



COUNTY COUNCIL

10:00 A.M., WEDNESDAY, SEPTEMBER 28, 2022

AGENDA

1. Call to Order.
2. Land Acknowledgment.
3. Moment of Silent Reflection.
4. National Anthem.
5. Roll Call.
6. Disclosure of Pecuniary Interest and General Nature Thereof.
7. Adoption of the Minutes of August 31, 2022.
8. Warden's Address.
9. Delegations:
 - a) Ms. Aimee Bailey, Circle of Turtle Lodge to speak on Truth and Reconciliation Day.
10. Correspondence.
11. Committee Reports:

		<u>Page</u>
10:30 a.m. – 10:50 a.m.	a) 2019 – 2022 Strategic Plan Update	
10:50 a.m. – 11:10 a.m.	b) Finance & Administration Committee	4
11:10 a.m. – 11:25 a.m.	c) Health Committee	22
11:25 a.m. – 11:45 a.m.	d) Development & Property Committee	73
	2023 Ontario Winter Games	
11:45 a.m. – 11:55 a.m.	e) Operations Committee	110
1:00 p.m. – 1:10 p.m.	f) Community Services Committee	124
12. Closed Meeting – pursuant to Section 239 of the Municipal Act, 2001, as amended for a) advice that is subject to solicitor-client privilege, including communications necessary for that purpose (Cogeco agreement) and b) Information explicitly supplied in confidence to the municipality or local board by Canada, a province or territory or a Crown agency (Integrated Community Housing).

13. By-laws:
 - a) By-law 103-22 – A By-law to Appoint Auditors.
 - b) By-law 104-22 - A By-Law to Amend By-Law 62-03 Information Technology Corporate Policies and Procedures for the County of Renfrew.
 - c) By-law 105-22 - A By-Law to Authorize the Warden and Clerk to Execute an Agreement with Inkblot Technologies Inc. for an Employee and Family Assistance Program.
 - d) By-law 106-22 – A By-Law to Approve a Declaration and Disclosure Policy for Long-Term Care Homes.
 - e) By-law 107-22 – A By-law Authorizing the Warden and Clerk to Execute a Lease Agreement Between the County of Renfrew and Arnprior Regional Health for Ongoing Tenancy of 275 Ida Street, Arnprior for the Renfrew County Virtual Triage and Assessment Centre.
 - f) By-law 108-22 - A By-Law to Amend By-Law 13-15 to Authorize the Warden and Clerk to Enter into a Contract/Agreement with Licensed Child Care Providers for the Purpose of Child Care Services within the County of Renfrew.
 - g) By-law 109-22 - A By-Law to Amend By-Law 14-15 to Authorize Entering into Agreements with Child Care Agencies and Recreation Programs for Special Needs Resourcing Funding.
 - h) By-law 110-22 - A By-Law to Amend By-Law 15-15 to Authorize the Warden and Clerk to Enter into a Contract/Agreement with Licensed Child Care Providers for the Purpose of Wage Enhancement/Home Child Care Enhancement Grant Funding.
14. Written Reports from Representatives Appointed to External Boards
 - a) Association of Municipalities Ontario (AMO)
 - b) Eastern Ontario Regional Network (EORN)
 - c) Federation of Canadian Municipalities (FCM)
 - d) Rural Ontario Municipal Association (ROMA).
15. Notice of Motions.
16. Members' Written Motions.
17. New Business
18. Confirmatory By-law 111-22 - A By-law to Confirm the Proceedings of the Council of the County of Renfrew at the meeting held on September 28, 2022.

19. Adjournment.

NOTE: Any submissions received from the public, either orally or in writing may become part of the public record/package.

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.

September 28, 2022

To the Council of the Corporation
Of the County of Renfrew

Members of County Council:

We, your **Finance and Administration Committee**, wish to report and recommend as follows:

INFORMATION

1. County Initiatives

Since September 1st, the CAO's office has been working on several initiatives to the fall session of County Council, along with engagement of County of Renfrew staff. Among the action items being worked on:

- County Council inauguration and orientation planning
 - Staff is preparing materials for the November 23rd inauguration and the mid-December orientation workshops. All lower tier municipalities have been invited to participate in the first phase of the orientation (council-staff relations, municipal law 101, planning 101, etc.). The second phase will be focused on County of Renfrew activities only, and open to County Councillors. Dates are still being confirmed, based upon the availability of facilitators.
- Preparations for the acknowledgement of Her Majesty Queen Elizabeth II's passing.
- Coordination of agenda items for the September and October meetings of the Eastern Ontario Wardens' Caucus.
- Working with staff on the November 3rd County Day at the Ontario Legislature.
- Preparations for Committee Week, County Council, Truth & Reconciliation Day recognition.

Staff is acutely aware of the disruption that the October municipal election will mean to future meetings of Committees and Council and will be monitoring activities being brought forward for discussion, debate, and approval. As the calendar suggests, October meetings will still continue as planned but the November committees will be put on hold until a new council is sworn in. If the need arises after November 23rd, which will likely

occur, staff will discuss meeting options with the new Warden and Committee chairpersons on options to advance the needs of the County.

2. **Bill 3, Strong Mayors, Building Homes Act, 2022**

Attached as Appendix I is a resolution dated September 1, 2022 from the Town of Kingsville in disagreement of Bill 3 to amend various statutes with respect to special powers and duties of heads of council. The Town of Kingsville feels this change is unnecessary and should not be implemented in smaller municipalities. Committee noted that the Association of Municipalities of Ontario (AMO) is urging the government to consult broadly and extensively with the public, and large and small municipalities including AMO, if the government is considering extending these powers to other municipalities to avoid unintended consequences.

3. **Communications**

Our Media Relations and Social Media Coordinator, Tina Peplinskie, commenced employment with the County of Renfrew in mid-April. Since then, she has distributed 15 media releases and has reviewed and issued an additional 15 media releases, which were prepared by other departments.

Topics of the releases have ranged from the rehabilitation of the Petawawa River Bridge, hosting the Eastern Ontario Wardens' Caucus meeting, County Forester Lacey Rose participating in the 2022 World Forestry Congress in Seoul, South Korea, in-person volunteer appreciation events at Miramichi Lodge and Bonnechere Manor, the opening of the Noojimokamig Garden at the County Administration Building and inviting the public to sign a Book of Condolences for Queen Elizabeth II.

On the social media side, she has been working to create consistent messaging with daily posts on Facebook, Twitter and Instagram. This includes posts about upcoming meetings with the YouTube links for meetings, to assist with the transparency of the corporation and posts highlighting available career opportunities within the County of Renfrew, which have been well received and well shared on all social media platforms. Work to engage members of the public with our posts will continue as she tracks the successes by studying the analytics, including new followers, comments and shares.

Aside from the regular posts, staff are also working to fine tune our emergency messaging so members of the community know they can look to the County of Renfrew as a trusted source for information during emergencies. This was evident with the response of information shared following the storm on the Victoria Day long weekend which impacted Greater Madawaska as well as when the Tornado Watch was issued in June. Ms. Peplinskie also assisted Greater Madawaska in preparing its messaging to the community following the May storm.

Ms. Peplinskie has also been shadowing Shawn Behnke on the innerworkings of the video communications system for County Council and committee meetings, essentially serving as a co-producer for YouTube broadcasts. This is in preparation for the future transition of those duties to municipal staff.

4. **Provincial Offences Administration Backlog [Strategic Plan Goal #3]**

The following chart highlights the ongoing backlog of court matters due to the COVID-19 shutdown:

Month 2022	# of Courts Originally Scheduled	# of Courts Cancelled	# Part I Charges in Backlog	Part III New Charges	# Part III Charges in Backlog	Total Backlog Charges	Number of Court Days Required for Backlog	Months to Clear Backlog at Current Rate
January	6	2	494	124	279	897	37	12.5
Feb	5	3	460	62	422	944	39	13
March	7	3	454	59	430	943	39	13
April	5	2	451	112	304	867	36	12
May	6	2	384	125	925	1434*	60	20
June	7	4	391	87	956	1434	60	20
July	6	3	389	109	969	1,467	61	20
August	6	2	433	70	1,016	1,519	63	21

*The increase in the Part III backlog number, represents the total number of backlog of files both within the month of May, as well as matters scheduled to future court days. Prior to May 2022, the backlog of Part III's only included matters listed in court each month that were not completed. Going forward, the report will now include the total number of Part III's that are actively before the court.

5. **Appointment of External Auditors [Strategic Plan Goal #3]**

As County Council was made aware of at our June 29, 2022 Council meeting, after a relationship of more than 40 years, the accounting firm of Scott Rosien Black & Locke would not be in a position to provide auditing services beyond the 2021 fiscal year. Accordingly, staff issued a Request for Proposal (RFP) for audit services for a five-year term and received interest from five qualified firms, two of which have a physical office within the County of Renfrew. Of the five interested firms, two of the firms declined to submit a proposal without offering a reason, the two local firms also declined to submit a proposal due to staffing constraints. Fortunately, one firm, being KPMG LLP, did submit an acceptable proposal. Despite having received only one proposal, staff exercised the option within the RFP to request a presentation from the proponents of a submission. Staff met with a partner and two managers from KPMG LLP on September 7, 2022 for approximately two hours to review the proposal in detail. As a result of that meeting, and having received very positive references from existing KPMG upper-tier municipal audit clients, including our peers in the Eastern Ontario Wardens' Caucus (EOWC), staff are comfortable with the recommendation and can assure this committee that they are appointing a highly qualified and skilled audit firm.

KPMG LLP is a global firm however, the County of Renfrew will be served by an office/team located in Perth, which in turn is a satellite of the larger Kingston office/team. This team oversees approximately 30 other upper and lower tier municipal audits across the eastern Ontario region, including a number of our upper-tier neighbouring counties and members of the EOWC. The proposal for auditing services as submitted by KPMG LLP for 2022 is \$77,250 + HST and represents a \$20,500 increase over our 2021 audit fees. The five-year proposal for 2022 to 2026 totals \$418,150.00 + HST.

The RFP is awarded under the delegated authority to the Chief Administrative Officer/Clerk under By-law 74-22 being a By-Law to Delegate Authority for Decisions to the Chief Administrative Officer in the Event that Council finds itself, subject to Section 275 of the Municipal Act, 2001, as amended, regarding "restricted acts after nomination day".

RESOLUTIONS

6. 2023 Budget Guidelines [Strategic Plan Goal #3]

RESOLUTION NO. FA-CC-22-09-83

Moved by Chair

Seconded by Committee

THAT County Council approve the 2023 Budget Guidelines as follows:

- annual levy increase of 2.5%;

AND THAT County Council also confirm the remaining elements of the Long-Term Financial Plan as follows:

- restriction in the use of that levy increase to only 2.5% per year for operating expenses;
- utilization of the annual current value assessment (CVA) weighted growth into capital reserves (estimated at 1.48%);
- new debt for projects in excess of \$3 million;
- annual Provincial funding of at least \$500 thousand;
- annual Federal Gas Tax funding of at least \$2.6 million; and
- minimum Capital Reserve balance of \$2 million.

RESOLUTION NO. FA-CC-22-09-84

Moved by Chair

Seconded by Committee

THAT County Council approve that the Cost of Living Allowance (COLA) increase for non-union staff under Employment By-law #1 be set at 2.0% for 2023.

RESOLUTION NO. FA-CC-22-09-85

Moved by Chair

Seconded by Committee

THAT County Council approve the 2023 Budget Schedule.

Background

Attached as Appendix II is the 2023 Budget Schedule. A two-day budget workshop is scheduled for February 22 and 23, 2023 to allow Council and staff the opportunity to commence a Strategic Planning process in January.

At the April 29, 2015 session of County Council, the Long-Term Financial Plan (LTFP) was presented with the following Resolution No. FA-CC-15-04-46 being adopted:

“THAT County Council approve the Long-Term Financial Plan to be used as a guideline for future budget deliberations to strategically finance the County of Renfrew’s Asset Management Plan; AND FURTHER THAT the Long-Term Financial Plan and scorecard be reviewed each year as part of the budget process.” The long-term financial plan approved by County Council includes an annual levy increase of 3% and a restriction in the use of that levy increase to only 2.5% per year for operating expenses.

Council was made aware at the August meeting of the fiscal pressures that will have an impact on the ability to deliver a 2023 budget within the 3% levy target established in the Long-Term Financial Plan and were asked to consider these issues and provide staff with direction on a target municipal levy increase for 2023 and a target 2023 non-union COLA increase.

BY-LAWS

7. Information Technology - Corporate Policies and Procedures [Strategic Plan Goal #2]

RESOLUTION NO. FA-CC-22-09-86

Moved by Chair

Seconded by Committee

THAT County Council approve the new Corporate Policy IT-12 Electronic Monitoring of Employees; AND FURTHER THAT a By-law to Amend By-law 62-03, being a By-law to Establish Information Technology Corporate Policies and Procedures for the County of Renfrew be adopted.

Background

On August 11, 2022, Bill 88 – Ontario’s Working for Workers Act, 2022 received Royal Assent and became law. On July 13, 2022, the Ontario Ministry of Labour, Training and Skills Development updated its online guide to the *Employment Standards Act, 2000* to include a chapter on written policy on electronic monitoring of employees. Employers with 25 or more employees as of January 1, 2022 have until October 11, 2022 to have a written policy on electronic monitoring of employees in place (the law states that the deadline for a policy is six months after the law receives royal assent). They are also required to provide a copy of the written policy to all employees.

The Policy must state whether or not the employer electronically monitors employees. If the employer does, the Policy must include:

- a description of how and in what circumstances the employer may electronically monitor employees;
- the purposes for which the information obtained through electronic monitoring may be used by the employer;
- the date the policy was prepared and the date any changes were made to the policy; and
- such other information as may be prescribed.

The County of Renfrew will ensure that when staff are notified of this policy it will be properly communicated that this is an Employment Standards Act (ESA) requirement.

8. **Employee and Family Assistance Program (EFAP) Request for Proposal (RFP) [Strategic Plan Goal #3]**

RESOLUTION NO. FA-CC-22-09-87

Moved by Chair

Seconded by Committee

THAT County Council adopt a By-Law to enter into a service agreement with Inkblot Technologies Inc. for an Employee and Family Assistance Program for a two-year period from January 1, 2023 to December 31, 2024.

Background

On May 12, 2022 the Human Resources Division reported to County Council, through the Finance and Administration Committee that staff would be distributing a Request for Proposal (RFP) for the County of Renfrew Employee and Family Assistance Program (EFAP). On June 21, 2022 the Notice of RFP was posted. There were five companies that submitted proposals by the July 29, 2022 deadline and in the requested formats.

The Human Resources Evaluation Committee reviewed and scored the submitted proposals utilizing a scoring system based on the RFP document in order to determine which of the companies would be invited to make a presentation in September 2022. Dialogue Health Technologies, LifeWorks and Family Services à la famille Ottawa submitted proposals but were not

selected to make a finalist presentation. The two companies selected to make presentations were:

- a) Homewood Health Inc.; and
- b) Inkblot Technologies Inc.

As a result of the presentation, the Human Resources Evaluation Committee is recommending a service agreement with Inkblot Technologies Inc. Created in 2015, Inkblot Technologies Inc. is Canada's fastest growing virtual wellness solution. Inkblot Technologies Inc. provide services to ATB Financial, Green Shield Canada and Nova Scotia Health, in addition to many other public sector clients.

They offer a wide range of counselling services provided through a highly credentialled team where services can be accessed through telephone, online, smart phone apps or in person meetings. Inkblot Technologies Inc. has access to 500+ counsellors across Ontario, including 24 in the Ottawa area.

The proposal for an EFAP program, as submitted from Inkblot Technologies Inc. for 2023 and 2024 is valued at \$26,352 + HST per year (a fixed fee of \$2.44/per employee/per month). This represents a \$54,648 decrease in EFAP costs when compared to our 2022 fixed fee contract with LifeWorks (\$7.50/per employee/per month). Committee and staff want to express their gratitude for the excellent program offered through LifeWorks to County of Renfrew staff for many years.

All of which is respectfully submitted.

Jennifer Murphy, Chair

And Committee Members: J. Brose, G. Doncaster, M. Donohue, B. Hunt, T. Peckett, D. Robinson, R. Sweet



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COPY VIA EMAIL (Premier@ontario.ca)

September 1, 2022

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

Dear Premier Ford:

**RE: Town of Kingsville Council Resolution #336-08292022 in opposition to
Bill 3, Strong Mayors, Building Homes Act, 2022**

At its Special Meeting held August 29, 2022 Council of The Corporation of the Town of Kingsville passed a Resolution against Bill 3 as follows:

Resolution #336-08292022

Moved by Councillor Kimberly DeYong
Seconded by Councillor Laura Lucier

"WHEREAS the Government of Ontario, through the Minister of Municipal Affairs and Housing, has introduced Bill 3 which is described as "An Act to amend various statutes with respect to special powers and duties of heads of council";

AND WHEREAS this Bill, if enacted, will initially apply to the City of Toronto and City of Ottawa, but will later be expanded to include other municipalities according to a statement made by the Premier at the 2022 AMO annual conference;

AND WHEREAS this Bill, if enacted, will give Mayors additional authority and powers, and correspondingly take away authority and powers from Councils and professional staff, and will include giving the Mayor the authority to propose and adopt the Municipal budget and to veto some decisions of Council;

AND WHEREAS this Bill, if enacted, will give authority over professional staff to the Mayor, including that of the Chief Administrative Officer;

AND WHEREAS these changes will result in a reduction of independence for professional staff including the CAO, who currently provide objective information to the Council and public and will now take direction from the Mayor alone when the Mayor so directs;

AND WHEREAS these are surprising and unnecessary changes to the historical balance of power between a Mayor and Council, and which historically gave the final say in all matters to the will of the majority of the elected Council.

THEREFORE, this Council of the Town of Kingsville, passes this resolution to petition the Government of Ontario that:

1. These changes to the *Municipal Act, 2001*, are unnecessary and will negatively affect the Town of Kingsville;
2. That if the Ontario Government deems these changes necessary in large single-tier municipalities such as Toronto and Ottawa, that such changes should not be implemented in smaller municipalities;
3. That the Ontario Government should enact legislation clarifying the role of Mayor, Council and Chief Administrative Officer, similar to those recommended by the Ontario Municipal Administrator's Association and those recommended by Justice Marrocco in the Collingwood judicial inquiry of 2020; and
4. That if the stated goal of this legislation is to construct more housing in Ontario that this can be accomplished through other means including amendment of the *Planning Act* and funding of more affordable housing.

Council further directs the Clerk to ensure that a copy of this resolution be provided to the Premier of Ontario, the Minister of Municipal Affairs and Housing, the "Standing Committee on Heritage, Infrastructure and Cultural Policy", Kingsville's MPP, the Association of Municipalities of Ontario, and other Municipalities in Ontario."

RECORDED VOTE – Carried Unanimously

	YEA	NAY
Deputy Mayor Gord Queen	X	
Councillor Kimberly DeYong	X	
Councillor Tony Gaffan	X	
Councillor Laura Lucier	X	
Councillor Thomas Neufeld	X	
Councillor Larry Patterson	X	
Results	6	0

If you have any questions or comments please contact Paula Parker at pparker@kingsville.ca.

Yours very truly,



Paula Parker
Town Clerk, on behalf of Kingsville Council

cc: The Honourable Steve Clark, Minister of Municipal Affairs and Housing
(Steve.Clark@pc.ola.org)
Standing Committee on Heritage, Infrastructure and Cultural Policy; Attn.: Committee Clerk
Isaiah Thorning (schicp@ola.org)
Anthony Leardi, MPP – Essex (Anthony.Leardi@pc.ola.org)
Association of Municipalities of Ontario (AMO) (amo@amo.on.ca)
All Ontario Municipalities

**County of Renfrew
2023 Budget Schedule**

	Major Activities	Dates
1.	Finance & Administration Committee recommendation to County Council for approval of Budget Schedule and Budget Guidelines, and Non Union COLA targets for 2023.	September 19
2.	10 Year Capital Plans from Asset Management Coordinator to Treasurer. Public Works to provide PCI and BCI for entire Road, Bridge and Culvert inventory.	September 23
3.	Non-Union salary and wage projections to Treasurer.	September 23
4.	Internal charges/recoveries are finalized and sent directly to receiving departments from Treasurer for: <ul style="list-style-type: none"> • Finance • HR • IT • Property (Leases) 	September 26
5.	County Council approval of Budget Schedule and Budget Guidelines, and Non-Union COLA targets for 2023	September 28
6.	Development of 2023 budget by the Finance Division in consultation with each Director and appropriate staff. Business Cases – Staffing Report(s) must be submitted as per the Business Cases – Standard Operating Procedure (as distributed by Rose Gruntz).	October 3 – November 18
7.	Review of Detailed Departmental Budgets with CAO: <ul style="list-style-type: none"> • ½ day session in Council Chambers for each Director and appropriate staff • detailed review of staffing, revenue and expense projections, capital plans and reserves • CAO to receive an overview and provide input 	November 21 – December 2
8.	CAO / Treasurer Review of Consolidated Budgets.	December 7
9.	CAO Review of Consolidated Budget with Senior Leadership Team.	December 14
10.	Warden and Finance Chair review of Consolidated Budget.	December 15
11.	Council Strategic Planning Activities	January 2023
12.	Committee Review of Detailed Budgets: <ul style="list-style-type: none"> • Operations (Tuesday, February 14 – 9:30 a.m.) • Development and Property (Tuesday, February 14 – 1:00 p.m.) • Health (Wednesday, February 15 – 9:30 a.m.) • Social Services (Wednesday, February 15 – 1:00 p.m.) • Finance & Administration (Thursday, February 16 – 9:30 a.m.) 	February 14 to 16
13.	Consolidated Budget Workshop and Council Approval of 2023 Budget.	Wednesday, February 22 and Thursday, February 23 (if necessary)

COUNTY OF RENFREW
BY-LAW NUMBER 103-22
A BY-LAW TO APPOINT AUDITORS

WHEREAS Section 296(1) of the *Municipal Act, 2001*, as amended, provides that the Council of a municipality shall appoint an auditor licensed under the *Public Accounting Act, 2004*;

WHEREAS the Corporation of the County of Renfrew received the resignation of our auditing firm of Scott Rosien Black & Locke, Chartered Accountants, 545 Pembroke Street West, Pembroke, ON, K8A 5P2 effective the end of the fiscal period of December 31, 2021;

1. NOW THEREFORE the Council of the Corporation of the County of Renfrew hereby enacts as follows:
 - (a) That the firm of KPMG LLP is hereby appointed as auditors for the Municipal Corporation of the County of Renfrew for the five fiscal years ended December 31, 2022 to December 31, 2026.
2. That this by-law may be amended or repealed at any time by the Council of the Corporation of the County of Renfrew.
3. That By-law 64-17 is hereby repealed.
4. This By-law shall come into force and take effect upon the passing thereof.

READ a first time this 20th day of September, 2022.

READ a second time this 20th day of September, 2022.

READ a third time and finally passed this 20th day of September, 2022.



CRAIG KELLEY, CLERK

COUNTY OF RENFREW

BY-LAW NUMBER 104-22

**A BY-LAW TO AMEND BY-LAW 62-03 INFORMATION TECHNOLOGY CORPORATE
POLICIES AND PROCEDURES FOR THE COUNTY OF RENFREW**

WHEREAS on October 29, 2003 the Corporation of the County of Renfrew enacted By-Law No. 62-03, a By-Law to establish Information Technology 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 Policy attached to this By-Law be hereby enacted as an amendment to the said By-Law 62-03:
 - IT-12 – Electronic Monitoring of Employees
2. That this By-law shall come into force and take effect upon the passing thereof.

READ a first time this September 28, 2022.

READ a second time this September 28, 2022.

READ a third time and finally passed this September 28, 2022.

DEBBIE ROBINSON, WARDEN

CRAIG KELLEY, CLERK

Corporate Policies and Procedures			
DEPARTMENT: INFORMATION TECHNOLOGY			POLICY #: IT-12
POLICY: Electronic Monitoring of Employees			
DATE: SEPT. 2022	REV. DATE:	COVERAGE: All Employees	PAGE #: 1 of 3

POLICY STATEMENT

The purpose of this policy is to define how and in what circumstances the County of Renfrew (COR) may electronically monitor Employees. The County of Renfrew abides by the *Employment Standards Act, 2000* and has established this policy to champion and uphold its provisions with respect to electronic monitoring of employees.

POLICY SCOPE

This policy governs the monitoring, collection, and use of data from any County of Renfrew Information Technology (IT) resources and applies to all Employees, Councillors, and includes volunteers. This policy covers the following content:

- How the County of Renfrew may electronically monitor Employees;
- In what circumstances The County of Renfrew may electronically monitor Employees; and
- Additional purposes for which information obtained may be used by the County of Renfrew.

DEFINITIONS

For the purposes of this policy, the following definitions apply:

Electronic monitoring: includes all forms of employee monitoring that is done electronically.

POLICY CONTENT

1. How the County of Renfrew may electronically monitor Employees

The County of Renfrew makes use of a variety of electronic systems to support communication, information sharing, and work continuity and to ensure the safety and security of County staff, property, and resources. In general, these systems are monitored for accounting and security purposes; however, the County of Renfrew reserves the right to

Corporate Policies and Procedures			
DEPARTMENT: INFORMATION TECHNOLOGY			POLICY #: IT-12
POLICY: Electronic Monitoring of Employees			
DATE: SEPT. 2022	REV. DATE:	COVERAGE: All Employees	PAGE #: 2 of 3

review and access all information contained within its systems at any time, including but not limited to the following:

- County issued resources
- Vehicle usage and activity
- Internet access/computer usage
- Email audit/trace
- Remote management
- Security cameras
- Live streaming

2. In what circumstances the County of Renfrew may electronically monitor Employees

The County of Renfrew conducts electronic monitoring, and uses information gathered from such monitoring, as follows:

County issued resources: Including but not limited to laptops, mobile devices, fobs, and key cards. The location and usage of County of Renfrew issued resources may be monitored to ensure appropriate use, to locate lost or stolen devices, and to monitor compliance with applicable policies, procedures, and expectations.

Vehicle usage and activity: The records, location and usage of County of Renfrew motor vehicles and equipment in order to monitor appropriate use, costs arising from motor vehicle use, and to monitor compliance with applicable policies, procedures and expectations.

Internet access/computer usage: The history of internet access/computer usage may be used to monitor appropriate use, and to monitor compliance with applicable policies, procedures and expectations.

Email audit/trace: The auditing/tracing of County of Renfrew email addresses may be used to ensure no security threats, and to monitor compliance with applicable policies, procedures and expectations.

Corporate Policies and Procedures			
DEPARTMENT: INFORMATION TECHNOLOGY			POLICY #: IT-12
POLICY: Electronic Monitoring of Employees			
DATE: SEPT. 2022	REV. DATE:	COVERAGE: All Employees	PAGE #: 3 of 3

Remote management: The remote management of County of Renfrew devices may be used to assist Employees with detecting issues and resolving them remotely, and to monitor compliance with applicable policies, procedures and expectations.

Cameras and surveillance equipment: Video transmissions and recordings are monitored, saved, and archived for security purposes, and to monitor compliance with applicable policies, procedures, and expectations.

Live streaming: Events such as County Council, Committee Meetings, etc. are streamed live, recorded, and saved to the County of Renfrew YouTube channel.

3. Additional purposes for which information obtained may be used by the County of Renfrew

Information gathered via the aforementioned electronic activities may also be used to assess productivity, respond to MFIPPA requests, and in the investigation of alleged violations of law, regulations, or applicable County of Renfrew policies, procedures and expectations, or other instances of misconduct.

POLICY REFERENCES

1. *Employment Standards Act, 2000* <https://www.ontario.ca/laws/statute/00e41>

COUNTY OF RENFREW

BY-LAW NUMBER 105-22

A BY-LAW TO AUTHORIZE THE WARDEN AND CLERK TO EXECUTE AN AGREEMENT WITH INKBLOT TECHNOLOGIES INC. FOR AN EMPLOYEE AND FAMILY ASSISTANCE PROGRAM

WHEREAS the Municipal Act, 2001, S.O. 2001, as amended, authorizes Council to enter into agreements;

WHEREAS the County of Renfrew wishes to provide an Employee and Family Assistance Program (EFAP) for staff and elected officials of the County of Renfrew;

AND WHEREAS the Corporation of the County of Renfrew wishes to enter into a contract with Inkblot Technologies Inc. for an Employee and Family Assistance Program (EFAP) for a two-year period from January 1, 2023 to December 31, 2024.

NOW THEREFORE BE IT RESOLVED THAT the Council of the Corporation of the County of Renfrew enacts as follows:

1. That the submission by Inkblot Technologies Inc. to provide an EFAP for the County of Renfrew be approved.
2. The Warden and Clerk are hereby empowered to do and execute all things, papers, and documents necessary to the execution of this by-law.
3. That By-law Number 20-20 is hereby repealed.
4. This by-law shall come into force and take effect upon the passing thereof.

READ a first time this 28th day of September, 2022.

READ a second time this 28th day of September, 2022.

READ a third time and finally passed this 28th day of September, 2022.

DEBBIE ROBINSON, WARDEN

CRAIG KELLEY, CLERK

September 28, 2022

To the Council of the Corporation
of the County of Renfrew

Members of County Council:

We, your **Health Committee**, wish to report and recommend as follows:

INFORMATION

1. COVID-19 Pandemic Update – Long-Term Care [Strategic Plan Goal #3]

Homes Outbreak Status:

Bonnechere Manor: On August 22, 2022, the Renfrew County and District Health Unit (RCDHU) declared a facility wide COVID-19 outbreak. Pinnacle Resident Home Areas (RHAs) North and South outbreak status was lifted on September 1, 2022; RHA HM1 South was lifted on September 2, 2022; and RHA HM1 North was lifted on September 3, 2022. The facility wide COVID-19 outbreak status was lifted by the Renfrew County and District Health Unit on September 20, 2022.

Miramichi Lodge: We are pleased to advise that Miramichi Lodge is clear of outbreak status since August 31, 2022.

Ontario's Plan to Stay Open:

Effective August 30, 2022, the requirements for homes to set beds aside for pandemic-related isolation has been updated. All new residents and other transfers into the home must be placed in a single room or double room. Where a double room is used, every effort must be made to allow for adequate space (minimum two metres) between beds. Both Homes are compliant.

Licensees are advised that the occupancy funding protection cap will expire as of September 30, 2022.

The Ministry has advised that Long-Term Care Homes (LTCHs) are to bring beds set aside for isolation back online as quickly as possible. Beds set aside for isolation purposes will not become subject to occupancy target requirements until January 1, 2023.

By September 30, 2022, Ontario Health will notify LTCHs that currently have short-stay beds deemed converted to long-stay beds of Ontario Health's decision regarding whether or not the short-stay program beds are to be reopened. The reopening date must be between August 26, 2022, and December 31, 2022.

Up to and including December 31, 2022, funding for short-stay beds deemed converted to long-stay beds under the COVID-19 Funding Policy will continue to be provided as per the rate set out for the respective short-stay bed types.

Effective January 1, 2023, only the LTCHs that Ontario Health notified of its decision that a specified number of convalescent care or respite care beds are to reopen will receive funding for the specified number of convalescent care and respite care.

Ministry of Long-Term Care Funding:

The Ministry of Long-Term Care (MLTC) announced that it plans to provide the remaining funding of up to \$146,622,200 for the 2022-23 fiscal year allocated for COVID-19 Prevention and Containment and personal protective equipment (PPE). The funding is conditional on the Government receiving the necessary appropriations from the Ontario Legislature. The Government, in May 2022, announced \$244M for Prevention and containment and \$34M for PPE.

This remaining funding will flow to eligible LTCHs based on the methodology outlined below. Every eligible licensee of a LTCH will receive:

- Baseline funding of \$30,000, with an additional \$1,308 per bed to support necessary incremental expenditures to help stop the spread of COVID-19; and
- An additional amount of \$315 per bed to support homes with personal protective equipment (PPE) expenditures.

LTCHs will receive more funding based on this methodology compared to the funding they received from April to June. From April to June, LTCHs were provided \$10,000 in base funding and \$436 per bed for prevention and containment, and \$35 per bed for PPE.

The Ministry indicated in their memo that they expect incremental expenditures related to prevention and containment measures to decline in 2022-23. They will continue to monitor the evolution of the pandemic and will explore adjustments to funding levels should circumstances change.

Below is the 2022-23 funding allocations for each Home:

Funding Model	Bonnechere Manor	Miramichi Lodge
Prevention and Containment (P&C)	\$265,400	\$247,100
Personal Protective Equipment (PPE)	\$56,700	\$52,300
Total	\$322,100	\$299,400

Public Health Guidance:

Public health guidance will apply to all respiratory illnesses and will not be COVID-19 specific due to the complexity of diseases this fall. As a result, the 5-day isolation requirement for COVID-19 will no longer be mandatory, however the 10-day isolation will generally remain for long-term care staff with some differentials as permitted by Public Health. An example would be an employee post day 5 having tested positive for COVID with no current symptoms, could return to work, wearing full Personal Protective Equipment and working only with COVID positive residents.

In addition, the protocols for high risk contact isolation have been revised such that an asymptomatic High Risk contact staff and essential caregivers may attend work/visit. Essential caregivers must wear a well-fitted medical mask, and staff must wear an N95 during the period of high-risk (10 days) when in the building. Screening must include rapid antigen testing for a ten day period or day one and day five PCR tests. Both Homes are employing the ten day RAT as well as a day 5 PCR test.

Vaccine Preparedness:

Health Canada approved the Moderna / Spikevax COVID-19 bivalent vaccine which offers more targeted protection against the Omicron variants. The province is working with public health units and sector partners to make sure doses are ready to be administered once supply is

received from the federal government. It is anticipated that long-term care homes will be prioritized for the booster, along with other high-risk settings and populations. Our staff will be ready to administer the vaccine as soon as it arrives.

Amendments to Personal Support Worker Permanent Wage Enhancement Funding Policy:

The Ministry of Health recently reviewed the implementation of the Personal Support Worker (PSW) Permanent Wage Enhancement (PWE) in the long-term care (LTC) sector. As a result of this review, the LTC PWE for PSWs will now be incorporated as part of an employee's base salary. In order to implement these changes, the following amendments have been made:

- The PWE is considered pensionable earnings and may impact benefit plans paid by employers, subject to the terms of the applicable collective agreements and/or pension plans.
- Salary-related benefits such as life insurance coverage and long-term income protection will be impacted by the PWE.
- PWE is part of an eligible employee's base salary and applies to all paid hours including vacation, any authorized paid leave (including sick leave and statutory holidays) and time and benefits awarded under the Workplace Safety and Insurance Act, 1997.

During the Long-Term Care Report to our Committee on September 13, 2022, Mr. Blackmore had reported that the County of Renfrew would be responsible to cover the additional sick leave and statutory pay requirements that would be accumulated as a result of the \$3.00 per hour wage enhancement becoming permanent, for an approximate combined cost of \$250,000 for both Miramichi Lodge and Bonnechere Manor. Mr. Blackmore is pleased to advise County Council that the Ministry of Long-Term Care, has confirmed that they will reimburse the Homes for this additional cost.

2. Co-payment and Preferred Accommodation [Strategic Plan Goal #2]

Consistent with previous years, the Ministry of Long-Term Care advised of an inflationary increase of 2.5% to co-payment for basic and preferred accommodation rates to take effect on October 1, 2022 as attached as Appendix I.

3. **Miramichi Lodge Living Classroom [Strategic Plan Goal #3]**

Miramichi Lodge partnered with Algonquin College, Pembroke Campus to provide educational space on site at the Lodge for a Personal Support Worker program that commenced on September 6, 2022 with nineteen students.

4. **Director of Care – Miramichi Lodge [Strategic Plan Goal #3]**

Mrs. Nancy Lemire has been in the acting Director of Care position at Miramichi Lodge since June 2021 and has assumed this role on a permanent basis effective Monday, September 5, 2022. We congratulate Mrs. Lemire, a long-time staff member, on her new position as Director of Care at Miramichi Lodge.

5. **County of Renfrew Palliative Care [Strategic Plan Goal # 1]**

Commander Amber Hultink co-authored an article entitled, “Palliative paramedicine: Comparing clinical practice through guideline quality appraisal and qualitative content analysis, attached as Appendix II, that has been published in the August 8, 2022, issue of Palliative Medicine.

6. **Clinical Assessment Centres [Strategic Plan Goal # 3]**

Bivalent Vaccine

The Bivalent vaccine was approved for release by RCDHU on September 12. This vaccine is an adapted version of the Moderna Spikevax COVID-19 vaccine.

Health Canada has determined that the bivalent Moderna Spikevax booster is safe and effective. Clinical trial results showed that a booster dose of the bivalent Moderna Spikevax vaccine triggers a strong immune response against both Omicron (BA.1) and the original SARS-CoV-2 virus strain. It was also found to generate a good immune response against the Omicron BA.4 and BA.5 subvariants and is expected to extend the durability of protection.

This adapted vaccine has a similar safety profile to the previously approved Moderna Spikevax booster, with the same mild adverse reactions that resolved quickly. The vaccine will be available to retirement homes and congregate living (residents, staff, and primary caregivers). On September

19, it was made available at Assessment Centres for those who are 70 plus, immunocompromised, and Indigenous/Metis groups. There is currently no schedule for release to other cohorts.

7. Provincial Models of Care Strategy [Strategic Plan Goal # 3]

The following is an excerpt from a Provincial news release “Ontario Introduces a Plan to Stay Open: Health System Stability and Recovery”, released August 18, 2022.

Providing the Right Care in the Right Place

- Ontario is expanding the hugely successful 9-1-1 models of care to include additional ailments and is now giving paramedics the flexibility to provide better, more appropriate care. Patients diverted from emergency departments through these models received the care they needed up to 17 times faster with 94 per cent of patients avoiding the emergency department in the days following treatment.
- Ontario is implementing several initiatives to help avoid unnecessary hospitalizations, improve the process for ambulance offloading, and reintroduce respite services in long-term care.
- Ontario is introducing legislation that, if passed, will support patients whose doctors have said they no longer need hospital treatment and should instead be placed in a long-term care home, while they wait for their preferred home.
- Ontario continues to fund community paramedicine to provide additional care for seniors in the comfort of their own homes before their admission to a long-term care home. These initiatives will free up to 400 hospital beds.

BY-LAWS

8. Fixing Long-Term Care Act [Strategic Plan Goal #1]

RESOLUTION NO. H-CC-22-09-82

Moved by Chair

Seconded by Committee

THAT County Council approve Policy G-011 Declarations and Police Record Checks under the Fixing Long-Term Care Act, 2021 for the Council Members for the Corporation of the County of Renfrew, including the City of

Pembroke representatives for the Long-Term Care Homes (Bonnechere Manor and Miramichi Lodge); AND FURTHER THAT a By-law be passed.

Background

The Fixing Long-Term Care Act, 2021 (FLTCA) came into force on April 11, 2022, which repeals and replaces the existing Long-Term Care Homes Act, 2007 and revokes Ontario Regulation 79/10. Further to the overview given in the April report, the May report provided an overview on the new regulation that is significant to the elected within article 256 pertaining to screening measure requirements:

256 (1) Every licensee of a long-term care home shall ensure that screening measures are conducted before permitting any person to be a member of the licensee's board of directors, its board of management or committee of management or other governing structure.

(2) The screening measures shall include police record checks.

(3) The police record check must be,

(a) conducted by a police record check provider within the meaning of the Police Record Checks Reform Act, 2015; and

(b) subject to subsection (4), conducted within six months before the person becomes a member of the licensee's board of directors, its board of management or committee of management or other governing structure.

(4) Where a person will become a member of the licensee's board of directors, its board of management or committee of management or other governing structure as a result of their election under the Municipal Elections Act, 1996, the person must provide a police record check in accordance with this section that was conducted no earlier than six months prior to the date their term of office begins and no later than one month after their term of office begins. This section of the Act comes into force for councillors elected / re-elected November 2022.

The FLTCA prohibits any members that have been found guilty of prescribed offences or prescribed acts of professional misconduct to sit on the Board. In the County of Renfrew, all of County Council manages the County of Renfrew Long-Term Care Homes, Bonnechere Manor and Miramichi Lodge through the Health Committee.

There are no restrictions under the Municipal Elections Act that prevent a member of Council from running or being elected with a criminal record or professional misconduct findings.

It would be beneficial to Council, staff and members of the public to understand the application of the FLTCA to Council management of the County of Renfrew Long-Term Care Homes for both this and future Council terms. The policy was developed to provide clarity for Council, staff and members of the public.

Our Policy G-011 is adapted from Lanark County and staff obtained legal advice related to the application of the declaration requirements to Council meetings. The policy does not establish any new requirements or regulations other than what is already required in the FLTCA. The policy was developed only to provide clarity to staff, Committee and Council on the application of the FLTCA declarations.

The policy includes:

- Effective date of policy: November 1, 2022;
- Scope of policy: it will apply to all elected members (re-elected and newly elected members);
- Requirements for the Chief Administrative Officer/Clerk to maintain records in a confidential manner, subject to any disclosure obligations required by law;
- Requirements for Council members to recuse themselves from meetings if they have provided a declaration under the FLTCA in which they disclosed a finding of guilt of a prescribed act or offence;
- Information related to the application of the declarations.

Our Committee is recommending the adoption of Policy G-011 Declarations and Police Record Checks under the Fixing Long-Term Care Act, 2021 policy and please note that if Council decides to not adopt the policy, the FLTCA would still apply to Council proceedings that are related to the management of the County of Renfrew Long-Term Care Homes, Bonnechere Manor and Miramichi Lodge. Staff will advise the lower-tier municipalities and City of Pembroke of the requirement to provide Police Record Checks.

Since our Committee review of Policy G-011, Mr. Blackmore has updated Form A – Initial Declaration of Councillor and this revision is noted in bold and strike out.

9. **Lease Agreement – County of Renfrew and Arnprior Regional Health**

RESOLUTION NO. H-CC-22-09-84

Moved by Chair

Seconded by Committee

THAT County Council adopt a By-law authorizing the Warden and Chief Administrative Officer/Clerk to sign the Lease Agreement between the County of Renfrew and Arnprior Regional Health for ongoing tenancy of 275 Ida Street, Arnprior, the current location of the Renfrew County Virtual Triage and Assessment Centre (RC VTAC).

Background

Renfrew County Virtual Treatment and Assessment Centre (RCVTAC), located at 275 Ida Street in Arnprior, the previous site of the Grove Long-Term Care facility, a property owned by Arnprior Regional Health, has been the site of RCVTAC since its inception. In August 2021, when operational responsibility for RCVTAC was transferred to the County of Renfrew, a monthly lease rate was agreed upon and managed internally by Arnprior Health as the flow through for funding from the Province. The County of Renfrew has requested that the lease agreement be formalized. This lease is for a yearly term, commencing April 1, 2022, to March 31, 2023, for monthly rental of \$4,000 for approximately 1693 square feet of space.

All of which is respectfully submitted.

Michael Donohue, Chair

And Committee Members: D. Bennett, G. Doncaster, P. Emon, D. Grills, K. Love, J. Murphy, D. Robinson

Bulletin to Residents of Long-Term Care Homes: Important News Regarding Long-Term Care Home Accommodations Charges

Ministry of
Long-Term Care

FALL 2022

Renseignements aussi
disponibles en français

Due to the COVID-19 outbreak, the annual long-term care home resident co-payment rate increase was deferred to October 1, 2022. Consistent with prior years, an inflationary increase of 2.5% will be applied to the co-payment for basic and preferred accommodation in Long-Term Care (LTC) Homes.

Basic Accommodation Rates

On October 1, 2022, the co-payment that residents pay for basic accommodation in Long-Term Care (LTC) homes **will increase by \$1.55 per day from \$62.18 per day to \$63.73 per day**, consistent with recent inflationary increases. This will help cover the rising costs of meals and accommodation.

Preferred Accommodation Rates

The maximum charges will also be increasing for residents admitted to newer preferred accommodation beds **on or after October 1, 2022**. The premium charged for semi-private accommodation will increase by \$0.32 from \$12.78 to \$13.10 per day, and the premium for private accommodation will increase by \$0.67 from \$26.64 to \$27.31 per day.

The table below provides the new rates that will apply as of October 1, 2022 to all types of accommodation based on a resident's date of admission to the bed.

Type of Accommodation	Daily Rate	Monthly
Long-Stay Resident:		
Basic	\$63.73	\$1,938.46
Semi-Private		
Residents admitted to newer beds on or after July 1, 2015.	\$76.83	\$2,336.92
Residents admitted to newer beds on or after September 1, 2014, but prior to July 1, 2015.	\$75.74	\$2,303.76

Continued...

Residents admitted to newer beds on or after July 1, 2013, but prior to September 1, 2014.	\$74.65	\$2,270.61
Residents admitted to newer beds on or after July 1, 2012, but prior to July 1, 2013.	\$73.54	\$2,236.84
Residents occupying older beds, or residents admitted to newer beds prior to July 1, 2012.	\$72.47	\$2,204.30

Private

Residents admitted to newer beds on or after July 1, 2015.	\$91.04	\$2,769.14
Residents admitted to newer beds on or after September 1, 2014, but prior to July 1, 2015.	\$89.13	\$2,711.04
Residents admitted to newer beds on or after July 1, 2013, but prior to September 1, 2014.	\$87.21	\$2,652.64
Residents admitted to newer beds on or after July 1, 2012, but prior to July 1, 2013.	\$85.30	\$2,594.54
Residents occupying older beds, or residents admitted to newer beds prior to July 1, 2012.	\$83.38	\$2,536.14

Short-Stay Resident (Respite Bed)

\$41.25

N/A

NOTE: “Newer beds” – beds classified as “NEW” or “A” according to ministry design standards

“Older beds” – beds classified as “B”, “C”, “Upgraded D” or “D” according to ministry design standards

Effective from October 1, 2022, the basic accommodation rate is determined using the following formula:

- $2019 / 2020 / 2021 \text{ rate} \times (1 + \text{CPI Rate up to a maximum of } 2.5\%) = 2022 \text{ co-payment rate.}$ [i.e., $\$62.18 \times (1+2.5\%) = \63.73]
- The monthly rate is determined by multiplying the daily rate by 30.4167.
[i.e., $\$63.73 \times 30.4167 = \$1,938.46$]

If you have requested a transfer from your current accommodation into a preferred accommodation bed, please call the LTC home administrator to confirm the rate that you will be required to pay. Preferred rates for semi-private and private accommodation in your current LTC home or in another LTC home may be different if you are offered a bed on or after October 1, 2022.

If you are currently paying less than \$63.73 per day because you are receiving a reduction in the basic co-payment, known as a “Rate Reduction,” you should not be affected because your co-payment amount is determined based on what you can afford. However, if you did not qualify for a rate reduction during the 2022-23 Rate Reduction cycle (which began on July 1,

2022, and ends on June 30, 2023) due to your income being slightly too high, you may reapply as of October 1, 2022 to see if you now qualify. All residents receiving a rate reduction should re-apply for a reduction in the basic co-payment rate for the 2023-24 cycle, beginning on July 1, 2023. Staff at your LTC home will provide you with the application form and will help you to submit your application to the Ministry of Long-Term Care.

For more information on co-payment rates or the changes to the rate reduction application process, please speak with your home's Administrator. Should you have any additional questions, please contact: LTC.RateReduction@ontario.ca.

Palliative paramedicine: Comparing clinical practice through guideline quality appraisal and qualitative content analysis

Palliative Medicine

1–14

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Abstract

Background: Palliative care is an emerging scope of practice for paramedicine. The COVID-19 pandemic has highlighted the opportunity for emergency settings to deliver palliative and end-of-life care to patients wishing to avoid intensive life-sustaining treatment. However, a gap remains in understanding the scope and limitations of current ambulance services' approach to palliative and end-of-life care.

Aim: To examine the quality and content of existing Australian palliative paramedicine guidelines with a sample of guidelines from comparable Anglo-American ambulance services.

Design: We appraised guideline quality using the AGREE II instrument and employed a collaborative qualitative approach to analyse the content of the guidelines.

Data sources: Eight palliative care ambulance service clinical practice guidelines (five Australian; one New Zealand; one Canadian; one United Kingdom).

Results: None of the guidelines were recommended by both appraisers for use based on the outcomes of all AGREE II evaluations. Scaled individual domain percentage scores varied across the guidelines: scope and purpose (8%–92%), stakeholder involvement (14%–53%), rigour of development (0%–20%), clarity of presentation (39%–92%), applicability (2%–38%) and editorial independence (0%–38%). Six themes were developed from the content analysis: (1) audience and approach; (2) communication is key; (3) assessing and managing symptoms; (4) looking beyond pharmaceuticals; (5) seeking support; and (6) care after death.

Conclusions: It is important that ambulance services' palliative and end-of-life care guidelines are evidence-based and fit for purpose. Future research should explore the experiences and perspectives of key palliative paramedicine stakeholders. Future guidelines should consider emerging evidence and be methodologically guided by AGREE II criteria.

Keywords

Palliative care, terminal care, paramedic, emergency medical services, policy, qualitative

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What is already known about the topic?

- Palliative paramedicine is an emerging scope of practice. Community-based ambulance services are a widely unharnessed asset capable of facilitating home-based care to patients with life-limiting illnesses, particularly after-hours.
- Global ambulance services have developed specialist roles capable of delivering palliative care. However, the broader paramedic community requires the skills to take a generalist palliative approach to care where appropriate.
- Palliative care guidelines are a key enabler for standardising paramedic practice, yet a gap remains in understanding their prevailing scope and limitations.

What this paper adds?

- The findings of this study suggest ambulance guidelines are shifting away from protocol driven paramedic practice to broader clinical models, calling on the discretion and decision-making skills of paramedics instead of fixed algorithms.
- The study identified the prevalence of clinical back-up pathways across all the included guidelines, recognising the developing nature of palliative paramedicine and need for multidisciplinary approaches to care.
- The overall lack of content related to communication skills and care after death underscores a significant gap in current clinical practice.

Implications for practice, theory, or policy

- This study highlights the opportunity to employ more robust methodological approaches to developing future best practice palliative paramedicine guidelines and shape future practice on integrated models of care.
- Future research could investigate broader stakeholders' perspectives to better inform paramedicine practice related to care after death and translate the palliative care skills of specialist paramedics across to the generalist paramedic workforce.

Introduction

Palliative care is an emerging scope of practice for paramedicine, a clinical discipline traditionally associated with emergency treatment and transport of patients to tertiary facilities for further care.¹ The World Health Organization (WHO) recognises that high quality and equitable access to palliative care requires an integrated multidisciplinary approach² and community-based ambulance services are a widely unharnessed asset capable of facilitating home-based care to patients with life-limiting illnesses,³ particularly after hours. The COVID-19 pandemic has highlighted the perpetual challenges global health care systems face to sustainably care for ageing populations with end-of-life needs^{4–6} and the opportunity for emergency settings to deliver palliative and end-of-life care to patients wishing to avoid intensive life-sustaining treatment and transport to hospital.⁷ Furthermore, international community preferences to die at home are increasing,^{8,9} resulting in a greater need for paramedics to provide palliative and end-of-life care in community-based settings and deviate away from long-established assumptions of needing to transport all patients to hospital.^{10,11}

Within an Australian context, evidence indicates a higher need for ambulance response at the end of a palliative care patient's life.¹² Despite this, all national, state and territory level palliative care strategies fail to address the role paramedics play in delivering palliative and end-of-life care in communities.^{12,13} Globally,

ambulance services have developed specialised roles capable of delivering palliative and end-of-life care, such as Extended Care Paramedics,¹⁴ to mirror the pioneering success of Canada's community paramedicine model.¹⁵ However, these roles will not suffice the growing demand for palliative paramedicine alone and, instead, the broader paramedic community requires the skills to take a palliative approach to care for patients with end-of-life needs.¹⁶

A recent systematic review identified end-of-life care Clinical Practice Guidelines (guidelines) as a key enabler to standardising palliative care practice for paramedics.¹⁷ The WHO also recognises that palliative care guidelines vastly improve the effectiveness of palliative care service delivery at the point of care.² International literature suggests paramedics have expressed a strong desire to support palliative care patients in the community^{18–24}; however, they lack guidelines for managing these types of patients,^{20,25} particularly those wishing to remain and die at home.²⁶ Furthermore, although it is well established internationally that paramedics have been traditionally protocol driven,³ in many jurisdictions there is little or no option for variation and there remains a gap in understanding the prevailing scope and limitations of ambulance services' approach to palliative care. This study aimed to examine the quality and content of existing Australian palliative paramedicine guidelines with a sample of guidelines from comparable Anglo-American ambulance services.²⁷

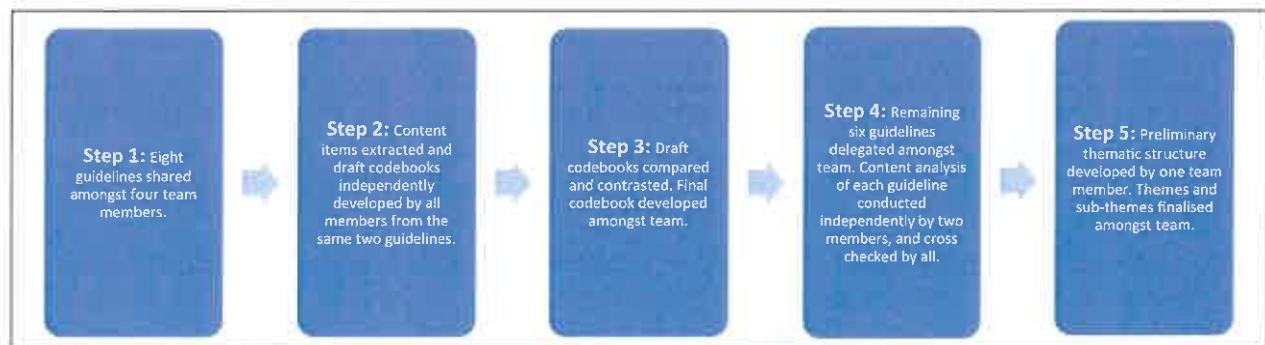


Figure 1. Content analysis process.

Methods

Design and approach

This study consisted of two components: (1) critically analysing the content of the guidelines employing a collaborative qualitative approach,^{28,29} and (2) appraising their methodological quality using a validated instrument.³⁰ The Standards for Reporting Qualitative Research (SRQR) criteria guided the conduct and reporting of the methods and results.³¹

Data collection

Guidelines were collected in March 2021. Representatives from all eight Australian ambulance services were invited to put forward their respective palliative and/or end-of-life guidelines for inclusion in this study. In discussion with the international authorship team, a sample of guidelines were also sourced from countries with Anglo-American ambulance services²⁷ the team determined comparable to current Australian paramedic practice. This included New Zealand (NZ), the United Kingdom (UK) and Canada.

NZ has a single national ambulance sector collection of guidelines, including one specific to end-of-life. The UK's Joint Royal College Ambulance Liaison Committee developed a national end-of-life care guideline adapted from many locally derived protocols. One Canadian service was selected to reflect contemporary best practice derived from the findings of a recently implemented palliative paramedicine quality improvement programme.¹⁵ However, variation in palliative paramedicine practice is apparent across Canada and it was acknowledged amongst the team this one service may not reflect all.

Data extraction and analysis

The content analysis process is outlined in Figure 1. Authors were not blinded to guideline origin, as they were already familiar with them from clinical practice. A manual collaborative content analysis using Word and Excel was conducted to identify key themes and sub-themes in the data following

a four-step process: (1) establishing candidate content items, (2) developing the codebook and pilot testing, (3) undertaking collaborative coding; and (4) reviewing coding and finalising thematic analysis.²⁹ Four authors (MJ, paramedicine academic; MB, professor and palliative care physician; NA, emergency nurse and academic; and DM, paramedic and ambulance service clinical services manager) independently coded the same two guidelines, each constructing a draft codebook of candidate content items and sub-items and an audit trail. The codebooks were compared, with oversight from JC (professor and palliative care physician) and, upon reaching consensus, a data extraction form was devised and piloted on the same two guidelines. The remaining six guidelines were then delegated amongst MJ, MB, NA and DM and independently conducted by two members of the team, then cross checked by all four members. Each content sub-item was coded as: comprehensively addressed (yes), partially addressed (partial) or missing (no). MJ reviewed the coding for each guideline, made numerical counts for each sub-item (Table 3) and developed a preliminary thematic structure of the results through inductive coding. The team met to review and gain consensus on the thematic structure.

Quality appraisal

The methodological quality of each guideline was assessed using the validated Appraisal of Guidelines for Research and Evaluation (AGREE) II instrument, comprising six domains: scope and purpose, stakeholder involvement, rigour of development, clarity of presentation, applicability and editorial independence.³⁰ As per the manual, two authors independently conducted the appraisal: PB, an ambulance service medical director and emergency physician and LP, a critical care paramedic and ambulance service director of clinical policy. MJ coordinated the appraisal and resolved discrepancies. Both appraisers had previous experience using the AGREE II instrument for appraisal of ambulance guidelines.³² The appraisers used the online My AGREE PLUS platform, for 23 items across the six domains employing a seven-point Likert scale to strongly

Table 1. Included guidelines.

Region, country	Ambulance service	Guideline, version, year
Victoria, Australia ³⁴	Ambulance Victoria	Palliative Care Clinical Practice Guideline A0712, version 1, 2016
New South Wales, Australia ³³	New South Wales Ambulance	Palliative Care Protocol S9, version 1, 2020
Queensland, Australia ³⁵	Queensland Ambulance Service	Other/Palliative Care Clinical Practice Guideline 0417, version 1, 2017
Northern Territory, Australia ³⁶	St John Ambulance Northern Territory	Palliative Care Patients Clinical Practice Guideline, version 2.3, 2013
South Australia, Australia ³⁷	South Australian Ambulance Service	Extended Care Paramedic Clinical Pathway Palliative Care, version 2, 2017
New Zealand ³⁸	St John New Zealand National Service	End of Life Care Clinical Procedure and Guideline 1.13, version 1, 2019
Ontario, Canada ⁴⁰	County of Renfrew Paramedic Service	Community Paramedic Palliative Care Booklet, version 2, 2021
United Kingdom ³⁹	Joint Royal Colleges Ambulance Liaison Committee	End of Life Care General Guidance, version 1, 2019

YWM: Yes with modifications.

disagree (1) or strongly agree (7) the item was met. Results were then compared and appraisers modified their score based on the discussion, in accordance with AGREE II methodology. An overall average appraisal score, scaled domain percentages and an overall percentage rating of quality were calculated for each guideline (see Table 2 for methodology and results). Based on these scores, a recommendation of whether to use, use with modifications or not use each guideline was made. As AGREE II assesses the methodological quality of development processes and not content, coders additionally responded to the following statement for each guideline: 'I would recommend this guideline for use' (based on my knowledge of the clinical validity of the guideline recommendations).

Results

Guideline characteristics

A total of eight guidelines published between 2013 and 2021 were included in the study (Table 1). Five guidelines were Australian,^{33–37} one NZ,³⁸ one from the UK³⁹ and one Canadian.⁴⁰

Quality assessment

Table 2 summarises the AGREE II appraisal of included guidelines. No guideline was recommended without amendments by both appraisers for use based on AGREE II evaluations; however, Canada's guideline was recommended for use by both based on their knowledge of its clinical validity. This guideline also scored highest (83%) in the overall summary of domains 1–6. Scaled individual domain percentage scores varied significantly across the guidelines: scope and purpose (8%–92%), stakeholder

involvement (14%–53%), rigour of development (0%–20%), clarity of presentation (39%–92%), applicability (2%–38%) and editorial independence (0%–38%).

Main findings and key themes

Extracted data are included in Tables 2 and 3. Six themes and sub-themes, as illustrated in Figure 2, emerged from the content analysis data: (1) audience and approach; (2) communication is key; (3) assessing and managing symptoms; (4) looking beyond pharmaceuticals; (5) seeking support; and (6) care after death.

Audience and approach

Each guideline had substantial differences in stylistic approach, which could be categorised into three general types. New South Wales (NSW),³³ South Australia (SA)³⁷ and Victoria's (VIC)³⁴ guidelines were structured as protocols, comprising prescriptive direction and often accompanied by a flow-chart.

"In cases where there is no person responsible and/or paramedics are unsure about the patient's treatment goals and the patient is unable to communicate, paramedics should commence treatment per specific protocol(s) until additional information becomes available".³³

In contrast, Queensland (QLD),³⁵ the Northern Territory (NT)³⁶ and NZ³⁸ guidelines adhered to a broader framework, offering guidance rather than instruction.

"Paramedics may administer drugs and may recommend the patient not be transported; providing this is consistent with ongoing symptom control and they make contact with the patient's palliative care team".³⁶

Table 2. Quality appraisal using the AGREE II instrument.

Guideline	Domain score (%)						Overall score, Domains 1–6 (%)	Recommendation for use based on the outcomes of all AGREE II evaluations, Domains 1–6	Recommendation for use based on knowledge of the clinical validity of the guideline recommendations
	Scope and purpose	Stakeholder involvement	Rigour of development	Clarity of presentation	Applicability	Editorial independence			
Canada	69	53	20	92	38	0	83	YwM (Reviewer 1) Yes (Reviewer 2)	Yes (Reviewer 1) Yes (Reviewer 2)
New South Wales, Australia	61	14	0	53	19	0	33	YwM (Reviewer 1) No (Reviewer 2)	Yes (Reviewer 1) YwM (Reviewer 2)
New Zealand	36	17	2	72	15	0	50	YwM (Reviewer 1) No (Reviewer 2)	YwM (Reviewer 1) YwM (Reviewer 2)
Northern Territory, Australia	42	35	3	42	2	0	25	YwM (Reviewer 1) No (Reviewer 2)	YwM (Reviewer 1) YwM (Reviewer 2)
Queensland, Australia	75	36	6	53	13	38	58	YwM (Reviewer 1) No (Reviewer 2)	YwM (Reviewer 1) Yes (Reviewer 2)
South Australia, Australia	8	17	2	39	4	0	42	YwM (Reviewer 1) No (Reviewer 2)	YwM (Reviewer 1) YwM (Reviewer 2)
United Kingdom	92	14	13	89	38	0	50	YwM (Reviewer 1) Yes (Reviewer 2)	Yes (Reviewer 1) No (Reviewer 2)
Victoria, Australia	78	14	0	69	13	0	33	YwM (Reviewer 1) No (Reviewer 2)	Yes (Reviewer 1) No (Reviewer 2)

Individual ratings across all 23 items were averaged to yield an overall average appraisal score for each guideline. To determine scaled domain percentages, both appraisers' ratings of items within each domain were added and the maximum and minimum possible domain scores were scaled before being converted into an overall percentage for the domain.

Table 3. Content analysis summary of content items and sub-items.

Content items and sub-items	Guideline								Total Yes (Y) =1 No (N) =0 Partial (P) =0.5
	Canada	New South Wales (Australia)	Northern Territory (Australia)	New Zealand	Queensland (Australia)	South Australia (Australia)	United Kingdom	Victoria (Australia)	
<i>Content item 1: Who does this guideline apply to?</i>									
a) Palliative care definition	Y	Y	Y	Y	Y	N	P	P	6
b) Indicators for a paramedic to apply a palliative approach	Y	Y	Y	N	N	N	Y	Y	5
c) Circumstances where an ambulance service may be required for a palliative patient	Y	N	Y	P	Y	Y	Y	Y	6.5
<i>Content item 2: Determining the person responsible for making decisions</i>									
a) Establishing the patient's capacity	N	N	N	N	Y	N	P	N	1.5
b) Identifying proxy-decision makers	N	P	N	P	Y	N	P	N	2.5
<i>Content item 3: Determining the patient's wishes with respect to treatment and transport</i>									
a) Documentation describing the patient's wishes for life sustaining treatment and hospital care	N	Y	Y	P	P	P	P	N	3
b) Medical orders to withhold CPR and/or other life sustaining treatment (goals of care)	P	Y	Y	Y	Y	N	P	P	5.5
c) Indications for transfer to hospital	N	Y	Y	P	Y	Y	Y	Y	6.5
<i>Content item 4: Partnering in care with the family</i>									
a) Communication approaches for establishing rapport with families	N	Y	P	P	P	Y	P	N	4
b) Cultural considerations	N	N	N	N	N	N	N	N	0
<i>Content item 5: Recognising and responding to imminent death</i>									
a) Signs and symptoms of approaching death	Y	Y	N	N	N	N	Y	N	3
<i>Content item 6: Managing pain</i>									
a) Identifying the analgesia type and dosage the patient is already receiving	Y	P	P	Y	Y	N	Y	Y	6
b) Specific drug type and dosage recommended to manage this symptom	Y	P	P	Y	N	P	P	Y	5
c) Route and location of drug administration	Y	Y	N	P	Y	P	Y	Y	6
d) Recognising drug contraindications and offering alternatives	P	N	N	N	N	N	P	Y	2
e) Non-pharmaceutical approaches	Y	Y	N	N	N	N	Y	N	3
<i>Content item 7: Managing nausea and vomiting</i>									
a. Identifying the antiemetic type and dosage the patient is already receiving	Y	P	P	P	Y	N	P	Y	5
b. Specific drug type and dosage recommended to manage this symptom	Y	P	N	N	P	N	P	P	3
c. Route and location of drug administration	Y	Y	N	N	N	N	N	Y	3
d. Recognising drug contraindications and offering alternatives	Y	N	N	N	N	N	N	N	1
e. Non-pharmaceutical approaches	Y	Y	N	N	Y	N	P	N	3.5

(Continued)

Table 3. (Continued)

Content items and sub-items	Guideline								Total Yes (Y) =1 No (N) =0 Partial (P) =0.5
	Canada	New South Wales (Australia)	Northern Territory (Australia)	New Zealand	Queensland (Australia)	South Australia (Australia)	United Kingdom	Victoria (Australia)	
<i>Content item 8: Managing breathlessness</i>									
a. Identifying the drug type and dosage the patient is already receiving	Y	P	P	Y	N	N	P	Y	4.5
b. Specific drug type and dosage recommended to manage this symptom	Y	P	P	Y	N	P	P	Y	5
c. Route and location of drug administration	Y	Y	N	P	N	P	N	Y	4
d. Recognising drug contraindications and offering alternatives	Y	N	N	N	N	N	N	N	1
e. Non-pharmaceutical approaches	Y	Y	N	N	N	N	Y	N	3
<i>Content item 9: Managing confusion</i>									
a. Identifying the drug type and dosage the patient is already receiving	N	N	P	P	P	N	P	N	2
b. Specific drug type and dosage recommended to manage this symptom	N	N	N	N	N	N	P	N	0.5
c. Route and location of drug administration	N	N	N	N	N	N	N	N	0
d. Recognising drug contraindications and offering alternatives	N	N	N	N	N	N	N	N	0
e. Non-pharmaceutical approaches	Y	N	N	N	N	N	P	N	1.5
<i>Content item 10: Managing constipation</i>									
a. Identifying the drug type and dosage the patient is already receiving	N	N	P	P	N	N	N	N	1
b. Specific drug type and dosage recommended to manage this symptom	N	N	N	N	P	N	N	N	0.5
c. Route and location of drug administration	N	N	N	N	N	N	N	N	0
d. Recognising drug contraindications and offering alternatives	N	N	N	N	N	N	N	N	0
e. Non-pharmaceutical approaches	Y	N	N	N	N	N	N	N	1
<i>Content item 11: Managing dehydration</i>									
a. Identifying the drug type and dosage the patient is already receiving	N	N	P	P	N	N	N	N	1
b. Specific drug type and dosage recommended to manage this symptom	N	N	N	P	P	N	N	N	1
c. Route and location of drug administration	N	N	N	N	N	N	N	N	0
d. Recognising drug contraindications and offering alternatives	N	N	N	N	N	N	N	N	0
e. Non-pharmaceutical approaches	Y	N	N	N	Y	N	N	N	2
<i>Content item 12: Managing the patient’s anxiety and agitation</i>									
a. Identifying the drug type and dosage the patient is already receiving	Y	P	P	P	N	N	P	Y	4
b. Specific drug type and dosage recommended to manage this symptom	Y	P	P	Y	N	P	P	Y	5
c. Route and location of drug administration	Y	Y	N	P	N	P	N	Y	4
d. Recognising drug contraindications and offering alternatives	Y	N	N	N	N	N	N	Y	2
e. Non-pharmaceutical approaches	Y	Y	N	N	N	N	P	N	2.5
<i>Content item 13: Managing respiratory secretions</i>									
a. Identifying the drug type and dosage the patient is already receiving	Y	N	P	P	N	N	P	N	2.5
b. Specific drug type and dosage recommended to manage this symptom	Y	N	N	N	N	N	P	N	1.5
c. Route and location of drug administration	Y	N	N	N	N	N	N	N	1
d. Recognising drug contraindications and offering alternatives	Y	N	N	N	N	N	N	N	1
e. Non-pharmaceutical approaches	Y	N	N	N	N	N	Y	N	2

(Continued)

Table 3. (Continued)

Content items and sub-items	Guideline								Total Yes (Y) =1 No (N) =0 Partial (P) =0.5
	Canada	New South Wales (Australia)	Northern Territory (Australia)	New Zealand	Queensland (Australia)	South Australia (Australia)	United Kingdom	Victoria (Australia)	
<i>Content item 14: Options for clinical back-up</i>									
a. Generic and local sources of assistance	Y	Y	Y	Y	Y	Y	P	Y	7.5
b. Hierarchy of who to contact	N	N	N	N	N	N	N	Y	1
<i>Content item 15: Care after death (technical skills)</i>									
a. Verification of death	N	P	N	N	N	Y	P	N	2
b. Who to contact	N	N	P	N	N	Y	N	N	1.5
c. Identifying who will complete the death certificate and process to avoid calling police when the death is expected	N	N	N	N	N	Y	N	N	1
<i>Content item 16: Care after death (soft skills)</i>									
a. Breaking bad news	N	N	N	N	N	N	N	N	0
b. Bereavement support for the family	N	N	N	N	P	N	P	N	1
c. Cultural considerations	N	N	N	N	N	N	N	N	0
<i>Content item 17: Documentation</i>									
a. What is needed to be recorded by the paramedic	Y	Y	Y	Y	N	P	P	Y	6
<i>Content item 18: Additional items included in the guideline</i>									
b. Any additional and imperative information which is included in this guideline but is not already covered by an existing content item	Y	N	N	Y	Y	N	Y	Y	5

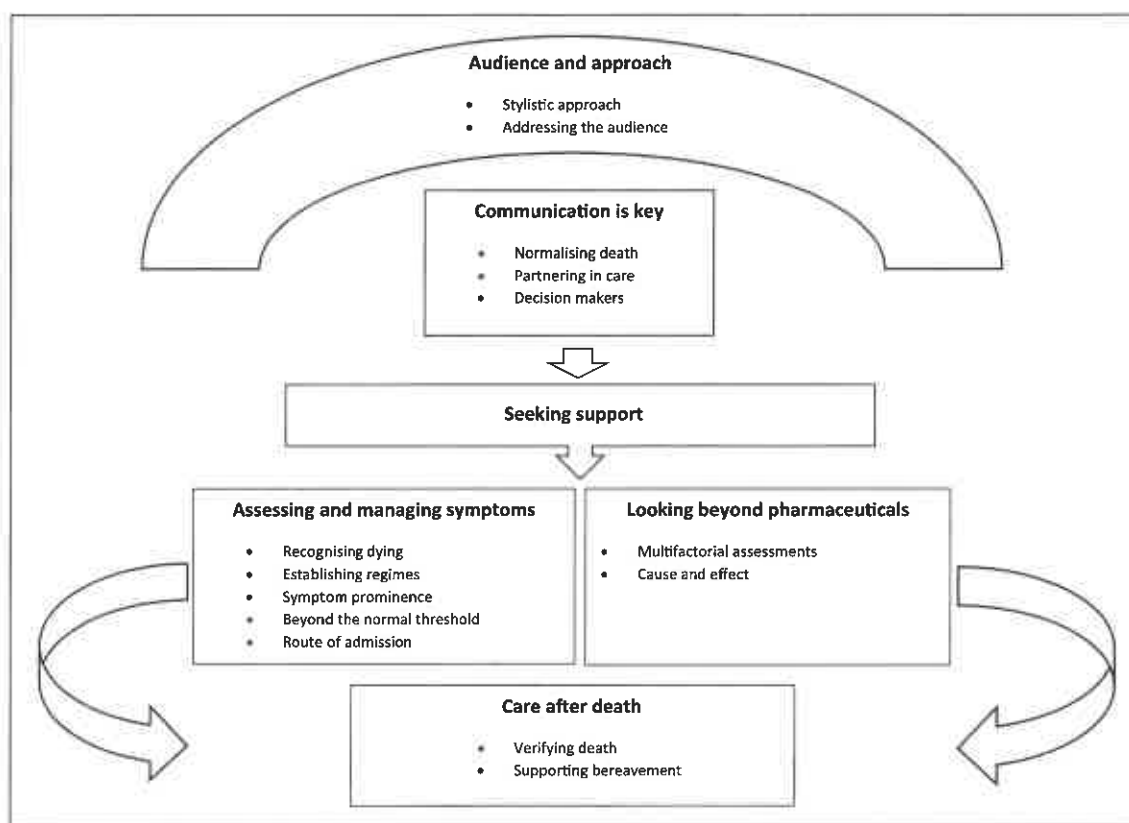


Figure 2. Thematic summary of content analysis.

The Canadian⁴⁰ and UK³⁹ guidelines were comprehensive booklets, detailing many aspects of care and integrating both a prescriptive and guiding approach.

"Patient-centred care is the cornerstone of all medical directives. Should the patient already have a symptom management kit in the home, prescribed by their primary care provider for the management of palliative care, the paramedics may provide symptom assist to the patient and/or family for the patient's prescribed medications in accordance with the prescription. This may include, but is not limited to, drawing up medications as prescribed, aiding in the administration of prescribed medications and assisting the family with medication administration and/or education".⁴⁰

Variations in the audience addressed were also apparent across guidelines. Two were written exclusively for specialist community-based paramedics,^{37,40} while the other guidelines were applicable to generalist paramedic audiences. Furthermore, four jurisdictions required the patient to be registered with a community-based palliative care service for the guideline to be applicable.^{33,34,38,40}

Communication is key

All but one guideline³⁷ defined palliative care to varying degrees and recognised dying as a normal process of life, a key strength of the guidelines which offered paramedics

clarity to communicate these principles in end-of-life emergencies. Eliciting information from the patient and bystanders is a basic task for paramedics; however, only two guidelines acknowledged the importance of partnering in care with families, addressing communication approaches for building rapport with and supporting these important stakeholders.^{33,37}

"Families/carers may be committed to caring for the patient in the place of their choice, but at times may need support over and above that which is currently being provided or is available. Acknowledgement of the burden of this type of care and support may be all they require at this difficult time. Normalising the feelings that the family may experience will assist to minimise the family's distress".³³

Other key palliative care communication skills were tackled to varying degrees. Only one guideline comprehensively covered establishing patient capacity and determining proxy-decision makers,³⁵ while two others referred to seeking medical advice if the decision-maker was unclear.^{38,39} Another two guidelines clarified what constituted valid medical directives within their jurisdictions,^{33,36} equipping paramedics with the medicolegal literacy of what to request and look out for.

"If the patient can communicate and has the capacity to make decisions regarding treatment and transport, consult

directly with the patients and obtain the patient's consent before any treatment and/or transport is provided".³⁵

Assessing and managing symptoms

Recognising dying to initiate a palliative approach was a strong point amongst the guidelines. Three jurisdictions offered prescriptive lists of the signs and symptoms of a patient approaching death^{33,39,40} and more outlined circumstances where an ambulance may be called to care for a palliative patient.^{34–40} However, overwhelmingly most cited transportation to or from a hospital as the primary reason for paramedic intervention.

"A point comes when the person enters the 'dying phase'. Ambulance services are frequently called upon at this stage. This may be for planned transport, such as the rapid transfer of a person from hospital or hospice to their preferred place of death. Ambulance services are also frequently called during the dying phase because of an unexpected complication, or a sudden deterioration in condition".³⁹

Seven guidelines clearly directed paramedics to establish the patient's existing medication regime before initiating management of any palliative symptoms.^{33–36,38–40} Pain was most comprehensively referenced and addressed across guidelines; however, nausea and vomiting, breathlessness and agitation were also commonly considered. Other less reported symptoms included confusion, constipation, dehydration and respiratory secretions. Depending on the guideline approach, pharmaceutical symptom management details varied to include drug types,^{34,38,40} pharmacokinetics,⁴⁰ contraindications^{34,39,40} and dosages.^{34,38,40} One guideline provided paramedics with an online application to assist with calculating dosages, reducing room for error in a high-pressure environment.

"Morphine is recommended as the mainstay treatment for palliative pain. When the palliative care service is unavailable to advise paramedics on management, the dose of subcutaneous Morphine to be administered is calculated by using the Ambulance Victoria CPG App to convert each of the patient's regular opioid analgesics to a total equivalent daily dose of oral morphine".³⁴

All guidelines suitably recognised palliative care patients often have stronger pain relief requirements and recommended administering analgesia beyond the normal thresholds of an opioid-naïve patient, if required, thereby permitting paramedics to work outside their traditional scope. Differences in the location and route of administration were also discussed by seven guidelines,^{33–35,37–40} most preferencing the subcutaneous delivery of pharmaceuticals in the arm to speed uptake. Other technical skills addressed outside a paramedic's usual repertoire included using

syringe drivers^{34,37,39,40} and transdermal patches³⁹ for pain management. Importantly, paediatric pathways of care were only acknowledged by one guideline,³⁴ highlighting a potential gap in current palliative paramedicine practice.

Looking beyond pharmaceuticals

All guidelines addressed the medicinal management of symptoms to some degree; however, non-pharmaceutical approaches were not broadly adopted across guidelines. Only one guideline prescribed a multifocal approach to comprehend the holistic needs of a palliative patient, recommending paramedics undertake medical, sociological and psychological assessments before commencing treatment.³⁹ Another guideline offered two pages of generic information about the process of dying, albeit directed at family caregivers, which included non-pharmaceutical comfort-focussed interventions.⁴⁰ These two guidelines and another encouraged the paramedic to explore the causative root of palliative symptoms beyond superficial assumptions, highlighting opportunities for paramedics to identify when a non-pharmaceutical approach may be applied to better effect.^{35,39,40}

"From a pre-hospital care perspective, as an ambulance clinician it is vital that you are mindful of the evidence which concludes that the use of a fan and low dose opiates is as effective, if not more effective, than the administration of oxygen. The disadvantages often outweigh the benefit of administering oxygen in that if a patient feels that they cannot breathe and a paramedic attends and administers oxygen, the patient may believe that they need oxygen therapy each time thereafter that they feel breathlessness. Even worse, the patient may fear that the thing they need to breathe is being taken away when you leave the house. This may result in the person feeling that they need an emergency response whenever they feel breathless."³⁹

Seeking support

Options for clinical back-up was the only content item addressed by all guidelines, emphasising a requirement to identify and contact the patient's leading medical professional, usually the community palliative care service, when responding to a palliative emergency.

"Treatment should be in consultation with palliative care team, medical officer managing patient's care or South Australian Ambulance Service Extended Care Paramedic Mentor".³⁷

Half of the guidelines listed contacts for support,^{34,36,37,40} while the other half referred to options but did not stipulate specific details.^{33,35,38,39} Two guidelines provided details for a 24/7 palliative care specialist specifically on call to provide support for paramedics^{34,36} and another

guideline permitted paramedics to treat patients beyond their normal practice if directed by clinical supports.³⁸

"All personnel may administer medicines outside their delegated scope of practice if instructed to do so (including over the phone) by a registered medical or nurse practitioner".³⁸

Care after death

Content items relating to care after death were underrepresented across all guidelines, including the more comprehensive guidelines of Canada and the UK. No single guideline addressed the content items breaking bad news or cultural considerations, highlighting two clear gaps in current documented clinical practice. Three guidelines referred to separate protocols covering the skills of verifying death,^{33,38,39} raising the question of utility for interrelated content across multiple guidelines. One jurisdiction directed paramedics to complete a declaration of life extinct document when the death was expected and stipulated who could complete the certification, assisting paramedics in avoiding unnecessary police involvement at a time of bereavement.³⁷

"There is no requirement for South Australian Police to attend the case provided a declaration of life extinct document is completed and a palliative care medical officer or the patient's GP can complete the certificate within the 24 hours of the death".³⁷

Finally, supporting family and carer distress and grief after the death of a loved one was only partially addressed by two guidelines,^{35,39} highlighting an under-recognition of the potential for paramedics to employ vital communication skills, support early bereavement, respond to acute grief and provide culturally responsive care.

"Ambulance clinicians will often be on the scene at or shortly after the point of death. There may be occasions where the patient is in the final stages of dying. If all reversible causes have been considered, then supportive care for the patient and the relatives/carers may be all that is required".³⁹

Discussion

Palliative paramedicine is an evolving scope of practice: only five of Australia's ambulance services had existing guidelines suitable for inclusion in this study. The diversity of approaches reported across the included guidelines reflects the international shift away from protocol-driven paramedic practice to broader clinical models, calling on the discretion and decision-making skills of paramedics instead of fixed algorithms.^{1,41–43}

Overall, the quality of guideline development was poor to moderate. Notably, Australian and Canadian ambulance guidelines are usually part of a comprehensive suite

of policies and procedures, not to be used in isolation. Thus, despite succinct guidelines potentially offering greater utility for paramedics, they were rated poorly according to AGREE II criteria, as reflected in another study employing the same tool to appraise paramedic practice.³² Looking ahead, the AGREE II instrument offers substantial methodological guidance for developing future best practice palliative paramedicine guidelines;⁴⁴ however, the instrument should not be used to determine their clinical validity.⁴⁵

The need for community-based palliative care provision by paramedics has emerged from the recognition of ambulance and out-of-hours community palliative care service shortfalls, an increasing acuity of elderly populations living in communities and a greater need to respond to illness with preventative and rehabilitative approaches.⁴⁶ However, relegating palliative paramedicine to specialist roles alone – as was the case for only two guidelines – seems an unviable option to support the ever growing demand for community-based palliative care and increasing community preferences to die at home.¹⁶ Future research could investigate opportunities to integrate the palliative care skills of specialist paramedics across to the generalist paramedic workforce and embed palliative and end-of-life care principles into undergraduate paramedicine curriculum.^{12,47}

Constraining the provision of palliative and end-of-life care exclusively to patients already receiving specialist community palliative care services is another barrier to practice. Paramedics often encounter frail and chronically ill patients with rapidly deteriorating health, some of whom might benefit from or prefer a palliative approach to their care. Paramedics' unique position as clinicians entering patients' homes allows them to gather important information about social contexts; details that can be used for holistic palliative care needs assessments and inform immediate care planning.¹² However, systems must be in place for this information to be shared with multidisciplinary palliative care teams in order to also influence future care planning. Broadening guidelines to allow these patients to be eligible to receive palliative care from a paramedic where appropriate, with clinical back up, would increase access and equity and entrench palliative care as a core skill of paramedicine. This would require the capability to link with specialist palliative care services at the time of need or for future follow up and assessment if time and circumstances permit.

Clinical back-up pathways were a key strength present across all eight guidelines, recognising the developing nature of palliative paramedicine and highlighting the need for multidisciplinary approaches to care. A recent study confirmed Australian paramedics have a high level of intention to use a specialist palliative care telehealth service if it were made available to them.⁴⁷ Opportunities remain to shape future ambulance service palliative care policies and practice on integrated models of care.

Finally, the overwhelming lack of content related to communication and care after death identified a significant gap in current practice. These concepts are difficult to translate into simple algorithms, which could potentially justify their exclusion in protocol-based guidelines. However, current literature also fails to address the experiences of families and paramedics responding to the death of a palliative patient.⁴⁸ Instead, we generalise practice based on in-patient and emergency department environments, which fail to recognise the nuance of pre-hospital settings.

Future research ought to investigate all stakeholders' perspectives to better inform practice related to care after death. Literature supports the need for soft skills communication training for paramedics to initiate advance care planning,⁴⁹ break bad news⁵⁰ and discuss end-of-life matters⁴⁸; a gap that has only been reinforced by the broadening role of paramedics providing grief support during the COVID-19 pandemic.⁵¹

Findings from our study have the potential to shape future policy and practice, identifying the need to broaden palliative care beyond a specialised role, remove restrictions on prerequisite services required to apply a palliative approach, invest in integrated models of care and address care after death. Prospective research should explore the experiences and perspectives of key palliative paramedicine stakeholders to inform future guidelines; the methodological development of which ought to follow the AGREE II criteria to achieve best practice.

Strengths and limitations

To our knowledge, this is the first study to explore palliative paramedicine practice from a policy perspective. Only palliative and end-of-life care specific guidelines were included in this study, therefore excluding potentially relevant information from other guidelines within each ambulance service's suite. Furthermore, only one Canadian guideline was included, which may not reflect the variation in palliative paramedicine practice across the country. However, review of all guidelines would have been significantly more resource intensive and out of scope for this study. Further, the specific inclusion criteria allowed us to analyse the utility of each guideline.

Conclusion

Palliative care is a growing component of paramedicine and translated into practice by ambulance services' palliative and end-of-life care guidelines. This study examined both the quality and content of existing Australian palliative paramedicine guidelines with a sample of guidelines from comparable Anglo-American Ambulance services. The study highlights the variance in methodological quality, approach and content of these guidelines to reveal six key themes: audience and approach, communication is

key, assessing and managing symptoms, looking beyond pharmaceuticals, seeking support and care after death.

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Ethics approval

Ethical approval was not required for this study as the research method was a quality appraisal and content analysis of publicly available material.

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COUNTY OF RENFREW

BY-LAW NUMBER 106-22

**A BY-LAW TO APPROVE A DECLARATION AND DISCLOSURE POLICY
FOR LONG-TERM CARE HOMES**

WHEREAS the Fixing Long-Term Care Act, 2021 came into force on April 11, 2022, which repeals and replaces the existing Long-Term Care Homes Act, 2007 and revokes Ontario Regulation 79/10.

AND WHEREAS regulation states Article 256 (1) Every licensee of a long-term care home shall ensure that screening measures are conducted before permitting any person to be a member of the licensee's board of directors, its board of management or committee of management or other governing structure.

(2) The screening measures shall include police record checks.

(3) The police record check must be,

(a) conducted by a police record check provider within the meaning of the Police Record Checks Reform Act, 2015; and

(b) subject to subsection (4), conducted within six months before the person becomes a member of the licensee's board of directors, its board of management or committee of management or other governing structure.

(4) Where a person will become a member of the licensee's board of directors, its board of management or committee of management or other governing structure as a result of their election under the Municipal Elections Act, 1996, the person must provide a police record check in accordance with this section that was conducted no earlier than six months prior to the date their term of office begins and no later than one month after their term of office begins. This section of the Act comes into force for councillors elected / re-elected November 2022.

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

1. That Policy G-011 Declarations and Police Record Checks under the Fixing Long-Term Care Act, 2021 for Long-Term Care Homes be hereby enacted.
2. That this By-law shall come into force and take effect upon the passing thereof.

READ a first time this 28th day of September, 2022.

READ a second time this 28th day of September, 2022.

READ a third time and finally passed this 28th day of September, 2022.

DEBBIE ROBINSON, WARDEN

CRAIG KELLEY, CLERK

County of Renfrew Long-Term Care Homes Policy			
DEPARTMENT: General			POLICY #: G-011
POLICY: Declarations and Police Record Checks under the Fixing Long-Term Care Act, 2021			
DATE: Sept 2022	REV. DATE: New	COVERAGE: Members of Council	PAGE #: 1 of 3

1.0 Purpose

This policy outlines the responsibilities of members of Council related to the requirement for disclosure of certain charges, convictions, findings, orders and commencement of proceedings as detailed below, in order to manage the operations of the County of Renfrew Long Term Care Homes, Bonnechere Manor at 470 Albert Street, Renfrew, ON and Miramichi Lodge, 725 Pembroke Street West, Pembroke, ON regulated under the Fixing Long Term Care Act, 2021 (FLTCA) and provides clarity around the procedure when a member discloses such information in their declaration.

This policy is intended to provide an outline of procedures for Council and staff to follow to meet the requirements of the legislation.

2.0 Legislative Authority

Section 81(5) of the FLTCA, in conjunction with Regulation 246/22 under the FLTCA, requires that no person who has been found guilty of an offence or act prescribed in the Regulations shall be permitted to serve as a member of the board of management. To this end, members of the board of management must disclose certain charges, convictions, findings, orders, and proceedings. In the case of the County of Renfrew, the Board of Management is the Council of the Corporation of the County of Renfrew.

3.0 Application

This policy applies to all members of County Council, including the Head of Council. Chief Administrative Officer/Clerk's office staff will be responsible for the administration of this policy. Health Committee representatives from the City of Pembroke are subject to this policy.

4.0 Date of Effect

This policy will come into effect on November 1, 2022.

County of Renfrew Long-Term Care Homes Policy			
DEPARTMENT: General			POLICY #: G-011
POLICY: Declarations and Police Record Checks under the Fixing Long-Term Care Act, 2021			
DATE: Sept 2022	REV. DATE: New	COVERAGE: Members of Council	PAGE #: 2 of 3

5.0 General Provisions

Declarations

Upon swearing into office of any new term of Council, Council members shall provide a completed and signed copy of Form A, **Initial Declaration of Councillors**.

Subsequently, if a member becomes aware of a charge or finding of guilt or other disclosable event related to offenses and misconduct, as set out in Regulation 246/22 of the FLTCA, they must provide a completed and signed copy of Form B **Ongoing Declaration for Councillors** no later than 30 days from the date the member became aware of the disclosable event.

Council members should consult with the Chief Administrative Officer/Clerk of the County if additional clarification is needed in specific circumstances related to disclosable events and declarations.

Police Record Check

Upon swearing into office, Council members are required to provide a Police Record Check as soon as possible, but no later than 30 days after the swearing in. The police record check shall be dated no earlier than six (6) months prior to their swearing in date.

Information Management

The Clerk shall be responsible for maintaining the records of the declarations and police record checks of Council in a confidential manner and in accordance with Regulation 246/22. The records will not be made available to the public in any way, subject to any disclosure obligations required by law.

Procedures at Meetings

If a member has provided a declaration which indicates an offence or a finding of professional misconduct as provided by the regulations, that member cannot participate in the management

County of Renfrew Long-Term Care Homes Policy			
DEPARTMENT: General			POLICY #: G-011
POLICY: Declarations and Police Record Checks under the Fixing Long-Term Care Act, 2021			
DATE: Sept 2022	REV. DATE: New	COVERAGE: Members of Council	PAGE #: 3 of 3

of the Long-Term Care Homes, Bonnechere Manor and Miramichi Lodge during Health Committee and Council, Committee of the Whole meetings or otherwise.

During the discussion of any item pertaining to the management of the Long-Term Care Homes, Bonnechere Manor and Miramichi Lodge, the member shall recuse themselves for the item and shall not participate in the debate or vote.

- a) If the meeting is in open session, the member can remain in the room but not be seated at the Council table
- b) If the meeting is in closed session the member shall leave the room.

The member is not obligated to publicly declare the nature of the conflict when they recuse themselves for the item.

During the approval of the budget, the Long-Term Care budget will be approved in a separate vote than the overall corporate budget.

6.0 Enforcement

Fixing Long Term Care Act

Under the FLTCA all members of the Board of Management have an obligation to ensure compliance with the legislation.

The FLTCA outlines that those members responsible for non-compliance can be subject to prosecution. Additionally, the corporation may be subject to fines and prosecution.

Appendices:

Form A – Initial Declaration of Councillors

Form B – Ongoing Disclosure for Councillors



Form A

Initial Declaration of Councillor

Under Subsections 252 (4) and 256(6) of O.Reg 246/22

This declaration form is for use by County of Renfrew (the "Licensee").

Disclosure Required by Law

Section 81(5) of the *Fixing Long-Term Care Act, 2021* (the 'Act'), in conjunction with Regulation 246/22 under the Act, require that no person who has been found guilty of an offence or act prescribed in the Regulations be permitted to serve as a member of the board of management. To this end, members of the board of management must disclose certain charges, convictions, findings, orders and proceedings.

Instructions

- ~~1. Identify the date that the vulnerable sector check you submitted to the Home was conducted.~~
1. Carefully review the list of offences in Section A1 and the list of misconduct in Section B1.
2. Answer all the questions under the Offences section and Misconduct section below.
3. If you answer "yes" to any of the questions, provide details in the Appendix to Form A.
4. Sign the declaration at the end of the form and return it to the Chief Administrative Officer/Clerk.

Section A - Offences – Charges, Orders and Convictions

~~Since the date the vulnerable sector check that I provided to the home was conducted:~~

I have been charged with one or more of the offences listed in section A1 below.

- ☐ No
- ☐ Yes and every charge (with details and outcomes) is disclosed in the Appendix.

I have been the subject of an order by a judge or justice of the peace (includes a peace bond, probation order, prohibition order or warrant to arrest) in respect of an offence listed in Section A1 below.

- ☐ No
- ☐ Yes and every order is disclosed in the Appendix.

I have been convicted of one or more of the offences listed in Section A1 below.

- ☐ No
- ☐ Yes and every conviction is disclosed in the Appendix.

Section A1 - List of Offences

1. Any offence under the *Fixing Long-Term Care Act, 2021*, the *Long-Term Care Homes Act, 2007*, the *Nursing Homes Act*, the *Charitable Institutions Act* or the *Homes for the Aged and Rest Homes Act*.
2. Any offence referenced at section 742.1 of the *Criminal Code* (Canada).
3. Any offence under the *Cannabis Act* (Canada), the *Controlled Drugs and Substances Act* (Canada) or the *Food and Drugs Act* (Canada).
4. Any other provincial or federal offence if the offence involved,
 - (a) improper or incompetent treatment or care of a vulnerable person* that resulted in harm or a risk of harm of any kind to the vulnerable person, including but not limited to physical, emotional, psychological or financial harm,
 - (b) abuse or neglect of a vulnerable person* that resulted in harm or risk of harm of any kind to the vulnerable person, including but not limited to physical, emotional, psychological or financial harm,
 - (c) unlawful conduct that intentionally resulted in harm or a risk of harm of any kind to a vulnerable person*, including but not limited to physical, emotional, psychological or financial harm, or
 - (d) misuse or misappropriation of a vulnerable person's* money.

* A "vulnerable person" is a person who, because of their age, a disability or other circumstances, whether temporary or permanent,

- (a) is in a position of dependency on others, or
- (b) is otherwise at a greater risk than the general population of being harmed by a person in a position of trust or authority towards them.

Section B - Professional Misconduct – Proceedings and Findings of Guilt

Within the past five years, a proceeding has commenced against me that could lead to a finding of guilt relating to an act of misconduct set out in section B1 below.

- ☐ No
- ☐ Yes and every proceeding is disclosed in Appendix.

There is a finding of guilt against me relating to an act of misconduct listed in Section B1 below.
(Answer "No" if the finding of guilt: (a) resulted in a suspension that ended more than five years ago,
or (b) if the finding of guilt did not result in a suspension and the finding occurred more than five
years ago.)

- ☐ No
- ☐ Yes and every finding of guilt is disclosed in the Appendix.

Section B1 – List of Misconduct (which includes incompetence)

1. An act of misconduct as a member of a health profession as defined in the *Regulated Health Professions Act, 1991*.
2. An act of misconduct as a member of a regulated profession as defined in the *Fair Access to Regulated Professions and Compulsory Trades Act, 2006*.
3. An act of misconduct under any other scheme governing a profession, occupation or commercial activity, including a scheme a person is not required to participate in in order to practice or engage in the profession, occupation or activity.

I declare that the information I have provided in this form (including any information in the Appendix to Form A) is true and complete.

Print first and last name

Signature

Date
(day/month/year)

Appendix to Form A

Instructions

1. Use this Appendix to Form A to particularize disclosure if you answered "yes" to any of the questions on the declaration form.
2. In the space below, provide details of every charge, order, conviction, commencement of proceeding, or finding.
3. Details must include the date, name and location of the court or regulatory authority, and the name and brief description of the charge, order, conviction, proceeding, or finding. Attach additional pages as required.

This image shows a single sheet of white paper with horizontal ruling lines. The lines are evenly spaced and run across the width of the page. There are no margins, text, or other markings on the paper.



FORM B

Ongoing Disclosure for Councillors under Subsections 256(7) and 253(1) of O.Reg 246/22

This declaration form is for use by a member of Council of the County of Renfrew (the "Licensee") who becomes aware of a charge or finding of guilt or other disclosable event relating to offences and misconduct set out in the *Fixing Long-Term Care Act, 2021* (the "Act") after their Initial Disclosure.

Disclosure Required by Law

Regulation 246/22 (the "Regulation") under the Act requires the disclosure of certain charges, convictions, findings, orders, and proceedings promptly after a staff member, volunteer, or a member of the board of directors becomes aware of one or more of these events.

Instructions

1. Carefully review the list of offences in Section A1 and the list of misconduct in Section B1 below.
2. If you are subject to anything listed in Section A1 or Section B1, check the box beside the relevant statement and provide particulars regarding outcomes and details in the Appendix to Form B.
3. Sign the declaration at the end of the form and return it to the Licensee.

Section A - Offences – Charges, Orders and Convictions

- ☐ I have been charged with one or more of the offences listed in section A1 below.
- ☐ I have been the subject of an order by a judge or justice of the peace (includes a peace bond, probation order, prohibition order or warrant to arrest) in respect of an offence listed in section A1 below.
- ☐ I have been convicted of one or more of the offences listed in section A1 below.

Section A1 - List of Offences

1. Any offence under the *Fixing Long-Term Care Act, 2021*, the *Long-Term Care Homes Act, 2007*, the *Nursing Homes Act*, the *Charitable Institutions Act* or the *Homes for the Aged and Rest Homes Act*.
2. Any offence referenced at section 742.1 of the *Criminal Code* (Canada).
3. Any offence under the *Cannabis Act* (Canada), the *Controlled Drugs and Substances Act* (Canada) or the *Food and Drugs Act* (Canada).
4. Any other provincial or federal offence if the offence involved,
 - (a) improper or incompetent treatment or care of a vulnerable person* that resulted in harm or a risk of harm of any kind to the vulnerable person, including but not limited to physical, emotional, psychological or financial harm,
 - (b) abuse or neglect of a vulnerable person* that resulted in harm or risk of harm of any kind to the vulnerable person, including but not limited to physical, emotional, psychological or financial harm,
 - (c) unlawful conduct that intentionally resulted in harm or a risk of harm of any kind to a vulnerable person*, including but not limited to physical, emotional, psychological or financial harm, or
 - (d) misuse or misappropriation of a vulnerable person's* money.

* A "vulnerable person" is a person who, because of his or her age, a disability or other circumstances, whether temporary or permanent,

- (a) is in a position of dependency on others, or
- (b) is otherwise at a greater risk than the general population of being harmed by a person in a position of trust or authority towards them.

Section B - Professional Misconduct – Proceedings and Findings of Guilt

- ☐ A proceeding has commenced against me that could lead to a finding of guilt relating to an act of misconduct set out in section B1 below.
- ☐ There is a finding of guilt against me relating to an act of misconduct listed in section B1 below.

Section B1 – List of Professional Misconduct (which includes incompetence)

1. An act of misconduct as a member of a health profession as defined in the *Regulated Health Professions Act, 1991*.
2. An act of misconduct as a member of a regulated profession as defined in the *Fair*

Access to Regulated Professions and Compulsory Trades Act, 2006.

3. An act of misconduct under any other scheme governing a profession, occupation or commercial activity, including a scheme a person is not required to participate in in order to practice or engage in the profession, occupation or activity.

I declare that the information I have provided in this form (including any information in Appendix to Form B) is true and complete.

Print first and last name

Signature

Date
(day/month/year)

Appendix to Form B

Instructions

1. Use this Appendix to Form B to particularize disclosure if you answered "yes" to any of the questions on the declaration form.
2. In the space below, provide details of every charge, order, conviction, commencement of proceeding, or finding.
3. Details must include the date, name and location of the court or regulatory authority, and the name and brief description of the charge, order, conviction, proceeding, or finding. Attach additional pages as required.

[illegible]

COUNTY OF RENFREW

BY-LAW NUMBER 107-22

**A BY-LAW AUTHORIZING THE WARDEN AND CLERK TO EXECUTE A LEASE
AGREEMENT BETWEEN THE COUNTY OF RENFREW AND ARNPRIOR REGIONAL
HEALTH FOR ONGOING TENANCY OF 275 IDA STREET, ARNPRIOR FOR THE
RENFREW COUNTY VIRTUAL TRIAGE AND ASSESSMENT CENTRE**

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

WHEREAS the County of Renfrew deems it desirable to enter into an agreement with Arnprior Regional Health for ongoing tenancy of the RCVTAC at 275 Ida Street, Arnprior, for the monthly lease of \$4,000 to be reviewed yearly.

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

1. The agreement attached to and made part of this by-law shall constitute an agreement between the Corporation of the County of Renfrew and Arnprior Regional Health.
2. That the Warden and Clerk are hereby empowered to do and execute 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 28th day of September 2022.

READ a second time this 28th day of September 2022.

READ a third time and finally passed this 28th day of September 2022.

DEBBIE ROBINSON, WARDEN

CRAIG KELLEY, CLERK

THIS LEASE made in duplicate this 22 day of July 2022

BETWEEN:

ARNPRIOR REGIONAL HEALTH,
incorporated under the laws of the Province of Ontario
and having its head office at the Town of Arnprior

(the "**Lessor**")

- and -

VTAC

(the "**Lessee**")

Background

- A. The Lessor operates a public hospital (the Arnprior Regional Health, the "**Hospital**") and long-term care facility in Arnprior, Ontario.
- B. The Lessee wishes to lease space in the former long- term care facility.

FOR VALUE RECEIVED, the Lessor leases to the Lessee the following premises:

In the Town of Arnprior, in the County of Renfrew and being composed of part of the first level of the building known as the Old Grove, municipally known as 275 Ida Street North, Arnprior, Ontario, with approximately 1693 square feet of rental space as more particularly described in Schedule A.

TERM:

To have and to hold the said demised premises for and during the term twelve months to be computed from the 1st day of April 2022 and to end on the 31st day of March 2023.

RENT:

Lessee shall pay rent during the term to the Lessor, payable in monthly installments, each in advance on the first day of each month during the term commencing April 1, 2022 in the amount indicated on Schedule A. On or prior to the commencement date, the Lessee shall provide Lessor with post-dated cheques or preauthorized electronic fund transfers for each month of the term.

The parties hereto further covenant and agree that the rents and additional payments herein reserved are exclusive of any retail sales taxes, goods and services taxes, value added taxes, business transfer taxes or any such similar or other taxes imposed by any taxing authority and the parties further covenant and agree that in the event that such taxes are imposed same will be for the account of the Lessee who agrees to indemnify and save harmless the Lessor in respect of payments made by the Lessor on account of these said taxes, but same shall not be considered by the parties to be additional and further rent.

The Lessor agrees to supply and pay for all electricity, heating, air conditioning, water charges and data lines; however, the Lessee is responsible for any charges for using the data lines (e.g., Internet, email costs). Any costs relating to the use or occupation of the premises not expressly made the obligation of the Lessor in this Lease are at the expense of the Lessee.

RENEWAL:

The Lessor agrees, provided that the Lessee is not in arrears of payment of rent or any other amounts hereunder or in breach of any of the Lessee's obligations hereunder, to renew the lease for further one-year terms, subject to the successful negotiation of rent and all other terms and conditions between the Lessor and the Lessee, in writing and signed by both parties. The Lessee acknowledges that the amount of rent payable in any renewal term will be based on the Lessor's actual costs to operate the premises and, as such, will reflect the effects of inflation.

TERMINATION:

This lease agreement may be terminated in the following circumstances:

1. by the Lessor in the event of 5 days' arrears of rent;
2. by the Lessor in the event of any significant wilful or negligent damage to the premises caused by the Lessee or by persons permitted on the premises by the Lessee;
3. should either party be in substantial and ongoing breach of any of the terms of this lease agreement, which remains unremedied after the non-breaching party has provided at least 30 days' written notice of the substantial and ongoing breach to the breaching party; or
4. by the Lessee providing at least 90 days' written notice as to its intentions to terminate this lease agreement.

Upon the expiry or termination of this lease agreement, the Lessee shall deliver vacant possession to the Lessor of the premises in the same condition as at the commencement of this lease agreement, reasonable wear and tear excepted.

USE OF PREMISES:

The Lessee accepts the premises in the state and condition in which they are received from the Lessor.

The Lessee covenants that he/she will not permit to be done on the said premises anything which may be annoying to the Lessor, or which the Lessor may deem to be a nuisance.

The Lessee covenants that he/she will not permit to be done any act or thing which may make void or voidable any insurance upon any building, or part thereof, upon the said premises, or which may cause any increased or additional premium to be paid for such insurance.

The Lessee shall:

- a) keep the premises at all times in a safe, neat, clean, orderly, first-class and inviting condition, including a reasonable state of repair, all to the satisfaction of the Lessor;
- b) be solely responsible for obtaining and maintaining in good standing from all authorities having jurisdiction all necessary permits, licences and approvals as may be necessary to permit the Lessee to occupy the premises and conduct his/her business thereon, as required by all applicable laws;
- c) not make improvements or alterations to the premises without the prior consent of the Lessor; and
- d) not erect, install or display any sign on or visible from the exterior of the premises other than in-house signage which the Lessor shall approve and supply and for which the Lessee shall be charged.

COMMON FACILITIES:

Subject to all other relevant provisions of this lease agreement, the Lessor grants to the Lessee the non-exclusive licence during the term to use, for their intended purposes in common with others entitled thereto, such portions of the building that are generally accessible to the public for the purposes of accessing the premises (e.g., the washrooms) (the "Common Facilities") as same are reasonably required for the use and occupancy of the premises. The Lessor is responsible for maintaining the Common Facilities.

The Lessee shall not obstruct any Common Facilities or use or permit to be used any Common Facilities for purposes other than their intended purposes. Without limiting the foregoing, nothing shall be placed or stored anywhere in or on the Common Facilities.

INSPECTION RIGHTS:

The Lessor or any persons designated by it shall have the right to enter the premises at any time upon reasonable notice to view the state of repair and condition thereof and to carry out repairs. Provided also that during the last two (2) months of the said term any agents of the Lessor may inspect the said premises, on any day except Sunday, on producing a written order to that effect signed by the Lessor.

Provided that the Lessor may place upon the said premises at any time during the said term a notice that the said premises are for sale, and within two (2) months prior to the termination of the said term may place a notice on the said premises that are to be let, and the Lessee agrees that he/she will not remove any such notices, or permit them to be removed.

LESSOR'S RIGHT OF EARLY TERMINATION:

Provided also that if during the term hereby granted:

- a) any of the goods and chattels of the Lessee shall be at any time seized or taken in execution or in attachment by any creditor of the Lessee;
- b) a Writ of Execution shall issue against the goods or chattels of the Lessee;
- c) the Lessee shall execute any chattel mortgage or bill of sale of any of his/her goods or chattels;
- d) the Lessee shall make any assignment for the benefit of creditors, or become bankrupt or insolvent or shall take the benefit of any Act that may be in force for bankrupt or insolvent debtors;
- e) the said premises become vacant and so remain for the period of thirty (30) days;
- f) the said premises be used for any other purpose than that of which they were let;
- g) the Lessee shall attempt to abandon the said premises;
- h) the Lessee shall attempt to assign or sublet this lease agreement without Lessor authorization; or

- i) the Lessee shall attempt to sell or dispose of his/her goods and chattels so that there would not in the event of such sale or disposal be, in the opinion of the Lessor, a sufficient distress on the premises for the then accruing rent,

then,

1. the current month's rent together with the rent for the next three (3) months accruing and the taxes for the then current year (to be reckoned on the rate for the next preceding year in case the rate shall not have been fixed for the then current year), shall immediately become due and payable, and
2. the said term shall, at the option of the Lessor, forthwith become forfeited and terminated upon written notice to the Lessee, and the Lessor may re-enter and take possession of the said premises as though the Lessee was hold over after the expiration of the said term, and in every of the above cases such taxes or accrued portion thereof shall be recoverable by the Lessor in the same manner as the rent hereby reserved.

Provided that the Lessee may remove his/her fixtures if all rent due hereunder has been paid. These rights are in addition to any other rights of early termination provided for in this lease agreement.

The Lessee covenants that he/she is the sole owner of all goods and chattels that are to be brought upon the premises, and that they are free from any mortgage, lien or other charge, save and except for any equipment or office systems related to the Lessee's practice which may be leased or financed.

LIABILITY INSURANCE:

The Lessee covenants to obtain and maintain during the term a policy of comprehensive general liability insurance on the premises providing coverage for personal injury, property damage, property loss and all other potential liability arising out of the occupation and use of the premises, which policy shall

1. be in the amount of not less than TWO MILLION DOLLARS (\$2,000,000.00) per occurrence and on other terms satisfactory to the Lessor and this amount shall be increased if so required by the Lessor to a reasonable amount specified, by the Lessor, on one hundred and twenty (120) days' written notice;
2. include all risks Lessee's legal liability in an amount sufficient to cover a loss to the premises and the Lessee's own contents, as well as business interruption insurance to allow for the continued payment of rent should the Lessee's business operations upon the premises be suspended;
3. include the Lessor, as an additional named insured;
4. provide that the policy cannot be cancelled or materially altered without providing thirty (30) days' prior written notice to the Lessor by the insurer;
5. deliver to the Lessor proof of insurance and payment of its premiums within ten (10) days after execution of this lease and to deliver to the Lessor from time to time upon request by the Lessor evidence satisfactory to the Lessor, of the continued maintenance of the insurance during the term;
6. upon request, allow the Lessor to obtain information regarding liability insurance directly from the Lessee's insurance agent or insurance broker.

MAINTENANCE:

The Lessor will be responsible for the maintenance of the grounds and the Common Facilities.

The Lessor will provide at its expense snow removal from the parking lot and access road, steps and entrances leading to the leased premises.

HEATING, AIR CONDITIONING:

The Lessor agrees to provide heating and air-conditioning to the demised premises at appropriate times. All equipment is to be maintained by the Lessor at the Lessor's expense.

FIRE AND OTHER DAMAGE:

If during the term or other extension to it the building on which the premises are situate or the premises shall be destroyed or damaged by fire or the elements, or other causes beyond the control of the Lessee, the following provisions shall have effect:

- (1) If the premises shall in the Lessor's opinion be so badly injured (or destroyed) as to be unfit for occupancy and to be incapable of being repaired with reasonable diligence within ninety (90) days of the happening of such injury, then the term shall cease at the option of the Lessee (and be at an end to all intents and purposes) from the date of such damage or destruction and the Lessee shall immediately surrender and yield up possession of the premises to the Lessor, and shall pay rent only to the time of such surrender.
- (2) If the premises in the Lessor's opinion be capable with reasonable diligence of being repaired and rendered fit for occupancy within ninety (90) days from the happening of such injury but if the damage is such to render the premises wholly unfit for immediate occupancy, then the rent hereby reserved shall not run or accrue after such injury or while the process of repair is going on, the Lessor shall repair the premises with reasonable speed, and the rent shall recommence immediately after such repairs shall be completed.
- (3) If the premises can in the Lessor's opinion be repaired within ninety (90) days and if the damage is such that the premises are capable of being partially used, then until such damage shall have been repaired by the Lessor, the rent shall abate in the proportion that the part of the premises rendered unfit for occupancy is of the whole of the premises.

The Lessee shall repair, promptly and at the Lessee's own cost, any damage caused by the Lessee during the term of this Lease, after notifying the Lessor of such damage. At its option, the Lessor may assume responsibility for completing the damage repairs using its own staff or contractors, to ensure consistent repairs throughout the building, at the Lessee's expense.

LESSOR NOT LIABLE:

The Lessor shall not be liable for any damages, direct or indirect, resulting from or contributed to by any interruption or cessation in supply of any utilities or heating, ventilating, air-conditioning and humidity control. Without limiting the generality of the foregoing, the Lessor shall not be liable for any and all indirect or consequential damages or damages for personal discomfort or illness of the Lessee or any persons permitted by the Lessee to be on the premises, by reason of the suspension or non-operation of any utilities, heating, ventilating, air-conditioning or humidity control.

The Lessee agrees that the Lessor shall not be liable or responsible in any way for any damage to the Lessee's property or any third party property nor for any injury or death to any person in or coming to or from the premises, unless such damage or injury is caused by the gross negligence or wilful misconduct of the Lessor or any person for whom the Lessor is responsible in law (including employees and agents).

ASSIGNMENT:

The Lessee may assign or sublet the demised premises with the prior written consent of the Lessor, but such consent will not be unreasonably withheld, provided the Assignee's practice is reasonably equivalent to the Lessee's practice and in compliance with this Lease.

SALE OF BUILDING:

The Lessor agrees that upon the sale of the building the new purchasers will be bound by the terms and conditions of the lease or any extensions thereof.

REMOVAL OF FIXTURES:

Provided that the Lessee is not in arrears of rent at the expiry of the lease, the Lessee may remove any of his/her fixtures.

LESSOR'S OBLIGATIONS:

The Lessor covenants with the Lessee for quiet enjoyment.

The Lessor covenants to provide adequate fire insurance on the building and to pay realty taxes except for business tax.

GENERAL PROVISIONS:

And it is further agreed by and between the parties hereto that wherever the singular and masculine are used throughout this lease the same shall be so construed as if the plural or the feminine had been used where the context or the party or parties hereto so require, and the rest of the sentence shall be construed as if the necessary grammatical and terminological changes thereby rendered necessary had been made.

All notices to be delivered to the Lessor shall be in writing addressed to it at the following address or to such other address as it may in writing direct:

Arnprior Regional Health
350 John Street North
Arnprior, Ontario K7S 2P6
Attention: Chief Executive Officer

All notices sent to the Lessee shall be in writing addressed to him/her at the following address or to such other address as he/she may in writing direct:

VTAC
275 Ida Street
Arnprior, Ontario K7S 3M7

This lease agreement, including Schedule A, constitutes the entire agreement of the parties and supersedes any previous arrangements or agreements, written or oral. This lease agreement may be amended only in writing signed by both parties. This lease agreement is governed by the laws of Ontario.

IN WITNESS WHEREOF the Lessor and Lessee have signed this lease agreement:

ARNPRIOR REGIONAL HEALTH

Brad Hilker, Vice President of Finance & Chief Financial Officer

_____ **Witness**

COUNTY OF RENFREW

_____ **Debbie Robinson, Warden**

_____ **Craig Kelley, CAO**

Schedule A

Details of leased premises:

275 Ida Street and having an area of approximately 1693 square feet

Rent:

1. April 1, 2022 to March 31, 2023 \$4,000 per month
2. Subsequent annual rate increases will be applicable based on the lease amount per square foot for the previous year +/- the change in the Consumer Price Index as published by Statistics Canada for the previous 12 month period.

September 28, 2022

To the Council of the Corporation
of the County of Renfrew

Members of County Council:

We, your **Development and Property Committee**, wish to report and recommend as follows:

INFORMATION

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

The first three Taste of the Valley events were successfully held on August 19 in Barry's Bay, August 26 in Eganville, and September 24 in Renfrew, with approximately 4,000 visitors in attendance.

Future dates and locations include:

- October 1 in Deep River
- October 2 in Arnprior
- October 15 in Cobden

2. Ontario Tourism Industry Health Check [Strategic Plan Goal No. 1]

Destination Ontario has started providing [Industry Health Check Reports](#) that include up-to-date data about border crossings, visitation, occupancy rates and spending with comparisons to 2019-2021. The purpose of these reports is to track the tourism industry's recovery efforts from the pandemic.

While the information is not broken down at the County level, it is broken down by region providing current data for Ontario's Highlands, which includes Renfrew County.

Interestingly, the occupancy data now includes a breakdown of the Short-Term Rental and Hotel occupancy rates, which supports the growing demand and use of short-term rental accommodations.

Attached as Appendix I is the Industry Health Check Report ending June 30, 2022.

3. **Ottawa Valley Featured in Guidebooks [Strategic Plan Goal No. 1]**

Over the past year and a half, the Ottawa Valley Tourist Association (OVTA) has provided media support to two Ontario authors who have written various guidebooks about travelling in Ontario.

Laura Byrne Paquet, author and influencer with [OttawaRoadTrips.com](https://ottawaroadtrips.com), has published two books: *Your 100-km Getaway Guide* and *Your Weekend Getaway Guide*. Each book includes chapters about various Ottawa Valley communities within a 100-400 km driving distance from Ottawa, including:

- Arnprior, White Lake and Burnstown
- Renfrew
- Calabogie and Eganville
- Pembroke
- Petawawa and Deep River
- Barry's Bay

Author Ron Brown has published the sixth edition of *Backroads of Ontario* and the first edition of *Top 170 Unusual Things To See in Ontario* which features various driving routes and attractions, including:

- Along the Ottawa River: Arnprior to Pembroke
- Tripping the Mighty Madawaska River
- The Opeongo Pioneer Road
- Newfoundout
- Bonnechere Caves
- Rockingham Church

4. **Culinary Strategy Development [Strategic Plan Goal No. 1]**

The OVTA has received additional funding support in the amount of \$58,000 from the Ontario's Highlands Tourism Organization for the development of the culinary tourism strategy. The total funding received now covers 100% of the project cost.

5. **Spring and Fall Intake Starter Company Plus [Strategic Plan Goal No. 1]**

Starter Company Plus spring session had 10 completed participants and 8 participants successfully earn \$4,000 grant awards. Successful grant recipients include:

Evernew Recovery and Rehabilitation Owner: Sarah Campanico	Athletic Therapy Location: Petawawa
Fire-Que Owner: Rob Campbell	BBQ/Smoker/Grill all-in-one Location: Renfrew
Canadian Baby Co. Owner: Carleen Clouthier	Baby Clothing Store Location: Pembroke
Small Town Co. Owner: Courtney Enright	Women's Clothing Store Location: Douglas
Valley Clean Co. Owner: Karen Kavanagh	Cleaning Company Location: Braeside
Redneck Recipes Owner: Jennifer McGuire	Preserves & Food Education Location: Arnprior
EWE Crafts Owner: Alexis Sapera	Handmade Artisanal Crafts Location: Beachburg
Kelly's Salon Services Unbound Inc. Owner: Kelly Sperry	Salons in Long-Term Care Location: Arnprior

6. **Outreach and Partnerships [Strategic Plan Goal No. 1]**

Enterprise Renfrew County is actively planning Small Business Week events during the week of October 16-20, 2022 in partnership with Renfrew County Community Futures Development Corporation, Upper Ottawa Valley Chamber of Commerce, Local Immigration Partnership and Renfrew and Area Chamber of Commerce, including three virtual sessions and one in-person workshop:

- Wellness for Entrepreneurs – October 17 (virtual)
- Purpose Driven Ventures – October 19 (virtual)
- Leadership for Entrepreneurs and Newcomers – October 20 (virtual)
- Product Photography Workshop – October 18 (in-person in Pembroke)

7. Natural Resources Canada (NRCan) launched the Flood Hazard Identification and Mapping Program [Strategic Plan Goal No. 4]

Natural Resources Canada (NRCan) launched the Flood Hazard Identification and Mapping Program to flow federal funding, up to 50% reimbursement for eligible activities, to provinces and territories for eligible flood mapping projects through March 2024. The Province of Ontario has existing light detection and ranging (LIDAR) data for a portion of Renfrew County that can be utilized to create flood hazard identification and mapping. County staff has organized multiple meetings with the local municipalities that are within the LIDAR data area and a number of these municipalities support the County submitting a group application. Our Committee directed staff to submit an application to the NRCan Flood Hazard Identification and Mapping Program and if successful, staff will bring back for approval.

8. Recap of Bill 109: More Homes for Everyone Act, 2022 Implications

On July 20, 2022, the County hosted its first workshop with interested volunteers from local municipalities to address the changes introduced by Bill 109 with the purpose of a working group 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 refunding of planning application fees. A summary of the meeting is as follows:

- Key goal of Bill 109 is to expedite approvals and incentivize timely decisions in an effort to increase housing supply.
- Includes a suite of legislative changes to Planning Act:
 - Ability to revive Plan of Subdivisions that have lapsed in last five years.
 - New rules for the Community Infrastructure and Housing Accelerator.
 - Site Plan approval delegated to staff.

- Application Fee Refunds for Site Plan and Zoning By-law amendment applications:

	No Refund	50% Refund	75% refund	100% Refund
ZBA	Decision made within 90 days	Decision made within 91 and 149 days	Decision made within 150 and 209 days	Decision made 210 days or later
OPA/ZBA	Decision made within 120 days	Decision made within 121 and 179 days	Decision made within 180 and 239 days	Decision made 240 days or later
SP	Decision made within 60 days	Decision made within 61 and 89 days	Decision made within 90 and 119 days	Decision made 120 days or later

Working Group Overview

a) 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 penalty of the fee refunds.

b) Key Objectives:

- Updated Official Plan Policies are put in place by January 1, 2023.
- Updated Application Review Processes are put in place by January 1, 2023.

What We Heard: Key Breakout Discussion and Brainstorm Takeaways

a) 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).
 - If application is complex, a formal pre-consultation will be required.

- Applicant will submit all required 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 the conditions for site plan approval.
 - Consider what can be incorporated into holding provisions (zoning).
 - Recommend refusal if timelines not about to be met and issues not yet addressed.

Other Enabling Processes/Policies to Put in Place

- Terms of references and/or minimum standards for relevant studies (i.e. Hydro-geo).
 - Site plan checklist/guidelines.
 - Checklist for staff review.
 - Site Plan Agreement templates.
 - Updated fee by-laws.
 - Fee Refund process.
- a) How the Official Plan Amendment (OPA) Implements Working Group Suggestions:
- Amended Section 17.5 to recognize delegation of site plan approval authority to staff.
 - Amended Section 17.16 to provide fee options when implementing a tariff of fee by-law.
 - Amended Section 17.17 to differentiate the general inquiry from a new, enhanced pre-consultation review process; recognize that site plans are now subject to complete application requirements; and enhance requirements for a complete application.

b) Moving Forward and Next Steps:

- County Council to direct staff to move forward with the Planning Act process for the consideration of OPA 35.
- County planning staff to circulate amendment to all local councils (even those that do not utilize the County Official Plan).
- County to hold statutory Public Meeting and present OPA to County Council (date to be determined either early December or January).
- County and Local Municipalities to consider/pass by-laws to update fees/require pre-consultation (January - April 2023).

RESOLUTIONS

9. **Official Plan Amendment (OPA) No. 35 [Strategic Plan Goal No. 1]**

RESOLUTION NO. DP-CC-22-09-84

Moved by Chair

Seconded by Committee

THAT County Council directs staff to initiate the application to consider the draft Official Plan Amendment (OPA) No. 35 in accordance with the requirements of the Planning Act.

Background

Attached as Appendix II is a draft of the proposed Official Plan Amendment No. 35 (OPA 35). Also attached as Appendix III is a bold and strikethrough version of the proposed changes that would be implemented by the draft OPA 35.

Most of the time delay in processing planning applications is the review time of studies and supporting information. Our current process involves review of the studies after the submission of a complete application. These reviews often trigger a back and forth resulting in the delays, which will result in municipalities refunding application fees. By implementing a policy that requires upfront review of the studies to ensure an acceptable quality as part of the complete application will eliminate the need for the back and forth and allow timely processes.

The Province has stated that the intention of Bill 109 is to improve the efficiencies of our planning approval processes. However, the changes to Bill 109, and the rest of the legislation affecting development review, have

not changed the scope or responsibilities of the approval authority in reviewing a development application. The proposed draft OPA 35 has not changed the scope of work involved in the review of a Planning Act application and is unlikely to improve the efficiencies of current processes. The proposal is maintaining the same review and work but re-arranging the process to put that review work up-front ahead of the formal notices. This change of process will speed up the formal review time of a complete application and limit a municipal exposure to refunding application fees.

The OPA is draft and is intended to be a starting point for the formal OPA process. There is still time to make changes to the OPA as we move through the legislated process, including discussion at the local level. At this point, we are looking for Council direction to move forward with initiating the OPA process. There is still an opportunity for discussion and ironing out how to revise our processes. County staff will continue our dialogue with the working group and our colleagues across the Province as we are all in the same situation of trying to get this right and may consult a legal opinion.

The draft amendment was circulated to the Province and provincial staff did not indicate and do not see any omissions or changes that are deemed necessary to make with the draft amendment. They did however provide comments for the County's consideration to include additional detail under Section 17.5 – Site Plan Control. The draft amendment includes the provincial comments related to the site plan control provisions under Section 17.5(6).

The Official Plan Amendment also includes enabling provisions to allow an approval authority to delegate the approval of zoning amendments that are considered minor in nature such as removal of holding symbols and temporary use provisions.

All of which is respectfully submitted.

Robert Sweet, Chair

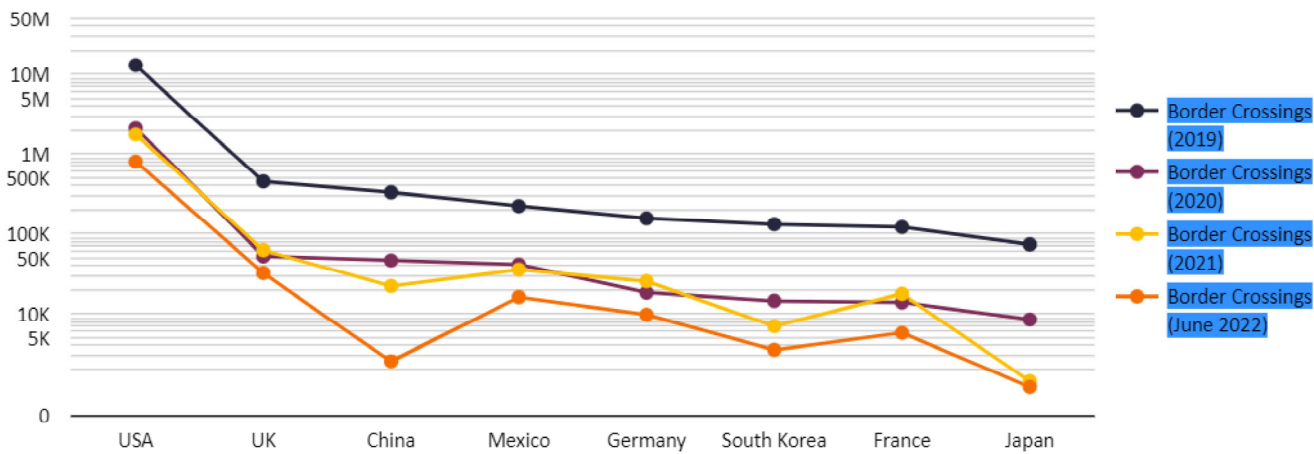
And Committee Members: P. Emon, S. Keller, D. Lynch, C. Regier, J. Reinwald, D. Robinson, J. Tiedje

Ontario Tourism

Industry Health Check

ONTARIO'S BORDER CROSSINGS FOR KEY MARKETS¹

Markets	Border Crossings (2019) ▾	Border Crossings (2020)	%Change (2019 vs 2020)	Border Crossings (2021)	%Change (2020 vs 2021)	Border Crossings (June 2022)	% Change (June 2021 vs June 2022)	% Change (June 2019 vs June 2022)
USA	13.2M	2.1M	-83.8%	1.8M	-16.9%	804.5K	1,044.2%	-47.9%
UK	453.2K	52.9K	-88.3%	63.1K	19.3%	32.7K	2,252.9%	-34.4%
China	331.7K	46.9K	-85.9%	22.4K	-52.1%	2.5K	166.0%	-92.5%
Mexico	223.2K	41.7K	-81.3%	36.1K	-13.5%	16.4K	1,178.7%	-31.3%
Germany	157K	18.6K	-88.2%	25.8K	38.4%	9.9K	1,871.3%	-44.0%
South Korea	132.4K	14.7K	-88.9%	7.1K	-51.8%	3.5K	1,424.1%	-76.5%
France	122.2K	14.1K	-88.5%	17.9K	27.5%	5.8K	1,663.2%	-41.4%
Japan	74.3K	8.6K	-88.4%	1.4K	-83.4%	1.2K	1,204.3%	-82.0%

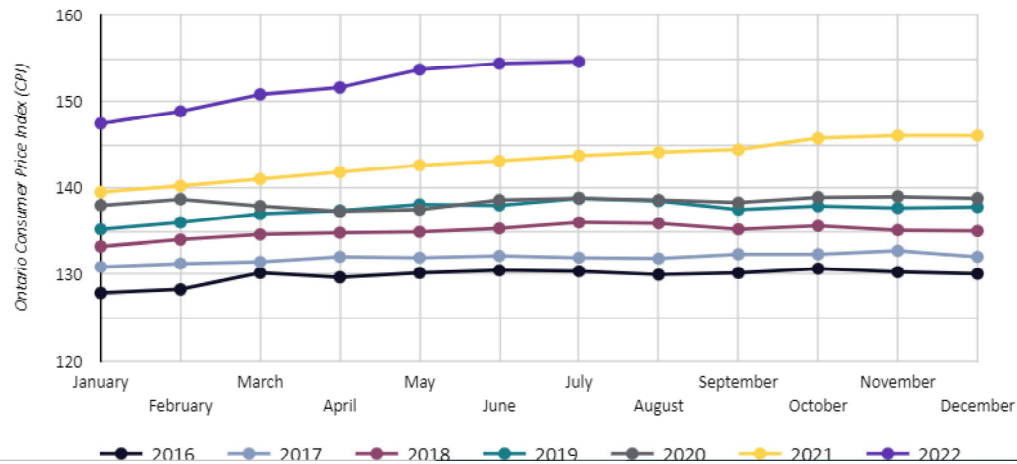


KEY TAKEAWAYS:

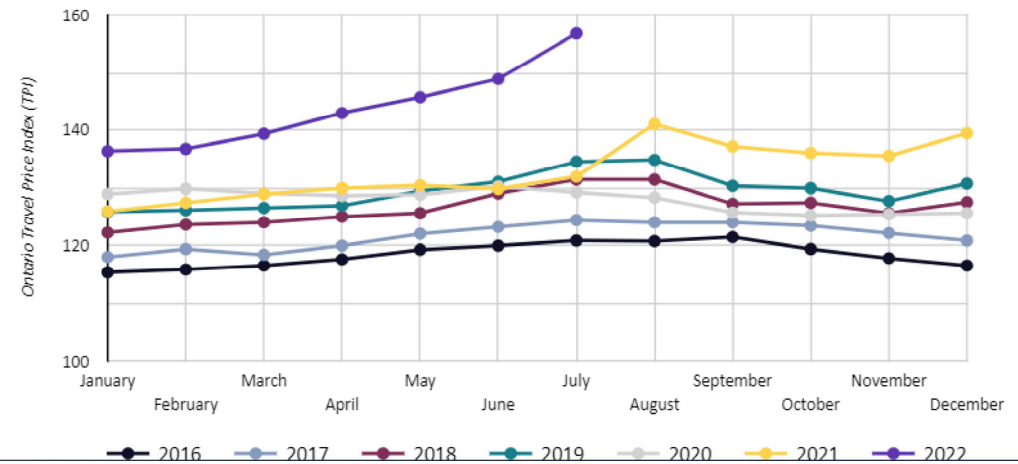
Border crossings for all key markets in June 2022 surpassed June 2021 levels, but would have to increase an average of 48% to reach June 2019 levels.

The key markets with the highest increase in May 2022 compared to May 2021 came from Europe and were UK (+2589.7%), Germany (+2419.4%) and France (+1753.7%).

ONTARIO CONSUMER PRICE INDEX ²



ONTARIO TRAVEL PRICE INDEX ²



KEY TAKEAWAYS:

Ontario's consumer price index (CPI) increased by 7.6% in June 2022 mainly due to gasoline prices increasing.³

Since January 2022, the CPI has been slowly increasing each month with rates above 5%. These increased rates have been the largest yearly changes since 1983.

This increase can be contributed to global supply chain disruptions and geopolitical tensions which has affected all sectors but has greatly impacted the food and energy sector.

The travel price index (TPI) grew 14.7% in June 2022 compared to June 2021.

This can be contributed to an easing of public health measures and increase in tourism, leading to higher demand for travel-related services.

An increase in the TPI results in higher prices for tourism-related goods and services such as food, transportation, recreation and travel accommodation.

This will impact middle income households and families looking to travel.

SHORT TERM OCCUPANCY AND RENTAL RATES⁵

Ontario Short Term Rental Rate 2021

Occupancy Rate:	57%	↑	16.3 point change
Avg. Daily Rate	\$149.72		18%

Short Term Rentals - accommodations that are rented out for a short period of time including those booked from AirBnB and other rental companies

	Occupancy Percentage								Average Daily Rate						
Region	2019	2020	2021	Point Change 2019 vs 2020	Point Change 2020 vs 2021	Point Change (2019 vs 2021)		May 2022	2019	2020	2021	% Change (2019 vs 2020)	% Change (2020 vs 2021)	% Change (2019 vs 2021)	May 2022
ONTARIO	53.9%	40.8%	57.0%	-13.2	16.3	3.1	↑	56.9%	\$108.63	\$122.75	\$149.72	11.5%	18.0%	27.4%	↑
Region 1 (Southwest Ontario)	53.7%	44.9%	57.8%	-8.8	12.9	4.1	↑	58.9%	\$89.41	\$105.45	\$128.36	15.2%	17.8%	30.3%	↑
Region 2 (Niagara Canada)	49.1%	37.5%	50.8%	-11.6	13.3	1.6	↑	50.2%	\$126.15	\$141.09	\$181.56	10.6%	22.3%	30.5%	↑
Region 3 (Hamilton, Halton and Brant)	56.4%	44.4%	56.9%	-12.0	12.6	0.6	↑	59.7%	\$80.47	\$91.95	\$117.06	12.5%	21.4%	31.3%	↑
Region 4 (Huron, Perth, Waterloo and Wellington)	52.9%	44.4%	58.9%	-8.5	14.4	6.0	↑	59.2%	\$93.46	\$105.36	\$124.07	11.3%	15.1%	24.7%	↑
Region 5 (Greater Toronto Area)	57.7%	36.8%	44.9%	-20.9	8.2	-12.7	↓	58.7%	\$94.31	\$93.19	\$102.6	-1.2%	9.2%	8.1%	↑
Region 6 (York, Durham and Headwaters)	45.4%	38.2%	51.1%	-7.3	12.9	5.6	↑	54.1%	\$110.96	\$136.58	\$169.66	18.8%	19.5%	34.6%	↑
Region 7 (Bruce Peninsula, Southern Georgian Bay and Lake Simcoe)	46.4%	43.4%	55.4%	-3.0	12.0	9.0	↑	50.5%	\$177.56	\$196.79	\$237.17	9.8%	17.0%	25.1%	↑
Region 8 (Kawarthas Northumberland)	47.8%	50.0%	59.9%	2.2	9.8	12.1	↑	54.5%	\$183.62	\$208.94	\$260.29	12.1%	19.7%	29.5%	↑

Region 9 (South Eastern Ontario)	51.7%	48.8%	61.0%	-2.9	12.2	9.3	↑	56.2%	\$146.69	\$165.19	\$207.42	11.2%	20.4%	29.3%	↑	\$217.24
Region 10 (Ottawa and Countryside)	56.1%	41.9%	53.6%	-14.2	11.7	-2.5	↓	61.6%	\$77.08	\$80.59	\$95.12	4.4%	15.3%	19.0%	↑	\$104.13
Region 11 (Haliburton Highlands to the Ottawa Valley)	48.7%	51.4%	61.4%	2.7	10.0	12.7	↑	55.4%	\$173.63	\$194.9	\$240.03	10.9%	18.8%	27.7%	↑	\$257.49
Region 12 (Algonquin Park, Almaguin Highlands, Muskoka and Parry Sound)	48.5%	50.5%	59.6%	2.0	9.0	11.0	↑	52.8%	\$206.23	\$238.23	\$289.65	13.4%	17.8%	28.8%	↑	\$308.66
Region 13 (Northern Ontario)	52.7%	49.1%	60.0%	-3.6	10.9	7.3	↑	59.0%	\$95.61	\$108.13	\$129.64	11.6%	16.6%	26.3%	↑	\$131.77

Note: Average daily rate for short term rental rates is \$USD

KEY TAKEAWAYS:

The 2022 occupancy rates to-date (May 2022) for short term rentals have surpassed pre-pandemic levels (2019) for all regions

The 2021 occupancy rates increased across all regions compared to 2020

The 2020 occupancy rates decreased across most regions compared to 2019


The 2022 average daily rate to-date (May 2022) for short term rentals have surpassed pre-pandemic levels (2019) for all regions

The 2021 average daily rate increased across all regions compared to 2020

The 2020 average daily rate increased across most regions compared to 2019

HOTEL OCCUPANCY REGIONAL AND SUB-REGIONAL BREAKDOWN⁶

Ontario Hotel Rate 2021

Occupancy Rate 44.1%  9.3 point change
Avg. Daily Rate \$128.8 2.1%

	Occupancy Percentage								Average Daily Rate							
Region	2019	2020	2021	Point Change (2019 vs 2020)	Point Change (2020 vs 2021)	Point Change (2019 vs 2021)		May 2022	2019	2020	2021	% Change (2019 vs 2020)	% Change (2020 vs 2021)	% Change (2019 vs 2021)	May 2022	
ONTARIO	68.7%	34.8%	44.1%	-33.9	9.3	-24.6	↓	66.1%	\$163.02	\$126.06	\$128.80	-29.3%	2.1%	-26.6%	↓	\$167.46
Region 1 (Southwest Ontario)	62.0%	37.4%	47.8%	-24.6	10.5	-14.1	↓	64.8%	\$118.75	\$102.01	\$101.37	-16.4%	-0.6%	-17.1%	↓	\$127.04
Region 2 (Niagara Canada)	64.7%	27.9%	33.9%	-36.8	6.0	-30.7	↓	56.2%	\$163.2	\$114.08	\$148.85	-43.1%	23.4%	-9.6%	↓	\$183.31
Region 3 (Hamilton, Halton and Brant)	66.4%	38.0%	48.8%	-28.5	10.9	-17.6	↓	70.3%	\$131.05	\$108.59	\$108.19	-20.7%	-0.4%	-21.1%	↓	\$137.71
Region 4 (Huron, Perth, Waterloo and Wellington)	63.9%	32.9%	42.6%	-31.0	9.7	-21.3	↓	63.0%	\$131.8	\$107.19	\$109.50	-23.0%	2.1%	-20.4%	↓	\$141.06
Region 5 (Greater Toronto Area)	75.7%	29.6%	40.9%	-46.1	11.3	-34.8	↓	69.7%	\$196.63	\$146.47	\$138.52	-34.2%	-5.7%	-42.0%	↓	\$198.11

Region 6 (York, Durham and Headwaters)	70.8%	39.2%	54.5%	-31.6	15.3	-16.4	↓	74.9%	\$140.64	\$115.97	\$116.33	-21.3%	0.3%	-20.9%	↓	\$148.41
Region 7 (Bruce Peninsula, Southern Georgian Bay and Lake Simcoe)	59.7%	42.7%	48.4%	-17.0	5.7	-11.3	↓	51.1%	\$134.93	\$126.41	\$133.72	-6.7%	5.5%	-0.9%	↓	\$136.70
Region 8 (Kawartha Northumberland)	62.1%	38.5%	46.5%	-23.6	8.0	-15.6	↓	61.5%	\$119.98	\$105.75	\$114.54	-13.5%	7.7%	-4.7%	↓	\$131.18
Region 9 (South Eastern Ontario)	61.4%	40.6%	47.4%	-20.8	6.8	-14.0	↓	59.8%	\$133.85	\$117.60	\$129.95	-13.8%	9.5%	-3.0%	↓	\$141.15
Region 10 (Ottawa and Countryside)	71.1%	35.8%	41.3%	-35.4	5.5	-29.8	↓	68.9%	\$166.34	\$134.52	\$131.11	-23.7%	-2.6%	-26.9%	↓	\$178.20
Region 11 (Haliburton Highlands to the Ottawa Valley)	57.8%	41.5%	45.9%	-16.3	4.4	-11.8	↓	55.8%	\$132.15	\$122.46	\$131.44	-7.9%	6.8%	-0.5%	↓	\$140.28
Region 12 (Algonquin Park, Almaguin Highlands, Muskoka and Parry Sound)	53.5%	40.5%	43.7%	-13.0	3.2	-9.8	↓	58.8%	\$179.68	\$182.30	\$210.94	1.4%	13.6%	14.8%	↑	\$164.07
							↓								↓	
Region 13 (Northern Ontario)	63.4%	45.0%	52.5%	-18.4	7.5	-10.9		68.6%	\$124.58	\$115.19	\$120.23	-8.2%	4.2%	-3.6%		\$132.87

KEY TAKEAWAYS:

The 2022 occupancy rates to-date (May 2022) for hotels have surpassed pre-pandemic levels (2019) for Regions 1 (+2.8%), 3 (+3.9%), 6 (+4.0%), 12 (+5.3%) and 13 (+5.2%)

The 2021 occupancy rates increased across all regions compared to 2020

The 2020 occupancy rates decreased across all regions compared to 2019

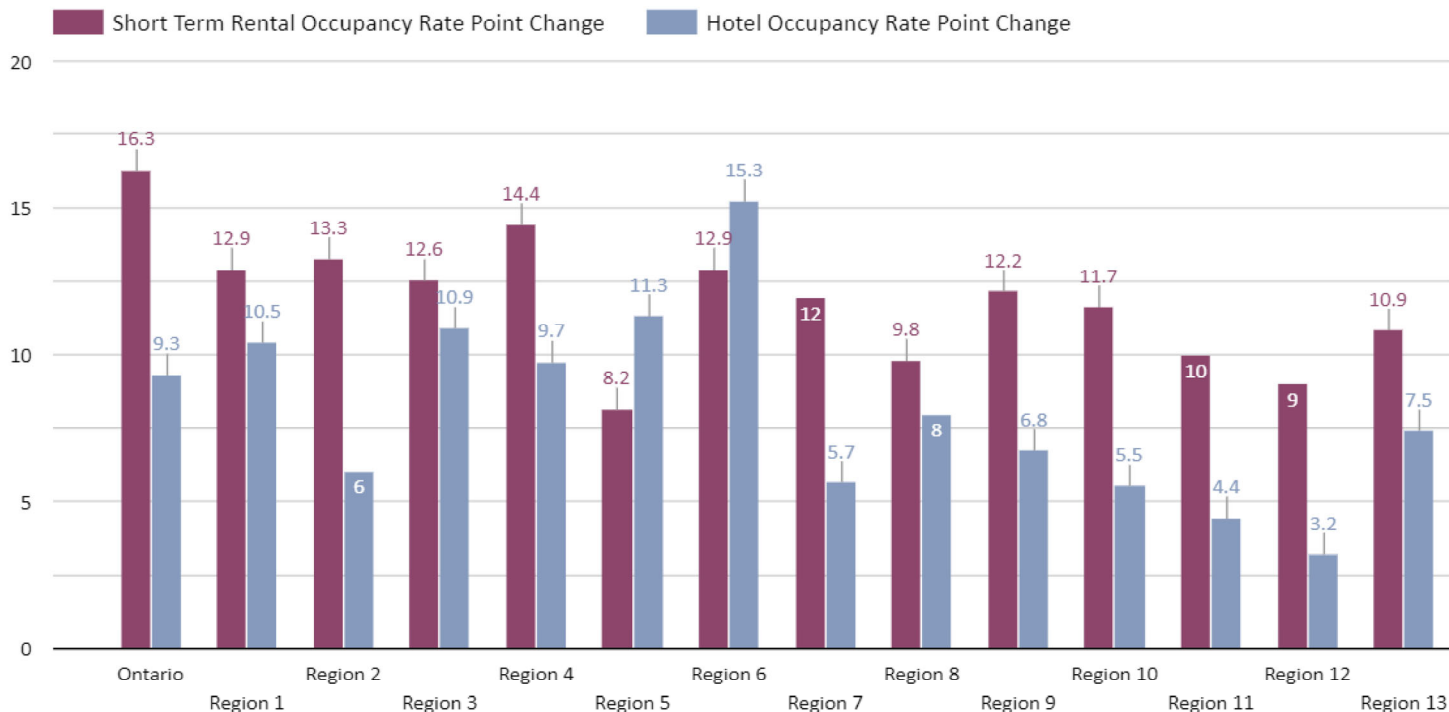
The 2022 average daily rate to-date (May 2022) for hotels have surpassed pre-pandemic levels (2019) for all regions except Region 12 (-\$15.61)

The 2021 average daily rate increased across most regions compared to 2020

The 2020 average daily rate decreased across all regions compared to 2019

SHORT TERM RENTAL AND HOTEL OCCUPANCY RATE COMPARISON (2020 to 2021)⁷

⌵ ⌶



KEY TAKEAWAYS:

The occupancy rates for short term rentals and hotels increased for all regions from 2020 to 2021.

Short term rental rates had a higher increase compared to hotel rates from 2020 to 2021.

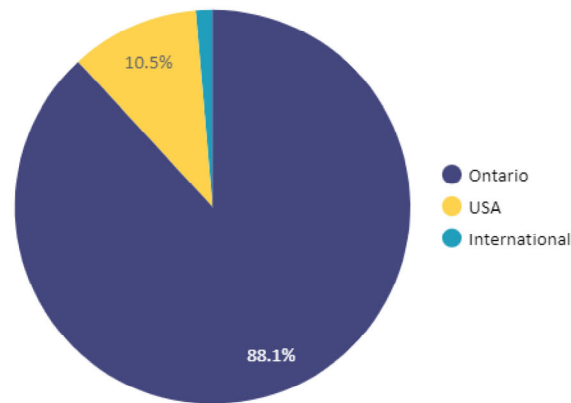
ECONOMIC IMPACT OF TOURISM IN ONTARIO (2019) ⁸

Economic Impact	Tourism Receipts ▾	Visitor Spending
Tourism Spending	\$37.96B	\$29.36B
Value Added by Tourism into GDP	\$36.8B	\$27.77B
Tax Revenue Attributed to Tourism	\$13.37B	\$10.56B
Employment through Tourism	395,546	307,277

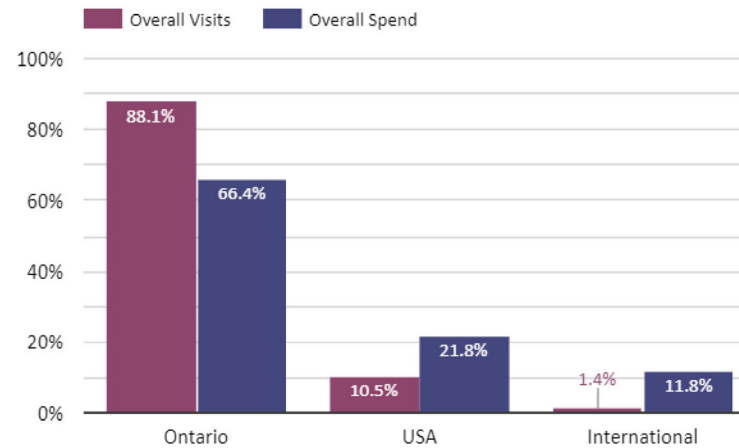
VISITS AND SPEND FROM KEY MARKETS (2019) ⁹

Markets	Person Visits ▾	Total Visitor Spending	Average Nights Stayed	Estimated Spend per Overnight Trip
Ontario	108.1M	\$15.35B	1	\$270
USA	12.9M	\$5.05B	3	\$643
UK	459.5K	\$744.66M	10	\$1.69K
China	330.9K	\$875.13M	35	\$2.72K
France	231.6K	\$203.72M	8	\$940
Mexico	230.6K	\$235.99M	16	\$1.05K
Germany	203.6K	\$294.53M	12	\$1.56K
Japan	102.5K	\$232.77M	15	\$2.5K
South Korea	102.3K	\$139.09M	18	\$1.38K

ONTARIO'S SHARE OF VISITS BY KEY MARKETS (2019)⁹



ONTARIO'S SHARE OF PERSON VISITS AND TOTAL VISITOR SPENDING BY KEY MARKETS (2019)⁹



Ontario has the largest market share for visits at **88.1%** and total visitor spending at **66.4%**

Opportunity for Ontario to extend their stay to increase **overall** spend where other market's increased visits to Ontario will increase spend

Note: Key international markets include the following: UK, China, France, Mexico, Germany, Japan and South Korea

Sources:

1. Statistics Canada, Table 24-10-0050-01 Non-resident visitors entering Canada, by country of residence 2019-2022 | 2. Statistics Canada, MHSTCIS Price Indices Statistics, 2016-2022 | 3. Statistics Canada, The Daily - Consumer Price Index, June 2022
4. Bank of Canada, Navigating high inflation, June 2022 | 5. Transparent Intelligence Inc - Ontario Dashboard, Rates and Demand 2019 - 2022 | 6. CBRE Hotels with reproduction and use of information subject to CBRE Disclaimer / Terms of Use as detailed at <https://www.cbre.ca/en/real-estate-services/business-lines/valuation-and-advisory-services/hotels-valuation-and-advisory-services/disclaimer> | 7. Transparent Intelligence Inc- Ontario Dashboard, Rates and Demand 2021: CBRE Hotels with reproduction and use of information subject to CBRE Disclaimer / Terms of Use as detailed at <https://www.cbre.ca/en/real-estate-services/business-lines/valuation-and-advisory-services/hotels-valuation-and-advisory-services/disclaimer> |
8. Statistics Canada, MHSTCIS Tourism Regional Economic Impact Model, 2019 | 9. Statistics Canada, National Travel Survey, 2019; Statistics Canada, Visitor Travel Survey, 2019

COUNTY OF RENFREW**BY-LAW NUMBER****A BY-LAW TO ADOPT AMENDMENT NO. 35 TO THE OFFICIAL PLAN
OF THE COUNTY OF RENFREW**

WHEREAS the Council of the Corporation of the County of Renfrew, in accordance with the provisions of Sections 17 and 21 of the *Planning Act*, as amended hereby enacts as follows:

1. THAT Amendment No. 35 to the Official Plan of the County of Renfrew, consisting of the attached text and Schedule “A” is hereby adopted.
2. THAT the Clerk is hereby authorized and directed to make application to the Minister of Municipal Affairs and Housing for approval of Amendment No. 35 to the Official Plan of the County of Renfrew.
3. THAT this By-law shall come into force and take effect on the day of final passing thereof.

READ a first time this XX th day of January 2023.

READ a second time this XXth day of January 2023.

READ a third time this XXth day of January 2023.

, WARDEN

CRAIG KELLEY, CLERK

AMENDMENT NO. 35
TO THE
OFFICIAL PLAN
OF THE
COUNTY OF RENFREW

Prepared For: The Corporation of
the County of Renfrew

Prepared By: Development & Property
Department
(Planning Division)
County of Renfrew
9 International Drive
Pembroke, Ont.
K8A 6W5

August XX, 2022

AMENDMENT NO. 35 TO THE OFFICIAL PLAN FOR
THE COUNTY OF RENFREW

<u>INDEX</u>	<u>PAGE</u>
The Constitutional Statement	1
<u>Part A - The Preamble</u>	2
<u>Part B - The Amendment</u>	3

DRAFT

THE CONSTITUTIONAL STATEMENT

PART A - THE PREAMBLE does not constitute part of this amendment.

PART B - THE AMENDMENT consisting of the following text and Schedule “A” constitutes Amendment No. 35 to the Official Plan for the County of Renfrew.

DRAFT

PART A - THE PREAMBLE

Purpose

The purpose and effect of the proposed amendments to the County of Renfrew Official Plan is to update some of the Implementation and Interpretation policies set out in Section 17. These updates are in accordance with provincial planning direction and changes to the Planning Act, put forth through Bill 109, the More Homes For Everyone Act, 2022.

Location

The Official Plan amendment affects lands throughout the entire County, therefore a key map or description of the affected lands is not provided.

Basis

The Official Plan for the County of Renfrew was adopted by the Council of the County of Renfrew on March 27, 2002, and approved by the Minister of Municipal Affairs and Housing on June 16, 2003. The Official Plan was recently updated by Official Plan No. 31, under Section 26 of the Planning Act, and approved by the Minister of Municipal Affairs and Housing on August 19, 2021. This amendment represents the thirty-fifth amendment to the Official Plan.

In addition the Official Plan Amendment includes enabling policies to allow municipalities to delegate the approval of zoning amendments which are minor in nature which include the removal of holding zones and temporary use by-laws.

Summary of Key Changes to the Official Plan

The proposed changes will help differentiate between the general inquiry process and a new, pre-application review process, enhance the requirements for a complete application, adds complete application requirements for site plan applications, and provides fee options for municipalities to consider when implementing a tariff of fee by-law. New policies were added to enable municipalities to delegate the approval of minor zoning amendments.

PART B - THE AMENDMENT

All of this part of the document entitled Part B - The amendment, consisting of the following text constitutes Amendment No. 35 to the Official Plan.

Details of the Amendment

The Official Plan is amended as follows:

- a) In the first sentence of Sub-Section 17.5(4), the words “the Council of” are deleted.
- b) Section 17.5(6) is deleted and replaced with the following:

“Proposals subject to the provisions of this section may require the approval of plans and drawings (including elevations and cross-section views) which illustrate the location of all buildings and structures to be erected and showing the location of all facilities and works to be provided. In accordance with the provisions of the Planning Act, as amended from time to time, the owner of land may be required to enter into a Site Plan Control Agreement and provide to the satisfaction of the approval authority such matters as:

- (a) road widenings of highways that abut the land, to provide the minimum road right-of-way widths that would conform to the Ministry of Transportation Permit Requirement Area requirements;
- (b) access to and from the land;
- (c) on-site vehicular loading and parking facilities;
- (d) lighting facilities of the land or any buildings or structures thereon;
- (e) all means of pedestrian access;
- (f) landscaping of the land;
- (g) Matters relating to exterior design, including without limitation the character, scale, appearance and design features of buildings, and their sustainable design, but only to the extent that it is a matter of exterior design;

- (h) matters relating to exterior access to each building that will contain affordable housing units or to any part of such building, but only to the extent that it is a matter of exterior design;
 - (i) the sustainable design elements on any adjoining highway under a municipality's jurisdiction, including without limitation trees, shrubs, hedges, plantings or other ground cover, permeable paving materials, street furniture, curb ramps, waste and recycling containers and bicycle parking facilities;
 - (j) facilities for the storage of garbage and other waste material;
 - (k) required Municipal easements; and
 - (l) grading or alteration in elevation or contour of the land and disposal of storm, surface and waste water from the land."
- c) In the first sentence of Sub-Section 17.5(8), the words "The Council of the local municipality and/or County Council" are deleted and replaced with "The approval authority".
- d) By adding the following new subsection (6) to "Section 17.6 – Holding Provisions" immediately following Subsection 17.6(5):
- “(6) An approval authority may by by-law delegate the authority to pass a by-law to remove a holding zone to a committee of council or an individual who is an officer, employee or agent of the municipality.”
- e) By adding the following new subsection (2) to "Section 17.8 – Temporary Uses" immediately following Subsection 17.8(1):
- “(2) An approval authority may by by-law delegate the authority to pass a by-law to authorize the temporary use of land buildings or structures in accordance with subsection 39(1) of the Planning Act to a committee of council or an individual who is an officer, employee or agent of the municipality.”
- f) By adding the following text to the end of Section "17.14 – Zoning By-laws" immediately following the last sentence:

“An approval authority may by by-law delegate the authority to pass a by-law which is minor in nature to a committee of council, or an individual who is an officer, employee or agent of the municipality.”

- g) The text in Section 17.16 is deleted and replaced with the following:

Municipalities may, by by-law, establish a tariff of fees for the processing of applications made in respect of planning matters, which tariff shall be designed to meet only the anticipated cost to the Municipality or to the Committee of Adjustment in respect of the processing of each type of application provided for in the tariff. Fees for applications may vary based on complexity of the application processing and review requirements. In addition to application fees, municipalities may implement fees for other matters such as general inquiries, pre-consultations, incomplete applications, and peer review.

- h) Section 17.17 is deleted and replaced with the following:

17.17 General Inquiry, Pre-consultation Review, and Complete Application

The specific submission requirement for any given application will be based on the scale of the proposal, its location, and its location in relation to other land uses and where described by the policies of the plan as determined by the approval authority. The County and/or Local municipalities may develop guidelines, Terms of References (TOR) and/or general descriptions of the studies, reports and information that may be required as part of a complete application. These guidelines/TOR may be included as an appendix to this plan, and may be revised, in both instances without the need for an Official Plan Amendment. Applicants are encouraged to submit a general inquiry ahead of submitting any applications for development. Where required by by-law, applicants are required to undertake a pre-consultation review with the approval authority before submitting an application.

(1) General Inquiry

Prior to the submission of an application under the Planning Act an applicant is encouraged to submit a general inquiry with the approval authority. The purpose of the general inquiry is to determine the scale and scope of any required information or material required at the time of application submission or for the pre-consultation review.

(2) Pre-consultation Review

- a) Prior to the submission of an application for an official plan amendment, zoning by-law amendment, consent, plan of subdivision or condominium, and/or site plan, municipalities may, by by-law, require a mandatory pre-consultation review. This may include a meeting held with the Municipality and any other external agency as deemed appropriate by the Municipality. The purpose of this pre-consultation is to review the proposed application and the relevant studies and/or information outlined in Section 17.3, prior to the submission of an application.
- b) The pre-consultation review may require peer review, technical sign-off or acceptance, and/or external agency sign-off of technical studies as part of the review process. The pre-consultation review may also incorporate public engagement as part of the review process (See Section 17.18). This engagement may include the hosting of public information sessions, open houses, public meetings, or other strategies.
- c) The approval authority undertaking the pre-consultation review process will provide a letter to an applicant confirming the completion of the pre-consultation review process.

(3) Complete Application

Applications for official plan amendment, zoning by-law amendment, plan of subdivision, plan of condominium, site plan, and consent shall be supported by a complete application. The purpose of requiring a complete application is to ensure that the approval authority has the necessary information to make informed decisions and/or comments on the aforementioned applications and to initiate the time frames for processing applications under the Planning Act.

The applications noted above must be accompanied by the information prescribed under the Planning Act (including the fee) and any or all information outlined below:

- (a) Confirmation of completion of pre-consultation review
- (b) Air Emissions Study
- (c) Aggregate Impact Study
- (d) Archaeological/Heritage Assessment
- (e) Blasting Impact Study

- (f) Environmental/Biological Survey
- (g) Environmental Impact Study (EIS)
- (h) Environmental Site Assessment (Phase I and II)
- (i) Geological/Geotechnical Study
- (j) Housing Study
- (k) Hydrogeological Study
- (l) Landscaping Plan
- (m) Land Use Compatibility Assessment
- (n) Lot grading and drainage
- (o) Market Impact Study
- (p) Noise Impact Study
- (q) Planning Rationale Report
- (r) Public Consultation Strategy
- (s) Servicing Study
- (t) Stormwater Management Plan
- (u) Survey
- (v) Traffic Impact Study
- (w) Tree Preservation Plan/Study
- (x) Urban Design Study
- (y) Vibration Study
- (z) Financial life cycle or asset management analysis
- (aa) Visual Impact Assessment
- (bb) Karst analysis as per Section 2.2.9(c)
- (cc) Elevation survey
- (dd) Minimum Distance Separation Forms
- (ee) Septic Report
- (ff) Architectural Drawings (Elevations/Design Details)
- (gg) Photometric/lighting plan
- (hh) Sun/shade analysis
- (ii) Ministerial approval where applicable (i.e., MTO permits, ECA's, archeological submissions, record of site condition)
- (jj) Outside agency approval where applicable (i.e., Hydro One, Enbridge, TSSA, Bell, Rogers, School Boards)

This list of information is not intended to be exhaustive. Other information may be required by the approval authority in consultation with other agencies in response to a particular development proposal to deem an application complete. In addition, other studies may be required to address issues that arise during the processing of applications. Qualified professional consultants

retained by and at the expense of the proponent shall carry out the studies. The approval authority may require peer review of the studies at the proponent's expense

- i) In the first sentence of the second paragraph of Section 17.18, the words "by Council" are deleted. In the second sentence of the second paragraph of Section 17.18, immediately following the words "requested to", the words "conduct public engagement pre-application and/or" are added.

Implementation and Interpretation

The implementation and interpretation of this Amendment shall be in accordance with the respective policies of the Official Plan for the County of Renfrew.

17.5 Site Plan Control

Site plan control is a mechanism used to control design features of residential, commercial, industrial and institutional developments. Provisions for such features as off-street parking and loading, walkways, lighting, buffering, garbage storage, grading, stormwater facilities, outdoor storage, landscaping, exterior façade, and other features can be addressed.

- (1) County Council shall encourage the use of the site plan control provisions of the Planning Act to implement the policies and provisions of this Plan and the local Official Plans, and to coordinate and enhance the built environment of the local community.
- (2) Pursuant to the Site Plan Control provisions of the Planning Act, the whole of the County is designated as a proposed Site Plan Control Area.
- (3) A local Council may, by by-law, designate the whole or any part of its municipality as a Site Plan Control Area. The following uses, however, will be excluded from site plan control unless otherwise indicated in the local Official Plan:
 - (a) residential development of one or two dwelling units per lot, unless the associated lands exhibit physical constraints to development, or are considered environmentally sensitive, or have water frontage;
 - (b) agricultural buildings and structures associated with farming operations typical to the area; and
 - (c) buildings and structures for flood control or conservation purposes.
- (4) Within a Site Plan Control Area ~~the Council of~~ a municipality may require site plans, drawings and/or agreements to ensure the provisions of all or any of the matters described in Section 41 of the Planning Act, including matters relating to exterior design, and facilities for accessibility for people with disabilities. With respect to exterior design, site plan control may address the character, scale, appearance and design features of buildings and their sustainable designs as well as sustainable design elements on the adjoining street (landscaping, permeable pavement materials, street furniture, curb ramp, waste and recycling containers and bicycle parking facilities.)
- (5) The basic criteria to be used for reviewing development proposals are contained in the relevant policies of this Plan or local Official Plan. Through the application of these policies, the municipalities will seek to provide for development which, among other things will:
 - (a) be functional for the intended use;
 - (b) be properly designed for on-site services and facilities;

- (c) be safe for vehicular and pedestrian movements;
 - (d) provide compatibility of conceptual design amongst uses;
 - (e) minimize adverse effects on adjacent properties; and
 - (f) be designed to encourage active transportation strategies.
- (6) Proposals subject to the provisions of this section may require the approval of plans and drawings **(including elevations and cross-section views)** which illustrate the location of all buildings and structures to be erected and showing the location of all facilities and works to be provided. In accordance with the provisions of the Planning Act, as amended from time to time, the owner of land may be required to enter into a Site Plan Control Agreement and provide to the satisfaction of the **Municipality approval authority** such matters as:
- (a) road widenings of highways that abut the land, to provide the minimum road right-of-way widths that would conform to the Ministry of Transportation Permit Requirement Area requirements;
 - (b) access to and from the land;
 - (c) on-site vehicular loading and parking facilities;
 - (d) lighting facilities of the land or any buildings or structures thereon;
 - (e) all means of pedestrian access;
 - (f) landscaping of the land;
 - (g) Matters relating to exterior design, including without limitation the character, scale, appearance and design features of buildings, and their sustainable design, but only to the extent that it is a matter of exterior design;**
 - (h) matters relating to exterior access to each building that will contain affordable housing units or to any part of such building, but only to the extent that it is a matter of exterior design;**
 - (i) the sustainable design elements on any adjoining highway under a municipality's jurisdiction, including without limitation trees, shrubs, hedges, plantings or other ground cover, permeable paving materials, street furniture, curb ramps, waste and recycling containers and bicycle parking facilities;**
 - (j) facilities for the storage of garbage and other waste material;
 - (k) required Municipal easements; and

- (l) grading or alteration in elevation or contour of the land and disposal of storm, surface and waste water from the land.
- (7) It is intended that the Site Plan Control Policies established in this Plan may serve as the policies for all local municipalities covered by this Plan and that it will not be necessary to include specific Site Plan Policies in local Official Plans. Nothing in this Plan, however, shall prevent a local Official Plan from refining or elaborating upon the Site Plan Control Policies of this Plan or, broadening the range of application provided that there is no conflict with this Plan.
- (8) ~~The Council of the local municipality and/or County Council~~ **The approval authority** may require the owners of lands, proposed for development under site plan control, to enter into one or more agreements under the Planning Act, to address all the matters contained therein.
- (9) In addition to consideration being given to the need for the enlargement or improvement of local road allowances, in any site plan review which abuts a County Road, it is the intent of the County of Renfrew to acquire suitable road widenings where necessary to ensure safe traffic flows on County Roads. Therefore, it is the policy of County Council that all site plan approvals adjacent to County Roads are circulated to the County for review prior to their approval.
- (10) Outdoor storage areas should be adequately screened and not be visible from the road to ensure these uses are not a distraction to the travelling public and to maintain the aesthetic character of the area.

17.6 Holding Provisions

- (1) Where the use of land for a particular purpose has been established but details related to design, servicing, phasing, environmental considerations and other matters have not been completely resolved, a Local Council may apply holding provisions within the zoning by-law as provided under Section 36 of the *Planning Act, 1990*. At the time of rezoning to the holding category, Local Council shall identify the criteria for development that are to be met at a later date. The criteria may include the phasing of development or the completion of any necessary agreements. Local Council may consider additional criteria beyond those specified in this Plan as deemed necessary for a particular development, provided they are specified at the time of rezoning by way of a Council Resolution, an explanatory note to the by-law amendment or other appropriate means.
- (2) The holding provision shall be applied by the use of a holding symbol “h” in conjunction with the appropriate zone symbol denoting the eventual use of the lands.
- (3) Prior to removing a holding symbol, Local Council shall be satisfied that all the necessary criteria have been met. Subdivision and development agreements

may be used as a means of satisfying a Local Council that removal of the holding provisions is appropriate.

- (4) Under the holding provisions, interim or passive uses such as open space, conservation and existing uses will be permitted.
- (5) An amending By-law removing the holding symbol shall not require the full public participation process with mechanism for appeal as outlined in Sections 34(11) and 34(25.1) of the *Planning Act, 1990*. Local Council shall give notice of its intention to pass an amending By-law to persons and agencies prescribed by regulation made under the *Planning Act*. When the holding symbol “h” has been removed, the land use provisions of the appropriate zone shall apply.
- (6) **An approval authority may by by-law delegate the authority to pass a by-law to remove a holding zone to a committee of council or an individual who is an officer, employee or agent of the municipality.**

17.8 Temporary Uses

- (1) A Temporary Use By-law is a by-law passed by a local Council for the purpose of allowing a use that is otherwise prohibited by that municipality’s zoning by-law. The by-law must define the land or lands to which it applies and it shall prescribe the period of time during which it is in effect, in accordance with the *Planning Act*.

The following criteria shall apply where a Temporary Use By-law, pursuant to the authority of Section 39 of the *Planning Act*, is used by local municipalities in the implementation of the Official Plan.

- (a) Temporary Use By-laws shall not be passed for the purpose of permitting uses that are not in conformity with this Plan.
 - (b) The proposed use shall be compatible with the surrounding land uses.
 - (c) Required services shall be adequate for the proposed use.
 - (d) Access and parking shall be appropriate for the proposed use.
- (2) **An approval authority may by by-law delegate the authority to pass a by-law to authorize the temporary use of land buildings or structures in accordance with subsection 39(1) of the Planning Act to a committee of council or an individual who is an officer, employee or agent of the municipality.**

17.14 Zoning By-laws

The local Zoning By-law will be the primary means of implementing the policies of this Plan. **An approval authority may by by-law delegate the authority to pass a by-law which is minor in nature to a committee of council, or an individual who is an officer, employee or agent of the municipality.**

17.16 Tariff of Fees

~~Local municipalities~~ **Municipalities may**, by by-law, may establish a tariff of fees for the processing of applications made in respect of planning matters, which tariff shall be designed to meet only the anticipated cost to the Municipality or to the Committee of Adjustment in respect of the processing of each type of application provided for in the tariff. **Fees for applications may vary based on complexity of the application processing and review requirements. In addition to application fees, municipalities may implement fees for other matters such as general inquiries, pre-consultations, incomplete applications, and peer review of studies.**

17.17 General Inquiry, Pre-consultation Review, and Complete Application

The specific submission requirement for any given application will be based on the scale of the proposal, its location, and its location in relation to other land uses and where described by the policies of the plan as determined by the approval authority. The County and/or Local municipalities may develop guidelines, Terms of References (TOR) and/or general descriptions of the studies, reports and information that may be required as part of a complete application. These guidelines/TOR may be included as an appendix to this plan, and may be revised, in both instances without the need for an Official Plan Amendment. Applicants are encouraged to submit a general inquiry ahead of submitting any applications for development. Where required by by-law, applicants are required to undertake a pre-consultation review with the approval authority before submitting an application.

(1) General Inquiry

Prior to the submission of an application under the Planning Act an applicant is encouraged to ~~pre-consult~~ **submit a general inquiry** with the approval authority. The purpose of the ~~pre-consultation~~ **general inquiry** is to determine the scale and scope of any ~~required~~ information or material **required at the time of application submission**

or for the pre-consultation review. ~~necessary to ensure the submission of a complete application.~~

(2) Pre-consultation Review

- a) Prior to the submission of an application for an official plan amendment, zoning by-law amendment, consent, plan of subdivision or condominium, and/or site plan, municipalities may, by by-law, require a mandatory pre-consultation review. This may include a meeting held with the Municipality and any other external agency as deemed appropriate by the Municipality. The purpose of this pre-consultation is to review the proposed application and the relevant studies and/or information outlined in Section 17.3, prior to the submission of an application.
- b) The pre-consultation review may require peer review, technical sign-off or acceptance, and/or external agency sign-off of technical studies as part of the review process. The pre-consultation review may also incorporate public engagement as part of the review process (See Section 17.18). This engagement may include the hosting of public information sessions, open houses, public meetings, or other strategies.
- c) The approval authority undertaking the pre-consultation review process will provide a letter to an applicant confirming the completion of the pre-consultation review process.

(3) Complete Application

Applications for official plan amendment, zoning by-law amendment, plan of subdivision, **plan of condominium, site plan**, and consent shall be supported by a complete application. The purpose of requiring a complete application is to ensure that ~~Council~~ **the approval authority** has the necessary information to make informed decisions and/or comments on the aforementioned applications and to initiate the time frames for processing applications under the Planning Act.

The applications noted above must be accompanied by the information prescribed under the Planning Act (including the fee) and any or all information outlined below:

- (a) Confirmation of completion of pre-consultation review**
- (b) Air Emissions Study
- (c) Aggregate Impact Study
- (d) Archaeological/Heritage Assessment
- (e) Blasting Impact Study
- (f) Environmental/Biological Survey
- (g) Environmental Impact Study (EIS)

- (h) Environmental Site Assessment (Phase I and II)
- (i) Geological/Geotechnical Study
- (j) Housing Study
- (k) Hydrogeological Study
- (l) Landscaping Plan
- (m) Land Use Compatibility Assessment
- (n) Lot grading and drainage
- (o) Market Impact Study
- (p) Noise Impact Study
- (q) Planning Rationale Report
- (r) Public Consultation Strategy
- (s) Servicing Study
- (t) Stormwater Management Plan
- (u) Survey
- (v) Traffic Impact Study
- (w) Tree Preservation Plan/Study
- (x) Urban Design Study
- (y) Vibration Study
- (z) Financial life cycle **or asset management** analysis
- (aa) Visual Impact Assessment
- (bb) Karst analysis as per Section 2.2.9(c)
- (cc) Elevation survey**
- (dd) Minimum Distance Separation Forms**
- (ee) Septic Report**
- (ff) Architectural Drawings (Elevations/Design Details)**
- (gg) Photometric/lighting plan**
- (hh) Sun/shade analysis**
- (ii) Ministerial approval where applicable (i.e., MTO permits, ECA's, archeological submissions, record of site condition)**
- (jj) Outside agency approval where applicable (i.e., Hydro One, Enbridge, TSSA, Bell, Rogers, School Boards)**

~~(3)~~—This list of information is not intended to be exhaustive. Other information may be required by the approval authority in consultation with other agencies in response to a particular development proposal to deem an application complete. In addition, other studies may be required to address issues that arise during the processing of applications. Qualified professional consultants retained by and at the expense of the proponent shall carry out the studies. The approval authority may require peer review of the studies at the proponent's expense.

~~(4)~~—~~The specific submission requirement for any given application will be based on the scale of the proposal, its location, and its location in relation to other land uses and where described by the policies of the plan.~~

17.18 Public Consultation

Applications for Plans of Subdivision, Consents, Minor Variances, Zoning By-law Amendments, and Official Plan Amendments will follow the public consultation processes for giving notice and holding meetings in accordance with the requirements of the Planning Act and associated regulations.

Alternatives to public consultation, beyond the minimum requirements of the Planning Act, may be considered for major and/or controversial planning applications where deemed appropriate ~~by Council~~. A developer may be requested to **conduct public engagement pre-application, and/or** prepare a “Public Consultation Strategy” as part of a complete application. The strategy should outline a specific process for notifying and engaging the public regarding the specific application.

Public notice and a public meeting shall not be required for technical Official Plan and Zoning By-law changes which, in the opinion of Council, do not affect the policies and intent of the document they are amending.

September 28, 2022

To the Council of the Corporation
of the County of Renfrew

Members of County Council:

We, your **Operations Committee**, wish to report and recommend as follows:

INFORMATION

1. **Monthly Project Status Report [Strategic Plan Goal No. 3]**

Attached as Appendix I is the Monthly Project Status Report for the information of Council.

2. **Capital Program Variance Report [Strategic Plan Goal No. 3]**

Attached as Appendix II is the Capital Program Variance Report for the information of Council.

3. **County Road 512 (Foymount Road) Reconstruction Update [Strategic Plan Goal No. 2]**

Close Cut Clearing has been completed along County Road 512 (Foymount Road), from Miller Road to County Structure B257 (Harrington Creek Bridge).

Unfortunately, despite best efforts, the project has had several schedule setbacks. Due to additional clearing being required, Hydro One and Bell were delayed in commencing layout and design for the utility relocations. County staff continue to work diligently with both utilities to assist in having all poles and lines moved in a timely fashion. County staff had notified the Design Consultant last year that, in order to potentially move forward with a section of road reconstruction in 2022, the project would be at the western most section of road and include the replacement of B257 (Harrington Creek Bridge). Due to staff turnover within the firm, the necessary approvals were not attained for the bridge replacement project but have now been requested so that works may proceed.

Staff will continue to endeavour to move the project forward as efficiently as possible. However, due to the delays already incurred, it is not anticipated that road reconstruction will proceed in 2022.

4. **PWC-2022-47 – Engineering Services for Reconstruction of County Structure C201 (Broomes Creek Culvert) and Dam [Strategic Plan Goal No. 2]**

A Request for Proposals (RFP), including terms of reference, was issued to solicit the services of an Engineering Consultant to complete the design for the reconstruction of County Structure C201 (Broomes Creek Culvert) on County Road 7 (Foresters Falls Road) in the Municipal Township of Whitewater Region.

The RFP for this assignment was issued to 10 prequalified Engineering Consultant firms. Proposals were accepted until 2:00 p.m., June 16, 2022 and were received as follows:

1. J.L. Richards & Associates Ltd., Ottawa, ON	\$224,784.00
2. HP Engineering Inc., Ottawa, ON	\$80,953.80
3. WSP Canada, Peterborough, Ottawa, ON	\$248,851.38
All amounts exclude applicable taxes	

The proposals were evaluated on a range of criteria including understanding of the assignment, capabilities of the project team, previous experience on similar assignments, strategy, methodology, and innovativeness of design approach, schedule, and cost. The proposal submitted by J.L. Richards & Associates, Ottawa, Ontario was evaluated as the best combination of all factors considered. Though not the lowest cost proposed, J.L. Richards & Associates' proposal included much greater detail on the needs of the structure and the dam, as well as the timelines required for the studies prior to replacement of the dam.

The 2022 Capital Budget included funds in the amount of \$100,000 to complete the design for this structure and the dam. Staff have reviewed the cost submitted in the proposal and confirm that there are sufficient funds in the Capital Budget to complete this assignment as proposed in 2022. However, additional funds shall be required to be allocated in 2023 to complete the design assignment.

The RFP was awarded under the delegated authority to the Chief Administrative Officer/Clerk under By-law 74-22 being a By-Law to Delegate Authority for Decisions to the Chief Administrative Officer in the Event that Council finds itself, subject to Section 275 of the Municipal Act, 2001, as amended, regarding "restricted acts after nomination day".

5. County Structures Not Meeting Policy PW-02 Criteria [Strategic Plan Goal No. 2]

At the June meeting of Operations Committee, two County Structures, B232 (Cochrane Creek Bridge) and C051 (Harris Creek Bridge) were presented which are scheduled for works in 2023 and do not meet criteria of the County's Policy PW-02 - Bridge Design and Construction. As per Policy PW-02 (attached as Appendix III) "All bridges under the jurisdiction and control of the County, which cease to meet the definition of a bridge after reconstruction, shall return to the jurisdiction of the roadway authority upon completion of the construction and acceptance of the finished works by the County Engineer" and furthermore "all bridge structures under the jurisdiction of the County must be situated on a public right of way, which is maintained year round and has a minimum Average Annual Daily Traffic (AADT) volume of 100 vehicles." Both of these structures are located on seasonally maintained roads with AADT far below 100. Staff provided the following options for consideration:

- Undertake removal of the structure and dead-end roads.
- Undertake design and construction, download structure to local municipality.
- Undertake design and construction, keep as County Structures, and update Bridge Policy.

At that time our Committee requested staff to provide a list of structures not meeting the criteria of Policy PW-02. This list is attached as Appendix IV. There are 17 bridges located on local roads with an AADT less than 100, and 5 of these bridges are located on or at the transition to a seasonally maintained road. There are 38 structure culverts located on local roads with an AADT less than 100, and 4 of these structures are located on or at the transition to a seasonally maintained road.

Our Committee directed staff to continue with design of County Structures B232 (Cochrane Creek Bridge) and C051 (Harris Creek Bridge), and to review and revise the Bridge Policy to better reflect current practice.

All of which is respectfully submitted.

T. Peckett, Chair

And Committee Members: D. Bennett, B. Hunt, S. Keller, D. Lynch, D. Robinson,
J. Tiedje

Project Name/Municipality		Location		Lengths	Description	Status/Schedule							Comments	
		From	To			Env. Assess	Survey	Design	Tender/RFP	Award	Const. Start	Const. End		
ROAD RECONSTRUCTION/REHABILITATION														
21	Beachburg Road	Buchannan's Pit Entance	Urban Beginning	2.49	Rehabilitation	100%	100%	100%	May	June	September	October	Design by Stantec; Construction by H & H	
	Whitewater Region													
512	Foymount Road	B257	Verch Road	4.70	Reconstruction	100%	100%	95%	September	September	October	November	Design by BTE; Coordinating Utilities;	
	Bonnechere Valley													
BRIDGE/CULVERT RECONSTRUCTION/REHABILITATION														
B002	Bonnechere River Bridge	Admaston/Bromley (Bonnechere Road)			Rehabilitation	100%	100%	100%	2021	2021	May	August	Design by Stantec; Construction by Clearwater	
B005	Scollard Bridge	Admaston/Bromley (Pucker Street)			Superstructure Replacement	100%	100%	100%	May	June	July	September	Design by HP Engineering; Tender Closes May 26th	
B022	Indian River Bridge	Laurentian Valley (Sandy Beach Road)			Rehabilitation	100%	100%	100%	March	May	June	November	Design by WSP; Tender Closed April 19th	
B056	Colterman Bridge	Greater Madawaska (Colterman Road)			Clean and Paint	100%	100%	100%	May	June	July	July	Day Labour Project	
B057	Mount St. Patrick Bridge	Greater Madawaska (Mount St. Patrick Road)			Superstructure Replacement	100%	100%	100%	March	April	May	October	Design by HP Engineering; Construction by Coco Paving	
B064	Pilgrim Road Bridge	Brudenell, Lyndoch & Raglan (Pilgrim Road)			Rehabilitation	100%	100%	100%	May	June	2023	2023	Design by JL Richards	
B068	Schimmins Creek Bridge	Brudenell, Lyndoch & Raglan (Welk Road)			Clean and Paint	100%	100%	100%	May	June	September	September	Day Labour Project	
B150	Dam Lake Bridge	Madawaska Valley (Stanley Olsheski Road)			Clean and Paint	100%	100%	100%	May	June	August	August	Day Labour Project	
B203	Petawawa River Bridge	Petawawa (CR51 Petawawa Boulevard)			Rehabilitation	100%	100%	100%	March	April	May	November	Design by WSP; Construction by BEI	
B257	Harrington Creek Bridge	Bonnechere Valley (CR512 Foymount Road)			Replace w/ Culvert	90%	100%	90%	2023	2023	2023	2023	Design by BTE; Part of 512 Reconstruction	
B319	Bucholtz Bridge	Laurentian Valley (CR58 Round Lake Road)			Rehabilitation	100%	100%	100%	February	April	June	October	Design by McIntosh Perry; Construction by GMP;	
C012	Farquharson's Culvert	Admaston/Bromley (S. McNaughton Road)			Rehabilitation	100%	100%	90%	May	2024	2024	2024	Design by HP Engineering	
C037	Bagot Creek Culvert	Greater Madwaska (Lower Spruce Hedge Road)			Replace	100%	100%	100%	May	June	August	September	Design by HP Engineering; Construction by Day Labour	
C040	Snake River Culvert	Admaston/Bromley (CR8 Cobden Road/Main Street)			Rehabilitation	100%	100%	100%			August	August	Day Labour Project	
C134	Campbell Drive Culvert	McNab/Braeside (Campbell Drive)			Rehabilitation	100%	100%	90%	May	2024	2024	2024	Design by HP Engineering	
C137	Hanson Creek Culverts	McNab/Braeside (Robertson Line)			Lining w/ Road Works	90%	100%	90%	May	2023	2023	2023	Design by WSP; Construction by Day Labour	
C152	Wadsworth Lake Culvert	Madawaska Valley (Old Barry's Bay Road)			Replace	100%	100%	100%	May	June	July	September	Design by HP Engineering	
C197	Etmanskie Swamp Culvert	Madawaska Valley (CR62 John Street)			Rehab or Replace	90%	100%	60%	April	2023	2023	2023	Design by JL Richards; Construction by Day Labour	
C269	Jacks Lake Culverts	Killaloe, Hagarty & Richards (CR58, Round Lake Road)			Replace	100%	100%	100%	April	May	July	July	Design by HP Engineering; Construction by Day Labour	
C302	Wingle Creek Twin Culverts	Killaloe, Hagarty & Richards (Rochfort Road)			Replace	100%	100%	60%	May	June	August	August	Design Internal; Construction by Day Labour	
FUTURE ENGINEERING														
B007	Butler Bridge	Admaston/Bromley (Butler Road)			Design for Rehabilitation	50%	30%	10%	May	June	2023	2023	Design by Stantec	
B044	Douglas Bridge	Admaston/Bromley (CR5 Stone Road)			Design for Rehabilitation	30%	60%	25%	July	August	2023	2023	RFP for design TBA; DCS done in 2021	
B102	Brennans Creek Bridge	Killaloe, Hagarty & Richards (CR512 Queen Street)			Design for Rehabilitation	50%	30%	10%	May	June	2023	2023	Design by Stantec	
B108	Tramore Bridge	Killaloe, Hagarty & Richards (Tramore Road)			Design for Rehabilitation	30%	10%	0%	August	August	2023	2023	RFP for design TBA;	
B156	Burnt Bridge	Brudenell, Lyndoch & Raglan (Burnt Bridge Road)			Design for Rehabilitation	30%	10%	0%	June	June	2023	2023	RFP for design to be issued	
B232	Cochrane Creek Bridge	North Algona Wilberforce (Cement Bridge Road)			Design for Rehabilitation	30%	10%	0%	June	July	2023	2023	RFP for design to be issued	
B310	Ski Hill Bridge	Laurentian Valley (CR58 Round Lake Road)			Design for Rehabilitation	30%	60%	25%	July	August	2023	2023	RFP for design TBA; DCS done in 2021	
C001	Berlanquet Creek Culvert	Admaston/Bromley (CR5 Stone Road)			Design for Replacement	30%	20%	10%	July	August	2023	2023	Design by HP Engineering	
C025	Borne Road Culvert	Laurentian Valley (CR58 Round Lake Road)			Design for Rehabilitation	100%	100%	90%	2023	2023	2023	2023	Design by WSP	
C051	Harris Creek Culvert	Admaston/Bromley (Proven Line)			Design for Replacement	30%	30%	10%	June	July	2023	2023	Internal Design; Geotech needed	
C130	Lochiel Creek Culvert North	McNab/Braeside (CR63)			Design for Replacement	30%	30%	10%	June	July	2023	2023	Design by Stantec	
C191	Dicks Road Culvert	Laurentian Valley (Dicks Road)			Design for Replacement	30%	30%	10%	June	July	2023	2023	Design by Stantec	
C201	Broomes Creek Culvert	Whitewater Region (CR7 Foresters Falls Road)			Detailed Design w/ Dam	90%	80%	50%	April	May	2023	2023	MCEA Done, Design by JLR	
C204	Bellowes Creek Culvert	Whitewater Region (CR12 Westmeath Road)			Design for Rehabilitation	30%	30%	10%	May	June	2023	2023	Design by WSP	
C268	St. Columbkille's Culvert	Laurentian Valley (CR58 Round Lake Road)			Design for Replacement	30%	30%	10%	May	June	2023	2023	Design by Stantec	
C325	Neilson Creek Culvert	Bonnechere Valley (Clear Lake Road)			Design for Replacement	30%	10%	0%	May	June	2023	2023	Design by Stantec	
30	Lake Dore Road	North Algona Wilberforce (From Highway 60 to Sperberg)			Design for Rehabilitation	70%	100%	40%	February	March	2023	2023	Design by Tatham	

OPERATIONS TENDERS										
Type	Description	Term (Years)	Type	Specification	Tender	Award	Start	Complete	Status/Comments	
1	Pavement Marking	Paint/Glass Beads/Lines/Symbols	1+((+1+1+1+1)	Equipment/Material	March	March	April	June	November	Ongoing
2	Street Sweeping	Winter/Debris Removal	1	Equipment	March	April	April	May	June	Complete
3	Manhole and Catch Basin Cleaning	Winter/Debris Removal	1	Equipment	March	April	April	June	June	Complete
4	Roadside Brushing	Tree/Brush Removal	1	Equipment	May	June	June	July	November	Ongoing
5	Steel Sign Post Quotation	Sign Installation Hardware	1	Material	March	April	April	May	August	Complete
6	Weed Control	Wild Parsnip/Poison Ivy	5	Equipment/Material	Complete	2019	2019	June	July	Complete
7	Signs &Traffic Control Equipment	Road Signage	1	Material	March	April	April	May	September	Ongoing
8	Winter Sand	Winter Abrasives	1	Supply/Delivery/Process	June	July	August	August	October	Ongoing
9	Loader Rental	Winter Operations	1	Equipment	July	July	August	November	April	Ongoing
10	AVL Service Renewal	Automatic Vehicle Location	10	Application/Network/Data	May	2020	2020	June	2030	Ongoing
11	Shouldering	Granular/Sealing	1	Material/Installation	June	July	August	August	October	Ongoing
12	Calcium Chloride	Winter Operations	1	Material	September	September	October	October	October	Ongoing
13	Crack Sealing	Pavement Preservation	1	Material/Installation	May	July	September	September	October	Ongoing
14	Curb Repair	Preservation	1	Material/Repair	May	August	August	September	October	Ongoing

EQUIPMENT TENDERS										
Tender	Description	Quantity	Type	Specification	Tender	Award	Delivery	Status/Comments		
1	HDT (Heavy Duty Truck)	Combination Plow/Spreader	1	Replace	February	May	June	2023		Awaiting Delivery
2	LDT (Light Duty Truck(s))	(7-1/2 ton & 1-3/4 ton 4WD)	8	Replace	February	March	April	December		Awaiting Delivery
3	Service Vehicle	PW Operations	1	Replace	February	June	August	December		Awaiting Delivery
4	Tractor	Tractor and Attachments	1	Replace	February	April	June	July		Complete
5	Backhoe	Backhoe Loader and Attachments	1	Replace	February	May	June	December		Awaiting Delivery
6	Enclosed Trailer	Construction Section	1	Replace	August	September	September	October		Ongoing
7	Dual Axle Float	16 ft	1	Replace	August	September	September	October		Ongoing
8	Line Paint Machine	PW Operations	1	Replace	August	September	September	December		Ongoing
9	U-Body Water Tank	PW Operations - SWP	1	Replace	August	September	September	December		Ongoing
10	Sweeper Attachment	Tractor Mount - GP	1	Replace	May	July	August	October		Ongoing
11	Offset Roller	Shoulder Compaction	1	New	August	September	October	December		Ongoing
12	Shoulder Spreader	Shouldering Machine	1	New	August	September	October	December		Ongoing
13	Service Vehicle	PW Operations	1	New	March	2021	2021	July		Complete
14	Service Vehicle	PW - ES	1	New	March	2021	2021	June		Complete
15	Equipment Refurbishment(s)	As per Spring Inspection	Varies	Existing	May	May	June	October		Ongoing
16	AVL (Automatic Vehicle Location)	AVL/Telematics	Varies	New	April	May	June	September		Ongoing
17	HDT (Heavy Duty Truck)	Combination Plow/Spreader	1	Replace	March	2021	2021	October		Awaiting Delivery

HOUSING										
Tender	Location	Type	Type	Design	Tender	Award	Start	Complete	Status/Comments	
1	Repair - Salt Storage Shed	Calabogie Garage	Construct	Rehabilitation	2022	March	April	August	November	Ongoing
2	Repair - Sand Storage Dome/Salt Storage Shed	Calabogie Garage	Construct	Rehabilitation	2022	March	April	June	July	Complete
3	Repair - General Site	Cobden Patrol	Construct	Rehabilitation	2022	Internal	N/A	July	July	Complete

ROAD MAINTENANCE AGREEMENTS/FACILITY AGREEMENTS										
Service Provider	Location	Year	Type	Start	Complete	Term	Status/Comments			
1	Town of Arnprior	County Road 1, County Road 2	2022	Winter Road Maintenance	2022	2032	10			Ongoing
2	Town of Deep River	County Road 72, County Road 73	2020	Winter Road Maintenance	2020	2030	10			Complete
3	Town of Renfrew	County Road 20, County Road 52	2019	Winter Road Maintenance	2019	2029	10			Complete
4	Township of Carlo Mayo	County Road 517	2022	Winter Road Maintenance	2022	2023	Annual			Ongoing
5	Contractor	County Road 635	2022	Winter Road Maintenance	2022	2023	Annual			Ongoing
6	Algonquins of Pikwakanagan	Golden Lake	2022	Use of facilities and materials	2022	2027	5			Ongoing
7	Bonnechere Valley	Foymount	2022	Use of facilities and materials	2022	2027	5			Complete

Operations Division - Capital Monthly Project Status Report - September 2022
Department of Public Works & Engineering

Project Name/Municipality		Location		Lengths	Description	RFP/Tender	Const. Award	Const. Start	Const. End	Comments
		From	To							
ROAD RECONSTRUCTION/REHABILITATION										
1	River Road	B258 W Exp Jnt	Elgin Street	0.51	Rehabilitation	May	June	August	September	Thomas Cavanagh Construction Ltd., Ashton
	Arnprior & McNab/Braeside									
1	River Road	County Road 10 (Division Street)	Usborne Street	0.50	Rehabilitation	2021	2021	June	August	H&H Construction Inc., Petawawa
	McNab/Braeside									
1	River Road	1.1 km west of Henry Crescent	Storie Road	2.36	Rehabilitation	April	June	August	September	B.R. Fulton Construction
	McNab/Braeside									
2	White Lake Road	Mountain View Road	Waba Creek Bridge E Exp Jnt	5.44	Rehabilitation	April	May	July	August	Thomas Cavanagh Construction Ltd., Ashton
	McNab/Braeside									
7	Foresters Falls Road	Harriet Street (urban begins)	Beginning of semi-urban	0.65	Rehabilitation	May	June	August	October	Greenwood Paving (Pembroke) Ltd., Pembroke
	Whitewater Region									
13	Mountain Road	Micksburg Road	Stafford Third Line	2.78	Rehabilitation	April	May	August	September	H&H Construction Inc., Petawawa
	Laurentian Valley									
23	Highland Road	Renfrew/Lanark County Line	Sawmill Road	1.51	Rehabilitation	April	May	July	August	Thomas Cavanagh Construction Ltd., Ashton
	McNab/Braeside									
24	White Water Road	Highway 17	County Road 40 (Greenwood Road)	2.45	Rehabilitation	May	June	September	October	H&H Construction Inc., Petawawa
	Laurentian Valley									
29	Drive-In Road	City of Pembroke (South Limits)	Clearview Crescent	2.15	Rehabilitation	May	June	August	September	Greenwood Paving (Pembroke) Ltd., Pembroke
	Laurentian Valley									
62	Combermere Road	Combermere South Urbam Limit	County Road 515 (Palmer Road)	1.01	Rehabilitation	March	May	July	July	Greenwood Paving (Pembroke) Ltd., Pembroke
	Madawaska Valley									
65	Centennial Lake Road	Black Donald Access Point	Deer Mountain Road	4.29	Rehabilitation	March	April	July	August	Greenwood Paving (Pembroke) Ltd., Pembroke
	Greater Madawaska									
67	Simpson Pit Road	Buckhill Road	County Road 58 (Round Lake Road)	1.42	Rehabilitation	March	May	June	July	R.G.T. Clouthier Construction Limited, Pembroke
	Killaloe, Hagarty and Richards									
508	Calabogie Road	Mill Street	County Road 511 (Lanark Road)	1.94	Rehabilitation	March	May	June	June	Thomas Cavanagh Construction Limited, Ashton
	Greater Madawaska									
512	Foymount Road	County Road 66 (Opeongo Road)	Hubers Road	3.68	Rehabilitation	May	June	August	September	R.G.T. Clouthier Construction Limited, Pembroke
	Brudenell Lyndoch & Raglan									
517	Dafoe Road	Serran Road	County Road 62 (Combermere Road)	3.22	Rehabilitation	March	April	September	October	Greenwood Paving (Pembroke) Ltd., Pembroke
	Madawaska Valley									
Various	Scratchcoat	Various Locations	Various Locations		Scratch Coat Paving	April	May	June	September	Bonnechere Excavating Inc., Renfrew
	Various Locations									

2022 CAPITAL PROGRAM - ROADS/BRIDGES

Appendix II

	Road #	Location	From	To	Length (km)	2022 BUDGET	August Projected	September Projected	Variance	Carry Over
	Road Reconstruction/Rehabilitation									
	Note: Limits and Length of projects are approximate and subject to revision based on final design and budgets									
	1	Madawaska Street	B258 W Exp Jnt	Elgin Street	0.51	159,824	259,000	259,000	99,176	0
		Arnprior								
	1	River Road	County Road 10 (Division Street)	Usburne Street	0.50	520,000	520,000	520,000	0	0
		McNab/Braeside								
	1	River Road	1.1km West of Henry Crescent	Storie Road	2.36	774,080	932,000	932,000	157,920	0
		McNab/Braeside								
	2	White Lake Road	Mountain View Road	Waba Creek Bridge E Exp Jnt	5.44	1,088,684	1,472,000	1,472,000	383,316	0
		McNab/Braeside								
	7	Foresters Falls Road	Harriet Street (urban begins)	Beginning of semi-urban	0.65	357,500	712,000	712,000	354,500	0
		Whitewater Region								
	13	Mountain Road	Micksburg Road	Stafford Third Line	2.78	597,700	660,000	660,000	62,300	0
		Laurentian Valley								
	21	Beachburg Road	Buchannan's Pit Entance (1046)	Urban Beginning	2.49	870,707	1,369,000	1,369,000	498,293	0
		Whitewater Region								
	23	Highland Road	Renfrew/Lanark Line	Sawmill Road	1.51	324,650	314,000	314,000	-10,650	0
		McNab/Braeside								
	24	White Water Road	Highway 17	County Road 40 (Greenwood Road)	2.45	826,560	942,000	942,000	115,440	0
		Laurentian Valley								
	29	Drive-In Road	City of Pembroke (South Limits)	Clearview Crescent	2.15	382,700	830,000	830,000	447,300	0
		Laurentian Valley								
	62	Combermere Road	Combermere S Urban Lt	County Road 515 (Palmer Road)	1.01	62,953	145,000	145,000	82,047	0
		Madawaska Valley								
	65	Centennial Lake Road	Black Donald Access Point	Deer Mountain Road	4.29	1,128,270	1,256,000	1,256,000	127,730	0
		Greater Madawaska								
	67	Simpson Pit Road	Buck Hill Road	County Road 58 (Round Lake Road)	1.42	781,000	871,000	871,000	90,000	0
		Killaloe, Hagarty and Richards								
	508	Calabogie Road	Mill Street	County Road 511 (Lanark Road)	1.94	636,320	855,000	855,000	218,680	0
		Greater Madawaska								
	512	Foymount Road	County Road 66 (Opeongo Road)	Hubers Road	3.68	846,400	1,509,000	1,509,000	662,600	0
		Brudenell Lyndoch & Raglan								
	512	Foymount Road	B257	Verch Road	4.70	2,336,180	1,800,000	500,000	-1,836,180	1,836,180
		Bonnechere Valley								
	517	Dafoe Road	Serran Road	County Road 62 (Combermere Road)	3.22	1,134,484	1,040,000	1,040,000	-94,484	0
		Madawaska Valley								
		Scratch Coat Paving	Various Locations			737,924	737,924	737,924	0	0
		Active Transportation	Various Locations			150,000	150,000	150,000	0	0
ROAD RECONSTRUCTION/REHABILITATION TOTALS					41.10	13,715,936	16,373,924	15,073,924	1,357,988	1,836,180
Bridge/Culvert Reconstruction/Rehabilitation										
	Structure No.	Structure Name	Location			2022 BUDGET	August Projected	September Projected	Variance	Carry Over
	B002	Bonnechere River Bridge	Admaston/Bromley (Bonnechere Road)			350,000	350,000	350,000	0	0
	B005	Scollard Bridge	Admaston/Bromley (Pucker Street)			600,000	690,000	690,000	90,000	0
	B022	Indian River Bridge	Laurentian Valley (Sandy Beach Road)			1,200,000	1,355,000	1,355,000	155,000	0
	B056	Colterman Bridge	Greater Madawaska (Colterman Road)			100,000	100,000	100,000	0	0
	B057	Mount St. Patrick Bridge	Greater Madawaska (Mount St. Patrick Road)			800,000	867,000	867,000	67,000	0
	B064	Pilgrim Road Bridge	Brudenell, Lyndoch & Raglan (Pilgrim Road)			180,000	40,692	40,692	-139,308	139,308
	B068	Schimmins Creek Bridge	Brudenell, Lyndoch & Raglan (Welk Road)			100,000	100,000	100,000	0	0
	B150	Dam Lake Bridge	Madawaska Valley (Stanley Olscheski Road)			100,000	100,000	100,000	0	0
	B203	Petawawa River Bridge	Petawawa (CR51 Petawawa Boulevard)			1,300,000	2,070,000	2,070,000	770,000	0
	B257	Harrington Creek Bridge	Bonnechere Valley (CR512 Foymount Road)			800,000	800,000	800,000	0	0
	B319	Bucholtz Bridge	Laurentian Valley (CR58 Round Lake Road)			950,000	1,000,000	1,000,000	50,000	0
	C012	Farquharson's Culvert	Admaston/Bromley (S. McNaughton Road)			135,000	38,000	38,000	-97,000	97,000
	C037	Bagot Creek Culvert	Greater Madwaska (Lower Spruce Hedge Road)			342,000	315,000	315,000	-27,000	0
	C040	Snake River Culvert	Admaston/Bromley (CR8 Cobden Road/Main Street)			108,000	40,000	40,000	-68,000	0
	C134	Campbell Drive Culvert	McNab/Braeside (Campbell Drive)			585,000	38,000	38,000	-547,000	547,000
	C137	Hanson Creek Culverts	McNab/Braeside (Robertson Line)			162,000	80,000	80,000	-82,000	82,000
	C152	Wadsworth Lake Culvert	Madawaska Valley (Old Barry's Bay Road)			252,000	252,000	252,000	0	0
	C197	Etmanskie Swamp Culvert	Madawaska Valley (CR62 John Street)			1,100,000	750,000	750,000	-350,000	350,000
	C269	Jacks Lake Culverts	Killaloe, Hagarty & Richards (CR58, Round Lake Road)			180,000	180,000	150,000	-30,000	0
	C302	Wingle Creek Twin Culverts	Killaloe, Hagarty & Richards (Rochfort Road)			180,000	180,000	150,000	-30,000	0
		General Bridge Repairs	Various Locations			200,000	200,000	200,000	0	0
BRIDGE/CULVERT RECONSTRUCTION/REHABILITATION TOTALS						9,724,000	9,545,692	9,485,692	-238,308	1,215,308
Future Engineering										
	ID	Name	Location			2022 BUDGET	August Projected	September Projected	Variance	Carry Over
	B007	Butler Bridge	Admaston/Bromley (Butler Road)			100,000	53,000	53,000	-47,000	0
	B044	Douglas Bridge	Admaston/Bromley (CR5 Stone Road)			45,000	45,000	40,000	-5,000	0
	B102	Brennans Creek Bridge	Killaloe, Hagarty & Richards (CR512 Queen Street)			54,000	54,000	36,000	-18,000	0
	B108	Tramore Bridge	Killaloe, Hagarty & Richards (Tramore Road)			40,000	40,000	35,000	-5,000	0
	B156	Burnt Bridge	Brudenell, Lyndoch & Raglan (Burnt Bridge Road)			25,000	25,000	25,000	0	0
	B232	Cochrane Creek Bridge	North Algona Wilberforce (Cement Bridge Road)			50,000	50,000	50,000	0	0
	B310	Ski Hill Bridge	Laurentian Valley (CR58 Round Lake Road)			30,000	30,000	30,000	0	0
	C001	Berlanquet Creek Culvert	Admaston/Bromley (CR5 Stone Road)			38,500	38,500	32,000	-6,500	0
	C025	Borne Road Culvert	Laurentian Valley (CR58 Round Lake Road)			30,000	30,000	30,000	0	0
	C051	Harris Creek Culvert	Admaston/Bromley (Proven Line)			20,000	20,000	20,000	0	0
	C130	Lochiel Creek Culvert North	McNab/Braeside (CR63			33,500	33,500	33,500	0	0
	C191	Dicks Road Culvert	Laurentian Valley (Dicks Road)			20,000	20,000	20,000	0	0
	C201	Broomes Creek Culvert	Whitewater Region (CR7 Foresters Falls Road)			100,000	100,000	100,000	0	0
	C204	Bellowes Creek Culvert	Whitewater Region (CR12 Westmeath Road)			30,000	30,000	30,000	0	0
	C268	St. Columbkille's Culvert	Laurentian Valley (CR58 Round Lake Road)			75,000	75,000	54,500	-20,500	0
	C325	Neilson Creek Culvert	Bonnechere Valley (Clear Lake Road)			50,000	50,000	36,000	-14,000	0
	30	Lake Dore Road	North Algona Wilberforce (From Highway 60 to Sperberg)			100,000	140,000	140,000	40,000	0
FUTURE ENGINEERING TOTALS						841,000	834,000	765,000	-76,000	0
Traffic Signals - Upgrades		Various Locations				0	0	0	0	0
SAFETY DEVICES TOTALS						0	0	0	0	0
CAPITAL PROGRAM TOTAL:						24,280,936	26,753,616	25,324,616	1,043,680	3,051,488

CORPORATE POLICIES AND PROCEDURES			
SECTION: PUBLIC WORKS & ENGINEERING DEPARTMENT			POLICY #: PW-02
POLICY: BRIDGE DESIGN AND CONSTRUCTION			
DATE: APRIL 2001	REV. DATE: AUGUST 2008	COVERAGE: ALL COUNTY BRIDGES	PAGE #: 1 of 4

POLICY STATEMENT:

- All highway bridges shall be designed in accordance with the Canadian Highway Bridge Design Code CSA S6-00 as may be amended from time to time. In addition all bridges over water shall be designed to convey flows having a return period as follows:

Functional Roadway Classification	Design Return Period (Years)	
	Rural Roads	Urban Roads
Arterials	50	100
Collector	25	50
Locals	10	25
Seasonal/Alley	5	10

- The design and construction of a new bridge and modifications to existing bridges shall be prepared under the supervision of and shall be approved by the County Engineer.
- All bridges under the jurisdiction and control of the County, which cease to meet the definition of a bridge after reconstruction, shall return to the jurisdiction of the roadway authority upon completion of the construction and acceptance of the finished works by the County Engineer. An amending by-law will be passed by County Council to affect the transfer to the local road authority.
- All highway structures designed in accordance with the provisions of this policy and meeting the definition of a bridge shall upon the recommendation of the County Engineer and with the approval of the Operations Committee and County Council, be given a county bridge status. The structure shall then be reconstructed by the County subject to the availability of funding and other priorities within the County Road System. Until such time as the structure is adopted by the County, it shall remain under the jurisdiction of the local road authority.
- All bridge structures under the jurisdiction and control of the County must be situated on a public road right-of-way, which is maintained year round and has a minimum Average Annual Daily Traffic (AADT) volume of 100 vehicles.
- In reconstructing a bridge, the County shall carry out the construction of the approaches so as to meet the design standards in force at that time. Should the work extend beyond the 30 m statutory limit of authority, the County will be responsible for all costs associated with the works.

CORPORATE POLICIES AND PROCEDURES			
SECTION: PUBLIC WORKS & ENGINEERING DEPARTMENT			POLICY #: PW-02
POLICY: BRIDGE DESIGN AND CONSTRUCTION			
DATE: APRIL 2001	REV. DATE: AUGUST 2008	COVERAGE: ALL COUNTY BRIDGES	PAGE #: 2 of 4

- A local road authority may with approval of the County, undertake works on behalf of the County on a bridge and its approaches. The County shall cover the cost of the works applicable to the structure and the portion of the approaches under the jurisdiction of the County.

DEFINITIONS:

Approach

The portion of a roadway or pathway leading to a bridge and includes all appurtenances belonging thereto. The portion under the jurisdiction of the bridge authority shall be as specified in the relevant legislation measured from the outer most extreme of the structure.

Bridge

A structure or series of structures, which provides a roadway or walkway for the passage of vehicles and pedestrians across an obstruction, gap or facility, which has a cumulative span of 3.0 m or greater.

Functional Road Classification

A hierarchal grouping of roads according to the function they serve within the overall road system. Refer to Policy PW-01 (Road Classification System) for complete definitions.

Return Period

The average period in years between occurrences of a discharge (flow) equaling or exceeding a given value.

References

- Municipal Act Chapter M45-RSO 1990
- Bridges Act Chapter B12-RSO 1990
- Public Transportation & Highway Improvement Act Chapter P50-RSO 1990
- Canadian Highway Bridge Design Code CSA S6-00
- MTO Drainage Management Manual

CORPORATE POLICIES AND PROCEDURES			
SECTION: PUBLIC WORKS & ENGINEERING DEPARTMENT			POLICY #: PW-02
POLICY: BRIDGE DESIGN AND CONSTRUCTION			
DATE: APRIL 2001	REV. DATE: AUGUST 2008	COVERAGE: ALL COUNTY BRIDGES	PAGE #: 3 of 4

IMPLEMENTATION:

Construction and Reconstruction of Bridges

Local Municipal Structures Meeting the Definition of a Bridge and situated on All-Season Maintained Roadways.

County bridge structures must be situated on a public right-of-way subject to all-season maintenance and have minimum Average Annual Daily Traffic (AADT) volume of 100 vehicles.

Where a highway structure located on a local municipal roadway is to be replaced, a hydraulic design shall be prepared in accordance with the provisions detailed in the policy. The cost of the hydraulic design and the review of the design by County staff shall be at the expense of the local municipality.

Where the proposed replacement structure will meet the definition of a bridge, the local municipality may request the structure to be adopted by the County. All requests will be reviewed by the County Engineer and a recommendation regarding assumption will be forwarded to the Operations Committee. Operations Committee's recommendation will subsequently be forwarded to County Council for approval. It is emphasized that the County of Renfrew will be the ultimate authority in determining whether or not the structure (being requested for assumption) qualifies as a County structure.

When the structure is approved for adoption by the County, the cost of the design and replacement or repair shall be shared equally between the County and the local municipality. Subsequent to the replacement, the bridge structure shall be under the jurisdiction of the County thereafter. The timing of the replacement or repair of the structure shall be at the discretion of the County and subject to the availability of funding and other priorities.

Until such time as the structure is replaced or repaired, it shall remain under the jurisdiction of the local municipality in which it is situate. Maintenance of the structure during this period shall rest with the local municipality.

Local Municipal Structures Meeting the Definition of a Bridge on Seasonal Roads

Where a structure meeting the definition of a bridge is located on a seasonal road, the County may undertake, on behalf of the local municipality, the required biannual inspections of the structure and provide recommendations for the required posting or maintenance of the structure to the local municipality. The local municipality will be required, if it elects, to have the County undertake the bi-annual inspections and provide recommendations regarding load postings, maintenance, etc., enter into an indemnification agreement with the County holding the County harmless from any action or claims arising from the County's recommendations, etc.

CORPORATE POLICIES AND PROCEDURES			
SECTION: PUBLIC WORKS & ENGINEERING DEPARTMENT			POLICY #: PW-02
POLICY: BRIDGE DESIGN AND CONSTRUCTION			
DATE: APRIL 2001	REV. DATE: AUGUST 2008	COVERAGE: ALL COUNTY BRIDGES	PAGE #: 4 of 4

The local municipality will be responsible for establishing the level of service to be provided at the crossing and to fund, manage and maintain the structure in the manner that is most suitable for the local use.

County Structures on Local Roads No Longer Meeting the Definition of a Bridge

The County shall design and reconstruct all bridges under its jurisdiction in accordance with the provisions contained in this policy. Where a replacement structure will no longer meet the definition of a bridge, the County Engineer will recommend to the Operations Committee and County Council that the structure be deleted from the County Road System.

Subject to the approval of the Operations Committee and County Council, the replacement structure shall be designed and reconstructed. Upon acceptance of the works by the County Engineer and subject to the passage of an amending by-law, the jurisdiction over the structure shall revert to the authority or authorities having jurisdiction over the roadway.

Works on Bridge Approaches

Works in Conjunction with a Bridge Replacement

Where the County replaces a bridge it shall design and construct the approaches in accordance with the standards in force at the time of the work. Where it is necessary for the works to extend beyond the 30 m limits of County jurisdiction in order to meet the design standards, the County may, with the consent of the local road authority, reconstruct the approaches. The extended work on the approach shall be at no cost to the local road authority except as it relates to the acquisition of right of way to accommodate the works.

Local Road Works

Where a local road authority proposes to undertake works on the approach to a bridge, it shall give notice of its intent to do so to the County Engineer. Where it is in the interest of the County to do so, the County Engineer may with the approval of the Operations Committee and/or County Council, request works to be done on the approaches to and over the bridge. All cost associated with the works so requested shall be born by the County, subject to funding availability.

County Structures not meeting Bridge Policy															
Asset ID	Structure Name	Road	Location	Road Maintenance Level	Estimated Detour (km)	Municipality	Type of Structure	Length (m)	Width (m)	Replacement Estimate	Year Built	Last Rehab Year	Traffic AADT	Current BCI	Plan Year
B026	Old Hwy 62 Bridge	Borne Road	2 km N of CR-58	Maintained	6	Laurentian Valley	Steel - Algonquin	13	5.5	\$954,000	1926	2020	15	68.0	2045
B055	Mountain Chute Bridge	Hydro Dam Road	5.5 km S of County Road 508	Maintained	None	Greater Madawaska	Precast Concrete	77.65	6.05	\$3,524,000	1988		75	72.0	2026
B056	Colterman Bridge	Colterman Road	0.9 km E of Flat Road	Maintained/Seasonal	None	Greater Madawaska	Steel - Lessard	9.9	4.5	\$535,000	2006	2022	10	69.0	2037
B064	Pilgrim Road Bridge	Pilgrim Road	0.5 km East of Guiney Rd	Maintained	None	Brudenell, Lyndoch & Raglan	Steel Bailey Truss	12.8	4.04	\$466,000	1999		20	66.0	2024
B068	Schimmis Creek Bridge	Welk Road	2.3 km N of County Road 515	Maintained	None	Brudenell, Lyndoch & Raglan	Steel - Lessard	8.4	4.91	\$495,000	2004	2022	10	66.0	2042
B071	Bruceton Bridge	Keller Road	5.5 km N of Highway 28	Maintained	None	Brudenell, Lyndoch & Raglan	Steel - Lessard	8.4	4.91	\$495,000	2015		20	66.0	2026
B073	Kargus Creek Bridge	Kargus Road	1.2 km S of CR 515 (Quadeville Rd)	Maintained	None	Brudenell, Lyndoch & Raglan	Timber/wood	6	5	\$360,000	1963		50	13.4	2024
B074	Fire Tower Creek Bridge	Fire Tower Road	1 km E of County Road 515	Seasonal	35	Brudenell, Lyndoch & Raglan	Steel - Lessard	6	5	\$360,000	2008		10	67.0	2028
B095	Hyland Creek Bridge	Hyland Creek Road	4 km N of Highway 41	Maintained	None	Greater Madawaska	Timber/wood	15	4.5	\$608,000	1980		70	61.0	2032
B103	O'Grady Bridge	O'Grady Settlement Road	4.5 km from County Road 512	Maintained	17	Killaloe, Hagarty & Richards	Wood/Steel	7.9	4.9	\$465,000	1981	2006	30	56.0	2024
B105	Coulas Bay's Bridge	Bear Trail Road	1.5 km W of County Road 58	Maintained/Private	None	Killaloe, Hagarty & Richards	Steel - Lessard	6.7	4.3	\$346,000	2010		5	70.5	2028
B117	Mackey Creek Bridge	Mackey Creek Rd	6.2 km S of Highway 17	Seasonal	None	Head, Clara & Maria	Hybrid	8	4.7	\$452,000	1986		30	67.0	2027
B150	Dam Lake Bridge	Stanley Olsheski Rd	11.5 km of County Road 62	Maintained	None	Madawaska Valley	Steel - Lessard	15.2	4.7	\$643,000	1962	2022	40	71.0	2042
B156	Burnt Bridge	Burnt Bridge Road	11 km S of County Road 515	Maintained	None	Brudenell, Lyndoch & Raglan	Precast Concrete	22.5	5	\$732,000	1975		80	64.0	2023
B158	Meilleurs Bridge	Meilleurs Road	0.9 km S of Highway 17	Maintained	4	Laurentian Hills	Cast in Place Con	4.6	5.5	\$304,000	1981	2007	30	66.0	2028
B188	Turcotte Bridge	Code Road	2.2 km NE of Micksburg Rd	Maintained	9.5	Laurentian Valley	Cast in Place Con	4.25	7.93	\$405,000	1920		40	27.0	2026
B232	Cochrane Creek Bridge	Cement Bridge Road	200 m West of Burchat Rd	Seasonal	8	North Algona/Wilberforce	Cast in Place Con	6.9	5.8	\$481,000	1930		10	40.0	2023
C013	Bromley Culvert	Foy Road	0.5 km E of Culhane Road	Maintained	8	Admaston/Bromley	CSPA	18.5	4.2	\$260,700	1986		50	95.0	2045
C014	Labombard Culvert	Chris Ruddy Road	0.5 km S of County Road 5	Maintained	None	Admaston/Bromley	SPCSPA	16	3.6	\$209,200	1982		30	44.0	2025
C016	Harold's Culvert	English Road	1 km W of County Road 34	Maintained	23.5	Admaston/Bromley	CSPA	16.6	3.9	\$210,200	2017		50	84.0	2047
C025	Borne Road Culvert	Borne Road	0.75 km W of CR 58	Maintained	6	Laurentian Valley	FRR	28.25	2.5	\$433,500	1957		60	30.0	2023
C027	Stencell's Culvert	Stencells Road	0.3 km N of County Road 58	Maintained	None	Laurentian Valley	SPCSPA	30	7.5	\$704,600	1990		50	57.0	2039
C036	Halliday Creek Culvert	Halliday Creek Road	40 m S of Brydges Road	Maintained/Seasonal	None	Greater Madawaska	CSP	6.1	1.7	\$87,200	2020		5	75.0	2045
C045	Agnew Culvert (South Fork)	Agnew Road	2 km NE of County Road 9	Maintained	9	Admaston/Bromley	SPCSPA	19.2	5.4	\$329,400	1982		80	53.0	2026
C046	O'Neil Culvert (South Fork)	Pine Valley Road	1.5 km S of McGaghran Road	Maintained	9	Admaston/Bromley	SPCSP	21.5	3.2	\$562,000	1982		80	95.0	2045
C051	Harris Creek Culvert	Proven Line	0.5 km N of Barr Line	Seasonal/Private	None	Admaston/Bromley	SPCSPE	17.2	3.7	\$210,800	1987		2	27.0	2024
C052	Peever Culvert	McGuinty Road	0.6 km S of Snake River Line	Maintained	9.5	Admaston/Bromley	CSP	15.4	1.85	\$232,800	1977		50	63.6	2028
C060	John Watson Culvert 1	John Watson Road	12 km E of County Road 515	Maintained	23	Brudenell, Lyndoch & Raglan	CSPA	13.5	2.3	\$242,600	1999		60	71.7	2035
C061	John Watson Culvert 3	John Watson Road	13.5 km S of County Road 515	Maintained	23	Brudenell, Lyndoch & Raglan	CSPA	13.5	3.3	\$297,800	1999		60	69.0	2035
C062	John Watson Culvert 2	John Watson Road	3.3 km SW of CR 66	Maintained	23	Brudenell, Lyndoch & Raglan	CSP	12	1.3	\$382,300	1965		60	31.0	2024
C067	Addington Road Culvert	Addington Road	0.2 Km South of County Road 515	Maintained	None	Brudenell, Lyndoch & Raglan	AOF	8.64	8.5	\$239,800	2012		80	75.0	2036
C069	Eneas Road Culvert	Eneas Creek Rd	0.2 km S of County Road 515	Maintained	None	Brudenell, Lyndoch & Raglan	SPCSPA	23.2	2.3	\$388,500	1987		50	54.0	2030
C070	Homestead Creek Culvert	Homestead Road	0.5 km S of County Road 515	Maintained	None	Brudenell, Lyndoch & Raglan	CSP	19	2.4	\$558,800	1987		30	63.0	2031
C094	Godin Creek Culvert	Flying Club Road	1 km S of Highway 41	Maintained	None	Greater Madawaska	SPCSP	9	2.5	\$183,800	1980		50	55.1	2048
C098	Colton Creek Culvert	Government Road	1.6 km S of Matawatchan	Maintained	11	Greater Madawaska	CSPA	21	3.3	\$218,800	1999		70	56.4	2046
C099	Colton Creek Bridge	Matawatchan Road	5.6 km S of CR 65 (Centennial Lake Rd)	Maintained	11	Greater Madawaska	AOF	19	3	\$257,900	2021		90	98.0	2041
C115	Dunlop Crescent Dual Culvert	Dunlop Crescent	0.1 km N of Highway 17	Maintained	1.6	Head, Clara & Maria	CSPA	22	2.65	\$413,400	1999		60	40.0	2023
C116	Dunlop Crescent Culvert	Dunlop Crescent	0.2 km N of Highway 17	Maintained	1.6	Head, Clara & Maria	SPCSPE	20	4.7	\$343,100	2021		30	98.0	2041
C128	Dochart Creek Culvert	Stevenson Drive	2.81 km S of McLean Dr	Maintained/Seasonal	None	McNab/Braeside	AOF	9.2	4.1	\$179,500	2000		10	72.0	2052
C140	Mundt's Culvert	Roesler Road	3.0 km N of Highway 60	Maintained	13	North Algona/Wilberforce	Box	18	4.6	\$1,059,900	2016		83	74.0	2041

County Structures not meeting Bridge Policy															
Asset ID	Structure Name	Road	Location	Road Maintenance Level	Estimated Detour (km)	Municipality	Type of Structure	Length (m)	Width (m)	Replacement Estimate	Year Built	Last Rehab Year	Traffic AADT	Current BCI	Plan Year
B026	Old Hwy 62 Bridge	Borne Road	2 km N of CR-58	Maintained	6	Laurentian Valley	Steel - Algonquin	13	5.5	\$954,000	1926	2020	15	68.0	2045
B055	Mountain Chute Bridge	Hydro Dam Road	5.5 km S of County Road 508	Maintained	None	Greater Madawaska	Precast Concrete	77.65	6.05	\$3,524,000	1988		75	72.0	2026
B056	Colterman Bridge	Colterman Road	0.9 km E of Flat Road	Maintained/Seasonal	None	Greater Madawaska	Steel - Lessard	9.9	4.5	\$535,000	2006	2022	10	69.0	2037
C141	Zienans Culvert	Roesler Road	1.6 Km N of Burchat Road	Maintained	8	North Algona/Wilberforce	CSP	9.8	1.8	\$144,100	1990		40	95.0	2068
C142	Quade Creek Culvert	Burchat Road	3 km N of County Road 30	Maintained	13	North Algona/Wilberforce	HDPE	12.4	1.5	\$245,500	2021		50	98.0	2051
C146	McPhee Road Culvert	McPhees Bay Road	0.5 km S of County Road 515	Maintained	None	Madawaska Valley	CSPA	14	3	\$141,600	1999		40	49.2	2030
C161	Stoppas Culvert	Stoppa Road	1 km SW of Highway 17	Maintained	6.5	Whitewater Region	SPCSP	24	3.2	\$313,700	2019		50	95.0	2044
C169	Manning Road Creek Culvert	Manning Road	1 km S of County Road 512	Maintained	None	Bonnechere Valley	CSP	22	2.6	\$467,300	1985		90	59.5	2050
C170	Hurds Creek Culverts	Wittkie Road	1km S of Foymount Road	Maintained	None	Bonnechere Valley	CSP	20.8	2.6	\$662,600	1987		90	58.2	2025
C177	Peplinskie Homestead Culvert	Peplinskie Homestead Rd	9 km NW Hwy 60/CR62	Maintained	10.5	Madawaska Valley	AOF	20	4.88	\$423,500	2000		30	75.0	2052
C178	Wilno Road Culvert	Wilno Road North	11.5 km N of Hwy 60/CR 62	Maintained	10.5	Madawaska Valley	SPCSP	22.05	5.45	\$404,400	1987		30	75.0	2040
C191	Dicks Road Culvert	Dicks Road	0.8 km N of Micksburg Road	Maintained	None	Laurentian Valley	SPCSP	15	3.3	\$202,200	1987		20	21.0	2023
C216	Elm Creek Tri Pipes	Waterview Road	1 km SW of Highway 17	Maintained	9	Whitewater Region	SPCSP	17.7	1.7	\$385,000	1977		50	57.0	2030
C229	Burnt Bridge	Burnt Bridge Road	0.35 km N of CR 9	Seasonal/Private	None	Laurentian Valley	FRR	5	1	\$160,200	1970		5	45.6	2024
C246	Culhane Culvert	Culhane Road	0.5 km W of McNaughton Line East Junction	Maintained	6.5	Admaston/Bromley	SPCSPA	29	5.1	\$538,900	1978		78	51.6	2027
C300	Wolf Road Twin pipes	Wolfe Road	3.2 Km S of CR 70 (Ruby Rd)	Maintained	14	Bonnechere Valley	CSP	9.1	1.6	\$119,000	2021		80	98.0	2051
C303	Mally's Culvert	Cormac Road	1.6 km S of Rochefort Rd.	Maintained	14	Brudenell, Lyndoch & Raglan	CSP	15	1.2	\$147,100	1977		88	63.8	2035
C324	Rox Siding Culvert	Rox Siding Road	0.6 km S of HWY17	Maintained	6.5	Whitewater Region	PCSP	14.4	1.7	\$323,100	2007		50	66.4	2047

September 28, 2022

To the Council of the Corporation
Of the County of Renfrew

Members of County Council:

We, your **Community Services Committee**, wish to report and recommend as follows:

INFORMATION

1. Demolition and Rebuild of 202 Cecil Street, Pembroke [Strategic Plan Goal #3]

At the May 25, 2022 meeting of County Council, Resolution No. CS-CC-22-05-39 was passed, which stated:

“THAT County Council approve the renewed Action Plan under the National Housing Strategy for 2022-23; AND FURTHER THAT County Council authorize the Warden and Clerk to execute the amended Transfer Payment Agreement for the Canada-Ontario Community Housing Initiative (COCHI) and the Ontario Priorities Housing Initiative (OPHI) between the County of Renfrew and the Ministry of Municipal Affairs and Housing.”

The COCHI-OPHI Investment Plan 2022-23 included an amount under the COCHI funding of \$545,471 to complete a demolition and rebuild of RCHC property located at 202 Cecil Street, Pembroke. In August 2022, the Ministry of Municipal Affairs and Housing (MMAH) issued a letter approving the County of Renfrew’s COCHI-OPHI Investment Plan 2022-23. This property is a single family, rent-geared-to-income (RGI) home that is part of the RCHC portfolio and is currently vacant. This home was built in 1975 and has had many repairs and upgrades completed over the last 20 years. Recent repair issues resulted in a building condition assessment completed and since it is in a poor state of repair, the recommendation was to demolish the building and rebuild on the same location. It is the intention to rebuild a duplex on the site that would replace the RGI unit and create an additional affordable rental unit. The cost to complete this is funded through MMAH – COCHI funding.

Accordingly, at the September 13, 2022 Renfrew County Housing Corporation (RCHC) Board of Directors meeting, Resolution No. RCHC-C-22-09-55 was passed, which stated:

“THAT the Renfrew County Housing Corporation (RCHC) Board of Directors approve the demolition and rebuild of 202 Cecil Street in Pembroke; AND FURTHER that staff be directed to start the tender process to complete the demolition and rebuild.”

2. Canada-Wide Early Learning and Child Care (CWELCC) System Update [Strategic Plan Goal #2 (a)]

On August 17, 2022, the Ministry of Education released a new [addendum to the Ontario Child Care and EarlyON Child and Family Centres Service Management and Funding Guidelines \(2022\)](#) with updated implementation details for the Canada-Wide Early Learning and Child Care System (CWLECC). The new direction is highlighted below:

- The deadline for licensees to opt-in to the CWELCC system has been extended from September 1, 2022 to November 1, 2022.
- An example of a standard agreement for the provision of CWELCC funding between a licensee and the Service System Manager is required to be made available to all licensees by August 29, 2022.
- Service System Managers are to process applications and confirm eligibility for CWELCC funding to licensees within 10 calendar days of the date of application.
- Service System Managers and licensees are to execute a CWLECC agreement within 30 calendar days of date of application, which is down from 60 days.
- Once licensees receive CWELCC funding from the Service System Manager, they will provide rebates to families within 20 calendar days.

Attached as Appendix I is a letter received on August 17, 2022, from the Hon. Stephen Lecce, Minister of Education, providing the new direction for Service System Managers to follow in the implementation of the CWLECC system.

RESOLUTIONS

3. Draven Alert System

RESOLUTION NO. CS-CC-22-08-52

Moved by Chair

Seconded by Committee

THAT County Council approve the following resolution regarding expanding the Amber Alert System.

WHEREAS the Amber Alert system is an effective method of communication for people living in Renfrew County in assisting to locate abducted children who are at risk of imminent harm; and

WHEREAS the Amber Alert system does not apply to children who go missing and have not been abducted;

AND WHEREAS the tragic death of 11-year old Draven Graham brings to light the need for an alert system for vulnerable children who go missing under circumstances that do not involve an abduction but are at serious risk of injury or death.

NOW THEREFORE BE IT RESOLVED THAT the County of Renfrew request that the Minister of the Solicitor General and the Commissioner of the Ontario Provincial Police, as well as the Premier's Office, be requested to expand the Amber Alert system by creating a new alert called the Draven Alert, which will protect vulnerable children who have not been abducted but are at high risk of danger, injury or death and alert the public that they are missing.

Background

Our Committee received resolutions from Hastings County, the City of Mississauga, Bonfield Township and the Town of Cobourg regarding the Draven Alert System.

Ontario's Amber Alert system is an emergency broadcast issued when a child is abducted and believed to be at imminent risk of bodily harm or death. The tragic death of Draven Graham, an 11-year-old child on the autistic spectrum, who wandered away from his home, has raised calls across the Province to create a Draven Alert for missing autistic and vulnerable children and children with special needs, since the Amber Alert is only for abducted children. The Draven Alert, will protect vulnerable children who have not been abducted but are at high risk of danger, injury or death and alert the public that they are missing.

4. **Keira's Law**

RESOLUTION NO. CS-CC-22-08-53

Moved by Chair

Seconded by Committee

THAT County Council approve the following resolution regarding expanding Bill C-233, Keira's Law.

WHEREAS Keira's Law is named after four-year-old Keira Kagan, who was killed while in the custody of her father, in 2020; and

WHEREAS, according to the National Judicial Institute, there is no mandatory education for Judges on domestic violence. A formal education program would ensure another line of defense for victims, as well as preventing violence and abuse before it happens; and

WHEREAS voting in favour of "Keira's Law", contained in Private Member's Bill C233, will not only protect victims of violence and children, it will save lives by amending the Judges Act to establish seminars for judges on intimate partner violence and coercive control; and

BE IT RESOLVED THAT the County of Renfrew support Private Member's Bill C-233 "Keira's Law" and calls upon the House of Commons to support Member of Parliament Anju Dhillon's Private Member's Bill C-233, that will raise the level of education on domestic violence and coercive control for federally appointed Judges.

BE IT FURTHER RESOLVED THAT a copy of this resolution be sent to the Right Honourable Justin Trudeau, Prime Minister of Canada; the Honourable Karina Gould, MP, Minister of Families, Children and Social Development; the Honourable Pierre Poilievre, Leader of the Conservative Party of Canada; Yves-Francois Blanchet, MP, Leader of the Bloc Quebecois; Jagmeet Singh, MP, Leader of the New Democratic Party; and MP Cheryl Gallant.

Background

Our Committee received resolutions from the Township of Perry and the Township of Amaranth regarding Bill C-233, Keira's Law. Keira's Law calls upon the House of Commons to support Member of Parliament Anju Dhillon's Private Member's Bill C-233, that will raise the level of education on domestic violence and coercive control for federally appointed Judges.

5. **Upcoming Changes to the Ontario Disability Support Program and the Assistance for Children with Severe Disabilities Program [Strategic Plan Goal #3 (b)]**

RESOLUTION NO. CS-CC-22-09-65

Moved by Chair

Seconded by Committee

THAT County Council approve that the Warden send a letter that outlines the current rates of Ontario Works financial support per residents in Ontario, compared to other rates across Canada and provide comment on how that relates to the current inflation rate and other economic realities in Ontario.

Background

Attached as Appendix II is an email from the Director of the Social Assistance Program Policy Branch outlining details of upcoming program changes. The Ontario Disability Support Program rates and the monthly maximum amount for the Assistance for Children with Severe Disabilities Program will increase by 5% effective September 1, 2022. The 5% increase does not apply to Ontario Works or Temporary Care Allowance. A questions and answers document is attached as Appendix III providing further information regarding the income support changes.

Our Committee discussed the 5% increase to the Ontario Disability Support Program rates and the monthly maximum amount for the Assistance for Children with Severe Disabilities Program, but the fact that this 5% increase does not apply to our most vulnerable receiving Ontario Works or the Temporary Care Allowance is unusual. Our Committee recommended that the County of Renfrew add our support for the ongoing advocacy taking place across Ontario requesting the province to increase rates to keep up with the rising Cost of Living.

BY-LAWS

6. Amendment to By-law 13-15 – County of Renfrew Child Care Service Agreements [Strategic Plan Goal # 3 (b)]

RESOLUTION NO. CS-CC-22-09-62

Moved by Chair

Seconded by Committee

THAT County Council approve that By-law No. 13-15 authorizing the County of Renfrew to enter into an agreement with Licensed Child Care Providers for the purpose of child care services, be amended to enter into an agreement with the following child care agencies:

- Arnprior Heritage Child Care Centre
- Deep Roots Nature & Nursery School

Background

Arnprior Heritage Child Care Centre is a for-profit child care centre that has been operating in the Town of Arnprior since 2015 and is requiring a Fee Subsidy Service Agreement to be able to offer these services within their community.

Deep Roots Nature & Nursery School is a new nature-based, for-profit child care centre that is in the process of becoming licensed to provide a variety of programming within the community of Chalk River and is requiring a Fee Subsidy Service Agreement to offer these services within their community.

7. Amendment to By-law 14-15 – County of Renfrew Special Needs Resourcing Agreements [Strategic Plan Goal # 3 (b)]

RESOLUTION NO. CS-CC-22-09-63

Moved by Chair

Seconded by Committee

THAT County Council approve that By-law No. 14-15 authorizing the County of Renfrew to enter into an agreement with child care agencies and recreation programs for special needs resourcing funding, be amended to enter into a special needs resourcing agreement with the following child care agencies:

- Arnprior Heritage Child Care Centre
- Deep Roots Nature & Nursery School

Background

Arnprior Heritage Child Care Centre is a for-profit child care agency that is requiring a Special Needs Resourcing Agreement for the purpose of offering inclusive child care within their centre, located in Arnprior.

Deep Roots Nature & Nursery School is a new for-profit child care agency that is in the process of becoming licensed and they are requiring a Special Needs Resourcing Agreement for the purpose of offering inclusive child care within their centre, located in Chalk River.

8. Amendment to By-law 15-15 - County of Renfrew Wage Enhancement Agreements [Strategic Plan Goal # 3 (b)]

RESOLUTION NO. CS-CC-22-09-64

Moved by Chair

Seconded by Committee

THAT County Council approve that By-law No. 15-15 be amended to enter into a Wage Enhancement Agreement for the purpose of receiving Wage Enhancement Grant Funding with the following child care agencies:

- Centre éducatif Coeur des Jeunes
- Deep Roots Nature & Nursery School

Background

In 2015, the province of Ontario mandated municipalities with the responsibility to distribute Ministry of Education Wage Enhancement funding to all licensed child care centres.

Centre éducatif Coeur des Jeunes is a Francophone child care centre that is directly operating the daycare located in l'Équinoxe school in Pembroke effective September 1, 2022.

Deep Roots Nature & Nursery School is a new for-profit child care centre in Chalk River that is in the process of becoming licensed.

They are both eligible under provincial guidelines to receive Wage Enhancement Funding. This agreement is separate from all other Child Care and Early Years agreements and does not include provisions for Fee Subsidy or Special Needs Resource Funding.

All of which is respectfully submitted.

James Brose, Chair

And Committee Members: D. Grills, K. Love, C. Regier, J. Reinwald, D. Robinson

Ministry of Education

Minister

315 Front Street West
Toronto ON M7A 0B8**Ministère de l'Éducation**

Ministre

315, rue Front Ouest
Toronto ON M7A 0B8

Ontario

Child Care and Early Years Service System Managers:

I want to thank you for your leadership and partnership, especially during these last two years as we worked together to keep families safe in response to COVID-19.

In March, our government signed a historic deal with the federal government to lower child care fees across Ontario and increase access to high-quality, affordable, child care.

As an important first step of this agreement, we are providing immediate financial relief to all Ontario families with children under the age of six in licensed child care programs enrolled in the Early Learning and Child Care (CWELCC) system. We have made the commitment to parents that they would see their fees reduced by 25% retroactive to April 1, 2022.

We have consulted with parents, along with licensed child care operators, on how the province can better standardize and streamline the CWELCC, as we work to get savings into parents' pocketbooks.

Today, we are implementing that advice by extending the date for licensees to opt-into the CWELCC System from September 1, 2022 to November 1, 2022, to allow licensees additional time to make decisions about enrolment and preserve the rights of parents to fee rebates and reductions.

I am also providing Service System Managers the following direction in order to enhance transparency for child care operators and to ensure that refunds can begin to flow to families as soon as possible:

- System Service Managers to share an example of a standard agreement between a licensee and the Service System Manager for the provision of CWELCC funding available to all licensees no later than August 29, 2022.
- Service System Managers to process applications and confirm eligibility within 10 calendar days of date of application.
- Service System Managers and licensees to execute an agreement within 30 calendar days of date of application, down from 60.
- Licensees to provide rebates to families within 20 calendar days of receiving funding.

.../p.2

This plan will ensure parents continue to benefit from the next increment of savings — 50% on average —as originally scheduled by December 31, 2022.

I want to acknowledge the significant work required to make child care more affordable to families across the province.

Now, more than ever, your continued partnership in the delivery of child care and early years is crucial as we work together to build a system that meets the needs of children, families, service providers and educators.

Thank you for working with us as we ensure parents benefit from affordable childcare and that their children have the best possible start in life.

Sincerely,

A handwritten signature in dark ink, appearing to read 'S. Lecce', written in a cursive style.

Hon. Stephen Lecce
Minister of Education

From: Social Assistance (MCCSS) <Social.Assistance@ontario.ca>

Sent: Thursday, August 25, 2022 10:06:03 AM

To: Social Assistance (MCCSS) <Social.Assistance@ontario.ca>

Subject: Upcoming Changes to the Ontario Disability Support Program and the Assistance for Children with Severe Disability Program

Upcoming Changes to the Ontario Disability Support Program and the Assistance for Children with Severe Disabilities Program

Quick Summary

Ontario Disability Support Program rates and the monthly maximum amount for the Assistance for Children with Severe Disabilities Program will increase by 5% effective September 1, 2022.

FYI for

- Ontario Works Administrators – *Please distribute to Ontario Works Staff*
 - Municipalities and District Social Services Administration Boards
 - First Nations
- Social Assistance Programs Division Directors
- Social Assistance Program Managers
- Social Assistance Program Supervisors
- Ontario Disability Support Program Managers
- Ontario Disability Support Program Staff

What's Happening:

The government will provide a 5% increase to the following rates:

- basic needs and shelter maximums for singles and families
- board and lodge amounts for singles and families
- the amount provided for a couple where both have disabilities (double disabled maximum)
- amounts for services provided by a Long-Term Care Home or a Specialized Care Residence
- the rate table used for calculating the income charge for sponsored immigrants living with their sponsor

The 5% increase also applies to the maximum monthly amount for the Assistance for Children with Severe Disabilities Program. The maximum monthly amount of financial assistance that may be paid on behalf of a child with a severe disability under the ACSD program will increase to \$580 per month per child. The minimum payment of \$25 remains unchanged. Increases to relevant cases will be applied through Social Assistance Management System.

Note that the 5% increase does **not** apply to any of the special purpose allowances or benefits in the Ontario Disability Support Program.

In addition, the 5% increase does **not** apply to Ontario Works.

Key Dates

The Ontario Disability Support Program and the Assistance for Children with Severe Disabilities rate increase will be effective September 1, 2022 and will be reflected in the September 29th payment.

Revised directives for the Ontario Disability Support Program rate increase will be available in October.

More Information

Ontario Disability Support Program [key messages](#) and [Qs & As](#) are attached and are also available on the Social Assistance Extranet to assist staff in answering questions from individuals related to these changes.

Contact

If you have any questions about this communication, please contact James Lee, Manager, Social Assistance Program Policy Branch at james.lee@ontario.ca or 416-399-3547.

Sent from

Laura Belfie, Director, Social Assistance Program Policy Branch

Questions and Answers

Rate Increase for Ontario Disability Support Program

GENERAL QUESTIONS

1. What is the government proposing?

The government is taking immediate action to invest approximately \$900 million over the next four years to increase the rates of income support for the Ontario Disability Support Program by 5%.

The government is also proposing to make ongoing investments to tie future annual increases to inflation starting in 2023–24.

2. Why is the government doing this?

Ontario is experiencing economic shocks due to complex global challenges that are creating significant cost increases of goods and services.

As Ontarians face the rising cost of living, the Ontario government is stepping in to support persons with a disability and their families, who face extra expenses and barriers.

The immediate 5% increase will help support Ontarians that may have limited ability to off-set the rising cost of living from recent inflation and help make life more affordable for persons with a disability. Future increases tied to annual inflation will help reduce long-term impacts of inflation on persons with a disability.

3. When will these changes be implemented?

The immediate 5% increase will be effective September 1, 2022, and recipients of the Ontario Disability Support Program can expect to see the increase on their payments September 29, 2022.

Details on annual increases tied to inflation will follow later in the year.

4. What changes are being made to the Ontario Disability Support Program rates?

Ontario Disability Support Program rates will see a 5% increase to:

- basic needs and shelter maximums for singles and families
- board and lodge rates for singles and families
- the amount provided for a couple where both have disabilities (double disabled maximum)
- amounts for services provided by a Long-Term Care Home or a Specialized Care Residence
- the rate table used for calculating the income charge for sponsored immigrants living with their sponsor

5. What do the amounts for services provided by a Long-Term Care Home, or a Specialized Care Residence include?

The amounts for services provided by a Long-Term Care Home or a Specialized Care Residence refers to the amount that is provided to the long-term care home under the *Long-Term Care Homes Act, 2007* or an intensive support residence or a supported group living residence under the *Services and Supports to Promote the Social Inclusion of Persons with Developmental Disabilities Act, 2008*.

The increase to these rates does **not** include the Personal Needs Allowance which will continue to be \$149 per individual.

6. What allowances/benefits are not changing?

The following Ontario Disability Support Program allowances, and benefits will stay at the current amounts and are not changing:

- Remote Communities Allowance
- Personal Needs Allowance
- Special Boarder Allowance
- Special Diet Allowance
- Pregnancy/Breast Feeding Nutritional Allowance
- all other benefits.

In addition, the 5% increase does **not** apply to rates, allowances, and benefits under the Ontario Works program, including Temporary Care Assistance.

7. How will individuals on social assistance be informed of these changes?

For Ontario Disability Support Program recipients, an informational insert will be included with their monthly payment that is issued on September 29, 2022. This insert will include the ministry's website which will provide more information on these changes.

8. Why isn't the government increasing all social assistance rates for both Ontario Disability Support Program and Ontario Works?

Persons with a disability and their families may be limited in their ability to work and some may face additional costs due to their disability. The government is helping support persons with disabilities that may be particularly sensitive to the increases in costs of living.

9. What is the government doing for Ontario Works?

Ontario Works is a temporary program of last resort that provides financial assistance and employment assistance to help individuals and their families achieve financial independence. The government will continue focusing on improving access to employment and training services for Ontario Works recipients.

There are also a variety of federal and provincial income-tested benefits available to Ontarians, in addition to Ontario Works. These include the Low-Income Individuals and Families Tax Credit (LIFT), which provides up to \$850 each year in Ontario personal income tax relief to low-income workers and the Canada Workers Benefit (CWB), which is a refundable tax credit to help individuals and families who are working and earning a low income.

COUNTY OF RENFREW

BY-LAW NUMBER 108-22

A BY-LAW TO AMEND BY-LAW 13-15 TO AUTHORIZE THE WARDEN AND CLERK TO ENTER INTO A CONTRACT/AGREEMENT WITH LICENSED CHILD CARE PROVIDERS FOR THE PURPOSE OF CHILD CARE SERVICES WITHIN THE COUNTY OF RENFREW

WHEREAS on February 26, 2015, the Corporation of the County of Renfrew enacted By-law 13-15, being a By-law to authorize the Warden and Clerk to enter into a contract/ agreement with licensed child care providers for the purpose of child care services within the County of Renfrew, and as amended on September 26, 2018 and November 24, 2021;

AND WHEREAS the County of Renfrew is the Consolidated Municipal Service Manager, and has a clear responsibility to meet provincial policies and standards, and to be accountable to local taxpayers for the effective management of child care within their service area;

AND WHEREAS it is necessary to enter into a Service Agreement with Arnprior Heritage Child Care Centre and Deep Roots Nature & Nursery School;

NOW THEREFORE BE IT RESOLVED THAT the Council of the Corporation of the County of Renfrew hereby enacts as follows:

1. That the Warden and Clerk are hereby authorized to sign and seal all things, papers and documents necessary or incidental to the execution of this by-law.
2. That the Warden and Clerk are hereby authorized and instructed to enter into a Service Agreement with the following child care providers:
 - Arnprior Heritage Child Care Centre
 - Deep Roots Nature & Nursery School
3. That this by-law come into force and take effect upon the passing thereof.

READ a first time this 28th day of September, 2022.

READ a second time this 28th day of September, 2022.

READ a third time and finally passed this 28th day of September, 2022.

DEBBIE ROBINSON, WARDEN

CRAIG KELLEY, CLERK

SERVICE AGREEMENT

BETWEEN:

**The Municipal Corporation of the County of Renfrew
(the County of Renfrew)**

-and-

**Arnprior Heritage Child Care Centre
(the Service Provider)**

WHEREAS the Corporation of the County of Renfrew has been appointed by the Province of Ontario as the Consolidated/ Municipal Service Manager for the provision of Social Services;

AND WHEREAS the Service Provider has agreed to provide the child care services described herein;

THEREFORE THE PARTIES agree as follows:

1. Definition

Definitions under the *Act* and Regulations

In this Agreement, unless there is something in the subject matter or context inconsistent therewith, terms and expressions used in this Agreement that are defined terms and expressions under the *Act* or Regulations shall have the same meaning as in the *Act* or Regulations.

Definitions under this Agreement

“Agreement” means this Agreement, as may be amended from time to time.

“County Staff” means the staff of the County of Renfrew authorized to exercise the rights and perform the duties of the County of Renfrew under this Agreement.

“Service Provider” means Arnprior Heritage Child Care Centre, providing services in whole or in part under this Agreement.

2. Term

This agreement shall be in force from September 28, 2022, to in perpetuity until it is superseded or replaced by a subsequent agreement, or unless terminated in its entirety by either party giving to the other sixty (60) days advanced written notice to that effect. In the event of termination of this agreement, the Service Provider will refund forthwith

to the County of Renfrew any monies advanced by the County of Renfrew and not expended in accordance with their entitlement.

3. Program

- a. The Service Provider agrees to provide quality licensed child care services in accordance with relevant provincial legislation, the policies, guidelines and requirements of Canada, Ontario and the County of Renfrew's Child Care and Early Years Division Policies and Procedures as amended from time to time.
- b. The Service Provider agrees to expend grant funding allocations and fee subsidy funding provided by the County of Renfrew in accordance with relevant provincial legislation, the policies, guidelines and requirements of Canada, Ontario and the County of Renfrew's Child Care and Early Years Division Policies and Procedures as amended from time to time.
- c. The Service Provider shall be responsive to community need and flexible to meet the needs of families in the area to be served including the provision of part-time care and extended hours of service as required.
- d. The Service Provider shall participate in program quality assessments completed by County staff who are appointed to this function at the discretion of the County of Renfrew.
- e. The Service Provider shall ensure that the nutritional standards are met in accordance with the Paint Your Plate with Vegetables and Fruit: A Toolkit for Child Care Providers available on the Ontario Dietitians in Public Health (ODPH) website at: www.odph.ca/child-care-resources.
- f. The Service Provider shall ensure that all components of the physical environment are maintained, in good repair and that sanitary practices ensure the environment conditions are kept sanitary.
- g. The Service Provider shall participate in staff development opportunities as recommended by the County of Renfrew.

4. Consideration

- a) Fee Subsidy
 - i. The County of Renfrew shall pay to the Service Provider, one month in arrears, a per diem sum (not to exceed the approved County of Renfrew capped rate) for each child enrolled, in receipt of fee subsidy and in attendance in the Service Provider's care.
 - ii. The Service Provider shall submit monthly attendance through the Ontario Child Care Management System (OCCMS).

- iii. Paid fee subsidy rate increases or changes may occur with the approval of the Manager of the County of Renfrew, Child Care and Early Years Division.
- iv. The Service Provider agrees that it shall not charge additional amounts to the parents of children enrolled pursuant to this agreement.
- v. The Service Provider may charge parents additional sums in the event that a child enrolled pursuant to this agreement receives extra hours of care, separately agreed upon.
- vi. The Service Provider will notify the County of Renfrew, Child Care and Early Years Division of any known changes to the fee subsidy clients status (custody, address changes, etc).
- vii. It is understood that, if the Service Provider is in breach of its obligation under the agreement, the County of Renfrew may, as it sees fit, withhold payments to the Service Provider.

b) Grant Funding

- i. The Service Provider shall expend and/or distribute grant funding allocations provided by the County of Renfrew in accordance with relevant provincial legislation, the policies, guidelines and requirements of Canada, Ontario and the County of Renfrew's, Child Care and Early Years Division Policies and Procedures as amended from time to time.
- ii. Unless deemed by the province as mandatory, the County of Renfrew reserves the right to determine the eligibility for grants, priority, amounts, time, and manner of such payments.
- iii. It is understood that, if the Service Provider is in breach of its obligation under the agreement, the County of Renfrew may, as it sees fit, withhold payments to the Service Provider.
- iv. Grant funds that are not utilized in accordance with relevant provincial legislation, the policies, guidelines and requirements of Canada, Ontario and the County of Renfrew's Child Care and Early Years Division Policies and Procedures shall be reimbursed to The County of Renfrew.

5. County of Renfrew Access and Consultation

- a) In order to allow County staff (as designated by the County of Renfrew) to observe and evaluate the services and inspect all records relating to the services provided pursuant to this agreement, the Service Provider shall:

- i. permit County Staff, during regular business hours of the Service Provider or at such other times as the County of Renfrew, in its sole discretion, may deem to be reasonable in the circumstances, to enter any premises used by the Service Provider in connection with the provision of the services pursuant to this agreement;
- ii. permit County Staff, during regular business hours of the Service Provider or at such other times as the County of Renfrew, in its sole discretion, may deem to be reasonable in the circumstances, to enter any premises used by the Service Provider in connection with the evaluation of quality assurance programs as deemed necessary by the County of Renfrew and/or the Province of Ontario;
- iii. make available to the County of Renfrew all relevant attendance and/or financial records;
- iv. allow for the County of Renfrew to copy those records on site, or alternatively, allow for the removal of the aforementioned records by the County of Renfrew for the purpose of copying such records; and
- v. make its staff responsible for providing the services under this agreement available for consultation with the County of Renfrew, upon reasonable request by the County of Renfrew.

6. Reports

- a) The Service Provider shall maintain service records respecting each site where service is being provided in accordance with the Ontario Child Care Management System (OCCMS) and other records required as outlined in the provincial Child Care Management Guidelines and/or County of Renfrew's, Child Care and Early Years Division Policies and Procedures.
- b) The Service Provider shall provide and submit to the County of Renfrew, in a form and substance acceptable to the County of Renfrew, which report shall include program data such as statistics on target achievements and such other information as the County of Renfrew requires.
- c) The Service Provider will also prepare and submit to the County of Renfrew, annually or at any time upon request of the County of Renfrew, a comprehensive report, in a form and substance acceptable to the County of Renfrew, respecting the services being provided that may include, service delivery and employee statistics.

7. Financial Reports

The Service Provider shall:

- a) maintain financial records and books of account respecting services provided pursuant to this agreement for each site where service is being provided and will allow the County of Renfrew or such other persons appointed by the County of Renfrew, at all reasonable times, to inspect and audit such records and books of account both during the term of this agreement and subsequent to its expiration or termination;
- b) if designated as a Commercial/For Profit Service Provider and unless the County of Renfrew indicates otherwise, submit to the County of Renfrew within four (4) months of the Service Provider's financial year end an Audited Financial Statement;
- c) provide and submit to the County of Renfrew on an annual basis or when requested a completed annual Child Care Financial Year End Reconciliation Report as provided to the Service Provider by the County of Renfrew;
- d) adhere to any additional financial reporting requirement in accordance with relevant provincial legislation, the policies, guidelines and requirements of Canada, Ontario and the County of Renfrew's, Child Care and Early Years Division Policies and Procedures as amended from time to time;
- e) retain the records and books of account referred to in section 7(a) above for a period of seven (7) years;
- f) prepare and submit annually, or at any time upon reasonable request, a financial report in such form and containing such information as the County of Renfrew may require;
- g) comply with the County of Renfrew's policies on the treatment of revenues and expenditures; and
- h) complete and maintain daily attendance records, which the County of Renfrew may inspect and audit from time to time as they see fit.

8. Program Records

In the event the Service Provider ceases operations, it shall not, without the prior written consent of the County of Renfrew, dispose of any records related to the services provided for under this agreement.

9. Confidentiality

The Service Provider, its directors, officers, employees, agents and volunteers will hold confidential and will not disclose or release to any person other than the County of Renfrew at any time during or following the term of this agreement, except where required by law, any information or document that tends to identify any individual in receipt of services without first obtaining the written consent of the individual or the

individual's parent or guardian prior to the release or disclosure of such information or document. Where the Service Provider is a municipality or other such institution as defined in the *Municipal Freedom of Information and Protection of Privacy Act*, as amended, the provisions of such Act with respect to the disclosure or release of information shall apply.

10. Indemnification

The Service Provider will, both during and following the term of this agreement, indemnify and save harmless the County of Renfrew, its officers, directors, employees, agents, servants and volunteers from all costs, losses, damages, judgments, claims, demands, suits, actions, complaints or other proceedings in any manner based upon, occasioned by or attributable to anything done or omitted to be done by the Service Provider, its directors, officers, employees, agents, servants or volunteers in connection with services provided, purported to be provided or required to be provided by the Service Provider pursuant to this agreement.

11. Insurance

- a) The Service Provider will obtain and maintain in full force and effect during the term of this agreement, general liability insurance acceptable to the County of Renfrew in an amount not less than two million dollars (\$2,000,000) per occurrence in respect of the services provided pursuant to this agreement.
- b) The general liability insurance policy shall:
 - i. include the County of Renfrew as an additional insured;
 - ii. contain a cross-liability clause endorsement;
 - iii. contain a clause including liability arising out of the agreement; and
 - iv. contain a provision that the County of Renfrew is to be notified by the insurer should the Service Provider fail to make the required premium payments and that the policy shall not be terminated by the insurer until such notice has been provided to the County of Renfrew and the County of Renfrew has been afforded a reasonable time to arrange for the payment of the premiums.
- c) The Service Provider shall provide to the County of Renfrew on or before January 31 of any calendar year proof that the above-noted insurance is in place and, shall, upon request of the County of Renfrew provide such proof of insurance to the County of Renfrew.

12. Freedom of Information

Any information collected by the County of Renfrew pursuant to this agreement is subject to the rights and safeguards provided for in the *Municipal Freedom of Information and Protection of Privacy Act*, and the *Freedom of Information and Protection of Privacy Act*.

13. Human Rights Code

It is a condition of this agreement, and of every agreement entered into pursuant to the performance of this agreement, that no right under s. 5 of *Ontario Human Rights Code*, as amended, will be infringed. Breach of this condition is sufficient grounds for immediate cancellation of this agreement with no further notice required.

14. Disposition

The Service Provider will not, without the prior written consent of the County of Renfrew, sell, change the use or otherwise dispose of any item; furnishing or equipment purchased with County of Renfrew funds pursuant to this agreement and that property purchased with County of Renfrew funds becomes the property of the County of Renfrew. Such written consent may be given subject to such conditions, as the County of Renfrew deems advisable.

15. Severability

If any provision or portion of any provision in this agreement shall be held by a Court of competent jurisdiction to be unenforceable, invalid or illegal, such provision or such portion of the provision shall be severable and shall be deemed to be completed and the remaining provisions or portions shall remain valid and binding.

16. Governing Law

- a) This agreement shall be construed in accordance with and governed by the laws in force in the Province of Ontario and as interpreted by the Courts of that Province.
- b) The parties agree that any legal proceedings in connection with any matter arising from or related to this agreement shall be commenced in the Province of Ontario.

17. Laws

The Service Provider, its directors, officers, employees, agents, volunteers and other representatives, if any, shall at all times comply with any and all applicable federal, provincial and municipal laws, by-laws, ordinances, statutes, rules, regulations and orders and policies and procedures in respect of the performance of this agreement.

18. Notice

Any notice required or desired to be given hereunder shall be delivered in person or sent by prepaid registered mail addressed as follows:

- a) To: The County of Renfrew
 7 International Drive
 Pembroke, ON K8A 6W5
 Attn: Director, Community Services

 Copy to: County of Renfrew, Child Care and Early Years Division
 7 International Drive
 Pembroke, ON K8A 6W5
 Attn: Manager, Child Care and Early Years Division

- b) To: Arnprior Heritage Child Care Centre
 57 McLachlin Street South
 Arnprior, ON K7S 2Z1
 Attn: Administrator

or at such other address as may be furnished in writing from time to time by either party to the other. Any notice mailed as aforementioned by registered mail shall be deemed to have been received three (3) business days after the posting thereof.

19. Amendments

This agreement, nor any provision of this agreement, shall be amended, altered or waived save by a further written agreement and signed by the parties.

IN WITNESS WHEREOF this contract has been signed by an authorized County of Renfrew official on behalf of the County of Renfrew and on behalf of the Service Provider by its proper signing officers.

SIGNED, SEALED AND DELIVERED:

On the _____ day of _____, 2022.

On Behalf of the County of Renfrew:

Witness - County of Renfrew

Warden
County of Renfrew

Witness - County of Renfrew

Chief Administrative Officer/Clerk
County of Renfrew

On Behalf of Arnprior Heritage Child Care Centre:

Witness Signature

Signature

**(Name and Position)

Witness Signature

Signature

**(Name and Position)

- * Witness required where the Service Provider is a sole proprietor or partner in a partnership.
Not required when corporate seal is affixed.
- ** I have the authority to bind the corporation.

SERVICE AGREEMENT

BETWEEN:

**The Municipal Corporation of the County of Renfrew
(the County of Renfrew)**

-and-

**Deep Roots Nature & Nursery School
(the Service Provider)**

WHEREAS the Corporation of the County of Renfrew has been appointed by the Province of Ontario as the Consolidated/ Municipal Service Manager for the provision of Social Services;

AND WHEREAS the Service Provider has agreed to provide the child care services described herein;

THEREFORE THE PARTIES agree as follows:

1. Definition

Definitions under the *Act* and Regulations

In this Agreement, unless there is something in the subject matter or context inconsistent therewith, terms and expressions used in this Agreement that are defined terms and expressions under the *Act* or Regulations shall have the same meaning as in the *Act* or Regulations.

Definitions under this Agreement

“Agreement” means this Agreement, as may be amended from time to time.

“County Staff” means the staff of the County of Renfrew authorized to exercise the rights and perform the duties of the County of Renfrew under this Agreement.

“Service Provider” means Deep Roots Nature & Nursery School, providing services in whole or in part under this Agreement.

2. Term

This agreement shall be in force from September 28, 2022, to in perpetuity until it is superseded or replaced by a subsequent agreement, or unless terminated in its entirety by either party giving to the other sixty (60) days advanced written notice to that effect. In the event of termination of this agreement, the Service Provider will refund forthwith

to the County of Renfrew any monies advanced by the County of Renfrew and not expended in accordance with their entitlement.

3. Program

- a. The Service Provider agrees to provide quality licensed child care services in accordance with relevant provincial legislation, the policies, guidelines and requirements of Canada, Ontario and the County of Renfrew's Child Care and Early Years Division Policies and Procedures as amended from time to time.
- b. The Service Provider agrees to expend grant funding allocations and fee subsidy funding provided by the County of Renfrew in accordance with relevant provincial legislation, the policies, guidelines and requirements of Canada, Ontario and the County of Renfrew's Child Care and Early Years Division Policies and Procedures as amended from time to time.
- c. The Service Provider shall be responsive to community need and flexible to meet the needs of families in the area to be served including the provision of part-time care and extended hours of service as required.
- d. The Service Provider shall participate in program quality assessments completed by County staff who are appointed to this function at the discretion of the County of Renfrew.
- e. The Service Provider shall ensure that the nutritional standards are met in accordance with the Paint Your Plate with Vegetables and Fruit: A Toolkit for Child Care Providers available on the Ontario Dietitians in Public Health (ODPH) website at: www.odph.ca/child-care-resources.
- f. The Service Provider shall ensure that all components of the physical environment are maintained, in good repair and that sanitary practices ensure the environment conditions are kept sanitary.
- g. The Service Provider shall participate in staff development opportunities as recommended by the County of Renfrew.

4. Consideration

- a) Fee Subsidy
 - i. The County of Renfrew shall pay to the Service Provider, one month in arrears, a per diem sum (not to exceed the approved County of Renfrew capped rate) for each child enrolled, in receipt of fee subsidy and in attendance in the Service Provider's care.
 - ii. The Service Provider shall submit monthly attendance through the Ontario Child Care Management System (OCCMS).

- iii. Paid fee subsidy rate increases or changes may occur with the approval of the Manager of the County of Renfrew, Child Care and Early Years Division.
- iv. The Service Provider agrees that it shall not charge additional amounts to the parents of children enrolled pursuant to this agreement.
- v. The Service Provider may charge parents additional sums in the event that a child enrolled pursuant to this agreement receives extra hours of care, separately agreed upon.
- vi. The Service Provider will notify the County of Renfrew, Child Care and Early Years Division of any known changes to the fee subsidy clients status (custody, address changes, etc).
- vii. It is understood that, if the Service Provider is in breach of its obligation under the agreement, the County of Renfrew may, as it sees fit, withhold payments to the Service Provider.

b) Grant Funding

- i. The Service Provider shall expend and/or distribute grant funding allocations provided by the County of Renfrew in accordance with relevant provincial legislation, the policies, guidelines and requirements of Canada, Ontario and the County of Renfrew's, Child Care and Early Years Division Policies and Procedures as amended from time to time.
- ii. Unless deemed by the province as mandatory, the County of Renfrew reserves the right to determine the eligibility for grants, priority, amounts, time, and manner of such payments.
- iii. It is understood that, if the Service Provider is in breach of its obligation under the agreement, the County of Renfrew may, as it sees fit, withhold payments to the Service Provider.
- iv. Grant funds that are not utilized in accordance with relevant provincial legislation, the policies, guidelines and requirements of Canada, Ontario and the County of Renfrew's Child Care and Early Years Division Policies and Procedures shall be reimbursed to The County of Renfrew.

5. County of Renfrew Access and Consultation

- a) In order to allow County staff (as designated by the County of Renfrew) to observe and evaluate the services and inspect all records relating to the services provided pursuant to this agreement, the Service Provider shall:

- i. permit County Staff, during regular business hours of the Service Provider or at such other times as the County of Renfrew, in its sole discretion, may deem to be reasonable in the circumstances, to enter any premises used by the Service Provider in connection with the provision of the services pursuant to this agreement;
- ii. permit County Staff, during regular business hours of the Service Provider or at such other times as the County of Renfrew, in its sole discretion, may deem to be reasonable in the circumstances, to enter any premises used by the Service Provider in connection with the evaluation of quality assurance programs as deemed necessary by the County of Renfrew and/or the Province of Ontario;
- iii. make available to the County of Renfrew all relevant attendance and/or financial records;
- iv. allow for the County of Renfrew to copy those records on site, or alternatively, allow for the removal of the aforementioned records by the County of Renfrew for the purpose of copying such records; and
- v. make its staff responsible for providing the services under this agreement available for consultation with the County of Renfrew, upon reasonable request by the County of Renfrew.

6. Reports

- a) The Service Provider shall maintain service records respecting each site where service is being provided in accordance with the Ontario Child Care Management System (OCCMS) and other records required as outlined in the provincial Child Care Management Guidelines and/or County of Renfrew's, Child Care and Early Years Division Policies and Procedures.
- b) The Service Provider shall provide and submit to the County of Renfrew, in a form and substance acceptable to the County of Renfrew, which report shall include program data such as statistics on target achievements and such other information as the County of Renfrew requires.
- c) The Service Provider will also prepare and submit to the County of Renfrew, annually or at any time upon request of the County of Renfrew, a comprehensive report, in a form and substance acceptable to the County of Renfrew, respecting the services being provided that may include, service delivery and employee statistics.

7. Financial Reports

The Service Provider shall:

- a) maintain financial records and books of account respecting services provided pursuant to this agreement for each site where service is being provided and will allow the County of Renfrew or such other persons appointed by the County of Renfrew, at all reasonable times, to inspect and audit such records and books of account both during the term of this agreement and subsequent to its expiration or termination;
- b) if designated as a Commercial/For Profit Service Provider and unless the County of Renfrew indicates otherwise, submit to the County of Renfrew within four (4) months of the Service Provider's financial year end an Audited Financial Statement;
- c) provide and submit to the County of Renfrew on an annual basis or when requested a completed annual Child Care Financial Year End Reconciliation Report as provided to the Service Provider by the County of Renfrew;
- d) adhere to any additional financial reporting requirement in accordance with relevant provincial legislation, the policies, guidelines and requirements of Canada, Ontario and the County of Renfrew's, Child Care and Early Years Division Policies and Procedures as amended from time to time;
- e) retain the records and books of account referred to in section 7(a) above for a period of seven (7) years;
- f) prepare and submit annually, or at any time upon reasonable request, a financial report in such form and containing such information as the County of Renfrew may require;
- g) comply with the County of Renfrew's policies on the treatment of revenues and expenditures; and
- h) complete and maintain daily attendance records, which the County of Renfrew may inspect and audit from time to time as they see fit.

8. Program Records

In the event the Service Provider ceases operations, it shall not, without the prior written consent of the County of Renfrew, dispose of any records related to the services provided for under this agreement.

9. Confidentiality

The Service Provider, its directors, officers, employees, agents and volunteers will hold confidential and will not disclose or release to any person other than the County of Renfrew at any time during or following the term of this agreement, except where required by law, any information or document that tends to identify any individual in receipt of services without first obtaining the written consent of the individual or the

individual's parent or guardian prior to the release or disclosure of such information or document. Where the Service Provider is a municipality or other such institution as defined in the *Municipal Freedom of Information and Protection of Privacy Act*, as amended, the provisions of such Act with respect to the disclosure or release of information shall apply.

10. Indemnification

The Service Provider will, both during and following the term of this agreement, indemnify and save harmless the County of Renfrew, its officers, directors, employees, agents, servants and volunteers from all costs, losses, damages, judgments, claims, demands, suits, actions, complaints or other proceedings in any manner based upon, occasioned by or attributable to anything done or omitted to be done by the Service Provider, its directors, officers, employees, agents, servants or volunteers in connection with services provided, purported to be provided or required to be provided by the Service Provider pursuant to this agreement.

11. Insurance

- a) The Service Provider will obtain and maintain in full force and effect during the term of this agreement, general liability insurance acceptable to the County of Renfrew in an amount not less than two million dollars (\$2,000,000) per occurrence in respect of the services provided pursuant to this agreement.
- b) The general liability insurance policy shall:
 - i. include the County of Renfrew as an additional insured;
 - ii. contain a cross-liability clause endorsement;
 - iii. contain a clause including liability arising out of the agreement; and
 - iv. contain a provision that the County of Renfrew is to be notified by the insurer should the Service Provider fail to make the required premium payments and that the policy shall not be terminated by the insurer until such notice has been provided to the County of Renfrew and the County of Renfrew has been afforded a reasonable time to arrange for the payment of the premiums.
- c) The Service Provider shall provide to the County of Renfrew on or before January 31 of any calendar year proof that the above-noted insurance is in place and, shall, upon request of the County of Renfrew provide such proof of insurance to the County of Renfrew.

12. Freedom of Information

Any information collected by the County of Renfrew pursuant to this agreement is subject to the rights and safeguards provided for in the *Municipal Freedom of Information and Protection of Privacy Act*, and the *Freedom of Information and Protection of Privacy Act*.

13. Human Rights Code

It is a condition of this agreement, and of every agreement entered into pursuant to the performance of this agreement, that no right under s. 5 of *Ontario Human Rights Code*, as amended, will be infringed. Breach of this condition is sufficient grounds for immediate cancellation of this agreement with no further notice required.

14. Disposition

The Service Provider will not, without the prior written consent of the County of Renfrew, sell, change the use or otherwise dispose of any item; furnishing or equipment purchased with County of Renfrew funds pursuant to this agreement and that property purchased with County of Renfrew funds becomes the property of the County of Renfrew. Such written consent may be given subject to such conditions, as the County of Renfrew deems advisable.

15. Severability

If any provision or portion of any provision in this agreement shall be held by a Court of competent jurisdiction to be unenforceable, invalid or illegal, such provision or such portion of the provision shall be severable and shall be deemed to be completed and the remaining provisions or portions shall remain valid and binding.

16. Governing Law

- a) This agreement shall be construed in accordance with and governed by the laws in force in the Province of Ontario and as interpreted by the Courts of that Province.
- b) The parties agree that any legal proceedings in connection with any matter arising from or related to this agreement shall be commenced in the Province of Ontario.

17. Laws

The Service Provider, its directors, officers, employees, agents, volunteers and other representatives, if any, shall at all times comply with any and all applicable federal, provincial and municipal laws, by-laws, ordinances, statutes, rules, regulations and orders and policies and procedures in respect of the performance of this agreement.

18. Notice

Any notice required or desired to be given hereunder shall be delivered in person or sent by prepaid registered mail addressed as follows:

- a) To: The County of Renfrew
 7 International Drive
 Pembroke, ON K8A 6W5
 Attn: Director, Community Services

 Copy to: County of Renfrew, Child Care and Early Years Division
 7 International Drive
 Pembroke, ON K8A 6W5
 Attn: Manager, Child Care and Early Years Division

- b) To: Deep Roots Nature & Nursery School
 19 Railway Street
 Chalk River, ON K0J 1J0
 Attn: Administrator

or at such other address as may be furnished in writing from time to time by either party to the other. Any notice mailed as aforementioned by registered mail shall be deemed to have been received three (3) business days after the posting thereof.

19. Amendments

This agreement, nor any provision of this agreement, shall be amended, altered or waived save by a further written agreement and signed by the parties.

IN WITNESS WHEREOF this contract has been signed by an authorized County of Renfrew official on behalf of the County of Renfrew and on behalf of the Service Provider by its proper signing officers.

SIGNED, SEALED AND DELIVERED:

On the _____ day of _____, 2022.

On Behalf of the County of Renfrew:

Witness - County of Renfrew

Warden
County of Renfrew

Witness - County of Renfrew

Chief Administrative Officer/Clerk
County of Renfrew

On Behalf of Deep Roots Nature & Nursery School:

Witness Signature

Signature

**(Name and Position)

Witness Signature

Signature

**(Name and Position)

- * Witness required where the Service Provider is a sole proprietor or partner in a partnership.
Not required when corporate seal is affixed.
- ** I have the authority to bind the corporation.

COUNTY OF RENFREW

BY-LAW NUMBER 109-22

**A BY-LAW TO AMEND A BY-LAW 14-15 TO AUTHORIZE ENTERING INTO AGREEMENTS WITH
CHILD CARE AGENCIES AND RECREATION PROGRAMS FOR SPECIAL NEEDS RESOURCING
FUNDING**

WHEREAS on February 26, 2015, the Corporation of the County of Renfrew enacted By-law 14-15, being a By-law to authorize entering into agreements with child care agencies and recreation programs for special needs resourcing funding, as amended on September 26, 2018;

WHEREAS the Municipal Act, 2001, S.O. 2001 c.25 authorizes Council to enter into agreements;

AND WHEREAS it is necessary to enter into a Special Needs Resourcing Funding Agreement with Arnprior Heritage Child Care Centre and Deep Roots Nature & Nursery School;

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

1. That the County of Renfrew enters into a Special Needs Resourcing Funding Agreement with the following licensed child care agencies:
 - Arnprior Heritage Child Care Centre
 - Deep Roots Nature & Nursery School
2. That the Warden and Clerk are hereby empowered to do and execute all things, papers and documents necessary to the execution of this by-law.
4. That this by-law shall come into force and take effect upon the passing thereof.

READ a first time this 28th day of September 2022.

READ a second time this 28th day of September 2022.

READ a third time and finally passed this 28th day of September 2022.

SPECIAL NEEDS RESOURCING FUNDING AGREEMENT

BETWEEN:

**The Municipal Corporation of the County of Renfrew
(the County)**

-and-

**Arnprior Heritage Child Care Centre
(the Service Provider)**

WHEREAS the Corporation of the County of Renfrew has been appointed by the Province of Ontario as the Consolidated Municipal Service Manager for the provision of Social Services;

AND WHEREAS the Service Provider has agreed to provide the child care services described herein;

THEREFORE THE PARTIES agree as follows:

1. Definition

Definitions under the *Act* and Regulations

In this Agreement, unless there is something in the subject matter or context inconsistent therewith, terms and expressions used in this Agreement that are defined terms and expressions under the *Act* or Regulations shall have the same meaning as in the *Act* or Regulations.

Definitions under this Agreement

“Agreement” means this Agreement, as may be amended from time to time.

“County Staff” means the staff of the County of Renfrew authorized to exercise the rights and perform the duties of the County of Renfrew under this Agreement.

“Service Provider” means Arnprior Heritage Child Care Centre, providing services in whole or in part under this Agreement.

2. Term

This agreement shall be in force from September 28, 2022, to in perpetuity until it is superseded or replaced by a subsequent agreement, or unless terminated in its entirety by either party giving to the other sixty (60) days advanced written notice to that effect.

In the event of termination of this agreement, the Service Provider will refund forthwith to the County of Renfrew any monies advanced by the County of Renfrew and not expended in accordance with their entitlement.

3. Program

- The Service Provider agrees to provide quality inclusive licensed child care services in accordance with relevant provincial legislation, the policies, guidelines and requirements of Canada, Ontario and the County of Renfrew's Child Care and Early Years Division Policies and Procedures as amended from time to time.
- The Service Provider agrees to hire special needs resource staff to supplement the quality licensed child care services it provides in accordance with the relevant provincial legislation, the policies, guidelines and requirements of Canada, Ontario and the County's Child Care and Early Years Division Policies and Procedures as amended from time to time. Staff hired will be a support to the program and will be considered above and beyond the staff/child ratio set out in the relevant provincial legislation.
- Hiring, supervising and training of the staff will be the responsibility of the individual Child Care Program.
- The Service Provider agrees to provide ongoing implementation of recommendations provided by the Child Care and Early Years Division.
- The Service Provider agrees to participate in training and development opportunities provided by the Child Care and Early Years Division.

4. Consideration

The County shall pay to the Service Provider, one month in arrears, an hourly rate for hours approved for the child as contained in the individual Resource Funding Agreement for each child.

5. County Access, Consultation and Recommendations

- a) In order to allow the County staff (as designated by the County of Renfrew) to observe and evaluate the services and inspect all records relating to the services provided pursuant to this agreement, the Service Provider shall:
 - i. permit County Staff, during regular business hours of the Service Provider or at such other times as the County of Renfrew, in its sole discretion, may deem to be reasonable in the circumstances, to enter any premises used by the Service Provider in connection with the provision of the services pursuant to this agreement;

- ii. permit County Staff, during regular business hours of the Service Provider or at such other times as the County of Renfrew, in its sole discretion, may deem to be reasonable in the circumstances, to enter any premises used by the Service Provider in connection with the evaluation of quality assurance programs as deemed necessary by the County of Renfrew and/or the Province of Ontario;
- iii. make available to the County all relevant financial records including but not limited to staff time sheets (hours worked), child attendance sheets and monthly expense reports as provided by the County;
- iv. allow for the County to copy those records on site, or alternatively, allow for the removal of the aforementioned records by the County for the purpose of copying such records;
- v. make its staff responsible for providing the services under this agreement available for consultation with the County, upon reasonable request by the County; and
- vi. once the County has obtained access to and has reviewed the aforementioned records, and has consulted with the Service Provider, all as described above, the County may make recommendations to the Service Provider with respect to any matters related to this Agreement, including the proper use of funding provided under this Agreement, activities of the staff hired as a result of funds provided under this Agreement, proper accounting and oversight methods and procedures or any other matter that the County deems necessary. The Service Provider agrees to immediately implement and to abide by any such recommendations made by the County.

6. Reports

The Service Provider shall prepare and submit to the County, within 5 days following the end of a calendar month, a Monthly Expense/Statistical Report reflecting actual monthly costs for the previous month as well.

- a) The Service Provider shall maintain service records as outlined respecting each site where funding is being provided.
- b) The Service Provider will also prepare and submit to the County of Renfrew, annually or at any time upon request of the County of Renfrew, a comprehensive report, in a form and substance acceptable to the County of Renfrew, respecting the services being provided that may include, service delivery and employee statistics.

7. Financial Reports

The Service Provider shall:

- a) maintain financial records and books of account respecting services provided pursuant to this agreement for each site where service is being provided and will allow the County of Renfrew or such other persons appointed by the County of Renfrew, at all reasonable times, to inspect and audit such records and books of account both during the term of this agreement and subsequent to its expiration or termination;
- b) if designated as a Commercial/For Profit Service Provider and unless the County of Renfrew indicates otherwise, submit to the County of Renfrew within four (4) months of the Service Provider's financial year end an Audited Financial Statement;
- c) provide and submit to the County of Renfrew on an annual basis or when requested a completed annual Child Care Financial Year End Reconciliation Report as provided to the Service Provider by the County of Renfrew;
- d) adhere to any additional financial reporting requirement in accordance with relevant provincial legislation, the policies, guidelines and requirements of Canada, Ontario and the County of Renfrew's Child Care and Early Years Division Policies and Procedures as amended from time to time;
- e) retain the records and books of account referred to in section 7(a) above for a period of seven (7) years;
- f) prepare and submit annually, or at any time upon reasonable request, a financial report in such form and containing such information as the County of Renfrew may require;
- g) comply with the County of Renfrew's policies on the treatment of revenues and expenditures; and
- h) complete and maintain daily attendance records, which the County of Renfrew may inspect and audit from time to time as they see fit.

8. Program Records

In the event the Service Provider ceases operations, it shall not, dispose of any records related to the services provided for under this agreement as per section 7(b).

9. Confidentiality

The Service Provider, its directors, officers, employees, agents and volunteers will hold confidential and will not disclose or release to any person other than the County at any time during or following the term of this agreement, except where required by law, any information or document that tends to identify any individual in receipt of services without first obtaining the written consent of the individual or the individual's parent or guardian prior to the release or disclosure of such information or document. Where the Service Provider is a municipality or other such institution as defined in the *Municipal Freedom of Information and Protection of Privacy Act*, as amended, the provisions of such Act with respect to the disclosure or release of information shall apply.

10. Indemnification

The Service Provider will, both during and following the term of this agreement, indemnify and save harmless the County, its officers, directors, employees, agents, servants and volunteers from all costs, losses, damages, judgments, claims, demands, suits, actions, complaints or other proceedings in any manner based upon, occasioned by or attributable to anything done or omitted to be done by the Service Provider, its directors, officers, employees, agents, servants or volunteers in connection with services provided, purported to be provided or required to be provided by the Service Provider pursuant to this agreement.

11. Insurance

- a) The Service Provider will obtain and maintain in full force and effect during the term of this agreement, general liability insurance acceptable to the County in an amount not less than two million dollars (\$2,000,000) per occurrence in respect of the services provided pursuant to this agreement.
- b) The general liability insurance policy shall:
 - i. include the County of Renfrew as an additional insured;
 - ii. contain a cross-liability clause endorsement;
 - iii. contain a clause including liability arising out of the agreement; and
 - iv. contain a provision that the County of Renfrew is to be notified by the insurer should the Service Provider fail to make the required premium payments and that the policy shall not be terminated by the insurer until such notice has been provided to the County of Renfrew and the County of Renfrew has been afforded a reasonable time to arrange for the payment of the premiums.

- c) The Service Provider shall provide to the County of Renfrew on or before January 31 of any calendar year proof that the above-noted insurance is in place and, shall, upon request of the County of Renfrew provide such proof of insurance to the County of Renfrew.

12. Freedom of Information

Any information collected by the County of Renfrew pursuant to this agreement is subject to the rights and safeguards provided for in the *Municipal Freedom of Information and Protection of Privacy Act*, and the *Freedom of Information and Protection of Privacy Act*.

13. Human Rights Code

It is a condition of this agreement, and of every agreement entered into pursuant to the performance of this agreement, that no right under s. 5 of *Ontario Human Rights Code*, as amended, will be infringed. Breach of this condition is sufficient grounds for immediate cancellation of this agreement with no further notice required.

14. Disposition

The Service Provider will not, without the prior written consent of the County of Renfrew, sell, change the use or otherwise dispose of any item; furnishing or equipment purchased with County of Renfrew funds pursuant to this agreement and that property purchased with County of Renfrew funds becomes the property of the County of Renfrew. Such written consent may be given subject to such conditions, as the County of Renfrew deems advisable.

15. Severability

If any provision or portion of any provision in this agreement shall be held by a Court of competent jurisdiction to be unenforceable, invalid or illegal, such provision or such portion of the provision shall be severable and shall be deemed to be completed and the remaining provisions or portions shall remain valid and binding.

16. Governing Law

- a) This agreement shall be construed in accordance with and governed by the laws in force in the Province of Ontario and as interpreted by the Courts of that Province.
- b) The parties agree that any legal proceedings in connection with any matter arising from or related to this agreement shall be commenced in the Province of Ontario.

17. Laws

The Service Provider, its directors, officers, employees, agents, volunteers and other representatives, if any, shall at all times comply with any and all applicable federal, provincial and municipal laws, by-laws, ordinances, statutes, rules, regulations and orders and policies and procedures in respect of the performance of this agreement.

18. Notice

Any notice required or desired to be given hereunder shall be delivered in person or sent by prepaid registered mail addressed as follows:

- a) To: The County of Renfrew
 7 International Drive
 Pembroke, ON K8A 6W5
 Attn: Director, Community Services
- Copy to: County of Renfrew Child Care and Early Years Division
 7 International Drive
 Pembroke, ON K8A 6W5
 Attn: Manager, Child Care and Early Years Division
- b) To: Arnprior Heritage Child Care Centre
 57 McLachlin Street South
 Arnprior, ON K7S 2Z1
 Attn: Administrator

or at such other address as may be furnished in writing from time to time by either party to the other. Any notice mailed as aforementioned by registered mail shall be deemed to have been received three (3) business days after the posting thereof.

19. Amendments

This agreement, nor any provision of this agreement, shall be amended, altered or waived save by a further written agreement and signed by the parties.

IN WITNESS WHEREOF this contract has been signed by an authorized County of Renfrew official on behalf of the County of Renfrew and on behalf of the Service Provider by its proper signing officers.

SIGNED, SEALED AND DELIVERED:

On the _____ day of _____, 2022

On Behalf of the County of Renfrew:

Witness - County of Renfrew

Warden
County of Renfrew

Witness - County of Renfrew

Chief Administrative Officer/Clerk
County of Renfrew

On Behalf of Arnprior Heritage Child Care Centre:

Witness Signature

Signature

**(Name and Position)

Witness Signature

Signature

**(Name and Position)

* Witness required where the Service Provider is a sole proprietor or partner in a partnership.
Not required when corporate seal is affixed.

** I have the authority to bind the corporation.

SPECIAL NEEDS RESOURCING FUNDING AGREEMENT

BETWEEN:

**The Municipal Corporation of the County of Renfrew
(the County)**

-and-

**Deep Roots Nature & Nursery School
(the Service Provider)**

WHEREAS the Corporation of the County of Renfrew has been appointed by the Province of Ontario as the Consolidated Municipal Service Manager for the provision of Social Services;

AND WHEREAS the Service Provider has agreed to provide the child care services described herein;

THEREFORE THE PARTIES agree as follows:

1. Definition

Definitions under the *Act* and Regulations

In this Agreement, unless there is something in the subject matter or context inconsistent therewith, terms and expressions used in this Agreement that are defined terms and expressions under the *Act* or Regulations shall have the same meaning as in the *Act* or Regulations.

Definitions under this Agreement

“Agreement” means this Agreement, as may be amended from time to time.

“County Staff” means the staff of the County of Renfrew authorized to exercise the rights and perform the duties of the County of Renfrew under this Agreement.

“Service Provider” means Deep Roots Nature & Nursery School, providing services in whole or in part under this Agreement.

2. Term

This agreement shall be in force from September 28, 2022, to in perpetuity until it is superseded or replaced by a subsequent agreement, or unless terminated in its entirety by either party giving to the other sixty (60) days advanced written notice to that effect.

In the event of termination of this agreement, the Service Provider will refund forthwith to the County of Renfrew any monies advanced by the County of Renfrew and not expended in accordance with their entitlement.

3. Program

- The Service Provider agrees to provide quality inclusive licensed child care services in accordance with relevant provincial legislation, the policies, guidelines and requirements of Canada, Ontario and the County of Renfrew's Child Care and Early Years Division Policies and Procedures as amended from time to time.
- The Service Provider agrees to hire special needs resource staff to supplement the quality licensed child care services it provides in accordance with the relevant provincial legislation, the policies, guidelines and requirements of Canada, Ontario and the County's Child Care and Early Years Division Policies and Procedures as amended from time to time. Staff hired will be a support to the program and will be considered above and beyond the staff/child ratio set out in the relevant provincial legislation.
- Hiring, supervising and training of the staff will be the responsibility of the individual Child Care Program.
- The Service Provider agrees to provide ongoing implementation of recommendations provided by the Child Care and Early Years Division.
- The Service Provider agrees to participate in training and development opportunities provided by the Child Care and Early Years Division.

4. Consideration

The County shall pay to the Service Provider, one month in arrears, an hourly rate for hours approved for the child as contained in the individual Resource Funding Agreement for each child.

5. County Access, Consultation and Recommendations

- a) In order to allow the County staff (as designated by the County of Renfrew) to observe and evaluate the services and inspect all records relating to the services provided pursuant to this agreement, the Service Provider shall:
 - i. permit County Staff, during regular business hours of the Service Provider or at such other times as the County of Renfrew, in its sole discretion, may deem to be reasonable in the circumstances, to enter any premises used by the Service Provider in connection with the provision of the services pursuant to this agreement;

- ii. permit County Staff, during regular business hours of the Service Provider or at such other times as the County of Renfrew, in its sole discretion, may deem to be reasonable in the circumstances, to enter any premises used by the Service Provider in connection with the evaluation of quality assurance programs as deemed necessary by the County of Renfrew and/or the Province of Ontario;
- iii. make available to the County all relevant financial records including but not limited to staff time sheets (hours worked), child attendance sheets and monthly expense reports as provided by the County;
- iv. allow for the County to copy those records on site, or alternatively, allow for the removal of the aforementioned records by the County for the purpose of copying such records;
- v. make its staff responsible for providing the services under this agreement available for consultation with the County, upon reasonable request by the County; and
- vi. once the County has obtained access to and has reviewed the aforementioned records, and has consulted with the Service Provider, all as described above, the County may make recommendations to the Service Provider with respect to any matters related to this Agreement, including the proper use of funding provided under this Agreement, activities of the staff hired as a result of funds provided under this Agreement, proper accounting and oversight methods and procedures or any other matter that the County deems necessary. The Service Provider agrees to immediately implement and to abide by any such recommendations made by the County.

6. Reports

The Service Provider shall prepare and submit to the County, within 5 days following the end of a calendar month, a Monthly Expense/Statistical Report reflecting actual monthly costs for the previous month as well.

- a) The Service Provider shall maintain service records as outlined respecting each site where funding is being provided.
- b) The Service Provider will also prepare and submit to the County of Renfrew, annually or at any time upon request of the County of Renfrew, a comprehensive report, in a form and substance acceptable to the County of Renfrew, respecting the services being provided that may include, service delivery and employee statistics.

7. Financial Reports

The Service Provider shall:

- a) maintain financial records and books of account respecting services provided pursuant to this agreement for each site where service is being provided and will allow the County of Renfrew or such other persons appointed by the County of Renfrew, at all reasonable times, to inspect and audit such records and books of account both during the term of this agreement and subsequent to its expiration or termination;
- b) if designated as a Commercial/For Profit Service Provider and unless the County of Renfrew indicates otherwise, submit to the County of Renfrew within four (4) months of the Service Provider's financial year end an Audited Financial Statement;
- c) provide and submit to the County of Renfrew on an annual basis or when requested a completed an annual Child Care Financial Year End Reconciliation Report as provided to the Service Provider by the County of Renfrew;
- d) adhere to any additional financial reporting requirement in accordance with relevant provincial legislation, the policies, guidelines and requirements of Canada, Ontario and the County of Renfrew's Child Care and Early Years Division Policies and Procedures as amended from time to time;
- e) retain the records and books of account referred to in section 7(a) above for a period of seven (7) years;
- f) prepare and submit annually, or at any time upon reasonable request, a financial report in such form and containing such information as the County of Renfrew may require;
- g) comply with the County of Renfrew's policies on the treatment of revenues and expenditures; and
- h) complete and maintain daily attendance records, which the County of Renfrew may inspect and audit from time to time as they see fit.

8. Program Records

In the event the Service Provider ceases operations, it shall not, dispose of any records related to the services provided for under this agreement as per section 7(b).

9. Confidentiality

The Service Provider, its directors, officers, employees, agents and volunteers will hold confidential and will not disclose or release to any person other than the County at any time during or following the term of this agreement, except where required by law, any information or document that tends to identify any individual in receipt of services without first obtaining the written consent of the individual or the individual's parent or guardian prior to the release or disclosure of such information or document. Where the Service Provider is a municipality or other such institution as defined in the *Municipal Freedom of Information and Protection of Privacy Act*, as amended, the provisions of such Act with respect to the disclosure or release of information shall apply.

10. Indemnification

The Service Provider will, both during and following the term of this agreement, indemnify and save harmless the County, its officers, directors, employees, agents, servants and volunteers from all costs, losses, damages, judgments, claims, demands, suits, actions, complaints or other proceedings in any manner based upon, occasioned by or attributable to anything done or omitted to be done by the Service Provider, its directors, officers, employees, agents, servants or volunteers in connection with services provided, purported to be provided or required to be provided by the Service Provider pursuant to this agreement.

11. Insurance

- a) The Service Provider will obtain and maintain in full force and effect during the term of this agreement, general liability insurance acceptable to the County in an amount not less than two million dollars (\$2,000,000) per occurrence in respect of the services provided pursuant to this agreement.
- b) The general liability insurance policy shall:
 - i. include the County of Renfrew as an additional insured;
 - ii. contain a cross-liability clause endorsement;
 - iii. contain a clause including liability arising out of the agreement; and
 - iv. contain a provision that the County of Renfrew is to be notified by the insurer should the Service Provider fail to make the required premium payments and that the policy shall not be terminated by the insurer until such notice has been provided to the County of Renfrew and the County of Renfrew has been afforded a reasonable time to arrange for the payment of the premiums.

- c) The Service Provider shall provide to the County of Renfrew on or before January 31 of any calendar year proof that the above-noted insurance is in place and, shall, upon request of the County of Renfrew provide such proof of insurance to the County of Renfrew.

12. Freedom of Information

Any information collected by the County of Renfrew pursuant to this agreement is subject to the rights and safeguards provided for in the *Municipal Freedom of Information and Protection of Privacy Act*, and the *Freedom of Information and Protection of Privacy Act*.

13. Human Rights Code

It is a condition of this agreement, and of every agreement entered into pursuant to the performance of this agreement, that no right under s. 5 of *Ontario Human Rights Code*, as amended, will be infringed. Breach of this condition is sufficient grounds for immediate cancellation of this agreement with no further notice required.

14. Disposition

The Service Provider will not, without the prior written consent of the County of Renfrew, sell, change the use or otherwise dispose of any item; furnishing or equipment purchased with County of Renfrew funds pursuant to this agreement and that property purchased with County of Renfrew funds becomes the property of the County of Renfrew. Such written consent may be given subject to such conditions, as the County of Renfrew deems advisable.

15. Severability

If any provision or portion of any provision in this agreement shall be held by a Court of competent jurisdiction to be unenforceable, invalid or illegal, such provision or such portion of the provision shall be severable and shall be deemed to be completed and the remaining provisions or portions shall remain valid and binding.

16. Governing Law

- a) This agreement shall be construed in accordance with and governed by the laws in force in the Province of Ontario and as interpreted by the Courts of that Province.
- b) The parties agree that any legal proceedings in connection with any matter arising from or related to this agreement shall be commenced in the Province of Ontario.

17. Laws

The Service Provider, its directors, officers, employees, agents, volunteers and other representatives, if any, shall at all times comply with any and all applicable federal, provincial and municipal laws, by-laws, ordinances, statutes, rules, regulations and orders and policies and procedures in respect of the performance of this agreement.

18. Notice

Any notice required or desired to be given hereunder shall be delivered in person or sent by prepaid registered mail addressed as follows:

- a) To: The County of Renfrew
7 International Drive
Pembroke, ON K8A 6W5
Attn: Director, Community Services
- Copy to: County of Renfrew Child Care and Early Years Division
7 International Drive
Pembroke, ON K8A 6W5
Attn: Manager, Child Care and Early Years Division
- b) To: Deep Roots Nature & Nursery School
19 Railway Street
Chalk River, ON K0J 1J0
Attn: Administrator

or at such other address as may be furnished in writing from time to time by either party to the other. Any notice mailed as aforementioned by registered mail shall be deemed to have been received three (3) business days after the posting thereof.

19. Amendments

This agreement, nor any provision of this agreement, shall be amended, altered or waived save by a further written agreement and signed by the parties.

IN WITNESS WHEREOF this contract has been signed by an authorized County of Renfrew official on behalf of the County of Renfrew and on behalf of the Service Provider by its proper signing officers.

SIGNED, SEALED AND DELIVERED:

On the _____ day of _____, 2022

On Behalf of the County of Renfrew:

Witness - County of Renfrew

Warden
County of Renfrew

Witness - County of Renfrew

Chief Administrative Officer/Clerk
County of Renfrew

On Behalf of Deep Roots Nature & Nursery School:

Witness Signature

Signature

**(Name and Position)

Witness Signature

Signature

**(Name and Position)

* Witness required where the Service Provider is a sole proprietor or partner in a partnership.
Not required when corporate seal is affixed.

** I have the authority to bind the corporation.

COUNTY OF RENFREW

BY-LAW NUMBER 110-22

A BY-LAW TO AMEND BY-LAW 15-15 - AUTHORIZE THE WARDEN AND CLERK TO ENTER INTO A CONTRACT/AGREEMENT WITH LICENSED CHILD CARE PROVIDERS FOR THE PURPOSE OF WAGE ENHANCEMENT/HOME CHILD CARE ENHANCEMENT GRANT FUNDING

WHEREAS the Municipal Act, 2001, S.O. 2001, as amended, authorizes Council to enter into agreements;

AND WHEREAS on February 26, 2015, the Corporation of the County of Renfrew enacted By-law No. 15-15, being a By-law to enter into a contract/agreement with Licensed Child Care Providers for the purpose of Wage Enhancement/Home Child Care Enhancement Funding;

AND WHEREAS it is deemed desirable to enter into a service contract/agreement between the County of Renfrew and the following Licensed Child Care Providers by the Province of Ontario for the purpose of receiving Wage Enhancement/Home Child Care Enhancement Grant funding:

- Centre éducatif Coeur des Jeunes
- Deep Roots Nature & Nursery School

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

1. That the Warden and Clerk are hereby authorized and instructed to enter into a service contract/agreement with the following child care providers:
 - Centre éducatif Coeur des Jeunes
 - Deep Roots Nature & Nursery School
2. That this By-law shall come into force and take effect upon the passing thereof.

READ a first time this 28th day of September, 2022.

READ a second time this 28th day of September, 2022.

READ a third time and finally passed this 28th day of September, 2022.

DEBBIE ROBINSON, WARDEN

CRAIG KELLEY, CLERK

WAGE ENHANCEMENT/HOME CHILD CARE ENHANCEMENT GRANT SERVICE AGREEMENT

BETWEEN:

**The Municipal Corporation of the County of Renfrew
(the County of Renfrew)**

-and-

**Centre éducatif Coeur des Jeunes
(the Service Provider)**

WHEREAS the Corporation of the County of Renfrew has been appointed by the Province of Ontario as the Consolidated /Municipal Service Manager for the provision of Social Services:

AND WHEREAS the Service Provider has agreed to provide Wage Enhancement/Home Child Care Enhancement Grant funding allocations provided by the County of Renfrew in accordance with relevant provincial legislation, the policies, guidelines and requirements of Canada, Ontario and the County of Renfrew's Child Care Policies and Procedures as amended from time to time.

THEREFORE THE PARTIES agree as follows:

1. Definition

Definitions under the *Act* and Regulations

In this Agreement, unless there is something in the subject matter or context inconsistent therewith, terms and expressions used in this Agreement that are defined terms and expressions under the *Act* or Regulations shall have the same meaning as in the *Act* or Regulations.

Definitions under this Agreement

"Agreement" means this Agreement, as may be amended from time to time.

"County Staff" means the staff of the County of Renfrew authorized to exercise the rights and perform the duties of the County of Renfrew under this Agreement.

"Service Provider" means Centre éducatif Coeur des Jeunes, providing services in whole or in part under this Agreement.

2. Term

This agreement shall be in force from August 26, 2022, to in perpetuity until it is superseded or replaced by a subsequent agreement, or unless terminated in its entirety by either party. In the event of termination of this agreement, the Service Provider will refund forthwith to the County of Renfrew any monies advanced by the County of Renfrew and not expended in accordance with their entitlement.

3. Program

- a) The Service Provider agrees to provide Wage Enhancement/Home Child Care Enhancement Grant funding allocations provided by the County of Renfrew in accordance with relevant provincial legislation, the policies, guidelines and requirements of Canada, Ontario and the County of Renfrew's Child Care Policies and Procedures as amended from time to time.

4. Consideration

- a) The Service Provider shall expend and/or distribute Wage Enhancement/Home Child Care Enhancement Grant funding allocations provided by the County of Renfrew in accordance with relevant provincial legislation, the policies, guidelines and requirements of Canada, Ontario and the County of Renfrew's Child Care Policies and Procedures as amended from time to time.
- b) The County of Renfrew reserves the right to determine the time, and manner of such payments.
- c) The County of Renfrew reserves the right to audit reporting and expenditure of Wage Enhancement/Home Child Care Enhancement Grant funding.
- d) The County of Renfrew reserves the right to determine the process for reconciling Wage Enhancement/Home Child Care Enhancement Grant funding with Service Providers at year end and the recovery process for funds not utilized in accordance with the eligible expenditures according to relevant provincial legislation, the policies, guidelines and requirements of Canada, Ontario and the County of Renfrew's Child Care Policies and Procedures as amended from time to time.
- e) It is understood that, if the Service Provider is in breach of its obligation under the agreement, the County of Renfrew will withhold payments to the Service Provider.
- f) Grant funds that are not utilized in accordance with relevant provincial legislation, the policies, guidelines and requirements of Canada, Ontario and the County of Renfrew's Child Care Policies and Procedures shall be reimbursed to The County of Renfrew.

5. County of Renfrew Access and Consultation

- a) In order to allow County staff (as designated by the County of Renfrew) to observe and evaluate the expenditure of Wage Enhancement/Home Child Care Enhancement Grant funding and inspect all records relating to the services provided pursuant to this agreement, the Service Provider shall:
 - i. permit County Staff, during regular business hours of the Service Provider or at such other times as the County of Renfrew, in its sole discretion, may deem to be reasonable in the circumstances, to enter any premises used by the Service Provider in connection with the provision of the services pursuant to this agreement;
 - ii. make available to the County of Renfrew all relevant attendance and/or financial records in a timely manner as deemed by the County of Renfrew;
 - iii. allow for the County of Renfrew to copy those records on site, or alternatively, allow for the removal of the aforementioned records by the County of Renfrew for the purpose of copying such records; and
 - iv. make its staff responsible for providing the services under this agreement available for consultation with the County of Renfrew, upon reasonable request by the County of Renfrew.

6. Reports

- a) The Service Provider shall maintain service records respecting each site where Wage Enhancement/Home Child Care Enhancement Grant funding is being provided in accordance with relevant provincial legislation, the policies, guidelines and requirements of Canada, Ontario and the County of Renfrew's Child Care Policies and Procedures as amended from time to time.
- b) The Service Provider shall provide and submit to the County of Renfrew, in a form and substance acceptable to the County of Renfrew, which report shall include program data such as statistics on target achievements and such other information as the County of Renfrew requires.
- c) The Service Provider will also prepare and submit to the County of Renfrew, annually or at any time upon request of the County of Renfrew, a comprehensive report, in a form and substance acceptable to the County of Renfrew, respecting the services being provided that may include, service delivery and employee statistics.

7. Financial Reports

The Service Provider shall:

- a) maintain financial records and books of account respecting services provided pursuant to this agreement for each site where service is being provided and will allow the County of Renfrew or such other persons appointed by the County of Renfrew, at all reasonable times, to inspect and audit such records and books of account both during the term of this agreement and subsequent to its expiration or termination.
- b) provide and submit to the County of Renfrew on an annual basis or when requested, a completed annual Child Care Financial Year End Reconciliation Report as provided to the Service Provider by the County of Renfrew.
- c) adhere to any additional financial reporting requirement in accordance with relevant provincial legislation, the policies, guidelines and requirements of Canada, Ontario and the County of Renfrew's Child Care Policies and Procedures as amended from time to time.
- d) retain the records and books of account referred to in section 7(a) above for a period of seven (7) years.
- e) prepare and submit annually, or at any time upon reasonable request, a financial report in such form and containing such information as the County of Renfrew may require.
- f) comply with the County of Renfrew's policies on the treatment of revenues and expenditures.

8. Program Records

In the event the Service Provider ceases operations, it shall not, without the prior written consent of the County of Renfrew, dispose of any records related to the services provided for under this agreement.

9. Confidentiality

The Service Provider, its directors, officers, employees, agents and volunteers will hold confidential and will not disclose or release to any person other than the County of Renfrew at any time during or following the term of this agreement, except where required by law, any information or document that tends to identify any individual in receipt of services without first obtaining the written consent of the individual or the individual's parent or guardian prior to the release or disclosure of such information or document. Where the Service Provider is a municipality or other such institution as

defined in the *Municipal Freedom of Information and Protection of Privacy Act*, as amended, the provisions of such *Act* with respect to the disclosure or release of information shall apply.

10. Indemnification

The Service Provider will, both during and following the term of this agreement, indemnify and save harmless the County of Renfrew, its officers, directors, employees, agents, servants and volunteers from all costs, losses, damages, judgments, claims, demands, suits, actions, complaints or other proceedings in any manner based upon, occasioned by or attributable to anything done or omitted to be done by the Service Provider, its directors, officers, employees, agents, servants or volunteers in connection with services provided, purported to be provided or required to be provided by the Service Provider pursuant to this agreement.

11. Freedom of Information

Any information collected by the County of Renfrew pursuant to this agreement is subject to the rights and safeguards provided for in the *Municipal Freedom of Information and Protection of Privacy Act*, and the *Freedom of Information and Protection of Privacy Act*.

12. Human Rights Code

It is a condition of this agreement, and of every agreement entered into pursuant to the performance of this agreement, that no right under s. 5 of *Ontario Human Rights Code*, as amended, will be infringed. Breach of this condition is sufficient grounds for immediate cancellation of this agreement with no further notice required.

13. Disposition

The Service Provider will not, without the prior written consent of the County of Renfrew, sell, change the use or otherwise dispose of any item; furnishing or equipment purchased with County of Renfrew funds pursuant to this agreement and that property purchased with County of Renfrew funds becomes the property of the County of Renfrew. Such written consent may be given subject to such conditions, as the County of Renfrew deems advisable.

14. Severability

If any provision or portion of any provision in this agreement shall be held by a Court of competent jurisdiction to be unenforceable, invalid or illegal, such provision or such portion of the provision shall be severable and shall be deemed to be completed and the remaining provisions or portions shall remain valid and binding.

15. Governing Law

- a) This agreement shall be construed in accordance with and governed by the laws in force in the Province of Ontario and as interpreted by the Courts of that Province.
- b) The parties agree that any legal proceedings in connection with any matter arising from or related to this agreement shall be commenced in the Province of Ontario.

16. Laws

The Service Provider, its directors, officers, employees, agents, volunteers and other representatives, if any, shall at all times comply with any and all applicable federal, provincial and municipal laws, by-laws, ordinances, statutes, rules, regulations and orders and policies and procedures in respect of the performance of this agreement.

17. Notice

Any notice required or desired to be given hereunder shall be delivered in person or sent by prepaid registered mail addressed as follows:

- a) To: The County of Renfrew
7 International Drive
Pembroke, Ontario, K8A 6W5
Attn: Director, Community Services

Copy to: County of Renfrew Child Care and Early Years Division
7 International Drive
Pembroke, ON K8A 6W5
Attn: Manager, Child Care and Early Years Division
- b) To: Centre éducatif Coeur des Jeunes
1002 Beaverbrook, Suite 3
Ottawa, ON K2K 1L1
Attn: Johanne Lafleur

or at such other address as may be furnished in writing from time to time by either party to the other. Any notice mailed as aforementioned by registered mail shall be deemed to have been received three (3) business days after the posting thereof.

18. Amendments

This agreement, nor any provision of this agreement, shall be amended, altered or waived save by a further written agreement and signed by the parties.

IN WITNESS WHEREOF this contract has been signed by an authorized County of Renfrew official on behalf of the County of Renfrew and on behalf of the Service Provider by its proper signing officers.

SIGNED, SEALED AND DELIVERED:

On the _____ day of _____, 2022

On Behalf of the County of Renfrew:

Witness - County of Renfrew

Warden
County of Renfrew

Witness - County of Renfrew

Chief Administrative Officer/Clerk
County of Renfrew

On Behalf of Centre éducatif Coeur des Jeunes:

Witness Signature

Signature

**(Name and Position)

Witness Signature

Signature

**(Name and Position)

* Witness required where the Service Provider is a sole proprietor or partner in a partnership.
Not required when corporate seal is affixed.

** I have the authority to bind the corporation.

WAGE ENHANCEMENT/HOME CHILD CARE ENHANCEMENT GRANT SERVICE AGREEMENT

BETWEEN:

**The Municipal Corporation of the County of Renfrew
(the County of Renfrew)**

-and-

**Deep Roots Nature and Nursery School
(the Service Provider)**

WHEREAS the Corporation of the County of Renfrew has been appointed by the Province of Ontario as the Consolidated /Municipal Service Manager for the provision of Social Services:

AND WHEREAS the Service Provider has agreed to provide Wage Enhancement/Home Child Care Enhancement Grant funding allocations provided by the County of Renfrew in accordance with relevant provincial legislation, the policies, guidelines and requirements of Canada, Ontario and the County of Renfrew's Child Care Policies and Procedures as amended from time to time.

THEREFORE THE PARTIES agree as follows:

1. Definition

Definitions under the *Act* and Regulations

In this Agreement, unless there is something in the subject matter or context inconsistent therewith, terms and expressions used in this Agreement that are defined terms and expressions under the *Act* or Regulations shall have the same meaning as in the *Act* or Regulations.

Definitions under this Agreement

"Agreement" means this Agreement, as may be amended from time to time.

"County Staff" means the staff of the County of Renfrew authorized to exercise the rights and perform the duties of the County of Renfrew under this Agreement.

"Service Provider" means Deep Roots Nature & Nursery School, providing services in whole or in part under this Agreement.

2. Term

This agreement shall be in force from September 28, 2022, to in perpetuity until it is superseded or replaced by a subsequent agreement, or unless terminated in its entirety by either party. In the event of termination of this agreement, the Service Provider will refund forthwith to the County of Renfrew any monies advanced by the County of Renfrew and not expended in accordance with their entitlement.

3. Program

- a) The Service Provider agrees to provide Wage Enhancement/Home Child Care Enhancement Grant funding allocations provided by the County of Renfrew in accordance with relevant provincial legislation, the policies, guidelines and requirements of Canada, Ontario and the County of Renfrew's Child Care Policies and Procedures as amended from time to time.

4. Consideration

- a) The Service Provider shall expend and/or distribute Wage Enhancement/Home Child Care Enhancement Grant funding allocations provided by the County of Renfrew in accordance with relevant provincial legislation, the policies, guidelines and requirements of Canada, Ontario and the County of Renfrew's Child Care Policies and Procedures as amended from time to time.
- b) The County of Renfrew reserves the right to determine the time, and manner of such payments.
- c) The County of Renfrew reserves the right to audit reporting and expenditure of Wage Enhancement/Home Child Care Enhancement Grant funding.
- d) The County of Renfrew reserves the right to determine the process for reconciling Wage Enhancement/Home Child Care Enhancement Grant funding with Service Providers at year end and the recovery process for funds not utilized in accordance with the eligible expenditures according to relevant provincial legislation, the policies, guidelines and requirements of Canada, Ontario and the County of Renfrew's Child Care Policies and Procedures as amended from time to time.
- e) It is understood that, if the Service Provider is in breach of its obligation under the agreement, the County of Renfrew will withhold payments to the Service Provider.
- f) Grant funds that are not utilized in accordance with relevant provincial legislation, the policies, guidelines and requirements of Canada, Ontario and the County of Renfrew's Child Care Policies and Procedures shall be reimbursed to The County of Renfrew.

5. County of Renfrew Access and Consultation

- a) In order to allow County staff (as designated by the County of Renfrew) to observe and evaluate the expenditure of Wage Enhancement/Home Child Care Enhancement Grant funding and inspect all records relating to the services provided pursuant to this agreement, the Service Provider shall:
 - i. permit County Staff, during regular business hours of the Service Provider or at such other times as the County of Renfrew, in its sole discretion, may deem to be reasonable in the circumstances, to enter any premises used by the Service Provider in connection with the provision of the services pursuant to this agreement;
 - ii. make available to the County of Renfrew all relevant attendance and/or financial records in a timely manner as deemed by the County of Renfrew;
 - iii. allow for the County of Renfrew to copy those records on site, or alternatively, allow for the removal of the aforementioned records by the County of Renfrew for the purpose of copying such records; and
 - iv. make its staff responsible for providing the services under this agreement available for consultation with the County of Renfrew, upon reasonable request by the County of Renfrew.

6. Reports

- a) The Service Provider shall maintain service records respecting each site where Wage Enhancement/Home Child Care Enhancement Grant funding is being provided in accordance with relevant provincial legislation, the policies, guidelines and requirements of Canada, Ontario and the County of Renfrew's Child Care Policies and Procedures as amended from time to time.
- b) The Service Provider shall provide and submit to the County of Renfrew, in a form and substance acceptable to the County of Renfrew, which report shall include program data such as statistics on target achievements and such other information as the County of Renfrew requires.
- c) The Service Provider will also prepare and submit to the County of Renfrew, annually or at any time upon request of the County of Renfrew, a comprehensive report, in a form and substance acceptable to the County of Renfrew, respecting the services being provided that may include, service delivery and employee statistics.

7. Financial Reports

The Service Provider shall:

- a) maintain financial records and books of account respecting services provided pursuant to this agreement for each site where service is being provided and will allow the County of Renfrew or such other persons appointed by the County of Renfrew, at all reasonable times, to inspect and audit such records and books of account both during the term of this agreement and subsequent to its expiration or termination.
- b) provide and submit to the County of Renfrew on an annual basis or when requested, a completed annual Child Care Financial Year End Reconciliation Report as provided to the Service Provider by the County of Renfrew.
- c) adhere to any additional financial reporting requirement in accordance with relevant provincial legislation, the policies, guidelines and requirements of Canada, Ontario and the County of Renfrew's Child Care Policies and Procedures as amended from time to time.
- d) retain the records and books of account referred to in section 7(a) above for a period of seven (7) years.
- e) prepare and submit annually, or at any time upon reasonable request, a financial report in such form and containing such information as the County of Renfrew may require.
- f) comply with the County of Renfrew's policies on the treatment of revenues and expenditures.

8. Program Records

In the event the Service Provider ceases operations, it shall not, without the prior written consent of the County of Renfrew, dispose of any records related to the services provided for under this agreement.

9. Confidentiality

The Service Provider, its directors, officers, employees, agents and volunteers will hold confidential and will not disclose or release to any person other than the County of Renfrew at any time during or following the term of this agreement, except where required by law, any information or document that tends to identify any individual in receipt of services without first obtaining the written consent of the individual or the individual's parent or guardian prior to the release or disclosure of such information or document. Where the Service Provider is a municipality or other such institution as

defined in the *Municipal Freedom of Information and Protection of Privacy Act*, as amended, the provisions of such *Act* with respect to the disclosure or release of information shall apply.

10. Indemnification

The Service Provider will, both during and following the term of this agreement, indemnify and save harmless the County of Renfrew, its officers, directors, employees, agents, servants and volunteers from all costs, losses, damages, judgments, claims, demands, suits, actions, complaints or other proceedings in any manner based upon, occasioned by or attributable to anything done or omitted to be done by the Service Provider, its directors, officers, employees, agents, servants or volunteers in connection with services provided, purported to be provided or required to be provided by the Service Provider pursuant to this agreement.

11. Freedom of Information

Any information collected by the County of Renfrew pursuant to this agreement is subject to the rights and safeguards provided for in the *Municipal Freedom of Information and Protection of Privacy Act*, and the *Freedom of Information and Protection of Privacy Act*.

12. Human Rights Code

It is a condition of this agreement, and of every agreement entered into pursuant to the performance of this agreement, that no right under s. 5 of *Ontario Human Rights Code*, as amended, will be infringed. Breach of this condition is sufficient grounds for immediate cancellation of this agreement with no further notice required.

13. Disposition

The Service Provider will not, without the prior written consent of the County of Renfrew, sell, change the use or otherwise dispose of any item; furnishing or equipment purchased with County of Renfrew funds pursuant to this agreement and that property purchased with County of Renfrew funds becomes the property of the County of Renfrew. Such written consent may be given subject to such conditions, as the County of Renfrew deems advisable.

14. Severability

If any provision or portion of any provision in this agreement shall be held by a Court of competent jurisdiction to be unenforceable, invalid or illegal, such provision or such portion of the provision shall be severable and shall be deemed to be completed and the remaining provisions or portions shall remain valid and binding.

15. Governing Law

- a) This agreement shall be construed in accordance with and governed by the laws in force in the Province of Ontario and as interpreted by the Courts of that Province.
- b) The parties agree that any legal proceedings in connection with any matter arising from or related to this agreement shall be commenced in the Province of Ontario.

16. Laws

The Service Provider, its directors, officers, employees, agents, volunteers and other representatives, if any, shall at all times comply with any and all applicable federal, provincial and municipal laws, by-laws, ordinances, statutes, rules, regulations and orders and policies and procedures in respect of the performance of this agreement.

17. Notice

Any notice required or desired to be given hereunder shall be delivered in person or sent by prepaid registered mail addressed as follows:

- a) To: The County of Renfrew
7 International Drive
Pembroke, Ontario, K8A 6W5
Attn: Director, Community Services

Copy to: County of Renfrew Child Care and Early Years Division
7 International Drive
Pembroke, ON K8A 6W5
Attn: Manager, Child Care and Early Years Division
- b) To: Deep Roots Nature & Nursery School
19 Railway Street
Chalk River, ON K0J 1J0
Attn: Administrator

or at such other address as may be furnished in writing from time to time by either party to the other. Any notice mailed as aforementioned by registered mail shall be deemed to have been received three (3) business days after the posting thereof.

18. Amendments

This agreement, nor any provision of this agreement, shall be amended, altered or waived save by a further written agreement and signed by the parties.

IN WITNESS WHEREOF this contract has been signed by an authorized County of Renfrew official on behalf of the County of Renfrew and on behalf of the Service Provider by its proper signing officers.

SIGNED, SEALED AND DELIVERED:

On the _____ day of _____, 2022

On Behalf of the County of Renfrew:

Witness - County of Renfrew

Warden
County of Renfrew

Witness - County of Renfrew

Chief Administrative Officer/Clerk
County of Renfrew

On Behalf of Deep Roots Nature & Nursery School:

Witness Signature

Signature

**(Name and Position)

Witness Signature

Signature

**(Name and Position)

* Witness required where the Service Provider is a sole proprietor or partner in a partnership.
Not required when corporate seal is affixed.

** I have the authority to bind the corporation.

COUNTY OF RENFREW

BY-LAW NUMBER 111-22

**A BY-LAW TO CONFIRM THE PROCEEDINGS OF THE COUNCIL
OF THE COUNTY OF RENFREW AT THE MEETING HELD
ON SEPTEMBER 28, 2022**

WHEREAS Subsection 5(1) of the *Municipal Act, 2001, S.O. 2001, Chapter 25*, as amended, provides that the powers of a municipal corporation are to be exercised by its Council;

AND WHEREAS Subsection 5(3) of the said Municipal Act provides that the powers of every Council are to be exercised by by-law;

AND WHEREAS it is deemed expedient that the proceedings of the Council of the County of Renfrew at this meeting be confirmed and adopted by by-law;

THEREFORE the Council of the County of Renfrew enacts as follows:

1. The action of the Council of the County of Renfrew in respect of each motion and resolution passed and other action taken by the Council of the County of Renfrew at this meeting is hereby adopted and confirmed as if all such proceedings were expressly embodied in this by-law.
2. The Warden and the appropriate officials of the County of Renfrew are hereby authorized and directed to do all things necessary to give effect to the action of the Council of the County of Renfrew referred to in the preceding section.
3. The Warden, and the Clerk, or in the absence of the Clerk the Deputy Clerk, are authorized and directed to execute all documents necessary in that behalf and to affix thereto the corporate seal of the County of Renfrew.
4. That this By-law shall come into force and take effect upon the passing thereof.

READ a first time this 28th day of September 2022.

READ a second time this 28th day of September 2022.

READ a third time and finally passed this 28th day of September 2022.

DEBBIE ROBINSON, WARDEN

CRAIG KELLEY, CLERK