



DEVELOPMENT AND PROPERTY COMMITTEE

Tuesday, October 11, 2022

A meeting of the Development and Property Committee was held on Tuesday, October 11, 2022, at 1:00 p.m., at the County of Renfrew Administration Building, Pembroke, Ontario.

Present were: Chair Robert Sweet
Warden Debbie Robinson
Vice-Chair Cathy Regier
Councillor Peter Emon
Councillor Sheldon Keller
Councillor Daniel Lynch
Councillor John Reinwald
Councillor Janice Tiedje

Staff Present: Craig Kelley, Chief Administrative Officer/Clerk
Jason Davis, Director of Development and Property
Laura LePine, Director of Community Services
Lee Perkins, Director of Public Works and Engineering
Bruce Howarth, Manager of Planning Services
Melissa Marquardt, Manager of Economic Development Services
Kevin Raddatz, Manager of Real Estate
Lacey Rose, County Forester
Ryan Gilbertson, Tourism Information Officer
Rosalyn Gruntz, Deputy Clerk
Tina Peplinskie, Media Relations and Social Media Coordinator
Evelyn VanStarkenburger, Administrative Assistant

Chair Sweet called the meeting to order at 1:00 p.m. The land acknowledgement identifying that the meeting was being held on the traditional territory of the

Algonquin People was recited. The roll was called, and no pecuniary interests were disclosed.

RESOLUTION NO. DP-C-22-10-91

Moved by Councillor Keller

Seconded by Councillor Reinwald

THAT the minutes of the September 12 and 28, 2022 meetings be approved.

CARRIED.

Development and Property

Mr. Davis overviewed the Development and Property Department Report which is attached as Appendix A.

Committee was advised that Mr. Davis will be attending the Renfrew County District School Board meeting on October 18, 2022 along with Chair Sweet. This meeting was requested by the School Board as part of the cultural exchanges and educational opportunity components of the Partnership Agreement between the County of Renfrew and Renfrewshire, Scotland. The video on the twinning of Renfrewshire will be showcased at the meeting.

Mr. Davis advised that with his assuming the role of Director of Development and Property it provides an opportunity to review the department of structure and consider recommendations that were part of Strategy Corporation's Service Delivery Review. Mr. Davis noted he is reviewing the recommendation to realign the Trails Division and the trails maintenance within the Public Works and Engineering Department, the reporting structure for the Forestry Division, and the need for four Managers in the Department.

Economic Development

Ms. Marquardt overviewed the Economic Development Division Report, which is part of the Development and Property Department Report.

Committee was advised that Taste of the Valley events are scheduled based on interest and preferred dates from the hosts and that the vendors had no issues or concerns with Taste of the Valley being hosted in two different locations on two consecutive dates. Staff will be issuing a satisfaction survey to the vendors to have the opportunity to provide comments.

Committee was advised that invitations to attend County of Renfrew Day at Queen's Park have been sent out to two businesses in each industry sector. Ms. Marquardt noted that feedback from invitees has been positive, and responses are to be received by October 14, 2022.

Discussion occurred with regards to the Request for Expressions of Interest that has been issued by Atomic Energy of Canada Limited (AECL) to manage and operate Canadian Nuclear Laboratories (CNL). Committee noted that with the previous Request for Expressions of Interest Government Owned Contractor Operated (GoCo) contract, the County of Renfrew wrote to the Minister of Natural Resources requesting an opportunity to provide input on their selection. The previous ask from the County was to maintain a level of employment, investment in the campus, community development in science, and waste management.

RESOLUTION NO. DP-C-22-10-92

Moved by Councillor Lynch

Seconded by Councillor Reinwald

THAT the Development and Property Committee recommends to County Council that the Warden send a letter to the Federal Government reminding them of the County of Renfrew's role in the previous Request for Expressions of Interest to manage and operate Canadian Nuclear Laboratories (CNL) to ensure the needs of the residents of the County of Renfrew continue to be met. CARRIED.

It was noted that the letter should include some of the County's next asks such as the level of employment, migration of science to the site to keep current, whether the initial \$1.2 billion has been expended and what will be the next allocation.

Ms. Marquardt advised that provincial funding was approved for the Rural Economic Development (RED) program for a Newcomer and Workforce Attraction and Development Initiative Funding to a maximum amount of \$76,219. The County of Renfrew contribution will be \$15,041. Ms. Marquardt advised that the following Partners will also be contributing to this initiative: the Local Immigration Partnership Group Renfrew/Lanark, Labour Market Group Renfrew/Lanark, Town of Petawawa, Township of Laurentian Valley, City of Pembroke, and Renfrew County Community Futures Development Corporation.

Councillor Tiedje vacated the meeting at 1:30 p.m.

RESOLUTION NO. DP-C-22-10-93

Moved by Councillor Emon

Seconded by Warden Robinson

THAT the Development and Property Committee recommends that County Council pass a By-law to enter into a Contribution Agreement for the Rural Economic Development (RED) funding program for which Economic Development Division has been approved to assist with Newcomer and Workforce Attraction and Development Initiatives. CARRIED.

Ottawa Valley Tourist Association

Ms. Marquardt overviewed the Ottawa Valley Tourist Association Report, which is part of the Development and Property Department Report.

Councillor Tiedje re-entered the meeting at 1:33 p.m.

Enterprise Renfrew County

Ms. Marquardt overviewed the Enterprise Renfrew County Report, which is part of the Development and Property Department Report.

Forestry and GIS

Ms. Rose and Mr. Davis overviewed the Forestry and GIS Division Report, which is part of the Development and Property Department Report.

RESOLUTION NO. DP-C-22-10-94

Moved by Warden Robinson

Seconded by Councillor Lynch

THAT the Development and Property Committee recommends that County Council approve the trail pass requirement for All-Terrain Vehicles (ATVs) on the Algonquin and K & P Recreational Trails starting in the 2023 season; AND FURTHER THAT staff be directed to modify the existing lease agreement with the Renfrew County ATV Club to reflect the trail pass requirements; AND FURTHER THAT the K & P Recreational Management Advisory Committee be informed of this direction. CARRIED.

Committee was advised that the trail pass agreement has an expiry date and the contribution amount will be reviewed annually.

Warden Robinson vacated the meeting at 1:59 p.m.

Committee was advised that the 2023 Rural Ontario Municipal Association (ROMA) Annual Conference will be held from January 22 until January 24, 2023.

RESOLUTION NO. DP-C-22-10-95

Moved by Councillor Emon

Seconded by Councillor Keller

THAT the Development and Property Committee recommends that County Council approve a delegation request at the 2023 Rural Ontario Municipal Association (ROMA) Annual Conference with the Minister of Agriculture, Food and Rural Affairs to discuss the Line Fences Act as it relates to the costs of municipal ownership of abandoned rail corridors. CARRIED.

Warden Robinson re-entered the meeting at 2:01 p.m.

RESOLUTION NO. DP-C-22-10-96

Moved by Councillor Regier

Seconded by Councillor Lynch

THAT the Development and Property Committee recommends that County Council adopt a By-law to enter into a lease agreement with the West Carleton Snowmobile Trails Association of the Ontario Federation of Snowmobile Clubs (OFSC) District 1; AND FURTHER THAT this lease agreement be for period of five years commencing on December 1, 2022 and expiring on April 30, 2027. CARRIED.

Real Estate

Mr. Raddatz overviewed the Real Estate Division Report, which is part of the Development and Property Department Report.

Committee was advised that the reason for the increase in costs for snow removal services is due to increasing fuel and liability costs.

Committee was advised that the Real Estate Residential Market summary, which provides information on housing needs and average sales within the County of Renfrew, will be provided on a more regular basis in the future.

Warden Robinson advised Committee that she will be making a motion at Health Committee requesting that a letter be sent to the Renfrew County and District Health Unit (RCDHU) to determine if and how the decision to not renew the lease

at Renfrew County Place will affect the Health Unit services in the County of Renfrew.

RESOLUTION NO. DP-C-22-10-97

Moved by Councillor Lynch

Seconded by Warden Robinson

THAT the Development and Property Committee recommends that County Council make a formal request of the City of Pembroke that all municipal fees and charges as they relate to the building of Integrated Community Housing units at Lea/Douglas Street(s) be waived; AND FURTHER THAT the Community Services Committee be so advised of this recommendation. CARRIED.

RESOLUTION NO. DP-C-22-10-98

Moved by Councillor Emon

Seconded by Councillor Regier

THAT the Development and Property Committee recommends to County Council that the proposal submitted by Glacier Maintenance Inc., Belleville, Ontario for the provision of janitorial services for County Administration Building at 7 and 9 International Drive, Pembroke, Ontario in the amount of \$267,300 plus HST for the three-year period effective November 1, 2022 to October 31, 2025 be approved; AND FURTHER THAT a By-law be passed to enter into an agreement; AND FURTHER THAT By-law 107-18 is hereby repealed. CARRIED.

RESOLUTION NO. DP-C-22-10-99

Moved by Councillor Keller

Seconded by Councillor Reinwald

THAT the Development and Property Committee recommends to County Council that the proposal submitted by Lloyd Hisko Snowplowing, Renfrew, Ontario for the provision of snow removal services at 410 and 450 O'Brien Road for \$183,000 plus HST for the period of three-years starting November 1, 2022 to October 31, 2025 be approved; AND FURTHER THAT County Council pass a By-law to enter into an agreement. CARRIED.

Planning

Mr. Howarth overviewed the Planning Division Report, which is part of the Development and Property Department Report.

RESOLUTION NO. DP-C-22-10-100

Moved by Councillor Lynch

Seconded by Councillor Regier

THAT the Development and Property Committee recommends that County Council declines Mr. Villeneuve's request for reimbursement of costs related to the severance process. CARRIED.

RESOLUTION NO. DP-C-22-10-101

Moved by Councillor Emon

Seconded by Councillor Reinwald

THAT the Development and Property Committee recommends that County Council pass a By-law to adopt and approve Amendment No. 36 to the Official Plan of the County of Renfrew. CARRIED.

RESOLUTION NO. DP-C-22-10-102

Moved by Councillor Regier

Seconded by Councillor Reinwald

THAT the Development and Property Department Report attached as Appendix A be approved. CARRIED.

New Business

Appreciation was expressed to the Chair and Committee members for their time and contributions over the past few years. It was acknowledged that the efforts made are making a difference. Appreciation was also expressed for staff members and their support to the Development and Property Committee.

RESOLUTION NO. DP-C-22-10-103

Moved by Councillor Tiedje

Seconded by Councillor Lynch

THAT this meeting adjourn and the next regular meeting be held at the call of the Chair. Time: 2:50 p.m. CARRIED.

COUNTY OF RENFREW

DEVELOPMENT AND PROPERTY DEPARTMENT REPORT

TO: Development and Property Committee
FROM: Jason Davis, Director of Development and Property
DATE: October 11, 2022
SUBJECT: Department Report

INFORMATION

1. Renfrewshire Twinning

Chair Sweet has been invited to attend the Renfrew County District School Board meeting on October 18, 2022 to make a presentation on the twinning initiatives with Renfrewshire, Scotland.

2. Proposed Department Restructuring

As result of the recent staffing changes, current vacancies and the 2020 Service Delivery Review recommendations and as part of the budget deliberations, staff will be completing a Departmental review with a focus on the Forestry and GIS Division. The proposed review would ensure an acceptable span of control and that the key Forestry, GIS and Trail deliverables are achieved or enhanced.

3. Economic Development Division

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

4. Ottawa Valley Tourist Association

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

5. **Enterprise Renfrew County**

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

6. **Forestry and GIS Division**

Attached as Appendix IV is the Forestry and GIS Division Report, prepared by Mr. Jason Davis, Director of Development and Property, providing an update on activities.

7. **Real Estate Division**

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

8. **Planning Division**

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

ECONOMIC DEVELOPMENT DIVISION REPORT

Prepared by: Melissa Marquardt, Manager of Economic Development

Prepared for: Development and Property Committee

October 11, 2022

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

Taste of the Valley events were held on September 24 in Renfrew, October 1 in Deep River and October 2 in Arnprior with approximately 4,000 visitors attending. The final and largest event will take place on Saturday, October 15 in Cobden with over 100 vendors registered to date.

A Taste of the Valley Holiday Edition is being planned in partnership with the Township of Laurentian Valley on November 26 at the Shady Nook Recreation Centre. Vendor registration and more information available at www.TOTV.ca.

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

Despite poor weather, the first Farms Open event held on September 18 was deemed a success by organizers and the nine host participants. While visitor numbers varied from location to location, hosts indicated that visitors showed engagement and interest about local agriculture and farm life.

3. Renfrew County Day at Queen's Park [Strategic Plan Goal No. 1]

Planning is underway for the County of Renfrew's day at Queen's Park on November 3, 2022. Outreach to local businesses representing our key sectors and partnerships, including agriculture, forestry, manufacturing, nuclear/energy and tourism, have gone out inviting them to join our delegation. Representation of the Ontario Winter Games being held in Renfrew County in 2023 will also be included as part of our delegation.

Staff are currently working on travel and accommodation logistics, as well as the event menu highlighting local eats and treats from across Renfrew County.

4. **Atomic Energy of Canada Limited (AECL) Issues Request for Expressions of Interest [Strategic Plan Goal No. 1]**

On September 26, 2022, Atomic Energy of Canada Limited issued a [Request for Expressions of Interest to manage and operate Canadian Nuclear Laboratories \(CNL\)](#).

AECL, a Canadian Crown corporation, seeks from potential industry proponents their interest, experience and capability to manage and operate CNL under a Government Owned Contractor Operated (“GoCo”) contracting model after the current contract ends. Responses received will be used in the development of a procurement plan to decide if and how AECL will proceed with a procurement to award a follow-on contract.

AECL owns the sites, facilities, assets, liabilities, and intellectual property of CNL while CNL is responsible for the day-to-day management and operations of those assets and holds the nuclear site licences.

CNL has been managed since September of 2015 by Canadian National Energy Alliance (CNEA), a consortium made up of three partner companies – SNC-Lavalin, Jacobs Engineering and Fluor Federal Services – under a contract that will expire in September of 2025.

CNL is focused on three areas:

- Managing radioactive waste, environment remediation and nuclear decommissioning responsibilities,
- Performing science and technology activities to meet core federal responsibilities, and
- Supporting Canadian industry, both nuclear and other, through access to science and technology facilities and expertise on a commercial basis.

The objective of any procurement and resulting contract will be to contain or reduce costs and risks for Canadian taxpayers while leveraging CNL’s capabilities and resources for Canadians.

Expressions of interest must be submitted via MERX on or before October 26, 2022.

5. Ontario East Municipal Conference

Staff attended the Ontario East Municipal Conference in Cornwall, September 14-16. The conference provided an opportunity for staff to engage with Eastern Ontario municipal colleagues and learn about program updates from provincial government ministries including the Ministry of Economic Development, Job Creation and Trade; Ministry of Labour, Immigration, Training and Skills Development; and the Ministry of Agriculture, Food and Rural Affairs. Attendees also had the opportunity to hear about sector initiatives around immigrant attraction, rural housing and labour market information.

BY-LAWS

6. Newcomer and Workforce Attraction and Development Initiative [Strategic Plan Goal No. 1]

Recommendation: THAT the Development and Property Committee recommends that County Council pass a By-law to enter into a Contribution Agreement for the Rural Economic Development (RED) funding program for which Economic Development Division has been approved to assist with Newcomer and Workforce Attraction and Development Initiatives.

Background

Economic Development services was successful with an application to the Ontario Government RED program for 65% project funding to assist with Newcomer and Workforce Attraction and Development Initiatives. The Project will be a collaborative initiative to address employment challenges by attracting new residents, businesses and workers through development and implementation of a marketing strategy and campaign to promote Renfrew County as a place to live, work and play.

COUNTY OF RENFREW

BY-LAW NUMBER

**A BY-LAW TO EXECUTE AN AGREEMENT WITH HER MAJESTY THE QUEEN IN
RIGHT OF THE PROVINCE OF ONTARIO AS REPRESENTED BY THE
MINISTER OF AGRICULTURE, FOOD AND RURAL AFFAIRS
– RURAL ECONOMIC DEVELOPMENT (RED) PROGRAM**

WHEREAS the County of Renfrew has applied for funding with the Rural Economic Development (RED) Program to assist with a newcomer and workforce attraction and development initiative;

AND WHEREAS it is deemed necessary and desirable that the Council of the Municipal Corporation of the County of Renfrew enacts a By-law authorizing the Corporation to enter into an agreement with Her Majesty the Queen in Right of the Province of Ontario as represented by the Minister of Agriculture, Food and Rural Affairs in order to participate in the program.

AND WHEREAS the County of Renfrew Warden and Chief Administrative Officer under delegated authority have reviewed the Rural Economic Development Program Agreement to assist with the newcomer and workforce attraction and development initiative.

NOW THEREFORE, the Council of the Municipal 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 for the attached Transfer Payment Agreement identified as Schedule "I" with Her Majesty the Queen in Right of the Province of Ontario as represented by the Minister of Agriculture, Food and Rural Affairs for the approved funding under the Rural Economic Development (RED) Program.
2. THAT the Municipal Corporation of the County of Renfrew commits to providing funding equivalent to 35% and the Province will provide 65% to a maximum amount of \$76,219.
3. THAT the Municipal Corporation of the County of Renfrew commits to implementing projects and spending the RED Program funding in accordance with all provisions specified in the Agreement.

4. THAT the Agreement attached hereto and annotated as Schedule "I" is hereby deemed to be a schedule to this By-law.
5. THAT this By-law shall come into force and take effect upon the passing thereof.

READ a first time this 26th day of October 2022.

READ a second time this 26th day of October 2022.

READ a third time and finally passed this 26th day of October 2022.

DEBBIE ROBINSON, WARDEN

CRAIG KELLEY, CLERK

RURAL ECONOMIC DEVELOPMENT PROGRAM

AGREEMENT BETWEEN:

HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO
as represented by the Minister of Agriculture, Food and Rural Affairs

(the "Province")

- and -

CORPORATION OF THE COUNTY OF RENFREW

CRA # 106989270

(the "Recipient")

In consideration of the mutual covenants and agreements contained in this agreement (the "Agreement") and for other good and valuable consideration, the receipt and sufficiency of which is expressly acknowledged, the Province and the Recipient (the "Parties") agree as follows:

1.0 ENTIRE AGREEMENT

1.1 This Agreement, including:

Schedule "A" – General Terms and Conditions,
Schedule "B" – Operational Requirements and Additional Provisions,
Schedule "C" – Project Description,
Schedule "D" – Financial Information,
Schedule "E" – Payments and Reports,
And any amending agreement entered into as provided below,

Constitutes the entire agreement between the Parties, with respect to the subject matter contained in this Agreement and supersedes all prior oral or written representation and agreements.

2.0 COUNTERPARTS

2.1 This Agreement may only be executed in any number of counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

2.2 Both Parties consent to and agree to accept electronic signatures, (as defined in the *Electronic Commerce Act*, 2000), as binding the Parties to the terms and conditions of this Agreement.

3.0 AMENDING AGREEMENT

3.1 This agreement may only be amended by a written agreement duly executed by the Parties.

4.0 ACKNOWLEDGEMENT

4.1 The Recipient acknowledges and agrees:

- (a) It has read and understands the provisions contained in the entire Agreement;
- (b) It will be bound by the terms and conditions in the entire Agreement;
- (c) By receiving and using the Funds provided under this Agreement that it may become subject to the *BPSAA*, the *PSSDA* and the *AGA*;
- (d) The Funds are:

- (i) To assist the Recipient to carry out the Project and not to provide goods or services to the Province, and
- (ii) Funding for the purposes of the *BPSAA*, the *PSSDA* and the *AGA*;
- (e) The Province is not responsible for managing or carrying out the Project; and
- (f) The Province is bound by the *FIPPA* and that any information provided to the Province in connection with the Project or otherwise in connection with the Agreement may be subject to disclosure in accordance with the *FIPPA* or other applicable Requirements Of Law.

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

HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO,
as represented by the Minister of Agriculture, Food and Rural Affairs

Name: Alan Crawley
Title: Director, Rural Programs Branch

Date:

I have the authority to bind the Crown pursuant to delegated authority.

CORPORATION OF THE COUNTY OF RENFREW

Name: Debbie Robinson
Title: Warden

Date:

Name: Craig Kelley
Title: CAO/Clerk

Date:

I have authority to bind the Recipient.

SCHEDULE “A” GENERAL TERMS AND CONDITIONS

ARTICLE 1 INTERPRETATION AND DEFINITIONS

A.1.1 Interpretation. For the purposes of interpreting the Agreement:

- (a) Unless specifically defined otherwise in this Agreement, words in the singular include the plural and vice versa;
- (b) Words in one gender include all genders;
- (c) The headings do not form part of this Agreement; they are for reference purposes only and will not affect the interpretation of the Agreement;
- (d) Any reference to dollars or currency will be in Canadian dollars and currency;
- (e) Any reference to a statute means a statute of the Province of Ontario, unless otherwise indicated;
- (f) Any reference to a statute is to that statute and to the regulations made pursuant to that statute as they may be amended from time to time and to any statute or regulations that may be passed that have the effect of supplanting or superseding that statute or regulation unless a provision of the Agreement provides otherwise; and
- (g) All accounting terms will be interpreted in accordance with the Generally Accepted Accounting Principles and all calculations will be made and all financial data to be submitted will be prepared in accordance with the Generally Accepted Accounting Principles.

A.1.2 Definitions. In the Agreement, the following terms will have the following meaning:

“Additional Terms And Conditions” means the terms and conditions specified in sections A.8.1 and B.2 of this Agreement.

“AGA” means the *Auditor General Act, 1990*

“Agreement” means this contract between the Province and the Recipient,

“Arm’s Length” has the same meaning as set out in the *Income Tax Act* (Canada) as it read on the Effective Date of this Agreement, and as treated or defined under Generally Accepted Accounting Principles.

“BPSAA” means the *Broader Public Sector Accountability Act, 2010*.

“Budget” means the budget attached to section D.2 of this Agreement.

“Business Day” means any working day, Monday to Friday inclusive, excluding statutory holidays of the Province and any other day on which the Province is closed for business.

“Claim Submission Deadline” means the date or dates set out under section E.1 (b) of this Agreement.

“Contract” means an agreement between the Recipient and a third-party whereby the third-party agrees to provide a good or service for the Project in return for financial consideration that may be claimed by the Recipient as an Eligible Cost.

“Cost-Share Funding Percentage” means the percentage the Province will pay toward the Recipient’s Eligible Costs, as set out under section D.1.1 of this Agreement.

“Effective Date” means the date on which this Agreement is effective, as set out under section B.1.1 of this Agreement.

“Eligible Costs” means those costs set out under in the Guidelines and which the Province has approved as eligible for reimbursement under the terms of this Agreement and also includes any additional costs permitted under section D.2 of this Agreement.

“Event of Default” has the meaning ascribed to it in section A.14.1 of this Agreement.

“Expiration Date” means the date on which this Agreement will expire, as set out under section B.1.2 of this Agreement, unless amended or terminated prior to this date in accordance with the terms and conditions of this Agreement.

“FAA” means the *Financial Administration Act*.

“Failure” means a failure to comply with any term, condition, obligation under any other agreement that the Recipient has with Her Majesty the Queen in Right of Ontario or one of Her agencies.

“Final Report” means a final Report on the Project in the form set out in section E.2 (a) of this Agreement.

“FIPPA” means the *Ontario Freedom of Information and Protection of Privacy Act*.

“Funding Year” means:

- (a) In the case of the first Funding Year, the period commencing on the Effective Date and ending on the following March 31, the Expiration Date, or the termination of this Agreement, whichever comes first; and;
- (b) In the case of Funding Years subsequent to the first Funding Year, the period commencing on April 1 following the end of the previous Funding Year and ending on the following March 31, the Expiration Date, or the termination of this Agreement, whichever comes first.

“Funds” means the money the Province provides to the Recipient pursuant to this Agreement.

“Guidelines” means the documents of the Province setting out the criteria governing the operation of the Program, that were made available on the Program website, at the time the Recipient applied for funding from the Program

“Holdback” means the amount set out under section D.1.3 of this Agreement.

“Incurred” in relation to costs, means a cost that a Recipient has become liable for, regardless whether actual payment has occurred.

“Indemnified Parties” means Her Majesty the Queen in Right of Ontario, Her Ministers, agents, appointees and employees.

“Ineligible Costs” means those costs set out in the Guidelines as ineligible for reimbursement by the Province and includes any additional costs identified as ineligible under section D.2.2 of this Agreement.

“Maximum Funds” means the maximum amount of Funds the Province will provide to the Recipient under this Agreement, as set out under section D.1.2 of this Agreement.

“Minister” means the Minister of Agriculture, Food and Rural Affairs or such other Minister who may be designated from time to time as the responsible Minister in relation to the Program in accordance with the *Executive Council Act*, R.S.O. 1990, c. E. 25, as amended.

“MFIPPA” means the *Municipal Freedom of Information and Protection of Privacy Act*.

“Notice” means any communication given or required to be given pursuant to this Agreement.

“Notice Period” means the period of time within which the Recipient is required to remedy an Event of Default, and includes any such period or periods of time by which the Province considers it reasonable to extend that time.

“Parties” means the Province and the Recipient.

“Party” means either the Province or the Recipient, unless the context implies otherwise.

“Program” means the program created by the Province entitled Rural Economic Development Program under *Order-in-Council 201/2011*, as amended.

“Project” means the undertaking described in Schedule “C” of this Agreement.

“Project Approval Date” means the same as the Effective Date, as set out in section B.1.1 of this Agreement.

“Project Completion Date” means the date that the Recipient must complete its Project under this Agreement, as set out in section B.1.3 of Schedule “B” of this Agreement.

“PSSDA” means the *Public Sector Salary Disclosure Act, 1996*.

“Reports” means the reports set out under Schedule “E” of this Agreement.

“Requirements of Law” means all applicable statutes, regulations, by-laws, ordinances, codes, official plans, rules, approvals, permits, licenses, authorizations, orders, decrees, injunctions, directions and agreements with all authorities that now or at any time hereafter may relate to the Recipient, the Project, the Funds and this Agreement. Without limiting the generality of the foregoing, if the Recipient is subject to the *BPSAA*, the *PSSDA* or any other type of broader public sector accountability legislative provisions, those broader public sector accountability legislative provisions are deemed to be a Requirement of Law.

“Term” means the period of time beginning on the Effective Date of this Agreement and ending on the Expiration Date or the termination of this Agreement, whichever is shorter.

“Timelines” means the Project schedule set out in Schedule “B”.

A.1.3 Conflict. Subject to section 8.1 of Schedule “A” of this Agreement, in the event of a conflict between this Schedule “A” of the Agreement and any other Schedule of this Agreement, the terms and conditions set out under this Schedule “A” of the Agreement will prevail.

ARTICLE A.2 REPRESENTATIONS, WARRANTIES AND COVENANTS

A.2.1 General. The Recipient represents, warrants and covenants that:

- (a) It is, and will continue to be for the Term of this Agreement, an eligible applicant as described in the Guidelines with full power to fulfill its obligations under this Agreement;
- (b) It has, and will continue to have for the Term of this Agreement, the experience and expertise necessary to carry out the Project;
- (c) It has the financial resources necessary to carry out the Project and is not indebted to any person(s) to the extent that that indebtedness would undermine the Recipient’s ability to complete the Project by the Project Completion Date;
- (d) It is in compliance with all Requirements of Law and will remain in compliance with all Requirements of Law for the Term related to any aspect of the Project, the Funds or both for the term of this Agreement; and
- (e) Unless otherwise provided for in this Agreement, any information the Recipient provided to the Province in support of its request for Funds, including any information relating to any eligibility requirements, was true and complete at the time the Recipient provided it.

A.2.2 Execution of Agreement. The Recipient represents and warrants that it has:

- (a) The full power and authority to enter into this Agreement; and
- (b) Taken all necessary actions to authorize the execution of this Agreement.

A.2.3 Governance. The Recipient represents, warrants and covenants that it has, and will maintain, in writing, for the term of this Agreement:

- (a) A code of conduct and ethical responsibilities for all persons at all levels of the Recipient's organization;
- (b) Procedures to ensure the ongoing effective functioning of the Recipient;
- (c) Procedures to enable the Recipient to manage the Funds prudently and effectively;
- (d) Procedures to enable the Recipient to successfully complete the Project;
- (e) Procedures to enable the Recipient to, in a timely manner, identify risks to the completion of the Project and develop strategies to address those risks;
- (f) Procedures to enable the preparation and delivery of all Reports required under this Agreement; and
- (g) Procedures to enable the Recipient to deal with such other matters as the Recipient considers necessary to ensure that the Recipient carries out its obligations under this Agreement.

A.2.4 Supporting Documentation. Upon request, and within the time period indicated in the Notice, the Recipient will provide the Province with proof of the matters referred to in this Article 2 of Schedule "A" of this Agreement.

A.2.5 Additional Covenants. The Recipient undertakes to advise the Province within five (5) Business Days of:

- (a) Any changes that affect its representations, warranties and covenants under sections A.2.1, A.2.2 or A.2.3 of this Agreement during the Term of the Agreement;
- (b) Any actions, suits or other proceedings which could or would reasonably prevent the Recipient from complying with the terms and conditions of this Agreement; and
- (c) Any change in ownership or ownership structure.

ARTICLE A.3 FUNDS AND CARRYING OUT THE PROJECT

A.3.1 Funds Provided. The Province will:

- (a) Provide Funds to the Recipient up to the Maximum Funds, based on the Cost-Share Funding Percentage, for the sole purpose of carrying out the Project;
- (b) Provide the Funds to the Recipient in accordance with section D.2 of this Agreement provided that the Recipient makes claims for payment of Funds in accordance with section E.1 of this Agreement;
- (c) Provide funding as long as the total combined amount of provincial and federal assistance for the Eligible Costs actually incurred and paid by the Recipient do not exceed ninety per cent (90%) of those costs; and
- (d) Deposit the Funds into an account designated by the Recipient, provided that account:
 - (i) Resides at a Canadian financial institution, and
 - (ii) Is in the name of the Recipient.

A.3.2 Limitation On Payment Of Funds. Despite section A.3.1 of this Agreement:

- (a) The Province is not obligated to provide any Funds to the Recipient until the Recipient provides the insurance certificate or other proof as the Province may request pursuant to section A.10.2 of this Agreement;
- (b) The Province is not obligated to provide any Funds until it is satisfied with the progress of the Project;
- (c) The Province may adjust the amount of Funds it provides to the Recipient without liability, penalty or costs in any Funding Year based upon the Province's assessment of the information provided by the Recipient pursuant to Article A.6 of this Agreement;
- (d) If, pursuant to the *FAA*, the Province does not receive the necessary appropriation from the Ontario Legislature for payment under this Agreement, the Province is not obligated to make any such payment, and, as a consequence, the Province may:
 - (i) Reduce the amount of Funds and, in consultation with the Recipient, change the Project without liability, penalty or costs; or
 - (ii) Recover Funds already paid to the Recipient; or
 - (iii) Terminate the Agreement pursuant to section A.13.1 of this Agreement;
- (e) The Province shall impose a Holdback on any payment of Funds and will not be obligated to pay that Holdback to the Recipient until after the Province approves the Recipient's Final Report pursuant to Article A.6 of this Agreement; and
- (f) The Province is not obligated to pay interest on the Holdback as described in (e) or any other payments under this Agreement.

A.3.3 Use Of Funds And Project. The Recipient will:

- (a) Carry out the Project in accordance with the terms and conditions of this Agreement;
- (b) Complete the Project by the Project Completion Date;
- (c) Not use the Funds for Ineligible Costs;
- (d) Use the Funds only:
 - (i) For Eligible Costs that are necessary for the purposes of carrying out the Project; and
 - (ii) For those activities set out in section C.3. of this Agreement; and
- (e) Use the Funds only in accordance with the Budget.

A.3.4 Province's Role Limited To Providing Funds. For greater clarity, the Province's role under this Agreement is strictly limited to providing Funds to the Recipient for the purposes of the Project and the Province is not responsible for carrying out the Project. Without limiting the generality of the foregoing, the fact that the Province may conduct reviews and/or audits of the Project as provided for in this Agreement or issues directions, approves changes to the Project or imposes conditions upon an approval in accordance with the terms and conditions of this Agreement will not be construed by the Recipient as the Province having a management, decision-making or advisory role in relation to the Project. The Recipient further agrees that the Recipient will not seek to include the Province as a decision-maker, advisor or manager of the Project through recourse to a third party, court, tribunal or arbitrator.

A.3.5 No Changes. The Recipient will not make any changes to the Project, including to the Budget or timelines, without the prior written consent of the Province.

A.3.6 No Payment of Funds until Eligible Expenses are approved. The Province will provide the Funds to the Recipient for Eligible Costs upon receipt of proof of the expense and according to the Budget only. The Province shall not advance any of the Funds to the Recipient.

A.3.7 No Provincial Payment Of Interest. The Province is not required to pay interest on any Funds under this Agreement. For greater clarity, this includes interest on any Funds that the Province has withheld paying to the Recipient.

A.3.8 Maximum Funds. The Recipient acknowledges and agrees that the Funds available to it pursuant to this Agreement will not exceed the Maximum Funds.

A.3.9 Rebates, Credits And Refunds. The Recipient acknowledges and agrees that the amount of Funds available to it pursuant to this Agreement is based on the actual costs to the Recipient, less any costs, including taxes, for which the Recipient has received, will receive or is eligible to receive, a rebate, credit or refund.

A.3.10 Funding, Not Procurement. The funding the Province is providing under this Agreement is funding for the purposes of the PSSDA.

ARTICLE A.4

RECIPIENT'S ACQUISITION OF GOODS AND SERVICES AND DISPOSAL OF ASSETS

A.4.1 Acquisition. If the Recipient acquires goods or services or both with the Funds, it will:

- (a) Do so through a process that is transparent, fair and promotes the best value for the money expended and at competitive prices that are no greater than fair market value after deducting trade discounts and/or any other discounts available to the Recipient; and
- (b) Comply with any Requirements of Law that may be applicable to how the Recipient acquires any goods or services or both.

A.4.2 Contracts. The Recipient will ensure that all Contracts:

- (a) Are consistent with this Agreement;
- (b) Do not conflict with this Agreement;
- (c) Incorporate the relevant provisions of this Agreement to the fullest extent possible;
- (d) Require that any parties to those Contracts comply with all Requirements of Law; and
- (e) Authorize the Province to perform audits of the parties to those Contracts in relation to the Project as the Province sees fit in connection with Article A.6 of this Agreement .

A.4.3 Disposal. The Recipient:

- (a) Will, where Ontario's contribution to the cost of an asset created or purchased using the Funds, exceeds twenty-five thousand dollars (\$25,000.00) at the time of purchase or creation of the asset, retain ownership of the asset for at least two (2) years from the Expiration Date of this Agreement; unless otherwise provided under this Agreement or directed by the Province in writing; and
- (b) Will not, without the Province's prior written consent, lease or otherwise encumber assets referred to under section A.4.3(a) for at least two (2) years from the Expiration Date of this Agreement unless otherwise provided under this Agreement or as the Province directs in writing.

In the event the Recipient does not comply with section A.4.3 of this Agreement, the Province may recover the Funds provided to the Recipient for the assets referred to under section A.4.3.

ARTICLE A.5 CONFLICT OF INTEREST

- A.5.1 *No Conflict Of Interest.*** The Recipient will carry out the Project and use the Funds without an actual, potential or perceived conflict of interest.
- A.5.2 *Conflict Of Interest Includes.*** For the purposes of this Article, a conflict of interest includes any circumstances where:
- (a) The Recipient; or
 - (b) Any person who has the capacity to influence the Recipient's decisions, has outside commitments, relationships or financial interests that could, or could be seen to, interfere with the Recipient's objective, unbiased and impartial judgment relating to the Project, the use of the Funds or both.
- A.5.3 *Disclosure To The Province:*** The Recipient will:
- (a) Disclose to the Province, without delay, any situation that a reasonable person would interpret as an actual, potential or perceived conflict of interest; and
 - (b) Comply with any terms and conditions that the Province may impose as a result of the disclosure.

ARTICLE A.6 REPORTING, ACCOUNTING AND REVIEW

- A.6.1 *Preparation And Submission.*** The Recipient will:
- (a) Provide any information that is requested by the Province as the Province directs and within the timeline set out in the direction;
 - (b) Submit to the Province (at the address referred to in section B.1.5 of this Agreement) all Reports in accordance with the timelines and content requirements set out in Schedule "E", or in a form as specified by the Province from time to time and ensure that all reports are:
 - (i) Completed to the satisfaction of the Province; and
 - (ii) Signed on behalf of the Recipient by an authorized signing officer and that the accompanying attestation has been completed.
- A.6.2 *Records Maintenance.*** The Recipient will keep and maintain:
- (a) All financial records, including invoices, relating to the Funds or otherwise to the Project in a manner consistent with generally acceptable accounting principles; and
 - (b) All non-financial documents and records relating to the Funds or otherwise to the Project.
- A.6.3 *Inspection.*** The Province, its authorized representatives or an independent auditor identified by the Province may, at their own expense, upon twenty-four (24) hours' Notice to the Recipient during normal business hours, enter upon the Recipient's premises to review the progress of the Project and the Recipient's allocation and expenditure of the Funds and, for these purposes, the Province, its authorized representatives or an independent auditor identified by the Province may take one or more of the following actions:
- (a) Inspect and copy the records and documents referred to in section A.6.2 of this Agreement;
 - (b) Remove any copies made pursuant to section A.6.3(a) of this Agreement from the Recipient's premises; and
 - (c) Conduct an audit or investigation of the Recipient in respect of the expenditure of the Funds, the Project or both.

A.6.4 Disclosure. To assist in respect of the rights set out under section A.6.3 of Schedule “A” of this Agreement, the Recipient will disclose any information requested by the Province, its authorized representatives or an independent auditor identified by the Province and will do so in the form requested by the Province, its authorized representatives or an independent auditor identified by the Province, as the case may be.

A.6.5 No Control Of Records. No provision of this Agreement will be construed so as to give the Province any control whatsoever over the Recipient’s records.

A.6.6 Auditor General. For greater certainty, the Province’s rights to audit under this Article 6 of the Agreement are in addition to any rights provided to the Auditor General.

ARTICLE A.7 COMMUNICATIONS

A.7.1 Acknowledgement And Support. Unless otherwise directed by the Province, the Recipient will:

- (a) acknowledge the support of the Province in the form and manner set out under section B.1.6 of this Agreement.
- (b) The Recipient will indicate, in all of its Project-related publications – whether written, oral or visual – that the views expressed in the publication are the views of the Recipient and do not necessarily reflect those of the Province.

A.7.2 Publication By The Province. The Recipient agrees that the Province may, in addition to any obligations the Province may have under FIPPA, publicly release information under this Agreement, including the Agreement itself, in hard copy or in electronic form, on the internet or otherwise.

ARTICLE A.8 ADDITIONAL TERMS AND CONDITIONS

A.8.1 Additional Terms And Conditions. The Recipient will comply with any Additional Terms and Conditions set out under section B.2 of this Agreement. In the event of a conflict or inconsistency between any of the requirements of the Additional Terms and Conditions and any requirements of this Schedule “A” of the Agreement, the Additional Terms and Conditions will prevail.

ARTICLE A.9 INDEMNITY

A.9.1 Indemnification. The Recipient hereby agrees to indemnify and hold harmless the Indemnified Parties from and against any and all direct or indirect liability, loss, costs, damages and expenses (including legal, expert and consultant fees), causes of action, actions, claims, demands, lawsuits or other proceedings, by whomever made, sustained, incurred, brought or prosecuted, in any way arising out of or in connection with the Project or otherwise in connection with this Agreement, unless solely caused by the gross negligence or willful misconduct of the Province.

A.9.2 Recipient’s Participation. The Recipient will, at its expense, to the extent requested by the Province, participate in or conduct the defence of any proceeding against any Indemnified Parties and any negotiations for their settlement.

- A.9.3 *Province's Election.*** The Province may elect to participate in or conduct the defence of any proceeding by providing Notice to the Recipient of such election without prejudice to any other rights or remedies of the Province under this Agreement, at law or in equity. Each Party participating in the defence will do so by actively participating with the other's counsel.
- A.9.4 *Settlement Authority.*** The Recipient will not enter into a settlement of any proceeding against any Indemnified Parties unless the Recipient has obtained the prior written approval of the Province. If the Recipient is requested by the Province to participate in or conduct the defence of any proceeding, the Province, as the case may be, will co-operate with and assist the Recipient to the fullest extent possible in the proceeding and any related settlement negotiations.
- A.9.5 *Recipient's Co-operation.*** If the Province conducts the defence of any proceedings, the Recipient will co-operate with and assist the Province, as the case may be, to the fullest extent possible in the proceedings and any related settlement negotiations.

ARTICLE A.10 INSURANCE

- A.10.1 *Recipient's Insurance.*** The Recipient represents and warrants that it has, and will maintain for the Term of this Agreement, at its own cost and expense, with insurers having a secure A.M. Best rating of B+ or greater, or the equivalent, all necessary and appropriate insurance that a prudent person carrying out a project similar to the Project would maintain, including commercial general liability insurance on an occurrence basis for third party bodily injury, personal injury and property damage, to an inclusive limit of not less than two million dollars (\$2,000,000.00) per occurrence. The policy will include the following:
- (a) A cross-liability clause;
 - (b) Contractual liability coverage;
 - (c) A thirty (30) day written notice of cancellation or termination provision.
- A.10.2 *Proof Of Insurance.*** The Recipient will:
- (a) Upon request of the Province provide the Province with either:
 - (i) Certificates of insurance that confirm the insurance coverage required under section A10.1 of this Schedule "A" is in place within the time limit set out in the request, or
 - (ii) Other proof that confirms the insurance coverage required under section A10.1 of this Schedule "A" is in place within the time limit set out in that request; and
 - (b) In the event that:
 - (i) A claim is made against the Province in relation to this Agreement, and
 - (ii) The insurer does not agree to defend and indemnify the Province in relation to that claim, make available to the Province, upon request and within the time limit set out in that request, a copy of each insurance policy the Recipient is required to have under section A.10.1 of this Agreement.

ARTICLE A.11 TERMINATION ON NOTICE

- A.11.1 *Termination On Notice.*** The Province may terminate the Agreement at any time without liability, penalty or costs upon giving at least thirty (30) days' Notice to the Recipient.

A.11.2 Consequences Of Termination On Notice By The Province. If the Province terminates this Agreement pursuant to section A.11.1 of this Agreement, the Province may take one or more of the following actions:

- (a) Direct that the Recipient does not incur any costs for the Project that are Eligible Costs under this Agreement without the Province's prior written consent;
- (b) Cancel any further payments of the Funds;
- (c) Demand the repayment of any Funds remaining in the possession or under the control of the Recipient; and
- (d) Determine the reasonable costs for the Recipient to wind down the Project, and do either or both of the following:
 - (i) Permit the Recipient to offset such costs against the amount owing pursuant to section A.12.2(b) of this Agreement; and
 - (ii) Subject to section A.3.8 of this Agreement, provide Funds to the Recipient to cover such costs.

ARTICLE A.12 TERMINATION WHERE NO APPROPRIATION

A.12.1 Termination Where No Appropriation. If, as provided for in sections A.3.2(d) of this Agreement, the Province does not receive the necessary appropriation from the Ontario Legislature for any payment the Province is to make pursuant to this Agreement, the Province may terminate the Agreement immediately without liability, penalty or costs by giving Notice to the Recipient.

A.12.2 Consequences Of Termination Where No Appropriation. If the Province terminates this Agreement pursuant to section A.12.1 of this Agreement, the Province may take one or more of the following actions:

- (a) Cancel any further payments of the Funds;
- (b) Demand the repayment of any Funds remaining in the possession or under the control of the Recipient; and
- (c) Determine the reasonable costs for the Recipient to wind down the Project and permit the Recipient to offset such costs against the amount owing pursuant to section A.12.2(b) of this Agreement.

A.12.3 No Additional Funds. For greater clarity, if the costs determined pursuant to section A.12.2(c) of this Agreement exceed the Funds remaining in the possession or under the control of the Recipient, the Province will not provide additional Funds to the Recipient.

ARTICLE A.13 EVENT OF DEFAULT, CORRECTIVE ACTION AND TERMINATION FOR DEFAULT

A.13.1 Events Of Default. Each of the following events will constitute an Event of Default:

- (a) In the opinion of the Province, the Recipient breaches any representation, warranty, covenant or other term of the Agreement, including failing to do any of the following in accordance with the terms and conditions of this Agreement:
 - (i) Carry out the Project;

- (ii) Use or spend the Funds;
 - (iii) Provide, in accordance with section A.6.1, Reports or any such other reports as may have been requested pursuant to section A.6.1(b), under this Agreement; or
 - (iv) The Recipient fails to follow any directions that the Province provides under this Agreement.
- (b) The Recipient's operations, or its organizational structure, changes such that it no longer meets one or more of the eligibility requirements of the Program under which the Province provides the Funds;
 - (c) The Recipient makes an assignment, proposal, compromise, or arrangement for the benefit of creditors, or a creditor makes an application or an order adjudging the Recipient bankrupt, or applies for the appointment of a receiver; or
 - (d) The Recipient ceases to operate.

A.13.2 Consequences Of Events Of Default And Corrective Action. If an Event of Default occurs, the Province may, at any time, take one or more of the following actions:

- (a) Initiate any action the Province considers necessary in order to facilitate the successful continuation or completion of the Project;
- (b) Provide the Recipient with an opportunity to remedy the Event of Default;
- (c) Suspend the payment of Funds for such a period as the Province determines appropriate;
- (d) Reduce the amount of Funds by an amount the Province determines is appropriate, acting reasonably;
- (e) Cancel any further payments of the Funds;
- (f) Demand the repayment of any Funds remaining in the possession or under the control of the Recipient;
- (g) Demand the repayment of an amount equal to any Funds the Recipient used, but did not use in accordance with the terms and conditions of this Agreement;
- (h) Demand the repayment of an amount equal to any Funds the Province provided to the Recipient, even though the Project is partially completed; and
- (i) Terminate this Agreement at any time, including immediately, without liability, penalty or costs to the Province upon giving Notice to the Recipient.

A.13.3 Opportunity To Remedy. If, in accordance with section A.13.2(b) of this Agreement, the Province provides the Recipient with an opportunity to remedy the Event of Default, the Province will provide Notice to the Recipient of:

- (a) The particulars of the Event of Default; and
- (b) The Notice Period.

A.13.4 Recipient Not Remedying. If the Province has provided the Recipient with an opportunity to remedy the Event of Default pursuant to section A.13.2(b) of this Agreement, and;

- (a) The Recipient does not remedy the Event of Default within the Notice Period;
- (b) It becomes apparent to the Province that the Recipient cannot completely remedy the Event of Default within the Notice Period; or
- (c) The Recipient is not proceeding to remedy the Event of Default in a way that is satisfactory to the Province;

the Province may extend the Notice Period or initiate any one or more of the actions provided for in sections A.13.2(a), (c), (d), (e), (f), (g), (h) and (i) of this Agreement.

A.13.5 *When Termination Effective.* Termination under Article A.13 of this Agreement will take effect as set out in the Notice.

ARTICLE A.14 LIMITED TERMINATION OF AGREEMENT

A.14.1 *Limited Termination Of Agreement.* Without limiting the Province's rights under this Agreement, if the Province exercises its right of termination pursuant to Articles A.11, A.12 or A.13 of this Agreement, the Province may limit such termination to one or more activities set out under Article C.3 of this Agreement without terminating this Agreement as a whole.

A.14.2 *Impact Of Limited Termination Of The Agreement.* If the Province exercises its right under section A.14.1 of this Agreement, the Province will adjust the Funds being provided under this Agreement to account for the limited termination and the remainder of the Agreement not terminated will remain in effect.

ARTICLE A.15 FUNDS AT THE END OF A FUNDING YEAR

A.15.1 *Funds At The End Of A Funding Year.* Without limiting any rights of the Province under Article A.13 of this Agreement, if the Recipient has not spent all of the Funds allocated for the Funding Year as provided for in the Budget, the Province may, at its sole and absolute discretion, adjust the amount of any further payments of Funds accordingly.

ARTICLE A.16 REPAYMENT

A.16.1 *Repayment Of Overpayment.* If at any time during the Term of this Agreement the Province provides Funds in excess of the amount to which the Recipient is eligible to receive under this Agreement, the Province may:

- (a) Deduct an amount equal to the excess Funds from any further payments of the Funds; or
- (b) Demand that the Recipient pay an amount equal to the excess Funds to the Province.

A.16.2 *Interest Rate.* The Province may charge the Recipient interest on any money owing by the Recipient at the then current interest rate charged by the Province of Ontario on accounts receivable.

A.16.3 *Payment Of Money To Province.* The Recipient will pay any money owing to the Province by cheque payable to the "Ontario Minister of Finance" and delivered to the Province at the address referred to in section 18.1 of Schedule "A" of this Agreement.

A.16.4 *Repayment.* Without limiting the application of section 43 of the *FAA*, if the Recipient fails to repay any amount owing under this Agreement, Her Majesty the Queen in Right of Ontario may deduct any unpaid amount from any money payable to the Recipient by Her Majesty the Queen in Right of Ontario.

A.16.5 Funds Are Part Of A Social Or Economic Program. The Recipient acknowledges and agrees that any Funds provided under this Agreement are for the administration of social or economic programs or the provision of direct or indirect support to members of the public in connection with social or economic policy.

ARTICLE A.17 NOTICE

A.17.1 Notice In Writing And Addressed. Notice will be in writing and will be delivered by email, postage-paid mail, personal delivery or fax and will be addressed to the Province and the Recipient respectively as set out in section B.1.7 of this Agreement or as either Party later designates to the other by Notice.

A.17.2 Notice Given. Notice will be deemed to have been given:

- (a) In the case of postage-paid mail, five (5) Business Days after the Notice is mailed; or
- (b) In the case of email, personal delivery or fax, one (1) Business Day after the Notice is delivered.

A.17.3 Postal Disruption. Despite section A.17.2(a) of this Agreement, in the event of a postal disruption,

- (a) Notice by postage-prepaid mail will not be deemed to be received; and
- (b) The Party giving Notice will provide Notice by email, personal delivery or fax.

ARTICLE A.18 CONSENT BY PROVINCE AND COMPLIANCE BY RECIPIENT

A.18.1 Consent. When the Province provides its consent pursuant to this Agreement, that consent will not be considered valid unless that consent is in writing and the person providing that consent indicates in the consent that that person has the specific authority to provide that consent. The Province may also impose any terms and conditions on such consent and the Recipient will comply with such terms and conditions.

ARTICLE A.19 SEVERABILITY OF PROVISIONS

A.19.1 Invalidity Or Unenforceability Of Any Provision. The invalidity or unenforceability of any provision in this Agreement will not affect the validity or enforceability of any other provision of this Agreement. Any invalid or unenforceable provision will be deemed to be severed.

ARTICLE A.20 WAIVER

A.20.1 Waivers In Writing. If a Party fails to comply with any term or condition of this Agreement that Party may only rely on a waiver of the other Party if the other Party has provided a written waiver in accordance with the Notice provisions in Article A.17 of this Agreement. Any waiver must refer to a specific failure to comply and will not have the effect of waiving any subsequent failures to comply. For greater clarity, where the Province chooses to waive a term or condition of this Agreement, such waiver will only be binding if provided by a person who indicates in writing that he or she has the specific authority to provide such a waiver.

ARTICLE A.21 INDEPENDENT PARTIES

A.21.1 *Parties Independent.* The Recipient acknowledges and agrees that it is not an agent, joint venturer, partner or employee of the Province and the Recipient will not represent itself in any way that might be taken by a reasonable person to suggest that it is or take any actions that could establish or imply such a relationship.

ARTICLE A.22 ASSIGNMENT OF AGREEMENT OR FUNDS

A.22.1 *No Assignment.* The Recipient will not, without the prior written consent of the Province, assign any of its rights or obligations under this Agreement.

A.22.2 *Agreement Binding.* All rights and obligations contained in this Agreement will extend to and be binding on the Parties' respective heirs, executors, administrators, successors and permitted assigns.

ARTICLE A.23 GOVERNING LAW

A.23.1 *Governing Law.* This Agreement and the rights, obligations and relations of the Parties will be governed by and construed in accordance with the laws of the Province of Ontario and the applicable federal laws of Canada. Any actions or proceedings arising in connection with this Agreement will be conducted in the Courts of Ontario, which will have exclusive jurisdiction over such proceedings.

ARTICLE A.24 FURTHER ASSURANCES

A.24.1 *Agreement Into Effect.* The Recipient will provide such further assurances as the Province may request from time to time with respect to any matter to which the Agreement pertains and will otherwise do or cause to be done all acts or things necessary to implement and carry into effect the terms and conditions of this Agreement to their full extent.

ARTICLE A.25 JOINT AND SEVERAL LIABILITY

A.25.1 *Joint And Several Liability.* Where the Recipient comprises more than one entity, all such entities will be jointly and severally liable to the Province for the fulfillment of the obligations of the Recipient under this Agreement.

ARTICLE A.26 RIGHTS AND REMEDIES CUMULATIVE

A.26.1 *Rights And Remedies Cumulative.* The rights and remedies of the Province under this Agreement are cumulative and are in addition to, and not in substitution of, any of its rights and remedies provided by law or in equity.

ARTICLE A.27 JOINT AUTHORSHIP

A.27.1 Joint Authorship Of Agreement. The Parties will be considered joint authors of this Agreement and no provision herein will be interpreted against one Party by the other Party because of authorship. No Party will seek to avoid a provision herein because of its authorship through recourse to a third party, court, tribunal or arbitrator.

ARTICLE A.28 FAILURE TO COMPLY WITH OTHER AGREEMENT

A.28.1 Other Agreements. If the Recipient:

- (a) Has committed a Failure;
- (b) Has been provided with notice of such Failure in accordance with the requirements of such other agreement;
- (c) Has, if applicable, failed to rectify such Failure in accordance with the requirements of such other agreement; and
- (d) Such Failure is continuing,

the Province may suspend the payment of Funds under this Agreement without liability, penalty or costs for such period as the Province determines appropriate.

ARTICLE A.29 SURVIVAL

A.29.1 Survival. The provisions of this Agreement that by their nature survive the expiration or early termination of this Agreement will so survive for a period of seven (7) years from the date of expiry or termination. Without limiting the generality of the foregoing, the following Articles and sections, and all applicable cross-referenced sections and schedules will continue in full force and effect for a period of seven (7) years from the date of expiry or termination: Articles A.1 and any other applicable definitions, A.9, A.16, A.17, A.19, A.20, A.23, A.24, A.26, A.27, and A.28 as well as sections A.3.2, A.3.4, A.3.8, A.3.9, A.6.1 (to the extent that the Recipient has not provided the Reports to the satisfaction of the Province), A.6.2, A.6.3, A.6.4, A.6.5, A.6.6, A.11.2, A.12.2, A.13.1, A.13.2, A.13.4 of this Agreement and any cross-referenced Schedules therein as well as any other provision in this Agreement that specifically sets out it will survive the expiration or early termination of this Agreement. Despite the above, section A.4.3 of this Agreement shall survive for a period of two (2) years from the date of expiry or termination of this Agreement.

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SCHEDULE “B” OPERATIONAL REQUIREMENTS AND ADDITIONAL TERMS AND CONDITIONS

ARTICLE B.1 OPERATIONAL REQUIREMENTS

B.1.1 Effective Date. The Effective Date of this Agreement is: **September 1, 2022**

B.1.2 Expiration Date. The Expiration Date of this Agreement is: **December 15, 2024**

B.1.3 Project Completion Date. The Project Completion Date is: **December 15, 2023**

The Project Completion Date may be extended at the request of the Recipient by up to 6 months, provided that:

- (a) The proposed extended date is at least 6 months prior to the Expiration Date
- (b) The request is made in writing to the address in section B.1.6 of this Agreement; and
- (c) The request is approved by the Province in writing.

Extensions of the Project Completion Date not being at least 6 months prior to the Expiration Date will require a written amendment to this Agreement duly executed by the Parties.

B.1.4 Submission Of Publications For Approval And Reports. All Reports and Project-related publications under this Agreement shall be submitted to:

Name: Ontario Ministry of Agriculture, Food and Rural Affairs

Address: Rural Programs Branch
4th Floor NW, 1 Stone Road West
Guelph, Ontario N1G 4Y2

Attention: Administrative Service Representative, Agriculture and Rural Programs Unit

Email: RED@ontario.ca

or any other person identified by the Province in writing.

B.1.5 Recognition Of Provincial Support: In addition to the requirements under section A.7.1 of this Agreement, the Recipient will acknowledge the Province’s support for the Project in the following manner: “The project is funded in part by the Ontario Ministry of Agriculture, Food and Rural Affairs”.

B.1.6 Providing Notice. All Notices under this Agreement shall be provided to:

	The Province:	The Recipient:
Name:	Ontario Ministry of Agriculture, Food and Rural Affairs	Corporation of the County of Renfrew
Address:	Rural Programs Branch 4th Floor NW, 1 Stone Road West Guelph, Ontario N1G 4Y2	9 International Drive Pembroke, Ontario K8A 6W5
Attention:	Director, Rural Programs Branch	David Wybou, BDO
Email:	RED@ontario.ca	dwybou@countyofrenfrew.on.ca

or any other person identified by the Parties in writing through a Notice.

ARTICLE B.2 ADDITIONAL TERMS AND CONDITIONS

B.2.1 Notice Of Recipient's Insolvency. The Recipient will:

- (a) Provide the Province with Notice at least five (5) Business Days prior to making an assignment, proposal, compromise or arrangement for the benefit of its creditors and will not incur any additional costs for the Project under this Agreement without the Province's prior written consent from the date the Notice is sent to the Province; and
- (b) Provide the Province with Notice within five (5) Business Days of a creditor providing the Recipient with a notice of an intent to enforce security or applying for an order adjudging the Recipient bankrupt or the appointment of a receiver, and will not incur any additional costs under this Agreement without the prior approval of the Province from the date that the Recipient received notice of the creditor's action.

B.2.2 Special Circumstances The Parties recognize and acknowledge, that at the time of entering into this Agreement; due to restrictions under the Emergency Management and Civil Protection Act, R.S.O. 1990, and its regulations, put in place in response to an ongoing pandemic known as the CoVID19 pandemic; there were and continue to be limitations on the activities permitted under law (the "Limitations").

B.2.2.1 Notice of Special Circumstances Should the Limitations, defined in section B.2.2 of this Agreement, result in a delay in completing the Project or Reports; the Recipient shall immediately notify the Province in writing. The notification from the Recipient should include:

- (i) The specific reasons for the delay;
- (ii) The nature of the delay; and
- (iii) What the Recipient has done and plans to do to mitigate the delay.

B.2.2.2 Response to Notice of Special Circumstances Upon receiving a Notice of Special Circumstances (as described in section B.2.2.1 of this Agreement) from the Recipient; the Province will, acting reasonably and in a timely manner, take the following steps;

- (i) Review the notification provided by the Recipient to determine what possible action(s), if any, could be taken to advance the successful completion of the Project;
- (ii) Provide the Recipient with Notice of the Province's determination of what actions will be taken in response to the Notice of Special Circumstances provided by the Recipient, (including any actions the Recipient will be required to take to address the Special Circumstances); and
- (iii) Prepare any amendments to the Agreement which the Province determines at its sole and absolute discretion, are needed.

[REST OF PAGE INTENTIONALLY LEFT BLANK - SCHEDULE "C" FOLLOWS]

SCHEDULE “C” PROJECT DESCRIPTION

C.1 PROJECT NAME

County of Renfrew Newcomer & Workforce Attraction & Development Initiative

C.2 PROJECT STREAM

Attraction and retention of workers / immigrants / youth

C.3 PROJECT OBJECTIVE

Project is a collaborative initiative to address employment challenges by attracting new residents, businesses and workers through development and implementation of a marketing strategy and campaign to promote Renfrew County as a place to live, work and play.

PROJECT ACTIVITIES ELIGIBLE FOR FUNDING INCLUDE
Digital Marketing (online social media marketing & management).
Print Marketing (print advertisements in key major urban areas in Ontario).
Image Development (contract with photographers for images).
Venue Rentals (plus in-kind contribution of \$2,260).
RFP for Marketing Strategy and Implementation Plan
Training Development & Procurement, i.e. customer services, first aid, etc. (plus in-kind contribution of \$3,500).
Video Development (contract with production company for video development, etc.).

All activities identified above will be completed by the Project Completion Date identified under section B.1.3 of this Agreement.

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SCHEDULE "D"

PROJECT FINANCIAL INFORMATION

ARTICLE D.1 FUNDING INFORMATION

- D.1.1 Cost-Share Funding Percentage.** The Cost-Share Funding Percentage is sixty five per cent (65.00%) of incurred paid Eligible Costs up to the Maximum Funds.
[Note that for payment purposes the percentage is calculated to 10 decimal places and is based on the Maximum Funds against the Project's Total Eligible Costs.]
- D.1.2 "Maximum Funds".** The Maximum Funds the Recipient is eligible to receive from the Province under this Agreement is \$76,219.00
- D.1.3 Holdback.** The Holdback will be up to ten per cent (10%) of Maximum Funds from the final payment of Funds made under this Agreement.

ARTICLE D.2 COSTS

- D.2.1 Eligible Costs.** Eligible Costs are those costs or percentage of a cost defined as Eligible Costs in the Guidelines and are limited to costs which the Province has determined, at its sole and absolute discretion, to be costs properly and reasonably incurred, paid or reimbursed by the Recipient, and are necessary for the successful completion of the Project.

For greater clarity, Eligible Costs are those costs that are:

- (a) Incurred by the Recipient in the Province of Ontario on or after the Effective Date and on or before the Project Completion Date;
- (b) Paid by the Recipient to an Arm's Length third party;
- (c) Consistent with the applicable list of Eligible Costs set out in the Guidelines from time to time;
- (d) If related to travel or meals, are consistent with the requirements for travel and meal costs set out in section D.3.1 of this Agreement; and
- (e) In the Province's sole and absolute discretion, directly attributable and necessary for the successful completion of the Project and properly and reasonably incurred, paid or reimbursed by the Recipient.

When purchasing goods or services for the Project, Recipients must follow a process that is transparent and fair, that promotes the best value for the money expended and is at competitive prices that are no greater than the fair market value, including when retaining consultants and contractors.

- D.2.2 Incurring Eligible Costs.** The Recipient will incur Eligible Costs as described in section D.2.1 and in accordance with the following Project Budget chart and no later than by the Project Completion Date:

BUDGET OF PROVINCIAL CONTRIBUTION					
FUNDING YEAR	QUARTER 1 (APR. – JUN.)	QUARTER 2 (JUL. – SEP.)	QUARTER 3 (OCT. – DEC.)	QUARTER 4 (JAN. – MAR.)	FUNDING YEAR TOTAL
The lesser of 65.00% of Eligible Costs, up to the maximum listed below:					
2022-23	\$0.00	\$0.00	\$24,212.50	\$5,989.75	\$30,202.25
2023-24	\$8,840.00	\$16,376.75	\$20,800.00	\$0.00	\$46,016.75
MAXIMUM PROVINCIAL FUNDS FOR THE PROJECT					\$76,219.00

D.2.3 **Ineligible Costs.** Ineligible Costs are any costs that do not meet the requirements for Eligible Costs in section D.2.1 of this Agreement or were not approved by the Province in writing before the Recipient incurred the costs. Ineligible Costs include but are not limited to:

- (a) Any cost incurred prior to the Effective Date or after the Project Completion Date;
- (b) Any cost that will be funded or reimbursed through any other agreement with any third party other than other ministries, agencies and organizations of the Government of Ontario.
- (c) Any cost associated with providing any Reports to the Province pursuant to Schedule “E” or other information required by the Province; and
- (d) Any cost associated with lobbying the Province, including other Ministries, agencies and organizations of the Government of Ontario;

ARTICLE D.3 TRAVEL AND MEAL COSTS

D.3.1 In order to be considered Eligible Costs, travel and meal costs must be:

- (a) Identified in section C.3 of this agreement
- (b) Incurred only by persons who were hired to work 100 per cent of their time on the Project and whose position is reimbursed by the Funds;
- (c) Aligned with the most current Travel, Meal and Hospitality Expenses Directive (a copy will be provided upon request).

[REST OF PAGE INTENTIONALLY LEFT BLANK - SCHEDULE “E” FOLLOWS]

SCHEDULE “E” PAYMENTS AND REPORTS

E.1 Claim Submission Requirements. The Recipient shall submit claims electronically using the Province’s claims portal. Instructions on receiving access to the portal will be provided to the Recipient by the Province at the time of approval. Claims shall be provided as set out in the table below. Claims are not considered delivered until reviewed and approved by the Province.

Name of Claim		Due Date
(a)	Progress Update and Claim Statement	A minimum of one claim must be submitted prior to the final claim, unless waived at the sole and absolute direction of the Province.
(b)	Final claim	The final claim is to be completed and submitted to the Province within three (3) months of the Project Completion Date.

E.2 Reporting Requirements. Reports shall be provided as set out in the table below. Reports are not considered delivered until reviewed and approved by the Province.

Name of Report		Due Date
1.	Final Report	The Final Report is to be completed and submitted to the Province on or before: Project Completion + 4 months A copy of the Final Report Template will be provided to you upon request.
2.	Other Reports Any other Report regarding the Project or evidence of project completion that the Province requests.	As directed by the Province.

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OTTAWA VALLEY TOURIST ASSOCIATION REPORT

Prepared by: Melissa Marquardt, Manager of Economic Development

Prepared for: Development and Property Committee

October 11, 2022

INFORMATION

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

The Economic Development Division is pleased to welcome Ms. Ryan Gilbertson as Tourism Development Officer to the team. Ms. Gilbertson joined the County on September 26.

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

The consultation process has begun with a survey launched on October 4 to gather input from stakeholders from across the region. The survey has been sent to more than 240 restaurants, food and beverage producers, farmers' markets and vendors, food trucks, accommodators, attractions and events that have a culinary offering and/or experience. One-on-one stakeholder interviews will also be conducted throughout the month to gather additional input.

The survey will remain open until October 16 and can be completed via <https://forms.gle/qwbttvB77DZeTGtHs9>.

A stakeholder workshop will be held on November 23 in Eganville with the Culinary Tourism Alliance to review the feedback and findings and discuss potential priorities and actions.

3. Ottawa Valley Featured in Great Taste of Ontario Special Report [Strategic Plan Goal No. 1]

The Ottawa Valley was featured as a fall destination in the Great Taste of Ontario's Special Report released in the Globe and Mail on September 30. The article "[Delicious autumn: Three regions to visit for fun, fall colours and fantastic food](#)" highlighted places to stay, where to eat and things to do with a special focus on culinary offerings and experiences.

Local businesses featured include: The Whitewater Inn (Beachburg), Whitewater Brewing Co. (Cobden/Foresters Falls), OWL Rafting (Foresters Falls), Neat Coffee Shop (Burnstown), 86 Bistro and Market (Deep River), Fifth Chute Coffee (Eganville), Beavertails (Killaloe), as well as the Canadian Clock Museum (Deep River), Tom Irwin Adventure Tours (Calabogie) and Wilderness Tours (Foresters Falls).

4. **Canadian Canoe Route Featured in Must Do Canada [Strategic Plan Goal No. 1]**

The Canadian Canoe Route, one of our key travel trade itineraries, was recently featured in the popular travel blog [Must Do Canada](#). The blog feature was a result of hosting bloggers Matthew and Karla on a familiarization tour in August as they travelled the Canadian Canoe Route by car. This familiarization tour was conducted in partnership with the Ontario's Highlands Tourism Organization (OHTO) as part of our domestic travel trade efforts.

ENTERPRISE RENFREW COUNTY REPORT

Prepared by: Melissa Marquardt, Manager of Economic Development

Prepared for: Development and Property Committee

October 11, 2022

INFORMATION**1. Starter Company Plus – Fall Intake [Strategic Plan Goal No. 1]**

Following the Starter Company Plus Information Sessions held in September, with 46 interested participants in attendance, the Fall Intake program training began on September 21 with 26 approved applicants.

Program participants come from Pembroke, Renfrew, Eganville, Arnprior, Petawawa, Westmeath, Killaloe and Braeside and offer products and services from across a variety of sectors including retail, construction, automotive, electrical, arts, recreation, health and wellness, dental and agriculture.

2. French Language Services Grant [Strategic Plan Goal No. 2]

Following notice received on September 19 from the Ministry of Economic Development, Job Creation and Trade, Enterprise Renfrew County has submitted a funding application for a French Language Services Grant. If successful, the grant will enhance French language services delivered by Enterprise Renfrew County (ERC), including:

- Development and translation of marketing materials in French,
- Offering translation/interpretation for Francophone business consultations,
- Outreach and partnership development with local Francophone support agencies and partners,
- Direct outreach to Francophone business community, and
- Hosting a virtual networking event linking the local Francophone business community with Francophone support agencies, partners and services.

A decision about whether the grant application is successful is expected in November.

3. **Outreach and Partnerships**

ERC co-hosted a Succession Planning workshop with Renfrew County Community Futures Development Corporation on September 21 with 26 individuals in attendance.

Three virtual marketing workshops facilitated by Bernard Charlebois of Boum Strategies are being held this month which focus on boosting business with an online store, web development and consumer behaviour.

Additionally, registration is open for individuals, businesses and organizations interested in brushing up on or learning new skills during Small Business Week being held October 16-20, including:

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

Registration link for Small Business Week events:

<https://ovta.typeform.com/to/gYUCQQd9>

FORESTRY AND GIS DIVISION REPORT

Prepared by: Jason Davis, Director of Development and Property

Prepared for: Development and Property Committee

October 11, 2022

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

- a) The Ministry of the Environment, Conservation and Parks (MECP) requested input on the Environmental Registry of Ontario (ERO) [019-5595](#) for finalizing recovery strategies for five species at risk and initiating pre-consultation on government response statements and the Ontario [Black Ash Recovery Strategy](#). This strategy was prepared by a consultant and is a piece of advice to government, and not binding at this time. However, the strategy is being shared to allow for public input that could inform the government's development of its response. The strategy outlines both the threats to black ash and the objectives for protection and recovery. It is not yet defined what would and would not be permitted in regulated habitat, but the recommendation for regulated habitat area is every wetland that has at least one black ash plus 28m. It is also recommended that every black ash, lowland or upland, also receive a 28m radial habitat protection. Input was solicited via a survey that closed on October 6 to inform draft government response statements. The County Forester completed the survey and submitted the attached letter, Appendix FORGIS-I, on behalf of the County. This messaging aligns with the previous two letters submitted by the County on the listing of black ash as an Endangered Species since 2021. Note that some of this input was included in the background of the Recovery Strategy.
- b) The County Forester attended a National Forest Week reception hosted by the Forest Product Association of Canada in Ottawa, which brought together elected officials and forest leaders from all over Canada.
- c) Staff attended a webinar hosted by Forests Ontario and Ontario Forest Industries Association on a labour market study recently completed in Ontario. The study focused on youth and employment interest in the

forest sector. A report will be available in print soon and will be shared with Committee.

Some of the main findings included:

- Youth have a very low awareness of the forest sector, and it is not mentioned as a career choice without prompt. 67% of students said they've never considered a career in manufacturing, forestry, or mining.
- Understanding about what kinds of jobs are available is low, and mostly perceived as logging and wood product manufacturing.
- There was about a 50/50 split in negative/positive perceptions of careers in the sector.
- Perceptions can be shifted with correct information.
- Promoting a multi-faceted industry will capture youth's attention.

The County of Renfrew takes action to promote and educate forestry as a profession and encourages a positive perception of sustainable forestry through classroom visits, career fairs, social media and other outreach to the youth and general public. Staff will continue to undertake these activities as time allows to assist the local sector in both improving public perception of forestry and increasing the future employment pool.

- d) Forestry staff have sent inquiries and are in conversation with the Ontario Woodlot Association (OWA) about the potential for some or all of Renfrew County Forest (RCF) Tracts to be included in a project that will provide Light Detection and Ranging (LiDAR) forest inventory information for private land in Ontario. More information on OWA's project can be seen here: [Ont. Woodlot Assoc. - Forest Inventory Program \(ontariowoodlot.com\)](https://ontariowoodlot.com).

The OWA has received \$1.2 million in funding over five years that "will allow us to develop state-of-the-art forest inventories that inform the application of best management practices that enhance carbon storage for many landowners, including our members," according to John Pineau, Executive Director of the OWA. RCF are members of the OWA, which has recently merged with Eastern Ontario Model Forest, the not-

for-profit which houses the group Forest Stewardship Council (FSC) certification program that RCF is part of.

2. **Algonquin Trail – TransCanada Pipeline Overlap Agreement Amendment**

In January 2020, County Council passed a By-law approving the final lease agreement (Master Agreement) between Garrison Petawawa and TransCanada Pipeline (TCP). In 2021, the County of Renfrew signed an Overlap Agreement with TCP as part of the Master Agreement. The Overlap Agreement specified that only the westerly 5 metres of the TCP right-of-way lands could be used for the Algonquin Trail. During the 2021 preparation of the trail build, it became evident to County staff that the 5 metres requirement would be too onerous and cost prohibitive to complete the 16 kilometres section of the Algonquin Trail through Garrison Petawawa lands. Staff has engaged the legal counsel of Borden Ladner Gervais of Ottawa to modify the Overlap Agreement with TCP to allow up to 13 metres westerly of the pipeline for the Algonquin Trail.

Staff is at the point where they are satisfied that the amended terms of the agreement has the same intent as the original that was adopted by By-law. As such, the County's Chief Administrative Officer has the authority to sign the revised document once finalized.

3. **Algonquin Trail – Donation Request – Township of Laurentian Valley Resident**

Attached as Appendix FORGIS-II are two pieces of correspondence from a Township of Laurentian Valley resident regarding the installation of a fence in the Burns Drive area. The first piece of correspondence is an offer to donate the purchase and installation of a fence on a section of the Algonquin Trail. The second piece of correspondence is requesting that the County consider repaying the costs of the purchase and installation of the fence if in the future the County receives grant money to complete fencing for the entire section of the Algonquin Trail in the Burns Drive area.

The Algonquin Trail Advisory Committee on October 5, 2022 approved the donation of a section of fencing on the Algonquin Trail providing the following conditions were met: a) WSIB and insurance requirements are met by the installer; b) staff are to approve the style and location of the

fence prior to installation; and, c) rather than repaying the costs of the purchase and installation of the fence in the future, the resident will be provided with the option of accepting a charitable donation receipt from the County of Renfrew for the appraised value of the fence.

RESOLUTIONS

4. All-Terrain Vehicle Trail Pass – County of Renfrew Trails

Recommendation: THAT the Development and Property Committee recommends that County Council approve the trail pass requirement for All-Terrain Vehicles (ATVs) on the Algonquin and K & P Recreational Trails starting in the 2023 season; AND FURTHER THAT staff be directed to modify the existing lease agreement with the Renfrew County ATV Club to reflect the trail pass requirements; AND FURTHER THAT the K & P Recreational Management Advisory Committee be informed of this direction.

Background

At the May session of County Council, the following resolution was passed regarding the trail pass requirement for All-Terrain Vehicles (ATVs) on the Algonquin and K & P Recreational Trails:

“RESOLUTION NO. DP-CC-22-05-56

THAT County Council approve the trail pass requirement for All-Terrain Vehicles (ATVs) on the Algonquin and K & P Recreational Trails, in principle, pending a successful negotiation; AND FURTHER THAT staff be directed to negotiate the existing agreement with the Renfrew County ATV Club to include an annual contribution to the County of Renfrew Trails; AND FURTHER THAT the K & P Recreational Management Advisory Committee be informed of this direction.”

Attached as Appendix FORGIS-III is the proposed Renfrew County ATV (RCATV) Club’s annual contribution to the County of Renfrew as part of the Trail Pass requirement for County-owned trails. The RCATV Club agrees to continue with the following annual in-kind services and financial contribution with an estimated annual value of \$34,660:

- \$12,360 for trail warden services
- \$5,700 trail event support

- \$6,600 outreach and promotion
- \$8,000 in trail stewardship
- \$2,000 in financial contribution

Staff support the proposed in-kind and cash contribution to the County's trail system as presented by the Club.

The following is a list of benefits the implementation of a trail pass system would provide to the County of Renfrew:

- RCATV's vision is to have sustained trails across the entire trail system. As trail permits are RCATV's only funding resource, having consistency in permit requirements will enable RCATV as a trail partner to continue to make financial investment toward the Algonquin Trail.
- RCATV has been an Algonquin Trail partner in good faith, contributed hundreds of volunteer hours, an estimated \$75,000 to support the Algonquin Trail and most recently donated \$40,000 towards the Algonquin Trail. At no cost to the County, RCATV has and continues to: a) provide general trail maintenance including grading, metal removal and access points; b) market and promote at events and trade shows; c) respond to enquiries and inform riders of by-laws; d) provide signage; e) have trail wardens and trail presence, and OPP liaison; f) advocate for municipal by-laws for routes connected to the Algonquin Trail including Deep River; and, g) work with the County to address landowner concerns.
- Trail permit requirements generally bring with it greater rider responsibility and pride in the trail system, increased compliance with insurance, licence and overall better trail safety. Riders who belong to a club and purchase permits are typically more informed, responsible and accountable for their actions and behaviours, potentially reducing instances of nuisance and unsafe behaviour.
- It is more supportive to trail tourism and rider experience for trail users to have consistency in the regulations for where a permit is and is not required across the entire Ottawa Valley.
- Enforcement by OPP is more efficient when there is consistency across the connected trail system. This will also reduce unintentional trespassing when riders move from unpermitted to permitted areas.

- The culture that supports trails and purchases permits has changed, with over 3,200 permits sold in RCATV and over 13,000 in the Ontario Federation of ATV Clubs (OFATV) in just four years. When the Algonquin Trail was first purchased in 2016, trail permit support was still early within Renfrew County with a membership of 72.

The Renfrew County ATV is willing to continue with the maintenance and financial support (when available), and also have other trail organizations (i.e., Eastern Ontario Trails Alliance (EOTA)) enter into agreements with the County as long as there are reciprocal agreements with the differing trail organizations.

The Algonquin Trail Advisory Committee directed staff to further negotiate the cash contribution and staff has confirmed that the County will receive an annual contribution of 3% or a minimum of \$2,000 of RCATV trail pass revenues. Staff will also review this agreement in 2025.

5. **Rural Ontario Municipal Association (ROMA) 2023 Conference**

Recommendation: THAT the Development and Property Committee recommends that County Council approve a delegation request at the 2023 Rural Ontario Municipal Association (ROMA) Annual Conference with the Minister of Agriculture, Food and Rural Affairs to discuss the Line Fences Act as it relates to the costs of municipal ownership of abandoned rail corridors.

Background

The 2023 ROMA Annual General Meeting and Conference is back live and in person for the first time in two years. In the past, the Province has invited municipalities to have requests to be a delegation at the conference by November 15.

Staff is reviewing costs related to requirements of the Line Fences Act which requires the County to pay 100% of the fence maintenance and replacement if requested by an abutting landowner that is considered a farmer.

The Line Fences Act of Ontario provides a dispute resolution procedure between the owners of adjoining properties in most of Ontario. Line fences are fences that mark the boundary between properties and are often

referred to as boundary or division fences. The Act does not deal with disputes about fences that are not on a boundary line.

Section 20 (1) of the Act states “that where land that was formerly used as part of a line of railway is conveyed in its entire width by the railway company to a person, the Crown in right of Ontario, a Crown agency or a municipality who is not the owner of abutting land, the responsibility for constructing, keeping up and repairing the fences that mark the lateral boundaries of the land lies with that person, the Crown in right of Ontario, the Crown agency or the municipality”.

BY-LAWS

6. Snowmobile Lease Agreement – West Carleton Snowmobile Trails Association and OFSC District 1

Recommendation: THAT the Development and Property Committee recommends that County Council adopt a By-law to enter into a lease agreement with the West Carleton Snowmobile Trails Association of the Ontario Federation of Snowmobile Clubs (OFSC) District 1; AND FURTHER THAT this lease agreement be for period of five years commencing on December 1, 2022 and expiring on April 30, 2027.

Background

The West Carleton Club has become aware that they have been utilizing a small section of the Algonquin Trail from the Madawaska River to the City of Ottawa border (approximately 900 m) and wish to formalize a lease agreement. Attached as Appendix FORGIS-IV is the section of trail that would be part of the agreement. In 2017, County Council approved a master lease agreement for all leases with snowmobile clubs and County staff recommend that this agreement be entered into with the West Carleton Snowmobile Trails Association.

Department of Development &
Property



9 INTERNATIONAL DRIVE
PEMBROKE, ON, CANADA
K8A 6W5
613-735-7288
FAX: 613-735-2081
www.countyofrenfrew.on.ca

September 29, 2022

Public Input Coordinator
Species at Risk Branch
Ministry of Environment, Conservation and Parks
300 Water Street
5th Floor, North Tower
Peterborough, ON K9J 8M5

Re: ERO 019-5595 Finalizing recovery strategies for five species at risk and initiating pre-consultation on government response statements

To Whom it May Concern,

Thank you for the opportunity to provide input on ERO listing 019-5595, Finalizing recovery strategies for five species at risk and initiating pre-consultation on government response statements, specifically as it relates to black ash. The County of Renfrew has reviewed the black ash (*Fraxinus nigra*) Ontario Recovery Strategy (2022) and has the following concerns.

If the report is correct that there are 83 million black ash in Ontario, and every one receives 28m radial protection, up to 20% of Ontario's total geographic area could become regulated habitat. Obviously, this is an oversimplification as there would be some crown overlap. However, even something near this level of regulated habitat would have a serious socioeconomic impact on many sectors and activities, including forest management, road maintenance and construction, and development in our communities. Identifying, assessing and protecting every black ash tree would be an unreasonable task, that would result in vast areas of forest being unavailable for forest management, and significant delays in public works and planning duties, without a positive result for black ash as a species.

Although Emerald Ash Borer (EAB) is now present throughout a significant portion of Renfrew County, there are vast forest areas which are not yet affected. Black ash is a common species in Renfrew County, and is abundant in roadside ditches, low-lying areas and surrounding water features. It is also present in the understory and as abundant seedlings, covering the forest floor of many stands near wet areas, and sometimes as a scattered species in upland areas. The effort, expertise and time investment to locate, assess and protect each one of these individuals would be a barrier to management of many areas.

We continue to have concerns about this listing as a whole and encourage MECP to work with municipalities and the forest sector to evaluate the true status of black ash across the Province, and determine if listing the species will actually protect the species, or simply lead to economic and social consequences.

We ask that you consider how black ash being listed and protected as Endangered under the ESA will impact the County of Renfrew, and others. For example:

- **On Renfrew County Forests:**

- Black ash is rarely targeted as a tree to harvest, because although abundant, it is not often merchantable, generally occurs in difficult to access areas, and is not a commercially in-demand species. However, it is rare that there would *not* be incidental felling or knocking over of ash to make a skid trail, brush or build a road, or when harvesting adjacent to water or wet areas of concern. It is impossible to avoid ash in the overstory and as regeneration during regular forest management activities. The effort, expertise and time investment to locate, assess and protect each one of these individuals would be a barrier to management of many areas, and remove significant areas from the managed forest landbase.
- Forest management guidelines and standards have continually evolved and improved with science over time. The [most recent recommendations](#) for protection of water and wetlands in Ontario's forests recognize that placing a no-management buffer surrounding these features is not natural nor in the best interest of many species that rely on shoreline habitat. Placing a 28m radial reserve on wetlands containing black ash, or ash-adjacent would cause a regression of this improvement of careful forest management activities, aimed at creating habitat more closely resembling natural disturbances.
- Because of the impending mortality of ash as EAB spreads, if it does occur as a merchantable tree in managed areas, it is preferentially removed (but not eliminated) to encourage regeneration of other species. If it must remain standing, be protected or assessed before felling to meet ESA requirements, these proactive management activities would likely halt and forest diversity and resilience would be negatively impacted.
- Listing under the ESA will directly contradict the MNRF-supported "Preparing for Emerald Ash Borer, a Landowner's Guide to Managing Ash Forests", published in 2012 to provide advice for landowners to diversify and preserve ash-dominated forests prior to EAB-induced mortality. If these forests are allowed to succumb to EAB-induced mortality without proper management, the resulting drastic reduction in forest canopy will lead to forest and treed wetland loss through changes in water tables, flooding, and the proliferation of invasive species.

- **On County Roads and Trails:**

- Black ash is common and abundant in road and trail ditches, which are subject to frequent brushing for safety and maintenance. Having to survey, assess, protect or obtain permits if black ash is present would be unachievable under the current budget and capacity of municipal public works departments.
- Death and decline due to EAB has led to necessary removal of ash along public roadways and in semi-urban environments and parks, as a matter of public safety. If it became necessary to go through an assessment process similar to butternut to do this work, the workload and cost would be stifling. If the dead or dying trees are left uncut because of process, trails and parks may have to be closed as a matter of public safety.

- **In Development of Private Land:**

- Many rural lots have low areas that provide excellent habitat to black ash. During building and development, it is inevitable that some of this area needs to be filled or cleared. Requiring a

permit or overall benefit under the ESA would be detrimental to the now-increasing demand for severances, building and expansion on rural land.

Protecting black ash from being harmed, killed or harassed during forestry, roads or development will not protect the trees from EAB. On the contrary, listing black ash as endangered will inevitably lead to its pre-emptive removal on private land to avoid future persecution, reduce the ability to manage forests for resilience against EAB and other invasive species, and will lead to increased human safety hazards because of hesitancy or inability to meet ESA requirements for removal of EAB affected ash. Putting an “assessor”-type system in place similar to butternut would be unachievable on the scale that ash exists.

If black ash must remain listed as endangered, our advice would be to protect black ash in parks and protected areas as a seed reserve and identify a defined number (the report suggests 15) black ash per ecodistrict for protection and seed collection. These specimens should be identified before protection measures come into effect and not rely on assessments of all black ash trees, as has been done with butternut. It is unclear how creating a regulated habitat surrounding each individual black ash or wetland containing black ash will help the species recover, whereas it is known that the impact to many sectors and industries would be great. A better use of resources that would be necessary for policing, evaluating and permitting for inevitable black ash removal would be the expedition of parasitic wasp trials for biocontrol of EAB.

While we appreciate and applaud that the Recovery Strategy identified forestry as a “low-impact threat” to black ash, we ask that you consider the threat that the recommended habitat regulation would be to forestry, road and trail maintenance and rural development in Ontario.

Please do not hesitate to contact us for further information.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Lacey Rose', is positioned above the printed name.

Lacey Rose, RPF

County Forester, County of Renfrew

lrose@countyofrenfrew.on.ca

613-602-1911

1231 Burns Drive,
PEMBROKE, Ontario
K8A 7M9

September 14, 2022

Mr. Jason Davis
c/o County of Renfrew Administration Offices
9 International Drive,
PEMBROKE, Ontario
K8A 7M9

Dear Mr. Davis



I wish to apply to install a wall/fence barrier along the Algonquin Trail next to my property (@ 1231 Burns Drive) on the County property, as close as possible safely, to be immediately next to the trail.

As you know, I have read the Land Use Policy document GA -13 and I do not believe my request fits the document precisely. I would still like to move forward with my proposal.

I continue to offer to pay for the fence/wall -structure and its installation provided I have say in who the installer will be.

Although I prefer to have a dirt berm which would be as close to a natural solution as possible, and the least expensive – lowest maintenance, you have indicated to me you would prefer a fence-like, wall structure. Therefore, I have researched what Laurentian Valley Township did for a previous presentation to the County and I am now proposing to use AMCO PVC fencing* (from Carp, Ontario).

I would like a 4 foot high section for 10 feet next to the Dairy Road intersection gates to allow intersection visibility and then a 7 foot high section for the remaining 90 feet going toward the west from the gates. My absolute preference is for the Green Teak *ASA* colour or, my distant second choice, ~~is Adobe~~ *The Rideau, Kingston or Sanctuary style would work for this application here*.

Please let me know if this request is absent any further necessary details so I can immediately supply these.

Sincerely yours,

Duane MacDougall

*from the Township presentation to the County and all available on the AMCO website.

1231 Burns Drive,
PEMBROKE, Ontario
K8A 7M9

September 14, 2022

Mr. Jason Davis
c/o County of Renfrew Administration Offices
9 International Drive,
PEMBROKE, Ontario
K8A 7M9

Dear Mr. Davis



Moving forward in the possibility for a mitigation structure on the Algonquin Trail at my location, 1231 Burns Drive, I am writing now to ask that if I am allowed to go ahead and do the installation, that I receive a special consideration from the County.

This structure will be a major expense for me and as such it will also provide an opportunity for others including my neighbours, other residents along your 300 km trail and the County to see and possibly study the effects and results of the structure's effectiveness.

Looking ahead under these conditions, I foresee, as does Mayor Bennett, that others will want similar treatment. If that is the case, and these others are able to mobilize enough to garner grants for this project or the County or anyone else comes forward with funds for a wall project for this neighbourhood (presently estimated at about \$230 000) that I be able to be 'compensated' for my advanced contribution to the overall project.

My special consideration is that the County write me a letter supporting and allowing this future possible opportunity for me please.

Sincerely yours,



Duane MacDougall

RCATV Contributions to the Algonquin Trail and K&P

July 25, 2022

Denis Rule, 2nd Vice President

Teresa Hebb, Past-President

Renfrew County ATV Club is proud to partner with the County of Renfrew in support of trail tourism, trail safety and trail access. RCATV is requesting a change to both the By-law for the Algonquin Trail and a Land-Use Agreement with the County of Renfrew for the K&P Trail to reflect that the ORV trail use must have a valid Ontario Federation of ATV Clubs (OFATV) Trail Permit. This would also extend to organizations that have a valid reciprocal agreement with the OFATV.

As RCATV's contribution to the County of Renfrew trails, we would agree to continue with the following annual in-kind services and financial contribution with an estimated annual value of \$34,660:

1. \$12,360 for Trail Warden Services
2. \$5,700 trail event support
3. \$6,600 outreach and promotion
4. \$8,000 in trail stewardship
5. \$2,000 in financial contribution

1. Trail Warden Services [\$12,360 value]:

RCATV agrees to warden and patrol the Algonquin Trail and K&P trail with trained Trail Wardens.

- Warden services include trail ambassadorship, safety and rider education, addressing negative trail behaviour, encouraging by-law compliance, enforcing trespass to property act and promoting rider etiquette.
- Wardens engage with and support all trail users, both motorized and non-motorized.
- Wardens are trained to address emergency situations, answer questions about the Highway Traffic Act and Off-Road Vehicles Act, promote the trail systems, and can also provide riders with County of Renfrew By-Law information.

RCATV agrees to provide logistics support, warden training and scheduling. RCATV will liaise with and patrol with local OPP and the OPP Snowmobile ATV Vessel Enforcement (S.A.V.E) Team.

RCATV agrees to provide Trail Warden report summaries upon request, or when significant incidents have occurred on the trail.

\$12,360 Value to Renfrew County: 30 patrols per season x 2 wardens per patrol, 360 hrs at \$26/hr plus \$100 in fuel per patrol

2. Trail Event Support [\$5,700]:

RCATV is often called upon to provide motorized support to other trail users and user groups, or municipalities by providing escort services, safety presence and other assistance for trail events. (cycling event, OVATC, municipal events) RCATV estimates it is providing 200 hours of trail event support with an in-kind value of \$5,700 in time and fuel.

RCATV will also manage and promote ORV events which will bring trail tourism dollars into Renfrew County and encourage riders to become familiar with the trails in a safe manner, all while promoting trail etiquette and a positive riding experience.

\$5,700 Value to Renfrew County: 15 wardens, 200 hours * \$26/hr, plus \$500 fuel

3. Outreach and Promotion [\$6,600]:

Trail Tourism is important for the economic growth of Renfrew County and the Ottawa Valley. RCATV is called upon to provide daily rider engagement in the form of phone calls, email and website requests and social media response to riders looking for trail suggestions, answering questions about trail access, about safety and legislation, days and hours of use, trail conditions, and trail tourism recommendations. RCATV also interacts with other trail users, many of whom are not ORV users.

RCATV also participates in trade shows, media engagements and formal promotion opportunities locally and throughout Ontario promoting the County of Renfrew and the trails. This has resulted in Renfrew County recently being named the number 1 ORV trail destination in North-Eastern North America by a US Outdoor magazine.

\$6600 Value to Renfrew County: 25 hours/month * \$22/hr

4. Trail Stewardship [\$8,000]:

RCATV have engaged 2 youth as full time trail stewards over the summer to address, sign and maintain the railbeds in the County of Renfrew. This will include the K&P Trail and the Algonquin Trail. Their role includes signage review and installation, review and clearing ruts at gates and intersections, brushing and keeping signs clear, engaging with riders and neighbours,

In addition to the paid staff, our trails team volunteers commit themselves to clearing brush and fallen trees on the trail, often supplying their own equipment, fuel, and offroad vehicles. Our Trails Team is very much the eyes and ears for the RCATV and the County of Renfrew and very much keep Renfrew County's trail interests at heart. They bring forward input into trail conditions and hazards including missing signage and damaged gates.

\$8000 Value to Renfrew County: Staff: \$30 hour, 5 weeks @ 20 hours/week = \$3000 per staff. Volunteers: \$20/hr, 100 hours/season = \$2000

5. Annual Cash Contribution [\$2,000]

To support ongoing efforts above and beyond the \$34,660 value of in-kind partnerships, RCATV will provide an annual lease contribution of \$2000 paid annually January 1.

RCATV will continue to apply for and support joint grant efforts and projects above and beyond the annual contribution in line with our annual budget planning.

COUNTY OF RENFREW

BY-LAW NUMBER

A BY-LAW FOR THE EXECUTION OF A LAND USE AGREEMENT WITH WEST CARLETON SNOWMOBILE TRAILS ASSOCIATION OF THE ONTARIO FEDERATION OF SNOWMOBILE CLUB (OFSC) DISTRICT 1

WHEREAS Section 11(3) of the Municipal Act 2001, S.O.2001, as amended, provides that a municipality may pass a By-law to provide any service or thing that the municipality considers necessary or desirable for the public;

AND WHEREAS the West Carleton Snowmobile Trails Association of the Ontario Federation of Snowmobile Clubs (OFSC) District 1 has requested permission to enter upon and utilize a portion of the Ottawa Valley Recreation Trail for the purposes of operating a snowmobile trail;

AND WHEREAS the County of Renfrew deems it appropriate and in the public interest to enter into an agreement with the West Carleton Snowmobile Trails Association of the Ontario Federation of Snowmobile Clubs (OFSC) District 1 to grant permission to use lands identified on the attached agreement for the purposes of operating and maintaining a snowmobile trail only.

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

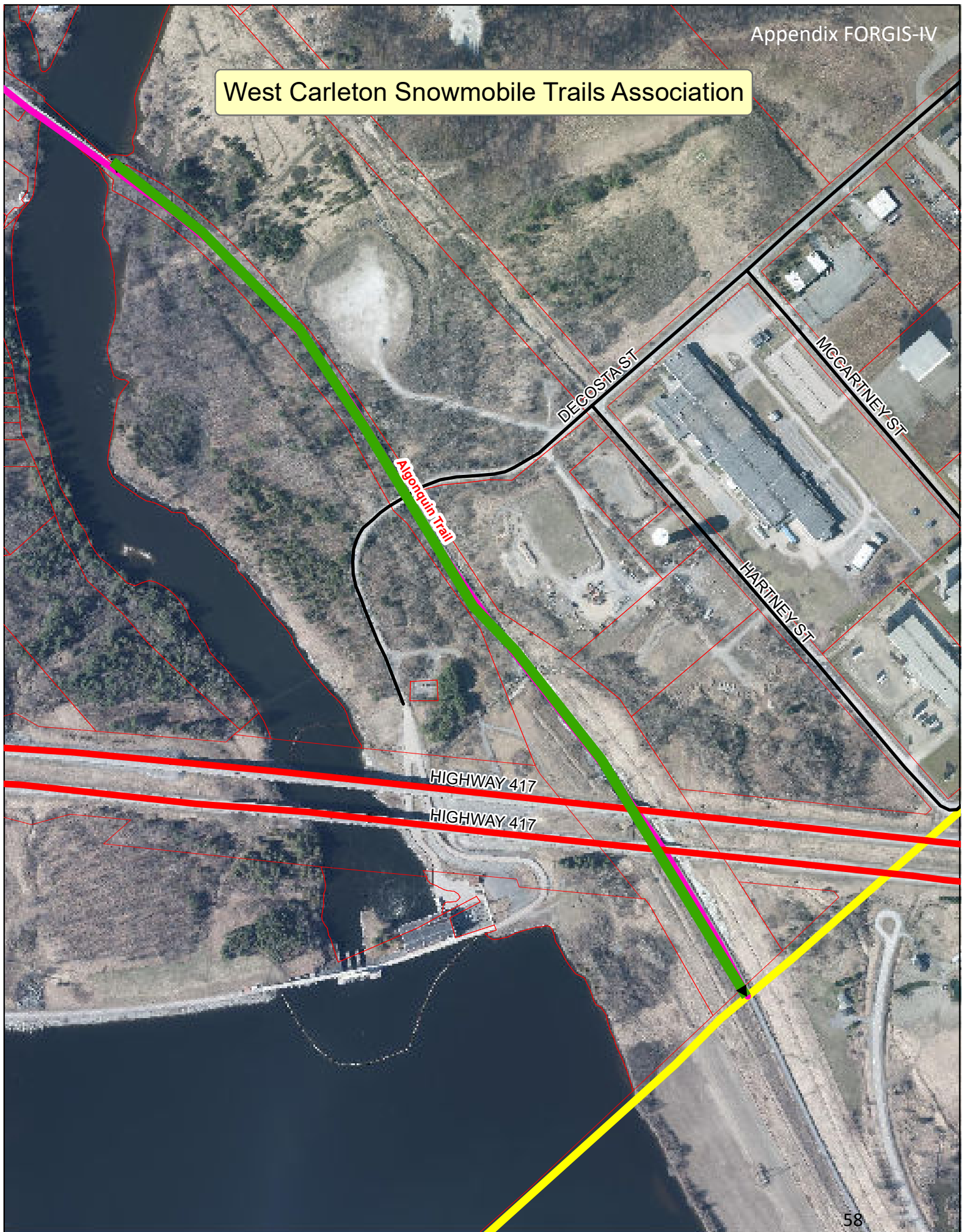
1. THAT the Council of the Corporation of the County of Renfrew enter into an agreement with West Carleton Snowmobile Trails Association of the Ontario Federation of Snowmobile Clubs (OFSC) District 1 to grant permission to use lands identified on the attached agreement identified as Schedule "I" for the purposes of operating and maintaining a snowmobile trail only.
2. THAT the Warden and Clerk be empowered to do and execute all things, papers and documents necessary to the execution of the said agreement.
3. THAT this By-law shall come into force and take effect upon the passing thereof.

READ a first time this 26th day of October 2022.

READ a second time this 26th day of October 2022.

READ a third time and finally passed this 26th day of October 2022.

West Carleton Snowmobile Trails Association



REAL ESTATE DIVISION REPORT

Prepared by: Kevin Raddatz, Manager of Real Estate
Prepared for: Development and Property Committee
October 11, 2022

INFORMATION

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

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

2. **Staffing Update – Building Infrastructure Coordinator**

The one-year contract position for Building Infrastructure Coordinator has been filled. We are pleased that Gary Davis joined our team on September 26, 2022. Gary comes to us with experience in a variety of areas and will be an asset on our team. We look forward to working with Gary as we continue with existing projects and proceed with multiple new projects in the portfolios.

3. **Lease Terminations – Renfrew County Place**

The Development and Property Department received formal notifications from the Renfrew County and District Health Unit (RCDHU) and the Community Futures Development Corporation (CFDC) of their intentions to vacate the premises leased at 450 O'Brien Road, Renfrew, Ontario. RCDHU has advised that they will vacate at the end of the current lease term which is the last day of June 2023. CFDC's current lease expires on January 31, 2023. CFDC has requested to continue on a month-to-month agreement for the months of February and March of 2023, as stipulated in section 6.1 of their current lease agreement, with a move out date of April 1, 2023. Staff will review the financial implications and consider alternative solutions to fill the vacancies.

4. **Request for Proposal DP-RFP-2022-08 Snow Removal – Deep River Ambulance Base**

The Development and Property Department issued a request for proposal for a three-year contract for snow removal services at the Deep River Paramedic Base commencing November 1, 2022 to October 31, 2025. Three companies requested proposals with only one in attendance at the mandatory site meeting on September 16, 2022. Proposals were received until September 27, 2022 and the results are as follows:

1. P and G Pumping, Deep River, Ontario \$43,200 excluding all applicable taxes.

This proposal has been awarded to P and G Pumping by the Director of Development and Property in accordance with the County of Renfrew Corporate Policy GA-01 for the Procurement of Goods and Services, competitive tenders with results between \$15,000 and \$50,000. Procurement of the services included in this tender followed the requirements set out in Policy GA-01 – Procurement of Goods & Services.

The cost for this contract in 2022 will increase from 2021 by 14%. This is due to inflation, the increase in fuel costs as well as the significant increase in liability insurance for snow removal contractors.

RESOLUTIONS

5. **Integrated Community Housing [Strategic Goal No. 3]**

Recommendation: THAT the Development and Property Committee recommends that County Council make a formal request of the City of Pembroke that all municipal fees and charges as they relate to the building of Integrated Community Housing units at Lea/Douglas Street(s) be waived; AND FURTHER THAT the Community Services Committee be so advised of this recommendation.

Background

At the December 2021 meeting of County Council, Resolution No. CS-CC-22-08-59 was passed which stated:

“THAT County Council accept the Pembroke Multi-Residential concept as presented by VG Architects;

AND FURTHER, that staff be directed to proceed with the Tender Process to build new housing units, located at Lea Street and Douglas Street in the City of Pembroke, on lands owned by the Renfrew County Housing Corporation (RCHC);

AND FURTHER, approve the reallocation of \$250,000 from the Ontario Priorities Housing Initiative (OPHI) program, that was originally approved for an affordable secondary suites program, to be used for the Integrated Community Housing Complex in Pembroke, Ontario.”

Plans are underway for the building of the Integrated Community Housing project located in the City of Pembroke on Lea/Douglas Street(s). As these units are located in the City of Pembroke, a formal written request is required by the City of Pembroke for their review and approval on any requests related to municipal fees and charges as it relates to new buildings.

BY-LAWS

6. Request for Proposal DP-RFP-2022-08 – Janitorial Contract – 7 and 9 International Drive

Recommendation: THAT the Development and Property Committee recommends to County Council that the proposal submitted by Glacier Maintenance Inc., Belleville, Ottawa, Ontario for the provision of janitorial services for County Administration Building at 7 and 9 International Drive, Pembroke, Ontario in the amount of \$267,300 plus HST for the three-year period effective November 1, 2022 to October 31, 2025 be approved; AND FURTHER THAT a By-law be passed to enter into an agreement; AND FURTHER THAT By-law 107-18 is hereby repealed.

Background

A Request for Proposal to provide janitorial services for the County Administration Building in Pembroke, Ontario for the three-year period from November 1, 2022 to October 31, 2025 was issued on September 9, 2022 and closed on September 29, 2022. The existing contract expires on October 31, 2022 of this year.

A mandatory site meeting was held on September 19, 2022 with six companies in attendance. A total of four bids were received as follows:

- | | |
|--|--------------|
| 1. Glacier Maintenance Inc., Belleville, ON | \$267,300.00 |
| 2. GDI Services (Canada) LP, Ottawa, ON | \$270,527.00 |
| 3. Dodds' Janitorial Ltd., Ottawa, ON | \$259,044.16 |
| 4. Service Star Building Cleaning Inc., Ottawa, ON | \$418,068.00 |
- All amounts exclude applicable taxes

The proposals submitted were evaluated on a range of criteria including overall cost (30%), company profile and history (15%), previous experience on assignments of a similar nature and size (20%), past performance in the provision of services to the County or local municipalities in the County (15%) and overall quality of the submission in terms of meeting RFP deliverables.

TABLE 1		
Firm	Contract Cost (\$)*	Total Score
Dodd's Janitorial Ltd.	\$259,044.16	75.25
GDI Services (Canada) LP	\$270,527.00	76.95
Glacier Maintenance Inc.	\$267,300.00	87.85
Service Star Building Cleaning Inc.	\$418,068.00	71.20
Maximum Points		100

The proposal from Glacier Maintenance Inc. best meets the deliverables of the Request for Proposal. Procurement of the services included in this Request for Proposal followed the requirements set out in Corporate Policy GA-01 – Procurement of Goods and Services.

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

The cost for this contract for the three-year period is \$267,300 (\$89,100 per year) compared to the 2018 tender cost of \$290,235 (\$96,745 per year) with savings of \$22,935.

7. **Request for Proposal – DP-RFP-2022-07 – 410 and 450 O'Brien Snow Removal**

Recommendation: THAT the Development and Property Committee recommends to County Council that the proposal submitted by Lloyd Hisko Snowplowing, Renfrew, Ontario for the provision of snow removal services at 410 and 450 O'Brien Road for \$183,000 plus HST for the period of three-years starting November 1, 2022 to October 31, 2025 be approved; AND FURTHER THAT County Council pass a By-law to enter into an agreement.

Background

A Request for Proposal for the snow removal services at Renfrew County Place and the Ontario Provincial Police Station on O'Brien Road in Renfrew, Ontario for the three-year period from November 1, 2022 to October 31, 2025 on was issued on September 8 and closed on September 29, 2022. The existing three-year contract with Lloyd Hisko Snowplowing expired in the spring of 2022. Three companies requested proposal documents and two companies attended the mandatory site meeting that was held on September 19, 2022. A total of two bids were received as follows:

- | | |
|--|-----------|
| 1. Lloyd Hisko Snowplowing, Renfrew, ON | \$183,000 |
| 2. Eric Hultink Landscaping, Renfrew, ON | \$189,300 |
| All amounts exclude applicable taxes | |

The proposal from Lloyd Hisko Snowplowing was selected as the one best meeting the deliverables based on the following. There have been no issues or complaints with the level of service provided during the previous contacts. This is a priority contract requiring quality service for both Paramedic and OPP services to ensure safe site conditions.

In accordance with the County of Renfrew Policy GA-01 for the Procurement of Goods & Services, competitive tenders with results greater than \$150,000 require approval from County Council.

Procurement of the services included in this tender, followed the requirements set out in Corporate Policy GA-01 – Procurement of Goods and Services.

The cost for this contract in 2022 will increase from 2021 by 24%. Staff have seen significant increase in costs for winter maintenance contracts across the County due to higher fuel and liability insurance for snow removal contractors.

Real Estate - 2022 Capital Projects

Location	Work Description	Status			Comments
		Budget	Quote	Status	
County Admin Building	Soffit/wood siding	\$150,000	\$50,000	In progress	SOW revised -anticpate completion end of Oct.
	Envelope repairs/repointing	\$60,000	\$99,400	Complete	Completed in July
	Storage container	\$20,000	\$14,600	Complete	Completed in July
	Security System & Cameras	\$40,000	\$25,740	Complete	Completed in June
	Barrier free doors (EFA grant)	\$59,385		In Review	Scope of work TBD
	Reconciliation Garden	\$100,000	\$100,000	Complete	Completed in August
Renfrew County Place	Sealant/chaulking - exterior windows	\$45,000	\$75,788	Complete	Completed in July
	HVAC replacement/upgrade	\$150,000		In Review	Considering carry over -2023
	Paramedic parking shelter	\$200,000		In Review	Considering carry over -2023
	Parking Lot - Paving	\$50,000		In Review	Considering carry over -2023
	Flooring /tiles	\$45,000		In Review	SOW to be confirmed
80 McGonigal					
Paramedic Bases	Barry's Bay - Asphalt /crack sealing	\$15,000			Scheduled for Q4,
	Petawawa - Asphalt/concrete curbs	\$20,000			Scheduled for Q4,
OPP					

COUNTY OF RENFREW

BY-LAW NUMBER

**A BY-LAW TO AUTHORIZE ENTERING INTO AN AGREEMENT
FOR THE PROVISION OF JANITORIAL SERVICES AT
7 AND 9 INTERNATIONAL DRIVE, PEMBROKE, ONTARIO**

WHEREAS Sections 8, 9 and 11 of the Municipal Act, 2001, S.O. 2001, c. 25, as amended, authorizes Council to enter into agreements;

AND WHEREAS it is deemed desirable to enter into an agreement for the provision of janitorial services to the County of Renfrew Administration Building located at 7 and 9 International Drive, Pembroke, Ontario;

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

1. THAT the Council of the County of Renfrew approve the awarding of the janitorial services contract for the County of Renfrew Administration Building located at 7 and 9 International Drive, Pembroke, Ontario to Glacier Maintenance Inc., Belleville, Ontario in the amount of \$267,300 plus HST for the period November 1, 2022 to October 31, 2025.
2. 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.
3. THAT the agreement marked as Schedule "I" attached to and made part of this By-law shall constitute an agreement between the Corporation of the County of Renfrew and Glacier Maintenance Inc.
4. THAT this By-law shall come into force and take effect upon the passing thereof.
5. THAT By-law 107-18 is hereby repealed.

READ a first time this 26th day of October 2022.

READ a second time this 26th day of October 2022.

READ a third time and finally passed this 26th day of October 2022.

DEBBIE ROBINSON, WARDEN

CRAIG KELLEY, CLERK

COUNTY OF RENFREW

BY-LAW NUMBER

**A BY-LAW TO AUTHORIZE ENTERING INTO AN AGREEMENT
FOR THE PROVISION OF SNOW REMOVAL SERVICES AT
410 AND 450 O'BRIEN ROAD, RENFREW, ONTARIO**

WHEREAS Sections 8, 9 and 11 of the Municipal Act, 2001, S.O. 2001, c. 25, as amended, authorizes Council to enter into agreements;

AND WHEREAS it is deemed desirable to enter into an agreement for the provision of snow removal services to Renfrew County Place and the Ontario Provincial Police Station located at 410 and 450 O'Brien Road, Renfrew, Ontario;

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

1. THAT the Council of the County of Renfrew approve the awarding of the snow removal services to Renfrew County Place and the Ontario Provincial Police Station located at 410 and 450 O'Brien Road, Renfrew, Ontario to Lloyd Hisko Snowplowing, Renfrew, Ontario in the amount of 183,000 plus HST for the period November 1, 2022 to October 31, 2025.
2. 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.
3. THAT the agreement marked as Schedule "I" attached to and made part of this By-law shall constitute an agreement between the Corporation of the County of Renfrew and Lloyd Hisko Snowplowing.
4. THAT this By-law shall come into force and take effect upon the passing thereof.

READ a first time this 26th day of October 2022.

READ a second time this 26th day of October 2022.

READ a third time and finally passed this 26th day of October 2022.

DEBBIE ROBINSON, WARDEN

CRAIG KELLEY, CLERK

PLANNING DIVISION REPORT

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

Prepared for: Development and Property Committee

October 11, 2022

INFORMATION**1. Public Consultation Letter from the Province [Strategic Plan Goal No. 3]**

Attached as Appendix PLAN-I is a letter received from Minister Steve Clark, Ministry of Municipal Affairs and Housing dated September 26, 2022 which was sent to all Heads of Council in the Province. The letter identifies different methods for meeting the statutory requirements for holding a public meeting under the Planning Act.

2. File Backlog [Strategic Plan Goal No. 3]

As previously reported to Council, as a result of multiple factors, the Planning Division had a backlog of severance and general inquiries with approximately a four to five-month delay to receive a response for general inquiries. While there is still a backlog and staff are working towards providing responses to general inquiries within 30 days, the four to five-month delay has been reduced to 60 days.

There is also still a backlog of consent applications as the County is still on pace to exceed the 200 applications submitted in 2021 (the County received 106 files in 2020). Staff are making progress in reducing the backlog, however, the pace of applications being submitted has been significant. So far this year the County has received more than 170 applications for consent.

Planning staff have prioritized applications for subdivisions, official plan amendments, zoning amendments, minor variances, and site plans. There is no backlog for these applications.

3. Comprehensive Zoning By-law Update(s) [Strategic Plan Goal No. 3]

The zoning projects for both the Townships of North Algona Wilberforce and Killaloe, Hagarty and Richards have been put on hold due to the municipal elections. Staff have started working with the United Townships

of Head, Clara and Maria and the Town of Laurentian Hills on creating draft by-laws for Council's consideration in the new year.

RESOLUTIONS

4. Consent Application Reimbursement Request

Recommendation: THAT the Development and Property Committee recommends that County Council declines Mr. Villeneuve's request for reimbursement of costs related to the severance process.

Background

Attached as Appendix PLAN-II is a letter from Mr. Ernie Villeneuve to the Warden and Councillor Grills requesting that the County reimburse him for the cost of \$3,390 for his planning justification and aggregate study and to also be reimbursed for attorney fees of \$500 for preparing a consent agreement for a total of \$3,890. It is Mr. Villeneuve's opinion that the issue related to the requirements of the severance application is "the lack of what I consider to be common-sense and an Official Plan that stipulates a lot of unnecessary steps."

Planning staff processed the consent application in accordance with the Planning Act which requires that applications meet the policies of both the Provincial Policy Statement and the Official Plan. These policies, for the protection of identified mineral aggregate resources for potential extraction, require a study to be submitted by a qualified professional to ensure that there will not be any land use conflicts introduced by adding new residential uses in the vicinity of the resource. The engineering study, which Mr. Villeneuve is requesting to be reimbursed for, recommended the consent agreement to implement mitigation measures to ensure land use compatibility. The submission of supporting studies prepared by qualified professionals is part of the land division process and staff recommend that the request to be reimbursed for the cost of these studies be declined.

BY-LAWS

5. Official Plan Amendment No. 36 (OPA 36) [Strategic Plan Goal No. 3]

Recommendation: THAT the Development and Property Committee recommends that County Council pass a By-law to adopt and approve Amendment No. 36 to the Official Plan of the County of Renfrew.

Background

Attached as Appendix PLAN-III is the proposed Official Plan Amendment No. 36 and attached as Appendix PLAN-IV is a staff planning report prepared by County Planner Anne McVean supporting the proposed amendment.

The submitted application to the County of Renfrew is a request to extend and amend the Settlement Area designation for the Village of Braeside. The intent of the application is to increase the supply of vacant land within a built-up settlement area to accommodate a portion of the Township's projected population growth and will facilitate a future plan of subdivision.

A public meeting was held at the Township of McNab/Braeside office on October 4, 2022. The application was circulated in accordance with the requirements of the Planning Act including to the Ministry of Municipal Affairs and Housing. No objections or concerns to the proposed amendment have been received by the County.

The applicant submitted all necessary supporting information including a required comprehensive review. The comprehensive review satisfies the settlement area expansion policies of the Provincial Policy Statement (PPS) in supporting the conversion of the subject lands from the Rural to Village Community designation. Based on the available vacant lands within built-up areas and the most recent building permit activity, it confirms the expansion of the settlement area of Braeside is required to help accommodate a portion of the Township's anticipated population growth.

The County has been receiving letters of concern and objections from rate payers. The comments can continue to be submitted up until Council makes a decision on the By-law. These comments will be provided to County Council as part of their package.

**Ministry of
Municipal Affairs
and Housing**

Office of the Minister

777 Bay Street, 17th Floor
Toronto ON M7A 2J3
Tel.: 416 585-7000

**Ministère des
Affaires municipales
et du Logement**

Bureau du ministre

777, rue Bay, 17^e étage
Toronto ON M7A 2J3
Tél. : 416 585-7000



234-2022-4150

September 26, 2022

Dear Head of Council:

Our government recognizes the importance of streamlining development approvals in land use planning in supporting the development of 1.5 million new homes by 2031. Our government will continue working with you to identify opportunities and innovative solutions that would help us effectively address the housing crisis.

I am writing you today about [public consultation](#) in the land use planning process. The *Planning Act* requires public meetings to be held prior to making certain planning decisions for the purpose of giving the public an opportunity to make representations in respect of the matter under consideration.

For example, your municipal council can consider how to meet the *Planning Act*'s requirements using a variety of methods such as physical meetings, electronic or virtual channels – separately or in combination - to engage and solicit feedback from the public on land use planning matters. This may include a mixture of technologies and approaches to meet local public needs (for example, physical meetings, webinars, video conferencing, moderated teleconference). There is no requirement in the *Planning Act* to have multiple types of meetings (e.g., both a physical meeting and a virtual meeting).

Thank you for the work that you do to engage and provide the public with an opportunity to make representations on planning matters in a manner that works best in your local community.

Sincerely,

A blue ink signature of Steve Clark.

Steve Clark
Minister

County Warden and Mayor Grills,

I purchased a property known locally as 140 Jennings Road, Mackey, Ontario Part Lot16&17, Concession 10 (Part 4,5&6 49R8373) and (Part 3 49R9187) consisting of 20.17 acres on Sept 21, 2012.

When I purchased the property there were no restrictions on where I could build my home other than the local 505ft restriction for houses near the water, a hydro easement across a section of Part 6, and an unopened road allowance on Part 5.

If I was building today instead of in 2015 I still could have built my home 7.5 meters from the lot line on Jennings Road anywhere along the 424 feet (129 meters) of road frontage that I own. I would not have needed an engineering study or a consent agreement with the municipality for the county/engineering study recommendations for setback from the road, vegetation buffer zone and well requirements.

Any ratepayer who already owns property can build simply by getting a building permit from the township while ratepayers wishing to sever are put through an expensive, very time consuming process with little added value.

There are already 2 year round homes on Jennings Road within 10 meters of the front lot line at Jennings Road and one of them abuts one of my severed lots that will now need a 50 meter setback.

On August 21, 2020 I submitted a general inquiry and sketch to Renfrew County Planning for 3 proposed lot severances of 1.0 acre (4000 square meters) each (with 36.37 meters frontage each and 20.12 meters retained for my driveway) on my property fronting on Jennings Road. I have 3 sons and they were to each get a gift of 1 lot.

On February 09, 2021 I received a response from Renfrew County Planning (6 months later) stating:

The subject lands are designated Rural in the County of Renfrew Official Plan which states that lots should be not less than 4000 square metres and adequate for the installation of private services.

Section 3.11 of the Zoning By-law (This is HCM Zoning Bylaw 2004-12) states that the minimum lot frontage requirement is 30 metres. The retained lands would not meet this requirement. Instead of three new lots, two consent applications (2 severed lots + 1 retained) could be considered provided the following matters are addressed:

Mineral Aggregate Designation

♣ *The subject lands are adjacent to lands designated Mineral Aggregate in the County of Renfrew Official Plan. Section 7.3(6) of the Official Plan requires that separation distances from aggregate operations be implemented as required to ensure no adverse environmental influence on a proposed sensitive use.*

♣ *The subject lands fall both in and within 300 metres of an aggregate (sand and gravel) resource of secondary and tertiary significance as shown on Schedule B-Map 3- Mining and Mineral Aggregate Resources to the County of Renfrew Official Plan.*

♣ A study prepared by a qualified professional, in accordance with Official Plan policy 7.3(5) and 7.3(6) would be required. The study under Section 7.3(6) would have to address the potential impact that the residential lot would have on the future extraction of the neighbouring aggregate resource. The protection of aggregate resources is Provincial Policy. Attached are some guidelines for the required study under Section 7.3(6).

Consent Policies

♣ Our records indicate that there have been at least six new lots created from the original holding (from 1971 on). These lots would constitute the 7th, and 8th, new lots. In accordance with Section 14.3(5) of the Official Plan, the applications for the new lots must be accompanied by a planning justification study prepared by a qualified individual.

♣ A Hydrogeological Assessment is required to be submitted with the application. The assessment is to confirm that the severed and retained lands have a suitable potable source of water for both quality and quantity and include confirmation that the site is suitable for the installation of a septic system. The evaluation is to include a nitrate impact calculation.

♣ If the severed and retained lands were increased to be 1 hectare in area (2.5 acres) a hydrogeological assessment would not be required

Transportation Policies

♣ The property has frontage on Jennings Road which is a Municipal Road. It is recommended that you consult with the Township Public Works Department regarding any issues related to entrances for the proposed lots.

♣ The subject lands are within 800 metres of Highway 17 and any applications (including severances) would be required to meet the requirements of the Ministry of Transportation. Contact information: Stephen Kapusta at (613) 545-4834 or at Stephen.Kapusta@Ontario.ca 3 Zoning By-law

♣ The pole shed on Lot 1 would be required to meet the Accessory Uses, Buildings and Structures requirements in Section 3.3 of the Zoning By-law.

I emailed County and asked "If I was to change the 3 lots plus retained portion so that they all have minimum 30M frontage and adjust the depth of the proposed 3 lots so that they are still a minimum of 1 acre with the retained portion having 31 meters frontage would that meet the severance requirements?"

The response from Bruce Howarth was

Hi Ernie – I can understand the confusion. The by-law is an old one and in need of an update. The By-law also references allowing half acre lots. 45 metre frontage is the new standard that we are recommending, it is wider to ensure that all lots can be developed on well and septic in accordance with the building code. We see potential issues with lots less than 45 metres that they are not able to fit the well, septic and dwelling on the lot with the proper setback to neighbours. A lesser frontage also

squeezes the houses closer together, which brings wells and septic's closer together with the potential for negative impacts. We recommend new rural lots to be 1 ha (2.5 acres) with 45 metres of frontage. We will consider lots down to 1 acre (0.4 ha) with a hydrogeological study, but still recommend the 45 metres width. Hopefully that answers your question.

Bruce

Hi Bruce

I am a little confused, the planning response in the comments/summary section cites lots should not be less than 4000 square meters as per the Official Plan and then section 3.11 of the zoning bylaw states minimum lot frontage is 30 meters. All 3 lots with new dimensions 32.74 x 125 M will meet these requirements and the retained portion will have 31 meters frontage.

Ernie

On Wed., Feb. 10, 2021, 9:24 a.m. Bruce Howarth, wrote:

Hi Ernie – We are only recommending 2 lots. The lots (both the severed lots and the retained lots) are required to have 45 metres of frontage and there are other policies regarding strip development and limiting the number of lots in the rural area that are applicable. The road frontage of the property makes it suitable for 2 severed lots, not the 3.

To get the Aggregate Policies you would need to follow the link to the Official Plan that was provided.
Bruce Howarth

From: Ernie Villeneuve <

Subject: Re: General Inquiry Response

Thank you for this, a couple of questions if I may

If I was to change the 3 lots plus retained portion so that they all have minimum 30M frontage and adjust the depth of the proposed 3 lots so that they are still a minimum of 1 acre.

Retained portion 31 meters frontage on Jennings rd

3 lots with 32.74 meters frontage in Jennings Rd with a depth of 125 meters

Would that meet the requirements assuming the other conditions have been met?

In the comments section for Mineral Aggregate Designation it says attached are some guidelines for the required study but I do not see an attachment with guidelines, can you please send?

Thank you

Ernie Villeneuve

It needs to be noted again that Head, Clara and Maria By-law 2004-12 (Comprehensive Zoning Bylaw) states that building lots have a minimum area of 2025 square meters (0.5 acre) and 30M lot frontage.

I reluctantly resubmitted a new plan with 2 lots of 1 hectare each on May 04, 2021.

Many emails were traded back and forth between various individuals including Bruce Howarth of Renfrew County Planning and myself concerning the aggregate resource study and planning justification study.

I also reviewed the Renfrew County Official Plan and in numerous emails answered all of the raised concerns with regard to aggregate resources and planning justification. See below for an example.

From: Ernie Villeneuve

Sent: September 8, 2021 9:34 AM

To: Lindsey Bennett ; Alana Zadow > Bruce Howarth < >; Debbi Grills

Subject: Fwd: FW: applications

Good morning Lindsey

The proposed lots are on land zoned rural, they conform to the land use designations the HCM Zoning Bylaw #2004-12 as well as the Renfrew County Official Plan Land Division Policy section 14.3.

The 2 lots will abut and have direct access to Jennings Road, a year round maintained municipal road.

The 2 lots will not create conflict with abutting uses. There are 18 lots on Jennings Road including 2 permanent homes abutting the property to the east of the proposed lots (#180 and #190). There is a vacant lot abutting the lots to the west (lot #0) and 5 permanent residences on lots to the west (#108A, #108B, #86, #62, and #39180). There are 3 lots that are used seasonally (#82, #46, and # 0) and another vacant lot (#18). Directly across Jennings road is another empty lot #199).

There will be no increased demands for municipal services as garbage and recycling collection and road maintenance already occurs on Jennings Road.

Water and sewer will be the responsibility of the property owners. The 1 Hectare lots meet the requirements set out in section 2.12 of the COP for water and sewer. A hydrogeological evaluation is not required. The top layer to a depth of approximately 8 feet is sand with clay underneath. The density of surrounding lots within 400 meters is not more than 1 dwelling per hectare.

A plan of subdivision is not necessary as these are individual lots with their own road access and no extra municipal services are required.

There is no need for lot grading or a drainage plan as the lot contour provides adequate slope and drainage to the south. Culverts at driveway entrances will not be required as per municipal Roads Supervisor.

There is a positive impact on the financial resources of the municipality through increased tax revenue.

Municipal Public works has been contacted and has no issues with 2 new private driveways for these lots.

Ministry of Transportation has been contacted and has no issue with these lots.

The proposed lots fall within 300 meters of an aggregate (sand and gravel) resource of secondary and tertiary significance as shown on Schedule B-Map 3 Mining and Mineral Aggregate Resources to the County of Renfrew Official Plan.

.As per section 7.3 (4) of the COR this aggregate resource is not active and therefore would be required to have an amendment to the local zoning bylaw #2004-12. It would need full public notice and opportunities for appeal and ultimately a decision from council to proceed. There are already 18 lots and 8 permanent homes along Jennings Road and 9 lots and 7 homes (#190, #180, #140, #108A, #108B, #86 and #62) that fall within the 300 meter distance requirement. These 2 lots would not impact the future extraction of the neighbouring aggregate resources any more than those that currently exist.

Additionally, 2 of the existing homes within the 300 meter boundary are less than 50M from Jennings Rd. (#180 and #62).

The aggregate resource is sand and there may be areas where the deposit is not of sufficient quantity or quality, particularly in the peripheral areas of the designation which would potentially put the proposed lots outside of the 300 meter boundary.

This resource is unlicensed, untested and unlikely to proceed as the home at the eastern boundary has just sold. (#191 on which most of the potential aggregate resource exists)

.Lastly Jennings Road in its current configuration (two 90 degree corners prior to accessing the highway at the bottom of a hill and roadway built over an area known to have significant frost heaving in the spring)would not be suitable for heavy equipment needed for resource extraction, the previous owner of the resource approached council to build a road to the northwest exiting at Driftwood Park for the extraction of the proposed aggregate.

In summary, a simple request to sever 5 acres from my 20 acre property has taken over a year to get where we are (the requirements for 2 studies) in order for this to proceed. One of my sons has already sold his home and was planning on building a 3200 sq/ft home starting the beginning of September. Having to have 2 studies done to enjoy what my neighbours already have seems ridiculous, especially since the property is posted for severance, the neighbours have been contacted for concerns, HCM council has approved, MTO has approved, HCM Public Works have approved and in the final stretch Planning says no, you need more paperwork.

I find this whole process to be extremely frustrating to say the least.

Ernie Villeneuve

On July 21, 2021 I received the posting package from County for the 2 lots

On July 23, 2021 HCM Council reviewed the request for comment for severance of my property and indicated they were in favor of the severance.

On Aug 31, 2021 (6 weeks later) I again emailed County Planning about the status of my severances, we were expecting to have things completed by now since all the paperwork was completed.

The response from County Planning “ *Actually, the planner was asking me today if you had provided the studies referenced in the application, as well as the required studies mentioned in the Planning response (from the General inquiry).*

As far as I am aware, they haven't been provided yet. I had planned to contact you to find out the status on those studies but you have beat me to it. Unfortunately we need those studies in order to continue processing the applications."

Knowing that I was anxious to turn one of the lots over to my son who was ready to build as he sold his own house, and having sent at least 40 emails over the course of this process to date, having to wait 6 weeks for a request for more info from Planning is ridiculous in light of the fact that HCM Council had approved with no issue the severance request.

If I hadn't emailed to check on status how much longer would it have taken before County Planning responded that they were still waiting to receive the studies?

If there were outstanding issues why did it come to council for approval and why did I receive the posting package leading me to assume everything was in order?

It seems that Renfrew County Planning is more concerned with checking the boxes (engineering study, planning justification, hydrogeological study, etc.) when it comes to severance applications than with using common sense. Repeated answers from County Planning stated that they were following policy, without regard for what myself and others deem to be common sense. With the exception of some nice graphics in the engineering report, my responses covered virtually everything that was in the report.

I paid \$3,390.00 to have a Planning Justification and Aggregate Impact Study completed by an engineering firm since the statement from County is that I am not a qualified individual, this implies I am probably not smart enough to be able to do it myself. If the ground slope is not ideal, landscaping readily solves the issue. As for well water, I have a perfectly functioning well and I know my neighbours do too, typically drilling continues until a suitable supply is found and there are a number of commercial remedies to improve the quality of water to make it potable. As for the dust and vibration caused by any future aggregate recovery **which will be a major concern for the 2 existing permanent residences already abutting Jennings Rd.**, a reasonable person would naturally build as far from Jennings Road as economically possible, hydro and driveway length considered. My sons intend to build 90 meters from Jennings Rd.

Further, the owner of (lot #0) which has been previously severed from (lot #108), which abuts my property (lot #140) and fronts on Jennings Road will not be required to have an engineering study prior to building and will not need to have a buffer zone between the new building and Jennings Rd. How is this fair?

I submitted a Consent Agreement to the Municipality on Oct 28, 2021 but based on a recommendation from County to the HCM Clerk I was told by HCM Council it needed to be prepared by my lawyer. I paid ~\$500 to have this agreement drafted and when both documents are compared they say literally the same thing. This is another waste of time and money. Either way the consent agreement would have been filed through a lawyer but I had to pay a lawyer to draft the agreement.

Head Clara and Maria is pro-development of new housing and encourages new builds in the municipality. It seems that Renfrew County Planning is not pro-development, preferring to quote from an Official Plan which ignores the needs of a small municipality like HCM which up until recently was allowing residences to be built on property with no year round road access and rural lots of ½ acre in size.

Since there is a plan for County to help HCM in the creation of a new Zoning Bylaw, the previous bylaw must be allowed to stand, to my knowledge it has not been repealed. Quoting from the Official Plan for lot sizes and lot frontage when HCM has a Zoning Bylaw that has not been updated or repealed seems to be contradictory.

This engineering study while maybe important in other areas of the County was certainly not required for this severance package and was in my opinion (and others) a waste of money. A site visit may have aided in County decisions but to my knowledge never occurred nor did anyone actually have an in person meeting with me.

A complete record of email transactions is readily available. The simple act of gifting my boys some property has to date cost me:

- \$2,200 for application fees
- \$3,390 for engineering study
- \$6,780 for surveying
- \$1,478 For attorney fees

Totaling \$13,848

I will state that all of my correspondence with County personnel was professional and polite, the issue is the lack of what I consider to be common-sense and an Official Plan that stipulates a lot of unnecessary steps.

I am asking that Renfrew County reimburse me for the cost of my Planning Justification and Aggregate Impact Study (file # 21-7104A) in the amount of \$3,390.00 tax included. I also request to be reimbursed \$500 of my attorney fees for preparing the Consent Agreement since it does not differ in content from what I submitted.

Please find attached the consent agreement that I prepared and submitted to HCM

Also attached please find the consent agreement that I had to pay a lawyer to prepare

Please respond

Ernie Villeneuve Jr.

COUNTY OF RENFREW

BY-LAW NUMBER

**A BY-LAW TO ADOPT AMENDMENT NO. 36
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 22 of the Planning Act, as amended hereby enacts as follows:

1. THAT Amendment No. 36 to the Official Plan of the County of Renfrew, consisting of the attached text and Schedule “I” 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. 36 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 26th day of October 2022.

READ a second time this 26th day of October 2022.

READ a third time this 26th day of October 2022.

DEBBIE ROBINSON, WARDEN

CRAIG KELLEY, CLERK

**AMENDMENT NO. 36
TO THE
OFFICIAL PLAN
OF THE
COUNTY OF RENFREW**

AMENDMENT NO. 36 TO THE OFFICIAL PLAN FOR
THE COUNTY OF RENFREW

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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. 36 to the Official Plan for the County of Renfrew.

PART A - THE PREAMBLE

Purpose

To redesignate the lands shown on Schedule "A" attached hereto from Rural to Village Community, in the County of Renfrew Official Plan. The proposed Official Plan Amendment will expand the existing urban area of the Village of Braeside to accommodate future growth. The Village Community designation will allow for a future application of subdivision for residential development on the subject lands.

Location

The lands affected by this amendment are described as part of Lot 9, Concession 13 (B), in the geographic Township of McNab, located on the southwest side of River Road, between River Road and Dochart Creek.

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 County of Renfrew on August 19, 2021. This amendment represents the thirty-sixth amendment to the Official Plan.

Proposal

The subject lands are approximately 9.65 hectares in area with road frontage on River Road (County Road 1). Approximately 0.75 hectares of the subject lands are designated Environmental Protection in the County of Renfrew Official Plan and therefore, this application only applies to the 8.9 hectares that is designated as Rural. River Road Estates has applied to re-designate the portion of the lands designated as Rural to the Village Community designation to permit future development on the lands, in accordance with the Village Community policies of the County of Renfrew Official Plan. The application is supported by a Comprehensive Review of Vacant Residential Lands within the Settlement Areas in the Township of McNab/Braeside.

Surrounding Land Uses

The site is located between two residential areas within the Township and abuts the existing boundary of the Village of Braeside. Braeside, to the northwest, is a long-established settlement area consisting largely of single residential development with some commercial uses and community facilities serving the local population. Southeast of the subject lands is an area within the Township known as Mansfield-Sandy Beach-Sandy Hook that consists of long-existing single residential development adjacent to the Town of Arnprior. The land uses in the vicinity of the property are varied. Near the subject lands are large rural properties consisting of farm fields and natural bush, some with dwellings. There are a few small rural residential lots in the area as well as built up residential areas. The lands north and northeast of the subject lands are currently licensed by the Ministry of Natural Resources and Forestry for aggregate pits. Northwest of the subject lands is an active municipal waste disposal site owned and operated by the Town of Arnprior. A small portion of the northern corner of the subject lands fall just within the 500 metres buffer from the perimeter of the licensed fill area of the Town of Arnprior's waste disposal site.

Provincial Policy Statement 2020 (PPS)

Section 3 of the *Planning Act* requires that, in exercising any authority that affects a planning matter, the council of a municipality “shall be consistent with” policy statements issued under the *Act* that are in effect. The Provincial Policy Statement guides the overall direction of land-use matters as they are declared to be a matter of Provincial interest.

While the Provincial Policy Statement is required to be read in its entirety, a number of policies have specific bearing on this amendment and are outlined below:

Section 1.1.3 – Settlement Areas of the Provincial Policy Statement (PPS) states that settlement areas are the focus of growth and development (1.1.3.1) and includes policies for the planning and development of settlement areas.

Section 1.1.3.2 of the PPS states that land use patterns within settlement areas shall be based on a mix of densities and land uses that efficiently use land, resources, infrastructure and public facilities and avoid unnecessary expansion of infrastructure and public facilities; minimize negative impacts to air quality and climate change; promote energy efficiency; prepare for the impacts of a changing climate; support active transportation; and are transit-supportive and freight-supportive.

Section 1.1.3.6 of the Settlement Areas policies state that new development taking place in designated growth areas should occur adjacent to the existing built-up area and should have compact form, mix of uses and densities that allow for the efficient use of land, infrastructure and public service facilities.

Section 1.1.3.8 of the Settlement Areas policies state that planning authorities may identify a settlement area or allow the expansion of a settlement area boundary only at the time of a comprehensive review and only where it has been demonstrated that sufficient opportunities to accommodate growth and satisfy market demand are not available through intensification, redevelopment and designated growth areas to accommodate the projected need over the identified planning horizon; the infrastructure and public service facilities which are planned or available are suitable for the development over the long term, including financially viable and protect public health and safety and the natural environment; if in prime agricultural areas, the lands do not comprise of specialty crop areas, alternative locations have been evaluated and there are no reasonable alternatives that avoid agricultural lands or alternatives on lower priority agricultural lands; the new or expanding settlement area is in compliance with the minimum distance separation formulae; and impacts from the new or expanding settlement area on agricultural operations adjacent or close to the settlement area are mitigated to the extent feasible.

Section 1.1.4.3 of the Rural Areas in Municipalities policies state that when directing development in rural settlement areas in accordance with the policies of 1.1.3 – Settlement Areas, planning authorities shall give consideration to rural characteristics, the scale of development and the provision of appropriate service levels.

County of Renfrew Official Plan

The County of Renfrew Official Plan designates the property as Rural. Schedule B-Map 1–Hazards Map identifies the active waste disposal site to the north of the subject lands and karst topography and slip clay sites on the lands. Schedule B-Map 2-Infrastructures identifies the subject lands as fronting on a County Road. Schedule B-Map 3-Mineral Aggregate and Mining Resources identifies active aggregate licenses immediately to the

north and northeast of the subject lands.

Section 4.3(1) of the Village Community policies of the Official Plan state that the predominate use of the land shall be for residential however recreational, commercial, institutional and light industrial uses are also permitted. Section 4.3(14) of the Official Plan allows for the expansion of the settlement boundary only when a comprehensive review, in accordance with the Provincial Policy Statement definition of a comprehensive review, has been undertaken. The review shall address the criteria set out in Section 4.3(14) and the level of detail of the assessment should correspond with the complexity and scale of the proposal.

Sections 7.3(5) and (6) of the Mineral Aggregate policies reference aggregate resources and operations and areas of influence for incompatible lands uses. For pits, a 300-metre area of influence applies and any incompatible development proposed within this area is to be supported by an aggregate impact study that justifies the proposed use and that the aggregate resource is either not suitable for extraction or that there will be no negative impacts on the ability to extract the resource, as a result of the proposed use. The study must recommend an appropriate separation distance for the use from the resource and/or operation.

Section 12.3(3) of the Waste Disposal policies identifies that all development proposals within 500 metres of the licensed perimeter of an existing or closed disposal site be assessed to ensure compatibility with regards to soil and groundwater conditions and no adverse impacts. The assessment study is to be completed in accordance with Ministry guidelines.

Several of the General Development Policies in Section 2 also apply to the proposed use of the subject lands.

Section 2.2(1) Housing requires municipalities to maintain a minimum 10-year supply of land designated and ready for new residential development and to maintain a minimum 3-year supply of residential units in draft approved plans.

Section 2.2(3) sets out requirements for ensuring land use compatibility between different land uses. Separations are required between residential uses which are considered sensitive and land uses such as landfills, aggregate resources, pits and quarries. Various legislation and Ministry guidelines must be applied to ensure compatibility.

Section 2.2(4) sets out considerations and requirements for commercial, industrial and institutional uses such as access, parking, compatibility, buffering and servicing.

Section 2.2(6) requires that archaeological assessment is required for development that is proposed within an area of high archaeological resource potential. This assessment must be done in accordance with Ministry of Citizenship, Culture and Recreation guidelines by a qualified, licensed archaeologist.

Section 2.2(8)(a) states that Council will ensure, in reviewing development applications, that threatened and endangered species mapping by the Ministry of Natural Resources and Forestry (MNR) is considered. The Official Plan does not identify habitat of threatened and endangered species.

Section 2.2(8)(e) references Significant Woodlands as identified on Schedule B-Map 4-Natural Heritage Features, related to woodlands. Any development located in or within 120 metres of these features are to be supported by an Environmental Impact Study

(EIS) that development will not negatively impact the feature or its function as part of a natural heritage system.

Section 2.2(8)(f) references Significant Valleylands as identified on Schedule B-Map 4-Natural Heritage Features, related to watercourses. Any development located in or within 120 metres of these features are to be supported by an Environmental Impact Study (EIS) that development will not negatively impact the feature or its function as part of a natural heritage system.

Section 2.2(9)(b) references Hazardous, Unstable and Steep Slopes as identified on Schedule B-Map 1-Hazards associated with Slip Clay Sites. Any development applications will require a geotechnical study, prepared by a qualified geotechnical engineer, indicating how development can be accommodated on the site.

Section 2.2(9)(c) references Karst Topography as identified on Schedule B-Map 1-Hazards. Development should generally be directed outside of these areas unless the effects and risks to public safety are minor and can be managed or mitigated.

Section 2.2(12) sets out the Provincial serving hierarchy requirements for development. Development on individual on-site water and sewage disposal systems may be considered if site conditions are shown to be favourable over the long term with no negative impacts. Section 2.2(12)(f) describes negative impacts as being degradation to the quality and quantity of water, sensitive water and sensitive groundwater features and related hydrologic functions as a result of development. A hydrogeological assessment is required where development would produce more than 4500 litres per day of effluent and would confirm a suitable water source both in terms of quality and quantity. It would include a nitrate impact assessment and confirm the site is suitable for septic systems.

Stormwater policies are set out in Section 2.2(30). Stormwater management plans, prepared in accordance with Ministry of Environment guidelines shall be required for all development consisting of more than three lots or for commercial or industrial developments. The policies set out general methods and intended outcomes of stormwater management for developments.

For development fronting on and proposing access to County Roads, Section 13.3(2) of the Transportation policies requires all requirements of the Public Works and Engineering Department be satisfied. This includes new road construction and design which may include active transportation features.

Township Zoning By-law 2010-49

The lands to be redesignated are zoned Rural (RU) in the Township's Zoning By-law. Sections 17.1(a) and (b) permit a broad range of residential and non-residential uses on private services.

Section 3.0 includes various General Provisions that would apply to a new proposed use of the lands.

Analysis

The County, as the approval authority, must ensure the application is consistent with the Provincial Policy Statement (PPS) and the County's Official Plan. Specifically, PPS Policy 1.1.3.8 requires a comprehensive review to support the proposed redesignation that will result in an increase in settlement area lands within the Township of McNab/Braeside. The County must be able to justify the change and ensure that the additional settlement area

lands are needed to accommodate future residential development.

The applicant submitted the required comprehensive review. The Comprehensive Review satisfies the settlement area expansion policies of the PPS in supporting the conversion of the subject lands from the Rural to Village Community designation. Based on the available vacant lands within built-up areas and the most recent building permit activity, it confirms the expansion of the settlement area of Braeside is required to help accommodate a portion of the Township's anticipated population growth. Growth within built-up area is encouraged by the PPS, as the most efficient and cost-effective form of development. The Review also confirms that the location of the subject lands is suitable for the expansion as it is located between two long established residential areas and expansion in other directions is constrained by other land uses and natural features. Servicing capacity is not a concern as public water and sewer services are not available. Also, the site does not involve prime agricultural lands and can be developed without impacting any livestock farm operations.

For a future development application on these land, there are a number of potential land use constraints that will need to be studied and addressed in accordance with the policies of the Provincial Policy Statement and the Official Plan policies to ensure appropriate development.

PART B - THE AMENDMENT

All of this part of the document entitled Part B - The amendment, consisting of the following text and Schedule "A" constitutes Amendment No. 36 to the Official Plan for the County of Renfrew.

Details of the Amendment

The Official Plan is amended as follows:

- (a) Schedule "A" of the Official Plan is hereby amended by redesignating those lands described as part of Lot 9, Concession 13(B), geographic Village of Braeside, in the Township of McNab/Braeside, from Rural to Village Community, as shown on the attached Schedule "A".

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.

AMENDMENT NO. 36 TO THE OFFICIAL PLAN OF THE COUNTY OF RENFREW

SCHEDULE 'A'

(Part of Lot 9, Concession 13(B) in the
Geographic Township of McNab

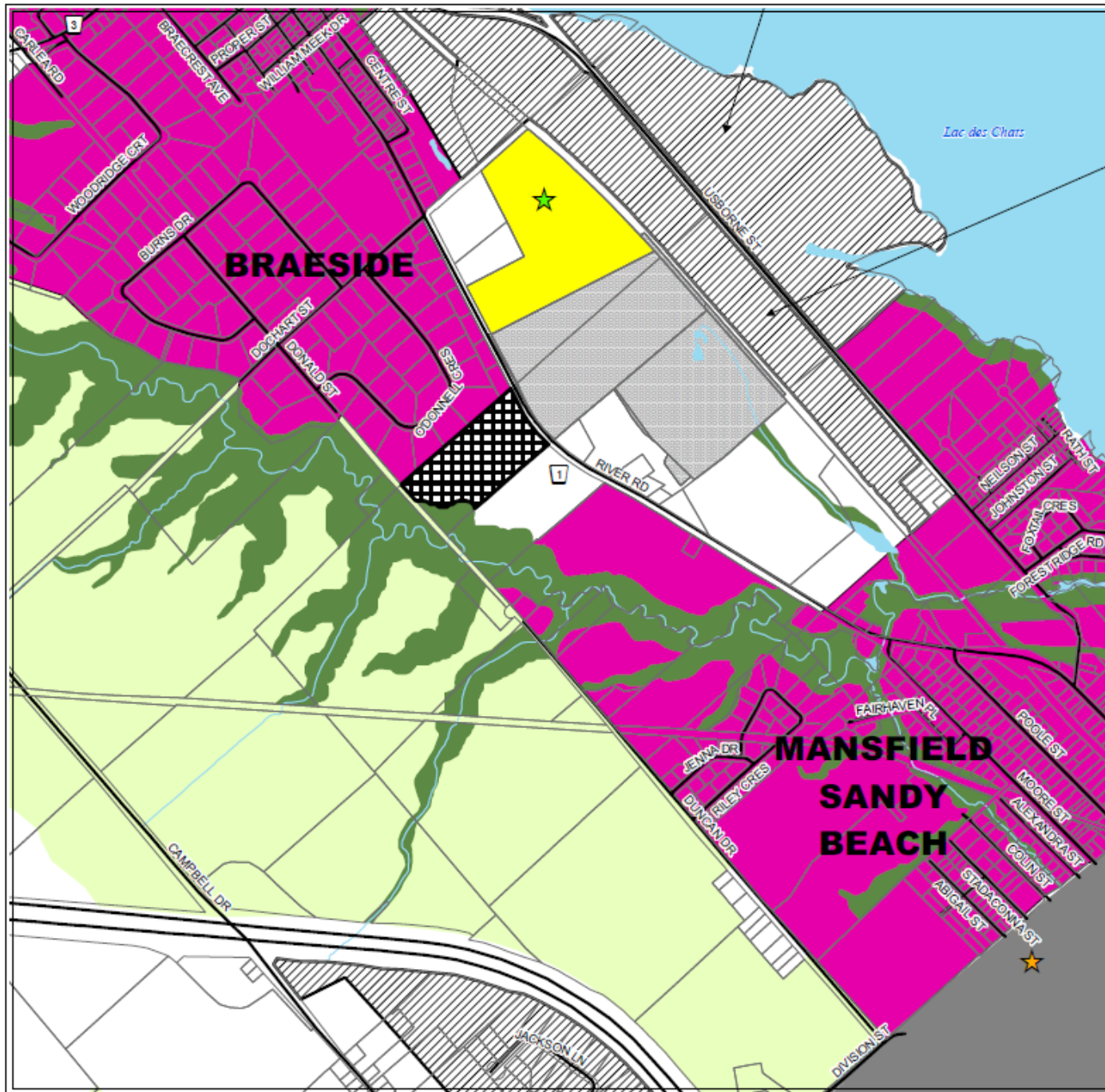


Area affected by this Amendment
From Rural to Village Community

COUNTY of RENFREW OFFICIAL PLAN LEGEND

- Road
- Permanent Streams and Rivers
- Lakes and Rivers
- At Capacity Lakes
- Urban Community
- Village Community
- Non County Areas
- Special Policy Exception Areas
- ★ Active Waste Disposal Site
- ★ Inactive Waste Disposal Site
- Environmental Protection Area
- Rural
- Crown Land
- County Forest
- Mineral Aggregate
- Mining Resource
- Agriculture

N
1:19,000



Note: This schedule forms part of Amendment No. 36 to the Official Plan of the County of Renfrew and must be read in conjunction with the written text.



OFFICIAL PLAN AMENDMENT 36

PLANNING REPORT

1. **FILE NO.:** OPA No.36
2. **APPLICANT:** Jp2g Consultants Inc. (Agent)
Jim Sawyer and Blackrock Property Equities Inc.
3. **MUNICIPALITY:** Township of McNab/Braeside
(geographic Township of McNab)
4. **LOCATION:** Part Lot 9, Concession 13 (B)
River Road (County Road 1)
5. **APPLICATION:** Official Plan Amendment 36 (OPA 36)

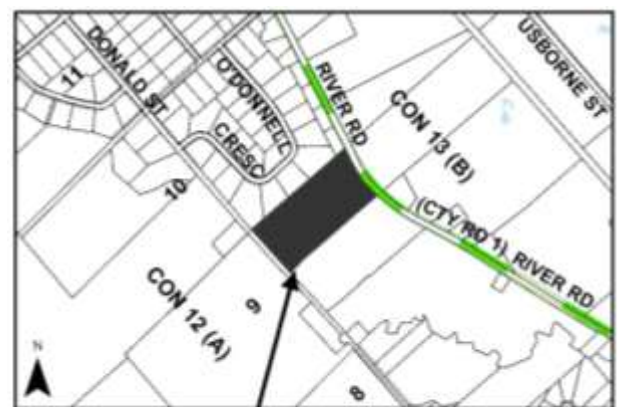
SUBJECT LANDS

6. **COUNTY OF RENFREW
OFFICIAL PLAN
Land Use Designation(s)** Rural
Environmental Protection
7. **TOWNSHIP OF
McNAB/BRAESIDE
ZONING BY-LAW
Zone Category(s):** Rural (RU)
Environmental Protection (EP)

8. DETAILS OF OFFICIAL PLAN AMENDMENT REQUEST:

The applicants submitted an application to the County of Renfrew to amend the County Official Plan. The amendment proposes to extend and amend the Settlement Area designation for the Village of Braeside. The intent of the application is to increase the supply of vacant land within a built-up settlement area to accommodate a portion of the Township's projected population growth.

The entire property is approximately 9.65 hectares in area. Only 8.9 hectares are proposed to be redesignated from Rural to Village Community, The remaining lands are to remain designated Environmental Protection.

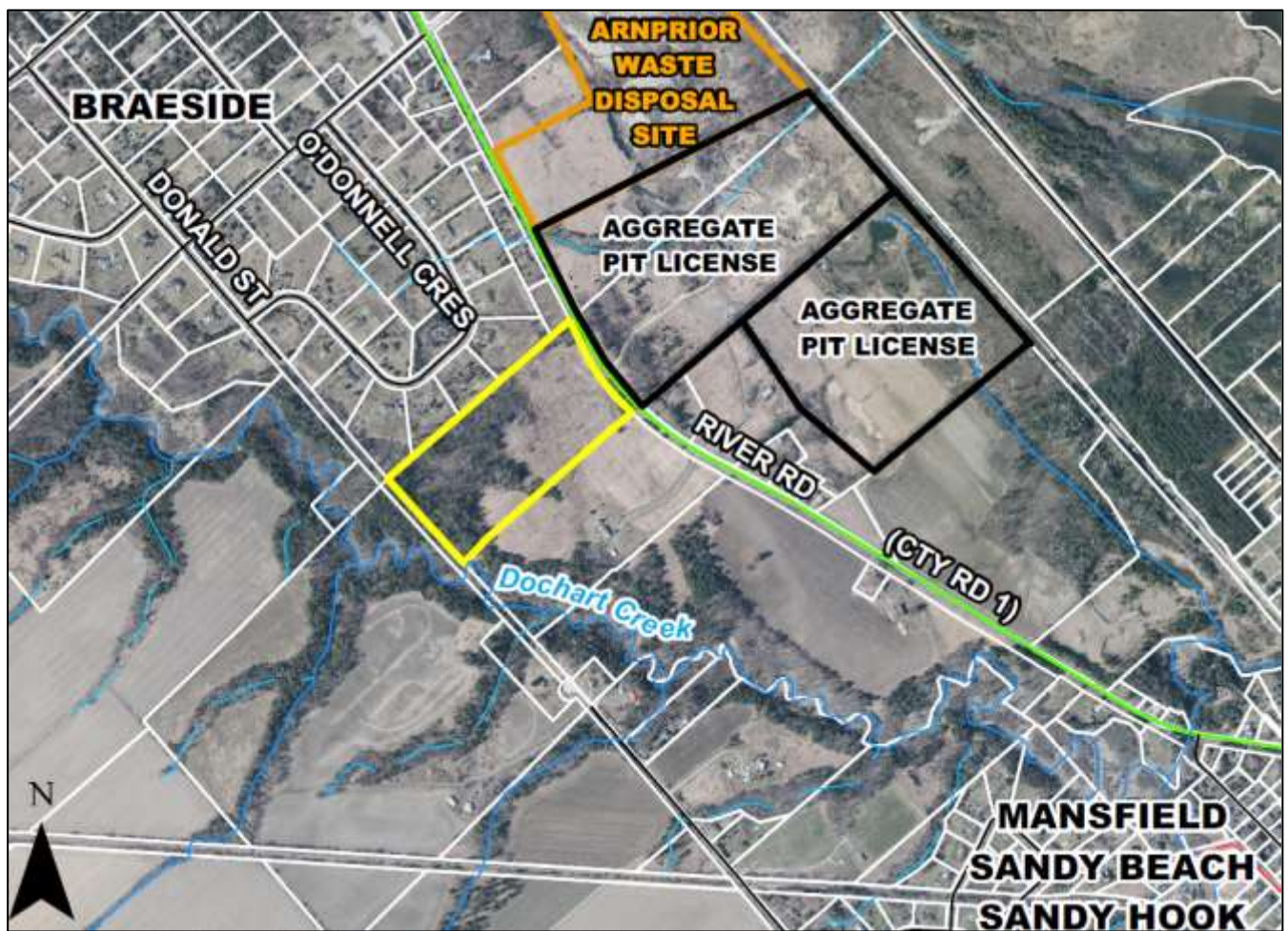


Location of Amendment

9. SITE CHARACTERISTICS AND SURROUNDING LAND USES

The entire subject property shown outlined in yellow, below, is approximately 9.65 hectares in area with approximately 225 metres of road frontage on River Road (County Road 1). It is relatively flat and consists of a mix of open fields and natural bush. The southern most corner contains slopes associated with Dochart Creek, which crosses abutting lands.

The site is located between the built up areas of Mansfield-Sandy Beach-Sandy Hook, and Braeside. Immediately to the north is the southern end of Braeside. Immediately to the east, the lands abut River Road (County Road 1). On the east side of River Road, to the north is the Town of Arnprior's waste disposal site, and to the north and east, are two areas licensed for sand and gravel pits. Further east of that are vacant industrial lands and the Ottawa River. Immediately west and southwest of the site is Dochart Creek with secondary tributaries reaching into large, abutting agricultural properties consisting mostly of farm fields. Some contain buildings. To the south are located some smaller rural residential lots scattered between Braeside and Mansfield-Sandy Beach-Sandy Hook.



10. PROVINCIAL POLICY STATEMENT (PPS):

The Provincial Policy Statement (PPS) provides policy direction on matters of provincial interest related to land use planning and development. The PPS is required to be read in its entirety, but a number of its core policies are related to the planning for and accommodation of growth and new development, which are central to this proposal. These policies are discussed below.

Subsection 1.1.1 sets out matters to ensure the sustainability of healthy, liveable and safe communities. This includes promoting efficient development and land use patterns that sustain both the financial well-being of the Province, and municipalities. It also identifies avoiding development and land use patterns, which may cause environmental or public health and safety concerns, and that would prevent the efficient expansion of *settlement areas* in those areas, which are adjacent to or close to *settlement areas*.

Subsection 1.1.2 of the PPS requires municipalities to accommodate an appropriate range and mix of land uses for a time horizon of up to 25 years. Sufficient land must be made available through intensification and redevelopment, and if necessary, through *designated growth areas*.

Subsection 1.1.3 of the PPS provides a policy framework for *Settlement Areas*, which are defined as "urban areas and rural settlement areas within municipalities" including villages and hamlets. *Settlement Areas* are where municipalities are to focus growth and development. They include built-up areas where development is concentrated and where there is a mix of land uses, as well as lands designated in an official plan for development over the long-term (referred to in the PPS as *designated growth areas*). Land use patterns within settlement areas must efficiently use land and resources; efficiently use the infrastructure and public service facilities available (or planned for) and avoid the need for their unjustified and/or uneconomical expansion; prepare for the impacts of a changing climate; support active transportation; and be freight-supportive (Subsection 1.1.3.2).

Subsection 1.1.3.6 states new development taking place in *designated growth areas* should occur adjacent to the existing built-up area and should have a compact form, mix of uses and densities and allow for the efficient use of land, infrastructure and public service facilities.

Subsection 1.1.3.8 provides a policy framework for the consideration, expansion, and/or adjustment of a *Settlement Area* boundary. As per 1.1.3.8, a municipality can consider a settlement area boundary only at the time of a comprehensive review (the level of detail of which should correspond with the complexity and scale of the settlement boundary expansion or development proposal). To allow the expansion of a settlement area boundary, the comprehensive review must demonstrate the following:

- a) sufficient opportunities to accommodate growth and to satisfy market

- demand are not available through intensification, redevelopment and designated growth areas to accommodate the projected needs over the identified planning horizon;
- b) the infrastructure and public service facilities which are planned or available are suitable for the development over the long term, are financially viable over their life cycle, and protect public health and safety and the natural environment;
 - c) in prime agricultural areas: (1) the lands do not comprise specialty crop areas; and (2) alternative locations have been evaluated, and there are (i) no reasonable alternatives which avoid prime agricultural areas; and (ii) there are no reasonable alternatives on lower priority agricultural lands in prime agricultural areas;
 - d) the new or expanding settlement area is in compliance with the minimum distance separation formulae; and
 - e) impacts from new or expanding settlement areas on agricultural operations which are adjacent or close to the settlement area are mitigated to the extent feasible.

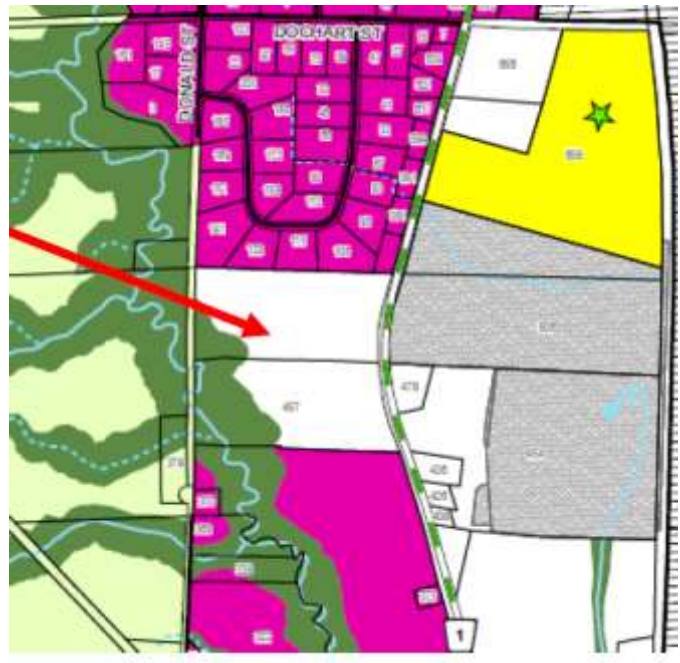
11. OFFICIAL PLAN:

The County of Renfrew Official Plan implements the PPS, and sets out policies to implement County goals and objectives.

The lands impacted by this application are outside of the Township's settlement area of Braeside, and are mostly designated Rural with a small area designated as Environmental Protection

The Rural designation permits limited low-density residential, commercial, industrial and institutional uses, as well as agricultural uses, forestry and conservation.

The Environmental Protection designation limits uses to soil and wildlife conservation, non-intensive outdoor recreation, agriculture, forestry, water control devices and boat anchorages/moorings.



12. ZONING BY-LAW:

The subject lands are zoned Rural (RU) and Environmental Protection (EP) in the Township of McNab/Braeside's Zoning By-law 2010-49.

Section 17.1 of the Rural (RU) Zone permits low density residential uses, including single detached, semi-detached and duplex dwellings.

Uses within the Environmental Protection (EP) Zone are set out in Section 20.1 and are limited to existing uses; passive recreation, existing and limited farms, and structures for water, flood and erosion control.



13. SUMMARY OF STUDIES:

As required by the Provincial Policy Statement (PPS), and in support of the application to expand the limits of the Village Community designation of Braeside, the applicant submitted a Comprehensive Review of Vacant Residential Lands within the Settlement Areas in the Township of McNab/Braeside, prepared by Jp2g Consultants Inc., dated July 15, 2022.

The purpose of the Comprehensive Review is to study the existing designated growth areas of both Braeside and Mansfield-Sandy Beach-Sandy Hook within the Township of McNab/Braeside and their ability to accommodate forecasted future growth based on the Provincial policy that encourages development in built-up areas.

The Review follows the policies of both the Provincial Policy Statement (PPS) and the County of Renfrew Official Plan for proposed expansions to a settlement area. As permitted by those policies this Review is scoped as it relates to requirements for reviewing servicing capacity and impact on agriculture. The lands are not municipally serviced for water and sewage disposal and the lands are not designated Agriculture therefore these elements are not included in the Review. However, Minimum Distance Separation from livestock operations is considered and was found to be favourable for future residential development.

The Review considers available population information including 2016 and 2021 Census statistics, and growth projections from the Township's Development Charges Background Study and the County Official Plan, as indicators of future population growth for timeframes to 2028 and 2036, respectively. For the

purposes of this Review, it forecasts future population growth following the development Charges Study forecast model and is calculated based on recent (2017-2021) building permit activity. It recognizes increased building permit activity during the Covid pandemic and whether or not those rates will continue.

To determine the gross amount of vacant land available to accommodate growth and development in the two designated Settlement Areas, the Review considers assessment data, air photography and site visits to determine vacant land parcels. The zoning (permitted uses and lot size requirements), and actual size and shape of vacant lots is also considered, to determine suitability for development. Land-locked parcels without existing or potential access are excluded. The net developable area of those vacant land parcels is then based on the maximum 35% lot coverage permitted in the Residential One (R1) Zone, which reflects the predominant form of development (single detached dwelling) within the settlement areas. The Review establishes the potential density of development for the available lands based on the type of servicing available (private well and septic). Low and high density scenarios are considered at two units per hectare and four units per hectare, based on lot size requirements and the ability of the lot size to accommodate private services. For the vacant land inventory and the capacity to accommodate new units/persons, the Review finds that both settlement areas combined can accommodate a total of 36 persons at two units per hectare and 72 persons at four units per hectare, as shown in charts below copied from the Comprehensive Review.

Net Developable Area:

Village Community	Vacant Land – Gross (ha)	Vacant Land – Net (ha)
Braeside	6.33	2.2
Mansfield-Sandy Beach-Sandy Hook	14.25	5.0
Total	20.58	7.2

Population Capacity of Net Developable Area:

Village Community	Units	Population
Braeside	Low: 4 High: 9	Low: 11 High: 22
Mansfield-Sandy Beach-Sandy Hook	Low: 10 High: 20	Low: 25 High: 50
Total	Low: 14 High: 29	Low: 36 High: 72

To determine how many years it would take to reach this capacity, the Review then forecasts the population growth to 2031 and 2036. It uses the average building permit activity for the years 2017 to 2021, being 38.2 permits per year with consideration given to minimal potential for other dwelling types other than single dwellings. The household size of 2.5 persons per household is initially used and smaller household size over time is accounted for. The population is calculated based on permanent residents then adjusted to include seasonal residents. The forecasted population growth to 2031 and 2036 is calculated as shown in the chart below copied from the Comprehensive Review.

Time horizon	Adjusted Cumulative Increase (+ 6.2% annually)	Total Adjusted Population (+ 6.2%)
2021 starting population	-	-
2031	709	8,903
2036	1,031	9,528

The Review then considers scenarios where 10%, 50% and 90% of the Township's forecasted growth, at four units per hectare, would locate in the two settlement areas. It concludes that under these scenarios the existing capacity within the settlement areas for forecasted growth would be reached, as follows:

For 10% of the forecasted growth - just over 10 years

For 50% of the forecasted - just less than 2 years

For 90% of the forecasted - just less than 1 year

The Review concludes that the existing designated Settlement Areas of Braeside and Mansfield-Sandy Beach-Sandy Hook do not have enough vacant land capacity to accommodate the majority of development in accordance with Official Plan policies. Scenarios for four units per hectare are used, but at two units per hectare, the timelines to capacity would be even shorter. It also identifies several constraints that limit the potential for expansion to either of the two settlement areas, including Dochart Creek and associated environmentally protected lands, prime agricultural lands, industrial lands and the Town of Arnprior. The only potential for expansion is northwest of Braeside or the area between Braeside and Mansfield-Sandy Beach-Sandy Hook, where the subject lands are located.

14. OTHER APPLICATIONS

No other Planning Act applications have been submitted.

15. AGENCY CIRCULATION:

The Official Plan Amendment application was circulated in accordance with the *Planning Act*. Comments received to date, include the following:

September 22, 2022 – Conseil des écoles catholiques du Centre-Est (CECCE)

- Does not oppose the proposed official plan amendment

September 23, 2022 – Enbridge Gas Inc.

- Does not object to the proposed application, but reserves the right to amend their development conditions

September 21, 2022 – Township of McNab/Braeside Public Works

- No comments or concerns.

September 27, 2022 – Township of McNab/Braeside Septic Department

- Will provide more detailed comments after more thorough review.

September 27, 2022 – Township of McNab/Braeside Building Department

- Will provide more detailed comments after more thorough review.

16. PUBLIC COMMENTS

No comments received as of the date of this Report.

17. ANALYSIS

As indicated in Sections 10 and 11 of this Report, the County, as the approval authority, must ensure the application is consistent with the Provincial Policy Statement (PPS) and the County's Official Plan. Specifically, PPS Policy 1.1.3.8 requires a comprehensive review to support the proposed redesignation that will result in an increase in settlement area lands within the Township of McNab/Braeside. The County must be able to justify the change and ensure that the additional settlement area lands are needed to accommodate future residential development.

The applicant submitted the required comprehensive review. The Comprehensive Review satisfies the settlement area expansion policies of the PPS in supporting the conversion of the subject lands from the Rural to Village Community designation. Based on the available vacant lands within built-up areas and the most recent building permit activity, it confirms the expansion of the settlement area of Braeside is required to help accommodate a portion of the Township's anticipated population growth. Growth within built-up area is encouraged by the PPS, as the most efficient and cost-effective form of development. The Review also confirms that the location of the subject lands is suitable for the expansion as it is located between two long established residential areas and expansion in other directions is constrained by other land uses and natural features. Servicing capacity is not a concern as public water and sewer services are not available. Also, the site does not involve prime agricultural lands and can be developed without impacting any livestock farm operations.

For a future development application on these land, there are a number of potential land use constraints that will need to be studied and addressed in accordance with the policies of the Provincial Policy Statement and the Official Plan policies to ensure appropriate development.

18. RECOMMENDATIONS & NEXT STEPS:

That, subject to any additional concerns or information raised at the public meeting, the Official Plan amendment be forwarded to County Council for adoption and approval.

Date: September 27, 2022

Planner: Anne McVean
County Planner

Reviewed by: Bruce Howarth
Manager of Planning