • Purchase or lease of real property • Software development
5. Equipment rental	• Rental of tools and equipment related to the project	• Rental of tools or equipment related to ongoing or other business activities
6. Meetings and public gatherings	Costs related to meetings and public gatherings held to communicate the project to the public and collect feedback, such as: • facility rental • audiovisual equipment rental • services to support people with specific needs, where such services contribute to the equity and inclusion objectives of the project (e.g., simultaneous interpretation, shuttle service, babysitting service, etc.) • the provision of food and drinks, when it is part of a specific cultural protocol • honoraria for cultural leaders, Elders, Indigenous knowledge keepers, and/or cultural keepers. (Note: these honoraria should reflect the role of Indigenous Peoples as subject matter experts) • costs related to local cultural protocols (e.g., gifts, cultural ceremonies)	Any hospitality expenses, such as: Any hospitality expenses (e.g., food and drinks unless needed for cultural protocol, alcohol, music, decorations etc.)
7. Services	• Fees for professional or technical consultants and contractors, incurred in support of eligible activities	• Costs for engineered studies, audit studies or feasibility studies for which grants or contributions are provided by or committed to be provided by any program of the Government of Canada • Expenditures associated with regular business activities not related to the project • Legal fees Any costs associated with person(s) enrolled on your organization's payroll, except for those defined under the category listed as "in-kind
8. Staff Remuneration	Daily rates actually paid by the eligible recipient to its employees (including permanent and contract employees) in Canada for time actually worked on the	Regular salaries and/or benefits of applicant staff or partners including: • overtime pay • bonuses or performance pay

	implementation of the project (including staff time to participate in FCM-led capacity building activities related to the eligible project). The daily rate per employee shall include the following costs:
	• direct salaries: actual and justifiable sums paid by the eligible recipient to employees in accordance with the eligible recipient's pay scales as regular salary excluding overtime pay and bonuses
	• fringe benefit, in accordance with the eligible recipient's policies, as follows:
	  ○ time-off benefits (prorated to the annual percentage of time actually worked on the implementation of the project): allowable number of days to be paid by the eligible recipient for the payable absences of statutory holidays and annual vacation
	  ○ paid benefits: actual sums paid by the eligible recipient for paid benefits (prorated to the annual percentage of time actually worked on the implementation of the project); this includes the eligible recipient's contribution to employment insurance and workers' compensation plans (where applicable), health and medical insurance, group life insurance, or other mandatory government benefits
	
	Note: Labour costs must be documented in a manner that meets audit standards for verification of eligibility of cost and level of effort.
		• fringe benefits, such as sick days, maternity leave, parental leave, pension plan and any other fringe benefits not listed as eligible
		• costs related to ongoing or other regular business activities and not specifically required for the project
		• staff wages while receiving training or attending learning events
		• professional membership fees or dues
		• staff remuneration for which a grant or contribution is provided by or committed to be provided by FCM

9. Supplies and materials	• Supplies and materials that are specifically needed to undertake the project	• Costs related to ongoing or other business activities that are not specifically required for the project
10. Transportation, shipping and courier charges	• Transportation costs for delivery of materials and services essential for the Project	• Any transportation expense related to ongoing or other business activities
11. Travel and accommodation	• Travel and associated expenses for your staff and consultants to the extent that the travel and accommodation rates comply with	• Travel and associated expenses of a partner in the Project

	Treasury Board of Canada guidelines and to the extent that such travel is necessary to complete the project, including travel and accommodation costs to attend LLCA capacity-building activities organized by or on behalf of FCM	• Travel, accommodation and fees to attend conferences, missions, trade shows etc.
12. Taxes	• The portion of taxes for which your organization is not otherwise eligible for rebate	• The portion of provincial, territorial or federal taxes for which your organization is eligible for rebate
13. In-kind	• N/A Note: Lead applicants can include costs for staff time for time actually worked on the implementation of the project and list this as "staff remuneration." See Staff Remuneration category above.	• Any goods and services that are received through donation or in-kind contribution.

SCHEDULE C – RECIPIENT'S SPECIFIC TERMS AND CONDITIONS

1. PROJECT

The Recipient is receiving the Grant Amount to perform the following project:

The primary objective of this project is to create a Community and Corporate Climate Adaptation Plan for Grey County. Key activities include conducting a comprehensive risk and vulnerability assessment, staff and Council training, partnership development, securing resources, and implementation planning. These efforts aim to build capacity, foster collaboration, and ensure effective adaptation to climate change impacts, with a focus on Indigenous, vulnerable, and equity-deserving populations.

Project Title: Ready for Action - Training, Partnerships, Resources and Plans to Implement Grey County's Climate Adaptation Plan.

Project Delivery Start Date	Project Delivery End date
October 1, 2025	October 1, 2027

2. SCOPE OF WORK

The following table summarizes activities and deliverables identified for the Project, which are expected to be completed within 24 months of the Project start date.

Activities	Deliverables
1. Staff and Council Training and Capacity Building	• Training needs assessment and barrier identification survey; • Training plan; and • Training materials and attendance records.
2. Partnership Development	• Outreach materials to potential partners • Minutes from collaborative planning meetings
3. Securing Resources	• Cost of Doing Nothing Report; • Business Case for Climate Adaptation (Council Report); and

	• Financial plan for prioritized climate adaptation actions.
4. Implementation Workplan	• High level analysis of alignment and misalignment of corporate plans and policies with the Climate Adaptation; • Copy of the Implementation Plan, which includes: the Strategic Plan, Asset Management Plan, Housing Action Plan, and Forest Management Plan); • Copy of the Workplans, roles and responsibilities, timelines and budgets for prioritized community and corporate climate • adaptation actions; and • Monitoring and Evaluation Plan.

3. PROJECT COSTS

The forecasted Eligible Costs that the Recipient included in its GMF funding application:

Activities	Start Date YYYY-MM-DD	End Date YYYY-MM-DD	Cost Category	Eligible Cost ($)	Ineligible Cost ($)	Total Cost ($)
Activity 1	**2025-10-01**	**2027-10-01**				
Activity description: Staff and Council Training and Capacity Building						
RFP to procure a training consultant			(8) Staff remuneration	$1,000		**$1,000**
Training needs assessment and barrier identification survey for staff and council (training consultant)			(7) Services	$3,300		**$3,300**
Create a training plan (training consultant)			(7) Services	$8,300		**$8,300**
Create or assemble training materials (training consultant)			(7) Services	$21,600		**$21,600**
Graphic design, videography, online tools to facilitate the training			(7) Services	$8,300		**$8,300**
Manager time to assist Council and Staff to do the training			(8) Staff remuneration	$1,500		**$1,500**
Training by subject matter experts to address gaps (e.g. PIEVC, Two-Eyed Seeing, Natural Asset Management)			(7) Services	$20,000		**$20,000**
Staff time to manage training consultant			(8) Staff remuneration	$3,200		**$3,200**
Subtotal				**$67,200**		**$67,200**
Activity 2	**2025-10-01**	**2027-10-01**				
Activity description: Partnership Development						
Action Validation and Implementation workshops			(8) Staff remuneration	$1,000		**$1,000**

Indigenous honorariums for Action Validation and Implementation Workshops			(6) Meetings and public gatherings	$1,200		**$1,200**
Solicit expressions of interest for collaborations with community and public sector organizations			(8) Staff remuneration	$2,800		**$2,800**
Collaborative project planning and working agreements for prioritized community actions.			(8) Staff remuneration	$8,400		**$8,400**
Preparing joint funding applications (timing depends on partners and funding opportunities)			(8) Staff remuneration	$3,600		**$3,600**
Honorariums to facilitate participation for collaborative process of indigenous and equity deserving groups			(6) Meetings and public gatherings	$2,400		**$2,400**
Travel for staff to attend collaborative meetings			(11) Travel and accommodation	$800		**$800**
Subtotal				**$20,200**		**$20,200**
Activity 3	**2025-10-01**	**2027-10-01**				
Activity description: Securing Resources						
"Cost of Doing Nothing" report from ICLEI Canada			(7) Services	$5,000		**$5,000**
RFP to procure a grant writer			(8) Staff remuneration	$1,000		**$1,000**
Scan of funding available to municipalities and potential partners to support climate adaptation work (grant writer)			(7) Services	$1,600		**$1,600**
Writing grants (e.g. FCM's Adaptation in Action, Intact's Municipal Climate Resiliency Grant, Nature-Smart Climate Solutions)			(7) Services	$18,000		**$18,000**
Securing internal matching funds and making the business case to fund adaptation in the 2026 budget			(8) Staff remuneration	$1,800		**$1,800**
Staff time to manage the grant writer			(8) Staff remuneration	$5,100		**$5,100**
Create a viable financial plan to fund adaptation in 2027 and beyond (implementation planner)			(7) Services	$6,000		**$6,000**
Subtotal				**$38,500**		**$38,500**
Activity 4	**2025-10-01**	**2027-10-01**				
Activity description: Implementation Workplan						
RFP to procure an implementation planner			(8) Staff remuneration	$1,000		**$1,000**

Identify synergies between adaptation work and current corporate goals, priorities and plans (implementation planner)			(7) Services	$4,500		**$4,500**
Identify corporate plans, systems and processes that need to change in light of the adaptation plan.			(7) Services	$4,500		**$4,500**
Prioritize corporate actions, assign tasks and budget, workplan with timelines			(7) Services	$21,000		**$21,000**
Work with community partners to assign lead organization(s), create workplans and investigate paths to resources for prioritized community actions.			(7) Services	$22,500		**$22,500**
Staff time to manage the implementation planner			(8) Staff remuneration	$7,700		**$7,700**
Develop monitoring and evaluation plan to collect data and measure progress			(7) Services	$6,000		**$6,000**
Subtotal				**$67,200**		**$67,200**
				Eligible Cost ($)	**Ineligible Cost ($)**	**Total Cost ($)**
Total – All Activities				**$193,100**	**$0**	**$193,100**

Total Eligible Costs	**$193,100**

Contingency costs:

Other notes:
The 2025 budget is currently being finalized by Council. The funding for this project is secure, but the make-up of staff and consultant support on various project tasks will need to determine following budget approval.

FCM will only reimburse costs incurred after December 9, 2024, except for costs incurred to write the application, which are eligible for reimbursement if incurred after September 10, 2024.

4. PROJECT SOURCES OF FUNDING

The funding for the Project is planned as:

Funding Source	Description	Confirmed? (Y/N)	Date Committed YYYY-MM-DD	Amount	Percent of Total Budget
Green Municipal Fund	Grant	Y	2025-03-31	$105,000	54%
Grey County (20% of Climate Change Manager)	Staff remuneration	Y	2024-11-13	$38,100	20%
Grey County (Climate Adaptation Plan)	Cash	Y	2024-12-15	$50,000	26%
Total funding:				**$193,100**	**100%**

Total budget costs:	**$193,100**
Total budget eligible costs:	**$193,100**

5. GRANT AMOUNT

The Grant Amount, described in Article 2 of Schedule A, shall be equal to the lower of:

(i) the sum of one hundred and five thousand dollars ($105,000); or
(ii) eighty percent (80%) of Eligible Costs.

6. GRANT DISBURSEMENTS

The obligation of FCM to disburse the Grant to the Recipient, is subject to the Recipient fulfilling the applicable conditions of Contribution set forth below, to the satisfaction of FCM, in its sole and absolute discretion.

Payment and reporting table: The forecasted Contribution(s) amounts ($), reporting requirements and reporting dates as agreed upon by the Parties prior to Agreement signature.

Contribution(s) and Deliverable(s)	Approximate Date of Submission	Approximate Date of Contribution	The Contribution shall be equal to the lesser of:
Progress Report • Project Progress Update • Updated Project Workbook Additional conditions: None	At FCM's Request	n/a	n/a
Final Contribution • Schedule D – Request for Contribution • All final deliverables as noted in Schedule C, Section 2 (Scope of Work)	November 1, 2027	November 30, 2027	• $105,000 less the amount of previous Contribution; or • 80% of Eligible Costs then

• Project Completion Report
• Completed Climate-Ready Communities Assessment Tool
• Updated Project Workbook
  ◦ Sources of Funding
  ◦ Expense Claim
 	
Additional conditions: None
			incurred by the Recipient less the amount of previous Contribution

7. JURISDICTION

The jurisdiction applicable to Section 9 of Schedule A of the Agreement is the Province of Ontario.

8. CRA BUSINESS NUMBER

The Recipient's CRA Business number is 106979388.

9. NOTICES

To the Recipient:	To FCM:
The Corporation of the County of Grey 595 9th Avenue East Owen Sound, Ontario N4K 3E3 Attention: Linda Scott Swanston Manager, Climate Change Initiatives • telephone: 519-372-1978 • by electronic mail: Linda.ScottSwanston@grey.ca Alternate Contact: Attention: Randy Scherzer Chief Administrative Officer • telephone: 1-800-567-4739. • by electronic mail: Randy.Scherzer@grey.ca	Federation of Canadian Municipalities 24 Clarence Street Ottawa, Ontario K1N 5P3 Attention: Green Municipal Fund • by electronic mail: gmfinfo@fcm.ca

FEDERATION OF CANADIAN MUNICIPALITIES FÉDÉRATION CANADIENNE DES MUNICIPALITÉS

SCHEDULE D – REQUEST FOR CONTRIBUTION TEMPLATE

[LETTERHEAD OF THE RECIPIENT]

[Address]
[Date]

Federation of Canadian Municipalities
24 Clarence Street
Ottawa, Ontario
K1N 5P3

Attention: Project Officer for GMF

The Recipient is requesting the following Contribution:

❒ Final

I am an authorized official of the Recipient and understand that all the information below must be submitted and accepted by FCM, in order to receive the Contribution. I hereby certify, in satisfaction of the terms and conditions of the Agreement, that (**<u>all items must be checked</u>**):

☐ The Conditions of Contribution set forth in Schedule C have been met by the Recipient.

☐ The Project conforms to the description set forth in Schedule C of the Agreement.

☐ The Recipient has obtained or has made other arrangements satisfactory to FCM for obtaining, all approvals, consents, authorizations and licences that are required under the laws of Canada and of the relevant Province or Territory, in order for the Recipient to enter into and comply with the Agreement and to undertake and complete the Project.

☐ No act or event does or may materially and adversely affect the Project or the ability of the Recipient to perform its obligations under the Agreement and the Project or any of its other obligations that are material to the Recipient has occurred.

☐ The representations and warranties confirmed or made in the Agreement with respect to the Recipient will be true on and as of the date that FCM makes the Contribution, with the same effect as though such representations and warranties have been made on and as of the date that FCM makes the Contribution.

☐ All the covenants, conditions and other obligations set forth in the Agreement, including its schedules, and the Project Workbook, to be performed or satisfied by the Recipient before the date that FCM makes the Contribution have been performed or satisfied, to FCM's satisfaction.

☐ All capitalized terms have the meaning attributed to them in the Agreement.

☐ If any confirmation, information or documentation provided to FCM is not true and correct, the Recipient will immediately notify FCM prior to the making of the Contribution.

☐ All expenses claimed:

- have been submitted through the Expense Claim template, in the Project Workbook;
- have been incurred and paid, or are to be paid, by the Recipient;
- at the final disbursement request, are supported by a written statement confirming the final sources of funding and contribution amounts;

- were integral and essential components of the Project and required to help achieve the environmental objectives of the Project;
- were reasonably incurred in accordance with applicable industry standards; and
- are Eligible Costs as per Schedule B, that were incurred after the date set forth in Schedule C.

☐ I acknowledge and agree that the Recipient's records and accounts in relation to the Project, might be audited.

☐ I am attaching a completed copy of FCM's Electronic Funds Transfer form to identify the bank account where FCM should deposit the Contribution.

____

Name and title of authorized officer of Recipient

____ ________________________

Signature Date

FCM FEDERATION OF CANADIAN MUNICIPALITIES FÉDÉRATION CANADIENNE DES MUNICIPALITÉS

SCHEDULE E – REPORTING REQUIREMENTS

Recipients are required to submit the following reports and documents per the project category and GMF's disbursement guidelines:

Application category: Required reporting documents
Climate-Ready Plans & Processes
• **Progress Update:** An email update on the status of the project. Template will be provided. • **Completion Report:** Summarizes the Project's implementation, outcomes, and alignment with contract objectives, highlighting any major deviations. It will be required to report on collaboration and inclusive engagement activities as part of the Completion Report. Typically, 5–10 pages, with length varying by project complexity. Template will be provided. • **Plans & Studies:** Must be submitted as a final, dated PDF with searchable text. Drafts or documents marked for internal use will not be accepted.

Timing: Recipients will need to email a report to your GMF project officer (the contact information is in Schedule C), on the dates indicated in Schedule C or whenever FCM asks for such a report.

Copyright: If you're hiring a consultant to prepare the report, please make sure to get the copyright (see FCM's copyright tips document), or else FCM will not be able to disburse the Grant Amount.

Accessibility for people with disabilities: Please do not change the format, font, layout, etc. of the report from the template that will be provided. The template has been designed following FCM's Accessibility Guidelines to be accessible to people with disabilities.

Confidentiality: If your report contains any Confidential Information that you would prefer not be made available to the public (e.g. through a case study or other materials produced by FCM that relate to your Project), please submit two versions of the report:

1. **Complete report including Confidential Information:** Please clearly label this report with the word "**Confidential**" or similar wording and FCM will treat it as confidential.

2. **Abridged report excluding Confidential Information:** This report may be posted on the FCM website and otherwise made available to interested third parties, to help FCM meet its knowledge sharing objectives.

Purpose: Your Completion Report~~s~~ have two main purposes:

1. **Project tracking:** This report enables FCM to confirm that your Project is proceeding as planned, or to be informed of any unforeseen delays or changes.

2. **Knowledge sharing:** FCM shares the lessons and expertise gained through GMF-funded initiatives with other communities across Canada. The findings and lessons learned documented in your Completion Report could be valuable for other municipal governments that are seeking to address sustainability issues in their own communities. FCM may wish to supplement this information through an Interview with the Project lead.

SCHEDULE F: FUNDING RECOGNITION SPECIFICATIONS

During the Term of the funding agreement, the Recipient must recognize FCM and Federal Government assistance, in content, form and manner acceptable to FCM, across all digital platforms, and wherever other funders are recognized. The acknowledgement must include the FCM's logo combined with the text below. The logo should be at least fifteen centimetres wide. The text must be at least 40-point font.

This project was carried out with assistance from the Federation of Canadian Municipalities and the Government of Canada.	*and/ or*	*Ce projet a été réalisé grâce au soutien financier du gouvernement du Canada à la Fédération canadienne des municipalités.*

High-resolution logos will be supplied by FCM staff. The logo must never be reproduced less than four centimetres wide.

Colour signage is not required, but where colour is used, the official FCM corporate colours must be applied.

FCM supports many types of initiatives. These guidelines may not anticipate all potential forms of recognition. To discuss specific applications of these guidelines, please contact GMF at 613-907-6208 or at gmf@fcm.ca.

GREEN MUNICIPAL FUND FONDS MUNICIPAL VERT

A program of / Un programme de la FCM

Funded by/ Financé par Canada

Corporation of the County of Grey
By-Law 5259-25

A By-law to Authorize the Warden and Clerk to Execute an Agreement between the Lutheran Social Services and Lutheran Outreach Ministries and the Corporation of The County of Grey for provision of funds through the Canada Ontario Community Housing Initiative (COCHI)

WHEREAS the Council of the County of Grey adopted the recommendation of the Committee of the Whole from its August 14, 2025, meeting authorizing the Warden and the Clerk to sign an agreement between the County of Grey and Lutheran Social Services for provision of funding;

AND WHEREAS the County of Grey deems it necessary to execute the contribution agreements with the Lutheran Social Services (Owen Sound) and Lutheran Outreach Ministries, Owen Sound, for the creation of affordable housing at St. Clare's Place;

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

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

1. The Warden and Clerk are hereby authorized and directed to execute, and the Clerk to affix the Corporate seal thereto, the Agreement with the Lutheran Social Services and Lutheran Outreach Ministries for provision of funds under the Canada Ontario Community Housing Initiative (COCHI), attached hereto as Schedule 'A'.

2. The Warden and Clerk are hereby authorized and directed to execute all documents as may be necessary to carry out the transaction, including those necessary to create the security contemplated in the Contribution Agreement.

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

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

ENACTED AND PASSED this 27th day of November, 2025.

WARDEN: Andrea Matrosovs

CLERK: Tara Warder

Schedule A to By-Law 5259-25

CONTRIBUTION AGREEMENT

Canada Ontario Community Housing Initiative Funding

This Agreement made the day of *2025*

BETWEEN:

THE CORPORATION OF THE COUNTY OF GREY

(hereinafter called the “County”)

- and -

LUTHERAN SOCIAL SERVICES (OWEN SOUND)

(hereinafter called the “LSS”)

- and -

LUTHERAN OUTREACH MINISTRIES, OWEN SOUND

(hereinafter called the “LOM”)

(LSS and LOM collectively referred to as the “Proponent”)

WHEREAS:

A. Canada Mortgage and Housing Corporation (“CMHC”) and Her Majesty the Queen in right of Ontario as represented by the Minister of Municipal Affairs and Housing (“MMAH”) entered into a bi-lateral agreement regarding the National Housing Strategy on April 30, 2018. The agreement aligns federal funds to be used with the Ontario Housing Renewal Strategy.

B. The National Housing Strategy provides funding for nine years (2019-2020 to 2027-2028).

C. The National Housing Strategy provides funding to the Service Manager, being the County, through the Canada Ontario Community Housing Initiative (COCHI) and the Ontario Priorities Housing Initiative (OPHI).

D. The County and the Proponent have entered into this Agreement for the purpose of establishing the County’s obligation to provide funding to the Proponent for its Project, and the Proponent’s obligations with respect to use of such funds under the 2024-2025 Canada Ontario Community Housing Initiative (COCHI).

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

1.0 Definitions

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

- “Affordability Period” means the period during which the average rent in a Project is required to be maintained at an affordable level, as determined in accordance with the Program Guidelines or as otherwise established by the County;
- “Affordable Housing” means Housing which is modest in terms of floor area and amenities, based on household needs and community norms, in Projects that achieve rent levels in accordance with the Program Guidelines, but does not include residential premises used as a nursing home, retirement home, shelter, crisis care facility or any other type of similar facility as determined by the County;
- “Average Market Rents” means the average rent figures, based on geographical areas and classified by bedroom count, as determined annually in the CMHC Average Market Rent Survey or as determined by the County, based on available data, in areas where there is no information from the CMHC Average Market Rent Survey;
- “Business Day” means each Monday, Tuesday, Wednesday, Thursday and Friday except when any such day occurs on a statutory holiday observed in Ontario;
- “Contribution by Others Agreement” means an agreement entered into by the County (other than this Agreement) or another party contributing to the Project, and the Proponent;
- “Contribution by Others” means cash or in-kind eligible contributions from municipalities, in accordance with the Program and may include a contribution from the County pursuant to another funding program documented by a Contribution Agreement other than this Agreement. It does not include contributions from any other Government of Canada sources, including, but not limited to the CMHC - Ontario Social Housing Agreement dated November 15, 1999, nor contributions which receive credit under any agreement with CMHC outside this Agreement nor equity contributions to the Project made by the Proponent to the extent required in the Procurement Process;
- “Development Activities” means those activities which are normally undertaken for the development, construction, repair, renovation, rehabilitation or conversion of buildings for residential purposes and include the acquisition of property and activities for which Project

Development Funding may be provided;

- "Federal Funds" means funding from CMHC for a Unit, as set out in the Program Guidelines;
- "Force Majeure" means a delay arising from strike, lockout, riot, insurrection, terrorism, war, fire, tempest, act of God, lack of material or supply of service at a reasonable cost, inclement weather, binding orders or regulations of governmental bodies, courts or arbitrators or any other event beyond the control of the Parties which causes a delay in the fulfillment of a Party's obligations under this Agreement notwithstanding the reasonable efforts of such Party and provided that any such non-availability or delay does not relate to any act or omission by such Party or any of its authorized agents or employees;
- "Funding Schedule" means the schedule of funding setting out progress payments for the type of Project to be undertaken by a Proponent, in the form determined by the County;
- "Funds" means Federal Funds or Provincial Funds, as set out in the Program Guidelines;
- "Housing" means residential accommodation and facilities, common areas and services used directly with the residential accommodation. Housing does not include commercial or institutional premises, social or recreational services, and services or facilities related to mental or physical health care, education, corrections, food services, social support or public recreation;
- "Interest Adjustment Date" means the date on which the Proponent makes the first payment of principal and interest in respect of the Proponent's permanent financing obligations for the Project, following the completion of construction;
- "Large Project" means a Project with thirteen (13) or more Units;
- "Loan" means the total amount of Federal Funds and Provincial Funds, if applicable, advanced by the County to the Proponent, in accordance with the Funding Schedule;
- "Occupancy Date" means the date on which occupancy of all Units in a Project is permitted;
- "Ontario Mortgage and Housing Initiative" means the government program that provides Proponents with access to lower-cost, longer-term financing for affordable rental housing for both construction financing and long-term

mortgages;

- “Parties” means the County and the Proponent and “Party” means either of them, as the context may require;
- “Permitted Encumbrances” means the encumbrances encumbering the Affordable Housing Units listed in Schedule “G”;
- “Phase-out Period” means the last five (5) year period of the Affordability Period;
- “PIPEDA” means the Personal Information Protection and Electronic Documents Act, S.C. 2000, c. 5, including any amendments thereto;
- “PIPEDA Protected Information” means any “Personal Information” or “Personal Health Information”, as defined under PIPEDA;
- "PPSA" means the Personal Property Security Act, R.S.O. 1990, c. P. 10, including any amendments thereto;
- “Procurement Process” means the request for proposals or procurement process used by the County;
- “Program” means the New Build Component of the Canada-Ontario Community Housing Initiative, as set out in the Program Guidelines;
- “Program Guidelines” means the Program Guidelines in respect of the New Build Component of the Canada-Ontario Community Housing Initiative and attached to this Agreement as Schedule “A”;
- “Project” means Affordable Housing proposed or approved for the Program subject of this Agreement, as the context may require;
- “Project Development Funding” means that part of the CMHC funds in an amount of up to One Hundred Fifty Thousand Dollars ($150,000.00) which is available to private non-profit Proponents to pay for planning and engineering studies, architectural drawings and legal expenses;
- “Proponent” means a person identified as such on the first page of this Agreement;
- “Proposal” means the proposal made by the Proponent for the Project;
- “Provincial Funds” means funding from Ontario for a Unit, as set out in the Program Guidelines;
- “Rental Housing Component” means the Affordable Housing Program described in the Rental Housing Component Program Guidelines;
- “Security Documents” means the security documents for the Project in the

form of, or described in Schedules E-1, E-2, E-3 and F;

- “Service Manager” means the County;
- “Small Project” means a Project with twelve (12) or fewer Units;
- “Substantial Completion” means the substantial performance, within the meaning of the Construction Lien Act, of all contracts which the Proponent has entered into for Development Activities in connection with the Project;
- “Targeting Plan” means the manner in which a Service Manager or a Proponent plans to meet the objectives of the Program to create Affordable Housing for households that are on or are eligible to be on the waiting lists for social housing;
- “Unit” means a self-contained residential dwelling, including, without limiting the generality of the foregoing, (i) supportive rental Housing where service funding is secured from sources other than Federal Funds and Provincial Funds provided under the Program; (ii) multi-bedroom units which are used for congregate living; and (iii) disabled/accessible units.

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

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

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

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

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

2.0 Funding for Affordable Housing

2.1 [*This clause was intentionally deleted*].

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

2.3 The Loan, upon the terms and subject to the conditions set out in this Agreement, shall be in the amount of Six Hundred Thousand dollars ($600,000.00) for three (3) affordable one-bedroom units

2.4 The County shall disburse the amount of the Loan in accordance with the Funding Schedule attached as Schedule “B". Notwithstanding Schedule "B", the County shall at all times hold back the amount of funds required to comply with the Construction Lien Act.

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

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

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

3.0 Provision of Affordable Housing

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

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

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

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

4.0 Operation of Affordable Housing

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

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

5.0 Conditions

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

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

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

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

(d) the Proponent's title to the Project being unencumbered other than the Permitted Encumbrances;

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

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

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

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

6.0 Terms of the Funding

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

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

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

6.4 With effect from the Interest Adjustment Date, the interest rate applicable to the

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

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

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

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

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

7.0 Security

7.1 Prior to the County disbursing the Loan proceeds to the Proponent pursuant to section 2.3, the Proponent shall provide the County with executed registerable security documents in the form attached hereto as Schedules "E-1", "E-2" and "E-3" (the "Security"), completed in accordance with this Agreement or at the County's option, such alternate form of security, on such terms and conditions as the County may require, attached hereto as Schedule "F".

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

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

County.

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

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

8.0 Accountability Framework

8.1 (a) In the event:

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

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

(iii) the building permit for the Project is not issued on or before April 15, 2026 or such longer period of time as the County may determine;

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

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

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

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

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

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

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

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

9.0 Publicity

9.1 The Proponent acknowledges that it has been informed by the County that under the terms of the 2018 Canada Ontario Community Housing Initiative Fund. under the Investment in Affordable Housing Program and the Supplementary Agreement all publicity, including written materials and signs, respecting the Project must recognize the contributions of CMHC, the Province and the County. The Proponent further acknowledges that it has been informed by the County that the 2018 Canada Ontario Community Housing Initiative Fund. under the Investment in Affordable Housing Program and the Supplementary Agreement requires the County to co-ordinate with the Province and CMHC and or obtain CMHC’s approval with respect to communications, signage and advertising matters. The Proponent agrees that it shall not do or omit to do any act which will cause the County to be in breach of the terms of the 2018 Canada Ontario Community Housing Initiative Fund. under the Investment in Affordable Housing Program and the Supplementary Agreement.

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

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

9.4 The Proponent acknowledges that any breach by it of sections 9.2 or 9.3 of this Agreement shall cause the County to be in breach of its obligations as a Service Manager responsible for administration of the funding program as outlined in the 2018 Canada Ontario Community Housing Initiative.

10.0 Remedies

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

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

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

11.0 Notice

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

(a) delivered personally;

(b) sent by prepaid courier service; or

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

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

The Corporation of The County of Grey

595 9th Ave E

Owen Sound, ON N4K 3E3

Fax Number: 519-376-8998

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

Lutheran Social Services (Owen Sound) and

Lutheran Outreach Ministries, Owen Sound

368 10th Street East

Owen Sound, ON N4K 1S6

Email: sylvia@lutheransocialservicesos@gmail.com

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

12.0 General

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

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

12.3 The Proponent represents and warrants that:

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

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

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

12.4 The disbursement of Funds by the County to the Proponent pursuant to sections 2.3 to 2.4, inclusive, is subject to the necessary appropriations from the Federal Parliament and the Provincial Legislature. Neither the County, the Province nor CMHC shall have any liability in the event the respective appropriations are insufficient to meet the funding obligations of the County.

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

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

12.7 No member of:

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

(b) the Legislative Assembly of Ontario; or

(c) the Municipal Council constituting the County or the Municipal Council of any local municipality of the County or the governing body of any Municipal Agency, Board or Commission, of any such municipalities;

shall be admitted to any share or part of any contract, agreement or commission made pursuant to this Agreement or to any benefit arising therefrom, including, without limitation, any contract, agreement or commission arising from or related to the Program.

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

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

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

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

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

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

12.14

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

(b) Notwithstanding subsection 12.14(a) the Proponent shall not assign its interest in this Agreement without the prior written consent of the County, which consent shall not be arbitrarily or unreasonably withheld.

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

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

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

12.17 This Agreement shall ensure to the benefit of and be binding upon the Parties hereto and their respective successors and assigns, provided that this paragraph shall in no way limit the provisions of section 12.14 restricting the Proponent's ability to assign this Agreement.

IN WITNESS WHEREOF this agreement has been executed by the Parties.

The Corporation of the County of Grey

Per: ______________________________

Warden, Andrea Matrosovs

c/s

Per: ______________________________

Clerk, Tara Warder

Lutheran Social Services (Owen Sound)

Per: ______________________________

Name: Sylvia Statham

Title: Executive Director

c/s

Per: ______________________________

Name:

Title:

Lutheran Outreach Ministries, Owen Sound

Per: ______________________________

Name: Sylvia Statham
Title: Executive Director

c/s

Per: ___________________________________
Name:
Title:

SCHEDULE “A”

PROGRAM GUIDELINES

- The Service Managers’ Program Guidelines for the Canada-Ontario Community Housing Initiative (COCHI) & Ontario Priorities Housing Initiative (OPHI) – Effective April 1, 2025

SCHEDULE "B"

FUNDING SCHEDULE

50% at signing of Contribution Agreement, registered Security 1st available Building Permit, Construction Start	$300,000
40% at completion of Structural Framing or 50% completion	$240,000
10% at proof of occupancy	$ 60,000

SCHEDULE “C”

CONTRIBUTION BY OTHERS AGREEMENTS

CONTRIBUTION AGREEMENT

Canada Ontario Community Housing Initiative Funding

See Contribution Agreement between the Corporation of the County of Grey and Lutheran Social Services (Owen Sound) and Lutheran Outreach Ministries, Owen Sound - Affordable Housing Fund 2025: $1,000,000

SCHEDULE “D”

RENTAL PROTOCOL

1.0 Definitions

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

- “Affordability Period” means the “twenty (20) year period” following the date of the first occupancy of a Unit in the Project;
- “Agreement” means the Agreement to which this Schedule “D” is attached;
- "Average Market Rents" means the average rent figures, based on geographical areas and classified by bedroom count as determined annually In the CMHC Average Market Rent Survey;
- “Phase-out Period” means the last five (5) year period of the Affordability Period”

and

when used in this Schedule “D”, the term “rent” includes the amount of any consideration paid or given or required to be paid or given by or on behalf of a tenant to the Proponent or the Proponent’s agent for the right to occupy a Unit and for any services and facilities and any privilege, accommodation or thing that the Proponent provides for the tenant in respect of the occupancy of the Unit, whether or not a separate charge is made for services and facilities or for the privilege, accommodation or thing.

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

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

2.0 Affordable Rent

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

3.0 Rents

3.1 The weighted average rent of all Units in a Project for which Program Funds have been utilized shall not exceed eighty per cent (80%) of CMHC Average

Market Rents in the geographical area, as determined in the most recent CMHC Annual Rental Market Survey.

3.2 The maximum rent for any Unit shall not exceed one hundred per cent (100%) of the CMHC Average Market Rent for units of a similar type in the geographical area.

3.3 Notwithstanding 3.1,

a) in the event that eighty per cent (80%) of the CMHC Average Market Rent for units of a similar type in the geographical area is less than one hundred and five per cent (105%) of the modified shelter allowance under the Ontario Works program, the weighted average rent of all Units in a Project for which Program Funding has been utilized shall not exceed one hundred and five per cent (105%) of the modified shelter allowance under the Ontario Works program for units of a similar type;

b) in the event that CMHC Average Market Rent data is not available for specific unit types in the geographical area, or where CMHC Average Market Rent may impact Project viability, Service Managers may request alternate average market rent values by submitting a business case to the Minister as set out in the Program Guidelines.

3.4 Notwithstanding 3.2,

a) in the event that one hundred per cent (100%) of the CMHC Average Market Rent for units of a similar type in the geographical area is less than one hundred and thirty per cent (130%) of the modified shelter allowance under the Ontario Works program, the rents of all Units in a Project for which Program Funding has been utilized shall not exceed one hundred and thirty per cent (130%) of the modified shelter allowance under the Ontario Works program for units of a similar type;

b) in the event that CMHC Average Market Rent data is not available for specific unit types in the geographical area, or where CMHC Average Market Rent may impact Project viability, Service Managers may request alternate average market rent values by submitting a business case to the Minister as set out in the Program Guidelines.

3.5 If rent supplements are used for COCHI funded New Build Units, the Service Manager shall ensure that the total rent received by a Proponent, including rent from the tenant and the rent supplement, shall be subject to 3.2 and 3.4.

3.6 If federal and/or provincially funded rent supplements are used for COCHI funded New Build Units, the Service Manager shall ensure that when calculating the weighted average rent for a Project, the total rent received by a Proponent, including rent from the tenants and the federal and/or provincially funded rent supplement shall be considered

4.0 Rent Increases

4.1 The Proponent may increase the rent charged under section 3.1 and 3.2 with respect to a Unit only if at least twelve (12) months have elapsed,

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

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

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

4.3 From the beginning of the eleventh (11) year of the Affordability Period until the end of the Affordability Period, in addition to the increase permitted by section 4.2, the Proponent may, subject to any requirements of the Residential Tenancies Act, 2006 or any successor legislation, apply to the County to increase Unit rents to an amount not to exceed CMHC Average Market Rent for units of a similar type in the geographical area or alternate rents approved by the Minister.

5.0 Phase-Out Period

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

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

6.0 Exception

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

7.0 After Phase-Out Period

7.1 After the end of the Phase-out Period, the Proponent shall be permitted to rent Units in the Project to new tenants at rents agreed to by the Proponent and the new tenants.

SCHEDULES "E-1", "E-2", "E-3" SECURITY DOCUMENTS

[Relevant Documents to be Attached]

Schedule E-1 - Charge/Mortgage of Land - register in land titles/land registry system

Schedule E-2 - Assignment of Rents - register in land titles/land registry system and PPSA

Schedule E-3 - Security Agreement (chattels) - register in PPSA

SCHEDULE “F”

ALTERNATE SECURITY

[Relevant Documents to be Attached]

Schedule “F” is not registerable and is used to replace Schedules “E-1", “E-2" and “E-3".

SCHEDULE “G”

PERMITTED ENCUMBRANCES

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

1. All mortgages and security collateral thereto totaling principal amounts which do not exceed the total costs of the Development Activities incurred in connection with the Project.
2. Such easements and restrictive covenants as do not prevent the Project from being constructed or used as Affordable Housing.
3. Municipal agreements relating to the Development Activities in connection with the Project.

SCHEDULE "H"

Canada Ontario Community Housing Initiative

Initial Occupancy Report

Occupancy Date: ____________________________

A. Project Information

Contribution Agreement Number	Lutheran Social Services (Owen Sound) and Lutheran Outreach Ministries, Owen Sound St. Clare Place 2025
Contribution Agreement Expiry Date	20 Years from Occupancy Date

Project Name	St. Clare Place
Property Address	1043 and 1057 3rd Avenue East, Owen Sound ON N4K 2L1

B. Number of Units in Project

Unit Type	COCHI Funded Rental Units (#)	COCHI Funded Supportive Units (#)	Units Not Receiving COCHI Funding (#)	Total Number of Units (#)
Bachelor				
One Bedroom	3		32	35
Two Bedroom			5	5
Three Bedroom				
Four Bedroom				
Other				
Total Number of Units	3		37	40

C. Depth of Affordability: Rents at Occupancy (COCHI Funded Units)

Establishes "permitted rents" which are used in Schedule "I"

Unit Type	Average Unit Rent (COCHI Funded Units) (A)	CMHC Average Market Rent ($) (B)	Percentage of CMHC Average Market Rent (A÷B) • 100
Bachelor			
One Bedroom			80%
Two Bedroom			
Three Bedroom			
Four Bedroom			
Other			

Depth of Affordability: Percentage of CMHC Average Market Rent Achieved for Overall Project	80% (Note: This figure cannot be greater than 80% of CMHC Average Market Rent, without the approval of the County)

D. Project Certification

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

_______________________Date: ________________ Signed by:_____________________

[please print name]

I am *[please check on the appropriate line below]*

___ the Owner of the Project

___ the Chairperson of the Board of Directors of the Project

SCHEDULE "I"

Canada Ontario Community Housing Initiative

Annual Occupancy Report

A. Project Information

Contribution Agreement Number	St. Clare Place 2025
Contribution Agreement Expiry Date	20 Years from Occupancy Date

Project Name	St. Clare Place
Property Address	1043 and 1057 3rd Avenue East, Owen Sound

B. Average Rents at Year End

Unit Type	Total Number of Units (#)	COCHI Funded Rental Units (#)	COCHI Funded Supportive Units (#)	Previous Year: Permitted Rent [*insert last reporting year*] ($) (A)	Current Year: RTA Permitted Increase ($) (B)	Current Year: Permitted Rent per Unit per Month ($) (C) (A+B = C)	Current Year: Average Rent per Unit per Month ($) (D)	Rationale (if D>C)
Bachelor								
One Bedro								
Two Bedro								

Three Bedro								
Four Bedro								
Other								
Total								

C. Affordability

Year	Average Rent in Relation to AMR	Variance Between Current and Last Year's Average Rent	RTA Permitted Increase	Rationale for Amount Above RTA Increase
First Year Occupied	#80%*			
Annually Thereafter				

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

D. Project Certification

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

______________________Date: _______________ Signed by:____________________

[please print name]

I am *[please check on the appropriate line below]*

___ the Owner of the Project

___ the Chairperson of the Board of Directors of the Project

E. Auditor’s Confirmation

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

____________________________ Date: ____________________

Confirmed by *[please print name]*

Name, Address and Telephone Number of Firm:

[insert relevant information]

SCHEDULE "J"

Annual Targeting Report

For year ending December 31, _______

Name of Owner	**RENTAL** Number of Units				**SOCIAL HOUSING** Number of Units				**AVERAGE RENT OF UNITS PER MONTH**
	New	Conversion	Rehabilitation	Major Addition	New	Conversion	Rehabilitation	Major Addition	

CLIENTELE Number of Units					
Family	**Single**	**Senior**	**Supportive Victims of Domestic Violence**	**Supportive Mental Health**	**Other Target Group (Name)**

SCHEDULE "K"

PROTOCOL FOR NON-COMPLIANCE

New Build Component of the Canada-Ontario Community Housing Initiative

Direct Delivery

1.0 Background

1.1 This Schedule addresses the obligations to indemnify and obligations of Canada Ontario Community Housing Initiative participants to recover Funds from affordable housing projects which may encounter difficulties within the relationships described below:

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

(b) Service Manager - County; and

(d) Proponent – Lutheran Social Services (Owen Sound) and Lutheran Outreach Ministries, Owen Sound.

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

1.3 While this Schedule pertains to the COCHI program the same set of underlying principles and requirements could accommodate other program components with minor adjustments.

2.0 Consultation

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

3.0 Best Efforts

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

4.0 Advance Notice

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

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

5. 0 Indemnity

5.1 <u>County - CMHC</u>

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

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

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

(d) The COCHI "capital" Funds and the circumstances dealing with the recovery of these Funds are dealt with in subsequent sections of this Schedule.

5.2 <u>County - Province</u>

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

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

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

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

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

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

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

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

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

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

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

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

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

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

5.3 Proponent - Province

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

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

5.4 Proponent - County

(a) The Proponent shall indemnify, defend, and hold harmless the County for all Federal Funds and Provincial Funds paid in the event of a claim against the County or CMHC.

(b) The Proponent shall indemnify, defend, and hold harmless the County from and against all claims, actions, liabilities, losses, costs, damages arising out of or connected with the implementation of this Agreement.

(b) Indemnification of CMHC will be required during the construction and occupancy period of a project. Indemnification of the County will be required throughout the term of this Agreement including but not limited to the Affordability Period and shall survive the termination or expiry of this Agreement.

6.0 Recovery of Funds

6.1 Under COCHI, a number of circumstances could arise which could make a project “noncompliant”. Examples include:

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

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

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

6.2 Province - CMHC

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

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

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

(d) A sliding scale for CMHC forgiveness is set at 5% per year over 20 years. Under certain circumstances, the County will share this forgiveness with Service Managers and Proponents; otherwise the County will collect these Funds for recycling in other projects.

(e) Federal Funds could either be repaid by the Service Manager to the County and recycled in new commitments before March 31, 2019 or refunded directly to CMHC after this date.

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

6.3 <u>County - Province</u>

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

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

6.4 <u>Proponent - County</u>

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

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

6.5 Proponent - Lutheran Social Services (Owen Sound) and Lutheran Outreach Ministries, Owen Sound

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

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

CONTRIBUTION AGREEMENT

Canada Ontario Community Housing Initiative Funding

This Agreement made the day of *2025*

BETWEEN:

THE CORPORATION OF THE COUNTY OF GREY

(hereinafter called the "County")

- and -

LUTHERAN SOCIAL SERVICES (OWEN SOUND)

(hereinafter called the "LSS")

- and -

LUTHERAN OUTREACH MINISTRIES, OWEN SOUND

(hereinafter called the "LOM")

(LSS and LOM collectively referred to as the "Proponent")

WHEREAS:

A. Canada Mortgage and Housing Corporation ("CMHC") and Her Majesty the Queen in right of Ontario as represented by the Minister of Municipal Affairs and Housing ("MMAH") entered into a bi-lateral agreement regarding the National Housing Strategy on April 30, 2018. The agreement aligns federal funds to be used with the Ontario Housing Renewal Strategy.

B. The National Housing Strategy provides funding for nine years (2019-2020 to 2027-2028).

C. The National Housing Strategy provides funding to the Service Manager, being the County, through the Canada Ontario Community Housing Initiative (COCHI) and the Ontario Priorities Housing Initiative (OPHI).

D. The County and the Proponent have entered into this Agreement for the purpose of establishing the County's obligation to provide funding to the Proponent for its Project, and the Proponent's obligations with respect to use of such funds under the 2024-2025 Canada Ontario Community Housing Initiative (COCHI).

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

1.0 Definitions

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

- "Affordability Period" means the period during which the average rent in a Project is required to be maintained at an affordable level, as determined in accordance with the Program Guidelines or as otherwise established by the County;
- "Affordable Housing" means Housing which is modest in terms of floor area and amenities, based on household needs and community norms, in Projects that achieve rent levels in accordance with the Program Guidelines, but does not include residential premises used as a nursing home, retirement home, shelter, crisis care facility or any other type of similar facility as determined by the County;
- "Average Market Rents" means the average rent figures, based on geographical areas and classified by bedroom count, as determined annually in the CMHC Average Market Rent Survey or as determined by the County, based on available data, in areas where there is no information from the CMHC Average Market Rent Survey;
- "Business Day" means each Monday, Tuesday, Wednesday, Thursday and Friday except when any such day occurs on a statutory holiday observed in Ontario;
- "Contribution by Others Agreement" means an agreement entered into by the County (other than this Agreement) or another party contributing to the Project, and the Proponent;
- "Contribution by Others" means cash or in-kind eligible contributions from municipalities, in accordance with the Program and may include a contribution from the County pursuant to another funding program documented by a Contribution Agreement other than this Agreement. It does not include contributions from any other Government of Canada sources, including, but not limited to the CMHC - Ontario Social Housing Agreement dated November 15, 1999, nor contributions which receive credit under any agreement with CMHC outside this Agreement nor equity contributions to the Project made by the Proponent to the extent required in the Procurement Process;
- "Development Activities" means those activities which are normally undertaken for the development, construction, repair, renovation, rehabilitation or conversion of buildings for residential purposes and include the acquisition of property and activities for which Project

Development Funding may be provided;

- "Federal Funds" means funding from CMHC for a Unit, as set out in the Program Guidelines;
- "Force Majeure" means a delay arising from strike, lockout, riot, insurrection, terrorism, war, fire, tempest, act of God, lack of material or supply of service at a reasonable cost, inclement weather, binding orders or regulations of governmental bodies, courts or arbitrators or any other event beyond the control of the Parties which causes a delay in the fulfillment of a Party's obligations under this Agreement notwithstanding the reasonable efforts of such Party and provided that any such non-availability or delay does not relate to any act or omission by such Party or any of its authorized agents or employees;
- "Funding Schedule" means the schedule of funding setting out progress payments for the type of Project to be undertaken by a Proponent, in the form determined by the County;
- "Funds" means Federal Funds or Provincial Funds, as set out in the Program Guidelines;
- "Housing" means residential accommodation and facilities, common areas and services used directly with the residential accommodation. Housing does not include commercial or institutional premises, social or recreational services, and services or facilities related to mental or physical health care, education, corrections, food services, social support or public recreation;
- "Interest Adjustment Date" means the date on which the Proponent makes the first payment of principal and interest in respect of the Proponent's permanent financing obligations for the Project, following the completion of construction;
- "Large Project" means a Project with thirteen (13) or more Units;
- "Loan" means the total amount of Federal Funds and Provincial Funds, if applicable, advanced by the County to the Proponent, in accordance with the Funding Schedule;
- "Occupancy Date" means the date on which occupancy of all Units in a Project is permitted;
- "Ontario Mortgage and Housing Initiative" means the government program that provides Proponents with access to lower-cost, longer-term financing for affordable rental housing for both construction financing and long-term

mortgages;

- “Parties” means the County and the Proponent and “Party” means either of them, as the context may require;
- “Permitted Encumbrances” means the encumbrances encumbering the Affordable Housing Units listed in Schedule “G”;
- “Phase-out Period” means the last five (5) year period of the Affordability Period;
- “PIPEDA” means the Personal Information Protection and Electronic Documents Act, S.C. 2000, c. 5, including any amendments thereto;
- “PIPEDA Protected Information” means any “Personal Information” or “Personal Health Information”, as defined under PIPEDA;
- "PPSA" means the Personal Property Security Act, R.S.O. 1990, c. P. 10, including any amendments thereto;
- “Procurement Process” means the request for proposals or procurement process used by the County;
- “Program” means the New Build Component of the Canada-Ontario Community Housing Initiative, as set out in the Program Guidelines;
- “Program Guidelines” means the Program Guidelines in respect of the New Build Component of the Canada-Ontario Community Housing Initiative and attached to this Agreement as Schedule “A”;
- “Project” means Affordable Housing proposed or approved for the Program subject of this Agreement, as the context may require;
- “Project Development Funding” means that part of the CMHC funds in an amount of up to One Hundred Fifty Thousand Dollars ($150,000.00) which is available to private non-profit Proponents to pay for planning and engineering studies, architectural drawings and legal expenses;
- “Proponent” means a person identified as such on the first page of this Agreement;
- “Proposal” means the proposal made by the Proponent for the Project;
- “Provincial Funds” means funding from Ontario for a Unit, as set out in the Program Guidelines;
- “Rental Housing Component” means the Affordable Housing Program described in the Rental Housing Component Program Guidelines;
- “Security Documents” means the security documents for the Project in the

form of, or described in Schedules E-1, E-2, E-3 and F;

- “Service Manager” means the County;
- “Small Project” means a Project with twelve (12) or fewer Units;
- “Substantial Completion” means the substantial performance, within the meaning of the Construction Lien Act, of all contracts which the Proponent has entered into for Development Activities in connection with the Project;
- “Targeting Plan” means the manner in which a Service Manager or a Proponent plans to meet the objectives of the Program to create Affordable Housing for households that are on or are eligible to be on the waiting lists for social housing;
- “Unit” means a self-contained residential dwelling, including, without limiting the generality of the foregoing, (i) supportive rental Housing where service funding is secured from sources other than Federal Funds and Provincial Funds provided under the Program; (ii) multi-bedroom units which are used for congregate living; and (iii) disabled/accessible units.

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

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

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

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

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

2.0 Funding for Affordable Housing

2.1 [*This clause was intentionally deleted*].

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

2.3 The Loan, upon the terms and subject to the conditions set out in this Agreement, shall be in the amount of Six Hundred Thousand dollars ($600,000.00) for three (3) affordable one-bedroom units

2.4 The County shall disburse the amount of the Loan in accordance with the Funding Schedule attached as Schedule “B". Notwithstanding Schedule "B", the County shall at all times hold back the amount of funds required to comply with the Construction Lien Act.

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

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

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

3.0 Provision of Affordable Housing

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

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

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

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

4.0 Operation of Affordable Housing

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

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

5.0 Conditions

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

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

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

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

(d) the Proponent's title to the Project being unencumbered other than the Permitted Encumbrances;

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

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

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

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

6.0 Terms of the Funding

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

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

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

6.4 With effect from the Interest Adjustment Date, the interest rate applicable to the

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

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

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

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

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

7.0 Security

7.1 Prior to the County disbursing the Loan proceeds to the Proponent pursuant to section 2.3, the Proponent shall provide the County with executed registerable security documents in the form attached hereto as Schedules “E-1", “E-2" and “E-3" (the “Security”), completed in accordance with this Agreement or at the County's option, such alternate form of security, on such terms and conditions as the County may require, attached hereto as Schedule “F”.

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

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

County.

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

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

8.0 Accountability Framework

8.1 (a) In the event:

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

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

(iii) the building permit for the Project is not issued on or before April 15, 2026 or such longer period of time as the County may determine;

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

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

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

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

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

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

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

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

9.0 Publicity

9.1 The Proponent acknowledges that it has been informed by the County that under the terms of the 2018 Canada Ontario Community Housing Initiative Fund. under the Investment in Affordable Housing Program and the Supplementary Agreement all publicity, including written materials and signs, respecting the Project must recognize the contributions of CMHC, the Province and the County. The Proponent further acknowledges that it has been informed by the County that the 2018 Canada Ontario Community Housing Initiative Fund. under the Investment in Affordable Housing Program and the Supplementary Agreement requires the County to co-ordinate with the Province and CMHC and or obtain CMHC's approval with respect to communications, signage and advertising matters. The Proponent agrees that it shall not do or omit to do any act which will cause the County to be in breach of the terms of the 2018 Canada Ontario Community Housing Initiative Fund. under the Investment in Affordable Housing Program and the Supplementary Agreement.

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

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

9.4 The Proponent acknowledges that any breach by it of sections 9.2 or 9.3 of this Agreement shall cause the County to be in breach of its obligations as a Service Manager responsible for administration of the funding program as outlined in the 2018 Canada Ontario Community Housing Initiative.

10.0 Remedies

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

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

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

11.0 Notice

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

(a) delivered personally;

(b) sent by prepaid courier service; or

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

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

The Corporation of The County of Grey

595 9th Ave E
Owen Sound, ON N4K 3E3
Fax Number: 519-376-8998

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

Lutheran Social Services (Owen Sound) and
Lutheran Outreach Ministries, Owen Sound
368 10th Street East
Owen Sound, ON N4K 1S6
Email: sylvia@lutheransocialservicesos@gmail.com

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

12.0 General

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

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

12.3 The Proponent represents and warrants that:

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

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

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

12.4 The disbursement of Funds by the County to the Proponent pursuant to sections 2.3 to 2.4, inclusive, is subject to the necessary appropriations from the Federal Parliament and the Provincial Legislature. Neither the County, the Province nor CMHC shall have any liability in the event the respective appropriations are insufficient to meet the funding obligations of the County.

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

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

12.7 No member of:

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

(b) the Legislative Assembly of Ontario; or

(c) the Municipal Council constituting the County or the Municipal Council of any local municipality of the County or the governing body of any Municipal Agency, Board or Commission, of any such municipalities;

shall be admitted to any share or part of any contract, agreement or commission made pursuant to this Agreement or to any benefit arising therefrom, including, without limitation, any contract, agreement or commission arising from or related to the Program.

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

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

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

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

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

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

12.14

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

(b) Notwithstanding subsection 12.14(a) the Proponent shall not assign its interest in this Agreement without the prior written consent of the County, which consent shall not be arbitrarily or unreasonably withheld.

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

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

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

12.17 This Agreement shall ensure to the benefit of and be binding upon the Parties hereto and their respective successors and assigns, provided that this paragraph shall in no way limit the provisions of section 12.14 restricting the Proponent's ability to assign this Agreement.

IN WITNESS WHEREOF this agreement has been executed by the Parties.

The Corporation of the County of Grey

Per: ______________________________________

Warden, Andrea Matrosovs

c/s

Per: ______________________________________

Clerk, Tara Warder

Lutheran Social Services (Owen Sound)

Per: _________________________________

Name: Sylvia Statham

Title: Executive Director

c/s

Per: _________________________________

Name:

Title:

Lutheran Outreach Ministries, Owen Sound

Per: _________________________________

Name: Sylvia Statham

Title: Executive Director

c/s

Per: _________________________________

Name:

Title:

SCHEDULE “A”

PROGRAM GUIDELINES

- The Service Managers’ Program Guidelines for the Canada-Ontario Community Housing Initiative (COCHI) & Ontario Priorities Housing Initiative (OPHI) – Effective April 1, 2025

SCHEDULE “B”

FUNDING SCHEDULE

50% at signing of Contribution Agreement, registered Security 1st available Building Permit, Construction Start	$300,000
40% at completion of Structural Framing or 50% completion	$240,000
10% at proof of occupancy	$ 60,000

SCHEDULE “C”

CONTRIBUTION BY OTHERS AGREEMENTS

CONTRIBUTION AGREEMENT

Canada Ontario Community Housing Initiative Funding

See Contribution Agreement between the Corporation of the County of Grey and Lutheran Social Services (Owen Sound) and Lutheran Outreach Ministries, Owen Sound - Affordable Housing Fund 2025: $1,000,000

SCHEDULE "D"

RENTAL PROTOCOL

1.0 Definitions

1.1 In this Schedule "D", unless the context requires otherwise,

- "Affordability Period" means the "twenty (20) year period" following the date of the first occupancy of a Unit in the Project;
- "Agreement" means the Agreement to which this Schedule "D" is attached;
- "Average Market Rents" means the average rent figures, based on geographical areas and classified by bedroom count as determined annually In the CMHC Average Market Rent Survey;
- "Phase-out Period" means the last five (5) year period of the Affordability Period"

and

when used in this Schedule "D", the term "rent" includes the amount of any consideration paid or given or required to be paid or given by or on behalf of a tenant to the Proponent or the Proponent's agent for the right to occupy a Unit and for any services and facilities and any privilege, accommodation or thing that the Proponent provides for the tenant in respect of the occupancy of the Unit, whether or not a separate charge is made for services and facilities or for the privilege, accommodation or thing.

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

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

2.0 Affordable Rent

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

3.0 Rents

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

3.2 The maximum rent for any Unit shall not exceed one hundred per cent (100%) of the CMHC Average Market Rent for units of a similar type in the geographical area.

3.3 Notwithstanding 3.1,

a) in the event that eighty per cent (80%) of the CMHC Average Market Rent for units of a similar type in the geographical area is less than one hundred and five per cent (105%) of the modified shelter allowance under the Ontario Works program, the weighted average rent of all Units in a Project for which Program Funding has been utilized shall not exceed one hundred and five per cent (105%) of the modified shelter allowance under the Ontario Works program for units of a similar type;

b) in the event that CMHC Average Market Rent data is not available for specific unit types in the geographical area, or where CMHC Average Market Rent may impact Project viability, Service Managers may request alternate average market rent values by submitting a business case to the Minister as set out in the Program Guidelines.

3.4 Notwithstanding 3.2,

a) in the event that one hundred per cent (100%) of the CMHC Average Market Rent for units of a similar type in the geographical area is less than one hundred and thirty per cent (130%) of the modified shelter allowance under the Ontario Works program, the rents of all Units in a Project for which Program Funding has been utilized shall not exceed one hundred and thirty per cent (130%) of the modified shelter allowance under the Ontario Works program for units of a similar type;

b) in the event that CMHC Average Market Rent data is not available for specific unit types in the geographical area, or where CMHC Average Market Rent may impact Project viability, Service Managers may request alternate average market rent values by submitting a business case to the Minister as set out in the Program Guidelines.

3.5 If rent supplements are used for COCHI funded New Build Units, the Service Manager shall ensure that the total rent received by a Proponent, including rent from the tenant and the rent supplement, shall be subject to 3.2 and 3.4.

3.6 If federal and/or provincially funded rent supplements are used for COCHI funded New Build Units, the Service Manager shall ensure that when calculating the weighted average rent for a Project, the total rent received by a Proponent, including rent from the tenants and the federal and/or provincially funded rent supplement shall be considered

4.0 Rent Increases

4.1 The Proponent may increase the rent charged under section 3.1 and 3.2 with respect to a Unit only if at least twelve (12) months have elapsed,

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

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

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

4.3 From the beginning of the eleventh (11) year of the Affordability Period until the end of the Affordability Period, in addition to the increase permitted by section 4.2, the Proponent may, subject to any requirements of the Residential Tenancies Act, 2006 or any successor legislation, apply to the County to increase Unit rents to an amount not to exceed CMHC Average Market Rent for units of a similar type in the geographical area or alternate rents approved by the Minister.

5.0 Phase-Out Period

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

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

6.0 Exception

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

7.0 After Phase-Out Period

7.1 After the end of the Phase-out Period, the Proponent shall be permitted to rent Units in the Project to new tenants at rents agreed to by the Proponent and the new tenants.

SCHEDULES "E-1", "E-2", "E-3" SECURITY DOCUMENTS

[Relevant Documents to be Attached]

Schedule E-1 - Charge/Mortgage of Land - register in land titles/land registry system

Schedule E-2 - Assignment of Rents - register in land titles/land registry system and PPSA

Schedule E-3 - Security Agreement (chattels) - register in PPSA

SCHEDULE “F”

ALTERNATE SECURITY

[Relevant Documents to be Attached]

Schedule “F” is not registerable and is used to replace Schedules “E-1", “E-2" and “E-3".

SCHEDULE "G"
PERMITTED ENCUMBRANCES

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

1. All mortgages and security collateral thereto totaling principal amounts which do not exceed the total costs of the Development Activities incurred in connection with the Project.
2. Such easements and restrictive covenants as do not prevent the Project from being constructed or used as Affordable Housing.
3. Municipal agreements relating to the Development Activities in connection with the Project.

SCHEDULE "H"

Canada Ontario Community Housing Initiative

Initial Occupancy Report

Occupancy Date: ____________________________

A. Project Information

Contribution Agreement Number	Lutheran Social Services (Owen Sound) and Lutheran Outreach Ministries, Owen Sound St. Clare Place 2025
Contribution Agreement Expiry Date	20 Years from Occupancy Date

Project Name	St. Clare Place
Property Address	1043 and 1057 3rd Avenue East, Owen Sound ON N4K 2L1

B. Number of Units in Project

Unit Type	**COCHI Funded Rental Units (#)**	**COCHI Funded Supportive Units (#)**	**Units Not Receiving COCHI Funding (#)**	**Total Number of Units (#)**
Bachelor				
One Bedroom	3		32	35
Two Bedroom			5	5
Three Bedroom				
Four Bedroom				
Other				
Total Number of Units	3		37	40

C. Depth of Affordability: Rents at Occupancy (COCHI Funded Units)

Establishes "permitted rents" which are used in Schedule "I"

Unit Type	Average Unit Rent (COCHI Funded Units) (A)	CMHC Average Market Rent ($) (B)	Percentage of CMHC Average Market Rent (A÷B) • 100
Bachelor			
One Bedroom			80%
Two Bedroom			
Three Bedroom			
Four Bedroom			
Other			

Depth of Affordability: Percentage of CMHC Average Market Rent Achieved for Overall Project	<u>80%</u> (Note: This figure cannot be greater than 80% of CMHC Average Market Rent, without the approval of the County)

D. Project Certification

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

_______________________Date: ________________ Signed by:_____________________

[please print name]

I am *[please check on the appropriate line below]*

___ the Owner of the Project

___ the Chairperson of the Board of Directors of the Project

SCHEDULE "I"

Canada Ontario Community Housing Initiative

Annual Occupancy Report

A. Project Information

Contribution Agreement Number	St. Clare Place 2025
Contribution Agreement Expiry Date	20 Years from Occupancy Date

Project Name	St. Clare Place
Property Address	1043 and 1057 3rd Avenue East, Owen Sound

B. Average Rents at Year End

				Previous Year		Current Year		
Unit Type	**Total Number of Units (#)**	**COCHI Funded Rental Units (#)**	**COCHI Funded Supportive Units (#)**	**Permitted Rent [*insert last reporting year*] ($) (A)**	**RTA Permitted Increase ($) (B)**	**Permitted Rent per Unit per Month ($) (C) (A+B = C)**	**Average Rent per Unit per Month ($) (D)**	**Rationale (if D>C)**
Bachelor								
One Bedro								
Two Bedro								

Three Bedro								
Four Bedro								
Other								
Total								

C. Affordability

Year	Average Rent in Relation to AMR	Variance Between Current and Last Year's Average Rent	RTA Permitted Increase	Rationale for Amount Above RTA Increase
First Year Occupied	#80%*			
Annually Thereafter				

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

D. Project Certification

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

______________________Date: _______________ Signed by:____________________

[please print name]

I am *[please check on the appropriate line below]*

___ the Owner of the Project

___ the Chairperson of the Board of Directors of the Project

E. Auditor's Confirmation

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

___________________________ Date: ___________________

Confirmed by *[please print name]*

Name, Address and Telephone Number of Firm:

[insert relevant information]

SCHEDULE "J"

Annual Targeting Report

For year ending December 31, _______

Name of Owner	**RENTAL** Number of Units				**SOCIAL HOUSING** Number of Units				**AVERAGE RENT OF UNITS PER MONTH**
	New	Conversion	Rehabilitation	Major Addition	New	Conversion	Rehabilitation	Major Addition	

CLIENTELE Number of Units					
Family	**Single**	**Senior**	**Supportive Victims of Domestic Violence**	**Supportive Mental Health**	**Other Target Group (Name)**

SCHEDULE "K"

PROTOCOL FOR NON-COMPLIANCE

New Build Component of the Canada-Ontario Community Housing Initiative

Direct Delivery

1.0 Background

1.1 This Schedule addresses the obligations to indemnify and obligations of Canada Ontario Community Housing Initiative participants to recover Funds from affordable housing projects which may encounter difficulties within the relationships described below:

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

(b) Service Manager - County; and

(d) Proponent – Lutheran Social Services (Owen Sound) and Lutheran Outreach Ministries, Owen Sound.

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

1.3 While this Schedule pertains to the COCHI program the same set of underlying principles and requirements could accommodate other program components with minor adjustments.

2.0 Consultation

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

3.0 Best Efforts

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

4.0 Advance Notice

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

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

5. 0 Indemnity

5.1 <u>County - CMHC</u>

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

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

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

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

5.2 <u>County - Province</u>

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

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

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

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

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

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

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

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

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

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

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

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

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

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

5.3 Proponent - Province

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

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

5.4 Proponent - County

(a) The Proponent shall indemnify, defend, and hold harmless the County for all Federal Funds and Provincial Funds paid in the event of a claim against the County or CMHC.

(b) The Proponent shall indemnify, defend, and hold harmless the County from and against all claims, actions, liabilities, losses, costs, damages arising out of or connected with the implementation of this Agreement.

(b) Indemnification of CMHC will be required during the construction and occupancy period of a project. Indemnification of the County will be required throughout the term of this Agreement including but not limited to the Affordability Period and shall survive the termination or expiry of this Agreement.

6.0 Recovery of Funds

6.1 Under COCHI, a number of circumstances could arise which could make a project "noncompliant". Examples include:

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

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

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

6.2 Province - CMHC

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

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

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

(d) A sliding scale for CMHC forgiveness is set at 5% per year over 20 years. Under certain circumstances, the County will share this forgiveness with Service Managers and Proponents; otherwise the County will collect these Funds for recycling in other projects.

(e) Federal Funds could either be repaid by the Service Manager to the County and recycled in new commitments before March 31, 2019 or refunded directly to CMHC after this date.

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

6.3 County - Province

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

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

6.4 Proponent - County

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

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

6.5 Proponent - Lutheran Social Services (Owen Sound) and Lutheran Outreach Ministries, Owen Sound

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

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

Corporation of the County of Grey
By-law 5260-25

A By-law to confirm all actions and proceedings of the Council

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

AND WHEREAS Section 5 (3) of the *Municipal Act, 2001*, as amended, provides that municipal powers shall be exercised by by-law;

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

1. The actions of the Council of the Corporation of the County of Grey at its meetings held from November 13, 2025, to date, in respect of each recommendation contained in the Reports to Committee of the Whole, and each motion and resolution passed, and any other actions taken by Council at these meetings are hereby adopted and confirmed as if such proceedings were expressly embodied in this By-law.

2. The Warden and proper officers of the Corporation of the County of Grey are hereby authorized and directed to do all things necessary to give effect to the said action, to obtain approvals where required and to execute all documents necessary in that behalf.

ENACTED AND PASSED this 27th day of November, 2025.

WARDEN: Andrea Matrosovs

CLERK: Tara Warder