

County Council

Agenda

August 13, 2026

10:00 a.m.

Council Chambers - Grey County Administration Building

Pages

1. Call to Order
2. O Canada
3. Roll Call
4. Land Acknowledgement
5. Adoption of Minutes
 - 5.a County Council and Committee of the Whole minutes dated July 23, 2026 4

That the minutes of the County Council meeting and Committee of the Whole meeting dated July 23, 2026, and the resolutions contained therein, be adopted as presented.
 - 5.b Closed Committee of the Whole meeting minutes dated July 23, 2026 and Long Term Care Committee of Management minutes dated July 16, 2026

That the closed session Committee of the Whole meeting minutes dated July 23, 2026 and the closed session Long Term Care Committee of Management minutes dated July 16, 2026 be adopted as provided.
 - 5.c Long Term Care Committee of Management minutes dated July 16, 2026 14

That the Long Term Care Committee of Management minutes dated July 16, 2026, be adopted as presented; and

That the following resolutions contained therein be endorsed:

 - That report LTCR-CM-16-26 be received; and
 - That the Colliers Project Leaders report and presentation regarding future options for Grey Gables and the existing Rockwood Terrace be received for information; and
 - That staff continue discussions with the Ministry of Long-Term Care in respect to previous Ministry

Surveys and future planning and report back to Council as appropriate.

- That staff be directed to extend the scope of work with Colliers to investigate “Scenario 5: Long Term Care Renovation” for an additional \$30,000 to be funded from the One-Time Reserve.
- That LTCR-CM-12-26 regarding a Long-Term Care Director Update be received for information.
- That report LTCR-CM-13-26 regarding the Long-Term Care Operational Report dated April 15, to June 14, 2026, be received for information.
- That report LTCR-CM-14-26, Grey Gables Fire Panel and System Replacement be received; and That staff be directed to proceed with a single source purchase with Troy Life & Fire Safety Ltd for the fire panel & system replacement in the amount of \$122,173.24 (excluding HST), in accordance with section 4.7 of Purchasing Policy and By-law 5209-24.
- That report LTCR-CM-15-26, Lee Manor Building Automation System Replacement, be received; and
 - That RFT-LTC-03-26, being the Building Automation System replacement, be awarded to Empire Controls at a cost of \$245,337.71 (excluding HST); and
 - That the shortfall be funded by reallocating the approved 2026 capital project budget of \$109,700 for Hot Water Recirculating system to this project.

5.d Long Term Care Redevelopment Task Force minutes dated July 16, 2026

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That the Long Term Care Redevelopment Task Force minutes dated July 16, 2026, be adopted as presented; and

That the following resolutions contained therein be endorsed:

- That the Rockwood Terrace Redevelopment Update from
-
- Colliers Project Leaders be received for information.

6. Closed Meeting Matters

7. Reports

8. By-laws

22

That By-laws 5296-26 to 5301-26 inclusive, 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. 5296-26 - A By-law to authorize the submission of an application to

Ontario Infrastructure and Lands Corporation for financing of certain capital works and to authorize long term borrowing for such capital works through the issue of debentures to OILC

- ii. 5297-26 - A By-law to authorize the granting of an easement and to authorize a donation agreement to convey lands forming part of the CP Rail Trail (Eco Parkway)
- iii. 5298-26 - A By-law to authorize the Warden and Clerk to execute an amendment to the Memorandum of Understanding between the County of Grey, the City of Owen Sound and the Rural Ontario Medical Program.
- iv. 5299-26 - A By-law to provide for the removal of nuisance beaver
- v. 5300-26 - A By-law to provide for the control of coyotes or wolves
- vi. 5301-26 - A By-law to confirm all actions and proceedings of the Council

9. News and Celebrations

10. Adjournment

Minutes Council

July 23, 2026

Present: Warden Andrea Matrosovs, Councillor Brian Milne, Councillor Scott Mackey, Councillor Terry McKay, Councillor Sue Carleton, Councillor Grant Pringle, Councillor Paul McQueen, Councillor Dane Nielsen, Councillor Sue Paterson, Councillor Warren Dickert, Councillor Ross Kentner, Councillor Shirley Keaveney, Councillor Ian Boddy, Councillor Scott Greig, Councillor Barbara Dobreen, Councillor Peter Bordignon, Councillor Kevin Eccles, Councillor Tom Hutchinson

Staff Present: Randy Scherzer, CAO, Niall Loble, Deputy CAO, Scott Taylor, Director of Planning, Anne Marie Shaw, Director of Community Services, Jennifer Moreau, Director of Human Resources, Jody MacEachern, Director of IT, Kevin McNab, Director of Paramedic Services, Pat Hoy, Director of Transportation Services, Savanna Myers, Director of Economic Development, Tourism and Culture, Garrett Reed, Manager of Accounting/Interim Deputy Treasurer, Jacquelyn Morrison, County Solicitor, Sarah Johnson, Trails and Forestry Coordinator, Tara Warder, Clerk, Rayburn Murray, Deputy Clerk

Call to Order

Grey County Council met at the call of the Warden on the above date at 10:01 a.m. at the County Administration Building. The 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. Councillor Hutchinson participated virtually.

Land Acknowledgement

The Warden read the land acknowledgement.

Adoption of Minutes

County Council and Committee of the Whole minutes dated July 9, 2026

CC44-26

Moved by: Councillor Milne

Seconded by: Councillor Keaveney

That the minutes of the County Council meeting and Committee of the Whole meeting dated July 9, 2026, and the resolutions contained therein, be adopted as presented.

Carried

Closed Meeting Matters

There were no closed meeting matters.

Reports

There were no reports.

By-laws

Moved by: Councillor Dickert

Seconded by: Councillor Nielsen

That By-laws 5290-26 to 5295-26 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. **5290-26 - By-law to Provide for Tax Refunds for Eligible Heritage Properties**
- ii. **5291-26 - A By-law to add certain lands to the Grey County Road System**
- iii. **5292-26 - A By-law to remove certain lands from the Grey County Road System**
- iv. **5293-26 - A By-Law to amend Development Charges By-law No. 5127-22 (Roads and Related Charges) to remove the expiry date**
- v. **5294-26 - A By-Law to amend Development Charges By-law No. 5128-22 (General Services) to remove the expiry date**

vi. 5295-26 - A By-law to confirm all actions and proceedings of the Council

CC44-26

Moved by: Councillor McQueen

Seconded by: Councillor Bordignon

That the motion be separated to remove by-laws 5291-26 and 5292-26 and vote on them separately.

Carried

CC45-26

Moved by: Councillor Dickert

Seconded by: Councillor Nielsen

That By-laws 5291-26 to 5292-26 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. 5291-26 - A By-law to add certain lands to the Grey County Road System**
- ii. 5292-26 - A By-law to remove certain lands from the Grey County Road System**

A recorded vote was requested on the motion.

In Favour: T. McKay 3; S. Mackey 4; S. Carleton 6; G. Pringle 5; S. Paterson 4; W. Dickert 3; R. Kentner 6; S. Keaveney 5; I. Boddy 8; S. Greig 8; B. Milne 4; B. Dobreen 3; A. Matrosov 7; P. Bordignon 7; K. Eccles 6; T. Hutchinson 6

Opposed: P. McQueen 6; D. Nielsen 5;

The motion was Carried 85-11.

CC46-26

Moved by: Councillor Dickert

Seconded by: Councillor Nielsen

That By-laws 5290-26, 5293-26, 5294-26 and 5295-26 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.

- 1. 5290-26 - By-law to Provide for Tax Refunds for Eligible Heritage Properties**
- 2. 5293-26 - A By-Law to amend Development Charges By-law No. 5127-22 (Roads and Related Charges) to remove the expiry date**

3. **5294-26 - A By-Law to amend Development Charges By-law No. 5128-22 (General Services) to remove the expiry date**
4. **5295-26 - A By-law to confirm all actions and proceedings of the Council**

Carried

News and Celebrations

Councillor Bordignon recognized the 60th anniversary of the Seasonal Agricultural Worker Program.

Councillor Keaveney shared that the Municipality of Meaford's annual Summerfest will take place from July 31 to August 2.

Councillor McQueen noted the passing of Don McCausland, having served previously as Mayor of Grey Highlands and Warden of Grey County. His celebration of life is scheduled for this Saturday, July 25.

Councillor Boddy indicated the 164th Owen Sound Emancipation Festival Speaker's Corner is scheduled for Friday, July 31. The Freedom Walk to the Festival, held in Harrison Park, will begin at Grey Roots on Saturday, August 1.

Adjournment

On motion by Councillors McKay and Councillor Mackey, Council adjourned at 10:24 a.m. to the call of the Warden.

Andrea Matrosovs, Warden

Tara Warder, Clerk

Minutes

Committee of the Whole

July 23, 2026

Call to Order

Grey County Council met on the above date at the County Administration Building. Warden Matrosovs assumed the Chair and called the meeting to order at 10:25 a.m. with all members present. Councillor Hutchinson participated electronically.

Declaration of Interest

There were no declarations of interest.

Business Arising from Minutes

There was no business arising from the minutes.

Delegations

The Grey Bruce Ontario Health Team - Lindsay Johnston,
Executive Director

Lindsay Johnston, Executive Director of the Grey Bruce Ontario Health Team, provided an overview of the Grey Bruce Ontario Health Team structure. She highlighted the involvement with community members including partnerships, collaborations, consensus-building to support meaningful change and support decision making structure. She referred to the 2026/2027 strategy as dictated by the Province and the focus on Primary Care Access and Attachment, Integrated Clinical Priorities, and OHT Capacity Building. She referenced the Interprofessional Care Team (IPCT) Expansion to focus on connecting individuals to a Primary Care Team. In response to questions, she highlighted the importance of advocating and the requirement of infrastructure to support the strategies.

Determination of Items Requiring Separate Discussion

The following items on the consent agenda for this meeting were pulled for further discussion: CSR-CW-17-26 Award of Special Needs Resourcing; PDR-CW-29-26 Grey County Official Plan Amendment 32 - Wilton Sanitation; Correspondence from the Town

of Halton Hills - Modernizing Ontario's Invasive Plant Rules; Correspondence from Lyssa Ireton - Grey Road 1 Concerns; Letter from the Honourable Minister Robert J. Flack - Community Benefits Charges and Parkland Regulation.

Consent Agenda

CW118-26

Moved by: Councillor Dobreen

Seconded by: Councillor Paterson

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

Correspondence from Jennifer Shevalier - Grey County Climate Action Plan

That the correspondence from Jennifer Shevalier regarding the Grey County Climate Action Plan be received for information.

PDR-CW-31-26 Watermain Easement on the CP Rail Trail

That report PDR-CW-31-26 be received; and

That staff be directed to prepare an agreement (or agreements) with the Township of Southgate for the purposes of incorporating the watermain easement along the CP Rail Trail in Dundalk, along with the previously authorized road crossings of the CP Rail Trail to facilitate the Eco Park Way extension.

PDR-CW-32-26 Active Ontario Land Tribunal List

That report PDR-CW-32-26 regarding the active Ontario Land Tribunal File List, be received for information purposes.

Items For Direction and Discussion

FR-CW-17-26 Financing Paramedic Services Bases in Durham and Feversham

Council took a recess at 11:04 a.m. and returned at 11:21 a.m.

Deputy Warden Milne assumed the Chair.

Main Motion:

Moved by: Councillor Pringle

Seconded by: Councillor McKay

That report FR-CW-17-26 Financing for Paramedic Services Bases in Durham and Feversham be received; and

That staff bring forward a by-law as necessary to apply to Infrastructure Ontario to borrow up to \$4.4 million over 20 years to fund the construction of the Paramedic Bases in Durham and Feversham.

Carried

Primary Amendment:

CW119-26

Moved by: Councillor Greig

Seconded by: Councillor Mackey

That the motion be amended to strike out “20” and insert “15”, in reference to the borrowing term with the Infrastructure Ontario.

Carried

Main Motion as Amended:

CW120-26

Moved by: Councillor Pringle

Seconded by: Councillor McKay

That report FR-CW-17-26 Financing for Paramedic Services Bases in Durham and Feversham be received; and

That staff bring forward a by-law as necessary to apply to Infrastructure Ontario to borrow up to \$4.4 million over 15 years to fund the construction of the Paramedic Bases in Durham and Feversham.

Carried

CAOR-CW-22-26 Green Development Program - Staffing

CW121-26

Moved by: Councillor Pringle

Seconded by: Councillor Nielsen

That Report CAOR-CW-22-26 regarding a Green Development Program staffing update be received; and

That staff be directed to undertake a recruitment for a full-time, permanent Environmental Sustainability Coordinator role to backfill the existing vacant position responsible for the Green Development Program and to assist with the delivery of the Going Green in Grey Climate Plan and associated actions, ahead of 2027 budget approval.

Carried

Letter from the Honourable Minister Robert J. Flack - Community Benefits Charges and Parkland Regulation

CW122-26

Moved by: Councillor Carleton

Seconded by: Councillor Dobreen

That the correspondence from the Honourable Minister Robert J. Flack regarding the Community Benefits Charges and Parkland Regulation be received for information.

Carried

Correspondence from the Town of Halton Hills - Modernizing Ontario's Invasive Plant Rules

CW123-26

Moved by: Councillor Carleton

Seconded by: Councillor Dobreen

That the correspondence from the Town of Halton Hills regarding Modernizing Ontario's Invasive Plant Rules, be supported by the County of Grey.

Carried

Correspondence from Lyssa Ireton - Grey Road 1 Concerns

CW124-26

Moved by: Councillor Carleton

Seconded by: Councillor McQueen

That the correspondence from Lyssa Ireton regarding Grey Road 1 concerns be received for information.

Carried

CSR-CW-17-26 Award of Special Needs Resourcing

CW125-26

Moved by: Councillor Eccles

Seconded by: Councillor Bordignon

That report CSR-CW-17-26 regarding the provision of Special Needs Resourcing Services be received and;

That Community Living Owen Sound be awarded RFP-SS-02-26 for the provision of Special Needs Resourcing Services up to \$1,400,000.00 annually; and

The contract be funded on an annual basis in accordance with provincial Early Learning and Child Care funding guidelines.

Carried

PDR-CW-29-26 Grey County Official Plan Amendment 32 - Wilton Sanitation

CW126-26

Moved by: Councillor Eccles

Seconded by: Councillor McQueen

That report PDR-CW-29-26 regarding an overview of County Official Plan Amendment 32 on lands described as Lot 21 and 22, Concession 3 NDR, geographic township of Artemesia, Municipality of Grey Highlands be received for information.

Carried

Closed Meeting Matters

Council proceeded into closed session at 12:15 p.m.

CW127-26

Moved by: Councillor Mackey

Seconded by: Councillor Pringle

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. advice subject to solicitor - client privilege (legal advice on a by-law)

ii. litigation or potential litigation, including matters before administrative tribunals, affecting the municipality or local board (OLT matter)

Carried

Council returned to open session at 12:46 p.m.

The Warden confirmed that only the items stated in the resolution to move into closed session were discussed and as a result, direction was provided to staff.

Other Business

There was no other business.

Notice of Motion

There were no notices of motion.

Adjournment

On motion of Councillor Eccles and Councillor Kentner, Committee of the Whole adjourned at 12:50 p.m. to the call of the Chair.

Andrea Matrosovs, Warden

Tara Warder, Clerk

Minutes

Long-Term Care Committee of Management

July 16, 2026

Present: Councillor Hutchinson, Councillor Carleton, Councillor Mackey, Councillor Paterson, Warden Matrosovs, Councillor Keaveney

Regrets: Councillor Nielsen

Staff Present: Niall Loble, Deputy CAO, Olivia Yale, Digital Communications Specialist, Sue Murray, Interim Director of Finance/Treasurer, Jennifer Cornell, Director of Long-Term Care, Teri Fischer, Executive Director Rockwood Terrace, Jason Hellyer, Building Service Supervisor, Karen Kraus, Executive Director, Markus Hawco, Long-Term Care Finance Manager, Robert Hatten, Manager of Communications, Rayburn Murray, Deputy Clerk

Call to Order

The Long-Term Care Committee of Management met electronically on the above date. The Chair called the meeting to order at 10:01 a.m. with all members present except for Councillor Nielsen.

Declaration of Interest

There were no declarations of interest.

Delegations

There were no delegations.

LTCR-CM-16-26 Grey Gables and Rockwood Terrace - Long Term Planning

Niall Loble, Deputy CAO, welcomed the individuals in attendance from Colliers Project Leaders. He provided an overview of the work completed to date in relation to the Rockwood Terrace Redevelopment and referred to the existing operational Rockwood Terrace building. He noted that County staff have been working with Colliers Project Leaders who had been retained to provide project management services and examine

development/redevelopment options at the existing Grey Gables and Rockwood Terrace locations. Specifically, existing Rockwood Terrace options include conversion options, selling or leasing and existing Grey Gables options include building 62 new beds or building 128 new beds as an addition to the existing home. At this stage, no decision is required and staff indicated that consultation and communications with the Ministry of Long Term Care is ongoing.

It was indicated that the Ministry had recently announced a Renovation Program for Long Term Care Homes, that would help upgrade older homes so they meet current or adapted design standards. As this information was only recently made available, staff noted that further information would need to be gathered to determine what this could look like for Grey County.

Andrew Rodrigues from Colliers Project Leaders and Phil Goodfellow from G Architects provided an overview of the presentation. They explained that the existing Rockwood Terrace building had been assessed and several potential redevelopment scenarios had been identified for consideration. The objective of the review was to determine what would be required to renovate the existing home to meet Class A standards. This would include a comprehensive review of building systems, as well as interior and exterior upgrades. The presentation materials were referenced, outlining each proposed layout, related specifications, and the estimated construction costs associated with each scenario. Cost comparisons and estimates between the scenarios were also included. The estimates included the anticipated construction costs, as well as additional allowances for design contingencies, construction contingencies, and related project requirements. Alongside County staff, it was noted that a pro forma analysis had been prepared to support the financial review of the redevelopment options and to assist in understanding the potential impacts of each scenario.

Mr. Rodrigues advised that, in light of the Province's recent announcement, consideration of renovations to an adapted standard could be an option. Based on the information currently understood, the potential funding amount would be approximately half of what may otherwise be required, and the funding term would be shorter.

In response to questions from the Committee, staff advised that comparisons had been reviewed between current operations and the service model planned for the new Rockwood Terrace. Staff emphasized the importance of considering resident needs. Staff also noted that active planning is underway for recruitment strategies related to the new Rockwood Terrace and indicated that there has been a positive trend in recruitment. In response to further questions, it was advised that assisted living and memory care have been identified as areas of greatest need within the community, often described as the "missing middle" between independent living and long-term care. Staff noted that completion Rockwood Terrace Redevelopment will also help inform next steps, including future discussions.

CM14-26

Moved by: Councillor Hutchinson

Seconded by: Councillor Paterson

That report LTCR-CM-16-26 be received; and

That the Colliers Project Leaders report and presentation regarding future options for Grey Gables and the existing Rockwood Terrace be received for information; and

That staff continue discussions with the Ministry of Long-Term Care in respect to previous Ministry Surveys and future planning and report back to Council as appropriate.

That staff be directed to extend the scope of work with Colliers to investigate “Scenario 5: Long Term Care Renovation” for an additional \$30,000 to be funded from the One-Time Reserve.

Carried

Closed Meeting Matters

The Long Term Care Committee of Management moved in to closed session at 10:38 a.m.

CM15-26

Moved by: Warden Matrosovs

Seconded by: Councillor Carleton

That the Long Term Care Committee of Management proceed into closed session at 10:38 a.m. pursuant to Section 239 (2) of the Municipal Act, 2001, as amended, to discuss:

i. a trade secret or scientific, technical, commercial or financial information that belongs to the municipality or local board and has monetary value or potential monetary value (Rockwood Terrace)

Carried

The Committee moved to open session at 10:49 a.m. The Chair confirmed that the Committee met in closed session to discuss a trade secret or scientific, technical, commercial or financial information that belongs to the municipality or local board and has monetary value or potential monetary value.

Items For Direction or Discussion

LTCR-CM-12-26 LTC Director's Update May 1, 2026, to June 30, 2026

CM16-26

Moved by: Councillor Hutchinson

Seconded by: Councillor Paterson

That LTCR-CM-12-26 regarding a Long-Term Care Director Update be received for information.

Carried

LTCR-CM-13-26 LTC Operational Report April 15, 2026, to June 14, 2026

CM17-26

Moved by: Councillor Keaveney

Seconded by: Warden Matrosovs

That report LTCR-CM-13-26 regarding the Long-Term Care Operational Report dated April 15, to June 14, 2026, be received for information.

Carried

LTCR-CM-14-26 Grey Gables Fire Panel and System Replacement

CM18-26

Moved by: Councillor Paterson

Seconded by: Councillor Carleton

That report LTCR-CM-14-26, Grey Gables Fire Panel and System Replacement be received; and

That staff be directed to proceed with a single source purchase with Troy Life & Fire Safety Ltd for the fire panel & system replacement in the amount of \$122,173.24 (excluding HST), in accordance with section 4.7 of Purchasing Policy and By-law 5209-24.

Carried

LTCR-CM-15-16 Building Automation System Replacement - Lee Manor

Jason Hellyer, Building Service Supervisor, summarized the replacement system and highlighted the importance of a properly working system. In response to questions, Mr. Hellyer indicated that the new product will monitor air quality.

CM19-26

Moved by: Councillor Keaveney

Seconded by: Councillor Hutchinson

That report LTCR-CM-15-26, Lee Manor Building Automation System Replacement, be received; and

That RFT-LTC-03-26, being the Building Automation System replacement, be awarded to Empire Controls at a cost of \$245,337.71 (excluding HST); and

That the shortfall be funded by reallocating the approved 2026 capital project budget of \$109,700 for Hot Water Recirculating system to this project.

Carried

Correspondence

There was no correspondence.

Other Business

There was no other business.

Next Meeting Date

September 17, 2026, at 10:00 a.m.

Adjournment

Tour of Rockwood Terrace Redevelopment to follow at 575 Saddler St E, Durham ON N0G 1R0.

On motion of Warden Matrosovs and Councillor Paterson, the Long-Term Care Committee of Management adjourned at 11:45 a. m. to the call of the Chair.

Minutes

Long-Term Care Redevelopment Planning Task Force

July 16, 2026

Present: Councillor Scott Mackey, Councillor Terry McKay, Warden Andrea Matrosovs, Councillor Tom Hutchinson, Councillor Brian Milne

Regrets: Councillor Paul McQueen, Councillor Scott Greig

Staff Present: Randy Scherzer, CAO, Niall Loble, Deputy CAO, Jennifer Cornell, Director of Long-Term Care, Rayburn Murray, Deputy Clerk, Teri Fischer, Executive Director Rockwood Terrace, Sue Murray, Acting Director of Finance/Treasurer, Markus Hawco, Manager, Long Term Care Finance, Karen Kraus, Project Lead for Operational Readiness

1. Call to Order

The Long-Term Care Redevelopment Planning Task Force met at Rockwood Terrace 575 Saddler St E, Durham on the above date. The Chair called the meeting to order at 1:31 p.m. with all members present except for Councillor Greig and Councillor Hutchinson.

2. Declaration of Interest

There were no declarations of interest.

3. Delegations

There were no delegations.

4. Items For Direction or Discussion

4.a Rockwood Terrace Redevelopment Update - Colliers Project Leaders

Tour of Rockwood Terrace Redevelopment occurred prior to the presentation at 575 Saddler St E, Durham ON N0G 1R0.

Andrew Rodrigues from Colliers Project Leaders referred to the presentation and provided a project schedule update. Construction is ongoing and being continuously monitored. Rami Bouz from Colliers Project Leaders referenced a detailed construction status including masonry work, roofing, framing, windows, inspections, and more. He referred to the pictures of the renovations as included in the presentation. At this time, a \$0 forecasted variance at completion based on the upset limit approved by Grey County is expected and operational readiness time schedule has been completed.

Members of the Task Force provided questions related to the transition from the old building to the new building. Staff referred to the role of the Ministry of Long Term Care, including phone call(s) and site visit(s) prior to the transition. Further, staff are planning for the recruitment of increased staffing and supporting those who are currently employed. Members of the Task Force highlighted the importance of parking requirements and it was noted that parking has been analyzed throughout the process, specifically throughout peak times.

RP01-26

Moved by: Councillor Brian Milne

Seconded by: Councillor Terry McKay

That the Rockwood Terrace Redevelopment Update from Colliers Project Leaders be received for information.

Carried

5. Correspondence

There was no correspondence.

6. Other Business

Randy Scherzer, CAO, indicated that the Long Term Care Committee of Management met in the morning and that the information would also be presented to Committee of the Whole in the fall. It was encouraged that individuals also monitor the status of the Committee in relation to the upcoming transitions.

7. Next Meeting Date

To be determined.

8. Adjournment

On motion of Councillor McQueen and Councillor Mackey, the Long-Term Care Redevelopment Planning Task Force adjourned at 2:01 p.m. to the call of the Chair.

THE CORPORATION OF THE COUNTY OF GREY

BY-LAW NUMBER 5296-26

A BY-LAW TO AUTHORIZE THE SUBMISSION OF AN APPLICATION TO ONTARIO INFRASTRUCTURE AND LANDS CORPORATION (“OILC”) FOR FINANCING OF CERTAIN CAPITAL WORK(S) OF THE CORPORATION OF THE COUNTY OF GREY (THE “MUNICIPALITY”); AND TO AUTHORIZE LONG-TERM BORROWING FOR SUCH CAPITAL WORK(S) THROUGH THE ISSUE OF DEBENTURES TO OILC

WHEREAS the *Municipal Act, 2001* (Ontario), as amended, (the “**Act**”) provides that a municipal power shall be exercised by by-law unless the municipality is specifically authorized to do otherwise;

AND WHEREAS subsection 401 (1) of the Act provides that a municipality may incur a debt for municipal purposes, whether by borrowing money or in any other way, and may issue debentures and prescribed financial instruments and enter prescribed financial agreements for or in relation to the debt;

AND WHEREAS subsection 408 (1) of the Act also provides that a municipality shall authorize long-term borrowing by the issue of debentures or through another municipality under section 403 or 404 of the Act;

AND WHEREAS subsection 408 (3) of the Act provides that the term of a debt of a municipality or any debenture or other financial instrument for long-term borrowing issued for it shall not extend beyond the lifetime of the capital work for which the debt was incurred and shall not exceed 40 years;

AND WHEREAS clause 408 (4)(a) of the Act provides that a debenture by-law shall provide for raising in each year as part of the general upper-tier levy or the general municipality levy the amounts of principal and interest payable in each year under the by-law to the extent that the amounts have not been provided for by other taxes or by fees or charges imposed on persons or property by a by-law of any municipality and clauses 408 (4) (b) and (c) provide that a debenture by-law shall include provisions that contemplate the payment of principal and interest in each year. Subsection 408 (5) of the Act further provides that the total amount of principal and interest that must be raised in a year under clause 408 (4)(a) of the Act does not include any outstanding amount of principal specified as payable on the maturity date of a debenture if one or more refinancing debentures are issued by the municipality on or before the maturity date in respect of the outstanding principal;

AND WHEREAS OILC has invited Ontario municipalities wishing to obtain debt financing in order to meet capital expenditures incurred or to be incurred in connection with eligible capital works, to make an application to OILC for such financing by completing and submitting an application in the form provided by OILC (the “**Application**”);

AND WHEREAS the Council of the Municipality has passed the by-law(s) enumerated in column (1) of Schedule “A” attached hereto and forming part of this By-law (“**Schedule “A”**”) authorizing the capital work(s) described in column (2) of Schedule “A” (the “**Capital Work(s)**”) in the respective amount of the estimated expenditure set out in column (3) of Schedule “A” (the “**Estimated Expenditure**”) and authorizing long-term borrowing pursuant to the issuance of debentures for the Capital Work(s) in a principal amount which does not exceed the respective maximum debenture amount set out in column (4) of Schedule “A” (the “**Maximum Debenture Amount**”);

AND WHEREAS before the Council of the Municipality approved the Capital Work(s) in accordance with section 4 of Ontario Regulation 403/02 (the “**Regulation**”), the Council of the Municipality had its Treasurer calculate an updated limit in respect of its then most recent annual debt and financial obligation limit received from the Ministry of Municipal Affairs and Housing (as so updated, the “**Updated Limit**”), and the Treasurer calculated the estimated annual amount payable in respect of the Capital Work(s) based on long-term financing for such Capital Work(s) in an amount that did not exceed the respective Maximum Debenture Amount for the Capital Work(s), and determined that the estimated annual amount payable in respect of each respective Maximum Debenture Amount, did not cause the Municipality to exceed the Updated Limit, and accordingly the approval of the Ontario Land Tribunal, pursuant to the Regulation, was not required before any such Capital Work(s) was authorized by the Council of the Municipality;

AND WHEREAS the Municipality has completed and submitted, or is in the process of completing and submitting, the Application to request financing for the Capital Work(s) by way of long-term borrowing through the issue of debentures to OILC;

AND WHEREAS OILC has accepted and has approved, or will notify the Municipality only if it accepts and approves, the Application, as the case may be;

AND WHEREAS at least five (5) business days prior to the passing of the debenture by-law in connection with the issue of Debentures as defined below, OILC will provide the Municipality with a rate offer letter agreement in OILC’s standard form (the “**Rate Offer Letter Agreement**”).

NOW THEREFORE THE COUNCIL OF THE CORPORATION OF THE
COUNTY OF GREY ENACTS AS FOLLOWS:

1. The Council of the Municipality hereby confirms, ratifies and approves the execution by the Treasurer of the Application and the submission by such authorized official of the Application, duly executed by such authorized official, to OILC for the long-term financing of the Capital Work(s) in an amount that does not exceed \$4,418,400 (the aggregate of the Maximum Debenture Amount(s) set out in column (4) of Schedule “A”), substantially in the form of Schedule “B” attached hereto and forming part of this By-law, with such changes thereon as such authorized official may hereafter approve, such execution and delivery to be conclusive evidence of such approval.
2. The Head of Council and the Treasurer are hereby authorized to negotiate and enter into, execute and deliver for and on behalf of the Municipality the Rate Offer

Letter Agreement on such terms and conditions as such authorized officials may approve, such execution and delivery to be conclusive evidence of such approval.

3. Subject to the terms and conditions of the Rate Offer Letter Agreement and such other terms and conditions as OILC may otherwise require, the Head of Council and the Treasurer are hereby authorized to long-term borrow for the Capital Work(s) and to issue debentures, including refinancing debentures, if applicable, to OILC on the terms and conditions provided in the Rate Offer Letter Agreement and on such other terms and conditions as such authorized officials may approve (the “**Debentures**”); provided that the principal amount of the Debentures issued in respect of the Capital Work(s) does not exceed the respective Maximum Debenture Amount for each such Capital Work.
4. In accordance with the provisions of section 25 of the *Ontario Infrastructure and Lands Corporation Act, 2011*, as amended from time to time hereafter, the Municipality is hereby authorized to agree in writing with OILC that the Minister of Finance is entitled, without notice to the Municipality, to deduct from money appropriated by the Legislative Assembly of Ontario for payment to the Municipality, amounts not exceeding the amounts that the Municipality fails to pay to OILC on account of any unpaid indebtedness of the Municipality to OILC in respect of the Debentures and to pay such amounts to OILC from the Consolidated Revenue Fund.
5. The Municipality shall provide for raising in each year as part of the general levy, the amounts of principal and interest payable in each year in respect of any Debenture outstanding, to the extent that the amounts have not been provided for by any other available source including other taxes or fees or charges imposed on persons or property by a by-law of any municipality, subject to the ability of the Municipality to issue one or more refinancing debentures on or before the maturity date in respect of the outstanding principal, if applicable.
6. The Head of Council and the Treasurer are hereby authorized to enter into, execute and deliver the Rate Offer Letter Agreement and to issue the Debentures, one or both of the Clerk and the Treasurer are hereby authorized to generally do all things and to execute all other documents and papers in the name of the Municipality in order to perform the obligations of the Municipality under the Rate Offer Letter Agreement and to issue the Debentures, and the Clerk or the Treasurer is authorized to affix the Municipality’s municipal seal to any such documents and papers.
7. The money realized in respect of the Debentures, including any premium, and any earnings derived from the investment of that money, after providing for the expenses related to the issue of the Debentures, if any, shall be apportioned and applied to the respective Capital Work and to no other purpose except as permitted by the Act.
8. This By-law takes effect on the day of passing.

ENACTED AND PASSED this 13th day of August, 2026.

WARDEN: Andrea Matrosovs

CLERK: Tara Warder

**Schedule “A”
to By-Law Number 5296-26**

	(1)	(2)	(3)	(4)
<u>Item #</u>	<u>Authorizing By-Law Number</u>	<u>Description of Capital Work</u>	<u>Estimated Expenditure</u>	<u>Maximum Debenture Amount</u> (cannot exceed the Estimated Expenditure)
			\$	\$
1	5203-24	Durham Paramedic Base	2,750,000	2,195,300
2	5254-25	Feversham Paramedic Base	2,392,900	2,223,100
3				
4				
5				

**Schedule “B”
to By-Law Number 5296-26**



Webloans Loan Application PDF

Application for Grey, The Corporation of The County of

Projects

Loan Application ID	Project Name	Construction/Purchase Start	Construction/Purchase End	Project Cost	OILC Loan Amount
0	Durham Paramedic Base	11/01/2024	05/31/2026	\$2,750,000.00	2,195,300.00
0	Feversham	12/01/2025	02/28/2027	\$2,392,900.00	2,223,100.00

Details of Project Durham Paramedic Base

Project Category Municipal Other Infrastructure

Work Type Ambulance

Project Name Durham Paramedic Base

Construction/Purchase Start 11/01/2024

Construction/Purchase End 05/31/2026

Energy Conservation ☐

Project Address 1 395 Honour Drive

Project Address 2

City / Town Durham

Province ON

Postal Code N0G 1R0

Description

Please provide a description of the project and the specific expenditures for which financing is being requested.

Construction of a new paramedic base in the town of Durham Ontario that is 3 times the size of the space previously rented to service this area. Financing is being request cover a portion of Construction, finance

Comments and/or Special Requests

(For HEW projects, please specify the initial fixed interest term of the debenture amortization period (e.g. the first 10/20/30 years in a 40 year amortization period)

Useful Life of Asset (Years) 75

Project Financial Information

Type of Financing Long-term only

Payment Frequency Quarterly

Project Cost (A) \$2,750,000.00

Other Project Funding / Financing (B):

Description	Timing	Amount
Grey County Municipal funding	Existing	\$554,700.00
Other Project Funding/Financing Total (B)		\$554,700.00
OILC Loan Amount (A-B)		\$2,195,300.00

Only include long-term borrowing in this section

Required Date	Amount	Term	Type
11/01/2026	\$2,195,300.00	15	Amortizing
Long-term Borrowing Total	\$2,195,300.00		

Details of Project Feversham

Project Category Municipal Other Infrastructure

Work Type Ambulance

Project Name	Feversham
Construction/Purchase Start	12/01/2025
Construction/Purchase End	02/28/2027
Energy Conservation	☐
Project Address 1	494154 County Road 2
Project Address 2	
City / Town	Feversham
Province	ON
Postal Code	N0C1M0
Description	Construction of a new paramedic base in Feversham Ontario. This a new facility to enhance paramedic response times across the County
Comments and/or Special Requests	
Please provide a description of the project and the specific expenditures for which financing is being requested. (For HEW projects, please specify the initial fixed interest term of the debenture amortization period (e.g. the first 10/20/30 years in a 40 year amortization period)	
Useful Life of Asset (Years)	50

Project Financial Information

Type of Financing	Long-term only
Payment Frequency	Quarterly
Project Cost (A)	\$2,392,900.00

Other Project Funding / Financing (B):

Description	Timing	Amount
Grey County Municipal funding	Existing	\$169,800.00
Other Project Funding/Financing Total (B)		\$169,800.00
OILC Loan Amount (A-B)		\$2,223,100.00

Only include long-term borrowing in this section

Required Date	Amount	Term	Type
04/30/2027	\$2,223,100.00	15	Amortizing
Long-term Borrowing Total		\$2,223,100.00	

Debt and Re-payments Summary

Has there been any new/undisclosed debt acquired since last FIR was submitted? ☐ Yes ☒ No

Please describe any re-financing plans for any existing "interest only" debt, if applicable.

Non Re-payments of Loans or Debenture

In the last 10 years, has the borrower ever failed to make a loan payment or debenture repayment on time to any lender, including the Provincial Government?

If yes, please provide details.

No

OILC Loan Repayment Information

Please indicate the source(s) of revenue you plan to use to repay the OILC Loan

Taxation	80.00
User Fees	0.00
Service Charges	0.00
Development Charges	20.00
Connection Fees	0.00
Repayment Subsidies	0.00

Other	
Total	100.00%

Documentation and Acknowledgements

Please ensure all required documents are submitted with the signed application. OILC requires originals as noted below to be mailed or couriered. Also, please retain a copy of all documents submitted to OILC for your records.

To obtain templates for documents see listed below:

- Loan Application Signature Page signed and dated by the appropriate individual (original to be submitted)
- Certificate and sealed copy of OILC template By-law authorizing project borrowing and applying for a loan (original with seal)
- Certificate of Treasurer Regarding Litigation using the OILC template (original, signed & sealed)
- Updated Certified Annual Repayment Limit Calculation (original)

☒ I acknowledge and agree that all of the above referenced documents must be submitted in the form required by OILC and understand that the application will not be processed until such documents have been fully completed and received by Infrastructure Ontario.

Please note: OILC retains the right to request and review any additional information or documents at its discretion.

Confidential Information

OILC is an institution to which the Freedom of Information and Protection of Privacy Act (Ontario) applies. Information and supporting documents submitted by the Borrower to process the loan application will be kept secure and confidential, subject to any applicable laws or rules of a court or tribunal having jurisdiction.

Infrastructure Ontario

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Corporation of the County of Grey

By-law 5297-26

A By-law to authorize the granting of an easement in favour of the Township of Southgate and a donation agreement between the Corporation of the County of Grey and the Township of Southgate to convey lands forming part of the CP Rail Trail

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 on February 27, 2025, the Council of the County of Grey adopted resolution CC12-25, endorsing the February 13, 2025 recommendations of Committee of the Whole, which supported the preparation of agreements between the County of Grey and the Township of Southgate for the purposes of conveying four road crossings on the CP Rail Trail to the Township of Southgate and lowering a section of the trail in Dundalk to facilitate the Eco Parkway Extension;

AND WHEREAS on July 23, 2026, Committee of the Whole provided support for resolution CW118-26, to incorporate the granting of a watermain easement along the CP Rail Trail in Dundalk into the agreement with the Township of Southgate, along with the previously authorized road crossings of the CP Rail Trail to facilitate the Eco Parkway extension;

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

1. That the Warden and Clerk are hereby authorized and directed to execute all documents as may be necessary to complete the transfer of the property and

granting of the easement described in Schedule 'A' to this By-law, including the donation agreement attached hereto as Schedule 'B';

2. That the agreement attached hereto as "Schedule B" forms part of this by-law.

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

ENACTED AND PASSED this 13th day of August, 2026.

WARDEN: Andrea Matrosovs

CLERK: Tara Warder

Schedule 'A' to By-law 5297-26

All those lands comprising of:

- Part of Lots 240 Concession 1 South West of the Toronto Sydenham Road, geographic Township of Proton, Township of Southgate being Part 6 on Reference Plan 16R-11871, being part of the lands presently bearing PIN 37268-0507 (R)
- Part of Lots 236-237 Concession 2 South West of the Toronto Sydenham Road, geographic Township of Proton, Township of Southgate being Part 22 on Reference Plan 16R-11871, being part of the lands presently bearing PIN 37268-0610 (LT)

Together with an easement over Part of Lot 232, 233, 234, 235 and 236, geographic Township of Proton, being that portion of PIN 37268-0610 East of Part 1, Plan 16R-10743 extending easterly along the PIN 37268-0610 (LT) to the Western limit of Part 22, Plan 16R-11871; Township of Southgate, County of Grey

THIS DONATION AGREEMENT made as of this day of August, 2026

BETWEEN:

The Corporation of the County of Grey

(hereinafter called the “County”)

- and -

The Corporation of the Township of Southgate

(hereinafter called “Southgate”)

(each being a “Party” and together being the “Parties”)

WHEREAS the County is the registered owner of certain lands situated in the Township of Southgate (geographic Township of Proton) in the County of Grey legally described as:

- Part of Lot 233-239 Concession 2 South West of the Toronto Sydenham Road as in R492286 being the thirdly, fourthly, sixthly and seventhly described lands; and Part of Lot 232 Concession 2 South West of the Toronto Sydenham Road, presently bearing PIN 37268-0610 (LT); and
- Part of Lot 240 Concession 2 South West of the Toronto Sydenham Road, presently bearing PIN 37268-0540 (R); and
- Part of Lot 240 Concession 2 South West of the Toronto Sydenham Road, presently bearing PIN 37268-0507 (R);

all located in the Geographic Township of Proton, Township of Southgate (collectively referred to as the “**County Lands**”);

AND WHEREAS the County Lands comprise a portion of a recreational trail established by the County which is used by the public for many recreational activities including cycling, hiking, walking, ATV and off-road motorcycle use in designated areas, cross country skiing, equestrian, snowshoeing and snowmobiling (the “**Rail Trail**”);

AND WHEREAS the County Lands are in close proximity to Southgate’s municipal road allowance known as Eco Parkway (being referred to as the “**Eco Parkway**”);

AND WHEREAS Southgate plans to extend Eco Parkway to connect to the Kings Highway 10 (the “**Eco Parkway Extension**”);

AND WHEREAS the County hereby agrees to donate a portion of the County Lands to Southgate as shown as Part 6 being approximately 0.052 hectares in size, and Part 22, being approximately 0.079 hectares in size, on the Reference Plan being more particularly described in Schedule “A” hereto (the “**Property**”) in support of its use as a future public highway to support the Eco Parkway Extension;

AND WHEREAS Southgate has offered to purchase a non-exclusive permanent easement (called the “**Watermain Easement**”) upon, under, along, over and across a portion of the County Lands, for the purposes of constructing, installing, repairing, replacing, operating and maintaining a watermain system (called the “**Works**”).

AND WHEREAS Southgate hereby offers to acquire the Property and the Watermain Easement from the County on the terms and conditions hereinafter set out;

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

1.0 Definitions

- 1.1 In this agreement, the following terms and expressions have the following meanings:
- a) **"Acceptance Date"** means the date of this Agreement;
 - b) **"Agreement"** means this Donation Agreement and all schedules forming part of the Agreement;
 - c) **"Business Day"** means a day on which the County's administrative office in Owen Sound is open for the conduct of administrative business;
 - d) **"Closing"** or **"Closing Date"** means the date which is the later of: (i) thirty (30) Business Days after the Acceptance Date; or (ii) fifteen (15) Business Days following deposit of the Reference Plan, unless otherwise agreed to in writing between the Parties;
 - e) **"Encumbrances"** means any encumbrance, caveat, lien, charge, hypothec, pledge, mortgage, reservation, easement, privilege or any option, privilege or contract to create any of the foregoing on or in respect of the Property;
 - f) **"Option to Repurchase Property Agreement"** has the meaning ascribed to it in Section 8.1, the form of which is set out in Schedule "D" hereto;
 - g) **"Purchase Price"** means the total consideration as set out in Section 3.1 of this Agreement;
 - h) **"Reference Plan"** means Plan 16R-11871, a copy of which is attached hereto as Schedule "E";
 - i) **"Watermain Easement"** means the easement described in Section 7.2, the form of which is set out in Schedule "C" hereto;
 - j) **"Watermain Easement Lands"** means those lands comprised of a portion of the County Lands between the easterly limit of Hagan Street East and the Westerly limit of Part 22 on the Reference Plan;
- 1.2 The terms defined in the recitals above have the same meaning as if defined here at length.
- 1.3 The following documents ("Schedules") are appended to this agreement and are incorporated by reference as though contained in the body of this agreement:
- a) Schedule "A" – The Property
 - b) Schedule "B" – Retained Easement Terms
 - c) Schedule "C" – Watermain Easement Terms
 - d) Schedule "D" – Option to Repurchase Property Agreement
 - e) Schedule "E" – Reference Plan.
- 1.4 Unless expressly stated otherwise in a Schedule, wherever any term or condition, express or implied, of a Schedule conflicts or is at variance with any term or condition in the body of this Agreement, such term or condition in the body of the Schedule prevails.

2.0 Purchase and Sale

- 2.1 Subject to the terms of this Agreement, the County agrees to transfer to Southgate the Property subject to a retained easement as set out herein, and to grant Southgate the Watermain Easement as set out in Section 7.2 herein, and Southgate agrees to accept the same.

3.0 Purchase Price

- 3.1 The Purchase Price payable by Southgate to the County for the Property and the Watermain Easement is Two Dollars (\$2.00) plus HST, if applicable.
- 3.2 The Parties agree that any and all fixtures, improvements, trees or shrubs within the Property are included in the Purchase Price. The Parties agree that there are no items to be excluded from this transaction.
- 3.3 The County acknowledges receipt of the amount of Two Dollars (\$2.00) as a deposit to be credited against the Purchase Price on Closing.
- 3.4 The balance of the Purchase Price, after adjustments, shall be paid prior to 4:00 p.m. on the Closing Date, by Southgate to the County, by way of a cheque made payable to the County's solicitor or as they may direct.

4.0 Access

- 4.1 Subject to the provisions of section 4.2 below, the County shall permit Southgate and its engineers, consultants, contractors, employees or other authorized representatives, including the applicable electrical authority (collectively, the "Southgate Parties") to enter onto the Property and the Watermain Easement Lands at any time to complete such inspections, surveys, or tests required by Southgate. Southgate agrees to defend, indemnify and hold harmless the County for any and all liability arising as a result of the Southgate Parties and any other authorized representatives or invitees, entering onto any portion of the Property and the Watermain Easement Lands.
- 4.2 Southgate acknowledges that the Rail Trail is used by the County, its officers, employees, residents, volunteers, contractors, visitors, residents, and licensees, and agrees that prior to conducting any inspections, surveys, or tests on the Property and the Watermain Easement Lands, it and the Southgate Parties shall consult with the County for such activities to take place on the Property or Watermain Easement Lands which would interfere with any use of the Rail Trail. Southgate shall consult with the County at least Five (5) Business Days prior to any construction activities intended to take place on the Property or the Watermain Easement Lands which would interfere with any use of the Rail Trail to ensure that the County may post appropriate notices to trail users of the intended closure. The County agrees that such consent shall not be unreasonably withheld, and Southgate agrees that it shall be reasonable for the County to withhold such consent if it would impair the safe operation of the Rail Trail.

5.0 Title Matters

- 5.1 Southgate acknowledges and agrees that:
- a) It has satisfied itself with respect to the applicable land use regulations and agrees to accept the Property and the Watermain Easement subject to such existing zoning and other land use policies and regulations.
 - b) It shall not call for the production of any title deed, abstract, survey or other evidence of title to the Property, except those that are in the possession or control of the County.

- c) It shall accept the Property and the Watermain Easement subject to any and all Encumbrances, all easements, options and notices provided for herein, and agrees not to call into question title to the Property on the basis thereof.
 - d) It shall acquire the Property and the Watermain Easement in an "As Is, Where Is" basis, including improvements, structures, trees and shrubs, and as further set out below.
- 5.2 In agreeing to purchase the Property and the Watermain Easement in an "As Is, Where Is" basis, Southgate acknowledges and agrees that:
- a) The County makes no representations to Southgate as to the zoning of the Property of the Watermain Easement Lands or any improvements or structures, whether for the intended use or otherwise.
 - b) The County shall have no responsibility whatsoever to remedy any defect, comply with any work order or complete any unfinished work.
 - c) The County makes no representations or warranties whatsoever, either expressed or implied, as to the existence or non-existence of any asbestos, PCB's, radioactive substances or any other substances, liquids or materials or contaminants which may be hazardous or toxic or require removal and disposal pursuant to the provisions of any applicable legislation, and that Southgate is relying upon its own investigations, if any, in this regard.
 - d) Southgate has inspected the Property and the Watermain Easement Lands prior to the Closing Date and is relying on its own due diligence as to the condition of the Property and the Watermain Easement Lands and any improvements.
- 5.3 Southgate covenants and agrees that, effective as of the Closing Date, Southgate shall forever release, waive, and discharge the County and its successors and assigns from and against all losses, damages, claims, demands, fines, liabilities, actions, suits, in any way arising, directly or indirectly by reason of the presence on the Property or the Watermain Easement Lands of any contaminant, pollutant, dangerous substance wastes (liquid or solid) or toxic substance (collectively the "**Substances**") or the escape thereof in the air or onto adjacent properties or property including rivers, streams, and ground waters, whether produced, created or generated before or after the Closing Date and such release, waiver, discharge shall include any order, decree, judgment or demand under law, regulation or order applicable thereto.
- 5.4 Southgate, its successors and assigns, hereby agree to defend, indemnify and hold harmless the County, its successors and assigns from any and all losses, damages, claims, demands, fines, liabilities, actions, suits arising out of or in any way connected with any state, quality or condition in, or of, the Property and the Watermain Easement Lands, including, but not limited to, the existence of any Substances existing as of, or prior to the Closing Date and thereafter, whether environmental or otherwise, whether imposed by law, equity or any federal, provincial or municipal law, rules or regulations or by any regulatory authority.
- 5.5 The provisions of this section shall survive closing and any subsequent sale or transfer of Southgate's interest in the Property and the Watermain Easement Lands.

6.0 Representations and Warranties

- 6.1 The County hereby represents, warrants and agrees to and with Southgate subject to the limitation, if any, expressed below as follows:
- a) The County is now and at the Closing Date will be a municipal corporation existing in good standing under the laws of the Province of Ontario with full corporate power, authority and capacity to accept this Agreement and to carry out the transaction contemplated under this Agreement.
 - b) The County will at the Closing Date have full and absolute right and power to convey and transfer to Southgate or cause to be conveyed or transferred to Southgate title to the Property.
 - c) That no buildings on the Property, if any, have been or are now insulated in whole or in part with asbestos, urea formaldehyde foam or any similar type substance or insulation.
- 6.2 Southgate hereby represents, warrants and agrees to and with the County subject to the limitation, if any, expressed below as follows:
- a) Southgate is now and at the Closing Date will be a municipal corporation existing in good standing under the laws of the Province of Ontario with full corporate power, authority and capacity to accept this Agreement and to carry out the transaction contemplated under this Agreement.
 - b) Southgate acknowledges having the opportunity to inspect the Property and the Watermain Easement Lands prior to entering into this Agreement and understands that upon approval of this Agreement by County Council, it shall be a binding agreement between the County and Southgate.
 - c) That except as set out herein, it shall assume operational, legal, and financial responsibility for the construction, use and maintenance of the Property and the Works.
 - d) It shall be responsible for installing signage and gates at the Property, commensurate with other Rail Trail crossings in the Township of Southgate at its sole and absolute expense.
 - e) That any material removed from the Property, whether or not the same may be contaminated, shall be removed and, if necessary, treated, at its sole expense.
 - f) That, upon Closing the transfers as set out in section 2.1, it is fully satisfied as to all matters in respect of the suitability of the Property for the development and construction of the proposed Eco Parkway Extension and the suitability of the Watermain Easement Lands for the Works.

7.0 Easements

- 7.1 From and after the Closing Date, the use of the Property will be shared between the County and Southgate. On Closing, the County shall reserve and register an easement over the Property for vehicular and pedestrian access, access for construction vehicles serving the Rail Trail, and provision of utility and communication services, the particulars of which are set out in Schedule "B" hereto.
- 7.2 From and after the Closing Date, but subject to section 7.4 below, the Watermain Easement shall permit Southgate to construct, operate and maintain a watermain system within the Watermain Easement Lands provided that Southgate consults with the County in accordance with section 4.2 of this Agreement. On Closing, the County shall grant the Watermain Easement, the particulars of which are set out in Schedule "C" hereto.

- 7.3 All construction and maintenance costs associated with the Works, shall be borne by Southgate.
- 7.4 Southgate agrees that, in the event that the Works are not constructed by a date which is five years after the date of this Agreement, it shall surrender to the County all of its right, title, and interest in the Watermain Easement. Southgate hereby irrevocably authorizes the County to register on title any notice or instrument in respect of any such surrender as may be necessary to give effect to the provisions of this section.

8.0 Option to Repurchase

- 8.1 Southgate agrees that, subject to the terms of the Option to Repurchase Property Agreement, if prior to May 31, 2031 it has not dedicated the Property as a public highway under the jurisdiction of Southgate, it shall, upon Notice from the County, transfer ownership of the Property back to the County at the same Purchase Price as agreed to herein in accordance with the terms of the Option to Repurchase Property Agreement. The parties agree to execute the Option to Repurchase Property Agreement in the form attached as Schedule "D" (the "Option to Repurchase Property Agreement") to further establish the terms of such transfer of the Property to the County, prior to or on the Closing Date. Southgate hereby authorizes the County to register the Option to Repurchase Property Agreement as a Notice on title to the Property, subject to approval of such Notice by Southgate, which approval shall not be unreasonably withheld.

9.0 Closing

- 9.1 Closing shall take place upon the following terms:
- a) **Covenants** – The County covenants and agrees with Southgate as follows:
- i) In addition to the documentation referred to in this Agreement, to provide the following documents on the Closing Date:
 - Transfer/Deed of Land;
 - Bill of Sale with respect to all chattels (if any);
 - Registrable easements for the easement set out in Schedule "C" hereto.
 - ii) Subject to the permissions granted to the County through reservation of the easement as set out herein, to provide Southgate with vacant possession of the Property on the Closing Date;
 - iii) To provide Southgate on the Closing Date evidence in a form satisfactory to Southgate that on the Closing Date the County is the beneficial owner of the Property and is a resident of Canada for purposes of determining its liability for tax pursuant to the Income Tax Act;
 - iv) To provide Southgate with satisfactory evidence on the Closing Date that the Seller is in compliance with the provisions of the Family Law Act;
 - v) To discharge at its sole cost and expense, all mortgages, liens and encumbrances registered on title to the Property

on or before the Closing Date, save and except the encumbrances and other interests described herein; and

- vi) To convey to Southgate all fixtures and chattels affixed to, located on and used in conjunction with the Property on the Closing Date, all such fixtures and chattels to be free and clear of all encumbrances.
- b) **Title** - Southgate shall be allowed up to and including the tenth day prior to the Closing Date to examine the title to the Property at its own expense.
- c) **Planning Act** - Provided that this Agreement shall be effective to create an interest in the Property only if the provisions of the *Planning Act* are complied with by the County on or before the Closing Date.
- d) **Damage** - The Property and all other things being purchased shall be and remain until the Closing Date at the risk of the County. The County shall hold all insurance policies, if any, and the proceeds thereof in trust for the Parties as their interests may appear and in the event of damage, Southgate may either terminate this Agreement whereupon the Deposit shall be returned forthwith to Southgate or else take the proceeds of any insurance and complete the transaction.
- e) **Risk** - From and including the Closing Date, the Property shall be entirely at the risk of Southgate and Southgate shall accept and assume all responsibilities and liabilities arising out of or in any way connected with the Property whether they arose before, on or after the Closing Date and, without being limited by the foregoing, include any state, nature, quality or condition in, on under or near the Property existing on Closing, whenever and however arising, whether known or unknown environmental or otherwise, and whether such responsibilities and liabilities are imposed by law, equity or any authority.
- f) **HST** - Southgate agrees that it will be as at the Closing Date a registrant for Harmonized Sales Tax (HST) under the Excise Tax Act, R.S.C. 1985, as amended, and will provide evidence of same in form and substance reasonably satisfactory to the County or its lawyers at the Closing Date, including without limitation, a statutory declaration sworn by a senior officer of Southgate confirming Southgate's HST registration number and that such registration continues to be in full force and effect and an indemnity to the County for any HST claimed from the County in the event Southgate does not pay the HST payable by it in respect of this transaction.
- g) **Electronic Registration** – The Parties acknowledge that the Teraview Electronic Registration System ("TERS") is operative and mandatory in the Land Registry Office for the Land Titles Division of Grey No.16. The Parties shall each retain a lawyer who is an authorized TERS user and who is in good standing with The Law Society of Ontario. The Parties shall each authorize their respective lawyer to enter into a document registration agreement in a form provided for on the website of the Law Society of Ontario as a current form of such agreement. The delivery and exchange of documents and closing funds and the release thereof to Southgate and the County, as the case may be:
 - i) shall not occur contemporaneously with the registration of the Transfer/Deed of land and other registrable documentation, if any; and

- ii) shall be governed by the document registration agreement pursuant to which lawyer receiving any documents or funds will be required to hold same in escrow and will not be entitled to release except in strict accordance with provisions of the document registration agreement.
- h) The Parties acknowledge that the multiple registrations required for this Agreement (Transfer, Easement in Gross, Watermain Easement, Option to Purchase) will not be registrable at the same time. In the event that the Parties and their lawyers mutually agree that registrations shall occur in a staged fashion at different times, the Parties agree that all registrations shall be completed as soon as possible and time shall be of the essence.

10.0 Financial Arrangements

- 10.1 Southgate shall not be liable or responsible in any way for any agent's or broker's fees in connection with the Agreement which are payable by the County;
- 10.2 Southgate shall be responsible for the payment of Land Transfer Tax and registration fees and any other taxes and fees payable in connection with the registration of the Transfer/Deed of the Property.
- 10.3 Southgate shall pay its own legal costs, disbursements, and registration costs. The County is responsible to pay all of its own legal costs and disbursements including those of the County's External legal counsel associated with the transfer and this agreement.
- 10.4 Southgate shall be responsible for all costs associated with the preparation of a legal survey as may be required to define the Property and the Watermain Easement Lands.
- 10.5 The County shall be responsible for all costs associated with the preparation of a legal survey as may be required on the County Lands in order to convert a portion of the Property from the former Land Registry System to the current Land Titles System.

11.0 Time

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

12.0 Covenants to Survive Closing

- 12.1 Notwithstanding any presumption to the contrary, all covenants, conditions, warranties and representations contained in this Agreement which by their nature either impliedly or expressly involve performance in any particular after the Closing Date or which cannot be ascertained to have been fully performed until after the Closing Date shall survive Closing.
- 12.2 Without limiting the generality of Section 12.1, the following provisions of this Agreement are expressly agreed to survive Closing:

Articles 1.0, 4.0 to 16.0 inclusive, all in their entirety.

13.0 Notice

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

For Southgate:

Township Clerk
Township of Southgate
185667 Grey County Road 9
Dundalk, ON N0C 1B0
Fax: 519-923-9262
Email: lgreen@southgate.ca

For the County:

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

- 13.2 Any notice to be given by either Party to the other shall, in the absence of proof to the contrary, be deemed to have been received by the addressee:
- a) if delivered personally on a Business Day, then on the day of delivery;
 - b) if sent by prepaid registered post, then on the second day following the registration thereof;
 - c) if sent by ordinary mail, then on the fifth Business Day following the date on which it was mailed; or
 - d) 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.

14.0 Dispute Resolution

- 14.1 A dispute between the Parties relating to the interpretation or implementation of this Agreement will be addressed through good faith negotiation, with or without the assistance of a mediator. The Parties agree that in the event that they are not able to reach a resolution of all the matters in dispute after mediation, then the matters remaining in dispute will be finally determined by arbitration in accordance with the provisions of the Ontario Arbitrations Act.
- 14.2 The location for any such arbitration hearing will be within the County of Grey at a location to be determined by the County.

15.0 Interpretation

- 15.1 Any reference in this agreement to gender includes all genders, and words importing the singular include the plural and vice versa.
- 15.2 The division of this agreement into Sections and the insertion of headings are for convenient reference only and are not to affect or otherwise be used in the construction or interpretation of this agreement.

- 15.3 All monetary amounts in this agreement, unless otherwise specifically indicated, are stated in Canadian currency.
- 15.4 Unless otherwise specifically indicated, any reference to a statute in this agreement refers to that statute and to the regulations made under that statute as at the date of this agreement and the closing date, as the same may, from time to time, be amended, re-enacted or replaced.

16.0 General

- 16.1 The determination by an arbitrator or court as to invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision hereof and any such invalid or unenforceable provision shall be deemed to be severable.
- 16.2 This Agreement is made pursuant to and shall be governed by and construed in accordance with the laws of the Province of Ontario and shall be treated in all respects as an Ontario contract.
- 16.3 None of the terms, conditions or provisions of this Agreement shall be held to have been changed, waived, varied, modified or altered by any act or statement of either Party, its respective agents, servants or employees unless done so in writing signed by the Parties.
- 16.4 This Agreement shall enure to the benefit of and be binding upon the Parties hereto and their respective successors, successors in title, and permitted assigns.
- 16.5 Neither Party may assign all or any part of this Agreement without the written approval of the other Party.
- 16.6 The failure or delay by a Party in enforcing, or insisting upon strict performance of, any provision of this agreement does not constitute a waiver of such provision or in any way affect the enforceability of this agreement (or any of its provisions) or deprive a Party of the right, at any time or from time to time, to enforce or insist upon strict performance of that provision or any other provision of this agreement. No term, agreement, provision, obligation or condition of this Agreement shall be deemed to have been waived by any Party, unless such waiver is in writing and signed by an authorized representative of such Party.
- 16.7 No waiver of any provision of the Agreement shall be deemed to or shall constitute a waiver of any other provisions, whether or not similar, nor shall such waiver constitute a continuing waiver unless expressly provided.
- 16.8 Each Party will, at the request of the other Party, execute and deliver such additional documents and other assurances and perform or cause to be performed such further and other acts or things as may be reasonably required to give effect to and carry out the intent of this agreement.
- 16.9 When calculating the period of time within which or following which any act is to be done or step taken pursuant to this Agreement, the date which is the reference date in calculating such period shall be excluded. If the last day of such period is a non-Business Day, the period in question shall end on the next Business Day.
- 16.10 This Agreement constitutes the entire agreement between the Parties regarding the transfer of the Property from the County to Southgate and supersedes all prior agreements, understandings, negotiations and discussions relating to the subject matter thereof, whether oral or written. There are no representations, warranties, covenants, conditions or other

agreements, express or implied, collateral, statutory or otherwise, between the Parties relating to the subject matter hereof except as specifically set forth in this Agreement.

- 16.11 The Parties have participated jointly in the negotiation and drafting of this Agreement. If an ambiguity or a question of intent or interpretation arises, this Agreement is to be construed as if drafted jointly by the Parties. No presumption or burden of proof should arise in respect of any Party by virtue of the drafting or inclusion of any provision of this agreement.
- 16.12 This Agreement may be executed in any number of counterparts, each of which is an original and all such executed counterparts taken together constitute a single document. Counterparts may be transmitted by fax or in electronically scanned form. Parties transmitting by fax or electronically will also deliver the original counterpart to the other Party, but failure to do so does not invalidate this Agreement.

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

The Corporation of the County of Grey

Andrea Matrosovs, Warden

Tara Warder, Clerk

We have the authority to bind the Corporation.

The Corporation of the Township of Southgate

Brian Milne, Mayor

Lindsay Green, Clerk

We have the authority to bind the Corporation.

SCHEDULE "A"

LEGAL DESCRIPTION OF PROPERTY

All those lands comprising of:

- Part of Lots 240 Concession 1 South West of the Toronto Sydenham Road, geographic Township of Proton, Township of Southgate being Part 6 on Reference Plan 16R-11871, being part of the lands presently bearing PIN 37268-0507 (R)
- Part of Lots 236-237 Concession 2 South West of the Toronto Sydenham Road, geographic Township of Proton, Township of Southgate being Part 22 on Reference Plan 16R-11871, being part of the lands presently bearing PIN 37268-0610 (LT)

SCHEDULE "B"

RETAINED EASEMENT TERMS

RESERVATION OF EASEMENT IN GROSS

The Transferor reserves a permanent, free and unobstructed right, licence, privilege and easement in perpetuity for ingress to and egress by all persons, animals and vehicles in common with the Transferee and all others entitled thereto, through, over, along and upon the lands legally described as: all those lands comprising of:

- Part of Lots 240 Concession 1 South West of the Toronto Sydenham Road, geographic Township of Proton, Township of Southgate being Part 6 on Reference Plan 16R-11871, being part of the lands presently bearing PIN 37268-0507 (R)
- Part of Lots 236-237 Concession 2 South West of the Toronto Sydenham Road, geographic Township of Proton, Township of Southgate being Part 22 on Reference Plan 16R-11871, being part of the lands presently bearing PIN 37268-0610 (LT)

(collectively referred to as the "Servient Tenement")

to allow (1) the installation of all manner of utility and communication facilities by any person authorized by the Transferor and either below the surface or above the surface on utility or communication poles and allowing the Transferor, its employees, invitees and contractors access for themselves and all machinery and equipment necessary or advisable for the purpose of installing and maintaining such utility or communication facilities; and (2) to the extent that the Servient Tenement are not dedicated as a public highway by the Transferee, any person to enter and use the Servient Tenement as part of the recreational trail on the Dominant lands.

The Transferor shall, at its own expense as soon as reasonably possible after the construction of its communication or utility services or other exercise of its rights, restore the Servient Tenement to its former state so far as is reasonably practicable.

The rights, licence, privilege and easement hereby granted shall extend to and be binding upon, and enure to the benefit of the heirs, personal representatives, transferees, successors and assigns of the Transferor, Transferee and all other owners of the Servient Tenement and whenever the plural or masculine is used, it shall be construed as if the singular, feminine or neuter as the case may be, has been used, where the context or the party or parties hereto so require and the rest of the sentence shall be construed as if the grammatical or terminological changes thereby rendered necessary have been made.

This easement shall be registered on the Servient Tenement and is an easement in gross authorized by the *Ontario Trails Act*, 2016.

SCHEDULE "C"

WATERMAIN EASEMENT TERMS

GRANT OF EASEMENT: The County (herein also referred to as the "Grantor") hereby conveys to Southgate (herein also referred to as the "Grantee"), its successors and assigns, an Easement in Gross on the Servient Lands described below:

Servient Lands: Part of Lot 232, 233, 234, 235 and 236, geographic Township of Proton, being that portion of PIN 37268-0610 East of Part 1, Plan 16R-10743 extending easterly along the PIN 37268-0610 to the Western limit of Part 22, Plan 16R-11871; Township of Southgate, County of Grey

1. The Grantor transfers to Southgate, a non-exclusive right, interest and easement upon, under, along, over and across the Servient Lands for the purposes of constructing, installing, maintaining, inspecting, examining, altering, repairing, replacing, or reconstructing a watermain system and all appurtenances or accessories (the "Works");
2. Southgate acknowledges and agrees that no work shall be carried out on the Servient Lands, by Southgate or any agent or contractor of Southgate, until such time as the County has given written approval as to the location of the Works such approval not to be unreasonably withheld, conditioned or delayed. The County will endeavor to respond to proposals relating to the location of the Works within fifteen (15) Business Days of submission of same by Southgate.
3. In the placing, replacing, maintaining, operating, and repairing the Works, Southgate will use care and diligence to ensure that there will be no unnecessary interference with the traveled portion of the Rail Trail, which is located within the Servient Lands, or the ditches or drains adjoining it.
4. All Works are subject to the approval and direction of the Grantor, and Southgate shall comply with any directions and orders that may be given by the Grantor. The Grantor agrees that such consent shall not be unreasonably withheld, and Southgate agrees that it shall be reasonable for the Grantor to withhold such consent if it would impair the safe operation of the Rail Trail or the Grantor's future ability to return rail service to the area. The Grantor, its authorized representative or permitted assigns, shall be permitted to inspect the Works for the purpose of ensuring all work is performed by Southgate in accordance with the detailed drawings provided under the terms of this Easement.
5. For every such purpose and for all purposes necessary or incidental to the exercise of the rights created by this easement, Southgate shall have access to the Works located on the Servient Lands at all times by its servants, agents, contractors and subcontractors and its vehicles, supplies, machinery and equipment, subject to payment by Southgate of compensation for damage to the person entitled to such compensation caused by the construction, installation or maintenance of the Works.

THEREFORE:

1. The Grantor, for itself, its successors and assigns, covenants with Southgate, its successors and assigns as follows:
 - a) to provide Southgate with free and unimpeded access to the Works, subject to any existing agreements, easements, rights, covenants or restrictions in favour of

municipalities, publicly or privately regulated utilities or adjoining owners, or that otherwise run with the Servient Lands;

- b) to permit Southgate to remove, trim, sever, or fell any obstructions such as trees, roots, brush, stumps, boulders or rocks encountered during the course of construction or subsequent maintenance of the Works, subject to any legal requirements and any existing agreements, easements, rights, covenants or restrictions in favour of publicly or privately regulated utilities or adjoining owners, or that otherwise run with the Servient Lands; and
- c) not to do or suffer to be done any other thing which might injure or damage the Works.

2. Southgate, for itself, its successors and assigns, covenants with the Grantor, its successors and assigns as follows:

- a) provide the Grantor with detailed drawings showing the Rail Trail and the proposed location of the Works and specifications relating to the Works prior to commencing any work on the Rail Trail or causing any work to commence on the Rail Trail. Southgate further agrees to provide the County with as-constructed drawings showing the location of the Works following completion of same.
- b) to mark the location of the Works under the Servient Lands, by suitable markers, but said markers when set in the ground shall be placed in fences or other locations which will not interfere with any reasonable use the Grantor may make of the Servient Lands.
- c) provide the Grantor with at least five (5) Business Days' notice prior to any closure of the Servient Lands, save and except, emergency maintenance for which notice will be provided, by Southgate, to the Grantor as soon as reasonably practical so that the Grantor may notify the public of the Rail Trail closure.
- d) to obtain all necessary approvals or consents from other easement or rights holders of the Servient Lands and to comply with all statutes and the by-laws, rules or regulations of every governmental or other competent authority relating in any manner to the Works, the Servient Lands or the exercise of any of the rights of the easement.
- e) all the Works on the Servient Lands shall be carried out in such a manner that it will not unduly interfere with or obstruct the natural surface drainage or run-off or any existing or presently proposed tile drainage on the Servient Lands provided that temporary interference during construction or repair may be permitted, at the sole and absolute discretion of the Grantor, where reasonably necessary.
- f) in the event that Southgate decides to abandon the Works, Southgate shall within a period of two (2) years, execute and deliver a surrender transfer and release of the rights granted at no cost to the Grantor, remove its Works and restore the Servient Lands so far as practicable to its former state.
- g) to be responsible for any damage caused at any time by its agents, employees or contractors of Southgate to the Servient Lands and to remove all debris therefrom and to restore, to the Grantor's complete satisfaction, the Servient Lands to its former state so far as is reasonably practicable and to replace or restore any soil or turf removed in connection with the Works;

- h) to indemnify and save harmless the Grantor, its elected officials, employees, tenants, servants, agents or other lawful occupiers of the Servient Lands for any loss, damage, and injury, caused by the granting of this Easement or anything done pursuant to this Easement or arising from any accident (not excluding an Act of God) that would not have happened but for the presence of the Works on the Servient Lands, and also to indemnify the Grantor, its elected officials, employees, tenants, servants, agents or other lawful occupiers of the Servient Lands from and against any and all actions, causes of action, claims, costs, damages, expenses, loss or demands of every nature and kind whatsoever which the Grantor may bear, suffer or be put to by reason of the granting of this Easement, provided, however, that Southgate shall not be liable to the extent to which such loss, damage or injury is caused or contributed to by the neglect or default of the Grantor, its tenants or other lawful occupiers of the Servient Lands or their servants, agents or employees.
3. Notwithstanding any rule of law or equity, any part of the Works consisting of fixtures, equipment and structures and appurtenances, located upon the Servient Lands pursuant to this Easement, shall be the property of Southgate even though the same may have become annexed or affixed to the Servient Lands.
4. The rights and privileges granted by this Easement are and shall be of the same force and effect as a covenant running with the lands and this Easement, including all covenants and conditions contained, this Easement shall extend to, be binding upon and enure to the benefit of the heirs, executors, administrators, respective successors and assigns of the parties to this Agreement.

SCHEDULE "D"

OPTION TO REPURCHASE PROPERTY AGREEMENT

THIS AGREEMENT made this day of August, 2026.

BETWEEN:

The Corporation of the County of Grey

(hereinafter called the "**County**")

- and -

The Corporation of the Township of Southgate

(hereinafter called "**Southgate**")

(each being a "Party" and together being the "Parties")

WHEREAS the Parties entered into an agreement dated the _____ day of _____, 2026 (the "**Donation Agreement**") by which the County agreed to transfer certain lands and premises owned by the County in the Township of Southgate in the County of Grey more particularly described in Appendix "1" attached hereto (hereinafter, the "**Property**");

AND WHEREAS Southgate intends to develop, construct and open a public highway upon the Property;

AND WHEREAS it is a condition of the Donation Agreement that Southgate grant to the County an option to repurchase the Property from Southgate at the price of TWO DOLLARS (\$2.00), such option being exercisable by the County under the circumstances set out herein;

AND WHEREAS Southgate has agreed to grant an option to the County to repurchase the Property on the terms and conditions hereinafter set forth;

NOW THEREFORE in consideration of the premises herein, the entry of the Parties into the agreements contemplated by the Donation Agreement, the conclusion of the transaction contemplated by the Donation Agreement, and other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged) the Parties agree as follows:

1.0 Interpretation

- 1.1 In this Agreement, the following terms and expressions have the following meanings:
- a) "**Business Day**" means a day on which the County's administrative office in Owen Sound is open for the conduct of administrative business;
 - b) "**Reference Plan**" means Reference Plan 16R-11871; and
 - c) the terms defined in the recitals above shall have the same meaning as if defined here at length.

2.0 Option

- 2.1 Southgate hereby grants to the County the exclusive right and option to purchase all or part of the Property (the "**Option**") for the purchase price of

TWO DOLLARS (\$2.00) (herein referred to as the “**Purchase Price**”), subject to the terms and conditions set out herein.

3.0 Term and Exercise

- 3.1 Subject to section 3.2 herein, the Option may be exercised by the County on or before May 31, 2032 by notice in writing from the County to Southgate advising Southgate that the County intends to purchase the Property and such notice shall be accompanied by a deposit payable to Southgate in the amount of TWO DOLLARS (\$2.00) which deposit shall be held by Southgate in trust pending completion or other termination of this Agreement and to be credited towards the Purchase Price on completion as hereinafter set out. In the event this option is not exercised in accordance with the provisions of this Section, this option shall terminate, any rights under this Agreement shall become null and void and all liabilities of the Parties pursuant to this Agreement shall be released and forever discharged.
- 3.2 Notwithstanding Section 3.1 above, the County agrees that it shall not exercise the Option unless:
- a) the County has the right to provide the Notice in accordance with the terms of this Agreement and the Donation Agreement;
 - b) any person who is not subject to the terms of the Donation Agreement obtains ownership of the Property, whether beneficial, legal or otherwise; or
 - c) any person who is not subject to the terms of the Donation Agreement comes to own, possess, or have the benefit of, any interest in the Property that may have the effect of preventing the construction or operation of the Property as an open and public highway as contemplated in the Donation Agreement.
- 3.3 Pursuant to Section 8.1 of the Donation Agreement, if prior to May 31, 2031 Southgate has not dedicated the Property as a public highway under the jurisdiction of Southgate, it shall, upon Notice from the County, transfer ownership of the Property back to the County at the same Purchase Price as agreed to herein.
- 3.4 The Option shall terminate upon Southgate passing the necessary by-laws to dedicate the Property as public highway which shall form part of the Eco Parkway Extension.

4.0 Notices

- 4.1 Any 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:

For the County:

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

For Southgate:

Township Clerk
Township of Southgate
185667 Grey County Road 9
Dundalk, ON N0C 1B0
Fax: 519-923-9262
Email: lgreen@southgate.ca

- 4.2 Any notice given by either Party to the other shall, in the absence of proof to the contrary, be deemed to have been received by the addressee:
- a) 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;
 - b) if sent by prepaid registered mail, then on the second Business Day following the mailing thereof;
 - c) if sent by ordinary mail, then on the fifth Business Day following the mailing thereof; and
 - d) 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.

5.0 Miscellaneous

- 5.1 Right to Inspect: From and after giving notice of its intention to exercise the Option in accordance with section 3.1 the County and all persons authorized by it shall have the right at all reasonable times upon notice to Southgate to enter on the Property for the purposes of inspection, conducting soil tests and preparing surveys and plans. The County agrees to defend, indemnify and hold harmless Southgate for any and all liability arising as a result of its engineers, consultants, contractors, employees, and any other authorized representatives or invitees, entering onto any portion of the Property. In the event the agreement of purchase and sale is not completed (other than as a result of Southgate's breach) the County shall at its sole cost and expense restore the Property to the same condition existing prior to such inspection or soil tests being carried out.
- 5.2 Authorizations: Southgate covenants to provide the County and execute without charge to the County such authorizations, directions and other documents as may be required by the County to bring an application for any permits or permissions it may require in respect of the Property, provided that all costs thereof and liabilities in relation thereto shall be the sole responsibility of the County.
- 5.3 Binding on Successors: This Agreement shall enure to the benefit of and be binding upon the Parties hereto and their respective successors, successors in title, and permitted assigns.
- 5.4 Assignment: The County shall not transfer or assign its rights under this Option except to a successor provincial or municipal government body with the same role and responsibilities as the County ("Successor Municipality") without the prior written consent of Southgate, which consent Southgate may withhold in its sole and absolute discretion. In the event Southgate consents to such transfer or assignment or there is a transfer or assignment to a Successor Municipality, it shall be a condition of such transfer or assignment that the

assignee or transferee execute an agreement with Southgate to: (i) assume the County's obligations hereunder; and (ii) stand in the place of the County as if the assignee or transferee was the County at the time of signing this agreement.

- 5.5 Planning Act: Provided that this Option shall be effective to create an interest in the Property only if the provisions of the Planning Act (Ontario) are complied with on or before the Closing Date (as hereinafter defined).
- 5.6 Registered Notice: The County reserves the right to register notice of this Agreement on title to the Property, subject to the approval of such notice by Southgate, which approval shall not be unreasonably withheld. Subject to the approval of such notice by Southgate, Southgate agrees to execute such documents as may be reasonably required to permit the registration of such notice. If the County exercises its right under this Section, it shall prepare all documents required to do so. Each Party shall bear its own costs incurred in respect of the provisions of this Section.
- 5.7 References to Legislation: Unless otherwise specifically indicated, any reference to a statute in this agreement refers to that statute and to the regulations made under that statute as at the date of this Agreement, as the same may, from time to time, be amended, re-enacted or replaced.

6.0 Agreement of Purchase and Sale

6.1 The County acknowledges and agrees that:

- a) It has satisfied itself with respect to the applicable land use regulations and agrees to accept the Property subject to such existing zoning and other land use policies and regulations.
- b) It shall not call for the production of any title deed, abstract, survey or other evidence of title to the Property, except those that are in the possession or control of Southgate.
- c) It shall accept the Property subject to any and all Encumbrances, all easements, options and notices provided for herein, and agrees not to call into question title to the Property on the basis thereof.
- d) It shall acquire the Property in an "As Is, Where Is" basis, including improvements, structures, trees and shrubs, and as further set out below.

6.2 In agreeing to purchase the Property in an "As Is, Where Is" basis, the County acknowledges and agrees that:

- a) Southgate makes no representations to the County as to the zoning of the Property or any improvements or structures, whether for the intended use or otherwise.
- b) Southgate shall have no responsibility whatsoever to remedy any defect, comply with any work order or complete any unfinished work.
- c) Southgate makes no representations or warranties whatsoever, either expressed or implied, as to the existence or non-existence of any asbestos, PCB's, radioactive substances or any other substances, liquids or materials or contaminants which may be hazardous or toxic or require removal and disposal pursuant to the provisions of any applicable legislation, and that the County is relying upon its own investigations, if any, in this regard.
- d) The County has inspected the Property prior to the Closing Date and is relying on its own due diligence as to the condition of the Property and improvements.

- 6.3 The County covenants and agrees that, effective as of the Closing Date, the County shall forever release, waive, and discharge Southgate and its successors and assigns from and against all losses, damages, claims, demands, fines, liabilities, actions, suits, in any way arising, directly or indirectly by reason of the presence on the Property of any contaminant, pollutant, dangerous substance wastes (liquid or solid) or toxic substance (collectively the “**Substances**”) or the escape thereof in the air or onto adjacent properties or property including rivers, streams, and ground waters, whether produced, created or generated before or after the Closing Date and such release, waiver, discharge shall include any order, decree, judgment or demand under law, regulation or order applicable thereto.
- 6.4 The County, its successors and assigns, hereby agree to defend, indemnify and hold harmless Southgate, its successors and assigns from any and all losses, damages, claims, demands, fines, liabilities, actions, suits arising out of or in any way connected with any state, quality or condition in, or of, the Property, including, but not limited to, the existence of any Substances existing as of, or prior to the Closing Date and thereafter, whether environmental or otherwise, whether imposed by law, equity or any federal, provincial or municipal law, rules or regulations or by any regulatory authority.
- 6.5 The provisions of this section shall survive closing and any subsequent sale or transfer of the County’s interest in the Property.
- 6.6 In the event of and upon the exercise of the Option by the County pursuant to the provisions of Section 3.1 herein, this Agreement shall then become a binding agreement of purchase and sale between the Parties hereto, upon the following terms:
- a) **Purchase Price** - The Purchase Price of TWO DOLLARS (\$2.00) shall be payable as follows:
 - i) By the County paying the deposit pursuant to Section 3.1 above (herein referred to as the “**Deposit**”) which shall be credited on account of the Purchase Price on the Closing Date (as hereinafter defined); and
 - ii) By the County paying any remaining amount owing on account of the adjustments as set out in Section 6.1(g) by way of certified cheque or bank draft drawn on the trust account of the County’s lawyers, upon delivery of a valid and registrable Transfer/Deed to the Property as herein set forth, or if the County may be credited with a payment pursuant to those adjustments, then the same shall be paid to the County by way of certified cheque or bank draft drawn on the trust account of the seller’s lawyers, forthwith after delivery of such Transfer/Deed.
 - b) **Closing Date** - This Agreement shall be completed on the sixtieth (60th) day next following the giving of the notice of exercise of the Option pursuant to Section 3.1 above. In the event the sixtieth day shall fall on a day that is a Saturday, Sunday or other day on which the applicable Land Registry Office shall not be open, then this Agreement shall be completed on the day next following when the applicable Land Registry Office shall be open. Such day of completion shall be referred to herein as the “**Closing Date**”.
 - c) **Warranties and Representations** – Southgate hereby represents and warrants to the County subject to the limitations, if any, expressed hereby as follows:

- i) Southgate is now and at the Closing Date will be a municipal corporation existing in good standing under the laws of the Province of Ontario with full corporate power, authority and capacity to accept this Agreement and to carry out the transaction contemplated hereby;
 - ii) Southgate will at the Closing Date have full and absolute right and power to convey and transfer to the County or cause to be conveyed or transferred to the County title to the Property;
 - iii) That no buildings on the Property have been or are now insulated in whole or in part with asbestos, urea formaldehyde foam or any similar type substance or insulation.
- d) **Covenants** – Southgate covenants and agrees with the County as follows:
 - i) In addition to the documentation referred to in this Agreement, to provide the following documents on the Closing Date:
 - Transfer/Deed of Land;
 - Declaration of Southgate, or an officer of Southgate in the case of a corporation, declaring unequivocally that Southgate's ownership of the Property has not been challenged by anyone during its ownership and possession of the Property;
 - Bill of Sale with respect to all chattels (if any);
 - ii) That the County shall not be liable or responsible in any way for any agent's or broker's or lawyer's fees in connection with the agreement which are payable by Southgate;
 - iii) To provide the County with vacant possession of the Property on the Closing Date;
 - iv) To provide the County on the Closing Date evidence in a form satisfactory to the County that on the Closing Date Southgate is the beneficial owner of the Property and is a resident of Canada for purposes of determining its liability for tax pursuant to the Income Tax Act;
 - v) To provide the County with satisfactory evidence on the Closing Date that the Seller is in compliance with the provisions of the Family Law Act;
 - vi) To discharge at its sole cost and expense, all mortgages, liens and encumbrances registered on title to the Property on or before the Closing Date; and
 - vii) To convey to the County all fixtures and chattels affixed to, located on and used in conjunction with the Property on the Closing Date, all such fixtures and chattels to be free and clear of all encumbrances.
- e) **Purchase Price Allocation** – *[not applicable]*
- f) **Income Tax Act** – The County shall be credited towards the Purchase Price with the amount, if any, which it shall be necessary for the County to

pay to the Receiver General of Canada in order to satisfy the County's liability in respect of tax payable by Southgate under the non-residency provisions of the *Income Tax Act* by reason of the sale, and the same shall be provided for as an adjustment pursuant to Section 6.1(g) below. The County shall not claim such credit if Southgate delivers on the Closing Date, the prescribed certificate or a statutory declaration from an officer of Southgate that it is not, as of the Closing Date, a non-resident of Canada.

- g) **Adjustments** - Real property taxes on the basis of the calendar year for which assessed, water and utilities (unless metered) shall be apportioned and allowed to the Closing Date, it being agreed that the expenses and revenues of the Closing Date shall be allocated to the County.
- h) **Title** - The County shall be allowed up to and including the tenth (10th) day prior to the Closing Date to examine the title to the Property at its own expense.
- i) **Planning Act** - Provided that this Agreement shall be effective to create an interest in the Property only if the provisions of the *Planning Act* are complied with by Southgate on or before the Closing Date and Southgate covenants to proceed diligently at its expense to obtain any necessary consents and approvals on or before the Closing Date.
- j) **Damage** - The Property and all other things being purchased shall be and remain until the Closing Date at the risk of Southgate. Southgate shall hold all insurance policies, if any, and the proceeds thereof in trust for the Parties as their interests may appear and in the event of damage, the County may either terminate this Agreement whereupon the Deposit shall be returned forthwith to the County or else take the proceeds of any insurance and complete the transaction.
- k) **Risk** - From and including the Closing Date, the Property shall be entirely at the risk of the County and the County shall accept and assume all responsibilities and liabilities arising out of or in any way connected with the Property whether they arose before, on or after the Closing Date and, without being limited by the foregoing, include any state, nature, quality or condition in, on under or near the Property existing on Closing, whenever and however arising, whether known or unknown environmental or otherwise, and whether such responsibilities and liabilities are imposed by law, equity or any authority.
- l) **HST** - The County agrees that it will be as at the Closing Date a registrant for Harmonized Sales Tax (HST) under the *Excise Tax Act*, R.S.C. 1985, as amended, and will provide evidence of same in form and substance reasonably satisfactory to Southgate or its lawyers at the Closing Date, including without limitation, a statutory declaration sworn by a senior officer of the County confirming the County's HST registration number and that such registration continues to be in full force and effect and an indemnity to Southgate for any HST claimed from Southgate in the event the County does not pay the HST payable by it in respect of this transaction.
- m) **Electronic Registration** – The Parties acknowledge that the Teraview Electronic Registration System (“**TERS**”) is operative and mandatory in the Land Registry Office for the Land Titles Division of Grey No.16. The Parties shall each retain a lawyer who is an authorized TERS user and who is in good standing with The Law Society of Ontario. The Parties shall each authorize their respective lawyer to enter into a document registration agreement in a form provided for on the website of the Law Society of

Ontario as a current form of such agreement. The delivery and exchange of documents and closing funds and the release thereof to Southgate and the County, as the case may be:

- i) shall not occur contemporaneously with the registration of the Transfer/Deed of land and other registrable documentation, if any; and
 - ii) shall be governed by the document registration agreement pursuant to which lawyer receiving any documents or funds will be required to hold same in escrow and will not be entitled to release except in strict accordance with provisions of the document registration agreement.
- n) The County shall be responsible for the payment of Land Transfer Tax and registration fees and any other taxes and fees payable in connection with the registration of the Transfer/Deed of the Property.
- o) Southgate shall pay its own legal costs, disbursements, and registration costs. The County is responsible for paying all of its legal costs and disbursements.

7.0 Entire Agreement

- 7.1 This is the entire agreement between the Parties in respect of the option to purchase granted hereby, and there are no other terms, obligations, covenants, representations, warranties, statements or conditions oral or otherwise of any kind whatsoever except as may be set out in the provisions of the Donation Agreement.
- 7.2 No amendment or modification to this Agreement shall be effective except as set out in writing and signed by the Parties.
- 7.3 This Agreement is made pursuant to and shall be governed by and construed in accordance with the laws of the Province of Ontario and shall be treated in all respects as an Ontario contract.

8.0 Survive Closing

- 8.1 Notwithstanding any presumption to the contrary, all covenants, conditions, warranties and representations contained in this Agreement which by their nature either impliedly or expressly involve performance in any particular after the Closing Date or which cannot be ascertained to have been fully performed until after the Closing Date shall survive the Closing Date.

9.0 Time

- 9.1 Time shall in all respects be of the essence of this Agreement provided that the time for doing or completing of any matter provided for herein may be extended or abridged by an agreement in writing signed by the Parties or by their respective solicitors who may be specifically authorized in that regard.

10.0 General

- 10.1 This Agreement shall be binding upon and enure to the benefit of Southgate and the County and their respective successors and assigns.
- 10.2 Any tender of documents or money hereunder may be made upon Southgate or the County or their respective lawyers on the Closing Date.

11.0 Headings & Counterparts

- 11.1 All captions and headings herein are intended only as a matter of convenience and for reference and in no way define, limit or describe the scope of this Agreement or the intent of any provisions hereof.
- 11.2 This agreement may be executed in any number of counterparts, each of which is an original and all such executed counterparts taken together constitute a single document. Counterparts may be transmitted by fax or in electronically scanned form. Parties transmitting by fax or electronically will also deliver the original counterpart to the other Party, but failure to do so does not invalidate this Agreement.

IN WITNESS WHEREOF Southgate and the County have executed this Agreement on the day and date first above written.

The Corporation of the County of Grey

Andrea Matrosovs, Warden

Tara Warder, Clerk

We have the authority to bind the Corporation.

The Corporation of the Township of Southgate

Brian Milne, Mayor

Lindsay Green, Clerk

We have the authority to bind the Corporation.

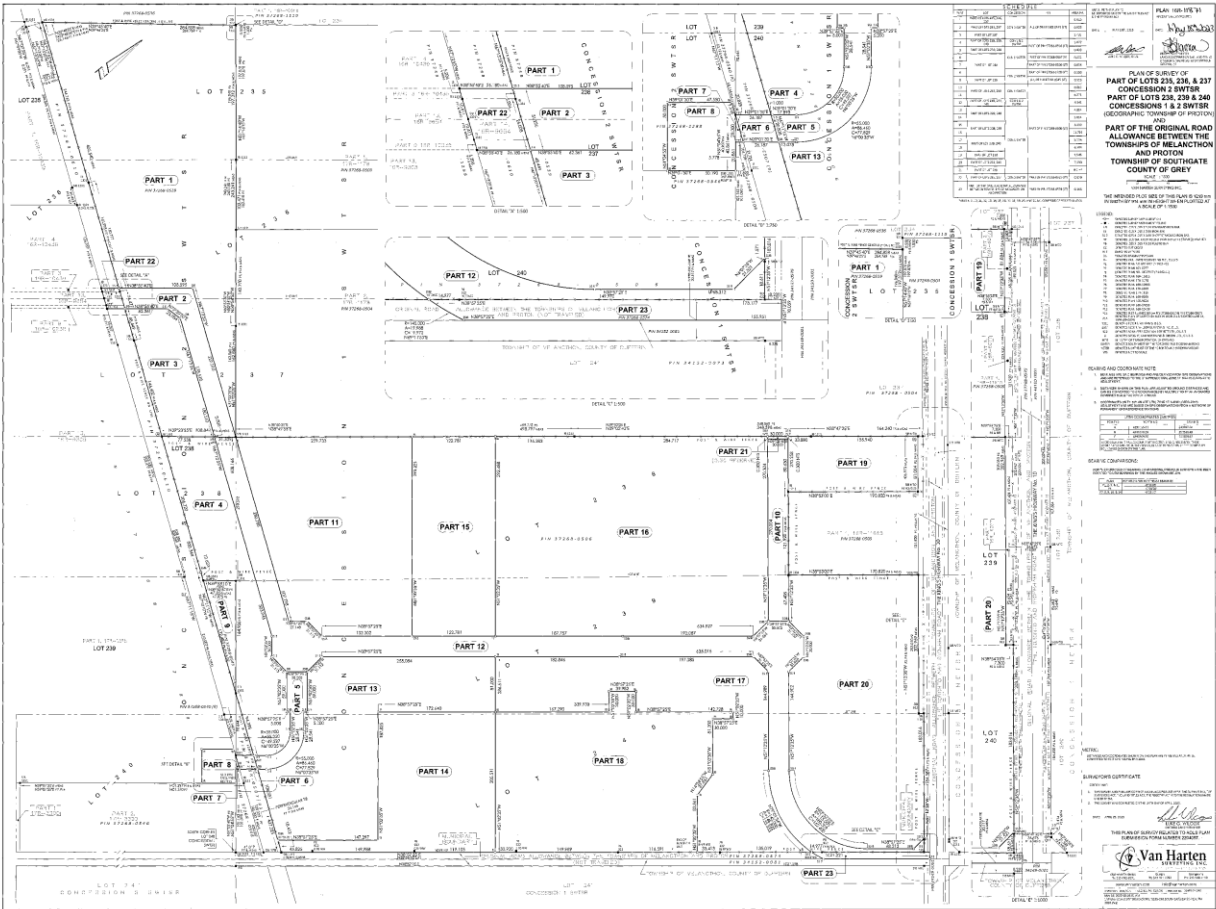
APPENDIX "1" to Option to Repurchase Property Agreement

LEGAL DESCRIPTION OF LANDS

All those lands comprising of:

- Part of Lots 240 Concession 1 South West of the Toronto Sydenham Road, geographic Township of Proton, Township of Southgate being Part 6 on Reference Plan 16R-11871, being part of the lands presently bearing PIN 37268-0507 (R)
- Part of Lots 236-237 Concession 2 South West of the Toronto Sydenham Road, geographic Township of Proton, Township of Southgate being Part 22 on Reference Plan 16R-11871, being part of the lands presently bearing PIN 37268-0610 (LT)

SCHEDULE "E"
REFERENCE PLAN



Corporation of the County of Grey

By-Law 5298-26

A By-law to Authorize the Warden and Clerk to Execute an amendment to the Memorandum of Understanding Between the Corporation of the County of Grey, The Corporation of the City of Owen Sound and Rural Ontario Medical Program

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 the Corporation of the County of Grey, the Corporation of the City of Owen Sound, and Rural Ontario Medical Program ("ROMP") entered into a Memorandum of Understanding ("MOU") on December 18, 2024, through By-law 5210-24 for the purpose of providing accommodations to medical residents;

AND WHEREAS pursuant to the MOU the Corporation of the County of Grey has secured a lease of a residence in Owen Sound for the ROMP Medical Student Residence;

AND WHEREAS Council of the County of Grey adopted the recommendations of the Committee of the Whole, including resolution CW103-26, from its June 25, 2026, meeting, authorizing the execution of an Amending Agreement to amend the MOU between the Corporation of the County of Grey, the Corporation of the City of Owen Sound, and ROMP and also authorizing the renewal of the property lease for the ROMP Medical Student Residence;

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, all documents as may be necessary to give effect to this By-law.
2. The Amending Agreement attached hereto as Schedule 'A' forms and becomes part of this By-law.
3. This By-law shall come into full force and effect upon the date of final passing thereof.

ENACTED AND PASSED this 13th day of August, 2026.

WARDEN: Andrea Matrosovs

CLERK: Tara Warder

Amendment #1: Memorandum of Understanding for Medical Residents Accommodation

This Amending Agreement is effective this ____ day of _____ 2026, between:

The Corporation of the County of Grey

(referred to in this Agreement as the “County”),

- and -

The Corporation of the City of Owen Sound

(referred to in this Agreement as the “City”);

- and -

Rural Ontario Medical Program

(referred to in this Agreement as the “ROMP”);

WHEREAS the County, the City, and ROMP entered into a Memorandum of Understanding for Medical Residents Accommodation dated and effective December 18, 2024 (the ‘Principal Agreement’);

AND WHEREAS the Parties have agreed to enter into an amending agreement to extend the term of the Principal Agreement;

AND WHEREAS the County has secured an extended Lease of the Premises for an additional two-year period ending August 31, 2028;

NOW THEREFORE in consideration of the mutual covenants and agreements below and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1.0 Amendments

1.1 Amend clause 1.1 b) of the Principal Agreement as follows:

“a) “Lease” means the Agreement of Lease dated August 7, 2024, and as renewed through a new Agreement of Lease dated the ____ of _____, as amended from time to time;”

1.2 Amend clause 1.1 d) of the Principal Agreement as follows:

“d) “Premises” means the rental unit in Owen Sound secured under the Lease;”

- 1.3 Amend clause 2.1 of the Principal Agreement to change the termination date from August 31, 2026, to August 31, 2028.
- 1.4 Add clause 4.2 g) to the Principal Agreement as follows, that the County shall:
“g) Provide lawn maintenance at the Premises, at its expense, during the term of this Agreement (at the approximate cost of \$1,000.00 - \$2,000.00 per year).”
- 1.5 Add clause 4.3 h) to the Principal Agreement as follows, that the City shall, at its own expense:
“h) Provide garbage bag tags to the Premises, during the term of this Agreement.”

2.0 Remaining Terms

- 2.1 All remaining terms of the Principal Agreement remain unchanged and in full force unless changed by written amendment.

3.0 Counterparts

- 3.1 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. Counterparts may be transmitted by fax or in electronically scanned form.

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

The Corporation of the County of Grey

Andrea Matrosovs, Warden

Tara Warder, Clerk

We have the authority to bind the County.

The Corporation of the City of Owen Sound

Ian Boddy, Mayor

Briana Bloomfield, Clerk

We have the authority to bind the City.

Rural Ontario Medical Program

Per: Michelle Hunter

Title: Manager

I have the authority to bind the ROMP.

Corporation of the County of Grey

By-Law 5299-26

A By-law to Provide for the Removal of Nuisance Beaver

WHEREAS Ontario Regulation 665/98 under the *Fish and Wildlife Conservation Act*, 1997, S.O. 1997, c. 41 permits a municipality to hire a person to hunt or trap furbearing mammals within the boundaries of the municipality;

AND WHEREAS the Corporation of the County of Grey (the “County of Grey”) may, pursuant to Section 11 of the *Municipal Act*, R.S.O. 2001, as amended, pass such by-laws to enable it to govern its affairs as it considered appropriate and to enhance its ability to respond to municipal issues including the health, safety, and well-being or protection of persons and property;

AND WHEREAS the Council of the County of Grey deems it desirable to implement a control and management program of nuisance beavers in order to maintain and enhance the safety and welfare of the residents of the County of Grey;

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

1. The County of Grey shall provide payment to a licensed trapper that has been authorized by the County of Grey for each beaver that has been found damaging or destroying a landowner’s property within the geographic area of the County of Grey, subject to the following conditions:
 - 1.1 The trapper must submit an authorization form to the County of Grey and must obtain the County of Grey’s authorization prior to trapping if they intend to seek payment from the County of Grey;
 - 1.2 The trapper shall hold a valid licence from the Ministry of Natural Resources to trap the beaver;
 - 1.3 The trapper shall only trap in accordance with the terms and conditions of the licence;
 - 1.4 The trapper shall be a permanent resident of the geographic area of the County of Grey unless otherwise approved by the Council of the County of Grey;
 - 1.5 The land must be within the geographic area of County of Grey but must not be in the ownership of the County of Grey or its member municipalities;
 - 1.6 The removal and destruction of the beaver shall occur by methods sanctioned by the Ministry of Natural Resources;

- 1.7 Without limiting any other provision, the trapper shall not abandon the pelts, which shall be disposed of by methods sanctioned by the Ministry of Natural Resources;
- 1.8 The trapper shall have, at the time of trapping or hunting, on their person, written proof of authorization from the County of Grey and consent from the landowner, or the person in control of the land, to act as their agent;
- 1.9 A designated person of the local municipality in which the trapping occurred shall mark the carcass by removing the end of the tail from the carcass and shall provide certification to the Clerk of the County of Grey that such identification has occurred;
- 1.10 After the local municipality provides certification to the County of Grey, the authorized trapper shall submit a request for payment to the County of Grey.
2. The aforementioned authorization form shall be in the form prescribed by the Clerk of the County of Grey from time to time, which will include but is not limited to, the following information:
 - 2.1 Landowner's name and address;
 - 2.2 Location of the beaver problem;
 - 2.3 Description of the beaver problem;
 - 2.4 Landowner's consent and authorization;
 - 2.5 Name, permanent address, and licence number of the trapper who is acting as the landowner's agent.
3. The records pertaining to any and all payments authorized by this By-law, including all forms referred to in this By-law, shall be filed with the Clerk of the County of Grey and retained by the Clerk for a minimum of two years from the date of payment authorization. Such records shall be made available to authorized conservation officers upon request.
4. Nothing in this By-law supersedes the *Fish and Wildlife Conservation Act* and its associated regulations.
5. Trappers are responsible for adhering to all applicable legislation.
6. The payment to any licensed trapper, who has satisfied the requirements of this by-law, shall not exceed a maximum of
 - 6.1 \$25 per beaver up to and including December 31, 2026;
 - 6.2 \$50 per beaver beginning on January 1, 2027.
7. By-laws 3274-91 and 4114-04 are hereby repealed.

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

ENACTED AND PASSED this 13th day of August, 2026.

WARDEN: Andrea Matrosovs

CLERK: Tara Warder

Corporation of the County of Grey

By-Law 5300-26

A By-law to Provide for the Control of Coyotes or Wolves

WHEREAS Ontario Regulation 665/98 under the *Fish and Wildlife Conservation Act*, 1997, S.O. 1997, c. 41 permits a municipality to hire a person to hunt or trap furbearing mammals within the boundaries of the municipality;

AND WHEREAS the Corporation of the County of Grey (the “County of Grey”) may, pursuant to Section 11 of the *Municipal Act*, R.S.O. 2010, as amended, pass such by-laws to enable it to govern its affairs as it considered appropriate and to enhance its ability to respond to municipal issues including the health, safety, and well-being or protection of persons and property;

AND WHEREAS the Council of the County of Grey deems it desirable to implement a control and management program of certain predators in order to maintain and enhance the safety and welfare of the residents of the County of Grey;

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

1. The County of Grey shall provide payment to a licensed trapper or a licensed hunter that has been authorized by the County of Grey for each coyote or wolf that has been found damaging or destroying a property within the geographic area of the County of Grey, subject to the following conditions:
 - 1.1 The hunter or trapper must submit an authorization form to the County of Grey and must obtain the County of Grey’s authorization prior to hunting or trapping if they intend to seek payment from the County of Grey;
 - 1.2 The hunter or trapper shall hold a valid licence from the Ministry of Natural Resources to hunt or trap the coyote or wolf;
 - 1.3 The hunter or trapper shall only hunt or trap in accordance with the terms and conditions of the licence;
 - 1.4 The hunter or trapper shall be a permanent resident of the geographic area of the County of Grey unless otherwise approved by the Council of the County of Grey;
 - 1.5 The land must be within the geographic area of County of Grey but must not be in the ownership of the County of Grey or its member municipalities;

- 1.6 The removal and destruction of the coyote or wolf shall occur by methods sanctioned by the Ministry of Natural Resources;
- 1.7 Without limiting any other provision, the hunter or trapper shall not abandon the pelts, which shall be disposed of by methods sanctioned by the Ministry of Natural Resources;
- 1.8 The hunter or trapper shall have, at the time of trapping or hunting, on their person, written proof of authorization from the County of Grey and consent from the landowner, or the person in control of the land, to act as their agent;
- 1.9 A designated person of the local municipality in which the trapping or hunting occurred shall be presented with the ears from the carcass and shall provide certification to the Clerk of the County of Grey that such identification has occurred, after which the designated person at the local municipality shall destroy the ears;
- 1.10 After the local municipality provides certification to the County of Grey, the authorized hunter or trapper shall submit a request for payment to the County of Grey.
2. The aforementioned authorization form shall be in the form prescribed by the Clerk of the County of Grey from time to time, which will include but is not limited to, the following information:
 - 2.1 Landowner's name and address;
 - 2.2 Location of the predation;
 - 2.3 Description of the predation;
 - 2.4 Landowner's consent and authorization;
 - 2.5 Name, permanent address, and licence number of the hunter or trapper who is acting as the landowner's agent.
3. Nothing in this By-law supersedes the *Fish and Wildlife Conservation Act* and its associated regulations.
4. Hunters and trappers are responsible for adhering to all applicable legislation.
5. The records pertaining to any and all payments authorized by this By-law, including all forms referred to in this By-law, shall be filed with the Clerk of the County of Grey and retained by the Clerk for a minimum of two years from the date of payment authorization. Such records shall be made available to authorized conservation officers upon request.
6. The payment to any licensed hunter or trapper, who has satisfied the requirements of this by-law, shall not exceed a maximum of:
 - 6.1 \$50 per wolf or coyote up to and including December 31, 2026;

6.2 \$100 per wolf or coyote beginning on January 1, 2027.

7. By-law No. 3332-92 is hereby repealed.

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

ENACTED AND PASSED this 13th day of August, 2026.

WARDEN: Andrea Matrosovs

CLERK: Tara Warder

Corporation of the County of Grey

By-law 5301-26

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 July 23, 2026, 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 13th day of August, 2026.

WARDEN: Andrea Matrosovs

CLERK: Tara Warder