



Bruce County Council Agenda

Date: December 5, 2019
Time: 9:30 a.m.
Location: Council Chambers
County Administration Centre, Walkerton

Chair: 2020 Warden

1. Call to Order
2. Nominations for Warden
3. Election of Warden
4. Investiture of the Warden with Chain of Office
5. Administering of the Oath of Office to the 2020 Warden by Tammy Grove-McClement, County Solicitor
6. Warden's Remarks
7. Reception for Warden
8. Declaration of Pecuniary Interest
9. Confirmation of Council Minutes
November 7, 2019
10. Committee of the Whole - Selection of Committee Chairs
11. Rise and Report from Committee of the Whole
12. Destroy the Ballots

13. Communications

Please contact the Clerk if you wish a copy of any of the communications listed.

a. Township of Stirling Rawdon

Re: resolution supporting the Association of Municipalities of Ontario report entitled, "A Reasonable Balance: Addressing growing municipal liability and insurance costs"

b. Grey Sauble Conservation

Re: resolution supporting the continuation of the programs and services of the Grey Sauble Conservation Authority (GSCA), both mandatory and non-mandatory, and that no programs or services of GSCA be "wound down" at this time; and,

That the Minister of the Environment, Conservation and Parks give clear direction as to what programs and services are considered mandatory and non-mandatory and how those programs will be funded in the future; and,

That the Minister of the Environment, Conservation and Parks utilize the Conservation Authorities Act regulations to ensure that all programs and projects of the Authority that are consistent with the Objects and Powers of an Authority be considered core programs.

c. Township of Ramara

Re: supporting the province's determination that the existing Conservation Authorities Act, 1990, R.S.O. 1990, c/ C27 and its proscribed regulations require review; and

signaling the Ministry of the Environment, Conservation and Parks of its willingness to participate in all consultations and submissions to the same.

d. Town of Wasaga Beach

Re: Resolution requesting that the Nottawasaga Valley Conservation Authority provide prior to passage of its 2020 budget the following:

1. Its interpretation and understanding of its mandated operations as found in the Current Conservation Authorities Act and its prescribed regulations
2. The costs of each as determined under (1)
3. Detailed definitions and determinations of what can be characterized as non-mandatory programming and service(s)
4. the costs of each as determined under (3);

5. detailed definitions and determinations of fee-for-service activities of the Nottawasaga Valley Conservation Authority, the revenues they generate as the activities take place within and/or requests originate from geographic area of the Township of Springwater; and
6. the costs that arise from programs and services enabled through the Memorandum of Understanding with the Severn Sound Environmental Association

e. Rural Ontario Municipal Association (ROMA)

Re: Rural Ontario Municipal Association (ROMA) and Ontario Good Roads Association (OGRA) Future Opportunities

14. Delegations

a. Jessica Linthorne, Manager, Strategic Initiatives, Town of Saugeen Shores

RE: Municipal Innovation Council

15. Reports from Staff

16. Inquiries and Announcements

17. Minutes

November 7, 2019

- Corporate Services Committee
- Executive Services Committee
- Homes Committee
- Human Resources Committee
- Human Services Committee
- Museum Committee

November 14, 2019

- Corporate Services Committee

November 21, 2019

- Executive Committee
- Planning and Development Committee
- Transportation and Environmental Services Committee

November 28, 2019

- Corporate Services Committee

18. Notice of Motion

19. Other Business

a. Closed Meeting Investigation Report

20. By-laws

2019-065 - A by-law to authorize temporary borrowing of money to provide interim construction financing for the Kincardine Housing Project.

2019-066 - A by-law to authorize the execution of a Funding Agreement between the Corporation of the County of Bruce and Russell Meadows Non-Profit Accommodations for the Canada-Ontario Community Housing Initiative (COCHI) - Repair Component

2019-067 - A by-law to authorize the execution of a Funding Agreement between the Corporation of the County of Bruce and Formosa Seniors Non-Profit Housing Corporation for the Canada-Ontario Community Housing Initiative (COCHI) - Repair Component

2019-068 - A by-law to authorize the execution of a Municipal Contribution Agreement between the Corporation of the County of Bruce and Bruce County Housing Corporation for the Ontario Priorities Housing Initiative - Rental Housing Component

2019-069 - A by-law to authorize the execution of an agreement between the Corporation of the County of Bruce and the Community Connection for the provision of information, assessment, navigation and referral services

2019-070 - A by-law to adopt Amendment Number 247 to the County of Bruce Official Plan

2019-071 - A by-law to confirm proceedings of the Council of the County of Bruce at its meeting held the 5th day of December, 2019

21. Adjournment

22. O Canada



Bruce County Council Minutes

November 7, 2019
Council Chambers
County Administration Centre, Walkerton

Present	Mitch Twolan, Warden Robert Buckle, Councillor Luke Charbonneau, Councillor Anne Eadie, Councillor	Steve Hammell, Councillor Janice Jackson, Councillor Milt McIver, Councillor Chris Peabody, Councillor
Staff	Acting CAO Bettyanne Cobean Nicole Charles, Director of Library Services Edward Henley, Director of Corporate Services Christine MacDonald, Director of Human Services Cathy McGirr, Director of Museum & Cultural Services	Miguel Pelletier, Director of Transportation and Environmental Services Kara Van Myall, Director of Planning and Development Susan Petrik, Acting Director of Human Resources Steve Schaus, Acting Director of Paramedic Services Darlene Batte, Deputy Clerk Jill Knowlton, Long Term Care
Regrets	Donna Van Wyck, Clerk	

1. Call to Order

The meeting of Bruce County Council was called to order at 9:32 a.m.

2. Declaration of Pecuniary Interest

There were no declarations of pecuniary interest.

3. Remembrance Day

Council observed a minute of silence in honour of Remembrance Day.

4. Confirmation of Council Minutes

Moved by Councillor Janice Jackson

Seconded by Councillor Steve Hammell

That the minutes of the October 3, 2019 meeting be adopted as circulated.

Carried

5. Communications

a. Municipality of Grey Highlands Resolution

Re: Conservation Authorities

b. Municipality of West Elgin

Re: Provincial Government consultation on proposed changes to the Provincial Policy Statement

c. Town of Blue Mountains

Re: Integrity Commission Matters

d. Ministry of Natural Resources and Forestry

RE: Environmental Registry notice (019-0732) by the Ministry of Natural Resources and Forestry regarding proposal to amend three statutes and make a new regulation

6. Delegations

a. Violence Prevention Grey Bruce

Mr. Jon Farmer & Ms. Chelsea Donohue, Coordinators, Violence Prevention Grey Bruce and Ms. Rosanne Roy, Probation Officer, Youth Justice Services, Ministry of Children, Community and Social Services made a presentation to familiarize Council with the work of Violence Prevention Grey Bruce.

Mr. Farmer explained that December 6th is a day the National Flag of Canada is flown at half-mast. They respectfully requested the County to consider "Marking the National Day of Remembrance and Action on Violence Against Women - December 6, 2019."

A report will be brought forward to the Executive Committee meeting on November 21, 2019 to address this request.

b. Community Connection - 211

Ms. Fiona Proctor, RN BScN, Manager, Health and Community Impact, Community Connection/211 Central East Ontario provided an update on their service offerings and presented data findings on the usage of 211 services by the residents of Bruce County.

c. Presentation of Loyalist Certificates

Loyalist Certificates for Managing and Leading in a Municipal Environment were presented to the following staff:

1. Aryn Becker
2. Mike Berberich
3. Stephanie Crilly
4. Lynn Hatten
5. Janice Hobelman
6. Dan Kingsbury
7. Sharon Kuntz
8. Cally Mann
9. Amanda Maxwell
10. Mark Paoli
11. Frank Prospero
12. Deb Sturdevant
13. Cassie Wood

Acting CAO, Bettyanne acknowledged Jenelle Bannon, Jerry Haan and Michaela Posthumus who were unable to attend this presentation.

7. Reports from Staff

There were no reports from staff.

8. Inquiries and Announcements

There were no inquiries or announcements.

9. Minutes

Moved by Councillor Janice Jackson

Seconded by Councillor Steve Hammell

That the minutes of the following meetings be approved:

October 3, 2019

- Corporate Services Committee
- Executive Committee
- Homes Committee
- Human Services Committee
- Museum Committee
- Paramedic Services Committee

October 17, 2019

- Corporate Services Committee
- Executive Committee
- Planning and Development Committee
- Transportation and Environmental Services Committee

Carried

10. Notice of Motion

There was no Notice of Motion.

11. Other Business

Councillor Chris Peabody, County representative to the Bruce Grey Board of Health commented on discussions related to the proposed Health Unit merger. This will be included on a future Executive Committee meeting for discussion.

12. By-laws

Moved by Councillor Anne Eadie

Seconded by Councillor Luke Charbonneau

That the following by-laws be approved:

2019-058 - A by-law to authorize the execution of a Service Agreement between the Corporation of the County of Bruce and Saugeen Shores Child Care Centre for the provision of childcare services

2019-059 - A by-law to authorize the execution of a Service Agreement between the Corporation of the County of Bruce and Bruce-Grey Catholic District School Board for the provision of childcare services

2019-060 - A by-law to approve the submission of an application to the Ontario Infrastructure and Lands Corporation ("OILC") for the long-term financing of certain capital work(s) of the Corporation of the County of Bruce (the "municipality"); and to authorize entering into of a rate offer letter agreement pursuant to which the municipality will issue debentures to OILC

2019-061 - A by-law to adopt Amendment Number 245 to the County of Bruce Official Plan

2019-062 - A by-law to restrict the weight of vehicles passing over County bridges

2019-063 - A by-law to temporarily close the Arran Township Shed Bridge (Invermay), Bridge ID 270050, for the 2019-2020 winter season

2019-064 - A by-law to confirm proceedings of the Council of the County of Bruce at its meeting held the 7th day of November, 2019

Carried

13. Adjournment

Moved by Councillor Luke Charbonneau
Seconded by Councillor Chris Peabody

That the meeting of Bruce County Council adjourn at 10:18 a.m.

Carried

14. O Canada

Mitch Twolan, Warden

Darlene Batte, Deputy Clerk



November 26, 2019

ROMA and OGRA Discuss Future Opportunities

Representatives of the Ontario Good Roads Association (OGRA) met with the Rural Ontario Municipal Association Board on November 15, 2019 to discuss how the two organizations can collaborate in the future.

Both groups agreed to look for opportunities to work together on shared policy priorities that will support and strengthen Ontario's rural municipalities.

The discussion also covered the matter of joint conferences. It was agreed that it would make sense to revisit this conversation in the future, given current commitments of both ROMA and OGRA related to their individual conferences.

"We look forward to working with OGRA on ways to strengthen our collective advocacy," said ROMA Chair Allan Thompson. "Ontario's rural community faces a broad range of challenges and it is important to work with others to advance our goals. It's also critical to keep the spotlight on rural issues and ensure the sector has a strong and effective voice."

"The opportunity to have a constructive dialogue with ROMA reminded us that the strength of OGRA is directly linked with our ability to work with like-minded organizations like ROMA to advance the interests of our members," OGRA President, Rick Kester. "We are excited to continue this discussion".

A handwritten signature in black ink, appearing to read "Allan Thompson".

Allan Thompson
ROMA Chair

A handwritten signature in black ink, appearing to read "Rick Kester".

Rick Kester
President, OGRA

Municipal Innovation Council

December 2019



Introduction

Jessica Linthorne

Manager, Strategic Initiatives

Town of Saugeen Shores



Jessica.Linthorne@SaugeenShores.ca



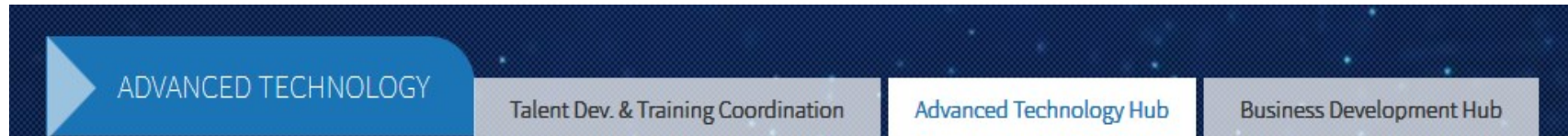
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Introduction



Role of Nuclear Innovation Institute (NII)



Introduction



Role of the Town of Saugeen Shores

- Lease agreement signed between Saugeen Shores and NII
- MOU signed with NII to advance MIC
- Agreement states:
 - ✓ *Saugeen Shores will lead MIC, as the main engagement arm for municipalities in accessing NII to advance municipal innovation, subject to Council approval*
 - ✓ *Together with NII, engage local government in the MIC*
 - ✓ *Have access to NII resources to successfully advance the MIC*
 - ✓ *NII will provide physical space for 1-2 people to support and advance the MIC with access to innovation team space*

Collaboration: our history

We've tried..

- To streamline
- To be innovative
- To think outside the box
- To work together on common municipal challenges

Lack of assigned staff and funding have caused barriers to advance collaborative measures.



Collaboration: our opportunity

With the right model, we can..

- ✓ Deliver results
- ✓ Foster relationships
- ✓ Leverage strengths
- ✓ Seek advice and share expert opinions
- ✓ Collectively fund new opportunities
- ✓ Streamline process
- ✓ Be creative



Collaborative project: background

May

- Introduced idea to NII

June

- Introduced idea to area municipal staff

July

- Introduced idea to Saugeen Shores Council

August

- Saugeen Shores secured formal partnership (lease & MOU for MIC) with NII

September

- Advanced concept document and business plan

October

- Seeking support and partnership for 2020
- Seven Municipal partners have joined the MIC



Collaborative project: how does it work?

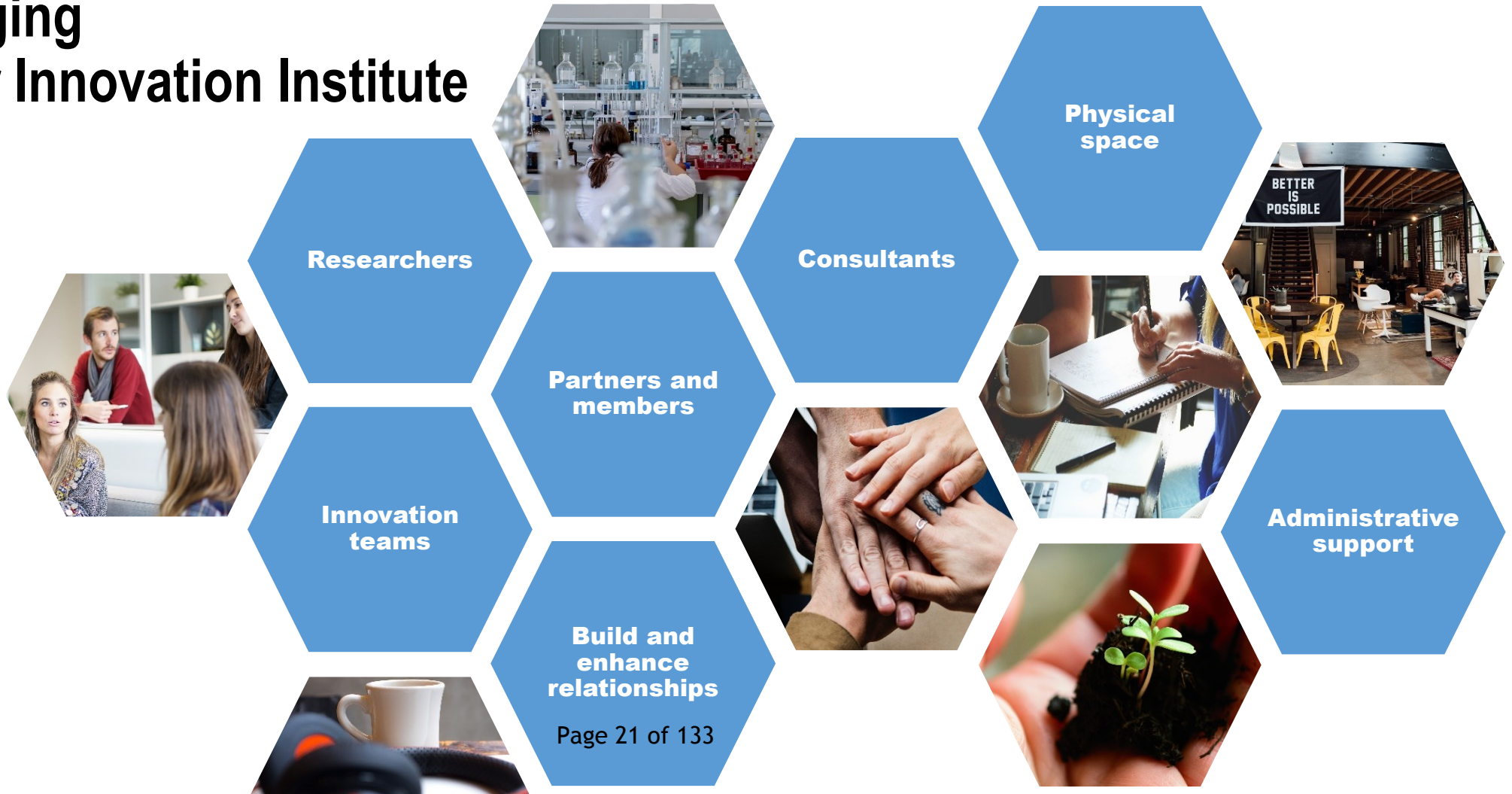
- Three-year pilot project
- **Partner contributions:**
 - 1) Appoint municipal staff to participate in strategic planning discussion, collaborate with partners, advance and implement new process
 - 2) Funding MIC will ensure staffing, resources available to advance initiatives, including research, studies, implementation

Collaborative project: how does it work?

- ✓ MIC to meet quarterly with regular connection through email, conference call as required
- ✓ Municipal Lab Director to be hired, collectively funded by MIC partners
 - Solution driven, well connected innovator to achieve results (3-year contract)
- ✓ Leverage NII resources
 - Innovation teams, partners, members, researchers, administrative staff, etc.

Significant opportunity

Leveraging Nuclear Innovation Institute



Municipal Innovation Council

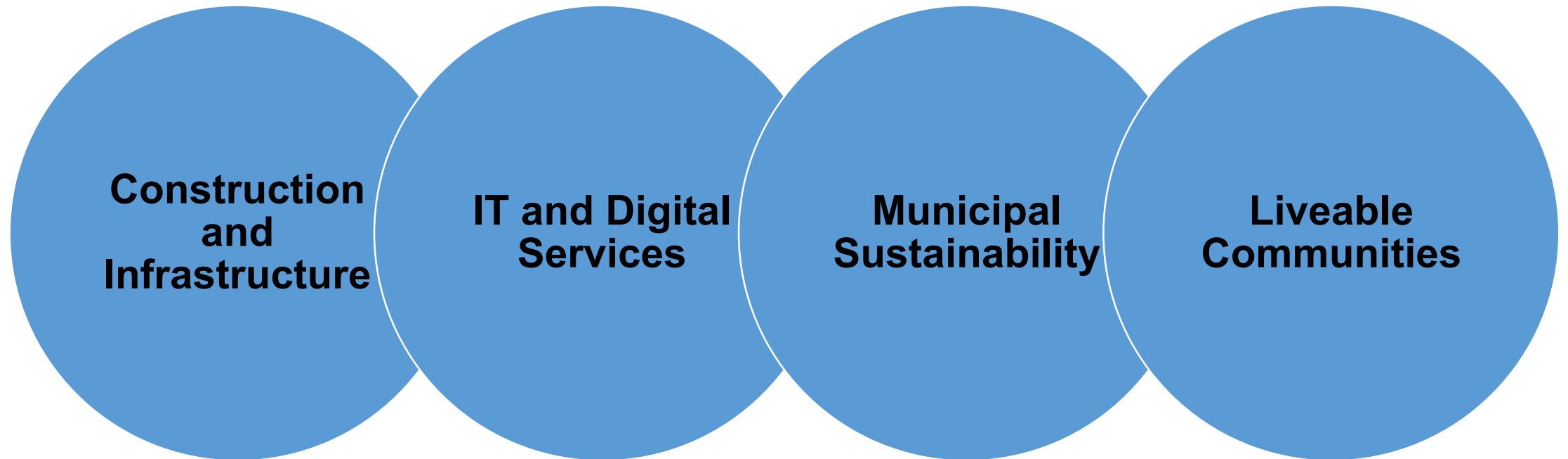
Vision:

The Municipal Innovation Council will transform the way our municipalities do business. Partners of the MIC will learn, collaborate and transform the way we work. Through strategic thinking and innovative solutions, the MIC will work toward finding efficiencies and ensuring sustainability.

Partners will leverage learning and discover efficiencies in order to build smarter, stronger and more resilient communities.



MIC areas of focus



Business plan overview

- ✓ Becoming a partner
- ✓ Membership contribution
- ✓ Budget details
- ✓ Operations
- ✓ Governance
- ✓ Timelines and accountability



MIC funding model

\$12,000 base fee (annual)

+ \$2.50 per house hold (annual) – based on 2016 census

Bruce County

\$114,952 per year

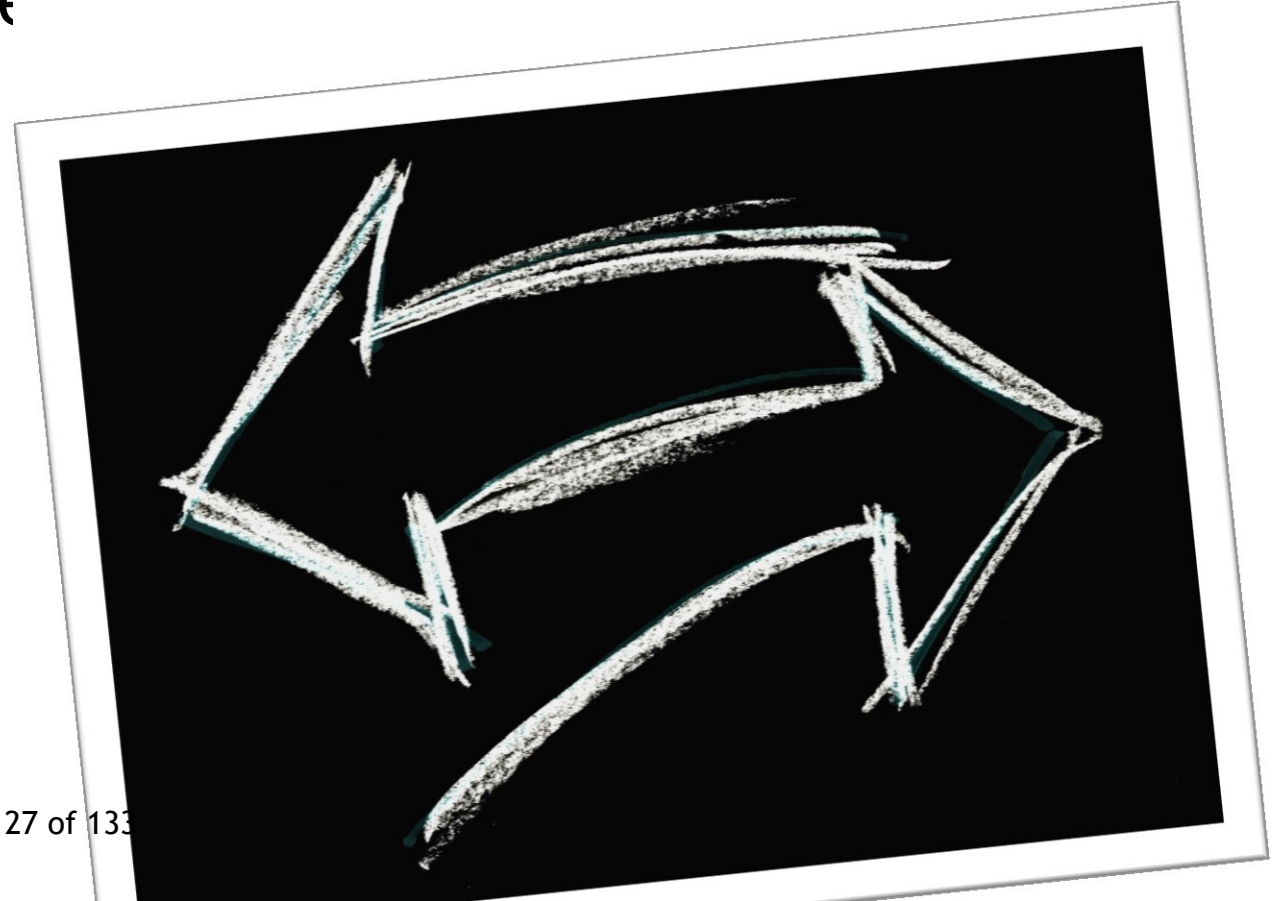
*Aligns with provincial one-time efficiency fund received in 2019

Other spaces



Next steps

- Bruce County municipalities are invited to join
- Seven municipalities have joined MIC
- Collective MOU being signed



MIC Launch Event

Save the Date - formal invitation will follow

Thursday January 16th

9am – 11am

Lakeshore Recreation, Port Elgin

Thank you!

Jessica Linthorne

Manager, Strategic Initiatives

Town of Saugeen Shores



Jessica.Linthorne@SaugeenShores.ca



519-832-2008 x123



Corporate Services Committee Minutes

November 7, 2019
Council Chambers
County Administration Centre, Walkerton

Present	Robert Buckle, Councillor Luke Charbonneau, Councillor Anne Eadie, Councillor Steve Hammell, Councillor	Janice Jackson, Councillor Milt McIver, Councillor Chris Peabody, Councillor
Regrets	Mitch Twolan, Warden	
Staff	Acting CAO Bettyanne Cobean Edward Henley, Director of Corporate Services Christine MacDonald, Director of Human Services Cathy McGirr, Director of Museum & Cultural Services Miguel Pelletier, Director of Transportation & Environmental Services	Kara Van Myall, Director of Planning & Economic Development Darlene Batte, Deputy Clerk Susan Petrik, Acting Director of Human Resources Lynn Hatten, Financial Manager
Regrets	Donna Van Wyck, Clerk	

1. Call to Order

The meeting was called to order at 2:49 p.m.

2. Declaration of Pecuniary Interest

There were no declarations of pecuniary interest.

3. Action Items

a. Borrowing - Kincardine Housing Project

Moved by Councillor Anne Eadie

Seconded by Councillor Luke Charbonneau

That the Treasurer be authorized to apply for a Demand Bridge Loan (non-revolving) for the Kincardine Housing Project through Canadian Imperial Bank of Commerce (CIBC) for the amount of \$11,650,000 to be repaid by a loan and potential capital contribution through Canada Mortgage and Housing Corporation (CMHC); and,

That the Treasurer be authorized to apply for a loan and potential capital contribution through the National Housing Co-Investment Fund - New Construction Stream offered by CMHC for a 10 year term and a 30-year amortization, with an option of a second 10 year term, with the remaining 10 or 20 year term to be either through CMHC or another lender; and,

That the Treasurer shall bring a CIBC borrowing by-law for the Kincardine Housing Project to Council for approval.

Carried

4. Information Items

The following reports were received for information:

- a. Exterior Cladding at Gateway Haven
- b. 2020 Ontario Municipal Partnership Fund
- c. Summary of External Printing Costs
- d. Third Quarter 2019 Financial Statement Review
- e. Reserve and Reserve Funds Analysis

5. Act on Recommendations

Moved by Councillor Robert Buckle
Seconded by Councillor Luke Charbonneau

That in accordance with the Procedure By-law, staff be authorized and directed to give effect to the actions of the Corporate Services Committee in respect of all resolutions passed during the November 7, 2019 meeting.

Carried

6. Next Meeting

The next meeting of the Corporate Services Committee will take place on November 14, 2019 in the Council Chambers, County Administration Centre, Walkerton, Ontario.

7. Adjournment

Moved by Councillor Steve Hammell
Seconded by Councillor Robert Buckle

That the meeting of the Corporate Services Committee adjourn at 2:54 p.m.

Carried

Councillor Milt McIver, Acting Chair
Corporate Services Committee



Executive Committee Minutes

November 7, 2019
Council Chambers
County Administration Centre, Walkerton

Present	Mitch Twolan, Warden Robert Buckle, Councillor Luke Charbonneau, Councillor Anne Eadie, Councillor	Steve Hammell, Councillor Janice Jackson, Councillor Milt McIver, Councillor Chris Peabody, Councillor
Staff	Acting CAO Bettyanne Cobean Nicole Charles, Director of Library Services Christine MacDonald, Director of Human Services Cathy McGirr, Director of Museum & Cultural Services Miguel Pelletier, Director of Transportation & Environmental Services	Kara Van Myall, Director of Planning & Development Darlene Batte, Deputy Clerk Matthew Meade, Corporate Strategic Initiatives Specialist Edward Henley, Director of Corporate Services
Regrets	Donna Van Wyck, Clerk	

1. Call to Order

The meeting was called to order at 11:44 a.m.

2. Declaration of Pecuniary Interest

Warden Twolan declared a pecuniary interest in relation to Item 5b. Municipal Innovation Council - an Update.

3. Closed Meeting

Moved by Councillor Steve Hammell

Seconded by Councillor Anne Eadie

That the Committee move into a closed meeting pursuant to:

- Section 239(2)(b) of the Municipal Act relating to personal matters about an identifiable individual including municipal or local board employees;
- Section 239 (2)(d) Labour Relations or Employee Negotiations;
- Section 239 (2) (e) of the Municipal Act, 2001 related to litigation or potential litigation, including matters before administrative tribunals, affecting the municipality or local board; and,
- Section 239 (2) (f) of the Municipal Act, 2001 regarding advice that is subject to solicitor-client privilege, including communications necessary for that purpose to discuss:
 - Native Land Claim
 - Legal Proceeding on Bruce County's Use of the Bruce A. Krug Estate Update
 - CAO Update Part 1
 - CAO Update Part 2

Carried

4. Rise and Report

In the absence of the Warden, Councillor Milt Mclver assumed the Chair.

Moved by Councillor Luke Charbonneau

Seconded by Councillor Robert Buckle

That the Committee rise and report from the closed meeting.

Carried

- a. Moved by Councillor Anne Eadie
Seconded by Councillor Robert Buckle

That the Acting CAO be directed to execute the management contract with Primacare Living Solutions for Brucelea Haven and Gateway Haven.

Carried

- b. Moved by Councillor Janice Jackson
Seconded by Councillor Steve Hammell

That the recruitment process for the position of Chief Administrative Officer begin using internal staff resources and in-house recruitment processes utilizing the current job descriptions responsibilities; and,

That the position be removed from the non-union salary grid; and,

That Warden Twolan and the following three members of Council form the CAO Recruitment Committee:

- Anne Eadie
- Luke Charbonneau
- Milt McIver

Carried

- c. Moved by Councillor Anne Eadie
Seconded by Councillor Luke Charbonneau

That staff be directed to pay expenditures in 2019 that in doing so may put certain departments into an overall deficit position and acknowledge that it is reasonable for these departments budgets to be exceeded and potentially the entire County budget move into a deficit at yearend.

Carried

5. Action Items

- a. **Appointment to the Grey Bruce Children's Water Festival**

Moved by Councillor Anne Eadie
Seconded by Councillor Janice Jackson

That the appointment of a Member of Bruce County Council to the Grey Bruce Children's Water Festival be discontinued commencing January 1, 2020.

Carried

b. Municipal Innovation Council - An Update

Moved by Councillor Luke Charbonneau
Seconded by Councillor Anne Eadie

That the draft 2020 budget includes \$114,952, offset by the \$50,000 assigned on July 11th, 2019 from the Ministry of Municipal Affairs and Housing one-time funding, as the County's first, of a three year commitment, to the Municipal Innovation Council to be considered for approval during the 2020 budget deliberations.

Carried

6. Information Items

The following reports were received for information:

- a. 2019 Q3 Annual Business Plan Update
- b. Minister of Municipal Affairs and Housing (MMAH) Announcements

7. Act on Recommendations

Moved by Councillor Luke Charbonneau
Seconded by Councillor Janice Jackson

That in accordance with the Procedure by-law, staff be authorized and directed to give effect to the actions of the Executive Committee in respect of all resolutions passed during the November 7, 2019 meeting.

Carried

8. Next Meeting

The next meeting of the Executive Committee will take place on November 21, 2019 in the Council Chambers, County Administration Centre, Walkerton, Ontario.

9. Adjournment

Moved by Councillor Chris Peabody

Seconded by Councillor Anne Eadie

That the meeting of the Executive Committee adjourn at 2:40 p.m.

Carried

Warden Mitch Twolan, Chair

Executive Committee



Homes Committee Minutes

November 7, 2019
Council Chambers

County Administration Centre, Walkerton

Present	Mitch Twolan, Warden Chris Peabody, Councillor Robert Buckle, Councillor Luke Charbonneau, Councillor	Anne Eadie, Councillor Steve Hammell, Councillor Janice Jackson, Councillor Milt McIver, Councillor
Staff	Acting CAO Bettyanne Cobean Christine MacDonald, Director of Human Services Kara Van Myall, Director of Planning & Development	Darlene Batte, Deputy Clerk Susan Petrik, Acting Director of Human Resources Jill Knowlton, Long Term Care

Staff Regrets Donna Van Wyck, Clerk

1. Call to Order

The meeting was called to order at 10:27 a.m.

2. Declaration of Pecuniary Interest

There were no declarations of pecuniary interest.

3. Information Items

a. Long Term Care Update

Ms. Jill Knowlton, Acting Director of Long Term Care presented an update on the County's two Long Term Care facilities.

The Long Term Care Update report was received for information.

4. Closed Meeting

Moved by Councillor Milt McIver
Seconded by Warden Mitch Twolan

That the Committee move into a Closed Meeting pursuant to Section 239(2)(b) of the Municipal Act relating to personal matters about an identifiable individual including municipal or local board employees to receive the Long Term Care Operations Update, October 2019.

Carried

5. Rise and Report

Moved by Warden Mitch Twolan
Seconded by Councillor Steve Hammell

That the Committee rise and report from the closed meeting.

Carried

The Chair reported that an update on the Long Term Care Operations was received.

6. Act on Recommendations

Moved by Councillor Anne Eadie
Seconded by Councillor Robert Buckle

That in accordance with the Procedure By-law, staff be authorized and directed to give effect to the actions of the Homes Committee in respect of all resolutions passed during the November 7, 2019 meeting.

Carried

7. Next Meeting

The next meeting of the Homes Committee will take place on December 5, 2019 in the Council Chambers, County Administration Centre, Walkerton, Ontario.

8. Adjournment

Moved by Councillor Janice Jackson
Seconded by Councillor Steve Hammell

That the meeting of the Homes Committee adjourn at 11:40 a.m.

Carried

Councillor Chris Peabody, Chair
Homes Committee



Human Resources Committee Minutes

November 7, 2019
Council Chambers
County Administration Centre, Walkerton

Present	Robert Buckle, Councillor Luke Charbonneau, Councillor Anne Eadie, Councillor Steve Hammell, Councillor	Janice Jackson, Councillor Milt McIver, Councillor Chris Peabody, Councillor
Regrets	Mitch Twolan, Warden	
Staff	Acting CAO Bettyanne Cobean Susan Petrik, Acting Director of Human Resources Edward Henley, Director of Corporate Services Nicole Charles, Director of Library Services	Christine MacDonald, Director of Human Services Kara Van Myall, Director of Planning & Development Darlene Batte, Deputy Clerk
Staff Regrets	Donna Van Wyck, Clerk	

1. Call to Order

The meeting was called to order at 2:55 p.m.

2. Declaration of Pecuniary Interest

There were no declarations of pecuniary interest.

3. Action Items

a. Policy Revisions

Moved by Councillor Anne Eadie

Seconded by Councillor Steve Hammell

That the C1. Vacation policy approved at the September 12, 2019 Human Resources Committee meeting be rescinded; and,

That the C1. Vacation Policy dated July 6, 2017 be reactivated; and,

That policy A8. New Position Policy, be rescinded

Carried

b. Extension of the Occupational Athletes Program

Moved by Councillor Anne Eadie

Seconded by Councillor Chris Peabody

That pre-budget approval be given to extend the Occupational Athletes Program contract at Brucelea Haven for an additional six months to be funded in the 2020 Human Resources, Health and Safety Budget for approximately \$35,000.

Carried

4. Act on Recommendations

Moved by Councillor Robert Buckle

Seconded by Councillor Luke Charbonneau

That in accordance with the Procedure By-law, staff be authorized and directed to give effect to the actions of the Human Resources Committee in respect of all resolutions passed during the November 7, 2019 meeting.

Carried

5. Next Meeting

The next meeting of the Human Resources Committee will take place on December 5, 2019 in the Council Chambers, County Administration Centre, Walkerton, Ontario.

6. Adjournment

Moved by Councillor Anne Eadie

Seconded by Councillor Robert Buckle

That the meeting of the Human Resources Committee adjourn at 2:58 p.m.

Carried

Councillor Milt McIver, Acting Chair

Human Resources Committee



Human Services Committee Minutes

November 7, 2019
Council Chambers
County Administration Centre, Walkerton

Present	Robert Buckle, Councillor Luke Charbonneau, Councillor Anne Eadie, Councillor	Steve Hammell, Councillor Milt McIver, Councillor Chris Peabody, Councillor
Regrets	Mitch Twolan, Warden Janice Jackson, Councillor	
Staff	Acting CAO Bettyanne Cobean Christine MacDonald, Director of Human Services Kara Van Myall, Director of Planning & Development	Darlene Batte, Deputy Clerk Tony Ban, Housing Facilities Manager Brett McMullen, Project Technologist

1. Call to Order

The meeting was called to order at 2:59 p.m.

2. Declaration of Pecuniary Interest

There were no declarations of pecuniary interest.

3. Action Items

a. 211 Agreement

Moved by Councillor Anne Eadie
Seconded by Councillor Milt McIver

That a by-law be introduced authorizing the execution of a three-year agreement with Community Connection for the provision of services as defined in the service agreement for the period of January 1, 2020 to December 31, 2022; and,

That approval be granted to repeal by-law 2015-003 the standing agreement.

Carried

b. Approval & Delegation for Signing of Ontario Priorities Housing Initiative New Rental Contribution Agreement

Moved by Councillor Anne Eadie

Seconded by Councillor Chris Peabody

That the use of Ontario Priorities Housing Initiative funding for Bruce County Housing Corporation's new build in the Municipality of Kincardine, be approved; and,

That a by-law be introduced authorizing the Warden and Clerk to execute a Contribution Agreement between Bruce County Housing Corporation and the County of Bruce for the Ontario Priorities Housing Initiative's new rental component, as presented.

Carried

c. Delegation of Signing Authority for Canada-Ontario Community Housing Initiative - Project Funding Agreement

Moved by Councillor Milt McIver

Seconded by Councillor Anne Eadie

That a by-law be introduced authorizing the Warden and Clerk to execute a Project Funding Agreement between Bruce County and Russell Meadows Non-Profit Accommodation for the Canada-Ontario Community Housing Initiative's repair component; and,

That a by-law be introduced authorizing the Warden and Clerk to execute a Project Funding Agreement between Bruce County and Formosa Non-Profit Senior's Accommodation for the Canada-Ontario Community Housing Initiative's repair component.

Carried

4. Information Items

The following reports were received for information:

- a. Q3 - Bruce County Community Housing Registry Waitlist Update
- b. Q3 - Income and Employment Supports Update

- c. Q3 Child Care and Fee Subsidy Report
- d. Regulatory Change Notification Related to Community Safety

5. Act on Recommendations

Moved by Councillor Luke Charbonneau
Seconded by Councillor Anne Eadie

That in accordance with the Procedure By-law, staff be authorized and directed to give effect to the actions of the Human Services Committee in respect of all resolutions passed during the November 7, 2019 meeting.

Carried

6. Next Meeting

The next meeting of the Human Services Committee will take place on December 5, 2019 in the Council Chambers, County Administration Centre, Walkerton, Ontario.

7. Adjournment

Moved by Councillor Steve Hammell
Seconded by Councillor Anne Eadie

That the meeting of the Human Services Committee adjourn at 3:05 p.m.

Carried

Councillor Robert Buckle, Chair
Human Services Committee



Museum Committee Minutes

November 7, 2019
Council Chambers
County Administration Centre, Walkerton

Present	Luke Charbonneau, Councillor Robert Buckle, Councillor Anne Eadie, Councillor Steve Hammell, Councillor	Janice Jackson, Councillor Milt McIver, Councillor Chris Peabody, Councillor
Regrets	Mitch Twolan, Warden	
Staff	Acting CAO Bettyanne Cobean Cathy McGirr, Director of Museum and Cultural Services Nicole Charles, Director of Library Services Edward Henley, Director of Corporate Services Christine MacDonald, Director of Human Services	Miguel Pelletier, Director of Transportation & Environmental Services Kara Van Myall, Director of Planning & Development Darlene Batte, Deputy Clerk Susan Petrik, Acting Director of Human Resources
Regrets	Donna Van Wyck, Clerk	

1. Call to Order

The meeting was called to order at 2:42 p.m.

2. Declaration of Pecuniary Interest

There were no declarations of pecuniary interest.

3. Action Items

a. Finance Policy

Moved by Councillor Anne Eadie
Seconded by Councillor Robert Buckle

That the revised, Finance Policy for the Bruce County Museum & Cultural Centre be approved.

Carried

b. Request for Deaccession November 2019

Moved by Councillor Anne Eadie
Seconded by Councillor Steve Hammell

That the items in the listing dated November 2019 be approved for deaccession from the Bruce County Museum & Cultural Centre's collection.

Carried

4. Information Items

The following reports were received for information:

- a. Business and Sponsorship Report - November 2019
- b. Education and Outreach Report

5. Act on Recommendations

Moved by Councillor Milt McIver
Seconded by Councillor Anne Eadie

That in accordance with the Procedure By-law, staff be authorized and directed to give effect to the actions of the Museum Committee in respect of all resolutions passed during the November 7, 2019 meeting.

Carried

6. Next Meeting

The next meeting of the Museum Committee will take place on December 5, 2019 in the Council Chambers, County Administration Centre, Walkerton, Ontario.

7. Adjournment

Moved by Councillor Robert Buckle
Seconded by Councillor Anne Eadie

That the meeting of the Museum Committee adjourn at 2:48 p.m.

Carried

Councillor Luke Charbonneau, Chair
Museum Committee



Corporate Services Committee Minutes

November 14, 2019
Council Chambers
County Administration Centre, Walkerton

Present	Mitch Twolan, Warden Robert Buckle, Councillor Luke Charbonneau, Councillor Anne Eadie, Councillor	Steve Hammell, Councillor Janice Jackson, Councillor Milt McIver, Councillor
Regrets	Chris Peabody, Councillor	
Staff	Acting CAO Bettyanne Cobean Christine MacDonald, Director of Human Services Cathy McGirr, Director of Museum & Cultural Services Miguel Pelletier, Director of Transportation & Environmental Services Kara Van Myall, Director of Planning & Economic Development	Darlene Batte, Deputy Clerk Donna Van Wyck, Clerk Susan Petrik, Acting Director of Human Resources Edward Henley, Director of Corporate Services Steve Schaus, Acting Director of Paramedic Services

1. Call to Order

The meeting was called to order at 9:31 a.m.

2. Declaration of Pecuniary Interest

There were no declarations of pecuniary interest.

3. Information Items

a. Presentation of 2020 Business Plans and Budgets

The following 2020 Business Plans and Budgets were received for consideration as part of the 2020 Budget deliberations:

3.a.1 Office of CAO

Councillor Steve Hammell joined the meeting at 9:44 am.

3.a.2 Corporate Services

Councillor Steve Hammell left the meeting at 10:07 am.

Councillor Steve Hammell joined the meeting at 10:08 am.

3.a.3 Human Resources

3.a.4 Human Services

3.a.5 Library

3.a.6 Museum

The Committee recessed for lunch at 12:05 p.m. and reconvened at 12:45 p.m.

Donna Van Wyck, Clerk withdrew from the Chambers at 12:05 p.m.

Councillor Steve Hammell left the meeting at 11:53 am.

3.a.7 Paramedic Services

Councillor Steve Hammell joined the meeting at 12:50 pm.

3.a.8 Planning and Development

3.a.9 Transportation and Environmental Services

3.a.10 Non Departmental

3.a.11 Operating Summary

3.a.12 Capital Summary

4. Act on Recommendations

Moved by Councillor Janice Jackson
Seconded by Councillor Anne Eadie

That in accordance with the Procedure By-law, staff be authorized and directed to give effect to the actions of the Corporate Services Committee in respect of all resolutions passed during the November 14, 2019 meeting.

Carried

5. Next Meeting

The next meeting of the Corporate Services Committee will take place on November 28, 2019 in the Council Chambers, County Administration Centre, Walkerton, Ontario.

6. Adjournment

Moved by Councillor Steve Hammell
Seconded by Councillor Milt Mclver

That the meeting of the Corporate Services Committee adjourn at 3:16 p.m.

Carried

Warden Mitch Twolan, Chair
Corporate Services Committee



Executive Committee Minutes

November 21, 2019
Council Chambers
County Administration Centre, Walkerton

Present	Mitch Twolan, Warden Robert Buckle, Councillor Luke Charbonneau, Councillor Anne Eadie, Councillor	Steve Hammell, Councillor Janice Jackson, Councillor Milt McIver, Councillor Chris Peabody, Councillor
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Staff	Acting CAO Bettyanne Cobean Nicole Charles, Director of Library Services Christine MacDonald, Director of Human Services	Darlene Batte, Deputy Clerk Donna Van Wyck, Clerk
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1. Call to Order

The meeting was called to order at 12:47 p.m.

2. Declaration of Pecuniary Interest

There were no declarations of pecuniary interest.

3. Action Items

a. Marking the National Day of Remembrance and Action on Violence Against Women

Moved by Councillor Milt McIver
Seconded by Councillor Robert Buckle

That Bruce County's flags be lowered to half-mast on Friday, December 6, 2019, to acknowledge the National Day of Remembrance and Action on Violence Against Women.

Carried

4. Closed Meeting

Moved by Councillor Janice Jackson
Seconded by Councillor Anne Eadie

That the Committee move into a closed meeting pursuant to Section 239(2)(b) of the Municipal Act relating to personal matters about an identifiable individual including municipal or local board employees to discuss recruitment.

Carried

5. Rise and Report

Moved by Councillor Robert Buckle
Seconded by Councillor Anne Eadie

That the Committee rise and report from the closed meeting.

Carried

The Chair reported that staff were provided direction during the closed meeting.

6. Act on Recommendations

Moved by Councillor Milt McIver
Seconded by Councillor Anne Eadie

That in accordance with the Procedure by-law, staff be authorized and directed to give effect to the actions of the Executive Committee in respect of all resolutions passed during the November 21, 2019 meeting.

Carried

7. Next Meeting

The next meeting of the Executive Committee will take place on December 5, 2019 in the Council Chambers, County Administration Centre, Walkerton, Ontario.

8. Adjournment

Moved by Councillor Luke Charbonneau

Seconded by Councillor Anne Eadie

That the meeting of the Executive Committee adjourn at 1:31 p.m.

Carried

Warden Mitch Twolan , Chair

Executive Committee



Planning and Development Committee Minutes

November 21, 2019

Council Chambers

County Administration Centre, Walkerton

Present	Mitch Twolan, Warden Anne Eadie, Councillor Robert Buckle, Councillor Luke Charbonneau, Councillor	Steve Hammell, Councillor Janice Jackson, Councillor Milt McIver, Councillor Chris Peabody, Councillor
Staff	Acting CAO Bettyanne Cobean Kara Van Myall, Director of Planning and Development Darlene Batte, Deputy Clerk Donna Van Wyck, Clerk	Mark Paoli, Land Use Planning Manager Jill Roote, Manager of Economic Development Daniel Kingsbury, Senior Planner Tessa Fortier, Planner

1. Call to Order

The meeting was called to order at 9:30 a.m.

2. Declaration of Pecuniary Interest

The Warden declared pecuniary interest in relation to 4b) KINOPA 19 Pierson Motors c/o Davidson and 5a) Bruce County Official Plan Amendment 243 - Hopper Appeal.

3. Amendment to the Agenda

Moved by Councillor Janice Jackson
Seconded by Councillor Luke Charbonneau

That the agenda be amended to permit a delegation from Don Scott, Cuesta Planning Consultants in relation to item 4d) - Request to Waive Application Fees.

Carried

4. Public Meetings

a. Bruce County Official Plan Amendment 247 - Murray

The Chair opened the Public Meeting for Bruce County Official Plan Amendment 247 and Senior Planner Daniel Kingsbury presented his report. Following the presentation, members of the public were invited to speak.

There were no members of the public wishing to speak to the application.

Moved by Councillor Luke Charbonneau
Seconded by Councillor Robert Buckle

Subject to the review of objections and submissions arising from the Public Meeting:

That Bruce County Official Plan Amendment 247 be approved; and,
That the By-Law be forwarded to County Council for adoption.

Carried

5. Delegation

a. Re: Request to Waive Application Fees

Mr. Don Scott, Cuesta Planning Consultants addressed the Committee requesting that the planning application fees be waived in relation to Tom Howell (Howell's Fish) for upcoming planning applications.

6. Action Items

a. KINOPA 18-19.26 - King's Pearl

Moved by Councillor Luke Charbonneau
Seconded by Councillor Milt Mclver

That the Kincardine Official Plan Amendment 18 be approved; and,
That the Director of Planning be authorized to sign the Decision Sheet.

Carried

b. KINOPA 19 Pierson Motors c/o Davidson

In accordance with his declaration, Warden Mitch Twolan withdrew from the Council Chambers for these discussions.

Moved by Councillor Robert Buckle

Seconded by Councillor Steve Hammell

That Kincardine Official Plan Amendment 19, be approved; and,

That the Director of Planning be authorized to sign the Decision Sheet.

Carried

c. Provincial Appeals of Severances in the Agricultural Area

The following staff recommendation was declared out of order:

"That the October motion regarding Local Planning Appeal Tribunal (LPAT) appeals be amended to the following:

That staff be directed to seek a solicitor with qualifications in land use planning appeals to come to a future Council meeting with an opinion on the best way forward with regard to current appeals and the larger policy issue with the Province around lot creation in the Agriculture designation; and,

That reaching out to the local MPP be postponed until after Council has established its legal strategy."

Moved by Warden Mitch Twolan

Seconded by Councillor Luke Charbonneau

That the following resolution approved at the October 17, 2019 Planning and Development Committee be repealed:

"That staff be directed to seek an independent Planning consultant to represent the County at the Bruce County Official Plan Amendment 242, Rubick Appeal Hearing; and,

That staff be directed to reach out to local MPP to address concerns related to the Province challenging County applications."

Carried

Moved by Warden Mitch Twolan
Seconded by Councillor Chris Peabody

That staff be directed to coordinate a delegation with the Ministry of Agriculture, Food and Rural Affairs, the Ministry of Municipal Affairs and Housing along with local MPP Lisa Thompson and MPP Bill Walker regarding the current provincial appeals; and,

That we engage the Ontario Federation of Agriculture and the Bruce County Federation of Agriculture to provide input/comments on this process.

Carried

Moved by Councillor Luke Charbonneau
Seconded by Warden Mitch Twolan

That staff be directed to engage a legal consultant to represent the County at the Official Plan Amendment # 242 Rubick Appeal Hearing.

Carried

d. Request to Waive Planning Application Fees

Moved by Warden Mitch Twolan
Seconded by Councillor Luke Charbonneau

That the request made by Tom Howell (Howell's Fish) c/o Cuesta Planning Consultants to waive planning application fees, be denied.

A recorded vote was requested by Councillor Jackson.

Name	Votes	Yes	No
Councillor Robert Buckle	1	yes	
Councillor Luke Charbonneau	3	yes	
Councillor Anne Eadie	2	yes	
Councillor Steve Hammell	1		no
Councillor Janice Jackson	3		no
Councillor Milt McIver	2	yes	

Councillor Chris Peabody	2		no
Councillor Mitch Twolan	2	yes	
Total	16	10	6

The Clerk declared the motion passed.

7. Information Items

The following reports were received for information:

- a. Bruce County Official Plan Amendment 243 - Hopper Appeal

In accordance with his declaration, Warden Mitch Twolan withdrew from the Chambers during these discussions.

Councillor Chris Peabody left the meeting at 11:01 am.

Moved by Councillor Luke Charbonneau
 Seconded by Councillor Steve Hammell

That staff be directed to request legal counsel to represent us at the Local Planning Advisory Tribunal (LPAT).

Carried

- b. Saugeen Ojibway Nation (SON) Grant Application to support Bruce County Official Plan participation
- c. Bruce Innovates: Foundational Hydrogen Infrastructure Update
 Councillor Chris Peabody joined the meeting at 11:10 am.
- d. 2019 November Communications in the Field

8. Act on Recommendations

Moved by Councillor Luke Charbonneau
 Seconded by Councillor Janice Jackson

That in accordance with the Procedure By-law, staff be authorized and directed to give effect to the actions of the Planning and Development Committee in respect of all resolutions passed during the November 21, 2019 meeting.

Carried

9. Next Meeting

The next meeting of the Planning and Development Committee will take place on December 19, 2019 in the Council Chambers, County Administration Centre, Walkerton, Ontario.

10. Adjournment

Moved by Warden Mitch Twolan
Seconded by Councillor Milt Mclver

That the meeting of the Planning and Development Committee adjourn at 11:11 a.m.

Carried

Councillor Anne Eadie, Chair

Planning and Development Committee



Transportation & Environmental Services Committee Minutes

November 21, 2019

Council Chambers

County Administration Centre, Walkerton

Present	Mitch Twolan, Warden Milt McIver, Councillor Robert Buckle, Councillor Luke Charbonneau, Councillor	Anne Eadie, Councillor Steve Hammell, Councillor Janice Jackson, Councillor Chris Peabody, Councillor
Staff	Acting CAO Bettyanne Cobean Miguel Pelletier, Director of Transportation and Environmental Services Darlene Batte, Deputy Clerk	Donna Van Wyck, Clerk Jerry Haan, Operations Manager

1. Call to Order

The meeting was called to order at 11:18 a.m.

2. Declaration of Pecuniary Interest

There were no declarations of pecuniary interest.

3. Action Items

a. 2018 County Waste Management Status Report

Moved by Councillor Luke Charbonneau

Seconded by Councillor Robert Buckle

That the 2018 County Waste Management Status Report be approved as presented.

Carried

b. Bruce Road 33 Environmental Assessment (EA)

Moved by Warden Mitch Twolan
Seconded by Councillor Anne Eadie

That, in consideration of the accepted Preferred Solution for the Bruce Road 33 Schedule B Environmental Assessment, to re-align Bruce Road 33 to intersect Bruce Road 25 at the future Bruce Street intersection, the Preferred Solution to stormwater management (SWM) be Alternative 2: to construct a SWM facility to manage runoff related only to the Bruce Road 33 re-alignment, be approved.

Carried

c. Policy for Prevention and Removal of Graffiti-T&ES Infrastructure

Moved by Councillor Anne Eadie
Seconded by Councillor Robert Buckle

That the Prevention and Removal of Graffiti- Transportation and Environmental Services Infrastructure Policy, be approved.

Carried

d. Policy for Traffic Calming Measures

Moved by Councillor Anne Eadie
Seconded by Councillor Luke Charbonneau

That the Traffic Calming Measures Policy, be approved.

Carried

4. Information Items

The following reports were received for information:

- a. 2019-2020 Winter Maintenance Book
- b. 2019 Municipal Hazardous and Special Waste Collection Program
- c. Association of Ontario Road Supervisors (AORS) Congratulatory Letter - Jerry Haan

5. Act on Recommendations

Moved by Councillor Anne Eadie
Seconded by Councillor Luke Charbonneau

That in accordance with the Procedure By-law, staff be authorized and directed to give effect to the actions of the Transportation & Environmental Services Committee in respect of all resolutions passed during the November 21, 2019 meeting.

Carried

6. Next Meeting

The next meeting of the Transportation and Environmental Services Committee will take place on December 19, 2019 in the Council Chambers, County Administration Centre, Walkerton, Ontario.

7. Adjournment

Moved by Councillor Steve Hammell
Seconded by Councillor Janice Jackson

That the meeting of the Transportation and Environmental Services Committee adjourn at 12:11 p.m.

Carried

Councillor Milt McIver, Chair

Transportation & Environmental Services Committee



Corporate Services Committee Minutes

November 28, 2019
Council Chambers
County Administration Centre, Walkerton

Present	Mitch Twolan, Warden Robert Buckle, Councillor Luke Charbonneau, Councillor Anne Eadie, Councillor	Steve Hammell, Councillor Janice Jackson, Councillor Milt McIver, Councillor Chris Peabody, Councillor
Staff	Acting CAO Bettyanne Cobean Edward Henley, Director of Corporate Services Christine MacDonald, Director of Human Services Miguel Pelletier, Director of Transportation & Environmental Services Kara Van Myall, Director of Planning - Brucelea & Economic Development Susan Petrik, Acting Director of Human Resources	Darlene Batte, Deputy Clerk Janice Mewhinney, Acting Museum Director Jill Knowlton, Acting Director of Long Term Care Tolleen Parkin, Administrator - Gateway Griffin Allen, Acting Administrator
Staff Regrets	Donna Van Wyck, Clerk Cathy McGirr, Director of Museum & Cultural Services	

1. Call to Order

The meeting was called to order at 9:36 a.m.

2. Declaration of Pecuniary Interest

There were no declarations of pecuniary interest.

3. Amendment to the Agenda

Moved by Councillor Milt McIver

Seconded by Councillor Luke Charbonneau

That the Agenda be amended to add a closed meeting pursuant to Section 239 (2) (a) of the Municipal Act, 2001 related to the security of the property of the municipality or local board.

Carried

4. Information Items

The following report was received for information:

- a. Long Term Care 2020 Business Plan and Budget

Ms. Jill Knowlton, Tolleen Parkin and Griffen Allen withdrew from the Chambers.

5. Closed Meeting

Moved by Councillor Luke Charbonneau

Seconded by Councillor Milt McIver

That the Committee move into a closed meeting pursuant to Section 239 (2) (a) of the Municipal Act, 2001 related to the security of the property of the municipality or local board.

Carried

6. Rise and Report

Moved by Councillor Luke Charbonneau

Seconded by Councillor Anne Eadie

That the Committee rise and report from the closed meeting.

Carried

The Chair reported that the Committee received some information from Information Technology Services.

7. Information Items Continued

The following reports were received for information:

- a. Consolidated Budget
- b. 2020 Revised Staff Proposed Budget

c. 2020 Budget Final Approval

The Committee provided direction to staff on the 2020 budget. A report will be prepared and brought forward to the Corporate Services Committee December 5, 2019 incorporating the Committee's direction.

8. Act on Recommendations

Moved by Councillor Milt McIver

Seconded by Councillor Robert Buckle

That in accordance with the Procedure By-law, staff be authorized and directed to give effect to the actions of the Corporate Services Committee in respect of all resolutions passed during the November 28, 2019 meeting.

Carried

9. Next Meeting

The next meeting of the Corporate Services Committee will take place on December 5, 2019 in the Council Chambers, County Administration Centre, Walkerton, Ontario.

10. Adjournment

Moved by Councillor Anne Eadie

Seconded by Councillor Chris Peabody

That the meeting of the Corporate Services Committee adjourn at 12:17 p.m.

Carried

Warden Mitch Twolan, Chair

Corporate Services Committee

**REPORT TO
THE COUNCIL OF THE COUNTY OF BRUCE
REGARDING THE INVESTIGATION OF CLOSED SESSIONS OF THE BRUCE
COUNTY MUSEUM COMMITTEE MEETINGS OF MAY 17, 2018; JULY 5,
2018; JULY 12, 2018; OCTOBER 4, 2018; AND JANUARY 3, 2019.**

Complaint

The County of Bruce (“County”) received a complaint about in-camera portions (“closed sessions”) of Museum Committee meetings held in 2018 and 2019.

The essence of the complaint is the subject matters discussed in closed session were not eligible to be discussed in the absence of the public under the exceptions cited in the resolutions authorizing the closed sessions of Committee.

The complaint was sent to the offices of Amberley Gavel Ltd. for investigation.

Jurisdiction

The County of Bruce appointed Local Authority Services (LAS) as its closed meeting Investigator pursuant to section 239.2 of the *Municipal Act, 2001*, as amended (“Municipal Act”). LAS has delegated its powers and duties to Amberley Gavel Ltd. to undertake the investigation and report to the Council of the County of Bruce.

Background

(1) The Municipal Act

Section 239 of the Municipal Act provides that all meetings of a municipal council, local board or a committee of either of them shall be open to the public. This requirement is one of the elements of transparent local government. The section sets forth exceptions to this open meeting rule. It lists the reasons for which a meeting, or a portion of a meeting, may or shall be closed to the public:

...

(2) A meeting or part of a meeting may be closed to the public if the subject matter being considered is,

- (a) the security of the property of the municipality or local board;*
- (b) personal matters about an identifiable individual, including municipal or local board employees;*
- (c) a proposed or pending acquisition or disposition of land by the municipality or local board;*
- (d) labour relations or employee negotiations;*
- (e) litigation or potential litigation, including matters before administrative tribunals, affecting the municipality or local board;*
- (f) advice that is subject to solicitor-client privilege, including communications necessary for that purpose;*
- (g) a matter in respect of which a council, board, committee or other body may hold a closed meeting under another Act;*
- (h) information explicitly supplied in confidence to the municipality or local board by Canada, a province or territory or a Crown agency of any of them;*
- (i) a trade secret or scientific, technical, commercial, financial or labour relations information, supplied in confidence to the municipality or local board, which, if disclosed, could reasonably be expected to prejudice significantly the competitive position or interfere significantly with the contractual or other negotiations of a person, group of persons, or organization;*
- (j) a trade secret or scientific, technical, commercial or financial information that belongs to the municipality or local board and has monetary value or potential monetary value; or*
- (k) 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. 2001, c. 25, s. 239 (2); 2017, c. 10, Sched. 1, s. 26*

(3) A meeting or part of a meeting shall be closed to the public if the subject matter being considered is,

- (a) a request under the Municipal Freedom of Information and Protection of Privacy Act, if the council, board, commission or other body is the head of an institution for the purposes of that Act; or*
- (b) an ongoing investigation respecting the municipality, a local board or a municipally controlled corporation by the Ombudsman appointed under the Ombudsman Act, an Ombudsman referred to in subsection 223.13 (1) of this Act, or the investigator referred to in subsection 239.2 (1). 2014, c. 13, Sched. 9, s. 22.*

(3.1) A meeting of a council or local board or of a committee of either of them may be closed to the public if the following conditions are both satisfied:

- 1. The meeting is held for the purpose of educating or training the members.*
- 2. At the meeting, no member discusses or otherwise deals with any matter in a way that materially advances the business or decision-making of the council, local board or committee.*

Section 239 also requires that before a council, local board or committee moves into a closed meeting, it shall pass a resolution at a public meeting indicating that there is to be a closed meeting. The resolution must include the general nature of the matter(s) to be deliberated at the closed meeting.

Subsections 239 (5) & (6) limit the actions that may be taken by the council, local board or committee at the closed session. Votes may only be taken at a closed meeting for procedural matters or giving direction or instructions to staff or persons retained by the municipality such as a lawyer or planner. It provides as follows:

Open meeting

(5) Subject to subsection (6), a meeting shall not be closed to the public during the taking of a vote. 2001, c. 25, s. 239 (5).

Exception

(6) Despite section 244, a meeting may be closed to the public during a vote if,

- (a) subsection (2) or (3) permits or requires the meeting to be closed to the public; and*
- (b) the vote is for a procedural matter or for giving directions or instructions to officers, employees or agents of the municipality, local board or committee of either of them or persons retained by or under a contract with the municipality or local board. 2001, c. 25, s. 239 (6).*

Section 239.1 provides that any person can ask for an investigation into whether a council, local board or committee of either of them has breached the open meeting requirements of the Municipal Act or its own procedural by-law.

Investigation

The complaint was presented in substantial detail. The senior staff member leading the matters under review before the Committee was on sick leave when the complaint was filed and is no longer in the County's employ. Documents provided by the County and reviewed included agendas, reports, minutes, the County's Procedure and Notice By-laws, and applicable legislation.

An investigation under Section 239.1 of the Municipal Act is confined to assessing whether the council, local board or committee of either complied with the open meetings provision of the Municipal Act and/or its own procedural by-law.

In addition, an investigator is bound by the rules of confidentiality as stipulated in Section 239.2(5).

Once the investigation is completed, if the investigator “is of the opinion that the meeting(s) or part of the meeting that was the subject-matter of the investigation appears to have been closed to the public contrary to Section 239 or to a procedure by-law under Section 238(2), the investigator shall report his or her opinion and the reasons for it to the municipality or local board, as the case may be, and may make such recommendations as he or she thinks fit” (section 239.2(10)).

Facts and Evidence

(1) The County’s Procedure By-law

Section 238 of the Municipal Act requires that every municipality and local board pass a procedure by-law. Section 238 reads in part as follows:

- (2) Every municipality and local board shall pass a procedure by-law for governing the calling, place and proceedings of meetings.
- (2.1) The procedure by-law shall provide for public notice of meetings.

The County of Bruce has a Procedure By-law that governs the calling, place, and proceedings of meetings, as well as public notice of meetings.

The Procedure By-law provides for closed meetings of Council and its Committees, and requires that, prior to moving in-camera, Council or Committees of Council pass a motion in public session stating:

- i. the fact of the holding of the closed meeting and the specific subsection authorizing closure;
- ii. a description of the general nature of the matter to be considered at the closed meeting.

A review of the Procedure By-law and Notice Policy determined that both comply with the Municipal Act.

The Bruce County Museum Committee is covered by the rules regarding procedures, complaints and investigations because all Committees are referenced in its Procedure By-law. Even if they were not, the Municipal Act requires adherence to the open meeting provisions and investigation procedures where fifty percent or more of the members are elected officials. In this case, elected membership appears to be one hundred percent.

(2) The Sections cited for excluding the public by resolution in the meetings subject of this investigation included:

Section 239(2)

- (a) the security of the property of the municipality or local board,
- (c) a proposed or pending acquisition or disposition of land by the municipality or local board,
- (k) a position, plan, procedure, criteria or instruction to be applied to any negotiations carried on or to be carried on by or on behalf of the municipality or local board, and

Section 239 (3.1)

1. The meeting is held for the purpose of educating or training the members.

In summary, resolutions excluding the public with respect to the meetings subject of this complaint cited the sections above:

- May 17, 2018 (c) above
- July 5, 2018 (a), (k) and indirectly (c) above
- July 12, 2018 (a), (k) and indirectly (c) above
- Oct 4, 2018 (a), (k) and indirectly (c) above
- Jan 3, 2019 (a), (k) and 3.1(1)

(3) Interpretations

Before considering whether the cited exceptions (or other exceptions available under the Municipal Act) were applicable it is important to explore what each exception means in our opinion.

- (1) (a) Security of property in our opinion has a plain meaning that deals with threats to the physical or financial aspects of the property from some outside source. For example, it might include a terrorist threat, a probable risk of diminution of value, or susceptibility to vandalism or theft. At the heart of security is protection from an outside source.
- (2) (c) Acquisition or disposition of land includes the land and structures appurtenant thereto and deals with sale, purchase, lease, rental or gifting of property involving another party. It does not include change of use by the owner.
- (3) (k) This subsection has broad applicability if negotiations are occurring or contemplated
- (4) (3.1) (1) Education in our opinion is not intended to mean simply “briefing” or “informing”. We consider that in this context it means acquisition of knowledge or skills that are transferable and or useful in other situations.

(4) The meetings:

May 17, 2018

Reviewing the staff report provided to Committee, the minutes of the Committee meeting and in the absence of any resolutions passed in Committee providing direction, or considered when the open portion of the meeting resumed, we find no evidence that the discussion involved the acquisition or disposition of land in accordance with S 239(c). The County already owned the properties discussed at this meeting

July 5, 2018

The focus of the report to the closed session and the discussion reflected in the minutes was not the security of the property, instructions regarding negotiations, or acquisition or disposition of land. It apparently dealt with the use of property owned by the county. There was no indication from the minutes of the closed session that any specific or formal direction was given to staff by committee, since there was no record of a motion considered in accordance with the Municipal Act.

However, the minutes of the open portion of the Museum Committee meeting cited the Chair as indicating that direction had been provided to staff in closed session. If it was, it appears not to have been done in accordance with the Municipal Act requirements.

July 12, 2018

A review of the July 12 closed and open minutes, and the confidential report provided to the closed session, does not indicate to us that the subject matter discussed was security of property, acquisition or disposition of property, or actual or contemplated negotiations.

The resolution that emerged in the open session following the closed session dealt with a recommendation applicable to future County budgets only regarding archival expansion.

October 4, 2018

Again, we conclude that the sections cited do not apply to what the closed meeting discussions apparently entailed.

The subject property had been acquired by the County, there were no security issues cited, and while negotiations might have ensued in future, at best the subject matter involved circumstances that might ultimately need to negotiations with a potential tenant.

January 3, 2019

Again, we saw no evidence that the security of the property was discussed, or that any negotiations were contemplated nor was there any attempt to provide members with “education” on any matter.

Even if education took place, it appears that there was discussion that would materially advance the business or decision making of Council in contravention of Section 239 (3.1) (2) as the committee rose from closed session and passed a resolution in open session to deal with “...Option 2, sale and removal of the house located at 254 High Street in Southampton through and RFP.....”.

Again, it is impossible to ascertain how or if direction was provided to staff in closed session, but it appears that it was for the motion to come forward in open session.

However, this resolution, that arises from a confidential staff recommendation delivered to the closed session, confirms that the closed session dealt with the “disposition of property” a permitted exception even if it was not cited in the resolution authorizing the closed session.

Conclusions and Recommendations

The closed sessions of the County of Bruce Museum Committee meetings of May 17, July 5, July 12, and October 4, 2018 were not closed in compliance with Section 239 and any of the permitted exceptions to its open meetings provisions.

The January 3, 2019 closed session of the Museum Committee meeting was not closed in accordance with any of the exceptions included in the resolution that authorized the closed session. It could have been closed with respect to the disposition of property provision, since it dealt with the possible sale of a structure on County property.

None of the sessions that are the subject of this report proceeded properly with respect to the provision of direction to staff in closed session. There were no records of any resolutions dealt with in closed session providing such direction, although the ensuing open minutes referred to direction having been given.

The Municipal Act only contemplates providing direction in closed session by way of resolution.

County staff should familiarize themselves, and members of Council and Committees with the proper application of the requirements of Section 239 of the Municipal Act and reaffirm their commitment to open and transparent local government as cited in their procedure bylaw.

Public Report

We thank the complainant and the County Clerk for their assistance.

This report is forwarded to the Council of the County of Bruce. The Municipal Act provides that this report be made public. It is suggested that the report be included on the

agenda of the next regular meeting of Council or at a special meeting called for the purpose of receiving this report prior to the next regular meeting.

Closed Meeting Investigator

AMBERLEY GAVEL LTD.

Per: *Nigel Bellechamber*

December 2 2019



By-law Number 2019-065

A by-law to authorize temporary borrowing of money to provide interim construction financing for the Kincardine Housing Project

Section 401(1) of the *Municipal Act, 2001*, S.O. 2001, c.25, as amended, states a municipality may incur a debt for municipal purposes, whether by borrowing money or in any other way, and may issue debentures and prescribed financial instruments and enter prescribed financial agreements for or in relation to the debt.

The Council for The Corporation of the County of Bruce (“the County”) is desirous of formalizing arrangements with the Canadian Imperial Bank of Commerce (“CIBC”) for purposes of borrowing funds as the Council deems necessary for the interim financing of the construction of the Kincardine Housing Project and such borrowings shall be in compliance with the requirements of section 401(1) of the *Municipal Act, 2001*.

The Council for The Corporation of the County of Bruce enacts By-law 2019-065 as follows:

1. The Treasurer and the Deputy Treasurer are authorized on behalf of the County to borrow from time to time by way of promissory note or bankers' acceptance from Canadian Imperial Bank of Commerce (“CIBC”) a sum or sums not exceeding in the aggregate amount of \$11,650,000 to meet expenditures of the County for the purpose of a Demand Bridge Loan (non-revolving) for the construction of the Kincardine Housing Project and to give to CIBC promissory notes or bankers' acceptances, as the case may be, sealed with the corporate seal of the County and signed by the Treasurer and Deputy Treasurer for the sums borrowed plus interest at a rate to be agreed upon from time to time with CIBC.
2. All sums borrowed pursuant to this by-law, as well as all other sums borrowed pursuant to the *Municipal Act, 2001* in this year and in previous years from CIBC for any purpose will, with interest thereon, be a charge upon the whole of the revenues of the County for the current year and for all preceding years as and when this revenue is received.
3. The Treasurer is authorized and directed to apply in payment of all sums borrowed plus interest, all of the moneys collected or received on account in respect of taxes levied for the current year or from any other source, which may lawfully be applied for this purpose.
4. The Treasurer is authorized to furnish to CIBC a statement showing the nature and amount of the estimated revenues of the County not yet collected and also showing the total of any amounts borrowed that have not been repaid.
5. This By-Law may be cited as the “CIBC Bridge Loan - Kincardine Housing Project By-law No. 2019-065”.
6. This by-law shall come into effect the 5th day of December, 2019.

Passed this 5th day of December 2019.

Warden

Donna Van Wyck
Clerk



By-law Number 2019-066

A by-law to authorize the execution of a Funding Agreement between the Corporation of the County of Bruce and Russell Meadows Non-Profit Accommodations for the Canada-Ontario Community Housing Initiative (COCHI) - Repair Component

The Council for the Corporation of the County of Bruce enacts By-law 2019-066 as follows:

1. The Warden and Clerk be authorized to execute the Funding Agreement with Russel Meadows Non-Profit Accommodations for the Canada-Ontario Community Housing Initiative (COCHI) - Repair Component, a copy of which is attached and forms part of this by-law.
2. This by-law shall come into effect on the date it is passed by Council.

Passed this 5th day of December, 2019

Warden

**Donna Van Wyck
Clerk**

FUNDING AGREEMENT
Canada-Ontario Community Housing Initiative (COCHI)

This Agreement made the 5th day of December , 2019.

BETWEEN:

THE CORPORATION OF THE COUNTY OF BRUCE
(hereinafter called the “County”)

-and-

Russel Meadows Non-Profit Accomodations
(hereinafter called the “Proponent”)

WHEREAS:

- A. Canada Mortgage and Housing Corporation (“CMHC”) and Her Majesty the Queen in Right of Ontario, as represented by the Minister of Municipal Affairs and Housing (the “Minister”), entered into a bi-lateral agreement to provide for the Canada-Ontario Community Housing initiative effective April 29, 2019;
- B. The Minister is responsible for the funding of Canada-Ontario Community Housing Initiative (“COCHI”) and The Corporation of the County of Bruce (the “County”), as Service Manager, is responsible for the delivery and administration of affordable housing programs in the County of Bruce, including COCHI; and
- C. The County and the Proponent have entered into this Agreement for the purpose of establishing the Proponent’s obligations with respect to COCHI and the County’s obligation to provide funding to the Proponent under COCHI..

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

1. INTERPRETATION

- 1.1 In this Agreement, including its Schedules, unless the context requires otherwise,
- **“Affordability Period”** means the period during which the average rent in a Project is required to be maintained at an affordable level, as determined in accordance with the Program Guidelines or as otherwise established by the County;
 - **“Affordable Rent”** in respect of a unit of rental housing means a monthly occupancy cost that is at the low end of market rent as determined by the Service Manager;
 - **“Business Day”** means each Monday, Tuesday, Wednesday, Thursday and Friday except when any such day occurs on a statutory holiday observed in Ontario;
 - **“CMHC”** means Canada Mortgage and Housing Corporation;
 - **“Conditional Letter of Commitment”** means the letter issued by the Minister confirming approval of the Project and setting out the amount, terms and conditions of Funding allocated to the Proponent;
 - **“Funding Agreement”** means an agreement to be entered into between a Successful Proponent and the County setting out the terms and conditions under which any financial assistance will be provided to the Successful Proponent under COCHI;
 - **“Date of Commitment”** means the date this Agreement is signed by both parties;

- **“Eligible Activities and Costs”** are as defined in the Program Guidelines;
- **“Force Majeure”** means a delay arising from strike, lockout, riot, insurrection, terrorism, war, fire, tempest, act of God, lack of material or supply of service at a reasonable cost, inclement weather, binding orders or regulations of governmental bodies, courts or arbitrators or any other event beyond the control of the Parties which causes a delay in the fulfillment of a Party’s obligations under this Agreement notwithstanding the reasonable efforts of such Party and provided that any such non-availability or delay does not relate to any extent to any act or omission by such Party or any of its authorized agents or employees;
- **“Funds” and “Funding”** means the amount of Federal Funds or Provincial Funds, as set out in the Program Guidelines and Municipal funds if applicable, advanced to the Proponent under this Agreement;
- **“Improvements”** means the improvements to be made on the Property, consisting of a building and other improvements to be constructed by the Proponent on the Property in accordance with the Plans and Specifications;
- **“Parties”** means the Proponent and the County and “Party” means either of them, as the context may require;
- **“PIF”** means a Project Information Form in the form and format required by the Minister and attached hereto as **Schedule “C”**;
- **“Project”** means the approved eligible repairs/work to be performed by the Proponent under COCHI on the Property;;
- **“PIPEDA”** means the *Personal Information Protection and Electronic Documents Act*, S.C. 2000, c. 5, including any amendments thereto;
- **“Plans and Specifications”** means the plans and specifications for the development of the Project that have been approved and reviewed by all appropriate governmental authorities for the issuance of all permits necessary to construct and occupy the Improvements and, if required by the County, as certified by a Quantity Surveyor;
- **“Program”** means COCHI;
- **“Program Guidelines”** means the Program Guidelines for COCHI and attached to this Agreement as **Schedule “A”**;
- **“Property”** refers to the land owned by the Proponent and legally described in **Schedule “B”**;
- **“Service Manager”** means The Corporation of the County of Bruce;
- **“Social Housing”** means those housing projects that are, as of April 1, 2019, within a program in Schedule C to the CMHC-Ontario Social Housing Agreement dated November 15, 1999 and remain within a program in such Schedule at the Date of Commitment and date of use of the Funding for the social housing Project; but “Social Housing” excludes the housing that was or is only within either of Program No.2: ‘Rent Supplement Program’ or Program No.9 ‘Rural and Native Homeownership’ of Schedule C;
- **“Social Housing Provider”** means a person or entity that operates a housing project listed in Ontario Regulation 368/11 under the *Housing Services Act, 2011*, S.O. 2011, c. 6, Sched.1, as amended;
- **“Substantial Completion”** means the substantial performance, within the meaning of the *Construction Act*, R.S.O. 1990 c.C.30, as amended, of all contracts which the Proponent has entered into for the Project under this Agreement;

- “Unit” means a self-contained residential dwelling and/or multi-bedroom units which are used for congregate living;

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

- Schedule “A” - COCHI Guidelines
- Schedule “B” - Legal Description of Property
- Schedule “C” - Project Information Form

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

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

2. FUNDING FOR AFFORDABLE HOUSING

2.1 The Proponent agrees and understands that construction of the Project shall commence within 120 days of the Date of Commitment; otherwise, Funding for the Project may be cancelled.

2.2 The Proponent agrees and understands that construction of the Project shall be completed by the end of the subsequent fiscal year of the funding year and that Funding will not be advanced after that time.

2.3 The Proponent warrants to the County that the Project is financially viable from a construction and operating costs perspective.

2.4 The Proponent acknowledges and understands that all Funding is subject to availability by the Minister, and the County shall not be obligated to fulfill any funding request under this Agreement where the Minister has advised the County that funding is not available.

2.5 The County agrees to provide to the Proponent, upon the terms and subject to the conditions set out in this Agreement, total Funding in the amount of \$2,619.00 for the Project.

2.6 The Proponent agrees that the Funding will be advanced by the County to the Proponent as follows:

- (i) Within five (5) business days of the Project start date, as determined by Section 2.7 herein, 80% of the total Funding, less any statutory holdback as required by the *Construction Act*, R.S.O. 1990 c.C.30, as amended (“*Construction Act*”); and
- (ii) Within five (5) business days of the date the Project is completed, as determined by Section 2.7 herein, 20% of the Funding, less any statutory holdback as required by the *Construction Act*.

2.7 The Project start date and Project completion date described in section 2.6 above shall be determined at the sole discretion of the County, taking into consideration, and without limitation, any or all of the following factors: physical manifestation of work performed on the Project, issuance of building permits, issuance of building department inspection reports, and site inspections.

2.8 The County shall disburse the amount so withheld pursuant to the *Construction Act* following its receipt of satisfactory evidence that such construction is substantially complete within the meaning of the *Construction Act* and provided that said *Construction Act* is complied with.

2.9 The Proponent shall use the Funding solely for the purpose of its Project.

- 2.10 The County shall disburse advances of the Funding to the Proponent in accordance with section 2.6 herein so long as prior written notice is provided by the Proponent to the County requesting funding and provided that the terms and conditions of this Agreement have been satisfied.

3. SPECIAL CONDITIONS

- 3.1 The Proponent agrees that construction and/or development of the Project will not affect the number of RGI units in existence at the subject property immediately prior to Funding being received, and that said number of RGI units shall be maintained over the Affordability Period.
- 3.2 The Proponent warrants that Funding will not be used for the following expenditures:
- a) ongoing or routine maintenance and repairs;
 - b) repair projects already included in annual capital plans; or
 - c) new social housing units outside the Proponent's social housing portfolio.
- 3.3 The Proponent shall promptly discharge or cause the discharge of any registered construction liens so as to ensure that there are no construction liens registered against title to the lands of the Project on the dates for the disbursement of the Funding.
- 3.4 The Proponent acknowledges and agrees that the Minister and County may conduct site inspections of the Project at its sole discretion.
- 3.5 The Proponent agrees that at no time shall the County be liable to suppliers, contractors, sub-contractors, craftsmen, labourers or others for goods and services supplied by them in or upon the property subject of the Project, or employed in the construction of the Project, or for any debts or claims accruing to any of the parties against the Proponent. The Proponent expressly agrees that there is no contractual relationship between the County and any supplier, contractor, subcontractor, craftsman, labourer or person supplying work or supplies to the Project. The Proponent is not, and shall not be, the agent of the County for any purpose.

4. OPERATION OF AFFORDABLE HOUSING

- 4.1 The Proponent agrees to undertake its Project in accordance with the provisions relating to the development of the Project contained in the Program Guidelines and in conformity with its proposal submitted to the County; specifically, the Proponent warrants that all Units shall remain affordable for a minimum period of ten (10) years calculated from the Date of Completion of the Project. This ten (10) year period includes a five (5) year term during which the Proponent will operate the Project as social housing under the *Housing Services Act, 2011*, as amended.
- 4.2 At no time during the ten (10) year period set out in paragraph 4.1 above shall a Unit funded through the Project have a rent that is greater than the Affordable Rent for the geographic area in which it is located.
- 4.3 This Project will adhere to the Project Information Form (PIF), attached hereto as **Schedule 'C'**.
- 4.4 The Proponent acknowledges and understands that Funding is based on the PIF, and the Proponent further acknowledges and understands that the Minister has absolute discretion to determine whether a PIF complies with COCHI Program Guidelines.
- 4.5 The Funding shall be fully forgiven on the last day at the end of the 10 year period set out in paragraph 4.1 provided that the Proponent has fulfilled all the requirements of the Program as set out in this Agreement, and to the satisfaction of the County.

5. CONDITIONS

- 5.1 The provision of funding by the County, pursuant to Section 2, is subject to the following conditions precedent, each of which is for the exclusive benefit of the County, and may be waived in full or in part by the County on written notice to the Proponent:
- a) the Proponent is the registered owner in fee simple of the lands described in **Schedule “B”**;
 - b) there shall be no Claim for Lien pursuant to the *Construction Act* registered against the Property;
 - c) there being in existence no unregistered lien or statutory claim having priority against the Project;
 - d) the Proponent being in good standing under all of the Permitted Encumbrances; and
 - e) there being no work orders issued against the Project by any governmental entity, agency or official.
- 5.2 If any of the conditions contained in Section 5.1 have not been fulfilled on the date for the disbursement of the Funds by the County pursuant to Section 2 and are not expressly waived by the County in writing, the County shall be under no obligation to make any advance of the Funds to the Proponent and the County shall thereupon have the right to terminate this Agreement and, in that event, neither party to this Agreement shall have any rights or obligations hereunder, save and except that the County may, notwithstanding such termination, bring an action against the Proponent for all losses, costs and expenses, including, without limitation, reasonable legal fees incurred by the County in connection with this Agreement where the non-performance or non-fulfillment of a condition is a result of a breach of a covenant by the Proponent

6. TERMS OF THE FUNDING

- 6.1 The Proponent acknowledges that the County has a quarterly reporting requirement and an annual reporting requirement to the Minister to ensure compliance with the Program, and the Proponent agrees that it will provide the County with information and documents the County deems relevant, in its sole discretion, for the purposes of these reports to the Minister during the term of the Funding.

7. ACCOUNTABILITY FRAMEWORK

- 7.1 (a) In the event:
- i) the County is advised that the Project will not proceed; or
 - ii) the County determines, acting reasonably, that the Proponent is not proceeding with the Project due to delays likely to cause depreciation or deterioration of any construction of the Project, the Proponent shall return all Funds advanced to the County, forthwith upon demand; or
 - iii) the County is of the opinion that the Proponent is not proceeding in an expeditious manner with the Project for which Funding has been provided; or
 - iv) the Proponent is not complying with the requirements as set out in this Agreement, inclusive of all Schedules, during the term of the Agreement;
 - v) an Event of Default has occurred;

the Proponent will be in default and shall return all Funding advanced to it to the County, forthwith upon demand, including interest from the date of default until paid in full along with any applicable costs and expenses. The interest rate shall be the Bank of Canada Prime Rate plus 2% in effect at the time of the funding

default, and interest will be calculated monthly on the outstanding principal balance.

- (b) The Proponent shall submit to the County, an audited statement with respect to the expenditure of Funding provided to it, within ninety (90) days following the date on which the County is advised that the Project has been fully completed, or the Project will not proceed in the opinion of the Proponent or the County.

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

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

7.4 The Proponent agrees that it shall maintain and make available to the County all records and documentation pertaining to the Project during the 10 year term of the Funding or the date of any early termination of this Agreement, and in either case, for a further seven (7) years thereafter.

8. COMMUNICATIONS PROTOCOL

8.1 The Proponent acknowledges that it has been informed by the County, that under the terms of the CMHC – Ontario Agreement for COCHI all affordable County Housing, including written materials and signs, respecting the Project must recognize the contributions of CMHC, the Minister and the County. The Proponent further acknowledges that it has been informed by the County that the CMHC – Ontario Agreement for Investment in Affordable Housing 2011-2014 requires the Minister to coordinate with CMHC and/or obtain CMHC's approval with respect to communications, signage, and advertising matters. The Proponent agrees that it shall not do or omit to do any act, which will cause the County to be in breach of the terms of the CMHC – Ontario Agreement for COCHI.

8.2 The Proponent shall co-operate in organizing press conferences, announcements, and official ceremonies to be held at an appropriate location and time respecting the Project, insofar as it relates to the Program, or respecting its participation in the Program or respecting the Program in any other respect without the prior written consent of the County.

8.3 CMHC, Ontario and the County may provide and install, where appropriate, a plaque or permanent sign bearing an appropriate inscription. The design, wording and specifications of such permanent signs shall be provided by the County.

8.4 The Proponent acknowledges that any breach by it of Sections 8.2 or 8.3 of this Agreement shall cause the County to be in breach of the CMHC – Ontario Agreement for Investments in Affordable Housing 2011-2014.

9. REMEDIES

9.1 Upon the occurrence of any one or more of the following events (each an "Event of Default"):

- a) the failure of the Proponent to perform, observe or comply with any other term, covenant, condition or provision of this Agreement within ten (10) days of receipt of written notice of the "failure" from the County;
- b) any representation or warranty made by the Proponent in this Agreement proves to have been untrue or misleading in any material respect as of the date on which it was made;

- c) any person commences an action, suit or proceeding materially affecting the Project or files a lien against the Property, or any person commences an action, suit or proceeding contesting or questioning the validity or enforceability of this Agreement, unless the Proponent diligently contests such action, suit or proceeding and discharges any such lien forthwith without the requirement of notice by the County and post such bonds, cash or letters of credit or gives such other security in order to obtain such discharges in amounts and on terms satisfactory to the County acting reasonably;
- d) the Proponent ceases to carry on business;
- e) the Proponent:
 - i) becomes insolvent or unable to pay its debts as they become due; or
 - ii) files a petition in bankruptcy or voluntary petition seeking reorganization or effect a plan or other arrangement with creditors; or
 - iii) makes an assignment for the benefit of creditors under the *Bankruptcy Act* (Canada) or any other insolvent debtors' legislation; or
 - iv) applies for or consents to the appointment of any receiver or trustee for it or of all or any substantial part of its property and assets; or
 - v) voluntarily liquidates or winds-up or suffers itself to be liquidated or wound-up;
- f) any of:
 - vi) an involuntary petition seeking the adjudication of the Proponent as bankrupt or insolvent not removed within 30 days; or
 - vii) an order of any court or other authority appointing any receiver or trustee for the Proponent or for all or any substantial portion of its property and assets; or
 - viii) a writ of execution, judgment or writ of attachment or any similar process which may, in the reasonable opinion of the County, materially impair the ability of the Proponent to perform its obligations under this Agreement or in respect of its property and assets, and such petition, order, writ or judgment is not vacated or stayed within 15 days after its date;
- g) the occurrence of a material adverse change in the financial condition of the Proponent which would, in the reasonable opinion of the County, detrimentally affect the ability of the Proponent to meet its obligations to the County;

the County may cancel or suspend further instalments of the Funding for such period as the County deems appropriate in its sole discretion or demand payment of the Funding in full as per Section 7.1.

- 9.2 Costs and Expenses of Collection. In the event of a default under this Agreement, all reasonable costs and expenses of collection (including but not limited to, legal fees, disbursements and court costs) of all amounts owing hereunder shall be payable by the Proponent to the County.
- 9.3 If the Proponent fails to satisfy any demand for payment of the Funding within ten (10) Business days of written demand by the County, the Proponent authorizes the County to commence enforcement proceedings as against it, and consents to a Default Judgment being issued by the court in favour of the County, and said Default Judgment shall include the total amount of the Funding advanced to the Proponent by the County pursuant to this Agreement, along with HST, interest, costs and expenses.

- 9.4 All of the remedies in this Agreement are cumulative and are not alternative and the County shall not be precluded from availing itself simultaneously of some or all of the said remedies and any other remedies available in equity or at law.
- 9.5 Notwithstanding any of the terms of this Agreement, the County shall have the option of waiving any or all of its remedies under this Agreement, but no waiver of a provision shall be deemed to constitute a waiver of any other provision (whether or not similar) nor shall any waiver constitute a continuing waiver unless otherwise provided.

10. REPRESENTATION AND WARRANTIES

The Proponent represents and warrants to the County that:

- 10.1 The Proponent is duly incorporated, organized and validly existing under the laws of the Province of Ontario and has full corporate power and authority to own all its property and to carry on its business as now conducted and as contemplated under this Agreement and all other agreements contemplated thereunder, and is duly qualified and in good standing in each jurisdiction in which the character of the property owned or leased or the nature of the business carried on by it makes such qualification necessary or desirable.
- 10.2 The Proponent has full corporate power, legal right and authority to enter into this Agreement and to do all acts and things as are required or contemplated hereunder to be done, observed or performed by it.
- 10.3 Neither the execution and delivery of this Agreement, the consummation of the transactions herein contemplated, nor the compliance with the terms, conditions and provisions hereof will conflict with, , or result in a breach of, any of the terms, conditions or provisions of the constating documents of the Proponent, or of any agreement or instrument to which it is now a party, or constitute a default thereunder, or result in the creation or imposition of any mortgage, lien, charge or encumbrance of any nature whatsoever upon any of the properties or assets of the Proponent (whether such properties or assets are owned legally or beneficially) pursuant to the terms of any agreement or instrument to which it is a party.
- 10.4 There is not now pending against the Proponent any litigation, action, suit or other proceeding of a material nature by or before any court, tribunal or other governmental agency or authority or any other such pending or threatened action, suit or other proceeding against the Proponent or against or affecting any of the properties or assets of the Proponent (whether such property or assets are owned legally or beneficially) such that if the same were adversely determined, it could be reasonably expected to materially and adversely affect the business operations, properties or assets, or the condition, financial or otherwise, of the Proponent.
- 10.5 Except as previously disclosed in writing to the County, the Proponent is not a party to any agreement or instrument or subject to any restriction or any judgment, order, writ, injunction, decree, rule or regulation which materially and adversely affects the business, operations, prospects, properties or assets, or condition, financial or otherwise, of the Proponent.
- 10.6 None of the information, financial or otherwise, provided by the Proponent to the County to induce the County to give the Funding and to enter into this Agreement contains any untrue statement of a material fact or omits to state a material fact necessary in order to make any statement contained therein not misleading in light of the circumstances in which it was made.

11. COVENANTS OF THE PROPONENT

- 11.1 The Proponent covenants and agrees with the County that, it shall:

- a) take all such actions and do all such things required to develop and continuously carry out the Project in a good and workmanlike manner and in accordance with all applicable codes and standards, including those applicable to employment health and safety, and to complete such construction of the Project within the timeframe afforded in this Agreement;
- b) do or cause to be done all acts and things necessary to preserve in full force and effect the existence of the Proponent and all licences and permits required for the carrying on of the operations of the Proponent at and from the Property and to preserve and protect all of the properties, real and personally owned and used by the Proponent in connection with the Project and to cause the same to be properly maintained and to be kept in good state of repair;
- c) pay and discharge or cause to be paid and discharged all taxes and other levies of the Province of Ontario, the County, or of any other entity having jurisdiction to impose such taxes or levies, when the same become due and payable, except such taxes as are being contested in good faith by appropriate proceedings. and provided that, in such case the Proponent shall have provided the County with appropriate security; and
- d) deliver to the County the statements and reports as required by this Agreement.

11.2 The Proponent covenants and agrees with the County that, so long as any obligation is outstanding by the Proponent to the County hereunder the Proponent will not, without the prior written consent of the County, which consent may not be unreasonably withheld:

- a) become a party, without the prior written consent of the County, to any transaction whereby the Project would become the property of any other person, whether by way of reorganization, amalgamation, merger, transfer, sale, lease, sale and leaseback, or otherwise;
- b) permit any change in the ownership of the Lands identified in **Schedule "B"** without prior written consent of the County;
- c) permit any change in the ownership of the Proponent without prior written consent of the County;
- d) make any material change in the Project which pertains to the number or type of residential dwelling units of the Project without the prior written approval of the County; or
- e) change its fiscal year end or change the basis upon which the financial records of the Proponent are maintained, without the prior written consent of the County.

12. INDEMNIFICATION

12.1 The Proponent shall indemnify and save harmless the County from all claims, costs, all matter of actions, cause and causes of action, duties, dues, accounts, covenants, demands or other proceeding of every kind or nature whatsoever at law or in equity arising out of this Agreement and out of the operation of the units including claims arising out of negligence of the Proponent and specifically, all claims arising out of the intentional or criminal acts of any officers or directors, employees, agents, volunteers or independent contractors of the Proponent. Such indemnification shall survive the termination of this Agreement for claims arising from or out of incidents occurring the term of this Agreement.

13. NOTICE

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

- (a) delivered personally;
- (b) sent by prepaid courier service; or
- (c) sent by facsimile communication, and confirmed by mailing the original documents so sent by prepaid mail on the same or following day, addressed as follows:
 - (i) in the case of notice to the County:

The Corporation of the County of Bruce – Housing Division
 Box 1450
 Kincardine, ON
 N2Z 2Z4

Fax: (519) 396-3499

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

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

14. GENERAL

- 14.1 Any power, right or function of the County, contemplated by this Agreement, may be exercised by any employee or agent of the County who is hereby specifically authorized in this regard.
- 14.2 It is understood that the *Municipal Freedom of information and Protection of Privacy Act (MFIPPA)* shall apply to all records submitted to or created by the County pursuant to this Agreement.
- 14.3 The Proponent represents and warrants that it shall ensure compliance with PIPEDA.
- 14.4 The disbursement of the Funding as set out in Section 2 is subject to the necessary appropriations from the Minister. The County shall have no liability in the event the respective appropriations are insufficient to meet the funding obligations of the Proponent.
- 14.5 Nothing in this Agreement is to be construed as authorizing one party to contract for or incur any obligation on behalf of the other or to act as agent for the other and nothing in

this Agreement shall be construed to constitute the County and the Proponent as partners of each other.

14.6 The Proponent acknowledges that the CMHC and the Minister are not parties to this Agreement or any other agreement related to the Project.

14.7 No member of:

- a) the House of Commons or Senate of Canada;
- b) the Legislative Assembly of Ontario; or
- c) the Municipal Council constituting the County or the Municipal Council of any local municipality of the County or the governing body of any Municipal agency, Board or Commission, or any such municipalities;

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

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

14.9 Any tender of documents or money hereunder may be made by the County or the Proponent or their respective solicitors, and it shall be sufficient that a bank draft or certified cheque may be tendered instead of cash.

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

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

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

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

14.14 (a) The Proponent shall not transfer or convey its interest in all or any part of the Project without, subject to subsection 14.14(b), simultaneously assigning its interest in this Agreement to the transferee, which transferee shall enter into one or more agreements with the County, in a form satisfactory to the County, to assume all of the Proponent's obligations under this Agreement.

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

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

- 14.15 Each of the Parties shall, at any time and from time to time, upon not less than twenty (20) Business Days prior written notice by the other Party, execute and deliver to the other Party a statement in writing certifying that this Agreement is in good standing, unmodified and in full force and effect, as modified, and stating the modifications. Where applicable, the statement shall state the defaults, if any, known to the Party to whom such request has been made and the action taken or proposed to be taken by such requested Party with respect to same.
- 14.16 If more than one entity is a party to this Agreement as Proponent, all references to the Proponent shall include all of the said entities and this Agreement shall be binding on each jointly and severally.
- 14.17 This Agreement shall enure to the benefit of and be binding upon the Parties hereto and their respective successors and assigns, provided that this paragraph shall in no way derogate from the provisions of Section 14.14 restricting the Proponent's ability to assign this Agreement.

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

THE CORPORATION OF THE COUNTY OF BRUCE

Name:
Title: Warden

Name: Donna Van Wyck
Title: Clerk

We have authority to bind the Corporation

PROPONENT:

Per: _____
Name:
Title:

Per: _____
Name:
Title:

I/We have the authority to bind the Corporation.



By-law Number 2019-067

A by-law to authorize the execution of a Funding Agreement between the Corporation of the County of Bruce and Formosa Senior's Non-Profit Housing Corporation for the Canada-Ontario Community Housing Initiative (COCHI) - Repair Component

The Council for the Corporation of the County of Bruce enacts By-law 2019-067 as follows:

- 1. The Warden and Clerk be authorized to execute the Funding Agreement with Formosa Senior's Non-Profit Housing Corporation for the Canada-Ontario Community Housing Initiative (COCHI) - Repair Component, a copy of which is attached and forms part of this by-law.**
- 2. This by-law shall come into effect on the date it is passed by Council.**

Passed this 5th day of December, 2019

Warden

**Donna Van Wyck
Clerk**

FUNDING AGREEMENT
Canada-Ontario Community Housing Initiative (COCHI)

This Agreement made the 5th day of December , 2019.

BETWEEN:

THE CORPORATION OF THE COUNTY OF BRUCE
(hereinafter called the “County”)

-and-

Formosa Seniors Non-Profit Housing Corporation
(hereinafter called the “Proponent”)

WHEREAS:

- A. Canada Mortgage and Housing Corporation (“CMHC”) and Her Majesty the Queen in Right of Ontario, as represented by the Minister of Municipal Affairs and Housing (the “Minister”), entered into a bi-lateral agreement to provide for the Canada-Ontario Community Housing initiative effective April 29, 2019;
- B. The Minister is responsible for the funding of Canada-Ontario Community Housing Initiative (“COCHI”) and The Corporation of the County of Bruce (the “County”), as Service Manager, is responsible for the delivery and administration of affordable housing programs in the County of Bruce, including COCHI; and
- C. The County and the Proponent have entered into this Agreement for the purpose of establishing the Proponent’s obligations with respect to COCHI and the County’s obligation to provide funding to the Proponent under COCHI..

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

1. INTERPRETATION

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

- **“Affordability Period”** means the period during which the average rent in a Project is required to be maintained at an affordable level, as determined in accordance with the Program Guidelines or as otherwise established by the County;
- **“Affordable Rent”** in respect of a unit of rental housing means a monthly occupancy cost that is at the low end of market rent as determined by the Service Manager;
- **“Business Day”** means each Monday, Tuesday, Wednesday, Thursday and Friday except when any such day occurs on a statutory holiday observed in Ontario;
- **“CMHC”** means Canada Mortgage and Housing Corporation;
- **“Conditional Letter of Commitment”** means the letter issued by the Minister confirming approval of the Project and setting out the amount, terms and conditions of Funding allocated to the Proponent;
- **“Funding Agreement”** means an agreement to be entered into between a Successful Proponent and the County setting out the terms and conditions under which any financial assistance will be provided to the Successful Proponent under COCHI;
- **“Date of Commitment”** means the date this Agreement is signed by both parties;

- **“Eligible Activities and Costs”** are as defined in the Program Guidelines;
- **“Force Majeure”** means a delay arising from strike, lockout, riot, insurrection, terrorism, war, fire, tempest, act of God, lack of material or supply of service at a reasonable cost, inclement weather, binding orders or regulations of governmental bodies, courts or arbitrators or any other event beyond the control of the Parties which causes a delay in the fulfillment of a Party’s obligations under this Agreement notwithstanding the reasonable efforts of such Party and provided that any such non-availability or delay does not relate to any extent to any act or omission by such Party or any of its authorized agents or employees;
- **“Funds” and “Funding”** means the amount of Federal Funds or Provincial Funds, as set out in the Program Guidelines and Municipal funds if applicable, advanced to the Proponent under this Agreement;
- **“Improvements”** means the improvements to be made on the Property, consisting of a building and other improvements to be constructed by the Proponent on the Property in accordance with the Plans and Specifications;
- **“Parties”** means the Proponent and the County and “Party” means either of them, as the context may require;
- **“PIF”** means a Project Information Form in the form and format required by the Minister and attached hereto as **Schedule “C”**;
- **“Project”** means the approved eligible repairs/work to be performed by the Proponent under COCHI on the Property;;
- **“PIPEDA”** means the *Personal Information Protection and Electronic Documents Act*, S.C. 2000, c. 5, including any amendments thereto;
- **“Plans and Specifications”** means the plans and specifications for the development of the Project that have been approved and reviewed by all appropriate governmental authorities for the issuance of all permits necessary to construct and occupy the Improvements and, if required by the County, as certified by a Quantity Surveyor;
- **“Program”** means COCHI;
- **“Program Guidelines”** means the Program Guidelines for COCHI and attached to this Agreement as **Schedule “A”**;
- **“Property”** refers to the land owned by the Proponent and legally described in **Schedule “B”**;
- **“Service Manager”** means The Corporation of the County of Bruce;
- **“Social Housing”** means those housing projects that are, as of April 1, 2019, within a program in Schedule C to the CMHC-Ontario Social Housing Agreement dated November 15, 1999 and remain within a program in such Schedule at the Date of Commitment and date of use of the Funding for the social housing Project; but “Social Housing” excludes the housing that was or is only within either of Program No.2: ‘Rent Supplement Program’ or Program No.9 ‘Rural and Native Homeownership’ of Schedule C;
- **“Social Housing Provider”** means a person or entity that operates a housing project listed in Ontario Regulation 368/11 under the *Housing Services Act, 2011*, S.O. 2011, c. 6, Sched.1, as amended;
- **“Substantial Completion”** means the substantial performance, within the meaning of the *Construction Act*, R.S.O. 1990 c.C.30, as amended, of all contracts which the Proponent has entered into for the Project under this Agreement;

- “Unit” means a self-contained residential dwelling and/or multi-bedroom units which are used for congregate living;

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

- Schedule “A” - COCHI Guidelines
 Schedule “B” - Legal Description of Property
 Schedule “C” - Project Information Form

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

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

2. FUNDING FOR AFFORDABLE HOUSING

2.1 The Proponent agrees and understands that construction of the Project shall commence within 120 days of the Date of Commitment; otherwise, Funding for the Project may be cancelled.

2.2 The Proponent agrees and understands that construction of the Project shall be completed by the end of the subsequent fiscal year of the funding year and that Funding will not be advanced after that time.

2.3 The Proponent warrants to the County that the Project is financially viable from a construction and operating costs perspective.

2.4 The Proponent acknowledges and understands that all Funding is subject to availability by the Minister, and the County shall not be obligated to fulfill any funding request under this Agreement where the Minister has advised the County that funding is not available.

2.5 The County agrees to provide to the Proponent, upon the terms and subject to the conditions set out in this Agreement, total Funding in the amount of \$1,795 for the Project.

2.6 The Proponent agrees that the Funding will be advanced by the County to the Proponent as follows:

- Within five (5) business days of the Project start date, as determined by Section 2.7 herein, 80% of the total Funding, less any statutory holdback as required by the *Construction Act*, R.S.O. 1990 c.C.30, as amended (“*Construction Act*”); and
- Within five (5) business days of the date the Project is completed, as determined by Section 2.7 herein, 20% of the Funding, less any statutory holdback as required by the *Construction Act*.

2.7 The Project start date and Project completion date described in section 2.6 above shall be determined at the sole discretion of the County, taking into consideration, and without limitation, any or all of the following factors: physical manifestation of work performed on the Project, issuance of building permits, issuance of building department inspection reports, and site inspections.

2.8 The County shall disburse the amount so withheld pursuant to the *Construction Act* following its receipt of satisfactory evidence that such construction is substantially complete within the meaning of the *Construction Act* and provided that said *Construction Act* is complied with.

2.9 The Proponent shall use the Funding solely for the purpose of its Project.

- 2.10 The County shall disburse advances of the Funding to the Proponent in accordance with section 2.6 herein so long as prior written notice is provided by the Proponent to the County requesting funding and provided that the terms and conditions of this Agreement have been satisfied.

3. SPECIAL CONDITIONS

- 3.1 The Proponent agrees that construction and/or development of the Project will not affect the number of RGI units in existence at the subject property immediately prior to Funding being received, and that said number of RGI units shall be maintained over the Affordability Period.
- 3.2 The Proponent warrants that Funding will not be used for the following expenditures:
- a) ongoing or routine maintenance and repairs;
 - b) repair projects already included in annual capital plans; or
 - c) new social housing units outside the Proponent's social housing portfolio.
- 3.3 The Proponent shall promptly discharge or cause the discharge of any registered construction liens so as to ensure that there are no construction liens registered against title to the lands of the Project on the dates for the disbursement of the Funding.
- 3.4 The Proponent acknowledges and agrees that the Minister and County may conduct site inspections of the Project at its sole discretion.
- 3.5 The Proponent agrees that at no time shall the County be liable to suppliers, contractors, sub-contractors, craftsmen, labourers or others for goods and services supplied by them in or upon the property subject of the Project, or employed in the construction of the Project, or for any debts or claims accruing to any of the parties against the Proponent. The Proponent expressly agrees that there is no contractual relationship between the County and any supplier, contractor, subcontractor, craftsman, labourer or person supplying work or supplies to the Project. The Proponent is not, and shall not be, the agent of the County for any purpose.

4. OPERATION OF AFFORDABLE HOUSING

- 4.1 The Proponent agrees to undertake its Project in accordance with the provisions relating to the development of the Project contained in the Program Guidelines and in conformity with its proposal submitted to the County; specifically, the Proponent warrants that all Units shall remain affordable for a minimum period of ten (10) years calculated from the Date of Completion of the Project. This ten (10) year period includes a five (5) year term during which the Proponent will operate the Project as social housing under the *Housing Services Act, 2011*, as amended.
- 4.2 At no time during the ten (10) year period set out in paragraph 4.1 above shall a Unit funded through the Project have a rent that is greater than the Affordable Rent for the geographic area in which it is located.
- 4.3 This Project will adhere to the Project Information Form (PIF), attached hereto as **Schedule 'C'**.
- 4.4 The Proponent acknowledges and understands that Funding is based on the PIF, and the Proponent further acknowledges and understands that the Minister has absolute discretion to determine whether a PIF complies with COCHI Program Guidelines.
- 4.5 The Funding shall be fully forgiven on the last day at the end of the 10 year period set out in paragraph 4.1 provided that the Proponent has fulfilled all the requirements of the Program as set out in this Agreement, and to the satisfaction of the County.

5. CONDITIONS

- 5.1 The provision of funding by the County, pursuant to Section 2, is subject to the following conditions precedent, each of which is for the exclusive benefit of the County, and may be waived in full or in part by the County on written notice to the Proponent:
- a) the Proponent is the registered owner in fee simple of the lands described in **Schedule “B”**;
 - b) there shall be no Claim for Lien pursuant to the *Construction Act* registered against the Property;
 - c) there being in existence no unregistered lien or statutory claim having priority against the Project;
 - d) the Proponent being in good standing under all of the Permitted Encumbrances; and
 - e) there being no work orders issued against the Project by any governmental entity, agency or official.
- 5.2 If any of the conditions contained in Section 5.1 have not been fulfilled on the date for the disbursement of the Funds by the County pursuant to Section 2 and are not expressly waived by the County in writing, the County shall be under no obligation to make any advance of the Funds to the Proponent and the County shall thereupon have the right to terminate this Agreement and, in that event, neither party to this Agreement shall have any rights or obligations hereunder, save and except that the County may, notwithstanding such termination, bring an action against the Proponent for all losses, costs and expenses, including, without limitation, reasonable legal fees incurred by the County in connection with this Agreement where the non-performance or non-fulfillment of a condition is a result of a breach of a covenant by the Proponent

6. TERMS OF THE FUNDING

- 6.1 The Proponent acknowledges that the County has a quarterly reporting requirement and an annual reporting requirement to the Minister to ensure compliance with the Program, and the Proponent agrees that it will provide the County with information and documents the County deems relevant, in its sole discretion, for the purposes of these reports to the Minister during the term of the Funding.

7. ACCOUNTABILITY FRAMEWORK

- 7.1 (a) In the event:
- i) the County is advised that the Project will not proceed; or
 - ii) the County determines, acting reasonably, that the Proponent is not proceeding with the Project due to delays likely to cause depreciation or deterioration of any construction of the Project, the Proponent shall return all Funds advanced to the County, forthwith upon demand; or
 - iii) the County is of the opinion that the Proponent is not proceeding in an expeditious manner with the Project for which Funding has been provided; or
 - iv) the Proponent is not complying with the requirements as set out in this Agreement, inclusive of all Schedules, during the term of the Agreement;
 - v) an Event of Default has occurred;

the Proponent will be in default and shall return all Funding advanced to it to the County, forthwith upon demand, including interest from the date of default until paid in full along with any applicable costs and expenses. The interest rate shall be the Bank of Canada Prime Rate plus 2% in effect at the time of the funding

default, and interest will be calculated monthly on the outstanding principal balance.

- (b) The Proponent shall submit to the County, an audited statement with respect to the expenditure of Funding provided to it, within ninety (90) days following the date on which the County is advised that the Project has been fully completed, or the Project will not proceed in the opinion of the Proponent or the County.

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

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

7.4 The Proponent agrees that it shall maintain and make available to the County all records and documentation pertaining to the Project during the 10 year term of the Funding or the date of any early termination of this Agreement, and in either case, for a further seven (7) years thereafter.

8. COMMUNICATIONS PROTOCOL

8.1 The Proponent acknowledges that it has been informed by the County, that under the terms of the CMHC – Ontario Agreement for COCHI all affordable County Housing, including written materials and signs, respecting the Project must recognize the contributions of CMHC, the Minister and the County. The Proponent further acknowledges that it has been informed by the County that the CMHC – Ontario Agreement for Investment in Affordable Housing 2011-2014 requires the Minister to coordinate with CMHC and/or obtain CMHC's approval with respect to communications, signage, and advertising matters. The Proponent agrees that it shall not do or omit to do any act, which will cause the County to be in breach of the terms of the CMHC – Ontario Agreement for COCHI.

8.2 The Proponent shall co-operate in organizing press conferences, announcements, and official ceremonies to be held at an appropriate location and time respecting the Project, insofar as it relates to the Program, or respecting its participation in the Program or respecting the Program in any other respect without the prior written consent of the County.

8.3 CMHC, Ontario and the County may provide and install, where appropriate, a plaque or permanent sign bearing an appropriate inscription. The design, wording and specifications of such permanent signs shall be provided by the County.

8.4 The Proponent acknowledges that any breach by it of Sections 8.2 or 8.3 of this Agreement shall cause the County to be in breach of the CMHC – Ontario Agreement for Investments in Affordable Housing 2011-2014.

9. REMEDIES

9.1 Upon the occurrence of any one or more of the following events (each an "Event of Default"):

- a) the failure of the Proponent to perform, observe or comply with any other term, covenant, condition or provision of this Agreement within ten (10) days of receipt of written notice of the "failure" from the County;
- b) any representation or warranty made by the Proponent in this Agreement proves to have been untrue or misleading in any material respect as of the date on which it was made;

- c) any person commences an action, suit or proceeding materially affecting the Project or files a lien against the Property, or any person commences an action, suit or proceeding contesting or questioning the validity or enforceability of this Agreement, unless the Proponent diligently contests such action, suit or proceeding and discharges any such lien forthwith without the requirement of notice by the County and post such bonds, cash or letters of credit or gives such other security in order to obtain such discharges in amounts and on terms satisfactory to the County acting reasonably;
- d) the Proponent ceases to carry on business;
- e) the Proponent:
 - i) becomes insolvent or unable to pay its debts as they become due; or
 - ii) files a petition in bankruptcy or voluntary petition seeking reorganization or effect a plan or other arrangement with creditors; or
 - iii) makes an assignment for the benefit of creditors under the *Bankruptcy Act* (Canada) or any other insolvent debtors' legislation; or
 - iv) applies for or consents to the appointment of any receiver or trustee for it or of all or any substantial part of its property and assets; or
 - v) voluntarily liquidates or winds-up or suffers itself to be liquidated or wound-up;
- f) any of:
 - vi) an involuntary petition seeking the adjudication of the Proponent as bankrupt or insolvent not removed within 30 days; or
 - vii) an order of any court or other authority appointing any receiver or trustee for the Proponent or for all or any substantial portion of its property and assets; or
 - viii) a writ of execution, judgment or writ of attachment or any similar process which may, in the reasonable opinion of the County, materially impair the ability of the Proponent to perform its obligations under this Agreement or in respect of its property and assets, and such petition, order, writ or judgment is not vacated or stayed within 15 days after its date;
- g) the occurrence of a material adverse change in the financial condition of the Proponent which would, in the reasonable opinion of the County, detrimentally affect the ability of the Proponent to meet its obligations to the County;

the County may cancel or suspend further instalments of the Funding for such period as the County deems appropriate in its sole discretion or demand payment of the Funding in full as per Section 7.1.

- 9.2 Costs and Expenses of Collection. In the event of a default under this Agreement, all reasonable costs and expenses of collection (including but not limited to, legal fees, disbursements and court costs) of all amounts owing hereunder shall be payable by the Proponent to the County.
- 9.3 If the Proponent fails to satisfy any demand for payment of the Funding within ten (10) Business days of written demand by the County, the Proponent authorizes the County to commence enforcement proceedings as against it, and consents to a Default Judgment being issued by the court in favour of the County, and said Default Judgment shall include the total amount of the Funding advanced to the Proponent by the County pursuant to this Agreement, along with HST, interest, costs and expenses.

- 9.4 All of the remedies in this Agreement are cumulative and are not alternative and the County shall not be precluded from availing itself simultaneously of some or all of the said remedies and any other remedies available in equity or at law.
- 9.5 Notwithstanding any of the terms of this Agreement, the County shall have the option of waiving any or all of its remedies under this Agreement, but no waiver of a provision shall be deemed to constitute a waiver of any other provision (whether or not similar) nor shall any waiver constitute a continuing waiver unless otherwise provided.

10. REPRESENTATION AND WARRANTIES

The Proponent represents and warrants to the County that:

- 10.1 The Proponent is duly incorporated, organized and validly existing under the laws of the Province of Ontario and has full corporate power and authority to own all its property and to carry on its business as now conducted and as contemplated under this Agreement and all other agreements contemplated thereunder, and is duly qualified and in good standing in each jurisdiction in which the character of the property owned or leased or the nature of the business carried on by it makes such qualification necessary or desirable.
- 10.2 The Proponent has full corporate power, legal right and authority to enter into this Agreement and to do all acts and things as are required or contemplated hereunder to be done, observed or performed by it.
- 10.3 Neither the execution and delivery of this Agreement, the consummation of the transactions herein contemplated, nor the compliance with the terms, conditions and provisions hereof will conflict with, , or result in a breach of, any of the terms, conditions or provisions of the constating documents of the Proponent, or of any agreement or instrument to which it is now a party, or constitute a default thereunder, or result in the creation or imposition of any mortgage, lien, charge or encumbrance of any nature whatsoever upon any of the properties or assets of the Proponent (whether such properties or assets are owned legally or beneficially) pursuant to the terms of any agreement or instrument to which it is a party.
- 10.4 There is not now pending against the Proponent any litigation, action, suit or other proceeding of a material nature by or before any court, tribunal or other governmental agency or authority or any other such pending or threatened action, suit or other proceeding against the Proponent or against or affecting any of the properties or assets of the Proponent (whether such property or assets are owned legally or beneficially) such that if the same were adversely determined, it could be reasonably expected to materially and adversely affect the business operations, properties or assets, or the condition, financial or otherwise, of the Proponent.
- 10.5 Except as previously disclosed in writing to the County, the Proponent is not a party to any agreement or instrument or subject to any restriction or any judgment, order, writ, injunction, decree, rule or regulation which materially and adversely affects the business, operations, prospects, properties or assets, or condition, financial or otherwise, of the Proponent.
- 10.6 None of the information, financial or otherwise, provided by the Proponent to the County to induce the County to give the Funding and to enter into this Agreement contains any untrue statement of a material fact or omits to state a material fact necessary in order to make any statement contained therein not misleading in light of the circumstances in which it was made.

11. COVENANTS OF THE PROPONENT

- 11.1 The Proponent covenants and agrees with the County that, it shall:

- a) take all such actions and do all such things required to develop and continuously carry out the Project in a good and workmanlike manner and in accordance with all applicable codes and standards, including those applicable to employment health and safety, and to complete such construction of the Project within the timeframe afforded in this Agreement;
- b) do or cause to be done all acts and things necessary to preserve in full force and effect the existence of the Proponent and all licences and permits required for the carrying on of the operations of the Proponent at and from the Property and to preserve and protect all of the properties, real and personally owned and used by the Proponent in connection with the Project and to cause the same to be properly maintained and to be kept in good state of repair;
- c) pay and discharge or cause to be paid and discharged all taxes and other levies of the Province of Ontario, the County, or of any other entity having jurisdiction to impose such taxes or levies, when the same become due and payable, except such taxes as are being contested in good faith by appropriate proceedings. and provided that, in such case the Proponent shall have provided the County with appropriate security; and
- d) deliver to the County the statements and reports as required by this Agreement.

11.2 The Proponent covenants and agrees with the County that, so long as any obligation is outstanding by the Proponent to the County hereunder the Proponent will not, without the prior written consent of the County, which consent may not be unreasonably withheld:

- a) become a party, without the prior written consent of the County, to any transaction whereby the Project would become the property of any other person, whether by way of reorganization, amalgamation, merger, transfer, sale, lease, sale and leaseback, or otherwise;
- b) permit any change in the ownership of the Lands identified in **Schedule "B"** without prior written consent of the County;
- c) permit any change in the ownership of the Proponent without prior written consent of the County;
- d) make any material change in the Project which pertains to the number or type of residential dwelling units of the Project without the prior written approval of the County; or
- e) change its fiscal year end or change the basis upon which the financial records of the Proponent are maintained, without the prior written consent of the County.

12. INDEMNIFICATION

12.1 The Proponent shall indemnify and save harmless the County from all claims, costs, all matter of actions, cause and causes of action, duties, dues, accounts, covenants, demands or other proceeding of every kind or nature whatsoever at law or in equity arising out of this Agreement and out of the operation of the units including claims arising out of negligence of the Proponent and specifically, all claims arising out of the intentional or criminal acts of any officers or directors, employees, agents, volunteers or independent contractors of the Proponent. Such indemnification shall survive the termination of this Agreement for claims arising from or out of incidents occurring the term of this Agreement.

13. NOTICE

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

- (a) delivered personally;
- (b) sent by prepaid courier service; or
- (c) sent by facsimile communication, and confirmed by mailing the original documents so sent by prepaid mail on the same or following day, addressed as follows:
 - (i) in the case of notice to the County:

The Corporation of the County of Bruce – Housing Division
 Box 1450
 Kincardine, ON
 N2Z 2Z4

Fax: (519) 396-3499

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

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

14. GENERAL

- 14.1 Any power, right or function of the County, contemplated by this Agreement, may be exercised by any employee or agent of the County who is hereby specifically authorized in this regard.
- 14.2 It is understood that the *Municipal Freedom of information and Protection of Privacy Act (MFIPPA)* shall apply to all records submitted to or created by the County pursuant to this Agreement.
- 14.3 The Proponent represents and warrants that it shall ensure compliance with PIPEDA.
- 14.4 The disbursement of the Funding as set out in Section 2 is subject to the necessary appropriations from the Minister. The County shall have no liability in the event the respective appropriations are insufficient to meet the funding obligations of the Proponent.
- 14.5 Nothing in this Agreement is to be construed as authorizing one party to contract for or incur any obligation on behalf of the other or to act as agent for the other and nothing in

this Agreement shall be construed to constitute the County and the Proponent as partners of each other.

14.6 The Proponent acknowledges that the CMHC and the Minister are not parties to this Agreement or any other agreement related to the Project.

14.7 No member of:

- a) the House of Commons or Senate of Canada;
- b) the Legislative Assembly of Ontario; or
- c) the Municipal Council constituting the County or the Municipal Council of any local municipality of the County or the governing body of any Municipal agency, Board or Commission, or any such municipalities;

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

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

14.9 Any tender of documents or money hereunder may be made by the County or the Proponent or their respective solicitors, and it shall be sufficient that a bank draft or certified cheque may be tendered instead of cash.

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

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

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

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

14.14 (a) The Proponent shall not transfer or convey its interest in all or any part of the Project without, subject to subsection 14.14(b), simultaneously assigning its interest in this Agreement to the transferee, which transferee shall enter into one or more agreements with the County, in a form satisfactory to the County, to assume all of the Proponent's obligations under this Agreement.

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

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

- 14.15 Each of the Parties shall, at any time and from time to time, upon not less than twenty (20) Business Days prior written notice by the other Party, execute and deliver to the other Party a statement in writing certifying that this Agreement is in good standing, unmodified and in full force and effect, as modified, and stating the modifications. Where applicable, the statement shall state the defaults, if any, known to the Party to whom such request has been made and the action taken or proposed to be taken by such requested Party with respect to same.
- 14.16 If more than one entity is a party to this Agreement as Proponent, all references to the Proponent shall include all of the said entities and this Agreement shall be binding on each jointly and severally.
- 14.17 This Agreement shall enure to the benefit of and be binding upon the Parties hereto and their respective successors and assigns, provided that this paragraph shall in no way derogate from the provisions of Section 14.14 restricting the Proponent’s ability to assign this Agreement.

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

THE CORPORATION OF THE COUNTY OF BRUCE

Name:
Title: Warden

Name: Donna Van Wyck
Title: Clerk

We have authority to bind the Corporation

PROPONENT:

Per: _____
Name:
Title:

Per: _____
Name:
Title:

I/We have the authority to bind the Corporation.



By-law Number 2019-068

A by-law to authorize the execution of a Municipal Contribution Agreement between the Corporation of the County of Bruce and Bruce County Housing Corporation for the Ontario Priorities Housing Initiative - Rental Housing Component

The Council for the Corporation of the County of Bruce enacts By-law 2019-068 as follows:

- 1. The Warden and Clerk be authorized to execute the Municipal Contribution Agreement with Bruce County Housing Corporation for the Ontario Priorities Housing Initiative - Rental Housing Component, a copy of which is attached and forms part of this by-law.**
- 2. This by-law shall come into effect on the date it is passed by Council.**

Passed this 5th day of December, 2019

Warden

**Donna Van Wyck
Clerk**

MUNICIPAL CONTRIBUTION AGREEMENT
Ontario Priorities Housing Initiative – Rental Housing Component

This Agreement made the 5th day of December , 2019.

BETWEEN:

THE CORPORATION OF THE COUNTY OF BRUCE
(hereinafter called the “County”)

-and-

Bruce County Housing Corporation
(hereinafter called the “Proponent”)

WHEREAS:

- A. Canada Mortgage and Housing Corporation (“CMHC”) and Her Majesty the Queen in Right of Ontario, as represented by the Minister of Municipal Affairs and Housing (the “Minister”), entered into a bi-lateral agreement to provide for the Ontario Priorities Housing Initiative from 2019-2022, effective April 29, 2019.
- B. The Minister has established a Rental Housing Component, a Homeownership Component, an Ontario Renovates Component, a Rental Assistance Component, and a Housing Support Services Component (“OPHI Components”), pursuant to which the Minister will provide the CMHC funding and federal funding for the Ontario Priorities Housing Initiative (“OPHI”) (the “Program”);
- C. The Minister is responsible for the Program and The Corporation of the County of Bruce (the “County”) is responsible for the delivery and administration of affordable housing programs in the County of Bruce; and
- D. The County and the Proponent have entered into this Agreement for the purpose of establishing the County’s obligation to provide funding to the Proponent under this Program for its Project, and the Proponent’s obligations with respect to the Program for the Rental Housing Component and the use of the funds under related to the Program for the Rental Housing Component.

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

1. INTERPRETATION

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

- **“OPHI Components”** has the meaning given to it in the recitals;
- **“Affordability Period”** means the period during which the average rent in a Project is required to be maintained at an affordable level, as determined in accordance with the Program Guidelines or as otherwise established by the County;
- **“Affordable Rent”** in respect of a unit of rental housing means a monthly occupancy cost that does not exceed 80% of the CMHC Average Market Rent (AMR) for that Unit. The Affordable Rent must include at least fridge, stove and a 1 parking space per Unit;
- **“Affordable Rental Housing”** means new, purpose-built, rental housing accommodation units in any Building or Buildings which is modest in terms of floor area and amenities, based on household needs and community norms, in Projects that achieve rent levels in accordance with the Program Guidelines, but does not include residential premises used

as student residences, a nursing home, retirement home, shelter, crisis care facility or any other type of similar facility or owner-occupied housing projects;

- **“Average Market Rents (AMR)”** means the average monthly market rent for a rental housing unit, by unit type, as published by CMHC (or, should CMHC not publish such information, as determined from time to time by the County, acting reasonably), as adjusted on an annual basis (refer to definitions of market rent and low rent);
- **“Barrier-Free Units”** means units located in fully accessible buildings and provide ramps, grab bars, wider doorways and/or lower cabinets, as well as provisions for persons with hearing and vision impairments;
- **“Business Day”** means each Monday, Tuesday, Wednesday, Thursday and Friday except when any such day occurs on a statutory holiday observed in Ontario;
- **“CMHC”** means Canada Mortgage and Housing Corporation;
- **“Conditional Letter of Commitment”** means the letter issued by the Minister confirming approval of the Project and setting out the amount, terms and conditions of Funding allocated to the Proponent;
- **“Construction Start Date”** means the later of the following dates:
 - a) the date that the County receives evidence satisfactory to it that all permits or approvals necessary for the construction of the Affordable Rental Housing portion of the Project in accordance with the Plans and Specifications and the Project Agreements have been obtained from the appropriate municipal, provincial and federal authorities, and that the Project, when completed, will be in compliance with all applicable environmental laws, zoning by-laws and building codes and with the Plans and Specifications;
 - b) the date that the County, having received a copy of an agreement with a general contractor satisfactory to the County for the construction of the Assisted Affordable Rental Housing portion of the Project, notifies the Successful Proponent that such contract is satisfactory to the County;
 - c) the date that each of the Project Agreements and all related security agreements, statements, certificates, opinions of legal counsel, notices and other documents have been executed and delivered to the County and all conditions precedent to the first advance of any loan or grant to be made by the County to a Successful Proponent have been satisfied or waived by the County, and all registrations, filings or recordings necessary or desirable to preserve or protect their security and priority have been completed and are not in default; or
 - d) the date a Successful Proponent, or its forces, begins, in good faith, actual construction of the Affordable Rental Housing portion of the Project; for purposes of this clause (d) construction shall be deemed not to have been begun until the Proponent or its forces have at least poured footings for the foundation of the Affordable Rental Housing portion of the Project.
- **“Contribution Agreement”** means an agreement to be entered into between a Proponent and the County setting out the terms and conditions under which any financial assistance will be provided to the Successful Proponent under OPHI - Rental Housing Component;
- **“Contribution by Others”** means cash or in-kind eligible contributions from Service Managers, municipalities, housing providers, the private sector, the voluntary sector, charities, and individual donors, to be used in accordance with a Program or Programs under this Agreement. It does not include contributions from any Government of Canada sources, including, but not limited to arrangements with CMHC; nor contributions under any program wholly or partially funded from Government of Canada sources; nor contributions which receive credit under any arrangement with CMHC or the Government of Canada outside this Agreement.

- **“Force Majeure”** means a delay arising from strike, lockout, riot, insurrection, terrorism, war, fire, tempest, act of God, lack of material or supply of service at a reasonable cost, inclement weather, binding orders or regulations of governmental bodies, courts or arbitrators or any other event beyond the control of the Parties which causes a delay in the fulfillment of a Party’s obligations under this Agreement notwithstanding the reasonable efforts of such Party and provided that any such non-availability or delay does not relate to any extent to any act or omission by such Party or any of its authorized agents or employees;
- **“Funds” and “Funding”** means Federal Funds or Provincial Funds, as set out in the Program Guidelines and Municipal funds, if applicable;
- **“Housing”** means residential accommodation and facilities, common areas and services used directly with the residential accommodation. Housing does not include commercial or institutional premises, social or recreational services, and services of facilities related to mental or physical health care, education, corrections, food services, social support or public recreation;
- **“OPHI”** means the Ontario Priorities Housing Program;
- **“OPHI – RHC”** means the Ontario Priorities Housing Program – Rental Housing Component;
- **“Improvements”** means the improvements to be made on the Property, consisting of a building and other improvements to be constructed by the Proponent on the Property in accordance with the Plans and Specifications;
- **“Loan”** means the total amount of Federal Funds, Provincial Funds and Municipal Funds, if applicable, advanced to the Proponent under this Agreement;
- **“Occupancy Date”** means the date on which occupancy of all Units in a Project is permitted;
- **“Occupancy Standards”** means standards which determine the size unit a household is eligible for under the Program or as amended by any future County by-law as outlined in **Schedule “M”**;
- **“Parties”** means the Proponent and the County and “Party” means either of them, as the context may require;
- **“Permitted Encumbrances”** means the encumbrances encumbering the Affordable Housing Units listed in **Schedule “F”**, together with such renewals or replacement financing that may be approved by the County, acting reasonably, during the term of this Agreement;
- **“Phase-Out Period”** means the last five (5) year period of the Affordability Period;
- **“PIPEDA”** means the *Personal Information Protection and Electronic Documents Act*, S.C. 2000, c. 5, including any amendments thereto;
- **“Plans and Specifications”** means the plans and specifications for the development of the Project that have been approved and reviewed by all appropriate governmental authorities for the issuance of all permits necessary to construct and occupy the Improvements and as certified by a Quantity Surveyor;
- **“Procurement Process”** means the request for proposals or procurement process used by the County of Bruce;
- **“Program”** means the Rental Housing Component of the Ontario Priorities Housing Initiative, as set out in the Program Guidelines;

- **“Program Guidelines”** means the Program Guidelines for OPHI and attached to this Agreement as **Schedule “A”**;
 - **“Project”** means the property and the building(s), as approved by the County for the Program, as the context may require on lands described in **Schedule “K”**;
 - **“Proponent”** means a person or legal entity identified as such on the first page of this Agreement;
 - **“Proposal”** means the Proponent’s proposal for the Project; ;
 - **“Quantity Surveyor”** means an architect, engineer or other professional duly licenced to practice in the Province of Ontario to inspect or assess the Project or a specific aspect of the Project;
 - **“Rental Housing Component”** means the Rental Housing Component described in the Program Guidelines;
 - **“Security Documents”** means the security documents for the Project in the form of, or described in **Schedule “D”**;
 - **“Service Manager”** means The Corporation of the County of Bruce;
 - **“Substantial Completion”** means the substantial performance, within the meaning of the *Construction Act*, R.S.O. 1990 c.C.30, as amended, of all contracts which the Proponent has entered into for the Project under this Agreement;
 - **“Unit”** means a self-contained residential dwelling, including, without limiting the generality of the foregoing, (i) supportive rental Housing where service funding is secured from sources other than Federal Funds and Provincial Funds provided under the Program; (ii) multi-bedroom units which are used for congregate living; and (iii) disabled/accessible units.
- 1.2 All references in this Agreement, including, without limitation, the Schedules hereto, to “rent” are deemed to include housing charges paid by members of non-profit housing cooperatives and “rental” is deemed to have a corresponding meaning.
- 1.3 The following Schedules are attached to and form part of this Agreement:
- | | | |
|--------------|---|--|
| Schedule “A” | - | OPHI Program Guidelines |
| Schedule “B” | - | Funding Schedule; |
| Schedule “C” | - | Rental Protocol; |
| Schedule “D” | - | Security Documentation |
| Schedule “E” | - | Energy Efficiency and Building Design Project Details; |
| Schedule “F” | - | Permitted Encumbrances; |
| Schedule “G” | - | Proponent’s Initial Occupancy Report; |
| Schedule “H” | - | Annual Occupancy Report |
| Schedule “I” | - | Canadian Environmental Assessment Act Considerations; |
| Schedule “J” | - | Protocol for Non-Compliance; |
| Schedule “K” | - | Legal Description of Property; |
| Schedule “L” | - | Development Schedule |
| Schedule “M” | - | Occupancy Standards |
| Schedule “N” | - | Conditional Letter of Commitment |
| Schedule “O” | - | Contribution by Others |

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

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

2. FUNDING FOR AFFORDABLE HOUSING

2.1 Funding for Affordable Housing is comprised of Federal Funds and Provincial Funds. Federal Funds and Provincial Funds will be advanced by the County to the Proponent in the form of a forgivable capital Loan, over the course of the Project being completed.

2.2 The Proponent acknowledges that the County can fund under the Program up to 75% of the pro-rated share of the capital costs of the affordable units. Total capital costs shall include land, financing, construction costs and soft costs less any HST rebates that may be applicable. The Proponent and County agree that the maximum funds available to the Proponent under the OIHP – RIC, subject to the terms and conditions of this Agreement, shall be **FOUR HUNDRED AND FIFTY THOUSAND FOUR HUNDRED AND NINETY DOLLARS (\$450,490.00)** Canadian Dollars.

2.3 The Proponent agrees and understands that construction of the Project shall commence within one hundred and twenty (120) days of signing this Contribution Agreement.

2.4 The Proponent agrees and understands that construction of the Project shall be completed within four (4) years of the date of both parties signing this Contribution Agreement and that Funding will not be advanced after that time.

2.5 The Proponent warrants to the County that the Project is financially viable from a construction and operating costs perspective.

2.6 The County shall have the option of withholding from the amount to be disbursed under Section 2.2 the amount of the cost of construction necessary to complete the construction of the Project and, in such case, the County shall disburse the amount so withheld following its receipt of satisfactory evidence that such construction is substantially complete within the meaning of the *Construction Act*, R.S.O. 1990 c.C.30, as amended and provided that said *Construction Act* is complied with.

2.7 The Proponent shall use the amount of the Loan and Contribution by Others solely for the purpose of its Project in connection with the Project. For greater certainty, the Proponent agrees that it shall comply with and abide by the terms and conditions set out in this Agreement and in those Schedules to this Agreement relevant to the Program.

2.8 The County shall disburse advances of the Loan to the Proponent on at least ten (10) days' prior written notice to the County, provided that the conditions of this Agreement have been satisfied, as follows:

- a) an amount equal to 50% of the Loan on the date of signing this Agreement and confirmation of registration of security, less a 10% holdback as per the *Construction Act*, R.S.O. 1990 c.C.30, as amended ("*Construction Act*");
- b) 40% upon completion of structural framing of the Project for new construction, to be confirmed by the Chief Building Official, less a 10% holdback as per the *Construction Act*;
- c) the 10% balance of the Loan, less a 10% holdback as per the *Construction Act*, upon completion of all of the following:
 - i. confirmation of occupancy evidenced by an Occupancy Certificate; provided to the County;
 - ii. submission of an Initial Occupancy Report; and
 - iii. submission of an updated capital cost statement in a form acceptable to the Ministry.

- d) The County shall disburse the amount so withheld pursuant to the *Construction Act* following its receipt of satisfactory evidence that such construction is substantially complete within the meaning of the *Construction Act* and provided that said *Construction Act* is complied with.

3. SPECIAL CONDITIONS

- 3.1 The Proponent shall provide the County with a construction schedule and construction budget for its review and approval four (4) weeks prior to the start of construction. The construction budget shall include soft costs, and the cost of each item of the Project. The Proponent will obtain the County's prior written approval to any material amendment to the construction schedule or construction budget. A material amendment means any single amendment that increases the cost of construction of constructing the Project by amount exceeding \$20,000.00 or any series of amendments that, in the aggregate, increase the cost of constructing the Project by an amount exceeding \$50,000.00.
- 3.2 The Proponent shall discharge or cause the discharge of any registered construction liens so as to ensure that there are no construction liens registered against title to the lands of the Project on the date for the disbursement of the Loan under Section 2.
- 3.3 The Proponent shall not at any time during the term of this Agreement breach any contribution agreement, respecting the Project that, it has entered into by means of a Contribution by Others, including any municipal capital facility agreement made pursuant to Section 110 of the *Municipal Act, 2001*, S.O. 2001 C.25, as amended, and shall not, through any breach on its part, cause such other entity to terminate a contribution agreement for cause. The Proponent agrees that a breach by it of any such contribution agreement that has not been corrected shall constitute a breach of this Agreement. All such agreements by means of a Contribution by Other shall be attached and form a Schedule to this Agreement. The Proponent shall provide the County with evidence of its good standing under any such contribution agreement within ten (10) Business Days following its receipt of a written request from the County.
- 3.4 The Proponent acknowledges and agrees that the Minister may conduct site inspections of the Project at its sole discretion.
- 3.5 The Proponent agrees that at no time shall the County be liable to suppliers, contractors, sub-contractors, craftsmen, labourers or others for goods and services supplied by them in or upon the property subject of the Project, or employed in the construction of the Project, or for any debts or claims accruing to any of the parties against the Proponent. The Proponent expressly agrees that there is no contractual relationship between the County and any supplier, contractor, subcontractor, craftsman, labourer or person supplying work or supplies to the Project. The Proponent is not, and shall not be the agent of the County for any purpose.

4. OPERATION OF AFFORDABLE HOUSING

- 4.1 The Proponent acknowledges and agrees that the Rental Protocol set out in **Schedule "C"** applies to the Project by virtue of the contractual terms of this Agreement, notwithstanding that the Rental Protocol does not apply to the Project under the *Residential Tenancies Act, 2006*.
- 4.2 Prior to occupancy of a unit, the tenant shall be subject to review and approval of the County, for compliance with the Program requirements. The Proponent shall provide written notice to each prospective first tenant regarding the review by the County.
- 4.3 The Proponent agrees to undertake its Project in accordance with the provisions relating to the development of the Project contained in the Program Guidelines and in conformity with its proposal submitted to the County; specifically, the Proponent warrants that all Units shall remain affordable for a minimum period of twenty (20) years calculated from the time of occupancy. A unit shall be deemed affordable if average rents are at or below 80% of Average Market Rent, taking into consideration actual rents paid by tenants and any rent supplements provided through the County.

- 4.4 At no time during the twenty (20) year period set out in paragraph 4.3 above shall a Unit funded through the Project have a rent that is greater than Average Market Rent for the geographic area in which it is located.
- 4.5 The County requires that the Affordable Rent for each unit include the fridge, stove, laundry equipment and one parking space for the development.
- 4.6 This Project will adhere to the Occupancy Standards as outlined in **Schedule “M”**.

5. CONDITIONS

- 5.1 The provision of funding by the County, pursuant to Section 2 is subject to the following conditions precedent, each of which is for the exclusive benefit of the County, and may be waived in full or in part by the County by written notice to the Proponent:
- a) the Proponent is the registered owner in fee simple of the lands described in **Schedule “K”**;
 - b) any contribution agreement with others referred to in Section 3.3 remaining in force and the Proponent being in good standing thereunder;
 - c) there being no Claim for Lien under the *Construction Act* registered against the Project;
 - d) there being in existence no unregistered lien or statutory claim having priority against the Project;
 - e) the Proponent’s title to the Project being free from any encumbrances other than the Permitted Encumbrances as set out in **Schedule “F”**;
 - f) the Proponent being in good standing under all of the Permitted Encumbrances;
 - g) there being no work orders issued against the Project by any governmental entity, agency or official;
 - h) the Proponent having provided the County with the security documents required by Section 7 and in accordance with the said section;
 - i) all funds provided by means of a Contribution by Others due on or before a disbursement date hereunder having been fully advanced to the Proponent on or before such disbursement date and having been secured by by-law, agreement or otherwise and attached hereto as a Schedule;
 - j) the Proponent providing the minimum amount of equity as set out in the Program Guidelines, attached hereto as **Schedule “A”**; and
 - k) the Proponent providing the County with an Initial Occupancy Report in the form attached hereto as **Schedule “G”** to ensure units of the Project will be occupied within a reasonable period of time.

- 5.2 If any of the conditions contained in Section 5.1 have not been fulfilled on the date for the disbursement of the Loan by the County pursuant to Section 2 and are not expressly waived by the County in writing, the County shall be under no obligation to make any advance of the Loan to the Proponent and the County shall thereupon have the right to terminate this Agreement and, in that event, neither party to this Agreement shall have any rights or obligations hereunder, save and except that the County may, notwithstanding such termination, bring an action against the Proponent for all losses, costs and expenses, including, without limitation, reasonable legal fees incurred by the County in connection with this Agreement where the non-performance or non-fulfillment of a condition is a result of a breach of a covenant by the Proponent and the County shall have the right to require repayment of any previously advanced Funds together with interest as set out in this Agreement.

6. TERMS OF THE FUNDING

- 6.1 The Loan shall have a term of twenty (20) years, commencing on the Construction Start Date (the “Term”).
- 6.2 The Loan amount shall be fully forgiven on the last day of the month at the end of the Term, provided that the Proponent has fulfilled all the requirements of the Program as set out in this Agreement, and to the satisfaction of the County.

6.3 The Proponent acknowledges that the County has an annual reporting requirement to the Minister to ensure compliance with the Program, and the Proponent agrees that it will provide the County with information and documents the County deems relevant, in its sole discretion, for the purposes of these quarterly reports to the Minister during the Term.

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

7. SECURITY

7.1 Prior to the County disbursing the Loan to the Proponent pursuant to Section 2, the Proponent shall provide the County with executed registered security documents in the form attached or described in **Schedule "D"** (collectively, the "Security"), completed in accordance with this Agreement.

7.2 The Security shall be collateral to this Agreement and any Contributions by Others Agreement between the County and the Proponent. The amount of all contributions from the County shall be included in the Security documents.

7.3 The Proponent agrees that a breach of this Agreement or a Contribution by Others Agreement with the County shall be a breach of the Security and a breach of the Security shall constitute a breach of this Agreement and any Contribution by Others Agreement with the County.

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

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

8. ACCOUNTABILITY FRAMEWORK

8.1 (a) In the event:

- i) the County is advised that the Project will not proceed; or
- ii) the County determines, acting reasonably, that the Proponent is not proceeding with the Project due to delays likely to cause depreciation or deterioration of any construction of the Project, the Proponent shall return all Loan monies advanced to the County, forthwith upon demand; or
- iii) the County is of the opinion that the Proponent is not proceeding in an expeditious manner with the Project for which Loan monies have been provided; or
- iv) the Proponent is not complying with the requirements as set out in this Agreement, inclusive of all Schedules during the term of the Agreement;

the Proponent will be in default and shall return all Loan monies advanced to it to the County, forthwith upon demand, including interest from the date of default until paid in full along with any applicable costs and expenses as per the terms of this Agreement.

- (b) The Proponent shall submit to the County, an audited statement with respect to the expenditure of Loan monies provided to it, within ninety (90) days following the date on which the County is advised that the Project has been fully completed, or the Project will not proceed in the opinion of the Proponent or the County.
- (c) Following the full completion of the Project, the Proponent shall submit to the County a completed Occupancy Report in the form attached hereto as **Schedule “G”**, and annually in the form attached hereto as **Schedule “H”** thereafter shall submit to the County the aforesaid report in the form as attached.
- (d) If requested by the County, the Proponent shall submit to the County an audited financial statement within ninety (90) days following the fiscal year end of the Project.

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

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

8.4 The Proponent agrees that it shall maintain and make available to the County all records and documentation pertaining to the Project during the 20 year term of the Loan or the date of any early termination of this Agreement, or in either case for a further seven (7) years thereafter.

9. COMMUNICATIONS PROTOCOL

9.1 The Proponent acknowledges that it has been informed by the County, that under the terms of the CMHC – Ontario Agreement the Ontario Priorities Housing Initiative all affordable County Housing, including written materials and signs, respecting the Project must recognize the contributions of CMHC, the Minister and the County. The Proponent further acknowledges that it has been informed by the County that the CMHC – Ontario Agreement for OPHI requires the Minister to coordinate with CMHC and/or obtain CMHC’s approval with respect to communications, signage, and advertising matters. The Proponent agrees that it shall not do or omit to do any act, which will cause the County to be in breach of the terms of the CMHC – Ontario Agreement for OPHI.

9.2 The Proponent shall co-operate in organizing press conferences, announcements, and official ceremonies to be held at an appropriate location and time respecting the Project, insofar as it relates to the Program, or respecting its participation in the Program or respecting the Program in any other respect without the prior written consent of the County.

9.3 CMHC, Ontario and the County may provide and install, where appropriate, a plaque or permanent sign bearing an appropriate inscription. The design, wording and specifications of such permanent signs shall be provided by the County.

9.4 The Proponent acknowledges that any breach by it of Sections 9.2 or 9.3 of this Agreement shall cause the County to be in breach of the CMHC – Ontario Agreement for OPHI.

10. REMEDIES

10.1 Upon the occurrence of any one or more of the following events (each an “Event of Default”):

- a) the failure of the Proponent to perform, observe or comply with any term, covenant, condition or provision of this Agreement or any other Contribution of

Others Agreement between the County and the Proponent within ten (10) days of receipt of written notice of the “failure” from the County;

- b) any representation or warranty made by the Proponent in this Agreement that proves to have been untrue or misleading in any material respect as of the date on which it was made;
- c) any person commences an action, suit or proceeding materially affecting the Project or files a lien against the Property, or any person commences an action, suit or proceeding contesting or questioning the validity or enforceability of this Agreement, unless the Proponent diligently contests such action, suit or proceeding and discharges any such lien forthwith without the requirement of notice by the County and posts such bonds, cash or letters of credit or gives such other security in order to obtain such discharges in amounts and on terms satisfactory to the County acting reasonably;
- d) the Proponent ceases to carry on business;
- e) the Proponent:
 - i) becomes insolvent or unable to pay its debts as they become due; or
 - ii) files a petition in bankruptcy or voluntary petition seeking reorganization or effect a plan or other arrangement with creditors; or
 - iii) makes an assignment for the benefit of creditors under the *Bankruptcy Act* (Canada) or any other insolvent debtors’ legislation; or
 - iv) applies for or consents to the appointment of any receiver or trustee for it or of all or any substantial part of its property and assets; or
 - v) voluntarily liquidates or winds-up or suffers itself to be liquidated or wound-up;
- f) any of:
 - vi) an involuntary petition seeking the adjudication of the Proponent as bankrupt or insolvent not removed within 30 days; or
 - vii) an order of any court or other authority appointing any receiver or trustee for the Proponent or for all or any substantial portion of its property and assets; or
 - viii) a writ of execution, judgment or writ of attachment or any similar process which may, in the reasonable opinion of the County, materially impairs the ability of the Proponent to perform its obligations under this Agreement or any of the Security Documents are made, given or issued against the Proponent or in respect of its property and assets, and such petition, order, writ of judgment is not vacated or stayed within 15 days after its date;
- g) the occurrence of a material adverse change in the financial condition of the Proponent which would, in the reasonable opinion of the County, detrimentally affect the ability of the Proponent to meet its obligations to the County; and
- h) if the improvements shall be entirely destroyed or damaged to such an extent that, in the opinion of the Quantity Surveyor, acting reasonably, they are no longer fit for the purpose for which they were intended and the insurance proceeds, if any, held by the County, in the opinion of the Quantity Surveyor, acting reasonably, insufficient to repair such destruction or damage, and the Proponent has not

provided evidence satisfactory to the County of the timely availability of such sufficient funds,

then, at its option, the County may declare the full principal amount of the Loan then advanced, together with all other monies owing to the County hereunder, due and payable forthwith. In such case, the County may realize upon any and all security pledged to it and may commence such other legal actions or proceedings against the Proponent, the Property or assets of the Proponent as may be permitted hereunder, by any one or more of the Security Documents or at law or in equity, all as it, in its sole discretion, deems expedient. The Proponent hereby acknowledges that the County's remedies are cumulative and not mutually exclusive.

- 10.2 In the event of default under this Agreement, the County may cancel or suspend further instalments of the Loan for such period as the County deems appropriate in its sole discretion.
- 10.3 Complete Construction. If an Event of Default shall occur, then the County may, at its option, in addition to any other remedy available to it, enter upon and take charge of the Project and assume full charge of the Project and may complete the Project or enter into a contract with another to complete the same, and all amounts advanced for such purpose, including reasonable legal fees incurred by the incident to the enforcement of any provisions hereof, shall be an indebtedness of the Proponent to the County. All such amounts, even though they may, when added to the monies advanced and disbursed under this agreement, exceed the Loan, shall be secured by the Mortgage and other Security Documents.
- 10.4 During Term of Agreement. Should the Proponent be in default under the terms of the Loan or under the terms of this Agreement or under the terms of any mortgage or other encumbrance registered on title to the Property, the County shall have the right to declare all or part of the unearned portion of the Loan due and payable immediately. Interest will be payable from the date of default until the loan money advanced and any applicable costs and expenses, as set out in section 10.6, are paid in full. The interest rate shall be the Bank of Canada Prime Rate plus 2% in effect at the time of the loan default, and interest will be calculated monthly on the outstanding principal balance.
- 10.5 Assignment of Plans and Specifications. The Proponent hereby assigns to the County and its successors and assigns, the right to possess and use the plans and specifications for construction of the Project, together with the Proponent's rights under all construction contracts, for the purpose of completing the Project in the event the Proponent defaults under this Agreement.
- 10.6 Costs and Expenses of Collection. In the event of a default under this Agreement, all reasonable costs and expenses of collection (including, but not limited to, legal fees, disbursements and court costs) of all amounts owing hereunder or of enforcement of any Security created in favour of the County pursuant hereto, shall be payable by the Proponent to the County.
- 10.7 In the event the County determines that a Proponent has breached any provision of this Agreement, the County shall follow the Protocol for Non-Compliance set out in **Schedule "J"**.
- 10.8 All of the remedies in this Agreement, **Schedule "J"** and the Security are cumulative and are not alternative and the County shall not be precluded from availing itself simultaneously of some or all of the said remedies and any other remedies available in equity or at law.
- 10.9 Notwithstanding any of the terms of this Agreement, **Schedule "J"** or of the Security, the County shall have the option of waiving any or all of its remedies under this Agreement, **Schedule "J"** and the Security, but no waiver of a provision shall be deemed to constitute a waiver of any other provision (whether or not similar) nor shall any waiver constitute a continuing waiver unless otherwise provided.

11. ENERGY EFFICIENCY AND BUILDING DESIGN

- 11.1 Proponents must use ENERGYSTAR – rated products.
- 11.2 It is mandatory that suite meters be installed in all affordable housing units for the Project.
- 11.3 Energy efficient details for products and materials included in the project must be listed in **Schedule “E”**.
- 11.4 The Proponent acknowledges that funding under the Program is subject to the Canadian Environmental Assessment Act (CEAA). To receive funding under the Program, the Proponent must confirm that the Project does not impose adverse impacts that cannot be mitigated. CEAA Considerations are outlines in **Schedule “I”**, and the Proponent covenants that the Project adheres to these CEAA Considerations.

12. REPRESENTATION AND WARRANTIES

The Proponent represents and warrants to the County that:

- 12.1 The Proponent is duly incorporated, organized and validly existing under the laws of the Province of Ontario and has full corporate power and authority to own all its property and to carry on its business as now conducted and as contemplated under this Agreement and all other agreements contemplated thereunder, and is duly qualified and in good standing in each jurisdiction in which the character of the property owned or leased or the nature of the business carried on by it makes such qualification necessary or desirable.
- 12.2 The Proponent has full corporate power, legal right and authority to enter into this Agreement and to do all acts and things as are required or contemplated hereunder to be done, observed or performed by it.
- 12.3 Neither the execution and delivery of this Agreement, the consummation of the transactions herein contemplated, nor the compliance with the terms, conditions and provisions hereof and of the Mortgage will conflict with, or result in a breach of, any of the terms, conditions or provisions of the constating documents of the Proponent, or of any agreement or instrument to which it is now a party, or constitute a default thereunder, or (except as contemplated by this Agreement) result in the creation or imposition of any mortgage, lien, charge or encumbrance of any nature whatsoever upon any of the properties or assets of the Proponent (whether such properties or assets are owned legally or beneficially) pursuant to the terms of any agreement or instrument to which it is a party.
- 12.4 There is not now pending against the Proponent any litigation, action, suit or other proceeding of a material nature by or before any court, tribunal or other governmental agency or authority or any other such pending or threatened action, suit or other proceeding against the Proponent or against or affecting any of the properties or assets of the Proponent (whether such property or assets are owned legally or beneficially) such that if the same were adversely determined, it could be reasonably expected to materially and adversely affect the business operations, properties or assets, or the condition, financial or otherwise, of the Proponent.
- 12.5 Except as previously disclosed in writing to the County, the Proponent is not a party to any agreement or instrument or subject to any restriction or any judgment, order, writ, injunction, decree, rule or regulation which materially and adversely affects the business, operations, prospects, properties or assets, or condition, financial or otherwise, of the Proponent.
- 12.6 None of the information, financial or otherwise, provided by the Proponent to the County to induce the County to make the Loan and to enter into this Agreement contains any untrue statement of a material fact or omits to state a material fact necessary in order to make any statement contained therein not misleading in light of the circumstances in which it was made.

13. COVENANTS OF THE PROPONENT

13.1 The Proponent covenants and agrees with the County that, it shall:

- a) take all such actions and do all such things required to develop and continuously carry out the Project in a good and workmanlike manner and in accordance with all applicable codes and standards, including those applicable to employment health and safety, and to complete such construction of the Project within the timeframe afforded in this Agreement;
- b) do or cause to be done all acts and things necessary to preserve in full force and effect the existence of the Proponent and all licences and permits required for the carrying on of the operations of the Proponent at and from the Property and to preserve and protect all of the properties, real and personally owned and used by the Proponent in connection with the Project and to cause the same to be properly maintained and to be kept in good state of repair;
- c) pay and discharge or cause to be paid and discharged all taxes and other levies of the Province of Ontario, the County, or of any other entity having jurisdiction to impose such taxes or levies, when the same become due and payable, except such taxes as are being contested in good faith by appropriate proceedings and provided that, in such case the Proponent shall have provided the County with appropriate security;
- d) deliver to the County the statements and reports as required by this Agreement.

13.2 The Proponent covenants and agrees with the County that, so long as any obligation is outstanding by the Proponent to the County hereunder the Proponent will not, without the prior written consent of the County, which consent may not be unreasonably withheld:

- a) create, incur, assume or permit to exist, after knowledge of the existence thereof, any mortgage, pledge, lien, hypothecation, charge (fixed or floating), security interest or other encumbrance whatsoever on the Property or any personal property or fixtures thereon except the encumbrances created by the following encumbrances (collectively, the "Permitted Encumbrances"):

13.2.a.1 the First Mortgage;

13.2.a.2 encumbrances created in favour of or assigned or pledged to the County;

13.2.a.3 inchoate or statutory liens for taxes which have not been assessed, or if assessed, which are either not delinquent or which are being contested by bona fide proceedings in good faith, and sufficient security for the payment of same has been given to the County, if requested;

13.2.a.4 inchoate or statutory liens of contracts, sub-contractors, mechanics, suppliers, workers and others in respect of the construction, maintenance, repair and operation of the Improvements, provided that the same are not registered encumbrances against title to the Property or any personal property, or, if so registered, have been postponed to all charges in favour of the County contained in the Security Documents or are being contested by bona fide proceedings in good faith with sufficient security for the payment thereof having been given to the County or paid into Court to prevent effectively in the County's opinion realization by disposal or other alienation from the Proponent of its legal or beneficial title to or interest in any such property; and

13.2.a.5 Any other Permitted Encumbrances listed in **Schedule "F"** hereto.

- b) become a party, without the prior written consent of the County, to any transaction whereby the Project would become the property of any other person, whether by way of reorganization, amalgamation, merger, transfer, sale, lease, sale and leaseback, or otherwise;
- c) permit any change in the ownership of the Lands identified in **Schedule “K”** without prior written consent of the County;
- d) permit any change in the ownership of the Proponent without prior written consent of the County;
- e) make any material change in the Project which pertains to the number or type of residential dwelling units of the Project without the prior written approval of the County; or
- f) change its fiscal year end or change the basis upon which the financial records of the Proponent are maintained, without the prior written consent of the County.

14. INDEMNIFICATION

- 14.1 The Proponent shall indemnify and save harmless the County from all claims, costs, all matter of actions, cause and causes of action, duties, dues, accounts, covenants, demands or other proceeding of every kind or nature whatsoever at law or in equity arising out of this Agreement and out of the operation of the units including claims arising out of negligence of the Proponent and specifically, all claims arising out of the intentional or criminal acts of any officers or directors, employees, agents, volunteers or independent contractors of the Proponent. Such indemnification shall survive the termination of this Agreement for claims arising from or out of incidents occurring the term of this Agreement.
- 14.2 The Proponent agrees to purchase and maintain, during the term of this Agreement third party liability insurance in a limit of not less than Five Million Dollars (\$5,000,000.00) covering bodily injury, loss or property damage resulting from any activity related in any way to this Agreement. This insurance shall include the County as an additional insured, a cross liability clause, severability of interest clause, non-owned automobile insurance and personal injury liability clause.
 - 14.2.1 The Proponent further agrees to purchase and maintain insurance policies that a prudent manager of similar premises would maintain and, without limiting those types of policies, at least the following:
 - a) Broad form boiler and machinery insurance on a blanket repair and replacement basis with limits for each accident in an amount of at least the replacement cost of the Project and with a deductible of not more than One Hundred Thousand Dollars (\$100,000.00);
 - b) All risks property insurance (including flood and earthquake) in an amount equal to the full replacement value of the Project and with a deductible of not more than One Hundred Thousand Dollars (\$100,000.00).
- 14.3 In addition, during the design and construction period of the Project, the Proponent will obtain and maintain the following policies of insurance:
 - a) All risk builder’s risk property insurance for the full replacement value of the completed construction project, including boiler and machinery, earthquake and flood based on a stated amount co-insurance and including a waiver of subrogation and loss payable, as their interest may appear, in favour of the County, and with a deductible of not more than One Hundred Thousand Dollars (\$100,000.00) and remaining in effect until the completion of construction.

- b) Construction wrap-up liability insurance coverage including owners and contractors protective, broad form products and completed operations, cross liability and severability of interest clauses, blanket contractual, hook liability, employers liability, non-owned automobile liability and shoring, blasting, excavating, under-pinning, demolition, pile driving and caisson work, work below and above ground surface, tunnelling and grading, and similar operations associated with the construction work, as applicable; to an inclusive limit of not less than Five Million Dollars (\$5,000,000.00) and in the joint names of the Proponent, County, Designated Consultants, Designated Contractors, and other contractors, sub-contractors, suppliers and/or tradesmen while working on the site, engineers, architects, consultants and other persons (including, but not limited to directors, officers, employees, shareholders, legislators and officials involved in the project) which the County reasonably may require to be added as insured parties.
- 14.4 The Proponent acknowledges and agrees that, in addition to the insurance requirements contained in section 14 herein; it will obtain and maintain any other insurance coverage, as required from the County from time to time, acting reasonably.
- 14.5 The Proponent shall advise the County of any cancellation, material alteration or lapse of any policies of insurance required to be provided hereunder. If the Proponent fails to effect and keep such insurance in force, or if such insurance is in an amount less than the amount required under this Agreement, the County shall have the right, upon notice to the Proponent and without assuming any obligation in connection therewith, to effect such insurance at the cost of the Proponent and all outlays by the County shall be payable by the Proponent to the County forthwith upon demand without prejudice to any other rights and recourses of the County hereunder. No such Insurance taken out by the County shall relieve the Proponent of its obligations to insure hereunder and the County shall not be liable for any loss or damage suffered by the Proponent.
- 14.6 The Proponent shall duly and punctually pay or cause to be paid all premiums and other monies payable for maintaining the insurance to be provided under this Agreement. Evidence that the insurance described above is in force shall be provided to the County prior to commencement of this Agreement and thereafter annually.
- 14.7 The Proponent shall require all professionals involved with the Project to carry professional (errors and omissions) liability insurance in an amount not less than Two-Million Dollars (\$2,000,000.00) during the period of the Project.
- 14.8 The Proponent agrees to obtain for its employees and all consultants, contractors, sub-contractors, suppliers and/or tradesmen while working on the Project, WSIB coverage and to ensure that such coverage continues in effect throughout the period of the work.

NOTICE

15. Any notice or other communication required, desired or permitted to be given by this Agreement shall be in writing and shall be effectively given if:
- (a) delivered personally;
 - (b) sent by prepaid courier service; or
 - (c) sent by facsimile communication, and confirmed by mailing the original documents so sent by prepaid mail on the same or following day, addressed as follows:
 - (i) in the case of notice to the County:

The Corporation of the County of Bruce
 30 Park St.
 Walkerton, ON
 N0G 2V0td

Fax: (519) 396-3499

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

Bruce County Housing Corporation

Box 1450

Kincardine, Ontario

N2Z 2Z4

Fax: 519-396-3499

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

16. GENERAL

- 16.1 Any power, right or function of the County, contemplated by this Agreement, may be exercised by any employee or agent of the County who is hereby specifically authorized in this regard.
- 16.2 It is understood that the *Municipal Freedom of Information and Protection of Privacy Act (MFIPPA)* shall apply to all records submitted to or created by the County pursuant to this Agreement.
- 16.3 The Proponent represents and warrants that it shall ensure compliance with the PIPEDA.
- 16.4 The disbursement of the Loan as set out in Section 2 is subject to the necessary appropriations from the Minister. The County, the Province nor CMHC shall have liability in the event the respective appropriations are insufficient to meet the funding obligations of the Proponent.
- 16.5 Nothing in this Agreement is to be construed as authorizing one party to contract for or incur any obligation on behalf of the other or to act as agent for the other and nothing in this Agreement shall be construed to constitute the County and the Proponent as partners of each other.
- 16.6 The Proponent acknowledges that the CMHC and the Minister are not parties to this Agreement or any other agreement related to the Project.
- 16.7 No member of:
- a) the House of Commons or Senate of Canada;
 - b) the Legislative Assembly of Ontario; or
 - c) the Municipal Council constituting the County or the Municipal Council of any local municipality of the County or the governing body of any Municipal agency, Board or Commission, or any such municipalities;

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

- 16.8 Time shall in all respects be of the essence in this Agreement, provided that the time for doing or completing any matter provided for under this Agreement may be extended or abridged by agreement in writing signed by the County and the Proponent of their respective solicitors on their behalf, who are hereby expressly authorized to this regard.
- 16.9 Any tender of documents or money hereunder may be made by the County or the Proponent or their respective solicitors, and it shall be sufficient that a bank draft or certified cheque may be tendered instead of cash.
- 16.10 This Agreement is made pursuant to and shall be governed by and construed in accordance with the laws of the Province of Ontario. Any reference to a statute in this Agreement includes a reference to all regulations made pursuant to such statute, all amendments made to such statute and regulations in force from time to time and to any statute or regulation which may be passed and which has the effect of supplementing or superseding such statute or regulations.
- 16.11 The headings and subheadings contained in this Agreement are inserted for convenience and for reference only and in no way define, limit or describe the scope or intent of this Agreement or form part of this Agreement.
- 16.12 The Parties agree that there are no representations, warranties, covenants, agreements, collateral agreements or conditions affecting the property or this Agreement other than as expressed in writing in this Agreement.
- 16.13 This Agreement shall be read with all changes of gender and number required by the context.
- 16.14 (a) The Proponent shall not transfer or convey its interest in all or any part of the Project without, subject to subsection 16.14(b), simultaneously assigning its interest in this Agreement to the transferee, which transferee shall enter into one or more agreements with the County, in a form satisfactory to the County, to assume all of the Proponent's obligations under this Agreement and to provide the County with Security in accordance with this Agreement.
- (b) The Proponent shall not assign its interest in this Agreement without the prior written consent of the County, which consent shall not be arbitrarily or unreasonably withheld.
- (c) For the purpose of this Agreement, a transfer of the beneficial interest in the shares of the Proponent shall be deemed to constitute an assignment if it results in a change in the party or parties who owns or own more than fifty percent (50%) of the voting shares of the said corporation.
- 16.15 Each of the Parties shall, at any time and from time to time, upon not less than twenty (20) Business Days prior written notice by the other Party, execute and deliver to the other Party a statement in writing certifying that this Agreement is in good standing, unmodified and in full force and effect, as modified, and stating the modifications. Where applicable, the statement shall state the defaults, if any, known to the Party to whom such request has been made and the action taken or proposed to be taken by such requested Party with respect to same.
- 16.16 If more than one entity is a party to this Agreement as Proponent, all references to the Proponent shall include all of the said entities and this Agreement shall be binding on each jointly and severally.

16.17 This Agreement shall enure to the benefit of and be binding upon the Parties hereto and their respective successors and assigns, provided that this paragraph shall in no way derogate from the provisions of Section 16.14 restricting the Proponent's ability to assign this Agreement.

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

THE CORPORATION OF THE COUNTY OF BRUCE

, Warden

Donna Van Wyck, Clerk

We have authority to bind the Corporation

BRUCE COUNTY HOUSING CORPORATION

Per: _____
Name:
Title:

Per: _____
Name:
Title:

We have the authority to bind the Corporation.



By-law Number 2019-069

A by-law to authorize the execution of an agreement between the Corporation of the County of Bruce and the Community Connection for the provision of information, assessment, navigation and referral services

The Council for the Corporation of the County of Bruce enacts By-law 2019-069 as follows:

- 1. The Warden and Clerk be authorized to execute an agreement with the Community Connection, for the provision of information, assessment, navigation and referral services, a copy of which is attached and forms part of this by-law.**
- 2. By-law Number 2015-033 is hereby repealed.**
- 3. This by-law shall come into effect on the date it is passed by Council.**

Passed this 5th day of December, 2019

Warden

Donna Van Wyck
Clerk

BY-LAW NUMBER - 2019-XXX

**Service Agreement
(The 'Agreement')**

This Agreement made the ____ day of _____, 2019.

B E T W E E N:

**The Corporation of the County of Bruce
(the "County")**

- and -

**Community Connection
("Community Connection")**

WHEREAS Community Connection is a community based, non-profit incorporated charitable organization providing assessment, information referral and advocacy services to individuals, service providers and institutions within the County of Bruce and is accredited by the Alliance of Information and Referral Systems;

AND WHEREAS the County wishes to fund Community Connection to further the information and referral and human service database infrastructure support that Community Connection currently provides to the County and the community, and;

AND WHEREAS the County and Community Connection wish to enter into this Agreement in order to define roles and responsibilities, specify services and put into place policies that will achieve accountability to the County for the funding it provides;

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the mutual covenants and other terms and conditions hereinafter contained, the parties hereby covenant, promise and agree each the other as follows:

1.0 Definitions

For the purpose of this Agreement, the following words or expressions shall have ascribed to them the meanings indicated as follows:

- a) **"Agreement"** means this Agreement including all schedules thereto, as amended from time to time;
- b) **"Board of Directors"** means the Board of Directors of Community

Connection;

- c) **"Director"** means the Director of Human Services for the County and any successor officer appointed or designated as responsible for the service areas included in that office;
- d) **"Committee"** means the Human Services Committee for the County and any such committee named its successor and any other committee identified by council;
- e) **"Confidential Information"** means information disclosed to or obtained by Community Connection from the County in connection with the fulfillment of the terms of this Agreement and which should be treated as confidential in accordance with the Municipal Freedom of information and Privacy Act (MFIPPA);
- f) **"Council"** mean the council of the County.

2.0 Provision of Service

Community Connection agrees:

- 2.1** To provide the services as outlined in the agreement;
- 2.2** To participate, as reasonably requested and agreed in advance between the parties, in such community initiatives that are relevant to the delivery of the Services in the County of Bruce collaboratively with Bruce County and other relevant partner organizations.

3.0 Term and Termination

3.1 This Agreement shall commence on the January 1, 2020 and shall continue until December 31, 2022 unless terminated under Section 3.2 of this Agreement.

3.2 (a) This Agreement shall be terminated by giving written notice if,

- (i) Community Connection has become insolvent, committed an act of bankruptcy, or purported to assign the benefit of this Agreement without approval from the County; or
- (ii) the County determines upon reasonable grounds that the Community Connection is in breach of the terms of this Agreement and has provided reasonable notice to the Community Connection of the breach and it remains unremedied after such reasonable notice period.

(b) Notwithstanding subsection (a), either party may terminate the whole of this Agreement by giving the other party sixty (60) days prior notice in writing.

3.3 In the event that this Agreement is terminated under section 3.2, Community Connection shall be paid for Services rendered up to and during the notice period.

4.0 Grant

The County shall make a grant annually to Community Connection in the amount of \$15,023 (the "Grant") to be used for the purposes set out in Section 5.0 of this Agreement. The annual Grant shall be paid during the Term of this Agreement, commencing January 1, 2020. Payments will be disposed as follows: March 1, 2020; March 1, 2021; March 1, 2022.

5.0 Use of Grant Funds

- (a) Community Connection covenants and agrees that Grant Funds shall be used to provide the following Services (the "services") to the County:
- i. Database and Online Directory. The existing Community Services Database, containing information on over 1,400 community, health and social services, will be continually updated and maintained to endeavor to ensure accuracy and quality of information. The database will be used by the Call Centre Services when assisting callers, as well as made available for the general public on www.211ontario.ca and other online public directories.
 - ii. Call Centre Services: "211", a community telephone helpline which provides a 24 hours, 7 days per week, free and confidential service for callers regarding services in the County of Bruce and operated by Community Connection as part of an integrated province-wide service. The call centre offers bilingual services and has access to on-demand interpretation service in more than 150 languages, as well as access for people who are deaf or hearing impaired.
 - iii. Pre and Post Disaster Database: Community Connection will develop, maintain, and make available to Bruce County residents, an accurate, up-to-date database that contains information about available community resources that provide services in times of disaster. The database will include organizations with a formal role in emergency response as well as organizations that emerge in the context of a particular disaster, specific relief and recovery services that are created in response to specific needs of the community.
 - iv. Public Information Line: Community Connection will be prepared to provide 24 hours, 7 days per week information and referral services to the community during (when appropriate and possible) and following a disaster or other emergency as declared by the County. This includes assessing the needs of callers, evaluating appropriate resources, indicating organizations capable of meeting those needs, helping callers for whom services are unavailable by locating alternate resources and actively participating in linking callers to

needed services or volunteer opportunities as defined by the County.

- v. Data Analysis and Reporting: Community Connection will report on service use, user demographics, caller needs, unmet needs and service outcomes at the end of each calendar year or as otherwise requested.
 - vi. Social Determinants of Health Navigation: Community Connection will endeavor to establish relationships with primary care providers and clinicians at the Family Health Teams and Community Health Centres in Bruce County. The relationships will establish an e-referral to Community Connection for patients impacted by the social determinants of health and provide a closed-loop report from Community Connection back to the health provider. Health services database resources will be enhanced and maintained. Specialized reporting on health navigation will be provided at least annually.
- (b) Any change to the nature of activities for which the Grant has been made shall be subject to the prior approval of the Director.
 - (c) Community Connection warrants and represents to the County that no funds advanced to it shall be used for the personal benefit of any director, officer, committee member or employee of Community Connection, or used for any other program or client. Should any funds be used for any improper purpose, the amount of any such personal benefit derived shall be deemed to be a loan and shall become immediately due and payable with interest at 5% on demand by the County.
 - (d) Community Connection shall use an interest accrued on the County Grant for the purposes set out in Section 4.1 and for no other purpose.

6.0 Reporting Requirements

In addition to any other reporting provisions herein contained:

- (a) Community Connection will maintain Service records with regard to each service being provided and prepare and submit the required information as identified. Such reports may include program data such as number of calls, referrals, assessments and other program information as the County reasonably requires.
- (b) Community Connection will prepare and submit to the County program reports acceptable to the County, acting reasonably, respecting the Services being provided.

7.0 Financial Records and Reports

- (a) Community Connection will maintain financial records and books of account respecting Services provided pursuant to this Agreement and will allow County Staff, or such other persons as may be appointed by the County from time to time, acting reasonably, to inspect and audit such books and records at all reasonable times both during the term of this Agreement and for a reasonable period subsequent to its expiration or termination.
- (b) The entire amount of the annual Grant shall be used during the calendar year of the Agreement. Any unused portion of the Grant monies shall be immediately returned to the County.
- (c) The County Auditor, or anyone designated in writing by the Director, may audit and inspect accounts, records, receipts, vouchers, and other documents relating to the Grant and in the possession of Community Connection or its employees and shall have the right to make copies thereof and to take extracts from.
- (d) Community Connection will retain the records and books of account referred to in subsection (c) for a period of seven (7) years.

8.0 Acknowledgement of County of Bruce

Community Connection shall on all written material, reports, events, signage or publicity which are paid for in full or in part with funds from the Grant, acknowledge the financial support of the County in a way satisfactory to the Director.

9.0 Confidentiality

Community Connection will hold confidential and will not disclose or release to any person other than County Staff or as required in the provision of the Services to recipients of the service, at any time during or following the term of this Agreement, except where required by law, any information or document that tends to identify any individual in receipt of Services without obtaining the written consent of the individual prior to the release or disclosure of such information or document. The County shall be bound by the same duty of confidentiality as required of Community Connection.

10.0 Human Rights Code

It is a condition of this Agreement and every Agreement entered into pursuant to the performance of this Agreement, that no right under section five (5) of the Ontario Human Rights Code will be infringed. Breach of this condition is sufficient grounds for termination of this Agreement.

11.0 Indemnification

In its provision of the Services, Community Connection, both during and following the

end of the term of this Agreement, indemnifies and holds harmless the County of Bruce, 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 by whomsoever made, directly or indirectly arising out of this Agreement attributable to bodily injury, sickness, disease or death or to damage or destruction of tangible property caused by any acts or omissions of the Operator, its officers, agents, servants, employees, volunteers, invitees or licensees provided by the Operator pursuant to this Agreement. This clause shall survive the termination of this Agreement.

12.0 Insurance

Community Connection shall, at its expense, maintain and keep in force during the term of the Agreement Commercial General Liability Insurance in the amount of \$5,000,000. Such insurance shall be purchased from a financially responsible insurance company qualified to do business in the Province of Ontario. Community Connection shall notify the County of any change, cancellation or expiration in coverage at least thirty (30) days prior to same and the County shall be named as additional insured on such coverage.

13.0 Disposition

The Operator will not sell, change the use, or otherwise dispose of any item (unless disposable by its nature), furnishing or equipment purchased with County funds pursuant to this Agreement without the prior written consent of the County, which may be given subject to such conditions, as the County deems advisable.

14.0 Amendments

This Agreement and its Schedule may be amended from time to time through an amendment made in writing and duly signed by the parties to this Agreement.

15.0 Non-Assignment and Change in Ownership

- (a) Community Connection is a non-share capital, non-profit Ontario Corporation accorded charitable status by Canada Revenue Agency.
- (b) Community Connection shall advise the Director forty-five (45) days in advance of any proposed changes to its organizational structure.
- (c) Community Connection will not assign this agreement, or any part thereof, without the prior written approval of the County, which approval may be withheld by the County in its sole discretion or given subject to such conditions as the County may impose.

16.0 Laws

Community Connection agrees that the Community Connection and its employees and representatives, if any, shall at all times comply with any and all applicable federal, provincial and municipal laws, ordinances, statutes, rules, regulations and orders in respect of the performance of this Agreement, including but not limited to the *Occupational Health and Safety Act* and the *Workplace Safety and Insurance Act*.

17.0 Waivers

Any waiver by the County of the strict compliance by Community Connection with a term, covenant or condition in this agreement, or any indulgence granted by the County to Community Connection is not considered to be a waiver of a subsequent default or breach by Community Connection, nor entitle Community Connection to a similar indulgence.

18.0 Independent Contractor

The County and Community Connection shall not be deemed to be carrying on a partnership relating to the delivery of services pursuant to this Agreement and the parties hereto agree that the Operator is an entirely independent contractor providing such services for the County pursuant to the terms and conditions of this Agreement.

19.0 Overpayment

If for any reason Community Connection is overpaid under this Agreement, the County will deduct the amount of the overpayment from any future monies owing to Community Connection or require Community Connection to return the funds to the County by way of a cheque to the County or the County will collect the overpayment from the Operator through a court of competent jurisdiction.

20.0 Notice

Any notice required pursuant to this Agreement shall be in writing and delivered to:

In the Case of the County

Director, Human Services
The Corporation of the County of Bruce
30 Park Street, PO Box 399
Walkerton, ON N0G 2V0

In the Case of Community Connection

Community Connection
Box 683, 275 First Street
Collingwood, Ontario L9Y 4E8

Any notice given in accordance with this provision shall be deemed to have been received upon delivery, if delivered personally, or five (5) days after posting, if mailed by prepaid registered mail.

IN WITNESS WHEREOF the Parties hereto have affixed their respective corporate seals

as attested to by the Signatures of the Signing Officers of their respective proper signing officers in that behalf duly authorized.

SIGNED, SEALED AND DELIVERED THE CORPORATION OF THE COUNTY OF BRUCE

Name:
Warden:

Name:
Clerk:

COMMUNITY CONNECTION

Name:
Title:

Name:
Title:

Signed this December 5, 2017



By-law Number 2019-070

**A by-law to adopt Amendment Number 247
to the County of Bruce Official Plan**

Authority is provided in Sections 17 and 21 of the Planning Act, R.S.O. 1990, as amended.

The Council for the Corporation of the County of Bruce enacts By-law 2019-070 as follows:

1. Amendment Number 247 to the County of Bruce Official Plan attached and forming part of this by-law is approved.
2. That this By-law come into force and take effect on the day of the final passing thereof, subject to the provisions of the Planning Act, R.S.O. 1990, as amended.

Passed this 5th day of December, 2019

Warden

**Donna Van Wyck
Clerk**

Part B – The Amendment

Introductory Statement

All of this part of the document entitled “Part B – The Amendment” and consisting of the following text, and attached map designated as Schedule “A”, constitutes Amendment Number 247 to the Bruce County Official Plan.

The Amendment

1. Schedule A: Land Use is amended by adding the following reference to the lands at Concession 6, East Part of Lot 23, Municipality of Kincardine (geographic Township of Bruce), County of Bruce:

‘Section 5.5.13.XX’

2. The Bruce County Official Plan is amended by adding the following subsection to Section 5.5.13 – Exceptions – Agricultural Areas:

“Murray (OPA 247)

Notwithstanding the policies of Sections 5.5.6 (Farm Size), the lands described as Site Specific Policy Area 5.5.13.XX on Schedule ‘A’ Land Use Plan, may have a retained lot that is undersized.”



By-law Number 2019-071

A by-law to confirm proceedings of the Council of the County of Bruce at its meeting held the 5th day of December, 2019

Section 5(1) of the Municipal Act, 2001, as amended, provides that the powers of a municipal corporation are exercised by its Council;

Section 5(3) of the Municipal Act, 2001, as amended, provides that municipal powers shall be exercised by by-law;

The Council for the Corporation of the County of Bruce enacts By-law 2019-071 as follows:

1. The actions of the Council of the Corporation of the County of Bruce in respect of all recommendations, minutes of committees, all motions and resolutions and all other actions passed and taken by the Council of the Corporation of the County of Bruce, documents and transactions entered into during the December 5, 2019 session of Council, are hereby adopted and confirmed, as if the same were expressly included in this by-law.
2. The Warden and the proper officials of The Corporation of the County of Bruce are authorized and directed to do all things necessary to give effect to the December 5, 2019 session referred to in Section 1 of this by-law.
3. The Warden and Clerk are hereby authorized and directed to execute all documents necessary to the action taken by this Council as described in Section 1 of this by-law and to affix the corporate seal to all documents referred to in Section 1.

Passed this 5th day of December, 2019

Warden

Donna Van Wyck
Clerk