

## COUNTY OF RENFREW

### DEVELOPMENT AND PROPERTY DEPARTMENT REPORT

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**TO:** Development and Property Committee  
**FROM:** Craig Kelley, Director of Development and Property  
**DATE:** September 14, 2021  
**SUBJECT:** Department Report

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#### INFORMATION

1. **Treasurer's Report**

Attached as Appendix I is a copy of the June 2021 Treasurer's Report for the Development and Property Department.

2. **Renfrewshire, Scotland Twinning Partnership [Strategic Plan Goal No. 3]**

On July 15, 2021, Director Craig Kelley and Chief Administrative Officer Paul Moreau participated in a virtual meeting with representatives from Renfrewshire, Scotland to discuss preliminary plans for a virtual signing celebration of the Twinning Partnership amongst the two communities. Among the items discussed were timing, engagement of our area youth, areas of interest, and future meeting schedule. At this time, it appears that the virtual event will take place in mid-Fall, with an agenda and program still to be worked out. Renfrewshire is hoping to have final approval of the draft agreement on their end within the next few weeks. On behalf of Renfrew County, staff will be working with members of economic development and tourism along with members of this Committee to finalize celebration details, and further engagement with the representatives from Renfrewshire. More details will be made available when developed further.

**3. Funding Acknowledgements**

Attached as Appendix II are two letters of congratulations from the Honourable John Yakabuski, Renfrew-Nipissing-Pembroke for the successful grant applications for the rehabilitation of the Ottawa Valley Recreational Trail/Algonquin Trail for 1) Investing in Canada Infrastructure Program (ICIP) COVID-19 Resilience Infrastructure Stream – Local Government Intake, and 2) Ontario Rural Economic Development (RED) Program.

**4. Residential Market Activity**

Attached as Appendix III is the residential market activity for the month of August and year-to-date for all the municipalities within the County of Renfrew.

**5. Service Delivery Improvement Project (SDIP) [Strategic Plan Goal No. 3]**

On August 25, 2021, the County Administration Building was officially opened to the public at a special ceremony featuring members of County Council. We are still addressing some minor deficiencies and will continue to do so over the next month with the architect and the contractor. All staff have now moved into their respective workstations. Paramedic Services began their transition into the building on September 1, 2021 and will be working on outfitting their space in the short term, including the Emergency Operations Centre/Training Area.

**RESOLUTIONS**

**6. 50-30 Challenge: Your Diversity Advantage [Strategic Plan Goal No. 1]**

**Recommendation:** THAT the Development and Property Committee recommend that County Council support an application to the 50-30 Challenge: Your Diversity Advantage to make aspirational commitments to accelerate diversity actions already taking place in many Canadian organizations and to encourage other Canadian organizations in adopting practices to improve equity.

### **Background**

The [50-30 Challenge: Your Diversity Advantage](#) is an initiative between the Government of Canada, business and diversity organizations. A request for proposal has been launched for the development of tools and resources for Canadian organizations to implement equality, diversity and inclusion practices within their workforce. The goal of the program is to challenge Canadian organizations to increase the representation and inclusion of diverse groups within their workplace, while highlighting the benefits of giving all Canadians a seat at the table. Organizations wishing to participate are requested to complete the [online application form](#).

## **7. Support for Affordable Internet**

**Recommendation:** THAT the Development and Property Committee recommend that County Council support the resolution received from the Municipality of Chatham-Kent requesting the Federal and Provincial Governments support for affordable internet for all Canadians; AND FURTHER THAT this resolution be circulated to the Premier of Ontario, Ontario Ministry of Industry, local MPPs, the Association of Municipalities Ontario, the Federation of Canadian Municipalities and the local municipalities.

### **Background**

Attached as Appendix IV is a letter and council resolution from the Municipality of Chatham-Kent requesting the Federal and Provincial Governments support for affordable internet for all Canadians.

## **8. Economic Development Division**

Attached as Appendix V is the Economic Development Division Report, prepared by Mr. Alastair Baird, Manager of Economic Development, providing an update on activities.

## **9. Ottawa Valley Tourist Association**

Attached as Appendix VI is the Ottawa Valley Tourist Association Report, prepared by Mr. Alastair Baird, Manager of Economic Development, providing an update on activities.

**10. Enterprise Renfrew County**

Attached as Appendix VII is the Enterprise Renfrew County Report, prepared by Mr. Alastair Baird, Manager of Economic Development, providing an update on activities.

**11. Forestry and GIS Division**

Attached as Appendix VIII is the Forestry and GIS Division Report, prepared by Mr. Jason Davis, Manager of Forestry and GIS, providing an update on activities.

**12. Real Estate Division**

Attached as Appendix IX is the Real Estate Division Report, prepared by Mr. Kevin Raddatz, Manager of Real Estate, providing an update on activities.

**13. Planning Division**

Attached as Appendix X is the Planning Division Report, prepared by Mr. Bruce Howarth, Acting Manager of Planning Services, providing an update on activities.

**COUNTY OF RENFREW**  
**TREASURER'S REPORT - Development & Property Committee**  
**June 2021**

			over / (under)	
	<u>YTD ACTUAL</u>	<u>YTD BUDGET</u>	<u>VARIANCE</u>	<u>FULL YEAR BUDGET</u>
<b><u>PROPERTY - Pembroke Admin</u></b>	<b><u>86,494</u></b>	<b><u>222,544</u></b>	<b><u>(136,050)</u></b>	<b><u>411,486</u></b>
Advertising	0	498	(498)	1,000
Capital - under threshold	0	0	0	0
COVID	1,746	0	1,746	0
Depreciation	113,475	113,502	(27)	227,000
Elevator Maintenance	3,363	3,876	(513)	7,755
Employee Benefits	32,440	33,780	(1,340)	67,556
Garbage Disposal	2,629	3,000	(371)	6,000
Groundskeeping	2,031	2,880	(849)	5,765
Insurance	35,813	33,572	2,241	33,572
Janitorial Contract	50,342	55,002	(4,660)	110,000
Legal	0	1,002	(1,002)	2,000
Lights, Heat & Power	35,022	61,500	(26,479)	123,000
Mechanical	9,725	9,948	(223)	19,890
Memberships/Subscriptions	793	1,248	(455)	2,500
Miscellaneous	832	1,398	(566)	2,800
Office Supplies	11,648	13,776	(2,128)	27,546
Professional Development	0	2,502	(2,502)	5,000
Recoveries - County	(229,461)	(14,022)	(215,439)	(28,052)
Recoveries - Other	786	(6,252)	7,038	(12,500)
Revenue - Provincial - One Time	(1,746)	0	(1,746)	0
Recruitment	1,862	378	1,484	750
Repairs & Maintenance	13,392	29,694	(16,302)	59,384
Revenue - Lease	0	(145,998)	145,998	(292,000)
Salaries	111,673	114,302	(2,629)	228,600
Security & Monitoring	554	3,060	(2,506)	6,120
Special Projects	0	12,498	(12,498)	25,000
Surplus Adjustment - Capital	1,302,721	1,054,998	247,723	2,110,000
Surplus Adjustment - Depreciation	(113,475)	(113,502)	27	(227,000)
Surplus Adjustment - TRF from Reserves	(1,302,721)	(1,054,998)	(247,723)	(2,110,000)
Surplus Adjustment - TRF to Reserves	0	0	0	0
Telephone	1,235	750	485	1,500
Travel	482	2,400	(1,918)	4,800
Vehicle Expenses	1,333	1,752	(419)	3,500
<b><u>PROPERTY - Renfrew County Place</u></b>	<b><u>(147,931)</u></b>	<b><u>(133,618)</u></b>	<b><u>(14,313)</u></b>	<b><u>(234,273)</u></b>
Bad Debts Expense	0	0	0	0
Capital - Under Threshold	0	0	0	0
Depreciation	97,738	96,498	1,240	193,000
COVID	26,582	0	26,582	0
Elevator Maintenance	2,750	3,474	(724)	6,948
Garbage Removal	2,290	1,950	340	3,903
Groundskeeping	11,554	10,968	586	21,931
Insurance	15,941	15,886	55	15,886
Insurance Claim Costs	0	0	0	0
Janitorial Contract	41,343	47,610	(6,267)	95,217
Lease Revenue- Outside	(171,858)	(172,488)	630	(344,976)
Lights, Heat & Power	48,820	47,502	1,318	95,000
Mechanical	18,690	8,322	10,368	16,646
Miscellaneous	505	2,490	(1,985)	4,972
Municipal Taxes	8,336	8,000	336	16,000
Office Supplies / Admin Costs	1,000	3,528	(2,528)	7,060
Recoveries - County	(160,798)	(171,300)	10,502	(342,594)
Revenue - Provincial - One Time	(26,582)	0	(26,582)	0

**COUNTY OF RENFREW**  
**TREASURER'S REPORT - Development & Property Committee**  
**June 2021**

			over / (under)	
	<u>YTD ACTUAL</u>	<u>YTD BUDGET</u>	<u>VARIANCE</u>	<u>FULL YEAR BUDGET</u>
Recoveries - Outside	0	(7,998)	7,998	(16,000)
Repairs & Maintenance	15,003	19,686	(4,683)	39,372
Salaries	17,166	45,812	(28,646)	91,627
Security & Monitoring	1,326	2,940	(1,614)	5,882
Surplus Adjustment - Capital	0	61,002	(61,002)	122,000
Surplus Adjustment - Depreciation	(97,738)	(96,498)	(1,240)	(193,000)
Surplus Adjustment - TRF from Reserves	0	(61,002)	61,002	(122,000)
Surplus Adjustment - TRF to Reserves	0	0	0	48,853
Special Projects	0	0	0	0
<b><u>PROPERTY - Base Stations</u></b>	<b><u>(88,916)</u></b>	<b><u>(82,500)</u></b>	<b><u>(6,416)</u></b>	<b><u>0</u></b>
BLDG - Repairs & Maint	27,190	16,980	10,210	33,952
Capital Under Threshold	0	0	0	0
COVID	270	0	270	0
Depreciation	30,863	30,882	(19)	61,750
Groundskeeping	20,928	22,452	(1,524)	44,904
Internal Charges	0	0	0	0
Janitorial Contract	10,715	15,798	(5,083)	31,593
Lights, Heat & Power	14,463	18,150	(3,687)	36,300
Mechanical	361	5,364	(5,003)	10,727
Misc - Building Expenses	1,656	3,120	(1,464)	6,240
Recoveries - County	(164,230)	(164,364)	134	(328,725)
Recoveries - Provincial One Time	(270)	0	(270)	0
Recoveries - Outside	0	0	0	0
Surplus Adjustment - Capital	0	0	0	15,000
Surplus Adjustment - Depreciation	(30,863)	(30,882)	19	(61,750)
Surplus Adjustment - TRF from Reserves	0	0	0	(15,000)
Surplus Adjustment - TRF to Reserves	0	0	0	165,009
Special Projects	0	0	0	0
<b><u>PROPERTY - Arnprior Office</u></b>	<b><u>(42,450)</u></b>	<b><u>(40,348)</u></b>	<b><u>(2,102)</u></b>	<b><u>0</u></b>
Bldg - Repairs & Maintenance	1,852	2,748	(896)	5,500
Capital Under Threshold	0	0	0	0
Depreciation	19,223	19,002	221	38,000
COVID	0	0	0	0
Groundskeeping	2,579	2,010	569	4,023
Insurance	2,709	2,678	31	2,678
Janitorial Contract	14,871	13,500	1,371	27,000
Legal	0	0	0	0
Lights, Heat & Power	4,047	6,624	(2,578)	13,249
Mechanical	440	1,002	(562)	2,000
Misc Bldg Other	0	252	(252)	500
Purchased Service	0	0	0	0
Recoverable County	(69,087)	(69,912)	825	(139,825)
Recoverable Outside	0	0	0	0
Revenue - Provincial - One Time	0	0	0	0
Security	140	750	(610)	1,500
Telephone	0	0	0	0
Surplus Adjustment - TRF to Reserves	0	0	0	83,375
Surplus Adjustment - Depreciation	(19,223)	(19,002)	(221)	(38,000)
Surplus Adjustment - Capital	0	0	0	0
Surplus Adjustment - TRF from Reserves	0	0	0	0
<b><u>PROPERTY - Renfrew OPP</u></b>	<b><u>(65,533)</u></b>	<b><u>(74,153)</u></b>	<b><u>8,620</u></b>	<b><u>0</u></b>

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	<u>YTD ACTUAL</u>	<u>YTD BUDGET</u>	<u>VARIANCE</u>	<u>FULL YEAR BUDGET</u>
Salaries / Benefits	24,142	9,522	14,620	19,041
Capital Under Threshold	0	0	0	0
Expenses Recoverable from Others	560	0	560	0
Garbage Removal	1,145	1,050	95	2,100
Groundskeeping	10,854	14,760	(3,906)	29,520
Heat, Light & Power	0	0	0	0
Insurance	12,235	12,078	157	12,078
Interest Expense	10,009	10,009	(0)	112,988
Internal Charges	5,878	5,874	4	11,752
Janitorial Contract	0	0	0	0
Depreciation	57,879	57,750	129	115,500
Mechanical	2,951	0	2,951	0
Municipal Taxes	21,535	20,328	1,207	40,656
Office Expenses	1,360	0	1,360	0
Repairs & Maint	6,549	15,756	(9,207)	31,510
Revenue - Lease - Base Rent	(230,579)	(230,580)	1	(461,158)
Revenue - Lease - Expense Recoveries	(79,431)	(73,326)	(6,105)	(146,657)
Security/Monitoring	6,881	0	6,881	0
Surplus Adjustment - Capital	0	0	0	0
Surplus Adjustment - Depreciation	(57,879)	(57,750)	(129)	(115,500)
Surplus Adjustment - From Reserves	0	0	0	0
Surplus Adjustment - Debt Principal Payments	140,376	140,376	(0)	282,865
Surplus Adjustment - TRF To Reserves	0	0	0	65,305

<b><u>FORESTRY DEPT.</u></b>	<b><u>(8,383)</u></b>	<b><u>16,857</u></b>	<b><u>(25,240)</u></b>	<b><u>28,130</u></b>
Advertising	0	150	(150)	300
Benefits	22,879	0	22,879	0
Conventions	195	900	(705)	1,800
COVID	0	0	0	0
Depreciation	11,450	11,502	(52)	23,000
Legal	0	450	(450)	900
Maintenance Operations	0	0	0	0
Memberships/Subscriptions	7,049	4,452	2,597	8,900
Miscellaneous	87	498	(411)	1,000
Office Supplies	1,373	1,452	(79)	2,900
Professional Development	0	750	(750)	1,500
Revenue - Provincial - One Time	0	0	0	0
Recoveries - Other	0	(1,002)	1,002	(2,000)
Revenues - Timber Sales	(103,062)	(90,000)	(13,062)	(180,000)
Salaries	54,613	82,155	(27,542)	164,301
Small Tools / Supplies	0	498	(498)	1,000
Special Project - Well Remediation	0	1,800	(1,800)	3,600
Special Project	0	1,248	(1,248)	2,500
Surplus Adjustment - Capital	0	0	0	0
Surplus Adjustment - Depreciation	(11,450)	(11,502)	52	(23,000)
Surplus Adjustment - TRF to Reserves	0	0	0	8,529
Surplus Adjustment - TRF from Reserves	0	0	0	(14,100)
Travel	3,168	2,502	666	5,000
Tree Marking	893	3,252	(2,359)	6,500
Tree Planting	0	4,002	(4,002)	8,000
Vehicle Expenses	4,422	3,750	672	7,500
Weed Inspection	0	0	0	0

<b><u>TRAILS DEPT.</u></b>	<b><u>46,170</u></b>	<b><u>150,306</u></b>	<b><u>(104,136)</u></b>	<b><u>312,113</u></b>
Salaries / Benefits	7,328	8,372	(1,044)	16,747
Salary Allocations	24,598	24,594	4	49,192
Algonquin - Rental Recoveries	(17,253)	(15,000)	(2,253)	(25,000)

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Algonquin Trail Development	27,703	124,002	(96,299)	248,000
Algonquin Trail Federal Recoveries	0	0	0	0
Algonquin Trail Municipal Recoveries	0	0	0	0
Algonquin Trail Donations	0	0	0	(3,500,000)
Algonquin Trail Other Recoveries	0	0	0	0
Algonquin Trail Prov Recoveries	0	0	0	0
Bad Debt Expense	1,280	0	1,280	0
CN Rail Development	0	0	0	0
K&P Rail Line Development	2,119	14,088	(11,969)	28,174
K&P Rail Recoveries - Provincial	0	(6,500)	6,500	(6,500)
K&P Rail Recoveries Municipal	0	0	0	0
Office Expense	36	252	(216)	500
Recruitment	0	498	(498)	1,000
Surplus Adj - Capital	361	0	361	3,534,000
Surplus Adj - Trf From Reserve	0	0	0	(34,000)
Travel	0	0	0	0
<b><u>GIS</u></b>	<b><u>151,580</u></b>	<b><u>123,127</u></b>	<b><u>28,453</u></b>	<b><u>246,247</u></b>
Salaries	83,345	87,945	(4,600)	175,893
Benefits	23,688	22,678	1,010	45,354
Depreciation	1,427	0	1,427	0
Conventions	31	252	(221)	500
Professional Development	0	252	(252)	500
Travel	0	252	(252)	500
Office Supplies	179	498	(319)	1,000
Computer Supply/Maintenance	15,923	16,002	(79)	32,000
Cell Telephone/Pagers	154	0	154	0
Membership	0	0	0	0
Special Project	0	0	0	0
Surplus Adjustment - Capital	28,420	0	28,420	0
Surplus Adjustment - Depreciation	(1,427)	0	(1,427)	0
Surplus Adjustment - Transfer From Reserves	0	0	0	0
Recoverable Outside	(355)	(1,752)	1,397	(3,500)
Recoverable Federal	0	0	0	0
Recoveries - Municipal	0	(4,002)	4,002	(8,000)
Weed Inspection	195	1,002	(807)	2,000
<b><u>ECONOMIC DEVELOPMENT</u></b>	<b><u>205,033</u></b>	<b><u>279,990</u></b>	<b><u>(74,957)</u></b>	<b><u>628,476</u></b>
Benefits	35,171	33,690	1,481	67,384
Business Directory	0	0	0	0
Computer Maintenance	2,114	1,500	614	3,000
Conventions	0	750	(750)	1,500
Depreciation	0	0	0	0
COVID	0	0	0	0
Hospitality	0	402	(402)	800
Expenses Recovered from Others	0	0	0	0
Legal	0	0	0	0
Marketing Program	33,546	34,998	(1,452)	70,000
Memberships/Subscriptions	3,414	1,248	2,166	2,500
Miscellaneous	0	0	0	0
Office Expense	2,179	1,998	181	4,000
Ottawa River Waterway Project	0	0	0	0
Professional Development/Staff Training	13	372	(359)	750
Recoveries - Federal	(20,077)	(4,998)	(15,079)	(10,000)
Recoveries-Other	(490)	(4,998)	4,508	(10,000)
Recoveries-Provincial	0	(16,002)	16,002	(32,000)
Recoveries - Provincial - Winter Games	(10,717)	0	(10,717)	0



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Salaries	120,545	127,036	(6,492)	254,072
Special Projects- Ride Share	0	12,000	(12,000)	30,000
Special Projects - RED	6,106	3,498	2,608	7,000
Special Projects - Agriculture	22,470	0	22,470	22,470
Special Projects -Winter Games	10,717	80,000	(69,283)	200,000
Special Projects - Renfrewshire	0	4,998	(4,998)	10,000
Surplus Adjustment - Capital	0	0	0	0
Surplus Adjustment - Depreciation	0	0	0	0
Surplus Adjustment - Transfer From Reserves	0	0	0	0
Travel	43	3,498	(3,455)	7,000
<b><u>ENTERPRISE CENTRE</u></b>	<b><u>14,028</u></b>	<b><u>11,024</u></b>	<b><u>3,003</u></b>	<b><u>28,055</u></b>
Benefits	17,341	17,602	(261)	35,208
Marketing	1,897	2,748	(851)	5,500
Miscellaneous	0	0	0	0
Office Expenses	1,222	1,998	(776)	4,000
COVID	0	0	0	0
Professional Development	0	348	(348)	700
Purchased Service	3,131	3,132	(1)	6,262
Recoveries - Federal	0	0	0	0
Recoveries - Municipalities	(6,000)	(6,000)	0	(6,000)
Recoveries - Other	0	(2,502)	2,502	(5,000)
Recoveries - Provincial	(71,681)	(82,098)	10,417	(164,200)
Recoveries - Provincial - One Time	(12,677)	0	(12,677)	0
Salaries	66,056	69,706	(3,650)	139,411
Special Projects	13,643	2,502	11,141	5,000
Special Projects - Summer Company	5,183	10,500	(5,317)	21,000
Summer Company - Provincial Revenue	(5,183)	(10,500)	5,317	(21,000)
Starter Company - Provincial Revenue	(35,888)	(30,000)	(5,888)	(60,000)
Starter Company - Other Revenue	0	0	0	0
Starter Company - Special Projects	35,888	30,000	5,888	60,000
Telephone/Internet Access	1,075	1,752	(677)	3,500
Travel	20	1,836	(1,816)	3,674
<b><u>OTTAWA VALLEY TOURIST ASSOCIATION</u></b>	<b><u>98,479</u></b>	<b><u>138,144</u></b>	<b><u>(39,665)</u></b>	<b><u>276,288</u></b>
Salaries	62,728	93,496	(30,768)	186,991
Benefits	19,392	28,288	(8,896)	56,577
Direct Contribution to OVTA	16,360	16,360	0	32,720
Recoveries	0	0	0	0
<b><u>PLANNING DEPARTMENT</u></b>	<b><u>258,532</u></b>	<b><u>335,676</u></b>	<b><u>(77,144)</u></b>	<b><u>671,346</u></b>
Computer Supplies / Maintenance	10,336	6,000	4,336	12,000
Conventions	1,704	1,500	204	3,000
County Official Plan	0	498	(498)	1,000
COVID	204	0	204	0
Depreciation	0	0	0	0
Employee Benefits	92,017	85,318	6,699	170,632
Land Division Advertisement Costs	0	0	0	0
Legal Fees	409	498	(89)	1,000
Memberships	562	1,752	(1,190)	3,500
Miscellaneous	0	0	0	0
Office Expense	7,024	8,250	(1,226)	16,500
Professional Development	39	1,500	(1,461)	3,000
Recruitment	3,335	1,002	2,333	2,000
Revenues - Municipal Projects	0	(4,998)	4,998	(10,000)
Revenues - Other	(152)	(1,002)	850	(2,000)
Revenues - Service Charges	(32,675)	(17,502)	(15,173)	(35,000)

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	<u>YTD ACTUAL</u>	<u>YTD BUDGET</u>	<u>VARIANCE</u>	<u>FULL YEAR BUDGET</u>
Revenues - Severance Applications	(104,600)	(68,748)	(35,852)	(137,500)
Recoveries - Provincial - One Time	(204)	0	(204)	0
Revenues - Subdivision Applications	(35,150)	(12,498)	(22,652)	(25,000)
Salaries	315,493	326,606	(11,113)	653,214
Special Projects	0	0	0	0
Special Projects - Algonquin Land Claim	0	0	0	0
Surplus Adjustment - Capital	0	0	0	0
Surplus Adjustment - Depreciation	0	0	0	0
Surplus Adjustment - TRF from Reserves	0	0	0	0
Travel	191	7,500	(7,309)	15,000
<b>Total Development &amp; Property</b>	<b>507,103</b>	<b>947,049</b>	<b>(439,946)</b>	<b>2,367,868</b>



*From the Desk of*  
**John Yakabuski, MPP**  
*Renfrew-Nipissing-Pembroke*

*August 11<sup>th</sup>, 2021*

Warden Debbie Robinson  
 County of Renfrew  
 9 International Drive  
 Pembroke, ON  
 K8A 6W5

*Dear Warden Robinson:*

*It is with sincere pride that I congratulate you for having the provincial government support the county's request to rehabilitate the Algonquin Trail/Ottawa Valley Recreational Trail through the Investing in Canada Infrastructure Program (ICIP) COVID-19 Resilience Infrastructure Stream – Local Government Intake.*

*The impact this project will have on the community is not to be understated, because it will rehabilitate the Algonquin Trail and create potential future opportunities for economic development.*

*You have indicated the county's eagerness to work with the Ministry and enter into a payment agreement with the province, and so it seems to me you are ready and willing to get going. Congratulations!*

*Sincerely,*

**John Yakabuski, MPP**  
*Renfrew-Nipissing-Pembroke*



*From the Desk of*  
**John Yakabuski, MPP**  
*Renfrew-Nipissing-Pembroke*

*August 16<sup>th</sup>, 2021*

*Warden Debbie Robinson & Council*  
*c/o County of Renfrew*  
*9 International Drive*  
*Pembroke, ON K8A 6W5*



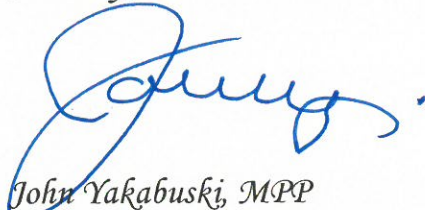
*Dear Warden Robinson & Council:*

*I would like to express my congratulations to your county for successfully obtaining two cost-share funding grants from Ontario's Rural Economic Development (RED) program. One will be \$29,350 for economic development for lower-tier municipalities and a First Nation community, and the other will be \$17,143 to rehabilitate the Ottawa Valley Recreational Trail between Arnprior and Pembroke.*

*The first grant will coordinate economic development marketing and outreach by consolidating information on a central website, doing promotion and hosting an economic summit. The second grant will establish safe user conditions on the OVRT by providing directional signage, security gates and wayfinding signage at key locations.*

*Investments in rural communities such as yours help diversify and grow local economies, making that economic growth more inclusive so rural Ontario can share in the province's economic prosperity.*

*Sincerely,*

  
*John Yakabuski, MPP*  
*Renfrew-Nipissing-Pembroke*

MLS® Residential Market Activity										
Month of August										
AREA	TWP	Units Sold		%	5 Year	Average Sale Price		%	5 Year	DOM
		2021	2020			2021	2020			
541	Admaston/Bromley	5	3	66.7%	4.2	483,600	206,667	134.0%	294,413	30.6
550	Arnprior	19	28	-32.1%	17.8	475,203	417,808	13.7%	337,515	26.9
581	Beachburg	2	1	100.0%	1.4	399,450	485,000	-17.6%	352,620	13.5
572	Brudenell/Lyndoch/Raglan	5	2	150.0%	2.4	472,380	278,000	69.9%	281,243	55.8
511	Chalk River	6	4	50.0%	7.2	301,867	215,725	39.9%	205,795	48.3
582	Cobden	3	6	-50.0%	2.4	402,000	257,117	56.3%	246,029	72.3
510	Deep River	13	14	-7.1%	10	360,338	235,200	53.2%	231,239	23.1
560	Eganville/Bonnechere	3	6	-50.0%	6	215,633	200,800	7.4%	193,340	28.3
542	Great Madawaska Twp	4	6	-33.3%	6.2	544,750	322,000	69.2%	391,110	25.8
512	Head Twps	2	0		0.8	421,250	-		216,583	60.5
544	Horton Twp	0	7	-100.0%	3	-	435,429	-100.0%	282,586	0
571	Killaloe/Round Lake	6	8	-25.0%	4.6	555,833	386,500	43.8%	340,017	23.7
513	Laurentian Hills North	0	2	-100.0%	0	-	383,750	-100.0%	383,750	0
531	Laurentian Valley Twps	11	20	-45.0%	14.4	560,914	414,124	35.4%	359,093	31.7
570	Madawaska Valley	10	14	-28.6%	9	500,250	292,400	71.1%	295,005	39.4
551	McNab/Braeside Twps	8	17	-52.9%	13	576,463	422,400	36.5%	363,036	54.9
561	N Algona/Wilberforce Twp	5	7	-28.6%	5.2	461,960	443,986	4.0%	310,786	34.4
530	Pembroke	37	37	0.0%	29.6	320,100	208,300	53.7%	211,237	30
520	Petawawa	24	30	-20.0%	28.6	416,877	337,900	23.4%	327,285	11
540	Renfrew	8	21	-61.9%	14.8	365,738	264,700	38.2%	250,847	28
580	Whitewater Region	12	13	-7.7%	8.4	473,742	433,885	9.2%	340,612	27.8
Total		183	246	-25.6%		\$ 425,499	\$ 328,500	29.5%		30.1
Year - To - Date										
AREA	TWP	Units Sold		%	5 Year	Average Sale Price		%	5 Year	DOM
		2021	2020			2021	2020			
541	Admaston/Bromley	20	15	33.3%	20	406,036	227,533	78.5%	281,969	20.9
550	Arnprior	138	135	2.2%	132.6	490,632	375,000	30.8%	334,446	16
581	Beachburg	16	23	-30.4%	17.2	396,713	299,700	32.4%	279,044	16.6
572	Brudenell/Lyndoch/Raglan	17	8	112.5%	12	415,871	296,100	40.4%	280,497	34.9
511	Chalk River	62	44	40.9%	50.4	281,703	196,177	43.6%	208,023	25.2
582	Cobden	29	23	26.1%	17.6	366,630	231,200	58.6%	218,261	34.1
510	Deep River	115	104	10.6%	77.8	301,291	220,200	36.8%	222,122	23.8
560	Eganville/Bonnechere	57	46	23.9%	47.8	335,098	240,400	39.4%	227,318	20.2
542	Great Madawaska Twp	49	51	-3.9%	42.4	578,620	359,423	61.0%	389,744	29
512	Head Twps	7	0		2.4	330,214	-		226,512	61.4
544	Horton Twp	39	26	50.0%	27	603,623	379,604	59.0%	374,691	24.2
571	Killaloe/Round Lake	31	32	-3.1%	21.2	440,220	336,000	31.0%	269,923	25.4
513	Laurentian Hills North	7	6	16.7%	4.4	469,343	420,583	11.6%	390,202	15.4
531	Laurentian Valley Twps	118	110	7.3%	94.6	386,019	333,469	15.8%	311,443	18.6
570	Madawaska Valley	69	60	15.0%	61.2	416,230	308,490	34.9%	300,193	35.8
551	McNab/Braeside Twps	71	80	-11.3%	71.2	596,795	443,200	34.7%	394,068	25.1
561	N Algona/Wilberforce Twp	48	35	37.1%	34.4	473,988	338,000	40.2%	317,182	17.8
530	Pembroke	293	219	33.8%	198.8	278,899	212,215	31.4%	210,977	22.6
520	Petawawa	361	349	3.4%	340.6	413,715	321,307	28.8%	321,256	11.1
540	Renfrew	90	80	12.5%	88.2	359,396	253,500	41.8%	246,405	20
580	Whitewater Region	71	66	7.6%	49.2	459,995	299,034	53.8%	294,839	19
Total		1708	1512	13.0%		\$ 396,778	\$ 300,100	32.2%		20.3
Compared to										
MLS® Residential Market		August 2021				Aug-20		Aug-19		Aug-18
New Listings		232				-6.5%		-0.4%		-2.9%
Active Listings		312				-10.6%		-55.7%		68.3%



## Appendix IV

August 11, 2021

The Right Honourable Justin Trudeau  
Prime Minister of Canada  
[Justin.Trudeau@parl.gc.ca](mailto:Justin.Trudeau@parl.gc.ca)

Federal Cabinet  
Via email to each Minister

The Honourable François-Philippe Champagne  
Minister of Innovation, Science and Industry  
[Francois-Philippe.Champagne@parl.gc.ca](mailto:Francois-Philippe.Champagne@parl.gc.ca)

### **Re: Council Resolution Supporting Affordable Internet**

Please be advised the Council of the Municipality of Chatham-Kent at its regular meeting held on August 9, 2021 passed the attached resolution.

Internet is a necessity, not a luxury for the vast majority of Canadians – a fact that has been highlighted throughout the ongoing COVID-19 pandemic. However, despite being an essential utility, too many people are struggling to afford reliable internet services, while some don't have access to broadband internet at all. Ontario residents, and Canadians from coast to coast to coast, should never have to choose between paying their internet bill and other essentials such as food, medication, or housing expenses.

On May 27<sup>th</sup>, the Canadian Radio-television and Telecommunications Commission (CRTC) arbitrarily reversed its 2019 Rates Order concerning wholesale internet rates charged by Canada's largest carriers to smaller companies. This decision was devastating for consumers as it effectively guarantees internet prices will continue to rise despite the fact that Canadians already pay some of the highest internet prices in the world. Additionally, this decision directly impacts many smaller internet service providers (ISPs) and threatens hundreds of well-paying jobs and tens of millions in investments that would benefit communities in Ontario.

Issued in August of 2019, the CRTC's 2019 Rates Order confirmed the large carriers [systematically broke](#) rate-setting rules to grossly inflate their costs of providing network access. The CRTC set new rates and ordered the large carriers to repay amounts they overcharged competitors during its proceeding. The 2019 Rates Order was based on a rigorous, evidence-based, 4-year long regulatory process. It was upheld on appeals by the Federal Court of Appeal, the Supreme Court of Canada, and the Federal Cabinet and was widely expected to be implemented this year. Instead, the CRTC arbitrarily and completely reversed the 2019 Rates Order, a decision that harms competition, reduces customer choice, and ignores the real and urgent need for affordable internet in Canada.

Not only do rural and remote communities continue to struggle to gain access to affordable broadband internet, the digital divide and lack of affordability remain an issue across all communities in Ontario, and Canada. For example, [a recent report by the Brookfield Institute at Ryerson University](#) found that more than a third of households in Toronto are worried about paying their home internet bills over the next few months. More than half of the city's low-income households also have download speeds below the national target of 50 megabits per second. Many rural and remote communities don't have access to broadband, or any internet services, at all. This would be problematic in the best of times, but is even more so now as the pandemic has made high-speed, affordable internet a necessity for education, work, and health care.

[A 2020 price study prepared by Wall Communications Inc.](#) for ISED found that internet prices increased across all service baskets over 2019, making Canada an international outlier among its peer countries. Without intervention from the federal government, who in 2019 promised to reduce internet prices for all Canadians, there is no doubt that this trend will continue.

The Federal Cabinet must overturn the decision now to ensure that affordable internet becomes a reality, not just an ideal. We are sharing this letter and Council resolution with representatives of, and leaders in, communities across Canada. We urge you and them to make this important issue your own, as it directly affects the people in their regions, and across Canada. As you all know, internet is now a necessary utility to all Canadians similar to gas, hydro, water and electricity. The CRTC decision has impacted over 1,200 small ISP's across Canada, thousands of jobs in your communities and negatively impacts millions of Canadians ability to receive affordable internet.

We would welcome the opportunity to discuss this critical issue with you at your earliest convenience, and to work together in making our concerns heard in support of affordable internet for all.

Sincerely,

A handwritten signature in black ink, appearing to read 'D. Canniff', with a stylized flourish at the end.

Darrin Canniff, Mayor/CEO  
Municipality of Chatham-Kent

Attachment: Council Resolution Supporting Affordable Internet

C: (via email)  
Honourable Doug Ford, Premier of Ontario  
Dave Epp, MP, Chatham-Kent-Leamington  
Lianne Rood, MP, Lambton-Kent-Middlesex  
Rick Nicholls, MPP, Chatham-Kent-Leamington  
Monte McNaughton, MPP, Lambton-Kent-Middlesex  
Association of Municipalities of Ontario (AMO)  
Federation of Canadian Municipalities (FCM)  
All Ontario Municipalities



**Whereas** internet connectivity is a basic necessity and essential utility for the vast majority of Canadians;

**Whereas** too many Canadians struggle to afford reliable, high-speed internet services, or do not have access to broadband internet at all;

**Whereas** the need for high-speed and affordable internet is always critical, but is even more so now as the COVID-19 pandemic has shown it is required for education, work, and health care;

**Whereas** independent studies have consistently shown that Canadians pay some of the highest prices for internet in the world and that internet prices have increased year over year;

**Whereas** the Canadian Radio-television and Telecommunications Commission's (CRTC) 2019 Rates Order set wholesale internet prices that would facilitate greater competition and promote innovative broadband services and more affordable prices for consumers;

**Whereas** the 2019 Rates Order was based on a rigorous, evidence-based, 4-year long regulatory process, and was upheld on appeal by unanimous decision of the Federal Court of Appeal, while the Supreme Court of Canada and the Federal Cabinet declined to review it;

**Whereas** on May 27, 2021, the CRTC decided to reverse its 2019 Rates Order, effectively guaranteeing that internet prices will continue to rise for consumers;

**Now therefore be it resolved that** the Municipality of Chatham-Kent call on the Federal Cabinet, Prime Minister Justin Trudeau, and ISED Minister Francois-Phillippe Champagne to overrule the CRTC's reversal and immediately implement the evidence-based 2019 Rates Order.

**Be it further resolved that** the Premier of Ontario, Ontario Minister of Industry, local MPPs, the Association of Municipalities of Ontario, all 444 Ontario municipalities and the Federation of Canadian Municipalities be sent correspondence of Council's resolution along with the attached letter.

**ECONOMIC DEVELOPMENT DIVISION REPORT**

Prepared by: Alastair Baird, Manager of Economic Development

Prepared for: Development and Property Committee

September 14, 2021

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**INFORMATION****1. Rural Economic Development (RED) Program [Strategic Plan Goal No. 1]**

Attached as Appendix ED-I is an announcement regarding the next intake of the Rural Economic Development (RED) Program which closes on October 1, 2021.

**2. Taste of the Valley – Cooking with Local Food Series [Strategic Plan Goal No. 1]**

Business Development Officer, David Wybou in collaboration with Katie Tollis, Community Development Officer from the Township of Laurentian Valley, working with videographer Shawn Behnke has produced a series of videos as part of a virtual Taste of the Valley featuring local chefs cooking with, and talking about, local food. On Monday, August 30, five separate episodes were shot in an outdoor kitchen that was set up at Hedgeview Farm, operated by farmer and market gardener Brenna Janson, in the Township of Laurentian Valley. The episodes feature five different chefs from Renfrew County from various local restaurants and catering companies, with all meals being prepared sourcing local food. The editing is expected to be completed by the third week of September and the videos will then be featured in successive weeks on the new Taste of the Valley ([TOTV.ca](http://TOTV.ca)) website as well as on various social media channels.

**3. Business Development and Growth [Strategic Plan Goal No. 1]**

Business Development Officer, David Wybou has recently been working with local software company, [Cyberstockroom.com](http://Cyberstockroom.com), located in Chalk River, Town of Laurentian Hills. Mr. Wybou has been assisting with government program outreach as well as connecting their senior leadership team with targeted contacts within the medical sector of the County of Renfrew.

**4. Statistical Collection and Sharing [Strategic Plan Goal No. 1]**

Business Development Officer, David Wybou assisted the Township of McNab/Braeside and Ontario Works Manager, Andrea Patrick regarding enquiries on the latest population statistics available for the County of Renfrew and municipalities. Both were seeking information on the most current populations and population growth projections. A September 3, 2021 update from Statistics Canada for Canadian Census Sub-division population provided estimates from 2016 to 2020, which was used to further estimate the population growth for 2021 to 2026. Please note that statistics from the 2021 Census are reportedly going to start being published by Stats Canada this coming February with various data sets rolling out over the course of 2022.

**5. Site Searches [Strategic Plan Goal No. 1]**

Two new site searches were initiated over the month of August/beginning of September and three clients with on-going site searches are working through due diligence and consideration of site options.

**6. Local Business Expansion [Strategic Plan Goal No. 1]**

An existing business is planning a major expansion on their present industrial footprint and economic development services is assisting them with connections to upper tier government support and funding programs.

**Ministry of Agriculture,  
Food and Rural Affairs**

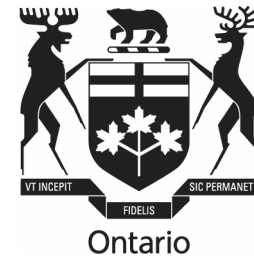
Office of the Minister

77 Grenville Street, 11th Floor  
Toronto, Ontario M7A 1B3  
Tel: 416-326-3074  
[www.ontario.ca/OMAFRA](http://www.ontario.ca/OMAFRA)

**Ministère de l'Agriculture, de  
l'Alimentation et des Affaires rurales**

Bureau du ministre

77, rue Grenville, 11<sup>e</sup> étage  
Toronto (Ontario) M7A 1B3  
Tél. : 416 326-3074  
[www.ontario.ca/MAAARO](http://www.ontario.ca/MAAARO)



August 18, 2021

Mr. Paul Moreau  
CAO/Clerk  
County of Renfrew  
[PMoreau@countyofrenfrew.on.ca](mailto:PMoreau@countyofrenfrew.on.ca)

Dear Mr. Moreau

I am pleased to announce the next application intake for the Rural Economic Development (RED) program will be from August 30, 2021 to October 1, 2021. You can find all program information, including how to apply, on my ministry's website at [ontario.ca/REDprogram](http://ontario.ca/REDprogram) on August 30, 2021.

In July 2019, we announced the revitalized RED program. Our updates put the focus on outcome-based projects that will have tangible benefits for Ontario's rural and Indigenous communities. The updates to the RED program better align with our government's priorities to remove barriers to investment, open doors to rural economic development and create good jobs across the province.

The program has two project categories:

- The **Strategic Economic Infrastructure** stream provides up to 30 per cent in cost-shared funding for minor capital projects that advance economic development and investment opportunities.
- The **Economic Diversification and Competitiveness** stream provides up to 50 per cent in cost-shared funding for projects that remove barriers to business and job growth, attract investment, attract or retain a skilled workforce, strengthen sector and regional partnerships and diversify regional economies.

Our government is committed to supporting economic growth in rural communities and ensuring Ontario is open for business.

I encourage you to take advantage of this funding opportunity and submit an application for your economic development project. Together, we can ensure Ontario's communities thrive.

Please accept my best wishes.

Sincerely,



Lisa M. Thompson  
Minister of Agriculture, Food and Rural Affairs

**COVID-19 Reminders**

- For vaccination booking details visit: <https://covid-19.ontario.ca/book-vaccine/>
- Follow your local public health/safety measures: <https://covid-19.ontario.ca/zones-and-restrictions>
- Practice physical distancing – stay 2 metres away from others in public
- Get the facts - [www.ontario.ca/page/covid-19-stop-spread](http://www.ontario.ca/page/covid-19-stop-spread)

Le 18 août 2021

Paul Moreau  
Directeur Général-Greffier  
County of Renfrew  
PMoreau@countyofrenfrew.on.ca

Monsieur,

Je suis heureuse d'annoncer que les demandes au titre du Programme de développement économique des collectivités rurales (Programme DECOR) seront acceptées du 30 août 2021 au 1<sup>er</sup> octobre 2021. Pour tout savoir sur ce programme, notamment comment présenter une demande, consultez le site Web de mon ministère, [ontario.ca/programmeDECOR](https://ontario.ca/programmeDECOR), dès le 30 août.

En juillet 2019, nous annonçons la bonification du programme. Les changements apportés mettent l'accent sur les projets axés sur les résultats qui auront des retombées tangibles pour les collectivités rurales et les communautés autochtones de l'Ontario. Grâce à ces changements, le Programme DECOR cadre mieux avec les priorités gouvernementales, soit éliminer les obstacles à l'investissement, favoriser le développement économique des collectivités rurales et créer des emplois intéressants partout dans la province.

Le Programme DECOR comprend deux volets :

- Le volet **Infrastructure économique stratégique**, dans le cadre duquel il est possible d'obtenir jusqu'à 30 % en financement à frais partagés pour de petits projets d'immobilisations qui stimulent le développement économique et les occasions d'investissement.
- Le volet **Diversification économique et compétitivité**, dans le cadre duquel il est possible d'obtenir jusqu'à 50 % en financement à frais partagés pour des projets qui éliminent les obstacles à la croissance des entreprises et de l'emploi, attirent des investissements, attirent une main-d'œuvre qualifiée ou permettent de la conserver, renforcent le secteur et les partenariats régionaux, et diversifient l'économie régionale.

Notre gouvernement est déterminé à contribuer à la croissance économique des collectivités rurales et à garantir que l'Ontario est ouvert aux affaires.

Je vous encourage à profiter du Programme DECOR et à présenter une demande pour votre projet de développement économique. Ensemble, nous pouvons faire prospérer l'Ontario.

Bonne chance avec vos projets.

Meilleures salutations.



La ministre de l'Agriculture, de l'Alimentation et des Affaires rurales,  
Lisa M. Thompson

**Rappels concernant la COVID-19**

- Prise de rendez-vous pour un vaccin : <https://covid-19.ontario.ca/rendezvous-vaccin/>
- Mesures sanitaires et de sécurité locales : <https://covid-19.ontario.ca/fr/mesures-de-sante-publique>
- Distanciation physique : on reste à deux mètres les uns des autres en public
- Information : <https://www.ontario.ca/fr/page/freinez-la-propagation-de-la-covid-19>

## OTTAWA VALLEY TOURIST ASSOCIATION REPORT

Appendix VI

Prepared by: Alastair Baird, Manager of Economic Development

Prepared for: Development and Property Committee

September 14, 2021

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### INFORMATION

#### 1. **Staffing Update [Strategic Plan Goal No. 3]**

We have hired a person to fill the position of Administrative and Business Development Assistant, vacated when Helen Giroux retired. After an extensive interview process, working through 52 applications, we have hired Emily England, an internal candidate who has worked in many departments in the County Administration Building over the past five years. Emily's broad experience in reception, public relations and finance make her eminently suitable for this role in Economic Development with Development and Property supporting the Ottawa Valley Tourist Association.

We are also pleased to share with Committee that the role of Tourism Industry Relations and Digital Marketing Coordinator has been filled by Erin Norris. Erin has a broad familiarity with tourism across the Ottawa Valley and has exciting ideas about marketing our wonderful tourism products and assisting our tourism operators to continue to improve their marketing and operations.

#### 2. **Journal de Montreal Travel Article on the Ottawa Valley [Strategic Plan Goal No. 1]**

Melissa Marquardt assisted travel writer Jadrino Huot with information and photographs for an article he wrote for the [Journal de Montreal on the Ottawa Valley](#). The article laid out a road trip for readers of the Journal to follow when exploring the Ottawa Valley.

#### 3. **International Travel Trade Development [Strategic Plan Goal No. 1]**

The Ottawa Valley Tourist Association and Ontario's Highlands Tourism Organization recently held a webinar for travel trade representatives from



Germany and Australia. This webinar continued to build our work on attracting tourists from these markets where we promoted our broad range of spring, summer and fall offerings and our specialized tours. This webinar provided updates on our winter tourism product as we build towards a broader re-opening to tourists and international visitors in the winter of 2022.

#### **4. Summary of Local Tourism Operator Experiences Summer 2021 [Strategic Plan Goal No. 1]**

As Ontario re-opened and tourism operators could begin to host tourists and visitors, not just essential workers, they faced many challenges.

Confusion over health and safety requirements: This was a challenge for all operators in all sectors, especially in the early stages, but has worked itself out for the most part. The Ottawa Valley Tourist Association (OVTA) staff assisted many operators with establishing a clearer understanding of what their specific business and operation would be required to do.

Limited numbers of clients permitted: Spacing requirements greatly limited many operators, especially those with indoor spaces and product offerings and those that put people together in close proximity to each other. This limited close contact with staff, and in operations where guiding and food service was a key service, operators had to adjust dramatically and this degraded the tourism experience greatly.

This also greatly reduced cash flow when many operational and staff expenses remained high, as they would be to host a normal or full capacity number of clients. A prime example of this is our whitewater rafting activity--where rafts, shuttle buses and venues operated at half loads essentially. Restaurants and bars adjusted as best they could to establish outdoor seating wherever possible.

Staff Shortages: Universally, our retail, restaurant, outfitters, attractions and accommodators reported severe staff shortages and difficulty recruiting workers in all positions. This contributed even further to businesses not being able to operate at a level they would be permitted to under the health guidelines, further eroding opportunity for much needed revenue generation. Accommodators report having to keep rooms out of

service, despite heavy demand, because they could not be cleaned. Restaurants had to remain closed on days they would normally be open as they had insufficient cooking and serving staff. Other seasonal operations closed early as they had insufficient staff in the first place, and the departure of young people for post-secondary schooling eroded their barebones staff complement.

**Demand was Strong and Positive:** All operators report strong demand for all services and products. This was the positive aspect and bodes well for the future. Tourists were mostly Ontario based but those from other provinces, a few offshore and Americans--once that border opened to non-essential and land travel--were appearing. Many operators are extending their season beyond a traditional post-Labour Day shutdown model. They are trying to optimize any and all revenue operations in the slower fall season and have sufficient staff to host what will be lower numbers than summer high season. There are high hopes for a strong fall colour tour season as well.

**Concern Over Fourth Wave:** While operators were very pre-occupied with navigating the summer high season, there is emerging concern over what a fourth wave of COVID-19, and potential health restrictions, might mean for the fragile recovery to date. And our winter operators desperately need to have a near normal season.

## **ENTERPRISE RENFREW COUNTY REPORT**

Prepared by: Alastair Baird, Manager of Economic Development

Prepared for: Development and Property Committee

September 14, 2021

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### **INFORMATION**

#### **1. Summer Company Wrapped [Strategic Plan Goal No. 1]**

Our Summer Company 2021 has formally wrapped up after a very successful season for our four student entrepreneurs, despite the challenges of starting and running a business in the COVID-19 pandemic. The four Summer Company businesses together generated approximately \$16,000 in sales. Even more rewarding and exciting is that three of the student entrepreneurs plan to continue their businesses next summer and one of them plans to conduct business part-time while attending school.

Attached as Appendix ERC-I is a profile of one of our Summer Company businesses. This excellent news story provides interesting information on our young entrepreneur. The business profile of our student entrepreneur was created in collaboration with Ryerson University journalism students.

#### **2. Starter Company Plus Initiates Fall Intake [Strategic Plan Goal No. 1]**

The fall intake for the four-month Starter Company Plus is now open. Participants who pass the application and review process will participate in four months of business coaching, mentoring and instruction from Enterprise Renfrew County staff, experienced local entrepreneurs, local accounting, legal, insurance and marketing professionals, and from consultants and instructors hired with financial support from the Province of Ontario. Upon successful completion of the four-month Starter Company Plus program, those participants who wish to may compete in a business plan pitch contest, in a Dragon's Den format, for up to \$4,000 funding.

**3. Virtual Business Advisory Program Closes End of September [Strategic Plan Goal No. 1]**

This special program supported by the Small Business Enterprise Centre (SBEC) Network and the Province of Ontario, enabled customized digital adaptation and marketing one-on-one business coaching and mentoring to individual entrepreneurs in Renfrew County and the City of Pembroke. Twenty-seven entrepreneurs and business operators utilized this new program, specifically created to address sales and marketing challenges created by the pandemic and the health precautions that were put in place to protect public health. The funding provided enabled Enterprise Renfrew County to engage professional business coaching and instruction for our entrepreneurs.

**4. General Inquiries [Strategic Plan Goal No. 1]**

Enterprise Renfrew County offices are experiencing near normal general requests for business information via telephone and email inquiries. This is a positive sign that the surprisingly high level of entrepreneur and small business creation and development recently experienced seems to be continuing despite the pandemic.

## Success Story – Enterprise Renfrew County – 2021

## Summers Signature Designs owned by Hannah Summers

Hannah Summers created a very successful business by designing branded; t-shirts, hoodies, and bucket hats. Her target market was to the local citizens who wanted to highlight their local small communities, lakes and favourite places in Renfrew County and the surrounding area. As her business grew, she made custom graphics to mark special occasions such as Father's Day, a new mom or dad, and for brides to be. Hannah created all of the graphics for the clothing; she took inspiration from the people, and distinctiveness of each area and event that included custom graphics that held special meaning for her clients.

Hannah felt that the citizens who call home to a lot of local small lakes, rivers and communities felt left out with not being able to purchase branded clothing so they can show off their pride in their small communities. Hannah was a very good advocate for Renfrew County, as she included a graphic of the County of Renfrew map on her creations. When she promoted her items, she also promoted her local county. Summers Signature Designs was growing at a steady pace over the summer but with the added publicity of her business airing on CTV News Ottawa her orders grew exponentially.

Hannah continues her post-secondary studies at Ottawa University, and in the future expects to continue her business during the summer months.



## FORESTRY AND GIS DIVISION REPORT

Prepared by: Jason Davis, Manager of Forestry and GIS

Prepared for: Development and Property Committee

September 14, 2021

Appendix VIII

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### RESOLUTIONS

#### 1. Data Sharing Agreement - ESRI [Strategic Plan Goal No. 4]

**Recommendation:** THAT the Development and Property Committee directs staff to review the data sharing agreement with ESRI Canada to participate in the ESRI's Community Map of Canada project along with the County of Renfrew's Information Technology Policy IT-11 – Cloud Based Computing; AND FURTHER THAT staff bring back a data sharing agreement to Committee for approval.

#### **Background**

The Community Map of Canada is a basemap of Canada built from authoritative data, collected closest to source and updated daily. Seamlessly created to one common specification and compliant with international standards, it provides unrestricted access to community maps and imagery across the country. Core layers include roads, addressees, building, parcels, imagery and other topographical base layers.

Benefits of participating in the Community Map of Canada:

- a) Free and Easy Access – Save time and resources in developing basemaps by using already available high-quality basemaps. ESRI will pre-process and host your data at no cost.
- b) Improved Planning and Efficiencies – Focus on providing decision support and analysis based on reliable data that is location-referenced. Reduce operational redundancies by leveraging the productivity from the community.
- c) Further Leverage Your GIS Investments – The Community Map of Canada works seamlessly with GIS technology, assuring seamless integration and deployment.
- d) Enhanced Innovation – Develop innovative GIS applications based on authoritative datasets and channel your time and resources to

building high value applications. The Community Map of Canada can be used in thousands of GIS applications, all for free!

- e) Greater Consistency – Drawing from a common basemap dramatically reduces discrepancies that may otherwise lead to critical errors—a single source of truth promotes understanding and furthers collaboration and community. The Community Map of Canada is updated daily.
- f) Digital Transformation – Unlock the potential of location and get your organization on the path of digital transformation. Become a part of the growing community of Community Map participants across Canada.

Contributors who update their data will see their data published within 24-48 hours. No personal or sensitive information or data will be shared with ESRI Canada in the datasets. The County of Renfrew will need to sign a data sharing agreement with ESRI Canada for the ability to share County data.

## **2. Updating Other Web Mapping and Other Directional Mapping Applications – Google and Waze [Strategic Plan Goal No. 4]**

**Recommendation:** THAT the Development and Property Committee directs staff to review the data sharing agreements with Google and Waze Mobile Ltd. to participate in GIS data sharing along with the County of Renfrew’s Information Technology Policy IT-11 – Cloud Based Computing; AND FURTHER THAT staff bring back data sharing agreements to Committee for approval.

### **Background**

The County of Renfrew GIS Division maintains the corporate GIS data for civic addressing that includes the road centreline mapping data. Staff continue to receive requests for support from local municipalities and the public for corrections to the Google and Waze type organizations that provide road directions to the public.

## **3. K & P Recreational Trail [Strategic Plan Goal No. 1]**

**Recommendation:** THAT the Development and Property Committee recommend that County Council support in principle exploring the potential purchase of the Renfrew County section of the K & P Recreational Trail owned by the Mississippi Valley Conservation Authority; AND FURTHER THAT the cost sharing model

between the three Counties (Lanark County 58.8%, Frontenac County 22.2% and Renfrew County 19.0%) is acceptable; AND FURTHER THAT funds up to \$7,000 be taken from the 2021 Provision for Unallocated Funds for the professional review of title of the parcels owned by Mississippi Valley Conservation Authority.

### **Background**

Staff from Lanark, Frontenac and Renfrew Counties have met and discussed interest in purchasing the Mississippi Valley Conservation Authority (MVCA) portion of the K & P Recreational Trail. All three Counties have an interest in exploring the opportunity to purchase but are only interested in paying a nominal amount of \$1.00.

The latest information from MVCA is that “the Board has agreed to sell the property for a nominal amount (to be negotiated), on the condition that the Authority incurs no further costs and that the land be transferred unconverted, i.e. using existing documentation as registered at the three county land registry offices.”

The recommended next step from Lanark County is to get a professional review of the legal titles of the 57 parcels involved to give an opinion on the title and potential next steps in acquiring clear title with limited future issues. Attached as Appendix FORGIS-I is a quote from Annis O'Sullivan Vollebekk (Kemptonville) Limited to complete this first phase of work. This initial background work will establish what potential title issues exist, what parcels may require survey, etc. The proposed cost-sharing model is based on the kilometres of trail in each jurisdiction.

### **K&P Cost Splitting**

			<b>Surveyor Background</b>
<b>County</b>	<b>kms</b>	<b>%</b>	<b>Work</b>
Lanark	20.7	58.8%	\$13,878
Frontenac	7.8	22.2%	\$5,230
Renfrew	6.7	19.0%	\$4,492
	<b>35.2</b>		<b>\$23,600</b>

Attached, as Appendix FORGIS-II is a social media post regarding the closure of section of the K & P Recreational Trail due to a landowner, which highlights the importance of a contiguous trail.



July 19, 2021

**Lanark County**  
99 Christie Lake Road  
Perth, ON  
K7H 3C6

**ONTARIO LAND  
SURVEYORS**

T.J. Allison  
A.J. Broxham  
R.R. Gauthier  
G.T. Hartwick  
E.H. Herweyer  
J.H. Kennedy  
B.W. Kerr  
G.A. Ray  
A.R. Roy  
V.A. Shelp  
D.R. Vollebeek

G.D. Annis (1939-2013)

**DEVELOPMENT**

J.F. Penney

**CONDOMINIUMS**

A.Z. Pichette

**OTTAWA** ☐  
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Suite 500  
Nepean, Ontario  
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613 727-0850  
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nepean@aovltd.com

**EMBRUN** ☐  
165 Bay Street  
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**KEMPTVILLE** ☐  
136 Prescott Street  
PO Box 1340  
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K0G 1J0  
613 258-1717  
613 258-4475 Fax  
kemptville@aovltd.com

Attention:  
**Kurt Greaves, B.A., CGA, CPA**  
CAO, Lanark County

Re: Counties of Lanark, Frontenac and Renfrew  
Purchase of Former K & P Railway Lands From MVCA  
Lot 16, Con 10, Palmerston Twp to Lot 15, Con 12, Bagot Twp  
Geographic Townships of Palmerston, Lavant, Blithfield and Bagot  
Counties of Frontenac, Lanark and Renfrew

Dear Kurt:

Further to our telephone meeting on July 13, 2021, I am pleased to provide the following proposal for the investigation of providing a registerable description for the lands to be transferred to the 3 counties. The extent of the former railway lands represents a length of approximately 40 km.

**Background**

The lands to be transferred are currently described in Instrument RN103173, being a transfer document which transfers the subject lands from Agricultural Rehabilitation and Development Directorate of Ontario to Mississippi Valley Conservation Authority.

The descriptions of the lands included in Instrument RN103173 are taken from 3 plans showing the subject lands as PARTS on the plans. Within the 3 Counties, the plans show that there are 57 parcels involved in the proposed transfer to the Counties.

The 3 plans were compiled in 1972, presumably from deed descriptions recording the original locations and dimensions of the land acquisitions by the Kingston and Pembroke Railway Inc. in 1871.

The lands were leased by K & P Railway Inc. to Canadian Pacific Railways in 1912 for 999 years. Shortly thereafter in 1913, K & P Railways Inc. ceased to be a legal entity.

**ONTARIO LAND  
SURVEYORS**

T.J. Allison  
A.J. Broxham  
R.R. Gauthier  
G.T. Hartwick  
E.H. Herweyer  
J.H. Kennedy  
B.W. Kerr  
G.A. Ray  
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**Issues**

1. How did the K & P Railway originally acquire title to the subject lands?
2. Are the title descriptions recited in Inst. RN103173 (as derived from the 3 plans) an accurate representation of the existing parcels?
3. Are there any additional lands to those which are recited in Inst. RN103173?
4. Given that Inst. RN103173 is stamped as non-compliant with Registry Act Regulations and may require a new legal description, can it be argued nevertheless that the compiled plan descriptions are acceptable for a future registration, perhaps accompanied by a letter statement from an Ontario Land Surveyor that they faithfully represent the location and extent of the subject lands?
5. Identify the reasons that certain parcels have not been converted to Land Titles, and investigate whether those reasons are valid or may require survey work to resolve.
6. Is there any physical or documented indication of ownership conflicts with respect to the subject lands?

**Proposal**

As we discussed in our telephone meeting with Mary Foss, I would recommend the following course of action:

1. Perform a title search of the current Parcel Registers and documents recited thereon, to establish the baseline information upon which Teranet will rely for their title records. There are 57 listed parcels which make up the railway lands, according to Inst. RN103173.
2. Perform a title search of all current Parcel Registers for parcels abutting the former railway lands, to discover if any create conflicting claims to the former railway lands.
3. Acquire all transfer documents recited on the parcel registers in order to view their descriptions.
4. Assess and report on the state of the legal descriptions and any issues which may appear to cloud MVCA's title to the lands with respect to the extent of the lands.

We spoke of doing a field inspection of the lands, to look for any physical indications of adverse claims on any of the former railway lands. At this time, I would recommend we delay that until after the search function is completed and assessed. This will give us time to review the current descriptions of title areas, and may identify particular locations where there may be conflicts in title.

Adverse claims of a physical nature could include such things as removal of the railbed, fencing or gates which restrict passage over the railbed, removal



#### ONTARIO LAND SURVEYORS

T.J. Allison  
A.J. Broxham  
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G.T. Hartwick  
E.H. Herweyer  
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of culverts, or any activities which may imply a possessory interest in the subject lands.

### Timing

You mentioned that it would be advantageous to be able to report on the status of the land acquisition process by the end of August.

We are in a position to complete the search function and assessment of the results by mid-August, and with your authorization, to field an inspection crew to make a physical report on the subject lands, including particular areas of concern, in the latter half of August. I would anticipate the inspection will consist of looking at the entire 40 km length, without taking survey measurements, with a particular focus on possible adverse claims arising from the search information.

Our field inspection would include taking sufficient photographs to illustrate any areas where there may be a possessory conflict or a departure from the locations or dimensions shown on the 3 compiled plans.

### Costing

The projected costs shown here are budget figures. Given the uncertainties involved in this project, we are not able to commit to a fixed quotation for this work. I do feel the numbers provided are within 20% of final costs, however. If we find there are unanticipated costs while performing the work, we will notify you immediately.

#### Initial Search (Parcel Registers and Recited Documents)

- 57 Subject parcels plus 100 abutting parcels
- 300 (approx.) recited documents

Fee:	\$ 4300.00
Disbursements:	\$ 4500.00

OLS Review, Assessment and Report	
Fee:	\$ 7800.00



Field Inspection

Fee:

\$ 6200.00

Disbursements:

\$ 800.00

All amounts are subject to HST.

### Conclusion

My intention in this proposal is to examine the entire situation in sufficient detail to make a case to Teranet that the 3 compiled plans represent an accurate legal description for the lands which are to be transferred, if we in fact find that is the case.

The process of negotiating with Teranet is not included in this proposal. We would look to Mary Foss to direct that portion of the work.

In cases where there are actual title conflicts, or departures from the extent of land described on the 3 plans, it may be necessary to perform legal surveys, however it is to be hoped that we can prevail on Teranet to recognize that a full survey of the entire 40 km of former railway lands would be so expensive that it would be very difficult to justify, considering the value of the land is in recreational and conservation usage, and not in development.

The costs for any necessary legal surveys and R-Plans are not included in this proposal. We would provide estimated costs for those surveys, should any be required, once the scope of that work has been determined.

I hope this is the information you require at the present time.

Yours truly,

**Annis O'Sullivan Vollebakk (Kemptville) Limited**

Per: **Brian Kerr, OLS, CLS, OLIP**

#### ONTARIO LAND SURVEYORS

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A.J. Broxham  
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**K&P Trail Maintenance**

August 15 at 5:42 PM · 🌐

...


**Chris Boeyen ▸ Verona District ATV Club**

August 15 at 9:33 AM · 🌐

**TRAIL CLOSED/BLOCKED**

For those of you planning to make a trip up to Calabogie. Please be aware the K&P Trail has been block/close at Robertsville Rd. for a small section due to landowner.

I have shown a go around here if some get stuck and needs to pass.

## **REAL ESTATE DIVISION REPORT**

Prepared by: Kevin Raddatz, Manager of Real Estate  
Prepared for: Development and Property Committee  
September 14, 2021

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### **INFORMATION**

**1. Real Estate – Projects Update [Strategic Plan Goal No. 2]**

Attached as Appendix RE-I is a summary report of all projects currently underway that involve the Real Property Assets Division. Details on each project are included in the comments section.

**2. Real Estate – 2021 Capital and Capital Under Threshold Projects [Strategic Plan Goal No. 2]**

Attached as Appendix RE-II is a summary report of capital and capital under threshold projects approved in the 2021 budget.

### **BY-LAWS**

**3. By-law Enforcement Officer [Strategic Plan Goal No. 3]**

**Recommendation:** THAT the Development and Property Committee recommend that County Council pass a By-law to appoint a By-law Enforcement Officer for the Corporation of the County of Renfrew; AND FURTHER THAT By-law Number 7-12 be rescinded.

#### **Background**

On January 25, 2012, By-law Number 7-12 appointed Mr. Kevin Valiquette as the Corporation of the County of Renfrew's By-law Enforcement Officer. As Mr. Valiquette retired on June 30, 2021, it is necessary to appoint his successor, Mr. Kevin Raddatz, as the new By-law Enforcement Officer for the County of Renfrew.

## Real Estate - Projects Update

Location	Work Description	Status			Comments
		Budget	Quote	Status	
County Admin Building	CAB Service Delivery Project			In Progress	95 % completion, remaining deficiencies being addressed
	RFP - New Pylon Sign			Completed	
	Archive Storage	\$70,000		Completed	
	Security System & Cameras	\$40,000		In Progress	Scope TBD
Renfrew County Place	Caulking around windows	\$50,000		Deferred	Due to fall seasonal conditions
	Lighting upgrade - Paramedic Garage	\$10,000		In Progress	Further review required
	A/C Coil Repairs	\$10,000		Completed	
	Parking Lot -Paving	\$50,000		In Review	Further discussions required
80 McGonigal					
Leases	Child's Paradise - 450 O'Brien			In Review	Expired Feb 28, 2019. Renewal Outstanding
	169 Lake Street (Storage)			In Progress	Disposal policy being reviewed , re : disposal/sell
Facilities	Asset Management			In Progress	Annual Building Condition Assess. 2021 submitted.
	Green Energy Act 507/18			In Progress	2021 Reporting requirement to Ministry for October
	Building Lockdown Policy			In Progress	Currenty in review to validate procedures
	Energy Management Plan			Deferred	
Paramedic Bases					
OPP					

## Real Estate 2021 Capital Projects

Project - Capital	Building	Budget	Start Date	Final Cost	Status
Service Delivery Improvement Project	County Admin Building	\$4,112,961	June 1, 2020		In Construction
Electronic Sign	County Admin Building	\$50,000	January 1, 2021		Completed
Archive Storage	County Admin Building	\$70,000	March 1, 2021		Completed
Security System & Cameras	County Admin Building	\$40,000			In Progress
Caulking around Windows	Renfrew County Place	\$50,000			Deferred
Lighting Upgrade - Paramedic Garage	Renfrew County Place	\$10,000			In Progress
A/C Coil Repairs	Renfrew County Place	\$10,000	July 1, 2021		Completed
Parking Lot - Paving	Renfrew County Place	\$50,000			In Review
Total		\$4,392,961			



**COUNTY OF RENFREW**

**BY-LAW NUMBER**

**A BY-LAW TO APPOINT A BY-LAW ENFORCEMENT OFFICER  
FOR THE CORPORATION OF THE COUNTY OF RENFREW**

---

WHEREAS the County of Renfrew is required to enforce by-laws, including by-laws passed in accordance with the Municipal Act and deems it expedient to appoint a By-law Enforcement Officer;

AND WHEREAS the Police Services Act R.S.O. 1990, Chapter P.15, Section 15, as amended provides that a municipal council may appoint persons to enforce the by-laws of the municipality and that Municipal Law Enforcement Officers are peace officers for the purpose of enforcing municipal by-laws;

NOW THEREFORE the Council of the Corporation of the County of Renfrew hereby enacts as follows:

1. That By-law No. 7-12 be rescinded and Mr. Kevin Raddatz, Manager of Real Estate be appointed as the By-law Enforcement Officer for the purposes of the Municipal Act or any other act to enforce the by-laws of the Corporation of the County of Renfrew.
2. That this By-law come into force and effect upon the passing thereof.

READ a first time this 29th day of September, 2021.

READ a second time this 29th day of September, 2021.

READ a third time and finally passed this 29th day of September, 2021.

---

DEBBIE ROBINSON, WARDEN

---

PAUL V. MOREAU, CLERK

**PLANNING DIVISION REPORT**

Prepared by: Bruce Howarth, MCIP, RPP, Acting Manager of Planning Services

Prepared for: Development and Property Committee

September 14, 2021

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**INFORMATION****1. County Official Plan Amendment 31 (OPA 31) [Strategic Plan Goal No. 3]**

The notice of decision of the approval of OPA 31 was circulated in accordance with the requirements of the Planning Act. The last day for appeal of the Official Plan is September 14, 2021. If there are no appeals, staff can turn our attention to working with local municipalities to initiate comprehensive zoning by-law amendments as required by the Planning Act.

The County and local municipalities have been receiving many “Notices of Objection” to OPA 31. The bulk objection notices are similar in nature to the ones received under the OPA 25 process. Attached as Appendix PLAN-I is the legal opinion that the County received in 2018 under OPA 25 which confirms that the County is required to have an Official Plan and that the consent of a landowner is not required.

**2. Renfrew County Cannabis Study Update [Strategic Plan Goal No. 3]**

Using funds from the Cannabis Reserve Fund, WSP has been retained to prepare a planning study with respect to cannabis cultivation, production, and processing in the County. The study includes evaluating potential associated impacts on sensitive land uses and recommending best practice approaches related to Official Plan policies, zoning provisions, and site plan issues. On September 7, all local municipalities were invited to a presentation by WSP on draft options. The purpose of the meeting was to receive input from staff at the local level to ensure that the final report and recommendations meet the needs of the local municipalities. A final recommendation report will be prepared and presented at a future meeting of Development and Property Committee and County Council.

## RESOLUTIONS

### 3. Delegation of Planning Approval [Strategic Plan Goal No. 3]

**Recommendation:** THAT the Development and Property Committee recommend to County Council that staff be directed to formalize shared service agreements with respect to Planning Services with lower tier municipalities; AND FURTHER THAT a moratorium be placed on delegating authority to a lower tier municipality until 2024 and after a full review takes place of the implications to County services.

#### **Background**

Earlier this year, Committee and County Council endorsed the Strategic Review of Planning Services that prioritized “County Role at Local Levels” as a key activity in the fourth quarter of 2021.

Attached as Appendix PLAN-II is a draft Memorandum of Agreement that aims to outline the level of support that the County Planning Division is willing to provide to local municipal partners.

An additional priority activity in the Strategic Review of Planning Services was the establishment of the criteria for the Provision of Delegated Authority. At the March meeting of County Council, the Township of Whitewater Region was delegated the approval authority function for consent applications. Since that time the Township of Whitewater Region has received approximately 45 applications for consent. In the five months that the Township of Whitewater Region has had delegated authority, this has resulted in a loss of \$49,500 in revenue to the County of Renfrew in application fees alone. In addition to planning salaries, these fees support the County of Renfrew GIS web-based mapping, administration support, data management and archival services.

As the number of applications received does vary from year to year, for the purposes of budgetary planning, and consistency in approvals, it is important to have a predictable workload.

The Planning Division has already received requests from seven local municipalities to work on updates to local comprehensive zoning by-laws. In accordance with the Planning Act, the by-laws are required to be updated within three years of the approval of OPA 25 (March of 2023). We are anticipating that there may be requests from additional municipalities, beyond these seven, as well.

When the County undertakes a comprehensive zoning by-law update on behalf of a local municipality it also includes long-term maintenance over the life of the by-law, including consolidation of amendments and working with the GIS Division to keep the schedules (maps) updated. It is also a goal that through the comprehensive updates to the local zoning by-laws, for projects undertaken by the County, the mapping will be completed in a format that will be compatible with our GIS web-based service, thereby allowing residents and developers to view the current zoning and provisions related to a property. The County provides a cost sharing with the municipality on these projects (60%-County, 40%-Township). We are, concurrently, reviewing GIS shared service agreements as part of the Digital Modernization Plan Study that is currently underway.

As indicated in the August Development and Property Committee report, the Department is reviewing the staff complement to ensure that the Planning and GIS Divisions will have the appropriate staffing levels to provide efficient service for both the approvals function (severances, plans of subdivision, official plan amendments), support to local municipalities (web-based GIS, zoning by-law amendments, site plans, general inquiries), and for completion of major projects such as comprehensive reviews.

Over the past few months, the County's Planning Division has received requests from local municipalities to provide more support and involvement for local approvals. This includes site plan reviews, zoning amendments, attendance at local meetings, minor variances (including acting as the local land division secretary-treasurer).

Further delegation of County approval will result in a loss of revenue that is necessary to maintain an efficient and predictable service levels – both for the processing of applications, and for the long-term management of data/documents and the provisions of GIS services. No further delegation of approval until at least 2024 will help keep County application fees low for planning approvals, low/reduced fees for services to local municipalities, and allow the Division to keep a staff complement to continue to provide support to local municipalities that rely on the County to provide planning services. By the end of 2023, a full report will be generated on the success of the shared services agreement(s) and will be provided to Committee and Council.

**D. WAYNE FAIRBROTHER, LL.B.**  
T: 613.966-2620, [wfairbrother@tmlegal.ca](mailto:wfairbrother@tmlegal.ca)

**Please respond to Belleville office**

February 8, 2018

County of Renfrew  
9 International Drive  
Pembroke, ON  
K8A 6W5

**Attn: Charles Cheesman, Manager of Planning Services**

Dear Mr. Cheesman:

**RE: Proposed County of Renfrew Official Plan  
Our File No: 03783**

You have advised us that the County of Renfrew is in receipt of numerous letters from landowners within the County advising that they do not consent to have their private land and property included within the proposed County official plan. These letters go on to indicate that these landowners want any Official Plan designation for their lands to be removed forthwith. You have asked for our legal opinion with respect to such letters.

Please be advised that there is no statutory or common-law authority requiring a municipality to obtain the consent of landowners prior to including their lands in an official plan. To the contrary, the County of Renfrew and many other “prescribed” municipalities in Ontario are statutorily obliged to prepare an official plan for all lands within the municipality by virtue of the provisions of the Planning Act and the Regulations thereunder.

Accordingly, it is our considered legal opinion that the consent of a landowner is not a requirement or prerequisite to include such lands within an official plan for the County of Renfrew.

Given that the requests made in the above referenced letters have no legal basis, it our advice that the County Council proceed to meet its statutory obligation to prepare and ultimately adopt an official plan for the entire municipality.

Yours very truly,

**TEMPLEMAN LLP**



**D. Wayne Fairbrother**

DWF:pjo

**PLANNING SERVICES AGREEMENT**

**MEMORANDUM OF AGREEMENT** effective this \_\_\_\_ day of \_\_\_\_\_, 2021

**BETWEEN:**

**THE CORPORATION OF THE COUNTY OF RENFREW**  
(hereinafter called the "**County**")

- and -

**THE CORPORATION OF THE MUNICIPALITY OF \_\_\_\_\_**  
(hereinafter called " \_\_\_\_\_ ")

**WHEREAS:**

- A. The County is a municipality and an upper-tier municipality as defined by the Municipal Act, 2001, 5.0 . 2001, c. 25, as amended or replaced (hereinafter the "**Municipal Act**");
- B. [MUNICIPALITY] is a municipality, lower-tier municipality, and local municipality as defined by the Municipal Act;
- C. Local municipalities located within the geography of the County and County Councilors have expressed interest in having local planning advice, assistance and services provided by the County;
- D. Subsection 9 of the Municipal Act provides that municipalities have the capacity, rights, powers and privileges of natural persons, which includes the power to do things that natural persons can do, such as, inter alia, provide planning services and enter into agreements;
- E. Subsection 11(1-2) of the Municipal Act provides broad authority for upper -tier municipalities to manage their respective financial affairs and to provide any service the upper-tier municipality considers desirable for the public;
- F. County Council considers the County provision of local planning advice, assistance and services to be desirable in terms of providing value to the local citizenry/common taxpayer and has determined that Planning Services should be added to the County Levy;
- G. Subsection 19(2)3 and 20 of the Municipal Act allows an upper-tier municipality to provide a service in a local municipality as long as one of the purposes for its provision is for lower-tier municipal purposes, there is consent from the local municipality, and

the municipalities enter into an agreement with respect to the provision of such services;

- H. Section 15 of the Planning Act, RSO 1990, c P. 13, as amended or replaced ("**Planning Act**") allows upper-tier municipalities to provide advice and assistance to local municipalities with respect to planning matters, as long as the municipalities agree on the conditions upon which the service will be provided;
- I. [MUNICIPALITY] desires and consents for Planning Services to be provided by the County and confirms that the purpose of delivery of such service from the County is to pool resources with the County in a cooperative effort for Local Municipalities to receive high quality planning advice, assistance and services at a cost which is not prohibitive (hereafter referred to as the "**Initiative**");
- J. [MUNICIPALITY] acknowledges that its desire for the Initiative has caused the County to rely on such desire to hire planning staff to provide planning advice, assistance and services to the local municipalities and that it would be detrimental to the County in terms of human resources and employment law costs in the event that [MUNICIPALITY] were to terminate this Agreement;
- K. Subsection 8 of the Municipal Act provides that the powers of municipalities shall be interpreted broadly so as to confer broad authority to enable municipalities to govern their own affairs; and
- L. This Agreement sets out the conditions upon which the County will provide local planning advice, assistance and services to [MUNICIPALITY].

**NOW THEREFORE THIS AGREEMENT WITNESSETH THAT**, in consideration of the payment of the sum of TWO DOLLARS (\$2.00) from each Party to the other and for other good and valuable consideration, including the covenants provided for herein, the receipt and sufficiency of which is hereby acknowledged, the Parties covenant and agree as follows:

#### **Recitals**

- 1. The above recitals are true and are hereby incorporated into this Agreement by reference.

#### **Definitions**

- 2. In this Agreement, in addition to terms defined elsewhere in this Agreement, the following terms have the following meanings:
  - (a) "**Agreement**" means this Agreement, including all Schedules, as it may be confirmed, amended, modified, supplemented or restated by written agreement



between the Parties.

- (b) **"Business Day"** means any day excluding a Saturday, Sunday or statutory holiday in the Province of Ontario.
- (c) **"Communication"** means any notice, demand, request, consent, approval or other communication which is required or permitted by this Agreement to be given or made by a Party.
- (d) **"Consultant(s)"** means a third party(ies) whose business is procured by the County Planning Division upon the recommendation of the Director of Development and Property and paid for by the Local Municipalities through the County Levy.
- (e) **"Core Planning Services"** means the subset of Planning Services set out in section 5-6 of this Agreement.
- (f) **"County Levy"** means the annual County taxation of its citizens, payable by all Local Municipalities in the geography of the County.
- (g) **"County Planning Division"** means the department of the County having the mandate and responsibility for reviewing matters related to land use planning under the Planning Act.
- (h) **"Director of Development and Property"** means the person appointed to hold the position of the Director of Development and Property of the County Planning Division.
- (i) **"Local Municipalities"** means all of the local municipalities which are located within the geography of the County of Renfrew, collectively.
- (j) **"Non-Core Planning Services"** means the subset of Planning Services set out in sections 8- 9 of this Agreement.
- (k) **"Parties"** means The Corporation of the County of Renfrew and [MUNICIPALITY] collectively and "Party" means one of them.
- (l) **"Planning Staff"** means employees of or independent contractors contracted with the County Planning Division.
- (m) **"Planning Services"** means the planning advice, assistance and services provided for in sections 5 through 9 of this Agreement and includes both Core Planning Services and Non- Core Planning Services, as defined herein.

- (n) **"Primary Planner"** means the employee of the County Planning Division or independent contractor retained by County Planning Division assigned to a particular Local Municipality by the Manager of Planning.

## **Term**

3. Subject to the termination and amendment provisions of this Agreement (ss. 20-22 and 26), the term of this Agreement shall be for three (3) years commencing on the effective date noted at the top of page one (1) of this Agreement, provided that the term shall be automatically renewed for further periods of three (3) years commencing on the anniversary date of each three year term between any Party which has not made termination effective in accordance with ss. 20-22 of this Agreement as of each anniversary date.

## **Planning Services**

4. The County Planning Division shall use reasonable efforts to provide [MUNICIPALITY] with the Planning Services set out in sections 5 through 9 of this Agreement.

## **Core Planning Services**

5. Core Planning Services shall include, subject to section 11:
- (a) Providing planning information and advice to the staff of [MUNICIPALITY], the public, the development industry, and Municipal Council and Committees regarding land use planning matters generally within [MUNICIPALITY].
  - (b) Providing assistance, including consultation, review of planning applications for completeness, research, meetings, site visits, interpretations, reports and presentations using solution based planning practices, subject to Ontario Professional Planners Institute ("OPPI") standards, in the processing of all applications pursuant to the Planning Act such as:
    - (i) Official plan amendments;
    - (ii) Zoning by-law amendments;
    - (iii) Consents;
    - (iv) Minor Variances;

- (v) Part-lot control by-laws;
  - (vi) Site plan control;
  - (vii) Interim control by-laws;
  - (viii) Temporary use by-laws;
  - (ix) Plans of subdivision/ condominium.
- (c) Preparation of planning reports for presentation to councils and committees of [MUNICIPALITY] based upon a detailed review of the application and related information. Such reports will include a professional planning opinion and recommendation in accordance with OPPI standards with respect to the application. Planning Staff will attend at municipal council and committee meetings as requested by the local municipal chief administrative officer (or his/her functional equivalent and/or designate) to present the planning report and to answer questions.
- (d) Providing staffing levels such that [MUNICIPALITY] will be served appropriately from a planning standpoint.
- (e) Regular consolidation of Official Plans and Zoning By-Laws of [MUNICIPALITY] to reflect recent amendments.
- (f) Where a decision of [MUNICIPALITY] as an approval authority is appealed to the Ontario Land Tribunal or proceedings are initiated in any other court or tribunal of competent jurisdiction:
- (i) Assisting in the preparation of necessary documentation for proceedings initiated in court or tribunal of competent jurisdiction, although primary responsibility for the documentary preparation remains with the administration staff of [MUNICIPALITY] (See 13).
  - (ii) Subject to qualification by any court or tribunal of competent jurisdiction, giving professional planning evidence at any proceedings and/or hearing(s) convened in cases where the decision of [MUNICIPALITY] under appeal coincided with the recommendation of Planning Staff.
  - (iii) In cases where the decision of [MUNICIPALITY] under appeal did not coincide with the recommendation of Planning Staff, no Consultant will be recommended or retained by the County Planning Division as set out in section 11 of this Agreement and it may be necessary for

[MUNICIPALITY], at its discretion, to procure its own witness to provide planning evidence and [MUNICIPALITY] hereby acknowledge that Planning Staff may be summoned before a court or tribunal of competent jurisdiction to give evidence of the recommendation that was forwarded and not accepted by [MUNICIPALITY].

Should the above referenced situation arise, [MUNICIPALITY] hereby acknowledges and agrees that the planning evidence given by the Planning Staff shall be considered to be part of the Planning Services and not be considered to be a conflict of interest. [MUNICIPALITY] hereby acknowledges and agrees that Planning Staff are required to adhere to OPPI standards and properly issued subpoenas in this regard.

- (g) Providing availability (based from the County Administration Building) during regular business hours to respond to in-person, telephone and e-mail inquiries from [MUNICIPALITY] staff, the public and the development industry. Planning Staff will respond to inquiries in a timely manner.
- (h) Providing Planning Staff office hours in [MUNICIPALITY] which are available substantially as set out in the appended Schedule "A". Schedule "A" shall be amended on an annual calendar year basis by the Director of Development and Property at his/her discretion in consideration of ongoing Planning Services demand and County Levy proportions. [MUNICIPALITY] hereby acknowledges and agrees that absences due to vacation, illness or other types of valid leave may not be known or communicated at the time that Schedule "A" is formulated and distributed and further agree that any such variance from Schedule "A" is not a breach of this section of the Agreement.
- (i) Assignment of a Primary Planner to [MUNICIPALITY] by the Director of Development and Property, to serve as the regular point of contact for [MUNICIPALITY], who is normally responsible for the Planning Services outlined in this Agreement for [MUNICIPALITY]. The Primary Planner will be the liaison between the County Planning Division and any other Departments of the County that may require input into a planning matter. The Primary Planner may serve as the Primary Planner to another local municipality that is not [MUNICIPALITY]. The Director of Development and Property may assign other Planning Staff that is not the Primary Planner in order:
  - (i) to assist with areas of specialized expertise;
  - (ii) to further the provision of Planning Services during periods of high workload or

- (iii) absence (such as vacations); and/or for any other reasonable operational reason at the sole discretion of the Director of Development and Property.
  - (j) Providing Geographic Information System ("GIS") mapping services for municipal reports, by-laws, schedules and other planning related documents as needed. The Primary Planner will serve as liaison between [MUNICIPALITY] and the County Development and Property's GIS personnel and will be responsible for giving instructions to GIS personnel for the portions of the Planning Services performed by GIS personnel.
  - (k) Preparing workload updates as necessary as determined by the Director of Development and Property/Manager of Planning Services for the Chief Administrative Officer of [MUNICIPALITY] which outlines the Planning Services provided and anticipated moving forward. [MUNICIPALITY]'s Chief Administrative Officer will review such updates and identify to the County Planning Division any areas where the workload is inconsistent with [MUNICIPALITY] priorities.
  - (l) Preparing annual summary reports for the Council of [MUNICIPALITY] which outlines the Planning Services provided to the municipality.
  - (m) Printing and production of planning reports and materials.
6. The scheduling and delivery times for Core Planning Services will be discussed, as between the Director of Development and Property and [MUNICIPALITY] and the Planning Division shall use reasonable efforts to cooperate with and accommodate the scheduling requests of [MUNICIPALITY].
7. [MUNICIPALITY] acknowledges and agrees that in cases where the County, a lower-tier municipality, or a third party appeals a Planning Act decision to the Ontario Land Tribunal (OLT), Planning Staff may be summoned to give planning evidence before the Ontario Land Tribunal, that the resulting giving of planning evidence shall be considered part of the Planning Services and Core Planning Services and shall not be considered to be a conflict of interest. [MUNICIPALITY] also acknowledges that in cases where a third party or lower-tier municipality appeals a County planning decision, Planning Staff may be summoned to give planning evidence before the Ontario Land Tribunal and such shall not be considered to be a conflict of interest. The Local Municipalities further acknowledge that Planning Staff are professionally required to adhere to OPPI standards and legally required to respond to duly issued subpoenas.

## Non-Core Planning Services

8. Non-Core Planning Service shall include, subject to s. 11, professional planning advice, project management services and any additional expert planning assistance required by [MUNICIPALITY] to complete:
  - (a) Official Plan reviews;
  - (b) Comprehensive zoning by-law updates;
  - (c) Special area studies; and
  - (d) Such other planning related tasks which the Director of Development and Property may agree in writing from time to time for the County Planning Division to perform.
9. The scheduling and delivery times for Non-Core Planning Services will be discussed, as between the Director of Development and Property and [MUNICIPALITY] and the Planning Division shall use reasonable efforts to cooperate with and accommodate the scheduling requests of [MUNICIPALITY]. However, given the extensiveness of Non-Core Planning Services and their potential to delay the provision of Core Planning Services, ultimate and final discretion with respect to scheduling and delivery times for Non-Core Planning Services resides with the Director of Development and Property.

## Planner's Ethical Duty

10. [MUNICIPALITY] acknowledges that Registered Professional Planners in Ontario owe ethical duties to provide planning opinions within the professional standards and requirements of the OPPI and that as a result, are not advocates for a particular client position when providing Planning Services, but rather, planners registered in Ontario advance their professional planning opinions based on their professional view of the matter in application of the planning apparatus in existence in Ontario and have a duty to serve the public interest.

## Consultants to be Procured by the County Planning Division

11. From time to time and subject to section S(f)(iii) of this Agreement, it may be necessary for the County Planning Division, on the recommendation of the Manager of Planning, to individually procure Consultant(s) to assist with the provision of Planning Services. Such situations may include but are not limited to:
  - (a) The need for additional or peer review evidence at an Ontario Land Tribunal appeal hearing;

- (b) The need for specialized expertise;
- (c) To provide additional support to existing Planning Staff for significant projects with short deadlines;

Where the Director of Development and Property recommends the procurement of Consultant(s), he/she shall notify [MUNICIPALITY] in writing of such recommendation with written reasons why the consultant is necessary. It shall be the sole responsibility of the County Planning Division to procure the Consultant(s) in accordance with the County purchasing policy and pay such Consultant(s) directly. Any amounts due and payable to a Consultant pursuant to this section shall be calculated and included in the County Levy in accordance with Section 12. Prior to awarding the procurement of a Consultant to a particular individual or entity the County Planning Division shall provide the name of a proposed Consultant to [MUNICIPALITY] so that it may advise the County Planning Division of any potential conflicts of interest.

## **Fees**

12. The County shall be compensated for the provision of Planning Services by the costs of providing Planning Services being included on the annual County Levy and paid by all of the Local Municipalities, even those which have not endorsed agreements to receive Planning Services. The payment of the amounts set out in the annual County Levy shall cover all costs associated with the provision of Planning Services including Consultants procured by County Planning Division and including staff salaries, benefits, insurance, pension contributions, entitlements, administrative overhead costs, and human resources and employment law related costs incurred by the County (which includes any employment termination/notice period payments related to maintaining appropriate staffing for the provision of Planning Services).

[MUNICIPALITY] acknowledges and agrees that where [MUNICIPALITY] procures its own witness(es) under the circumstances described section 5(e)(iii) of this Agreement, [MUNICIPALITY] will be responsible for paying the fees of such consultant directly to the consultant independent of the County Levy and that such costs will not contribution to the annual County Levy amount.

## **Local Municipality Responsibilities**

13. [MUNICIPALITY] shall be responsible for the following, which are not Planning Services to be performed by the County pursuant to this Agreement:
  - (a) Notification of completeness, scheduling of public meetings, drafting and

circulation of public notices;

- (b) Arranging for the drafting of legal agreements for subdivisions, site plans, etc.
- (c) Creation of agendas, committee or council packages or minutes;
- (d) Municipal by-laws that are not passed under the Planning Act; Backfilling of local municipal staff; and
- (e) Any other matters related to planning administration which are not Core or Non-Core Planning Services set out in section 5-9 of this Agreement.

Without limiting the foregoing, [MUNICIPALITY] warrants that where local municipal staff assistance is required for the implementation of Planning Services, [MUNICIPALITY] shall provide the Primary Planner with necessary staff assistance.

However, and despite the foregoing, assistance with respect to any of the responsibilities of [MUNICIPALITY] listed in section 13(a-f) may become Non-Core Services only if agreed to in accordance with section 8(d) of this Agreement.

#### **Recognition of Lower-Tier Municipal Council and County Council Autonomy**

- 14. The Parties recognize the authority of [MUNICIPALITY]'s Council and County Council as statute-enabled decision making authorities in certain land use and planning matters. Further, the Parties hereby recognize the discretion of each of the Councils of [MUNICIPALITY] and County Council to advocate for a particular position relating to a land use planning matters and the potential for County Council and [MUNICIPALITY]'s Council to take opposing positions.

#### **Local Integration**

- 15. When Planning Staff attend office hours in [MUNICIPALITY] as set out in section S(h) of this Agreement, Planning Staff shall make reasonable efforts to function in an integrated manner with the day-to-day staffing of [MUNICIPALITY], with the same hours as the [MUNICIPALITY] municipal office when on-site (ie. start time, end time, lunch time).

#### **County as Approval Authority**

- 16. The County is mandated by statute to operate as the delegate of provincial authority with respect to being an Approval Authority for municipal official plan amendments, plans of subdivision, plans of condominium, and part-lot control by-laws which will be operated in an arms-length manner from the day-to-day land use planning activities. Any professional planning opinion provided by any



member of Planning Staff or the Director of Development and Property shall be consistent with the OPPI requirements.

### **Insurance**

17. The County will ensure that appropriate general liability, errors and omissions and automobile, and WSIB insurance coverage is in place for all Planning Staff performing Planning Services.

### **Force Majeure**

18. Despite any section of this Agreement, no Party shall be liable for damages caused by delay or failure to perform its obligations under this Agreement where such delay or failure is caused by an event beyond its reasonable control (hereinafter referred to as a " Force Majeure Event"). The Parties agree that an event shall not be considered a Force Majeure Event if a reasonable person owing duties to others in the same or similar circumstances as provided for under this Agreement would have put in place contingency plans to either materially mitigate or negate the effects of such an event. If a Party seeks to excuse itself from its obligations under this Agreement due to a Force Majeure Event, that Party shall immediately notify the other Party(ies) of the delay or non-performance, the reason for such delay or non-performance, and the anticipated period of delay or non-performance. In addition, the Party excusing itself due to a Force Majeure Event shall use its best efforts to remedy any such non-performance, except that nothing herein contained shall require any such party to make settlement of any labour dispute on terms unacceptable to it.

### **Compliance with Law and Confidentiality**

19. The Parties will each perform their responsibilities pursuant to this Agreement in compliance with all applicable laws, including all laws pertaining to the protection of personal information about individuals and individuals' access to personal information about themselves.

### **Termination**

#### **By Local Municipality**

20. [MUNICIPALITY] may terminate this Agreement at any time, upon providing six (6) months written notice to the County. The effective date of [MUNICIPALITY]'s termination shall be exactly six (6) months after notice is effectively received by the County in accordance with section 24 of this Agreement. [MUNICIPALITY] acknowledges that in the event [MUNICIPALITY] terminates its respective Party status to this Agreement, [MUNICIPALITY] will no longer receive Planning Services

but it will remain liable to pay its full portion of the annual County Levy.

By County

21. The County may terminate this Agreement at any time without cost or penalty upon providing six (6) months written notice to [MUNICIPALITY].

Due to Dissolution

22. In the event [MUNICIPALITY] dissolves as a Corporation, this Agreement shall terminate. In the event the County dissolves as a Corporation, this Agreement shall terminate. In either event, termination due to dissolution shall occur as of the date the corporate entity ceases operations. Each of the Parties covenant to inform the other immediately as soon as it has knowledge that the dissolution the cessation of operations is either being considered and/or has any semblance of likelihood.

#### **Planning Services Committee**

23. [MUNICIPALITY] and the County hereby consent to the establishment an administrative joint body for the sole purpose of monitoring and reviewing the provision of Planning Services to Local Municipalities. This committee shall hereafter be referred to as the **"Planning Services Committee" or "PSC"**. The PSC shall be composed of the following persons:
  - (a) The Chief Administrative Officer of the County;
  - (b) Each individual Chief Administrative Officer of the Municipality of [MUNICIPALITY].

#### **Notices**

24. Any Communication must be in writing and either be:
  - (a) Delivered personally or by courier;
  - (b) Sent by prepaid registered mail; or
  - (c) Transmitted by facsimile, e-mail or functionally equivalent electronic means of transmission, charges (if any) prepaid.

Any Communication must be sent to the intended Party at its address for service listed on the signature pages of this Agreement or to any other address as any Party may at any time advise the other by Communication given or made in accordance with this section. Any Communication delivered to a Party to whom it is addressed

will be deemed to have been given or made and received on the day it is delivered at that Party's address, provided that if that day is not a Business Day then the Communication will be deemed to have been given or made and received on the next Business Day. Any Communication transmitted by facsimile, e-mail or other functionally equivalent electronic means of transmission will be deemed to have been given or made and received on the day on which it is transmitted, but if the Communication is transmitted on a day which is not a Business Day or after 4:00pm (local time of the recipient), the Communication will be deemed to have been given or made and received on the next Business Day.

#### **Further Assurances**

25. The Parties warrant that they shall do, execute, acknowledge, deliver and/or cause to be done such other acts, agreements and other documents as may be reasonably required or desirable to give effect to the terms of this Agreement.

#### **Amendment and Waiver**

26. No amendment, discharge, modification, restatement, supplement, termination or waiver of this Agreement or any section of this Agreement is binding unless it is in writing and executed by the Parties to be bound. No waiver of, failure to exercise, or delay in exercising, any section of this Agreement constitutes a waiver of any other section (whether or not similar) nor does any waiver constitute a continuing waiver

#### **Assignment and Enurement**

27. Neither this Agreement nor any right or obligation under this Agreement may be assigned by any Party, other than provided for herein, without the prior written consent of the other Parties. This Agreement enures to the benefit of and is binding upon the Parties and their respective heirs, executors, administrators, estate trustees, trustees, personal or legal representatives, successors and permitted assigns.

#### **Dispute Resolution**

28. Upon written requests to resolve any disputes arising from this Agreement which are sent by one Party to another, the Parties hereby agree to resolve all disputes pursuant to this section. Upon receipt by the receiving Party of a written request to resolve disputes, the Parties shall first attempt to resolve all disputes by way of formal negotiation between the Parties and their appointed representatives. If the disputes cannot be settled within thirty (30) days from the receipt of the written request to resolve disputes by the receiving Party, then the Parties shall enter into a structured negotiation on a without prejudice basis with the assistance of a

mediator appointed by them. If the disputes cannot be settled within ninety {90} days from the receipt of written request to resolve disputes by the receiving Party, or such longer period as may be agreed to by the Parties, the Parties shall, refer the matter forthwith to an arbitration which shall finally resolve the dispute (s). The aforementioned arbitration shall be conducted in accordance with the Ontario Arbitration Act, 1991, c 17, as amended or replaced.

### **Entire Agreement**

29. This Agreement constitutes the entire agreement between the Parties pertaining to the provision of Planning Services by the County to [MUNICIPALITY] and supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written, of the Parties. The Parties acknowledge that there are no representations, warranties or other agreements between the Parties in connection with the subject matter of this Agreement except as specifically set out in this Agreement and that no Party has been induced to enter into this Agreement in reliance on, and there will be no liability assessed, either in tort or contract, with respect to, any warranty, representation, opinion, advice or assertion of fact, except to the extent it has been reduced to writing and included as a term in this Agreement. Except as amended herein, the terms of this Agreement shall remain in full force and effect. This Agreement includes the provisions of this Agreement and each of its Schedules, all of which shall be read together in the forming of this Agreement. In the event there is a conflict between the provisions of this Agreement and its Schedules, the provisions of this Agreement shall prevail.

### **Voluntary Enforceable Agreement**

30. The Parties warrant that this Agreement is voluntary, that none of the Parties are under any legal disability and that each Party has had an opportunity to seek the advice of independent legal counsel with respect to this Agreement. [MUNICIPALITY] confirms that the County has the legal right and ability to provide Planning Services, as set out herein, and that they are estopped from pleading or asserting otherwise in any dispute, arbitration or any other proceeding.

### **Counterparts**

31. This Agreement may be executed and delivered by the Parties in one or more counterparts, each of which will be an original, and each of which may be delivered by facsimile, e-mail or other functionally equivalent electronic means of transmission, and those counterparts will together constitute one and the same instrument.

## **Severability**

32. Each section of this Agreement is distinct and severable. If any section of this Agreement, in whole or in part, is or becomes illegal, invalid, void, voidable or unenforceable in any jurisdiction by any court of competent jurisdiction, the illegality, invalidity or unenforceability of that section, in whole or in part, will not affect:

- (a) the legality, validity or enforceability of the remaining sections of this Agreement, in whole or in part; or
- (b) the legality, validity or enforceability of that section, in whole or in part, in any other jurisdiction.

## **Governing Law**

33. This Agreement is governed by, and is to be construed and interpreted in accordance with the laws of the Province of Ontario and the laws of Canada applicable in that Province.

**IN WITNESS WHEREOF** this Agreement has been executed by the Parties hereto on the date(s) set out below and the Parties agree that this Agreement shall be effective on the date set out at the top of page one (1) of this Agreement.

**THE CORPORATION OF THE COUNTY OF RENFREW**

We have authority to bind the Corporation

County of Renfrew

Town (Township) of

\_\_\_\_\_  
Paul V. Moreau  
Chief Administrative Officer/Clerk

\_\_\_\_\_  
Name  
Title

\_\_\_\_\_  
Craig Kelley, CMO, Dipl.M.M., Ec.D  
Director of Development and Property

\_\_\_\_\_  
Name  
Title

\_\_\_\_\_  
Date  
(SEAL)

(SEAL)

\_\_\_\_\_  
Date  
(SEAL)

Schedule "A"

[MUNICIPALITY] Office Hours Schedule:

Weekly Office Hours	Bi-weekly Office Hours

DRAFT