Committee of the Whole

Agenda

September 25, 2025

Following Council

Council Chambers - Grey County Administration Building

Pages

That report TR-CW-19-25 containing the quotation results for the award of a motor grader be received; and

That the contract be awarded to Toromont Cat – Grey County / Owen Sound for a total amount of $628,444.00, excluding HST.

7. Items For Direction and Discussion

7.a PDR-CW-57-25 Surplus Lands for Housing - Site Preparation and Derisking Activities 20

That staff report PDR-CW-57-25 regarding Surplus Lands for Housing – Site Preparation and Derisking Activities, be received; and,

That $130,000 be included in the proposed 2026 budget and funded from the One Time Funding Reserve to fund select site preparation and derisking activities for two County-owned properties in Markdale and Durham.

7.b CAOR-CW-15-25 Court Security Contribution Agreement and Costing Implications 29

That CAOR-CW-15-25 regarding a Court Security Contribution Agreement and Costing Implications be received; and

That staff be directed to fund the anticipated 2025 budget shortfall from surplus realized in the overall Corporate Services budget or, if none exists, be financed from the One-Time-Funding Reserve; and

That the Warden and Clerk be authorized to sign the Court Security Contribution Agreement; and

That staff be directed to prepare a letter under the Warden's signature to the Ministry of the Solicitor General and the Ministry of the Attorney General advocating for additional Provincial funding to support municipalities adhering to security directives required by the Province.

7.c LTCR-CW-19-25 Capital Funding Program and Ministry Survey 45

That report LTCR-CW-19-25 Capital Funding Program and Ministry Survey be received; and
That staff be directed to complete the Ministry of Long-Term Care survey by September 29, 2025, indicating Grey County's readiness to potentially develop the approved 62 long term care beds at Grey Gables and that action be taken prior to County Council approval, as per Section 26.6 (b) of the Procedural By-law; and
That staff be directed to undertake updated cost forecasts and any other applicable studies for the potential development of a 128-bed new home at Grey Gables to be funded from the One Time Funding Reserve; and,
That staff be directed to bring forward a report before March 2026 outlining the updated budget impacts, and a draft Development Agreement for Council's consideration.

7.d EDTC-CW-11-25 Industrial Development Charges Holiday 50

That report EDTC-CW-11-25 Industrial Development Charges 'Holiday' be received; and,
That staff be directed to prepare the relevant amending by-law(s) that incorporate a reduction on the industrial portion of non-residential development charges to zero for 2025 and 2026 and bring it forward for Council's consideration; and
That staff be directed to return any funds collected since January 2025 in payment for industrial development charges which as of July 30, 2025 was estimated to be less than $25,000; and,
That staff be directed to start the 2026 development charges by-law review process before year-end and to fund any expenditures in 2025 from the Development Charges – General Government Reserve.

7.e EDTC-CW-09-25 Ontario Transit Investment Funding 55

That report EDTC-CW-09-25 regarding Ontario Transit Investment Funding (OTIF) Grant be received; and
That staff include the anticipated 2026 County levy requirement of $145,000 in the 2026 draft budget for Council consideration; and
That the Warden and Clerk be authorized to sign the Transfer Payment Agreement (TPA); and
That the Warden and Clerk be authorized to sign the applicable partnership agreements with partners Bruce County, Dufferin County, and Saugeen Mobility and Regional Transit (SMART).

8. Closed Meeting Matters

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. a position, plan, procedure, criteria or instruction to be applied to any negotiations carried on or to be carried on by or on behalf of the municipality or local board (#1 - Negotiations regarding investment readiness and #2 - negotiations with the Province of Ontario)

9. Other Business

10. Notice of Motion

11. Adjournment

Employment and
Social Development Canada

Emploi et
Développement social Canada

Ottawa ON K1A 0J9

Brittany Rier
Deputy Clerk
595–9th Avenue E
Owen Sound ON N4K 3E3

By email: brittany.rier@grey.ca

Dear Brittany Rier:

On behalf of the Honourable Patty Hajdu, Minister of Jobs and Families and Minister responsible for the Federal Economic Development Agency for Northern Ontario, I am responding to your letter of July 21, 2025. You wrote to highlight your concerns regarding the recent recalibration of directed growth spaces under the Canada-Ontario Canada-wide Early Learning and Child Care (CWELCC) agreement and its impact on Grey County.

The Government of Canada made a transformative investment in 2021 of up to $30 billion, over five years, to establish a Canada-wide ELCC system in collaboration with provincial, territorial and Indigenous partners. When the *Canada ELCC Act* received Royal Assent in 2024, it cemented the Government of Canada's long-term vision for a Canada-wide ELCC system in which families have access to high-quality, affordable, flexible and inclusive child care, no matter where they live and for generations to come. This is a plan to drive economic growth; increase parents' participation in the workforce, especially mothers; and offer each child in Canada the best possible start in life.

Through bilateral agreements, federal, provincial and territorial governments continue to work toward this shared vision for ELCC, which includes the creation of additional spaces that are responsive to the varying needs of children and families in Canada. Together with our partners, we have announced the creation of over 166,000 spaces to date, with families of approximately 900,000 children already benefiting from affordable and high-quality child care.

Under the Canada-Ontario Canada-wide ELCC Agreement, the Government of Canada is providing more than $10.2 billion over five years, from 2021–2022 to 2025–2026 to the Government of Ontario. As part of this agreement, the Government of Ontario is committed to creating 86,000 new licensed child care spaces by the end of 2026. This includes over 750 child care spaces to be created in the County of Grey.

Average child care fees have already been reduced by more than 50% in the province of Ontario for licensed child care operators participating in the Canada-wide ELCC system and who provide care for children under the age of six. For more information on the Canada-wide ELCC system in Ontario, I invite you to consult www.ontario.ca/page/canada-ontario-early-years-and-child-care-agreement.

We greatly appreciate the support from Grey County Council in working toward ensuring the success of the Canada-wide ELCC system. The Government of Canada continues to work closely with the Government of Ontario to support the successful implementation of the Canada-Ontario Canada-wide ELCC Agreement. As its detailed implementation falls under provincial jurisdiction, the Ontario Ministry of Education, which you have also reached out to, is best positioned to provide further details.

I appreciate your taking the time to raise this important matter as we continue to work with the provinces and territories to implement a Canada-wide ELCC system that meets the needs of children and families across the country.

Yours sincerely,

S. Vallon

Stephanie Vallon
Director
Programs, Engagement and External Relations
Federal Secretariat on Early Learning and Child Care
Income Security and Social Development Branch
Employment and Social Development Canada

PAUL VICKERS
MPP - BRUCE-GREY-OWEN SOUND

105 - 345 8th Street East, Owen Sound N4K 1L3
paul.vickers@pc.ola.org | 519-371-2421

County Council – County of Grey
c/o Warden Andrea Matrosovs
595 9th Ave. E.
Owen Sound, Ontario N4K 3E3

August 20th, 2025

Dear Warden Matrosovs,

I am writing to you regarding recent news that the number of childcare spaces through the Canada-wide Early Learning and Child Care (CWELCC) Program (herein referred to as "CWELCC" or "the Program") for your county has been reduced.

As you know, CWELCC, and the Canada-Ontario Early Years and Childcare Agreement ("the Agreement"), which outlines Ontario's funding levels to implement CWELCC in the province, is guided by the central tenets of accessibility and servicing underserved communities and populations. The Agreement entitled Ontario to a fixed number of 86,000 spaces, which were distributed to System Service Managers (SSMs) across the province to implement on the ground. In order to best utilize the spaces, Ontario committed to a space recalibration exercise in 2024. All SSMs were asked to submit updated plans regarding their space creation projections through 2026. This recalibration was necessary to ensure the province could meet its overall goal of creating 86,000 spaces, and SSMs were informed that any uncommitted and/or uncertain targets could be reallocated to other regions demonstrating stronger capacity for growth.

In the County of Grey's response, the county indicated it could create 554 spaces, though 39 did not have a clear commitment to a facility nor an implementation plan. Thus, the province reallocated those 39 spaces to regions in the province that could put them to use. In total, 27 SSMs saw space reductions, including the cities of Toronto, Ottawa, and Hamilton, as well as many rural regions across the province like Dufferin, Oxford, and Wellington counties. This redistribution exercise was not done to limit program access in Grey County; rather, it was done to ensure that spaces that our region did not have the capacity to deliver on were allocated to other families across the province in areas where they are most needed. All CWELCC spaces have now been distributed.

I trust these facts will provide some additional context for you as you plan the next steps of what the implementation of CWELCC will look like in our region.

Best regards,

Paul Vickers, MPP, Bruce—Grey—Owen Sound

From: Brittany Rier
To: Brittany Rier
Subject: FW: Response 157-2025-5212
Date: August 20, 2025 1:57:36 PM

Thank you for writing to share your concerns related to the implementation of the Canada-wide Early Learning and Child Care (CWELCC) agreement in Ontario and sharing the resolution from Grey County Council. Please accept our response on behalf of the Minister of Education.

We recognize the continued efforts of your team to expand child care capacity in Grey County and understand the concerns shared regarding the revised space targets communicated in the March 31, 2025 memo. At this time, all CWELCC spaces have been allocated across Consolidated Municipal Service Managers/District Social Services Administration Boards (CMSMs/DSSABs).

We acknowledge that your correspondence includes new expansion plans that were not captured in the original October 2024 data. However, space recalibration was finalized using October submissions, and do not include any additions beyond that timeframe. The recalibration exercise was completed to balance a number of objectives and constraints across all CMSMs/DSSABs in order to best position the entire province to achieve its CWELCC space creation target of 86,000.
While we cannot revise the allocations at this time, the Ministry will continue to monitor space implementation progress across all CMSMs/DSSABs and will remain engaged on future space planning opportunities.

Should expansion pressures persist, we encourage Grey County to continue documenting these plans in future Directed Growth reporting processes. This will ensure that the Ministry has the most up-to-date information when considering future system-wide adjustments.
We appreciate your commitment to expanding access to high-quality child care for families in Grey County. Your involvement is vital to success, and your engagement throughout the years helps shape the leaders of tomorrow.

Ontario will continue advocating with the federal government for adequate funding to ensure we can sustain the CWELCC agreement for the next 5-year term, as well as for support for expanding the program to help address growing demand to ensure that Ontario families are not left behind.

Early Years Support Team

Township of Southgate
Administration Office
185667 Grey County Road 9, RR 1
Dundalk, ON N0C 1B0

Phone: 519-923-2110
Toll Free: 1-888-560-6607
Fax: 519-923-9262
Web: www.southgate.ca

September 4, 2025

Re: Resolution of Support – City of St. Catharines – Elect Respect Pledge

Please be advised that at the September 3, 2025, regular Council meeting, the Council of the Corporation of the Township of Southgate, approved the following:

No. 2025-423
Moved By Deputy Mayor Dobreen
Seconded By Councillor John

Be it resolved that the correspondence from the City of St. Catharine's regarding the Elect Respect pledge be received and supported as outlined below:
WHEREAS democracy is healthy when everyone is able to participate fully and safely and contribute to the well-being of their community; and
WHEREAS we are witnessing the dissolution of democratic discourse and respectful debate across all levels of government and in neighbouring jurisdictions; and
WHEREAS Ontario's municipally elected officials and municipal staff are dealing with increasingly hostile, unsafe work environments facing threats and harassment; and
WHEREAS social media platforms have exacerbated disrespectful dialogue, negative commentary, and toxic engagement which disincentivizes individuals, especially women and candidates from diverse backgrounds from running for office; and
WHEREAS better decisions are made when democracy is respectful and constructive and the voices of diverse genders, identities, ethnicities, races, sexual orientation, ages and abilities are heard and represented around municipal council tables; and
WHEREAS the Association of Municipalities of Ontario's Healthy Democracy Project has identified concerning trends with fewer people voting in local elections and running for municipal office; and
WHEREAS in 2024, female elected representatives from across Halton formed a group called H.E.R. (Halton Elected Representatives) which pledged to speak out against harassment and negativity in politics and called on elected officials to uphold the highest standards of conduct; and
WHEREAS H.E.R. Halton has launched a campaign called Elect Respect to promote the importance of healthy democracy and safe, inclusive, respectful work environments for all elected officials and municipal staff that encourages individuals to participate in the political process; and
WHEREAS on June 5, 2025, the Canadian Association of Feminist Parliamentarians launched a non-partisan "Parliamentary Civility Pledge" to encourage all parliamentarians to commit to end workplace harassment and increase civility on Parliament Hill, modelled after the pledge developed in Halton by representatives of H.E.R.;
NOW THEREFORE BE IT RESOLVED THAT the Council of the Township of Southgate supports the Elect Respect pledge and commits to:

- Treat others with respect in all spaces—public, private, and online,

- Reject and call out harassment, abuse, and personal attacks,
- Focus debate on ideas and policies, not personal attacks,
- Help build a supportive culture where people of all backgrounds feel safe to run for and hold office,
- Call on relevant authorities to ensure the protection of elected officials who face abuse or threats, and
- Model integrity and respect by holding one another to the highest standards of conduct; and

BE IT FURTHER RESOLVED THAT the Township of Southgate Council calls on elected officials, organizations and community members to support the Elect Respect campaign and sign the online pledge at www.electrespect.ca; and
BE IT FURTHER RESOLVED THAT a copy of this resolution be sent to the Association of Municipalities of Ontario, the Federation of Canadian Municipalities, MP Alex Ruff and MPP Paul Vickers, the Ontario Provincial Police, and all Ontario Municipalities.

If you have any questions, please contact our office at (519) 923-2110.

Sincerely,

Lindsey Green

Lindsey Green, Clerk
Township of Southgate

cc:
Association of Municipalities of Ontario
Federation of Canadian Municipalities
MP Alex Ruff
MPP Paul Vickers
Ontario Provincial Police
All Municipalities in Ontario

Draft Council Resolution — Support for NGEP Phase 3 & local development targets

RESOLUTION

RESOLUTION NO. ____

DATE: ________

Moved by: ____________

Seconded by: ____________

WHEREAS the Province has posted ERO 0250923, *Consultation on the Future of Community Natural Gas Expansion*, seeking feedback from municipalities, Indigenous communities and other stakeholders on how Phase Three (3) could best support access to natural gas for community development.

AND WHEREAS expanding access to natural gas is identified as a tool to support affordability and economic growth in Ontario communities, with Phases One (1) and Two (2) estimated to enable connections for approximately 17,000 buildings across 59 communities, and 16 projects completed to date.

AND WHEREAS **[Municipality]** is working toward its housing and employment land goals that contribute to Ontario's broader objective to build at least 1.5 million homes by 2031 and recognizes that timely servicing solutions (including natural gas where appropriate) can help enable these targets. **[CUSTOMIZE TO MUNICIPAL PRIORITY: housing, economic developments goals, commercial and industrial investments, agriculture production, etc.]**

AND WHEREAS Ontario's energy future relies on a balance of affordability, reliability, and sustainability by leveraging a mix of energy solutions—including natural gas, electricity, and emerging energy technologies, to meet growing community needs. And whereas natural gas continues to play a critical role in supporting energy affordability, economic competitiveness, and enabling housing and employment growth across the province.

THEREFORE BE IT RESOLVED THAT Council:

1. Supports the Ministry's consultation on the Future of Community Natural Gas Expansion (NGEP Phase 3) and endorses access to natural gas as an option to other energy solutions to advance [Municipality]'s housing, employment lands, and economic development objectives.

2. Directs staff to submit comments to ERO 0250923 reflecting [Municipality]'s priorities, including: priority application types, alignment with Official

Plan/Secondary Plans, sites and corridors where gas access would enable development (housing/employment lands), any Phase 1 and2 learnings (if applicable) and practical barriers (e.g., timing, permitting, costs, land access).

3. Forwards this resolution to [local MPP(s)], the Minister of Energy and Mines, the Ontario Energy Board, AMO, and neighbouring municipalities.

MAYOR: ________________________

Template letter of support

To be submitted in addendum to municipal filings, directly through the ERO online portal, and emailed to the Ministry of Energy and Mines.

[Insert Municipal Letterhead Here]

[DATE]

Re: ERO 025-0923 – Consultation on the Future of Community Natural Gas Expansion

Dear Ministry of Energy and Mines,

On behalf of **[Organization/Municipality]**, we welcome the opportunity to contribute to the Ministry of Energy and Mines' consultation on the future of community natural gas expansion. As Ontario continues to grow, reliable, secure, and diversified energy solutions are essential to ensuring overall community prosperity. The **[Organization/Municipality]** is committed to advancing local growth while ensuring access to the energy infrastructure needed to meet evolving community needs.

We commend the Ontario government for its leadership in pursuing an integrated energy planning approach that balances reliability, sustainability, and affordability. In doing so, we believe the province is taking meaningful steps to ensure communities have the energy choice and flexibility they need to thrive. Natural gas continues to play a critical role in Ontario's energy system, providing reliable energy to homes, businesses, and industries, supporting housing and employment land development, and helping communities attract investment and enable economic growth. Expanding access to natural gas will equip municipalities with the tools to meet local development targets, and plan, and maintain long-term energy security and resilience.

Investing in Phase 3 of the Natural Gas Expansion Program (NGEP) represents an important opportunity to better align infrastructure planning with local development goals. Where Phase 1 and 2 projects have already been delivered, we have seen first-hand how expanded energy access can help advance municipal priorities, unlock new growth potential, and enhance community resilience. We also encourage the Ministry to consider implementation barriers, including on-the-ground-challenges, timelines, approvals, and infrastructure coordination, to ensure that Phase 3 is delivered efficiently and effectively.

We support a Phase 3 approach that prioritizes community growth, energy reliability, and customer choice, while enabling municipalities to align energy planning with local priorities. We appreciate the Ministry's continued engagement on these important issues and thank you for considering our perspectives as part of this consultation process.

Template ERO submission

Register Account for submission

Reference: ERO 0250923 – Consultation on the Future of Community Natural Gas Expansion.

Q1. Which application types should expansion focus on?

- Residential growth, employment areas/industrial parks, agricultural production, and community facilities – areas where access would unlock housing supply, economic development and job creation. [Ontario Housing Progress]
- What rationale should application types be based on, consider:
  - Highest economic development impact (jobs/investment/growth)
  - Housing target delivery (linked to municipal targets)
  - Highest possible customer connections (residential/commercial)
  - Constructability readiness (environmental assessment, shovel ready 12-24 months)
  - Municipal governance readiness (Council project support/direction to advance a project)
  - Cost effectiveness (assessment based on customer connection)
  - Equity (under served, remote rural and Indigenous communities)
  - Other (please specify)

Q2. How would access to natural gas support economic development?

- Consider areas of local growth and development, investment requirements, shovel ready projects.

Q3. Is access to natural gas included in your development plans?

- Cite relevant planning documents [i.e. Official Plan, Secondary Plan, Housing and Employment Lands Strategy] that identify natural gas servicing as part of your infrastructure strategy.

Q4. Have you engaged a natural gas developer?

- Status: [Yes/No]. If yes: summarize [project concept, timelines, constraints, readiness].

- If there had been no engagement, your municipality is interested in access to natural gas, provide feedback

Q5. What barriers are preventing access?

- **Examples:** Upfront costs, corridor/ROW timing, coordination with road works, third-party relocations, other projects navigating approvals/design, customer connection/demand,

Q6. Phase 1 and 2 experience (if applicable)

Project: [Name/location].

Status: [Constructed / In progress]

Learnings: [e.g., coordination, communications, permitting]

Outcomes: [connections, economic indicators]

Attachments (recommended)

- Council Resolution (above)
- Letter of Support (above)

From:	Brittany Rier
To:	Brittany Rier
Subject:	FW: Have your say: Consultation on the future of natural gas expansion in Ontario
Date:	September 8, 2025 10:57:00 AM
Attachments:	Draft Council Resolution - Phase 3.docx Draft Letter of Support - Phase 3 .docx Template ERO submission - Phase 3.docx

[EXTERNAL EMAIL]

Dear Warden Matrosovs,

Municipalities across Ontario understand the critical link between infrastructure renewal, integrated energy planning, and economic development in supporting community growth and prosperity. This is a pivotal time in the province's energy sector, where municipalities can play a leadership role in shaping the future of natural gas expansion.

I'm reaching out to encourage your municipality to participate in the Ontario Ministry of Energy and Mines' consultation on the **Future of Community Natural Gas Expansion** (**ERO 0250923**). Your local perspective will help inform a potential Phase 3 of the Natural Gas Expansion Program (NGEP), ensuring that your community's priorities on housing development, economic growth, affordability, and service needs are well represented in Ontario's energy planning decisions.

The consultation is **open until September 22, 2025, at 11:59 p.m.** You can review the posting, register your municipality, and submit your comments at **ERO 0250923 – Future of Community Natural Gas Expansion.**

To support your submission, we've attached:

- A **draft council resolution** supporting Phase 3
- A **draft letter of support**
- A **template ERO submission** for your consideration

I would be happy to arrange a briefing and provide you with more information on Phase 3 of NGEP. This would be an opportunity to review your community's growth priorities, walk through the consultation process, and answer any questions about preparing a strong submission.

Please don't hesitate to reach out to me if you have any questions or for any support in tailoring your submission.

Thank you,
Julie

Canada's Anti-Spam Legislation (CASL) requires Enbridge Gas Inc., to provide you with an option to unsubscribe from receiving commercial electronic messages (CEM) including certain emails promoting our services. If you wish to opt-out from receiving further commercial electronic messages, please **Click here to unsubscribe.**

Committee Report

To:	Warden Matrosovs and Members of Grey County Council
Committee Date:	September 25, 2025
Subject / Report No:	TR-CW-19-25
Title:	Award of Contract to Purchase Motor Grader
Prepared by:	Shaun Anthony, Operations Manager
Reviewed by:	Pat Hoy, Director of Transportation Services Mike Alguire, Purchasing Manager
Lower Tier(s) Affected:	None

Recommendation

1. **That report TR-CW-19-25 containing the quotation results for the award of a motor grader be received; and**
2. **That the contract be awarded to Toromont Cat – Grey County / Owen Sound for a total amount of $628,444.00, excluding HST.**

Executive Summary

The request for quote for the provision of one 224hp motor grader was sought through the Canoe Procurement Group of Canada, Contract: 011723-CAT. The quote came from Toromont Cat – Grey County / Owen Sound, a local dealer. The quote includes various attachments including but not limited to a snow package and one-way Viking plow. This procurement was included in the 2025 budget and 10-year capital plan and is a relatively like-for-like replacement of a 17-year-old unit. This report recommends that the supply contract be awarded to Toromont Cat – Grey County / Owen Sound for a total amount of $628,444.00, excluding HST. As per the County's Purchasing Policy, Council approval is required for purchases over $500,000.00.

Background and Discussion

Transportation Services and Finance staff sought a quote through the Canoe Procurement Group of Canada Program, Contract: 011723-CAT. "Canoe" is a Canadian public sector buying group and not-for-profit organization serving over 6,000 municipalities, public sector entities and not-for profit organizations across Canada. Canoe's procurement offers trade-compliant contracts already competitively tendered on the public sector's behalf. The County's Purchasing Policy permits the County's participation in group purchasing opportunities with Canoe.

A quote for a 224hp motor grader was received from Toromont Cat – Grey County / Owen Sound in the amount of $628,444.00 (excluding HST). The vendor has also provided a trade in value of $110,300.00 for the used 2008 CAT 160M.

As per section 11.2 of the Purchasing Policy, Grey County's member municipalities will have the opportunity to purchase the motor grader being replaced once the new grader has been received (estimated December 2025). Appropriate reserve bids are placed on equipment when offered for sale. If no bids are received or the reserve bid is not met, the equipment will proceed to a public auction. Similarly, if no bids are received or the reserve bid is not met at the public auction, the equipment will be traded in for the above-noted amount. In this case, the reserve bid will be the quoted trade in value of $110,300.00.

Canoe Contract 011723-CAT Quote Results

#	Name of Bidder	Bid Amount (Excluding HST)
1.	Toromont Cat – Grey County / Owen Sound	$628,444.00

Financial and Resource Implications

Project Funding

Item	Excluding HST	Net HST (non-recoverable)
Approved Total Project Budget		$650,000.00
Award Amount	$628,444.00	$639,505.00
Estimated Sale of Used		($110,300.00)
Estimated Required Transfer from Reserve		$529,205.00
Budget Transfer from Reserve		$554,500.00

Project expenditures are under budget by $10,495.00 and the estimated sale price is $14,800.00 higher than budgeted. This will result in $25,295.00 less being withdrawn from the Transportation Services Equipment Replacement Reserve than budgeted and therefore does not generate a surplus. The Transportation Services Equipment Replacement Reserve Fund is evaluated annually when estimating future replacement costs. The Transportation Services Equipment Replacement Reserve Fund has an estimated 2025 year-end balance of $1,938,300.00. The reserve is higher than normal due to delays in receiving replacement tandems in 2024 and 2025.

Relevant Consultation

☒ Internal (list)

- ☒ Finance

☐ External (list)

Appendices and Attachments

None.

Committee Report

To:	Warden Matrosovs and Members of Grey County Council
Committee Date:	September 25, 2025
Subject / Report No:	PDR-CW-57-25
Title:	Surplus Lands for Housing – Site Preparation and Derisking Activities
Prepared by:	Liz Buckton, Senior Policy Planner, MCIP, RPP
Reviewed by:	Scott Taylor, Director of Planning Services
Lower Tier(s) Affected:	Municipality of Grey Highlands and Municipality of West Grey

Recommendation

1. **That staff report PDR-CW-57-25 regarding Surplus Lands for Housing – Site Preparation and Derisking Activities, be received; and,**
2. **That $130,000 be included in the proposed 2026 budget and funded from the One Time Funding Reserve to fund select site preparation and derisking activities for two County-owned properties in Markdale and Durham.**

Executive Summary

This report recommends advancement of select site preparation and derisking activities for two parcels of land, held by Grey County in Durham and Markdale. The suggested activities would support greater certainty relating to the residential development potential of the lands. This recommendation was informed by development sector representatives to be a key pre-condition around any future offering for sale, lease, or partnership for housing purposes. The proposed on-site works would also support County housing development on-site, should the County wish to explore development potential. In relation to lands in Markdale in particular, this work would clear or quantify existing unknowns around the environmental site condition, arising from past rail use and relating to the archaeological potential of the lands. This work is expected to enhance optionality for the lands, regardless of future decisions relating to surplus the site(s), enter into a partnership, or seek development.

Background and Discussion

County staff report PDR-CW-50-23 (included as Appendix 1) described the Surplus Public Lands for Housing initiative and outlined data around affordable housing needs in Grey County. Given cost and timing factors, as well as the complexity of grant application processes for affordable unit creation; staff advised that it is expected that ‘curated’ approaches will likely be required to facilitate new affordable supply. The private/for-profit development sector alone, is not expected to be able to deliver sufficient housing at the depth of affordability necessary to support low-and-moderate income households in Grey. For example, targeted financial tools and stacking of funding, financing, and incentives are likely to be necessary to drive the creation of these affordable units by government and non-profit sectors, or via private/public/non-profit partnership.

Staff identified that the strategic use of surplus public lands presents an opportunity. Surplus lands could offer consequential support to these efforts by community partners; or potentially offer opportunities for additional County-led housing creation (e.g., via Community Services/Housing Service Manager), should funding be made available.

Given the finite nature of land, it was recommended that use of any surplus parcels should be carefully evaluated. Any related public investment through partnership, offering of incentives, and via site preparation/derisking activities should be considered against the potential of the lands to realize housing outcomes, over the long-term. The report identified some key guiding questions around site/investment prioritization, as will be further considered below, with commentary.

Staff report PDR-CW-55-24 (included as Appendix 2) further spoke to the ongoing surplus lands work. Building upon the outreach suggestions within the earlier report, staff identified the opportunity for a targeted outreach to be held in 2025 with private and non-profit sector developers and housing providers. This outreach was included in the Planning department work plan for 2025, to discuss surplus lands offering approaches, partnership opportunities/models, incentives, and pre-development needs for potential development sites.

Sector Outreach

After further site evaluation/costing work to enhance staff's understanding of the development-readiness of the two pilot sites in Durham and Markdale; staff held sector outreach on an invited basis in August 2025. This session pulled together a mixed sample of for-profit / non-profit developers and housing providers for a discussion. In advance of the event, staff shared a survey, capturing specific written feedback around the factors that make a surplus lands offering or partnership opportunity desirable and operationally and financially feasible (or not).

With respect to site preparation and de-risking activities, the survey and event participants identified, on balance, a strong preference for ready-to-develop sites, noting the importance of removing uncertainty around the following items:

- available servicing capacity and timing,
- developable area/unit potential,
- rezoning processes/site permissions, and,
- pre-development study work (e.g. ensuring environmental and archaeological assessments and clearances are in place; and other study needs are clearly articulated).

Where more deeply affordable units are to be included, and where non-profit partners are engaged, the importance of this advance certainty is enhanced. The scale, resourcing, and capacity of non-profit sector organizations to absorb such uncertainty is limited. Generally, non-profits operate with very tight cost margins. Timing and cash flow challenges may arise in relation to project funding, and as such, the more risk that can be limited provides better opportunity to achieve financial viability for affordable housing.

Pilot Sites

As described in staff report PDR-CW-50-23, two pilot sites have been under investigation by County staff, an ~0.7 ha parcel in Markdale, and an ~8.5 ha parcel in Durham, as shown in Figures 1 and 2 below respectively.

Figure 1: Markdale Site

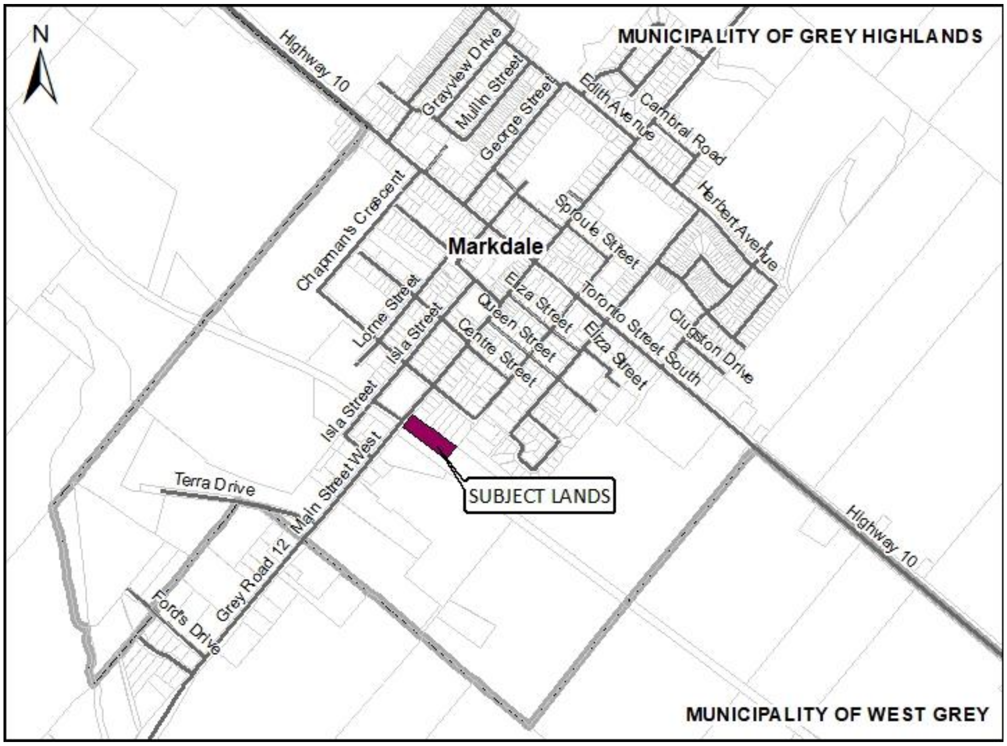
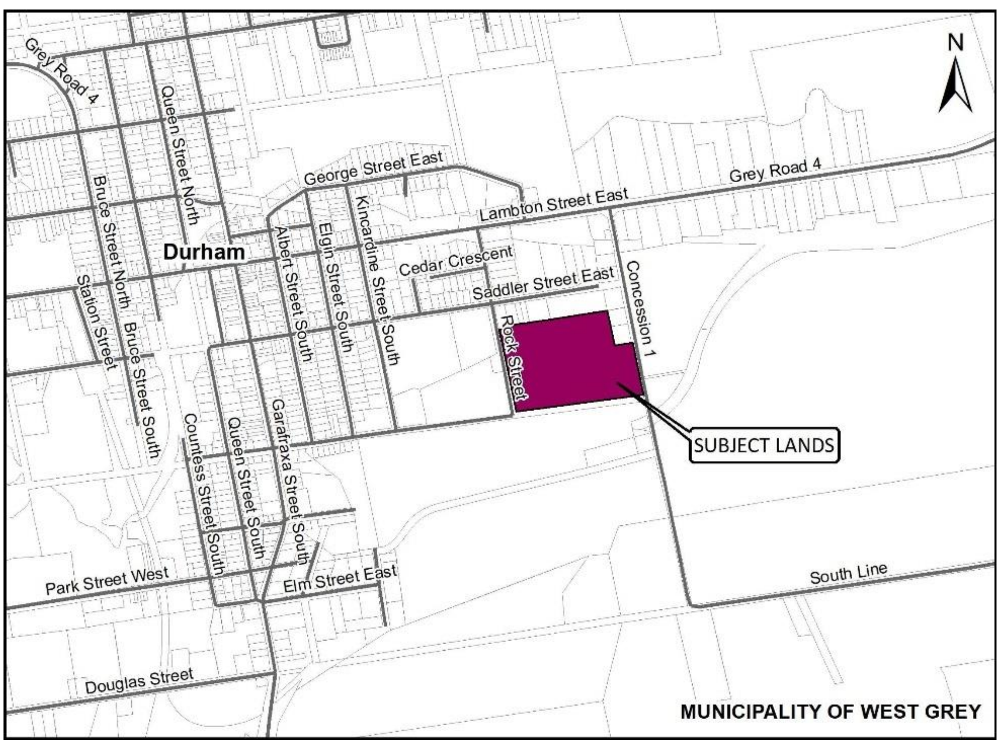


Figure 2: Durham Site



Preliminary review of the Markdale and Durham sites has included the following items:

- Initial consultation with the relevant local municipal staff relating to planning and engineering technical considerations, as would be anticipated to be necessary to advance a future development application on the lands.
- Preliminary consultation with relevant agencies (e.g., Conservation Authorities) relating to natural hazard considerations and County Ecology staff in relation to natural heritage considerations applicable to the lands.
- Subsequent high-level engineering review/input relating to the anticipated scope of such work, assigning approximate itemized costings for the list of site investigation/study indicated for each.
- Consideration of other external factors, such as the new municipal well in Durham, which will facilitate servicing for the subject site, while also impacting development considerations on the subject lands due to updated wellhead protection areas extending into the parcel.
- Coordination with Transportation Services staff relating to separate road reconstruction work planned for Grey Road 12 in Markdale, as abuts the subject County-owned site. This will involve realignment of the access laneway such that it is more directly opposite Scotland Street for best visibility, and the placement of a stormwater connection to the lot line. This work falls within the road's project scope and budget consideration. Coordination with this work may also facilitate installation of service laterals to the lot line, though discussion is ongoing relating to any cost/budget requirements that may apply for this component of the work.

Recognizing the importance of confirming development potential to enable future housing-related use or offering, staff suggest that select follow-up work from this early review be prioritized for advancement through the County's 2026 budget process.

While a more fulsome list of investigation/site preparation needs has been identified for each site, staff recommend that the work advanced by the County should be scoped to that which offers:

- greater clarity around developable area/unit potential of the parcel,
- supports the general principle for development on the lands, and
- maintains or enhances the value and/or optionality of the lands, but which does not extend into elements that would be subject to detail design consideration at the time of a future development/build.

Staff anticipate this work would include the following items, for the sites respectively:

Table 1: Markdale Site Preparation Requirements

Study Requirement	Intent
Archaeological Assessment (Stage 1 & 2)	The subject lands are in an area of identified archaeological potential. The completion of a Stage 1 & 2 Archaeological Assessment is recommended to ensure that any significant cultural heritage / archaeological resources on-site are appropriately conserved or protected prior to site development. Should archaeological resources be identified on-site through the Stage 1 & 2 investigations, a Stage 3 or 4 Archaeological Assessment may be further indicated, with further budget consideration to be discussed in the event of such findings.
Environmental Site Assessment (ESA) Phase 1 & Phase 2 and filing of Record of Site Condition (RSC)	This site was historically occupied by the CP rail line and an adjacent yard. It has been used in an interim manner as a public parking area. Past industrial use triggers the mandatory filing of the RSC, under the *Environmental Protection Act*, where the use of land will be converted to more sensitive use, e.g., residential purposes. An ESA is completed in a progressive manner, beginning with a Phase 1 study and then a Phase 2, if site sampling is indicated based on the Phase 1 historical review. A Phase 2 assessment is expected to be required for these lands given their history. Where no site remediation is indicated to meet residential soil/groundwater standards for future use, the RSC may be filed with the Ministry of Environment, Conservation, and Parks. Filing of the RSC certifies the property's environmental status, offering certain liability protections relating to site contamination. Should site remediation or a risk assessment approach for the lands be indicated, further work may be required prior to filing of the RSC.

Table 2: Durham Site Preparation Requirements

Study Requirement	Intent
Further clarification regarding anticipated storm water management (SWM) pond	Fulsome civil engineering will be required to bring together hydrogeological, geotechnical, and SWM considerations on the basis of a future site layout design/schematic plan

sizing and drainage outlet options.	for the lands. However, the initial work proposed now would focus on determining an approximate footprint for a future stormwater management facility on the lands, to provide a clearer understanding of net developable land and unit potential. Prior work engaged by the County in relation to the adjacent Rockwood Terrace build and through early site review activities, yielded some preliminary understanding of the anticipated storage volume required on this site. The proposed work for 2026 would seek further engineering input to better detail anticipated land need for such SWM facility. Further discussion with West Grey regarding drainage outlet options for the site would also be pursued.

Prioritization and Investment Considerations

Report PDR-CW-50-23 outlined several questions to support prioritization of sites for public investment around future housing opportunity. Not all public lands offer the same level of opportunity to realize housing goals in-line with community needs. The level of advanced investment should be targeted to be reflective of site suitability/potential for housing. Special consideration is to be paid to the needs of non-profit and/or other deeply affordable housing creators, based on the capacity and financial resourcing limitations they are known to experience. Guiding questions for consideration included the following:

Q1) Is this site well-suited for deeply affordable housing creation and/or mixed affordability development by local government, the non-profit sector, or via long-term public-private partnership?

Q2) What base level of site preparation and supporting information is appropriate or necessary such that non-profit and/or for-profit developers may pursue purchase, or lease of surplus public lands for affordable housing creation?

In relation to the second question, it was identified that the level of shovel-readiness and/or site preparation investment appropriate for a site may be reasonably tied to:

- The suitability of the land for public, non-profit, private-public partnership, leasehold offering or disposal for other purposes.
- Site conditions or characteristics that may represent risk to a potential partner or purchaser that must be addressed prior to offering (e.g., environmental conditions).
- The size of the parcel and overall unit potential for the lands.
- The existing affordable housing deficit in the community.
- The future pressures anticipated on rental and affordable housing supply in a community due to anticipated population and employment growth.
- The availability of local infrastructure to support the development.

- The capacity of the local municipality to engage with or to support site-preparation activities (e.g., via rezoning, servicing coordination, interim agreements, co-location of local community services, contribution/ trade/leverage of other local public lands, etc.)
- The availability of local tools and incentives (e.g., Community Improvement Plan programs, Development Charge exemptions, etc.) to additionally support affordable unit creation in a particular location.

Staff have evaluated both the Markdale and Durham sites with the above in mind and concluded that both offer sufficient opportunity to proceed with further technical site investigations and derisking. Both sites are well-suited for deeply affordable housing creation and/or mixed-affordability development. In reaching this conclusion, staff have considered existing Canada Mortgage and Housing Corporation (CMHC) granting criteria, as well as early messaging from the federal government's anticipated Build Canada Homes initiative.

For the Markdale site, given the siting and orientation of the land relative to the abutting street and adjacent rail trail, it's anticipated that a small-to-mid-sized multi-residential building, or a stacked/rowhouse format development may be appropriate for the site.

For the Durham site, being approximately 8.5 ha, it offers flexibility relating to site layout, built format, and tenure. It's anticipated that based on the minimum development density for Primary Settlement Areas required by the County's Official Plan, that this site could yield more than 200 units of housing.

Additional Considerations

The site investigations proposed by this report do not presuppose that the County will surplus, dispose of, or develop either of these sites. These investigations would prepare the County to explore options including development via a surplus offering as part of a request for proposals, a long-term lease, partnership, a sale, or even a County-build, should funding be made available.

Based on feedback from the sector outreach noted earlier within this report, this work would be anticipated also to support desirability/uptake of any future offering or potential partnership around more deeply affordable and/or non-profit housing supply on the lands.

As part of the research for this report, County staff also spoke with a local land appraiser, with respect to such derisking efforts. One of the 'take-aways' was that this work would enhance optionality for the lands by establishing the principle for institutional or residential uses on-site.

Legislative Requirements

Initial *Planning Act* and *Environmental Protection Act* considerations have also been flagged within the body of the report with respect to either future development or on-site investigations for the Durham and Markdale sites.

Other legislative requirements were identified in report PDR-CW-50-23.

Should there be any future disposal of County lands, it would have to go through the County's land disposal process, which is in accordance with the provisions of the *Municipal Act* and the Sale and Acquisition of Land Procedure.

Financial and Resource Implications

Based on prior engineering consultation/development costing work, staff estimate the following expenses apply for the recommended site preparation/de-risking work in Markdale and Durham, respectively. It is recommended that the estimated project cost of $130,000 be included in the proposed 2026 budget and be funded from the One Time Funding Reserve. A breakdown of these costs is as follows:

Markdale Site:

- $10,000 – Stage 1 & 2 Archaeological Assessment
- $75,000 – Phase 1 & 2 Environmental Site Assessment; Filing of Record of Site Condition (assumes no site remediation required)
- $30,000 – Estimate for extension of servicing laterals to the lot line (should costs be applied for installation via Grey Road 12 reconstruction work)

Durham Site:

- $15,000 – Estimate for high level/conceptual design work to inform land need estimates for Stormwater Management/Storage purposes, offering greater clarity around net developable lands/unit potential of the site.

Relevant Consultation

Internal

- Transportation Services, Finance Staff

External

- Appraiser regarding valuation implications of site improvements
- Municipal Planning Staff at West Grey and Grey Highlands
- Engineering development cost review (scope and preliminary costings) by external consultant

Appendices and Attachments

Appendix 1: Staff Report PDR-CW-50-23 (Surplus Public Lands for Housing)

Appendix 2: Staff Report PDR-CW-55-24 (Housing Action Plan Status Update)

Committee Report

To:	Warden Matrosovs and Members of Grey County Council
Committee Date:	September 25, 2025
Subject / Report No:	CAOR-CW-15-25
Title:	Court Security Contribution Agreement and Costing Implications
Prepared by:	Randy Scherzer, CAO
Reviewed by:	Niall Lobley, Deputy CAO
Lower Tier(s) Affected:	City of Owen Sound

Recommendation

1. **That CAOR-CW-15-25 regarding a Court Security Contribution Agreement and Costing Implications be received; and**
2. **That staff be directed to fund the anticipated 2025 budget shortfall from surplus realized in the overall Corporate Services budget or, if none exists, be financed from the One-Time-Funding Reserve; and**
3. **That the Warden and Clerk be authorized to sign the Court Security Contribution Agreement; and**
4. **That staff be directed to prepare a letter under the Warden's signature to the Ministry of the Solicitor General and the Ministry of the Attorney General advocating for additional Provincial funding to support municipalities adhering to security directives required by the Province.**

Executive Summary

The purpose of this report is to update Council on the creation of a Court Security Contribution Agreement, as previously directed by County Council in July 2024, which was developed to provide the City of Owen Sound with the difference between the City's net Court Security and Prisoner Transport (CSPT) costs as reported on the Annual Financial Report to the Ministry of the Attorney General and the provincial CSPT grant.

In 2024, an anticipated overage of the CSPT program to be funded by the County in 2025 was estimated at $250,000. However, at that time, it was noted that variable provincial contributions and annual program demands could create applicable fluctuations in expenses. It has now been determined that the total security cost overage was $369,968.14 leaving the 2025 budget overspent by nearly $120,000.

Additionally, on August 11, 2025, new court security directives were implemented by the Ministry of the Solicitor General (SOLGEN) requiring immediate enhanced security measures in all premises where court proceedings are conducted. Further clarification is still required from SOLGEN to fully determine the scope and impact of the new directives. Court security costs are anticipated to increase as a result of these new directives resulting in further financial impacts on the 2026 budget, and on budgets in future years.

Background and Discussion

Court Security Costs Contribution Agreement

On July 25, 2024, County Council approved entering into a "Court Security Costs Contribution Agreement" to fund the City of Owen Sound shortfall noted in report CAOR-CW-18-24. In that report, it was noted that the Community Safety and Policing Act of 2019 mandates that court security and prisoner transportation services must be provided by the local police services. Ontario legislation dictates that court security must be paid by the area municipality and delivered through the local police services' police chief. The Court Security and Prisoner Transportation (CSPT) was created to support municipalities in funding related services. The CSPT grant looks at expenses from two years prior and calculates municipal allotment by the proportionate share of the total Province wide funding, within the total limit of $125 million set in 2018. Due to this model, funding does not often reflect current and actual expenditures, and allotted shares vary based on the relative spending of other municipalities across the Province.

As the host municipality of the local Superior and Ontario Court of Justice locations, the City of Owen Sound and the Owen Sound Police Services are responsible for funding the related court security and prisoner transportation costs, with the resulting funding shortages placing an inequitable financial burden on these ratepayers for a service used regionally. While ideally the Province would cover the costs of these mandated services, the Court Security Costs Contribution Agreement (attached as Appendix 1) permits Grey County to provide the City of Owen Sound with the difference between the City's net court security and prisoner transport costs and the provincial CSPT grant.

The agreement requires the City to provide the County with a copy of the Annual Financial Report submitted to the Ministry of the Solicitor General, by no later than April 30th of each year. This report provides in-depth details of eligible expenses as provided to the Province, relative documentation pertaining to the expenditures, and any information pertaining to realized or potential revenue streams from the courthouse and building operations. Because the County's annual financial contribution will be determined using the net shortfall reported in the most recently submitted Annual Financial Report, funding will always reflect the shortfall of the preceding calendar year. While this introduces a one-year lag, it simplifies reporting and will reduce administrative burdens, particularly as the agreement renews annually. Once the Annual Financial Report has been received, the County will verify the submitted data and provide the City with the amount totaling the previous year's shortfall within 60 days of receiving County Council direction. At any time, should a new agreement be enacted with the Ministry of the Solicitor General and the City of Owen Sound, the County maintains the right to terminate the agreement. Furthermore, the City is responsible for notifying the County of any overpayment.

Appropriate funds will be budgeted each year based upon staff review of the previous year's actuals, and from relevant information provided by Owen Sound Police Service and will be funded from the levy.

2025 Overages

As noted in CAOR-CW-18-24, the anticipated overage of the CSPT program to be funded by Grey County was estimated to be $229,440. With approval from County Council, this number was rounded up to $250,000 and placed in the 2025 budget to be funded from the levy. As the above the agreement states, City Staff recently provided the 2024 Annual Financial Report (attached as Appendix 2), which indicates the actual overage to be $369,968.14, approximately $120,000 overspent.

County staff requested clarification from City representatives and the Owen Sound Police Services for the variance in projection. The following rationale was provided by Owen Sound Police Services:

- It is important to note that while all Ontario and Superior Courts of Justice for the Owen Sound Courthouse remain hybrid, all new bail arrests by the police services (OPP and Owen Sound Police) are appearing in-person at the courthouse
- Four new part-time Special Constables completed in-class training and began on-the-job training in December 2024, resulting in an increase for Special Constable hours
- Prisoner transports in 2024 increased 265% from 2023, further resulting in a 13% increase of Special Constable hours
- Courts are still catching up from a backlog during COVID, which has resulted in an increase of cases
- Incidents of violent crimes and homicide cases have increased drastically in recent years. These matters often result in a lengthy trial process and violent offenders in trial often have a dedicated court security member so that they can remain uncuffed and remove any potential bias
- The number of virtual hearings has greatly reduced since COVID, and more prisoners are returning in-person to courts rather than appearing virtually due to challenges in video availability and legal representation.
    - In-person appearances result in increased prisoner transports and human resources to monitor and move the individuals throughout the building
- The courts have instructed individuals appearing for bail, formerly from a police detachment, to attend in-person for consolidation purposes

Given the increased actuals for 2024, the previously budgeted 2026 amount will be adjusted accordingly. To account for the $120,000 overage in 2025, staff recommend this be funded from any surplus realized in the overall Corporate Services budget or, if none exist, be funded from the One Time Funding Reserve.

As previously described, while the CSPT grant funding is based on actual costs from previous years, it is calculated on a proportionate municipal basis, and there is a lag experienced on any potential increases. An immediate correlated increase is not expected even given the above rationale; however, incremental improvements may be experienced as the Province catches up over the next few years, although not guaranteed.

SOLGEN Court Security Directives

In response to recent events and growing safety concerns in courts throughout the Province, on August 6, 2025, the Ministry of the Solicitor General distributed improved security directives to police agencies that were to be implemented immediately as of August 11, 2025. The enhanced court security measures were to be adopted in all premises where court proceedings are conducted, with the most obvious changes including the following:

- A single entrance be established for members of the public accessing the courthouse or any premise where court proceedings are conducted
- Anyone attending the courthouse or any premise where court proceedings are conducted be actively screened using metal detectors or security wands
- A security presence on every floor of a courthouse, or any premise where court proceedings are conducted, with armed officers readily available to respond when necessary

As such, beginning on August 11th, Owen Sound Police Services began providing an armed officer, in addition to a special constable, at the POA Court in the Grey County Administration Building to wand any persons entering the courtroom. This change has obvious staffing requirements, resulting in further financial implications over and above the overages described previously.

Clarification is still required from SOLGEN to fully determine the scope and impact of the new directives. Court security costs are anticipated to increase as a result regardless of whether the new directives apply to superior courts and/or POA courts, but the impact will be far greater if they do extend to POA. Staff will continue to work with contacts at OSPS, OPP, and SOLGEN to clarify the new directives and further information will be provided to County Council as part of the budget process once the full financial impact has been determined.

To date, the Province has not announced any additional funding to help offset the added expenses associated with the new security directives. Given the significant impact municipalities will face, staff are recommending correspondence be sent to SOLGEN and the Ministry of Attorney General (MAG) requesting all additional court security costs resulting from the new directives to be fully covered by the Province.

Legislated Requirements

- Community Safety and Policing Act, 2019, S.O. 2019, c. 1, Sched. 1

Financial and Resource Implications

Based upon the 2024 Annual Financial Report, the 2025 budget will result in a $119,168.14 shortfall. Staff recommends that the shortfall be funded from any surplus realized in the overall 2025 Corporate Services budget, or if insufficient funds are available, this be funded from the One Time Funding Reserve.

Relevant Consultation

☒ Internal

☒ Mary Lou Spicer, Director of Finance

☒ Amanda Kokas, Provincial Offences Court Manager

☒ External: SOLGEN, Owen Sound Police Services, City of Owen Sound

Appendices and Attachments

- Appendix 1: Court Security Costs Contribution Agreement
- Appendix 2: 2024 Annual Financial Report

Court Security Costs Contribution Agreement

THIS AGREEMENT made this _______ day of ____________________, 20____, in duplicate 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”);

WHEREAS the City, in accordance with S. 243 (1) of the *Community Safety and Policing Act, 2019, S.O. 2019, c. 1, Sched. 1,* has a policing responsibility with respect to the premises where court proceedings are conducted including security and prisoner transport; and

WHEREAS the Ministry of Solicitor General has entered into an agreement with the City to provide provincial funding to subsidize the eligible costs of court security and prisoner transport; and

WHEREAS Grey County Council endorsed the resolution in Report CAOR-CW-18-24 Court Security and Prisoner Transportation (CSPT) to enter into an agreement with the City to provide the City with the difference between the City’s net court security and prisoner transport costs and the provincial CSPT grant.

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 covenant and agree as follows:

General

Definitions

In this agreement:

“Agreement” means this Agreement and all attached schedules, including all future written amendments to the Agreement and all renewals of this Agreement.

“Annual Financial Report: means the detailed year-end financial report prepared by the Owen Sound Police Service and submitted by the City to the Ministry of the Solicitor General in accordance with the Ontario Transfer Payment Agreement, reporting on actual expenses related to Court Security and Prisoner Transportation.

“Contribution Year” means the calendar year for which the County provides its financial contribution to the City under this Agreement.

“Ontario Transfer Payment Agreement” means the agreement between the City and His Majesty the King in right of Ontario as represented by the Solicitor General for funding security and prisoner transport.

“Reporting Year” means the calendar year covered by the Annual Financial Report submitted to the Province and used to determine the funding contribution for the following Contribution Year.

“Shortfall” means the difference between the City’s net court security and prisoner transport costs and the provincial CSPT grant.

The terms defined in the recitals shall have the same meaning as if repeated here at length.

Term

This Agreement shall be effective as of the date of execution and shall automatically renew annually until terminated by either party.

Termination

Either party may terminate this Agreement upon giving to the other 45 days' written notice prior to the end of any given term.

Upon termination, the City absolves the County of any future financial responsibilities as outlined in Section 5.0.

Responsibilities of the City

As per *Community Safety and Policing Act, 2019, S.O. 2019, c. 1, Sched. 1,* and the Ontario Transfer Payment Agreement between the City and His Majesty the King, the City will meet their policing responsibility with respect to the premises where court proceedings are conducted including security and prisoner transport.

The City shall provide to the County, no later than April 30 of each year, a copy of the Annual Financial Report submitted to the Ministry of the Solicitor General, covering the Reporting Year ending December 31 of the prior calendar year. The report shall include:

A detailed account of the eligible expenses budgeted to provide security and prisoner transport as submitted to the Province

Any supporting correspondence or documentation from the Owen Sound Police Service explaining the basis for the reported expenditures and;

Any information related to realized or potential revenue streams arising from courthouse and building operations

If a new agreement is enacted with the Ministry of the Solicitor General regarding funding security and prisoner transport, or the current one is amended, the City agrees to notify and provide a copy to the County within 15 days. In such a case, the County reserves the right to terminate this Agreement.

The City acknowledges that the County's contribution for each Contribution Year shall be determined using the net shortfall reported in the most recently submitted Annual Financial Report. Accordingly, the financial contribution made in any given calendar year shall reflect the shortfall incurred in the immediately preceding calendar year.

The City recognizes that County Council must annually approve its contribution for Court Security and Prisoner Transportation, considering the most recently submitted Annual Financial Report.

The City shall notify the County at its earliest convenience if an overpayment by the Province has occurred. Consequently, if any debt is incurred due to an overpayment, the City recognizes that it bears the sole responsibility for reimbursing the Province.

Responsibilities of the County

The County shall assess the Annual Financial Report submitted for the immediately preceding calendar year by the City, and upon verification of the data, shall remit to the City an amount totaling the previous year's shortfall within 60 days once direction is received from County Council.

If County Council requests further explanation from City staff, County staff will undertake notifying City staff of the request, providing them with the opportunity to attend a future County Council meeting to report on their budgetary decisions.

The County will work collaboratively with the City on plans to reduce the overall shortfall through an examination of the budgetary documentation, as well as actualized and potential cost-recovery streams.

The County acknowledges that the County's contribution for each Contribution Year shall be determined using the net shortfall reported in the most recently submitted Annual Financial Report. Accordingly, the financial contribution made in any given year shall reflect the shortfall incurred in the immediately preceding year subject to approval of County Council.

Privacy and Confidentiality

Both Parties acknowledge and agree that this Agreement and the activities arising out of it are subject to the Municipal Freedom of Information and Protection of Privacy Act R.S.O 1990, c. M.56 as amended (MFIPPA).

Notice

Any notices required must be in writing and delivered to the following addresses.

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

For the City:
Briana Bloomfield, City Clerk
City of Owen Sound
808 2nd Avenue East, Owen Sound, ON N4K 2H4
Fax: 519 371-0511
Email: bbloomfield@owensound.ca

If delivered in person, it will need to be between 9:00 AM and 4:30 PM, Monday to Friday excluding statutory holidays or other business closure periods. Hand delivered notices will be considered received on the business day of delivery. Notices sent by mail will be deemed to be received on the fifth day after mailed unless mail service is disrupted. Notices delivered by fax or e-mail will be deemed to be received on the next business day after the fax or e-mail is electronically confirmed as received.

Counterparts

This Agreement may be executed in one or more counterparts, including counterparts delivered electronically, 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.

Indemnification

The City will, both during and following the termination of this Agreement, indemnify and hold harmless the County, its officers, elected officials, servant, agents and employees from and against any and all liabilities, claims, demands, losses, expenses, costs, damages, actions, suits or other proceedings directly or indirectly arising out of this Agreement attributable to bodily injury, sickness, disease or death or to damage to or destruction of tangible property caused by any acts or omissions of the City, its officers, agents, servants, employees, customers, volunteers, invitees or licensees, on the premises or any part thereof and/or, as a result of activities under this Agreement including all services provided, intended to be provided or required to be provided by the City pursuant to this Agreement. This clause will survive the termination of this Agreement.

Governing Law

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

Severability

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

Entire Agreement

This Agreement is the entire agreement between the parties with respect to the court security costs contribution agreement and replaces all prior written or verbal agreements, understandings, negotiations or discussions.

Amendment of Agreement

This Agreement can only be changed by a written document signed by signing authorities for both parties.

Successors and Assigns

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

This Agreement benefits and binds the parties and their respective successors and permitted assigns.

No Partnership

Nothing in this Agreement means that a partnership, joint venture or employment relationship exists between the County and the City or to either party's employees, elected officials, or volunteers.

Adherence to Laws

Both parties agree to follow all applicable federal and provincial laws in carrying out the terms of this Agreement.

No Waiver

For either party to release any of its rights under this Agreement, it must be in writing and signed by both parties.

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

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

Dispute Resolution

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

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

[The remainder of this page intentionally left blank.]

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

The Corporation of the County of Grey

Andrea Matrosovs, Warden	Date
Tara Warder, Clerk	Date

The Corporation of the City of Owen Sound

Ian Boddy, Mayor	Date
Briana Bloomfield, Clerk	Date

COURT SECURITY AND PRISONER TRANSPORTATION (CSPT) PROGRAM
2024 ANNUAL FINANCIAL AND PERFORMANCE MEASUREMENT REPORT
January 1, 2024 to December 31, 2024

QUESTIONS & ANSWERS

CONTEXT

• In September 2020, the Ministry of the Solicitor General (ministry) hired an independent consultant to conduct a review of court security and prisoner transportation in Ontario, including the design of the CSPT Program. Municipalities, police services and other justice sector partners were engaged during the review process.
• The review has been completed and a phased approach is being taken in response to the program review to ensure a pathway for future planning and continuous improvement founded on evidence that addresses gaps in the program review.
• As a first step in this phased approach, and based on one of the vendor's recommendations, the ministry is enhancing reporting requirements for the CSPT TP Program through the introduction of a Performance Measurement Framework (PMF). This will help create a foundation for continuous quality improvement and program efficiencies that is evidence-based.
• Beginning in 2022, as part of the CSPT TP program, a report-back on provincially identified performance measures and indicators will be required as outlined in the Transfer Payment Agreement. Reporting will be on an annual basis and aligned with the timelines for financial reporting.

CSPT PROGRAM PERFORMANCE MEASUREMENT FRAMEWORK (PMF)

The CSPT Program PMF is a framework for measuring, monitoring, and reporting of results achieved by the program. This PMF is a "living document" that may evolve and improve over time as current data being collected is analyzed, more data points become available, and the program's ability to collect results expands.

PERFORMANCE INDICATOR	PERFORMANCE MEASURE	HELPFUL TIPS
Number of court appearances	Number of in-person court appearances conducted	If you have hybrid court appearances, please try to track that separately and clearly specify that number. This helps differentiate between hybrid, in-person and virtual appearances when analyzing data.
	Number of virtual court appearances conducted **(if unavailable, please indicate "N/A")**	Virtual court appearances are considered court appearances in which the inmate/prisoner did not have to be transported out of the institution to attend court.
Number of full-time equivalent sworn police officers and special constables that are supporting prisoner transportation and/or court security	Total number of full-time equivalent sworn police officers and special constables assigned to prisoner transportation and court security duties.	Please specify and include the breakdown by the number of sworn police officers and the number of special constables.
	Total number of full-time equivalent sworn police officers and special constables that **support prisoner transportation duties**	Please specify and include the breakdown by the number of sworn police officers and the number of special constables.
	Total number of full-time equivalent sworn police officers and special constables that **support court security duties**	Please specify and include the breakdown by the number of sworn police officers and the number of special constables.
Number of prisoner transportation trips	Number of prisoner transportation trips conducted by full-time equivalent sworn police officers and special constables.	When counting the number of prisoner transportation trips, consider them as individual one-way trips.

KEY PERFORMANCE MEASUREMENT TECHNOLOGY
• **Indicator**: A qualitative or quantitative means of measuring an output or outcome with the intention of gauging the performance of a program
• **Objective**: An achievable and realistic expression of a desired result
• **Output-based indicator:** A measure of the tangible items, direct products, or services produced from the activities of a program or initiative or project. Because outputs are tangible, they can be recorded and counted. Output indicators are essential to program and project management. For example, they may tell if a program or initiative or project is progressing on time and on budget.
• **Outcome-based indicator**: A measure that demonstrate the extent to which each program or initiative or project's activities contribute to the achievement of the program or initiative or project's objectives and priorities. Outcome-based indicator can be short-term, intermediate-term or long-term. Outcome-based indicator provides information needed for planning, setting policy or program direction, highlighting success, and to help manage risks that may affect the ability to meet program or project objectives.
• **Performance measure**: Quantifiable information that provides a reliable basis for directly assessing achievement, change or performance over time.
• **Performance measurement**: The process of assessing results, e.g., the degree to which objectives are being achieved.
• **Performance measurement framework**: A tool that provides a consistent approach for systematically collecting, analyzing, utilizing, and reporting on the performance of a program or initiative or project. A PMF includes the expected outcomes of a program or initiative or project, indicators and associated targets, data sources and data collection frequency, and actual data collected for each indicator.

FREQUENTLY ASKED QUESTIONS

1. When reporting on the required performance measures, how should reporting be captured for those who are in-custody versus out-of-custody?
Reporting on the performance measures/indicators is only required for in-custody appearances. Out-of-custody court appearances are not required to be tracked/reported as those individuals are responsible for their own transportation to court.

2. Is reporting on the number of virtual court appearances required?
Yes, this performance measure is required. This measure provides helpful information in determining efficiencies and cost effectiveness related to prisoner transport. If the data is

3. For individuals who are in-custody and need to be transported to the courthouse for virtual hearings (and also require court security), are those numbers considered in-person, virtual or another category of hearings?
Those numbers would be considered "hybrid" hearings. If possible, please include in-person, virtual and hybrid separately. It would also be helpful for the Ministry to be aware of why and how the hybrid situation would and/or could occur. If you are unable to track hybrid separately, please consider those numbers where individuals in-custody are transported for virtual hearings as "in-person hearings."

4. If an individual in-custody has multiple charges that they are appearing in court for (either in-person or virtually) in a single day, should this be reported as one court appearance or multiple court appearances?
It should be counted as one court appearance, as the focus is on the security and transportation of the prisoner to appear in court on a given day, not the number of charges.

5. What services and activities are eligible for funding under the CSPT Program and relevant to the new reporting requirements?
The court security and prisoner transportation services and activities that are eligible for funding are outlined in Schedule "F" of the 2024 CSPT funding contract. This includes:

COURT SECURITY includes:
1. Facility Perimeter Security
Costs associated with external and/or internal presence of police or other security personnel during regular or non-regular hours to secure the perimeter of the facility, to respond to a specific threat or for high-profile matters.

2. Courtroom Security
Costs associated with the presence of police or other security personnel in the courtroom to ensure the safety and security of the proceedings and attendees.

3. General Courthouse Security Presence
Costs associated with the use of screening stations to screen all public visitors to the courthouse, including the use of magnetometers and x-ray machines, and police or other security personnel assigned to perform roving patrols of the court facility.

4. Prisoner Movement in Courthouse
Costs associated with monitoring the movement of prisoners between holding cells and other areas within the courthouse.

5. Prisoner Guarding in Holding Cells
Costs associated with guarding and monitoring of prisoners brought to court and held in courthouse holding cells (where applicable).

6. Prisoner Feeding
Costs associated with the provision of meals to prisoners required while in the custody of local police services for the purpose of attending court.

7. Virtual Court Proceedings
Costs associated with the guarding, monitoring and transportation of prisoners when court proceedings are held remotely outside of court locations will be eligible for consideration for funding. This excludes virtual court appearances that take place within a correctional institution.

PRISONER* TRANSPORTATION includes:
**PRISONER includes: Persons being held in custody as a result of provincial or federal offence proceedings, including persons under immigration detention.*
1. Prisoner Transport
Costs associated with the movement of prisoners between correctional institutions and court locations for the purposes of attending court.

2. Prisoner Transport - Youth
Costs associated with the movement of youth in custody between correctional and/or custodial facilities and court locations for the purposes of attending court.

TRAINING, EQUIPMENT AND RECRUITING includes:
1. Costs associated with training that is relevant to court security and prisoner transportation only.

2. Costs associated with equipment that is unique to the provision of court security and prisoner transportation and does not include equipment that would be utilized for other purposes.

3. Costs associated with recruiting that is relevant to the staffing of court security and prisoner transportation only. Costs may include advertising for applicants, physical fitness and/or psychological testing, applicant screening, interviews, or any other related human resources expense.

In addition, costs associated with the guarding, monitoring and transportation of prisoners when court proceedings are held remotely outside of court locations are eligible for consideration for funding. Reasonable costs associated with transporting prisoners from custodial facilities to court locations would qualify. This could include fuel and general maintenance of vehicles used specifically to transport the prisoners between custodial facilities and court locations. These costs may be expensed under the "Other" category under the Prisoner Transport Expenses.

6. What expenses are ineligible for funding?
Ineligible funding include costs associated with performing court administration and related duties including the scheduling of staff for daily deployment, the service of legal documents, the preparation/maintenance of Crown Brief materials, the entry of data into court information systems, preparing or swearing/affirming legal documentation, scheduling of court appearances or other duties of a related nature.

7. What is required for "Proof of Expenses" in the "Court Security Expenses" and "Prisoner Transport Expenses" tabs?
This requirement is new for the 2024 reporting and is important to help the ministry reconcile reported costs. Please provide an itemized list of supporting documentation to demonstrate proof of expense including invoices, receipts, and spreadsheets/reports (i.e. spreadsheet demonstrating hours and salaries for personnel related costs.) The grand total of the "Court Security Expenses" tab should match the total in line "a" of the Financial Report and the grand total of the "Prisoner Transport Expenses" tab should match the total in line "f". Please clearly indicate how your supporting documents correspond to each line item by numbering each receipt/invoice and indicating the receipt/invoice number(s) (Column E) for each line item.

For any other questions related to the CSPT Program and completing the Annual Financial and Performance Measurement Report, please contact Rosanna.Tamburro@ontario.ca and Emily.Jefferson@ontario.ca.

SCHEDULE "G": 2024 Annual Financial and Performance Measurement Report

REPORTING MUNICIPALITY: (please select from drop down list)				
City of Owen Sound				
CONTACT INFORMATION:				
Salutation:	First Name:		Last Name:	Title:
Mr.	Craig		Ambrose	Chief of Police
Tel:	Ext:	Fax:	Email:	
519-376-1234	1224	519-376-2456	cambrose@owenSoundpolice.com	
Address:				
922 2nd Avenue West				
City:			Postal Code:	
Owen Sound			N4K 4M7	
LOCAL POLICE SERVICE:				
Name of Police Service:				
Owen Sound Police Service				

2024 FINANCIAL REPORT

INSTRUCTIONS: Please complete the following section in relation to Schedule F – Court Security and Prisoner Transportation Services and Activities Eligible For Funding.

If applicable, please provide a breakdown for lines b, c, d, g, h, and i.

Please also complete the expense pages/TABS for eligible court security expenses and eligible prisoner transportation expenses.

2024 Allocation:	**$393,099.00**
COURT SECURITY COSTS	
a) Total gross annual court security costs	$754,291.05
b) Total annual payments provided to other municipalities for court security (please specify municipalities below):	
1	
2	
3	
Sub-total:	$0.00
c) Total annual payments received from other municipalities for court security (please specify municipalities):	
1	
2	
3	
Sub-total:	$0.00
d) Total annual payments received by the municipality and police service, from other funding sources for court security (i.e. MAG, MCCSS, SOLGEN-IS, OPP) (please specify sources):	
1 OPP-meal costs recovered	1,426.80
2	
3	
Sub-total:	$1,426.80
e) Total net annual court security costs (a + b - c - d):	*$752,864.25*
PRISONER TRANSPORTATION COSTS	
f) Total gross annual prisoner transportation costs:	$13,822.37
g) Total annual payments provided to other municipalities for prisoner transportation (please specify municipalities):	
1	
2	
3	
Sub-total:	$0.00
h) Total annual payments received from other municipalities for prisoner transportation (please specify municipalities):	
1	
2	
3	
Sub-total:	$0.00
i) Total annual payments received by the municipality and police service, from other funding sources (i.e. MAG, MCCSS, SOLGEN-IS, OPP) for prisoner transportation (please specify sources):	
1 MAG-prisoner escort cost recovery	3,619.48
2	
3	
Sub-total:	$3,619.48
j) Total net annual prisoner transportation costs (f + g - h - i):	*$10,202.89*
Total Net Court Security and Prisoner Transportation Costs for 2024 (e + j):	**$763,067.14**
Variance (Allocation - Total Net Costs for 2024):	**-$369,968.14**

SIGNATURE OF AUTHORIZED OFFICIAL:

I, hereby certify that the information provided in the Expenditure Summary for 2024 is correct and is in agreement with the books and records of the municipality and its consolidated entities.

Title:	Print Name:	
Chief of Police	Craig Ambrose	
Signature:		Date:
		27-Apr-25

2024 PERFORMANCE MEASURES			
Please complete the following section in relation to Schedule D – Performance Measurement Framework			
REPORTING MUNICIPALITY:			
NAME OF LOCAL POLICE SERVICE:			
PERFORMANCE MEASURE	**PERFORMANCE INDICATOR**	**REPORTING PERIOD: JANUARY 1, 2024 to DECEMBER 31, 2024**	**COMMENTS**
Number of court appearances	Number of in-person court appearances conducted	**953**	**Includes both OPP and Owen Sound Police Service Custodies**
	Number of virtual court appearances conducted ***(if unavailable, please indicate "N/A")***	**1561**	**ONLY Owen Sound Police Service virtual custody appearances**
Number of full-time equivalent sworn police officers and special constables that are supporting prisoner transportation and/or court security	Total number of full-time equivalent sworn police officers and special constables assigned to prisoner transportation **and** court security duties	17	3 Full Time Police Officers 3 Full Time Special Constables 11 Part Time Special Constables
	Total number of full-time equivalent sworn police officers and special constables assigned to **prisoner transportation** duties	17	3 Full Time Police Officers 3 Full Time Special Constables 11 Part Time Special Constables
	Total number of full-time equivalent sworn police officers and special constables assigned to **court security** duties	17	3 Full Time Police Officers 3 Full Time Special Constables 11 Part Time Special Constables
Number of prisoner transportation trips	Number of prisoner transportation trips between correctional institutions and court locations for the purpose transporting persons in-custody to attend court	15	

COURT SECURITY EXPENSES

INSTRUCTIONS: Please refer to **Schedule F** of the Court Security and Prisoner Transportation Transfer Payment Agreement for services and activities eligible for funding.
Please complete the form below by providing:
1. Expense Item: Briefly describe the expense item (e.g., salaries).Add additional expense lines as needed.
2. Eligible Activity: Select the eligible activity associated with the expense item.
3. Expense Amount: Provide the total amount for the reporting calendar year.
4. Proof of Expenses: Provide an itemized list of invoices/receipts to demonstrate proof of expense. Please clearly indicate how your supporting documents correspond to each line item by numbering each receipt/invoice and indicating the receipt/invoice number(s) (Column E) for each line item.

Note: **Ineligible funding** includes costs associated with performing court administration duties including the scheduling of staff for daily deployment, the service of legal documents, the preparation/maintenance of Crown Brief materials, the entry of data into court information systems, preparing or swearing/affirming legal documentation,

Invoice #	Expense Item	Eligible Activity (please select from the dropdown menu)	Expense Amount ($)	Proof of Expenses	Comments
Personnel (e.g., Uniform, Civilian)					
1	Civilian	Courtroom Security	$160,405.01	Calc. Worksheet	
2	Civilian	General Courthouse Security Presence	$320,810.02	Calc. Worksheet	
3	Civilian, Uniform	Prisoner Movement in Courthouse	$165,465.00	Calc. Worksheet	
4	Civilian	Prisoner Guarding in Holding Cells	$82,254.35	Calc. Worksheet	
5	Uniform	General Courthouse Security Presence	$5,493.70	Calc. Worksheet	
		Personnel Sub-total:	**$734,428.08**		
Equipment (please specify)					
1	KLE Canada-Uniforms	All of the Above	$2,878.90	PDF #1 Invoices	
2	MDC-Handcuffs, Leg Irons	All of the Above	$1,764.94	PDF #1 Invoices	
3	CarryAll-Security Wands	All of the Above	$453.85	PDF #1 Invoices	
4	Universel, Under Armour-Boots	All of the Above	$819.10	PDF #1 Invoices	
5	Clothing Allowance-Special Constables	All of the Above	$1,458.54	PDF #1 Invoices	
		Equipment Sub-total:	**$7,375.33**		
Recruitment (please specify)					
1					
2					
3					
4					
5					
		Recruitment Sub-total:	**$0.00**		
Training (please specify)					
1	OACPM Conference		$254.40	PDF #2 Invoices	
2					
3					
4					
5					
		Training Sub-total:	**$254.40**		
Other (e.g., Prisoner Meals)					
1	Prisoner Meals	Prisoner Feeding	$11,010.72	PDF #3 Invoices	
2	Costs Recovered-OPP	Prisoner Feeding	-$1,426.80	PDF #4 Invoices	
3	Ackland Grainger	Prisoner Guarding in Holding Cells	$185.00	PDF #5 Invoices	
4	Ministry of Solicitor General-Security Gowns, Quilts	Prisoner Guarding in Holding Cells	$1,037.54	PDF #6 Invoices	
5					
		Other Sub-total:	**$10,806.46**		
			$752,864.27		

PRISONER TRANSPORT EXPENSES

INSTRUCTIONS: Please refer to **Schedule F** of the Court Security and Prisoner Transportation Transfer Payment Agreement for services and activities eligible for funding. Please complete the form below by providing:

1. Expense Item: Briefly describe the expense item (e.g., salaries).Add additional expense lines as needed.

2. Eligible Activity: Select the eligible activity associated with the expense item.

3. Expense Amount: Provide the total amount for the reporting calendar year.

4. Proof of Expenses: Provide an itemized list of invoices/receipts to demonstrate proof of expense. Please clearly indicate how your supporting documents correspond to each line item by numbering each receipt/invoice and indicating the receipt/invoice number(s) (Column E) for each line item.

Invoice #	Expense Item	Eligible Activity (please select from the dropdown menu)	Expense Amount ($)	Proof of Expenses	Comments
Personnel (e.g., Uniform, Civilian)					
1	Civilian (Vehicles, Mileage)	Adult Prisoner Transfer	$12,467.89	Calc. Worksheet	
2	Civilian (Vehicles, Mileage)	Youth Prisoner Transfer	$1,354.48	Calc. Worksheet	
3					
4					
5					
		Personnel Sub-total:	**$13,822.37**		
Equipment (please specify)					
1					
2					
3					
4					
5					
		Equipment Sub-total:	**$0.00**		
Recruitment (please specify)					
1					
2					
3					
4					
5					
		Recruitment Sub-total:	**$0.00**		
Training (please specify)					
1					
2					
3					
4					
5					
		Training Sub-total:	**$0.00**		
Other					
1	Prisoner Escort Costs Recovered-MAG Crown Approved	Adult Prisoner Transfer	-$3,619.48	PDF #7 Invoices	
2					
3					
4					
5					
		Other Sub-total:	**-$3,619.48**		
			$10,202.89		

Committee Report

To:	Warden Matrosovs and Members of Grey County Council
Committee Date:	September 25, 2025
Subject / Report No:	LTCR-CW-19-25
Title:	Capital Funding Program and Ministry Survey
Prepared by:	Jennifer Cornell, Director of Long-Term Care & Senior Services
Reviewed by:	Niall Lobley, Deputy Chief Administrative Officer
Lower Tier(s) Affected:	

Recommendation

1. **That report LTCR-CW-19-25 Capital Funding Program and Ministry Survey be received; and**
2. **That staff be directed to complete the Ministry of Long-Term Care survey by September 29, 2025, indicating Grey County's readiness to potentially develop the approved 62 long term care beds at Grey Gables and that action be taken prior to County Council approval, as per Section 26.6 (b) of the Procedural By-law; and**
3. **That staff be directed to undertake updated cost forecasts and any other applicable studies for the potential development of a 128-bed new home at Grey Gables to be funded from the One Time Funding Reserve; and,**
4. **That staff be directed to bring forward a report before March 2026 outlining the updated budget impacts, and a draft Development Agreement for Council's consideration.**

Executive Summary

The Ministry of Long-Term Care (MLTC) released a new Capital Funding Program (CFP) on July 31, 2025, to increase funding for long-term care projects and remove key barriers to advancement. In response to the MLTC's memorandum dated August 27, 2025, Grey County is required to submit a written commitment and survey response by September 29, 2025, confirming its readiness to (re)develop the approved bed allocations.

Grey County currently has 62 beds approved for development at the Grey Gables site. This report recommends that staff be directed to submit a survey response indicating the County's intent to execute a development agreement with the province by March 2026 and to potentially begin construction of a new 128-bed Grey Gables Long-Term Care home no later than March 2028.

Background and Discussion

Previous Applications and Approvals

In 2019, Grey County submitted applications to the MLTC for two major long-term care projects:

- Rockwood Terrace: Redevelopment and expansion to a new 128-bed facility.
- Grey Gables: Redevelopment from a 66-bed Class A facility to a new 128-bed home on the same property, with the existing building repurposed as an assisted living retirement home.

Both applications were approved, and the province allocated 62 new beds to Grey Gables (128 total beds minus the existing 66). Staff have confirmed that the new beds are intended to be part of a new standalone facility, not an extension of the current building.

Due to the scale of both projects, Council prioritized Rockwood Terrace, which is now under construction and represents Grey County's largest capital project to date at $96 million.

On February 23, 2023, Council deferred a motion regarding Grey Gables pending completion of the Rockwood Terrace tender process. With construction now 25% complete, there is an opportunity to reassess the financial feasibility of the Grey Gables redevelopment.

Capital Funding Program and Ministry Survey

The new CFP offers up to 85% funding for new beds on maximum per bed cost of $436,000. Rockwood Terrace is not eligible for reconsideration under this program. The province has committed to adding 30,000 new long-term care beds, and the CFP is designed to support this mandate.

In late August 2025, the Ministry released a survey to assess which operators with previously approved but unbuilt beds can proceed in a timely manner. The survey outlines the following development timeline:

- **Survey response deadline**: September 29, 2025
- **Executed development agreement**: March 2026
- **Construction start deadline**: no later than March 2028

Grey Gables' existing 66 Class A beds meet current design standards and are not eligible for redevelopment funding under the CFP. The 62 new beds are eligible for CFP funding. Funding for the existing beds will need to be sourced through alternate mechanisms.

The Ministry survey presents three options:

Option 1: Proceed with Development Planning

- Maintain the 62-bed allocation.
- Direct staff to explore redevelopment options (updated cost estimates, concept designs, site analysis).

- Initial funding may be sourced from LTC reserves or surplus.
- Positions Grey County to meet Ministry timelines and secure CFP funding.

Option 2: Withdraw from Redevelopment

- Release the 62-bed allocation back to the province.
- Forfeits future funding and development opportunities at Grey Gables.

Option 3: Defer Decision Until Rockwood Completion

- Request the Ministry to maintain the 62-bed allocation and provide further information in 2027.
- **Risk**: The Ministry may rescind the allocation due to lack of commitment.

Staff recommend **Option 1**: to proceed with development planning and submit a survey response confirming Grey County's intent to execute a development agreement with the province by March 2026. This agreement would support the potential construction of a new 128-bed Grey Gables Long-Term Care home, with construction to begin no later than March 2028.

To support this approach:

- Staff will engage external consultants to:
  - Review existing project plans and perform any applicable studies and site analysis
  - Update cost estimates
- A revised cost estimate and draft development agreement will be brought to Council for review and approval prior to submission to the Ministry.
- Upon confirmation of provincial funding, staff will initiate detailed planning and design phases throughout 2026, followed by a procurement process in 2027, and groundbreaking in 2028.

Financial and Resource Implications

Significant additional work will be required should Council support the staff recommendation to bring forward updated cost estimates and to complete any applicable studies and site analysis for a new Grey Gables Long-Term Care Home. It is recommended that any costs to complete this work be funded from the One Time Funding Reserve.

In 2019, the estimated cost for the project was approximately $36 million, based on a per-bed cost of $280,000 from a recent comparable build. Rockwood Terrace, a new 128-bed facility and a direct comparator, was procured in 2023/24 at a total project value of $96 million, equating to a per-bed cost based on overall project costs of approximately $750,000; an almost 170% increase in price from the 2019 comparable.

Under the new Capital Funding Program, the province may contribute up to $370,600 per bed (85% of the grant cap of $436,000 per bed). In addition, the County qualifies for up to $500,000 of additional funding to support design costs. Based on Rockwood, it is anticipated that the costs will exceed the provincial cap and so the County might anticipate a full provincial grant of approximately $23,477,200.00.

Based on the Rockwood costs of $96,000,000.00, this would leave a balance of approximately $72,522,800.00. In percentage terms, based on these assumptions, the total provincial grant would be approximately 24% of the total cost.

It is noted that these costs are high level estimates based on Rockwood Terrace and do not account for inflationary pressures between the time of report authoring and tender. One of the key next steps, if Council support the staff recommendation, is to refine these cost estimates.

Assuming a similar approach to Rockwood was taken and that the balance of funds was funded through debenture, this would add to the County's long-term debt. The amount of debt a municipality can carry is subject to maximum limits established by the province and the annual payments to service debts must not exceed 25% of the municipalities own source revenue. This is known as the Annual Repayment Limit or ARL. Grey County has established a policy to limit the ARL to 10% or less. Based on the above figures and other commitments, staff anticipate that there is capacity to assume this magnitude of debt within the 25% provincial limit, but that this would incur a period where the ARL to meet debt payments exceeds the County target of 10% of less.

Relevant Consultation

☒ Internal

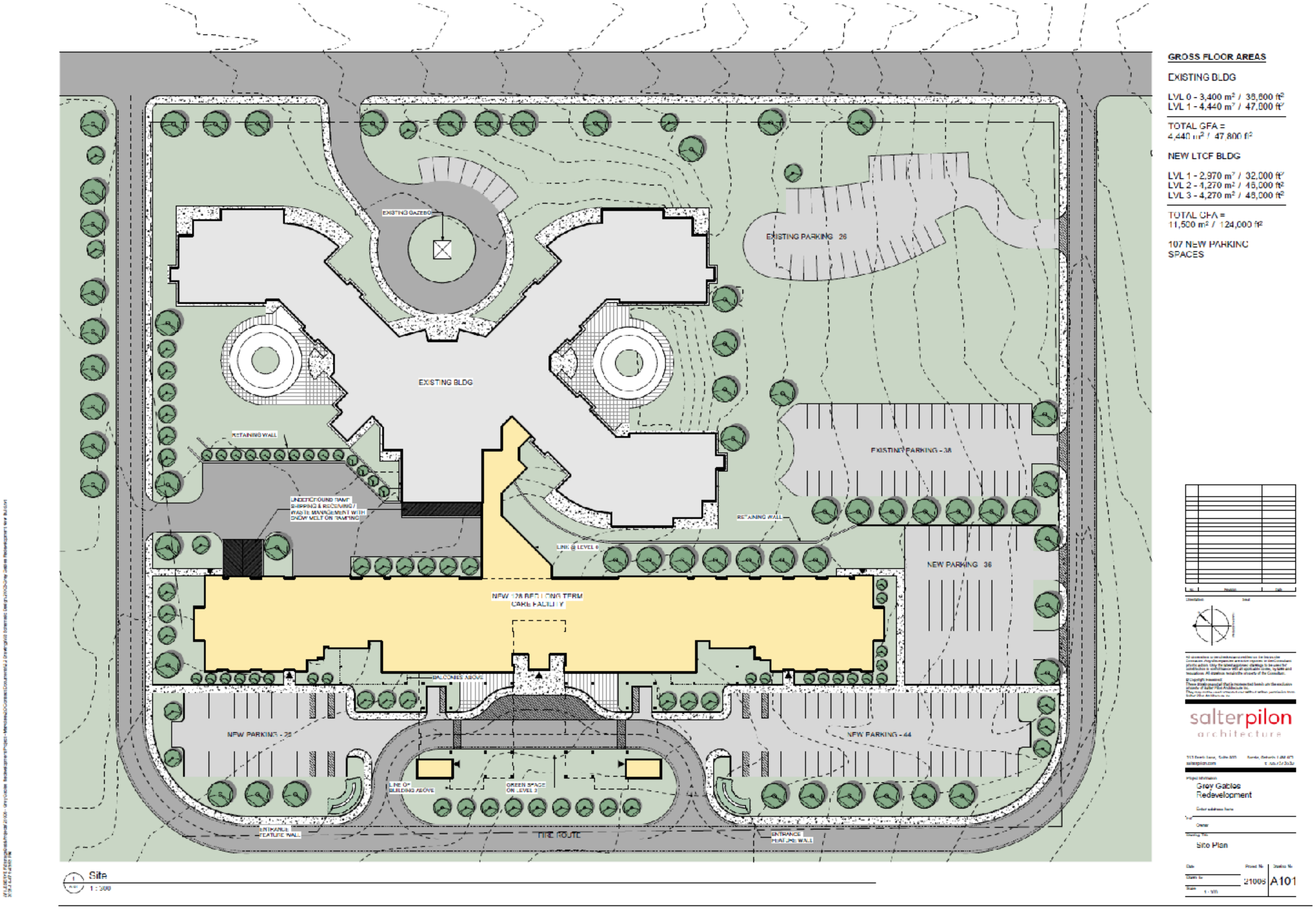
- ☒ Mary Lou Spicer, Director of Finance

Appendices and Attachments

Ontario Launching New Funding Program to Build Long-Term Care Homes | Ontario Newsroom

2025 Long-Term Care Home Capital Funding Policy | ontario.ca

Grey Gables Redevelopment Concept Plan – attached


GROSS FLOOR AREAS
EXISTING BLDG
LVL 0 - 3,400 m² / 36,600 ft²
LVL 1 - 4,440 m² / 47,000 ft²
TOTAL GFA =
4,440 m² / 47,800 ft²
NEW LTCF BLDG
LVL 1 - 2,970 m² / 32,000 ft²
LVL 2 - 4,270 m² / 46,000 ft²
LVL 3 - 4,270 m² / 46,000 ft²
TOTAL GFA =
11,500 m² / 124,000 ft²
107 NEW PARKING
SPACES
EXISTING GAZEBO
EXISTING PARKING - 26
EXISTING BLDG
EXISTING PARKING - 38
RETAINING WALL
NEW PARKING - 36
NEW 128 BED LONG TERM
CARE FACILITY
BALCONIES ABOVE
NEW PARKING - 25
NEW PARKING - 44
FIRE ROUTE
salterpilon
architecture
Grey Gables
Redevelopment
Site Plan
21005
A101
Site
1 : 500

Committee Report

To:	Warden Matrosovs and Members of Grey County Council
Committee Date:	September 25, 2025
Subject / Report No:	EDTC-CW-11-25
Title:	Industrial Development Charges 'Holiday'
Prepared by:	Niall Lobley, Deputy CAO; Savanna Myers, Director of EDTC
Reviewed by:	Randy Scherzer, CAO
Lower Tier(s) Affected:	All

Recommendation

1. **That report EDTC-CW-11-25 Industrial Development Charges 'Holiday' be received; and,**
2. **That staff be directed to prepare the relevant amending by-law(s) that incorporate a reduction on the industrial portion of non-residential development charges to zero for 2025 and 2026 and bring it forward for Council's consideration; and**
3. **That staff be directed to return any funds collected since January 2025 in payment for industrial development charges which as of July 30, 2025 was estimated to be less than $25,000; and,**
4. **That staff be directed to start the 2026 development charges by-law review process before year-end and to fund any expenditures in 2025 from the Development Charges – General Government Reserve.**

Executive Summary

The purpose of this report is to seek Council's support of an Industrial Development Charges holiday. The current bylaw which introduced the County's first ever non-residential development charges was approved in 2021 and is set for review in 2026. Staff are recommending a holiday on the industrial portion of non-residential development charges effective January 1, 2025 (to align with the calendar year phase-in increase period and when the fiscal environment began to shift) through to the end of the current by-law (December 31, 2026), to help spur employment land opportunities and employment growth given the shifting fiscal environment created by tariff threats that began earlier this year.

Background and Discussion

Non-residential development charges were introduced for the first time in Grey County through the 2021 approved by-law that took effect January 1, 2022. As a new category, the charges were introduced in a phased approach beginning January 1, 2023. The chart below demonstrates the total non-residential DCs collected, the industrial only portion of those DCs collected, and the total assessment recorded for those developments in the first two years of collection.

Year	Total Non-Residential DC	Industrial Portion Only	Assessment
2023	$80,424.99	$17,502.60	$27,887,730
2024	$138,989.34	$79,846.32	$21,468,000

The 2021 Development Charges Background Study forecasted non-residential building space per the chart below:

Non-Residential Growth Forecast	2021 Estimate	General Serivces Planning Period 2022 - 2031		Roads & Related Services 2022 - 2041	
		Growth	Total at 2031	Growth	Total at 2041
Total Employment	43,560	3,420	46,980	6,850	50,410
Population-Related	*22,580*	*1,700*	*24,280*	*3,120*	*25,700*
Employment Land	*13,880*	*1,400*	*15,280*	*2,970*	*16,850*
Rural	*7,100*	*320*	*7,420*	*760*	*7,860*
Non-Residential Building Space (sq.m.)		240,999		491,054	

Grey County's 2025 non-residential DC charge is $29.86 per square metre which is 75% of the eligible non-residential DC charge based on the phased-in increase. The current DC By-laws would see the full non-residential DC charge applied in 2026 (adjusted annually based on building construction-price index) unless a DC 'holiday' were applied to new industrial developments.

Competitive Advantage

The economic environment has been shifting dramatically, the market in a state of perpetual uncertainty and instability due to global forces such as the pandemic and tariff threats.

Locally, as has been noted previously, Grey County lacks significant 'development ready' serviced industrial lands; this lack of supply further compounds competitiveness of Grey for industrial growth and new industrial establishment.

Across Western Ontario, nine of the fifteen counties currently have non-residential development charges in place for industrial development including Grey County. Five include an exemption policy and several others are under review or are considering exemptions/reductions given the current environment.

In this environment particularly, our competitiveness is challenged.

Through approval and implementation of the Corporate Strategic Plan and the Economic Development, Tourism & Culture Master Plan, Grey County has prioritized economic development and investment readiness across the County, focused first and foremost on business retention and expansion, serving the businesses who have already invested in Grey County, followed by business attraction aimed at welcoming new investment to the region.

There is little evidence to suggest that a Development Charge creates a financial barrier to prevent industrial expansion or development; against the costs of construction and start up, DC's remain proportionally a minor cost associated with development. They are however a cost associated with development that is within the control of the municipality whereas many of the other costs of development are beyond municipal influence or control. Within the current development environment, seeking to proactively review costs that the municipality can control, can be seen as a strong indicator of support, demonstrating the County's commitment to and support of local industrial expansion and growth. In a competitive marketplace, such incentives and displays of support, can position Grey more positively. This display of support can also help to retain and expand industries locally who sometime face pressures with their inter-provincial and American parent companies when forecasting expansion opportunities (i.e. retain and expand locally versus considering to expand in other locations outside of Grey). This may help 'tip the scales' in our favour when long-term strategy and decisions are being made.

Staff are aware from engaging with industrial partners that in the current fiscal environment, that moves such as a DC relief are viewed as key in respect to investment decisions.

Providing a Development Charge holiday to industrial development comes with cost to the municipality. DCs are collected in order to support identified infrastructure projects that are required to support growth. These infrastructure projects remain much needed priorities and funding for these is required. As such, the County will need to offset the exempted portion of eligible DC's applicable to growth-related capital projects using other sources of funding (i.e. levy) during the holiday period.

For those municipalities who also charge a non-residential DC, staff are not asking for any adjustments locally. Despite limited resources, this is a tool the County can leverage to influence and encourage industrial development across the region, in support of local growth.

The cost of providing a DC holiday can be seen as an investment into industrial development. The return of which is seen through assessment growth as businesses are able to grow or establish, and through employment wages in Grey. Increased assessment brings an increase in tax base, and employment wages that support local businesses. If a DC holiday were applied, then any new industrial developments that have applied for a building permit, or will be applying for a building permit, after January 1, 2025 would not be charged a non-residential DC charge. The January 1, 2025 date aligns with the calendar year phase-in increase period and also aligns when the fiscal environment began to shift earlier this year created by tariff threats and the overall economic uncertainty. As of July 30, 2025, the County has collected just under $25,000 in industrial development charges (DCs). Therefore, applying the effective date to January 1, 2025, should have a minimal financial impact on the County's DC reserves. This change will hopefully help spur further employment land opportunities and employment growth, and potentially allow planned developments to proceed if they have been stalled due to the current fiscal environment.

In establishing a non-residential DC under the current development charge bylaw, Council had sought to better balance the costs of growth across both residential and non-residential sectors. Like all development charges, this change is subject to review and further discussion during the next DC review, scheduled in 2026. However, when the bylaw was changed, the significant economic pressures and uncertainty being experienced through political changes and tariff threats was not predicted. The pressures of the pandemic and post-pandemic recovery were also not understood at the time. This short-term relief, in advance of the bylaw review in 2026 for implementation in 2027, is not indicative of a longer-term change in approach, but rather as a short-term incentive to help offset that uncertainty.

The Development Charges Background Study Update and DC By-law review is currently scheduled to start in 2026. Staff are recommending that the DC Background Study Update and By-law review process start now. By starting now, staff can proceed with issuing an RFP to hire a DC consultant before year-end and start the DC By-law review process as soon as possible. This will ensure that the DC Background Study work is completed well before the current DC by-laws are set to expire which is January 1, 2027. Although it is anticipated that most of the expenses associated with the DC By-law review will occur in 2026, any expenditures that could occur in 2025 can be funded from the Development Charges – General Government Reserve.

Legislated Requirements

The Development Charges Act allows municipalities to implement development charges.

The County's By-laws No. 5127-22 and No. 5128-22 with respect to development charges will remain in force until January 1, 2027. An amending by-law would be brought forward at a future Council meeting for consideration if the holiday is supported. The Development Charges Act outlines the notice requirements for such amendments to the development charge by-laws.

As a result of the Bill 17 changes, the County is no longer required to undertake a background study or hold a public meeting when amending the DC by-law, if the amendment decreases one or more DC rate.

For the full 2026 DC Background Study Update and DC By-law review, a public meeting will be required which will occur in 2026 once the DC Background Study and draft updated DC By-laws have been completed.

Financial and Resource Implications

An Industrial Charge Holiday would not have an impact on Grey County's surplus or deficit as development charges fees collected are transferred to reserves for use in future eligible projects.

Non-residential development charges are allocated as follows:

- 95.23% to Road and Related Work
- 4.06% to Land Ambulance

- 0.61% to Development Related Studies and
- 0.10% to Provincial Offences

Approving a holiday would result in less funds being transferred to reserve for future capital projects. As a result, Grey County would need to fund greater portions of projects than originally planned either through its own unrestricted reserves, levy, other revenue sources such as Canada Community-Building Fund (CCBF) or Ontario Community Infrastructure Fund (OCIF) or reprioritize capital budgets. It is difficult to estimate the revenue that would be forgone during a holiday as it depends on the square footage of industrial building permits issued over the term of the holiday and whether given the current economic climate, businesses are moving forward with any planned expansions.

Relevant Consultation

☒ Internal: Deputy Treasurer

☐ AODA Compliance

☐ Contribution to Climate Change Action Plan Targets

☒ External: Hemson, Western Ontario Warden's Caucus Economic Development SME Sub-Committee

Appendices and Attachments

[Grey County Development Charges Webpage]

Committee Report

To:	Warden Matrosovs and Members of Grey County Council
Committee Date:	September 25, 2025
Subject / Report No:	EDTC-CW-09-25
Title:	Ontario Transit Investment Funding (OTIF) Grant
Prepared by:	Stephanie Stewart, Manager of Community Transportation
Reviewed by:	Savanna Myers, Director of Economic Development, Tourism and Culture
Lower Tier(s) Affected:	

Recommendation

1. **That report EDTC-CW-09-25 regarding Ontario Transit Investment Funding (OTIF) Grant be received; and**
2. **That staff include the anticipated 2026 County levy requirement of $145,000 in the 2026 draft budget for Council consideration; and**
3. **That the Warden and Clerk be authorized to sign the Transfer Payment Agreement (TPA); and**
4. **That the Warden and Clerk be authorized to sign the applicable partnership agreements with partners Bruce County, Dufferin County, and Saugeen Mobility and Regional Transit (SMART).**

Executive Summary

Grey County, in collaboration with Bruce County, Dufferin County, and Saugeen Mobility, has secured up to $9.5 million in funding through the Ontario Transit Investment Funding (OTIF) to develop a unified regional transit network. This initiative builds on previous transit planning efforts, leveraging past insights and recommendations to develop a seamless, inclusive, and equitable system that meets the diverse needs of the region.

Earlier this year, Council endorsed report EDTC-CW-05-25 which accepted federal funds to complete a proof-of-concept study for a unified regional transit network. Since then, OTIF funding was announced, which will also support the study, and County of Wellington requested to participate in the study through a mutually beneficial buy-in.

The purpose of this report is to bring an update to Council on study timelines, deliverables and set early expectations. Staff are seeking approval to allocate anticipated funds in the 2026 budget and 2027 forecast for consideration during budget deliberations, as well as Council endorsement for the Warden and Clerk to sign the OTIF transfer payment agreement (TPA) and the applicable partnership agreements with the partners.

Background and Discussion

On June 6, 2025, the Province announced $9.5 million in funding to support the development of a unified regional transit network across Grey, Bruce and Dufferin Counties, in partnership with Saugeen Mobility and Regional Transit (SMART).

On June 12, 2025, Council approved report EDTC-CW-05-25 to accept Federal funding to initiate a proof-of-concept study.

On August 14, 2025, Grey, Bruce, Dufferin, and SMART released a Request for Proposal (RFP) to engage qualified vendors to design and cost a regional transit network for Council consideration.

On August 25, 2025, the TPA was received from the province for review and signing.

On September 3, 2025, Wellington County was added to the RFP through a request and mutually beneficial buy-in, specifically examining opportunities to integrate service along the Highway 6 and the Highway 9 corridor and into neighbouring border communities. The study will explore how Wellington's Ride Well service can be leveraged to establish optimal connection points, enhancing regional mobility and connectivity.

On September 19, 2025, the RFP is scheduled to close.

Proof of Concept Request for Proposal (RFP)

The Proof-of-Concept RFP was developed with partnering Counties and SMART and shared publicly on August 14. This initiative is meant to build on previous transit planning efforts, leveraging past insights and recommendations to develop a seamless, inclusive, and equitable system that meets the diverse needs of the region with a single fare structure, service provider, and fleet. The long-term goal being to improve operational efficiency, enhance the rider experience, increase ridership, address service gaps, and strengthen regional connections.

The study will give staff and Council the information necessary to make informed decisions about the future potential of a unified regional transit network. The study itself is expected to take approximately six months, followed by presentations to each Council and board for consideration in the spring of 2026.

The study will include important and necessary work such as community and provider engagement, needs assessment and justification, governance, legislative compliance, transit network, service and fleet plan and a fully costed financial plan including fare structure and sustainability.

The study will also include a comprehensive review of SMART, assessing how its infrastructure and operations can support the broader network, as well as software integration for SMART and Home & Community Support Services (HCSS) to streamline bookings, eliminate double dispatches, and improve coordination.

OTIF

The Transfer Payment Agreement (TPA) was received on August 25. The budget schedule outlines a year-by-year breakdown covering all five years of the proposed program. Although the agreement is being presented for signature today, with a five-year budget, no formal decision on implementation of the unified regional transit network will be requested from Councils until the study is complete.

Provincial staff have confirmed to Grey County that the financial figures presented for years two through five are preliminary estimates with an upset limit of provincial funding. True estimates will be understood through study completion by March 2026, at which time Grey County Council and partners will receive a comprehensive report that includes both a financial and service plan. All parties understand that this project is comprised of two phases: study and implementation.

As outlined in the TPA, the project can be changed and year-over-year funding can be adjusted through amendments to the TPA, if both parties agree. This means changes can be made by mutual agreement as needed once the financial and service plan is finalized. These two factors enable Councils the flexibility to accept the funding, complete the study and determine the scope of future commitment once all information is in hand.

Eligible costs in the TPA include:

- Year one (2025-26): administration, proof of concept study and service continuity of GTR Route 2.
- Year two (2026-27): administration, service continuity of GTR Route 2 and GOST during the study period.
- Year two through five: administration, transportation, marketing

Timeline Expectations

- Study Period: September 2025 to March 2026
- Council Presentations, Reports and Decision: Spring 2026
- Second RFP issued: Summer 2026 to select a vendor to implement the study's recommendations and bring the new transit network to reality.
- New regional transit begins: Fall 2026

Budget Considerations & Next Steps

To complete the study, support service continuity, and prepare for potential operations in 2026, staff are seeking preliminary budget consideration for Grey County's 2026 financial contribution to the unified regional transit network. As estimated in the TPA, Grey County's contribution towards the regional project is expected to be $145,000 in 2026.

Since the full budget will not be fully understood until March 2026, after the 2026 budget has been approved, staff recommend allocating a preliminary amount toward the project.

Once the study is complete, a detailed five-year implementation plan will be brought forward to Council, outlining how the funds will be allocated. No funds will be spent on a new system until Council has reviewed and approved the final plan. This plan will include exact costs for years two through five, service levels that can be provided and a forecast of potential costs beyond the grant, prepared in collaboration with finance staff. This will ensure Council has a clear understanding of the long-term financial implications of operating the unified transit system.

The Province has indicated its support of OTIF funds to sustain service continuity for GTR Route 2 and GOST during the study period and until the new service, however it looks, is in place. With this knowledge, staff are currently engaging County partners to determine shared interest and will return with a subsequent report for Council consideration.

Financial and Resource Implications

Grey County contributions towards the TPA, year one, have already been committed through the approved 2025 budget. Staff recommend allocating the estimated year two and year three contributions for Council consideration of the 2026 budget and 2027 forecast. Until the study is complete, the true opportunity and costs will not be known.

The 2025 levy contribution is $101,300. The recommended levy contribution for Council consideration in the draft 2026 budget is $145,000, an increase of $43,700. The forecasted amount for 2027 is $213,150 which will be refined and updated as part of the study to be completed in 2026.

Appendices

Provincial Transfer Payment Agreement (linked)

ONTARIO TRANSFER PAYMENT AGREEMENT
Ontario Transit Investment Fund

THE AGREEMENT is effective as of the ______ day of ____________, 20___

B E T W E E N :

His Majesty the King in right of Ontario
as represented by the Minister of Transportation

(the **"Province")**

- and -

The Corporation of the County of Grey

(the **"Recipient")**

WHEREAS the Province has established the Ontario Transit Investment Fund (OTIF) (the "Program") to provide time-limited, application-based funding, for up to five (5) years to support the start-up and growth of transit services in areas where there is a clearly identified transit service gap;

AND WHEREAS the Recipient has applied to the Province for funds to assist the Recipient in carrying out the transit project as described in the Agreement to fill a transit service gap, and the Province wishes to provide such funds. The Agreement sets out the terms and conditions upon which the Province has agreed to provide funds, up to the Maximum Funds (as defined in section A1.2) and upon which the Recipient has agreed to carry out the Project.

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

1.0 ENTIRE AGREEMENT

1.1 **Schedules to the Agreement.** The following schedules form part of the Agreement:

Schedule “A” - General Terms and Conditions
Schedule “B” - Project Specific Information and Additional Provisions
Schedule “C” - Project
Sub-Schedule “C.1” - Project Description
Schedule “D” - Budget
Schedule “E” - Expenditures
Schedule “F” - Claims and Payment Plan
Sub-Schedule “F.1” - Payment Plan
Schedule “G” - Reports
Sub-Schedule “G.1” - Reports and Details
Schedule “H” - Disposal of Assets
Schedule “I” - Communications

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

2.0 CONFLICT OR INCONSISTENCY

2.1 **Conflict or Inconsistency.** In the event of a conflict or inconsistency between the Additional Provisions, identified in Schedule “B”, and the provisions in this Agreement, the following rules will apply:

(a) the Parties will interpret the Additional Provisions in, so far as is possible, a way that preserves the intention of the Parties expressed in this Agreement; and

(b) where it is not possible to interpret the Additional Provisions in a way that is consistent with the provisions in this Agreement, this Agreement will prevail over the Additional Provisions to the extent of the inconsistency.

3.0 COUNTERPARTS

3.1 **One and the Same Agreement.** The Agreement may be executed and delivered in any number of counterparts, with the same effect as if the Parties had signed the same document, each of which will be deemed an original, but all of which taken together will constitute one and the same instrument.

4.0 AMENDING THE AGREEMENT

4.1 **Amending the Agreement.** The Agreement may only be amended by means of a written agreement duly executed by the Parties.

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

4.3 **Execution of Amending Agreements - Exceptions.** Despite section 4.2, an amending agreement under section 4.1 for amendments to one or more of the following:

(a) the "Expiry Date" in Schedule "B";

(b) Schedules "C" to "I", each respectively, and any of their respective sub-schedules;

may be executed by the respective authorized representatives of the Parties listed in Schedule "B" for the purpose of such amendments.

5.0 ACKNOWLEDGEMENT

5.1 **Acknowledgement**. The Recipient acknowledges that:

(a) by receiving Funds it may become subject to legislation applicable to organizations that receive funding from the Government of Ontario, including the *Broader Public Sector Accountability Act, 2010* (Ontario), the *Public Sector Salary Disclosure Act, 1996* (Ontario), and the *Auditor General Act* (Ontario);

(b) His Majesty the King in right of Ontario has issued expenses, perquisites, and procurement directives and guidelines pursuant to the *Broader Public Sector Accountability Act, 2010* (Ontario);

(c) the Funds are:

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

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

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

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

(f) the Province is bound by the *Financial Administration Act* (Ontario)

(“**FAA**”) and, pursuant to subsection 11.3(2) of the FAA, payment by the Province of Funds under the Agreement will be subject to,

(i) an appropriation, as that term is defined in subsection 1(1) of the FAA, to which that payment can be charged being available in the Funding Year in which the payment becomes due; or

(ii) the payment having been charged to an appropriation for a previous fiscal year.

- SIGNATURE PAGE FOLLOWS -

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

HIS MAJESTY THE KING IN RIGHT OF ONTARIO as represented by the Minister of Transportation

_____________________	______________________________________
Date	Name: Prabmeet Singh Sarkaria Title: Minister

THE CORPORATION OF THE COUNTY OF GREY

_____________________	______________________________________
Date	Name: Title: I have authority to bind the Recipient.
_____________________	______________________________________
Date	Name: Title: I have authority to bind the Recipient.

SCHEDULE "A"
GENERAL TERMS AND CONDITIONS

A1.0 INTERPRETATION AND DEFINITIONS

A1.1 **Interpretation.** For the purposes of interpretation:

(a) words in the singular include the plural and vice-versa;

(b) words in one gender include all genders;

(c) the headings do not form part of the Agreement; they are for reference only and will not affect the interpretation of the Agreement;

(d) any reference to dollars or currency will be in Canadian dollars and currency; and

(e) "include", "includes" and "including" denote that the subsequent list is not exhaustive.

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

"Additional Provisions" means the terms and conditions set out in Schedule "B".

"Agreement" means this agreement entered into between the Province and the Recipient, all of the schedules listed in section 1.1, and any amending agreement entered into pursuant to Article 4.0.

"Budget" means the budget attached to the Agreement as Schedule "D".

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

"Effective Date" means the date set out at the top of the Agreement.

"Eligible Expenditures" means the costs in respect of the Project that are eligible for payment under this Agreement, and that are further described in Schedule "E".

"Event of Default" has the meaning ascribed to it in section A12.1.

"Expiry Date" means the expiry date set out in Schedule "B".

"Funding Year" means:

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

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

"Funds" means the money the Province provides to the Recipient pursuant to the Agreement.

"Indemnified Parties" means His Majesty the King in right of Ontario, and includes His ministers, agents, appointees, and employees.

"Ineligible Expenditures" means the costs in respect of the Project that are ineligible for contribution by the Province under this Agreement, and that are described in Schedule "E".

"Loss" means any cause of action, liability, loss, cost, damage, or expense (including legal, expert and consultant fees) that anyone incurs or sustains as a result of or in connection with the Project or any other part of the Agreement.

"Maximum Funds" means the maximum set out in Schedule "B".

"Notice" means any communication given or required to be given pursuant to the Agreement.

"Notice Period" means the period of time within which the Recipient is required to remedy an Event of Default pursuant to section A12.3(b), and includes any such period or periods of time by which the Province extends that time pursuant to section A12.4.

"Parties" means the Province and the Recipient.

"Party" means either the Province or the Recipient.

"Proceeding" means any action, claim, demand, lawsuit, or other proceeding that anyone makes, brings or prosecutes as a result of or in connection with the Project or with any other part of the Agreement.

"Project" means the undertaking described in Sub-Schedule "C.1".

"**Records Review**" means any assessment the Province conducts pursuant to section A7.4.

"Reports" means the reports described in Schedule "G".

"Transfer Payment Ontario" means the Province's online application system for grant funding.

A2.0 REPRESENTATIONS, WARRANTIES, AND COVENANTS

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

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

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

(c) it is in compliance with, and will continue to comply with, all federal and provincial laws and regulations, all municipal by-laws, and any other orders, rules, and by-laws related to any aspect of the Project, the Funds, or both; and

(d) unless otherwise provided for in the Agreement, any information the Recipient provided to the Province in support of its request for funds (including information relating to any eligibility requirements) was true and complete at the time the Recipient provided it and will continue to be true and complete.

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

(a) the full power and capacity to enter into the Agreement; and

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

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

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

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

(c) decision-making mechanisms for the Recipient;

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

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

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

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

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

A2.4 **Supporting Proof.** Upon the request of the Province, the Recipient will provide the Province with proof of the matters referred to in Article A2.0.

A3.0 TERM OF THE AGREEMENT

A3.1 **Term.** The term of the Agreement will commence on the Effective Date and will expire on the Expiry Date unless terminated earlier pursuant to Article A11.0 or Article A12.0.

A4.0 FUNDS AND CARRYING OUT THE PROJECT

A4.1 **Funds Provided.** The Province will:

(a) provide the Recipient with Funds up to the Maximum Funds for the purpose of carrying out the Project;

(b) provide the Funds to the Recipient in accordance with the payment plan attached to the Agreement as Schedule “F”; and

(c) deposit the Funds into an account the Recipient designates provided that the account:

(i) resides at a Canadian financial institution; and

(ii) is in the name of the Recipient.

A4.2 **Limitation on Payment of Funds.** Despite section A4.1:

(a) the Province is not obligated to provide any Funds to the Recipient until the Recipient provides the certificates of insurance or other proof required pursuant to section A10.2;

(b) the Province is not obligated to provide instalments of Funds until it is satisfied with the progress of the Project; and

(c) the Province may adjust the amount of Funds it provides to the Recipient for any Funding Year based upon the Province's assessment of the information the Recipient provides to the Province pursuant to section A7.2.

A4.3 **Use of Funds and Carry Out the Project.** The Recipient will do all of the following:

(a) carry out the Project in accordance with the Agreement;

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

(c) spend the Funds only in accordance with the Budget;

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

A4.4 **Interest-Bearing Account.** If the Province provides Funds before the Recipient's immediate need for the Funds, the Recipient will place the Funds in an interest-bearing account in the name of the Recipient at a Canadian financial institution.

A4.5 **Interest.** If the Recipient earns any interest on the Funds, the Province may do either or both of the following:

(a) deduct an amount equal to the interest from any further instalments of Funds;

(b) demand from the Recipient the payment of an amount equal to the interest.

A4.6 **Rebates, Credits, and Refunds.** The Province will calculate Funds based on the actual costs to the Recipient to carry out the Project, less any costs (including taxes) for which the Recipient has received, will receive, or is eligible to receive, a rebate, credit, or refund.

A4.7 **Recipient's Acknowledgement of Responsibility for Project.** The Recipient will assume full responsibility for the Project, including, without limitation:

(a) complete, diligent and timely Project implementation within the costs and timelines specified in the Agreement and in accordance with all other terms and conditions of the Agreement;

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

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

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

A5.0 RECIPIENT'S ACQUISITION OF GOODS OR SERVICES, AND DISPOSAL OF ASSETS

A5.1 **Acquisition.** If the Recipient acquires goods, services, or both with the Funds, it will do so through a process that promotes the best value for money.

A5.2 **Disposal.** The Recipient will not, without the Province's prior consent, sell, lease, or otherwise dispose of any asset purchased or created with the Funds or for which Funds were provided.

A6.0 CONFLICT OF INTEREST

A6.1 **Conflict of Interest Includes.** For the purposes of Article A6.0, a conflict of interest includes any circumstances where:

(a) the Recipient; or

(b) any person who has the capacity to influence the Recipient's decisions,

has outside commitments, relationships, or financial interests that could, or could be seen by a reasonable person to, interfere with the Recipient's objective, unbiased, and impartial judgment relating to the Project, the use of the Funds, or both.

A6.2 **No Conflict of Interest.** The Recipient will carry out the Project and use the Funds without an actual, potential, or perceived conflict of interest unless:

(a) the Recipient:

(i) provides Notice to the Province disclosing the details of the actual, potential, or perceived conflict of interest; and

(ii) requests the consent of the Province to carry out the Project with an actual, potential, or perceived conflict of interest;

(b) the Province provides its consent to the Recipient carrying out the Project with an actual, potential, or perceived conflict of interest; and

(c) the Recipient complies with any terms and conditions the Province may prescribe in its consent.

A7.0 REPORTS, ACCOUNTING, AND REVIEW

A7.1 **Province Includes.** For the purposes of sections A7.4, A7.5 and A7.6, **"Province"** includes any auditor or representative the Province may identify.

A7.2 **Preparation and Submission.** The Recipient will:

(a) submit to the Province at the address set out in Schedule "B" :

(i) all Reports in accordance with the timelines and content requirements set out in Schedule "G" and in the Reports;

(ii) any other reports in accordance with any timelines and content requirements the Province may specify from time to time;

(b) ensure that all Reports and other reports are:

(i) completed to the satisfaction of the Province; and

(ii) signed by an authorized signing officer of the Recipient.

A7.3 **Record Maintenance.** The Recipient will keep and maintain for a period of seven years from their creation:

(a) all financial records (including invoices and evidence of payment) relating to the Funds or otherwise to the Project in a manner consistent with either international financial reporting standards or generally accepted accounting principles or any comparable accounting standards that apply to the Recipient; and

(b) all non-financial records and documents relating to the Funds or otherwise to the Project.

A7.4 **Records Review.** The Province may, at its own expense, upon twenty-four hours' Notice to the Recipient and during normal business hours enter upon the Recipient's premises to conduct an audit or investigation of the Recipient regarding the Recipient's compliance with the Agreement, including assessing any of the following:

(a) the truth of any of the Recipient's representations and warranties;
(b) the progress of the Project;
(c) the Recipient's allocation and expenditure of the Funds.

A7.5 **Inspection and Removal.** For the purposes of any Records Review, the Province may take one or both of the following actions:

(a) inspect and copy any records and documents referred to in section A7.3;

(b) remove any copies the Province makes pursuant to section A7.5(a).

A7.6 **Cooperation.** To assist the Province in respect of its rights provided for in section A7.5, the Recipient will cooperate with the Province by:

(a) ensuring that the Province has access to the records and documents wherever they are located;

(b) assisting the Province to copy records and documents;

(c) providing to the Province, in the form the Province specifies, any information the Province identifies; and

(d) carrying out any other activities the Province requests.

A7.7 **No Control of Records.** No provision of the Agreement will be construed to give the Province any control whatsoever over any of the Recipient's records.

A7.8 **Auditor General.** The Province's rights under Article A7.0 are in addition to any rights provided to the Auditor General pursuant to section 9.1 of the *Auditor General Act* (Ontario).

A8.0 COMMUNICATIONS REQUIREMENTS

A8.1 **Acknowledge Support.** Unless the Province directs the Recipient to do otherwise, the Recipient will in each of its Project-related publications, whether written, oral, or visual:

(a) acknowledge the support of the Province for the Project;

(b) ensure that any acknowledgement is in a form and manner as the Province directs; and

(c) indicate that the views expressed in the publication are the views of the Recipient and do not necessarily reflect those of the Province.

A9.0 INDEMNITY

A9.1 **Indemnify.** The Recipient will indemnify and hold harmless the Indemnified Parties from and against any Loss and any Proceeding, unless solely caused by the gross negligence or wilful misconduct of the Indemnified Parties.

A10.0 INSURANCE

A10.1 **Insurance.** The Recipient represents, warrants, and covenants that it has, and will maintain, at its own cost and expense, with insurers having a secure A.M.

Best rating of B+ or greater, or the equivalent, all the necessary and appropriate insurance that a prudent person carrying out a project similar to the Project would maintain, including commercial general liability insurance on an occurrence basis for third party bodily injury, personal injury, and property damage, to an inclusive limit of not less than the amount set out in Schedule "B" per occurrence, which commercial general liability insurance policy will include the following:

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

(b) a cross-liability clause;

(c) contractual liability coverage; and

(d) at least 30 days' written notice of cancellation.

A10.2 **Proof of Insurance.** The Recipient will:

(a) provide to the Province, either:

(i) certificates of insurance that confirm the insurance coverage required by section A10.1; or

(ii) other proof that confirms the insurance coverage required by section A10.1; and

(b) in the event of a Proceeding, and upon the Province's request, the Recipient will provide to the Province a copy of any of the Recipient's insurance policies that relate to the Project or otherwise to the Agreement, or both.

A11.0 TERMINATION ON NOTICE

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

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

(a) cancel further instalments of Funds;

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

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

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

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

A12.0 EVENT OF DEFAULT, CORRECTIVE ACTION, AND TERMINATION FOR DEFAULT

A12.1 **Events of Default.** Each of the following events will constitute an Event of Default:

(a) in the opinion of the Province, the Recipient breaches any representation, warranty, covenant, or other term of the Agreement, including failing to do any of the following in accordance with the terms and conditions of the Agreement:

(i) carry out the Project;

(ii) use or spend Funds; or

(iii) provide, in accordance with section A7.2, Reports or such other reports as the Province may have requested pursuant to section A7.2(a)(ii);

(b) the Recipient's operations, its financial condition, its organizational structure or its control changes such that it no longer meets one or more of the eligibility requirements of the program under which the Province provides the Funds;

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

(d) the Recipient ceases to operate.

A12.2 **Consequences of Events of Default and Corrective Action.** If an Event of Default occurs, the Province may, at any time, take one or more of the following actions:

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

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

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

(d) reduce the amount of the Funds;

(e) cancel further instalments of Funds;

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

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

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

(i) demand from the Recipient the payment of an amount equal to the costs the Province incurred or incurs to enforce its rights under the Agreement, including the costs of any Records Review and the costs it incurs to collect any amounts the Recipient owes to the Province; and

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

A12.3 **Opportunity to Remedy.** If, pursuant to section A12.2(b), the Province provides the Recipient with an opportunity to remedy the Event of Default, the Province will give Notice to the Recipient of:

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

(b) the Notice Period.

A12.4 **Recipient not Remedying.** If the Province provides the Recipient with an opportunity to remedy the Event of Default pursuant to section A12.2(b), and:

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

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

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

the Province may extend the Notice Period, or initiate any one or more of the actions provided for in sections A12.2(a), (c), (d), (e), (f), (g), (h), (i) and (j).

A12.5 **When Termination Effective.** Termination under Article A12.0 will take effect as provided for in the Notice.

A13.0 FUNDS AT THE END OF A FUNDING YEAR

A13.1 **Funds at the End of a Funding Year.** Without limiting any rights of the Province under Article A12.0, if, by the end of a Funding Year, the Recipient has not spent all of the Funds allocated for that Funding Year as provided for in the Budget, the Province may take one or both of the following actions:

(a) demand from the Recipient payment of the unspent Funds;

(b) adjust the amount of any further instalments of Funds accordingly.

A14.0 FUNDS UPON EXPIRY

A14.1 **Funds Upon Expiry.** Upon expiry of the Agreement, the Recipient will pay to the Province any Funds remaining in its possession, under its control, or both.

A15.0 DEBT DUE AND PAYMENT

A15.1 **Payment of Overpayment.** If at any time the Province provides Funds in excess of the amount to which the Recipient is entitled under the Agreement, the Province may:

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

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

A15.2 **Debt Due.** If, pursuant to the Agreement:

(a) the Province demands from the Recipient the payment of any Funds, an amount equal to any Funds or any other amounts owing under the Agreement; or

(b) the Recipient owes to the Province any Funds, an amount equal to any Funds or any other amounts owing under the Agreement, whether or not the Province has demanded their payment,

such amounts will be deemed to be debts due and owing to the Province by the

Recipient, and the Recipient will pay the amounts to the Province immediately, unless the Province directs otherwise.

A15.3 **Interest Rate.** The Province may charge the Recipient interest on any money owing to the Province by the Recipient under the Agreement at the then current interest rate charged by the Province of Ontario on accounts receivable.

A15.4 **Payment of Money to Province.** The Recipient will pay any money owing to the Province by cheque payable to the "Ontario Minister of Finance" and delivered to the Province at the address set out in Schedule "B".

A15.5 **Fails to Pay.** Without limiting the application of section 43 of the *Financial Administration Act* (Ontario), if the Recipient fails to pay any amount owing under the Agreement, His Majesty the King in right of Ontario may deduct any unpaid amount from any money payable to the Recipient by His Majesty the King in right of Ontario.

A16.0 NOTICE

A16.1 **Notice in Writing and Addressed.** Notice will be:

(a) in writing;

(b) delivered by email, postage-prepaid mail, personal delivery, or courier; and

(c) addressed to the Province or the Recipient as set out in Schedule "B", or as either Party later designates to the other by Notice.

A16.2 **Notice Given.** Notice will be deemed to have been given:

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

(b) in the case of email, personal delivery or courier on the date on which the Notice is delivered.

A16.3 **Postal Disruption.** Despite section A16.2(a), in the event of a postal disruption:

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

(b) the Party giving Notice will give Notice by email, personal delivery, or courier.

A17.0 CONSENT BY PROVINCE AND COMPLIANCE BY RECIPIENT

A17.1 **Consent.** When the Province provides its consent pursuant to the Agreement:

(a) it will do so by Notice;

(b) it may attach any terms and conditions to the consent; and

(c) the Recipient may rely on the consent only if the Recipient complies with any terms and conditions the Province may have attached to the consent.

A18.0 SEVERABILITY OF PROVISIONS

A18.1 **Invalidity or Unenforceability of Any Provision.** The invalidity or unenforceability of any provision of the Agreement will not affect the validity or enforceability of any other provision of the Agreement.

A19.0 WAIVER

A19.1 **Condonation not a waiver**. Failure or delay by the either Party to exercise any of its rights, powers or remedies under the Agreement will not constitute a waiver of those rights, powers or remedies and the obligations of the Parties with respect to such rights, powers or remedies will continue in full force and effect.

A19.2 **Waiver.** Either Party may waive any of its rights, powers or remedies under the Agreement by providing Notice to the other Party. A waiver will apply only to the specific rights, powers or remedies identified in the Notice and the Party providing the waiver may attach terms and conditions to the waiver.

A20.0 INDEPENDENT PARTIES

A20.1 **Parties Independent.** The Recipient is not an agent, joint venturer, partner, or employee of the Province, and the Recipient will not represent itself in any way that might be taken by a reasonable person to suggest that it is or take any actions that could establish or imply such a relationship.

A21.0 ASSIGNMENT OF AGREEMENT OR FUNDS

A21.1 **No Assignment.** The Recipient will not, without the prior written consent of the Province, assign any of its rights or obligations under the Agreement.

A21.2 **Agreement Binding.** All rights and obligations contained in the Agreement will extend to and be binding on:

(a) the Recipient’s heirs, executors, administrators, successors, and permitted assigns; and

(b) the successors to His Majesty the King in right of Ontario.

A22.0 GOVERNING LAW

A22.1 **Governing Law.** The Agreement and the rights, obligations, and relations of the Parties will be governed by and construed in accordance with the laws of the Province of Ontario and the applicable federal laws of Canada. Any actions or proceedings arising in connection with the Agreement will be conducted in the courts of Ontario, which will have exclusive jurisdiction over such proceedings.

A23.0 FURTHER ASSURANCES

A23.1 **Agreement into Effect.** The Recipient will:

(a) provide such further assurances as the Province may request from time to time with respect to any matter to which the Agreement pertains; and

(b) do or cause to be done all acts or things necessary to implement and carry into effect the terms and conditions of the Agreement to their full extent.

A24.0 JOINT AND SEVERAL LIABILITY

A24.1 **Joint and Several Liability.** Where the Recipient comprises more than one entity, each entity will be jointly and severally liable to the Province for the fulfillment of the obligations of the Recipient under the Agreement.

A25.0 RIGHTS AND REMEDIES CUMULATIVE

A25.1 **Rights and Remedies Cumulative.** The rights and remedies of the Province under the Agreement are cumulative and are in addition to, and not in substitution for, any of its rights and remedies provided by law or in equity.

A26.0 FAILURE TO COMPLY WITH OTHER AGREEMENTS

A26.1 **Other Agreements.** If the Recipient:

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

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

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

(d) such Failure is continuing,

the Province may suspend the payment of Funds for such period as the Province determines appropriate.

A27.0 SURVIVAL

A27.1 **Survival.** The following Articles and sections, and all applicable cross-referenced Articles, sections and schedules, will continue in full force and effect for a period of seven years from the date of expiry or termination of the Agreement: Article 1.0, Article 2.0, Article A1.0 and any other applicable definitions, section A2.1(a), sections A4.4, A4.5, A4.6, section A5.2, section A7.1, section A7.2 (to the extent that the Recipient has not provided the Reports or other reports as the Province may have requested and to the satisfaction of the Province), sections A7.3, A7.4, A7.5, A7.6, A7.7, A7.8, Article A8.0, Article A9.0, section A11.2, section A12.1, sections A12.2(d), (e), (f), (g), (h), (i) and (j), Article A13.0, Article A14.0, Article A15.0, Article A16.0, Article A18.0, section A21.2, Article A22.0, Article A24.0, Article A25.0 and Article A27.0.

A28.0 ELECTRONIC SIGNATURE

A28.1 **Electronic Signature.** The Province and the Recipient agree that the Agreement may be validly executed electronically, and that their respective electronic signature is the legal equivalent of a manual signature. An electronic signature of an authorized signing representative may be evidenced by (i) a manual signature, (ii) a digital signature including the name of the authorized signing representative in the respective signature line of the Agreement, (iii) an image of a manual signature, (iv) an Adobe signature, or (v) any other digital signature with the prior written consent of both Parties, placed in the respective signature line of the Agreement and the Agreement delivered by electronic means to the other Party, including by email.

- END OF GENERAL TERMS AND CONDITIONS -

SCHEDULE "B"
PROJECT SPECIFIC INFORMATION AND ADDITIONAL PROVISIONS

Maximum Funds	$9,495,000
Expiry Date	March 31, 2031
Insurance	$ 2,000,000
Contact information for the purposes of Notice to the Province	**Position:** Manager, Strategic Investments Office **Address:** Transit Programs Branch Ontario Ministry of Transportation 777 Bay Street, 30th Floor Toronto ON M7A 2J8 **Email:** MTO-SIO@ontario.ca
Contact information for the purposes of Notice to the Recipient	**Position:** Manager of Community Transportation **Address:** 595 9th Ave E. Owen Sound ON N4K 3E3 **Email:** stephanie.stewart@grey.ca
Contact information for the senior financial person in the Recipient organization (e.g., CFO, CAO) – to respond as required to requests from the Province related to the Agreement	**Position:** Director of Finance/County Treasurer **Address:** 595 9th Ave E. Owen Sound ON N4K 3E3 **Email:** marylou.spicer@grey.ca
Authorized representative of the Province for the purpose of section 4.3	**Position:** Director, Transit Programs Branch **Address:** 777 Bay Street, 30th Floor Toronto ON M7A 2J8 **Email:** MTO-SIO@ontario.ca
Authorized representative of the Recipient for the purpose of section 4.3	**Position:** County Clerk **Address:** 595 9th Ave E. Owen Sound ON N4K 3E3 **Email:** Tara.Warder@grey.ca

Additional Provisions:
The Recipient will follow all rules and requirements outlined in the Ontario Transit Investment Fund Program Guide, unless otherwise agreed to in writing by the Province.

SCHEDULE “C”
PROJECT

C1.0 PROJECT DESCRIPTION

C1.1 **Project Description.** The Recipient will carry out the Project as described in Sub-Schedule “C.1”, unless otherwise agreed to in writing by the Province.

C1.2 **Changes to Project.** Should the Recipient wish to undertake any changes to the Project, it will provide Notice to the Province for its review.

C1.3 **Additional Information upon the Province’s Request.** The Province may, at its sole discretion, request additional information from the Recipient regarding the changes submitted to the Province pursuant to section C1.2.

C1.4 **Timing for the Submission of Additional Information.** The Recipient will provide any information the Province requests under section C1.3 within 30 days of the Province’s request.

SUB-SCHEDULE “C.1”
PROJECT DESCRIPTION

Project Name:	Grey, Bruce, and Dufferin County Regional Service
Project Description:	In Year 1, the Recipient will continue operating a fixed-route, intercommunity bus service from Dundalk to Orangeville, while a transit study is underway to explore the integration of existing transportation services and expansion of new services across Grey, Bruce, and Dufferin Counties. Beginning as early as Year 2, the Recipient will begin the integration and expansion of transit services in Grey, Bruce, and Dufferin Counties under a single regional transit network.
Description of Service Area:	Bruce County, Dufferin County and Grey County

SCHEDULE "D"
BUDGET

D1.0 BUDGET

D1.1 **Budget.** The Recipient will carry out the Project in accordance with the Budget in this Schedule "D".

Grey Bruce and Dufferin County Regional Service - Budget						
	2025-26	**2026-27**	**2027-28**	**2028-29**	**2029-30**	**Total**
Expenditures						
Administration	$ -	$ 120,000	$ 170,000	$ 170,000	$ 170,000	$ 630,000
Consulting/ Professional Services	$ 75,000	$ 356,500	$ -	$ -	$ -	$ 431,500
Transportation Services	$ 300,000	$ 5,242,968	$ 5,497,418	$ 5,882,432	$ 6,017,385	$ 22,940,203
Marketing	$ 10,000	$ 13,000	$ 15,000	$ 16,000	$ 17,000	$ 71,000
Total	**$ 385,000**	**$ 5,732,468**	**$ 5,682,418**	**$ 6,068,432**	**$ 6,204,385**	**$ 24,072,703**
Funding Sources						
OTIF	$ 145,000	$ 2,500,000	$ 2,500,000	$ 2,500,000	$ 1,850,000	$ 9,495,000
Fare Revenue	$ 40,000	$ 767,968	$ 817,968	$ 870,468	$ 1,100,000	$ 3,596,404
Gas Tax Funding	$ -	$ 740,000	$ 740,000	$ 740,000	$ 740,000	$ 2,960,000
Dufferin County Contribution	$ 100,000	$ 145,000	$ 213,150	$ 323,988	$ 492,462	$ 1,274,600
Bruce County Contribution	$ -	$ 145,000	$ 213,150	$ 323,988	$ 492,462	$ 1,174,600
Grey County Contribution	$ 100,000	$ 145,000	$ 213,150	$ 323,988	$ 492,462	$ 1,274,600
Other Municipal Contributions	$ -	$ 1,289,500	$ 985,000	$ 986,000	$ 1,036,999	$ 4,297,499
Total	**$ 385,000**	**$ 5,732,468**	**$ 5,682,418**	**$ 6,068,432**	**$ 6,204,385**	**$ 24,072,703**

SCHEDULE "E"
EXPENDITURES

E1.0 ELIGIBLE EXPENDITURES

E1.1 **Eligible Expenditures.** Eligible Expenditures are the direct costs which are, in the opinion and at the sole discretion of the Province, properly and reasonably incurred by the Recipient in respect of any Project. Eligible Expenditures must be, in the opinion and at the sole discretion of the Province, directly related to the Project and necessary for the successful implementation of the Project. Eligible Expenditures may only be incurred from April 30, 2025 through March 31, 2030. Eligible Expenditures include:

(a) Operating costs, specifically:

i. Administration costs directly related to the planning, implementation or operation of the Project, including office expenses and salaries and benefits for staff supporting the Project who are dedicated to administrative functions;

ii. Consulting services to support Project implementation;

iii. Transit driver training/wages/benefits;

iv. Marketing, including public outreach, communications materials and activities to promote the Project;

v. Transportation services, including contracted transportation services, to operate the Project;

(b) Capital costs, specifically:

i. Vehicle purchase or lease (i.e., buses, vans, e-scooters, e-bikes, etc.) for transportation services under the Project;

ii. Capital expenditures that provide improvements to public transportation security and passenger safety (i.e., bus shelters, accessibility modifications, including access support for first-mile/last-mile modes of travel, wayfinding, etc.) as part of the Project; and

(c) Any other cost that, in the opinion of the Province, is considered necessary for the successful implementation of the Project, and that has been agreed to in writing by the Province.

E2.0 INELIGIBLE EXPENDITURES

E2.1 **Ineligible Expenditures.** Unless a cost is considered an Eligible Expenditure, such cost will be considered an Ineligible Expenditure. Ineligible Expenditures include:

(a) Cash prizes or direct subsidies to individuals that are not related to the Project;

(b) Food and beverages (including consultant reimbursements);

(c) Refundable goods and services tax, pursuant to the *Excise Tax Act*, R.S.C. 1985, c. E. 15, as amended, or other refundable expenses;

(d) Deficit reduction;

(e) Costs already covered by other funding programs;

(f) Costs related to any changes made to the Project without the written agreement of the Province; and

(g) Any other costs, as determined by the Province at its sole discretion.

SCHEDULE “F”
CLAIMS AND PAYMENT PLAN

F1.0 CLAIMS

F1.1 **Claim.** The submission by the Recipient and receipt by the Province of the Reports and other documents listed under the “Required Reports/Documents and Timelines for their Submission” column in Sub-Schedule “F.1” constitute a claim for that payment.

F2.0 SUBMISSION OF CLAIMS AND PAYMENT PLAN

F2.1 **Province Approval.** Notwithstanding all other sections in this Schedule “F”, the Province may, in its sole discretion, not provide payments to the Recipient unless and until it approves, in writing, each Report and other document listed under the “Required Reports/Documents and Timelines for their Submission” column in Sub-Schedule “F.1” submitted by the Recipient.

F2.2 **Timing for Submission of Claims and Payment Amounts.** The timing for the submission of and the payment amount for each claim under the Agreement are set out in Sub-Schedule “F.1”.

F2.3 **Claim Payments.** Subject to the terms and conditions set out in this Agreement, the Province will use its reasonable efforts to make a payment to the Recipient, if due and owing under the terms of the Agreement, within the timelines set out in Sub-Schedule “F.1”.

F2.4 **Payment Amounts Estimates Only.** The payment amounts listed under the “Estimated Payment Amounts” column in Sub-Schedule “F.1” are estimates only.

F2.5 **Payment Calculation and Reconciliation.** For all payments including and subsequent to payment 2A under the “Estimated Payment Amounts” column in Sub-Schedule “F.1”, the Province will calculate payment amounts on the basis of Reports submitted by the Recipient to the Province, the Budget in Schedule “D”, and other information as identified by the Province in its sole discretion, and the Province will reconcile such payments with previous payments provided by the Province. All payment amounts are subject to change in the Province’s sole discretion.

F2.6 **No Interest or Costs.** The Province will under no circumstances be liable for any interest or costs for failure to make a payment within the estimated timelines set out in Sub-schedule “F.1”.

F2.7 **Time Limit for the Submission of Claims.** The Recipient will submit all claims for payment by October 31, 2030. The Province will have no obligation to pay a claim should it be submitted after this date.

F3.0 ADDITIONAL INFORMATION

F3.1 **Additional Information upon the Province's Request.** The Province may, at its sole discretion, request additional information from the Recipient prior to processing any payment.

F3.2 **Timing for the Submission of Additional Information.** The Recipient will, unless the Province otherwise agrees upon in writing and at its sole discretion, provide any information the Province requests under section F3.1 within 30 days of the request.

SUB-SCHEDULE "F.1"
PAYMENT PLAN

Estimated Payment Amount	Required Reports/Documents and Timelines for their Submission	Estimated Timelines for Payment (subject to all necessary approvals having been received)
1A: 50% of forecasted year 1 funding requested	• Certificate of insurance • Council resolution due within 90 days after the Effective Date	Within 90 days after the Effective Date
1B: 50% of forecasted year 1 funding requested	• Year 1 Mid-Year Questionnaire due October 1, 2025	October 1, 2025
2A: 50% of forecasted year 2 funding requested	• Year 1 Reports due April 30, 2026	April 30, 2026
2B: 50% of forecasted year 2 funding requested	• Year 2 Mid-Year Questionnaire due October 1, 2026	October 1, 2026
3A: 50% of forecasted year 3 funding requested	• Year 2 Reports due April 30, 2027	April 30, 2027
3B: 50% of forecasted year 3 funding requested	• Year 3 Mid-Year Questionnaire due October 1, 2027	October 1, 2027
4A: 50% of forecasted year 4 funding requested	• Year 3 Reports due April 30, 2028	April 30, 2028
4B: 50% of forecasted year 4 funding requested	• Year 4 Mid-Year Questionnaire due October 1, 2028	October 1, 2028
5A: 50% of forecasted year 5 funding requested	• Year 4 Reports due April 30, 2029	April 30, 2029
5B: 50% of forecasted year 5 funding requested	• Final Reports due April 30, 2030	April 30, 2030

SCHEDULE "G"
REPORTS

G1.0 DEFINITION

G1.1 **Definition.** In this Schedule "G":

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

G2.0 REPORTS

G2.1 **Reports.** The Recipient will obtain the Report forms on Transfer Payment Ontario, complete them, and submit them to the Province using Transfer Payment Ontario, by the respective submission dates noted in the "Required Reports/Documents and Timelines for their Submission" column in Sub-Schedule "F.1".

G3.0 COMPLIANCE AUDIT

G3.1 **Compliance Audit**. The Province may, at its sole discretion and within timelines set out by the Province, request that the Recipient carries out a Project compliance audit in accordance with Generally Accepted Auditing Standards and delivers the corresponding compliance audit report(s) within the timelines set out by the Province.

G3.2 **Compliance Audit Requirements.** If the Province requests a Project compliance audit pursuant to section G3.1, the Recipient will retain, at the Recipient's expense and within the timelines set out by the Province, an accredited external independent auditor(s) to carry out the audit and will deliver any compliance audit report(s) from such audit to the Province within 7 Business Days of the Recipient's receipt of the report.

G3.3 **Compliance Audit Objectives.** The key objectives of the compliance audit(s) are to:

(a) determine whether Funds were expended for the purposes intended and with due regard to economy, efficiency and effectiveness;

(b) determine compliance with the Agreement;

(c) ensure that the Project, Reports and other reports, and financial information are complete, accurate and timely, in accordance with the terms and conditions of the Agreement;

(d) ensure that information and monitoring processes and systems are sufficient for the identification, capture, validation and monitoring of the service performance measures;

(e) assess the overall management and administration of the Project;

(f) provide recommendations for improvement or redress; and

(g) ensure that prompt and timely corrective action is taken on audit findings.

SUB-SCHEDULE "G.1"
REPORTS AND DETAILS

G.1.1.0 REPORTS

G.1.1.1 Reports Requirements.

The annual Reports (Year 1 reporting forms, Year 2 reporting forms, Year 3 reporting forms, Year 4 reporting forms, final reporting forms) must:

a) be submitted on or before the submission dates indicated in the "Required Reports/Documents and Timelines for their Submission" column in Sub-Schedule "F.1";

b) provide an accounting of all Eligible Expenditures that have been incurred as of the date of the Reporting Form, including explanations for any variances above 10% between the costs as set out in Schedule "D" and the actual costs;

c) provide an update on the performance measures and sustainability measures using the goals provided in the application form submitted by the Recipient on Transfer Payment Ontario;

d) be completed and submitted to Transfer Payment Ontario by an authorized signing officer of the Recipient, confirming that the Project has been carried out in compliance with the terms and conditions of this Agreement; and

e) contain all other information as specified in the Reports and as required by the Province in its sole discretion.

The Mid-Year Questionnaires (Year 1 Mid-Year Questionnaire, Year 2 Mid-Year Questionnaire, Year 3 Mid-Year Questionnaire, Year 4 Mid-Year Questionnaire) must:

a) be submitted on or before the submission dates indicated in the "Required Reports/Documents and Timelines for their Submission" column in Sub-Schedule "F.1";

b) provide an interim financial update on Eligible Expenditures to date and forecasted for the remainder of the year;

c) provide an update on the status and progress of the Project; and

d) contain all other information as specified in the Reports and as required by the Province in its sole discretion.

SCHEDULE "H"

DISPOSAL OF ASSETS

H1.1 **Notification and Payment if Disposal.** The Recipient will notify the Province in writing, 180 days in advance, if, at any time within (a) 12 years of the Recipient's acquisition of a conventional transit vehicle or (b) 5 years of the Recipient's acquisition of a specialized transit vehicle; such vehicle(s) being acquired with Funds or for which Funds were provided; the Recipient proposes to sell, lease, or otherwise dispose of such vehicle(s). Upon disposal of the vehicle and unless the Province otherwise consents in writing, the Recipient will return the funds arising from the sale, lease or otherwise disposal to the Province.

H1.2 **Disposal to the Province, Local Government or Crown Agency.** Despite section H1.1, the Recipient's payment obligations set out in section H1.1 do not apply if a vehicle is disposed of to the Province, a local government, or a Crown agency of the Government of Ontario.

H1.3 **Vehicle Replacement.** Despite section H1.1, if a vehicle is disposed of as described in section H1.1 and is replaced to meet technical or operational requirements of the Recipient with a vehicle of equal or greater value, the Recipient may, in lieu of the repayment set out in section H1.1 and with the Province's prior written consent, reinvest the proceeds from the disposal into the replacement vehicle.

SCHEDULE "I"
COMMUNICATIONS

I1.1 **Acknowledgement of Support.** Unless the Province otherwise approves in writing, the Recipient will acknowledge the support of the Province in a form and manner as directed by the Province.

I1.2 **Notification to Province.** The Recipient will notify the Province in advance for any planned local communication or recognition events, or both.

I1.3 **No Agency, Joint Venture.** The Province and the Recipient will, at all times, remain independent of each other and will not represent themselves to be the agent, joint venturer, partner or employee of the other. Neither the Recipient nor the Province will make representations or take actions that could establish or imply any apparent relationship of agency, joint venture, partnership or employment. In addition, neither the Recipient nor the Province will be bound in any manner whatsoever by any agreements, warranties or representations made by any of them to any other person or entity, with respect to any other action of the other.

I1.4 **Published Material.** If the Recipient publishes any material of any kind, written or oral, relating to the Ontario Transit Investment Fund (OTIF), the Recipient will indicate in the material that the views expressed in the material are the views of the Recipient and do not necessarily reflect those of the Province.

I1.5 **Visual Identity Signage.** The Recipient will comply with the requirements for the installation and maintenance of visual identity signage set out below:

(a) The Recipient will install and maintain the exterior and interior visual identity signage on each public transportation vehicle for which the Funds were provided;

(b) External visual identity signage must be located immediately to the left of the front passenger entrance doors of the vehicle. Internal visual identity signage should be placed on an interior wall in a location and height that will be convenient for passengers to read; and

(c) Recognition stickers should be approximately sized as follows: 10" x 3.4".