



DEVELOPMENT AND PROPERTY COMMITTEE

Tuesday, August 9, 2022 – 1:00 p.m.

County of Renfrew Administration Building

AGENDA

1. Call to order.
2. Land Acknowledgement.
3. Roll call.
4. Disclosure of pecuniary interest and general nature thereof.
5. Adoption of minutes of previous meeting held on June 14, 2022 (attached).
6. Delegations – None at time of mailing.
7. Development and Property Page
 - a) Department Report 3
 - b) Economic Development Division Report 10
 - c) Ottawa Valley Tourist Association Report 14
 - d) Enterprise Renfrew County Report 16
 - e) Forestry and GIS Division Report 17
 - f) Real Estate Division Report 82
 - g) Planning Services Division Report 85
8. New Business.
9. Closed Meeting to discuss:
 - a) a proposed or pending acquisition or disposition of land by the municipality or local board (Paramedic Base); and,
 - b) information explicitly supplied in confidence to the municipality or local board by Canada, a province or territory or a Crown agency of any of them – Algonquin Trail.
10. Date of next meeting (Monday, September 12, 2022) and adjournment.

NOTE:

- a) **County Council: Wednesday, August 31, 2022.**
- b) Submissions received from the public, either orally or in writing may become part of the public record.

Strategic Plan

Strategic Plan Goal # 1: To inform the Federal and Provincial government on our unique needs so that Renfrew County residents get their “fair share”.

Initiatives:

- a) Create a strategic communications plan
- b) Identify and advocate for issues important to the County of Renfrew.

Strategic Plan Goal # 2: Fiscal sustainability for the Corporation of the County of Renfrew and its ratepayers.

Initiatives:

- a) Commitment from Council supporting principles within the Long-Term Financial Plan
- b) Establish Contingency Plan to respond to provincial and federal financial pressures and opportunities beyond the Long-Term Financial Plan.

Strategic Plan Goal # 3: Find cost savings that demonstrate our leadership while still meeting community needs.

Initiatives:

- a) Complete community needs assessment
- b) With identified partners implement plan to optimize service delivery to the benefit of our residents.

Strategic Plan Goal # 4: Position the County of Renfrew so that residents benefit from advances in technology, to ensure that residents and staff have fair, affordable and reasonable access to technology.

Initiatives:

- a) Ensure that the County of Renfrew is top of the list for Eastern Ontario Regional Network funding for mobile broadband
- b) Lobby for secure and consistent radio systems for first responders and government
- c) Put a County of Renfrew technology strategy in place.

COUNTY OF RENFREW

DEVELOPMENT AND PROPERTY DEPARTMENT REPORT

TO: Development and Property Committee
FROM: Craig Kelley, Director of Development and Property
DATE: August 9, 2022
SUBJECT: Department Report

INFORMATION

1. **Appointment of Director of Development and Property**

Effective September 1, 2022, Mr. Jason Davis will be assuming the role of Director of Development and Property.

A recruitment committee consisting of Warden Robinson, Chair Sweet, Chief Mike Nolan, Human Resources Coordinator Amanda Nesbitt and current Director and incoming CAO/Clerk Craig Kelley selected Mr. Davis from amongst a qualified field of applicants. With the County for 20 years, serving most recently as the Manager of Forestry, GIS and Trails, Mr. Davis will be bringing a new passion to the role with several anticipated innovative solutions for the Department.

2. **Treasurer's Report**

Attached as Appendix I is a copy of the June 2022 Treasurer's Report for the Development and Property Department.

3. **Economic Development Division**

Attached as Appendix II is the Economic Development Division Report, prepared by Ms. Melissa Marquardt, Manager of Economic Development, providing an update on activities.

4. **Ottawa Valley Tourist Association**

Attached as Appendix III is the Ottawa Valley Tourist Association Report, prepared by Ms. Melissa Marquardt, Manager of Economic Development, providing an update on activities.

5. **Enterprise Renfrew County**

Attached as Appendix IV is the Enterprise Renfrew County Report, prepared by Ms. Melissa Marquardt, Manager of Economic Development, providing an update on activities.

6. **Forestry and GIS Division**

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

7. **Real Estate Division**

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

8. **Planning Division**

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

COUNTY OF RENFREW
TREASURER'S REPORT - Development & Property Committee
June 2022

| | <u>YTD ACTUAL</u> | <u>YTD BUDGET</u> | <u>over / (under)</u> <u>VARIANCE</u> | <u>FULL YEAR</u> <u>BUDGET</u> |
|---|-------------------------|-------------------------|--|-----------------------------------|
| <u>PROPERTY - Pembroke Admin</u> | <u>78,841</u> | <u>72,789</u> | <u>6,052</u> | <u>107,733</u> |
| Advertising | 0 | 498 | (498) | 1,000 |
| Capital - under threshold | 0 | 0 | 0 | 0 |
| COVID | 0 | 0 | 0 | 0 |
| Depreciation | 203,593 | 113,502 | 90,091 | 227,000 |
| Elevator Maintenance | 3,276 | 3,876 | (600) | 7,755 |
| Employee Benefits | 25,351 | 22,510 | 2,841 | 45,025 |
| Garbage Disposal | 3,065 | 3,102 | (37) | 6,200 |
| Groundskeeping | 473 | 2,880 | (2,407) | 5,765 |
| Insurance | 40,165 | 37,812 | 2,353 | 37,812 |
| Janitorial Contract | 51,151 | 55,002 | (3,851) | 110,000 |
| Legal | 0 | 1,002 | (1,002) | 2,000 |
| Lights,Heat & Power | 55,736 | 61,500 | (5,764) | 123,000 |
| Mechanical | 5,597 | 9,948 | (4,351) | 19,890 |
| Memberships/Subscriptions | 778 | 1,248 | (470) | 2,500 |
| Miscellaneous | 3,765 | 11,400 | (7,635) | 22,800 |
| Office Supplies | 11,234 | 13,776 | (2,542) | 27,546 |
| Professional Development | 0 | 2,502 | (2,502) | 5,000 |
| Recoveries - County | (247,378) | (255,522) | 8,144 | (511,052) |
| Recoveries - Other | (46) | (29,502) | 29,456 | (59,000) |
| Recruitment | 0 | 378 | (378) | 750 |
| Repairs & Maintenance | 19,366 | 29,694 | (10,328) | 59,384 |
| Revenue - Provincial - One Time | 0 | 0 | 0 | 0 |
| Salaries | 84,677 | 73,217 | 11,460 | 146,438 |
| Security & Monitoring | 1,711 | 3,060 | (1,349) | 6,120 |
| Special Projects | 0 | 62,502 | (62,502) | 125,000 |
| Surplus Adjustment - Capital | 17,298 | 172,002 | (154,704) | 344,000 |
| Surplus Adjustment - Depreciation | (203,593) | (113,502) | (90,091) | (227,000) |
| Surplus Adjustment - TRF from Reserves | 0 | (214,998) | 214,998 | (430,000) |
| Surplus Adjustment - TRF to Reserves | 0 | 0 | 0 | 0 |
| Telephone | 1,273 | 750 | 523 | 1,500 |
| Travel | 493 | 2,400 | (1,907) | 4,800 |
| Vehicle Expenses | 857 | 1,752 | (895) | 3,500 |
| <u>PROPERTY - Renfrew County Place</u> | <u>(122,154)</u> | <u>(137,861)</u> | <u>15,707</u> | <u>(228,416)</u> |
| Capital - Under Threshold | 0 | 0 | 0 | 0 |
| COVID | 0 | 0 | 0 | 0 |
| Depreciation | 98,462 | 97,500 | 962 | 195,000 |
| Elevator Maintenance | 2,387 | 3,474 | (1,087) | 6,948 |
| Garbage Removal | 1,984 | 1,950 | 34 | 3,903 |
| Groundskeeping | 13,980 | 13,002 | 978 | 26,000 |
| Insurance | 17,723 | 16,260 | 1,463 | 16,260 |
| Janitorial Contract | 40,224 | 47,610 | (7,386) | 95,217 |
| Lease Revenue- Outside | (175,019) | (175,926) | 907 | (351,850) |
| Lights,Heat & Power | 46,481 | 47,502 | (1,021) | 95,000 |
| Mechanical | 22,333 | 8,322 | 14,011 | 16,646 |
| Miscellaneous | 0 | 2,490 | (2,490) | 4,972 |
| Municipal Taxes | 8,533 | 8,250 | 283 | 16,500 |
| Office Supplies / Admin Costs | 9,719 | 3,528 | 6,191 | 7,060 |
| Recoveries - County | (164,880) | (176,370) | 11,490 | (352,740) |
| Recoveries - Outside | 0 | (8,250) | 8,250 | (16,500) |
| Repairs & Maintenance | 10,475 | 19,686 | (9,211) | 39,372 |
| Revenue - Provincial - One Time | 0 | 0 | 0 | 0 |

COUNTY OF RENFREW
TREASURER'S REPORT - Development & Property Committee
June 2022

| | <u>YTD ACTUAL</u> | <u>YTD BUDGET</u> | <u>VARIANCE</u> | <u>FULL YEAR BUDGET</u> |
|--|------------------------|------------------------|------------------------|-------------------------|
| | | | over / (under) | |
| Salaries | 14,479 | 47,671 | (33,192) | 95,344 |
| Security & Monitoring | 563 | 2,940 | (2,377) | 5,882 |
| Surplus Adjustment - Capital | 28,864 | 245,940 | (217,076) | 491,875 |
| Surplus Adjustment - Depreciation | (98,462) | (97,500) | (962) | (195,000) |
| Surplus Adjustment - TRF from Reserves | 0 | (245,940) | 245,940 | (491,875) |
| Surplus Adjustment - TRF to Reserves | 0 | 0 | 0 | 63,570 |
| <u>PROPERTY - Base Stations</u> | <u>(96,955)</u> | <u>(82,428)</u> | <u>(14,527)</u> | <u>(164,871)</u> |
| BLDG - Repairs & Maint | 8,853 | 21,984 | (13,131) | 43,952 |
| Capital Under Threshold | 0 | 0 | 0 | 0 |
| COVID | 0 | 0 | 0 | 0 |
| Depreciation | 30,863 | 30,882 | (19) | 61,750 |
| Groundskeeping | 27,411 | 22,452 | 4,959 | 44,904 |
| Internal Charges | 0 | 0 | 0 | 0 |
| Janitorial Contract | 8,743 | 15,798 | (7,055) | 31,593 |
| Lights, Heat & Power | 16,743 | 18,150 | (1,407) | 36,300 |
| Mechanical | 3,253 | 5,364 | (2,111) | 10,727 |
| Misc - Building Expenses | 4,931 | 3,120 | 1,811 | 6,240 |
| Recoveries - County | (166,888) | (169,296) | 2,408 | (338,587) |
| Recoveries - Provincial One Time | 0 | 0 | 0 | 0 |
| Surplus Adjustment - Capital | 0 | 17,550 | (17,550) | 35,095 |
| Surplus Adjustment - Depreciation | (30,863) | (30,882) | 19 | (61,750) |
| Surplus Adjustment - TRF from Reserves | 0 | (17,550) | 17,550 | (35,095) |
| Surplus Adjustment - TRF to Reserves | 0 | 0 | 0 | 164,871 |
| <u>PROPERTY - Arnprior Office</u> | <u>(16,720)</u> | <u>(42,018)</u> | <u>25,298</u> | <u>0</u> |
| Bldg - Repairs & Maintenance | 887 | 2,748 | (1,861) | 5,500 |
| Capital Under Threshold | 19,317 | 0 | 19,317 | 0 |
| COVID | 0 | 0 | 0 | 0 |
| Depreciation | 19,223 | 19,248 | (25) | 38,500 |
| Groundskeeping | 5,821 | 2,010 | 3,811 | 4,023 |
| Insurance | 3,027 | 2,754 | 273 | 2,754 |
| Janitorial Contract | 15,250 | 13,500 | 1,750 | 27,000 |
| Lights, Heat & Power | 4,319 | 6,624 | (2,305) | 13,249 |
| Mechanical | 3,611 | 1,002 | 2,609 | 2,000 |
| Misc Bldg Other | 0 | 252 | (252) | 500 |
| Recoverable County | (69,087) | (71,658) | 2,571 | (143,321) |
| Recoverable Outside | (5) | 0 | (5) | 0 |
| Revenue - Provincial - One Time | 0 | 0 | 0 | 0 |
| Security | 140 | 750 | (610) | 1,500 |
| Surplus Adjustment - Capital | 0 | 0 | 0 | 0 |
| Surplus Adjustment - Depreciation | (19,223) | (19,248) | 25 | (38,500) |
| Surplus Adjustment - TRF from Reserves | 0 | 0 | 0 | 0 |
| Surplus Adjustment - TRF to Reserves | 0 | 0 | 0 | 86,795 |
| <u>PROPERTY - Renfrew OPP</u> | <u>(64,614)</u> | <u>(75,492)</u> | <u>10,878</u> | <u>0</u> |
| Salaries / Benefits | 27,674 | 11,369 | 16,305 | 22,740 |
| Capital Under Threshold | 0 | 0 | 0 | 0 |
| Expenses Recoverable from Others | 0 | 0 | 0 | 0 |
| Garbage Removal | 1,128 | 1,050 | 78 | 2,100 |
| Groundskeeping | 13,568 | 16,758 | (3,190) | 33,520 |
| Insurance | 13,674 | 12,480 | 1,194 | 12,480 |
| Interest Expense | 9,268 | 9,268 | 0 | 103,647 |
| Internal Charges | 5,878 | 5,874 | 4 | 11,752 |

COUNTY OF RENFREW
TREASURER'S REPORT - Development & Property Committee
June 2022

| | over / (under) | | | <u>FULL YEAR</u> |
|--|-----------------------|-----------------------|-----------------------|-----------------------|
| | <u>YTD ACTUAL</u> | <u>YTD BUDGET</u> | <u>VARIANCE</u> | <u>BUDGET</u> |
| Depreciation | 57,879 | 57,750 | 129 | 115,500 |
| Mechanical | 941 | 0 | 941 | 0 |
| Municipal Taxes | 22,044 | 22,500 | (456) | 45,000 |
| Office Expenses | 1,411 | 0 | 1,411 | 0 |
| Repairs & Maint | 3,979 | 15,756 | (11,777) | 31,510 |
| Revenue - Lease - Base Rent | (232,567) | (230,580) | (1,987) | (461,158) |
| Revenue - Lease - Expense Recoveries | (79,431) | (84,600) | 5,169 | (169,203) |
| Security/Monitoring | 3,184 | 0 | 3,184 | 0 |
| Surplus Adjustment - Capital | 0 | 4,998 | (4,998) | 10,000 |
| Surplus Adjustment - Depreciation | (57,879) | (57,750) | (129) | (115,500) |
| Surplus Adjustment - From Reserves | 0 | (4,998) | 4,998 | (10,000) |
| Surplus Adjustment - Debt Principal Payments | 144,633 | 144,633 | 0 | 291,443 |
| Surplus Adjustment - TRF To Reserves | 0 | 0 | 0 | 76,169 |
| <u>FORESTRY DEPT.</u> | <u>77,553</u> | <u>19,618</u> | <u>57,935</u> | <u>31,132</u> |
| Advertising | 0 | 150 | (150) | 300 |
| Benefits | 24,945 | 0 | 24,945 | 0 |
| Conventions | 235 | 900 | (665) | 1,800 |
| COVID | 0 | 0 | 0 | 0 |
| Depreciation | 8,386 | 11,502 | (3,116) | 23,000 |
| Legal | 0 | 450 | (450) | 900 |
| Memberships/Subscriptions | 7,525 | 4,452 | 3,073 | 8,900 |
| Miscellaneous | 502 | 498 | 4 | 1,000 |
| Office Supplies | 4,606 | 2,448 | 2,158 | 4,900 |
| Professional Development | 1,000 | 750 | 250 | 1,500 |
| Recoveries - Other | 0 | (498) | 498 | (1,000) |
| Revenue - Provincial - One Time | 0 | 0 | 0 | 0 |
| Revenues - Timber Sales | (23,766) | (90,000) | 66,234 | (180,000) |
| Salaries | 55,517 | 83,716 | (28,199) | 167,432 |
| Small Tools / Supplies | 748 | 498 | 250 | 1,000 |
| Special Project | 331 | 1,248 | (917) | 2,500 |
| Special Project - Well Remediation | 0 | 1,800 | (1,800) | 3,600 |
| Surplus Adjustment - Capital | 0 | 0 | 0 | 0 |
| Surplus Adjustment - Depreciation | (8,386) | (11,502) | 3,116 | (23,000) |
| Surplus Adjustment - TRF from Reserves | 0 | 0 | 0 | (8,100) |
| Surplus Adjustment - TRF to Reserves | 0 | 0 | 0 | 0 |
| Travel | 1,570 | 2,502 | (932) | 5,000 |
| Tree Marking | 621 | 5,952 | (5,331) | 11,900 |
| Tree Planting | 0 | 1,002 | (1,002) | 2,000 |
| Vehicle Expenses | 3,720 | 3,750 | (30) | 7,500 |
| <u>TRAILS DEPT.</u> | <u>350,313</u> | <u>134,869</u> | <u>215,444</u> | <u>314,210</u> |
| Algonquin - Rental Recoveries | (17,565) | (17,000) | (565) | (30,000) |
| Algonquin Trail Development | 419,625 | 1,473,180 | (1,053,555) | 2,946,355 |
| Algonquin Trail Donations | (40,000) | 0 | (40,000) | (3,500,000) |
| Algonquin Trail Federal Recoveries | 0 | 0 | 0 | 0 |
| Algonquin Trail Municipal Recoveries | 0 | 0 | 0 | 0 |
| Algonquin Trail Other Recoveries | (5,517) | 0 | (5,517) | 0 |
| Algonquin Trail Prov Recoveries | 0 | (127,848) | 127,848 | (255,699) |
| Bad Debt Expense | 0 | 0 | 0 | 0 |
| CN Rail Development | 0 | 0 | 0 | 0 |
| K&P Rail Line Development | 105 | 14,442 | (14,337) | 28,878 |
| K&P Rail Recoveries - Provincial | (31,400) | (6,500) | (24,900) | (6,500) |
| Office Expense | 0 | 252 | (252) | 500 |
| Recruitment | 0 | 0 | 0 | 0 |
| Salaries / Benefits | 0 | 8,501 | (8,501) | 16,998 |

COUNTY OF RENFREW
TREASURER'S REPORT - Development & Property Committee
June 2022

| | <u>YTD ACTUAL</u> | <u>YTD BUDGET</u> | <u>VARIANCE</u> | <u>FULL YEAR BUDGET</u> |
|---|-----------------------|-----------------------|---------------------|-------------------------|
| | | | over / (under) | |
| Salary Allocations | 25,066 | 25,068 | (2) | 50,134 |
| Surplus Adj - Capital | 0 | 0 | 0 | 3,534,000 |
| Surplus Adj - Trf From Reserve | 0 | (1,235,226) | 1,235,226 | (2,470,456) |
| Surplus Adj - Trf To Reserve | 0 | 0 | 0 | 0 |
| Travel | 0 | 0 | 0 | 0 |
| <u>GIS</u> | <u>131,915</u> | <u>124,282</u> | <u>7,633</u> | <u>248,544</u> |
| Benefits | 24,408 | 23,289 | 1,119 | 46,575 |
| Cell Telephone/Pagers | 165 | 0 | 165 | 0 |
| Computer Supply/Maintenance | 22,357 | 16,002 | 6,355 | 32,000 |
| Conventions | 66 | 252 | (186) | 500 |
| Depreciation | 2,840 | 0 | 2,840 | 0 |
| Membership | 100 | 0 | 100 | 0 |
| Office Supplies | 270 | 498 | (228) | 1,000 |
| Professional Development | 0 | 252 | (252) | 500 |
| Recoverable Outside | (1,157) | (750) | (407) | (1,500) |
| Recoveries - Municipal | 0 | (6,000) | 6,000 | (12,000) |
| Salaries | 84,790 | 89,485 | (4,695) | 178,969 |
| Surplus Adjustment - Capital | 0 | 0 | 0 | 0 |
| Surplus Adjustment - Depreciation | (2,840) | 0 | (2,840) | 0 |
| Surplus Adjustment - Transfer From Reserves | 0 | 0 | 0 | 0 |
| Travel | 0 | 252 | (252) | 500 |
| Weed Inspection | 915 | 1,002 | (87) | 2,000 |
| <u>ECONOMIC DEVELOPMENT</u> | <u>216,814</u> | <u>208,843</u> | <u>7,971</u> | <u>440,167</u> |
| Benefits | 36,614 | 34,599 | 2,015 | 69,195 |
| Computer Maintenance | 3,083 | 1,500 | 1,583 | 3,000 |
| Conventions | 2,661 | 750 | 1,911 | 1,500 |
| COVID | 0 | 0 | 0 | 0 |
| Hospitality | 509 | 498 | 11 | 1,000 |
| Marketing Program | 39,812 | 34,998 | 4,814 | 70,000 |
| Memberships/Subscriptions | 3,575 | 1,752 | 1,823 | 3,500 |
| Office Expense | 3,017 | 1,500 | 1,517 | 3,000 |
| ON Winter Games expenses | 45,190 | 649,998 | (604,808) | 1,300,000 |
| ON Winter Games Recoveries - other | (45,000) | 0 | (45,000) | 0 |
| ON Winter Games Recoveries - Provincial | (190) | (649,998) | 649,808 | (1,300,000) |
| Professional Development/Staff Training | 305 | 372 | (67) | 750 |
| Recoveries-Other | (3,157) | (2,502) | (655) | (5,000) |
| Recoveries-Provincial | 0 | (12,498) | 12,498 | (25,000) |
| Recruitment | 3,484 | 0 | 3,484 | 0 |
| Salaries | 122,551 | 129,376 | (6,825) | 258,752 |
| Special Projects - Agriculture | 0 | 0 | 0 | 22,470 |
| Special Projects -RED | (1,400) | 0 | (1,400) | 0 |
| Special Projects - Renfrewshire | 0 | 2,502 | (2,502) | 5,000 |
| Special Projects- Ride Share | 0 | 12,498 | (12,498) | 25,000 |
| Surplus Adjustment - Capital | 0 | 0 | 0 | 0 |
| Surplus Adjustment - Depreciation | 0 | 0 | 0 | 0 |
| Surplus Adjustment - Transfer From Reserves | 0 | 0 | 0 | 0 |
| Surplus Adjustment - Transfer To Reserves | 0 | 0 | 0 | 0 |
| Travel | 5,760 | 3,498 | 2,262 | 7,000 |
| <u>ENTERPRISE CENTRE</u> | <u>12,437</u> | <u>11,031</u> | <u>1,406</u> | <u>28,055</u> |
| Benefits | 14,472 | 18,116 | (3,644) | 36,233 |
| COVID | 0 | 0 | 0 | 0 |
| Marketing | 1,198 | 2,502 | (1,304) | 5,000 |
| Office Expenses | 1,846 | 1,488 | 358 | 2,971 |

COUNTY OF RENFREW
TREASURER'S REPORT - Development & Property Committee
June 2022

| | <u>YTD ACTUAL</u> | <u>YTD BUDGET</u> | <u>VARIANCE</u> | <u>FULL YEAR BUDGET</u> |
|---|-----------------------|-----------------------|------------------------|-------------------------|
| | | | over / (under) | |
| Professional Development | 0 | 348 | (348) | 700 |
| Purchased Service | 3,101 | 3,102 | (2) | 6,201 |
| 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 | (54,813) | (83,040) | 28,227 | (166,075) |
| Recoveries - Provincial - One Time | 0 | 0 | 0 | 0 |
| Recruitment | 1,925 | 0 | 1,925 | 0 |
| Salaries | 47,476 | 70,927 | (23,451) | 141,851 |
| Special Projects | 1,829 | 2,502 | (673) | 5,000 |
| Special Projects - Summer Company | 0 | 12,000 | (12,000) | 24,000 |
| Starter Company - Provincial Revenue | (19,391) | (30,000) | 10,609 | (60,000) |
| Starter Company - Special Projects | 19,391 | 30,000 | (10,609) | 60,000 |
| Summer Company - Provincial Revenue | 0 | (12,000) | 12,000 | (24,000) |
| Telephone/Internet Access | 1,312 | 1,752 | (440) | 3,500 |
| Travel | 92 | 1,836 | (1,744) | 3,674 |
| <u>OTTAWA VALLEY TOURIST ASSOCIATION</u> | <u>134,781</u> | <u>141,595</u> | <u>(6,814)</u> | <u>283,195</u> |
| Benefits | 25,940 | 27,496 | (1,556) | 54,995 |
| Direct Contribution to OVTA | 26,517 | 26,518 | (1) | 53,034 |
| Recoveries | 0 | 0 | 0 | 0 |
| Salaries | 82,324 | 87,581 | (5,257) | 175,166 |
| <u>PLANNING DEPARTMENT</u> | <u>352,677</u> | <u>367,878</u> | <u>(15,201)</u> | <u>735,746</u> |
| Computer Supplies / Maintenance | 15,887 | 6,000 | 9,887 | 12,000 |
| Conventions | 458 | 1,500 | (1,042) | 3,000 |
| Employee Benefits | 103,227 | 97,013 | 6,214 | 194,026 |
| Land Division Advertisement Costs | 0 | 0 | 0 | 0 |
| Legal Fees | 0 | 498 | (498) | 1,000 |
| Memberships | 562 | 2,352 | (1,790) | 4,700 |
| Office Expense | 7,140 | 8,250 | (1,110) | 16,500 |
| Professional Development | 203 | 1,500 | (1,297) | 3,000 |
| Recoveries - Provincial - One Time | 0 | 0 | 0 | 0 |
| Recruitment | 5,727 | 1,002 | 4,725 | 2,000 |
| Revenues - Municipal Projects | 0 | (19,998) | 19,998 | (40,000) |
| Revenues - Other | (55) | (1,002) | 947 | (2,000) |
| Revenues - Service Charges | (25,560) | (17,502) | (8,058) | (35,000) |
| Revenues - Severance Applications | (88,850) | (68,748) | (20,102) | (137,500) |
| Revenues - Subdivision Applications | (8,400) | (12,498) | 4,098 | (25,000) |
| Salaries | 339,963 | 359,509 | (19,546) | 719,020 |
| Surplus Adjustment - Capital | 0 | 0 | 0 | 0 |
| Surplus Adjustment - TRF from Reserves | 0 | 0 | 0 | 0 |
| Travel | 2,375 | 10,002 | (7,627) | 20,000 |
| Total Development & Property | 1,054,888 | 743,106 | 311,782 | 1,795,495 |

ECONOMIC DEVELOPMENT DIVISION REPORT

Prepared by: Melissa Marquardt, Manager of Economic Development

Prepared for: Development and Property Committee

August 9, 2022

INFORMATION**1. Taste of the Valley [Strategic Plan Goal No. 1]**

After a two-year hiatus due to the pandemic, Taste of the Valley is returning to in-person events. Vendor registration launched in July and remains open on a first-come, first-served basis until the last event in October. Vendors can register by visiting the Taste of the Valley website at www.TOTV.ca. Attached as Appendix ED-I is a flyer that is being circulated throughout the County of Renfrew.

Dates and locations of this year's events include:

- August 19 (10am – 5pm), Barry's Bay
- August 26 (12pm – 7pm), Eganville
- September 24 (8am – 3pm), Renfrew
- October 1 (10am – 3pm), Deep River
- October 2 (9am – 2pm), Arnprior
- October 15 (8am – 3pm), Cobden

2. Ride Shark

As a result of a funding deadline extension request being denied by the Ministry for Seniors and Accessibility, the Seniors Community Grant program funds have been returned to the Ministry.

The original funding application was to be allocated for a marketing campaign promoting the Ride Shark commuter program, however, due to the pandemic this program has been cancelled. Instead, funding from the Eastern Ontario Leadership Council will be applied to the County of Renfrew's annual Ride Shark membership for the autonomous winter driving initiative.

3. New Canadians TV [Strategic Plan Goal No. 1]

The County of Renfrew's Economic Development Division is collaborating with the City of Pembroke, Town of Petawawa, Township of Laurentian Valley and the Labour Market Group Renfrew/Lanark for a media opportunity with New Canadians TV highlighting immigrant investment and workforce in Renfrew County.

The TV episode will include four segments focussing on Students, Entrepreneurs, Labour Market Adjustments and Tourism and Culture. The episode will be filmed over fall and will air in 2023 (date to be determined).

New Canadians TV is a TV and web-based series for new immigrants to Canada and those who are about to immigrate. The series airs on OMNI TV in Canada and www.NewCanadians.tv.

4. Agriculture and Agri-Food Career Fair [Strategic Plan Goal No. 1]

The Ottawa Valley Food Co-op, in collaboration with Fellowes High School, the Township of North Algona Wilberforce and a number of area agricultural groups, hosted an Agri-based career fair on June 7-9, 2022. The purpose of the event was to boost interest in agricultural opportunities with the local youth market.

Thirty-five students from Fellowes High School participated in the event which included visits to area farms and educational sessions at Fellowes and Opeongo High Schools.

The event was made possible with funding from the Canadian Agricultural Partnership and support from Business Development Officer, David Wybou.

5. Farms Open Event [Strategic Plan Goal No. 1]

Farms Open, a new initiative of the Renfrew County Agricultural Economic Development Committee and supported by the Ottawa Valley Food Co-op and County of Renfrew, is planned for September 18, 2022.

This one-day open-house style event intends to showcase the advantages of local food, the art and science of producing it, and develop relationships between consumers and producers. Farms Open will give host farms and

food artisans a chance to share their passion and unique lifestyle with families, foodies and the rural curious, who otherwise have few opportunities to experience a working farm or commercial food production.

Recruitment for host sites is currently underway. Interested farms can apply by completing the online form available at <https://ovta.typeform.com/to/SJVUz9OK>.

6. Staffing Update [Strategic Plan Goal No. 1]

- a) Scott Hamilton has been hired as the new Economic Development Specialist. Scott joins the Economic Development Team from the Township of Whitewater Region where he led the Business, Retention and Expansion project for the past year. Scott joins the County of Renfrew on August 15, 2022.
- b) Jacklyn Stott, Economic Development and Entrepreneurship Coordinator, has resigned from the County of Renfrew to take on a new role with the Indian Agricultural Program of Ontario (IAOP). Her last day with the County was July 27, 2022.



CELEBRATING ALL THINGS GROWN, MADE AND CREATED WITHIN RENFREW COUNTY!

BARRY'S BAY

Royal Canadian Legion
Parking Lot
250 John Street
Friday, August 19th
10:00 am to 5:00 pm

EGANVILLE

Eganville Legion Field
9 Foran Street,
Friday, August 26th
12:00 pm to 7:00 pm

RENFREW

Low Square
in front of Town Hall
127 Raglan Street South,
Saturday, September 24th
8:00 am to 3:00 pm

DEEP RIVER

Town Hall Parking Lot,
Behind Town Hall
Champlain Street
Saturday, October 1
10:00 am to 3:00 pm

ARNPRIOR

John Street
Downtown Arnprior
Between Madawaska
& Eglin Streets
Sunday, October 2
9:00 am to 2:00 pm

COBDEN

Cobden Fair Grounds
43 Astrolab Road
Saturday, October 15
8:00 am to 3:00 pm

OTTAWA VALLEY TOURIST ASSOCIATION REPORT

Prepared by: Melissa Marquardt, Manager of Economic Development

Prepared for: Development and Property Committee

August 9, 2022

INFORMATION**1. Australian Tour Operator Highlights Ottawa Valley Paddling Opportunities [Strategic Plan Goal No. 1]**

Adventure World, an Australian tour operator, has been promoting the campaign – [Just Add Water](#) – which highlights the various whitewater rafting and paddling opportunities offered by our travel trade partners, including OWL Rafting and Madawaska Kanu Centre.

This campaign feature is a direct result of Adventure World visiting the Ottawa Valley and Ontario's Highlands during a post Rendez-vous Canada familiarization tour in 2018.

2. Culinary Tourism Strategy Development [Strategic Plan Goal No. 1]

The Ottawa Valley Tourist Association (OVTA) has received funding support from the Ontario's Highlands Tourism Organization (OHTO) for the creation of a culinary tourism strategy for the Ottawa Valley. The OVTA has engaged the services of the Culinary Tourism Alliance who will be leading the strategy development in consultation with the OVTA Board of Directors and local food and beverage industry. The strategy is to be complete by December 31, 2022.

3. Adventure Motorcycle Route Development [Strategic Plan Goal No. 1]

In partnership with the Ontario's Highlands Tourism Organization, the OVTA will be developing adventure riding routes as a secondary offering through the [Ride The Highlands](#) motorcycle marketing program.

Adventure riding is a fast growing segment of the motorcycle industry and has the potential to offer a different type of riding and exploring experience in the Ottawa Valley, attracting a new market of riders to the region. No

destinations/regions in Southern or Eastern Ontario currently target or provide formalized routes for this market providing an advantage for the Ottawa Valley to be the first.

The routes will be developed over late summer/early fall with a market launch in March 2023.

ENTERPRISE RENFREW COUNTY REPORT

Prepared by: Melissa Marquardt, Manager of Economic Development

Prepared for: Development and Property Committee

August 9, 2022

INFORMATION

1. Starter Company Plus [Strategic Plan Goal No. 1]

The first Starter Company Plus program for 2022-23 has resulted in 10 completed participants, with 8 intending to compete for \$4,000 grants. A survey has been launched to obtain feedback on the program quality with positive initial feedback.

The next intake session launches in September.

2. Summer Company [Strategic Plan Goal No. 1]

A total of four Summer Company participants have completed the required training and are now operational with their respective summer businesses. Business operations include two lawn care companies, an artist and a kayaking guide.

3. Outreach and Partnerships [Strategic Plan Goal No. 1]

Heather Inwood-Montrose, Small Business Advisor, has been actively undertaking outreach and partnership development by recently completing 45 municipal and social service organization visits to promote programs and services. This has resulted in increased referrals and inquiries across the regional footprint.

In July, Enterprise Renfrew County (ERC) delivered a virtual workshop series for existing and future entrepreneurs that attracted over 100 attendees.

ERC has partnered with the Town of Petawawa's Container Market to sponsor the Youth Market for youth entrepreneurs and promote the Summer Company program.

FORESTRY AND GIS DIVISION REPORT

Prepared by: Jason Davis, Manager of Forestry and GIS

Prepared for: Development and Property Committee

August 9, 2022

INFORMATION**1. Forestry Activities [Strategic Plan Goal No. 3]**

- a) A significant amount of work was undertaken by Forestry staff to assess conditions of several Renfrew County Forest Tracts after the May 21, 2022 windstorm. The most damage was sustained at Centennial Lake Tract, which is now undergoing a salvage harvest operation to make use of downed timber. Following this experience, the Division purchased a small drone, which will be able to help assess future forest health and disturbance conditions in a more efficient way. Attached as Appendix FORGIS-I are photos that portray some the damage that was sustained.
- b) The 2022 harvest operations are underway at Lorwall Lake Tract. An extension option was granted for Beachburg Tract because all of the successful bidder's crews are currently tied up in salvage operations, including at Renfrew County Forest's Centennial Lake Tract. Salvage work is time-sensitive because pine spoils quickly after blowdown. It is still hoped that operations will occur as scheduled at Beachburg Tract.
- c) A public information forestry tour occurred on August 4, 2022 at the Beachburg Tract, since it is popular with recreationalists. Information on the event was posted on Renfrew County Forest's new Facebook Page.
- d) The County Forester was interviewed for [TimberConnect Podcast](#) called "How Women Are Challenging The Status Quo In Forestry with....".
- e) Updated Migratory Birds Regulations, 2022 were published on June 8, 2022 ([Canada Gazette, Part 2, Volume 156, Number 12: Migratory Birds Regulations, 2022](#)), with major implications to several sectors including forestry. The main issues are outlined in a National Post news article attached as Appendix FORGIS-II is an article titled "Guilbeault's knotty new woodpecker rules knocked by farmers, ranchers and businesses," but essentially require enhanced protection and monitoring of

unoccupied pileated woodpecker nests. Environment and Climate Change Canada (ECCC) was not responsive to concerns from several sectors including the Forestry sector. Forestry staff have reached out to the Ministry of Natural Resources and Forestry (MNRF) staff to request an interpretation of how these new regulations may impact forest management. The measures already undertaken during values protection under the County of Renfrew's Forest Management Plan and Forest Operation Prescriptions should meet the requirements of the Regulations, but staff are undertaking a thorough review and consulting with other forest managers.

BY-LAWS

2. Policy GA-13 – Land Use Agreement – County of Renfrew Owned Trails

Recommendation: THAT the Development and Property Committee recommend that County Council adopt a By-law to amend By-Law 59-02 Corporate Policies and Procedures for the County of Renfrew to enact Policy GA-13 – Land Use Agreement – County of Renfrew Owned Trails.

Background

Attached as Appendix FORGIS-III is Policy GA-13 – Land Use Agreement – County of Renfrew Owned Trails which was written in response to the Algonquin Trail Advisory Committee's direction to prepare a Policy for the Algonquin Trail to facilitate future requests for use of the Algonquin Trail and K & P Recreational Trail surplus lands. The purpose of this Policy is to provide guidelines for staff when dealing with land use requests from abutting landowners on County trail properties and if warranted, the processing of applications to recognize existing uses upon trail property owned by the County of Renfrew.

At the direction of County Council in May, staff had legal counsel of Rasmussen Starr Ruddy of Ottawa review the draft Land Use Agreement with special attention to the use of "encroachment" within the document. Legal counsel has advised that they have no issues with the policy wording.

3. **Software Small Local Government Enterprise License Agreement (SG-EA)
Esri [Strategic Plan Goal No. 4]**

Recommendation: THAT the Development and Property Committee recommend that County Council adopt a By-law to enter into an Esri Regional Government Enterprise Agreement for a three-year period in the amount of \$207,000 plus HST.

Background

Development and Property Committee approved at the June meeting to enter into a three-year contract with Esri for the Small Local Government Enterprise License Agreement with the three-year costs to be taken from the Municipal Modernization Program (Intake 2 and Intake 3). Staff has consulted with the local municipalities are pleased to advise that all 17 municipalities confirmed they are willing to enter into an agreement to participate in the Small Local Government Enterprise License Agreement under the County of Renfrew's umbrella license.

Attached as Appendix FORGIS-IV are the Regional Government Enterprise documents that require execution by the County of Renfrew in order to move forward with a three-year commitment.









Guilbeault's knotty new woodpecker rules knocked by farmers, ranchers and businesses

The latest changes, the consortium's letter states, would result in 'significant negative impact' on both Canadian industry and the national economy

Author of the article:

[Bryan Passifiume](#)

Publishing date: Jun 14, 2022



Pileated woodpeckers at their nest. PHOTO BY ISTOCK/GETTY IMAGES

A broad coalition of industry groups has been trying to convince federal Environment Minister Steven Guilbeault that strict new rules supposedly protecting a particular woodpecker provide no meaningful benefit for the bird, but will frustrate economic development in diverse sectors ranging from forestry to renewable energy, while onerously burdening business owners and regulators.

However, their concerns have apparently fallen on deaf ears at the environment minister's office.

A consortium of seven industry associations submitted a letter in March to Guilbeault requesting he reconsider plans to include pileated woodpeckers to new stringent amendments meant to modernize Canada's Migratory Birds Regulations (MBR). They say the changes are being made without consultation or even basic scientific evidence, as the bird is already well protected and its populations are healthy.

“Even without the (new) protections ... Pileated Woodpeckers and their active nests will still be protected from industrial activity,” reads the letter.

It was signed by representatives of WaterPower Canada, Electricity Canada, the Canadian Federation of Agriculture, the Forest Products Association of Canada, the Canadian Federation of Forest Owners, the Canadian Association of Petroleum Producers and the Canadian Cattlemen's Association.

While offering their support to the other changes meant to modernize the MBCA, the group is concerned over the redesignation of the Pileated Woodpecker as a "schedule one" bird, a "conservation value" species under the rules.

"Failure to remove the Pileated Woodpecker from Schedule 1 will not only severely impact activities that are important to Canadians' quality of life today, but that are necessary to meet Canada's commitments on GHG mitigation and transitioning to a net-zero emissions economy," they wrote.

Under the old system, the nests of pileated woodpeckers were protected by federal regulation if they had birds or eggs living in them. The new rules will mean that if a pileated woodpecker abandons its nest in an area where there is industrial activity, the empty nest must be protected and monitored for 36 months, and remain empty throughout before it can be disturbed. If any other migratory bird of any species reoccupies the nest before the three-year waiting period is up, the clock resets to zero, and the nest must be protected and monitored for a new 36-month waiting period once it is abandoned again.

That could create thorny problems of its own, said Larry Thomas, environment manager at the Canadian Cattlemen's Association. "If you find on your property a pileated woodpecker nest, and that tree (that it's in) is dead or creating a problem, or you need to build a fence or something, you can't touch it for three years," he said.

Meanwhile, populations of the animal appear to be stable. Best known as the bird cartoonist Walter Lantz chose to base his character Woody Woodpecker on, the Pileated Woodpecker can be found in nearly every Canadian province, as well as along the American Atlantic, Pacific and Gulf coasts. While deforestation caused woodpecker populations to fall throughout the 18th and 19th centuries, conservation efforts and initiatives to reduce urban bird hazards successfully restored their numbers, with pileated woodpeckers listed in the "least concern" category on the International Union for Conservation of Nature (IUCN) Red List of Threatened Species.

"There really isn't a lot of logic behind this decision," said Thomas. "Populations are extremely good across its entire range in North America."

The new rules also compel landowners and industry to monitor nesting sites, a costly and possibly perilous task for a bird that routinely nests in tree cavities over 15 metres from the ground.

“This is inconsistent with other schedule one species’ nests that can be monitored safely and easily from a distance,” reads the letter.

Violations of the Migratory Birds Regulations can be subject to fines or even imprisonment.

The latest changes, the letter states, would result in “significant negative impact” on both Canadian industry and the national economy.

The coalition’s appeals to the ministry were evidently unsuccessful: the amendments were approved and published in *Canada Gazette* last Wednesday.

For the electricity sector, the letter states, the three-year monitoring period will hinder new renewable energy projects, as well as stymying the replacement, repair or upgrade of existing transmission lines. This would work against Canada’s goals to achieve net-zero GHG emissions “disproportionate to any additional conservation benefit for migratory birds,” the letters says. “Pileated woodpeckers often nest in utility poles and in trees along transmission and distribution rights-of-way.”

The letters’ authors also allege the decision to include the Pileated Woodpecker wasn’t transparent and lacked both industry consultation and the scientific evidence to support it.

The environment minister’s office did not respond to a request for comment for this story.

Thomas said anybody who works in the bush — be they utility companies, forestry, oil and gas or even private landowners — will be negatively impacted by the changes.

There are also concerns that while the MBR prohibits damage to nests, there are no compliance mechanisms, such as permits, regulations or codes and standards, that provide a framework for accidental or incidental harm.

“Without workable compliance mechanisms, the result will be unmanageable compliance burden for the sector and for the regulator, with negligible benefit for migratory birds,” the industry group wrote.

The coalition was supportive of keeping existing protections for the woodpecker that protects nests with birds still living in them “The proposed amended MBRs will still protect nests from harm while they have birds and/or viable eggs in them, and industry will continue to be diligent in ensuring these protections are adhered to, as they do for all migratory birds protected under the MBCA (Migratory Birds Convention Act),” the group wrote.

- *Email: bpassifume@postmedia.com / Twitter: [bryanpassifume](https://twitter.com/bryanpassifume)*

COUNTY OF RENFREW

BY-LAW NUMBER

**A BY-LAW TO AMEND BY-LAW 59-02 CORPORATE POLICIES AND PROCEDURES FOR
THE COUNTY OF RENFREW**

WHEREAS on November 27, 2002 the Corporation of the County of Renfrew enacted By-law No. 59-02, a By-law to establish Corporate Policies and Procedures for the County of Renfrew;

AND WHEREAS it is deemed desirable and expedient to amend the said By-law for the purpose of establishing a new policy and/or amending an existing policy and/or removing an existing policy;

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

1. THAT the following new or revised Policy attached to this By-law be hereby enacted as an amendment to the said By-law 59-02:
 - Policy GA-13 – Land Use Agreement – County of Renfrew Owned Trails.
2. THAT this By-law shall come into force and take effect upon the passing thereof.

READ a first time this 31st day of August 2022.

READ a second time this 31st day of August 2022.

READ a third time and finally passed this 31st day of August 2022.

DEBBIE ROBINSON, WARDEN

PAUL V. MOREAU, CLERK

| CORPORATE POLICIES AND PROCEDURES | | | |
|--|-------------------|---------------------------------------|---------------------------|
| SECTION: Development and Property | | | POLICY #: GA-13 |
| POLICY: Land Use Agreement Policy – County of Renfrew Owned Trails | | | |
| DATE: August 2022 | REV. DATE: | COVERAGE: All County Trails | PAGE #: 1 of 17 |

BACKGROUND

County of Renfrew Trail lands including the Algonquin and K & P Recreational Trails shall be kept free of encroachments. However, under certain circumstances the County may allow encroachments to take place. This Policy outlines the steps necessary to address existing or proposed encroachments on County-owned Trail lands.

PURPOSE

The purpose of this Policy is to provide guidelines for dealing with encroachments on County-owned Trail lands, and if warranted, the processing of applications to recognize existing encroachments on County-owned Trail lands, and proposed encroachments on County-owned Tail lands.

There are numerous examples around the County where individual property owners innocently, or with intent, have improved or built on County-owned Trail lands without the express permission of the County.

Where these situations exist, the County has the authority under the provisions of its policies and the *Municipal Act, 2001, S.O., 2001, c.25* (the "*Municipal Act, 2001*") as amended, to deal with the encroachments accordingly to manage the risk to the Municipality and continue to maintain access to public property either by removing the encroachments or entering into a Land Use Agreement with the adjacent property owner.

POLICY

All existing and proposed privately owned encroachments onto trails owned and under the jurisdiction of the County of Renfrew shall be subject to this Land Use Agreement Policy.

It is the general policy of the County that encroachments not be allowed onto

| CORPORATE POLICIES AND PROCEDURES | | | |
|--|-------------------|---------------------------------------|---------------------------|
| SECTION: Development and Property | | | POLICY #: GA-13 |
| POLICY: Land Use Agreement Policy – County of Renfrew Owned Trails | | | |
| DATE: August 2022 | REV. DATE: | COVERAGE: All County Trails | PAGE #: 2 of 17 |

County-owned Trail lands. Except as otherwise specifically permitted by the County, where an encroachment has been identified it must be removed and the lands returned to their original state to the satisfaction of the County. All related costs shall be at the expense of the encroaching party.

The County may approve encroachments under special circumstances where public safety is not affected, County interests are not adversely affected, and the public right of usage is not materially diminished by permitting the encroachment. Permission to allow an encroachment shall be by written agreement between the property owner and the County. Failure on the part of the encroaching party to agree to this process will result in the removal of the encroachment at the encroaching party's expense.

When an existing or proposed building or structure encroaches onto County-owned Trail lands, the County will require a Land Use Agreement if the County decides to allow the encroachment to remain under certain terms and conditions.

All encroachments, whether existing or proposed, shall be reviewed on a case-by-case basis. No decision by the County on one case shall be deemed to bind the County on another case.

Encroachments

No person shall encroach upon or take possession of any County-owned Trail lands by any means whatsoever, including the construction, installation or maintenance of any fence or structure, the dumping or storage of any materials or plantings, or planting, cultivating, grooming or landscaping thereon.

Other encroachments may be structural (e.g. construction of decks, pools, and retaining walls), non-structural (e.g. pool drainage, application of pesticides, waste dumping), or vegetative (e.g. planting of vegetable gardens, removal of wildflowers, shrubs, and trees).

| CORPORATE POLICIES AND PROCEDURES | | | |
|--|-------------------|---------------------------------------|---------------------------|
| SECTION: Development and Property | | | POLICY #: GA-13 |
| POLICY: Land Use Agreement Policy – County of Renfrew Owned Trails | | | |
| DATE: August 2022 | REV. DATE: | COVERAGE: All County Trails | PAGE #: 3 of 17 |

When an encroachment is discovered, the encroaching party may make an application to the County to continue the encroachment/land use. See Application for a Land Use Agreement set out below.

Applications to continue encroachments/land uses, or to propose new encroachments/land uses will only be considered in the event that the encroachments/land uses do not materially interfere with County operations and/or capital construction or the public right of usage.

Standards for Assessing Encroachments

The following is a non-exhaustive list of factors that will be considered by the County to militate against permitting an encroachment:

- The encroachment/land use creates an unsafe condition/poses a danger to the public, such as but not restricted to:
 - impeding or restricting sight lines, impedes normal access, obstructs vision of traffic or pedestrians, creates operational conflicts or creates hazards during the winter season (when snow covers the ground, such as rocks, boulders, wires, lines, etc.).
- The encroachment/land use diminishes the public’s right of usage, such as but not restricted to:
 - impeding the public’s passage and/or access along a travelled portion of a road or trail; or interferes or obstructs normal pedestrian, or vehicular use.
- The encroachment/land use interferes with the County’s current or future intent and purpose in holding the County owned Trail land.
- The encroachment/land use is an addition to existing buildings or other structures that would encroach or do encroach onto County-owned Trail land.
- The encroachment/land use creates liabilities for which the County cannot assign full responsibility to the owner of said encroachment.

| CORPORATE POLICIES AND PROCEDURES | | | |
|--|-------------------|---------------------------------------|---------------------------|
| SECTION: Development and Property | | | POLICY #: GA-13 |
| POLICY: Land Use Agreement Policy – County of Renfrew Owned Trails | | | |
| DATE: August 2022 | REV. DATE: | COVERAGE: All County Trails | PAGE #: 4 of 17 |

- Construction has commenced prior to the issuance of a required permit from the County.
- The encroachment/land use adversely affects County operations, work, plans, efforts or initiatives of the County to maintain County-owned Trail lands.
- The encroachment/land use interferes with any utility or other similar installation located on County-owned Trail lands including underground infrastructure.
- The encroachment/land use creates a situation that is contrary to any County By-law, County policy or resolution or any provincial or federal regulation or legislation.
- The applicant is unable to reasonably demonstrate a need for the encroachment/land use.
- The encroachment/land use will be in conflict with and/or create an issue with future capital works projects.

Insurance and Indemnity

In cases of an approved encroachment/land use, the landowner must provide insurance in a form satisfactory and acceptable to the County, at the time the Land Use Agreement is signed by the property owner.

The encroaching party must be capable of holding adequate insurance in perpetuity and indemnifying the County from all claims that may result by reason of the existence of the encroachment/land use.

The applicant will be required to maintain property damage and general liability insurance in the amount of \$2,000,000 (individual) or \$5,000,000 (corporation), or such higher amount as determined by the County as a condition of approving an encroachment, and the Corporation of the County of Renfrew must be named an additional insured on such policy. Specific coverages required under such policy may be different for individual applicants and corporate applicants and may differ as

| CORPORATE POLICIES AND PROCEDURES | | | |
|--|-------------------|---------------------------------------|---------------------------|
| SECTION: Development and Property | | | POLICY #: GA-13 |
| POLICY: Land Use Agreement Policy – County of Renfrew Owned Trails | | | |
| DATE: August 2022 | REV. DATE: | COVERAGE: All County Trails | PAGE #: 5 of 17 |

between applicants depending on the nature of the encroachment and the use of the lands. Please refer to Schedule “C” Form of Agreement for further specifics. The onus is on the landowner to carry the insurance in perpetuity and to provide the County with a certificate of insurance at renewal, or such other frequency as reasonably required by the County.

The applicant agrees to indemnify and hold harmless the County from and against all liability in respect to all claims that may arise or be made against the County resulting from the encroachment.

All approved encroachments/land uses are considered to be placed at the property owner’s own risk. The County is not responsible for repairing or replacing the lands that are subject to the encroachment/land use, or for any damages arising from normal County operation over lands onto which the encroachment may extend, including removal of snow, ice, trees, brush or other vegetation therefrom, or as a result of County repairs or reconstruction of the Trails.

Implementation Procedure

Upon the discovery of an encroachment onto County property, the registered owner of the encroaching property will be notified in writing of the encroachment and the options available to such owner, namely:

1. **REMOVAL:** Where the encroachment/land use is to be removed, removal and the associated expenses are the responsibility of the encroaching party, at the encroaching party’s own expense. Should the encroaching party not remove the encroachment within the specified period of time, then the County shall do so at the expense of the encroaching registered owner. All associated fees and charges will be billed to the encroaching registered owner. If the fees and charges are not paid as requested, they will be added to the tax roll as provided for under section 398(2) of the *Municipal Act, 2001*, as amended.
2. **LAND USE APPLICATION:** If the encroaching party wants to apply to the

| CORPORATE POLICIES AND PROCEDURES | | | |
|--|-------------------|---------------------------------------|---------------------------|
| SECTION: Development and Property | | | POLICY #: GA-13 |
| POLICY: Land Use Agreement Policy – County of Renfrew Owned Trails | | | |
| DATE: August 2022 | REV. DATE: | COVERAGE: All County Trails | PAGE #: 6 of 17 |

County of Renfrew for the right to continue the encroachment/land use, or propose a new encroachment/land use, they may make an application to the County following the process as outlined below under the Application for a Land Use Agreement.

3. **PURCHASE:** Where the encroachment/land use has existed for a period of time that the County deems to be significant, and the use throughout such period of time has been exclusive to the encroaching party, consideration may be given to the disposition of the occupied lands for costs including, but not limited to, survey, legal and registration fees. Following the County of Renfrew **Corporate Policies and Procedures GA-02 Disposal of Assets**, the County may, in its unfettered discretion, require that the fair market value of any lands to be so transferred also be paid to the County upon such disposition, and the County's own determination as to fair market value shall be final and not subject to appeal or assessment by any other party other than the County.

4. **LEASE:** If the encroaching party does not wish to purchase the lands, then a lease agreement may be considered for a period equal to the shorter of:
 - a) As long as the occupant continues to be the registered owner of the adjoining lands;
 - b) Until the encroachment is removed; or
 - c) Until the property is required for County purposes.

5. **LICENSE:**
 - a) If the land use or encroachment is intended to continue for a brief period not exceeding five years, or such longer period as the County may unilaterally determine is appropriate, and is not otherwise contrary to this Policy and may have commercial benefit, then a license agreement may be considered. Any such license granted shall be to the present owner of the adjacent property, and shall not run with the land and shall terminate on any transfer of the adjacent property by the

| CORPORATE POLICIES AND PROCEDURES | | | |
|--|-------------------|---------------------------------------|---------------------------|
| SECTION: Development and Property | | | POLICY #: GA-13 |
| POLICY: Land Use Agreement Policy – County of Renfrew Owned Trails | | | |
| DATE: August 2022 | REV. DATE: | COVERAGE: All County Trails | PAGE #: 7 of 17 |

licensee.

Application for Land Use Agreement

The following information must be submitted before the County will consider an Application for Land Use Agreement to authorize an existing or proposed encroachment/land use upon County-owned Trail land:

1. A completed Application Form attached as Appendix “A” to this Policy.
2. An application fee as established from time to time by the County.
3. A copy of the deed of the encroaching party’s lands which abut the subject County-owned Trail lands.
4. A plan or sketch of the subject lands with details of the land use clearly indicated thereon.
5. Any pertinent history of the land use such as the estimated length of time of the said land use has been in place, purpose, need to extend, etc.

The Application will be submitted to the County of Renfrew and circulated to appropriate Departments for review, comment and recommendations.

A staff report with a recommendation is then presented to the appropriate Committee for their consideration. Nothing in such staff report shall bind the said Committee or Council.

If approved by the County, the applicant will be required to pay all costs associated with the transaction, including the costs of the registration of the Land Use Agreement. A Registered Reference Plan indicating the land use as a Part thereon is required for the preparation of the Land Use Agreement and for registration purposes.

The Land Use Agreement will be prepared by the County of Renfrew and registered

| CORPORATE POLICIES AND PROCEDURES | | | |
|--|-------------------|---------------------------------------|---------------------------|
| SECTION: Development and Property | | | POLICY #: GA-13 |
| POLICY: Land Use Agreement Policy – County of Renfrew Owned Trails | | | |
| DATE: August 2022 | REV. DATE: | COVERAGE: All County Trails | PAGE #: 8 of 17 |

by the County’s Solicitors.

Form of Agreement

Attached as Schedule “C” to this Policy is the Form of Agreement to be used in cases where a Land Use Application has been approved. Minor deviations not impacting the nature of the Agreement may be permitted at the discretion of the County, and upon approval by the County’s Solicitors.

Enforcement

Encroaching on County-owned Trail land and/or failing to remove encroachments/land uses by the owner may result in penalties pursuant to the *Municipal Act, 2001* and County policy.

The County of Renfrew shall have the right to remove any encroachments and unauthorized land uses upon County-owned Trail land in contravention of County policy at the cost of the property owner.

Any fees, costs, and expenses incurred by the County in the enforcement of this Policy shall be added to the tax roll pursuant to Section 398 of the *Municipal Act, 2001*, as amended, from time to time.

ATTACHMENTS

- Schedule “A” – Land Use Agreement Application Form
- Schedule “B” – Land Use Agreement Proposal Sketch Form
- Schedule “C” – Sample of Form of Land Use Agreement

POLICY REVIEW AND PROCEDURE

This Policy will be reviewed as required, but in any case no later than five years from the date of the most recent review.

The County will be responsible for initiating the review of this Policy.

| CORPORATE POLICIES AND PROCEDURES | | | |
|--|-------------------|---------------------------------------|---------------------------|
| SECTION: Development and Property | | | POLICY #: GA-13 |
| POLICY: Land Use Agreement Policy – County of Renfrew Owned Trails | | | |
| DATE: August 2022 | REV. DATE: | COVERAGE: All County Trails | PAGE #: 9 of 17 |

Compensation Requirements

All approved Land Use Applications are subject to a one-time Administration Fee of \$250.00. Annual fees are in addition to the Administration Fee.

Annual Fees: Flat rate of \$2.50/square metre, plus HST, or a minimum of \$250 + HST annually with an escalation clause of 1.5%. For clarity, requests to cross the Trail for utilities and for non-registered on title access agreements, the fee is \$250 + HST annually with an escalation clause of 1.5%.

Waiving of Compensation Requirements

1. Should a new request for use of the County-owned Trail lands be beneficial to the County of Renfrew, the County may at its discretion waive the annual fees. A written request must be made to the Director of Development and Property.
2. The Forestry and GIS Services Division will review the request and make recommendations to the Director of Development and Property.
3. The Director of Development and Property is responsible for ensuring County staff have:
 - a) reviewed the condition of the requested portion of the County-owned Trail.
 - b) ensured compliance issues, as per the approved Land Use Policy, are extended to capture requested use of County-owned trail lands.
 - c) informed the Development and Property Committee of the request, through the appropriate Ad-Hoc Committee.
 - d) submitted a memorandum to the Director of Development and Property confirming acceptance of all necessary conditions.
4. The Director of Development and Property will submit a memorandum to the Chief Administrative Officer/Clerk, who has the approval to authorize the waiving of fees as per the Land Use Policy to the lease schedule.

| CORPORATE POLICIES AND PROCEDURES | | | |
|--|-------------------|---------------------------------------|----------------------------|
| SECTION: Development and Property | | | POLICY #: GA-13 |
| POLICY: Land Use Agreement Policy – County of Renfrew Owned Trails | | | |
| DATE: August 2022 | REV. DATE: | COVERAGE: All County Trails | PAGE #: 10 of 17 |

5. The Chief Administrative Officer/Clerk will approve or disapprove the request.

Schedule "A"

THE CORPORATION OF THE COUNTY OF RENFREW APPLICATION FOR LAND USE ON COUNTY-OWNED TRAIL LAND

| | | |
|---|------------------------------|-----------------------------|
| This is an application to consider the possibility of allowing land use or encroachment upon County-owned Trail land. | | |
| Applicant Name: | | |
| Mailing Address/County/Postal Code: | | |
| Telephone: | Email address: | |
| LAND USE or ENCROACHMENT INFORMATION | | |
| Physical Address of property to encroach onto County-owned Trail land: | | |
| Legal Description of Property: Roll # | Lot # | Con # |
| Plan # | Parts # | |
| Description of the land uses and/or encroachment: (sketch/survey must be attached or application will be considered incomplete) | | |
| Land Use / Encroachment Already Exists: | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| Proposed Land Use/Encroachment: <input type="checkbox"/> Y | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| Reasons for requesting land use/encroachment: | | |
| Do you have a survey showing the land uses? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, please submit two (2) full sized copies of the survey. Survey plan will be required for Agreement. | | |
| <p>The Applicant understands that this application is being made in accordance with the County's Land Use Policy and may be denied on any basis, including the presence of any of the following negative factors:</p> <ol style="list-style-type: none"> 1. The land use interferes with the County's intent and purpose in holding the County-owned Trail land; 2. New land uses onto park property; 3. Additions to existing buildings or other structures that would encroach or do encroach onto County-owned Trail lands; 4. The land use poses a danger to the public; 5. The land use creates an unsafe condition; 6. The land use creates liabilities for which the County cannot assign full responsibility to the owner of said land use/encroachment; 7. Construction has commenced prior to the issuance of a required permit from the County; 8. Adversely affects County operations, work, plans, efforts or initiatives of the County to maintain County-owned Trail lands; 9. The land use interferes with any utility or other similar installation located on County-owned Trail lands; 10. The land use creates a situation that is contrary to the any County By-Law, County policy or resolution or any provincial or federal regulation or legislation; 11. The applicant is unable to reasonably demonstrate a need for the encroachment. | | |

In the event that this application is approved, it will be necessary for the Applicant to execute a Land Use Agreement.

FEES ASSOCIATED WITH APPLICATION

| | |
|-----------------------------|--|
| One Time Administration Fee | \$250.00 once approved |
| Annual Fee | \$2.50 per metre sq + HST or minimum \$250 + HST |

SOLICITOR (if applicable)

Name:

Address:

Telephone #

Email:

CONSENT

I/We understand and agree to provide the County with an annual Certificate of Insurance, in perpetuity, as per County policy, and to provide evidence of such insurance annually at the time the annual license fee is paid.

I/We understand and agree to the terms of this Application.

I/We have enclosed the application fee : Yes No

I/We have enclosed a detailed sketch, site plan, or survey, "to scale", which clearly shows the location and measurements of all existing and/or proposed structures/land uses on the applicant's property and all existing and/or proposed structures/land uses on the abutting County-owned Trail land (i.e. septic systems, well, landscaping, vegetation, fence/wall, driveways and paths) Yes No

I/We have enclosed a letter of authorization from the applicant/property owner appointing an agent:
Yes No

I/We agree to pay the current applicable application and agreement fees and annual license fee.

I/We authorize County staff to enter onto the subject lands to conduct a site visit in accordance with the processing of this Land Use Agreement.

SIGNATURE(S)

Owner

Owner

Authorized Agent (please attached letter of authorization)

Date

Schedule "C"

SAMPLE AGREEMENT

THIS AGREEMENT made in duplicate this day of _____

B E T W E E N:

THE CORPORATION OF THE COUNTY OF RENFREW

(hereinafter called the "County") OF THE FIRST PART

A N D

XX

(hereinafter called the "Owner") OF THE SECOND PART

WHEREAS the Owner represents that they are the registered owner of certain lands and premises in the County of Renfrew, which abut on the side of [TRAIL], known municipally as [ADDRESS], in the County of Renfrew, and being more particularly described in Appendix "A" attached hereto;

AND WHEREAS [DESCRIBE LAND USE (in Appendix if necessary)], hereinafter referred to as "Land Use", has been wholly or partly constructed by the Owner, or its predecessors, in the County of Renfrew ;

AND WHEREAS the Owner has petitioned the Municipality of the Corporation of the County of Renfrew that they be allowed to maintain and use the said Land Use;

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the premises and the sum of TWO DOLLARS (\$2.00) of lawful money of Canada, now paid by the Owner to the County, the receipt whereof is hereby acknowledged, the Owner covenants and agrees with the County as follows:

1. The Owner, their executors, administrators, successors and assigns, are hereby allowed to use and maintain the Land Use, for so long as the Land Use shall remain in its present location, provided the Owner is not in default of the terms of this Agreement.

2. Upon demolition or removal of the Land Use, all parts of the Land Use upon County-owned Trail land for [ADDRESS] shall be removed by the Owner to the satisfaction of the County at the expense of the Owner, and without compensation to the Owner.

3. In the event of failure by the Owner to remove the Land Use as required by Section 2 hereof, the same may be removed by the forces of the County, without compensation to the Owner, and the cost of said removal shall be a first priority encumbrance upon the Owner's lands and may be recovered in a like manner as municipal taxes.

4. The Owner shall pay to the County so long as the said Land Use is used and maintained upon the road/trail the sum of [SUM] as an [ANNUAL CHARGE OR ONE TIME FEE] for such privilege and such fee or charge shall form a charge upon the lands of the Owner of the said lands, his executors, administrators, successors and assigns, and upon default of payment after reasonable notice may be recovered as a lien upon the said lands in a like manner as taxes. Failure to make payment in accordance with this section shall be considered a default under this Agreement, and at the election of the County, the County may revoke the Owner's use of the Land Use and require removal of the Land Use in accordance with Section 2 above.

5. [optional clause]

If, during the term of this Agreement, the County requires the use of part or all of the Land Use lands for any County purpose, the County may terminate this Agreement and require the Owner to remove the Land Use at the Owner's expense upon 90 days written notice being given to the Owner by the County. The Owner shall not make any claim against the County on account of such removal and will restore the Land Use lands to a safe and proper condition satisfactory to the County. Provided that if the Owner neglects, refuses or fails to do so within the time specified, the County may remove the Land Use and restore the lands to a safe and proper condition and may charge the cost thereof to the Owner, of which cost the invoice of the County will be final and the County may recover such cost from the Owner in any court of competent jurisdiction as a debt due by the Owner to the County. In addition, any fees due and any costs incurred upon termination of this Agreement shall be a first priority encumbrance upon the said lands herein described and may be recovered in like manner as municipal taxes. No remedy conferred upon or reserved to the County is intended to be exclusive of any other remedy whether given herein or not, but every such remedy shall be cumulative and shall be in addition to every other remedy.

6. for companies

The Owner shall at their own expense obtain and maintain during the term of this Agreement, and provide the County with evidence of comprehensive general liability insurance for an amount not less than Five Million (\$5,000,000.00) Dollars and shall include the County as an additional insured with respect to the Owners' use and operations on the property described in this Agreement; such policy to include non-owned automobile liability, personal injury, broad form property damage, contractual liability, owners' and contractors' protective, completed operations, contingent employers liability, cross liability and severability of interest clauses. The

aforementioned policy will not be cancelled or permitted to lapse unless the insurer notifies the County in writing at least thirty (30) days prior to the date of cancellation or expiry. The Owner will provide that evidence of such insurance shall be delivered to the County promptly at inception of this Agreement and thereafter on the insurance renewal date.

7. for homeowners

The Owner shall at their own expense obtain and maintain during the term of this Agreement, and provide the County with evidence of general liability insurance (homeowners) for an amount not less than Two Million (\$2,000,000.00) Dollars and shall include the County as an additional insured with respect to the Owners' use and operations on the property described in this Agreement. The aforementioned policy will not be cancelled or permitted to lapse unless the insurer notifies the County in writing at least thirty (30) days prior to the date of cancellation or expiry. The Owner will provide that evidence of such insurance shall be delivered to the County promptly at inception of this Agreement and thereafter on the insurance renewal date.

8. The Owner covenants that they shall maintain the Land Use in a good and safe condition, at their own expense, and that the Owner, their heirs, executors, administrators, successors and assigns, as Owner and occupiers from time to time of the said lands described in Appendix "A" attached hereto, will at all times indemnify and save harmless the County of and from all claims, loss, costs, damages and expenses of every nature whatsoever which the County or any third party, may suffer, be at or be put to, for or by reason of or on account of the existence of, use, maintenance or repair, or lack of repair of the said Land Use or anything done or purported to be done pursuant to this Agreement, or any act or neglect in carrying out anything to be done pursuant to this Agreement.

9. The Owner waives the right to make any claim against the County, its contractors, employees, or agents, relating in any way to the Land Use, for any losses or damage incurred by the Owner as a result of the actions or omissions of the County, whether or not those actions or omissions arise from the negligence of the County, its contractors, agents or employees.

10. Such sums as may become due or for which the Owner may be obligated under this Agreement respecting the said Land Use shall be a first priority encumbrance and charge upon the said lands and premises described in Appendix "A" attached hereto in priority to all other claims, liens, mortgages or charges.

11. The Owner covenants and agrees that this Agreement shall cover the Land Use upon the County owned property adjacent to the said lands described in Appendix "A" attached hereto, and does not imply or grant any permission to erect any part of any new building on the said encroachment, or enlarge or extend the said encroachment, unless otherwise explicitly stated in this Agreement.

12. This Agreement may, at the expense of the Owner, be registered on title to the property of the Owner, and the lands upon which the Land Use is conducted.

13. This agreement shall be binding upon the Owner, their heirs, executors, administrators, successors and assigns, as Owner and occupier from time to time of the lands and premises described in Appendix "A" attached hereto and the covenants herein contained shall be deemed to run with the lands and premises and bind the owners and occupiers thereof from time to time.

IN WITNESS WHEREOF the County and Owner have hereunto set their hand and seal.

THE CORPORATION OF THE COUNTY OF RENFREW

Per:
Title:
I have the authority to bind the Corporation

Per:
Title:
I have the authority to bind the Corporation

Witness:

OWNER

Witness:

OWNER #2 (if applicable)

OR

[CORPORATE OWNER]

Per:
Title:
I have the authority to bind the Corporation

COUNTY OF RENFREW

BY-LAW NUMBER

**A BY-LAW TO EXECUTE AN AGREEMENT BETWEEN THE COUNTY OF RENFREW
AND THE ESRI REGIONAL GOVERNMENT ENTERPRISE AGREEMENT**

WHEREAS Section 8, 9 and 11 of the Municipal Act, 2001, S.O. 2001, as amended, authorizes Council to enter into agreements;

AND WHEREAS the County of Renfrew deems it desirable to enter into an agreement between the County of Renfrew and the Esri Regional Government Enterprise for a three-year agreement effective August 1, 2022 granting access to the Esri RG-EA program.

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

1. That the agreement marked as Schedule "I" attached to and made part of this By-law shall constitute an agreement between the Municipal Corporation of the County of Renfrew and the Esri Regional Government Enterprise.
2. That the Warden and Clerk for the Corporation of the County of Renfrew are hereby authorized to sign and seal all things, papers and documents necessary to the execution of this By-law.
3. That this By-law shall come into force and take effect upon the passing thereof.

READ a first time this 31st day of August, 2022.

READ a second time this 31st day of August, 2022.

READ a third time and finally passed this 31st day of August, 2022.

DEBBIE ROBINSON, WARDEN

PAUL V. MOREAU, CAO/CLERK

August 2, 2022

Schedule I

Jason Davis
Forestry and GIS Manager
County of Renfrew
Planning
9 International Drive
Pembroke, ON K8A 6W5

Esri Regional Government Enterprise Agreement Quote #: 00029585

Dear Mr. Davis,

Thank you for your interest in Environmental Systems Research Institute, Inc. (Esri) software at your organization. As follow up to our discussions on establishing an Esri Regional Government Enterprise Agreement (RG-EA) for the County of Renfrew and its affiliates, I am pleased to provide you with our proposal outlining Esri's RG-EA program offering.

The Esri RG-EA is a three-year agreement that grants your organization access to the Esri software listed below on an unlimited basis including maintenance and unlimited technical support provided by Esri Canada on all software offered through the ELA for the term of the agreement. The Esri RG-EA will be effective on August 1, 2022 and will require a firm, three-year commitment.

The Esri RG-EA program includes unlimited access by your organization during the term of the agreement to the Esri software listed below. Licenses are valid for the term of the RG-EA.

ArcGIS for Desktop Software - Advanced, Standard and Basic.

ArcGIS for Desktop Extensions - 3D Analyst, Spatial Analyst, Geostatistical Analyst, Publisher, Network Analyst, Schematics, ArcGIS Workflow Manager, Data Reviewer.

ArcGIS Enterprise - Advanced and Standard (Enterprise and Workgroup).

ArcGIS Enterprise Extensions - 3D Analyst, Spatial Analyst, Geostatistical Analyst, Workflow Manager, Network Analyst.

ArcGIS Enterprise Additional Capability Server - Image Server.

ArcGIS Monitor

ArcGIS Engine

ArcGIS Engine Extensions - 3D Analyst, Spatial Analyst, Geodatabase Update, Network Analyst, Schematics.

ArcGIS Runtime - Standard.

ArcGIS Runtime Analysis Extension.

The Esri RG-EA program includes limited licenses of the following Esri software including the additional benefits listed below during the term of the RG-EA:

ArcGIS Developer Subscription - One (1) annual Professional subscription to ArcGIS Developer.

Esri CityEngine - Two (2) Single Use Licenses.

ArcGIS Online User Types - 250 Viewer, 250 Creator.

ArcGIS Online Service Credits - 37,500.

ArcGIS Enterprise User Type - Unlimited Viewer, 250 Creator.

ArcGIS Insights - Five (5) Licenses.

Insights in ArcGIS Enterprise - Five (5) Licenses.

Tracker for ArcGIS Online - 50 Licenses.

Tracker for ArcGIS Enterprise - 50 Licenses.

ArcGIS Parcel Fabric User Type Extension for ArcGIS Enterprise - Four (4) Licenses.

ArcGIS Utility Network User Type Extension for ArcGIS Enterprise - Four (4) Licenses.

ArcGIS Trace Network User Type Extension for ArcGIS Enterprise - Four (4) Licenses.

Esri International User Conference Registration Passes - Four (4) complimentary registrations for Esri International User Conference for each year the SG-EA is in effect.

Authorized Technical Support Callers - Four (4) named callers for technical support.

Self-Paced e-Learning (Web training) - Uncapped access to the Esri training site included during agreement term, as covered under standard maintenance.

The RG-EA fee for your earmarked 3-year period is a lump sum of **\$207,000.00** which is payable in annual installments as follows:

| Year 1 | Year 2 | Year 3 |
|---------------|---------------|---------------|
| \$ 67,600.00 | \$ 68,990.00 | \$ 70,410.00 |

Note: Applicable taxes are not included.

All current departments, employees, and in-house contractors of the organization will be eligible to use the Esri software and services listed above.

The following key business terms and conditions will apply:

- For existing users of Esri software, your organization must be current in maintenance to initiate an Esri RG-EA if those products are part of the agreement.
- If your organization wishes to acquire and/or maintain any Esri software during the term of the Esri RG-EA that is not included in this proposal, it may do so separately from the RG-EA at the current pricing that is available for your organization for software and maintenance.
- The Esri software and services included in this proposal may only be deployed and used by the departments and employees licensed to participate in the Esri RG-EA.
- In addition to the County of Renfrew, the following communities are included in the Esri RG-EA:

1. The Corporation of the United Townships of Head, Clara & Maria
 2. Township of Greater Madawaska
 3. Township of Madawaska Valley
 4. Township of Brudenell, Lyndoch & Raglan
 5. The Corporation of the Town of Laurentian Hills
 6. Township of Laurentian Valley
 7. Township of Killaoe, Hagarty & Richards
 8. The Corporation of the Township of Bonnechere Valley
 9. North Algona Wilberforce Township
 10. Corporation of the Township of Admaston\Bromley
 11. The Corporation of the Township of Whitewater Region
 12. Corporation of the Town of Petawawa
 13. The Corporation of the Township of McNab/Braeside
 14. Corporation of the Township of Horton
 15. Town of Renfrew
 16. The Corporation of the Town of Arnprior
 17. The Corporation of the Town of Deep River
- Esri technology that may be embedded in third-party products that your organization licensed or may acquire is not included under the Esri RG-EA.
 - Your organization will establish a single point of contact for orders and deliveries and will be responsible for redistribution to eligible users.
 - The first annual installment payment of the RG-EA will be due within 30 days of the effective date of the Esri RG-EA. The annual installment payments will be due within 30 days of the anniversary date of the effective date of the RG-EA.
 - Your organization will establish a Tier 1 support center to field calls from internal users of Esri software. The organization may designate up to four (4) individuals who may directly contact Esri Canada for Tier 2 technical support.
 - Your organization will provide an annual report of installed Esri software to Esri Canada.
 - Esri software and updates that your organization is licensed to use will be available for download automatically as they become available.
 - Your organization will act as an Esri reference site and will permit Esri to publicize its use of Esri software and services.
 - Licenses are valid for the term of the RG-EA.
 - The RG-EA entitlements and benefits available to your organization are conditional upon your organization being current in its payments of the applicable annual RG-EA fee installments.

This offer is valid until August 15, 2022. To accept this proposal, please have this proposal and the enclosed Esri RG-EA signed by an authorized signatory of your organization and return a signed copy of both the proposal and the whole Esri RG-EA to my attention.

By accepting this proposal your organization unconditionally acknowledges and agrees that in addition to the terms and conditions set out under this proposal, the order arising from this proposal is governed by the terms and conditions of the applicable Esri RG-EA and that no additional or different terms or conditions other than those expressly approved in writing by Esri and Esri Canada shall be binding on this order.

I appreciate the opportunity to present you with this proposal, and I believe it will bring great benefits to your organization. If you have any questions or require additional information, please contact me at (613) 691-1848 or email at sseymour@esri.ca. Otherwise, I will follow up with you within the next few weeks.

Thank you very much for your consideration.

Best regards,

Sam Seymour
Account Manager

This Esri ELA Proposal is Accepted and Agreed on behalf of County of Renfrew:

By:

Authorized Signature

Name:

Title:

Date:

Customer/Client

County of Renfrew
 Planning
 9 International Dr
 Pembroke, ON K8A 6W5
 Canada
 Attn / À l'attention de: **Jason Davis**
 Dept / Service: **Planning**
 Tel / Tél: **(613) 735-3204**
 Ext / Poste: **463**

Information

Sales Quote # / N° de la proposition: **00029585**
 Document Date / Date du document: **2022-08-02**
 Customer # / N° de client: **101169**
 Currency / Monnaie: **CAD**
 Validity Start Date / Début de la période de validité: **2022-08-02**
 Validity End Date / Fin de la période de validité: **2022-08-15**
 Sales Contact / Représentant: **Sam Seymour**

| Line# | Material / Description Produit / Description | Qty Qté | Ordered Comm | List Price Prix courant | Extended Price Total partiel |
|-------|--|------------|-----------------|----------------------------|---------------------------------|
| 1 | 7000128 Esri Small Local Government Enterprise License Agreement - Population 50K to 100K 2022-08-15 - 2023-08-14 | 1 | | \$67,600.00 EA | \$67,600.00 |
| 2 | 7000128 Esri Small Local Government Enterprise License Agreement - Population 50K to 100K 2023-08-15 - 2024-08-14 | 1 | | \$68,990.00 EA | \$68,990.00 |
| 3 | 7000128 Esri Small Local Government Enterprise License Agreement - Population 50K to 100K 2024-08-15 - 2025-08-14 | 1 | | \$70,410.00 EA | \$70,410.00 |

| | |
|---------------------------------------|---------------------|
| Term Licenses SubTotal/ Total Partiel | \$207,000.00 |
| SubTotal/ Total Partiel | \$207,000.00 |
| HST | \$26,910.00 |
| Total | \$233,910.00 |

Terms and Conditions

GENERAL TERMS

1. The information in this proposal quote is intended only for the person or entity to which it is addressed and may contain confidential and/or privileged material. Any review, re-transmission, dissemination, or other use of, or taking of any action in reliance to this information by persons, or entities, or other than the intended recipient, is prohibited.
2. Prices do not include applicable taxes or shipping unless specifically stated.
3. Unless otherwise quoted, prices do not include travel and expenses.
4. Prices quoted are based on fulfillment of the entire order. Any changes are subject to a revised quotation.
5. Esri Canada will not be liable for any failure of or delay in the performance of its obligations under a customer order for the period that such failure or delay is due to causes beyond Esri Canada's reasonable control. Such causes may include, but are not limited to, an act of God, cyber-attack, major disruption to a public infrastructure system, epidemic, public health emergency or government order.
6. Other than non-conflicting deliverables descriptions, quantities, pricing and delivery instructions any terms contained in any customer purchase order or other customer ordering document will not apply and are of no effect. No such terms override the terms of this document irrespective of the date of issuance of the purchase order or other customer ordering document or any performance or action by us unless we expressly agree in writing.
7. A signed proposal transmitted through electronic means such as fax or email is valid and binding even if an original paper document bearing the customer's original signature is not delivered.
8. These general terms apply to all orders.

PRODUCT OFFERING TERMS

9. **Esri Products Terms.** Environmental Systems Research Institute, Inc. (**Esri**) is the third-party licensor for all Esri products listed under this quote which are ordered from Esri Canada.
 - (a) Unless superseded by a signed Esri license agreement, all such Esri products shall be licensed only under Esri's standard licensing terms and conditions which are available online on Esri's website at <https://www.esri.com/en-us/legal/terms/master-agreement-product> as updated by Esri from time to time and may be requested separately from Esri Canada (**Esri Products Licensing Terms**). Esri provides the most current version of its governing Esri Products Licensing Terms on its website for licensees to review periodically for updates.
 - (b) For Esri products licensed through click-through licensing, customer agrees that the click-through version of the Esri Products Licensing Terms is required to be accepted by the customer during the product installation process for such Esri products. A copy of the applicable click-through version of the Esri Products Licensing Terms may also be requested separately from Esri Canada.
 - (c) You may have an existing signed Esri license agreement on file that covers your order for Esri products. If so, please reference the applicable Esri license agreement number on your purchase order. To clarify, unless superseded by your signed Esri license agreement, the Esri Products Licensing Terms will apply to your order.
10. **VertiGIS Products Terms.** VertiGIS North America Ltd., formerly Latitude Geographics Group Ltd. (**VertiGIS**) is the third-party licensor for all VertiGIS products listed under this quote which are ordered from Esri Canada. Unless superseded by a signed VertiGIS license agreement, all such VertiGIS products shall be licensed only under the terms and conditions of the VertiGIS click-through license agreement which is available on VertiGIS's website at <https://www.geocortex.com/legal/> as updated by VertiGIS from time to time and may be requested separately from Esri Canada.
11. **DigitalGlobe Product Terms.** Digital Globe, Inc. (**DigitalGlobe**) is the third-party licensor for all DigitalGlobe products listed under this quote which are ordered from Esri Canada. All such DigitalGlobe products listed under this quote shall be licensed only under DigitalGlobe's applicable standard licensing terms and conditions for such DigitalGlobe products which are available on DigitalGlobe's website at <https://www.digitalglobe.com/legal/information> as updated by DigitalGlobe from time to time and may be requested separately from Esri Canada (**DigitalGlobe Product License Terms**). By signing this proposal, accessing or using the DigitalGlobe product(s) you acknowledge that you have read, understand and agree to comply with the DigitalGlobe Product License Terms.
12. **Other Third-Party Products Terms.** Other third-party licensor products listed on this quote are governed by the applicable third-party licensor's licensing terms and conditions either available on such third-party licensor's website or provided separately by Esri Canada.
13. **Esri Canada Address Manager Web Application Terms.** Esri Canada's licensed Address Manager Web Application listed under this quote shall be licensed under Esri Canada's standard end-user licensing terms and conditions available online on Esri Canada's website at <https://www.esri.ca/addressmanagerterms> as updated by Esri Canada from time to time (**Address Manager Licensing Terms**) as a click-through version for customer's click-through acceptance or as a downloadable signature version for customer to sign and return to Esri Canada. Notwithstanding Esri Canada's receipt of a customer signed quote or customer issued purchase order, any customer order for Address Manager will not be binding on Esri Canada until the customer has accepted the Address Manager Licensing Terms for the ordered product as required by Esri Canada.
14. **Other General Product Terms:**
 - (a) For products listed under this quote subject to click-through licensing (**Click-Through Products**), the completion of the acceptance process of the applicable product click-through license agreement shall be binding on the customer invoiced in this quote.
 - (b) Products are not typically delivered with physical media. Applicable fees may apply if physical media is required.
 - (c) Unless otherwise agreed by Esri Canada in writing, all ordered products shall be delivered to customer with applicable product installation access information and materials (**Product Delivery**) and at any time prior to Product Delivery (**Cancellation Period**) customer may cancel its order by providing a written order cancellation notice to Esri Canada (**Order Cancellation Notice**). Customer's order for products (inclusive of Click-Through Products) shall be final and binding upon the expiration of the Cancellation Period unless Esri Canada is in receipt of a valid Order Cancellation Notice.
 - (d) **All disclaimer and limitation of liability provisions for the benefit of the licensor in the applicable license agreement shall equally extend and apply to Esri Canada with respect to Esri Canada's performance of this order.**

(e) All licensor product program offerings listed under this quote (e.g., educational programs and enterprise licensing programs) will be governed by the applicable program specific terms and conditions required for such offering and provided separately by Esri Canada.

15. **Product Maintenance and Support.** Esri Canada provides maintenance and technical support for eligible products ordered from Esri Canada in accordance with Esri Canada's most current version of its applicable Software Maintenance Program Policy available on Esri Canada's website at <https://www.esri.ca/softwaremaintenance> and may also be requested separately from Esri Canada.

TRAINING OFFERING TERMS

16. Training listed under this quote which is delivered by Esri Canada as an open enrollment instructor-led training course will be provided in accordance with Esri Canada's open enrollment terms and conditions available on Esri Canada's website at <https://esri.ca/trainingterms> and may be requested separately from Esri Canada.
17. Training listed under this quote which is delivered by Esri Canada as a client-specific instructor-led training course will be governed by Esri Canada's required Service Request terms and conditions.
18. Prepaid Esri Canada instructor-led training listed under this quote will be governed by the terms and conditions of the related Esri Canada proposal letter referencing this quote and Esri Canada's open enrollment terms and conditions available on Esri Canada's website at <https://esri.ca/trainingterms> and may be requested separately from Esri Canada.
19. All third-party delivered training offerings listed under this quote will be governed by the applicable training terms and conditions as required by the third-party which will be provided separately by such third-party.

ESRI CANADA ADVANTAGE PROGRAM OFFERING TERMS

20. An Esri Canada Advantage Program (**AP**) offering or additional AP Credits listed under this quote will be governed exclusively by Esri Canada's required AP offering terms and conditions and any additional payment terms included in an Esri Canada issued invoice.

Conditions

CONDITIONS GÉNÉRALES

1. Les informations contenues dans cette présente proposition devis sont destinées uniquement à la personne ou à l'entité à laquelle elles s'adressent et peuvent contenir des informations confidentielles ou privilégiées. Toute prise de connaissance, analyse, retransmission, diffusion ou autre utilisation de ces informations de même que toute action fondée sur ces informations par des personnes ou des entités autres que le destinataire prévu sont interdites.
2. Les prix n'incluent pas les taxes applicables ni les frais d'expédition, sauf indication contraire.
3. Sauf indication contraire, les prix ne comprennent pas les frais de déplacement ni les dépenses ou déboursés.
4. Esri Canada ne sera pas responsable de tout manquement ou retard dans l'exécution de ses obligations, relativement aux produits ou services commandés par un client, pour la période de temps pendant laquelle ce manquement ou ce retard est dû à des causes indépendantes du contrôle raisonnable d'Esri Canada, agissant raisonnablement. Ces causes peuvent inclure, sans s'y limiter, un cas de force majeure, une cyberattaque, une perturbation majeure d'un système d'infrastructure publique, une épidémie, une urgence de santé publique ou une ordonnance d'un gouvernement.
5. Les prix indiqués sont basés sur l'exécution de l'intégralité de la commande. Toute modification pourrait faire l'objet d'un devis révisé.
6. À l'exception des descriptions des produits livrables, des quantités, des prix et des instructions de livraison qui ne sont pas contradictoires, les conditions contenues dans tout bon de commande ou autre document de commande du client ne s'appliquent pas et n'ont aucun effet. Aucune condition stipulée dans un tel bon de commande ou autre document de commande du client ne peut remplacer l'une ou l'autre des conditions du présent document, et ce, sans égard à la date d'émission du bon de commande ou de l'autre document de commande du client, ni à toute action ou prestation de notre part, à moins que nous l'ayons expressément approuvée par écrit.
7. Une proposition signée transmise par des moyens électroniques tels que la télécopie ou le courrier électronique est valide et contraignante, même si un document papier original portant la signature originale du client n'est pas remis.
8. Les présentes conditions générales s'appliquent à toutes les commandes.

CONDITIONS DE L'OFFRE DE PRODUITS

9. **Conditions d'utilisation des produits Esri.** Environmental Systems Research Institute, Inc. (**Esri**) est le concédant de licence tiers pour tous les produits Esri énumérés dans le présent devis qui sont commandés auprès d'Esri Canada.
(a) À moins qu'elles soient remplacées par un contrat de licence Esri dûment signé, les licences de tous ces produits Esri peuvent uniquement être octroyées en vertu des conditions standards de licence d'Esri disponibles sur le site web d'Esri <https://www.esri.com/en-us/legal/terms/master-agreement-product> telles que mises à jour de temps à autre par Esri. Ces conditions peuvent être obtenues séparément auprès d'Esri Canada (**Conditions des licences de produits Esri**). Esri fournit la plus récente version des Conditions des licences de produits Esri sur son site web. Les détenteurs de licence sont invités à consulter régulièrement les mises à jour de ces conditions.
(b) Dans le cas des produits Esri sous licence en vertu d'un contrat d'achat au clic, le client reconnaît que la version des Conditions des licences de produits Esri applicable lors de l'achat au clic doit être acceptée par le client pendant le processus d'installation de ces produits Esri. Il est également possible d'obtenir séparément une copie de la version applicable des Conditions des licences de produits Esri pour les licences achetées au clic auprès d'Esri Canada.
(c) Il se peut que vous disposiez actuellement d'un contrat de licence Esri dûment signé couvrant votre commande de produits Esri. Si tel est le cas, veuillez indiquer le numéro de la licence Esri applicable sur votre bon de commande. Pour plus de clarté, à moins d'être remplacées par votre contrat de licence Esri dûment signé, les Conditions des licences de produits Esri s'appliqueront à votre commande.
10. **Conditions d'utilisation des produits VertiGIS.** VertiGIS North America Ltd., anciennement Latitude Geographics Group Ltd. (**VertiGIS**) est le concédant de licence tiers pour tous les produits VertiGIS énumérés dans le présent devis qui sont commandés auprès d'Esri Canada. À moins d'être remplacées par un contrat de licence VertiGIS dûment signé, les licences de tous ces produits VertiGIS peuvent uniquement être octroyées en vertu des conditions de licence des produits VertiGIS achetés au clic disponibles sur le site web de VertiGIS au <https://www.geocortex.com/legal/> que mises à jour de temps à autre par VertiGIS. Ces conditions peuvent être obtenues séparément auprès d'Esri Canada.
11. **Conditions d'utilisation des produits DigitalGlobe.** DigitalGlobe, Inc. (**DigitalGlobe**) est le concédant de licence tiers pour tous les produits DigitalGlobe énumérés dans le présent devis qui sont commandés auprès d'Esri Canada. Les licences de produits DigitalGlobe énumérés sur le présent devis peuvent uniquement être octroyées en vertu des conditions standards de licence applicables d'Esri Canada pour ces produits DigitalGlobe disponibles sur le site web d'Esri Canada <http://www.digitalglobe.com/legal/information> telles que mises à jour de temps à autre par DigitalGlobe. Ces conditions peuvent être obtenues séparément auprès d'Esri Canada (**Conditions des licences de produits DigitalGlobe**). En signant cette proposition, en accédant aux produits DigitalGlobe ou en utilisant les produits DigitalGlobe, vous reconnaissez que vous avez lu, compris et accepté de vous conformer aux Conditions des licences de produits DigitalGlobe.
12. **Conditions d'autres produits tiers.** Les autres produits de tiers concédants de licence énumérés sur le présent devis sont régis par les conditions de licence applicables du tiers concédant de licence, qui sont disponibles sur le site web de ce tiers concédant de licence ou fournies séparément par Esri Canada.
13. **Conditions de l'application web Address Manager d'Esri Canada.** La licence de l'application web Address Manager d'Esri Canada énumérés dans le présent devis sera accordée suivant les modalités de licence d'utilisateur final standard d'Esri Canada accessibles en ligne sur le site web d'Esri Canada à l'adresse <https://www.esri.ca/conditionsaddressmanager> et révisées par Esri Canada de temps à autre (les « modalités de licence Address Manager ») sous forme de version cliquable pour acceptation par le client ou sous forme de version téléchargeable avec signature que le client doit signer et retourner à Esri Canada. Nonobstant la réception par Esri Canada d'un devis signé par le client ou d'un bon de commande émis par le client, toute commande du client relativement à l'application Address Manager ne liera pas Esri Canada tant que le client n'aura pas accepté les modalités de licence Address Manager pour le produit commandé comme l'exige Esri Canada.
14. **Autres conditions générales sur les produits.**
(a) Pour tous les produits énumérés dans le présent devis qui peuvent être obtenus en vertu d'une licence achetée au clic (**Produits achetés au clic**), le fait de compléter le processus d'acceptation de la licence achetée au clic liera légalement le client figurant au présent devis.
(b) Les produits ne sont généralement pas livrés avec des supports physiques. Des frais applicables peuvent s'appliquer si des supports physiques sont requis.
(c) À moins d'une entente écrite à l'effet contraire acceptée par Esri Canada, tous les produits commandés doivent être fournis au client avec l'information et le matériel adéquats donnant accès à l'installation (**Livraison du produit**). À tout moment avant la livraison du produit (**Période d'annulation**), le client peut annuler sa commande,

à condition d'envoyer un avis d'annulation de commande écrit à Esri Canada (**Avis d'annulation de commande**). La commande de produits du client (y compris les Produits achetés au clic) sera définitive et exécutoire à l'expiration de la Période d'annulation, à moins qu'Esri Canada ait reçu un Avis d'annulation de commande valide.

(d) **Toutes les clauses de renonciation et de limitation de responsabilité au bénéfice du concédant de licence dans le contrat de licence applicable s'étendent et s'appliquent également à Esri Canada en ce qui concerne l'exécution de la présente commande par Esri Canada.**

(e) Toutes les offres de programmes des concédants de licence énumérées dans le présent devis (p. ex., les programmes de formation et les programmes de licences pour les entreprises) seront régies par des conditions propres et applicables à ces programmes, et fournies séparément par Esri Canada.

15. **Entretien et assistance pour les produits.** Esri Canada fournit des services d'entretien et d'assistance technique pour les produits admissibles commandés auprès d'Esri Canada conformément à la version la plus récente de sa politique du programme d'entretien des logiciels disponible sur le site web d'Esri Canada au <http://www.esri.ca/entretiendelogiciels>. Il est également possible d'en obtenir une copie séparément auprès d'Esri Canada.

CONDITIONS DES OFFRES DE FORMATION

16. La formation mentionnée dans le présent devis qui prend la forme d'un cours magistral ouvert à tous offert par Esri Canada sera offerte conformément aux conditions de la formation ouverte à tous d'Esri Canada disponibles sur le site web d'Esri Canada à l'adresse <https://esri.ca/conditionsdeformation>. Ces conditions peuvent également être obtenues séparément auprès d'Esri Canada.
17. La formation mentionnée dans le présent devis qui prend la forme d'un cours magistral propre au client offert par Esri Canada sera régie par les conditions de la demande de service d'Esri Canada exigées par cette dernière.
18. La formation mentionnée dans le présent devis qui prend la forme d'une formation prépayée dispensée par des instructeurs d'Esri Canada sera régie par les conditions de la lettre de La formation mentionnée dans le présent devis qui prend la forme d'un cours magistral propre au client offert par Esri Canada sera régie par les conditions de la demande de service d'Esri Canada exigées par cette dernière. proposition d'Esri Canada faisant référence au présent devis et par les conditions de la formation ouverte à tous d'Esri Canada disponibles sur le site web d'Esri Canada à l'adresse <https://esri.ca/conditionsdeformation>. Ces conditions peuvent également être obtenues séparément auprès d'Esri Canada.
19. Toutes les offres de formation fournies par des tiers et répertoriées dans la présente proposition seront régies par les conditions de formation applicables, requises par la tierce partie. Ces conditions seront fournies séparément par cette tierce partie.

CONDITIONS DU PROGRAMME AVANTAGES D'ESRI CANADA

20. Une offre de programme Avantage d'Esri Canada (**PA**) ou des crédits du PA supplémentaires indiquée dans le présent devis sera régie exclusivement par les conditions de l'offre de PA exigées par Esri Canada et par toute condition de paiement supplémentaire incluse dans une facture émise par Esri Canada.

This proposal is accepted by the customer when signed below or is deemed to be accepted upon the customer's issuance of a purchase order or other form of purchase commitment for the applicable offerings except as otherwise provided herein / Cette proposition est acceptée par le client lorsqu'elle est signée ci-dessous ou est réputée acceptée lorsque le client émet un bon de commande ou toute autre forme d'engagement d'achat pour les offres applicables sauf disposition contraire du présent document :

Name (Print) / Nom de la personne autorisée (en caractères d'imprimerie)

Title / Fonction

Full legal name of Customer / Nom officiel complet du client

Signature

Date

Purchase Order Number (if known). Please attach copy of PO if PO number is provided / Numéro du bon de commande (s'il est connu). Veuillez joindre une copie du bon de commande si le numéro du bon de commande est fourni.

When purchasing ArcGIS Online Named Users, provide the applicable ArcGIS Online Subscription ID(s) :

Proposal acceptance / Acceptation de la proposition

Check the box to confirm addresses below. Update in the address correction box below.

Cochez cette case pour confirmer l'adresse ci-dessous. Indiquer toute modification dans la case appropriée ci-dessous.

Invoice To / Facturer à

County of Renfrew
9 International Dr
Pembroke, ON K8A 6W5
Canada
Attn / À l'attention de: **Jason Davis**
Dept / Service: **Planning**
Tel / Tél: **(613) 735-3204**

Ship To / Livrer à

County of Renfrew
9 International Dr
Pembroke, ON K8A 6W5
Canada
Attn / À l'attention de: **Jason Davis**
Dept / Service: **Planning**
Tel / Tél: **(613) 735-3204**

End User / Nom de l'utilisateur final

County of Renfrew
9 International Dr
Pembroke, ON K8A 6W5
Canada

Address Correction

Address Correction

Address Correction

Esri Canada Contact information

To process this order, please contact Esri Canada Customer Care with your Purchase Order Number by faxing this confirmation to **416-441-0681** or scanned confirmation by e-mail to **customer care@esri.ca**.

Coordonnées d'Esri Canada

Pour traiter la présente commande, communiquez votre numéro de bon de commande au service à la clientèle d'Esri Canada en télécopiant la présente confirmation au **416-441-0681** ou encore en l'envoyant, numérisée, par courriel à **customer care@esri.ca**.

Physical media required (fees may apply) / Demande de logiciel sur support physique (des frais peuvent s'appliquer):

Yes / Oui

Provide any additional details below / Directives du client:

Please report any discrepancies to Customer Care at 1-800-447-9778 or customer care@esri.ca.
Veillez nous aviser de toute erreur à customer care@esri.ca ou en téléphonant au 1-800-447-9778.

Esri Use Only:

Cust. Name _____
Cust. # _____
PO # _____
Esri Agreement # 00310523.0



**REGIONAL GOVERNMENT
ENTERPRISE AGREEMENT
(RG1)**

This Agreement is by and between _____ County of Renfrew _____ ("**Managing Customer**") and **Environmental Systems Research Institute, Inc. ("Esri")**; and the Authorized Distributor listed on the signature page ("**Authorized Distributor**").

This Agreement sets forth the terms for Managing Customer's use of Products and incorporates by reference (i) the Quotation and (ii) the Master Agreement. Should there be any conflict between the terms and conditions of the documents that comprise this Agreement, the order of precedence for the documents shall be as follows: (i) the Quotation, (ii) this Agreement, and (iii) the Master Agreement. The modifications and additional rights granted in this Agreement apply only to the Products listed in Table A.

**Table A
List of Products**

Uncapped Quantities

Desktop Software and Extensions (Single Use)

ArcGIS Desktop Advanced
ArcGIS Desktop Standard
ArcGIS Desktop Basic
ArcGIS Desktop Extensions: ArcGIS 3D Analyst, ArcGIS Spatial Analyst, ArcGIS Geostatistical Analyst, ArcGIS Publisher, ArcGIS Network Analyst, ArcGIS Schematics, ArcGIS Workflow Manager, ArcGIS Data Reviewer

Enterprise Software and Extensions

ArcGIS Enterprise and Workgroup (Advanced and Standard)
ArcGIS Monitor
ArcGIS Enterprise Extensions: ArcGIS 3D Analyst, ArcGIS Spatial Analyst, ArcGIS Geostatistical Analyst, ArcGIS Network Analyst, ArcGIS Schematics, ArcGIS Workflow Manager

Enterprise Additional Capability Servers

ArcGIS Image Server

Developer Tools

ArcGIS Engine
ArcGIS Engine Extensions: ArcGIS 3D Analyst, ArcGIS Spatial Analyst, ArcGIS Engine Geodatabase Update, ArcGIS Network Analyst, ArcGIS Schematics
ArcGIS Runtime (Standard)
ArcGIS Runtime Analysis Extension

Limited Quantities

One (1) Professional subscription to ArcGIS Developer
Two (2) ArcGIS CityEngine Single Use Licenses
250 ArcGIS Online Viewers
250 ArcGIS Online Creators
37,500 ArcGIS Online Service Credits
250 ArcGIS Enterprise Creators
5 ArcGIS Insights in ArcGIS Enterprise
5 ArcGIS Insights in ArcGIS Online
50 ArcGIS Tracker for ArcGIS Enterprise
50 ArcGIS Tracker for ArcGIS Online
4 ArcGIS Parcel Fabric User Type Extensions (Enterprise)
4 ArcGIS Utility Network User Type Extensions (Enterprise)
4 ArcGIS Trace Network User Type Extensions (Enterprise)

OTHER BENEFITS

| | |
|---|----------|
| Number of Esri User Conference registrations provided annually | 4 |
| Number of Tier 1 Help Desk individuals authorized to call Distributor | 4 |
| Maximum number of sets of backup media, if requested* | 2 |

*Additional sets of backup media may be purchased for a fee

Managing Customer may accept this Agreement by signing and returning the whole Agreement with (i) the Quotation attached, (ii) a purchase order, or (iii) another document that matches the Quotation and references this Agreement ("**Ordering Document**"). **ADDITIONAL OR CONFLICTING TERMS IN MANAGING CUSTOMER'S PURCHASE ORDER OR OTHER DOCUMENT WILL NOT APPLY, AND THE TERMS OF THIS AGREEMENT WILL GOVERN.** This Agreement is effective as of the date of Authorized Distributor's or Esri's receipt of an Ordering Document, unless otherwise agreed to by the parties ("**Effective Date**"). An executed Agreement transmitted through electronic means, such as fax or e-mail, is valid and binding even if an original paper document bearing each party's original signature is not delivered.

This Agreement authorizes the entities listed in Attachment 1 (each an "**Authorized Entity**") to use Products listed in Table A, provided Authorized Entity signs and returns an executed Authorized Entity Acknowledgment Statement and agrees to be bound by the terms and conditions of this Agreement. Managing Customer may not Deploy any Products to an Authorized Entity until Managing Customer has received and sent to Authorized Distributor and Esri the executed Authorized Entity Acknowledgment Statement.

Term of Agreement: Three (3) years, August 1, 2022 - July 31, 2025

This Agreement supersedes any previous agreements, proposals, presentations, understandings, and arrangements between the parties relating to the licensing of the Products. Except as provided in Article 4—Product Updates, no modifications can be made to this Agreement.

Accepted and Agreed:

County of Renfrew
(Managing Customer)

Esri Canada Limited
(Authorized Distributor)

By: _____
Authorized Signature

By: _____
Authorized Signature

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

MANAGING CUSTOMER CONTACT INFORMATION

ENVIRONMENTAL SYSTEMS
RESEARCH INSTITUTE, INC.
(Esri)

Contact: _____

By: _____
Authorized Signature

Address: _____

Printed Name: William C. Fleming

City, State, Postal Code: _____

Title: Director, Contracts and Legal

Country: _____

Quotation Number (if applicable): _____

Telephone: _____

E-mail: _____

1.0—ADDITIONAL DEFINITIONS

In addition to the definitions provided in the Master Agreement, the following definitions apply to this Agreement:

"Case" means a failure of the Software or Online Services to operate according to the Documentation where such failure substantially impacts operational or functional performance.

"Customer" means Managing Customer and Authorized Entity.

"Deploy", "Deployed" and "Deployment" mean to redistribute and install the Products and related Authorization Codes within Customer's organization(s).

"Fee" means the fee set forth in the Quotation.

"Maintenance" means Tier 2 Support, Product updates, and Product patches provided to Managing Customer during the Term of Agreement.

"Master Agreement" means the applicable master agreement for Esri Products incorporated by this reference that is (i) found at <https://www.esri.com/en-us/legal/terms/full-master-agreement> and available in the installation process requiring acceptance by electronic acknowledgment or (ii) a signed Esri master agreement or license agreement that supersedes such electronically acknowledged master agreement.

"Product(s)" means the products identified in Table A—List of Products and any updates to the list Authorized Distributor or Esri provides in writing.

"Quotation" means the offer letter and quotation provided separately to Managing Customer.

"Technical Support" means the technical assistance for attempting resolution of a reported Case through error correction, patches, hot fixes, workarounds, replacement deliveries, or any other type of Product corrections or modifications.

"Tier 1 Help Desk" means Managing Customer's point of contact(s) to provide all Tier 1 Support within Customer's organization(s).

"Tier 1 Support" means the Technical Support provided by the Tier 1 Help Desk.

"Tier 2 Support" means the Technical Support provided to the Tier 1 Help Desk when a Case

cannot be resolved through Tier 1 Support. Customer will receive Tier 2 Support from the Authorized Distributor.

2.0—ADDITIONAL GRANT OF LICENSE

2.1 Grant of License. Subject to the terms and conditions of this Agreement, Esri grants to Customer a personal, nonexclusive, nontransferable license solely to use, copy and Deploy quantities of the Products listed in Table A—List of Products for the Term of Agreement (i) for the applicable Fee and (ii) in accordance with the Master Agreement. Additionally, Esri grants to Managing Customer the right to Deploy for Customer's internal use, provided prior to Deploying to an Authorized Entity, Authorized Distributor and Esri receive a signed copy of the Authorized Entity Acknowledgment Statement.

2.2 Consultant Access. Esri grants Customer the right to permit Customer's consultants or contractors to use the Products exclusively for Customer's benefit. Customer will be solely responsible for compliance by consultants and contractors with this Agreement and will ensure that the consultant or contractor discontinues use of Products upon completion of work for Customer. Access to or use of Products by consultants or contractors not exclusively for Customer's benefit is prohibited. Customer may not permit its consultants or contractors to install Software or Data on consultant, contractor, or third-party computers or remove Software or Data from Managing Customer locations, except for the purpose of hosting the Software or Data on Contractor servers for the benefit of Customer.

3.0—TERM, TERMINATION, AND EXPIRATION

3.1 Term. This Agreement and all licenses hereunder will commence on the Effective Date and continue for the duration identified in the Term of Agreement, unless this Agreement is terminated earlier as provided herein. Customer is only authorized to use Products during the Term of Agreement. For an Agreement with a limited term, Esri does not grant Customer an indefinite or a perpetual license to Products.

3.2 No Use upon Agreement Expiration or Termination. All Product licenses, all Maintenance, and Esri User Conference

registrations terminate upon expiration or termination of this Agreement.

3.3 Termination for a Material Breach. Either party may terminate this Agreement for a material breach by the other party. The breaching party will have thirty (30) days from the date of written notice to cure any material breach.

3.4 Termination for Lack of Funds. For an Agreement with government or government-owned entities, either party may terminate this Agreement before any subsequent year if Managing Customer is unable to secure funding through the legislative or governing body's approval process.

3.5 Follow-on Term. If the parties enter into another agreement substantially similar to this Agreement for an additional term, the effective date of the follow-on agreement will be the day after the expiration date of this Agreement.

3.6 Termination of an Individual Authorized Entity. Authorized Distributor and Esri may terminate the license rights of a particular Authorized Entity for material breach without terminating this Agreement with Managing Customer. The breaching Authorized Entity will be given a period of thirty (30) days from the date of written notice to cure any material breach. Upon the termination of an Authorized Entity, all Products Deployed to the Authorized Entity will also terminate. Managing Customer shall reasonably cooperate with Authorized Distributor and Esri in termination of an Authorized Entity for material breach of this Agreement, including enforcement of the Agreement with respect to such Authorized Entity. There will be no reduction in the Fee if an Authorized Entity's rights are terminated. The terminated Authorized Entity will have no further access to any benefits, entitlements, rights, or other items included in or otherwise related to this Agreement.

3.7 Termination by Authorized Entity. If an Authorized Entity no longer desires to participate in this Agreement, the Authorized Entity may terminate; however, there will be no decrease in the Fee as a result.

4.0—PRODUCT UPDATES

4.1 Future Updates. Esri reserves the right to update the list of Products in Table A—List of Products by providing written notice to Managing Customer. Customer may continue to use all Products that have been Deployed, but support and upgrades for deleted items may not be available. As new Products are incorporated into the standard program, they will be offered to Managing Customer via written notice for incorporation into the Products schedule at no additional charge. Customer's use of new or updated Products requires Customer to adhere to applicable additional or revised terms and conditions in the Master Agreement.

4.2 Product Life Cycle. During the Term of Agreement, some Products may be retired or may no longer be available to Deploy in the identified quantities. Maintenance will be subject to the individual Product Life Cycle Support Status and Product Life Cycle Support Policy, which can be found at <https://support.esri.com/en/other-resources/product-life-cycle>. Updates for Products in the mature and retired phases may not be available. Customer may continue to use Products already Deployed, but Managing Customer will not be able to Deploy retired Products.

5.0—MAINTENANCE

The Fee includes standard maintenance benefits during the Term of Agreement as specified in the most current applicable Authorized Distributor software maintenance policy as modified by this Article 5.0—Maintenance. At Esri's sole discretion, Esri may make patches, hot fixes, or updates available for download. No Software other than the defined Products will receive Maintenance. Customer may acquire maintenance for other Software outside this Agreement.

a. Tier 1 Support

1. Managing Customer will provide Tier 1 Support through the Tier 1 Help Desk to all Customer's authorized users.
2. The Tier 1 Help Desk will be fully trained in the Products.

3. At a minimum, Tier 1 Support will include those activities that assist the user in resolving how-to and operational questions as well as questions on installation and troubleshooting procedures.
4. The Tier 1 Help Desk will be the initial point of contact for all questions and reporting of a Case. The Tier 1 Help Desk will obtain a full description of each reported Case and the system configuration from the user. This may include obtaining any customizations, code samples, or data involved in the Case.
5. If the Tier 1 Help Desk cannot resolve the Case, an authorized Tier 1 Help Desk individual may contact Tier 2 Support. The Tier 1 Help Desk will provide support in such a way as to minimize repeat calls and make solutions to problems available to Customer's organization.
6. Tier 1 Help Desk individuals are the only individuals authorized to contact Tier 2 Support. Managing Customer may change the Tier 1 Help Desk individuals by written notice to Authorized Distributor.

b. Tier 2 Support

1. Tier 2 Support will log the calls received from Tier 1 Help Desk.
2. Tier 2 Support will review all information collected by and received from the Tier 1 Help Desk including preliminary documented troubleshooting provided by the Tier 1 Help Desk when Tier 2 Support is required.
3. Tier 2 Support may request that Tier 1 Help Desk individuals provide verification of information, additional information, or answers to additional questions to supplement any preliminary information gathering or troubleshooting performed by Tier 1 Help Desk.
4. Tier 2 Support will attempt to resolve the Case submitted by Tier 1 Help Desk.
5. When the Case is resolved, Tier 2 Support will communicate the information to Tier 1 Help Desk, and Tier 1 Help Desk will disseminate the resolution to the user(s).

6.0—ENDORSEMENT AND PUBLICITY

This Agreement will not be construed or interpreted as an exclusive dealings agreement or Customer's endorsement of Products. Either party may publicize the existence of this Agreement.

7.0—ADMINISTRATIVE REQUIREMENTS

7.1 OEM Licenses. Under Esri's OEM or Solution OEM programs, OEM partners are authorized to embed or bundle portions of Esri products and services with their application or service. OEM partners' business model, licensing terms and conditions, and pricing are independent of this Agreement. Customer will not seek any discount from the OEM partner or Esri based on the availability of Products under this Agreement. Customer will not decouple Esri products or services from the OEM partners' application or service.

7.2 Annual Report of Deployments. At each anniversary date and ninety (90) calendar days prior to the expiration of this Agreement, Managing Customer will provide the Authorized Distributor with a written report detailing all Deployments. Upon request, Customer will provide records sufficient to verify the accuracy of the annual report.

8.0—MERGERS, ACQUISITIONS, OR DIVESTITURES

If Customer is a commercial entity, Customer will notify Authorized Distributor and Esri in writing in the event of (i) a consolidation, merger, or reorganization of Customer with or into another corporation or entity; (ii) Customer's acquisition of another entity; or (iii) a transfer or sale of all or part of Customer's organization (subsections i, ii, and iii, collectively referred to as "**Ownership Change**"). There will be no decrease in Fee as a result of any Ownership Change.

8.1 If an Ownership Change increases the cumulative program count beyond the maximum level for this Agreement, Authorized Distributor and Esri reserve the right to increase the Fee or terminate this Agreement and the parties will negotiate a new agreement.

8.2 If an Ownership Change results in transfer or sale of a portion of Customer's organization, that portion of Customer's organization will transfer

the Products to Customer or uninstall, remove, and destroy all copies of the Products.

8.3 This Agreement may not be assigned to a successor entity as a result of an Ownership Change unless approved by Authorized Distributor and Esri in writing in advance. If the assignment to the new entity is not approved, Customer will require any successor entity to uninstall, remove, and destroy the Products. This Agreement will terminate upon such Ownership Change.

**ATTACHMENT 1
AUTHORIZED ENTITY LIST**

- | | |
|---|---|
| <p>1. Authorized Entity Name: <u>Customer 248</u> <u>The Corporation of the United Townships of Head,</u> <u>Clara & Maria</u> Contact Name: _____ Address: _____ Phone: _____ E-mail: _____</p> <p>2. Authorized Entity Name: <u>Customer 2518</u> <u>Township of Greater Madawaska</u> Contact Name: _____ Address: _____ Phone: _____ E-mail: _____</p> <p>3. Authorized Entity Name: <u>Customer 4123</u> <u>Township of Madawaska Valley</u> Contact Name: _____ Address: _____ Phone: _____ E-mail: _____</p> <p>4. Authorized Entity Name: <u>Customer 1503</u> <u>Township of Brudenell, Lyndoch & Raglan</u> Contact Name: _____ Address: _____ Phone: _____ E-mail: _____</p> <p>5. Authorized Entity Name: <u>Customer 2961</u> <u>The Corporation of the Town of Laurentian Hills</u> Contact Name: _____ Address: _____ Phone: _____ E-mail: _____</p> <p>6. Authorized Entity Name: <u>Customer 9387</u> <u>Township of Laurentian Valley</u> Contact Name: _____ Address: _____ Phone: _____ E-mail: _____</p> | <p>10. Authorized Entity Name: <u>Customer 2935</u> <u>The Corporation of the Township of</u> <u>Admaston\Bromley</u> Contact Name: _____ Address: _____ Phone: _____ E-mail: _____</p> <p>11. Authorized Entity Name: <u>Customer 7009</u> <u>The Corporation of the Township of Whitewater</u> <u>Region</u> Contact Name: _____ Address: _____ Phone: _____ E-mail: _____</p> <p>12. Authorized Entity Name: <u>Customer 17187</u> <u>Corporation of the Town of Petawawa</u> Contact Name: _____ Address: _____ Phone: _____ E-mail: _____</p> <p>13. Authorized Entity Name: <u>Customer 7178</u> <u>The Corporation of the Township of</u> <u>McNab/Braeside</u> Contact Name: _____ Address: _____ Phone: _____ E-mail: _____</p> <p>14. Authorized Entity Name: <u>Customer 2887</u> <u>The Corporation of the Township of Horton</u> Contact Name: _____ Address: _____ Phone: _____ E-mail: _____</p> <p>15. Authorized Entity Name: <u>Customer 8223</u> <u>Corporation of the Town of Renfrew</u> Contact Name: _____ Address: _____ Phone: _____ E-mail: _____</p> |
|---|---|

7. Authorized Entity Name: Customer 2420
Township of Killaoe, Hagarty & Richards
Contact Name: _____
Address: _____

Phone: _____
E-mail: _____

8. Authorized Entity Name: Customer 3674
The Corporation of the Township of Bonnechere
Valley
Contact Name: _____
Address: _____

Phone: _____
E-mail: _____

9. Authorized Entity Name: Customer 2915
Municipal Corporation of North Algona Wilberforce
Township
Contact Name: _____
Address: _____

Phone: _____
E-mail: _____

16. Authorized Entity Name: Customer 8795
The Corporation of the Town of Arnprior
Contact Name: _____
Address: _____

Phone: _____
E-mail: _____

17. Authorized Entity Name: Customer 4109
The Corporation of the Town of Deep River
Contact Name: _____
Address: _____

Phone: _____
E-mail: _____

18. Authorized Entity Name: _____
Contact Name: _____
Address: _____

Phone: _____
E-mail: _____

Prior to any Deployment to an Authorized Entity, Managing Customer shall require each such entity to be contractually bound to applicable terms and conditions by executing an Authorized Entity Acknowledgment Statement. Managing Customer shall keep a copy of the signed original acknowledgment for its records and forward a copy of the signed original to Authorized Distributor and Esri. Authorized Distributor and Esri may pursue remedies against Managing Customer or an individual Authorized Entity for material breach. Only Managing Customer has a right to Deploy.

AUTHORIZED ENTITY ACKNOWLEDGMENT STATEMENT

Environmental Systems Research Institute, Inc. ("**Esri**"), _____ Esri Canada Ltd _____ ("**Authorized Distributor**"), and _____ County of Renfrew _____ ("**Managing Customer**"), have entered into a Regional Government Enterprise ("**Agreement**") Agreement for licensing certain rights to use and Deploy Products and to receive maintenance for the term of the Agreement, subject to payment of fees and adherence to the terms and conditions of this Agreement. Esri has authorized Managing Customer to Deploy Products to Authorized Entity provided Authorized Entity signs and returns this Authorized Entity Acknowledgment Statement.

Accordingly, Authorized Entity, as a Customer, represents it has received and read the Agreement, and understands and agrees to be bound by the Agreement, for use of Products received from Managing Customer. Authorized Entity agrees that Authorized Distributor and Esri may pursue remedies against Authorized Entity for material breach of the Agreement. All Deployments made by Managing Customer to Authorized Entity shall be made through Managing Customer's centralized point of contact. Tier 1 Help Desk will provide Maintenance to Authorized Entity. Authorized Entity grants Managing Customer the right to unilaterally sign amendments to this Agreement, which shall be binding on Authorized Entity.

No other rights are granted to Authorized Entity under this acknowledgment.

Accepted and Agreed:

The Corporation of the United Townships of Head, Clara & Maria
(Authorized Entity)

Signature: _____

Printed Name: _____

Title: _____

Date: _____

AUTHORIZED ENTITY ACKNOWLEDGMENT STATEMENT

Environmental Systems Research Institute, Inc. ("**Esri**"), _____ Esri Canada Ltd _____ ("**Authorized Distributor**"), and _____ County of Renfrew _____ ("**Managing Customer**"), have entered into a Regional Government Enterprise ("**Agreement**") Agreement for licensing certain rights to use and Deploy Products and to receive maintenance for the term of the Agreement, subject to payment of fees and adherence to the terms and conditions of this Agreement. Esri has authorized Managing Customer to Deploy Products to Authorized Entity provided Authorized Entity signs and returns this Authorized Entity Acknowledgment Statement.

Accordingly, Authorized Entity, as a Customer, represents it has received and read the Agreement, and understands and agrees to be bound by the Agreement, for use of Products received from Managing Customer. Authorized Entity agrees that Authorized Distributor and Esri may pursue remedies against Authorized Entity for material breach of the Agreement. All Deployments made by Managing Customer to Authorized Entity shall be made through Managing Customer's centralized point of contact. Tier 1 Help Desk will provide Maintenance to Authorized Entity. Authorized Entity grants Managing Customer the right to unilaterally sign amendments to this Agreement, which shall be binding on Authorized Entity.

No other rights are granted to Authorized Entity under this acknowledgment.

Accepted and Agreed:

Township of Greater Madawaska
(Authorized Entity)

Signature: _____

Printed Name: _____

Title: _____

Date: _____

AUTHORIZED ENTITY ACKNOWLEDGMENT STATEMENT

Environmental Systems Research Institute, Inc. ("**Esri**"), _____ Esri Canada Ltd _____ ("**Authorized Distributor**"), and _____ County of Renfrew _____ ("**Managing Customer**"), have entered into a Regional Government Enterprise ("**Agreement**") Agreement for licensing certain rights to use and Deploy Products and to receive maintenance for the term of the Agreement, subject to payment of fees and adherence to the terms and conditions of this Agreement. Esri has authorized Managing Customer to Deploy Products to Authorized Entity provided Authorized Entity signs and returns this Authorized Entity Acknowledgment Statement.

Accordingly, Authorized Entity, as a Customer, represents it has received and read the Agreement, and understands and agrees to be bound by the Agreement, for use of Products received from Managing Customer. Authorized Entity agrees that Authorized Distributor and Esri may pursue remedies against Authorized Entity for material breach of the Agreement. All Deployments made by Managing Customer to Authorized Entity shall be made through Managing Customer's centralized point of contact. Tier 1 Help Desk will provide Maintenance to Authorized Entity. Authorized Entity grants Managing Customer the right to unilaterally sign amendments to this Agreement, which shall be binding on Authorized Entity.

No other rights are granted to Authorized Entity under this acknowledgment.

Accepted and Agreed:

Township of Madawaska Valley
(Authorized Entity)

Signature: _____

Printed Name: _____

Title: _____

Date: _____

AUTHORIZED ENTITY ACKNOWLEDGMENT STATEMENT

Environmental Systems Research Institute, Inc. ("**Esri**"), _____ Esri Canada Ltd _____ ("**Authorized Distributor**"), and _____ County of Renfrew _____ ("**Managing Customer**"), have entered into a Regional Government Enterprise ("**Agreement**") Agreement for licensing certain rights to use and Deploy Products and to receive maintenance for the term of the Agreement, subject to payment of fees and adherence to the terms and conditions of this Agreement. Esri has authorized Managing Customer to Deploy Products to Authorized Entity provided Authorized Entity signs and returns this Authorized Entity Acknowledgment Statement.

Accordingly, Authorized Entity, as a Customer, represents it has received and read the Agreement, and understands and agrees to be bound by the Agreement, for use of Products received from Managing Customer. Authorized Entity agrees that Authorized Distributor and Esri may pursue remedies against Authorized Entity for material breach of the Agreement. All Deployments made by Managing Customer to Authorized Entity shall be made through Managing Customer's centralized point of contact. Tier 1 Help Desk will provide Maintenance to Authorized Entity. Authorized Entity grants Managing Customer the right to unilaterally sign amendments to this Agreement, which shall be binding on Authorized Entity.

No other rights are granted to Authorized Entity under this acknowledgment.

Accepted and Agreed:

Township of Brudenell, Lyndoch & Raglan
(Authorized Entity)

Signature: _____

Printed Name: _____

Title: _____

Date: _____

AUTHORIZED ENTITY ACKNOWLEDGMENT STATEMENT

Environmental Systems Research Institute, Inc. ("**Esri**"), _____ Esri Canada Ltd _____ ("**Authorized Distributor**"), and _____ County of Renfrew _____ ("**Managing Customer**"), have entered into a Regional Government Enterprise ("**Agreement**") Agreement for licensing certain rights to use and Deploy Products and to receive maintenance for the term of the Agreement, subject to payment of fees and adherence to the terms and conditions of this Agreement. Esri has authorized Managing Customer to Deploy Products to Authorized Entity provided Authorized Entity signs and returns this Authorized Entity Acknowledgment Statement.

Accordingly, Authorized Entity, as a Customer, represents it has received and read the Agreement, and understands and agrees to be bound by the Agreement, for use of Products received from Managing Customer. Authorized Entity agrees that Authorized Distributor and Esri may pursue remedies against Authorized Entity for material breach of the Agreement. All Deployments made by Managing Customer to Authorized Entity shall be made through Managing Customer's centralized point of contact. Tier 1 Help Desk will provide Maintenance to Authorized Entity. Authorized Entity grants Managing Customer the right to unilaterally sign amendments to this Agreement, which shall be binding on Authorized Entity.

No other rights are granted to Authorized Entity under this acknowledgment.

Accepted and Agreed:

The Corporation of the Town of Laurentian Hills
(Authorized Entity)

Signature: _____

Printed Name: _____

Title: _____

Date: _____

AUTHORIZED ENTITY ACKNOWLEDGMENT STATEMENT

Environmental Systems Research Institute, Inc. ("**Esri**"), _____ Esri Canada Ltd _____ ("**Authorized Distributor**"), and _____ County of Renfrew _____ ("**Managing Customer**"), have entered into a Regional Government Enterprise ("**Agreement**") Agreement for licensing certain rights to use and Deploy Products and to receive maintenance for the term of the Agreement, subject to payment of fees and adherence to the terms and conditions of this Agreement. Esri has authorized Managing Customer to Deploy Products to Authorized Entity provided Authorized Entity signs and returns this Authorized Entity Acknowledgment Statement.

Accordingly, Authorized Entity, as a Customer, represents it has received and read the Agreement, and understands and agrees to be bound by the Agreement, for use of Products received from Managing Customer. Authorized Entity agrees that Authorized Distributor and Esri may pursue remedies against Authorized Entity for material breach of the Agreement. All Deployments made by Managing Customer to Authorized Entity shall be made through Managing Customer's centralized point of contact. Tier 1 Help Desk will provide Maintenance to Authorized Entity. Authorized Entity grants Managing Customer the right to unilaterally sign amendments to this Agreement, which shall be binding on Authorized Entity.

No other rights are granted to Authorized Entity under this acknowledgment.

Accepted and Agreed:

Township of Laurentian Valley
(Authorized Entity)

Signature: _____

Printed Name: _____

Title: _____

Date: _____

AUTHORIZED ENTITY ACKNOWLEDGMENT STATEMENT

Environmental Systems Research Institute, Inc. ("**Esri**"), _____ Esri Canada Ltd _____ ("**Authorized Distributor**"), and _____ County of Renfrew _____ ("**Managing Customer**"), have entered into a Regional Government Enterprise ("**Agreement**") Agreement for licensing certain rights to use and Deploy Products and to receive maintenance for the term of the Agreement, subject to payment of fees and adherence to the terms and conditions of this Agreement. Esri has authorized Managing Customer to Deploy Products to Authorized Entity provided Authorized Entity signs and returns this Authorized Entity Acknowledgment Statement.

Accordingly, Authorized Entity, as a Customer, represents it has received and read the Agreement, and understands and agrees to be bound by the Agreement, for use of Products received from Managing Customer. Authorized Entity agrees that Authorized Distributor and Esri may pursue remedies against Authorized Entity for material breach of the Agreement. All Deployments made by Managing Customer to Authorized Entity shall be made through Managing Customer's centralized point of contact. Tier 1 Help Desk will provide Maintenance to Authorized Entity. Authorized Entity grants Managing Customer the right to unilaterally sign amendments to this Agreement, which shall be binding on Authorized Entity.

No other rights are granted to Authorized Entity under this acknowledgment.

Accepted and Agreed:

Township of Killaroe, Hagarty & Richards
(Authorized Entity)

Signature: _____

Printed Name: _____

Title: _____

Date: _____

AUTHORIZED ENTITY ACKNOWLEDGMENT STATEMENT

Environmental Systems Research Institute, Inc. ("**Esri**"), _____ Esri Canada Ltd _____ ("**Authorized Distributor**"), and _____ County of Renfrew _____ ("**Managing Customer**"), have entered into a Regional Government Enterprise ("**Agreement**") Agreement for licensing certain rights to use and Deploy Products and to receive maintenance for the term of the Agreement, subject to payment of fees and adherence to the terms and conditions of this Agreement. Esri has authorized Managing Customer to Deploy Products to Authorized Entity provided Authorized Entity signs and returns this Authorized Entity Acknowledgment Statement.

Accordingly, Authorized Entity, as a Customer, represents it has received and read the Agreement, and understands and agrees to be bound by the Agreement, for use of Products received from Managing Customer. Authorized Entity agrees that Authorized Distributor and Esri may pursue remedies against Authorized Entity for material breach of the Agreement. All Deployments made by Managing Customer to Authorized Entity shall be made through Managing Customer's centralized point of contact. Tier 1 Help Desk will provide Maintenance to Authorized Entity. Authorized Entity grants Managing Customer the right to unilaterally sign amendments to this Agreement, which shall be binding on Authorized Entity.

No other rights are granted to Authorized Entity under this acknowledgment.

Accepted and Agreed:

The Corporation of the Township of Bonnechere Valley
(Authorized Entity)

Signature: _____

Printed Name: _____

Title: _____

Date: _____

AUTHORIZED ENTITY ACKNOWLEDGMENT STATEMENT

Environmental Systems Research Institute, Inc. ("**Esri**"), _____ Esri Canada Ltd _____ ("**Authorized Distributor**"), and _____ County of Renfrew _____ ("**Managing Customer**"), have entered into a Regional Government Enterprise ("**Agreement**") Agreement for licensing certain rights to use and Deploy Products and to receive maintenance for the term of the Agreement, subject to payment of fees and adherence to the terms and conditions of this Agreement. Esri has authorized Managing Customer to Deploy Products to Authorized Entity provided Authorized Entity signs and returns this Authorized Entity Acknowledgment Statement.

Accordingly, Authorized Entity, as a Customer, represents it has received and read the Agreement, and understands and agrees to be bound by the Agreement, for use of Products received from Managing Customer. Authorized Entity agrees that Authorized Distributor and Esri may pursue remedies against Authorized Entity for material breach of the Agreement. All Deployments made by Managing Customer to Authorized Entity shall be made through Managing Customer's centralized point of contact. Tier 1 Help Desk will provide Maintenance to Authorized Entity. Authorized Entity grants Managing Customer the right to unilaterally sign amendments to this Agreement, which shall be binding on Authorized Entity.

No other rights are granted to Authorized Entity under this acknowledgment.

Accepted and Agreed:

Municipal Corporation of North Algona Wilberforce Township
(Authorized Entity)

Signature: _____

Printed Name: _____

Title: _____

Date: _____

AUTHORIZED ENTITY ACKNOWLEDGMENT STATEMENT

Environmental Systems Research Institute, Inc. ("**Esri**"), _____ Esri Canada Ltd _____ ("**Authorized Distributor**"), and _____ County of Renfrew _____ ("**Managing Customer**"), have entered into a Regional Government Enterprise ("**Agreement**") Agreement for licensing certain rights to use and Deploy Products and to receive maintenance for the term of the Agreement, subject to payment of fees and adherence to the terms and conditions of this Agreement. Esri has authorized Managing Customer to Deploy Products to Authorized Entity provided Authorized Entity signs and returns this Authorized Entity Acknowledgment Statement.

Accordingly, Authorized Entity, as a Customer, represents it has received and read the Agreement, and understands and agrees to be bound by the Agreement, for use of Products received from Managing Customer. Authorized Entity agrees that Authorized Distributor and Esri may pursue remedies against Authorized Entity for material breach of the Agreement. All Deployments made by Managing Customer to Authorized Entity shall be made through Managing Customer's centralized point of contact. Tier 1 Help Desk will provide Maintenance to Authorized Entity. Authorized Entity grants Managing Customer the right to unilaterally sign amendments to this Agreement, which shall be binding on Authorized Entity.

No other rights are granted to Authorized Entity under this acknowledgment.

Accepted and Agreed:

The Corporation of the Township of Admaston\Bromley
(Authorized Entity)

Signature: _____

Printed Name: _____

Title: _____

Date: _____

AUTHORIZED ENTITY ACKNOWLEDGMENT STATEMENT

Environmental Systems Research Institute, Inc. ("**Esri**"), _____ Esri Canada Ltd _____ ("**Authorized Distributor**"), and _____ County of Renfrew _____ ("**Managing Customer**"), have entered into a Regional Government Enterprise ("**Agreement**") Agreement for licensing certain rights to use and Deploy Products and to receive maintenance for the term of the Agreement, subject to payment of fees and adherence to the terms and conditions of this Agreement. Esri has authorized Managing Customer to Deploy Products to Authorized Entity provided Authorized Entity signs and returns this Authorized Entity Acknowledgment Statement.

Accordingly, Authorized Entity, as a Customer, represents it has received and read the Agreement, and understands and agrees to be bound by the Agreement, for use of Products received from Managing Customer. Authorized Entity agrees that Authorized Distributor and Esri may pursue remedies against Authorized Entity for material breach of the Agreement. All Deployments made by Managing Customer to Authorized Entity shall be made through Managing Customer's centralized point of contact. Tier 1 Help Desk will provide Maintenance to Authorized Entity. Authorized Entity grants Managing Customer the right to unilaterally sign amendments to this Agreement, which shall be binding on Authorized Entity.

No other rights are granted to Authorized Entity under this acknowledgment.

Accepted and Agreed:

The Corporation of the Township of Whitewater Region
(Authorized Entity)

Signature: _____

Printed Name: _____

Title: _____

Date: _____

AUTHORIZED ENTITY ACKNOWLEDGMENT STATEMENT

Environmental Systems Research Institute, Inc. ("**Esri**"), _____ Esri Canada Ltd _____ ("**Authorized Distributor**"), and _____ County of Renfrew _____ ("**Managing Customer**"), have entered into a Regional Government Enterprise ("**Agreement**") Agreement for licensing certain rights to use and Deploy Products and to receive maintenance for the term of the Agreement, subject to payment of fees and adherence to the terms and conditions of this Agreement. Esri has authorized Managing Customer to Deploy Products to Authorized Entity provided Authorized Entity signs and returns this Authorized Entity Acknowledgment Statement.

Accordingly, Authorized Entity, as a Customer, represents it has received and read the Agreement, and understands and agrees to be bound by the Agreement, for use of Products received from Managing Customer. Authorized Entity agrees that Authorized Distributor and Esri may pursue remedies against Authorized Entity for material breach of the Agreement. All Deployments made by Managing Customer to Authorized Entity shall be made through Managing Customer's centralized point of contact. Tier 1 Help Desk will provide Maintenance to Authorized Entity. Authorized Entity grants Managing Customer the right to unilaterally sign amendments to this Agreement, which shall be binding on Authorized Entity.

No other rights are granted to Authorized Entity under this acknowledgment.

Accepted and Agreed:

Corporation of the Town of Petawawa
(Authorized Entity)

Signature: _____

Printed Name: _____

Title: _____

Date: _____

AUTHORIZED ENTITY ACKNOWLEDGMENT STATEMENT

Environmental Systems Research Institute, Inc. ("**Esri**"), _____ Esri Canada Ltd _____ ("**Authorized Distributor**"), and _____ County of Renfrew _____ ("**Managing Customer**"), have entered into a Regional Government Enterprise ("**Agreement**") Agreement for licensing certain rights to use and Deploy Products and to receive maintenance for the term of the Agreement, subject to payment of fees and adherence to the terms and conditions of this Agreement. Esri has authorized Managing Customer to Deploy Products to Authorized Entity provided Authorized Entity signs and returns this Authorized Entity Acknowledgment Statement.

Accordingly, Authorized Entity, as a Customer, represents it has received and read the Agreement, and understands and agrees to be bound by the Agreement, for use of Products received from Managing Customer. Authorized Entity agrees that Authorized Distributor and Esri may pursue remedies against Authorized Entity for material breach of the Agreement. All Deployments made by Managing Customer to Authorized Entity shall be made through Managing Customer's centralized point of contact. Tier 1 Help Desk will provide Maintenance to Authorized Entity. Authorized Entity grants Managing Customer the right to unilaterally sign amendments to this Agreement, which shall be binding on Authorized Entity.

No other rights are granted to Authorized Entity under this acknowledgment.

Accepted and Agreed:

The Corporation of the Township of McNab/Braeside
(Authorized Entity)

Signature: _____

Printed Name: _____

Title: _____

Date: _____

AUTHORIZED ENTITY ACKNOWLEDGMENT STATEMENT

Environmental Systems Research Institute, Inc. ("**Esri**"), _____ Esri Canada Ltd _____ ("**Authorized Distributor**"), and _____ County of Renfrew _____ ("**Managing Customer**"), have entered into a Regional Government Enterprise ("**Agreement**") Agreement for licensing certain rights to use and Deploy Products and to receive maintenance for the term of the Agreement, subject to payment of fees and adherence to the terms and conditions of this Agreement. Esri has authorized Managing Customer to Deploy Products to Authorized Entity provided Authorized Entity signs and returns this Authorized Entity Acknowledgment Statement.

Accordingly, Authorized Entity, as a Customer, represents it has received and read the Agreement, and understands and agrees to be bound by the Agreement, for use of Products received from Managing Customer. Authorized Entity agrees that Authorized Distributor and Esri may pursue remedies against Authorized Entity for material breach of the Agreement. All Deployments made by Managing Customer to Authorized Entity shall be made through Managing Customer's centralized point of contact. Tier 1 Help Desk will provide Maintenance to Authorized Entity. Authorized Entity grants Managing Customer the right to unilaterally sign amendments to this Agreement, which shall be binding on Authorized Entity.

No other rights are granted to Authorized Entity under this acknowledgment.

Accepted and Agreed:

The Corporation of the Township of Horton
(Authorized Entity)

Signature: _____

Printed Name: _____

Title: _____

Date: _____

AUTHORIZED ENTITY ACKNOWLEDGMENT STATEMENT

Environmental Systems Research Institute, Inc. ("**Esri**"), _____ Esri Canada Ltd _____ ("**Authorized Distributor**"), and _____ County of Renfrew _____ ("**Managing Customer**"), have entered into a Regional Government Enterprise ("**Agreement**") Agreement for licensing certain rights to use and Deploy Products and to receive maintenance for the term of the Agreement, subject to payment of fees and adherence to the terms and conditions of this Agreement. Esri has authorized Managing Customer to Deploy Products to Authorized Entity provided Authorized Entity signs and returns this Authorized Entity Acknowledgment Statement.

Accordingly, Authorized Entity, as a Customer, represents it has received and read the Agreement, and understands and agrees to be bound by the Agreement, for use of Products received from Managing Customer. Authorized Entity agrees that Authorized Distributor and Esri may pursue remedies against Authorized Entity for material breach of the Agreement. All Deployments made by Managing Customer to Authorized Entity shall be made through Managing Customer's centralized point of contact. Tier 1 Help Desk will provide Maintenance to Authorized Entity. Authorized Entity grants Managing Customer the right to unilaterally sign amendments to this Agreement, which shall be binding on Authorized Entity.

No other rights are granted to Authorized Entity under this acknowledgment.

Accepted and Agreed:

Corporation of the Town of Renfrew
(Authorized Entity)

Signature: _____

Printed Name: _____

Title: _____

Date: _____

AUTHORIZED ENTITY ACKNOWLEDGMENT STATEMENT

Environmental Systems Research Institute, Inc. ("**Esri**"), _____ Esri Canada Ltd _____ ("**Authorized Distributor**"), and _____ County of Renfrew _____ ("**Managing Customer**"), have entered into a Regional Government Enterprise ("**Agreement**") Agreement for licensing certain rights to use and Deploy Products and to receive maintenance for the term of the Agreement, subject to payment of fees and adherence to the terms and conditions of this Agreement. Esri has authorized Managing Customer to Deploy Products to Authorized Entity provided Authorized Entity signs and returns this Authorized Entity Acknowledgment Statement.

Accordingly, Authorized Entity, as a Customer, represents it has received and read the Agreement, and understands and agrees to be bound by the Agreement, for use of Products received from Managing Customer. Authorized Entity agrees that Authorized Distributor and Esri may pursue remedies against Authorized Entity for material breach of the Agreement. All Deployments made by Managing Customer to Authorized Entity shall be made through Managing Customer's centralized point of contact. Tier 1 Help Desk will provide Maintenance to Authorized Entity. Authorized Entity grants Managing Customer the right to unilaterally sign amendments to this Agreement, which shall be binding on Authorized Entity.

No other rights are granted to Authorized Entity under this acknowledgment.

Accepted and Agreed:

The Corporation of the Town of Arnprior
(Authorized Entity)

Signature: _____

Printed Name: _____

Title: _____

Date: _____

AUTHORIZED ENTITY ACKNOWLEDGMENT STATEMENT

Environmental Systems Research Institute, Inc. ("**Esri**"), _____ Esri Canada Ltd _____ ("**Authorized Distributor**"), and _____ County of Renfrew _____ ("**Managing Customer**"), have entered into a Regional Government Enterprise ("**Agreement**") Agreement for licensing certain rights to use and Deploy Products and to receive maintenance for the term of the Agreement, subject to payment of fees and adherence to the terms and conditions of this Agreement. Esri has authorized Managing Customer to Deploy Products to Authorized Entity provided Authorized Entity signs and returns this Authorized Entity Acknowledgment Statement.

Accordingly, Authorized Entity, as a Customer, represents it has received and read the Agreement, and understands and agrees to be bound by the Agreement, for use of Products received from Managing Customer. Authorized Entity agrees that Authorized Distributor and Esri may pursue remedies against Authorized Entity for material breach of the Agreement. All Deployments made by Managing Customer to Authorized Entity shall be made through Managing Customer's centralized point of contact. Tier 1 Help Desk will provide Maintenance to Authorized Entity. Authorized Entity grants Managing Customer the right to unilaterally sign amendments to this Agreement, which shall be binding on Authorized Entity.

No other rights are granted to Authorized Entity under this acknowledgment.

Accepted and Agreed:

The Corporation of the Town of Deep River
(Authorized Entity)

Signature: _____

Printed Name: _____

Title: _____

Date: _____

REAL ESTATE DIVISION REPORT

Prepared by: Kevin Raddatz, Manager of Real Estate
Prepared for: Development and Property Committee
August 9, 2022

INFORMATION

1. **Real Estate – 2022 Capital and Capital Under Threshold Projects [Strategic Plan Goal No. 2]**

Attached as Appendix RE-I is a summary report of capital and capital under threshold projects approved in the 2022 budget.

2. **Green Energy Act O. Reg. 507/18 [Strategic Plan Goal No. 3]**

The final 2020 Energy Consumption and Greenhouse Gas Emissions report was completed that identified 14 buildings in County of Renfrew and the report was submitted June 21, 2022 to the Ministry of Energy. The report is posted on the County of Renfrew's [web page](#).

3. **Security System Upgrade – County Administration Building**

The installation of Video Surveillance Cameras at the County Administration Building (CAB) consisting of 13 exterior and 3 interior cameras was completed in July and is fully operational.

4. **Housing/Renfrew County Housing Corporation – Building Maintenance**

Staff continue to support the Renfrew County Housing Corporation in their building maintenance including the issuance of tenders for various rehabilitation, capital and non-capital projects, including the design and construction requirements for the new housing build at Lea Street and Douglas Street in the City of Pembroke.

BY-LAWS

5. Janitorial Contract – Renfrew County Place

Recommendation: THAT the Development and Property Committee recommends that County Council pass a By-law to enter into an agreement between the County of Renfrew and GDI Integrated Facility Services, Ottawa, Ontario for the provision of janitorial services for Renfrew County Place at 450 O’Brien Road, Renfrew, Ontario in the amount of \$198,899.32 plus HST for the three (3) year period effective September 1, 2022 to August 31, 2025; AND FURTHER THAT By-law 26-13 is hereby repealed.

Background

A Request for Proposal to provide janitorial services for Renfrew County Place for the next three years (September 1, 2022 to August 31, 2025) was issued on July 19, 2022 and closed on August 3, 2022. The existing contract expires on August 31, 2022 of this year.

Mandatory site meetings were held on July 26 and 28, 2022 with two companies in attendance. A total of two bids were received as follows:

- | | |
|--|--------------|
| 1. GDI Integrated Facility Services, Ottawa, Ontario | \$198,899.32 |
| 2. Glacier Maintenance, Belleville, Ontario | \$276,055.00 |
- All amounts exclude applicable taxes

The proposal from GDI Integrated Facility Services meets the deliverables of the Request for Proposal. Procurement of the services included in this Request for Proposal followed the requirements set out in Corporate Policy GA-01 – Procurement of Goods and Services. Currently the County of Renfrew pays a monthly janitorial service fee of approximately \$7,100. The new monthly janitorial service fee will be \$5,524.98.

The contract amount is within the budget parameters for the Property Division allocations for the Renfrew County Place.

Real Estate - 2022 Capital Projects

| Location | Work Description | Status | | | Comments |
|-----------------------|--------------------------------------|-----------|----------|-----------|------------------------------------|
| | | Budget | Quote | Status | |
| County Admin Building | Soffit/wood siding | \$150,000 | | RFP | Retender - August |
| | Envelope repairs/repainting | \$60,000 | \$99,400 | Complete | Completion in July |
| | Storage container | \$20,000 | \$14,600 | Complete | Completion in July |
| | Security System & Cameras | \$40,000 | \$25,740 | Complete | System fully operational - July 29 |
| | Barrier free doors (EFA grant) | \$59,385 | | In Review | Scope of work to be determined |
| Renfrew County Place | Sealant/chaulking - exterior windows | \$45,000 | \$75,788 | Complete | Completed in July |
| | HVAC replacement/upgrade | \$150,000 | | In Review | Scope of work TBD |
| | Paramedic parking shelter | \$200,000 | | In Review | Scope of work TBD |
| | Parking Lot - Paving | \$50,000 | | In Review | Scope of work TBD |
| 80 McGonigal | Flooring /tiles | \$45,000 | | | Review in Q3, |
| | | | | | |
| | | | | | |
| Paramedic Bases | Barry's Bay - Asphalt /crack sealing | \$15,000 | | | Scheduled for Q4, |
| | Petawawa - Asphalt/concrete curbs | \$20,000 | | | Scheduled for Q4, |
| OPP | | | | | |
| | | | | | |

PLANNING DIVISION REPORT

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

Prepared for: Development and Property Committee

August 9, 2022

INFORMATION

1. Staffing Update

We are pleased to announce that Rajat Ali is the successful candidate for the Junior Planner position and started with the County on July 6, 2022. Rajat studied at Shimla University in India and has a Bachelor of general science and subsequently received a post graduate diploma in applied planning and a second diploma in urban forestry from Fleming College. He has worked with the Crow Valley Conservation Authority and the Township of Muskoka as a Planning Clerk. Please join me in congratulating Rajat.

2. Canadian Institute of Planners (CIP) President's Award

We are pleased to announce that Alex Benzie, County Planner was the recipient of a Canadian Institute of Planners (CIP) President's Award. This award was established to recognize one graduating student from each accredited planning program (undergraduate and graduate) in Canada, who has demonstrated an outstanding contribution to their future profession. This contribution was assessed through a wide range of contributing factors, including academic and extracurricular contributions. Please join me in congratulating Alex on this accomplishment!

3. Bill 109: More Homes for Everyone Act, 2022 [Strategic Plan Goal No. 1]

Attached as Appendix PLAN-I is correspondence that has been received from the Township of West Lincoln advising that the Township has adopted a resolution requesting that the Government of Ontario revisit the provisions of Bill 109 and work with all stakeholders and municipalities represented by the Association of Municipalities of Ontario (AMO).

4. Bill 109 Working Group [Strategic Plan Goal No. 1]

As directed by Committee, on July 20, 2022, the County hosted its first workshop with interested volunteers from local municipalities to address the changes introduced by Bill 109. Attached as Appendix PLAN-II is a summary of the discussion. The purpose of the working group is to collaboratively identify and implement opportunities to improve/revamp our processes so that we are processing applications in a timely manner, have a consistent approach across the County and avoid the financial implications of the fee refunds. The key objectives and deliverables are to have updated Official Plan policies in place by January 1, 2023. The main takeaway or consensus of the group is that we will need to “frontend” much of the application review process. More details and a further report will be forthcoming at the September Committee meeting as consultation with the working group continues.

5. Land Division Update

The Land Division Committee met on July 17, 2022 and considered eight consent applications of which seven were approved. County staff attended and provided evidence at an Ontario Land Tribunal (OLT) on June 15, 2022 regarding the County’s approval of a right-of-way in the Township of Greater Madawaska. The OLT decision is still pending.

6. Zoning By-law Project Updates [Strategic Plan Goal No. 3]

The County has been working with the Townships of Bonnechere Valley, Killaloe, Hagarty and Richards (KHR), and North Algona Wilberforce (NAW) to create new zoning by-laws for the municipalities as required by the Planning Act. The Township of Bonnechere Valley adopted the by-law and there were no appeals, and therefore the new by-law is now in effect. Draft by-laws and mapping have been prepared and sent to NAW and KHR. Planning staff attended a meeting with KHR on August 8, 2022 to discuss the new by-law with Council and staff. Angie Schultz, GIS Coordinator has created a new interactive zoning map that is/will be available to view on the local Township’s websites once the new zoning by-laws have been approved. These interactive maps allow ratepayers, developers and staff to view the zoning by searching by property and can also view the zoning of a property overlaid on an air photo.

7. **Ontario Ministry of Transportation (MTO) Consultation Portal [Strategic Plan Goal No. 1]**

MTO has created an online portal that allows applicants/stakeholders to submit applications, general inquiries, and pre-consultation requests. This system centralizes all requests then re-allocates them to the appropriate staff, which will be a combination of which staff has responsibility over specific portions of provincial highways, workload management, and staff coverages (holidays, assignments, etc.).

As MTO navigates staffing changes and working through a backlog of applications, using [Highway Corridor Management System \(HCMS\)](#) to its full capacity will be a benefit to the MTO and all stakeholders, including municipalities, industry/companies, and the general public. While Corridor Management Officers and Planners will still work directly with our municipal counterparts (please call/email us), MTO asks that whenever you refer applicants/non-regulatory stakeholders to the MTO you provide them with the link to the public HCMS portal: [HCMS - Highway Corridor Management System \(gov.on.ca\)](#) (<https://www.hcms.mto.gov.on.ca/>). MTO will be making an effort to reach out to the building/planning staff and road superintendents of each local municipality.

CLERK'S DEPARTMENT

Appendix PLAN-I

June 28, 2022

Honourable Doug Ford
Premier of Ontario
Legislative Building
Queen's Park
Toronto, ON
M7A 1A1

Dear Premier Ford:

Re: Summary and Implications of Provincial Bill 109: More Homes for Everyone Act, 2022

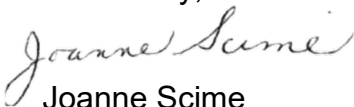
This correspondence is to confirm that on June 27, 2022, West Lincoln Township Council adopted the following resolution regarding the Summary and Implications of Provincial Bill 109: More Homes for Everyone Act, 2022

That, the correspondence from the Town of East Gwillimbury, dated June 15, 2022, requesting the Government of Ontario to revisit the provisions of Bill 109 and work with all stakeholders, including municipalities represented by the Association of Municipalities of Ontario to deliver legislation that allows municipalities to plan, grow and deliver communities that adhere to local, provincially-approved Official Plans, rather than strict statutory timelines; be received and supported; and,

That, a copy of this Motion be sent to the Honourable Doug Ford, Premier of Ontario, MPP Caroline Mulroney, the Minister of Municipal Affairs and Housing, Regional Chairs in Ontario, the Association of Municipalities of Ontario (AMO) and all Ontario municipalities

If any further information is required, please contact the undersigned at 905-957-5136.

Yours truly,



Joanne Scime
Clerk

cc. The Honourable Steve Clark, Minister of Municipal Affairs and Housing
The Honourable Caroline Mulroney, MPP York-Simcoe
Regional Chairs in Ontario
AMO
All Ontario Municipalities

Bill 109 Working Group Kickoff and Brainstorm Meeting Summary July 20th, 2022

1. Working Group Overview

Purpose and Goals:

- To collaboratively identify and implement opportunities to improve/revamp our processes so that we are processing applications in a timely manner; we have a consistent approach across the County; and we avoid the financial hit of the fee refunds

Key Objectives:

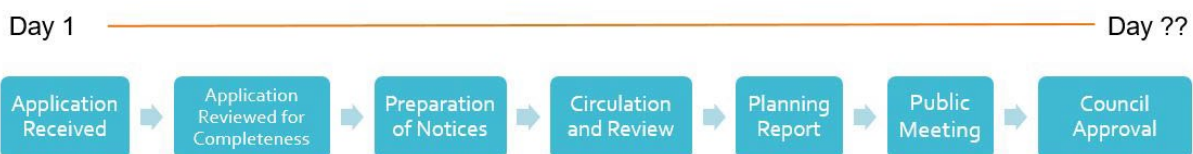
- Updated Official Plan Policies are put in place by Jan 1, 2023
 - Need to be cognizant of how election affects this timeline. Group aiming to present OPA to County Council in September
- Updated Application Review Processes are put in place by Jan 1, 2023

Deliverables:

- Report to council with an Official Plan Amendment
- Zoning By-law and Site Plan Process Flow Charts

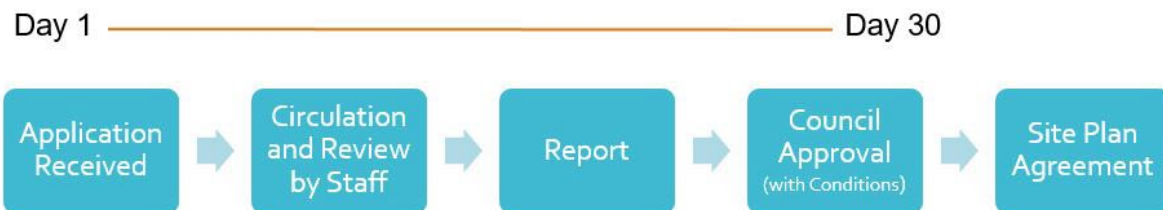
2. Review of Current Processes

Zoning By-law Process



Note: Process is rarely this simple or linear. Issues can arise during the review and/or public meeting that require amendments to the proposal or additional studies before the application can be approved

Site Plan (Current)



Site Plan Revised with Bill 109



3. Group Discussion and Brainstorm

The group discussion and brainstorm was framed around the following questions:

- What currently prevents us from meeting the legislated timelines?
- What challenges do we foresee in being able to complete the process in the legislated timeframe?
 - How can we address these challenges?
 - How do our processes (above) need to change?
 - How do our policies need to change?

i) Zoning By-law Amendment Review

| Challenges to Meeting Timelines (90 days/120 with OPA) | Opportunities to Address Challenges | Considerations |
|--|--|--|
| Agency / Engineering loop for getting/reviewing comments and negotiation between parties | <ul style="list-style-type: none"> • Formalize requirements from reviewers/submitters • Set timelines with the reviewers for response • Establish TOR for studies and/or requirements for those studies • Increased use of holding symbols | <ul style="list-style-type: none"> • Can anything be simplified? • What holds agencies accountable to meeting timelines? |

| | | |
|--|--|--|
| | <ul style="list-style-type: none"> • Hold application in abeyance? • Zoning with conditions? (engage with province to get regulations approved) • Establish a review checklist for internal departments (similar to what is done for severances) | <ul style="list-style-type: none"> • Need to determine if this is OK |
| Agencies drag their feet – especially ministries | <ul style="list-style-type: none"> • Establish set timelines for review/accepting comments back (assume no comment if comments not received) | <ul style="list-style-type: none"> • As of Jan 1 – provincial ministries also have timelines |
| <p>Poor quality of applications</p> <ul style="list-style-type: none"> - maps/sketches - detail of requested application - Reluctance by applicants to submit studies/supporting info (due to cost) - Non “planners”/experts submitting applications | <ul style="list-style-type: none"> • Require a pre-consultation • Provide very clear expectations to the applicant • Circulate pre-consultation applications • Two step general inquiry/pre-consultation process • “development review team” to review pre-application submissions • Clearer complete application requirements • Letter/sign off to applicant at end of pre-application stage with green light to proceed to application? | <ul style="list-style-type: none"> • Should there be a pre-consultation fee? • Can we leverage drawdown fees for engineering review (via Municipal Act?) • Who needs to be at the table for the pre-consultation? |
| Consultants are also busy, responses to municipal comments take time | <ul style="list-style-type: none"> • Require a pre-application process to address issues ahead of time | <ul style="list-style-type: none"> • Can we take a financial hit when projects overall very complex? |
| Public comments – unknown of comments to come/concerns (How do we manage public input into the process and the potential delay?) | <ul style="list-style-type: none"> • Time after/before public meeting to sit down with the public • Front-end public open house required by the developer to hold | <ul style="list-style-type: none"> • |
| Zoning By-law process with site plan and/or consent/subdivision, etc | <ul style="list-style-type: none"> • OPA/ZBA’s should come with the “concepts of a site plan” | <ul style="list-style-type: none"> • What level of detail does the concept need to include? • How can we work with the applicant on the timing of applications? |
| Local zoning by-law in tandem with County OPA – may take longer too coordinate between two levels | <ul style="list-style-type: none"> • Pre-consultation with both town/township and county | <ul style="list-style-type: none"> • How can we work with the applicant on the timing of applications? |

ii) Site Plan Review

| Challenges to Meeting Timelines | Opportunities to Address Challenges | Considerations |
|---|---|--|
| Review/back and forth between agencies/internal departments/peer review, planning staff can take time | <ul style="list-style-type: none"> • Implement broad conditions of approval • Require approval of plans/drawings as part of complete application requirement • Refuse applications | <ul style="list-style-type: none"> • Could include approval of drawings/plans as condition... Can't go back on approval though, so what are the key things that need to be determined before conditional approval, and how can that be identified ahead of time (i.e. pre-consultation) • Include peer review in this? • How will this impact staff/council relationship? |
| Inconsistent approach of what to look for/how to evaluate site plans | <ul style="list-style-type: none"> • Guideline/internal checklist to guide review of site plan applications | <ul style="list-style-type: none"> • Separate guideline for rural vs. built-up areas? |

iii) Discussion Summary

Bringing this all together, there is a consensus amongst group members that the pre-application review process will need to be enhanced. We now have a list of potential amendments to the application review process; potential amendments to the Official Plan; and other enabling processes/policies that will need to be in place:

Potential Amendments to Application Review Process

- *At the start of process:*
 - Enhanced pre-consultation process and review of plans
 - Applicant will submit general inquiry form
 - During this initial process, requirements for complete application are identified (i.e. studies, approvals/sign-offs, and/or public consultation), and whether or not a formal pre-consultation meeting/review is required
 - If application is complex, a formal pre-consultation will be required
 - Applicant will submit all required all studies/plans to be reviewed by relevant internal/external persons
 - A pre-consultation meeting will be set up with relevant persons to discuss proposal/any issues
 - An applicant-led public consultation meeting may be required

- Upon review of these items and when ready to go, applicant will receive planning “sign-off”, to move forward with formal application
- *Towards the end of the process:*
 - Consider what can be part of conditions for site plan approval
 - Consider what can be incorporated into holding provisions (zoning)
 - Recommend refusal if not timelines not about to be met and issues not yet addressed

Potential Amended Policies for OPA

- Add “Site Plan” to 17.17(2)
- Additional complete application requirements in 17.2(2) or 17.2(3) (i.e. include language related to “sign off” of plans and studies before proceeding to formal application and potential for applicant-led public consultation)
 - *Alternatively, include “appendix” for requirements to allow tweaks/updates as needed without having to go through an OPA*
- In 17.17(1), replace “encourage” with “required”

Other Enabling Processes/Policies

- Terms of references and/or minimum standards for relevant studies (i.e. Hydro-geo)
- Site plan checklist/guidelines
- Checklist for township staff review
- Site Plan Agreement templates
- Updated fee by-laws

4. Moving Forward and Next Steps

- i) Gauge group thoughts on:
 - How do we operationalize the enhanced pre-consultation?
 - What needs to be required as complete application, in addition to required studies: agency comments? Engineering staff and/or peer review comments? Public pre-consultation (would need policy amendment to 17.18)? Staff or agency “sign-off”?
 - Base requirements for complete application on results of pre-consultation?
 - Are we limited to what we can require by the Planning Act?
 - How do the fee by-laws need to be updated?
 - General inquiry fee?
 - Pre-consultation fee?
 - Amended application fee?
 - Incomplete application fee?
 - Different fees for major vs. minor applications?
- ii) Based on feedback on the above, draft OPA and revised process flows