

COUNTY COUNCIL

10:00 A.M., WEDNESDAY, OCTOBER 26, 2022

AGENDA

- 1. Call to Order.
- 2. Land Acknowledgment.
- 3. Moment of Silent Reflection.
- 4. National Anthem.
- 5. Roll Call.
- 6. Disclosure of Pecuniary Interest and General Nature Thereof.
- 7. Adoption of the Minutes of September 28, 2022.
- 8. Warden's Address.
- 9. Delegations:
 - a) Cheque Presentation to Debra Woodfine, Clinical Director, Phoenix Centre for Children and Families, funds donated by the County of Renfrew Paramedic Service 'Emergency Services Race'.
 - B) Recognition of Ms. Jan Farrell and Mr. Gerry Slobodzian, Primary Care Paramedics on receiving the Governor General's Emergency Medical Service Exemplary Service Award.
- 10. Correspondence thank you card from former CAO Paul Moreau.
- 11. Committee Reports:

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10:30 a.m. – 10:55 a.m.	a)	Development & Property Committee	5
		2023 Ontario Winter Games	
10:55 a.m. – 11:10 a.m.	b)	Health Committee	95
11:10 a.m. – 11:30 a.m.	c)	Operations Committee	125
11:30 a.m. – 12:00 p.m.	d)	Finance & Administration Committee	140
12:00 p.m. – 12:10 p.m.	e)	Community Services Committee	158

12. Closed Meeting – none at time of mailing.

- 13. By-laws:
 - a) By-law 113-22 A By-Law to Authorize the Clerk to Enter into a Service Agreement Renewal with Cowan Benefits Consulting for a Benefits Program.
 - By-law 114-22 A By-Law to Authorize the Clerk to Enter Into a Service Agreement Renewal with Manulife Financial for the Provision of a Benefits Program.
 - c) By-law 115-22 Employment By-Law # 1 for County Officers and Staff.
 - d) By-law 116-22 A By-Law to Establish Policy PW-18 Decorative Crosswalks on County Roads for the Municipal Road System within the Jurisdiction of the Corporation of the County of Renfrew.
 - e) By-law 117-22 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.
 - f) By-law 118-22 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.
 - g) By-law 119-22 A By-Law to Authorize Entering into an Agreement for the Provision of Janitorial Services at 7 and 9 International Drive, Pembroke, Ontario
 - b) By-law 120-22 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.
 - i) By-law 121-22 A By-Law to Adopt Amendment No. 36 to the Official Plan of the County of Renfrew.
 - j) By-law 122-22 A By-law authorizing the Warden and Clerk to execute an education affiliation Agreement between the County of Renfrew Paramedic Service and the Justice Institute of British Columbia for preceptorship of Canadian Military Search and Rescue Technicians (SARTECH) with the County of Renfrew Sierra/CRU Paramedics.
 - k) By-law 123-22 A By-Law to Amend By-Law 50-17 to Authorize the County of Renfrew to Enter into an Agreement with Licensed Home Child Care Service Providers.
- 14. Written Reports from Representatives Appointed to External Boards
 - a) Association of Municipalities Ontario (AMO)
 - b) Eastern Ontario Regional Network (EORN)

- c) Federation of Canadian Municipalities (FCM) Report attached.
- d) Rural Ontario Municipal Association (ROMA).
- 15. Notice of Motions.
- 16. Members' Written Motions.
- 17. New Business
- 18. Presentation of gavel to Warden Debbie Robinson for 2020, 2021 and 2022 presented by Councillor Michael Donohue, Mover of nomination and Councillor Peter Emon, Seconder of nomination.
- 19. Presentation to Outgoing Councillors Warden Robinson and CAO Craig Kelley.
- 20. Confirmatory By-law 124-22 A By-law to Confirm the Proceedings of the Council of the County of Renfrew at the meeting held on October 26, 2022.
- 21. Adjournment.
- **NOTE:** Any submissions received from the public, either orally or in writing may become part of the public record/package.

Strategic Plan

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

Initiatives:

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

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

Initiatives:

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

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

Initiatives:

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

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

Initiatives

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

October 26, 2022

To the Council of the Corporation of the County of Renfrew

Members of County Council:

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

INFORMATION

1. Proposed Department Restructuring [Strategic Plan Goal No. 3]

As a result of the recent staffing changes within the Development and Property Department, 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.

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

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 is available at <u>www.TOTV.ca</u>.

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

4. Ottawa Valley and Canadian Canoe Route Features [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 "<u>Delicious autumn: Three regions to visit for fun, fall colours and fantastic food</u>" highlights 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).

The Canadian Canoe Route, one of our key travel trade itineraries, was recently featured in the popular travel blog <u>Must Do Canada</u>. 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.

5. Black Ash Recovery Strategy [Strategic Plan Goal No. 1]

The Ministry of the Environment, Conservation and Parks (MECP) requested input on the Environmental Registry of Ontario (ERO) <u>019-5595</u> for finalizing recovery strategies for five species at risk and initiating preconsultation on government response statements and the Ontario <u>Black</u> <u>Ash Recovery Strategy</u>. 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 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.

6. Algonquin Trail – TransCanada Pipeline Overlap Agreement Amendment [Strategic Plan Goal No. 3]

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-ofway 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 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.

7. 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.

8. Planning File Status [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 inquires with approximately a four to five-month delay to receive a response for general inquiries. While there is a still a backlog and staff are working towards providing responses to general inquiries within 30 days, the four to fivemonth 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.

RESOLUTIONS

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

RESOLUTION NO. DP-CC-22-10-92 Moved by Chair

Seconded by Committee THAT County Council recommends 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.

Background

On September 26, 2022, Atomic Energy of Canada Limited issued a <u>Request</u> for Expressions of Interest to manage and operate Canadian Nuclear <u>Laboratories (CNL)</u>. 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.

10. All-Terrain Vehicle Trail Pass – County of Renfrew Trails [Strategic Plan Goal No. 3]

RESOLUTION NO. DP-CC-22-10-94 Moved by Chair Seconded by Committee THAT County Council approves 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, Resolution No. DP-CC-22-05-56 was passed regarding the trail pass requirement for All-Terrain Vehicles (ATVs) on the Algonquin and K & P Recreational Trails which stated:

"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 II 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 has subsequently negotiated the financial contribution and 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.

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 Club 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.

11. Rural Ontario Municipal Association (ROMA) 2023 Conference Delegation Requests [Strategic Plan Goal No. 1]

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

Moved by Chair Seconded by Committee THAT County Council approves 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

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".

12. Integrated Community Housing [Strategic Goal No. 3]

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

Moved by Chair

Seconded by Committee

THAT County Council makes 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.

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.

13. Consent Application Reimbursement Request

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

Moved by Chair Seconded by Committee THAT County Council declines Mr. Villeneuve's request for reimbursement of costs related to the severance process.

Background

Attached as Appendix III 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 our Committee recommends that the request to be reimbursed for the cost of these studies be declined.

BY-LAWS

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

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

Moved by Chair

Seconded by Committee

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 a maximum of \$76,219 to assist with Newcomer and Workforce Attraction and Development Initiatives. The Project will be a collaborative initiative with 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 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. The County of Renfrew monetary contribution will be \$15,041.

15. Snowmobile Lease Agreement – West Carleton Snowmobile Trails Association and OFSC District 1 [Strategic Plan Goal No. 3]

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

Moved by Chair

Seconded by Committee

THAT County Council adopts 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 a 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 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.

16. Request for Proposal DP-RFP-2022-08 – Janitorial Contract – 7 and 9 International Drive [Strategic Plan Goal No. 3]

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

Moved by Chair

Seconded by Committee

THAT County Council approves 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; 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.

17. Request for Proposal – DP-RFP-2022-07 – 410 and 450 O'Brien Snow Removal [Strategic Plan Goal No. 3]

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

Moved by Chair

Seconded by Committee

THAT County Council approves 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 threeyears starting November 1, 2022 to October 31, 2025; 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 a significant increase in costs for winter maintenance contracts across the County facilities due to higher fuel and liability insurance for snow removal contractors.

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

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

Moved by Chair Seconded by Committee THAT County Council pass a By-law to adopt and approve Amendment No. 36 to the Official Plan of the County of Renfrew.

Background

Appendix V is a staff planning report prepared by County Planner Anne McVean supporting the proposed Amendment No. 36 to the Official Plan of the County of Renfrew.

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. Comments received up until October 20, 2022 are attached as Appendix VI.

All of which is respectfully submitted.

Robert Sweet, Chair

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

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

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

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 preemptive 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,

Lacey Rose, RPF County Forester, County of Renfrew Irose@countyofrenfrew.on.ca 613-602-1911

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 nonmotorized.
- 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 occured 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 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.

A 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

A 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 Bylaw 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</pre>

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 117-22

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.

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

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 CrawleyTitle:Director, Rural Programs Branch

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

I have authority to bind the Recipient.

Date:

Date:

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 vise 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 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 and will do so in the form requested 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.

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

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.

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

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.	

[REST OF PAGE INTENTIONALLY LEFT BLANK]

COUNTY OF RENFREW

BY-LAW NUMBER 118-22

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.

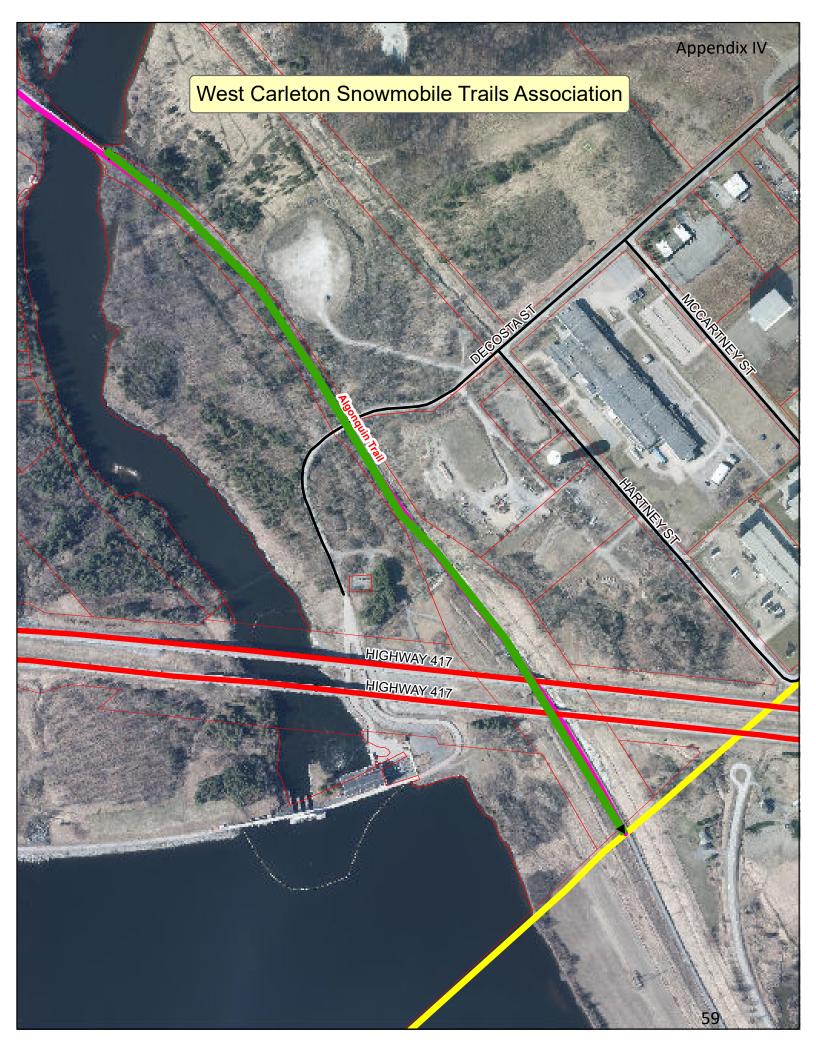
NOW THEREFORE the Council of the Corporation of the County of Renfrew hereby enacts:

- 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.



COUNTY OF RENFREW

BY-LAW NUMBER 119-22

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.

Schedule I

APPENDIX B

AGREEMENT BETWEEN OWNER AND CONTRACTOR

THIS AGREEMENT made in duplicate the **26th** day of **October**, **2022** between the Corporation of the County of Renfrew, represented by the Warden and Clerk of the County of Renfrew

hereinafter called the "Owner".

and

Glacier Maintenance

hereinafter called the "Contractor:

shall be effective from the **1st** day of **November**, **2022** to the **31st** day of **October**, **2025** for a period of three (3) years.

WITNESSETH: that the Owner and the Contractor undertake and agree as follows:

ARTICLE A-1

The Contractor shall provide all labour, material, equipment and services necessary to perform all work described in the Contract Documents titled as:

RFP PROPERTY 2012-06

Janitorial Services County Administration Building 9 International Drive Pembroke, Ontario K8A 6W5 September 2018

ARTICLE A-2

The following is an exact list of Contract Documents referred to in Article A-1:

RFP Property 2022-06

Instructions to Tenders Tender Forms General Conditions Schedule of Services Agreement between Owner and Contractor

ARTICLE A-3

The Owner shall pay the Contractor in consideration of the performance of the work of this Contract in lawful money of Canada the sum of:

Two hundred and Sixty-Seven Thousand, Three Hundred Dollars

(\$**267,300.00**) for a three (3) year period in thirty-six (36) monthly installments of

Seven Thousand, Four Hundred and Twenty-Five Dollars

(\$7,425.00) each, subject to the conditions of the Contract. (HST excluded)

ARTICLE A-4

The documents listed above thereto annexed and signed in duplicate by both parties, are all to be read into and form part of this Agreement and the whole shall constitute the Contract between the parties and it shall inure to the benefits of and be binding upon them and their successors, executors and administrators.

ARTICLE A-5

All communications in writing between the parties shall be deemed to have been received by the addressee if delivered to the individual or to a member of the firm or to an officer of the Corporation for whom they are intended or if sent by post or telegram addressed as follows:

The Owner at 9 International Drive, Pembroke, Ontario, K8A 6W5

The Contractor at 1122C Rednersville Road, Belleville, Ontario K8N 421

IN WITNESS THEREOF, the parties hereto have executed this Agreement the day and year first above written.

SIGNED, SEALED AND DELIVERED

in the presence of

Debbie Robinson, Warden County of Renfrew

Witness

Craig Kelley, CAO County of Renfrew

Witness

Contractor

COUNTY OF RENFREW

BY-LAW NUMBER 120-22

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

Schedule I



9 INTERNATIONAL DRIVE PEMBROKE, ON, CANADA K8A 6W5 613-735-3204 FAX: 613-735-2081 www.countyofrenfrew.on.ca

Department of Development & Property

APPENDIX C

AGREEMENT BETWEEN OWNER AND CONTRACTOR

THIS AGREEMENT is made in duplicate the 20th day of October, 2022 between the Corporation of the County of Renfrew, hereinafter called the "Owner"

and

1770662 Ontario Ltd. Lloyd Hisko Snowplowing Sanding & Snow Removal

hereinafter called the "Contractor"

Shall be effective from November 01, 2022 to October 31, 2025 for a period of three (3) years.

WITNESSETH that the Owner and the Contractor undertake and agree as follows:

ARTICLE A-1

The Contractor shall provide all labour, material, equipment and services necessary to perform all work described in the Contract Documents titled as:

RFP PROPERTY 2022-07 Snow Removal Services 410 and 450 O'Brien Road Renfrew, Ontario

ARTICLE A-2

The following is an exact list of Contract Documents referred to in Article A-1:

RFP PROPERTY 2022-07 Instructions to Contractors - Snow Removal Services Aerial Photo of Site Agreement Between Owner and Contractor Bid Price Form Accessibility Declaration

ARTICLE A-3

The Owner shall pay the Contractor in consideration of the performance of the work of this Contract in lawful money of Canada the sum of:

450 O'Brien Road including Roadway (RCP)

Ninety Six Thousand Dollars

(HST excluded)

(\$96,000.00) 410 O'Brien Road (OPP)

Eighty Seven Thousand Dollars

(HST excluded)

(\$87,000.00) ARTICLE A-4

The documents listed above thereto annexed and signed in duplicate by both parties, are all to be read into and form part of this Agreement and the whole shall constitute the Contract between the parties and it shall inure to the benefits of and be binding upon them and their successors, executors and administrators.

ARTICLE A-5

All communications to the Owner shall be addressed to:

County of Renfrew 9 International Drive Pembroke ON K8A 6W5 Attention: Manager of Real Estate 613-735-7288

All communications to the Contractor shall be addressed to:

Company:	1770662 Ontario Ltd. Lloyd Hisko Snowplowing Sanding & Snow Removal
Address:	240 McBride Rd, Renfrew, ON K7V 3Z6
Contact Name:	Lloyd Hisko
Telephone:	613-432-0564

Signed:

÷

Contractor:_	1770662 Ontario Ltd. Lloyd Hisko Snowplowing Sanding & Snow Removal
Print Name:	Lloyd Hisko
Title:	OWNOR
Date:	October 20, 2022
Signature:	

Municipal Corporation of the County of Renfrew

Print Name:	Debbie Robinson
Title:	Warden
Date:	
Signature:	
Print Name:	Craig Kelley
Title: -	Chief Administrative Officer/Clerk
Date:	
Signature:	

COUNTY OF RENFREW

BY-LAW NUMBER 121-22

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

Schedule I

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

<u>PART A - THE PREAMBLE</u> does not constitute part of this amendment.

<u>PART B - THE AMENDMENT</u> 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

<u>Purpose</u>

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.

<u>Basis</u>

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.

<u>Proposal</u>

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 longestablished 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 ethe 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 add 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 are is in compliance with the minimum distance separation formulae; and impacts from the new or expanding settlement are 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 300metre 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 (MNRF) 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.

<u>Analysis</u>

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.

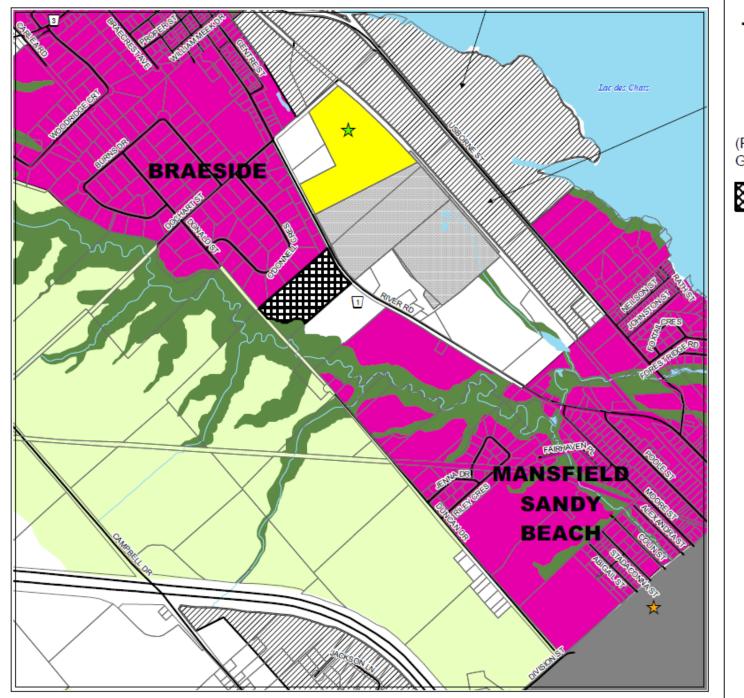
Details of the Amendment

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, Concession13(B) in the Geographic Township of McNab



Area affected by this Amendment From Rural to Village Community





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 Rural OFFICIAL PLAN Environmental Protection Land Use Designation(s)
- 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.

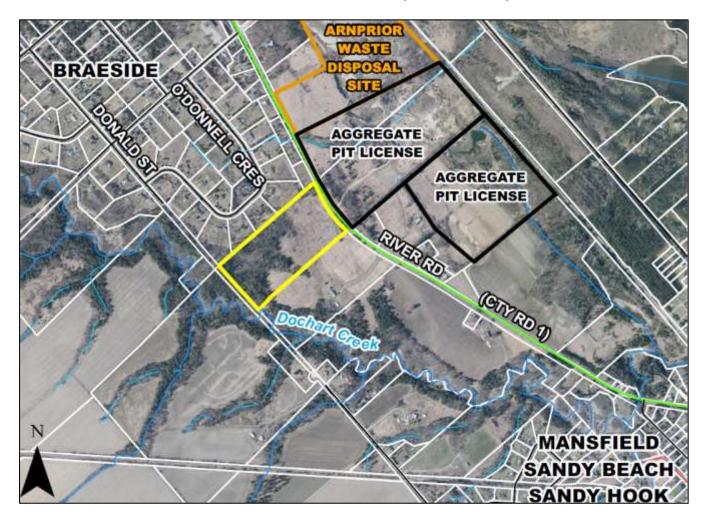


Location of Amendment

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.



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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 heath 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;

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- 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.

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12. ZONING BY-LAW:

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

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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:

Vacant Land

- Gross (ha)

6.33

14.25

20.58

Vacant Land

- Net (ha)

2.2

5.0

7.2

Village Community

Mansfield-Sandy

Beach-Sandy Hook

Braeside

Total

Population Capacity of Net Developable Area:

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

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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:

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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 ecoles 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

Appendix VI



NOTICE TO PUBLIC BODIES

RE: APPLICATION FOR OFFICIAL PLAN AMENDMENT (Owners: Blackrock Properties Equity Inc. and Jim Sawyer Agent: Jp2g Consultants Inc.)

TAKE NOTICE that the Council of the Corporation of the Township of McNab/Braeside intends to propose an amendment of the County of Renfrew Official Plan.

An explanation of the proposed official plan amendment is contained in the attached Notice of Application and Public Meeting. The following information is also attached to assist you in reviewing the applications:

- Proposed Official Plan Amendment
- Schedule A, Proposed Official Plan Amendment Map

PURSUANT to Section 17(21) of the Planning Act, you are hereby requested to submit your comments or alternatively check off the appropriate response box provided below and return a copy to the County of Renfrew no later than **September 27, 2022**. Additional information relating to the above is available during regular office hours at the County of Renfrew and Township of Whitewater Region offices.

DATED at the County of Renfrew this 13th day of September, 2022.

AGENCY RESPONSE

We have reviewed the information provided for the Official Plan Amendment application, and

- we have no comments or concerns.
- we will provide more detailed comments and/or conditions after a more thorough review.
- TOWNSHIP OF MCNAB/BRAESIDE

PUBLIC WORKS DEPARTMENT Agency

KYAN FLEW Name (please print)

ignature

Bruce Howarth, MCIP, RPP Manager of Planning Services County of Renfrew Development and Property 9 International Drive Pembroke, ON K8A 6W5



NOTICE TO PUBLIC BODIES

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Agenci

Name (please print)

Signatur

Bruce Howarth, MCIP, RPP Manager of Planning Services County of Renfrew Development and Property 9 International Drive Pembroke, ON K8A 6W5

No supporting documents were circulated



NOTICE TO PUBLIC BODIES

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DATED at the County of Renfrew this 13th day of September, 2022.

AGENCY RESPONSE We have reviewed the information provided for the Official Plan Amendment application, and we have no comments or concerns. We will provide more detailed comments and/or conditions after a more thorough review. <u>Building department</u> Agency <u>Chris Vereyke</u> Name (please print) <u>Signature</u> <u>Date</u>

Bruce Howarth, MCIP, RPP Manager of Planning Services County of Renfrew Development and Property 9 International Drive Pembroke, ON K8A 6W5

No supporting documents were circulated

Hello,

Our names are Curtis and Courtney Harrington. We attended the meeting this evening, October 4th, 2022 at town hall regarding section 17 and 22 of the planning act. We are writing to you, Anne McVean because this matter deeply and directly effects our home life at 115 O'Donnell Crescent in Dochart Estates.

We are opposed to the official plan amendment to redesignate the 8.9 hectare plot of land on Lot 9, concession 13(B). We believe the proposed subdivision would drastically change our current landscape and negatively affect our property and building functions, have a significant negative impact on the existing wildlife/Dochart creek and add many safety concerns for increased pedestrians and high vehicles traffic on river road without major road construction.

There is great concern that adding a subdivision will hinder our water table and create issues with our well and septic systems. I have seen in other communities' the new subdivisions be developed and the older homes have issues develop, such as excess rust accumulation in their water systems from the ground being altered, resulting in the need for replacement water systems.

Where will the new subdivisions run-off water drain to? Can the township place a restriction on how much of the wooded area they can clear out etc etc.

We would like to be included in any future planning and discussions about the proposed subdivision.

Thank you,

Courtney and Curtis Harrington

From:	Anne McVean
То:	
Cc:	Bruce Howarth; Anthony Hommik; Township of McNab/Braeside
Subject:	RE: Public Meeting 04Oct2022 @ 5:30 - File OPA 36
Date:	October 5, 2022 9:44:00 AM

Joanne:

Further to your question below, the Village Community designation would permit development on a potentially smaller lot size than the Rural designation. The change in designation is required to allow the village to expand.

Anne McVean County Planner Development & Property Department County of Renfrew 9 International Drive PEMBROKE ON, K8A 6W5 amcvean@countyofrenfrew.on.ca 613-735-7288 ext. 470 / 1-800-273-0183 Fax: 613-735-2081

-----Original Message-----From: NoReply <noreply@countyofrenfrew.on.ca> On Behalf Of Joanne Mchugh Sent: October 4, 2022 6:57 PM To: Info@countyofrenfrew.on.ca> Subject: Public Meeting 04Oct2022 @ 5:30 - File OPA 36

Re:Meeting to request Kane be refined from rural to village for future development of residential subdivision What would the rezoning to "Village" allow developers to do that existing zoning of "Rural" does not? Is it all about # of units / homes that would be allowed to be built on the land?

Concerned McNab / Braeside Resident Joanne McHugh 42 Burns Drive PO Box 117 Braeside, ON K0A1G0

91

Rec'd County of Renfrew October 4, 2022

Caroline Sartarelli 457 River Road Braeside, ON KOA 1G0 613-277-5588 Caroline.sartarelli@live.ca

October 4, 2022

Dear Anne McVean,

I am writing to express my strong opposition in the matter of Sections 17 and 22 of the Planning Act that the County of Renfrew has recently given notice to. My family and I have owned 457 River Road since 2010 and our property shares the property line of the proposed 9.65 hectare vacant land that seeks to re-designate from rural to village community to permit a future residential subdivision.

This parcel of land, Part of Lot 9, Concession 13(B) has the Dockhart creek that runs through it and approximately 4.5 hectares of the land is forested. The property has a large incline on the last 2.5 hectares which slopes into the creek. It is inevitable that any development, construction, and human debris will run off into the creek and impact all properties east and hence the Ottawa River. Our rural parcels of land are home to a variety of wildlife and any development will destroy their habitat. Any planned development of the property should consider the continuing impact on local wildlife habitat.

There are approximately 5 hectares of land that could be developed to support houses taking into consideration Dochart creek and its wildlife. I believe that 5 hectares is not a suitable amount of space to re-zone the parcel of land from rural to village community considering the land would need to have sufficient roadways and walkways and would limit the number of homes that could be developed.

Safety of pedestrians should also be a major concern as the proposed division would connect to River Road and this county road has no proper sidewalks to safely allow individuals to walk up to the Braeside amenities such as the community center.

Our land has in the past been successful as an agriculture farm growing strawberries and other vegetation. The proposed land could also be considered valuable agricultural land. Our other neighbours still cultivate their lands.

I urge you not to allow the proposed re-zoning to take place. From recent meetings and discussions with my neighbours, I know my opinions are shared by many who have not managed to attend meetings or write letters and emails.

Thank you for your continued service and support of our communities. Best regards, Caroline Sartarelli Thank you for your circulation.

Enbridge Gas Inc. does not object to the proposed application however, we reserve the right to amend our development conditions.

Please continue to forward all municipal circulations and clearance letter requests electronically to <u>MunicipalPlanning@Enbridge.com</u>.

Regards,

Casey O'Neil (she/her) Sr Analyst Municipal Planning Engineering

ENBRIDGE TEL: 416-495-5180 500 Consumers Rd, North York, ON M2J1P8

enbridge.com Safety. Integrity. Respect. Inclusion.

From:	Jean-François Lapointe
То:	Anne McVean
Cc:	Philippe Brasseur; Karolyn Bois; Claudette Lavictoire; Planification CECCE
Subject:	Fwd: Proposed Official Plan Amendment (No. 36) to the County of Renfrew Official Plan
Date:	September 22, 2022 10:34:13 AM
Attachments:	image.png OPA 36 Notice of Application & Public Meeting.pdf OPA 36 Notice to Public Bodies.pdf 4 DraftOPA&SchedA.pdf

Bonjour Anne McVean,

Suite à la révision du dossier mentionné à l'objet, je vous confirme que le Conseil des écoles catholiques du Centre-Est ne s'y oppose pas.

Je vous remercie de l'information.

Meilleures salutations,

Jean-François Lapointe, EAO Agent de la gestion des effectifs Téléphone: (613) 744-2555 poste 33305 <u>lapoije@ecolecatholique.ca</u>

Conseil des écoles catholiques du Centre-Est 4000, rue Labelle Ottawa (Ontario) K1J 1A1 <u>ecolecatholique.ca</u> October 26, 2022

To the Council of the Corporation of the County of Renfrew

Members of County Council:

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

INFORMATION

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

Home Outbreak Status:

Bonnechere Manor: We are pleased to advise that Bonnechere Manor is clear of outbreak status since September 18, 2022.

Miramichi Lodge: On September 29, 2022, the Renfrew County and District Health Unit placed Resident Home Area 1A in suspect COVID-19 outbreak. The Outbreak was lifted October 9, 2022.

The Ministry of Health announced the latest revisions to "The COVID Containment Guidance Document for Long Term Care Homes in Ontario" effective October 14, 2022.

- Residents returning from an absence are no longer required to be tested unless symptomatic.
- The previous limit of four visitors at a time has been lifted.
- COVID Testing requirements remain for staff, students, volunteers, visitor and essential caregivers, thus requiring ongoing presences of screeners 7 days a week. Staff are now permitted to engage in passive screening, however, as screeners are still required to facilitate testing, Homes will maintain active screening and attestation for all who enter the Home including staff.
- Masking remains in place for all but residents when in the building. Visitors are now permitted to unmask, socialize, eat & drink in the resident's room provided no one other than the resident and visitor are present in the room.
- Vaccine policies remain recommended and are at the discretion of the Home.

New Public Health Ontario Report: Respiratory Virus Overview

Public Health Ontario has released a <u>new surveillance report</u> that provides a weekly assessment of respiratory virus activity in Ontario and summarizes surveillance information from various sources used to monitor influenza, COVID-19, and other seasonal respiratory viruses.

The <u>COVID-19 Data Tool</u> has also been updated with a new tab entitled "COVID-19 & Flu Activity", which will include images and select figures from the new report and provide a high-level assessment of COVID-19 and influenza activity in Ontario.

Bivalent Booster Update

Both Homes have commenced staff vaccine clinics offering the bivalent booster. The National Advisory Committee on Immunization (NACI) recommends that people receive the bivalent booster dose six months after their last dose and are eligible if at least a minimum of three months have passed since the last dose. The bivalent booster vaccine may be given simultaneously, the same day, before, or after non-COVID vaccines such as the influenza vaccine. The bivalent vaccine will target both the original COVID-19 virus and the Omicron variant BA.1. At present approximately 90% of residents at Bonnechere Manor and Miramichi Lodge have either received or consented to receive the bivalent booster.

COVID-19 Prevention and Containment Funding Update

The Ministry of Long-Term Care confirmed that the recent COVID-19 prevention and containment funding allocation from July to September 2022 should be received in October. The Ministry indicated that the funding could be used beyond September 2022 and is not restricted to July-September 2022 expenditures. No commitment for continuation of funding past September 2022 has been received to date.

IPAC Training and Education Funding

The Ministry of Long-Term Care announced \$26,170,000 in funding for the fiscal year 2022-23 to long-term care homes to support infection prevention and control training and education. The funding will be provided to homes on a per-bed allotment, and homes are requested to prioritize funding and allocate accordingly to best meet individual home needs and evolving priorities, and to maximize impact. The MLTC will communicate further details on the quarterly reporting requirements process.

StatsCan Report: Impact of COVID-19 on Canadian Nursing Homes

Statistics Canada has released a new report, "<u>Impacts of COVID-19 on</u> <u>Canadian nursing homes and seniors' homes in 2021"</u>. The report provides preliminary insights into select Canada wide facilities and the resident experience. Infection Prevention and Control (IPC) protocols and practices, and environmental changes in response to the COVID-19 pandemic are featured. Key observations include:

- Two-fifths of Canadian nursing homes and seniors' homes had at least one resident with COVID-19 in 2021,
- Half or more of responding nursing homes and seniors' homes in 2021 reported increasing staffing challenges over the same period in the previous year,
- Roughly one-third of nursing homes implemented changes to ventilation and air purification,
- Nearly 90% of responding nursing homes reported that 95% or more of their employees were fully vaccinated against COVID-19.

Bill 7 Implementation to Support Ontario's Plan to Stay Open: Health System Stability and Recovery

The Ministry of Long-Term Care, Ministry of Health and Ontario Health are implementing several key strategies from the Ontario's Plan to Stay Open, including Bill 7 - More Beds, Better Care Act, 2022. The Act is aimed at facilitating the admission of eligible patients, in need of Alternate Level of Care (ALC), into a long-term care home, while they wait for placement in a preferred home. To facilitate this endeavour Home and Community Care Support Services placement coordinators, in consultation with the patient and family prior to authorizing admission to a long-term care home, must consider patient care needs, accommodation requested and distance from the patient's preferred location(s) as well as travel for loved ones, caregivers and religious, ethnic and linguistic preferences. The coordinator will make every effort to seek consent at each stage of the process. If not achieved, the placement coordinator will move forward with the determination of eligibility and other admission processes, without consent, with the goal of finding a suitable temporary arrangement in a long-term care home while they wait for their preferred home.

It is the responsibility of the long-term care homes to review the information sent by the placement coordinator and either approve or not

approve the admission based on the usual criteria as set out in the Fixing Long-Term Care Act, 2021.

Effective November 20, 2022, hospitals will be required under the Public Hospitals Act to charge a standardized daily fee of \$400 per day to patients who no longer require hospital care, but remain in hospital after being discharged.

2. Ministry of Long-Term Care Inspection Report – Miramichi Lodge

Ms. Karen Lynne Buness and Mr. Marko Punzalan, Inspectors with the Ministry of Long-Term Care, conducted a Complaint and two (2) Critical Incident System inspections on the following dates: August 18, 19, 23 to 26, 29 to 31, 2022. The following inspection protocols were used during this inspection: Falls Prevention and Management; Infection Prevention and Control; Prevention of Abuse and Neglect; and Resident Care and Support Services. Three (3) written notifications (WNs) were issued and the full report is available through the Ministry of Long-Term Care Public Reporting website: Inspection Report. Remedial actions were taken prior to issuance of findings.

3. Ministry of Long Term Care Announces New Nurse Practitioner Funding

The Ministry of Long Term Care recently announced new funding to recruit and retain 225 nurse practitioners (NP) in the long-term care sector. Funding totalling \$57,593,900 is available over the next three years ending March 31, 2025. Funding for each NP position includes \$123,340 for salary and benefits and \$8,513 for overhead costs.

The County of Renfrew Long-Term Care Homes have benefitted from the services of our shared NP for over twenty years. An application on behalf of Bonnechere Manor is currently underway with the intent of securing a designated NP for each Home. By virtue of reducing resident caseload, securing an NP for each Home will greatly enhance the ability for the NP to engage residents and family as well as lead clinical program advancement.

4. County of Renfrew Community Paramedicine [Strategic Plan Goal #1)

Commander Amber Hultink virtually presented "Community Paramedicine in Canada", at the German Rescue Service Symposium on Saturday, September 17, 2022.

5. Virtual Triage Assessment Centre - Community Impact Award

On Saturday, September 24, 2022, the County of Renfrew was presented the 2022 Community Impact Award at the Upper Ottawa Valley (UOV) Chamber of Commerce Business Excellence Award Gala for Renfrew County VTAC. This award is recognized as further acknowledgement of the tremendous service that RCVTAC provides to the residents of the County of Renfrew.

This year the awards were judged by Chamber of Commerce executives from across Canada who were not UOV chamber members. The County of Renfrew also received certificates of congratulations from MP Cheryl Gallant and MPP John Yakabuski.

6. Exemplary Service Awards

The Paramedic Service is pleased to report that two County of Renfrew Paramedics have received the Governor General's Emergency Medical Service Exemplary Service Awards for 2022 at the Ontario Association of Paramedic Chiefs (OAPC), fall meeting. Ms. Jan Farrell, and Mr. Gerry Slobodzian, both Primary Care Paramedics, received the honour from Canada's Surgeon General, Major General Marc Bilodeau, serving as the official representative of The Governor General of Canada, Her Excellency the Right Honourable Mary Simon. The Governor General makes Exemplary Service Medals available for EMS professionals as part of the Canadian Honours Programme. The award was created in 1994 and is available to eligible members of pre-hospital emergency medical services who have served for at least twenty years in a meritorious manner and have performed their duties in an exemplary manner, characterized by the highest standards of good conduct, industry, and efficiency. To qualify, at least ten of these years of service must have been street-level duty involving potential risk to the individual.

RESOLUTIONS

7. Business Case – Bonnechere Manor Full-Time Registered Nurse

RESOLUTION NO. H-CC-22-10-89

Moved by Chair Seconded by Committee THAT County Council approve that the Full-Time Registered Nurse complement at Bonnechere Manor be increased by one (1) position of 1,950 hours from existing part-time hours effective November 6, 2022 in an effort to facilitate recruitment and retention.

Background

The Registered Nurse (RN) position plays a critical role in the residents' health and over all wellbeing. As part of the Home's interdisciplinary team the RN assists in delivering personalized care while meeting regulations to ensure overall compliance with Ministry Standards.

An additional full-time (FT) RN position will assist in ensuring adequate coverage within the Registered Nursing department and assist with the consistency and quality of services as well as employee retention.

Currently Bonnechere Manor has six (6) part-time (PT) vacancies and recruitment for these positions has been an ongoing challenge over the past two years. Increasing the FT complement is consistent with the Provincial Long-Term Care Staffing Plan, as well as the Commissioner's recommendation as a means to promote more stable working conditions and reduce the number of individuals working multiple part-time jobs. The Business Case is attached as Appendix I.

8. Long-Term Care Homes Policies and Procedures – Vaccination Policy (Strategic Plan Goal #3)

RESOLUTION NO. H-CC-22-10-90

Moved by Chair Seconded by Committee THAT County Council approve that Policy G-010 Vaccination Policy for the Long-Term Care Homes remain applicable until March 1, 2023.

Background

Council will recall the presentation of the Long-Term Care Homes Vaccination Policy at the Special Health Committee meeting held on March 28, 2022 and the updates provided at the May 11, June 15, and August 10, 2022 Health Committee meetings.

Staff is recommending that the Long-Term Care Homes Vaccination Policy, attached as Appendix II, remain valid until March 1, 2023, in consideration of the prevalence of the Omicron variant and the risk posed to vulnerable populations.

A recent survey of Eastern Ontario Municipal Home Administrators identifies that Homes are maintaining the status quo where mandatory vaccine policy is concerned.

9. **ROMA Delegation Request**

RESOLUTION NO. H-CC-22-10-92

Moved by Chair

Seconded by Committee

THAT County Council approve the submission of a delegation request for the ROMA Conference with the Minister of Health for the Renfrew County Virtual Triage and Assessment Centre (RC VTAC).

Background

The Rural Ontario Municipal Association Conference is scheduled for Sunday, January 22 to Tuesday, January 24, 2023, to be held at the Sheraton Centre Hotel, 123 Queen Street West, Toronto. The deadline for submission of delegation requests will likely be mid November.

It is extremely important to continue advocating for RC VTAC to ensure that all residents have access to a doctor when needed.

10. Health Unit Lease – Renfrew County Place

RESOLUTION NO. H-CC-22-10-95

Moved by Chair Seconded by Committee That County Council approve that the Warden write a letter to the Health Unit 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. CARRIED.

BY-LAWS

11. Educational Affiliation Agreement between the County of Renfrew Paramedic Service and the Justice Institute of British Columbia

RESOLUTION NO. H-CC-22-10-93

Moved by Chair Seconded by Committee THAT County Council adopt a By-law authorizing the Warden and CAO/Clerk to sign the Educational Affiliation Agreement between the County of Renfrew Paramedic Service and the Justice Institute of British Columbia for preceptorship ride outs for Canadian Military Search and Rescue Technicians (SARTech) with County of Renfrew Sierra/CPRU Paramedics.

Background

The County of Renfrew Sierra Team and Community Paramedic Program is nationally recognized as a model of service delivery. The Service was contacted by the Justice Institute of British Columbia requesting that each of the Canadian Military SARTechs complete approximately four observer ride-outs with our paramedics.

All of which is respectfully submitted.

Michael Donohue, Chair

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

Appendix I

EURIT OF THE CONTRACT OF THE CONTRACT.	Business Case – Staffing Report Date: October 12, 2022 Department: Bonnechere Manor Prepared by: Mike Blackmore, Director of Long-Term Care
Proposal	To create one additional full time (FT) Registered Nurse (RN) position from current vacant part time (PT) hours. This revision to the RN staffing complement is presented as an alternative approach to resolve unsuccessful attempts to recruit and retain RN personnel on a part-time basis in a competitive Health Human Resources environment.
Position Union Non-Union	Increase of one (1) Full-time RN position (1,950 hours) by decreasing 1,950 from part-time hours.
Summary Background Discussion 	Background The RN position plays a critical role in the residents' health and overall wellbeing. As part of the Home's interdisciplinary team, the RN assists in delivering personalized care while meeting regulations to ensure overall compliance with Ministry Standards.
	An additional FT RN position will assist in ensuring adequate coverage within the Registered Nursing department and assist with the consistency and quality of services as well as employee retention.
	Discussion Currently Bonnechere Manor has six (6) PT vacancies. Recruitment of PT RNs has been an ongoing challenge over the past two years. Increasing the FT complement is consistent with the Provincial Long-Term Care Staffing Plan as well as the Commissioner's recommendation as a means to promote more stable working conditions and reduce the number of individuals working multiple part-time jobs.

ATION OF THE CO	Business Case – Staffing Report
	Date: October 12, 2022 Department: Bonnechere Manor Prepared by: Mike Blackmore, Director of Long Term Care
Recommendation	That the Health Committee recommend to County Council that the Full-Time Registered Nurse complement at Bonnechere Manor be increased by one (1) position (1,950 hours) from existing part-time hours effective November 6, 2022 in an effort to facilitate recruitment and retention.
Financial Considerations	Expense: The Financial Impact will be negligible and will bring a marginal risk factor of short-term disability potential liability as a FT position.

Appendix II

County of Renfrew Long-Term Care Homes Policy					
DEPARTMENT:	DEPARTMENT: POLICY #:				
General G-			G-010		
POLICY:	POLICY:				
COVID-19 Vaccination for County of Renfrew LTCH's					
DATE:	REV. DATE:	COVERAGE:	PAGE #:		
Mar 28/22	Oct 12/22	All Employees/Caregivers/Visitors	1 of 11		

BACKGROUND

The County of Renfrew Department of Long-Term Care wishes to establish a policy that accurately reflects its duty to protect the health and safety of both our vulnerable Long-Term Care residents and the workforce without sacrificing its duty to comply with laws related to Human Rights and Privacy.

We continue to strive to achieve a balance between protecting residents from the evolving level of COVID-19 risk, and supporting overall quality of life and health and wellbeing of residents and their valued team members. We also remain conscious of the need to mitigate staffing pressures to ensure that we continue to provide high quality of care, while seeking to enhance staff satisfaction and experience.

In accordance with Ministry of Health (MOH) guidance, the *County of Renfrew Long-Term Care Home COVID-19 Vaccination Policy* is developed based on science, current best practices, regulatory review, and public health expertise in the context of the evolving global COVID-19 pandemic.

Vaccination remains the best defense against COVID-19, and, combined with other preventative measures, high vaccination rates help limit and prevent the spread of this virus in Long-Term Care homes. Vaccination against COVID-19 helps reduce the number of new cases, and, most importantly, reduces severe outcomes including hospitalizations and death due to COVID-19 in both residents and others who may be present in the long-term care environment.

Frontline healthcare workers can be at risk for occupational exposure and can potentially transmit infection to vulnerable populations. Healthcare workers are essential to the provision of healthcare, and their absence due to illness could compromise health system capacity.

Optimizing the protection of healthcare workers can help to balance any disproportionate burden of those taking on additional risks to protect the public, thereby upholding the ethical principle of reciprocity. Maintaining health system capacity is crucial to minimize serious illness and overall deaths while minimizing societal disruption as a result of the COVID-19 pandemic.

While the primary 2-dose COVID-19 vaccine series provided heroic efficacy against COVID-19, emerging evidence has now demonstrated a considerable decrease in COVID-19 vaccine protection against COVID-19 infection over time, and reduced efficacy against the variants of concern (VoC's) including the now predominant Delta and Omicron variants and sub-variants.

County of Renfrew Long-Term Care Homes Policy				
DEPARTMENT: POLICY #:				
General	General G-010			
POLICY:	POLICY:			
COVID-19 Vac	COVID-19 Vaccination for County of Renfrew LTCH's			
DATE:	REV. DATE:	COVERAGE:	PAGE #:	
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"Booster Doses" are COVID-19 vaccines administered after the primary 2-dose series. The intent of a booster dose is to restore the protection that may have decreased to a level that is no longer sufficient for prevention or protection against COVID-19 and/or VoC's. Studies have evidenced improved vaccine efficacy with the booster dose against both the Delta and Omicron variants.

In high-risk settings like long-term care homes, vaccines have proven to be very effective against severe illness and outcomes, especially with a third or fourth dose. Evidence shows that boosters are highly effective against severe outcomes, including hospitalizations and death, with a third dose restoring protection from hospitalization to 95%.

This means people who received a third dose are less likely to become infected and then pass the virus to others.

With less people infected within long-term care homes, residents can enjoy the freedoms that support theirs and their family's overall health and wellbeing. Additionally, with less COVID-19 infections, there is a decreased risk for workers and lessened impact on the workforce as a whole, resulting in reduced staffing challenges and an overall improved experience for workers.

POLICY STATEMENT

This policy is intended to proactively protect those who are at greatest risk of both exposure and serious harms due to COVID-19, prior to severe outcomes being observed.

The County of Renfrew will take every reasonable precaution in the circumstances for the protection of both vulnerable long-term Care residents in accordance with the Long-Term Care Homes Act, 2007, and workers from the hazards of COVID-19 per *Occupational* Health *and Safety Act, 1990 ("OHSA")*, O. Reg. 79/10, and any other applicable legislation or Directives. The County endeavors to encourage, support and maximize COVID-19 vaccination in its workplaces, and recognizes it as a critical preventative and control measure.

Towards this effort, a transparent and evidenced based risk analysis framework will be applied to guide the determination of appropriate infection prevention and control and health and safety measures.

The National Advisory Committee on Immunization (NACI) has outlined key considerations in determining risk, inclusive of immunization status and requirements for booster dose(s) of the

County of Renfrew Long-Term Care Homes Policy				
DEPARTMENT: POLICY #:				
General	General G-010			
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COVID-19 vaccine. This risk analysis will guide decision-making, and support re-evaluation at appropriate intervals. **This policy will be re-evaluated by March 1, 2023.**

	Assessment of:	Considerations:	
Jurisdictional	Local epidemiology	 Circulation of virus, including VoC Evidence of decreasing protection against severe disease, infection, transmission 	
	Health system capacity and access	 Limited health system capacity to withstand a surge in cases Reduced access to health care 	
	Vaccine coverage of primary series in the population	 Lower vaccine coverage at a regional population level leads to lower indirect protection and higher risk of breakthrough infection 	
Individual	Risk of increased waning of protection and/or less protection	 Shorter interval between doses in the primary series Longer time since completion of primary series Moderately to severely immunocompromised individuals 	
	Risk of severe illness from COVID-19	 Vaccination with only viral vector vaccines Older age <u>Underlying medical condition</u> (including those who are immunocompromised and who received a three-dose primary series) Racialized and marginalized populations who have been disproportionately affected due to a number of intersecting equity factors 	
	Risk of transmission to individuals at increased risk of severe illness from COVID-19	 Close contact with those at risk for severe disease (e.g., healthcare provider, primary caregiver) Decreased ability to physically distance (e.g., congregate living settings) Decreased access to infection prevention and control measures 	

(Source: <u>Public Health Agency of Canada (December 2021)</u>. An Advisory Statement (ACS) National Advisory Committee on Immunization (NACI) Guidance on booster COVID-19 vaccine doses in Canada – Update December 3, 2021. Retrieved electronically March 10, 2022.)

Based on risk analysis, the precautionary principle supports mandatory vaccination of all County of Renfrew Long-Term Care employees, students, volunteers, support workers, essential caregivers, and general visitors against COVID-19 in accordance with the <u>highest</u> <u>level of protection</u> medically recommended for the Long-Term Care Sector.

Vaccination Requirements for all County of Renfrew Long-Term Care employees, students, volunteers, support workers, and essential caregivers include:

a) all required doses of a COVID-19 vaccine to be fully vaccinated against COVID-19

County of Renfrew Long-Term Care Homes Policy				
DEPARTMENT: POLICY #:				
General G-010			G-010	
POLICY:				
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- b) booster dose(s) of a COVID-19 vaccine authorized by Health Canada in accordance with the highest level protection medically recommended for the long-term care sector.
- c) with 14 days passing after receiving last vaccine (*This 14 days will need to be considered in the context of staffing, and onboarding for new employees*)

General visitors, contract workers and children aged 5-11 are required to provide proof of vaccination including a <u>minimum</u> of the primary 2-doses of a COVID-19 vaccine approved by Health Canada with 14-days passing after receiving their last vaccine.

Visitors of any kind who are not fully vaccinated as outlined above are restricted to outdoor visits, based on the ability of the home to reasonably accommodate.

Exceptions:

- A General Visitor or caregiver attending the home to visit or attend to a resident receiving palliative end-of-life care
- Children/Infants under the age of five (5) provided no vaccine has been approved for this demographic.
- A support worker who is attending the home for emergency or palliative situations, to provide timely medical care, or for the sole purpose of making a delivery

Booster doses following COVID-19 infection confirmed via Rapid Antigen Test (RAT), and/or PCR:

• Individuals who have tested positive for COVID-19<u>after</u> their primary 2-dose vaccine series, but before receiving the booster dose may be recommended to wait to receive their booster dose until 90 days after testing positive, however, they may receive their booster once they are asymptomatic and isolation completed (with informed consent).

In this event, the individual is required to provide the home with the date of positive RAT/PCR test, and must provide proof of receiving their booster dose no more than 90 days from date of positive test.

POLICY SCOPE

This policy applies to all County of Renfrew Department of Long-Term Care employees, students, volunteers, support workers, essential caregivers, and general visitors. This policy covers the following content:

• Proof of vaccination

	County of Renfrew Long-Term Care Homes Policy										
DEPARTMENT	DEPARTMENT: POLICY #:										
General G-010											
POLICY:	POLICY:										
COVID-19 Vac	ccination for Co	unty of Renfrew LTCH's									
DATE:	REV. DATE:	COVERAGE:	PAGE #:								
Mar 28/22	Mar 28/22 Oct 12/22 All Employees/Caregivers/Visitors 5 of 11										

- Non-vaccinated parties
- Accommodations
- Encouraging vaccination
- Enforcement
- Roles and responsibilities
- Privacy and confidentiality
- Amendments

Consult the appropriate Collective Agreement for any deviations to this policy.

POLICY DEFINITIONS

Covered individuals includes any staff member, student/trainee, volunteer, or other designated essential caregiver currently working in-person in a health care organization, including workers and general visitors that are not providing direct patient care and are frequently in the patient environment (i.e. cleaning staff, research staff, or other administrative staff).

COVID-19 is the infectious disease caused by SARS-CoV-2, a highly contagious virus.

Vaccine(s) refers to a vaccine approved by Health Canada for use in Canada in relation to COVID-19.

Vaccination refers to the administration of a vaccine to protect individuals from COVID-19. It may include the administration of one or more doses of a vaccine.

Vaccinated refers to an individual who has received all recommended doses of a vaccine that is recommended or required **with 14 days passing after receiving last vaccine.**

POLICY CONTENT

1. Proof of Vaccination

Covered individuals who receive COVID-19 vaccinations are required to submit proof of vaccination using the Ontario Ministry of Health receipt or equivalent with 14 days passing after receiving last vaccine to be permitted access to the Home. Any covered individuals that begins to work at the County of Renfrew Department of Long-Term Care are required to submit proof of vaccination as a condition of employment.

Vaccination status information, including vaccine type and the date, time, and location for each vaccine dosage, will be collected, used and disclosed pursuant to The County's Privacy policy, the terms of this policy, and all applicable privacy legislation. Vaccination status 109

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information will only be collected, used and disclosed as required for the reasonable purpose of:

- Health and safety planning and as a reasonable precaution to ensure the health and safety of the workforce amidst a pandemic;
- Limited disclosure to County clients as required by the terms of the service relationship or when determined to be necessary and lawful by the County; and
- Administering this policy.
- A receipt of vaccination can be obtained by logging into the Ontario COVID-19 portal at https://covid19.ontariohealth.ca/. An acceptable Ontario receipt will look like this:



2. Non-vaccinated Parties

Covered individuals who do not submit proof of vaccination will be deemed non-vaccinated and will be denied access to the home. Staff will remain on or be placed on an unpaid leave of absence.

3. Accommodation

The County is committed to a workplace free from discrimination and harassment in accordance with the *Ontario Human Rights Code, 1990*. The County will provide reasonable accommodation for covered individuals belonging to a prohibited ground under the *Code,* short of undue hardship. Covered individuals who refuse vaccination due to personal preference do not qualify for accommodation under the *Code.*

Covered individuals seeking accommodation must identify the specific prohibited ground they believe exempts them from vaccination. Those who request accommodation must reasonably 110

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participate in the accommodation process by providing information related to the relevant prohibited ground, any limitations or restrictions that exist, and any remedies that may enable accommodation. To discuss possible exemptions related to a prohibited ground, covered individuals should contact their immediate Supervisor and Human Resources. If an exemption is medical in nature, covered individuals should contact an Employee Health Coordinator directly.

Medical Exemptions:

Individuals must provide proof of a valid medical exemption in the form of an enhanced vaccination certificate that:

- a) confirms that the individual cannot be vaccinated against COVID-19 or cannot receive a subsequent dose of a COVID-19 vaccine for a medical reason
- b) is issued in accordance with <u>Ministry of Health's guidance on Medical Exemptions to</u> <u>COVID-19 vaccination</u> (as amended)
- c) specifies the effective time-period for the medical exemption

If the medical exemption is time-limited, the covered individual is required to provide proof of vaccination within 30 days of the medical exemption expiring.

4. Encouraging Vaccination

To maximize vaccination rates for its workforce, the County will, to the extent possible:

- Assist covered individuals by providing information on COVID-19 vaccination and locations where COVID-19 vaccinations may be administered; and
- Approve reasonable time off requests for covered individuals to access vaccination during work hours with no loss of wages, wherever possible.
- Endeavor to provide on-site access to COVID-19 Vaccination during working hours to facilitate accessibility to the vaccine.

<u>Education</u>: County of Renfrew Long-Term Care Homes shall make available to staff, support workers, student placements, volunteers and caregivers education and/or resources that includes the following information:

- a) how COVID-19 vaccines work
- b) vaccine safety related to the development of the COVID-19 vaccines
- c) the benefits of vaccination against COVID-19
- d) risks of not being vaccinated against COVID-19
- e) possible side effects of COVID-19 vaccination

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5. Enforcement

Employees placed on a general non-statutory unpaid leave of absence are subject to Policy E-08 General and Unpaid Leaves of Absences, which outlines the impacts to employee benefit entitlements.

If misleading or false information has been provided with respect to vaccination status, test results or accommodation the County of Renfrew may issue discipline in accordance with Policy H-02 Discipline and Dismissal where necessary.

Vaccination reduces the chance that you will get sick or infected if you are exposed to COVID-19. A layered approach to workplace infection prevention and control measures reduce the chance of being exposed to the virus. COVID-19 vaccines do not replace the need for strict adherence to established COVID-19 public health measures.

<u>Communication</u>: The County of Renfrew shall ensure that information on the proof of vaccination requirements, is communicated to all covered individuals and to residents and their substitute decision makers.

Communication will include the consequences for individuals who do not provide proof of vaccination, (or approved accommodation) including that they cannot attend the home for the purpose of working, undertaking a student placement, volunteering, or visiting or attending to a resident within the Long-Term Care Home.

Any additional consequences shall be in accordance with the licensees applicable human resource policies, collective agreements, and any applicable legislation, directives and policies. *(Source: <u>Ministers Directive: Long-Term care Home COVID-19 Immunization Policy</u>)*

6. Roles and Responsibilities

The County of Renfrew recognizes that we all play a role in upholding this policy. The following outlines the various roles and responsibilities placed on all parties in the workplace.

The Employer is responsible for the following:

- Compliance with this policy, and all applicable legal obligations with respect to occupational health and safety, human rights, privacy and other relevant legislation;
- Ensure protection of all covered individuals and take all reasonable precautions to this end;

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- Establish, and review as required, all personal protective equipment requirements and preventive measures needed to reasonably protect its workforce from COVID-19;
- Maintain the dignity, privacy and respect of all covered individuals on matters related to this policy; and

Supervisors are responsible for the following:

- Comply with this policy and fulfil all responsibilities assigned to Supervisors;
- Ensure protection of all covered individuals and take all reasonable precautions to this end;
- Ensure covered individuals are using personal protective equipment and following preventive and control measures set by the County;
- Work with management to collectively administer this policy.

Covered individuals are responsible for the following:

- Comply with all aspects of this policy;
- Use all personal protective equipment required under this policy; and
- Follow all preventive and control measures set by the County with respect to COVID-19.

7. Privacy and Confidentiality

- Information pertaining to medical contraindication, and/or confirmation with respect to any other exemption granted will be collected and stored by the Occupational Health Department.
- Supporting documentation related to any non-medical request for an exemption will be collected and maintained by Human Resources.
- This information will be used internally by the County for the purpose of administration of the policy, outbreak planning and management, workforce management, scheduling and as otherwise permitted or required by law. It will be held in confidence, securely stored and shared only as required to achieve these purposes.
- Staff should note that the County may be required to collect and maintain statistical information and, on request of the Office of the Chief Medical Officer of Health, may need to disclose the statistical information to the Ministry of Health.
- Any other disclosure in accordance with this policy will be de-identified and/or aggregated, unless permitted or required by law (e.g., occupational health or public health reporting etc.).
- Any questions about the collection, use or disclosure of this information should be 113

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directed to Human Resources.

8. Amendments

The County will review this policy and update it reasonably as required to mirror the evolving evidence, and nature of the pandemic.

Reference Documents:

- <u>Government of Canada. COVID-19 vaccine: Canadian Immunization Guide. Retrieved</u> <u>electronically March 11, 2022</u>)
- <u>Government of Ontario. (February 10, 2022)</u> <u>Ministers Directive: Long-term care</u> <u>home COVID-19 immunization policy. Retrieved electronically March 11, 2022)</u>
- Occupational Health and Safety Act, R.S.O. 1990, c. O.1. Retrieved electronically March 10, 2022.
- <u>Ontario Human Rights Commission. (September 2021) Policy Statement on COVID-19</u> vaccine mandates and proof of vaccine certificates. Retrieved electronically March <u>10, 2022.</u>
- <u>Ontario Ministry of Health (February 2022).</u> COVID-19 Vaccine Third Dose <u>Recommendations. Retrieved electronically March 10, 2022.</u>
- Ontario Ministry of Health (February 2022). RESOURCE GUIDE: MINISTERS DIRECTIVE LONG-TERM CARE HOME COVID-19 IMMUNIZATION POLICY. Retrieved electronically March 22, 2022.
- Long-Term Care Homes Act, 2007, S.O. 2007, c. 8. Retrieved electronically March 11, 2022.
- O. Reg. 79/10: GENERAL under Long-Term Care Homes Act, 2007, S.O. 2007, c. 8. Retrieved electronically March 11, 2022.
- Public Health Agency of Canada (December 2021). An Advisory Statement (ACS) National Advisory Committee on Immunization (NACI) Guidance on booster COVID-19 vaccine doses in Canada – Update December 3, 2021. Retrieved electronically March 10, 2022.

COUNTY OF RENFREW

BY-LAW NUMBER 122-22

A BY-LAW AUTHORIZING THE WARDEN AND CLERK TO EXECUTE AN EDUCATIONAL AFFILIATION AGREEMENT BETWEEN THE COUNTY OF RENFREW PARAMEDIC SERVICE AND THE JUSTICE INSTITUTE OF BRITISH COLUMBIA FOR PRECEPTORSHIP OF CANADIAN MILITARY SEARCH AND RESCUE TECHNICIANS (SARTECH) WITH THE COUNTY OF RENFREW SIERRA/CPRU PARAMEDICS.

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

WHEREAS the County of Renfrew deems it desirable to enter into an Educational Affiliation Agreement between the County of Renfrew Paramedic Service and the Justice Institute of British Columbia for preceptorship ride outs for Canadian Military Search and Rescue Technicians (SARTech) with County of Renfrew Sierra/CPRU Paramedics.

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

- 1. The agreement attached to and made part of this by-law shall constitute an agreement between the Corporation of the County of Renfrew and the Justice Institute of British Columbia.
- 2. That the Warden and Clerk are hereby empowered to do and execute all things, papers, and documents necessary to the execution of this by-law.
- 3. That this by-law shall come into force and take effect upon the passing thereof.

READ a first time this 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

EDUCATIONAL INSTITUTION AFFILIATION AGREEMENT BETWEEN THE COUNTY OF RENFREW PARAMEDIC SERVICE AND THE JUSTICE INSTITUTE OF BRITISH COLUMBIA

BETWEEN:

County of Renfrew Paramedic Service 9 International Drive, Pembroke, ON K8A 6W5 613-735-7288

Michael Nolan, Chief

("Health Authority")

AND:

Justice Institute of British Columbia 715 McBride Boulevard New Westminster, BC V3L 5T4 Telephone: 604-525-5422 Title of Representative: Colleen Vaughan, Vice-President, Academic

("Institution")

BACKGROUND:

The Health Authority and the Institution wish to work together to support the learning experiences of students enrolled in the Institution's educational programs, by providing them with access to practice education experiences at one or more facilities operated by the Health Authority.

AGREEMENT:

The Health Authority and Institution agree to be bound by the attached Terms and Conditions ("Agreement").

This Agreement may be executed in counterpart, both of which together will constitute one and the same instrument and either party may deliver an executed counterpart by facsimile transmission.

BY SIGNING BELOW THE PARTIES AGREE TO BE BOUND BY THIS AGREEMENT:

HEALT	TH AUTHORITY	INSTITUTION				
Per:		Per:				
	Authorized Signatory	Authorized Signatory				
Name:	Michael Nolan	Name: <u>Mike Proud</u>				
Title:	Director/Chief	Title: <u>Vice-President, Finance & Operations</u>				
Date:		Date:				

EDUCATIONAL INSTITUTION AFFILIATION AGREEMENT BETWEEN THE COUNTY OF RENFREW PARAMEDIC SERVICE AND THE JUSTICE INSTITUTE OF BRITISH COLUMBIA

HEALTH AUTHORITY

- Per: County of Renfrew Authorized Signatory
- Name: Debbie Robinson
- Title: <u>Warden</u>
- Date: October 26, 2022

HEALTH AUTHORITY

Per: _____ Authorized Signatory

- Name: Craig Kelley
- Title: Chief Administrative Officer/Clerk
- Date: October 26, 2022

TERMS AND CONDITIONS

1. **DEFINITIONS**

In this Agreement:

- (a) "Applicable Law" means all present and future laws, statutes and regulations, applicable to any person, property or event relating to this Agreement, and all directives, rules, guidelines, orders and policies of any governmental authority having authority over that person, property or event and all general principles of common law and equity.
- (b) **"Business Day**" means a day other than a Saturday, Sunday or statutory holiday in British Columbia.
- (c) "Confidential Information" means all data, information and material relating to the Health Authority and its services, HA Staff, contractors, service providers or Patients, whether or not it is stored in written, electronic or any other form, that Students or Institution Staff receive, in connection with this Agreement, including (i) Personal Information about HA Staff and Patients, (ii) Health Records, (iii) any information about the business, affairs or operations of the Health Authority which is not generally known or available to the public.
- (d) "Facilities" means those facilities that are operated or administered by the Health Authority.
- (e) **"FOIPPA**" means the *Freedom of Information and Protection of Privacy Act* (British Columbia), and regulations thereto, as amended or substituted from time to time.
- (f) **"PHIPA**" means the *Personal Health Information Privacy Act* (Ontario), and regulations thereto, as amended or substituted from time to time.
- (g) **"HA Staff**" means the officers, directors, employees, physicians, contractors, subcontractors, representatives or agents of the Health Authority.
- (h) "Health Care Services" means all services provided by the Health Authority to or for the benefit of members of the public whether in acute, residential care, community care, research or other sectors.
- (i) **"Health Records**" means Patient care records, clinical records and all other records and documents pertaining to the delivery of Health Care Services to Patients or Patient Personal Information.
- (j) "Health and Safety Standards" means all Applicable Laws, standards of practice and codes of ethics issued by any professional regulatory body, and all rules, policies and regulations in place at the Health Authority or its Facilities that apply to the Students or the Institution Staff at the Facilities, any of which relate to workplace safety, the delivery of Health Care Services or the health and safety of Patients or HA Staff.
- (k) **"Institution Staff**" means the instructors, officers, directors, employees, contractors, subcontractors, representatives or agents of the Institution.
- (I) **"Patients**" means individuals who receive Health Care Services from the Health Authority or at the Facilities.
- (m) **"Personal Information**" has the meaning set out in FOIPPA for British Columbia and PHIPA for Ontario.
- (n) "Practice Education" means that part of a student's educational experience which takes place in the workplace and may involve direct patient care or access to patient information. In such an experience, the student may provide services to and for the benefit of patients/families. The student provides such services under the general direction and supervision of HA Staff or Institution Staff, who are practicing health professionals, and are authorized and qualified to provide the services.
- (o) **"Program**" or **"Programs**" means those educational programs offered by the Institution and recognized by the Health Authority.

(p) **"Students**" means those students of the Institution who are selected by the Institution to participate in the Programs.

2. SCHEDULES

Schedule A (Insurance) attached to this Agreement, will, for all purposes, form an integral part of this Agreement.

3. TERM

This Agreement will commence October 1, 2022 and shall continue thereafter until terminated in accordance with Section 11. The parties shall review this Agreement from time to time and revise if necessary by mutual agreement.

4. MUTUAL OBLIGATIONS AND ACKNOWLEDGEMENTS:

- (a) The Health Authority and the Institution agree:
 - (i) to work collaboratively with each other to enhance the practice education experience of the Students in the Programs;
 - (ii) to promote inter-professional practice education planning, delivery and evaluation; and
 - (iii) to comply with the provisions of this Agreement and all Applicable Laws in the delivery of the Program.
- (b) The Institution and the Health Authority acknowledge that the Students' educational program is designed and sponsored by the Institution, and the Institution acknowledges that the Health Authority provides no representations or warranties concerning the practice education experiences or its ability to provide supervision of or instruction to Students.

5. **OBLIGATIONS OF THE HEALTH AUTHORITY:**

- (a) The Health Authority agrees:
 - to provide Institution Staff and Students with reasonable access to Facilities for the practice education experience and to provide supplies and equipment as reasonably required to support the practice education experiences;
 - (ii) to provide such onsite supervision of Students engaged in the practice education experience at the Facilities, as may be agreed upon with the Institution;
 - (iii) to make available to the Student, and to the Institution Staff, the Health and Safety Standards, any applicable intellectual property policy, and such other of the Health Authority's rules, regulations and policies that apply to the Program; and
 - (iv) to consult with the Institution in its evaluation of the Programs when reasonably requested to do so;
- (b) Notwithstanding any other provision of this Agreement, the Health Authority's obligations under this Agreement will be subject to the availability of resources, its operational and administrative needs

and ensuring the safety and care of its Patients. Without limiting the foregoing, the Health Authority may, at its discretion, alter, change, re-schedule, substitute or terminate any Program or any practice education experience in order to meet its operational or administrative needs, in the event of employment or labour disputes or disruptions, to comply with Applicable Laws, in the event of emergencies or on the basis of the health or safety of Patients and HA Staff.

6. **OBLIGATIONS OF THE INSTITUTION:**

- (a) The Institution agrees:
 - (i) to work collaboratively with the Health Authority to ensure the effective operation and administration of the Programs, including scheduling the practice education experience and instruction for Students and attendance by Institution Staff;
 - to ensure all Students are duly registered at the Institution, are in good standing and satisfy all of the Institution's admission and performance standards necessary for participation in the Programs;
 - to work with the Health Authority to designate HA Staff and/or Institution Staff who will be engaged in planning of the practice education experience and instructing Students in the course of the Program;
 - to consider, and where appropriate, recognize significant involvement of members of HA Staff in the Program through academic appointments to the Institution, subject to the Institution's policies and procedures;
 - (v) to take reasonable steps to ensure that the Students and Institution Staff are aware of and comply with this Agreement, conduct themselves professionally and courteously, and that they comply with the Health and Safety Standards, any applicable intellectual property policy, and all other rules, regulations, and policies of the Health Authority that apply to the Program;
 - (vi) to acknowledge that the Health Authority may refuse to permit a Student or member of Institution Staff to attend at any of the Facilities if a student refuses to comply with the Health and Safety Standards, including any testing or screening requirements of the Health Authority; and
 - (vii) that the Institution is solely responsible for the operation of the Programs, and the form of instruction, design and delivery of educational services to Students participating in a Program or Programs.
- (b) The Institution agrees that it is an independent body, and not the agent, partner or joint venturer of the Health Authority and the Institution will not hold itself out to the public as such or make representations to Students or others that the Health Authority has approved the Programs.
- (c) The Institution will take all reasonable steps to ensure that all Students and Institution Staff are aware and understand standards of work place behaviour, including but not limited to, harassment, discrimination, sexual misconduct, abuse, and appropriate professional and respectful work place behaviour, confidentiality, all consistent with Health Authority practice education policies and guidelines and other rules, policies and standards.

7. DESIGNATED REPRESENTATIVES, INCIDENT REPORTING & DISPUTE RESOLUTION

- (a) In respect of the Program or Programs, the Health Authority and the Institution will designate one or more individuals to act as their respective representative(s) in all matters relating to the operation of the applicable Program or Programs, in order to facilitate communications between the parties to this Agreement.
- (b) The Institution will immediately report to the Health Authority any incident taking place at the Facilities involving its Students or Institution Staff that causes or compromises the mental or physical health or safety of Patients, HA Staff or members of the public, including, but not limited to, breaches of the Health and Safety Standards.

- (c) If the Institution identifies a Student or Institution Staff member who poses or may potentially pose a health or safety risk to HA Staff or Patients at the Facilities, the Institution will immediately advise the Health Authority, and will, if reasonably necessary to protect others, suspend that Student's or Institution's Staff member's participation in the Program, which may not be resumed without Health Authority approval.
- (d) The Institution and the Health Authority will make good faith efforts to resolve any dispute related to this Agreement by amicable negotiations. All claims, disputes or issues in dispute between the parties that are not resolved by negotiation will, with the agreement of the parties, be decided by mediation or arbitration, or failing agreement, in a Court of competent jurisdiction within the province of British Columbia.

8. SUSPENSION AND REMOVAL

- (a) The Health Authority may suspend or exclude a Student or an Institution Staff member from Program activities at the Facilities, either temporarily, pending investigation or permanently, in any circumstances where the Health Authority or Institution has identified that the Student or Institution Staff member has, or there are reasonable grounds for believing that the Student or Institution Staff member has:
 - (i) failed to comply with the Health and Safety Standards or any other rules, regulations and policies of the Health Authority or any agreement with the Health Authority;
 - (ii) endangered the mental or physical health or safety of any person; or
 - (iii) otherwise interfered with or compromised the operation of the Facilities or the provision of Health Care Services.

9. EMPLOYMENT

The Institution agrees that the Institution Staff and Students are not, by virtue of their involvement or participation in the Programs, employees of the Health Authority, nor are they entitled to employment benefits of any kind whatsoever from the Health Authority, including but not limited to statutory programs and disability, life or other insurance coverage. The Health Authority will have no liability or responsibility for the withholding, collection or payment of income taxes, employment insurance, statutory or other taxes or payments of any nature on behalf of, or for the benefit of, the Institution, Institution Staff or the Students. The Health Authority shall be solely responsible for the employment, working conditions and any liabilities arising from its employment relationship with HA Staff participating in the Programs. For further clarification, this provision does not limit the Health Authority's ability to hire Students independently of their participation in the Programs.

10. **PRIVACY AND CONFIDENTIALITY**

- (a) It is acknowledged that in the course of participating in the Programs, Institution Staff and Students may have access to Confidential Information, and that such information is subject to obligations of privacy and confidentiality. More particularly, the Institution acknowledges and understands that the Health Authority is a public body subject to the provisions of the *PHIPA* and owes obligations of privacy and confidentiality to, among others, Patients and HA Staff.
- (b) The Institution acknowledges and agrees that all Confidential Information is deemed to be the property of the Health Authority, and that this Agreement does not grant the Institution, Institution Staff or Students any authority to use, disclose, collect or retain such information or records except to the extent strictly required for participation in a Program. Without limiting the foregoing, in no case will Students or Institution Staff be permitted to retain or remove Health Records from the Facilities without the express written consent of the Health Authority.
- (c) The Institution agrees that:
 - (i) it will take reasonable steps to ensure that all Institution Staff and Students are aware of and uphold Health Authority policies regarding privacy and confidentiality and comply and act consistently with the Health Authority's obligations under PHIPA and any other Applicable Laws or standards of practice;

- (ii) it will immediately report to the Health Authority any breaches or potential breaches of this paragraph 10, and provide assistance and cooperation with any investigation conducted by the Health Authority into such breach; and,
- (iii) on request, it will immediately return any Health Records or Confidential Information in the possession of the Institution and will use its best efforts to facilitate the return of any Confidential Information in the possession of Institution Staff or Students.
- (d) The Institution acknowledges that this Agreement requires the Institution to make disclosure of certain information about Students and Institution Staff to the Health Authority. The Institution shall obtain all necessary consents from Students and Institution Staff under *FOIPPA*, if any are required, to permit such disclosures.
- (e) The Health Authority shall protect the Personal Information of Students and Institution Staff that is in the custody and control of the Health Authority all in accordance with *FOIPPA*.
- (f) No Student will be permitted by the Institution to participate in a Program unless he or she has signed a Confidentiality Agreement in a form approved by the Health Authority.

11. TERMINATION

- (a) This Agreement or any one or more Programs may be terminated as follows:
 - (i) by either party with or without reason, on 90 days' written notice;
 - by the Health Authority in the event that the Institution is in breach of this Agreement and the Institution has failed to rectify such breach upon being given 14 Business Days written notice of the breach; or,
 - (iii) by the Health Authority with immediate effect if the Health Authority determines, in its sole discretion, that a breach of this Agreement has been committed by the Institution and such breach has caused or is likely to cause an adverse effect on the health or safety of its Patients.
- (b) Termination will not affect the obligations of either party with respect to any act, omission or event that occurs prior to the end of the effective date of termination.

12. **INDEMNIFICATION**¹

- (a) The Institution shall indemnify and save harmless the Health Authority from and against all claims, demands, losses, damages, judgments, costs, liability, expenses (including reasonable legal fees and expenses), actions and other proceedings made, incurred, sustained, brought, prosecuted or threatened to be brought or prosecuted that are based upon, occasioned by or arising out of any act or omission, error, deed or other matter on the part of the Institution, Institution Staff, or Students arising out of this Agreement, excepting always liability arising from the negligence of the Health Authority or HA Staff.
- (b) The Health Authority shall indemnify and save harmless the Institution from and against all claims, demands, losses, damages, judgments, costs, liability, expenses (including reasonable legal fees and expenses), actions and other proceedings made, incurred, sustained, brought, prosecuted or threatened to be brought or prosecuted that are based upon, occasioned by or arising out of any act or omission, error, deed or other matter on the part of the Health Authority arising out of this Agreement, excepting always liability arising from the independent negligence of the Institution, Institution Staff, or Students.

¹ The indemnity language in this template has been approved by the BC Ministry of Finance. The indemnity granted by the Health Authorities to UCIPP and non-UCIPP institutions is approved under Indemnity No. 080257 & the indemnity granted by the UCIPP institutions to the Health Authorities is approved under Indemnity No. 080263

13. INSURANCE

The Institution and the Health Authority each agree to maintain insurance coverage in accordance with Schedule A to this Agreement.

14. GENERAL

- (a) This Agreement shall be for the benefit of and be binding upon the parties hereto, their respective successors and permitted assigns.
- (b) If any provision of this Agreement is unenforceable or invalid for any reason whatever, such unenforceability or invalidity shall not affect the enforceability or validity of the remaining provisions of this Agreement and such provisions shall be severable from the remainder of this Agreement.
- (c) The provisions herein and Schedules hereto constitute the entire agreement between the Parties hereto and supersede all previous expectations, understanding, communications, representations and agreements, whether verbal or written, between the parties with respect to the subject matter hereof.
- (d) Any inconsistency between this Agreement, and the policies, guidelines, Schedules or documents appended to or incorporated by reference into this Agreement will be resolved in favour of the Agreement.
- (e) The failure by either party at any time to require strict performance by the other, of any term or provision of the Agreement shall not constitute a waiver or breach of such or any other term or provision of this Agreement, nor shall it constitute a waiver of any succeeding breach of any other term or provision.
- (f) No amendment to this Agreement shall be enforceable unless the same is in writing and signed by the Parties hereto.
- (g) This Agreement shall be governed by and construed according to the laws of the Province of British Columbia and the laws of Canada applicable therein, and the parties agree to attorn exclusively to the jurisdiction of the courts of British Columbia.
- (h) The Institution may not assign its rights under this Agreement.
- (i) Paragraphs 10, 11, and 12 will survive the termination of this Agreement.
- (j) Each notice to a Party must be given in writing. A notice may be delivered by hand or fax to a representative of the Party at the address or facsimile number set out on the first page of this Agreement, and will be validly given if delivered on a Business Day to the above address, or, if transmitted on a Business Day by fax addressed to the other Party to any other address, fax number or representative that the party designates in writing. Any notice if validly delivered, will be deemed to have been given when delivered.
- (k) Any party may deliver an executed copy of this Agreement by mail, email or fax. This Agreement and all documents contemplated by or in connection with this Agreement may be executed and delivered in any number of counterparts with the same effect as if all parties had signed and delivered the same document and all counterparts will be construed together to be an original and will constitute one and the same agreement.

SCHEDULE A - INSURANCE

1. **UCIPP**

If the Institution is covered by the University, College and Institution Protection Program ("UCIPP"), the Institution will maintain third party liability coverage through UCIPP throughout the term of the Agreement.

2. NON-UCIPP

If the Institution is covered by an insurance carrier other than UCIPP, the Institution will:

- (a) Maintain comprehensive third party liability insurance in the minimum amount of \$5,000,000 (Cdn) per occurrence, and
- (b) Maintain medical malpractice and/or professional liability insurance in the minimum amount of \$5,000,000 (Cdn) per occurrence

covering claims brought against the Institution, Institution Staff or Students who are involved in the Program for injury to or death of a person or damage to or loss of property caused by any negligent act or omission of the Institution, Institution Staff, Students, and its agents or volunteers while in attendance at the Facilities.

3. INJURIES TO STUDENTS AND INSTITUTION STAFF

In no event, and for no purpose, will any Institution Staff or Students be considered an employee, representative or agent of the County of Renfrew Paramedic Services. The County of Renfrew Paramedic Services will not afford workers' compensation insurance coverage or other benefits to Institution Staff and Students. The Institution will ensure that Institution Staff have appropriate workers' compensation insurance coverage. It is the responsibility of the Institution to inform Students that neither the County of Renfrew Paramedic Services nor the Institution will provide Students with workers' compensation insurance coverage. The Institution will ask Students to sign an acknowledgement of this lack of coverage and encourage Students to obtain their own insurance coverage prior to engaging in activities at the Facilities.

4. GENERAL

- (a) The Institution will provide proof of insurance coverage upon request by the Health Authority.
- (b) The Institution will not cancel or materially alter its insurance coverage without thirty days prior written notice to the Health Authority.
- (c) The foregoing insurance will be primary and not require the sharing of any loss by any insurer of the Health Authority.

5. HCPP COVERAGE

The Health Authority is covered by the Health Care Protection Program ("HCPP"); the Health Authority will maintain third party liability coverage through HCPP throughout the term of the Agreement.

October 26, 2022

To the Council of the Corporation of the County of Renfrew

Members of County Council:

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

INFORMATION

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

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

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

Attached as Appendix II is the Capital Program Variance Report for the information of Council. Mr. Hanrath will provide an overview of the 2022 Capital Projects at the meeting.

3. Winter Operational Status

Staff are preparing for the upcoming winter season and the Department is required to be 50% operational by November 1, 2022 and 100% operational by November 15, 2022. Night Patrol shifts are scheduled to commence on November 15, 2022 and will continue until April 1, 2023.

RESOLUTIONS

4. Rural Ontario Municipal Association (ROMA) 2023 Conference Delegation Requests [Strategic Plan Goal No. 1]

RESOLUTION NO. OP-CC-22-10-110

Moved by Chair Seconded by Committee THAT County Council approves a delegation request at the 2023 Rural Ontario Municipal Association (ROMA) Annual Conference with the Minister of Infrastructure to discuss growth related and shovel ready construction projects.

Background

Staff are looking to lobby for funding to assist with growth related and shovel ready construction projects at the 2023 Rural Ontario Municipal Association (ROMA) Annual Conference.

BY-LAWS

5. Policy for Decorative Crosswalks [Strategic Plan Goal No. 3]

RESOLUTION NO. OP-CC-22-10-113

Moved by Chair Seconded by Committee THAT County Council pass a By-law approving Corporate Policy PW-18 – Decorative Crosswalks on County Roads which outlines the procedure for the request and approval of the installation of a decorative crosswalk.

Background

In August 2022, a request was received to repaint the pedestrian crosswalk on County Road 51 (Petawawa Boulevard) at the Portage Road and County Road 16 (Victoria Street) intersection. It is anticipated that similar requests for different causes may be received in the future, (i.e., Black Lives Matter, Every Child Matters, and Ukraine support) and with this consideration, our Committee directed staff to develop a policy which outlines the procedures for requests and approvals of the installation of decorative crosswalks.

Decorative crosswalks are typically understood to be crosswalks that include elements (colour, design, imagery, texture and/or material) that are considered aesthetic enhancements above and beyond standard crosswalk treatments. All requests for decorative crosswalks must be funded by the proponent for both installation and maintenance as well as have the endorsement of the Partner Municipality.

All of which is respectfully submitted.

T. Peckett, Chair

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



Department of Public Works & Engineering Capital Monthly Project Status Report - October 2022

Appendix I

, ,			tion	Lengths	Description				Status/Schedul	e							Comments
<u> </u>	Project Name/Municipality	From	То	Lengths	Description	Env. Assess	Survey	Design	Tender/RFP	Award	Const. Start	Const. End	connients				
ROAD RE	CONSTRUCTION/REHABILITATION			-							-						
21	Beachburg Road	Buchannan's Pit Entance	Urban Beginning	2.49	Rehabilitation	100%	100%	100%	May	June	September	October	Design by Stantec; Construction by H & H				
L	Whitewater Region																
512	Foymount Road	B257	Verch Road	4.70	Reconstruction	100%	100%	95%	March, 2023	April, 2023	July, 2023	Nov., 2023	Design by BTE; Coordinating Utilities;				
L'	Bonnechere Valley																
BRIDGE/	CULVERT RECONSTRUCTION/REHA	BILITATION					-	•									
B002	Bonnechere River Bridge		Bromley (Bonnechere Ro	,	Rehabilitation	100%	100%	100%	2021	2021	May	August	Design by Stantec; Construction by Clearwater				
B005	Scollard Bridge		n/Bromley (Pucker Stree		Superstructure Replacement	100%	100%	100%	May	June	July	Oct. 14	Design by HP Engineering; Tender Closes May 26th				
B022	Indian River Bridge		Valley (Sandy Beach Ro	1	Rehabilitation	100%	100%	100%	March	May	June	Nov. 14	Design by WSP; Tender Closed April 19th				
B056	Colterman Bridge		dawaska (Colterman Ro		Clean and Paint	100%	100%	100%	May	June	October	October	Day Labour Project				
B057	Mount St. Patrick Bridge		vaska (Mount St. Patrick	,	Superstructure Replacement	100%	100%	100%	March	April	May	Oct. 25	Design by HP Engineering; Construction by Coco Paving				
B064	Pilgrim Road Bridge		doch & Raglan (Pilgrim	1	Rehabilitation	100%	100%	100%	May	June	2023	2023	Design by JL Richards				
	Schimmins Creek Bridge		ndoch & Raglan (Welk R		Clean and Paint	100%	100%	100%	May	June	September	October	Day Labour Project				
B150	Dam Lake Bridge		/alley (Stanley Olsheski I	,	Clean and Paint	100%	100%	100%	May	June	August	October	Day Labour Project				
B203	Petawawa River Bridge		CR51 Petawawa Bouleva	,	Rehabilitation	100%	100%	100%	March	April	May	Nov. 4	Design by WSP; Construction by BEI				
B257	Harrington Creek Bridge		alley (CR512 Foymount	,	Replace w/ Culvert	90%	100%	90%	2023	2023	2023	2023	Design by BTE; Part of 512 Reconstruction				
B319	Bucholtz Bridge		lley (CR58 Round Lake F		Rehabilitation	100%	100%	100%	February	April	June	Oct. 14	Design by McIntosh Perry; Construction by GMP;				
C012	Farquharson's Culvert	Admaston/Bro	omley (S. McNaughton I	Road)	Rehabilitation	100%	100%	90%	May	2024	2024	2024	Design by HP Engineering				
C037	Bagot Creek Culvert		ska (Lower Spruce Hedg	,	Replace	100%	100%	100%	May	June	August	Oct. 14	Design by HP Engineering; Construction by Day Labour				
C040	Snake River Culvert	Admaston/Bromle	y (CR8 Cobden Road/Ma	ain Street)	Rehabilitation	100%	100%	30%			2024	2024	Day Labour Project				
C134	Campbell Drive Culvert		raeside (Campbell Drive	,	Rehabilitation	100%	100%	90%	May	2024	2024	2024	Design by HP Engineering				
C137	Hanson Creek Culverts	McNab/B	raeside (Robertson Line)	Lining w/ Road Works	90%	100%	90%	May	2023	2023	2023	Design by WSP; Construction by Day Labour				
C152	Wadsworth Lake Culvert	Madawaska V	/alley (Old Barry's Bay F	load)	Replace	100%	100%	100%	May	June	July	September	Design by HP Engineering				
C197	Etmanskie Swamp Culvert	Madawaska	a Valley (CR62 John Stre	et)	Rehab or Replace	90%	100%	60%	April	2023	2023	2023	Design bv JL Richards; Construction by Day Labour				
C269	Jacks Lake Culverts	Killaloe, Hagarty &	Richards (CR58, Round	ake Road)	Replace	100%	100%	100%	April	May	July	July	Design by HP Engineering; Construction by Day Labour				
C302	Wingle Creek Twin Culverts	Killaloe, Hagar	ty & Richards (Rochfort	Road)	Replace	100%	100%	60%	May	June	August	August	Design Internal; Construction by Day Labour				
FUTURE I	ENGINEERING																
B007	Butler Bridge	Admasto	n/Bromley (Butler Road)	Design for Rehabilitation	90%	90%	40%	May	June	2023	2023	Design by Stantec				
B044	Douglas Bridge	Admaston/	Bromley (CR5 Stone Roa	ad)	Design for Rehabilitation	30%	60%	25%	July	August	2023	2023	Design TBA; DCS done in 2021				
B102	Brennans Creek Bridge	Killaloe, Hagarty &	& Richards (CR512 Quee	n Street)	Design for Rehabilitation	50%	30%	10%	May	June	2023	2023	Design by Stantec				
B108	Tramore Bridge	Killaloe, Hagar	ty & Richards (Tramore	Road)	Design for Rehabilitation	30%	10%	0%	August	August	2023	2023	Design TBA				
B156	Burnt Bridge	Brudenell, Lyndo	ch & Raglan (Burnt Brid	ge Road)	Design for Rehabilitation	30%	10%	0%	June	June	2023	2023	Design TBA				
B232	Cochrane Creek Bridge	North Algona Wi	ilberforce (Cement Bridg	e Road)	Design for Rehabilitation	30%	10%	0%	June	July	2023	2023	RFP for design issued				
B310	Ski Hill Bridge	Laurentian Va	lley (CR58 Round Lake F	load)	Design for Rehabilitation	30%	60%	25%	July	August	2023	2023	Design TBA; DCS done in 2021				
C001	Berlanquet Creek Culvert	Admaston/	Bromley (CR5 Stone Roa	ıd)	Design for Replacement	50%	20%	10%	July	August	2023	2023	Design by HP Engineering				
C025	Borne Road Culvert	Laurentian Va	Illey (CR58 Round Lake F	Road)	Design for Rehabilitation	100%	100%	90%	2023	2023	2023	2023	Design by WSP				
C051	Harris Creek Culvert	Admasto	n/Bromley (Proven Line)	Design for Replacement	50%	30%	10%	June	July	2023	2023	Internal Design; Geotech needed				
C130	Lochiel Creek Culvert North	McN	Nab/Braeside (CR63		Design for Replacement	50%	30%	10%	June	July	2023	2023	Design by Stantec				
C191	Dicks Road Culvert	Laurent	ian Valley (Dicks Road)		Design for Replacement	50%	30%	10%	June	July	2023	2023	Design by Stantec				
C201	Broomes Creek Culvert	Whitewater Reg	gion (CR7 Foresters Falls	Road)	Detailed Design w/ Dam	90%	80%	50%	April	May	2023	2023	MCEA Done, Design by JLR				
C204	Bellowes Creek Culvert	Whitewater Re	egion (CR12 Westmeath	Road)	Design for Rehabilitation	90%	60%	30%	May	June	2023	2023	Design by WSP				
C268	St. Columbkille's Culvert	Laurentian Va	Illey (CR58 Round Lake F	Road)	Design for Replacement	50%	30%	10%	May	June	2023	2023	Design by Stantec				
C325	Neilson Creek Culvert	Bonnecher	e Valley (Clear Lake Roa	d)	Design for Replacement	50%	10%	10%	May	June	2023	2023	Design by Stantec				
30	Lake Dore Road	North Algona Wilberf	force (From Highway 60	to Sperberg)	Design for Rehabilitation	100%	100%	90%	February	March	2023	2023	Design by Tatham				



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

OPERATION	S TENDERS									<u></u>
	Туре	Description	Term (Years)	Туре	Specification	Tender	Award	Start	Complete	Status/Comments
1	Pavement Marking	Paint/Glass Beads/Lines/Symbols	1+(+1+1+1+1)	Equipment/Material	March	March	April	June	November	Ongoing
2	Street Sweeping	Winter/Debris Removal	1	Equipment	March	April	April	May	June	Complete
3	Manhole and Catch Basin Cleaning	Winter/Debris Removal	1	Equipment	March	April	April	June	June	Complete
4	Roadside Brushing	Tree/Brush Removal	1	Equipment	May	June	June	July	November	Ongoing
5	Steel Sign Post Quotation	Sign Installation Hardware	1	Material	March	April	April	May	August	Complete
6	Weed Control	Wild Parsnip/Poison Ivy	5	Equipment/Material	Complete	2019	2019	June	July	Complete
7	Signs & Traffic Control Equipment	Road Signage	1	Material	March	April	April	May	October	Ongoing
8	Winter Sand	Winter Abrasives	1	Supply/Delivery/Process	June	July	August	August	October	Ongoing
9	Loader Rental	Winter Operations	1	Equipment	July	July	August	November	April	Complete
10	AVL Service Renewal	Automatic Vehicle Location	10	Application/Network/Data	May	2020	2020	June	2030	Complete
11	Shouldering	Granular/Sealing	1	Material/Installation	June	July	August	August	October	Ongoing
12	Calcium Chloride	Winter Operations	1	Material	September	September	October	October	October	Ongoing
13	Crack Sealing	Pavement Preservation	1	Material/Installation	May	July	September	September	October	Ongoing
14	Curb Repair	Preservation	1	Material/Repair	May	August	August	September	October	Ongoing
EQUIPMENT	T TENDERS									
-	Tender	Description	Quantity	Туре	Specification	Tender	Award	Delivery		Status/Comments
1	HDT (Heavy Duty Truck) 2021	Combination Plow/Spreader	1	Replace	March	2021	2021	October		Awaiting Delivery
2	HDT (Heavy Duty Truck) 2022	Combination Plow/Spreader	1	Replace	February	May	June	2023		Awaiting Delivery
3	LDT (Light Duty Truck(s))	(7-1/2 ton & 1-3/4 ton 4WD)	8	Replace	February	March	April	December		Awaiting Delivery
4	Service Vehicle 2021	PW Operations	1	New	March	2021	2021	July		Complete
5	Service Vehicle 2021	PW - ES	1	New	March	2021	2021	June		Complete
6	Service Vehicle 2022	PW Operations	1	Replace	February	June	August	December		Awaiting Delivery
7	Tractor	Tractor and Attachments	1	Replace	February	April	June	July		Complete
8	Backhoe	Backhoe Loader and Attachments	1	Replace	February	May	June	December		Awaiting Delivery
9	Enclosed Trailer	Construction Section	1	Replace	August	September	September	October		Ongoing
10	Dual Axle Float	16 ft	1	Replace	August	September	September	October		Ongoing
11	Line Paint Machine	PW Operations	1	Replace	August	September	September	December		Ongoing
12	U-Body Water Tank	PW Operations - SWP	1	Replace	August	September	September	December		Ongoing
13	Sweeper Attachment	Tractor Mount - GP	1	Replace	May	July	August	October		Awaiting Delivery
14	Offset Roller	Shoulder Compaction	1	New	August	September	October	December		Ongoing
15	Shoulder Spreader	Shouldering Machine	1	New	August	September	October	December		Ongoing
16	Equipment Refurbishment(s)	As per Spring Inspection	Varies	Existing	May	May	June	September		Complete
17	AVL (Automatic Vehicle Location)	AVL/Telematics	Varies	New	April	May	June	September		Complete
HOUSING										
	Tender	Location	Туре	Туре	Design	Tender	Award	Start	Complete	Status/Comments
1	Repair - Salt Storage Shed	Calabogie Garage	Construct	Rehabilitation	2022	March	April	August	September	Complete
2	Repair - Sand Storage Dome/Salt Storage Shed	Calabogie Garage	Construct	Rehabilitation	2022	March	April	June	July	Complete
3	Repair - General Site	Cobden Patrol	Construct	Rehabilitation	2022	Internal	N/A	July	July	Complete
	•									
ROAD MAIN	ITENANCE AGREEMENTS/FACILITY AGREEMENTS									
	Service Provider	Location	Year	Type	Start	Complete	Term			Status/Comments
1	Town of Arnprior	County Road 1, County Road 2	2022	Winter Road Maintenance	2022	2023	1			Complete
2	Town of Deep River	County Road 72, County Road 73	2020	Winter Road Maintenance	2020	2025	10			Complete
3	Town of Renfrew	County Road 20, County Road 52	2019	Winter Road Maintenance	2019	2029	10			Complete
4	Township of Carlow/Mayo	County Road 517	2015	Winter Road Maintenance	2015	2023	Annual	1	1	Complete
5	Contractor	County Road 635	2022	Winter Road Maintenance	2022	2023	Annual		1	Complete
6	Algonquins of Pikwakanagan	Golden Lake	2022	Use of facilities and materials	2022	2023	5			Complete
7	Bonnechere Valley	Foymount	2022	Use of facilities and materials	2022	2027	5		1	Complete
/	bonnechere valley	Foymount	2022	ose of facilities and materials	2022	2027	5			complete



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

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

Instrumentation Instrument	Note For To Jendity B B222 B222 Part of the start for the start of the dirigs and heights and regist for project are approximate of the dirigs and heights and board for project are approximate of the dirigs and heights and board for project are approximate of the dirigs and heights and board for project are approximate of the dirigs and heights and board for project are approximate of the dirigs and heights and board for project are approximate of the dirigs and heights and board for project are approximate of the dirigs and heights and board for project are approximate of the dirigs and heights and board for project are approximate of the dirigs and heights and board for project are approximate of the dirigs and heights and board for project are approximate of the dirigs and heights and board for project are approximate of the dirigs and heights and board for project are approximate of the dirigs and heights and board for project are approximate and the dirigs and heights and board for project are approximate and the dirigs and heights and board for project are approximate and the dirigs and heights and board for project are approximate and the dirigs and heights and board for project are approximate and the dirigs and heights and the dirigs and heights and the dirigs and heights and the dirigs and heights and the dirigs and heights and the dirigs and heights and the dirigs and heights and the dirigs and heights and the dirigs and heights and the dirigs and heights and the dirigs and heights and the dirigs and heights and the dirigs and heights and the dirigs and heights and the dirigs and heights and heights and heights and the dirigs and heights an	Road # Location From To Length (km) 2222 BUDGET Orcheert Projected Road Reconstruction/Rehabilitation Image: Construction/Rehabilitation Image: Construction Rehabilitation Image: Construction Rehabilitation <t< th=""><th>Appe 99,176 0 0 0 157,920 0 383,316 0 354,500 0 354,500 0 354,500 0 498,293 0 -10,650 0 115,440 0 447,300 0 127,730 0 90,000 0 218,680 0 662,600 0 1,836,180 1,836,18 -94,484 0 0 0 0 0 0 0 0 0 0 0 0 0 447,300 0</th><th>Variance jected Variance 9,000 99,176 0,000 0 10,000 0 10,000 157,920 72,000 383,316 72,000 354,500 0,000 62,300 69,000 498,293 0,000 62,300 10,000 62,300 115,440 0,000 447,300 10,000 115,440 10,000 1218,680 0,000 218,680 0,000 -1,836,180 0,000 -1,185,180 0,000 -</th></t<>	Appe 99,176 0 0 0 157,920 0 383,316 0 354,500 0 354,500 0 354,500 0 498,293 0 -10,650 0 115,440 0 447,300 0 127,730 0 90,000 0 218,680 0 662,600 0 1,836,180 1,836,18 -94,484 0 0 0 0 0 0 0 0 0 0 0 0 0 447,300 0	Variance jected Variance 9,000 99,176 0,000 0 10,000 0 10,000 157,920 72,000 383,316 72,000 354,500 0,000 62,300 69,000 498,293 0,000 62,300 10,000 62,300 115,440 0,000 447,300 10,000 115,440 10,000 1218,680 0,000 218,680 0,000 -1,836,180 0,000 -1,185,180 0,000 -
Name. Large and Length of project. are approximate and sequent datage, and Large for all of the sequence of the sequenc	discapit ner paperinter an spinet to revolve nout as fund alega and bages junction junctin junction junction	Inte: Limits and Length of projects are approximate and subject to revision based on final design and budgets	99,176 0 99,176 0 157,920 0 157,920 0 383,316 0 354,500 0 498,293 0 498,293 0 10,650 0 115,440 0 447,300 0 447,300 0 127,730 0 127,730 0 127,730 0 127,730 0 128,680 0 128,680 0 1,836,180 1,836,180 -94,484 0 0 0 0 0 0 0 1,836,180 1,836,180 -94,484 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0	9,000 99,176 9,000 0 2,000 157,920 7,000 383,316 2,000 354,500 0 0 0 0 0 0 0 0 0 0 0 0
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COUNTY OF RENFREW

BY-LAW NUMBER 116-22

A BY-LAW TO ESTABLISH POLICY PW-18 DECORATIVE CROSSWALKS ON COUNTY ROADS FOR THE MUNICIPAL ROAD SYSTEM WITHIN THE JURISDICTION OF THE CORPORATION OF THE COUNTY OF RENFREW

WHEREAS Section 11(3) the Municipal Act, S.O. 2001, as amended, authorizes Council to pass by-laws regarding highways under the jurisdiction of the Corporation;

AND WHEREAS the Corporation desires to implement a Policy regarding the Renaming of County Roads within the jurisdiction of the Corporation.

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

- 1. THAT Public Works and Engineering Department Policy PW-18 Decorative Crosswalks on County Roads, as outlined in Schedule 'I' attached to and made part of this By-law, shall form part of the Public Works and Engineering Department Policies and Procedures of the Corporation of the County of Renfrew.
- 2. THAT this By-law shall not be interpreted to contradict or violate any statute or regulation of the Province of Ontario.
- 3. THAT this By-law shall come into force and take effect immediately 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

Schedule I

	Corporate Policies & Procedures										
SECTION: AUTHOR: POLICY #:											
Operations	Director of P	Director of Public Works and Engineering									
POLICY:	POLICY: APPROVED:										
Decorative Cross	walks on County	y Roads									
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POLICY STATEMENT

The County of Renfrew, as a road authority, has a need to ensure that pedestrian crosswalks on County Roads are in compliance with the requirements of the Ontario Traffic Manual (OTM) and Highway Traffic Act (HTA) and is consistent with the Department's primary objective of providing and maintaining a safe road system. This Decorative Crosswalk Policy is to support and facilitate the installation of decorative crosswalks in the County of Renfrew, with the endorsement and participation of the local municipality.

BACKGROUND

The County of Renfrew, as the road authority having jurisdiction over County Roads, may make and enforce by-laws and policies pertaining to those items that may be placed within the road allowance.

- 1. The Municipal Act, S.O. 2001 (s.11), as amended, permits a municipality to pass by-laws pertaining to the public assets of the Municipality for the purpose of exercising its authority under the Act, and to pass by-laws pertaining to highways.
- 2. The County of Renfrew, as well as local municipalities, has an extensive network of roads that are, travelled at a high rate of speed, often with a high volume of traffic, and must be able to do so safely.

DEFINITIONS

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

"Highway" has the same meaning as provided in the Municipal Act, S.O. 2001, (s.11), as amended, and pertains only to those highways that fall under the control and jurisdiction of the County of Renfrew.

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"Road Allowance" means the land occupied by the highway.

"Crosswalks" are an integral component of the transportation network that distinctly indicates safe roadway crossing locations for pedestrians by means of lines or other markings on the surface of the roadway. Vehicle traffic is controlled at crosswalks with stop signs, pedestrian crossovers (PXO's), and partial or full traffic signals. Crosswalks exist at intersections or between intersections (midblock) on all road classification types throughout the County of Renfrew.

GUIDELINES

The size and colour of crosswalk pavement markings is governed by the Ontario Traffic Manual (OTM). The transverse lines, which are lines that run perpendicular to the roadway and establish the boundaries of the crosswalk, must be white and extend the entire length of the crosswalk. Ladder (also referred to as zebra) markings are suggested for crosswalks where higher visibility is desired. The longitudinal lines (rungs of the ladder) are also normally white; however, the OTM does not specify that they must be white.

The Highway Traffic Act (HTA), specifically Ontario Regulation 402/15: Pedestrian Crossover Signs, requires that PXO's include ladder pavement markings and that the longitudinal lines (rungs) are to the width and spacing as specified. Like OTM, the colour of the rungs are not mandated to be white.

The OTM does state that textured or coloured crosswalks should be "applied to increase the conspicuity of a pedestrian crossings and increase driver's awareness of potential conflicts". It goes on to state that the "materials should be designed to maintain visibility at night".

Decorative crosswalks are typically understood to be crosswalks that include elements (colour, design, imagery, texture and/or material) that are considered aesthetic enhancements above and beyond standard crosswalk treatments.

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Crosswalks must always include two white transverse lines, and except for PXO's, the pavement marking treatment in between the transverse lines is not restricted. Therefore, decorative elements (artwork) can be legally applied to the road surface if they are 'framed' by the white transverse lines and the edge of the roadway (normally being curbs). However, it is implied that the design of the treatment would not negatively impact the safety of road users, visually or otherwise.

1.0 REQUESTS

The County of Renfrew may permit the installation of a decorative crosswalk on County Roads, subject to the following terms and conditions:

- 1. Requests for the installation of the decorative crosswalk shall be submitted in writing to the County by the local proponent in the municipality in which the crosswalk is requested.
- 2. Upon receipt of a request from the proponent the County will request endorsement from the local municipality for the installation of a decorative crosswalk that has been requested. The County of Renfrew shall meet with staff from the municipality and review the location to determine its suitability for the requested decorative crosswalk.
- 3. The proponent requesting the decorative crosswalk shall be responsible for one hundred percent (100%) of all costs associated with the initial installation of the decorative crosswalk. The proponent shall be responsible for one hundred percent (100%) of maintenance costs as well as one hundred percent (100%) of the yearly repainting costs. If the proponent does not agree to the terms of the agreement to re-establish, the cost to remove the decorative crosswalk will be assessed and billed to the proponent.

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2.0 PERMITTED LOCATIONS

Selecting a location for the installation of decorative crosswalks is important to ensure that they are appropriate, sustainable and safe. The primary consideration in approving a decorative crosswalk location is the safety of pedestrians, cyclists and motorists. Where safety may be negatively impacted, a decorative crosswalk will not be permitted to be installed. Decorative crosswalks should be avoided, without special consideration and permission, across roadways that have high volumes of traffic and/or a high percentage of truck traffic. On arterial roadways, maintenance is cost prohibitive given the amount of tire wear and marks from large trucks.

Decorative crosswalks can be installed on collector and local classified roadways. This includes collector and local roadways that intersect with, or immediately parallel to, major/minor arterial roadways permitting that the crosswalk is located on the secondary leg(s) of the intersection.

It is important that the roadways are in acceptable condition. The installation location surface must be free of potholes, fatigue cracking, loose debris or other similar degraded conditions which would inhibit the installation of surface treatments or perceivably shorten the operational life. Asphalt roadways are preferred, however concrete roads can be considered. Roadways that are constructed using unit pavers, stamped textures or comprised of mixed materials (such as adjoining asphalt and concrete surfaces) should be avoided. Roadways that are scheduled for reconstruction or re-surfacing within five (5) years or less as per the County of Renfrew Asset Management Plan, from the time of decorative crosswalk installation must be avoided so that the treatments are not inadvertently removed earlier than intended or before their operational end-of-life.

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3.0 INSTALLATION AND MAINTENANCE

Proper installation and maintenance of decorative crosswalk treatments protects their overall integrity and longevity. Therefore, they must be installed by professional forces that are sufficiently trained and skilled, using appropriate materials and methods, routinely monitored, repaired and maintained.

Artwork must be contained within the two white standard transverse lines of the crosswalk and the edge of the roadway. Treatment must be configured so that a pedestrian's first step is onto asphalt (the bare road surface), achieved by starting the artwork approximately 1.0 metre away from the curb/edge of road. It must not continue or extend onto median islands, curb gutters, curbs, sidewalks or other roadway features.

Artwork must not be applied to utility manhole covers, chamber lids, frames or other similar infrastructure.

Artwork should provide visual contrast and be reflective as per the requirements of the OTM.

Artwork that would be considered ladder (or zebra) markings, must dimensionally conform to the requirements of the HTA and OTM.

Artwork shall respect community standards concerning appropriate subjects and imagery for display in public places. Further, commercial interests such as advertising and copyright protected content is not permitted without special consideration and explicit permission.

Artwork must not be comprised of any elements that road users, particularly pedestrians, would interact with such as hopscotch as an example.

Artwork must not directly or inadvertently mislead the general use or guidance of the crosswalk, especially users whom are visually impaired.

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4.0 MATERIALS AND INSTALLATION

Durable skid resistant pavement markings, such as thermoplastic or cold plastic, are preferred to be used for artwork or as specified by the Public Works and Engineering Department. The in-service operational life of durable pavement markings is approximately five (5) years, and is dependent upon roadway surface conditions and traffic volumes.

Artwork must be reflective as per the requirements of the OTM.

Decorative crosswalks must be installed by the County of Renfrew, Public Works and Engineering Department or by contractors as directed by the same.

Artwork designs shall be reasonable, easily reproduced and installed using the noted marking materials and their associated installation methods.

Installation shall be scheduled to occur seasonally in the late spring to early fall or as weather and conditions permit to ensure optimal adherence of materials to roadway surfaces.

5.0 MAINTENANCE AND OPERATIONS

Decorative crosswalks shall be cleaned regularly by the County of Renfrew.

It is recognized that decorative crosswalks do not have an attributed level of service as defined by Ontario Regulation 239/02: Minimum Maintenance Standards for Municipal Highways. However, decorative crosswalks shall generally be inspected by the County of Renfrew, Public Works and Engineering Department, once per calendar year, typically in the late spring;

Maintenance of decorative crosswalks shall be safety focused, but also to maintain the integrity and longevity of the artwork. Maintenance shall be generally conducted on an as-needed basis.

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Decorative crosswalks do not have an infinite life and would need to be removed (and replaced if appropriate) when deemed necessary or as required by any terms and/or agreements of their installation.

Requestors of decorative crosswalks shall be responsible for installation costs and maintenance costs.

6.0 ATTRIBUTED COSTS

The cost of installing and maintaining decorative crosswalks will have an impact on capital and existing operational budgets. Because of this, the person or agency requesting decorative crosswalks shall accept all costs.

The cost of installing a decorative crosswalk is dependent upon the intricacy, width of the roadway, coverage of the artwork and location. It is estimated that installation costs would be between \$5,000 and \$15,000 depending on the length of the crossing.

The ongoing maintenance of the decorative crosswalks shall be borne by the requestor based upon the cost difference between standard crosswalks and decorative crosswalks. Costs would also be dependent upon the same primary cost drivers noted as part of installation (above).

Maintenance costs shall be determined at the time of approval and based upon the design of the decorative crosswalks and perceived attributed maintenance cost pressures.

Installation and maintenance costs which are the requestors will be formalized by establishment of a written agreement.

Installation costs for decorative crosswalks that are not requested by external people or agencies, but rather internal to the County of Renfrew, shall be funded from an appropriate capital budget. Maintenance and operation costs shall be

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funded from an appropriate operating budget and annual budgets shall be reasonably adjusted as decorative crosswalks are added or removed.

7.0 APPROVALS

The installation of a new decorative crosswalk on County Roads shall be approved by the appropriate County of Renfrew authority, based on total overall cost of purchased services and materials, as per requirements of County of Renfrew Corporate Policy GA-01 Procurement of Goods and Services. October 26, 2022

To the Council of the Corporation Of the County of Renfrew

Members of County Council:

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

INFORMATION

1. Upcoming Council Meetings

County of Renfrew staff have been working on transitional materials and orientation meetings heading into the next term of Council. Several important dates have now been established and are as follows, for information purposes:

- November 23: Inaugural meeting of County Council;
- December 12 at 1:00 pm: Orientation workshop for all locally elected members of council;
 - Items to be delivered/discussed: Council/Staff relations, Integrity Commissioner, Planning 101, Municipal Finance/Liability, etc., to be facilitated by Tony Fleming, Certified Specialist in Municipal Law, Cunningham, Swan, Carty, Little & Bonham LLP.
- December 14 at 10:00 am: County Council orientation and facility tour to be facilitated by the CAO/Clerk and members of the Senior Leadership Team.
- December 21: Special County Council meeting for the purposes of a public meeting under the Planning Act (Bill 109 Official Plan Amendment).
- January 16 & 17: Strategic Planning sessions with County Council (16th) and Directors/Managers (17th).

2. Retirement – Finance Division – Accounting Technician

Ms. Cindy Runnalls-Ziebarth, Accounting Technician, Finance Division has provided notice of her retirement effective December 31, 2022. Cindy joined the County of Renfrew on May 27, 1991 and has over 31 years of service. We would like to extend our thanks to Cindy for all her hard work and dedication over the years and we wish her health and happiness as she moves on to this next chapter in life.

Ms. Sarah Coppin was the successful internal candidate in this competition and began her new duties as an Accounting Technician on October 11, 2022.

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

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

Month 2022	# of Courts Originally Scheduled	# of Courts Cancelled	# Part I Charges in Backlog	Part III New Charges	# Part III Charges in Backlog	Total Backlog Charges	Number of Court Days Required for Backlog	Months to Clear Backlog at Current Rate
January	6	2	494	124	279	897	37	12.5
Feb	5	3	460	62	422	944	39	13
March	7	3	454	59	430	943	39	13
April	5	2	451	112	304	867	36	12
May	6	2	384	125	925	1,434*	60	20
June	7	4	391	87	956	1,434	60	20
July	6	3	389	109	969	1,467	61	20
August	6	2	433	70	1,016	1,519	63	21
Sept.	6	3	399	122	978	1,499	62	21

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

4. Provincial Offences Administration – Municipal Court Manager's Association (MCMA) Conference Update [Strategic Plan Goal #3]

Ms. Ashley Wilton, POA Manager attended the Municipal Court Managers' Association Annual Conference that was held in Blue Mountain, Ontario from September 27 to 29, 2022. The following items were overviewed as part of this Conference:

a) Modernization of POA Technology and Courts Digital Transformation

The Ministry of the Attorney General (MAG) provided an update on the current status of replacing the aging Integrated Court Offence Network (ICON) system. This system has been identified as a priority to be replaced for many years, by both the provincial users and their municipal partners. They have identified a list of functions they would like the new program to include, and hope to have the project begin soon. It is expected to be a multi-year endeavour. MAG representatives from the POA Unit indicated that they have been in a caretaker role leading up to the provincial elections and now plan to resume/begin a number of priority projects that have been on hold. In 2022, a Courts Digital Transformation Branch was established.

The Administrative Information Management System (AIMS) is a project spearheaded by the City of Toronto as an alternative to ICON. Toronto received capital funding and began the project in 2021. They opened up a working group to other municipalities and currently have seven active stakeholders and many observers (the County of Renfrew is an observer). The City of Toronto recognized the over 30-year-old ICON system as outdated and inefficient and they began a working group to identify program requirements, develop a roadmap, and business case. As phase one wraps up, the working group will have a comprehensive business plan to be presented to Ontario Court of Justice, Ministry of Attorney General, and City Officials. These approvals must be received before a Request for Proposal (RFP) release and vendor selection. As the project progresses, and if approvals are reached, observers may opt in as an active stakeholder.

MCMA members shared technological advances they have been using inhouse to increase efficiencies. The new hybrid court method, which resulted from the pandemic, has opened opportunities to rethink how courts function and how Courts Administration may communicate with defendants and stakeholders. By updating technologies and moving to technology-based scheduling and notifications, there has been a reduction in duplicating efforts by court staff, and access to justice has been simplified for defendants. Common struggles include: sound and video issues during court proceedings, equipping courtrooms to support technology changes, and staff training. Currently Zoom is the only MAG approved platform for hosting hybrid court. b) Justice of the Peace Recruitment Process – Update from the Justice of the Peace Appointments Advisory Committee (JPAAC)
 A pre-recorded message from the Chair, Michael Ras, of the Justice of the Peace Advisory Committee was viewed by the conference attendees.
 Mr. Ras, gave an overview of who the panel was comprised of, how the process worked, applicant requirements, and the current recruitment status in Ontario.

2021 and 2022 have seen an increased number of vacancies for a variety of reasons including failure by the 2019 committee to fill all positions, along with increased and early retirements.

COVID closures also delayed newer appointees in completing all of their training requirements to be ready for the bench. In many court areas, as experienced here in the County of Renfrew, there is a shortage of judicial availability and widespread court closures. The backlog in all courts remain significant due to these shortages, as well as the pandemic closures.

JPAAC is currently wrapping up the 2022 recruitment process and hope to fill 45 vacancies across the province. In early 2023, it is anticipated that the Chief Justice will seek approval from the Attorney General to begin further recruitment in 2023. It will be approximately a 10-month process before further appointments would be made. New appointees then complete approximately one year of training and mentoring before they begin presiding in Court.

c) MCMA Committee Updates

Within the Municipal Court Managers Association, there are a number of committees working diligently to ensure best practices and standardization are available to the Provincial Offences Courts throughout Ontario:

i. The Education Committee is working towards a formal training manual or program for new Court Managers and Courtroom Staff. Over the past year they provided an online training session to assist in the Bill 177 reforms where Clerks of the Court began to complete some of the functions previously done by a Justice of the Peace (i.e. applications for extensions of time to pay and entering convictions or quashing offences on failure to respond dockets). Further reforms are expected by the end of 2022 and the Education Committee aims to provide further training and sharing of practices as that occurs.

- ii. The Technology Committee shared updates from their working group with MAG and discussed the advances they have made and their goals for 2023.
- iii. The Stats Committee recently requested municipalities to complete a survey to identify if they thought the current cost and fee structure was adequate, and what may be a fair fee for a variety of court related activities. Once completed they will approach the Ministry of Attorney General (MAG) to lobby for changes that would more adequately reflect the true costs incurred.
- iv. The Collections Committee has not been meeting regularly, but intend to reconvene in 2023 and will reach out with training initiatives.
- v. The Forms Committee noted it has been a busy couple of years with all of the changes required on Certificates of Offence prescribed by the Ministry of Attorney General, including Bill 177 Clerk of the Court Reforms and ongoing changes to appearance methods available to defendants.

5. 2022 Service Awards Recipients and Retirees

As a result of the COVID-19 Pandemic, the County of Renfrew has not been hosting our annual employee service awards recognition dinner but staff have still been recognized for their valuable service to the County of Renfrew. Earlier this year, a survey of staff was completed by over 200 individuals to determine if this event should continue and/or what our service awards should look like in the future. The County of Renfrew will continue to recognize staff, and this year we will be recognizing 71 service award recipients who have attained 10 to 40 years of service, as well as 27 retirees. Attached as Appendix I is the 2022 list of Service Awards Recipients and Retirees.

Our Committee noted the importance and value of recognizing staff and retirees for all their hard work and dedication to the County of Renfrew and they would like to see some form of event continue.

6. Benefits Renewal of Services [Strategic Plan Goal #3]

The Municipal Benefits Committee (MBC) met with our benefits consultants, Cowan Insurance, on October 4, 2022 to conduct a review of the services and plans. The renewal period for these services is January 1, 2023 – December 31, 2023. The MBC voted to continue with Cowan Benefits Consulting services, as well as to continue with Manulife Financial for the provision of a benefits insurance program for the period of January 1, 2023 to December 31, 2023.

Annual Employee Benefits Plan Renewal

As a result of plan design management and the efforts of our benefits consultants, Cowan Insurance Group, our renewal rates have been negotiated for 2023 with an overall increase of 8.9% or an annual premium adjustment of \$259,937.50.

These contracts are awarded under the delegated authority to the Chief Administrative Officer/Clerk under By-law 74-22 being a By-Law to Delegate Authority for Decisions to the Chief Administrative Officer in the Event that Council finds itself, subject to Section 275 of the Municipal Act, 2001, as amended, regarding "restricted acts after nomination day" and these By-laws have been signed by the Clerk.

BY-LAWS

7. Employment By-law #1 [Strategic Plan Goal #3]

RESOLUTION NO. FA-CC-22-10-92

Moved by Chair

Seconded by Committee

THAT County Council approve the following changes to Employment By-law #1 effective October 1, 2022:

a) Change to the Student Wage from \$14.10 to \$14.60 (for students under 18) and from \$15.00 to \$15.50 (for students 18 and over) as outlined in Schedule "A";

AND FURTHER THAT the revised Employment By-law # 1 be adopted.

Background

The Government of Ontario announced that starting October 1, 2022, the general minimum wage would increase as Ontario continues to work for its workers. This eight percent increase over one year will help workers keep up

with rising costs and inflation. A summary of the changes required to Employment By-law #1 are as follows:

a) Student Wages

On October 1, 2022, the Ontario minimum wage increased, therefore the County of Renfrew student wages are established as follows:

- Students over the age of 18 are paid at the Province of Ontario general minimum wage, equalling \$15.50.
- Students under the age of 18 are paid at 94% of the general minimum wage, equalling \$14.60.

All of which is respectfully submitted.

Jennifer Murphy, Chair

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

DEVELOPMENT & PROPERTY		BONNECHERE MANOR	
EVELYN VANSTARKENBURG	25	GAIL ROUSELLE	40
JASON DAVIS	20	TIMOTHY BRAZEAU	35
COLLEEN SADLER	20	PAULINE FELHABER	35
ANTHONY ASHLEY	15	MARILYN HAAIMA	35
BRUCE HOWARTH	15	MELODIE LATENDRESSE	35
REINHOLD KRAFT	10	KATHY MEGRATH	35
		SHERRY WINDLE	35
EMERGENCY SERVICES		LAURIE LAMBERT	30
MICHELLE CASSISTA	15	HELENE CHARTIER	20
SHAWN DOYLE	15	LAWANDA CLARKE-VALLIQUETTE	20
CORY NORTHRUP	15	CAROLYN LEPINE	20
	-	LORIANN STORIE	20
CORPORATE SERVICES		LISA VALLIQUETTE	20
ROGER GOLDBERG	20	SHERI VANDERLINDEN	20
CHRIS RYN	20	AMIE GUTHRO	15
	20	JOY MOUSSEAU	15
		DENVER MULLEN	15
PUBLIC WORKS & ENGINEERING	20	CHELSEY BLAIR	10
	20	MADDIE BUTSON	10
MICHAEL BEHM	20	DESTINY CLARK	10
	10	JORDYN GOTH	10
DARYL CYBULSKI	10	VIVIANA GREEN	10
DENNIS PECOSKIE	10	GERALDINE NEUMAN	10
JOSHUA PENNOCK	10	STEPHANIE SANGSTER	10
		LINDSAY SHEPPARD	10
COMMUNITY SERVICES		LAURA SNELL	10
JULIE BARCLAY	25	KASEY TURNER	10
MICHELLE FELHABER	25	MIRAMICHI LODGE	
BRENDA JOLICOEUR	25	DEBBIE MOREAU	40
ANDREA PATRICK	25	LAURIE HEMINGTON	25
SHEILA WISHART	25	GRACE VANDERVELDE	25
TAMMY ZOHR	25	CRYSTAL HERMITTE	20
ANDREA BLACKBURN	20	AMANDA LEVAIR	20
AMANDA KUTCHKOSKIE	15	AMANDA MCMULLAN	20
BERNIE TREMBLAY	15	ANGELA YAHNKE	20
JACKIE AGNEW	10	CLORISSIA BORUTSKI	15
LAURIE LYNN KINGSBURY	10	PAULA MAYNARD	15
		DAWN MOLSON	15
		KAREN TOWSTUK	15
		LAURA WALKER	15

CHARLENE BROSZMANN

BRETTANY STODDARD

STEVE CONNELL

APRIL GAGNON

2022 Service Awards Recipients and Retirees

RETIREES

JUDY MULVIHILL JACKIE AGNEW

ADMINISTRATION		BONNECHERE MANOR	
PAUL MOREAU	11	GAIL ROUSELLE	40
PAGE MOREAG	11		40
		BONITA RIOPELLE	38
DEVELOPMENT & PROPERTY		TIMOTHY BRAZEAU	35
COLLEEN SADLER	20	SANDI PARKS	27
ALASTAIR BAIRD	18	CATHERINE CAMPBELL	22
KIM FRASER	14	JOHN KIEZEBRINK	17
EMERGENCY SERVICES		MIRAMICHI LODGE	
JEFF LATIOK	17	ROXANNA FARDY	39
ED BYERS	17	JUANITA CASEY	34
		NANCY BROMLEY	31
CORPORATE SERVICES			• -
	31	0	31
CINDY RUNNALLS-ZIEBARTH		GRACE VANDERVELDE	25
DEBBIE NASH	22	CLAUDETTE VIENS	21
ANDY COWAN	21	CLAIRE WILES	5
ROGER GOLDBERG	20		
PUBLIC WORKS & ENGINEERING			
TERRY ARCHAMBEAULT	20		
COMMUNITY SERVICES			
GHYSLAINE TURGEON	18		

16

10

BY-LAW NUMBER 113-22

A BY-LAW TO AUTHORIZE THE CLERK TO ENTER INTO A SERVICE AGREEMENT RENEWAL WITH COWAN BENEFITS CONSULTING FOR A BENEFITS PROGRAM

WHEREAS the County of Renfrew wishes to renew its service agreement with Cowan Benefits Consulting to negotiate on behalf of the staff and elected officials of the County of Renfrew as the County of Renfrew's Benefits Consultant;

AND WHEREAS the renewal for service with Cowan Benefits Consulting be extended from January 1, 2023 - December 31, 2023;

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

THAT By-law 135-21 enacted on the 24th of November 2021 is hereby repealed.

That this By-law shall come into force and take effect on the 1st day of January, 2023.

READ a first time this 13th day of October, 2022.

READ a second time this 13th day of October, 2022.

READ a third time and finally passed this 13th day of October, 2022.

CRAIG KELLEY, CLERK

BY-LAW NUMBER 114-22

A BY-LAW TO AUTHORIZE THE CLERK TO ENTER INTO A SERVICE AGREEMENT RENEWAL WITH MANULIFE FINANCIAL FOR THE PROVISION OF A BENEFITS PROGRAM

WHEREAS the County of Renfrew wishes to renew its service agreement with Manulife Financial, as Insurer, for the Benefits Insurance Program for staff and elected officials of the County of Renfrew;

AND WHEREAS this renewal for service with Manulife Financial be extended from January 1, 2023 - December 31, 2023;

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

THAT By-law 136-21 enacted on the 24th of November, 2021 is hereby repealed.

That this By-law shall come into force and take effect on the 1st day of January, 2023.

READ a first time this 13th day of October, 2022.

READ a second time this 13th day of October, 2022.

READ a third time and finally passed this 13th day of October, 2022.

CRAIG KELLEY, CLERK

BY-LAW NUMBER 115-22

EMPLOYMENT BY-LAW # 1 FOR COUNTY OFFICERS AND STAFF

WHEREAS the Council of the Corporation of the County of Renfrew deems it advisable to employ County Officers and Staff under and subject to the provisions of a By-law;

AND WHEREAS the Ontario Municipal Act empowers Council to pass such a By-law regulating the appointment, duties and remuneration of such Officers and Staff;

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

ARTICLE 1 - INSURANCE AND HEALTH BENEFITS

PART A - Full-Time Employees

1. Pension

The Ontario Municipal Employees Retirement System Pension Plan shall apply as per the OMERS Agreement.

2. Life Insurance

The Employer shall pay 100% of the premiums for Basic Group Life Insurance coverage and Accidental Death or Dismemberment. From age 71 to 75, "life coverage" will be at a rate of 50% of the coverage provided in the original plan for non-union employees.

3. Extended Health Care

The Employer shall pay 100% of the premiums for the Extended Health Care Plan. There is a drug dispensing fee cap of \$8.50.

4. Dental Plan

The employer shall pay 100% of the standard dental plan (prior year ODA schedule).

In additional, major restorative coverage is provided at 50% co-insurance to a maximum of \$2,000 per year per insured. Orthodontic coverage is provided at 50% co-insurance to a lifetime maximum of \$2,000 per insured.

5. Health Care Spending Account

In addition to the Extended Health and the Dental Plan, full-time employees have access to an annual Health Care Spending Account. The Health Care Spending Account is set at \$850.00 annually. This is prorated for new employees.

6. Optional Life Insurance/Optional Accidental Death & Dismemberment Insurance

Employees may participate in an Optional Life Insurance Program and an Optional Accidental Death & Dismemberment Program within the terms and conditions of the policy, provided the employee assumes full responsibility for the premiums.

7. Early Retiree Benefit

The employer shall pay 100% of the premiums for employees who qualify under OMERS for an Early Retirement Plan for full-time employees as follows:

- For all employees who retired prior to January 30, 2013 a lifetime maximum of \$25,000 for claims.
- For all employees who retire after January 29, 2013 a lifetime maximum of \$50,000 for claims.
- For all employees who retire after March 1, 2015 a lifetime maximum of \$75,000 for claims.
- For all employees who retire after February 1, 2016 a lifetime maximum of \$100,000 for all claims.
- For all employees who retire after March 1, 2021 there is no lifetime maximum cap for all health and dental claims.

ARTICLE 2 - PAID HOLIDAYS

Thirteen paid holidays shall be provided. Specific days are outlined in the Corporate Policies and Procedures Manual.

ARTICLE 3 - OTHER ALLOWANCES

1. Mileage Allowance

For the use of vehicles authorized by the employee's supervisor, the employee shall receive a mileage allowance established at the maximum automobile allowance rate approved by the Canada Revenue Agency (CRA).

2. Meals, Gratuities and Incidental Expenses

While attending conferences, conventions, seminars, workshops or business meetings, employees will receive actual expenses supported by receipts of up to \$95.00 per day.

3. Safety Footwear Allowance

(a) Employees who are required by nature of their job to wear safety footwear on a regular daily basis shall be provided the following annual allowance:

Effective January 1, 2017:

Full-time - \$275.00 per annum Part-time - \$137.50 per annum

(b) Employees who are required by nature of their job to wear safety footwear on an occasional basis will be provided with the above allowance once every three years.

ARTICLE 4 - RATES OF PAY

Schedule "A" - Non-Union Salary Grid and Classifications

ARTICLE 5 - ADJUSTMENT DATE

The next adjustment date shall be January 1, 2023 or earlier as deemed appropriate by Council.

ARTICLE 6 - ENFORCEMENT AND GENERAL

- 1. Matters pertaining to working conditions and employment are also set out in the Corporate Policies and Procedures Manual. The manual should be referred to for additional information about the employment conditions contained in this by-law.
- Any other amendments to this By-law shall be recommended by the Finance & Administration Committee to County Council in the form of a replacement By-law.
- 3. This By-law shall not be interpreted to contradict or violate any statute or regulation of the Province of Ontario.
- 4. By-law 75-22 is hereby repealed.
- 5. This By-law shall come into force and be effective October 1, 2022 except where otherwise noted.

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 Non-Union Staff Salary Grid Schedule "A"

Effective: August 1, 2022

Group	Step A	Step 1	Step 2	Step 3	Step 4	Step 5 Job Rate	Merit
1		22.90	23.60	24.31	25.04	25.79	1249.00
2		24.06	24.79	25.53	26.29	27.09	1454.00
3	27.65	28.48	29.33	30.22	31.13	32.06	1667.00
4	29.09	29.97	30.86	31.79	32.74	33.73	1863.00
5		32.84	33.83	34.85	35.90	36.98	2080.00
6	35.06	36.11	37.19	38.31	39.46	40.64	2287.00
7		39.42	40.60	41.82	43.07	44.37	2499.00
8		43.86	45.18	46.53	47.92	49.36	2705.00
9		49.97	51.47	53.01	54.60	56.24	2965.00
10		52.30	53.87	55.48	57.15	58.87	3226.00
11		55.79	57.46	59.18	60.95	62.78	3487.00
12		59.21	60.99	62.82	64.70	66.65	3749.00
13		63.18	65.07	67.02	69.04	71.11	4002.00
14		67.51	69.54	71.62	73.77	75.99	4264.00
15		71.84	73.99	76.21	78.50	80.85	4527.00
16		74.95	77.20	79.52	81.90	84.35	4734.00
17		78.05	80.39	82.80	85.29	87.84	4946.00

Classification	Permanent Rate
Student (under 18)	14.60
Student (18 and over)	15.50
Lead Hand Premium	2.00
Grader Operator Premium	1.25
Shift Premium	0.85
Weekend	0.50
Commander Shift Premium	0.75

Revised: October 2022

GROUP	HOURLY (\$)	POSITIO	
1	22.90 – 25.79	 Administration Clerk COVID-19 Screener & Visit Facilitator 	Data Entry ClerkLabourer
2	24.06 – 27.09	Administrative Assistant IFundraising Coordinator	Logistics ClerkMaintenance Person
3	27.65 – 32.06	 Accounting Clerk I Administrative Assistant II Administrative and Business Support Assistant Court Service Specialist COVID-19 Screener Coordinator 	 Customer Service Representative Economic Development Specialist Intake Coordinator Scheduling Clerk Sign Shop Fabricator Trails Coordinator
4	29.09 – 33.73	 Administrative Assistant - Finance Data Analysis Coordinator Economic Development & Entrepreneurship Coordinator 	 Inclusion Coordinator Licensed Home Visitor Tourism Industry Relations & Digital Marketing Coordinator Truck/Equipment Operator
5	32.84 – 36.98	 Accounting Clerk I – Finance Administrative Assistant III Eligibility Coordinator Junior Planner/Land Division Secretary-Treasurer 	 Media Relations and Social Media Coordinator Tourism Development Officer
6	35.06 - 40.64	 Accounting Technician Assistant Food Services Supervisor Capital Projects Administrator Engineering Technician Forestry & Trails Technician 	 GIS Technician Infrastructure Coordinator IT Technician Junior Planner Mechanic Ontario Works Agent Payroll Administrator

County of Renfrew Staff Classifications and Salary Ranges

GROUP	HOURLY (\$)	POSITIC	DN
7	39.42 - 44.37	 Capital Projects Coordinator Child Care & Early Years Supervisor Client Programs Supervisor Community Housing Supervisor Construction Supervisor County Planner Early Years Supervisor 	 Executive Assistant/Deputy Clerk Human Resources Coordinator Infrastructure Technician Operations Coordinator Patrol Supervisor Small Business Advisor Social Worker Systems Analyst
8	43.86 – 49.36	 Administration Supervisor Business Development Officer County Forester Dietitian Environmental Services Supervisor Food Services Supervisor 	 Network Administrator Prosecutor Prosecutor (Bilingual) Senior Planner Supervisor, Ontario Works Supervisor, Technical Services
9	49.97 – 56.24	 Employee Health Coordinator Manager, Economic Development Services 	 Manager, Forestry & GIS Physiotherapist Manager, Provincial Offences
10	52.30 - 58.87	 Commander Manager, Child Care Services Manager, Finance Manager, Housing and Homelessness 	 Manager, Human Resources Manager, Information Technology Manager, Ontario Works Manager, Real Estate Resident Care Coordinator
11	55.79 - 62.78	Manager, InfrastructureManager, Operations	Manager, Planning Services
12	59.21 - 66.65	 Deputy Chief Clinical Programs 	Deputy Chief OperationsDirector of Care
13	63.18 - 71.11	Nurse Practitioner	
14	67.51 - 75.99		
15	71.84 – 80.85	 Administrator, Bonnechere Manor 	
16	74.95 - 84.35		

GROUP	HOURLY (\$)	POSITION		
17	78.05 - 87.84	 Director, Corporate Services Director, Development & Property Director, Emergency Services/Chief Paramedic Services 	 Director, Long Term Care Director, Public Works & Engineering Director, Community Services 	

Revised: June 2022

October 26, 2022

To the Council of the Corporation Of the County of Renfrew

Members of County Council:

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

RESOLUTIONS

1. Rural Ontario Municipal Association (ROMA) Delegation Requests -Housing [Strategic Goal #1(b)]

RESOLUTION NO. CS-CC-22-10-73

Moved by Chair

Seconded by Committee

THAT County Council approve the submission of the following delegation requests for the Rural Ontario Municipal Association (ROMA) Conference January 22-24, 2023:

- Associate Minister of Housing Michael Parsa Affordable and Attainable Housing; and
- Minister Merrilee Fullerton, Ministry of Children, Community and Social Services Increasing Social Assistance Rates for the Ontario Works and Temporary Care Assistance Program.

Background

At the Rural Ontario Municipal Association (ROMA) Conference January 22-24, 2023, we are seeking an opportunity to present to Associate Minister Michael Parsa our concerns with affordable and attainable housing. While the County of Renfrew is on track to build affordable and supportive housing in the City of Pembroke, more affordable housing is needed in areas across the County. Increasing the number of affordable and attainable housing units is critical in attracting economic growth, sustaining healthy communities, and reducing pressure on the fragile infrastructures and services currently in place.

We are also seeking an opportunity to discuss with Minister Merrilee Fullerton our concerns over the recent budget announcement increasing the rates for the Ontario Disability Support Program (ODSP) and Assistance for Children with Severe Disabilities Program by 5%, but not to Ontario Works or Temporary Care Allowance which creates undue hardship for those in receipt of these financial assistance programs.

2. Licensed Home Child Care (LHCC) Expansion [Strategic Plan Goal #3 (b)]

RESOLUTION NO. CS-CC-22-10-74

Moved by Chair Seconded by Committee THAT County Council approve an increase of the presently approved operating capacity of ten homes to the full licensed capacity of twenty-five homes.

Background

On November 30, 2016, County Council approved the application to the Ministry of Education to operate a licensed home child care agency within the County of Renfrew Child Care and Early Years Division beginning 2017. At that time, direction was given for staff to oversee no more than five homes. On April 25, 2018, County Council approved the expansion of this oversight from five to ten homes, based on the need within the community, as well as the continued success of the agency within the County of Renfrew.

The County of Renfrew Licensed Home Child Care Agency has a licensed capacity of twenty-five homes. Currently, there are six homes that are operational and there are two more to be approved within this report.

In order to continue to strengthen our agency and provide more opportunities for families in the County of Renfrew to access licensed child care spaces, it is recommended that the cap of ten homes be lifted to reflect our licensed capacity of twenty-five homes. As more homes show interest in becoming licensed with our agency, we would closely monitor the program and report on any capacity concerns that may arise.

The licensed home child care model in the County of Renfrew supports a range of needs that are not met by the traditional centre-based child care model. Benefits include:

- Flexibility in terms of hours of care and rural locations where families may not otherwise have access to licensed child care
- Reduction in travel time to a licensed child care facility
- Part-time child care opportunities for those self employed or working seasonally, allowing small businesses to be established in rural communities
- Access to fee subsidy funding and special needs resourcing services unavailable to families and children in unlicensed child care
- Reduced daily child care rates through the Canada-wide Early Learning and Child Care (CWELCC) system as the County of Renfrew Licensed Home Child Care Agency has opted-in as a licensed agency.

BY-LAWS

 Amendment to By-law 50-17- County of Renfrew New Licensed Home Agreement [Strategic Plan Goal #3 (b)] RESOLUTION NO. CS-CC-22-10-75

Moved by Chair

Seconded by Committee

THAT County Council approve that By-law No. 50-17 authorizing the County of Renfrew to enter into an agreement with Licensed Home Child Care service providers, be amended to enter into an agreement with the following providers:

• Kim Lair (Pembroke)

Background

Since 2018, the County of Renfrew has been licensed by the Ministry of Education to operate a Licensed Home Child Care Agency. Currently, there are six homes operating with 28 full-time children. One home resides in Arnprior, one is in Eganville, one is in Haley Station and three homes are in Pembroke.

All of which is respectfully submitted.

James Brose, Chair

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

BY-LAW NUMBER 123-22

A BY-LAW TO AMEND BY-LAW 50-17 - TO AUTHORIZE THE COUNTY OF RENFREW TO ENTER INTO AN AGREEMENT WITH LICENSED HOME CHILD CARE SERVICE PROVIDERS

WHEREAS on April 26, 2017, the Corporation of the County of Renfrew enacted By-law No. 50-17, being a By-law to authorize the County of Renfrew to enter into an agreement with Licensed Home Child Care service providers, as amended on August 30, 2017, February 28, 2018, May 30, 2018, September 26, 2018, February 27, 2019, March 27, 2019, August 25, 2021, November 24, 2021, May 25, 2022 and June 29th, 2022.

AND WHEREAS the County of Renfrew is the Consolidated Municipal Service Manager for Social Service Programs and responsible for child care services in the County of Renfrew;

AND WHEREAS the County of Renfrew has been approved by the Ministry of Education to operate a Licensed Home Child Care Agency within the Child Care and Early Years Division;

AND WHEREAS it is necessary to amend By-law No. 50-17 to include additional licensed home child care providers;

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

- 1. THAT the Warden and Clerk are hereby authorized to sign and seal all things, papers and documents necessary or incidental to the execution of this by-law.
- 2. THAT the Warden and Clerk are hereby authorized and instructed to enter into a service agreement with the following individual for the provision of child care in their homes:
 - Kim Lair
- 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.

DEBBIE ROBINSON, WARDEN

CRAIG KELLEY, CLERK

FUNDING AGREEMENT FOR LICENSED CHILD CARE

BETWEEN:

County of Renfrew Child Care Agency (the "Agency")

-and-

Kim Lair (the "Provider")

WHEREAS the Agency has been licensed by the Province of Ontario as a Home Child Care Agency under the *Child Care and Early Years Act*, 2014 (the "*Act*"), and is in a position to provide funding to the Provider;

AND WHEREAS the Provider is a child care provider as defined in the *Act* and has agreed to provide home child care as defined in the *Act*;

THEREFORE THE PARTIES agree as follows:

1. Definition

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

Other Definitions

"Agency Staff" means the staff of the Agency authorized to exercise the rights and perform the duties of the Agency under this Agreement.

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

"Home" means the premises at which the Provider is providing home child care services.

2. Status

The Agency and the Provider confirm that this is a funding agreement and they specifically deny any intention or agreement to be or to become agents, one for the other, or to create a partnership or other relationship whereby either would be held liable for any tortious, negligent, contractual or other acts, either of omission or commission, of the other party. Neither party shall have any authority to act for or to

assume or to incur any obligations or responsibilities on behalf of the other party unless specifically provided for in this Agreement. The parties specifically agree that this Agreement does not create an employer/employee relationship between the Agency and the Provider.

3. Term

- a) Unless otherwise provided herein, this Agreement shall remain in force from October 26, 2022, until it is superseded or replaced by a subsequent agreement in writing between the parties, or unless terminated in its entirety by either party by giving to the other party thirty (30) days advance written notice of such termination. In the event that this Agreement is terminated by either party, the Provider will refund forthwith to the Agency all monies advanced to it by the Agency which have not been expended by the Provider in accordance with this Agreement.
- b) Notwithstanding any other provision of this Agreement the Agency may immediately terminate this Agreement, in whole or in part, with respect to the provision of any particular service where the Agency, in its sole and unfettered discretion, determines that the health, welfare or safety of any child is at risk.

4. Program

- a) The Provider agrees to provide quality home child care services in accordance with relevant provincial legislation, the polices, guidelines and requirements of Canada, Ontario and the Agency's Child Care Policies and Procedures as amended from time to time, including, but not limited to the child care policies specific to the operation of the licensed Home. The Provider acknowledges that it has received and reviewed the Agency's Child Care Policies and Procedures.
- b) The Provider is not to provide care for more than six (6) children at any one time.
- c) The Provider shall not make private child care arrangements with families placed by the Agency. Should the Provider make such arrangements, the Agency shall be entitled to immediately terminate this Agreement.
- d) The Provider shall immediately provide written notification to the Agency that there is a risk of a temporary closure of the Home in order that the Agency be able to make alternate care arrangements for the children. The Provider shall immediately contact all parents/caregivers and the Agency in the event that the home will not be operating on any particular day or at any particular time during which it would ordinarily be operating.
- e) The Provider understands that if the Home is closed and therefore not operating on any particular day or at any particular time, there will be no funding from the

Agency. Likewise, if the Home is open but there are no children approved for placement in the Home, there shall be no funding provided by the Agency.

- f) The Provider shall participate in all training workshops recommended by the Agency.
- g) The Provider agrees to complete a First Aid course, as recommended by the Agency, within sixty days of the signing of this Agreement. The Provider further agrees to deliver to the Agency, immediately upon it becoming available, a certificate demonstrating completion of the First Aid course.
- h) The Provider shall create an inclusive child care setting which can accommodate children with special needs.
- i) The Provider shall return to the Agency all property, goods, acquisitions, and signage supplied by the Agency within 30 days of termination of this Agreement.
- j) In the event that the Provider ceases operations, it shall not dispose of any records related to the services provided for under this Agreement and shall immediately deliver those records to the Agency or, alternatively, immediately provide copies of those records to the Agency.

5. Payment

The Agency shall pay to the Provider, one month in arrears, for each approved child receiving child care services at the Home, an amount equal to the approved hourly rate multiplied the agreed upon hours, all as contained in the individual Resource Funding Agreement for each child.

6. Agency Access, Consultation and Recommendations

- a) In order to allow the Agency staff (as designated by the Agency) to observe and evaluate the services and inspect all records relating to the services provided pursuant to this Agreement, the Provider shall permit Agency Staff, during regular business hours of the Provider or at such other times as the Agency, in its sole discretion, may deem to be reasonable in the circumstances, to enter any premises used by the Provider in connection with the provision of the services pursuant to this Agreement;
- b) In order to allow the Agency to carry out such oversight of the provision of care to children at the Home, as may be deemed necessary by the Agency and, or the Province of Ontario, the Provider shall permit Agency Staff, during regular business hours of the Provider or at such other times as the Agency, in its sole discretion, may deem to be reasonable in the circumstances, to enter any premises used by the Provider;

- c) The Provider shall make available to the Agency all relevant financial records including but not limited to child attendance sheets or other reports Agency within 10 business days of such request made by the Agency. The Provider shall also allow the Agency to copy those records on site, or alternatively, allow for the removal of the aforementioned records by the Agency for the purpose of copying such records; and
- d) Once the Agency has obtained access to and has reviewed the aforementioned records, and has consulted with the Provider, all as described above, the Agency may make recommendations to the Provider with respect to any matters related to this Agreement, including proper accounting and oversight methods and procedures or any other matter that the Agency deems necessary. The Provider agrees to immediately implement and to abide by any such recommendations made by the Agency and to provide to the Agency such proof of implementation and compliance as may be required by the Agency.

7. Reports

The Provider shall prepare and submit to the Agency, within 5 days following the end of each calendar month in a year, a Monthly Expense/Statistical Report in the form and content of the template attached hereto as Schedule "A" reflecting actual monthly costs for the previous month. In addition to the foregoing the Provider shall:

- a) complete and maintain daily attendance records of staff and children which the Agency may inspect and audit from time to time as it sees fit as well as records of expenses incurred where funding is being provided by the County in connection with any particular child; and
- b) prepare and submit to the Agency, at any time upon request by the Agency, a comprehensive report, in a form and substance acceptable to the Agency, respecting the services being provided by the Provider, which services may include, services delivered in the preceding year.

8. Financial Reports

- a) The Agency may, at any time, request information from the Provider in connection with attendance and expense records and the Provider shall immediately provide that information and materials to the Agency.
- b) The Provider shall adhere to any additional financial reporting requirements in accordance with relevant provincial legislation, the polices, guidelines and requirements of Canada, Ontario and the Agency's Child Care Policies and Procedures as amended from time to time. The Provider acknowledges that it has received and reviewed the Agency's Child Care Policies and Procedures.

- c) The Provider shall prepare and submit annually, or at any time upon reasonable request, a financial report in such form and containing such information as the Agency may require.
- d) The Provider shall comply with the Agency's policies on the treatment of revenues and expenditures. The Provider acknowledges that it has received and reviewed these policies on the treatment of revenues and expenditures.

9. Confidentiality

The Provider will hold confidential and will not disclose or release to anyone, including any person, partnership, corporation or other entity, other than the Agency, at any time during or following the term of this Agreement, except where required by law, any information or document that tends to identify any individual in receipt of services without first obtaining the written consent of the individual or the individual's parent or guardian prior to the release or disclosure of such information or document.

10. Indemnification

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

11. Insurance

- a) The Provider will obtain and maintain in full force and effect during the term of this Agreement, general liability insurance acceptable to the Agency in an amount not less than two million dollars (\$2,000,000) per occurrence in respect of the services provided pursuant to this Agreement.
- b) The general liability insurance policy shall:
 - i. include the Agency as an additional insured;
 - ii. contain a cross-liability clause endorsement;
 - iii. contain a clause including liability arising out of the Agreement; and
 - iv. contain a provision that the Agency is to be notified by the insurer should the Provider fail to make the required premium payments and that the

policy shall not be terminated by the insurer until such notice has been provided to the Agency and the Agency has been afforded a reasonable time to arrange for the payment of the premiums.

c) The Provider shall provide to the Agency on or before January 31 of any calendar year proof that the above-noted insurance is in place and, in addition to this, shall, upon request of the Agency at any time, provide such proof of insurance to the Agency.

12. Freedom of Information

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

13. Human Rights Code

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

14. Severability

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

15. Governing Law

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

16. Laws

The Provider shall at all times comply with any and all applicable federal, provincial and municipal laws, by-laws, ordinances, statutes, rules, regulations and orders and policies and procedures in respect of the performance of this Agreement.

17. Notice

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

a)	То:	County of Renfrew, Child Care and Early Years Division 7 International Drive Pembroke, ON K8A 6W5 Attn: Manager, Child Care and Early Years Division
	Copy to:	County of Renfrew 7 International Drive Pembroke, ON K8A 6W5 Attn: Director, Community Services
b)	То:	Kim Lair 22 Robinson Lane Pembroke ON, K8A 7S1

or at such other address as may be furnished in writing from time to time by either party to the other. Any notice sent by registered mail shall be effective when received by the addressee.

18. Entire Agreement

The Provider and the Agency acknowledge that there are no covenants, representations, warranties, agreements or conditions expressed or implied, collateral or otherwise forming part of or in any way affecting or relating to this Agreement except as expressly set out in this Agreement and the Schedules annexed hereto and that this Agreement and the Schedules constitute the entire agreement between the Provider and the Agency.

19. Non-Waiver

No condoning, excusing or overlooking by the Agency of any default, breach or nonobservance by the Provider at any time or times in respect of any covenant, proviso or condition contained in this Agreement shall operate as a waiver of the Agencies rights hereunder in respect of any continuing or subsequent default, breach or nonobservance, or so as to defeat or effect in any way the rights of the Agency. No waiver shall be inferred from or implied by anything done or omitted to be done by the Agency save only by way of express waiver in writing.

20. Successors

This Agreement shall ensure to the benefit of and be binding upon the respective heirs, executors, administrators, permitted successors and assigns of the Provider.

21. Amendments

This Agreement can only be amended by written agreement signed by both parties.

For the convenience of the parties, this Agreement may be executed in counterpart and acceptance of this Agreement may be delivered electronically or by facsimile.

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

SIGNED, SEALED AND DELIVERED:

On the	day of	, 2022
	0	n Behalf of the County of Renfrew:
Witness - Cour	nty of Renfrew	Warden Debbie Robinson County of Renfrew
Witness - County of Renfrew		Craig Kelley, Chief Administrative Officer/Clerk County of Renfrew
	0	n Behalf of Kim Lair, Provider:
Witness Signat	ure	Signature
		**(Name and Position)
Witness Signat	ure	Signature
		**(Name and Position)

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



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Report to council

FCM's Board of Directors

September 13-15, 2022

This document summarizes key updates from the most recent meeting of the Board of Directors and Standing Committees of the Federation of Canadian Municipalities (FCM). It is designed to support board and committee members in reporting back to their local and regional councils on their progress with FCM.

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Message from FCM's president

Dear Board and committee members,

On the heels of the first in-person meeting of our newly constituted board, I want to say how energized I am by the discussions we held in Strathcona County. Sharing this time with all of you has been a powerful reminder of the strength of our united municipal voice.

During these few days together, we were able to lead important and sometimes difficult conversations about our priorities ahead of the new parliamentary session, whether it be the future of infrastructure, housing and homelessness or maintaining effective levels of police service. We see, more than ever, how important it is to have a seat at the decision-making table to drive progress with other orders of government.



We also adopted a groundbreaking anti-racism and equity statement, which will ground FCM culture, systems, policies and practices with an inclusive lens while also recognizing FCM's responsibility and opportunity to drive change throughout the country.

We came out of this meeting stronger.

And while we might not have agreed on all fronts, I know everyone on this Board cares about strengthening our voice, strengthening FCM and strengthening our communities. We make the world better, right where we live.

There is so much to do. As Board and committee members, you all play an important role in serving our members, and in keeping FCM strong. Thank you for your commitment. I know we will go further together.

Sincerely,

century/c

Taneen Rudyk FCM President Councillor, Town of Vegreville, AB



Committees & forums

FCM's Board of Directors oversees various committees and forums that provide direction and insight on a wide range of issues and priorities. Highlights from this hybrid meeting include:

Anti-Racism and Equity: The committee reviewed accomplishments achieved to date including, training sessions on Identity and Social Power, and Anti-Black Racism, and a vote to refer a resolution to the Board for the first time on the topic of Measures to Tackle Islamophobia. A significant milestone achieved was the development of an Anti-Racism and Equity Commitment Statement, which was being brought forward to the Board for consideration and adopted at the September 2022 meeting. The Committee discussed the updated workplan. Members shared their feedback and ideas on how best to advance the work collectively. As part of the work to increase awareness about the FCM and Statistics Canada partnership focused on supporting members to address data gaps, the committee received a presentation on the Disaggregated Data Action Plan Subsequently, FCM Staff presented FCM's recommendations to government on the National Adaptation Strategy and how anti-racism and equity considerations were applied when developing these recommendations.

Community Safety and Crime Prevention: Approved two expiring resolutions on safe supply for substance use disorder and medical cannabis production into standing FCM policy. Received a briefing on the national security implications of smart city technologies and their applications from the Canadian Security Intelligence Service (CSIS), including important considerations for municipal decision makers to mitigate cybersecurity threats in communities. Received a presentation on the status of community safety and well-being planning in Canada delivered by the Canadian Municipal Network on Crime Prevention.

Conference Planning: Received a staff update on FCM's Annual Conference, that was both in person in Regina and virtual, and discussed the success and challenges. The committee received planning reports on the Sustainable Communities Conference in Ottawa, February 8-10, 2023, and the Annual Conference in Toronto, May 25-28, 2023. Members voiced their enthusiasm for the opportunity to meet in-person again. The committee also recommended that the planned Board meeting in the City of Windsor for March 2022 be rescheduled to September 10-12, 2024.

Environmental Issues and Sustainable Development:

Received a staff update on FCM's recommendations for the National Adaptation Strategy (NAS). The committee recommended to the Board to adopt policy for action on reducing and eliminating toxic wastewater discharge from marine vessels and on supporting the consumption of Canadian oil and gas products during the transition to net zero GHG emissions by 2050. Received an update on FCM's Green Municipal Fund (GMF) and the Municipal Climate Innovation Program (MCIP) from the new Chair of the GMF Council. The City of Montreal presented highlights on the work it is doing to expand parks and protected areas, plant trees and use natural infrastructure to address climate change.

International Relations: Received updates on FCM's three current international projects, in Jordan, Tunisia and a multicountry project headquartered in Ghana. Heard about FCM's pipeline for project renewals and potential new initiatives and partnerships, including regional projects in the Middle East and ones that would build on FCM's climate change and gender expertise. FCM President Taneen Rudyk explained FCM's role in the United Cities and Local Governments (UCLG) network. She noted that, along with CEO Carole Saab, she attended their last meeting in Barcelona, Spain, and will also take part in the next one this fall in South Korea. Staff presented a summary of UCLG's recent Paper on Decentralized Cooperation, a roadmap to better coordination among local governments for more effective aid design and delivery. Finally, an overview of the international unit's strategic framework was also presented, to which the committee will be invited to provide more feedback.

Member Relations Committee: Received updates on the plans for the 2023-24 membership recruitment and retention campaign that will be launched with invoices to CAOs sent through FCM portal on December 1. Received a confirmation that FCM surpassed its targets for membership for the 2021-22 year.

Municipal Finance and Intergovernmental Arrangements:

Received two reports pertaining to the evolving role of municipalities within the Canadian Federation. The first was from Alberta Municipalities on their research to explore the Future of Municipal Government within their province. The second presentation was from the City of Vancouver on their implementation of the United Nations's Declaration of the Rights of Indigenous Peoples. Both presentations fostered engaging discussions on how the approaches being taken in Alberta and Vancouver could be replicated in communities across Canada.

Municipal Infrastructure and Transportation Policy:

Discussed the serious impact of inflation on current and future municipal infrastructure projects. The committee directed staff to prepare a submission to Infrastructure Canada on the design of its next round of infrastructure and transit investments based on priorities and program design considerations outlined by staff. The committee heard a presentation from researchers on Understanding and Meeting Women's Transit Needs in Canada.

Northern and Remote Forum: Discussed northern and remote infrastructure needs and priorities, and if the infrastructure deficit in the North requires special additional investment through a mechanism like the Canada Community-Building Fund. Received an update from FCM staff on FCM's housing advocacy, including updates on Budget 2022, Reaching Home, the Rapid Housing Initiative and the Housing Accelerator Fund. Discussed the unique housing supply challenges in Northern and Remote Canada, the innovative solutions led by municipalities in the North, as well as what FCM can do to continue to support northern and remote members to advocate for better housing solutions.

Rural Forum: Discussed rural communities' infrastructure priorities, including water and wastewater, roads and bridges and broadband, as well as the need for more streamlined, less onerous application processes to allow

small communities with limited capacity to participate in infrastructure funding opportunities. This is to inform FCM's recommendations to Infrastructure Canada on the future of federal infrastructure programming. Forum members also raised concerns about the lack of mental health and addiction services in rural communities.

Social-Economic Development: Received an update from FCM staff concerning the Housing Accelerator Fund, the Rapid Housing Initiative, homelessness encampments, and other housing and homelessness advocacy areas. Received two presentations, one from GMF's Sustainable Affordable Housing team on incentivizing deep energy retrofits and netzero new builds in social and affordable housing. The second was done by the Canadian Housing and Renewal Association's Indigenous Caucus on their role and mandate and best practices in Indigenous housing initiatives across Canada. Approved the incorporation of an expiring resolution on supporting municipalities in addressing homelessness into standing policy. Considered two new resolutions on the National licensure for healthcare professionals and on exempting income on secondary suites.

Women's Participation in Municipal Government: Received an update on the CanWILL program and relevant international programming and discussed the need for the exchange of tools, expertise and resources for elected officials and municipal staff to learn about ways to advance an intersectional approach within their local governments in support of women's political participation, gender equity and overall inclusion within local governments and municipal services. FCM's Inclusive Municipal Governance Resource Library was discussed as a response to this need. The committee discussed bringing forward a recommendation on the rise of violence and incivility within municipal politics. A request for a broader conversation among Board members on this specific topic to better understand its impacts and realities was made. The committee also engaged on other topics like the upcoming Men's Allyship training offered through the CanWILL project.

Resolutions

FCM members submit resolutions for the Board's consideration on subjects of national municipal interest:

Encourage the Transition towards Carbon Neutrality by 2050 through Federal Support for Canadian Consumption of Canadian Oil and Gas Resources:

This resolution calls on the federal government to promote and encourage the consumption of Canadian oil and gas products over the use of energy products imported from other countries as Canada transitions to net zero emissions by 2050. It also calls on the federal government to support a policy that all oil and gas imported and consumed in Canada meet the same stringent environmental, governance and social standards that Canadian oil and gas producers must adhere to, in line with transitioning to net-zero GHG emissions by 2050.

Measures to Tackle Islamophobia: This resolution calls on FCM encourage members to endorse the municipal recommendations to address Islamophobia advanced by the National Council of Canadian Muslims. Scrubber Discharge: This resolution calls on the federal government to take action to reduce pollution caused by toxic wastewater discharges from vessels using exhaust gas cleaning systems, also known as scrubbers, in Canadian waters.

Aerodrome Approvals Changes: This resolution calls on the federal government to review and update the *Canadian Aviation Regulations* for the purpose of ensuring municipalities are consulted directly by Transport Canada during the process of approving or expanding aerodromes, and that departmental staff give regard to local land-use policies and environmental protections when assessing whether a proposal is "in the public interest".

FCM resolutions database:

https://fcm.ca/en/about-fcm/corporateresources/fcm-resolutions

Key points to share

- FCM's member-elected Board of Directors met this September 13-15. As Canada's 44th Parliament is about to resume its work in Ottawa, municipal leaders from coast to coast to coast gathered in Strathcona County, Alberta, to discuss these priorities ahead of the next parliamentary session.
- Our country is still dealing with the lingering effects of the COVID-19 pandemic, and Canadians are faced with many challenges that threaten their quality of life.
- From the housing and homelessness crises to the rapidly rising cost of living—from the fallout of increasingly frequent and extreme weather events to ensuring the safety of our communities by maintaining effective levels of police service—these challenges are complex and multifaceted.
- Infrastructure was at the heart of these discussions. Renewing Canada's infrastructure approach is a vital step in strengthening communities of all sizes—and it is critical that the future of national infrastructure programming reflects the unique conditions of communities large and small across Canada.
- The FCM Board also discussed the increasing impacts of **extreme weather** and the need for better local preparedness. That work has been captured in the recent release of FCM's recommendations for the National Adaptation Strategy.
- The Board reiterated FCM's call for the federal government to absorb the retroactive costs stemming from the latest RCMP bargaining agreement, and ensure municipalities are involved in future negotiations.

- Board Directors heard from their peers who are generating creative solutions to Canada's housing affordability and homelessness crisis. Boosting the right kind of affordable housing supply in Canada is a crucial quality of life mission, and local governments are the key to driving progress towards our shared goal of ending chronic homelessness.
- The FCM Board adopted an Anti-Racism and Equity Commitment Statement recognizing FCM's responsibility and opportunity to drive change as a national federation. The statement commits FCM to grounding its culture, systems, policies and practices in an anti-racism and equity lens to challenge issues of race and correct inequities as we strive to improve lives in communities across Canada.
- Board members considered resolutions calling for federal action on key priorities. Those include encouraging the transition towards carbon neutrality by 2050 through federal support for Canadian consumption of Canadian oil and gas resources; taking action to reduce pollution caused by wastewater discharges from vessels using exhaust gas cleaning systems; updating federal regulations to ensure municipalities are consulted in the process for aerodrome approvals; encouraging members to endorse the municipal recommendations to address Islamophobia advanced by the National Council of Canadian Muslims.

BY-LAW NUMBER 124-22

A BY-LAW TO CONFIRM THE PROCEEDINGS OF THE COUNCIL OF THE COUNTY OF RENFREW AT THE MEETING HELD ON OCTOBER 26, 2022

WHEREAS Subsection 5(1) of the *Municipal Act, 2001, S.O. 2001, Chapter 25*, as amended, provides that the powers of a municipal corporation are to be exercised by its Council;

AND WHEREAS Subsection 5(3) of the said Municipal Act provides that the powers of every Council are to be exercised by by-law;

AND WHEREAS it is deemed expedient that the proceedings of the Council of the County of Renfrew at this meeting be confirmed and adopted by by-law;

THEREFORE the Council of the County of Renfrew enacts as follows:

- 1. The action of the Council of the County of Renfrew in respect of each motion and resolution passed and other action taken by the Council of the County of Renfrew at this meeting is hereby adopted and confirmed as if all such proceedings were expressly embodied in this by-law.
- 2. The Warden and the appropriate officials of the County of Renfrew are hereby authorized and directed to do all things necessary to give effect to the action of the Council of the County of Renfrew referred to in the preceding section.
- 3. The Warden, and the Clerk, or in the absence of the Clerk the Deputy Clerk, are authorized and directed to execute all documents necessary in that behalf and to affix thereto the corporate seal of the County of Renfrew.
- 4. That this By-law shall come into force and take effect upon the passing thereof.

READ a first time this 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.