



## DEVELOPMENT AND PROPERTY COMMITTEE

Tuesday, June 13, 2023 – 9:30 a.m.

Township of McNab/Braeside Municipal Office, 2473 Russett Drive, Arnprior, Ontario

### AGENDA

1. Call to order.
2. Land Acknowledgement.
3. Roll call.
4. Disclosure of pecuniary interest and general nature thereof.
5. Adoption of minutes of previous meeting held on May 16, 2023 (attached).
6. Delegations:
  - a) 9:30 a.m. – Ben Seaman, President of Convergence and Founder/CEO, Riverwood Acoustics
  - b) 9:45 a.m. – Colin Kearney, Owner/President, Inter Aero Inc.
7. Development and Property Page
  - a) Department Report 2
  - b) Economic Development Division Report 8
  - c) Ottawa Valley Tourist Association Report 12
  - d) Enterprise Renfrew County Report 13
  - e) Forestry Report 16
  - f) Real Estate Division Report 19
  - g) Planning Services Division Report 42
8. New Business.
9. Closed Meeting to discuss a subject to solicitor-client privilege, including communications necessary for that purpose (Property Purchase).
10. Date of next meeting (Tuesday, August 15, 2023) and adjournment.

**NOTE: a) County Council: Wednesday, June 28, 2023.**

- b) Submissions received from the public, either orally or in writing may become part of the public record.

**COUNTY OF RENFREW**  
**DEVELOPMENT AND PROPERTY DEPARTMENT REPORT**

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**TO:** Development and Property Committee  
**FROM:** Jason Davis, Director of Development and Property  
**DATE:** June 13, 2023  
**SUBJECT:** Department Report

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**INFORMATION**

**1. Residential Market Activity**

Attached as Appendix I is the Residential Market Activity summary for the County of Renfrew for May 2023. This summary provides sales activity within the County compared to previous years as well as a five-year average.

**2. Algonquin Provincial Park Investment**

Attached as Appendix II is correspondence from MPP John Yakabuski, Renfrew-Nipissing-Pembroke advising that Algonquin Provincial Park will be benefiting from more than \$3,386,000 in investments from the Provincial government to build, maintain and revitalize infrastructure. As well, Driftwood Provincial Park will be receiving \$1.5 million to upgrade its water treatment plant.

**RESOLUTIONS**

**3. Business Case – Real Estate Division**

**Recommendation:** THAT the Development and Property Committee recommends that County Council approves the transition of the Building Infrastructure Coordinator within the Real Estate Division of the Development and Property Department from the one-year contract to full time permanent in Group 6 (\$36.83-\$41.45) of the Salary Grid in Employment By-law #1 with benefits; AND FURTHER THAT the Finance and Administration Committee be so informed.

**Background**

Attached as Appendix III is a business case to move the Building Infrastructure Coordinator position with the Real Estate Division (one-year contract) to full time permanent with benefits.

4. **Economic Development Division**

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

5. **Ottawa Valley Tourist Association**

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

6. **Enterprise Renfrew County**

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

7. **Forestry**

Attached as Appendix VII is the Forestry Report, prepared by Ms. Lacey Rose, County Forester, providing an update on activities.

8. **Real Estate Division**

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

9. **Planning Division**

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

Residential Market Activity Report										
Month of May										
AREA	TWP	Sales Activity		%	5 Year	Average Price		%	5 Year	Average
		2023	2022			2023	2022			DOM
541	Admaston/Bromley	2	2	0.0%	1.8	477,550	556,250	-14.1%	405,760	15.5
550	Arnprior	21	16	31.3%	19.8	490,924	521,500	-5.9%	430,727	16.6
581	Beachburg	1	5	-80.0%	3.6	340,000	621,980	-45.3%	349,702	4
572	Brudenell/Lyndoch/Raglan	1	3	-66.7%	1.4	270,000	615,000	-56.1%	398,750	30
511	Chalk River	7	7	0.0%	9.8	411,622	410,286	0.3%	303,966	28.7
582	Cobden	4	2	100.0%	2.8	412,322	382,000	7.9%	347,423	137.8
510	Deep River	11	5	120.0%	13.2	413,917	450,980	-8.2%	311,626	50.7
560	Eganville/Bonnechere	8	5	60.0%	8	424,375	358,420	18.4%	268,704	90.1
542	Great Madawaska Twp	8	6	33.3%	6.8	704,838	937,333	-24.8%	501,993	53.5
512	Head Twps	0	0		0.4	-	-		439,000	0
544	Horton Twp	7	5	40.0%	6.2	462,814	364,000	27.1%	388,145	26.4
571	Killaloe/Round Lake	3	4	-25.0%	3.8	559,000	482,250	15.9%	384,891	52.7
513	Laurentian Hills North	1	1	0.0%	1	330,000	310,000	6.5%	303,433	44
531	Laurentian Valley Twps	13	13	0.0%	14.6	450,746	440,831	2.2%	370,368	22.2
570	Madawaska Valley	7	7	0.0%	7.6	541,429	505,486	7.1%	386,854	25.7
551	McNab/Braeside Twps	21	14	50.0%	12.8	559,829	726,357	-22.9%	548,811	49.7
561	N Algona/Wilberforce Twp	1	2	-50.0%	4.6	890,000	392,500	126.8%	475,067	31
530	Pembroke	27	33	-18.2%	29.8	371,857	324,015	14.8%	275,005	35.7
520	Petawawa	52	53	-1.9%	74	485,028	489,803	-1.0%	409,215	47
540	Renfrew	11	12	-8.3%	13	337,091	372,417	-9.5%	311,193	29
580	Whitewater Region	6	5	20.0%	7.2	423,167	402,600	5.1%	318,593	24.3
Total		212	200	6.0%		\$ 467,185	\$ 475,900	-1.8%	355,851	40.90

Year - To - Date										
AREA	TWP	Sales Activity		%	5 Year	Average Price		%	5 Year	Average
		2023	2022			2023	2022			DOM
541	Admaston/Bromley	6	11	-45.5%	10	591,100	594,923	-0.6%	416,366	21.8
550	Arnprior	62	110	-43.6%	81	482,598	587,900	-17.9%	441,620	35.8
581	Beachburg	4	17	-76.5%	11.8	468,249	428,171	9.4%	402,423	21.5
572	Brudenell/Lyndoch/Raglan	3	8	-62.5%	5.4	381,667	573,125	-33.4%	367,713	74.3
511	Chalk River	20	26	-23.1%	26.6	352,493	366,704	-3.9%	277,259	59.6
582	Cobden	7	12	-41.7%	11	386,041	462,211	-16.5%	308,361	86.9
510	Deep River	31	29	6.9%	41.2	349,945	435,331	-19.6%	293,818	43.6
560	Eganville/Bonnechere	19	26	-26.9%	24.8	412,898	416,500	-0.9%	296,866	66.2
542	Great Madawaska Twp	16	19	-15.8%	20.8	603,325	836,732	-27.9%	536,165	60.9
512	Head Twps	2	2	0.0%	2.2	378,000	722,500	-47.7%	372,575	131
544	Horton Twp	13	13	0.0%	16.4	394,362	529,600	-25.5%	436,287	31
571	Killaloe/Round Lake	14	13	7.7%	11.8	431,357	507,500	-15.0%	360,117	83
513	Laurentian Hills North	2	1	100.0%	2.2	522,500	310,000	68.5%	315,660	58
531	Laurentian Valley Twps	36	44	-18.2%	50.2	450,370	474,041	-5.0%	373,518	46.6
570	Madawaska Valley	18	33	-45.5%	27.2	424,250	471,000	-9.9%	372,689	76
551	McNab/Braeside Twps	37	36	2.8%	38	573,365	660,500	-13.2%	524,292	71.5
561	N Algona/Wilberforce Twp	13	19	-31.6%	17	483,794	515,579	-6.2%	412,135	31.8
530	Pembroke	98	117	-16.2%	114.2	324,387	343,000	-5.4%	268,090	34.5
520	Petawawa	136	215	-36.7%	216.6	478,442	513,500	-6.8%	405,937	30.3
540	Renfrew	26	46	-43.5%	43	365,154	413,000	-11.6%	317,148	38.8
580	Westmeath Twp	18	25	-28.0%	24.2	476,156	478,587	-0.5%	380,687	26.1
Total		581	822	-29.3%		\$ 436,880	\$ 492,000	-11.2%	374,117	43.1

MLS® Residential Market Activity	May 2023	Compared to		
		May-22	May-21	May-20
New Listings	328	10.10%	5.80%	18.80%
Active Listings	414	83.20%	52.80%	-17%

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

**Constituency Office:**  
84 Isabella St., Unit 6 Pembroke, ON K8A 5S5  
Tel: 613-735-6627 • TF: 1-800-267-2515  
Fax: 613-735-6692  
Email: [john.yakabuskico@pc.ola.org](mailto:john.yakabuskico@pc.ola.org)  
Website: [www.johnyakabuski.com](http://www.johnyakabuski.com)

May 22nd, 2023



Mr. Peter Emon, Warden  
County of Renfrew  
9 International Drive  
Pembroke, ON  
K8A 6W5

  
Dear Mr. Emon:

*It is my pleasure to inform you that Algonquin Provincial Park which includes a number of municipalities, bordered by the County of Renfrew, will benefit from more than \$3,386,000 in investments by the provincial government to build, maintain and revitalize infrastructure including more roofed accommodations and bridges, increased overnight camping and revitalizing the infrastructure in the park.*

*Driftwood Provincial Park which includes the County of Renfrew and Township of Head, Clara and Maria, is getting \$1.5 million for upgrades to its water treatment plant.*

*It gives me great pleasure to inform County Council of these upgrades that will make our neighbouring provincial parks even more attractive to visit.*

Sincerely,



John Yakabuski, MPP  
Renfrew-Nipissing-Pembroke+



## BUSINESS CASE - STAFFING REPORT

Date: **May, 2023**

Department: **Development and Property**

Report Prepared by: **Kevin Raddatz**

<b>PROPOSAL</b>	To move the Building Infrastructure Coordinator position (one-year contract) to full time permanent with benefits.
<b>POSITIONS</b> Union <input type="checkbox"/> Non-Union <input checked="" type="checkbox"/>	Building Infrastructure Coordinator
<b>SUMMARY</b> <ul style="list-style-type: none"> <li>• <b>Background</b></li> <li>• <b>Discussion</b></li> </ul>	<p><b>Background</b></p> <p>In May 2022 a business case was initiated to hire an Infrastructure Coordinator on a one-year contract, funded to the end of the year to assist and support the Real Estate Division in the Renfrew County Housing portfolio in order to ensure long-term viability through building upgrades and completion of capital projects. The recruiting process started in June and a successful candidate was hired on a fixed-term basis commencing on September 26, 2022, and expiring on September 29, 2023.</p> <p><b>Discussion</b></p> <p>Currently the Renfrew County Housing Corporation portfolio includes 1,020 units in the County of Renfrew consisting of duplexes, row houses and apartment type units totalling more than of 1.2 million sq ft. Due to aging infrastructure, Renfrew County Housing Corporation (RCHC) is currently dealing annually with an increased volume of capital projects, in addition to scheduled construction in 2023 of new housing units in Pembroke. The combined projects in 2023 will exceed \$8 million.</p> <p>Reporting to the Manager of Real Estate and in consultation with the Supervisor of Technical Services and the Operations Coordinator, the Building Infrastructure Coordinator is responsible to coordinate and undertake the following:</p> <ul style="list-style-type: none"> <li>• Infrastructure projects and studies using in house and outsourced technical and engineering resources.</li> <li>• Review and work with Administrative Assistant confirming submission of proper documentation.</li> <li>• Prepare engineering designs, contract documents and engineering studies for capital works projects.</li> <li>• Contract administration and routine inspection duties on projects.</li> </ul>

	<ul style="list-style-type: none"> <li>• Initiate studies, prepare designs, tender contracts and supervise construction activities for assigned projects.</li> <li>• Prepare various draft reports and program summaries to document the progress of the projects.</li> <li>• Engage in the contracting and tendering process for all non-recurring projects and for major recurring contracts, such as preventative maintenance contracts; ensure contractors are notified of upcoming tender calls and requests for proposals or quotations; respond to contractor enquiries regarding scopes of work and/or the contracting process.</li> <li>• Follow-up on repairs to ensure compliance with plan specifications and rectifying project deficiencies.</li> <li>• Consult with the various authorities having jurisdiction.</li> </ul> <p>With the ongoing increase of both capital projects and day-to-day maintenance within the aging RCHC portfolio, there is a significant challenge to maintain an efficient and satisfactory service delivery without adequate staffing levels. The Building Infrastructure Coordinator position plays a key role in contributing to success in the Development and Property Department.</p> <p>The County of Renfrew was pleased to receive news from the Ontario government that funding for the Homelessness Prevention Program would be increased from \$1,785,700 during 2022-23 to \$3,569,200 for 2023-24 and the next two fiscal years following that. The funding increase will help to provide additional rent affordability and homelessness prevention supports through existing County of Renfrew programs including, Strong Communities Rent Supplement Program, Rent Allowance Program, Emergency Minor Home Repairs Program, and Emergency Housing Assistance.</p>
<b>RECOMMENDATION</b>	THAT the Development and Property Committee recommends that County Council approves the transition of the Building Infrastructure Coordinator from the one-year contract to full time permanent with benefits in Group 6 (\$36.83-\$41.45) of the Salary Grid in Employment By-law #1.
<b>FINANCIAL CONSIDERATIONS</b>	There will be an increased annual staffing expense of \$14,957 and this additional expense will be covered by additional revenues from Homelessness Prevention Program administration allocation.

**ECONOMIC DEVELOPMENT DIVISION REPORT**

Prepared by: Melissa Marquardt, Manager of Economic Development

Prepared for: Development and Property Committee

June 13, 2023

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**INFORMATION****1. 2023 Local Food Report**

Attached as Appendix ED-I is a letter from the Honourable Lisa Thompson, Minister of Agriculture, Food and Rural Affairs announcing the start of Local Food Week on June 5, 2023 and the release of the 2023 Local Food Report. The [Local Food Report](#) outlines the importance of the food economy to Ontario and its \$47 million contribution in gross domestic product.

**2. Grow Ontario Market Initiative**

The Ontario Ministry of Agriculture, Food and Rural Affairs has opened applications for the [Grow Ontario Market Initiative](#) in support of agri-food businesses and industry organizations looking to expand markets for Ontario food products.

The fund will support eligible agri-food producers, processors and industry organizations with cost-share opportunities for the implementation of domestic or export market activities, including:

- analysis and planning for new export and domestic market opportunities;
- implementation of new export and domestic marketing activities;
- development of new products that meet market opportunities.

Under the Grow Ontario Market Initiative, applicants can receive up to 50% cost share for eligible costs, to a maximum of \$60,000 for producers and processors, and up to \$125,000 for industry organizations.

More information, including eligibility criteria and how to apply can be found at the [Grow Ontario Market Initiative](#) website. There is no application deadline, but the intake is subject to the availability of funding allocated to the initiative. The intake will close once all funds are allocated. Staff will be reaching out to this sector with this information.

**3. Ontario East Economic Development Commission Quarterly Meeting**

County of Renfrew Economic Development staff attended the Ontario East Economic Development Commission's Quarterly Meeting in Lindsay on June 2, 2023. The meeting



provided an opportunity to network with Eastern Ontario economic development colleagues and hear updates from provincial and federal ministry advisors, including:

- a) FedDev Ontario
  - i. \$108M tourism funding program expected to launch in the Fall 2023.
  - ii. Creation of a new federal tourism strategy.
  - iii. Announcement of the Indigenous Community Fund to support Indigenous businesses and organizations.
  - iv. Introduction of new regional advisors.
- b) Ontario Centre for Innovation – New interactive map showing investment projects across Ontario.
- c) Invest Ontario – Focus on advanced manufacturing, life sciences and technology.
- d) Invest in Canada – Focus on agri-technologies, advanced manufacturing, cleantech, EV supply chain, life sciences.

#### 4. **Business Outreach**

In collaboration with Regional Advisors from the Ontario Ministry of Economic Development, Job Creation and Trade (MEDJCT) and the National Research Council of Canada's Industrial Research Assistance Program (NRC IRAP), Economic Development staff recently participated in outreach meetings with [St. Francis Herb Farm](#) and [Bubble Technology Industries](#).

The purpose of these meetings was to learn more about the business, including key challenges and opportunities, growth and expansion plans, workforce development and areas of support.

Ministry of Agriculture,  
Food and Rural Affairs

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

Office of the Minister

Bureau du ministre

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

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



Ontario

June 7, 2023

Peter Emon  
Chair  
Eastern Ontario Warden's Caucus  
ckelley@countyofrenfrew.on.ca

Dear Peter:

As you know, June 5th marked the beginning of Local Food Week. Local Food Week is an opportunity to celebrate all the amazing things that are grown and produced in Ontario.

More than 83 per cent of consumers say that they plan to purchase Ontario food when making their purchase decisions and half of shoppers say that they use Ontario food in at least one meal a day when making meals at home.

We know that Ontario food wouldn't be possible without people like you. Farmers, food processors, distributors, retailers and consumers are an integral part of our local food system. When Ontarians purchase what is grown and made right here at home, they are supporting our farmers and our communities in strengthening our local food system. I truly hope, with every purchase you feel a sense of pride and accomplishment.

I'm pleased to unveil the 2023 Local Food Report which highlights Ontario businesses and organizations that are contributing to the resiliency and growth of the local food supply chain across the province. Communities across Ontario depend on the 750,000 jobs created by the agri-food sector ranging from farmers to food processors, distributors and retailers, and we all benefit from the \$47.6 billion it contributes to the provincial economy. To view the 2023 Local Food Report please see the following link:  
<https://www.ontario.ca/page/ontarios-local-food-report-2023-edition>

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Good things grow in Ontario  
À bonne terre, bons produits

Ministry Headquarters: 1 Stone Road West, Guelph, Ontario N1G 4Y2  
Bureau principal du ministère: 1, rue Stone ouest, Guelph (Ontario) N1G 4Y2

This Local Food Week I encourage everyone to continue to share, promote and engage with the people who contribute so greatly to our economy and our communities.

I would also like to extend my sincere thanks to everyone along the value chain for all your hard work and dedication to ensuring Ontario is able to produce the nutritious and delicious products we are all accustomed to.

Please accept my best wishes for a successful week of events and my thanks for your contribution throughout the year.

Sincerely,

A handwritten signature in black ink that reads "Lisa M. Thompson". The signature is fluid and cursive, with the first name "Lisa" and last name "Thompson" clearly distinguishable.

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

**Did you know about the Farmers' Wellness Initiative?**

- Your mental health is important! If you're a farmer or a member of a farm family and in need of mental health support, please call 1-866-267-6255 and arrange to speak with a professional today.
- For additional resources visit: <https://farmerwellnessinitiative.ca/>.

## OTTAWA VALLEY TOURIST ASSOCIATION REPORT

Prepared by: Melissa Marquardt, Manager of Economic Development

Prepared for: Development and Property Committee

June 13, 2023

### INFORMATION

#### 1. **Ottawa Valley Tourist Association Board Elects New Officers**

The Ottawa Valley Tourist Association (OVTA) Board of Directors elected the Chair and Vice Chair for the 2023-24 term at their June 5, 2023 Board meeting. Lauren McIlffaterick of Heliconia is the Chair and Meghan James of Somewhere Inn Calabogie is the Vice Chair.

#### 2. **Culinary Tourism Readiness Workshop**

A Culinary Tourism Readiness workshop was held on May 9 in the Township of McNab/Braeside. A group of 15 tourism operators, food producers and community leaders heard from the Culinary Tourism Alliance and OVTA staff about the importance of culinary tourism and how to ensure their business is market-ready for the start of the summer tourism season. Participants were provided with resources, tools and a checklist to help guide the process for becoming market-ready and ensuring future success.

#### 3. **GreenStep Sustainable Tourism Accreditation**

The OVTA is pleased to announce the following businesses have received their Sustainable Tourism Certification from [GreenStep Solutions](#).

- Algonquin Fly Fishing (Petawawa)
- Anupaya Cabin Co. (Deep River)
- Madawaska Kanu Centre (Barry's Bay)
- OWL Rafting (Foresters Falls)
- Somewhere Inn Calabogie (Calabogie)

GreenStep's Sustainable Tourism Program helps tourism businesses and destinations measure and improve sustainability performance through assessments and certification programs designed specifically for the tourism and hospitality sector. Tourism businesses and destinations can identify gaps, set goals, create action plans, access support and pursue certification.

Regionally, the Sustainable Tourism Certification program is financially supported by the Ontario's Highlands Tourism Organization (OHTO) and promoted by destination partners including the OVTA. The deadline for local businesses and destinations to have the cost of certification covered by OHTO is October 1, 2023. Businesses are responsible for covering the cost of re-certification after year one.

**ENTERPRISE RENFREW COUNTY REPORT**

Prepared by: Melissa Marquardt, Manager of Economic Development

Prepared for: Development and Property Committee

June 13, 2023

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**INFORMATION****1. Letter from John Yakabuski, MPP**

Attached as Appendix ERC-I is a letter received from MPP John Yakabuski, Renfrew-Nipissing-Pembroke regarding the Enterprise Renfrew County's financial contribution from the Province of Ontario for the 2023-24 fiscal year.

**2. Workshops**

The Enterprise Renfrew County hosted two virtual workshops in May including Copyrights with the Canadian Intellectual Property Office and Mental Health with the Workplace Safety Prevention Services with a total of 31 participants.

**3. Success Story: Jenny Blake of Soups for Good**

Through consultation support services, Enterprise Renfrew County is pleased to announce that local entrepreneur Jenny Blake, who operates [Soups for Good](#) in Killaloe, has been accepted into the [Circular Opportunity Innovation Launchpad \(COIL\) program](#).

The COIL program is an innovative platform and activation network aimed at creating, proving and scaling transformative solutions that will move Canada towards a more sustainable, circular economy. The program is currently focussing on assisting food entrepreneurs.

Through the program, Soups for Good has received a \$3,000 grant to help grow its socially motivated business which in turn supports local food banks across Renfrew County.

**4. 2023 Summer Company Participants**

The Summer Company program has five participants enrolled for the 2023 season, including:

- **Daniel Pomery – 3D Directions, Chalk River**  
3D printing business selling small items such as fidget spinners, figurines and custom orders.

- **Grace Ding – Aster’s Boutique, Deep River**  
Jewelry and sewing business, including wrap wire jewelry (rings, earrings, necklaces, bracelets) and small sewing services (minor repairs, buttons and hems).
- **Arden Miller – Arden Miller Studios, Chalk River**  
Custom paint pieces and hand painted items, including tote bags.
- **Amber Gilchrist – Charms and Trinkets, Pembroke**  
Pottery business offering handcrafted mugs, bowls and vases.
- **Logan Stuart – Viking Metal Works, Eganville**  
Junior blacksmith offering hooks, hangers, BBQ accessories and cooking utensils.

As all 2023 participants are high school students, business operations will commence the first week of July following the end of the school year. Students will be promoting their businesses online and at local vendor shows and youth markets throughout the summer.

Throughout the month of June, students will be completing 12 hours of training related to marketing, customer relations, time management, bookkeeping and financial management. Participants will each receive a \$1,500 grant to assist with business start-up costs, including equipment purchase, setting up online platforms, etc.

To successfully complete the program and receive a second grant of \$1,500, students must log 280 operational hours, complete training, attend bi-weekly meetings and provide proof of sales. Participants also have access to local mentors for on-going support and guidance.

The program wraps up on September 1, 2023.



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

**Constituency Office:**  
84 Isabella St., Unit 6 Pembroke, ON K8A 5S5  
Tel: 613-735-6627 • TF: 1-800-267-2515  
Fax: 613-735-6692  
Email: john.yakabuskico@pc.ola.org  
Website: www.johnyakabuski.com

*May 12<sup>th</sup>, 2023*

*Ms. Heather Inwood-Montrose  
Small Business Advisor  
Enterprise Renfrew County  
9 International Drive  
Pembroke, ON K8A 6W5*

*Dear Ms. Inwood-Montrose:*

*I would like to express my congratulations to Enterprise Renfrew County for successfully receiving \$236,097 in funding from the Province of Ontario for this fiscal year.*

*The Small Business Enterprise Centres offer entrepreneurs all the tools and guidance they require to start, and grow, their business. This includes providing training and mentorship, market intelligence and connections to resources and funding partners.*

*By fulfilling your mandate to encourage and contribute to the enterprising spirit and economic development of the County, you perform a crucial role in our present and future growth.*

*Sincerely,*

*John Yakabuski, MPP  
Renfrew-Nipissing-Pembroke*

**FORESTRY REPORT**

Prepared by: Lacey Rose, County Forester  
 Prepared for: Development and Property Committee  
 June 13, 2023

**INFORMATION****1. Staffing Update**

We are pleased to welcome Jacob Wakelin who joined the County of Renfrew Forestry Division on May 23 as the new Forestry Technician. Jacob brings diverse experience from the Algonquin Forestry Authority, Natural Resources Canada, forestry in an urban environment and even time as a German language instructor at the University of Toronto.

**2. Forestry Activity**

Below is the Forestry Activity Tracker information from January to May 2023:

Summary	County Forester Hours	County Forester %	Forestry Tech. Hours	Forestry Tech. %
Management of County Forests	513	76	45	7
Industry Support	2	0	0	0
Species at Risk	0	0	0	0
GIS	N/A	N/A	0	0
Municipal Support	0	0	0	0
Education & Public/Forest Health	25	4	1	1
Meeting/Conference/Workshop	92	14	0	0
Admin/Other	45	7	3	2
<b>Total</b>	<b>677</b>	<b>100</b>	<b>49</b>	<b>10</b>

**3. Outreach Activities**

- a) On May 17, 45 students from Opeongo High School were given a tour of the recent harvest operation and other features at Beachburg Tract.
- b) The County Forester attended the monthly meeting of the Board of the Shaw Woods Outdoor Education Centre (SWOEC), along with Chair Brose. Highlights include:
  - i. Discussion about creating an accessible trail.
  - ii. Discussion regarding an attempted but unsuccessful break in at the Shanty.
  - iii. To date, more than 3,100 students have visited the site for educational programs from the three school boards this year.
  - iv. The cost of bussing continues to be a barrier in attendance and although there is a bussing subsidy available, challenges still exist--particularly for schools that are a greater distance from SWOEC.



- c) On May 31, a presentation about forestry and careers in Renfrew County was delivered to two grade 7 classes at Cobden Public District School.
- d) A [podcast](#) recorded in January with the Mass Timber Institute was released on June 1. Using forestry in Renfrew County and Ontario as examples, the episode investigates where the wood used in mass timber comes from in Canada, how foresters play a part in ensuring this wood supply is sustainable, and what sustainable forestry really means. This conversation is intended to help builders and architects contextualize the origins of the wood they use.

#### 4. Forest Stewardship Council Internal Monitoring Audit

On May 23, Glen Provost from the Ontario Woodlot Association (OWA)/Eastern Ontario Model Forest (EOMF) carried out an internal monitoring audit of the Beachburg and Pershick Tracts to assess harvest activities and pesticide use (for control of wild parsnip at Pershick Tract). EOMF is the holder of the group Forest Stewardship Council (FSC) certification: Renfrew County Forest is third-party certified under to demonstrate adherence to high standards for sustainable forest management. This internal monitoring audit is a prelude to an audit by independent third-party auditors this fall. Renfrew County Forest operations were found to be in compliance with all the FSC Forest Management Principles monitored (P2 and P6) and additional FSC standards monitored. No corrective actions are required.

#### 5. Operations Update

Several operations from 2023 and carryover from 2022 have already been completed this year. Preparations for the 2024 harvest tender are now underway. Total revenue to date is \$199,204 and approximately \$150,000 of additional revenue should be generated by the end of the year, if all goes according to plan.

Tract	Sale #	Harvest Type	Total Bid Received (\$)*	Status	Invoiced** to Date for 2023 (\$)	Total revenue for Sale
Crow's Nest (In progress)	01-23	Red Pine Plantation	\$ 17,880.00	Harvest complete, haul underway.		
Centennial Lake	02-23	Red Pine Plantation	\$ 101,800.00			
Pershick (Complete)	03-23	Red Pine and Spruce Plantation	\$ 17,200.00	Complete.	\$ 12,115.06	\$ 12,115.06
Beachburg (Complete)	03-22	White Pine Shelterwood	\$ 117,400.00	Complete.	\$ 174,723.56	\$ 174,723.56
Brudenell (Complete)	02-22	Cedar and Poplar	\$ 28,530.00	Complete. Most revenue in 2022.	\$ 12,366.00	\$ 29,652.10
Round Lake East	04-22	Red Pine Thinning	\$ 35,489.80	Extension granted until end of 2023 due to salvage work.		
TOTAL			\$ 318,299.80		\$ 199,204.62	\$ 216,490.72

\*Invoicing can occur as long as 30 days post-haul. Mills must send in weigh slips before invoicing can occur.

## RESOLUTIONS

### 6. Forest Stewardship Council® Certification Trial

**Recommendation:** THAT the Development and Property Committee recommends that staff proceed with a trial audit of the Renfrew County Forest (RCF) under the Sustainable Forestry Initiative (SFI) certification.

#### **Background**

As discussed at the April meeting of Development and Property Committee, an updated Forest Stewardship Council® (FSC®) standard is set to come into effect sometime this year. The Renfrew County Forest has been FSC® certified since 2009, which means our forest management practices adhere to regional standards and are audited annually by an independent third party. There are some major changes to the updated standards that will result in significantly increased administrative workload. Concerns were expressed at multiple consultation stages since 2016 but issues remain in the final draft.

One of the solutions being examined by staff and our group certification holder (Eastern Ontario Model Forest (EOMF)/Ontario Woodlot Association (OWA)) in the case that the new FSC® standard is no longer feasible for a forest of our scale is switching to Sustainable Forestry Initiative (SFI) certification. EOMF would like to run a trial of SFI certification and Renfrew County Forest (RCF) has been asked to participate.

Forests certified to SFI have very positive feedback on their experiences with SFI. SFI certification comes with value-added benefits such as student wage supplements, research and project implementation grants, robust advocacy for the benefits of forest certification and the good work done by certified forests, among others.

In terms of the workload and costs of this trial, there would be no additional costs to the County of Renfrew. All additional costs would be covered by the OWA and existing certification fees, now and in the future. There would be minimal to no additional work to demonstrate conformance, aside from meetings as we move through the process. There may need to be an internal audit of RCF before SFI certification, but this should not result in any additional workload for staff.

The results of the trial and the impacts of the final version of the updated FSC® on the management of RCF will be reported to Committee when they are finalized, along with any recommendations for change in certification system.

## REAL ESTATE DIVISION REPORT

Prepared by: Kevin Raddatz, Manager of Real Estate  
Prepared for: Development and Property Committee  
June 13, 2023

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### INFORMATION

#### 1. Real Estate – 2023 Capital and Capital Under Threshold Projects

Attached as Appendix RE-I is a summary report of capital and capital under threshold projects approved in the 2023 budget.

### BY-LAWS

#### 2. Lease Agreement – 80 McGonigal Street, Arnprior

**Recommendation:** THAT the Development and Property Committee recommends that County Council pass a By-law to enter into a lease agreement for a two-year period commencing August 1, 2023 with Arnprior Regional Health for office space at 80 McGonigal Street, Arnprior, Ontario.

##### **Background**

The Community Services Administrative staff at Arnprior at 80 McGonigal will be relocating to vacant Renfrew County Housing Corporation (RCHC) space located on Albert Street in Arnprior. The Arnprior Regional Hospital (ARH) expressed interest in leasing the vacant office space and meetings were scheduled to visit the building to view and evaluate the vacant space consisting of 2,110 square feet. After preliminary discussions and negotiations ARH confirmed the available space and lease agreement to be satisfactory.

Attached as Appendix RE-II is the lease agreement between the Corporation of the County of Renfrew and Arnprior Regional Health for a two-year period commencing August 1, 2023.

#### 3. RE-2023-09-RP – 450 O’Brien Road Flat Roof Replacement and HVAC System

**Recommendation:** THAT the Development and Property Committee recommends to County Council that Contract RE-2023-09-RP as submitted by Irvcon Limited, Pembroke, Ontario for a flat roof overlay up to 32,000 sq. ft. and the replacement of two (2) HVAC systems at Renfrew County Place, 450 O’Brien Road in the amount of \$329,224 plus applicable taxes be approved; AND FURTHER THAT County Council pass a By-law to Authorize Execution of the Contract.

**Background**

A Request for Tenders was issued for a flat roof overlay up to 32,000 sq. ft. and the replacement of two (2) HVAC systems at Renfrew County Place, 450 O'Brien Road, Renfrew, Ontario and the results received are as follows:

1. Irvcon Limited, Pembroke, Ontario	\$329,224.00
2. 2701738 Ontario Inc. o/a Perth Roofing, Perth, Ontario	370,820.00
3. Blanchfield Roofing Co. Ltd., North Bay, Ontario	399,600.00
4. Morin Insulation & Roofing Ltd., Ottawa, Ontario	448,045.00
5. T.P. Crawford Limited, Gloucester, Ontario	540,464.76

All amounts exclude applicable taxes

The amount is within the budget and staff confirm that there are sufficient funds in the 2023 Capital Budget to complete this project as proposed. Procurement for this tender followed the processes set out in Corporate Policy GA-01 Procurement of Goods and Service.

## Real Estate - 2023 Capital Projects

Location	Work Description	Status			Comments
		Budget	Quote	Status	
County Admin Building					
	Generator Transfer Switch	\$33,000			Schedule for Q3
	Barrier Free Doors (EFA grant )	\$59,385			Carry-over 2022, schedule for Q3
Renfrew County Place	HVAC - Replacement/upgrade	\$220,000		In Design - Tender in May	Carry-over 2022
	Paramedic Parking Shelter	\$425,000		Tendered in April	Carry-over 2022
	Parking Lot - Paving	\$50,000			Carry-over 2022, schedule for Q4
	Flat Roof Replacement	\$341,000		In Design - Tender in May	
80 McGonigal					
Paramedic Bases	Arnprior - Asphalt/concrete curbs	\$10,000			Schedule for Q4
	Petawawa - Asphalt/concrete curbs	\$20,000			Schedule for Q3
	Petawawa - Refurbish concrete floor	\$17,600			Schedule for Q3
OPP	Parking Lot - geotechnical investigation	\$16,500			Schedule for Q2

**COUNTY OF RENFREW**

**BY-LAW NUMBER**

**A BY-LAW TO ENTER INTO A LEASE AGREEMENT WITH  
THE ARNPRIOR REGIONAL HEALTH  
80 MCGONIGAL STREET, ARNPRIOR, ONTARIO**

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

WHEREAS the County of Renfrew deems it desirable to enter into a lease agreement with the Arnprior Regional Health for office space at 80 McGonigal Street, Arnprior, Ontario;

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

1. THAT the lease 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, Lessee and Arnprior Regional Health, Lessor for two years commencing August 1, 2023.
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 final passing thereof.

READ a first time this 28th day of June 2023.

READ a second time this 28th day of June 2023.

READ a third time and finally passed this 28th day of June 2023.

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PETER EMON, WARDEN

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CRAIG KELLEY, CLERK

**THIS LEASE** made as of the                      day of June, 2023.

IN PURSUANCE OF THE *SHORT FORMS OF LEASES ACT*

**B E T W E E N:**

**THE CORPORATION OF THE COUNTY OF RENFREW**

(herein called the "Landlord")

- and -

**ARNPRIOR REGIONAL HEALTH**

(herein called the "Tenant")

### **DEFINITIONS**

In this Lease and in the schedules to this Lease, the following words or phrases have the following meanings:

**"Annual Rent"** means the rent payable by the Tenant to the Landlord pursuant to Article 3 of this Lease as the same may be increased pursuant to Section 3.1.

**"Building"** means the building having the municipal address of 80 McGonigal Street, Arnprior, Ontario, erected on the Lands, from and including the lowest floor or level of the Building to and including the roof of the Building, the Common Areas and Facilities, the Parking Areas and the areas and facilities exclusively serving the Building, which areas and facilities may include, without limitation, lobbies, foyers and vestibules, sidewalks, storage and mechanical areas, Mechanical and Electrical Services, janitor rooms, mail rooms, telephone rooms, rooms for the Mechanical and Electrical Services, stairways, truck and receiving areas, driveways, loading docks and corridors. Where the context requires, "Building" includes all buildings of the Landlord on the Lands.

**"Business Day"** means any day which is normally considered a regular day of business for the County of Renfrew.

**"Commencement Date"** means the date set out in Article 2 of this Lease for the beginning of the Term.

**"Common Areas and Facilities"** means those areas, facilities, utilities, improvements, equipment and installations in the Building which are not leased or intended to be leased to tenants of the Building, and which serve or are for the benefit of the Building and are located within the Building or on the Lands, including all areas, facilities, utilities, improvements, equipment and installations which are provided by the Landlord for the use or benefit of all the tenants, their employees, customers and other invitees in common with others entitled to the use and benefit thereof in the manner and for the purposes permitted by this Lease, further including, without limitation the Parking Areas.

**"Lands"** means those lands underneath or directly adjacent to the Building as more particularly described in Schedule "A" attached hereto.

**"Landlord"** means the Landlord and its duly authorized representatives.

**"Lease"** means this agreement and all the terms, covenants and conditions set out herein, as amended from time to time.

**"Lease Year"** means in respect of the first Lease Year, the period of time commencing on the Commencement Date and expiring on the last day of the month of July next following; thereafter, each Lease Year shall consist of consecutive periods of twelve (12) calendar months. However, the last Lease Year shall terminate upon the expiration of the Term or earlier termination of this Lease, as the case may be. Landlord may in its discretion change the Lease Year from time to time provided that such change will not increase Tenant's liability for any amounts payable pursuant to this Lease.

**"Maintenance"** includes, but is not limited to, ongoing repair and upkeep of all mechanical, electrical, drainage, lighting, ventilation, air-conditioning, heating, pumping, alarm, plumbing and other mechanical and electrical systems installed in or used in the operation of the Building and the Lands but not including capital replacement of same. This shall entail preventive maintenance and reactive maintenance as required to validate warranties, regulatory requirements and local laws.

**"Normal Business Hours"** means those hours and days considered by the County of Renfrew to be its normal business hours.

**"Parking Areas"** means the improvements constructed from time to time, in or as part of the Building and the Lands for use as parking facilities for the tenants of the Building and their employees, servants and invitees, and the areas and facilities that are appurtenant solely to those improvements, said parking shall be shared with other tenants of the Building in proportion to the square footage occupied by other Tenants of the Building or as otherwise determined by the Landlord. The Landlord shall designate the minimum number of the parking spaces comprising the Parking Areas prescribed by the relevant Authority for the sole and exclusive use of the disabled and the Landlord shall have the right to grant "exclusive use" or "reserved parking" to a tenant or tenants occupying the Building.

**"Premises"** means the premises containing a rentable area which, as of the Commencement Date, is approximately 1,390 square feet of office space and meeting rooms, together with 720 square feet of common and kitchen area, being a total of 2,110 square feet. The location of the Premises is outlined in green and blue on the plan attached hereto as Schedule "B"

**"Proportionate Share"** means that percentage which is equivalent to the proportionate share of the Common Areas and Facilities attributable to the Premises determined as the percentage that the certified Rentable Area of the Premises is of the certified Rentable Area of the Building;

**"Rent"** means the aggregate of Annual Rent and any additional sums payable by the Tenant to the Landlord pursuant to this Lease.

**"Tenant"** means the Arnprior Regional Health.

**"Term"** means the term of this Lease set out in Article 2 of this Lease.

**"Utilities"** means all gas, electricity, water, sewer, power, signal equipment and other utilities used in or for the Building or the Premises, as the case may be.



## **ARTICLE 1 PREMISES**

### **Section 1.1 Premises**

In consideration of the rents reserved and the covenants and agreements herein contained to be paid, observed and performed by the Tenant, the Landlord hereby leases to the Tenant the Premises for the Term, together with the non-exclusive right to use the Parking Areas together with all others entitled thereto.

## **ARTICLE 2 TERM**

### **Section 2.1 Term**

TO HAVE AND TO HOLD the Premises for and during the Term of two (2) years, commencing on August 1, 2023 (the "Commencement Date") and ending on July 31, 2025, unless previously terminated pursuant to the terms of this Lease.

## **ARTICLE 3 ANNUAL RENT**

### **Section 3.1 Annual Rent**

The Tenant covenants to pay to the Landlord as Annual Rent, during the Term, the sum of Forty-Nine Thousand, and Three Hundred and Sixty Dollars (\$49,360.00) per annum, payable in equal and consecutive monthly installments of Three Thousand Eight Hundred and Sixty-Three Dollars and Thirty-Three Cents (\$3,863.33) plus HST on the first day of each and every month from and including August 1, 2023 through to and including July 31, 2025. This Annual Rent is calculated based on Twenty-Eight Dollars (\$28.00) per square foot for the office space and meeting rooms, and Fourteen Dollars and Fifty Cents (\$14.50) per square foot for the common and kitchen areas.

### **Section 3.2**

The Tenant acknowledges and agrees that the payments of Annual Rent provided for in this Lease shall be made without any deduction or set off for any reason whatsoever unless expressly allowed by the terms of this Lease or agreed to by the Landlord in writing. Furthermore, no partial payment by the Tenant, which is accepted by the Landlord, shall be considered as other than a partial payment on account of Annual Rent owing and shall not prejudice the Landlord's right to recover any Annual Rent owing.

### **Section 3.3**

Should the Landlord be required by law to collect Sales Taxes or similar value added taxes, or should the Tenant's use of the Premises or business carried on by the Tenant at the Premises attract any taxes presently not exigible in respect of the Tenant's use of the Premises or business carried on by the Tenant, the Tenant agrees that it shall pay such Sales Taxes and other exigible taxes in addition to the payment of the Annual Rent. Otherwise, the Tenant shall be responsible for only expenses and/or obligations in respect of, or attributable to, the Premises or the Building, as herein expressly provided.

## **ARTICLE 4 TENANT'S COVENANTS**

The Tenant covenants with the Landlord as follows:

### **Section 4.1 Payment of Rent**

To pay Rent in accordance with the provisions of this Lease.

### **Section 4.2 Use of Premises**

To use the Premises for the purposes of general office use and small group meeting space for Arnprior Regional Health and all other uses ancillary thereto only, in accordance with all laws, regulations, by-laws, policies or procedures of any Authority.

### **Section 4.3**

The Tenant shall not do or permit to be done at the Premises anything which may:

- a) constitute a nuisance;
- b) cause damage to the Premises;
- c) cause injury or annoyance to the occupants of neighbouring premises;
- d) make void or voidable any insurance upon the Premises;
- e) constitute a breach of any by-law, statute order, or regulation of any municipal, provincial or other competent authority relating to the Premises.

### **Section 4.4 Not to Affect Insurance**

Not to do or omit, or permit to be done or omitted, upon the Premises or the Building or the Lands, by the Tenant or anyone permitted by the Tenant to be upon the Premises or the Building or the Lands, anything which shall cause the insurance to be cancelled or the insurance premiums for the Building to be increased, and if the insurance premiums for the Building shall be increased or if the insurance is cancelled or threatened to be cancelled by reason of anything done or omitted or permitted to be done or omitted by the Tenant or anyone permitted by the Tenant to be upon the Premises, the Building or the Lands, the Tenant shall, within Five (5) Business Days after receipt of notice from the Landlord setting out in reasonable detail the cause for such cancellation or increased premiums, as the case may be, pay to the Landlord the amount of such increase, or immediately discontinue such act or omission resulting in such cancellation or proposed cancellation.

### **Section 4.5 Facilitate Cleaning**

To leave the Premises in a reasonably tidy state at the end of each Business Day to facilitate the Landlord's janitorial services

**Section 4.6**  
**Assign or Sublet**

Not to assign this Lease, sublet, part with or share possession of the Premises or any part thereof without the prior written consent of the Landlord, such consent not to be unreasonably withheld, delayed or conditioned.

**Section 4.7**  
**Repair**

The Landlord shall at its costs maintain the Premises, (not including any Leasehold Improvements or tenant improvements) and the Building in tenantable condition during the Term and make good any defect or want of repair and/or replacement promptly upon notice thereof with a minimum of disruption to the Tenant's business. This shall be limited to capital repairs, normal wear and tear and Maintenance. Any repair and/or replacements to the Premises, Land or Building caused by Tenant or those for whom the Tenant is in law responsible for shall be charged back to the Tenant. The Tenant shall be responsible for payment of any such invoice within thirty (30) days of receipt thereof.

The Landlord shall be responsible for the maintenance of the yard and parking lot, including all lawn maintenance and snow and ice removal and waste removal at the expense of the Landlord.

The Tenant covenants that during the Term of this Lease and any renewal thereof that the Tenant shall keep in good condition the Premises including all alterations and additions made thereto and shall with or without notice make all needed repairs and all necessary replacements as would be a prudent owner to all leasehold improvements in the Premises whether installed by the Landlord or Tenant.

**Section 4.8**  
**Expiry of Term**

Upon the expiry of the Term or other determination of this Lease, the Tenant agrees peacefully to surrender the Premises including any alterations or additions made thereto to the Landlord in a state of good repair, reasonable wear and tear, damage by fire, lightening and storm only excepted.

**Section 4.9**  
**Notice of Damage**

The Tenant shall immediately give written notice to the Landlord of any substantial damage that occurs to the Premises from any cause.

**ARTICLE 5**  
**LANDLORD'S**  
**COVENANTS**

The Landlord covenants with the Tenant as follows:

**Section 5.1**  
**Quiet Enjoyment**

For quiet enjoyment.

## **Section 5.2 Services and Facilities**

To provide and operate the following services and facilities for the Premises as expressed below, during Normal Business Hours as well as such services and facilities as are necessary outside Normal Business Hours for security of the Building; and, unless otherwise herein excepted or qualified, at the Landlord's expense, and subject to the provisions of subsection (k) hereof, maintain at the Landlord's expense, such services and facilities in good repair (and, if necessary, replace same) during the Term and provide day-to-day operation and management of the Building:

### **a) Utility Systems**

All utility systems and facilities including water, fuel and electricity, and including all charges for Utilities reasonably used or consumed within the Premises and for charges used or consumed in respect of the Common Areas and Facilities of the Building.

### **b) Electrical Systems/Lenses, Bulbs and Related Equipment**

An electrical system including fixtures and outlets together with the initial installation and ongoing replacement of bulbs, fluorescent tubes and ballasts during the Term, and all maintenance and parts thereof, and maintenance of all lighting fixtures.

### **c) Thermal Conditions and Air Quality**

A heating, ventilation and air-conditioning system which is reasonable and satisfactory for the Tenant's purposes.

### **d) Water System**

A water system capable of supplying hot and cold water to the Premises and the washrooms serving the Premises.

### **e) Washrooms**

Fully equipped washroom facilities for male and female employees and the public in accordance with the requirements established by the *Occupational Health and Safety Act*, R.S.O. 1990, c.0.1, as amended, and the regulations made thereunder, or any successor act, a handicapped accessible male and female washroom installed in accordance with the requirements of the *Building Code Act, 1992*, S.O. 1992, c. 23, as amended, *Ontarians with Disabilities Act, 2001*, S.O. 2001, c.32, as amended, and any other applicable Laws and requirements of any relevant Authority, and the provision of all washroom equipment and supplies reasonably necessary, for the use and operation of such washroom facilities, including, without limitation, a sink, vanity, toilet bowl, paper towel dispenser, garbage pail, soap dish, toilet paper dispenser.

### **f) Exterior, Common Areas**

Maintenance of the exterior of the Building, the landscaped grounds of

the Lands, the Parking Areas and walkways of the Building and the Common Areas and Facilities of the Building in good repair and first-class condition and the prompt removal of snow and ice from access and exiting routes, walkways and parking lots.

g) Life Safety

Provide a workable emergency evacuation plan, in consultation with the Tenant

h) Glass Replacement

Prompt replacement at the Landlord's cost in case of breakage, of all plate glass and other glazing materials of the Building, including without limitation, that which demises the Premises, with material of the same kind and quality as that which may be damaged or broken, save where such damage or breakage has been occasioned by the Tenant, its employees, servants, agents, licensees, invitees and all persons for whom the Tenant is in law responsible for in which event the Landlord shall invoice the Tenant for the cost or repair and/or replacement which invoice shall be paid within thirty (30) days of delivery.

i) Building Security

The provision of base Building security in accordance with the Landlord's standard practice, as would a reasonably prudent landlord of a similar building. Any additional independent security systems, camera surveillance and/or access control to be installed at the Premises by the Tenant: (i) shall be supplied and installed at the Tenant's sole cost and expense, and (ii) shall be coordinated with the Landlord so as to ensure compatibility with the operation of the Building.

j) Housekeeping Services

The Landlord shall provide janitorial service on a daily basis Monday to Friday excluding Statutory holidays for the Premises as would a reasonably prudent owner of a similar building, including the provision of waste removal services and all cleaning materials and washroom supplies.

k) Damage by Tenant

In the event the conditions of defect, damage or disrepair to the services and facilities to be provided by the Landlord pursuant to Section 5.3 result from the acts or omissions of the Tenant, its employees, servants, agents, licensees, invitees and all persons for whom the Tenant is in law responsible, the Landlord shall carry out the required repair or replacement, as the case may be, and deliver an invoice to the Tenant for the cost of such repair or replacement, which invoice shall be payable by the Tenant within thirty (30) days of receipt thereof.

**Section 5.4  
Parking**

In the event that all or part of the Parking Areas are available to the tenants of the Building as part of the Common Areas and Facilities then, the Tenant, its employees and invitees shall be entitled to use the Parking Areas, or any portion thereof, in common with the other tenants of the Building and others entitled to the use thereof. The Tenant shall have exclusive use of three (3) parking spaces in the Parking Area.

**ARTICLE 6  
PROVISOS**

**Section 6.1  
Overholding**

If the Tenant remains in possession of the Premises after the date fixed for the expiration of the Term or any extension thereof without any further written agreement, the Tenant shall be deemed to be a tenant from month to month at the monthly rental rate payable by the Tenant during the last month of the Term of this Lease and on the terms and conditions contained in this Lease except as to the length of the Term.

**Section 6.2  
Trade Fixtures  
And Furniture**

- a) The Tenant may at any time during the Term, or any extension or early termination thereof, remove or replace any Trade Fixtures installed by or on its behalf in the Premises or install new Trade Fixtures therein.
- b) The Tenant will compensate the Landlord for any damage caused to the Premises by the removal of Trade Fixtures.

**Section 6.3  
Signs**

- a) Subject to the prior written consent of the Landlord, which consent shall not be unreasonably withheld or delayed, the Tenant may erect such signs on the Premises and Lands in accordance with the Building standard and in accordance with municipal laws, as it considers necessary for the proper conduct of its business.
- b) All such signs shall, at the Landlord's option, be removed by the Tenant and at the Tenant's costs from the Premises and/or the Lands at the end of the Term or any extension thereof.
- c) The Tenant shall compensate the Landlord for any damage caused to the Premises or Building, if applicable, by the removal of signs, save and except that caused by local weather and ambient conditions.

**Section 6.4  
Option to Renew**

- a) The Tenant shall be entitled to extend this Lease for one additional one (1) year term. The extension shall be upon the same terms and conditions as this Lease except that there shall be no further right of extension and except for annual rent. The Annual Rent for the extension shall be determined by mutual agreement as of the date which is four months prior to the expiry of the Term.

If the parties are unable to agree upon the Annual Rent to be charged during the extension term provided for in this Lease, they shall submit the dispute to arbitration in accordance with the provisions of the *Arbitration Act*, S.O. 1991, c.17, as amended, or any successor act. Each party shall appoint an arbitrator and the

appointed arbitrators shall jointly choose a third arbitrator to create a board of three arbitrators, the majority decision of which shall be binding upon the parties. If either party refuses to appoint an arbitrator within thirty (30) days of being served with written notice of arbitration by the other party, then the arbitrator first appointed shall at the request of the party appointing him, proceed to determine the annual rent as if he were a single arbitrator appointed by both parties. In such cases the single arbitrator shall receive and consider written or oral submissions from both parties. If two arbitrators are appointed and they fail, within ten (10) days of the appointment of the second of them, to agree upon the appointment of the third arbitrator, then upon the application of either party the third arbitrator shall be appointed by a Judge of the *Ontario* Superior Court of Justice. Each party shall pay the fees and expenses of the arbitrator appointed by it and one-half of the fees and expenses of the third arbitrator.

- b) The Tenant shall give written notice to the Landlord of its extension of this Lease at least six (6) months prior to the end of the Term.

## **ARTICLE 7 ALTERATIONS AND DELETIONS**

### **Section 7.1 Alterations and Deletions**

- a) If the Tenant, during the Term of the Lease or any renewal of it, desires to make any substantial alteration or additions to the Premises, the Tenant may do so at its own expense, at any time and from time to time, if the following conditions are met:
  - i) before undertaking any substantial alterations or addition the Tenant shall submit to the Landlord a plan showing the proposed alterations or additions and the Tenant shall not proceed to make any alteration or addition unless the Landlord has approved the plan, and the Landlord shall not unreasonably or arbitrarily withhold its approval. Any items included in the plan which are regarded by the Tenant as trade fixtures shall be designated as such on the plan;
  - ii) any and all substantial alteration or additions to the Premises made by the Tenant must comply with all applicable building code standards and by-laws of the municipality in which the Premises are located.
- b) The Tenant shall be responsible for and pay the cost of any alterations, additions, installations or improvements that any governing authority, be it municipal, provincial or otherwise, may require to be made in or to the Premises;
- c) All alterations and additions to the Premises made by or on behalf of the Tenant, other than the Tenant's trade fixtures, shall immediately become the property of the Landlord without compensation to the Tenant;

- d) If the Tenant has complied with its obligations according to the provisions of this Lease, the Tenant may remove its trade fixtures at the end of the Term or other termination of this Lease;
- e) Other than was provided herein in the agreement, the Tenant shall not, during the Term of this Lease or any time thereafter, remove from the Premises any trade fixtures or other goods and chattels of the Tenant except in the following circumstances:
  - i) the removal is in the ordinary course of business;
  - ii) the trade fixtures have become unnecessary for the Tenant's business or is being replaced by a new or similar trade fixture;but in any case, the Tenant shall make good any damage caused to the Premises by the installation or removal of any trade fixtures, equipment, partitions, furnishings and any other objects whatsoever brought onto the Premises by the Tenant.
- f) Without limiting the generality of the foregoing, the Tenant may elect to remove special equipment fixtures and furniture deemed essential to the operation of the Tenant at the Tenant's expense, upon termination of the Lease.

## **ARTICLE 8 INSURANCE**

### **Section 8.1 Insurance**

- a) During the Term of this Lease and any renewal thereof the Landlord shall maintain with respect to the Premises, insurance coverage insuring against:
  - i) loss or damage by fire, lightning, storm and other perils that may cause damage to the Premises or to the property of the Landlord in which the Premises are located as are commonly provided for as extended perils coverage or as may be reasonably required and obtained by the Landlord;
  - ii) liability for bodily injury or death or property damage sustained by third parties in the amount of One Million Dollars (\$1,000,000.00).
- b) The Tenant shall carry public liability and property damage insurance and the Tenant shall provide the Landlord with a copy of the policy.

## **ARTICLE 9 DAMAGES**

### **Section 9.1 Damage to the Premises**

- a) If the Premises or the Building in which the Premises are located are damaged or destroyed, in whole or in part, by fire or other peril, then the following provisions shall apply:



- i) if the damage or destruction renders the Premises unfit for occupancy and impossible to repair or rebuild using reasonable diligence within one hundred and eighty (180) clear days from the happening of such damage or destruction, then the Term hereby granted shall cease from the date the damage or destruction occurred and the Tenant shall immediately surrender the remainder of the Term and give possession of the Premises to the Landlord and the rent from the time of the surrender shall abate;
- ii) If the Premises can with reasonable diligence be repaired and rendered fit for occupancy within one hundred and eighty (180) days from the happening of the damage or destruction, but the damage renders the Premises wholly unfit for occupancy, then the rent hereby reserved shall not accrue after the day that such damage occurred or while the process of repair is going on, and the Landlord shall repair the Premises with all reasonable speed and the Tenant's obligation to pay rent shall resume immediately after the Landlord has completed the necessary repairs (not including any leasehold improvements installed by the Tenant).
- iii) If the Premises can be repaired within one hundred and eighty (180) days as aforesaid, but the damage is such that the Premises are capable of being partially used, then until such damage has been repaired, the Tenant shall continue in possession and the rent shall abate proportionately. Occupancy for purposes of this section means that the Tenant shall not be required to occupy a portion of the Premises which is unreasonable with regards to its business.
- b) Any question as to the degree of damage or destruction or the period of time required to repair or rebuilding shall be determined by an architect retained by the Landlord.
- c) Subject to the foregoing, there shall be no abatement or reduction of the rent due hereunder, nor shall the Tenant be entitled to damages, losses, costs, or disbursements from the Landlord during the Term, caused by or on account of fire (except as above), water, sprinkler systems, partial or temporary failure or stoppage of heat, light, elevator, live steam or plumbing service in or to the said Premises or Building, whether due to acts of God, strikes, accidents, the making of alterations, repairs, renewals, improvements, structural changes to the said Premises or Building, or the equipment or systems supplying the said services, or from any cause whatsoever, provided that said failure or stoppage be remedied within a reasonable time.
- d) And it is further declared and agreed that the Landlord shall not be liable for any damage to any property at any time upon the Premises arising from gas, steam, water, rain or snow, which may leak into, issue or flow from any part of the said Building, or from any other place or quarter, or for any damage caused by or attributable to the condition or arrangement of an electric or other wires in the said Building, save and except for damages caused by

the negligence of the Landlord. The Tenant agrees to be liable for any damage done by reason of water being left running from the taps in the Premises or from gas permitted by the Tenant to escape therein.

And the Landlord shall not be responsible for any personal injury which shall be sustained by the Tenant or any employee customer or any other person who may be upon the Premises save and except for damages caused by the negligence of the Landlord, all risks of such injury being assumed by the Tenant who shall hold the Landlord harmless and indemnified therefrom.

## **ARTICLE 10 ACTS OF DEFAULT**

### **Section 10.1 Act of Default**

(a) An Act of Default has occurred when:

- i) The Tenant has failed to pay Rent for a period of 5 consecutive days, regardless of whether demand for payment has been made or not;
- ii) The Tenant has breached its covenants or failed to perform any of its obligations under this lease and the Landlord has given notice specifying the nature of the default and the steps required to correct it; and the Tenant has failed to correct the default as required by the notice within ten (10) days of the Landlord providing such notice.
- iii) The Tenant has:
  - 1) become bankrupt or insolvent or made an assignment for the benefit of creditors;
  - 2) had its property seized or attached in satisfaction of a judgment;
  - 3) had a receiver appointed;
  - 4) committed any act or neglected to do anything with the result that a construction lien or other encumbrance is registered against the Lands;
  - 5) without the consent of the Landlord, made or entered into an agreement to make a sale of substantially all of its assets, or removed substantially all of the chattels contained in the Premises;
  - 6) taken action with a view to winding up, dissolution, or liquidation;
- iv) Any insurance policy is cancelled or not renewed by reason of the use or occupation of the Premises, on in the case of insurance to be maintained by the Tenant, by reason of non-payment of premiums;
- v) The Premises are used by any other person or persons, or for any other purposes than as provided for in this lease without the written consent of the Landlord.

(b) When an Act of Default on the part of the Tenant has occurred:

- i) The current month's Rent, together with the next three months' rent shall become due and payable immediately; and
- ii) The Landlord shall have the right to terminate this lease or to re-enter the Premises and deal with them as it may choose.

(c) If, because an Act of Default has occurred, the Landlord exercises its right to terminate this Lease or re-enter the Premises prior to the end of the Term, the Tenant shall nevertheless be liable for payment of Rent and all other amounts payable by the Tenant in accordance with the provisions of this Lease until the Landlord has re-let the Premises or otherwise dealt with the Premises in such manner that the cessation of payments by the Tenant will not result in loss to the Landlord and the Tenant agrees to be liable to the Landlord, until the end of the Term of this Lease, for payment of any difference between the amount of Rent hereby agreed to be paid for the Term hereby granted and the Rent any new tenant pays to the Landlord.

(d) The Tenant covenants that notwithstanding any present or future Act of the Legislature of the Province of Ontario, the personal property of the Tenant during the term of this lease shall not be exempt from levy by distress for Rent in arrears:

- (i) And the Tenant acknowledges that it is upon the express understanding that there should be no such exemption that this Lease is entered into, and by executing this Lease, the Tenant waives the benefit of any such legislative provisions which might otherwise be available to the Tenant in the absence of this agreement, and the Tenant agrees that the Landlord may plead this covenant as an estoppel against the Tenant if an action is brought to test the Landlord's right to levy distress against the Tenant's property.

(e) If, when an Act of Default has occurred, the Landlord chooses not to terminate the Lease or re-enter the Premises, the Landlord shall have the right to take any and all necessary steps to rectify any or all Act of Default of the Tenant and to charge the costs of such rectification to the Tenant and to recover the costs as Rent.

(f) If, when an Act of Default has occurred, the Landlord chooses to waive its right to exercise the remedies available to it under this Lease or at law the waiver shall not constitute condonation of the Act of Default, nor shall the waiver be pleaded as an estoppel against the Landlord to prevent it exercising its remedies with respect to a subsequent Act of Default. No covenant, term, or condition of this Lease shall be deemed to

have been waived by the Landlord unless the waiver is in writing and signed by the Landlord.

**ARTICLE 11**  
**NOTICES**

Any notice required or contemplated by any provision of this Lease shall be given in writing enclosed in a sealed envelope addressed in the case of notice to the Landlord to:

County of Renfrew  
9 International Drive  
Pembroke, Ontario  
K8A 6W5  
Manager of Real Property Assets

and in the case of notice to the Tenant to:

Arnprior Regional Health  
350 John St. N.  
Arnprior, Ontario  
K7S 2P6

**Attention:**

and delivered personally or by registered mail and postage prepaid. The time of giving of notice by either registered or signature mail shall be conclusively deemed to be the third Business Day after the day of such mailing. Such notice, if personally delivered, shall be conclusively deemed to have been given and received at the time of such delivery.

IN WITNESS WHEREOF the parties hereto have executed this Lease.

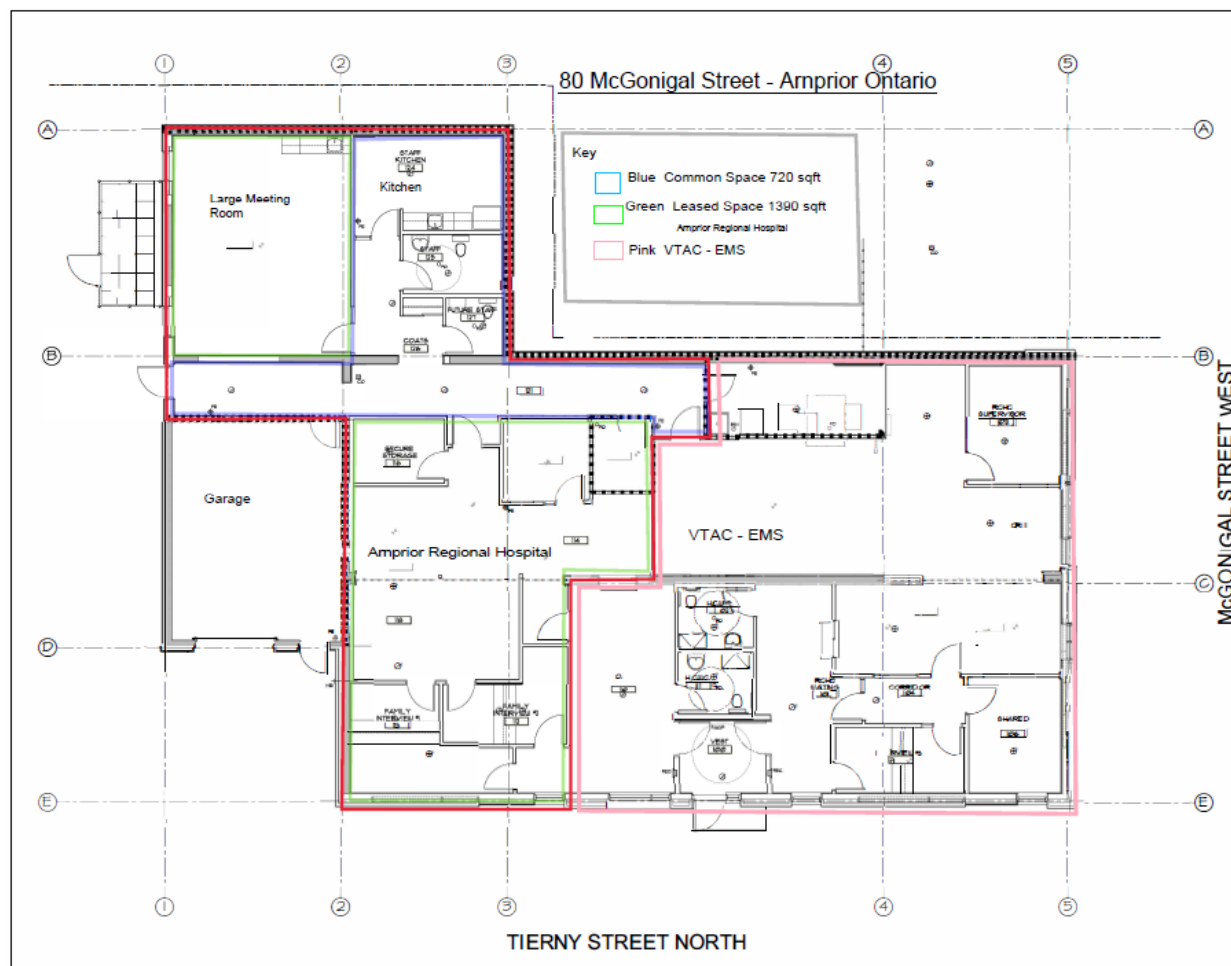
**SIGNED, SEALED & DELIVERED** ) THE CORPORATION OF THE COUNTY OF  
 ) RENFREW  
 )  
 ) Per: \_\_\_\_\_  
 ) Name: Craig Kelley  
 ) Title: Chief Administrative Officer/Clerk  
 )  
 ) Authorized Signing Officer  
 ) Per: \_\_\_\_\_  
 ) Name: Peter Emon  
 ) Title: Warden  
 )  
 ) \_\_\_\_\_  
 ) Authorized Signing Officer  
 )  
 ) ARNPRIOR REGIONAL HEALTH  
 ) \_\_\_\_\_  
 ) Per: \_\_\_\_\_  
 )  
 ) Name: XXXXX  
 ) Title: XXXXXXXX  
 )  
 ) Authorized Signing Officer  
 ) Per: \_\_\_\_\_  
 )  
 ) Name: XXXXXXXX  
 ) Title: XXXXXXXX  
 )  
 ) Authorized Signing Officer

## **SCHEDULE "A"**

### **LEGAL DESCRIPTION OF THE LANDS**

**Lot 7, Plan 19 McGonigal Street, except part 1, plan 49R-15842; T/W an easement over part 1, plan 49R-15842 as in RE44719, Town of Arnprior, Ontario.**

## FLOOR PLAN



## **SCHEDULE “C”**

### **LANDLORD’S WORK**

1. Prior to the Commencement Date, the Landlord shall complete, at the Landlord’s sole cost and expense, the following improvements:
  - Installation of 6 foot wall / partition extension
  - Removal of counter to facilitate walk through room entrance;
  - Window installation on entrance door.



**COUNTY OF RENFREW**

**BY-LAW NUMBER**

**A BY-LAW FOR THE EXECUTION OF CONTRACT RE-2023-09-RP  
FLAT ROOF OVERLAY AND TWO HVAC SYSTEM REPLACEMENTS  
RENFREW COUNTY PLACE**

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WHEREAS Sections 8, 9 and 11 of the Municipal Act, 2001, S.O. 2001, c.25, as amended, authorizes Council to pass by-laws to enter into agreements for the purpose of renovations of County of Renfrew property;

AND WHEREAS it is necessary for a flat roof overlay and the replacement of two (2) HVAC systems at Renfrew County Place, 450 O'Brien Road, Renfrew, Ontario;

AND WHEREAS public tenders were requested for a flat roof overlay up to 32,000 sq. ft. and the replacement of two (2) HVAC systems under Contract RE-2023-09-RE in accordance with County of Renfrew Corporate Policy GA-01 Procurement of Goods and Services;

AND WHEREAS the tender submitted by Irvon Limited, Pembroke, Ontario was reviewed and accepted by the Development and Property Committee.

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 approve of the awarding of Contract RE-2023-09-RP for a flat roof overlay up to 32,000 sq. ft. and the replacement of two (2) HVAC systems at Renfrew County Place, 450 O'Brien Road, Renfrew, Ontario to Irvcon Limited, Pembroke, Ontario in the amount of \$329,224 plus applicable taxes.
2. THAT the Warden and Clerk be empowered to do and execute all things, papers and documents necessary to the execution of the said Contract.
3. THAT this By-law shall come into force and take effect upon the passing thereof.

READ a first time this 28th day of June 2023.

READ a second time this 28th day of June 2023.

READ a third time and finally passed this 28th day of June 2023.

---

PETER EMON, WARDEN

---

CRAIG KELLEY, CLERK

**PLANNING DIVISION REPORT**

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

Prepared for: Development and Property Committee

June 13, 2023

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**INFORMATION****1. Planning Activity**

Attached as Appendix PLAN-I is a summary of the Planning Activities for January to May 2023.

During this period, the Planning Division opened 96 new severance applications and approved 91 applications. In 2022, the County of Renfrew received a total of 234 applications and approvals for 184 applications.

The County of Renfrew has processed 15 Zoning By-law Amendment applications and 7 Official Plan Amendments on behalf of local municipalities.

Included with the activity tracker is a summary of recent subdivision activity. Based on the nature of plans of subdivisions, there are some old but still active subdivisions (i.e. 47T-88005) which are listed on the tracker. Some files may appear in multiple stages – this is the result when a plan may be registered in phases.

Staff continue to work on special projects such as comprehensive zoning by-law updates and implementation of changing Provincial legislation/policies. In order to meet demands, and our current staffing challenges, the Planning Division is employing contract services to assist in planning reports.

**2. Renfrew Housing**

County Planning staff attended a focus group meeting in the Town of Renfrew regarding the development of a “Housing Action Plan” which will support the Town of Renfrew in applying to Canadian Mortgage and Housing Corporation (CMHC) for the Housing Accelerator Fund.

**3. Data Agreement Renewals**

The County of Renfrew has renewed three data sharing agreements as follows:

- a) With the Ontario Ministry of Natural Resources and Forestry for the County of Renfrew Road network data for inclusion in the Ontario Road Network;
- b) With the Ontario Ministry of Natural Resources and Forestry for the County’s use of “sensitive data” utilized in the planning process and other municipal applications. The data includes provincially tracked species data (including species at risk),

medium sensitive natural heritage and cultural sites that are required for land use planning and approval activities within jurisdiction/geographic area of the County of Renfrew. The renewed agreement is for a 10-year term.

- c) With the Rural Ontario Institute for sharing data to support data exploration in the Rural Housing Information System. The Rural Housing Information System is an online website available to its paying members; the primary members being municipalities, non-profit builders and developers. The agreement is valid for a 5-year term. This is an Eastern Ontario Wardens' Caucus (EOWC) initiative meant to assist and encourage housing development.

#### **4. Streamlining of Approvals under the Aggregate Resources Act**

Attached as Appendix PLAN-II is a release from the Ministry of Natural Resources and Forestry introducing proposed changes to the Aggregate Resources Act to expand the list of changes that can be made to an existing pit or quarry site plan without ministry approval. According to the release, the following additional site plan changes will be added to the list of self-filed amendments:

- Enabling recyclable aggregate material to be imported (concrete, asphalt, bricks, glass, or ceramics) to aggregate sites;
- Adding or relocating entrances or exits to aggregate sites when the operator can provide proof of the relevant road authority approval for the change;
- Adding, removing or changing portable processing equipment at aggregate sites (e.g., for crushing or screening aggregate material);
- Adding, removing or changing portable concrete or asphalt plants where required for public authority projects;
- Adding, removing or changing above-ground fuel storage at aggregate sites.

#### **5. Planning Application Refunds – Mandatory Pre-consultation**

Official Plan Amendment No. 35 implemented new provisions that would allow municipalities to require mandatory pre-consultation. County of Renfrew staff have reached out to the local municipalities that we provide local planning services for to start implementing changes to address Bill 109, More Homes for Everyone Act, 2022 and Bill 23, More Homes Built Faster Act, 2022. These changes are intended to help local municipalities process planning applications in accordance with the revised timeframes under the Planning Act.

#### **6. Policy Review – A Place to Grow and Provincial Policy Statement – Extension for Comments**

The Province has extended the commenting period regarding a review of proposed policies adapted from A Place to Grow and Provincial Policy Statement to form a new provincial planning policy instrument until August 3, 2023 on the Environmental Registry of Ontario ([ERO 019-6813](#)).

## BY-LAWS

### 7. Tariff of Fees – Planning Division

**Recommendation:** THAT the Development and Property Committee recommends that County Council adopt a By-law to update the Tariff of Fees By-law for Applications Made in Respect of Planning Matters; AND FURTHER THAT the Development and Property Committee directs staff to provide the proposed Tariff of Fees By-law to local municipalities so that they can also initiate a review of their fees; AND FURTHER THAT By-law 17-22 be repealed.

#### Background

By-law 17-22, being a Tariff of Fees By-law for Applications Made in Respect of Planning Matters which was passed on March 30, 2022, applies to the processing of applications made in respect of planning matters. The authority to pass a Tariff of Fees By-law is provided for under Section 69(1) of the Planning Act, which requires the By-law to be designed to meet only the anticipated costs to the municipality of processing the different types of applications. Staff is recommending increases in most of the fees, which are highlighted in bold and strike-out in Appendix PLAN-III. Staff are recommending an average 10% increase to fees. Even with the proposed increases, these fees are far below actual costs to the County of Renfrew for processing planning applications.

Planning Act changes as a result of Bill 109, More Homes for Everyone Act, 2022 and Bill 23, More Homes Built Faster Act, 2022 are still being addressed and implemented at both the County of Renfrew and local municipal level in accordance with Official Plan Amendment No. 35. Official Plan Amendment No. 35 proposes to frontload, or enhance, the upfront review of planning applications. This enhanced review will ensure that supporting materials/studies are complying with any standards, guidelines, or requirements before an application is deemed complete.

Key proposed changes to the Tariff of Fees By-law to implement Bill 109 and Bill 23 include:

For County Official Plan Amendments, Plans of Subdivision, and Consent applications (paid by the applicant to the County):

1. Pre-consultation (Stage 1) - \$200 (currently free of charge)
2. Application fee(s) for a submitted application that had paid a Pre-consultation (Stage 1) fee, be reduced by \$200 if the application is submitted within 12 months of the completed inquiry.

For Local Official Plan Amendments, Zoning By-law Amendments, Site Plans, and Minor Variances (paid by the local municipality to the County):

3. Pre-consultation (Stage 1) - \$200 (currently free of charge)

4. Pre-consultation (Stage 2) -
  - a. \$500 for an application that does not require peer review.
  - b. \$1,000 for an application that requires peer review of supporting materials.
5. Application fee(s) for a submitted application that had paid a Pre-consultation (Stage 1) fee, be reduced by \$200 if the application is submitted within 12 months of the completed inquiry.
6. Re-submission of an application previously determined to be incomplete:
  - One time deemed incomplete – 100% of the original fee.
  - Two times deemed incomplete – 125% of the original fee.
  - Three times deemed incomplete – 150% of the original fee.
  - Four or more times – 200% of the original fee.

Local municipalities will also need to update their Tariff of Fees By-laws to implement changes to the Planning Act under Bill 109 and Bill 23. Some of the proposed County fee changes will impact what a local municipality will need to re-coup from a local development application fee. It is recommended that the proposed changes be circulated to local municipalities as information so that they can incorporate these proposed changes into their local Tariff of Fees By-laws.

## **8. Delegated Authority – Consent Agreements**

**Recommendation:** THAT the Development and Property Committee recommends that County Council adopt a By-law to delegate the authority to the Manager of Planning Services to enter into consent agreements.

### **Background**

It is recommended that the Manager of Planning Services be delegated the authority to enter into consent agreements under Section 53(12) and 51(26) of the Planning Act. This delegation of authority will streamline the consent agreement process and improve efficiency within the County of Renfrew, ultimately benefiting the stakeholders involved.

Section 51 of the Planning Act provides the opportunity for approval authority of a consent to require the owner of land or any other person to enter into consent agreements with respect to the division or separation of land. Consent agreements play a crucial role in facilitating land development, allowing for the creation of new parcels or the adjustment of boundaries between existing parcels. These agreements often include conditions and restrictions that ensure compliance with planning regulations and promote orderly and sustainable development. Consent agreements are often required to implement conditions or mitigation measures to ensure that a development aligns with planning regulations, policies, and guidelines allowing the County of Renfrew to

impose conditions and restrictions on the development of individual parcels that are in turn registered on title and binding on future owners.

Most consent agreements are entered into with the local municipality for later implementation (i.e., the building permit). However more frequently, the County of Renfrew is required to enter into these agreements. The authority to enter into these agreements currently requires a by-law and therefore rests with Council. The process of bringing a by-law to Council to enter into an agreement adds time to the approval process. Often landowners (buyers and sellers) may be up against deadlines or lapsing dates and may need a quicker decision than the two to three months' time it could take to bring a by-law to County Council.

Staff have the necessary expertise and knowledge to make informed decisions promptly, enhancing the efficiency processing these agreements which will enhance customer service and satisfaction. Developers, landowners, and other stakeholders will benefit from quicker responses and a more streamlined process. The delegation of authority would be limited to consent agreements under Section 53(12) and Section 51(26) of the Planning Act.

An example of when an agreement is required is found below – this is a condition of approval for a severance in the Township of Madawaska Valley.

“That prior to the issuance of the Certificate of Official, the applicant enters into a Development Agreement with the County of Renfrew in accordance with Sections 53(12) and 51(26) of the Planning Act, to be registered on title to the severed parcel, and which is to implement recommendations contained in the Land Use Compatibility and Aggregate Impact Assessment, prepared by Jp2g Consultants Inc., dated March 10, 2022. The agreement shall include, but not be limited to the following clauses:

- a. A 20-metre-deep vegetated buffer be provided and maintained along the front lot line, in order to provide a buffer between the aggregate resource on the adjacent property and the severed lot.
- b. The future purchasers of the lot be advised of the potential for infrequent noise, dust, visual, and truck traffic impacts consistent with the continued operation of the active Class “B” aggregate operations.
- c. The severed lot is located in an area of gravel extraction potential. Any future development of aggregate extraction will have potential for noise dust, traffic and vibrations.”

It is recommended that County staff engage with a law firm specializing in planning agreements to prepare a “template agreement” that can be quickly altered to include specific clauses such as the above example for implementation.



# DEVELOPMENT AND PROPERTY DEPARTMENT PLANNING DIVISION ACTIVITY TRACKER

## TIME PERIOD - January 2023 - May 30, 2023

	Arnprior	Deep River	Laurentian Hills	Petawawa	Renfrew	Admaston/Bromley	Bonnechere Valley	Brudenell, Lyndoch & Raglan	Greater Madawaska	Head, Clara & Maria	Horton	Killaloe, Hagarty & Richards	Laurentian Valley	Madawaska Valley	McNab/Braeside	North Algona/Wilberforce	Whitewater Region	County Wide	YEAR TO DATE TOTAL
<b>County of Renfrew Applications</b>																			
County Official Plan Amd.						1	1		1		1						2	1	7
Local Official Plan Amd.		4																	4
Subdivision App Received														1					1
Subdivision Draft Approved																			0
Subdivision Final Approval	1																		1
Part Lot Control By-laws				3															3
Consents App Received	0	0	0	5	0	13	10	6	11	0	13	4	4	7	14	9	0		96
Consents Cond. Approved		2	3	10		12	11		8		5	6	2	3	15	14			91
<b>Local Municipality Application Review</b>																			
Official Plans		4				1	1				1								7
Zoning By-laws			2			1	3	1			2	1			3	2			15
Site Plans/Agreements			1				2								3				6
Minor Variance						1							1		1				3
<b>SPECIAL PROJECTS</b>																			
Comprehensive Zoning Updates for KHR/NAW/LH/HCM																			
Bill 109/23 implementation																			
<b>Pre-consultations</b>																			
Stage 1		1	4	1		27	22	3	8	5	16	6	9	2	24	14	0		142
Stage 2																			0

Previous Severance File Activity

2022	234
2021	200
2020	106
2019	110

Subdivision Status						
Applications Submitted - Under Review/Circulation						
File #	Municipality	Single	Semi	Row	Apt	Total Units
47T-15003	MV	7				7
47T-18003	REN	71	42	72		185
47T-19002	PET	13				13
47T-19003	GM	*Deemed incomplete				
47T-21001	ARN	138	22	112		272
47T-21002	WW		6	44		50
47T-21004	ARN	51	4	38	22	115
47T-22001	MV	* Units to vary depending on final plan				78
47T-22002	ARN			55		55
47T-22003	ARN	147	20	118		285
47T-22004	GM	15				15
47T-22005	GM	11				11
47T-23001	MV	5				5
	<b>TOTALS</b>	<b>458</b>	<b>94</b>	<b>439</b>	<b>22</b>	<b>1091</b>
Draft Approved Subdivisions (Developer to Clear Conditions)						
File #	Municipality	Single	Semi	Row	Apt	Total Units
47T-88005	MV	23				23
47T-10004	LV	22				22
47T-12001	Pet	62				62
47T-14001	LV	149	46	108		303
47T-14003	BV	6				6
47T-14005	LV	20				20
47T-17001	PET	257	20			277
47T-18005	LV	8				8
47T-19004	ARN			24	64	88
47T-20001	GM	7				7
47T-20003	MB	41				41
47T-21003	PET			96		96
	<b>TOTALS</b>	<b>595</b>	<b>66</b>	<b>228</b>	<b>64</b>	<b>953</b>
Final Approved Subdivisions (Lots Created)						
File #	Municipality	Single	Semi	Row	Apt	Total Units
47T-88005	MV	35				35
47T-10001	Pet	14				14
47T-12001	PET	50				50
47T-14002	ARN	39	32	57		128
47T-14004	Pet	63				63
47T-15005	MB	25				25
47T-16001	MB	41				41
47T-16002	MB	30				30
47T-16003	MV	17				17
47T-19001	GM				10	10
47T-18001	MV	44				44
47T-18004	ARN	39	80	28		147
47T-20002	GM				6	6
	<b>TOTALS</b>	<b>397</b>	<b>112</b>	<b>85</b>	<b>16</b>	<b>610</b>



**Ministry of Natural Resources and Forestry**

Resources Planning and Development  
Policy Branch  
Policy Division  
300 Water Street  
Peterborough, ON K9J 3C7

**Ministère des Richesses Naturelles et des Forêts**

Direction des politiques de planification et d'exploitation des ressources  
Division de l'élaboration des politiques  
300, rue Water  
Peterborough (Ontario) K9J 3C7



## **RE: Streamlining of Approvals under the *Aggregate Resources Act* and Supporting Policy**

Greetings,

Ontario's aggregate industry plays a key role in our government's vision to Build Ontario, supporting vital development and jobs across the province. The Ministry of Natural Resources and Forestry (the ministry) is proposing changes to [Ontario Regulation 244/97](#) under the *Aggregate Resources Act* to expand the list of changes that can be made to existing pit or quarry site plans without ministry approval, called self-filing changes (subject to conditions and eligibility), as well as seeking feedback on a new policy that provides direction for making changes to licences, permits and site plans that do require ministry approval.

The ministry is proposing to expand the list of small or routine site plan changes to an existing pit or quarry that can be self-filed, provided they satisfy detailed eligibility requirements and specified conditions. If approved, five additional site plan changes will be added to the list of self-filed amendments in the regulation. These are:

- Enabling recyclable aggregate material to be imported (concrete, asphalt, bricks, glass, or ceramics) to aggregate sites
- Adding or relocating entrances or exits to aggregate sites when the operator can provide proof of the relevant road authority approval for the change
- Adding, removing or changing portable processing equipment at aggregate sites (e.g., for crushing or screening aggregate material)
- Adding, removing or changing portable concrete or asphalt plants where required for public authority projects
- Adding, removing or changing above-ground fuel storage at aggregate sites

In addition, the ministry is proposing a new policy to clarify requirements including notification requirements when amendments are proposed to existing licenses, permits, or site plans that require ministry approval. The ministry is also outlining criteria or considerations to determine whether these changes are significant or not.

Amendment requests can include changes to site plans, conditions of a licence or permit, or any other information normally included on licences, permits, or wayside permits (e.g., name of operator, address, etc.). Amendment requests can vary in type and complexity ranging from small or administrative changes to significant changes to operations and rehabilitation. Significant changes may require consultation and notification.

We invite you to review the changes and offer comments.

**Ministry of Natural Resources and  
Forestry**

Resources Planning and Development  
Policy Branch  
Policy Division  
300 Water Street  
Peterborough, ON K9J 3C7

**Ministère des Richesses Naturelles et  
des Forêts**

Direction des politiques de planification et  
d'exploitation des ressources  
Division de l'élaboration des politiques  
300, rue Water  
Peterborough (Ontario) K9J 3C7



A complete summary of the proposed regulatory and policy changes can be found on the Environmental Registry at the following address: [www.ero.ontario.ca](http://www.ero.ontario.ca). Then search for notice: 019-6767.

There are several ways you can comment on this proposal, including:

1. Directly through the Environmental Registry posting (click on the "Submit a comment" button)
2. By email to [aggregates@ontario.ca](mailto:aggregates@ontario.ca), or
3. By mail to:  
Resources Development Section  
Ministry of Natural Resources and Forestry  
300 Water Street, 2nd Floor South  
Peterborough, ON K9J 3C7

If you have any questions, you can contact Jamie Prentice at [aggregates@ontario.ca](mailto:aggregates@ontario.ca).

Sincerely,

Jennifer Keyes,  
Director, Resources Planning and Development Policy Branch

**COUNTY OF RENFREW****BY-LAW NUMBER****A TARIFF OF FEES BY-LAW FOR APPLICATIONS MADE  
IN RESPECT OF PLANNING MATTERS**

WHEREAS Section 69(1) of the Planning Act, R.S.O. 1990, c. P.13, as amended, provides that the Council of a Municipality, may by by-law, prescribe a Tariff of Fees for the processing of applications made in respect of planning matters, which tariff shall be designed to meet only the anticipated costs to the Municipality in respect of the processing of each type of application provided for in the tariff.

AND WHEREAS it is deemed desirable to prescribe a Tariff of Fees establishing a fee for the processing of applications to the Approval Authority (County of Renfrew) outlined below;

AND WHEREAS it is deemed desirable to prescribe a Tariff of Fees establishing fees for the processing of applications made in respect of planning matters to the local municipalities of the County of Renfrew.

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

**1. CONSENTS**

- a) That a fee of \$~~1,300.00~~ ~~1,200.00~~ for each new lot created is hereby established for consent applications by the Approval Authority.
- b) That a fee of \$~~1,300.00~~ ~~1,200.00~~ for each consent application that does not create a new lot (i.e., lot addition, right-of-way, easement, etc.) is hereby established by the Approval Authority.
- c) That a fee of \$~~330.00~~ ~~300.00~~ for each application for a cancelation of consent certificate is hereby established by the Approval Authority.
- d) That a fee be established for the issuance of a final certificate by the Approval Authority:
  - (i) For the first final certificate \$0.00
  - (ii) For each additional final certificate \$~~110.00~~ ~~100.00~~
- e) That a fee of \$~~600.00~~ ~~550.00~~ is hereby established for a major revision to a consent application (i.e., recirculation to any reviewing agency and local municipalities) and \$~~350.00~~ ~~325.00~~ for a minor revision to a consent application, as determined by the Manager of Planning Services.

- f) Upon determination by the Manager of Planning Services (or by the Land Division Committee, as the case may be) that a peer review of a technical study is required to justify a proposed consent application, the applicant shall be required to pay to the County, as a deposit, an amount equal to the estimated professional fees for the peer review of such study. Further, the applicant shall be required to reimburse the County for the actual fees and expenses of the County's peer review professional which are beyond the review of the applicant's study (i.e., pre-consultation, dispute resolution, municipal board hearings).

## 2. VALIDATION OF TITLE

- a) That a fee of \$~~1,300.00~~ ~~4,200.00~~ in addition to all legal costs incurred by the County is hereby established for processing Validation of Title applications by the Approval Authority.

## 3. SUBDIVISION/CONDOMINIUM/PART LOT CONTROL BY-LAWS

### a) Subdivisions

#### i) Initial Application Fee

- For any proposed plan of subdivision submitted to the County of Renfrew for approval:

- up to 10 developable lots/blocks \$~~4,400.00~~ ~~4,000.00~~
- more than 10 developable lots/blocks \$~~9,300.00~~ ~~8,500.00~~

\*Note: If a block in a plan of subdivision is to be further subdivided into lots, the application fee will be based on the final number of lots to be created.

#### ii) Notice of Application

- Department advertises notice of subdivision application in accordance with the Planning Act.

#### iii) Major Plan Revision (Re-circulation)

50% of the Initial  
Application Fee as  
indicated in 3.a)i) above

- For major revisions to the draft plan, draft approved plan and/or conditions of draft approval which require major recirculation.

#### iv) Minor Revision or Emergency Extension

\$~~715.00~~ ~~650.00~~

- For minor revisions to the draft plan, draft approved plan and/or draft conditions which do not require major

recirculation and for each emergency extension to draft approval of not more than three (3) months.

v) Draft Approval Extension (Annual) \$1,000.00

- For each extension of draft approval of not more than twelve (12) months beyond the usual three (3) years draft approval granted by the County.

**b) Condominiums**

i) Initial Application Fee

- For any proposed plan of condominium submitted to the Corporation of the County of Renfrew:

- Up to 10 units/common elements/blocks ~~\$4,400.00~~ ~~\$4,000.00~~
- more than 10 units/common elements/blocks ~~\$9,300.00~~ ~~\$8,500.00~~

ii) Exemption

- For any plan of condominium submitted to the Corporation of the County of Renfrew for exemption under section 50 of the Condominium Act, as amended. ~~\$1,650.00~~ ~~\$1,500.00~~

iii) Major Plan Revision (Re-circulation)

50% of the Initial Application Fee as indicated in 3.b)i) above

- For major revisions to the draft plan, draft approved plan and/or conditions of draft approval which require major recirculation.

iv) Minor Revision or Emergency Extension

~~\$715.00~~ ~~\$650.00~~

- For minor revisions to the draft plan and/or draft conditions, which do not require major recirculation and for each emergency extension to draft approval of not more than three (3) month(s).

v) Draft Approval Extension (Annual)

\$1,000.00

- For each extension of draft approval of not more than twelve (12) months beyond the usual three (3) years draft approval granted by the County.

**b)c) Part Lot Control Exemption By-law**

- i) Final Approval \$~~660.00~~600.00
- Payable prior to the By-law being given final approval by the County.

**c)d) Peer Review Deposit**

- i) Plan of Subdivision and Plan of Condominium

A deposit of \$15,000.00 shall be paid to the County at the time of application ~~or, if required at pre-consultation,~~ to cover the cost of undertaking a peer review of any technical study or studies submitted in support of an application (or pre-consultation) for a plan of subdivision or plan of condominium. The deposit shall be applied to the cost of the peer review with any surplus refunded to the applicant. If the costs of peer review exceed the deposit, the applicant will be charged any additional costs incurred. If peer review of the technical studies was completed through pre-consultation no further deposit will be requested.

Further, the applicant shall be required to reimburse the County for the fees and expenses of the County's peer review professionals which are beyond the review of the applicant's technical studies (i.e., dispute resolution, municipal board hearings). Technical studies include, but are not limited to hydrogeology studies, environmental impact studies, servicing options study, traffic studies, soil studies and noise assessment studies.

**4. OFFICIAL PLAN AMENDMENTS**

- a) Application to amend the County of Renfrew Official Plan \$~~2,200.00~~2,000.00
- b) Approval of an adopted Local Official Plan Amendment \$~~550.00~~500.00

**5. PROCESSING OF LOCAL PLANNING ACT APPROVALS\***

- a) Where an application is submitted by an applicant to a municipality:
- i) For each site specific application pursuant to section 21 of the Planning Act (Official Plan Amendment) - review of Application to amend Official Plan, and preparation and processing of amendment. \$~~1,650.00~~1,500.00
  - ii) For each site specific application pursuant to section 34 of the Planning Act (Zoning By-law Amendments) - review of Application to amend Zoning By-laws and preparation and processing of amendment. \$~~935.00~~850.00
  - iii) Where a combination of requests for site-specific amendments pursuant to sections 17, 21 and 34 of the Planning Act are submitted the fee charged for

each additional request above the first submitted for the same site shall be reduced by ~~\$150.00~~~~100.00~~

iv) To remove a holding symbol pursuant to section 36 of the Planning Act. ~~\$220.00~~~~200.00~~

v) For each site specific application pursuant to section 45 of the Planning Act (minor variance application) – review of application for a minor variance, preparation and processing of the application. \$750.00

vi) For each site specific application pursuant to section 53 of the Planning Act (consent application) – review of application for a consent application, preparation and processing of the application. ~~\$1,550.00~~~~1,400.00~~

vii) For each site specific application pursuant to section 41 of the Planning Act (site plan control) – review of the application. ~~\$550.00~~~~500.00~~

For site plan applications implementing requirements of a plan of subdivision. ~~\$55.00~~~~50.00~~

\* These fees are to the local municipality

## 6. PRE-CONSULTATION

### a) County Approvals (Consent/Plan of Subdivision/Official Plan Amendment):

1) Stage 1 Pre-consultation \$200.00

2) The fee for a planning application submitted within 12 months of a Stage 1 Pre-consultation shall be reduced by: \$200.00\*

\*Only reduced for one application in the event that multiple applications are submitted.

### b) Local Municipal Approvals (Zoning/Site Plan/Minor Variance)\*

1) Stage 1 Pre-consultation \$200.00

2) Stage 2 Pre-consultation \$1,000.00

3) The fee for a planning application submitted within 12 months of a Stage – 1 pre-consultation shall be reduced by: \$200.00\*\*

\* These fees/reductions are to the local municipality

\*\* Only reduced for one application in the event that multiple applications are submitted.

## 6.7. OTHER

### a) Where applicable, the following hourly rates apply:

i) Director	\$130.00
ii) Manager	\$100.00
iii) County Planner	\$75.00

- |  |                             |
|--|-----------------------------|
| iv) Junior Planner   | \$60.00                     |
| v) Secretary/Clerical  | \$55.00                     |
| b) Minor Variance Reports for local municipalities   | \$ <del>440.00</del> 400.00 |
| c) <u>Consent Reports for <del>lower tier</del> local municipal</u> committees of adjustment | \$ <del>440.00</del> 400.00 |
| d) <u>Re-submission of an application previously determined to be incomplete:</u>            |                             |
| <u>One time deemed incomplete – 100% of the original fee.</u>                                |                             |
| <u>Two times deemed incomplete – 125% of the original fee.</u>                               |                             |
| <u>Three times deemed incomplete – 150% of the original fee.</u>                             |                             |
| <u>Four or more times – 200% of the original fee.</u>  |                             |

~~7.8.~~ 8.9. THAT By-law 17-22 is hereby repealed.

~~8.9.~~ 9.10. THAT this By-law shall come into force and take effect on the 28th day of June 2023.

READ a first time this 28th day of June 2023.

READ a second time this 28th day of June 2023.

READ a third time and finally passed this 28th day of June 2023.

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PETER EMON, WARDEN

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CRAIG KELLEY, CLERK



**COUNTY OF RENFREW**

**BY-LAW NUMBER**

**A BY-LAW TO DELEGATE AUTHORITY TO THE MANAGER OF PLANNING SERVICES  
TO ENTER INTO CONSENT AGREEMENTS FOR THE COUNTY OF RENFREW**

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WHEREAS the County of Renfrew recognizes the need for efficient and effective decision-making processes in matters of planning and land development;

AND WHEREAS the authority to give consents under Section 53 of the Planning Act is delegated to Council, and whereas Section 54 of the Planning Act authorizes Council to then delegate this authority;

AND WHEREAS it is deemed appropriate to delegate certain authorities to the Manager of Planning Services to facilitate timely and appropriate decisions related to consent agreements;

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

**Definitions**

**“Consent Agreement”** refers to an agreement entered into pursuant to the Planning Act or any other applicable legislation, which may include conditions, obligations, or requirements related to land division, severance, or other land development matters.

**“Manager of Planning Services”** refers to the individual appointed by the Council of the County of Renfrew to oversee and manage planning-related functions.

**Delegation of Authority**

- a) The authority to enter into consent agreements is hereby delegated to the Manager of Planning Services, as designated by the Council of the County of Renfrew.
- b) The Manager of Planning Services shall have the power and authority to negotiate, execute, and deliver consent agreements on behalf of the County of Renfrew, subject to the provisions outlined in this By-law and any applicable legislation.
- c) The delegation of authority shall include the ability to modify, amend, or revoke consent agreements as necessary, in consultation with legal counsel and as guided by relevant policies and procedures.

### **Limitations and Guidelines**

- a) The Manager of Planning Services shall exercise the delegated authority in accordance with the Planning Act, County of Renfrew's Official Plan, Zoning By-laws, and other relevant legislation, policies, and guidelines.
- b) The Manager of Planning Services shall consult with the appropriate County of Renfrew departments, agencies, and stakeholders as necessary to ensure compliance with all applicable requirements, standards, and regulations.

### **Severability**

In the event that any provision or part thereof contained in this By-law is found to be invalid, illegal, or unenforceable, it shall be severed from the By-law, and the remainder of the By-law shall continue in full force and effect.

### **Effective Date**

THAT this By-law shall come into force and effect upon its passing and upon filing with the appropriate authorities as required By-law.

READ a first time this 28th day of June 2023.

READ a second time this 28th day of June 2023.

READ a third time and finally passed this 28th day of June 2023.

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PETER EMON, WARDEN

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CRAIG KELLEY, CLERK