



Town of Arnprior
Regular Meeting of Council Agenda
Date: Monday, September 27, 2021
Time: 6:30 p.m.
Location: Via Electronic Participation

- 1. Call to Order**
- 2. Roll Call**
- 3. Land Acknowledgement Statement**
- 4. Adoption of Agenda (Additions/ Deletions)**
- 5. Disclosures of Pecuniary Interest**
- 6. Question Period**
- 7. Adoption of Minutes of Previous Meeting(s) (Except Minutes of Closed Session)**
 - a) **Regular Meeting of Council – September 13, 2021** (Page 1-6)
- 8. Awards/ Delegations/ Presentations**
- 9. Public Meetings**
 - i. Amendments to the Official Plan and Zoning By-law and Application for Plan of Subdivision for 640 White Lake Road (Tartan Homes Corporation)

10. Matters Tabled/ Deferred/ Unfinished Business

11. Staff Reports

- a) **Plan of Subdivision 47-T-14002-Revision Marshall's Bay Meadows Subdivision, Phases 3-5**, Robin Paquette, CAO (Page 7-18)
- b) **Servicing Beyond Arnprior Municipal Boundaries**, Robin Paquette, CAO / John Steckly, GM, Operations (Page 19-24)
- c) **Municipal Modernization – SCADA and PLC Software Upgrade**, John Steckly, GM, Operations (Page 25-27)
- d) **Alternative Voting Method 2022 Municipal Election**, Maureen Spratt, Town Clerk (Page 28-31)
- e) **Proclamation – Fire Prevention Week**, Kaila Zamojski, Deputy Clerk (Page 32-35)
- f) **Proclamation – Rett Syndrome Awareness Month**, Kaila Zamojski, Deputy Clerk (Page 36-40)

12. Committee Reports and Minutes

13. Notice of Motion(s)

14. County Councillor's Report from County Council

15. Correspondence & Petitions

a) Correspondence

- i. Correspondence Package I-21-Sep-16

16. By-laws & Resolutions

a) By-laws:

- i. **By-law Number 7212-21**– Part Lot Control Blks 31-33 (Marshall's Bay Meadows) (Page 41-42)
- ii. **By-law Number 7213-21**– Appoint M. Shannon-Kolar – Arnprior Public Library Board (Page 43)
- iii. **By-law Number 7214-21**– Licensing Backyard Chickens (Page 44-56)
- iv. **By-law Number 7215-21**– Amend User Fees and Charges By-law (Backyard Chickens) (Page 57)
- v. **By-law Number 7216-21**– NSC Canteen Lease Agreement (Page 58-77)
- vi. **By-law Number 7217-21**– Appointments to the Inclusivity and Diversity Advisory Committee (IDAC) (Page 78-79)

17. Announcements

18. Media Questions

19. Closed Session

- One matter pursuant to Section 239 (2)(f) of the Municipal Act, 2001 advice that is subject to solicitor-client privilege including communications necessary for that purpose (Vaccination Policy)
- One matter pursuant to Section 239 (2)(b)(f) of the Municipal Act, 2001 to discuss a personal matter about an identifiable individual including municipal or local board employees; advice that is subject to solicitor-client privilege including communications necessary for that purpose (Staffing Update)

20. Confirmatory By-law

By-law No. 7218-21 to confirm the proceedings of Council

21. Adjournment

Please note: Town Hall is following social distancing protocols that have been recommended by the federal and provincial governments to help protect the health and well-being of our community. Please see the Town's [Website](#) to view the live stream. The meeting will be uploaded to YouTube for future viewing.

The agenda is made available in the Clerk's Office at the Town Hall, 105 Elgin Street West, Arnprior and on the Town's [Website](#). Persons wishing to receive a print item on the agenda by email, fax, or picked up by hand may request a copy by contacting the Clerk's Office at 613-623-4231 ext. 1818. The Agenda and Agenda items will be prepared in an accessible format upon request.

Full Distribution: Council, C.A.O., Managers and Town Administrative Staff

E-mail to: Metroland Media; Oldies 107.7/My Broadcasting Corporation; Valley Heritage Radio; Ottawa Valley Business



**Minutes of Council Meeting
September 13, 2021
6:30 PM
Electronic Participation – Via Zoom**

Council and Staff Attendance

Council Members Present:

Mayor Walter Stack
County Councillor Dan Lynch
Councillor Ted Strike
Councillor Lynn Grinstead
Councillor Tom Burnette
Councillor Chris Toner
Councillor Lisa McGee

Council Members Absent:

Town Staff Present:

Robin Paquette, CAO
Maureen Spratt, Town Clerk
Kaila Zamojski, Deputy Clerk
Jennifer Morawiec, General Manager,
Client Services/ Treasurer
John Steckly, General Manager,
Operations
Graeme Ivory, Director of Recreation
Patrick Foley, Engineering Officer
Facilities and Assets

1. Call to Order

Mayor Walter Stack called the Regular Council Meeting to order at 6:30 PM and welcomed those present.

2. Roll Call

The roll was called, with all Members of Council being present.

3. Land Acknowledgement Statement

Mayor Walter Stack asked everyone to take a moment to acknowledge and show respect for the Indigenous Peoples as traditional stewards of the land we operate on, by stating:

I would like to begin by acknowledging that the land on which we work and gather is the traditional unceded territory of the Anishinaabe People. This Algonquin Nation have lived on this land for thousands of years, long before the arrival of the European settlers, and we are grateful to have the opportunity to be present in this territory.

4. Adoption of Agenda

Resolution Number 318-21

Moved by Chris Toner

Seconded by Tom Burnette

Be It Resolved That the agenda, for the Regular Meeting of Council dated Monday, September 13, 2021, be adopted.

Resolution Carried

5. Disclosures of Pecuniary Interest

None

6. Question Period

None

7. Adoption of Minutes of Previous Meeting(s)

Resolution Number 319-21

Moved by Dan Lynch

Seconded by Lisa McGee

That the minutes of the Regular Meetings of Council listed under item number 6 (a) on the Agenda be adopted (Regular Meeting of Council – August 23, 2021).

Resolution Carried

8. Awards/Delegations/Presentations

a) Delegations

i. Arnprior Regional Health – Eric Hannah, President and CEO

Mayor Walter Stack introduced the members from Arnprior Regional Health, Eric Hanna, President and CEO and Cathy Jordan, Board Chair. Mr. Hanna provided a presentation giving an information update on Arnprior Regional Health attached as Appendix A and forming part of these minutes.

Mayor Stack and Members of Council thanked Eric Hanna for the presentation and wished him all the best in his retirement.

9. Public Meeting

None

10. Matter Tabled/ Deferred/ Unfinished Business

None

11. Staff Reports

a) Green and Inclusive Buildings Program – Grant Application – Engineering Officer Facilities & Assets

Resolution Number 320-21

Moved by Lynn Grinstead

Seconded by Lisa McGee

That staff report Number 21-09-13-01 regarding the 2021 Green and Inclusive Community Buildings (GICB) Grant Application be received; and

That Council direct staff to make an application to the Green and Inclusive Community Buildings Program for the proposed Nick Smith Centre Accessibility Upgrades Project as presented to improve accessibility and lower Greenhouse Gas (GHG) emissions while demonstrating good asset management practices for the Nick Smith Centre.

Resolution Carried

b) Nick Smith Centre Canteen Rental Agreement – Director of Recreation

Resolution Number 321-21

Moved by Chris Toner

Seconded by Dan Lynch

That Council authorize staff to bring forward at the September 27, 2021 meeting, a by-law to adopt a new lease agreement with Rafka El-Hachache for the Nick Smith Centre canteen with terms as outlined within this report.

Resolution Carried

12. Committee Reports and Minutes

None

13. Notice of Motions

None

14. County Councillor's Report from County Council

County Councillor Lynch noted the following information from the County of Renfrew:

- On August 28th, County Council met for the first time in person at the newly renovated chambers. After the Council meeting, official Opening Ceremonies were completed with Mayor Stack also attending.
- Chief of Paramedic Services, Mike Nolan, who has led the County through this pandemic, has recommended that for the months of September and October, County Council meet virtually, both Committee and County Council. This plan has been accepted by County Council and will be reassessed at the end of October.
- On August 27th, on behalf of the Town, comments were submitted related to the County Development Charges. This should be tabled at the Operations Committee on September 14th.
- Statistics from the Renfrew County Health Unit dealing with how many Arnprior residents have been vaccinated has been requested.
- County offices will be closed on September 30th for the National Day for Truth and Reconciliation.

15. Correspondence & Petitions**a) Correspondence Package – I-21-SEPT-15**

Resolution Number 322-21

Moved by Chris Toner

Seconded by Lisa McGee

That the Correspondence Package Number I-21-SEPT-15 be received as information and filed accordingly.

Resolution Carried

County Councillor Dan Lynch noted the following items:

- Page 13 - To ensure everyone has enough time to renew, Ontario has extended the renewal deadlines for most driver's licences, licence plate stickers, Ontario Photo Cards and health cards until February 28, 2022.
- Page 42 - On October 14, AMO and the Municipal Information Systems Association of Ontario are co-hosting the second virtual Municipal Cyber Security Forum on how municipalities can build cyber security resiliency. The cost is \$50 plus HST.
 - In response to County Councillor Lynch the CAO noted that the General Manager, Client Services/Treasurer has taken the first session of this training and is enrolled to take the second session.
- Page 46 - The Pembroke detachment of the Upper Ottawa Valley OPP is hosting a criminal record check day for all volunteers on Saturday, September 25. There is no fee for people who require a criminal record check for volunteer purposes but those applicants must supply a hard copy letter of confirmation from the organization they are volunteering with. The record check day is being held at the Pembroke OPP detachment only, located at 77 International Drive in Pembroke. Record checks will take place from 8:00am to Noon and 1:00pm to 4:00pm. Applicants must reside in the jurisdiction of the Upper Ottawa Valley OPP detachment. Anyone with questions may contact the Upper Ottawa Valley OPP Pembroke detachment at 613- 732-3332 or the Petawawa detachment at 613-735-0188.

15. By-laws/Resolutions

a) By-laws

Resolution Number 323-21

Moved by Lynn Grinstead

Seconded by Dan Lynch

That the following by-law be and is hereby enacted and passed:

- i. By-law Number 7209-21 – Lift Holding Symbol (Fairgrounds)
- ii. By-law Number 7210-21 – Deputy Treasurer

Resolution Carried

b) Resolutions

Resolution Number 324-21

Moved by Lynn Grinstead

Seconded by Chris Toner

Whereas the Truth and Reconciliation Commission released its final report on June 2, 2015, which included 94 Calls to Action to redress the legacy of residential schools and advance the process of Canadian reconciliation;

And Whereas the recent discoveries of remains and unmarked graves across Canada have led to increased calls for all levels of government to address the recommendations in the TRC's Calls to Action;

And Whereas all Canadians and all orders of government have a role to play in reconciliation;

And Whereas Recommendation #80 of the Truth and Reconciliation Commission called upon the federal government, in collaboration with Aboriginal peoples, to establish, as a statutory holiday, a National Day for Truth and Reconciliation to ensure that public commemoration of the history and legacy of residential schools remains a vital component of the reconciliation process;

And Whereas the Federal Government has announced September 30th, 2021, as the first National Day for Truth and Reconciliation (National Orange Shirt Day) and a statutory holiday;

Therefore Be It Resolved That the Council of the Corporation of the Town of Arnprior does hereby commit to recognizing September 30th, 2021, as the National Day for Truth and Reconciliation (National Orange Shirt Day) by sharing the stories of residential school survivors, their families, and communities.

And Further Resolved That the Every Child Matters flag be flown at the Town Hall on September 30th, 2021 as a symbol of support and recognition for those affected by the harms of the residential school dark legacy.

Resolution Carried

16. Announcements

County Councillor Dan Lynch made the following announcements:

- A reminder there is still time to sign up for the Arnprior Regional Health Foundation golf tournaments, September 18th at the Madawaska Golf Course and September 25th at Mountain Creek Golf Course.
- The Virtual Terry Fox Run takes place on Sunday, September 19th.

- Legion Week is September 19 – 25. Remember to thank a Veteran.
- The two Catch the Ace draws are back in support of the Arnprior Hospital and the local Lions Club.
- Lastly, Bob Adkins of Fairbrooke Court had a “Hole in One” last week at the Madawaska Golf Course.

Ted Strike made the following announcement:

- Badham Machine Shop & Welding Ltd. will be closing, after being in business for over 40 years. This business will be missed in this community.

17. Media Questions

None

18. Closed Session

Resolution Number 325-21 (7:27 pm)

Moved by Lisa McGee

Seconded by Lynn Grinstead

That Council move into closed session regarding:

- One Matter about an identifiable individual including Municipal or Local Board Employees pursuant to Section 239 (2)(b) of the Municipal Act, 2001 (Striking Committee – IDAC, Library Board, Policing Committee)
- One Matter about identifiable individual including Municipal or Local Board Employees pursuant to Section 239 (2)(b) of the Municipal Act, 2001 (Staffing Update)
- One Matter about labour relations or employee negotiations, pursuant to Section 239 (2)(d) of the Municipal Act, 2001 (National Day for Truth and Reconciliation).

Resolution Carried

Resolution Number 326-21 (8:43 pm)

Moved by Dan Lynch

Seconded by Tom Burnette

That Council resume to Open Session.

Resolution Carried

Resolution Number 327-21

Moved by Lynn Grinstead

Seconded by Dan Lynch

That staff facilitate appointments to the Inclusivity and Diversity Advisory Committee and the vacancy on the Arnprior Public Library Board.

Resolution Carried

Resolution Number 328-21

Moved by Tom Burnette

Seconded by Chris Toner

That Council direct the CAO to proceed as directed in regards with item 2 (staffing update).

Resolution Carried

19. Confirmatory By-Law

Resolution Number 329-21

Moved by Ted Strike

Seconded by Lisa McGee

That By-law No. 7211-21 being a By-law to confirm the proceedings of the Regular Meeting of Council held on September 13, 2021 be and it is hereby enacted and passed.

Resolution Carried

20. Adjournment

Resolution Number 330-21

Moved by Lisa McGee

Seconded by Lynn Grinstead

That this meeting of Council be adjourned at 8:45 pm.

Resolution Carried

Signatures

Walter Stack, Mayor

Maureen Spratt, Town Clerk



Town of Arnprior Staff Report

Subject: Plan of Subdivision 47-T-14002 – Revision Marshall's Bay Meadows Subdivision, Phases 3-5

Report Number: 21-09-27-01

Report Author and Position Title: Robin Paquette, Planner/CAO

Department: Community Services Branch

Meeting Date: September 27, 2021

Recommendations:

That Council receives on circulation from the County of Renfrew the Redline Revision of the Draft Approved Plan of Subdivision for Madawaska Boulevard (47-T-14002); and

That Council direct staff to advise the County that no revisions to draft conditions are required as a result of the redline revision proposed.

Background:

Owner: Madawaska Regional Inc.

Agent: Adam Thompson, Novatech Engineering

Description of Subject Lands: (See Attachment #1 – Key Plan)

Legal Description: Part Lot 1, Concessions C & D and part of Road Allowance Between Concession C & D, Geographic Township of McNab

Area of Land: 24.06 ha (59.45 acres)

Existing Structures: Vacant lands

Surrounding uses: Mixed Residential (Phase 1 and 2) Industrial, Environmental Protection, Commercial

Current Designations:

Official Plan: Mixed Use Residential/Commercial Area and Low/Medium Density Residential Area

Zoning Designation: Future Development (FD)

Marshall's Bay Meadows Subdivision (previously known as the T. Anas Holdings Subdivision) originally received Draft Plan of Subdivision on August 5, 2015. The current owners, Marshall's Bay Regional Inc., purchased the lands in March 2018 and proceeded to revise the general layout of the subdivision to improve connectivity and efficiency in the overall design of the new community.

The 2018 Approved Draft Plan of Subdivision contained a total of 503 residential units (See Document #1). The Draft Plan consisted of:

- 98 single detached lots;
- 62 blocks for 124 semi-detached units;
- 8 blocks for 125 multiple attached units;
- 6 blocks for 156 apartment dwelling units;
- 2 blocks for community parks;
- 1 block for commercial uses; and
- 3 blocks for servicing and stormwater management

Phase 1 of the Subdivision Plan was registered in February of 2021, while Phase 2 was registered in late July 2021.

Discussion:

In conjunction with the preparations for Phase 3 of Marshall's Bay Meadows, the developer suggests that the lotting proposed in the original Draft Plan of Subdivision does not fully reflect the current market demands for housing in the Town of Arnprior. The adjustments in the proposed lotting have triggered a requirement to undertake minor revisions to an Approved Draft Plan of Subdivision as the total number of lots will be increasing moderately. The proposed 2021 Revised Draft Plan of Subdivision contains a total of 521 residential units.

The Revised Draft Plan of Subdivision (see Document #2) consists of:

- 115 single detached lots (an increase of 17 units);
- 49 blocks for 98 semi-detached units (a reduction of 26 units);
- 10 blocks for 128 multiple attached units (an increase of 3 units);
- 6 blocks for 180 apartment dwelling units (an increase of 24 units);
- 2 blocks for community parks;
- 1 block for commercial uses; and
- 2 blocks for servicing and stormwater management

The plan provided indicates an overall increase of 18 units, the majority of which are single-family dwellings and apartment dwellings. There is a moderate increase in the number of multiple-attached units (townhouses) over the whole of the subdivision.

The layout of the Revised Draft Plan of Subdivision maintains most aspects from the original draft plan approval. The road pattern proposed has not been altered from the original draft plan approval and the total proposed road frontages have not changed. Similarly, the two proposed park blocks are consistent with the original draft plan approval with respect to location and park sizes. Revisions that have been made to the Approved Draft Plan of Subdivision are strictly to lotting and the minor redistribution of unit types. The minor redistribution of unit types brings the Plan of Subdivision more in line with the Official Plan policies for the Town of Arnprior.

The 2018 Approved Draft Plan of Subdivision application conformed to the policies of the new 2017 Official Plan, while recognizing that the proposed uses have been previously established as permitted for these lands. The proposed Revised Draft Plan of Subdivision continues to follow the vision and intent set out in the Official Plan. From the applicant's planning justification report, the following review identifies key policies and objectives of the Official Plan and demonstrates how the proposed Revisions to the Draft Plan of Subdivision conforms to these policies and objectives.

Section A3.2 (Sustainable Development) of the Official Plan lists several Strategic Objectives aimed at meeting a goal *"to promote and encourage sustainable forms of land use and development"*:

- a) *"Minimize the Town's ecological footprint and the impacts of growth by encouraging new development that is based on the principles of sustainable development;*
- f) *Promote a compact urban form and develop an energy-efficient mix of land uses, where appropriate, to provide livable, healthy communities;*
- g) *Encourage reductions in the use of private automobiles by promoting active transportation and the use of Transportation Demand Management measures, such as cycling and walking;*
- h) *Encourage efficient site design, and building design and construction techniques that minimize space heating and cooling energy consumption, and encourage the upgrading/retrofitting of existing buildings and facilities;*

Section A3.4 (Community Character) lists objectives that direct new development to *"protect and enhance the character of the community"*:

- a) *Encourage the development of neighbourhoods which are: compact; provide for an integrated network of pedestrian-oriented streets, pathways and cycling facilities; and provide an appropriate mix of housing types, community facilities, commercial and service uses, and open spaces;*

The proposed Revised Draft Plan of Subdivision conforms to the objectives of Sections A3.2 and A3.4 in the following manner:

- **Changes in the distribution of unit types and the modest increase in the number of units is in keeping with the policies by continuing to accommodate more growth than previously and address current market trends to affordability.**
- **The street pattern and related network of sidewalks have not been altered continue to promote walking and healthy lifestyles.**

Section A3.7 (Infrastructure) of the Official Plan lists objectives aimed at meeting a goal *“to ensure that all infrastructure, including sanitary sewers, water distribution and stormwater management facilities, roads and municipal facilities meet the needs of present and future residents and businesses.”*:

- a) *“Ensure that all infrastructure required to serve urban areas is built prior to, or coincident with, development;*
- b) *Encourage the establishment of an integrated transportation system that safely and efficiently accommodates various modes of transportation including cycling, walking, automobiles and trucks;*
- c) *Ensure that the construction of all infrastructure, or expansions to existing infrastructure, occurs in a manner that is compatible with adjacent land uses, is cost effective and with a minimum of social and environmental impact;*
- d) *Encourage the provision of infrastructure that is energy efficient, promotes water conservation and water efficiencies, and supports improvements to air quality;*
- e) *Encourage upgrades to the Town’s water and sewage collection system to improve efficiencies and expand capacity.”*

The proposed minor revisions to the Approved Draft Plan of Subdivision conform to the objectives of Section A3.7 by:

- **Demonstrating through the submission of a Detailed Site Servicing and Stormwater Management Report for Phases 1 and 2, prepared by Novatech, dated April 12, 2019, which concludes that the proposed development can be serviced using the Town’s current infrastructure. Further addendums have been provided to address current lotting configurations. The first phases of development can be serviced by connecting the subdivision to existing municipal water and sanitary sewer services. The later phases of development will require the construction of a sanitary pump station.**

- **Phases 3 to 5 of the Marshall's Bay Meadows will continue to expand the community street network and associated sidewalks.**

Section A3.8 (Housing) of the Official Plan lists objectives aimed at meeting a goal “To provide an appropriate housing supply and range of housing choices to meet the needs of present and future residents” by:

- a) “Ensure that there is an appropriate supply of land for residential development subject to the availability of water and wastewater capacity;*
- b) Assist in the achievement of residential intensification and affordable housing by encouraging opportunities for mixed-use development in appropriate locations that support the other objectives of this Plan;*
- e) Ensure that a full range of housing opportunities for all incomes and ages is available for residents in the Town;*
- f) Ensure that a viable amount of rental housing continues to be available;*
- g) Support universal physical access and encourage the building industry to incorporate such features in new residential structures.”*

The proposed minor revisions to the Approved Draft Plan of Subdivision conform to the objectives of Section A3.8 by:

- **Proposing a mix of single-family dwellings, street townhouses and apartments. A mix of two-storey and bungalow units provide further options for housing to accommodate housing opportunities for a wide variety of lifestyles and needs.**
- **Proposing apartment dwellings provide opportunities for increasing rental stock. Certain units may be constructed as rental units. Condominiums can also increase rental stock for the Town as units are often purchased as investment properties.**

As the plan's residential lands are designated 'Low/Medium Density Residential Area', Section C2.2 of the Official Plan states that the objectives of the designation are to:

- a) “Provide for new housing opportunities to meet the Town's projected housing needs;*
- b) Provide for a range of housing types and forms to ensure accessible, affordable, adequate, and appropriate housing for all socio-economic groups;*
- c) Achieve more compact forms of residential development in a manner that is compatible with the character and pattern of adjacent surrounding development;*

- d) *Ensure that new residential areas permit a variety of complementary and compatible land uses, including community facilities, open space areas; and,*
- e) *Establish a comprehensive set of design guidelines and policies for new residential development that fosters the establishment of an urban environment that is safe, functional, sustainable and attractive.”*

The proposed Revised Draft Plan of Subdivision revision conforms to the objectives of Section C2 by:

- **Continuing to provide a wide selection of unit types distributed between single-family dwellings, street townhouses and apartments. Options for two-storey and bungalow units provide housing opportunities for a wide variety of lifestyles and needs.**
- **A modest increase the number of units by establishing an efficient design, including additional apartment dwellings is intended to respond to current market trends. The overall increase of 18 units, to a total of 521 units, is a modest increase that will maintain the vision of the 2018 Draft Plan Approval.**

Section C2.3 of the Official Plan establishes the list of uses permitted in the ‘Low/Medium Density Residential Area designation’. Uses permitted are:

- a) *“Single detached dwellings;*
- b) *Semi-detached dwellings;*
- c) *Townhouse dwellings;*
- d) *Low-rise apartments buildings (maximum height – 6 storeys);*
- e) *Secondary residential units in accordance with Section B9.3;*
- f) *Home businesses in accordance with Section C1.5.1;*
- g) *Bed and breakfast establishments in accordance with Section C1.5.2;*
- h) *Day nurseries and local institutional uses in accordance with Section C1.5.3.”*

All residential uses proposed in remaining phases of Marshall’s Bay Meadows are permitted in the ‘Low/Medium Density Residential’ designation. Proposed apartment buildings to be located along Madawaska Boulevard are anticipated to be in the 3 to 4 storey range. Uses (e) through (h) above are not specifically proposed as part of the subdivision but are recognized as uses that will be permitted within those uses listed as (a) through (d) above.

Section C2.4.1 of the Official Plan includes policies that are intended to promote the development of single-detached dwellings in all new large subdivisions. It is understood that the intent of these policies is to protect the historic residential character of the Town, which is predominately single detached older homes. To address this intention, the policies of Section C2.4.1 state,

- a) *“The predominant form of housing in new development areas shall be in the form of single detached dwellings and in this regard, no less than 50% of the new dwelling units in any contiguous development area that has more than 20 units be comprised of single detached dwellings.*
- b) *This policy also applies to existing contiguous development areas as well and if an application to re-lot an already registered Plan of Subdivision is received by the Town.*
- c) *An amendment to this Plan is not required if the Town determines that an alternative approach that is generally in keeping with this section of the Plan is appropriate.”*

For the purposes of the original calculation for Marshall’s Bay Meadows, the higher density apartment units were not included. The apartment units are all located on the perimeter of the community and are not entirely contiguous to the overall built form.

Table 1 below provides a comparison between the distribution of units from the 2018 Approved Draft Plan of Subdivision and the proposed Revised Draft Plan of Subdivision:

TABLE 1: Marshall’s Bay Meadows Subdivision Unit Breakdown Comparison (as per Policy C2.4.1)		
<u><i>2018 Approved Draft Plan</i></u>		
Singles	98	28.2%
Semis	124	35.7%
Towns	125	36.0%
Total	347	100.0%
<u><i>2021 Revised Draft Plan</i></u>		
Singles	115	33.7%
Semis	98	28.7%
Towns	128	37.5%
Total	341	100.0%

The primary differences between the 2018 Approved Draft Plan of Subdivision and the 2021 Revised Draft Plan of Subdivision are the increases to the number of single-family dwellings to a total of 115 units and an overall reduction in the number of semi-detached dwellings as well as a modest increase in the number of townhouses with three (3) proposed additional units. While neither the Original Draft Plan nor the Revised Draft Plan meet the objective of 50% single detached units, the Revised Draft Plan continues to move the subdivision in the direction of meeting the policy.

Table 2 below modifies the calculation to classify semi-detached units in the same category as single-detached dwellings to demonstrate that the overall comparison, between the 2018 Approved Draft Plan of Subdivision and the 2021 Revised Draft Plan of Subdivision.

TABLE 2: Marshall's Bay Meadows Subdivision Unit Breakdown Comparison (as per Policy C2.4.1)		
<u><i>2018 Approved Draft Plan</i></u>		
Single/Semis	222	64.0%
Towns	125	36.0%
Total	347	100.0%
<u><i>2021 Revised Draft Plan</i></u>		
Single/Semis	213	61.9%
Towns	128	37.5%
Total	341	100.0%

Sub policy (c) of Section C2.4.1 allows for the approval of development applications that do not strictly conform to sub policy (a) without the need to seek an Official Plan Amendment. As the 2021 Revised Draft Plan of Subdivision represents only a moderate increase in the total number of units. The revisions are in keeping with the intent of the Official Plan by providing a compact form of development.

Section C2.4.2 of the Official Plan includes policies that are intended to promote integration of unit types within existing and new neighbourhoods. The policies of Section C2.4.2 state,

- a) *"Where semi-detached and/or townhouse dwellings are proposed in already developed areas and new development areas, they shall be integrated with single detached*

dwelling to provide for variability in the built form and streetscape and to provide housing choice throughout the development area.

- b) Where townhouse dwellings are proposed, they shall generally not back onto or be located across the street from existing and/or proposed single detached dwellings, unless they have a built form that is compatible with the existing and/or proposed single detached dwellings.*
- c) In addition to the above, townhouse dwellings shall generally not front on the entrance roads to development areas, where the predominant form of housing is single detached dwellings.*
- d) In order to ensure compatibility with existing development in the Established Residential Area designation, new development in the Low/Medium Density Residential Area designation should generally have a physical character that is compatible with development in the existing neighbourhood in terms of density, lot sizes, maximum building heights, and minimum setbacks.”*

The Revised Draft Plan of Subdivision continues to conform to the policies of Section C2.4.2 by:

- **Maintaining a mix of housing types that are to be available for each phase. To accommodate and promote flexibility, unit types and lotting is revisited on a phase-by-phase basis. This promotes the efficient development of the subdivision by ensuring that unit types released for sale are marketable at the time of development.**
- **Townhouses have been in areas where they will front onto, or back onto, apartment dwellings, parks, other townhouse dwellings or the town boundary. Where townhouses are proposed fronting onto or backing single-family dwellings or semi-detached dwellings, these units will be bungalow townhouses which are wider than traditional townhouses.**

The proposed Revised Draft Plan of Subdivision is consistent with the policy framework set out in the Arnprior Official Plan. The proposed development of residential uses is permitted by the Official Plan. The building types of single-detached dwellings, semi-detached dwellings, street townhouse dwellings and apartment dwellings conform to the density and built form policies of the Official Plan.

Having undertaken this review, staff recommend to Council support of the redline revision to the Draft Plan for Phases 3 to 5 for the Subdivision as circulated. No recommended changes to the draft conditions are proposed as a result of the revision.

Options:

Council could choose to not support the revised plan or to support with revisions to the draft conditions. Should Council not provide revised draft conditions, the original draft conditions will remain in place, unless amended by the approval authority. Ultimately, the approval authority has the discretion to amend and issue conditions, however, they do typically issue any conditions requested by the Town.

In this case, staff have reviewed the plans and submissions, and recommend the original draft conditions as being appropriate for the proposed development.

Policy Considerations:

As outlined within the report.

Financial Considerations:

Not Applicable

Meeting Dates:

N/a

Consultation:

Documents:

1. Draft Plan Approved – Demonstration Plan
2. Redline Revised – Demonstration Plan

Signatures

Reviewed by Department Head: Robin Paquette

Reviewed by General Manager, Client Services/Treasurer: Jennifer Morawiec

CAO Concurrence: Robin Paquette

Workflow Certified by Town Clerk: Maureen Spratt







Town of Arnprior Staff Report

Subject: Servicing beyond Arnprior Municipal Boundaries

Report Number: 21-09-27-02

Report Author and Position Title: Robin Paquette, CAO and John Steckly, General Manager of Operations

Department: CAO/Operations

Meeting Date: September 27, 2021

Recommendations:

That Council accept this report for information; and

That Council direct staff to advise the Township of McNab/Braeside and Pegasus Development that their requests for consideration of servicing beyond the boundaries of the Town of Arnprior are considered premature until the Growth Management Study, as well as service capacity studies currently being undertaken, are completed and that their requests will be considered once these studies are completed.

Background:

The Council of the Township of McNab/Braeside has requested that the Council of Arnprior provide an indication on the level of interest in discussing the option of an Inter-Servicing Agreement for the providing of services to properties within the municipality of McNab/Braeside. As we are aware, the Township has been approached by residential land developers with respect to development of lands within the Township, with an interest in developing the lands on full municipal services (water and sewer).

Staff have also received an “expression of intent to the Town of Arnprior to work with the Town, the City of Ottawa, the County of Renfrew, and the Province, as needed, to have the Annexation Lands annexed from the City of Ottawa to the Town of Arnprior”, submitted by planning and engineering firm, MacIntosh Perry on behalf of their clients, Pegasus Development Corporation. The ‘Annexation Lands’ include lands immediately to the east of the Town of Arnprior boundary with the City of Ottawa, fronting on Madawaska Blvd.

Discussion:

There are three major issues to consider when evaluating these types of requests: firstly, the policies around expansion into non-settlement areas; secondly, whether the Town's services have capacity to consider the servicing of additional lands and thirdly, if capacity is available, the method which will be used to provide services to lands outside the current municipal boundary.

Policy Review for Expansion of Settlement Areas

When considering expansion of settlement areas, a review of provincial, regional, and local policies should be undertaken. Consideration of the intention of Provincial Policy, in particular the Provincial Policy Statement, and an understanding of how the local policies, in particular Official Plans, impact the decision on encouraging the expansion of the municipal boundary for serviced lands will assist in the decisions of Council when considering servicing expansion options.

Provincial Policy Statement (PPS)

The Town of Arnprior is considered a "settlement area" in accordance with the Provincial Policy Statement, 2020 (PPS). "Settlement Areas" are defined in the PPS as "urban areas and rural settlement areas within municipalities (such as cities, towns, villages and hamlets) that are: a) built-up areas where development is concentrated, and which have a mix of land uses; and b) lands which have been designated in an official plan for development over the long term planning horizon provided for in policy 1.1.2. In cases where land in designated growth areas is not available, the settlement area may be no larger than the area where development is concentrated."

Further, the PPS contains policies in Section 1.1.3 Settlement Areas around the expansion of the settlement boundary as follows:

- "1.1.3.8 A planning authority may identify a settlement area or allow the expansion of a settlement area boundary only at the time of a comprehensive review and only where it has been demonstrated that:
- a) sufficient opportunities to accommodate growth and to satisfy market demand are not available through intensification, redevelopment and designated growth areas to accommodate the projected needs over the identified planning horizon;
 - b) the infrastructure and public service facilities which are planned or available are suitable for the development over the long term, are financially viable over their life cycle, and protect public health and safety and the natural environment;
 - c) in prime agricultural areas:
 - 1. the lands do not comprise specialty crop areas;
 - 2. alternative locations have been evaluated, and
 - i. there are no reasonable alternatives which avoid prime agricultural areas;

- and
- ii. there are no reasonable alternatives on lower priority agricultural lands in prime agricultural areas;
- d) the new or expanding settlement area is in compliance with the minimum distance separation formulae; and
- e) impacts from new or expanding settlement areas on agricultural operations which are adjacent or close to the settlement area are mitigated to the extent feasible.

In undertaking a comprehensive review, the level of detail of the assessment should correspond with the complexity and scale of the settlement boundary expansion or development proposal.

1.1.3.9 Notwithstanding policy 1.1.3.8, municipalities may permit adjustments of settlement area boundaries outside a comprehensive review provided:

- a) there would be no net increase in land within the settlement areas;
- b) the adjustment would support the municipality's ability to meet intensification and redevelopment targets established by the municipality;
- c) prime agricultural areas are addressed in accordance with 1.1.3.8 (c), (d) and (e); and
- d) the settlement area to which lands would be added is appropriately serviced and there is sufficient reserve infrastructure capacity to service the lands."

County of Renfrew Official Plan

The County's Official Plan (Amendment No. 31) includes provisions within the Rural Policies which state:

- "(g) generally a plan of subdivision or condominium in a rural area should not be closer than 1 kilometre to a settlement area serviced with municipal infrastructure (water and/or sewer);"

However, it is important to note that the lands adjacent to the Town of Arnprior, subject to the Township's request, are designated Agricultural and Village. The County's Official Plan policies mirror those of the PPS with respect to ensuring the protection of prime Agricultural lands and with respect to expansion of the settlement area for Villages.

City of Ottawa Official Plan:

Lands to the immediate east of the boundary with the Town of Arnprior along Madawaska Blvd. are designated "General Rural Area" by the City of Ottawa. Within the Official Plan policies, Section 3.7.2.9, General Rural – Subdivisions, residential subdivisions are not permitted. Furthermore, development is limited near Urban Boundaries by 3.7.2.12 which states:

- “12. Development proposals within 1 kilometre of a Village and/or urban boundary will be reviewed with respect to lot size, type of use and other characteristics, to ensure that they do not adversely limit potential expansion of the boundary at that location or create a long-term demand for the extension of municipal services.”

These local Official Plan policies are intended to ensure consistency with the PPS policies by discouraging the expansion of settlement areas until such time as proper studies have been undertaken and servicing has been considered. The PPS encourages the efficient use and management of land and infrastructure.

Capacity of Municipal Services

The second consideration for Council is the capacity of the Town's current infrastructure to accommodate growth. In order to determine if the Town has the capacity to service lands outside our borders, we need to be able to answer the question of whether the current densities projected for in our Official Plan can be accommodated in the long term, looking at our current needs against our growth projections.

To answer this question, the updated Master Servicing Plan must first be completed. This plan will provide guidance and outline recommended infrastructure upgrades required to accommodate infill, intensification and full build-out of current lands within the Town's boundary. The plan will also provide a detailed capacity analysis of both the water and wastewater treatment facilities, as well as the Town's water distribution system and wastewater collections system, which will assist the Town in determining the ability to provide services beyond our current boundary. An analysis of the growth pressures on our systems today versus the Town's growth projections will assist in this assessment.

Method of Servicing Additional Lands

Should the capacity analysis reveal that there may be excess capacity to service lands beyond our border, consideration of the appropriate means of providing services will need to be considered. There are two scenarios typically considered being: municipal inter-servicing agreements or annexation of lands to expand the municipal boundary.

Inter-servicing agreements allow for servicing of lands outside of the municipality providing the service. The Town has entered into an inter-servicing agreement in the past with the Township of McNab/Braeside for lands in the vicinity of Division Street and Elgin Street. The Town provides water and sewer services to a limited number of houses for an increased rate per household, as compared to household rates for in-town properties. This is a historical agreement including a number of unique requirements as it relates to roles and responsibilities for maintenance and replacement of infrastructure and has had its challenges to manage and maintain over the years. There are many scenarios around inter-servicing agreements that could be explored.

With respect to the option to annex lands from a neighbouring municipality, Sections 172 and 173 of the Municipal Act, S.O. 2001, Chapter 25, and amendments thereto, state that a municipality may make a restructuring proposal to annex part of a municipality to another municipality by submitting a restructuring agreement to the Minister.

There are multiple considerations regarding both methods. Things to consider include the aging components of the existing system and costs for upgrades/replacement in the future, as well as understanding the capital costs of expansion. There is also the political discussion regarding annexation and multiple jurisdictions to be considered.

Next Steps:

Based on the brief analysis outlined above, consideration of the various potential options for servicing of lands currently outside of Arnprior's municipal boundaries would be premature until such time as the determination of capacity within the systems and justification for additional growth lands through policy review is completed.

The Town is completing the following studies/plans to address these issues and inform Council when making these determinations:

1. Growth Management Study – commenced in July 2021, comprising of two phases:
 - a) Phase 1: Supply Review, Growth Forecasts and Growth Allocations to be completed by December 2021
 - b) Phase 2: Land Needs and Proposed Policy Directions to be completed by April 2022.
2. Water/Waste Water Rate study (2021)
3. Development Charges Update (2021)
4. Master Servicing Plan (2022)

It is therefore recommended that Council direct staff to advise the Township of McNab/Braeside and Pegasus Development that the Growth Management Study and full capacity studies are currently underway, and their requests will be considered once these studies are completed.

Options:

Council could consider these requests at this time, however for the reasons outlined within this report, this is not recommend.

Policy Considerations:

As outlined within this report.

Financial Considerations:

There are no specific financial components for Council's consideration at this time, however it is anticipated that the planned studies outlined above will provide further financial information as it relates to potential costs of infrastructure upgrades, cost recovery of rate-funded services, and how these factors will impact future development charges and water/wastewater rate calculations in the Town of Arnprior.

Meeting Dates:

N/A

Consultation:

Watson and Associates

Documents:

N/AP

Signatures

Reviewed by Department Head:

Reviewed by General Manager, Client Services/Treasurer: Jennifer Morawiec

CAO Concurrence: Robin Paquette

Workflow Certified by Town Clerk: Maureen Spratt



Town of Arnprior Staff Report

Subject: Municipal Modernization – SCADA and PLC Software Upgrade

Report Number: 21-09-27-03

Report Author and Position Title: John Steckly, General Manager,
Operations

Department: Operations

Meeting Date: September 27, 2021

Recommendations:

That Council award a project to Capital Controls and Instrumentation Inc. to purchase, install and configure new SCADA and PLC software for the Water Filtration Plant (WFP) and Water Pollution Control Centre (WPCC) in the amount of \$101,295.33 (plus applicable taxes) to be funded with Municipal Modernization funds.

Background:

One of the key priorities of the Town's 2020-2023 Strategic Plan is Operational and Financial Efficiencies which includes Modernization Initiatives including undertaking an IT security review. Further, an additional key priority of the Strategic Plan is Asset Management which includes continued facility maintenance throughout the Town's various municipal facilities.

In 2019, the Province launched the Municipal Modernization Program. Through this program, the Ontario government committed funding to help small and rural municipalities modernize service delivery and identify new ways to be more efficient and effective. Projects under the Modernization Program are aimed to support the priorities of: digital modernization, service integration, streamlined development approvals and shared services/alternative delivery models. In 2019, under the Municipal Modernization Program, small and rural municipalities were provided with a one-time unconditional payment with Arnprior receiving \$646,946 in funding.

Discussion:

As part of the Town's ongoing IT Network Modernization and Services project, staff have been working with the Town's IT service provider Fuelled Networks in collaboration with the Town's water and wastewater instrumentation contractor Capital Controls to develop a strategy to bring the various computer workstations up to date at the Town's WFP and WPCC. Several outdated and unsupported workstations are currently being replaced with new modern computers complete with updated and fully supported operating systems as part of the Town's ongoing IT Network Modernization and Services project. The second component of the Town's strategy at the WFP and WPCC has identified the need to upgrade the SCADA and PLC software at both facilities to maintain compatibility with new operating systems.

Staff have obtained a proposal from Capital Controls to supply, install, and fully configure new SCADA Wonderware software and Rockwell PLC Studio 5000 programming software to integrate with all the Town's process equipment at the WFP, WPCC, sanitary pumping stations, low lift pump house, and elevated storage tower. The total cost to undertake this project is \$101,295.33 plus applicable taxes. Staff recommend that this initiative be funded from the remaining Municipal Modernization Grant funds.

Options:

Council could choose not to proceed with these software upgrade initiatives however this is not recommended at this time as these undertakings have been identified as critical to the continued operations, support, and security of the Town's water and wastewater systems.

Policy Considerations:

Town of Arnprior 2020-2023 Strategic Plan – Appendix D: Key Priorities – Operational and Financial Efficiencies, Asset Management.

Staff recommend this project be awarded as a sole source procurement in accordance with FS-AD-01 Procurement Policy, Section 6.5 b) which states:

Non-Standard Procurements may only be approved in the following circumstances:

- b. Where only one Supplier is able to meet the requirements of a procurement in order to:
 - i. Ensure compatibility with existing products;
 - ii. Recognize exclusive rights, such as exclusive licenses, copyright and patent rights; or
 - iii. Maintain specialized products that must be maintained by the manufacturer or its representative;

Capital Controls has provided the Town with 24/7 support for all SCADA, PLC and instrumentation equipment for many years including in the event of emergencies. Capital Controls is very familiar with the Town's SCADA systems and facilities and undertook all of the current programming and configuration throughout the facilities.

Financial Considerations:

The current uncommitted balance of Municipal Modernization Funds is \$124,534.50, sufficient to cover funding for the SCADA and PLC Software Upgrades of \$101,295.33 plus applicable taxes.

	Balance
2019 Municipal Modernization Funds	\$646,946.00
Move to Internal Sidewalk Clearing	(318,173.00)
IT Network Modernization & Services	(176,190.00)
Online Initiatives	(31,375.00)
Interest Earned	3,326.50
TOTAL Balance Remaining	\$124,534.50

Meeting Dates:

N/A

Consultation:

Fuelled Networks

Capital Controls and Instrumentation Inc.

Documents:

N/A

Signatures

Reviewed by Department Head: John Steckly, General Manager, Operations

Reviewed by General Manager, Client Services/Treasurer: Jennifer Morawiec

CAO Concurrence: Robin Paquette

Workflow Certified by Town Clerk: Maureen Spratt



Town of Arnprior Staff Report

Subject: 2022 Municipal Election – Alternative Voting Method

Report Number: 21-09-27-04

Report Author and Position Title: Maureen Spratt, Town Clerk

Department: Client Services

Meeting Date: September 27, 2021

Recommendations:

That Council of the Corporation of the Town of Arnprior authorize the use of Internet/Telephone voting for the 2022 municipal election; and

That the Clerk be directed to bring forward a By-law to authorize the use of an alternative voting method; and

That the CAO be authorized to award the RFP for alternative voting services and execute any agreements necessary to implement internet/telephone voting.

Background:

The Municipal Elections Act, 1996 (MEA) sets out rules for electors and candidates, and roles for municipal clerks and councils in municipal and school board elections in Ontario. As the next municipal election takes place on October 24, 2022, there are matters that the Clerk and Council must consider in order to meet the timelines stipulated in the legislation.

A by-law authorizing the use of voting and vote-counting equipment or an alternative voting method must be passed by May 1, 2022. However, before then it is necessary to prepare a Request for Proposal for voting services and select a vendor in order to properly prepare for the 2022 election.

Discussion:

The main methods of voting used by Ontario municipalities are: paper ballot, manual counting or optical scan vote tabulators, vote-by-mail and internet and telephone voting.

Since 2003, the Town of Arnprior has adopted alternative voting methods for municipal elections and, in the last three municipal elections, the Town has provided voters with the choice of voting by either internet or telephone.

Internet and Telephone Voting

Internet and telephone voting provides for a convenient and secure method of voting and allows electors to cast their ballot online anywhere with internet access using a number of devices including computers, laptops, tablets, smartphones, etc.

Voters can vote from anywhere including their home, work, in transit and at any time of day. Similarly, telephone voting allows electors to use a landline or cell phone to cast their vote by phone from anywhere.

Internet and telephone voting is a more accessible method of voting given that electors with accessibility challenges do not have to travel to specific locations to vote, they may be able to vote more independently without reliance on assistance and can avail themselves of screen reading technology.

Internet voting can offer a faster voting experience for an elector than traditional in-person voting and eliminates the need for a person to appoint a proxy (a person to cast a ballot on their behalf), as an elector has the opportunity to vote from anywhere.

Internet and telephone voting alternatives reduce the number of spoiled ballots, as the system does not allow for over votes or ballots to be spoiled unintentionally and allows voters who wish to decline their vote to do so.

Internet and telephone voting may also provide for a more environmentally friendly option for voting as electors do not need to travel to a voting location, reducing greenhouse gas emissions, as well as a reduction in paper resources such as printed ballots.

Lastly, the COVID-19 pandemic has increased virtual participation both at home and at work. Residents of all ages have adapted to an increasing number of services online due to convenience as well as health and safety concerns.

Alternative Voting By-law

Section 42(1) of the Municipal Elections Act (MEA) requires that the council of a local municipality may pass by-laws, authorizing the use of voting and vote-counting equipment or an alternative voting method. Through Bill 218, the MEA was amended requiring a decision on alternative voting methods be made by May 1st in the year of the election rather than in the year before the election. However, early procurement of a vendor is an important facet of running a successful election.

Joint Request for Proposal

Staff have been working with several municipalities in Renfrew County exploring the market for internet/telephone voting systems for use in the 2022 municipal election. The intent of the Joint Request for Proposal ("RFP") is to assist the Municipalities in understanding existing internet/telephone voting systems that make the voting experience more accessible, efficient and user-friendly, while maintaining the integrity of the election.

In addition to potential cost savings, the participating municipalities will be able to work closely to share best practices and develop common election policies and procedures to ensure consistency with our neighbours.

The municipalities in the County of Renfrew participating in the joint proposal include the City of Pembroke, the Towns of Arnprior, Petawawa, Renfrew and the Townships of Greater Madawaska, Laurentian Valley, McNab/Braeside and Whitewater Region.

Options:

Council could choose not to authorize the use of Internet and Telephone Voting in the 2022 Municipal Election; however this is not recommended as Internet and telephone voting provides for an accessible, convenient and secure method of voting that allows electors to cast their ballot anywhere/anytime during the voting period. In addition, the Town has successfully conducted municipal elections since 2010 utilizing internet and telephone voting.

Policy Considerations:

Municipal Elections Act

Financial Considerations:

An amount of \$7,500.00 is transferred in the election reserve every year, in an effort to reduce the financial impact in an election year. Accordingly, a total of \$30,000 will be available in this reserve for the 2022 Municipal Elections.

Meeting Dates:

N/A

Consultation:

- Several Municipalities in Renfrew County

Documents:

1. Draft Alternative Voting by-law

Signatures

Reviewed by Department Head: Jennifer Morawiec

Reviewed by General Manager, Client Services/Treasurer: Jennifer Morawiec

CAO Concurrence: Robin Paquette

Workflow Certified by Town Clerk: Maureen Spratt

**The Corporation of the
Town of Arnprior**

By-Law No. 7xxx-21

A by-law to authorize the use of internet and telephone voting for the 2022 Municipal Election.

Whereas Section 42 of the Municipal Elections Act, 1996, SO 1996, c32 provides that the Council of a Municipality may, by by-law, authorize the use of alternative voting methods that does not require electors to attend a voting place in order to vote; and

Whereas the Council of the Corporation of the Town of Arnprior deems it desirable to utilize such methods during the 2022 Municipal Elections which will take place on Monday, October 24, 2022; and

Whereas Section 42 (5) of the Municipal Elections Act, 1996, SO 1996, c32 provides that when a by-law authorizing the use of an alternative voting method is in effect, Sections 43 only apply if the by-law so specifies; and

Whereas Council of the Corporation of the Town of Arnprior deems it desirable to pass such a by-law.

Therefore the Council of the Town of Arnprior enacts as follows:

1. **That** the use of Internet and telephone voting as an alternative voting method for be utilized during the 2022 Municipal Election which takes place on Monday, October 24, 2022; and
2. **That** the use of Internet and Telephone voting as an alternative voting method for advance voting is hereby authorized as per Section 43 of the Municipal Elections Act, 1996, SO 1996 c32.
3. **That this** By-law shall come into force and effect on the day of its passing.

Enacted and Passed this xx day of xxx, 2021.

Walter Stack, Mayor

Maureen Spratt, Clerk



Town of Arnprior Staff Report

Subject: Proclamation – Fire Prevention Week

Report Number: 21-09-27-05

Report Author and Position Title: Kaila Zamojski, Deputy Clerk

Department: Client Services

Meeting Date: September 27, 2021

Recommendations:

That Council proclaim October 3-9, 2021 as Fire Prevention Week in the Town of Arnprior.

Background:

Assessment of the Proclamation Request from the Town of Arnprior Proclamations Policy No. ADMIN-C-2.05

Section 5.1 – Charitable or Non-Profit Organization	N/A
Section 5.2 – Request received two (2) weeks prior to event	Yes
Section 5.2.1 – Name and Address of Organization	Town of Arnprior Fire Department 67A Meehan Street, Arnprior ON.
Section 5.2.2 – Contact Person's Name	Cory Nicholas, A/Deputy Fire Chief
Section 5.2.3 – Name of Proclamation and Duration	Fire Prevention Week October 3-9, 2021
Section 5.2.4 – Appropriate Wording for Proclamation	Yes
Section 5.2.5 – Request Flag to be flown/ flag raising ceremony	No
Section 5.3.1 – Does not promote any commercial business	Complies

**Assessment of the Proclamation Request from the Town of Arnprior
Proclamations Policy No. ADMIN-C-2.05**

Section 5.3.2 – Does not promote hatred or illegal activity	Complies
Section 5.3.3 – Does not contain inappropriate statements	Complies

Documents:

1. Proclamation Document – Fire Prevention Week - 2021

Signatures

Reviewed by Department Head: Jennifer Morawiec

Reviewed by General Manager, Client Services/Treasurer: Jennifer Morawiec

CAO Concurrence: Robin Paquette

Workflow Certified by Town Clerk: Maureen Spratt



Town of Arnprior Proclamation

Fire Prevention Week

October 3-9th, 2021

Whereas, the Town of Arnprior is committed to ensuring the safety and security of all those living in and visiting Arnprior, as fire is a serious public safety concern both locally and nationally, and homes are the locations where people are at greatest risk from fire; and

Whereas, Arnprior's residents should identify places in their home where fires can start and eliminate those hazards; and

Whereas, working smoke alarms cut the risk of dying in reported home fires in half; and

Whereas, Arnprior's residents should install smoke alarms in every sleeping room, outside each separate sleeping area, and on every level of the home and should listen for the sound of the smoke alarm. When it sounds, respond by going outside immediately to the designated meeting place. Arnprior's residents who have planned and practiced a home fire escape plan are more prepared and will therefore be more likely to survive a fire; and

Whereas, Arnprior's first responders are dedicated to reducing the occurrence of home fires and home fire injuries through prevention and protection education; and

Whereas, the 2021 Fire Prevention Week theme, "Learn the Sounds of Fire Safety!" works to educate everyone about the different sounds the smoke and carbon monoxide alarms make. Knowing what to do when an alarm sounds will keep you and your family safe. When an alarm makes noises – a beeping sound or a chirping sound – you must take action.

Therefore, I Mayor Walter Stack, do hereby proclaim October 3rd – 9th, 2021, as Fire Prevention Week throughout the Town of Arnprior, and I urge all the people of Arnprior to "Learn the Sounds of Fire Safety" and understand what to do when an alarm sounds. I also urge residents to plan and practice your escape by looking for available ways out in the event of a fire or other emergency, and to support the many public safety activities and efforts of Arnprior fire and emergency services during Fire Prevention Week 2021.

Walter Stack, Mayor
Town of Arnprior



Fire Department
67A Meehan Street
Arnprior, ON K7S 2B7

tel 613 623 4231
fax 613 623 8026

arnprior@arnprior.ca
www.arnprior.ca

July 26th, 2021

Corporation of the Town of Arnprior
Municipal Office
Maureen Spratt, Clerk
105 Elgin Street
Arnprior On, K7S 0A8

Mrs. Spratt,

Re: Request for "Fire Prevention Week" proclamation.

The Fire Prevention Office of the Arnprior Fire Department sponsors "Fire Prevention Week" each October to increase public awareness of the fire hazards around us at home, school, and work. This year the Fire Prevention Office would like to extend this initiative by asking Town Officials to proclaim the week of October 3rd – 9th, 2021 "Fire Prevention Week in the Town of Arnprior". Campaign resources and outreach activities highlight the simple steps we can all take to avoid personal tragedy. This year's FPW campaign, "Learn the Sounds of Fire Safety!" works to educate everyone about the different sounds the smoke and carbon monoxide alarms make. Knowing what to do when an alarm sounds will keep you and your family safe. When an alarm makes noises – a beeping sound or a chirping sound – you must take action.

We urge Council to join with us in this important initiative to increase fire prevention and safety awareness in our community. A Fire Prevention Week Proclamation will serve as a powerful example of Councils commitment to the safety of the people of the Town of Arnprior.

Thank you for your consideration.

Cory Nicholas

Captain – Fire Suppression/Prevention Services,
Arnprior Fire Department



Town of Arnprior Staff Report

Subject: Proclamation – Rett Syndrome Awareness Month – October

2021 Report Number: 21-09-27-06

Report Author and Position Title: Kaila Zamojski, Deputy Clerk

Department: Client Services

Meeting Date: September 27, 2021

Recommendations:

That Council proclaim October 2021 as Rett Syndrome Awareness Month in the Town of Arnprior.

Background:

Assessment of the Proclamation Request from the Town of Arnprior Proclamations Policy No. ADMIN-C-2.05

Section 5.1 – Charitable or Non-Profit Organization	Yes
Section 5.2 – Request received two (2) weeks prior to event	Yes
Section 5.2.1 – Name and Address of Organization	Ontario Rett Syndrome Association PO Box 50030, London ON N6A 6H8
Section 5.2.2 – Contact Person's Name	Steve Miguel Director, Ontario Rett Syndrome Association
Section 5.2.3 – Name of Proclamation and Duration	Rett Syndrome Awareness Month
Section 5.2.4 – Appropriate Wording for Proclamation	Yes
Section 5.2.5 – Request Flag to be flown/ flag raising ceremony	No

**Assessment of the Proclamation Request from the Town of Arnprior
Proclamations Policy No. ADMIN-C-2.05**

Section 5.3.1 – Does not promote any commercial business	Complies
Section 5.3.2 – Does not promote hatred or illegal activity	Complies
Section 5.3.3 – Does not contain inappropriate statements	Complies

Documents:

1. Proclamation Document – Rett Syndrome Awareness Month – October 2021

Signatures

Reviewed by Department Head: Jennifer Morawiec

Reviewed by General Manager, Client Services/Treasurer: Jennifer Morawiec

CAO Concurrence: Robin Paquette

Workflow Certified by Town Clerk: Maureen Spratt



Town of Arnprior Proclamation

Rett Syndrome Awareness Month

October 2021

Whereas Rett syndrome is a rare genetic neurological disorder that occurs almost exclusively in girls and leads to severe impairments, affecting nearly every aspect of the individual's life. Rett syndrome occurs worldwide in 1 of every 10,000 female births and is even rarer in boys, but not impossible. Rett syndrome is usually recognized in children between 6-18 months of age as they begin to miss developmental milestones or lose abilities they had once gained;

And Whereas throughout their lives these courageous individuals will need total care and constant support from their family; they will combat many medical challenges. They may have seizures, osteoporosis, scoliosis, breath holding, hyperventilation, nutritional problems and so much more. Apraxia, which is the inability to motor plan, is one of the most challenging aspects of Rett Syndrome along with loss of speech;

And Whereas in 1999 it was discovered that Rett Syndrome is primarily caused by a sporadic mutation in the MECP2 gene on the X chromosome, and since this discovery there are many research projects taking place across Ontario and Canada;

And Whereas as there is no Canadian Rett Syndrome Association, the Ontario Rett Syndrome Association (O.R.S.A.) has members from many provinces across Canada and through donations and fundraising efforts have been able to fund finances the Canadian Rett Syndrome Registry, has funded over \$600,000 in Canadian Rett syndrome research, and support three Rett clinics in Ontario. The Rett syndrome clinics located at the Children's Hospital of Eastern Ontario, Ottawa, Holland Bloorview Kids Rehabilitation Hospital, Toronto and Thames Valley Children's Centre, London, provide direct critical support to the families and their loved one on care and management issues.

Now Therefore, I, Walter Stack, Mayor of the Town of Arnprior, **Do Hereby Proclaim October 2021 as Rett Syndrome Awareness Month** in the Town of Arnprior. I urge all citizens to make an effort this month to learn more about Rett Syndrome, fight stigma, light Canada purple and wear a purple ribbon to show support.

Walter Stack, Mayor
Town of Arnprior



Ontario
Rett Syndrome
Association
Building Healthy Tomorrows

Office of the Clerks
Town of Arnprior

August 12, 2021

Request for Proclamation

Dear Council and/or City Clerk

On behalf of the Ontario Rett Syndrome Association (O.R.S.A), and the diagnosed individuals living in the Town of Arnprior, I am writing to request a **renewal** proclamation of the month of October as Rett Syndrome Awareness Month.

Rett Syndrome is a rare neurodevelopment condition that affects mainly females (1 in 10,000 births) and is caused by a mutation in the X chromosome. Individuals with Rett syndrome will lose some if not most acquired skills including speech, and gross and fine motor skills. Some never develop the ability to walk or even talk.

O.R.S.A. exists to ensure that children and adults with Rett syndrome are enabled to achieve their full potential and enjoy the highest quality of life within their community.

This observance gives us a means to focus attention in making it possible for O.R.S.A. to continue public awareness and advocacy, provide parent/family support, operate the Resource Centre, fund research projects through the Hope Fund, host conferences, maintain the Canadian Rett Syndrome Registry, and fund three Rett syndrome clinics in Ontario that provide medical assistance. The Rett syndrome clinics located at the Children's Hospital of Eastern Ontario, Ottawa, Holland Bloorview Kids Rehabilitation Hospital, Toronto and Thames Valley Children's Centre, London, provide direct critical support to the families and their loved one on care and management issues.

If you need anything further, please don't hesitate to contact me by email: smiguel@rett.ca or phone at 519-474-6877.

Thank you for taking the time to consider recognizing and supporting O.R.S.A. as we strive to build "healthy tomorrows" for all Canadians living with Rett syndrome.

Sincerely,

Steve Miguel
Director
Ontario Rett Syndrome Association



It is the Ontario Rett Syndrome Association's desire to have the following proclamation considered.

PROCLAMATION

October as Rett Syndrome Awareness Month

WHEREAS Rett syndrome is a rare genetic neurological disorder that occurs almost exclusively in girls and leads to severe impairments, affecting nearly every aspect of the individual's life. Rett syndrome occurs worldwide in 1 of every 10,000 female births and is even rarer in boys, but not impossible. Rett syndrome is usually recognized in children between 6-18 months of age as they begin to miss developmental milestones or lose abilities they had once gained;

AND WHEREAS throughout their lives these courageous individuals will need total care and constant support from their family; they will combat many medical challenges. They may have seizures, osteoporosis, scoliosis, breath holding, hyperventilation, nutritional problems and so much more. Apraxia, which is the inability to motor plan, is one of the most challenging aspects of Rett Syndrome along with loss of speech;

AND WHEREAS in 1999 it was discovered that Rett Syndrome is primarily caused by a sporadic mutation in the MECP2 gene on the X chromosome, and since this discovery there are many research projects taking place across Ontario and Canada;

AND WHEREAS as there is no Canadian Rett Syndrome Association, the Ontario Rett Syndrome Association (O.R.S.A.) has members from many provinces across Canada and through donations and fundraising efforts have been able to fund finances the Canadian Rett Syndrome Registry, has funded over \$600,000 in Canadian Rett syndrome research, and support three Rett clinics in Ontario. The Rett syndrome clinics located at the Children's Hospital of Eastern Ontario, Ottawa, Holland Bloorview Kids Rehabilitation Hospital, Toronto and Thames Valley Children's Centre, London, provide direct critical support to the families and their loved one on care and management issues.

NOW THEREFORE, I, [REDACTED], Mayor of the [REDACTED], DO HEREBY PROCLAIM October 2021 as RETT SYNDROME AWARENESS MONTH in the [REDACTED]. I urge all citizens to make an effort this month to learn more Rett Syndrome, fight stigma, light Canada purple and wear a purple ribbon to show support.

Dated [REDACTED]

**The Corporation of the
Town of Arnprior**

By-law Number 7212-21

A by-law of the Town of Arnprior to designate certain lands in Phase One of the Marshall's Bay Meadows Plan of Subdivision (49M-108), as being exempt from Part Lot Control.

Whereas the Planning Act, R.S.O. 1990, c.P.13, as amended, (the "Planning Act") subsection 50(5) provides that all lands within a plan of subdivision are subject to part lot control; and

Whereas authority is vested in Council by the Planning Act, subsection 50(7) to enact by-laws which provide that subsection 50(5) does not apply to such lands as are designated in the by-law;

Therefore the Council of the Town of Arnprior enacts as follows:

- 1. That** subject to Section 2 hereof, the Planning Act, subsection 50(5) does not apply to the lands described as:
 - a. Block 31 on Plan 49M-108 designated as Parts 1-2 on 49R-19858;
 - b. Block 32 on Plan 49M-108 designated as Parts 1-2 on 49R-19857; and
 - c. Block 33 on Plan 49M-108 designated as Parts 1-2 on 49R-19855.
- 2. That** this by-law shall be effective only to the extent necessary to permit:
 - (a) the creation of parcels for construction purposes and to permit such parcels to be charged and/or discharged;
 - (b) individual dwelling units, together with appurtenant rights and easements in land associated therewith, to be conveyed to each initial purchaser thereof, and to be charged and discharged; and
 - (c) any easements, including rights-of-way, as contained in the transfers to each initial purchaser of each individual dwelling unit; and this by-law shall not be construed as to permit the further severance or resubdivision of any such parcel.
- 3. That** a conveyance or conveyances in favour of the Town of Arnprior shall not for the purpose of this by-law be considered to be a severance and this by-law shall also be deemed to permit the grant or release of easements held in favour of the Town on or with respect to the lands described above.

4. **That** this by-law shall become effective upon the endorsement by the Corporation of the County of Renfrew of its said approval of the by-law.
5. **That** no further subdivision of the aforementioned lands shall be undertaken upon completing of the original purpose for which this by-law is being passed and approved except by an application made pursuant to Section 50 of the Planning Act, R. S. O. 1990, as amended.
6. **That** this by-law shall expire and be of no further force and effect as of the 27th day of September, 2023.

Signatures:

Walter Stack, Mayor

Maureen Spratt, Town Clerk

**The Corporation of the
Town of Arnprior**

By-law Number 7213-21

A By-law to amend By-law Number 6909-19, to appoint members to the Arnprior Public Library Board

Whereas, a public library board shall be composed of at least five members appointed by the Municipal Council; and

Whereas Council adopted By-law No. 6909-19 appointing members to the Arnprior Public Library Board for the 2018-2022 term of Council and until their successors are appointed; and

Whereas Council passed Resolution Number xx-21 at their meeting held on September 13, 2021 to facilitate the appoint of Meaghan Shannon-Kolar as a member of the Arnprior Public Library Board to fill the vacancy left by Hyacinth Chatterton, for the remainder of the 2018-2022 term of Council; and

Whereas the Council of the Corporation of the Town of Arnprior now deems it expedient to amend By-law No 6909-19 and appoint a new member for the 2018-2022 term of Council.

Therefore the Council of the Corporation of the Town of Arnprior enacts as follows:

1. **That** Meaghan Shannon-Kolar, representing the Town of Arnprior, be appointed as a member of the Arnprior Public Library Board for the 2018-2022 term of Council and/or until her successor is appointed.
2. **That** all other provisions of By-law 6909-19 remain in full force and effect.
3. **That** this By-law shall come into force and effect on the day of its passing.

Enacted and Passed this 27th day of September, 2021.

Signatures:

Walter Stack, Mayor

Maureen Spratt, Town Clerk

**The Corporation of the
Town of Arnprior**

By-law Number 7214-21

A by-law to regulate and licence the keeping of backyard chickens within the Town of Arnprior, County of Renfrew

Whereas the Municipal Act, 2011, S.O. 2001, c. 27 as amended (the “Act”) provides that municipalities may pass by-laws respecting matters within the following spheres of jurisdiction: animals; and

Whereas the Act, authorizes the council of a municipality to pass by-laws to provide for a system of licences and imposed fees or charges for services or activities provided or done by or on behalf of the municipality; and

Whereas the Council of the Corporation of the Town of Arnprior recognizes the benefits of backyard chickens and deems it desirable to permit them; and

Whereas the Council of the Corporation of the Town of Arnprior deems it expedient, necessary and in the public interest to regulate the keeping of backyard chickens in accordance with the provisions in Schedule ‘A’, for the purpose of public health and safety.

Therefore, the Council of the Town of Arnprior enacts as follows:

1. That the keeping of backyard chickens be permitted in the Town of Arnprior subject to the provisions in Schedule ‘A’; and that this by-law is known as the “Backyard Chicken By-law”.
2. That any other by-laws, policies, or resolutions or parts of by-laws, policies or resolutions inconsistent with this by-law to establish and regulate the keeping of backyard hens are hereby repealed;
3. That Schedule ‘A’ attached hereto shall form part of this by-law; and
4. That this By-law shall come into force and effect on the day of its passing.

Enacted and passed this 27th day of September, 2021.

Signatures:

Walter Stack, Mayor

Maureen Spratt, Town Clerk

Schedule 'A'

1.0 Definitions

Animal Control Officer means a person or a person employed by a third party contractor appointed by the Corporation of the Town of Arnprior for the purposes of enforcing the provisions of this bylaw.

At Large means a hen found at any place other than on the property of the owner of the hen outlines in their Hen Coop Permit Application form.

Backyard Chickens means the accessory keeping of hens for the purpose of companionship as a pet or providing eggs for personal consumption by occupants of a dwelling on the same lot, and does not include accessory livestock, or agricultural uses.

Coop means a fully-enclosed weatherproof structure where hens are kept and the interior of which includes nest boxes for egg laying, perches for hens to roost on and food and water containers.

By-law Enforcement Officer a person or a person employed by a third party contractor appointed by the Corporation of the Town of Arnprior for the purposes of enforcing the provisions of this bylaw and other municipal By-Law's and related provincial offences by authority of the Ontario Police Services Act, 1990, Chapter P. 15, Section 15.

Front Yard means a yard extending across the full width of the lot between the front lot line and the nearest main walls of the main building or structure on the lot.

Hen means a domesticated female chicken that is at least four months old.

Hen Run means a covered secure enclosure that allows hens access to outdoors.

License means a licence issued under this By-law.

Owner means any person who possesses, harbours or keeps a hen.

Poultry includes game birds and roosters but does not include any bird sold as a household pet or a hen.

Rear Yard means a yard extending across the full width of the lot between the rear lot line and the nearest main walls of the main building or structure on the lot.

Setback means the distance by which a building or part of a building is set back from the property line.

2.0 Application

2.1 Except as otherwise provided, the regulations established by this By-law apply to all backyard chickens within the boundaries of the Town and the owners of backyard chickens.

3.0 Licencing

3.1 No person shall keep backyard chickens pursuant to this By-law, unless that person has submitted an application and receives a licence from the Town of Arnprior.

3.2 The applicant/owner of the backyard chickens must reside on the property where the backyard chickens/hens are kept.

3.3 An application for such licence must be signed by the applicant and/or landowner and shall include, but is not limited to, the following mandatory fields and declarations:

- a) Applicant information including name, address, postal code, telephone number and email address;
- b) Site sketch/plan illustrating the location of the hen coop on the property, clearly marking proximity to property lines, any other structures on property;
- c) Checklist of specific regulations contained in the By-law confirmed by the applicant;
- d) Veterinarian information including name, email, telephone number and/or email address; and
- e) Applicant will abide by the regulations contained within the Backyard Chickens Licensing By-law.

3.4 Tenants must obtain and provide written permission from the property owner to keep backyard chickens on the owner's property.

3.5 Every application for a backyard chicken licence shall be submitted to the Town on the form provided (application form or renewal form), together with the annual licence fee as outlined in Schedule 'A' to this By-law. Every license issued pursuant to this By-law shall expire on the 31st day of December for the year in which it was issued for. Applicants are required to renew their licence annually to keep backyard chickens.

4.0 Administration

4.1 Hens Only and Maximum Number Permitted

4.1.1 Only hens are permitted on eligible residential properties. The keeping of roosters is prohibited.

4.1.2 All hens must be no younger than four (4) months old in order to identify the sex of the chickens.

4.1.3 No Owner shall keep more than four (4) hens at any eligible residential property.

4.2 Eligible Properties

4.2.1 No person shall keep hens unless they have first obtained a hen coop licence as per 3.0.

4.2.2 Only properties zoned residential are permitted to be licenced.

4.2.3 The following dwellings are not permitted to house hens:

- a) Apartment buildings;
- b) Condominium buildings; and
- c) Properties that do not meet the minimum lot size requirement and/or have insufficient outdoor space.

4.2.4 A minimum lot size of 500m² shall be required, ensuring that appropriate setbacks may be achieved.

4.3 Hen Coop and Run

4.3.1 The following provisions are intended to restrict where a hen coop/run may be located as well as the area and general construction provisions:

- a) No coops and runs are permitted in a front yard or exterior side yard;
- b) A minimum setback of 3.0 m from the property line is required;
- c) A minimum setback of 1.2 m from the dwelling and other accessory buildings is required;
- d) A minimum setback of 3.0 m from all windows and doors of dwellings that are located on abutting properties is required;
- e) A minimum setback of 12.0 m from institutional and/or commercial land uses is required;
- f) A maximum of one (1) hen coop and one (1) outdoor run is permitted per property;
- g) A maximum floor area of 9.2 m² for a hen coop is permitted;
- h) A maximum height of 2 m for a hen coop is permitted;

- i) Coop is required to be fully enclosed with ventilation. If a heat source needs to be installed, the heat source must be a Canadian Standards Association (CSA) rated product and meet the Electrical Safety Authority (ESA) standards upon installation;
- j) Coop is required to be built to prevent rodent(s) from harbouring underneath or within the walls and prevent entrance by any other animal;
- k) Coop is required to have windows and vents which must be predator- and bird-proof;
- l) A minimum of one (1) nest box is required;
- m) A minimum of one (1) rodent-proof food and water container is required; and
- n) A minimum of one (1) perch giving 0.3m of space per hen is required

4.4 Hens at Large

4.4.1 No Owner shall allow or permit any of their hens to be at large at any time.

4.4.2 An Animal Control Officer or designate may seize any hen found running at large within the Town of Arnprior or found to be in the contravention of the provisions of this By-law.

4.5 Disposal of Hens

4.5.1 Deceased hens must be disposed of immediately in a sanitary manner.

4.5.2 All disposals must be done through a livestock disposal facility, the services of a veterinarian or animal shelter at the expense of the owner.

4.6 Predators, Rodents, Insects and Parasites

4.6.1 Hens found to be infested with insects and parasites that may result in unhealthy conditions to human habitation must receive treatment in consultation with a veterinarian in a timely manner.

4.7 Waste

4.7.1 Owner is required to ensure that all manure and waste is removed and composted or disposed of safely from any coop in a timely manner.

4.7.2 All stored manure shall be covered by a fully enclosed container that meets the same setbacks as the hen coop/run.

4.7.3 All other manure not used for composting or fertilizing shall be removed daily from the hen coops and outdoor run.

4.8 Non-Commercial Use Only

4.8.1 Owners shall keep hens as pets and for personal use only.

4.8.2 Owner shall not sell or offer for sale or engage in the following:

- a) any part of a hen;
- b) eggs;
- c) manure;
- d) hen breeding; and
- e) fertilizer production for commercial purposes.

4.9 Inspections

4.9.1 Owners who hold a coop licence shall allow, at any reasonable time, an animal control officer or other authorized employee or agent of the Town to inspect the property, other than any room or place used as a dwelling, to determine whether all requirements of this by-law are being complied with.

4.10 Fees and Licencing Application

4.10.1 An initial application shall be submitted by all new applicants for any property proposing to receive a licence.

4.10.2 For applicants who have submitted an initial application for a property and received a licence, in the following years if no changes have been made since the initial application was submitted for that property, the applicant may submit a renewal application, to be issued the annual licence.

4.10.3 A change in occupancy or ownership of the property shall make the Backyard Chicken License null and void. The new occupant and/or owner shall submit a new initial application, not a renewal application.

4.10.4 The renewal application and applicable licence fee shall be submitted by March 1st of the year in which the licence is to be issued. Failure to do so may result in the Town issuing a fine for failure to obtain a licence.

4.10.5 If an applicant submitted an initial application and received a licence, but has not submitted a renewal application in the two (2) years following the expiration of the initial licence, the applicant will be required to submit an initial application again and not a renewal.

4.11 General Regulations

4.11.1 The following provisions shall be complied with:

- a) The slaughtering of backyard chickens/hens is prohibited;
- b) Sales of eggs, manure or other products associated with the keeping of hens are prohibited;
- c) All backyard chickens/hens must be kept securely in a coop or outdoor run at all times;
- d) Backyard chicken/hen coop must be locked from 9pm to 6am;

- e) All backyard chickens/hens must be kept in a clean and sanitary condition at all times, free from vermin, obnoxious smells and substances and in good repair;
- f) Backyard chickens/hens must be provided with food and clean water at all times, shelter, light, and ventilation;
- g) Food and water shall be kept in solid, rodent-proof and weather proof containers.

5. Penalty

- a) Any person who contravenes any provision of this by-law is guilty of an offence, and upon conviction is liable to the penalties as provided for in the Provincial Offences Act, R. S. O. 1990, c. P. 33 as amended.
- b) A person who is convicted of an offence under this by-law is liable, for each day or part of a day that the offence continues, to a minimum fine of \$200.00 and a maximum fine of \$10,000.00 and the total of all of the daily fines for the offence is not limited to \$100,000.00 as provided for in subsection 429(3)2 of the Municipal Act, 2001, S.O 2001, c.25, as amended.

Backyard Chicken By-law 7214- 21

Provincial Offences Act – Part I

Item	Short Form Wording	Provisions Creating or Defining Offence	Set Fine
1	Fail to obtain license	Section 3.1	\$200.00
2	Licensee - Fail to reside on property	Section 3.2	\$200.00
3	Keep prohibited rooster	Section 4.1.1	\$200.00
4	Keep hen less than four (4) months	Section 4.1.2	\$200.00
5	Keep more than four chickens	Section 4.1.3	\$200.00
6	Fail to comply with coop location setbacks	Section 4.3.1	\$200.00
7	Prohibited coop / run – front yard / ext. side yard	Section 4.3.1 a)	\$200.00
8	Setback less than 3.0 m from property line	Section 4.3.1 b)	\$200.00
9	Setback less than 1.2 m from the dwelling	Section 4.3.1 c)	\$200.00
10	Setback less than 3.0 m from window / door of dwelling	Section 4.3.1 d)	\$200.00
11	Setback less than 12.0 m from institutional / commercial land	Section 4.3.1 e)	\$200.00
12	Keep more than one coop and one run	Section 4.3.1 f)	\$200.00
13	Coop exceeds maximum floor area 9.2 m ² .	Section 4.3.1 g)	\$200.00
14	Coop exceeds maximum height of 2m	Section 4.3.1 g)	\$200.00
15	Permit chickens to run at large	Section 4.4.1	\$200.00
16	Fail to dispose of manure in a safe and timely manner	Section 4.7.1	\$200.00
17	Fail properly store manure	Section. 4.7.2	\$200.00
18	Prohibited manure storage	Section. 4.7.3	\$200.00
19	Fail to maintain sanitary conditions	Section 4.7.1	\$300.00
20	Owner – Prohibited sale - eggs	Section 4.8.2 b)	\$200.00
21	Obstruct officer conducting inspection	Section 4.9	\$400.00
22	Permit slaughtering of chickens	Section 4.11.1 a)	\$300.00
23	Fail to maintain sanitary conditions	Section 4.11.1 e)	\$300.00
24	Fail to provide food / water / shelter / ventilation	Section 4.11.1 f)	\$200.00

Note: The general penalty provision for the offences indicated above is Section 5 of By-law No. xxxx-21, a certified copy of which has been filed.



Hen Coop Licence Application

Licenses expire on December 31st of the year in which it is issued. Licenses must be renewed in advance of March 1st of the following year. The fee for license renewal is \$25.

Applicant Information		
Name:	Date of Birth (YY-MM-DD):	
Property Address:		
City:	Province:	Postal Code:
Telephone Number:		
Email Address:		
Number of Backyard Hens to be kept at the address (max. 4):		
The hen coop and hen run is less than one story high	<input type="checkbox"/> Yes	<input type="checkbox"/> No
A site plan illustrating the location of the hen coop on the property, clearly marking proximity to property lines, any other structures on property is included	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Licensing fee of \$50 is included	<input type="checkbox"/> Yes	<input type="checkbox"/> No
I/We have reviewed and understand provided guidance documents	<input type="checkbox"/> Yes, reviewed and understand	

Authorization for Tenant (if applicable)

I/We, the undersigned, being the registered property owners of the subject land, authorize a tenant for the purpose of submitting an application and acting on my/our behalf in relation to said backyard chicken application.

Name of tenant: _____

Signature of Property Owner(s)

Date

Veterinarian Information**Name:****Contact Information (please fill in one or both)****Telephone Number:****Email Address:****Applicant Declaration**

I/We, _____(name(s)) of _____(address)
in the Town of Arnprior do solemnly declare:

1. That I/We am/are the applicant(s) for the grant of a permit authorizing me/us to keep backyard hens pursuant to By-Law XXXX-21 within the Town of Arnprior now and hereafter in force. I/We undertake to conform to the terms, conditions and regulations set out in By-Law XXXX-21 and understand that I must comply with all applicable regulations and requirements of: 1) every by-law of the Town of Arnprior; and 2) every Provincial and Federal Act and regulation made under such an Act.
2. That I/We understand that any permit issued pursuant to the said application is subject to revocation.
3. That the statement contained in this application are true and I/We make this solemn declaration conscientiously believing it to be true and knowing it is of the same force and effect as if made under oath and by virtue of "The Canada Evidence Act".

Declared before me/we at the Town of Arnprior, this _____ day of _____.

Signature of Commissioner

Signature of Owner



Hen Coop Licence Renewal Application

Licenses expire on December 31st of the year in which it is issued. Licenses must be renewed in advance of March 1st of the following year.

Applicant Information

Name:		
Property Address:		
City:	Province:	Postal Code:
Telephone Number:		
Email Address:		
Number of Backyard Hens to be kept at the address (max. 4):		
Renewal fee of \$25 is included <input type="checkbox"/> Yes <input type="checkbox"/> No		

Veterinarian Information (if changed)

Name:	
Contact Information (please fill in one or both)	
Telephone Number:	Email Address:

Renewal Declaration (to be signed in front of Commissioner of Oaths)

I, _____ (print name), have reviewed the Backyard Chickens By-law and understand all associated conditions and fees and continue to abide by the provisions.

Signature of Applicant: _____

Declared before me at the Town of Arnprior, this _____ day of _____.

Signature of Commissioner: _____



Backyard Chicken Information Guide

Why backyard chickens? Self-sustaining food production, education, pest and weed control (i.e., ticks), domestic pets, companionship and therapy animals.

Backyard chickens must be hens! To ensure that all chickens are female, hens must be at least 4 months old before residing on your property.

Yes you can!

- ❖ Keep backyard hens if your backyard is at least 500m²
- ❖ Have up to **4** hens
- ❖ Have a **hen coop** that is/has ...
 - ❖ Less than 1 story high
 - ❖ Fully-enclosed
 - ❖ Weatherproof
 - ❖ Nest boxes for egg laying
 - ❖ Perches for hens to roost on
 - ❖ Food and water containers
- ❖ Have a **hen run** that is/has ...
 - ❖ Less than 1 story high
 - ❖ Fully-enclosed
 - ❖ Outdoor access for the hens
- ❖ Bring your chickens to the vet

No you cannot!

- ❖ Have chickens in the front or side yard
- ❖ Let your hens roam free in your yard
- ❖ Sell parts of hens, eggs, or manure
- ❖ Have a rooster
- ❖ Slaughter your hens
- ❖ Keep hens outside of their coop from 9pm - 6am



(example of chicken coop and run)



Fees: To keep backyard chickens, an initial fee of **\$50** along with an approved application is required. To renew your chicken license, there is an annual fee of **\$25**. All application expire on **December 31st** and must be renewed by **March 1st** of the year in which the license is to be issued.

To find an application, look on the Town of Arnprior website or stop by Town Hall at
105 Elgin Street West, Arnprior ON.

The Ministry of Agriculture Food and Rural Affairs provides helpful resources to those considering the adoption of urban agriculture policies recommending that everyone considers:

- ❖ Animal health and public health
- ❖ Animal care (i.e., providing appropriate care, shelter and adequate space)
- ❖ Predators and varmints
- ❖ Food safety

Additional Education Materials – available on the Town of Arnprior Website:

- [Keeping Your Birds Healthy \(OMAFRA\);](#)
- [Biosecurity Recommendations for Small Flock Poultry Owners \(OMAFRA\);](#)
- [Small Flock Poultry: Raising Healthy Birds \(OMAFRA\);](#)
- [Rodent Control in Livestock and Poultry Facilities \(OMAFRA\);](#) and,
- [Keeping your family healthy with backyard poultry, including chicks and ducklings \(Ministry of Health\).](#)

Thinking about keeping backyard chickens? For more information check out the by-law on the Town of Arnprior website!



**The Corporation of the
Town of Arnprior**

By-Law No. 7215-21

A by-law to amend By-Law No.7134-21(a), a by-law to impose user fees or charges for services, activities or items for purchase.

Whereas in accordance with Section 11 (1) of the *Municipal Act 2001, S.O. 2001, c. 25* as amended, a lower-tier municipality may provide any service or thing that the municipality considers necessary or desirable for the public; and

Whereas the Council of the Corporation of the Town of Arnprior has the authority to pass by-laws imposing fees or charges pursuant to Section 391 of the *Municipal Act 2001, S.O. 2001, c. 25* as amended; and

Whereas a new fee for the licensing of Backyard Chickens was introduced at the August 23, 2021 Regular Meeting of Council; and

Whereas public notice, in accordance with Public Notice Policy AS-CP-08 was provided of Council's intention to consider this new fee at the September 27, 2021 Regular Meeting of Council; and

Whereas Council of the Corporation of the Town of Arnprior deems it expedient to amend the User Fees and Charges By-law for the municipality;

Therefore the Council of the Town of Arnprior enacts as follows:

1. **That** Schedule A – Administration and Finance Fees be amended to add a new licensing fee for Backyard Chickens as follows:

Description	Fee
Initial Backyard Chicken Licence	\$50.00
Backyard Chicken Licence Annual Renewal	\$25.00

2. **That** all other all other provisions of By-law No. 7134-21(a), as amended, remain in full force and effect
3. **That** this By-law shall come into force and effect on the day of its passing.

Enacted and Passed this 27th day of September, 2021.

Walter Stack, Mayor

Maureen Spratt, Clerk

**The Corporation of the
Town of Arnprior**

By-Law Number 7216-21

A by-law to authorize the execution of a lease agreement with Rafka El-Hachache.

Whereas the Council of the Corporation of the Town of Arnprior deems it expedient to authorize the execution of a lease agreement with Rafka El-Hachache for use of the premises known municipally as 77 James Street, Arnprior, Ontario for the purposes of operating a concession stand located inside the main lobby in the Nick Smith Centre;

Therefore the Council of the Town of Arnprior enacts as follows:

1. **That** the Mayor and Clerk are authorized to execute the Lease Agreement with Rafka El-Hachache, attached as Schedule A, on behalf of the Town of Arnprior; and
2. **That** any other by-laws, resolutions and/or parts of by-laws or resolutions inconsistent with this By-law are hereby repealed in their entirety; and
3. **That** this By-law shall come into force and effect on the day of its passing.

Enacted and Passed this 27th day of September, 2021.

Walter Stack, Mayor

Maureen Spratt, Clerk

THE CORPORATION OF THE TOWN OF ARNPRIOR

This indenture is dated this 16th day September, 2021

BETWEEN:

THE CORPORATION OF THE TOWN OF ARNPRIOR

A municipality incorporated under the laws of the Province of Ontario

Hereinafter called the “**LANDLORD**”

- and -

RAFKA EL-HACHACHE

Hereinafter called the “**TENANT**”

In consideration of the rents, covenants and obligations stipulated herein the Landlord and the Tenant have agreed to enter into a Lease of the premises known municipally as 77 James Street, Arnprior Ontario, Canada, K7S 1R6 (the “Property”), for the purposes of concession stand activities, with a space of 360 square feet and more particularly outlined in Schedule A attached (the “Premises”).

1. GRANT OF LEASE

- (1) The Landlord leases the Premises to the Tenant:
 - a. At the Term set forth in Section 2;
 - b. For the Rent set forth in Section 3: and
 - c. Subject to the conditions and in accordance with the covenants, obligations and agreements herein.
- (2) The Landlord covenants that it has the right to grant the leasehold interest in the Premises.

2. PREMISES AND TERM

- (1) The Landlord hereby agrees to lease to the Tenant and the Tenant hereby agrees to lease from the Landlord that portion of the Property being 360 square feet of exclusive dedicated space for the Tenant. The Tenant shall have the exclusive use of that portion of the Property which is noted as Concession stand space (outlined on **Schedule A**) and shall also have the non-exclusive use of all common areas of the building and the Property.
- (2) The Tenant shall lease the Premises for a seven (7) month term commencing October 1, 2021 and expiring on April 30, 2022 (the "Term").

3. RENT

- (1) During the Term, the Tenant shall pay to the Landlord annual gross rents of per year, based on 360 square feet of dedicated space, and shall be payable by the following terms:
 - a. For the term October 1, 2021 to April 30, 2022, a gross rent of \$2,275.00 payable in monthly instalments of \$325.00.
- (2) Gross Rent means the amounts payable by the Tenant to the Landlord pursuant to this Section, but does not include HST.
 - a. Not included in the gross rent is Custodial Services or IT Services.
Note: Access to internet for Point of Sale purposes may be arranged.
 - b. Included in the gross rent are the utilities and use equipment as outlined in Schedule C.
- (3) All payments made by the Tenant pursuant to this lease shall be delivered to the Landlord at the Landlord's address for service set out in Section 14 or to such other place as the Landlord may from time to time direct in writing.

4. ASSIGNMENT

- (1) The Tenant shall not assign this Lease or sublet the whole or any part of the Premises unless it first obtains the consent of the Landlord in writing, which consent shall not unreasonably be withheld, and the Tenant hereby waives his right to the benefit of any present or future Act of the Legislature of Ontario which would allow the Tenant to assign this Lease or sublet the Premises without the Landlord's consent.
- (2) The consent of the Landlord to any assignment or subletting shall not operate as a waiver of the necessity for consent to any subsequent assignment or subletting.

- (3) Any consent granted by the Landlord shall be conditional upon the assignee, sublease or occupant executing a written agreement directly with the Landlord agreeing to be bound by all the terms of this Lease as if the assignee, sublease or occupant had originally executed this Lease as Tenant.
- (4) Any consent given by the Landlord to any assignment or other disposition of the Tenant's interest in this Lease or in the Premises shall not relieve the Tenant from its obligations under this Lease, including the obligation to pay Rent as provided for herein.
- (5) If the party originally entering into this Lease as Tenant, or any party who subsequently becomes the Tenant by way of assignment or sublease or otherwise as provided for in this Lease, is a corporation then:
 - a. the Tenant shall not be entitled to deal with its authorized or issued capital or that of an affiliated company in any way that results in a change in the effective voting control of the Tenant unless the Landlord first consents in writing to the proposed change;
 - b. if any change is made in the control of the Tenant corporation without the written consent of the Landlord then the Landlord shall be entitled to treat the Tenant as being in default and to exercise the remedies stipulated in Section 12 (2) of this Lease and any other remedies available in law;
 - c. the Tenant agrees to make available to the Landlord or its authorized representatives the corporate books and records of the Tenant for inspection at reasonable times.

5. USE

- (1) During the Term of this Lease the Premises shall not be used for any purpose other than as a Concession Stand space without the express consent of the Landlord given in writing and all use of the Premises shall be subject to the Rules and Regulations in Schedule B attached and as the Landlord may reasonably make from time to time.
- (2) 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 occupants of neighbouring premises;
 - d. make void or voidable any insurance upon the Premises; or
 - e. constitute a breach of any by-law, statute, order or regulation of any municipal, provincial or other competent authority relating to the Premises.
- (3) The Tenant shall be responsible for the supply and installation of its name

and identification at the premises, subject to approval of the Landlord.

- (4) In consideration of the Town of Arnprior re-opening its facilities, or a portion thereof, as permitted during the COVID-19 pandemic emergency, the tenant shall follow all applicable Orders, guidelines and protocols agreeing to the terms and conditions as outlined in Schedule D.

6. LANDLORD'S WORK

The Landlord covenants during the term provided for herein, it shall maintain in good order and condition and in a good state of repair, the Common Areas and Facilities of the Centre in accordance with first-class practices and standards, having regard to the type and location of the Centre as a prudent owner and operator.

7. REPAIR AND MAINTENANCE

- (1) The Tenant covenants that during the term of this Lease and any renewal thereof the Tenant shall keep in good condition the Premises including all alterations and additions made thereto, and shall, with or without notice, promptly make all needed repairs and all necessary replacements as would a prudent owner, but the Tenant shall not be liable to effect repairs attributable to reasonable wear and tear, or to damage caused by fire, lightning or storm.
- (2) The Tenant shall permit the Landlord or a person authorized by the Landlord to enter the Premises to examine the condition thereof and view the state of repair at reasonable times:
 - a. and if upon such examination repairs are found to be necessary, written notice of the repairs required shall be given to the Tenant by or on behalf of the Landlord and the Tenant shall make the necessary repairs within the time specified in the notice;
 - b. and if the Tenant refuses or neglects to keep the Premises in good repair the Landlord may, but shall not be obliged to, make any necessary repairs, and shall be permitted to enter the Premises, by its servants or agents, for the purpose of effecting the repairs without being liable to the Tenant for any loss, damage or inconvenience to the Tenant in connection with the Landlord's entry and repairs, and if the Landlord makes repairs the Tenant shall pay the cost of them immediately as Rent.
- (3) Upon the expiry of the Term or other determination of this Lease the Tenant agrees peaceably to surrender the Premises, including any alterations or additions made thereto, to the Landlord in a state of good repair, reasonable wear and tear and damage by fire, lightning and storm only excepted.
- (4) The Tenant shall immediately give written notice to the Landlord of any substantial damage that occurs to the Premises from any cause.

8. ALTERATIONS AND ADDITIONS

- (1) If the Tenant, during the Term of this lease or any renewal of it, desires to make any alterations or additions to the Premises, including but not limited to: erecting partitions, attaching equipment, and installing necessary furnishings or additional equipment of the Tenant's business, the Tenant may do so at its own expense, at any time and from time to time, if the following conditions are met:
 - a. before undertaking any alteration or addition the Tenant shall submit to the Landlord a plan showing the proposed alterations or additions and items included in the plan which are regarded by the Tenant as "Trade Fixtures" shall be designated as such on the plan, 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;
 - b. any and all alterations or additions to the Premises made by the Tenant must comply with all applicable building code standards and by-laws.
- (2) The Tenant shall be responsible for and pay the cost of any alterations, additions, installations or improvements that any governing authority, municipal, provincial or otherwise, may require to be made in, on or to the Premises.
- (3) No sign, advertisement or notice shall be inscribed, painted or affixed by the Tenant, or any other person on the Tenant's behalf, on any part of the inside or outside of the building in which the Premises are located unless the sign, advertisement or notice has been approved in every respect by the Landlord.
- (4) 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.
- (5) The Tenant agrees, at his own expense and by whatever means may be necessary, immediately to obtain the release or discharge of any encumbrance that may be registered against the Landlord's property in connection with any additions or alterations to the Premises made by the Tenant or in connection with any other activity of the Tenant.
- (6) 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 and the Tenant covenants that it will make good and repair or replace as necessary any damage caused to the Premises by the removal of the Tenant's Trade Fixtures.
- (7) Other than as provided in paragraph 7 (6) above, the Tenant shall not, during the Term of this Lease or anytime thereafter remove from the Premises any Trade Fixtures or other goods and chattels of the Tenant except in the following circumstances:
 - a. the removal is in the ordinary course of business;

- b. the Trade Fixture has become unnecessary for the Tenant's business or is being replaced by a new or similar Trade Fixture; or
 - c. the Landlord has consented in writing to the removal;
- 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.
- (8) The Tenant shall, at its own expense, if requested by the Landlord, remove any or all additions or improvements made by the Tenant to the Premises during the Term and shall repair all damage caused by the installation or the removal or both.
- (9) The Tenant shall not bring onto the Premises or any part of the Premises any machinery, equipment or any other thing that might in the opinion of the Landlord, by reason of its weight, size or use, damage the Premises or overload the floors of the Premises, and if the Premises are damaged or overloaded the Tenant shall restore the Premises immediately or pay to the Landlord the cost of restoring the Premises.

9. INSURANCE

- (1) The Tenant shall obtain and maintain in force during the term of the Agreement a policy or policies of insurance in form, amount and with insurers satisfactory to the Landlord and underwritten by an insurer licensed to conduct business in the Province of Ontario, for the term herein provided covering the Landlord, as its interest may appear, and covering the Tenant with respect to the following:

Commercial General Liability insurance to a limit of liability not less than two million (\$2,000,000.00) dollars per occurrence, inclusive with an aggregate of not less than five million (\$5,000,000.00); The policy shall provide coverage for Bodily Injury, Property Damage and Personal Injury and shall include but not be limited to:

- i. Non-owned automobile coverage with a limit not less than two million (\$2,000,000.00) and shall include contractual non-owned coverage (SEF 96);
 - ii. Products and completed operations coverage;
 - iii. Broad form Property Damage; and
 - iv. Contractual Liability
- b. Insurance for all contents for the full replacement costs on a broad form basis, including all risks direct damage insurance upon its merchandise, stock-in-trade, furniture, plate glass, fixtures and improvements to the full replacement value;
- c. Workers' Compensation or similar insurance affording statutory coverage and containing statutory limits, when the Tenant is statutorily so obliged.

- d. Tenant Legal Liability insurance in an amount equal to the rebuilding cost of the square footage occupied. Rebuilding costs increase annually and this adjustment may have to be reflected on the policy annually.
- (2) Each insurance policy referred to above shall name the Landlord or anyone designated by the Landlord as additional insured, as their interests may appear and will contain, as appropriate, a waiver of rights of subrogation against the Landlord or others designated by the Landlord, against claims by the Tenant as if the Landlord and Tenant were separately insured.
- (3) Each insurance policy will provide that the policy will not be cancelled by the insurer or the insured without first giving the Landlord thirty (30) days' notice in writing.
- (4) A certified copy of each policy of insurance will be provided to the Landlord, first on the commencement of the Term herein provided, and next on each anniversary of the said date until the Term has expired and the Tenant has vacated the Demised Premises
- (5) The Tenant covenants with the said Landlord that its said business to be so carried on in the said building will not be of such a nature as to increase the insurance risk on the Demised Premises or cause the Landlord to pay an increased rate of insurance premiums on the said Demised Premises by reason thereof and it is distinctly understood that in case said business so carried on by the Tenant is or becomes of such a nature to increase the insurance risk, or causes the Landlord and/or other occupants of the buildings to pay an increased rate of insurance premiums, that the Tenant will from time to time pay to the Landlord the increase amount of insurance premiums which the said Landlord and other occupants of the said building have to pay in consequence thereof, provided that the Tenant covenants that it will not carry on or permit to be carried on any business in the said building which may make void or voidable any insurance held by the Landlord or the other occupants of the said building.

10. INDEMNIFICATION

- (1) The Tenant shall indemnify the Landlord against any and all liabilities, claims, damages, losses and expenses, including all reasonable legal fees and disbursements, arising from:
 - a. Any breach by the Tenant of any of the provisions of this Lease;
 - b. Any act or omission of any person on the Premises or any use or occupancy of or any things in the Premises;
 - c. Any act or omission of the Tenant or any of its servants, agents, employees, invitees, licensees, sub-tenants, concessionaires, contractors or persons for whom the Tenant is in law responsible on the Premises or elsewhere on or about the Building; or
 - d. Any injury or death of persons, or any loss or damage to property of the Tenant or any of its servants, agents, employees, invitees, licensees,

subtenants, contractors or persons for whom the Tenant is in law responsible,

e. On the Premises or elsewhere on or about the Building or the Lands.

(2) Every indemnity, exclusion, release of liability and waiver of subrogation contained in this Lease for the benefit of the Landlord shall extend to and benefit all of the Landlord's servants, agents, employees, and others for whom the Landlord is in law responsible.

11. DAMAGE TO THE PREMISES

(1) 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:

- a. if the damage or destruction renders the Premises unfit for occupancy and impossible to repair or rebuild using reasonable diligence within 120 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;
- b. If the Premises can with reasonable diligence be repaired and rendered fit for occupancy within 120 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 necessary repairs have been completed;
- c. If the leased Premises can be repaired within 120 days as aforesaid, but the damage is such that the leased 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.

- (2) Any question as to the degree of damage or destruction or the period of time required to repair or rebuild shall be determined by an architect retained by the Landlord.
- (3) Apart from the provisions of Section 11 (1) there shall be no abatement from or reduction of the Rent payable by the Tenant, nor shall the Tenant be entitled to claim against the Landlord for any damages, general or special, caused by fire, water, sprinkler systems, partial or temporary failure or stoppage of services or utilities which the Landlord is obliged to provide according to this lease, from any cause whatsoever.

12. ACTS OF DEFAULT AND LANDLORD'S REMEDIES

- (1) An Act of Default has occurred when:
 - a. the Tenant has failed to pay Rent for a period of 15 consecutive days, regardless of whether demand for payment has been made or not;
 - b. the Tenant has breached his covenants or failed to perform any of his obligations under this lease; and
 - i. the Landlord has given notice specifying the nature of the default and the steps required to correct it; and
 - ii. the Tenant has failed to correct the default as required by the notice;
 - c. the Tenant has:
 - i. become bankrupt or insolvent or made an assignment for the benefit of Creditors;
 - ii. had his property seized or attached in satisfaction of a judgment;
 - iii. had a receiver appointed;
 - iv. committed any act or neglected to do anything with the result that a Construction Lien or other encumbrance is registered against the Landlord's property;
 - v. without the consent of the Landlord, made or entered into an agreement to make a sale of his assets to which the Bulk Sales Act applies;
 - vi. taken action if the Tenant is a corporation, with a view to winding up, dissolution or liquidation.
 - d. any insurance policy is cancelled or not renewed by reason of the use or occupation of the Premises, or by reason of non-payment of premiums;
 - e. the Premises;
 - i. become vacant or remain unoccupied for a period of 30 consecutive days; or

- ii. are not open for business on more than thirty (30) business days in any twelve(12) month period or on any twelve (12) consecutive business days;
- iii. are used by any other person or persons, or for any other purpose than as provided for in this lease without the written consent of the Landlord.

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

- a. the Landlord shall have the right to terminate this Lease and to re-enter the Premises and deal with them as it may choose

(3) If, because an Act of Default has occurred, the Landlord exercises its right to terminate this Lease and 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 newtenant pays to the Landlord.

(4) 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 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:

- a. 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
- b. 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.

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

(6) If, when an Act of Default has occurred, the Landlord chooses to waive its right to exercise the remedies available 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 his 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.

13. TERMINATION AT END OF TERM

- (1) The Tenant agrees to permit the Landlord during the last two (2) months of the Term of this Lease to display "For Rent" signs or both at the Premises and to show the Premises to prospective new tenants or purchasers and to permit anyone having written authority of the Landlord to view the Premises at reasonable hours.
- (2) If the Tenant remains in possession of the Premises after the Term of this Lease and if the Landlord then accepts Rent for the Premises from the Tenant, it is agreed that such overholding by the Tenant and acceptance of Rent by the Landlord shall create a monthly tenancy only but the tenancy shall remain subject to all the terms and conditions of this Lease except those regarding the Term.

14. NOTICE

- (1) Any notice required or permitted to be given by one party to the other pursuant to the terms of this lease may be given

To the Landlord at:

The Corporation of the Town of Arnprior
105 Elgin Street West
Arnprior, Ontario
K7S 0A8

To the Tenant at the Premises or at:

Rafka El-hachache
89 McClintock Way
Kanata, Ontario
K2L 2A5

- (2) The above addresses may be changed at any time by giving ten (10) days written notice. Any notice given by one party to the other in accordance with the provisions of this lease shall be deemed conclusively to have been received on the date delivered if the notice is served personally or seventy-two (72) hours after mailing if the notice is mailed.

15. REGISTRATION

The Tenant shall not at any time register notice of or a copy of this Lease on title to the property of which the premises form part without consent of the Landlord.

16. INTERPRETATION

- (1) The words importing the singular number only shall include the plural, and vice versa, and words importing the masculine gender shall include the feminine gender, and words importing persons shall include firms and corporations and vice versa.
- (2) Unless the context otherwise requires, the word "Landlord" and the word "Tenant" whereby used herein shall be construed to include the executors, administrators, successors and assigns of the Landlord and Tenant, respectively.
- (3) When there are two or more Tenants bound by the same covenants herein contained, their obligations shall be joint and several.

17. LEASE FORMS ENTIRE AGREEMENT

This agreement, including any schedules attached hereto, constitutes the entire agreement between the parties relating to the subject matter hereof, and supersedes all prior agreements, representations, warranties, understandings, conditions or collateral agreements, whether oral or written, express or implied, with respect to the subject matter hereof.

IN WITNESS WHEREOF the parties hereto have executed this Lease.

Signed, Sealed and Delivered this 16th day of September, 2021

**THE CORPORATION OF THE
TOWN OF ARNPRIOR**

Walter Stack
Mayor

Maureen Spratt
Clerk

We have authority to bind the Corporation.

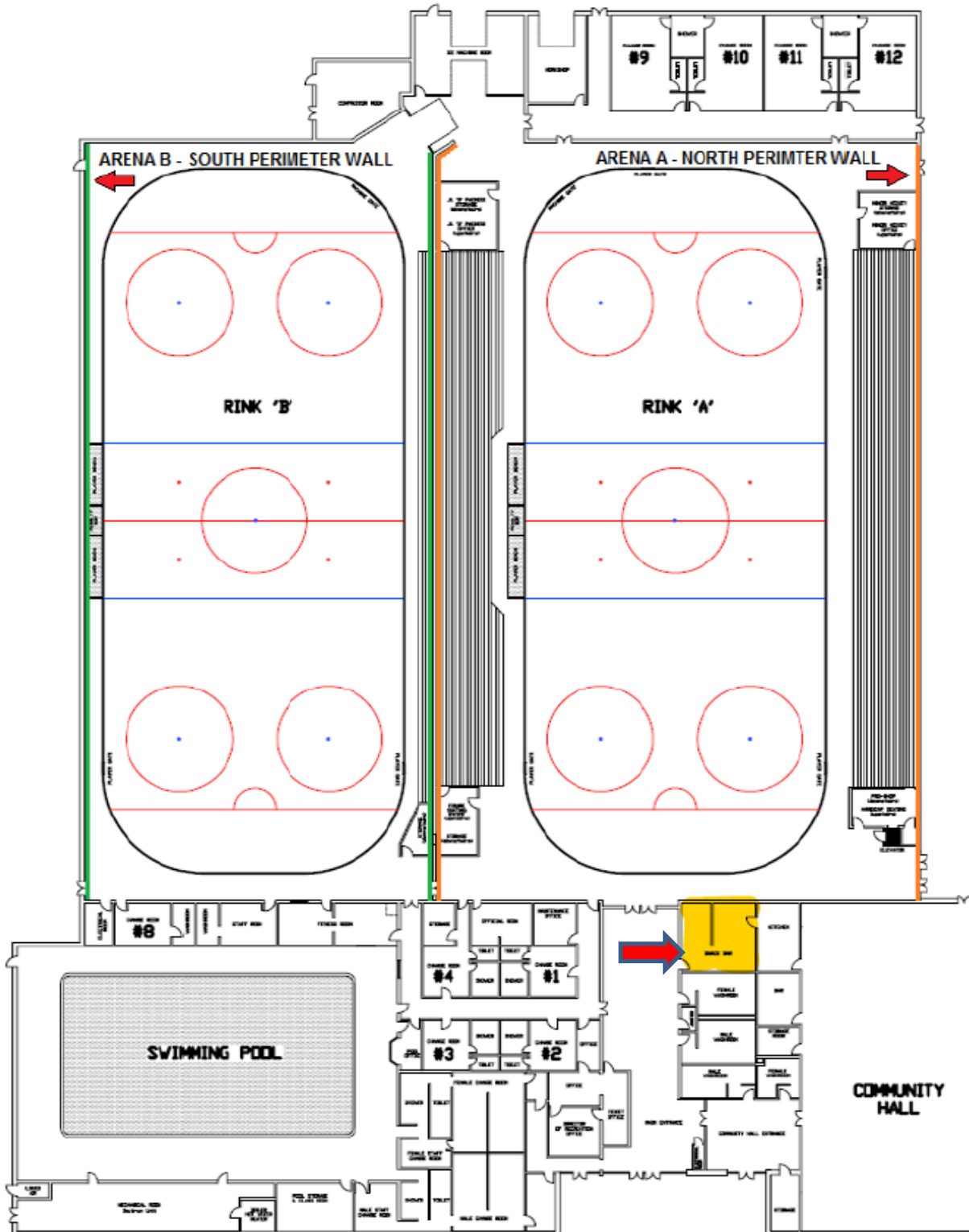
TENANT


Rafka El-hachache
Operator

We have authority to bind the Company.

Schedule "A"
"THE PREMISES"

N.B. Highlighted area represents leased space



SCHEDULE "B"**"RULES AND REGULATIONS FORMING PART OF THIS LEASE"**

The Tenant shall observe the following Rules and Regulations (as amended, modified or supplemented from time to time by the Landlord as provided in this Lease):

1. The sidewalks, entrances, elevators, stairways and corridors of the building shall not be obstructed or used by the Tenant, its agents, contractors, invitees or employees for any purpose other than access to and from the Premises.
2. The floors, sky-lights and windows that reflect or admit light into passageways or into any place in the building shall not be covered or obstructed by the Tenant, and no awnings shall be put over any window.
3. The toilets, sinks, drains, washrooms and other water apparatus shall not be used for any purpose other than those for which they were constructed, and no sweepings, rubbish, rags, ashes or other substances, such as chemicals, solvents, noxious liquids or pollutants shall be thrown therein, and any damage resulting to them from misuse shall be borne by the Tenant by whom or by whose employees, agents, servants, contractors or invitees the damage was caused.
4. The Tenant shall not perform any acts or carry on any activity which may damage the Premises or the common areas or be a nuisance to any other tenant.
5. No animals or birds shall be brought into the building or kept on the Premises.
6. The Tenant shall not mark, drill into, bore or cut or in any way damage or deface the walls, ceilings or floors of the Premises. No wires, pipes or conduits shall be installed in the Premises without prior written approval of the Landlord. No broadloom or carpeting shall be affixed to the Premises by means of a non-soluble adhesive or similar products.
7. No one shall use the Premises for sleeping apartments or residential purposes, for the storage of personal effects or articles other than those required for business purposes, or for any illegal purpose.
8. The Tenant shall not use or permit the use of any objectionable advertising medium such as, without limitation, loudspeakers, public address systems, sound amplifiers, radio, broadcast or television apparatus within the building which is in any manner audible or visible outside of the Premises.
9. The Tenant must observe strict care not to allow windows to remain open so as to admit rain or snow, or so as to interfere with the heating of the building. The Tenant neglecting this rule will be responsible for any damage caused to the property of other tenants, or to the property of the Landlord, by such carelessness. The Tenant, when closing the Premises, shall close all windows and lock all doors.

10. The Tenant shall not without the express written consent of the Landlord, place any additional locks upon any doors of the Premises and shall not permit any duplicate keys to be made therefor; but shall use only additional keys obtained from the Landlord, at the expense of the Tenant, and shall surrender to the Landlord on the termination of the lease all keys of the Premises.
11. No inflammable oils or other inflammable, toxic, dangerous or explosive materials shall be kept or permitted to be kept in or on the Premises.
12. Nothing shall be placed on the outside of windows or projections of the Premises. No air-conditioning equipment shall be placed at the windows of the Premises without the consent in writing of the Landlord.
13. Canvassing, soliciting and peddling in the building is prohibited.
14. The Tenant shall first obtain in writing the consent of the Landlord to any alteration or modification to the electrical system in the Premises and all such alterations and modifications shall be completed at the Tenant's expense by an electrical contractor acceptable to the Landlord.
15. The Tenant shall first obtain in writing the consent of the Landlord to the placement by the Tenant of any garbage containers or receptacles outside the Premises or building.
16. The Tenant shall not install or erect on or about the Premises television antennae, communications towers, satellite dishes or other such apparatus.
17. The Landlord shall have the right to make such other and further reasonable rules and regulations and to alter, amend or cancel all rules and regulations as in its judgment may from time to time be needed for the safety, care and cleanliness of the building and for the preservation of good order therein and the same shall be kept and observed by the Tenant, his employees, agents, servants, contractors or invitees. The Landlord may from time to time waive any of such rules and regulations as applied to particular tenants and is not liable to the Tenant for breaches thereof by other tenants.

**SCHEDULE “C”
“TENTANT’S WORK”**

The Tenant agrees with the following:

1. To present a menu that features healthier food and beverage options taking the following into action:
 - No less than 30% of the menu must be healthier options based on Canada’s Food Guide.
 - Increase consumer choice so that facility patrons can have access to healthier options, especially for children.
 - Position healthier food and beverage options more prominently in an area that is visible to customers.
 - Make best efforts to price healthier food and beverage options on-par or less than non-healthier options.
2. To respect any and all exclusive partnerships with the Landlord pertaining to food and beverages. No products of competitors can be offered;
3. To maintain the Premises at its own expense in good order and in a clean and tidy condition;
4. To maintain equipment provided by the Landlord with a preventative maintenance program to ensure the equipment is kept in good operating order. The Tenant shall not install any new equipment without the Landlord’s approval. Equipment provided by the Landlord includes but is not limited to the following:
 - Stainless Steel Counters with Backsplash (1 – 48x30; 3 – 60x30; 1 – 72x30)
 - Ventless Fryer (Perfect Fry Company Model No. PFA570-208)
 - Microwave Convection Oven (ACP Canada Model No. AXP22TLT)
5. To regularly clean the interior of the Premises including garbage and recycling material removal, floor cleaning as needed, cleaning of washrooms and equipment;
6. To provide the following regular operating schedule:
 - The Concession Stand shall be open at such time to handle the regular operating program in the facility which is generally between the hours of 4:00 p.m. to 10:00 p.m., Monday through Friday, and 7:00 a.m. to 9:00 p.m. Saturday and Sunday. The Concession Stand will remain open until at least the start of the last regularly scheduled ice booking for that day, unless previously agreed to by the Landlord.

- In the case of a special event or tournament, the Concession Stand are to be open one (1) hour in advance of the starting time and shall remain open for one half (1/2) hour after the conclusion of the event. This will be at the discretion of the Landlord
 - The hours of operation of the Concession Stand will be subject to approval of the Landlord. Any changes to this schedule shall be subject to approval of the Landlord.
 - The Concession Stand may be closed during slow periods or facility shutdowns, subject to approval of the Landlord, which approval will not be unduly withheld.
 - Facility schedules will be copied to the Tenant each month with special event schedules.
7. It is understood that the Tenant is representing the Landlord's interests and shall therefore provide customers and invitees a level of service including but not limited to courtesy and respect customarily provided by a public and municipal corporation.

**SCHEDULE “D”
“RELEASE AND WAIVER OF LIABILITY”**

RELEASE OF LIABILITY AGREEMENT, WAIVER OF CLAIMS, ASSUMPTION OF RISKS AND INDEMNITY AGREEMENT BY AGREEING TO THE TERMS OF THIS DOCUMENT YOU WILL WAIVE CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE

Upon signing this document, you and your business waive legal rights and release The Corporation of the Town of Arnprior from any and all liability as a result of usage of Town facilities, howsoever caused. In consideration of the Town of Arnprior re-opening its facilities, or a portion thereof, as permitted during the COVID-19 pandemic emergency, the undersigned hereby agrees to the following terms and conditions:

1. That I/we have reviewed and understand the: Orders issued under Ontario Emergency Management and Civil Protection Act. Guidelines issued by Ontario’s Chief Medical Officer of Health and the Renfrew County District Health Unit, and COVID-19 Facility Protocol issued by the Town of Arnprior and as amended.
2. That I/we agree to follow all applicable Orders, guidelines and protocols. Failure to abide by these will result in the suspension of use of Town of Arnprior facilities.
3. That I/we understand it is our responsibility to ensure that we and all associated with our rental understand and agree to follow all applicable Orders, guidelines and protocols.
4. That use of Town of Arnprior facilities carries with it risk of exposure to communicable diseases and such risk exists in any public place where people are present. I/We agree follow safety precautions outlined in an official capacity by Canadian health authorities, including Ontario Health, Health Canada and the Renfrew County District Health Unit while using Town of Arnprior facilities, particularly but not limited to those involving handwashing, social distancing and wearing a mask.
5. That I/we hereby indemnify The Corporation of the Town of Arnprior and its employees and representatives against any and all claims that is has or may have in the future involving COVID-19 related or other communicable diseases. That we release The Corporation of the Town of Arnprior from any and all liability for any loss, damage, expense of injury including death, that we may suffer, as a result of its usage of Town of Arnprior facilities, howsoever caused; such causes may include, but are not limited to: duty of care created by the Occupiers’ Liability Act, RSO 1990, c02, any other statutory duty of care, any negligence of The Corporation of the Town of Arnprior, or breach of contract.
6. That I/we hereby indemnify The Corporation of the Town of Arnprior and its employees and representatives against any and all claims and demands associated with a breach of the Orders, guidelines and protocols described herein by the user and those associated with their event.
7. That the Town may, at its sole discretion, withdraw the tenant’s access to the Town’s facilities as required due to the COVID-19 pandemic emergency or other urgent situations.

The Corporation of the Town of Arnprior

By-law Number 7217-21

A by-law respecting the appointment of Members of Council and Public Representatives to the Corporation of the Town of Arnprior's Inclusivity and Diversity Advisory Committee (IDAC).

Whereas Section 8 of the Municipal Act, R.S.O. 2001, c.M.25, as amended, provides that a municipality has the capacity, rights, powers and privileges of a natural person for the purpose of exercising its authority under this or any other Act; and

Whereas Section 11 (1) and (2) of the Municipal Act, R.S.O. 2001, c.M.25, as amended, permits lower-tiered municipalities to provide any service or things that the municipality considers necessary or desirable for the public including the passing of By-laws pertaining to governance structure of the municipality; and

Whereas the Inclusivity and Diversity Advisory Committee (IDAC) is an Advisory Committee formed by Council; and

Whereas it is deemed necessary to appoint certain persons to the IDAC of the Corporation of the Town of Arnprior, to advise and represent Council on various matters under its jurisdiction; and

Whereas Council, at their meeting held on September 13, 2021 provided direction to staff to appoint one (1) Council Representative, and six (6) Public Representatives, as well as one (1) Resource Person to the IDAC, for consideration of Council.

Therefore, the Council of the Corporation of the Town of Arnprior enacts as follows:

1. **That** the following persons are hereby appointed to the IDAC:
Councillor Lynn Grinstead (Chair), Ro Nwosu, Aiden McGrath, Peter Shum, Brad Greyeyes-Brant, Rainer Alberto Bouret Amparo, Ananda Nicholas, and Jodi Bucholtz (Resource Person).
2. **That** any vacancies created through resignation will be advertised as staff deems appropriate when said vacancy occurs.
3. **That** these appointments be in place, for the remainder of this term of Council.
4. **That** this By-law shall come into force and effect on the day of its passing.

Enacted and passed this 27th day of September, 2021.

Signatures:

Walter Stack, Mayor

Maureen Spratt, Town Clerk