



**Town of Arnprior**  
**Regular Meeting of Council Agenda**  
**Date: Monday, February 14, 2022**  
**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 – January 24, 2022** (Page 1-8)
  - b) **Special Meeting of Council – January 31, 2022** (Page 9-10)
  - c) **Special Meeting of Council – February 7, 2022** (Page 11-13)
8. **Awards/ Delegations/ Presentations**
  - a) **Presentations**
    - i. **Recommendations for 2022-2026 Council Remuneration, Council Remuneration Ad Hoc Committee** (Page 14-32)

**9. Public Meetings**

**10. Matters Tabled/ Deferred/ Unfinished Business**

**11. Staff Reports**

- a) **Zoning By-law Amendment 4/21**, Robin Paquette, CAO (Page 33-92)
- b) **2022 Municipal Election**, Maureen Spratt, Town Clerk (Page 93-95)
- c) **Election Sign By-law**, Maureen Spratt, Town Clerk (Page 96-107)
- d) **Proclamation “Rare Disease Day – February 28, 2022”**, Kaila Zamojski, Deputy Clerk (Page 108-112)
- e) **Proclamation - 2022 Black History Month**, Kaila Zamojski, Deputy Clerk (Page 113-116)

**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-22-Feb-03
- ii. Correspondence Package A-22-Feb-01

**16. By-laws & Resolutions**

**a) By-laws**

- i. **By-law Number 7259-22** – Part Lot Control By-law (Arnprior Fairgrounds (Page 117-118)
- ii. **By-law Number 7260-22** – Appointment to Committee of Adjustment / Property Standards Committee (Page 119)
- iii. **By-law Number 7261-22** – Adopt 2022 Operating and Capital Budget (Page 120-124)
- iv. **By-law Number 7262-22** – Adopt Works In Progress (WIP) (Page 125-126)
- v. **By-law Number 7263-22** – Adopt User Fees and Charges By-law (Page 126-165)
- vi. **By-law Number 7264-22** – Adopt Alternative Voting Method (Internet / Telephone) 2022 Municipal and School Board Election (Page 166)

- vii. **By-law Number 7265-22** – Adopt Transfer Payment Agreement – Integrated Waste Management Program (Page 167-191)
- viii. **By-law Number 7266-22** – Adopt Transfer Payment Agreement – Telecom Modernization (Page 192-217)

## **b) Resolutions**

### **i. Long Range Capital Forecast**

**That** Council approve the 2023-2042 Long Range Capital Forecast as presented to Council on January 10, 2022 and discussed on February 7, 2022, as a financial planning tool; and

**That** the 2023-2042 Long Range Capital Forecast be used to inform the annual budget process, as well as, other financial planning processes and documents; and

**That** staff continue to update the Long Range Capital Forecast as part of the annual budget process.

### **ii. In-Kind Support – SALC**

**Whereas** Council of the Town of Arnprior, at their budget meeting of December 8, 2021 received a request for \$5,000 of in-kind support from the Seniors Active Living Centre (SALC).

**Therefore be it resolved** that the Council of the Corporation of the Town of Arnprior authorize \$5,000 of in-kind support for services including staff and facility use of the Nick Smith Centre.

### **iii. Development Charges Funding – Arnprior Public Library**

**Whereas** the Arnprior Library Board at their budget presentation meeting on December 8, 2021 requested access to an additional \$1,000 of development charge monies for collection development.

**Therefore Be It Resolved That** the Council of the Corporation of the Town of Arnprior authorize the transfer of \$1,000 of development charge monies from the Development Charges Reserve Fund to the Arnprior Public Library for collection development.

## **17. Announcements**

## **18. Media Questions**

## **19. Closed Session**

One (1) matter pursuant to Section 239 (2)(c) of the Municipal Act, to discuss a proposed or pending acquisition or disposition of land by the municipality or local board (Property Acquisition).

## **20. Confirmatory By-law**

By-law No. 7267-22 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  
January 24, 2022 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 Chris Toner  
Councillor Lisa McGee

**Council Members Absent:**

Councillor Tom Burnette

**Town Staff Present:**

Robin Paquette, CAO  
Maureen Spratt, Town Clerk  
Jennifer Morawiec, General Manager,  
Client Services/ Treasurer  
Kaila Zamojski, Deputy Clerk  
Graeme Ivory, Director of Recreation  
John Steckly, GM, Operations  
Rick Desarmia, Fire Chief  
Jennifer Eve, Manager of Finance  
Cory Nicholas, Deputy Fire Chief  
Erin Coyle, A/MEDO

**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, except Councilor Tom Burnette.

**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 011-22  
Moved by Chris Toner  
Seconded by Ted Strike

**Be It Resolved That** the agenda, for the Regular Meeting of Council dated Monday, January 24, 2022 be adopted.

Resolution Carried as amended

Resolution Number 012-22

Moved by Ted Strike

Seconded by Dan Lynch

That Council amend the agenda to add a third closed session item, being One (1) matter about a proposed or pending acquisition of land by the municipality or local board (Section 239 (2)(c))

Resolution Carried

**5. Disclosures of Pecuniary Interest**

Councillor Chris Toner declared the following:

“I, Chris Toner declare a pecuniary interest in Item 19 the additional Closed Session item number three, on the January 24, 2022 agenda.

I am making this declaration because I have a potential interest in purchasing the property.”

**6. Question Period**

None

**7. Adoption of Minutes of Previous Meeting(s)**

Resolution Number 013-22

Moved by Lynn Grinstead

Seconded by Chris Toner

**That** the minutes of the Regular Meeting of Council listed under item number 7 (a) on the Agenda be adopted (Regular Meeting of Council – January 10, 2021)

Resolution Carried

**8. Awards/Delegations/Presentations**

**a) Delegation**

**i) JJ Davis – Arnprior and Climate Change**

JJ Davis provided a verbal summary of the presentation submitted in the Agenda Package, noting she is seeking Council’s assistance in:

- Developing a Climate Action Plan for the Town of Arnprior;
- Creating a Committee for Climate Action in the Town of Arnprior; and
- Taking the first step in helping with Climate Change for the future.

Mayor Stack thanked JJ Davis for bringing forward the presentation.

Mayor Stack further noted that staff will look into the FCM Climate Protection Plan as a guiding document, for how the Town of Arnprior should move forward, and bring back a more formalized approach for Council consideration.

**9. Public Meetings**

Resolution Number 014-22 (6:56 pm)

Moved by Lisa McGee

Seconded by Dan Lynch

That Council move into a public meeting regarding the Community Improvement Plan Update.

Resolution Carried

Mayor Walter Stack declared the public meeting open at 6:56 pm.

Meghan MacMillan and Samantha Gatchene of WSP Consulting provided a presentation, as submitted in the Agenda Package.

The floor was opened to the public for comments, with none being received.

County Councilor Lynch noted in his opinion one quote for contractor services is not enough for businesses to provide when they are applying for assistance from the municipality.

The public meeting was declared closed at 7:21 pm.

Resolution Number 015-22 (7:21 pm)

Moved by Dan Lynch

Seconded by Lisa McGee

That Council resume to the regular meeting of Council.

Resolution Carried

**10. Matter Tabled/ Deferred/ Unfinished Business**

None

**11. Staff Reports**

**a) Arnprior Waste Disposal Site – Year 7 Operations Contract, General Manager, Operations**

Resolution Number 016-22

Moved by Chris Toner

Seconded by Ted Strike

That Council authorize a one-year extension (Year 7) to Tomlinson Environmental Services for the provision of services to operate the Arnprior Waste Disposal Site, pursuant to RFT# PW-2016-07, for the period of September 1, 2022 to August 31, 2023.

Resolution Carried

**b) Municipal Grant Application – Provincial Broomball Committee, Director of Recreation**

Resolution Number 017-22

Moved by Chris Toner

Seconded by Lisa McGee

That Council waive user fees and charges in the amount of \$5,000.00 for the Provincial Broomball Committee’s municipal grant request for the use of the Nick Smith Centre Arenas and Community Hall March 11-13, 2022; and

Further That the Provincial Broomball Committee be advised that it is mandatory to carry sufficient liability insurance and have the Town of Arnprior added as an additional insured; and

Further That the Provincial Broomball Committee be advised that the Nick Smith Centre will determine event capacity based on the public health regulations at the time; and

Further That it is mandatory to follow all COVID-19 public health guidelines, including but not limited to proof of vaccination being required for all participants, staff, volunteers and attendees 12 years of age and older, social distancing, and masking where distancing is not possible.

Resolution Carried

**c) User Fees and Charges – Annual Review, General Manager Client Services/  
Treasurer**

Resolution Number 018-22

Moved by Chris Toner

Seconded by Dan Lynch

That Council pass a by-law on a future Council meeting to implement the proposed changes to the User Fees and Charges By-law.

That Council authorize the Director of Recreation to develop and implement a policy for partnering with local youth user groups in a revenue-share model for advertising products at the Nick Smith Centre.

Resolution Carried

**d) Summer Student Employment Program, General Manager Client Services/ Treasurer**

Resolution Number 019-22

Moved by Lynn Grinstead

Seconded by Chris Toner

That Council adopt a by-law authorizing an amended Summer Student Employment Policy with a revised summer student wage scale.

Resolution Carried

**e) Proclamation – Wear Red Canada Day, Deputy Clerk**

Resolution Number 020-22

Moved by Lynn Grinstead

Seconded by Chris Toner

That Council proclaim February 13, 2022 as Wear Red Canada Day in the Town of Arnprior.

Resolution Carried

The Deputy Clerk read the proclamation:

**Whereas** Heart disease is the number one killer of women worldwide and the leading cause of premature death for Canadian women, a fact unknown to many women and their healthcare providers; and

**Whereas** The Canadian Women's Heart Health Alliance is an organization of volunteer health professionals and patients working hard to improve women's heart health; and

**Whereas** [Wear Red Canada Day](#) is celebrated annually to raise awareness for all Canadians, but especially Canadian women, to be mindful, curious, and proactive in the management of their heart health and wellness; and

**Whereas** We want to see better prevention, diagnosis, and care and fewer women dying prematurely from heart disease;

**Now Therefore**, I Walter Stack Mayor of Arnprior, do hereby proclaim February 13, 2022 as Wear Red Canada Day in the Town of Arnprior, Ontario.

**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:

- County Planning statistics include:
  - New Building Lots:
    - 2020 – 391
    - 2021 – 783 plus at the present time there are 322 lots in system
  - Severance of Property:
    - 2020-106
    - 2021-200
- Warden, Debbie Robinson, has been elected as the Chair of the Eastern Ontario Warden’s Caucus for another year.
- On January 17<sup>th</sup>, County Council held its 2022 Budget Workshop which will be tabled in February 2022.
- For information, the County of Renfrew manages the housing needs of 221 residents in the Town of Arnprior.

**15. Correspondence & Petitions**

**a) Correspondence Package – I-22-JAN-02**

Resolution Number 021-22

Moved by Lynn Grinstead

Seconded by Dan Lynch

**That** the Correspondence Package Number I-22-JAN-02 be received as information and filed accordingly.

Resolution Carried

County Councillor Dan Lynch noted the following items:

- Page 10 - Ontario is renewing the scholarship fund in memory of the 57 Canadians involved in the 2020 fatal plane crash of Ukrainian International Airlines Flight PS752 in Iran. The fund will disburse additional scholarship funding of \$10,000 to 57 students, one in memory of each victim. One of the Ontario postsecondary institutions who lost a student or faculty in this fatal plane crash included Carleton University.
- Page 18 - “Effective 18 January, families and small businesses will benefit from 21 days of electricity at a lowered to the off-peak rate of 8.2 cents per kilowatt-hour -- less than half the on-peak rate -- 24 hours per day.
- Page 20 - Good news for businesses, as they can now apply for the new Ontario Business Costs Rebate Program. Through the new program, the government will provide eligible businesses with a rebate payment of up to 100% for property tax and energy costs they incur while subject to these restrictions.
- Page 98 - Ontario Health East is looking for 12-15 Ontarians from the East region to join our Council who represent our region’s diverse community. Expression of Interest can go to: <https://www.surveymonkey.com/r/OHEastPFAC>

- Page 99 - Congratulations to The Arnprior and McNab/Braeside Archives for obtaining funding from the Government of Canada’s New Horizons for Seniors Program and the Ottawa Branch of the Ontario Genealogical Society which has allowed the Arnprior Chronicle Guide to be digitized to 1966 (previously ended at 1937), while the Arnprior Guide is also now available online from 1966 to 1975.
- Page 112 - Ontario Regulation 406/19 dealing with On-Site and Excess Soil Management came into effect on January 1, 2022. To the Environmental Officer - Does this Regulation affect any of the projects that we may be completing in Town?

The CAO noted that this new Regulation does apply to the Town’s management of soil as it relates to any of our construction projects, and staff are working to incorporate additional requirement and specifications within our tender documents to address this issue.

**16. By-laws & Resolutions**

**a) By-laws**

Resolution Number 022-22

Moved by Chris Toner

Seconded by Dan Lynch

That the following by-laws be and are hereby enacted and passed:

- i. **By-law Number 7250-22** – Interim Tax
- ii. **By-law Number 7251-22** – Part Lot Control Fairgrounds (Blocks 53-55)
- iii. **By-law Number 7252-22** – Part Lot Control Fairgrounds (Blocks 43 and 44)
- iv. **By-law Number 7253-22** – Remove Holding Symbol 240 Baskin Drive East
- v. **By-law Number 7254-22** – Revised Summer Student Employment Policy and Student Pay Scale

Resolution Carried

**17. Announcements**

County Councillor Lynch made the following announcements:

- I would like to acknowledge a Town Veteran, Bert Tourangeau who is being recognized by the Royal Canadian Legion for 75 years of continuous service.
- The Arnprior Hospital Catch the Ace Lottery is now over \$20,256 and the Lion’s Club Catch the Ace Lottery is now a little over \$10,000.

Councillor Chris Toner announced, January 26, 2022 is Bell Lets Talk Day. There are many ways to support this initiative, and I encourage everyone to take the time to support this. For anyone out there who is suffering a personal crisis or anyone that knows of someone, “Keep Listening and Keep Talking”.

Councillor Ted Strike congratulated Mike Ledgerwood, Chris Crowder and Ryan Dalgity on receiving their Associate Roads Supervisor Certification.

Mayor Walter Stack announced that he has received news from John Yakabuski’s office on the Town’s Ontario Trillium Grant funding, being a grant total of \$320,000, and the County of Renfrew receiving a grant total of \$62,800.

**18. Media Questions**

None

**19. Closed Session**

Resolution Number 023-22 (8:06 pm)

Moved by Chris Toner

Seconded by Ted Strike

That Council move into closed session regarding:

- One (1) Matter to discuss a personal matter about an identifiable individual, including municipal or local board employees pursuant to Section 239 (2)(b) of the Municipal Act, 2001 (Committee Appointment); and
- One (1) matter to discuss a personal matter about an identifiable individual including municipal or local board employees and labour relations or employee negotiations pursuant to Section 239(2)(b)(d) of the Municipal Act, 2001 (Building Inspector); and
- One (1) matter about a proposed or pending acquisition of land by the municipality or local board, pursuant to Section 239 (2)(c) of the Municipal Act, 2001 (Land Purchase).

Resolution Carried

Resolution Number 024-22 (8:38 pm)

Moved by Dan Lynch

Seconded by Ted Strike

That Council resume to open session.

Resolution Carried

Resolution Number 025-22

Moved by Lynn Grinstead

Seconded by Ted Strike

That Council direct staff to bring forward an appointing by-law for the Committee of Adjustment / Property Standards Committee to the February 14, 2022 Council meeting.

Resolution Carried

Resolution Number 026-22

Moved by Dan Lynch

Seconded by Lisa McGee

That Council authorize the CAO to proceed as directed in Closed Session regarding Item #2 (Building Inspector) and Item #3 (Land Purchase).

Resolution Carried

**20. Confirmatory By-Law**

Resolution Number 027-22

Moved by Dan Lynch

Seconded by Lynn Grinstead

**That** By-law No. 7255-22 being a By-law to confirm the proceedings of the Regular Meeting of Council held on January 24, 2022 be and it is hereby enacted and passed.

Resolution Carried

**21. Adjournment**

Resolution Number 028-22

Moved by Lisa McGee

Seconded by Ted Strike

**That** this meeting of Council be adjourned at 8:40 p.m.

Resolution Carried

**Signatures**

Walter Stack, Mayor

Maureen Spratt, Town Clerk





**Minutes of Special Council Meeting  
January 31, 2022  
8:30 AM  
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

**1. Call to Order**

Mayor Walter Stack called the Regular Council Meeting to order at 8:30 AM 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 029-22

Moved by Tom Burnette

Seconded by Lisa McGee

**Be It Resolved That** the agenda, for the Special Meeting of Council dated Monday, January 31, 2022, be adopted.

Resolution Carried

**5. Disclosures of Pecuniary Interest None**

**6. Closed Session**

Resolution Number 030-22 (8:31 am)

Moved by Dan Lynch

Seconded by Lynn Grinstead

That Council move into Closed Session regarding one (1) matter to discuss personal matter about identifiable individual including municipal or local board employees; labour relations or employee negotiations pursuant to Section 239 (2)(b)(d) (Performance Appraisal).

Resolution Carried

Resolution Number 031-22 (8:43 am)  
Moved by Lynn Grinstead  
Seconded by Dan Lynch  
That Council resume to Open Session.

Resolution Carried

Resolution Number 032-22  
Moved by Dan Lynch  
Seconded by Lisa McGee  
**That** Council authorize staff to proceed as directed in Closed Session.

Resolution Carried

**7. Confirmatory Session**

Resolution Number 033-22  
Moved by Tom Burnette  
Seconded by Ted Strike  
**That** By-law No. 7256-22 being a By-law to confirm the proceedings of the Special Meeting of Council held on January 31, 2022 be and it is hereby enacted and passed.

Resolution Carried

**8. Adjournment**

Resolution Number 034-22  
Moved by Lisa McGee  
Seconded by Lynn Grinstead  
**That** this meeting of Council be adjourned at 8:44 am.

Resolution Carried

**Signatures**

Walter Stack, Mayor

Maureen Spratt, Town Clerk



**Minutes of Special Council Meeting  
February 7, 2022 5:00 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

**Council Members Absent:**

Councillor Lisa McGee

**Town Staff Present:**

Robin Paquette, CAO  
Maureen Spratt, Town Clerk  
Jennifer Morawiec, General Manager, Client Services / Treasurer  
Kaila Zamojski, Deputy Clerk  
Graeme Ivory, Director of Recreation  
John Steckly, GM, Operations  
Rick Desarmia, Fire Chief  
Jennifer Eve, Manager of Finance  
Cory Nicholas, Deputy Fire Chief  
Janet Carlile, Museum Curator  
Steve McLean, Supervisor, Roads & Services  
Scott Matthews, Waterworks Supervisor  
Taylor Giffen, Operations Supervisor  
Patrick Foley, Engineering Officer, Facilities & Assets  
Ryan Wall, Engineering Officer, Civil  
Lucas Power, Program & Events Coordinator  
Erin Coyle, Marketing & Economic Development Officer

**1. Call to Order**

Mayor Walter Stack called the Special Council Meeting to order at 5:00 PM and welcomed those present.

**2. Roll Call**

The roll was called, with all Members of Council being present except Councilor McGee

**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 035-22

Moved by Tom Burnette

Seconded by Lynn Grinstead

**Be It Resolved That** the agenda, for the Special Meeting of Council dated Monday, February 7, 2022 be adopted.

Resolution Carried

**5. Disclosures of Pecuniary Interest**

None

**6. Awards/Delegations/Presentations**

Mayor Stack outlined the process to follow for tonight's budget meeting. For the benefit of the public, Mayor Stack noted Council has been reviewing the budget binder for several weeks, which includes yellow explanatory pages for ease of reference. In addition, Council is in receipt of three (3) Budget Memorandums, from the Treasurer, in response to questions of Council, attached hereto at and forming part of these minutes.

**a) Presentations**

Prior to reviewing the 2022 Draft Budget Document, the General Manager, Client Services/Treasurer provided an introductory presentation to Council outlining a recap of the 2022 Draft Budget.

**i) 2022 Draft Operating Budget**

The General Manager, Client Services/ Treasurer provided an overview of the 2022 Draft Budget cost centers, highlighting key areas of the 2022 Draft Operating Budget, and responded to questions.

Following discussion on the proposed grant to the Arnprior & McNab/Braeside Archives the following resolution was brought forward for consideration:

Resolution Number 036-22

Moved by Dan Lynch

Seconded by Lynn Grinstead

That Council authorizes the proposed grant funding increase of \$6,000 for the Arnprior & McNab/Braeside Archives be increased to \$11,000, to assist in funding additional Archivist staff time.

Resolution Carried

**ii) 2022 Draft Capital Budget**

The General Manager, Client Services/ Treasurer reviewed the 2022 Draft Budget cost centers, highlighting key areas of the 2022 Draft Capital Budget, and responded to questions.

**iii) Supporting Documents (Reserves/ Reserve Funds; Debt; 2021 Works in Progress (WIP))**

The General Manager, Client Services/Treasurer reviewed the 2022 Draft Budget supporting documents including the reserve and reserve funds, debt, and 2021 works in progress, and responded to questions.

**iv) Long Range Capital Forecast (LRCF)**

The General Manager, Client Services/Treasurer reviewed the Draft 2022 Long Range Capital Forecast (LRCF) document, highlighting key areas, and responded to questions.

Discussion on the 2022 municipal tax rate increase ensued with the following motion being brought forward for consideration:

Resolution No. 037-22

Moved by Dan Lynch

Seconded by Ted Strike

That Council direct staff to prepare the 2022 Budget by-laws for consideration of adoption at the February 14, 2022 Regular Meeting of Council, including a municipal tax rate increase of 0%.

At the request of County Councilor Dan Lynch a recorded vote was taken:

Councilor Chris Toner	No
Councilor Tom Burnette	Yes
Councilor Lynn Grinstead	Yes
Councilor Ted Strike	Yes
County Councilor Dan Lynch	Yes
Mayor Walter Stack	Yes

Resolution Carried

Mayor Walter Stack and Members of Council thanked staff for their hard work on the 2022 Draft Budget, noting the quality of the budget document and efficiency of the process.

Council noted there is no need for the additional meeting scheduled for February 8, 2022.

**17. Confirmatory By-Law**

Resolution Number 038-22

Moved by Lynn Grinstead

Seconded by Ted Strike

**That** By-law No. 7258-22 being a By-law to confirm the proceedings of the Special Meeting of Council held on February 7, 2022 be and it is hereby enacted and passed.

Resolution Carried

**18. Adjournment**

Resolution Number 039-22

Moved by Dan Lynch

Seconded by Lynn Grinstead

**That** this meeting of Council be adjourned at 6:54 p.m.

Resolution Carried

**Signatures**

Walter Stack, Mayor

Maureen Spratt, Town Clerk

# Council Remuneration Ad Hoc Committee

Recommendations for 2022-2026 Council Remuneration



# Committee Members

Chris Couper, Chair

Darrel O'Shaughnessy, Member

Andy Tamas, Member

# Background

- The Province through the Municipal Act delegates the Town of Arnprior Council the authority to set its Remuneration
- By-Law 6368-14, being a By-Law to set remuneration of Council, stipulates that a market review for Council compensation be conducted every four years during the third year of the Council's term of office, to take effect in the following term of Council



# Background

- During the May 13 2021 CSAC meeting, the following resolution was passed, establishing the Ad Hoc Council Remuneration Committee:
  - Resolution Number CSC013-21
  - That the Corporate Services Advisory Committee establish an Ad Hoc Committee of Citizen Members, acting independently as the Council Remuneration Review Committee, to conduct a market review of council remuneration and to make recommendations to take effect for the 2022-2026 term of Council.
- An Ad Hoc Council Remuneration Committee was established in 2013 and again in 2018

# Guiding Principles

- Our elected officials should:
  - be fairly, and fully, compensated for the work they do and for the expenses they incur while conducting Town of Arnprior business
  - receive compensation that is competitive in today's market
  - be supported in pursuing continuous development opportunities that benefit the Town

# Factors considered in council compensation reviews

- AMCTO stated that municipalities reported the following as the top factors considered in their council compensation reviews:
  - Review of neighbouring municipalities compensation levels
  - Ensuring councillor pay is competitive
  - Determined by the fiscal capacity of the municipality

# Concerns

- The Committee strongly felt that Arnprior’s current growth rate, along with rapidly rising inflation rates, makes a remuneration recommendation based on population very difficult
  - A sense that the duties of elected officials, especially the Mayor, may grow considerably/become more complex as infrastructure/recreation/overall job demands increase with the population
  - Municipal leadership will play a strong role in positively impacting the growth of Arnprior
  - Strong feeling that Arnprior elected officials should not receive “middle of the pack” compensation, given our status as a challenging growing community
- The established practice of only looking at other neighbouring municipalities gives little opportunity for innovation: becomes a bit of a “feedback loop”
- The data provided in the AMCTO report was last updated in 2018, leaving some gaps. We did analyze local markets, but there is little insight available for Provincial data from 2018-present

# Complications

- AMCTO Report on Municipal Compensation cited several issues
  - Rural Ontario Institute (2016) reported limited remuneration and high level of commitment required to serve on council are barriers to attracting younger/more diverse candidates
  - According to ROI, Ontario municipal councillors are on average older, more predominantly male, less racially diverse, more likely to be retired, with higher incomes and more education than the communities that they represent (Deska, 2016)
  - “While the primary motivation for most politicians who seek positions on council is to serve the community, it cannot be denied that the ability of a municipality to attract good candidates to serve on council is directly influenced by the fairness of compensation that they offer”

# Full-Time Mayor Compensation Recommendation

Where the AMCTO report outlines some flaws in the nature of our current compensation structure and review process, making Mayor a position compensated on a full-time salary would respond to these concerns by:

- Providing realistic full-time compensation for a job that is already full-time in all but remuneration. This aligns to our guiding principle that elected officials should be fully compensated for the work that they do
- Opening the position to a wider demographic: attracting candidates that otherwise “can’t afford to be the Mayor”. Encourages diverse representation
- Offering full-time official municipal representation to pursue socio-economic development opportunities
- Positioning Arnprior as a municipal leader instead of a follower: the practice of simply reviewing neighbouring markets leaves little room for any innovation
- We acknowledge that only a low percentage of municipalities our size have a full-time head of council (2%): we similarly recognize that the precedent of a FT head of council has been set

# Remuneration Review

- Market Review
  - Salaries
  - Expenses
  - Benefits
- Training and Development
  - Per Diems
  - Policies
    - Council Conferences, Training and Functions
    - Council Expense Policy

# Salaries

## Council Resolution #122-17

- General wages for Members of Council are adjusted annually in accordance with the annual Cost of Living Allowance (COLA) set out in the CUPE agreement (May 1, 2017 – April 30, 2021)

	Mayor	Councillor
2020	\$36,696	\$18,603
2019*	\$35,976	\$18,238
2018	\$32,509	\$16,978
2017	\$31,872	\$16,645
*Adjustment for 1/3 tax free allowance removal		



# Salaries

A comparative analysis was conducted, reviewing remuneration paid by ten municipalities with populations comparable to Arnprior

Currently third. Arnprior aligns with Carleton Place in pop, meetings (when special meetings/committee assignments are taken into account)

## Salary Recommendation:

**Council:** Align council salary with 2020 Carleton Place rate @ \$22,400 + 2021 COLA. COLA applies annually after

Name of Municipality	Petawawa	Carleton Place	Arnprior	Renfrew
Data Year	2021	2020	2021	2019
Population	17,187	11,901	8,795	8,223
Total Members on Council	7	7	7	7
No. of Regular meetings per year (Council / CoW)	24	40	21 Regular & 3 Special Budget Meetings	22
Avg. Committee assignments / Council Member		3 to 4	1 to 2 and Mayor Ex-Officio on All Committees	
SALARY				
Remuneration - Mayor	\$ 48,483.12	\$ 45,317.35	\$ 36,695.88	\$ 35,148.00
Remuneration - Deputy-Mayor or Reeve	\$ 30,684.30	\$ 28,236.06	n/a	\$ 18,312.00
Remuneration - Councillors	\$ 26,516.98	\$ 22,405.60	\$ 18,602.76	\$ 15,136.00
Other Notes				Committee Chair - \$300 / year, \$50 / meeting

REGION	POPULATION						
	Less than 4,999	5,000 – 9,999	10,000 – 24,999	25,000 – 49,999	50,000 – 99,999	100,000 – 249,000	More than 250,000
<b>Head of Council Salary</b>							
Province-wide	\$18,779	\$24,055	\$31,721	\$52,592	\$68,305	\$93,087	\$157,496
Eastern Ontario	\$34,962	\$43,054	\$34,429	\$45,396	\$54,964	-	-
Central Ontario	\$20,129	\$25,341	\$33,344	\$62,826	\$81,550	\$107,290	\$159,777
South-western Ontario	\$19,203	\$19,499	\$29,245	\$48,724	\$61,716	\$86,079	\$154,075
Northern Ontario	\$17,159	\$23,769	\$32,926	-	-	-	-

**Mayor:** Compensate Mayor on full-time basis at a rate of appx \$59,000-65,000.

2018 AMCTO Report Head of Council salaries

- Eastern Ontario
  - an low average salary of \$34,429 for population of 10K+
  - high salary of \$43,054 for a population of 5,000-9,999

Effectively doubling the PT salary range to meet a FT compensation model would mean a full time salary range of \$68,858 to \$86,108 (before 2018-2021) COLA. The committee’s \$59,000-65,000 salary recommendation is considerably and conservatively lower than this projected salary range.

# Expense Policy

- We recommend maintaining the following expense coverages:
  - \$50/ month internet costs
  - \$35/ month cell phone costs
  - Mileage: Out of Town - As Per CRA, In-Town \$30 / month
  - Laptop: Provided by Town for term of Council
  - Current Drug & Health Care Benefits
  - \$750/year HCSA
  - Current Insurance coverage (life/AD&D etc)

# Expense Policy

- We recommend making the following expense changes:
  - **Meal Allowance**
    - For actual meal expense(s) incurred, the meal allowance(s) shall be reimbursed **in accordance with the Canada Revenue Agency established rates.**
      - Current: \$75: B-\$15, L-\$25, D-\$35
      - **CRA: \$91: B-\$20, L-\$21, D-\$50**

Rationale: this change, recommended by staff, aligns with best practices that have been adopted by other municipalities and have been recommended by CRA

\*Recommend changing bylaw to keep this rate aligned/paced with CRA rates if/when they change.

# Expense Policy

- We recommend adopting the following policy:

- 5.3 Out of Town Expenses

- g) Per Diem

- » **Per diem** is a daily stipend that traveling Members of Council receive in addition to regular pay.
    - » A half-day event shall be defined as an event that is three and one-half hours in duration or less, exclusive of breaks
    - » A full-day event shall be defined as an event that extends in excess of three and one-half hours, exclusive of breaks.



# Expense Policy (Training and Development)

- **We recommend the following policy revision:**

The Town will budget and Members of Council shall be entitled to attend an equivalent of one (1) three (3) day Conference, Training or other Function per calendar year **with the Mayor being entitled to attend an equivalent of two (2) three (3) day Conference, Training and other Function per calendar year**

- **We recommend the following:**

**Investigate a method which unused budgeted training entitlements can be placed in a reserve fund exclusively for the use of Council. The allocation of additional training/education must be voted upon/approved by a majority of Council**

# Training and Development

- We recommend adopting the following policy:

“Within 90 days after attending the conference, a report must be submitted to Council for knowledge sharing purposes.”

# Additional Recommendations

## Greater community outreach leading up to next election

- Outline the role of being on Council to the public at large: outreach campaign(s)
- Appoint youth ambassadors to committees from local secondary school students: encourage youth civic engagement on all committees
- Outline expense coverages including the ability to receive **family benefits**
- Have Committee Chairs proactively address Citizen Members on Town Advisory committees : this encourages involvement from an established pool of civic-minded leaders in the community





## Town of Arnprior Staff Report

**Subject:** Zoning By-law Amendment 4/21

**Department:** Community Services Branch

**Report Number:** 22-02-14-01

**Report Author:** Robin Paquette, CAO

**Meeting Date:** February 14, 2022

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### Recommendations:

**That** Council adopt a by-law to amend Zoning By-law Number 6875-18 to redesignated the lands fronting on Thomas Street from Future Development (FD) to Residential Four (Exception 43)(Holding 15) [R4\*43(H15)] to allow for the development of apartment buildings with restrictions and requirements as outlined in this report.

**And That** Council consider all written and oral submissions received on this application, the effect of which is to help Council make an informed decision.

### Background:

**Owner:** Ottawa Valley Developments Inc.

**Description of Subject Lands:** Vacant lands along Thomas Street South at William Street. (See Key Plan).

**Legal Description:** Part of Lot 3, Concession B, former Township of McNab, now in the Town of Arnprior, Lot 97 and 98, Plan 115 (Document 1 is a Key Plan)

**Area of Land:** 1.86 ha (4.6 acres)

**Existing Structures:** Vacant lands

**Official Plan:** Low/Medium Density Residential Area

**Zoning:** Future Development (FD)

The Zoning By-law amendment application seeks to rezone the subject lands from Future Development (FD) to Residential Four (R4) to permit apartment buildings as a permitted use on the property. The application proposes site specific zoning exceptions as follows:

- An increase in the maximum height from 10.5m to 15.5m and;
- Relief from the restriction on location of parking from the front or exterior side yard only.

It is also understood that the “Residential Four (R4)” zoning will require the use of the holding symbol (h), to be removed once Council is satisfied with the site plan and have received the necessary supporting information on the remediation of the brownfield site.

## **Summary of Proposal**

The applicants are seeking an amendment to permit the development of three four-storey apartment buildings with approximately 144 units total with vehicle access from the corner of Thomas and William Street and parking proposed to meet the requirements of the Zoning By-law. A concept plan was submitted in support of the application.

A detailed summary of the proposal and planning analysis were included in the planning report before Council on the [October 25<sup>th</sup>, 2021 Council Agenda](#).

## **Discussion:**

Schedule A of the Town’s Official Plan designates the lands as ‘Low/Medium Density Residential Area’. This site sits on lands adjacent to an Established Residential Area neighbourhood. The Official Plan encourages neighbourhoods to provide a mix of housing and in a matter that is compatible with the adjacent surrounding neighbourhood. West of the site is what is known as Tank Hill, while the Algonquin Trail abuts to the East of the site. South of the site is the Madawaska River, and 3 single family dwelling properties directly about the northwest corner of the property. It is Planning Staff’s opinion that the proposed development meets these requirements and offers an alternative housing option that is close to the Downtown core and other amenities such as the Nick Smith Centre.

The provisions of the Low/Medium Density Residential Area designation provide direction for apartment buildings, suggesting that they be visually attractive and compatible with surrounding uses, include adequate lands for snow storage and parking, effective stormwater management and minimizing the impacts on neighbouring properties. The applicant has provided the required studies detailing how these requirements can be met.

Residential intensification and infill are encouraged by the province to combat urban sprawl. It should be noted that the Official Plan includes a number of goals, objectives and policies which support all forms of residential infill and intensification. The OP contemplates 37% of future housing to be medium density development. Further, the OP encourages the redevelopment of brownfield properties.

## **Public Comment**

Notice of Public Meeting was circulated in accordance with the Planning Act. The public meeting was held on December 13<sup>th</sup>, 2021.

In advance of and following the public meeting, comments and questions were received from neighbouring property owners. All comments provided by members of the public are attached to this report (Document 3). A group of residents also requested a meeting with the developer and the planning consultant, which was held electronically in late January, with the Jr. Planner in attendance to hear concerns.

A petition in opposition to permit four-storeys was received – Dated December 10<sup>th</sup> and December 13<sup>th</sup> 2021. A copy of the petition has been included in the comments package.

#### Specific Requests from Landowners Directly Abutting Property:

18 Thomas St S. – the owners of this property, directly abutting the subject lands, have requested a five-foot high privacy fence and tree removal along the east property line that abuts the vacant lands. The developers have agreed to have further discussions with property owners to address privacy concerns in the site plan approval process.

58 Havey Street – the owners of this property requested consideration for an increased side yard setback (minimum requirement is 2.5m) and a restriction on balconies on the side of the building abutting their property, as well as a privacy fence on their property boundary to discourage trespass. The developer has taken this concern into consideration and suggests that the minimum required side yard abutting this property be increased to 5m to provide more of a buffer to the resident.

#### General Comments:

Generally, many of the comments received by members of the public were related to the compatibility with the mainly single detached dwelling the neighborhood adjacent to the site, the request to increase building height from 3 storeys to 4 storeys and the anticipated increase in traffic.

#### Compatibility

Several members of the public raised the concern that the proposed development is not compatible with the character and pattern of adjacent surrounding development.

It is important to note that while the site is surrounded by lands designated by the Town's Official Plan as Established Residential Area, the site itself was designated as Low/Medium Density Residential Area. The designation recognizes lands that are considered recently developed and vacant residential areas on the edges of the built up area of the Town, and which are planned for a variety of housing forms. Certain redevelopment sites that are surrounded by existing development are also included within this designation, such as the subject lands. Infill and intensification within existing neighbourhoods is encouraged for the efficient use of land by the Province, County, and the Town through Official Plan policies. Existing neighbourhoods are changing in character in many small towns because of larger house lots and brownfield sites in residential areas being considered as appropriate for this type of intensification and infilling. This type of development is in keeping with the policies of the Provincial Policy Statement around efficient use of lands.

It should be noted that the Official Plan includes a number of goals, objectives and policies which support all forms of residential infill and intensification. The OP contemplates 37% of future housing to be medium density development. Further, the OP encourages the redevelopment of brownfield properties.

It is the objective of the Low/Medium Density Residential Area designation 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.

Of particular concern to the existing residents is clause c) which suggests that while the objective is to achieve some more compact forms of development, as supported by the permitted uses included in the Low/Medium Density Residential Area being townhouses and low rise (up to 6 story) apartment buildings, there is a desire to ensure the developments are compatible with the character and pattern of adjacent surrounding development. The existing character of the area is predominately single detached dwellings. It is not the intent of the policy to limit all development in the area to single detached dwellings to achieve compatibility with the character but rather staff would suggest, to ensure that the impact of the different form of development is appropriate, suitable and does not have a negative effect on the existing neighbourhood. This objective must be balanced with the other objectives of the designation.

As indicated in the earlier staff report, the provisions of the Low/Medium Density Residential Area designation provide direction for apartment buildings, suggesting that they be visually attractive and compatible with surrounding uses, include adequate lands for snow storage and parking, effective stormwater management and minimizing the impacts on neighbouring properties.

The conceptual plan provided in support of this development shows three structures on the site, having little direct impact on the neighbourhood, except for the abutting three dwellings. These lots are not anticipated to be impacted by any sun shadows. The proposal includes allowing the use of the 'front yard', being the lands immediately adjacent to Thomas Street at the entrance to the development to be used for parking, rather than having one of the proposed buildings in this area. The impact is that, rather than a multi-story building in the immediate side yard of the dwelling at 18 Thomas Street, the space will accommodate a parking area. The owner of 18 Thomas, as indicated, has requested a proper privacy fence which is anticipated to address the impacts of the parking area, in particular the lights from vehicles. As such, staff would recommend support of the exception requested to allow parking in the front yard. Staff would further recommend that the parking area be required to be setback the required front setback of 4.5m for buildings, and that the developer be required to provide a planting strip within the 4.5m to screen the visual effects of the parking area from Thomas Street.

With respect to other issues identified, such as stormwater management and snow storage, these issues can and will be addressed through the Site Plan Control approval process.

### Building Height

Many concerns were with the proposed height increase from 10.5 to 15.5 m to permit four-story buildings on the site. The Low/Medium Density Area permits apartment buildings up to six-stories. Residents cited the Official Plan provisions that encourage the development be compatible with surrounding uses. The surrounding neighbourhood is an Established Residential Area that contains older, single, and semi-detached dwellings and within the surrounding neighbourhood are three and four-story apartment buildings (41 and 63 Russel St. N & 46 Thomas St. N) which help to achieve the prescribed mix of housing. Planning staff note that the location of the site offers an ideal placement for this type of density, as it sits below the general topography of the neighbourhood, there being approximately 10m (32.5') from the elevation of James Street to the elevation of Havey Street. The extra story, or additional 5m should have little impact on surrounding residences due to the nature of its location. Please note that after consultations with the public, the developer has reduced the request for height to 14.5m to more accurately reflect the four-story height required.

It should be noted that within the abutting Residential One (R1) zone, the maximum building height for single or semi-detached dwellings is 9m. For any new single or semi-detached dwelling in Residential Three (R3) zone, which would be typical for the subject lands as per the Low/Medium Density Residential Area designation, the maximum height would be 10.5m, as it is for the Residential Four (R4) zone for a three-story structure.

The town has recently permitted four-story apartment developments in areas where the impact on the abutting lands would be considered minimal, including the HYOR Apartments and proposed Lepine Apartments on Madawaska Blvd. The owner of the lands at the corner of Fourth Avenue and McNab Street recently received approval for 4 story and 6 story apartments for a potential retirement home development.

### Density

The concept plan proposes 144 dwelling units. For similar developments typical calculations, such as those used by the consultant in preparing the servicing study, suggest 2.1 persons per unit. This would equate to an anticipated 302 people. Good planning principles, including those enshrined in Ontario's overarching policy document (the Provincial Policy Statement, 2020), state that density makes sense where it can support and be supported by existing services and infrastructure. The developer has provided both a servicing study and a transportation impact study which indicate that the existing municipal services and the road network could support the development.

In review of the concerns raised, particularly the impact noted to the abutting existing dwelling at 58 Havey Street, the developer has indicated that the proposed building shown on the concept plan to be 24 units could be restricted to 3-stories to assist in alleviating the impacts. This would reduce the total number of units proposed by 10, to 134, or approximately 281 people.

It should also be noted that of the 4.6 acre site, approximately 1 acre is intended for greenspace along the Madawaska River. This would be considered well in excess of the 5% parkland required for subdivision development.

While increased density can bring challenges that must be considered and mitigated, it also brings benefits. New, higher-density development supports local businesses and amenities, while putting little extra requirements for maintaining infrastructure on the municipality. Infill development is considered a more fiscally efficient and affordable development for municipalities.

### Traffic

Residents raised concerns with traffic, including increased street parking throughout the neighbourhood and safety concerns with volume of traffic anticipated at the intersections with Daniel Street, due to the density proposed for this site. As noted earlier, the developer has suggested that the building of 24 units be capped at 3-stories thereby reducing the proposed density of the site by 10 units.

William Street East has a road allowance width which is narrower than the Town's standard road allowance at 12m (40'), however there is typical pavement width which is anticipated to manage the volumes of traffic. William Street could be considered a partially rural cross section with the lack of sidewalk or curbs. The need for sidewalks has not been identified however, should the need be determined due to growth, the project may be eligible for development charges funding in accordance with the Town's Local Service Policy.

The draft Traffic Impact Study determined that the proposed development at 144 units would have minimal impact on traffic flows and operations in the area, with nearby intersections still operating at an acceptable level. An updated Traffic Impact Study will be required at the time of site plan approval. Should additional infrastructure upgrades be warranted, these standards will be included in the site plan agreement. The Study has been reviewed by the County of Renfrew Roads department as the road authority responsible for Daniel Street.

The draft Traffic Impact Study recommends the following traffic measures be implemented in the site plan approval process:

- All-way stop at the William Street East and Thomas Street intersection at the site entrance.
- Sidewalk be installed across the Thomas Street frontage for pedestrian access to active transportation pathway which runs adjacent to William St., providing linkages to existing sidewalk network.
- The analysis determined that a northbound Daniel Street S left turn lane with 30 m storage is required, and southbound Daniel Street N left turn lane with 15 m of storage is required (left turn lane to William Street E and the site). The left turn lanes could be accommodated within the existing 11 m width of Daniel Street by use of pavement markings. On-street parking would be prohibited along both the east and west sides of Daniel Street within the influence of the intersection.

- At the year 2030 with exclusive opposing northbound/southbound left turn lanes, the intersection would operate at an acceptable level of service during the peak AM hour, but at a Level of Service "E" during the peak PM hour. It is recommended that by the year 2030 or when dictated by the operation of the intersection, new traffic counts are taken, and the length of the left turn lanes be calculated and the warrants for traffic control signals be conducted.

Most of the traffic entering and exiting the site are expected to travel on William Street to and from Daniel Street. Havey Street, after the last existing dwelling at 58 Havey Street, is not an open road allowance available for access to the site.

### Open/Green Space

Concern was raised by the lack of green space shown on the concept plan, with large areas planned for parking. A landscape plan will be required to be submitted for review with any site plan application for the site to ensure green space is incorporated into the design. As noted, the subject lands are located on the Madawaska River and subject to a 30m waterfront setback which provides for approximately 1 acre of green space on the 4.6 acre property. Furthermore, this site is located along the multi-use Algonquin Trail. As noted in the previous report, the County of Renfrew has requested that a 7.5m minimum setback be maintained for all buildings/structures from the Algonquin Trail property.

### Environmental Concerns

Residents questioned the need to clean up former contamination of the site, as well as the potential run-off from the site to the river.

As a former brownfield, the site is subject to Ministry of the Environment, Conservation and Parks legislations regarding the need for remediation. A Phase 1 and a Phase II Environmental Site Assessment (ESA) has been prepared for the site. Based on the findings of the Phase II ESA "it is recommended that a soil remediation program be carried out to support the filing of a Record of Site Condition (RSC). It is recommended that the soil remediation be carried out in conjunction with the construction excavation at the time of redevelopment of the property. A representative sample of impacted soil must be submitted for a leachate analysis in accordance with O. Reg. 347/558 prior to disposal at an approved landfill site. Any excess soil that meets site standards but requires removal for construction purposes must be handled in accordance with O. Reg. 406/19, On-Site and Excess Soil Management."

Therefore, a Record of Site Condition will be required to show how contamination of the site is being addressed, prior to building permits being issued. Materials will be required to be either removed from the site or capped. Green or open space areas would be required to be remediated.

Concerns raised around the outlet for stormwater on the site as a result of a large paved area. The need for stormwater management for both quality and quantity control was addressed in the serviceability study submitted. Approval of stormwater management will be reviewed and addressed in further detail as part of the site plan approval and be subject to all regulations of the Province and Town.

Infrastructure

Planning staff consulted with the Public Works Department with respect to engineering considerations for the site. The General Manager, Operations advised, that a preliminary servicing feasibility study was completed in support of the application, and there were no concerns noted or identified as it relates to existing capabilities of water, sanitary or storm systems. Detailed design of new service connections to service the property will be required to be completed as part of the future site plan application.

Conclusion

The developer has recognized some of the concerns raised by the residents and amended their request to mitigate the issues as follows:

- That the requested maximum height be reduced to 14.5m to reflect the proposed 4 story buildings
- That the building immediately adjacent 58 Havey Street be restricted to 10.5m, being 3 stories
- That the minimum required side yard setback from the adjacent 58 Havey Street property be doubled to 5m
- That a privacy fence be required abutting the existing residential properties

Many of the residents' concerns will be addressed through the site plan approval process which will require the applicant to enter into a Site Plan Agreement with Council. The holding symbol ensures that the applicant must address concerns identified by staff prior to lifting it and allowing development to proceed.

Additional specific questions raised during the process have been provided answers for consideration in Document #4 attached hereto.

**Recommendation**

Planning staff are recommending the following;

- that the requested maximum height of 14.5m be approved for all buildings except any building proposed to be adjacent to 18 Thomas or 58 Havey Street, which will be subject to the required maximum height of 10.5m;
- that the required minimum setback for all buildings proposed to be adjacent to 18 Thomas or 58 Havey Street be 5.0m rather than 2.5m;
- that the by-law provisions include restriction of balconies on proposed building faces directly adjacent to existing residential uses;
- that 1.5m privacy fences be provided along property lines directly adjacent existing residential properties;



- that the location of parking be permitted in the front yard exclusive of the required minimum front yard setback of 4.5m and that a planting strip be provided within the 4.5m setback for screening; and
- that there be a minimum setback of 7.5m from the Algonquin trail for any building/structure, per the request of the County of Renfrew.

## Options

Council may proceed to pass an amending bylaw to approve the zoning amendment requests, may defer the application for additional information, or may refuse the application. If Council passes an amending by-law, it will be subject to a 20-day appeal period. If Council refuses the application, an explanation will need to be provided.

## Process

A by-law to effect the recommended zoning and exceptions will be brought forward on the next Council agenda for consideration. Once a by-law is adopted, Notice of Decision will be circulated to all who requested to be notified of the decision.

Should Council pass the amending by-law or refuse to pass the by-law, a 20-day appeal period to the Ontario Land Tribunal will apply.

It is anticipated that once all necessary approvals are in place, the applicant will file an application for Site Plan Control Approval for the subject lands, with all the supportive studies and plans included.

## Policy Considerations:

As outlined in the Staff Report in the [October 25<sup>th</sup>, 2021, Council Agenda](#).

## Financial Considerations:

Not applicable.

## Consultation:

- County of Renfrew
- General Manager of Operations
- Public Meeting held December 13<sup>th</sup>, 2021

## Documents:

1. Key Plan
2. Concept Plan
3. Written Public Comment Package including the following:
  - **Betty Michalowski:** November 9<sup>th</sup>, 2021, November 17<sup>th</sup>, 2021, December 12<sup>th</sup>, 2021, January 6<sup>th</sup>, 2022,

- **Peter & Rilla Prince:** November 13<sup>th</sup>, 2021
- **Jana Prince:** November 27<sup>th</sup>, 2021
- **Randy Whyte:** December 1<sup>st</sup>, 2021
- **Fred Delamico:** December 7<sup>th</sup>, 2021, January 3<sup>rd</sup>, 2022, January 27<sup>th</sup> 2022
- **Robert Brossard:** December 7<sup>th</sup>, 2021
- **Richard White:** December 8<sup>th</sup>, 2021
- **Jack Perreault & Sonia Vangenderen:** December 12<sup>th</sup>, 2021
- **Jerika Bradford:** December 14<sup>th</sup>, 2021
- **Adrienne Soucy:** December 30<sup>th</sup>, 2021, January 3<sup>rd</sup>, 2022
- **Katie Farrimond:** January 20<sup>th</sup>, 2022
- **Letisha and Dean DiMonte:** February 1<sup>st</sup>, 2022
- **Rebecca Leavers:** January 22<sup>nd</sup>, 2022

4. Additional Q&A

## Signatures

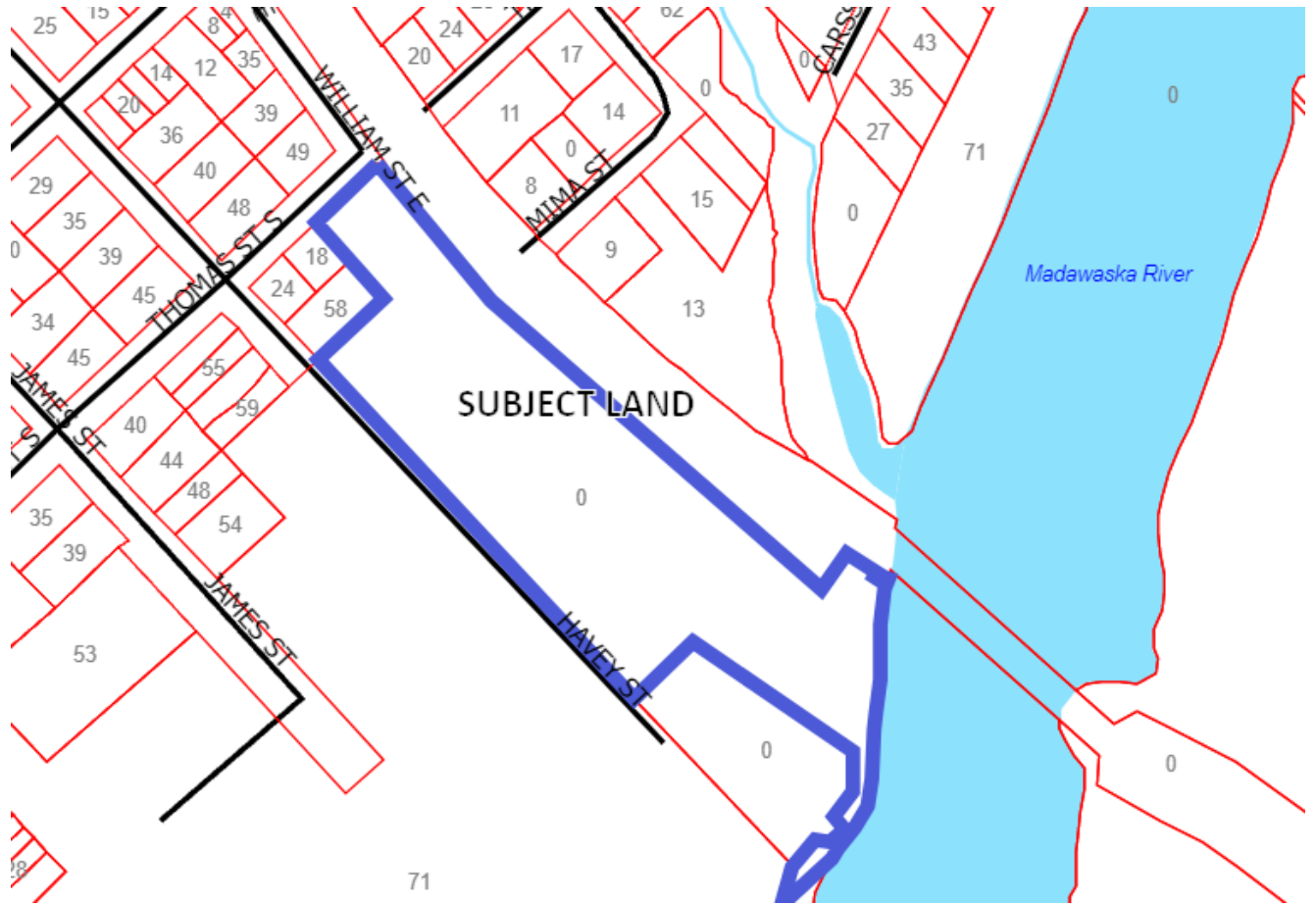
**Reviewed by Department Head:** Robin Paquette

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

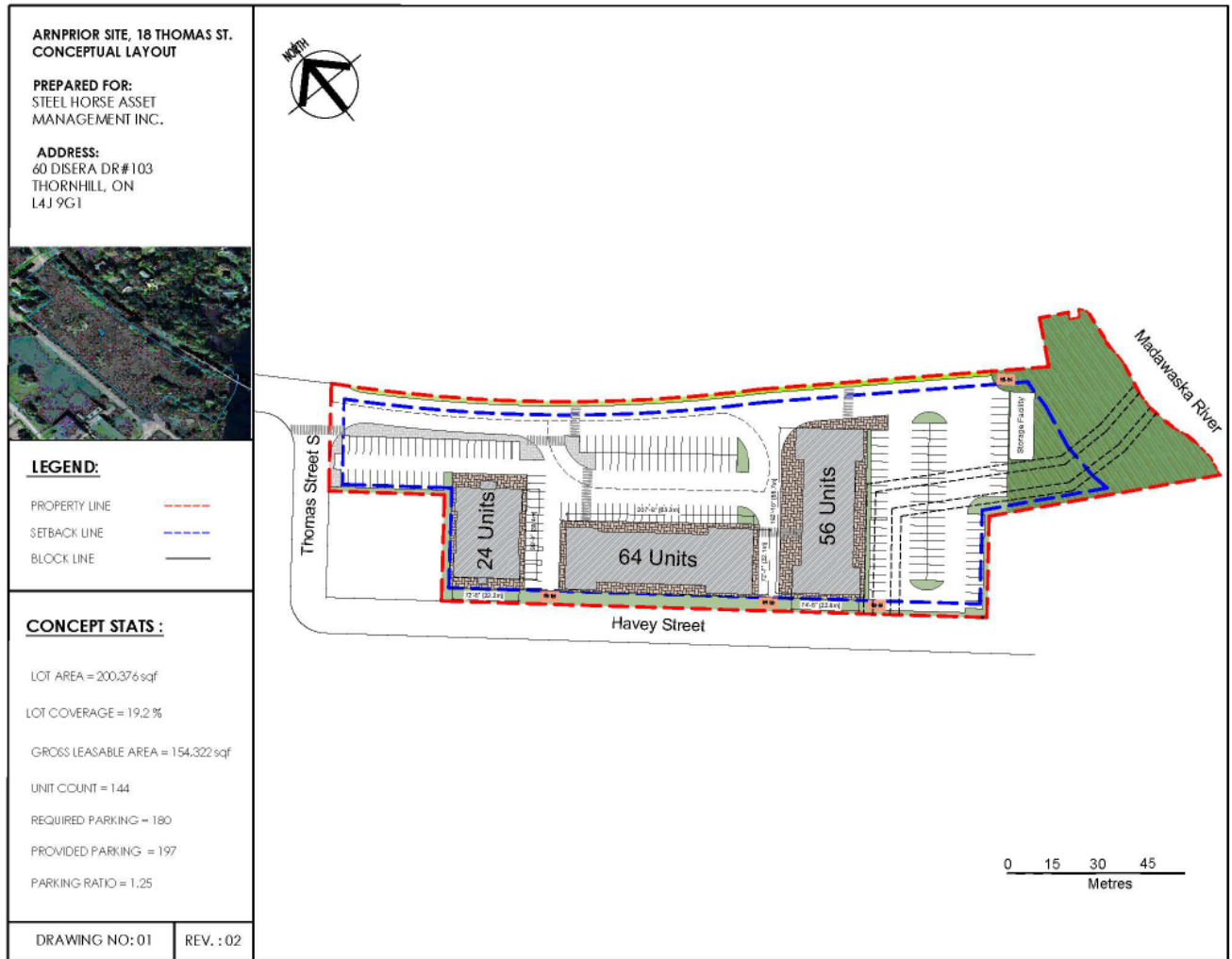
**CAO Concurrence:** Robin Paquette

**Workflow Certified by Town Clerk:** Maureen Spratt

Document 1 – Key Plan



Document 2 – Concept Plan



Document 3 – Please see attached file containing all public comment received to date.

December 30, 2021  
13 Mima St.  
Arnprior

To: Arnprior Town Council, Mayor & Planning Staff

*Some Further Thoughts on the Thomas St. Development Project*

Arnprior is blessed with quite a few natural features that add a lot to our lives here, though less so in the downtown core. But there is an opportunity for 'greening up' our core that is staring us in the face.

We live beside the Algonquin Trail and it occurs to me that the Town should pause to consider the significant value of this Trail running through the centre of Arnprior between Thomas and Division Streets. Each time I walk it, I can picture exciting development possibilities.

I'm sure that those of you who use the Trail recognize its potential as a 'Green Corridor' that - along with other much loved features like Gillies Grove, Robert Simpson Park, The Macnamara Trail and our two river fronts - could enhance and green up that part of our downtown, developing it into a place that draws people to it as an ideal place to live, within walking distance of so much, breathing new life into the downtown.

But it's hard to see how the proposed Thomas St. development would do any of that. To be built right beside the Trail and the Madawaska River but consisting of nothing but three apartment buildings, far higher than the rest of the neighbourhood, and extensive paved parking.

More importantly, wouldn't that would set a precedent that could allow any lands along the Trail to be developed with little or no consideration for any notion of green space?

In this era of climate change and growing awareness of the importance of green space for the health and welfare of any community, we all recognize the need to keep and even increase green space, and minimize hardscaping.

Thank you for reading this.

Sincerely,

Adrienne Soucy

**Payton Hofstetter**

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**From:** Betty M <bettym@bell.net>  
**Sent:** Sunday, December 12, 2021 1:13 PM  
**To:** Walter Stack; Dan Lynch; Ted Strike; Lisa McGee; Lynn Grinstead; Chris Toner; Tom Burnette; Robin Paquette; Payton Hofstetter  
**Subject:** Thomas St. S development/ZBLA - 4/21

Hello everyone,

Since Nov. 16/21, when I sent my email with my concerns about the proposed development at Thomas Street S., I have been busy collecting information about this development and have learned a lot in the process.

I write this letter to re-iterate my many concerns about: - the proposed development, -the Notice of Amended Application for Zoning By-law Amendment ZBLA - 4/21 and -what residual lasting impact the proposed development will have on our neighbourhood.

Ideally I wish the subject lands could remain greenspace. That is not a reality. Did I expect the subject lands to be developed. Yes - townhouses as was presented to council in the past . To be developed to the level Ottawa Valley Development WANTS - NEVER.

On Friday, Dec.10/21 I delivered to the Town Clerk the petition (mentioned in the Inside Ottawa Valley article) signed by concerned property owners.  
I am not sure if, how, when you see our petition so I am now taking the time to draw your attention to our delivered petition.

I would like to take this opportunity to INVITE you all to walk through our neighbourhood, drive through our neighbourhood and visit our neighbourhood at different times of the day- (morning, evening) and get a sense/feel for our neighbourhood.

Also, I have just met with the property owner at 59 Havey St. and my heart sank. He will walk out of his house to a 4 storey wall of cement/brick should this development go through. He shared he would like the subject lands to remain greenspace but knows too that is wishful thinking.  
He did express development that fits with the neighbouring existing properties. He also brought up the gentleman at 58 Havey Street who will have the same wall along his property line.

I invite you to stand at 58/59 Havey Street and picture 3- 4 storey apartment buildings.

I know that political/government/municipal/council/development decisions are not based on what I have just shared but some consideration please.

**If it was your property being impacted by the proposed Thomas St. S. development would you not speak up.**

Thank you for taking the time to read my letter.

Betty Michalowski

**Payton Hofstetter**

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**From:** Robin Paquette  
**Sent:** Friday, January 7, 2022 9:34 AM  
**To:** Betty Michalowski  
**Cc:** Payton Hofstetter  
**Subject:** RE: Public input?

Good Morning Betty,

Thank you for your email and for the opportunity to provide more information on the planning process. I appreciate that you represent the residents of the area and that you will share this information with them.

As you know, the development proposed requires two Planning Act applications to be approved, a Zoning By-law Amendment and a Site Plan Control Approval. I'll speak to both of these to address your questions.

#### Zoning By-law Amendment (ZBLA)

The ZBLA process amends the current designation and provisions which regulate the development of the site. The change in zoning will establish a 'zone' (In this case the request is for R4) and the site specific provisions for the development of the site (ie. setbacks, buffer requirements, parking requirements, building height). This process of approval is a public process which includes the statutory holding of a public meeting, but also, the ability of the public to provide comments up until Council makes a decision on the matter. Once Council passes a by-law to affect the amendment, there is a 20-day appeal period, which would allow members of the public or the applicant to appeal the decision to the Ontario Land Tribunal (OLT).

As part of the public consultation, staff (and ultimately Council through the staff report) will consider all the public comments and bring forward a by-law for consideration which may include regulations for the development of the site which 'mitigate' or 'remove' some of the concerns raised by the public. This could be achieved by means such as increasing a setback requirement or establishing a buffer area on the lands, for example, if warranted. This is essentially the public's opportunity to 'influence the site plan', in that matters of public concern are addressed through the zoning provisions which are established.

Once the By-law is in full force, the developer and the public are aware of the 'rules' around the development of the site, which the developer must adhere to. Further to your comment below, I think it is just a subtle difference, but the public's last 'chance' to voice their concerns is before Council makes a decision on the matter. Up until that time, Council will hear from members of the public. The public can still provide comments in writing to staff which will be provided to Council. However, at some point, and there are timing provisions in the Planning Act, Council must make a decision, having heard all concerns. This is achieved through the adoption or refusal to adopt an amendment by-law. Once Council makes their decision (and the appeal period is exhausted), then the rules for the development of the site are established so that the developer can now finalize their plans, in accordance with those rules. So there may indeed be changes to the 'concept plan' which was shown to the public, because the developer has rules in place now to follow. These 'rules' having been influenced by public comment, among other considerations.

I understand that the resident group has requested a meeting with the developer and one is being planned. Staff will attend the meeting to hear the discussion and consider any further comments made by the public at this meeting to assist in preparation of the report for Council's consideration of the matter. I anticipate that following that meeting, a report would be provided to Council on February 14th for their final deliberation on this application. While this would be at an open Council meeting, there is no 'public comment' portion of the meeting as there was during the Council meeting for the statutory Public Meeting for this application.

Site Plan Control Approval

Once the by-law is adopted and in full force and effect (after the appeal period or any appeals filed are decided upon by the OLT), the developer then knows all the 'rules' established in the by-law which will affect how they finalize their development plans for the site. The development must adhere to all the provisions of the zoning by-law. At this time, there is no further ability of the public to address the zoning by-law matters, as the by-law is in full force. The Site Plan approval process is not a public process but a Council approval to enter into an Agreement to develop the site as per drawings and reports submitted in support of the application, and in compliance with the Zoning By-law provisions for the site.

I hope I have helped to clarify the processes for you. If you have any further questions, I'm happy to answer them.

Sincerely,

Robin Paquette  
CAO  
Town of Arnprior  
105 Elgin Street W.  
Arnprior ON K7S 0A8  
(613)623-4231 ext. 1827  
rpaquette@arnprior.ca  
www.arnprior.ca  
@arnprior

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-----Original Message-----

From: Betty Michalowski <bettym@bell.net>  
Sent: January 6, 2022 10:53 PM  
To: Robin Paquette <rpaquette@arnprior.ca>  
Subject: Public input?

Hello Robin,

I write this email on behalf of the Thomas Street development neighborhood group.

Members are asking for clarification.

When I met with you and Payton I asked about public input. I left that meeting understanding that the only time the public had a chance to voice their concerns about the proposed development was before and at the Public Meeting.

That The public meeting was our last chance to voice concerns and be involved with site plan development.

I shared that with the group.

Then on December 20, 2021 myself and two group members met with Mayor Stack at the proposed site. Mr. Stack said the final site plan will look very different from the one we have first seen. He said it will go through changes. I understood that the changes made would be between planner and Town Staff. No public input. The two other group members are wondering if I was wrong and that the public would still be involved with ongoing changes.

Would you please clarify/ correct me on this matter so that I can share the correct information with the rest of our neighborhood group.

Do we the public still have the chance to be involved in site planning after the public meeting?

Do we the public still have the chance to be involved with site planning after Council has voted on Town Report?

Sorry for bothering you but Thank you for your help.

Sincerely,



**Payton Hofstetter**

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**From:** Robin Paquette  
**Sent:** Tuesday, November 9, 2021 11:08 AM  
**To:** Payton Hofstetter  
**Subject:** FW: Apartment buildings- Havey St area

FYI and the file. The Mayor thanked her for her comments.

Robin Paquette  
CAO  
Town of Arnprior  
105 Elgin Street W.  
Arnprior ON K7S 0A8  
(613)623-4231 ext. 1827  
rpaquette@arnprior.ca  
www.arnprior.ca  
@arnprior

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-----Original Message-----

From: Betty Michalowski <bettym@bell.net>  
Sent: November 9, 2021 10:28 AM  
To: Walter Stack <wstack@arnprior.ca>; Dan Lynch <dlynch@arnprior.ca>; Ted Strike <tstrike@arnprior.ca>; Lynn Grinstead <lgrinstead@arnprior.ca>; Tom Burnette <TBurnette@arnprior.ca>; Maureen Spratt <mspratt@arnprior.ca>; Robin Paquette <rpaquette@arnprior.ca>  
Subject: Apartment buildings- Havey St area

Dear Councillors and Staff,

My name is Betty Michalowski. I live at 54 James Street.

The reason for this letter is to share my concerns about the building of 3 ( 4 storey- 144 units- one article says 150) apartment buildings on the land between William Street ( north), Thomas Street (west), Havey Street (south) and Madawaska River (east).

You may be thinking this letter is a bit delayed as the article about this plan was in the local paper October 26/21. Well the local paper is no longer delivered to my home and I must pick it up at the corner box. I didn't. I found out about this plan on November 5/21 from a neighbour.

I decided this morning to send off this quick letter so you are aware of my complaint. I am in the process of collecting information about this project and will be sending you a more detailed letter once I have done my research. I was feeling rushed because the Inside Ottawa Valley article said the public meeting regarding this plan was November 22. I have learned it is now December 13/21.

Thank you,

Betty Michalowski

**Payton Hofstetter**

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**From:** Betty Michalowski <bettym@bell.net>  
**Sent:** Wednesday, November 17, 2021 1:44 PM  
**To:** Payton Hofstetter  
**Subject:** Fwd: Thomas Street South Apartment development

**Follow Up Flag:** Follow up  
**Flag Status:** Flagged

Hi Payton,  
 I apologize for not addressing this email to you directly. A computer problem at my end. ME!  
 Please find my letter of concern below.  
 Thanks.

Sent from my iPhone

Begin forwarded message:

**From:** Betty M <bettym@bell.net>  
**Date:** November 17, 2021 at 11:56:51 AM EST  
**To:** wstack@arnprior.ca  
**Subject:** Thomas Street South Apartment development

Hello Mr. Stack,

This letter is in regard to the proposed 3 - 4 storey, 144 units, apartment buildings to be built on the lands surrounded by William St./Algonquin Trail (east), Havey St.(west), Thomas St.(north) and Madawaska River (southeast).

On Nov.9/21 I sent off a quick letter to make you aware of my complaint regarding this development.

This second letter is to express my concerns, complaints and questions in detail based on information I have collected as of Nov. 16/21.

1. First I would like to address the article posted Oct. 26/21 in Inside Ottawa Valley - "Arnprior meeting to discuss proposal for apartment buildings"

Quote - "below the town's water filtration plant and near the Madawaska River." Yes, but none of the buildings will be behind the filtration plant.

- It gets open space and green space behind it.
- Next to the filtration plant is green space known as "Tank Hill". All 3 buildings will be behind this green space.
- At the end closest to Thomas St. - 11 single family dwellings surround the property in question.

Secondly - Stated in the article "The property wouldn't be suitable for houses because of little room for internal roads"

- Why are internal roads needed? On the Town of Arnprior - RECYCLE SCHEDULE map - it shows William Street continues along and comes around to join up with Havey St.
- The housing pattern already on Havey and William Streets - could this not continue to the end? That fits in with what is already established.

-No need for an internal road. Backyards would back on to one another just as they do at beginning of street.

- what happened to the proposed townhouse plan for this area? Why was that proposal not developed? What I'm trying to say is at one time houses were considered on this property and now its not suitable. Why? What has changed?

2. Yesterday I read the Staff Report regarding Zoning By-law Amendment 4/21.

- it states " to the north of the lands are residential neighbourhoods, consisting mainly of single detached dwellings, located between Thomas Street and Daniel Street. What about the dwellings at the end of Havey Street and on James Street? It states - Further west of the site is the location of the Town's Water Filtration Plant, Town garage and Nick Smith Center." But why does that get mentioned and not the houses west of subject lands (houses on James Street that are impacted by this development?)

3. What impact will the Thomas St. Apartment development have on the existing neighbourhood? Is this development suitable to the neighbourhood?

- This development is coming into an already long standing established neighbourhood of single family homes, People have bought in this area because of the single family dwellings. And now 4 storey apartment buildings are coming in. Where as in the Marshall Bay development - people are buying in that area knowing there will be apartment buildings. The people who bought near Island View Suites bought after this building was already there.

- The Thomas Street Apartment development will at minimum bring in 144 people to the area. At present, based on 2 people per dwelling, there are 8 people that live on William St. (Thomas - Daniel St.) there will be 18 times more people on that section. CARS?

- Will there be more people? If there are 2 people per unit = 288 people. What if there are 2 bedroom units - a couple and child - that brings the number to 432 people. An estimate of 400 people is more than 3-4 times the number of people that live in the area of James, Havey, William and cross streets Russell and Thomas combined.

#### 4. TRAFFIC

-The traffic in this area is already a big problem. Starting with all the traffic from the Fairgrounds development. Isabel St. wasn't opened as an exit. The median on Daniel St. at Galvin St. All left turning traffic is now shifted/filtered down to Michael and James St. But wait! All the traffic on Michael and James St. It gets shifted to Thomas, Russell, Havey and William St. And now you will have 180 PLUS cars/people trying to get out of William St. on to Daniel St.

-Sorry, this wasn't well explained. Trying to say there is a LOT OF TRAFFIC in this area. Please don't forget that with every new development in town Daniel St. traffic is effected.

-What impact will the future development of the old Liquor Store property have on the William/Daniel intersection? Has this been included in the traffic study?

-After the fact - people that bought at the Fairgrounds are now told they can't turn left out of or into their neighbourhood.

Will people living at proposed apartments face a similar situation?

-Was the noon hour considered as a peak hour in the traffic study? During the lunch hour, when people run errands and go for lunch,

is another time when turning on to Daniel St. is difficult. I have had to wait for up to 12 cars to get out turning right. Turning left

is harder. With 180 cars plus in the area of William St. (Thomas to Daniel) - turning left ??

#### 5. The PHYSICAL BUILDING

- are the buildings peaked roof or flat?

- are the mechanical units on the roof included in the maximum height restrictions or do they rise above the maximum height.

- are the units apartments or condominiums?(this speaks to turnover rate of people in neighbourhood)

- what is the cost to rent an apartment?

- is it affordable for the people in this area?

- 144 units - how many 1 bedroom? 2 bedroom? 3 bedroom? I ask this because it effects the number of people in the area. As

the numbers go up it has a ripple effect on the area. - traffic density, where will the extra cars park? on William St.?, infrastructure, is

the area serviced?, services? where are these people going to work? shop? groceries? - what effect does an increase in number

have on our local hospital?

- noise pollution?

- what environmental impact does this development have?

- light pollution? - what effect does 144 units of lights have on the area.

- does each unit have a balcony?

- what is the outside balcony wall? - solid? slat?

- what is allowed to be stored on balcony?

- will trees be strategically planted to hide buildings?

- what mitigation options will be offered to property owners to reduce the noise/visual impact of these buildings on their properties?

- will garbage containers be hidden behind visually appealing walls/sheds?

- should this project be approved what would be the impact on existing homes during construction?(damage, noise, length of time, disruption to daily life)

- what is the effect on property values of surrounding properties?

- what are the physical impacts at ground level? - parking, traffic, deliveries, privacy, sunlight, shadowing, sight lines to and from area

#### 6. PROPERTY VALUE

Did I expect the lands under discussion to be developed? Yes! I expected 2 storey dwellings of higher density like townhomes. NEVER did I think

that 3- 4 STOREY apartment buildings would be built on these lands. There goes the value of my home. I did not think that the view from

Tank Hill would be ruined. Friends told me I would never win this argument based on view. They told me I would be laughed at. So be it!

People that visit the Nick Smith Center get a nice view of Arnprior. People that do yoga on the hill, exercise on the hill, the 2 couples from

out of town that were cycling the Algonquin trail and came up on the hill to eat their lunch, the families that gather on the hill to watch

the Canada Day fireworks. The view will be gone. Sunrises over the Quebec hills-gone.

I am concerned the general livability conditions and visual qualities of surrounding residences of this already well establish neighbourhood will be significantly impacted should the re-zoning of this area to R4 with ESPECIALLY a maximum height increase to 15.5 meters be allowed.

Where does the Town stand? Maximum tax revenue over established neighbourhood taxpayers or a compromise/balance?

- 3 storey over 4 storey? Please don't allow the re-zoning of height to 15.5 meters.

Is this request for Zoning By-law Amendment ZBLA-4/21 in order to satisfy the developers desire for maximum profit? A non-local developer

(that was what I was told) - Profit vs. Quality? More units equals more profit?

So back to the proposed development of 3 - 4 storey, 144 units - apartment buildings on the vacant lands along Thomas St. South at

William and the application to amend the site from FD to R4 - especially the application to increase the maximum height from 10.5 meters

to 15.5 meters - I AM IN OPPOSITION TO THIS AMENDMENT.

Thank you so much for taking the time to read my e-mail.

Sincerely,  
Betty Michalowski  
54 James Street  
[bettym@bell.net](mailto:bettym@bell.net)

Hello Folks,

If the Thomas Street apartment project moves ahead as proposed it forewarns of a serious "whammy" to an historic and peaceful family neighbourhood. In fact, maybe more of a triple whammy: 1] the influx of people, 2] the influx of their cars, and 3] the arrival of three large buildings that collide with the area's style and makeup.

A look at some numbers points to this. If we might define the "immediate neighbourhood" as bounded by the Algonquin Trail to the North, Michael Street to the South, and up to (but not including) Daniel Street, we get:

- \* *There are 65 homes, exclusively single family, many of them very old*
- \* *suppose 3.3 people per house (likely high), equals a population of 215 people*
- \* *add 144 apartments at 1.5 per unit (perhaps low) means 216 additional people*

It looks like an instant doubling of the population and with it perhaps the doubling of the number of cars in a once peaceful 13 block enclave with its mostly older and narrow streets. It's hard to imagine this surge not causing an upheaval to people's lives.

It would be great if Town Council and the Planning Department could look beyond the rules and guidelines and studies and view this proposal by applying their own good sense and their own real life experiences with Arnprior. And perhaps refer to the Official Plan for inspiration.

A key reason we vote is to choose people that will look out for our community, and not "rubber stamp" something like this that merely meets some minimum requirements. Here's hoping that the Town can see fit to do what they can to temper the impending whammy that would very likely put undo strain on this small long established neighbourhood.

Thanks for your consideration....Fred Dell'Amico, 13 Mima St., 622-5797  
Adrienne Soucy

## re: Havey St. 4 Storey Apartment Complex Development 2021

Even though we are not in favour of large apartment buildings going up in our single family neighbourhood (we especially object to raising the height limit), we realize that public opinion is unlikely to *stand in the way of 'progress,'* However, we do hope that public input might help shape the nature of the project.

We are grateful to Payton Hofstetter who spent an unhurried time in person, and forwarded multiple documents. Amongst them was Arnprior's Official Plan which contains many very good goals and guiding principals, including:

- cherish natural resources, retain existing trees, Madawaska R. - A1 Vision: b), p.15, p. 41
- promote sustainable development, energy conservation - p. 17, k)
- ensure an adequate supply of housing choices - p. 16, g)
- promote energy efficient build & site design - p.21, iv
- be a leader in design excellence - p.113 a)
- affordable housing

However, we are also disheartened to realize that the Town seems to have no authority, and perhaps no will, to apply the visions and guiding principals to an individual development. (Official Plan, pg. 26, A4).

Nevertheless, especially in light of our Climate Crises, it would be great if somehow the Town could view this development application as an opportunity to give the Plan "more teeth" by insisting that some of it's future looking concepts are incorporated.

Some ideas that echo concerns in the Official Plan:

- ☛ **Support a healthy community, adequate green space**
  - *besides along the river, ensure a shaded area, to sit & enjoy - especially facing Madawaska R.*
  - protect three old & very large oak trees along trail

- require treed buffer along Trail & Riverfront.
- ☞ **Leading edge sustainable development, energy conservation & reduced greenhouse gas emissions**
  - High energy efficiency build, heating & cooling
  - Electrical Vehicle charging stations in parking lots
- ☞ **Range of housing for all incomes & ages; universal access**
  - 15% affordable units (projects of 25+ units, B9.4 p.32)
  - incorporate general accessibility features & units
- ☞ **Pedestrian & bicycle oriented streets & pathways**
  - integrate sidewalks & bike paths with Trail & streets
- ☞ **Maintain & protect neighbourhood character**
  - consider existing low density single family homes & gardens in design

Stepping it up a notch, what about the Official Plan's goal for Arnprior to be **"a leader in design excellence"**. (How would the example pictures in the *Planning Justification Report* enhance our aesthetic & "architectural diversity"?)

One last point: In light of the rapid rate of Arnprior's growth, is there really any urgency to accommodate a development that doesn't seem to reflect the vision of the Official Plan?

We appreciate this opportunity to voice concerns and offer suggestions, recognizing the challenges for councillors and Town staff to make the hard decisions.

Adrienne Soucy  
Fred Dell'Amico  
13 Mima Street, Arnprior  
613 622 5797



-----Original Message-----

From: Sonia Vangenderen <[vangenderens@icloud.com](mailto:vangenderens@icloud.com)>

Sent: December 12, 2021 10:39 PM

To: Robin Paquette <[rpaquette@arnprior.ca](mailto:rpaquette@arnprior.ca)>

Subject: Proposal for apartments near Havey Street

CAO Robin Paquette

I have seen the proposal for the apartments that are to be built where the old cabinet factory was. I feel that this apartment complexes would take away the privacy that I enjoy having in my back yard, I am not looking forward to having a bbq or family gatherings when there is a building looking over my yard. I would hope that the proper or even a little extra space could be put in between the properties. Also would like if there are balconies that they could not be out over my yard (58 Havey st.). And in addition I would also like a fence to be placed so that my yard is not used as a thru way. These are some suggestions to make this proposal as friendly to all involved.

Thank you.

Jack Perreault and Sonia Vangenderen

58 Havey st

Arnprior On.

K7S3R6.

Sent from my iPhone Sent from my iPhone

November 27, 2021

Town of Arnprior, Planner  
105 Elgin Street, West  
Arnprior, On K7S 0A8

Janna Prince  
18 Thomas Street, South  
Arnprior, ON K7S 2J1

**Re: Thomas Street South and William Street Apartment Complex-Notice ZBLA-4/21**

Dear Arnprior Town Planner;

I live at 18 Thomas St South. I am concerned about the proposed building of three four story apartment buildings and parking lots right next to my home and 2 other neighbours.

This neighbourhood has been a quiet lovely place to live. The trail next to the proposed building site has always had people, dogs, bikes, ATV's, snowmobiles and it is nice to see it being used so much. When Covid hit, the traffic and people parking on Thomas St S and William St increased insurmountably. With the new homes being built at the Fairgrounds, the traffic on Thomas St S has also increased. My concern is with 3 apartment buildings going in next to and behind me, the traffic and parking issues will be even worse.

Another concern I have is the already dangerous intersection of William St and Daniel St. Again the extra traffic turning from Daniel St onto William St is going to increase and become even more dangerous than it already is with no lights at the intersection.

With regards to my home; our privacy, peace and quiet will be taken away if a parking lot is what we are looking at from our yard, deck, and windows.

These are my concerns with regards to the proposed Apartment Complex being built and affecting my property. I have signed Betty Michalowski's petition. I agree with her and oppose the request for a by-law change of 4 storeys instead of 3 storeys.

Consideration of these concerns would be appreciated.

Thank you,

Janna Prince –Resident of 18 Thomas St. South

**From:** JB <[jerikabradford@gmail.com](mailto:jerikabradford@gmail.com)>  
**Sent:** December 14, 2021 8:39 AM  
**To:** Robin Paquette <[rpaquette@arnprior.ca](mailto:rpaquette@arnprior.ca)>  
**Subject:** Re: Council meeting Dec 13 - apartment building proposal

Hi Robin,

Thank you so much for allowing my comment to be included in the report today as I was having difficulties unmuting myself. It turns out I had to go into my iPhone privacy settings in order to allow the use of my microphone in the zoom meeting.

My concerns for the apartment building proposal is honestly the influx of traffic and people. As I mentioned, I live at 91 Thomas St S, right near the entrance of the Fairgrounds and this proposal did not go as planned nor as promised for the residents nearby who live on these small streets (Thomas St S, Michael ST, Havey St, and James St.).

One commenter mentioned the proposed parking is going to be more than what was stated and this is true - I've rarely come across a household with only one vehicle, which means they will park alongside these roads, as many already currently do despite there being a bi-law about it.

I personally think having that many people squeezed into one tiny location with tiny side streets is a recipe for disaster. Rarely does construction or plans go as planned (for example: the fairgrounds main intersection not being able to turn left and forcing traffic down these roads).

I understand growth is needed for Arnprior, but just because there is this tiny portion of land doesn't mean we need to cram in up to 500 people in it. I would very much encourage everyone who makes the decision to allow this development to happen to actually spend all lunches and evenings trying to manoeuvres and drive around this area. I would like everyone to sit at Michael, James and/or Havey st and try to turn left (and many of the times even turning right) between the hours of 11:30am-12:50pm and again between 3-5pm. It's an utter nightmare as is and I cannot imagine adding 200 plus vehicles to this area when it's been proven in the past with the fairground that they don't have to abide or stick to plans to mitigate traffic.

Please please don't approve this. I would also like to add my name to the petition for this.

Thanks so much,  
Jerika Bradford (613-875-5191)

**Payton Hofstetter**

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**From:** katie farrimond <katie\_farrimond@hotmail.com>  
**Sent:** Thursday, January 20, 2022 3:45 PM  
**To:** Payton Hofstetter  
**Subject:** Fw: Thomas street development

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**From:** katie farrimond  
**Sent:** January 20, 2022 3:35 PM  
**To:** Rpaquette@arnprior <Rpaquette@arnprior>  
**Cc:** Bettymhere54@gmail.com <Bettymhere54@gmail.com>  
**Subject:** Thomas street development

Hello,

This email is to voice my concern about the proposed new development on Thomas street. I live at 12 Thomas street north, and unfortunately I did not have the opportunity to sign the petition against this development, so I hope this email will act as a way of documenting another neighbour who is against the development.

My concerns are traffic, noise, environmental and safety implications of this development. I don't believe this small neighbourhood has the infrastructure to accommodate all the cars 3 apartment building would add. Already there are times when I will sit for 5 minutes trying to turn south onto Daniel. That number of cars without proper infrastructure will pose safety concerns for children and pedestrians.

My other concerns are noise and pollution of air and the river. Our little neighbourhood has already had to deal with the noise, diesel fumes and garbage pollution from the 4 wheelers and snowmobiles that travel in numbers next to our previously quiet back/side yards. To add a few hundred cars to this neighborhood would add to these issues, and frankly I really don't see how our neighborhood can sustain this without further affecting the present residents health. I have spoken to several neighbours about the current level of noise and air pollution affecting us, and so to add to the already existing issues seems irresponsible.

Will there be an environment, health and safety assessment of our neighborhood to examine if it can sustain this type of development?

Thank you,  
Katie Farrimond  
12 Thomas street north  
Arnprior

13 November 2021

Peter & Rilla Prince  
204 – 215 Titanium Private,  
Orleans, ON K1C 2B0

Town of Arnprior, Planner,  
105 Elgin Street, West,  
Arnprior, ON K7S 0A8

**Re: Thomas and William Street Apartment Complex – Notice ZBLA-4/21**

Dear Sirs,

Further to an application for approval by the Town of Arnprior and the virtual meeting taking place December 13<sup>th</sup> at 6:30 p.m., please be advised that we are the owners of 18 Thomas St. S. which will be impacted by this planned parking lot for the three four-storey apartment buildings, housing 144 units.

We request that the contractor remove the large trees on the east side of 18 Thomas St. S, including the stumps, and install a five-foot fence, approved by the residents at 18 Thomas, at the builder's cost. Our daughter is residing at this address and the noise level, no doubt, will increase, high traffic and littering will occur with this increase in population. The safety of this home will be affected as vandalism could increase. Therefore, a fence would assist for these reasons.

We would appreciate consideration of this request.

Peter and Rilla Prince, Owners of 18 Thomas, S.

Wed 12/1/2021 12:06 PM

Lenna and Randy Whyte <r.l.whyte@hotmail.com>

In reviewing the proposed conceptual plan, I have two concerns:

- 1]The plan shows all access and egress from the proposed property as only one drive access from Thomas St. With that much concentration of units [144 units, needing 226 parking spaces, likely housing in excess of 300 people] I fear a constriction or blockage of the one entrance/exit if fire trucks, or em. Vehicles or construction equipment, or even moving trucks could easily block the entrance or em. Exiting. There certainly could be extra egress through onto Havey St. between the buildings. No property should be limited to only one access point, especially not one with this concentration.
- 2]The development plan seems very dense for a limited property size, and will certainly dwarf the homes on the Thomas, William and ? [Havey] streets adjacent to it. I wouldn't be happy if those were my home.

Do we have the infrastructure for water, sewer, and road support for all of these ongoing development projects?

Sincerely,  
Randy Whyte  
22 Tom Gavinski St.  
Arnprior, K7S-0G2

## Payton Hofstetter

---

**From:** Richard White <richard@white.ca>  
**Sent:** Wednesday, December 8, 2021 8:29 AM  
**To:** Payton Hofstetter  
**Subject:** Thomas St. Development - Rezoning Application

**Follow Up Flag:** Follow up  
**Flag Status:** Completed

Hello Payton,

Re: Thomas St. Development – Rezoning Application

### Planning Justification Report

In the Report dated August 25, 2021, reference is made to:

4.0 Official Plan: Town of Arnprior

c) Achieve more compact forms of residential development in a manner that is compatible with the character and pattern of adjacent surrounding development.

and,

7.0 Conclusions

‘The proposed medium density residential use of the lands is consistent and compatible with the surrounding existing residential neighbourhood.’

However, since the Planning Justification Report fails to define ‘the character and pattern of adjacent surrounding development’, it therefore doesn’t support its ‘consistent and compatible’ assertion.

### Character and Pattern of the Thomas St./Russel St. neighbourhood.

Neighbourhood. This is a mature neighbourhood, consisting of predominantly detached houses, largely built out prior to 2000.

Zoning designation.

R1: 154 lots

R2: 6 lots (1 vacant; 1 converted house).

T-U; OS; EP

(no lots fronting on Daniel St. or James St. included in residential neighbourhood)

House Typology

[https://en.wikipedia.org/wiki/Building\\_typology](https://en.wikipedia.org/wiki/Building_typology)

- The predominant house type is a 1.5 storey house, originally 20’ x 24’, (log or frame construction), constructed in the 2nd half of the 19th century. They are typically built very close to the street. They often have one-storey additions to the side or behind. This could be considered Arnprior’s historic archetype. It’s also extant in Arnprior’s other mature neighbourhoods (Landrigan to MacDonald St. and Bell St. / Victoria St./ Harriet St.)
- Brick 2 storey houses, typically described as Georgian Revival, built between 1900 & 1940.
- Post-war infills, typically - bungalows built between 1945 and 1980.

### Landscaped Open Space

<https://www.lawinspire.com/dictionary/landscaped-open-space>

(Grass, forbs, trees)

The residential lot sizes in this mature neighbourhood vary, but might average 500m<sup>2</sup> with 50% landscaped open space. This makes for an exceptionally green landscape.

### Building Height

1.5 storey log or frame house : 5.5 meters (approx.)

2 storey brick frame house: 5.5 to 8 meters (approx.)

Post-war infill house : 4 to 6 meters (approx.)

Arnprior R1 zoning: 9.0 meters.

Arnprior R2 zoning 10.5 meters.

Note: Westboro (City of Ottawa) is considered a mature residential neighbourhood, (more recent than the Thomas St. / Russel St. neighbourhood). Building height is restricted to 8.5 meters.

### Multi-unit housing.

There are small multi-unit buildings; some built as such, some converted from detached singles; typically, 2-storey; often indistinguishable from the single detached houses, all on lots with significant Open Landscaped Space.

There are three building(s) that might be described as medium density:

121 Russel St. N. This is a 2-storey condominium project. (8 units?)

63 Russel St. N. This is a 4/5 storey building. 20 parking spaces

41 Russel St. N / 46 Thomas St. N. Two 3-storey building. Total parking 20 spaces.

### Commentary

I oppose the proposed zoning bylaw amendment, because the proposed development seems incompatible 'with the character and pattern of adjacent surrounding development' as follows:

1 ) Zoning/building height. The neighbourhood is predominantly R1, and that designation restricts building height to 9.0 meters – about as high as the tallest existing detached (R1). house.

The Zoning Bylaw limits building height in Zones R2 to R4 to 10.5 meters.

There are two R2 developments in the neighbourhood that might be defined as medium density:

41 Russel St. N / 46 Thomas St. N is 3 stories (likely complies with the 10.5-meter height limitation), and

63 Russel St. N., which would exceed 10.5 meter.

2) Building Typology. The existing neighbourhood R1 lots are typically small buildings with gross floor areas of approximately 50m<sup>2</sup> to 250m<sup>2</sup>. There are three apartment buildings proposed – estimated gross floor areas of 1700m<sup>2</sup> (24 units) to 4500m<sup>2</sup>(64 units).

3) Parking Lots. Most of the existing R1 lots (154) have only a few parking spaces (each). The two largest existing parking lots have 20 spaces (each). The proposed re-zoning would require 180 spaces (for 144 units), and the proposed plans shows more than 200 spaces.

4) Landscaped Open Space (LOS). The existing neighbourhood is likely more than 50% LOS, based on the mature neighbourhood development patterns. See attached satellite image of neighbourhood.

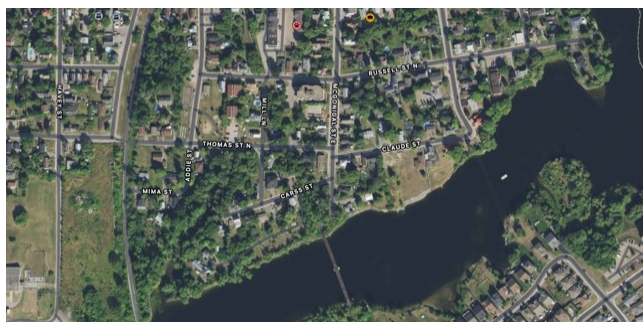
The proposed development plan is estimated to be 15% LOS, and most of that is relatively steep land adjacent to the Madawaska River. Except for the water setback portion, it appears that the proposal is almost entirely hard surface (buildings, walkways, driveways & parking). This much hard surface has issues including limited storm water infiltration and heat island effect. Note that the City of Ottawa regularly requires 30% landscaped open space for R4 Zones (Urban Exceptions 901-1,000)



Thanks for the opportunity to comment.

Truly,

Richard White



**71 Carss Street,**

**Arnprior**

**ON,**

**K7S 2G8, Canada**

**T (613) 623 2336**

**M (613) 857 8502**

**[richard@white.ca](mailto:richard@white.ca)**

Robert Brossard  
11 Havey Street, Arnprior, ON K7S 1G5  
[bobbrossard@aol.com](mailto:bobbrossard@aol.com) 343-998-7981

### **Good evening Council members and fellow Arnprior neighbours and residents.**

- My husband and I have lived in Arnprior for over 10 years. When we moved here, we purposely looked for a neighbourhood with single family dwellings where there would be minimal street traffic and would offer a quiet neighborhood ambience.
- We've come to recognize that the development of the proposed 3 - 4 storey apartment building complex that would border William St. E., Thomas St. S. and Havey St., would undoubtedly impact on the neighborhood's physical and social environment both in the short and long term.
- Over the last couple of weeks, you may have seen articles in the local Arnprior newspaper and posts on social media, including Facebook, that have provided differing positions on the proposed apartment complex development
- As well, you have had the opportunity to read the letters that were submitted to council and attached to today's agenda, that reflect varied perspectives.
- This evening you have heard from others, again who may have differing views in regards to this development proposal.
- We all recognize that growing a community requires proper and responsible planning and investment, and decisions made towards this end need to be based on **facts and community input.**

Robert Brossard  
11 Havey Street, Arnprior, ON K7S 1G5  
[bobbrossard@aol.com](mailto:bobbrossard@aol.com) 343-998-7981

- Let's review some **facts**:
  - A petition of approximately 62 neighborhood residents has been submitted to Council, who are clearly saying **NO** to this development. This number represents 90 to 95% of Arnprior residents who live in this neighborhood. **This petition reflects the beliefs, concerns and objections of homeowners who would be directly impacted by this proposed development if it were approved.** A summary of their grievances, along with some additional context, include the following:
    - **Note that the current R1 zoning plan was based on single family dwellings, which was the motivation of most residents in this neighborhood, like that of my family, to invest here. Introducing multiple 3 or 4 storey apartment buildings will negatively impact the neighborhood.**
    - **Note that the Population Density would significantly increase to potentially 350-400 people in this apartment complex alone.** There are 144 units being proposed for the 3 apartment buildings; if families are factored in, this would exponentially increase this number to 350-400

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residents, magnifying many times the population of the current neighborhood.

- **Note that a significant increase in the volume of vehicles will directly impact on driver and pedestrian SAFETY, based on traffic flow both through the neighborhood, to and from the complex, and onto Daniel Street.** The proposed apartment buildings would be required, according to the by-laws, to provide 180 parking spaces (1 per unit + .25 per unit for guest parking). More realistically, the average number of vehicles would be twice that number per apartment. Wanting to ensure transparency and reasonableness in our discussions, the actual number as noted could more in the range of 300 vehicles. The *Traffic Study* that's been done does not take into account a realistic number of cars; this number should be based on the projected number of apartment residents, and viewed through the lenses of public safety, traffic volume, flow and capacity as well as parking overflow.
- **Note that parking will overflow onto neighborhood streets.** This complex suggests that 180 parking spaces will be provided, but as I've just noted, a more realistic number would be the requirement for 300 parking spaces. This being the case, well over 100 apartment vehicle

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[bobbrossard@aol.com](mailto:bobbrossard@aol.com) 343-998-7981

owners will be required to be looking, on a daily basis, for parking spaces that the apartment complex would not provide, which means that adjacent streets, including William E., Thomas S., Havey, James and other neighborhood streets would be subject to cars being parked in front of their homes at all hours of the day and night, impacting on neighborhood property owners who would be unable to provide parking for any visitors that they may have. Additionally, the winter by-laws do not permit night time parking after December 1<sup>st</sup> until the early spring, so where will those 100+ cars park?

- **Note that a surprisingly inadequate and insufficient amount of information has been provided by the builder for the proposed buildings**, which leaves neighborhood residents in the dark; and,
  - **Note that people in the neighborhood have identified that, prior to this evening, there has been little inclusive community outreach in the discussion of this zoning proposal.**
- The following **OBJECTIVES** should guide the Council in making their determination on this zoning by-law application.

Robert Brossard  
11 Havey Street, Arnprior, ON K7S 1G5  
[bobbrossard@aol.com](mailto:bobbrossard@aol.com) 343-998-7981

- When reviewing the ***Arnprior Official Plan*** and the principals of the Established Residential Area designation, the re-zoning proposal for a 3 or 4-storey apartment building **neither respects nor adheres to the Town of Arnprior's objectives** which states the need to:
  - **To recognize, maintain, and protect the character and identity of existing low density residential neighbourhoods and plans of subdivision**
    - ⇒ As previously mentioned, the current R1 zoning plan of our neighborhood was based on single family dwellings, and also as previously indicated was the motivation of most of the residents in this neighborhood, like that of my family, to invest here.
  - **To provide for new development/redevelopment on existing lots in a manner that maintains and protects the existing neighbourhood character & To provide for alterations to existing residential uses in a manner that maintains and protects the existing neighbourhood character.**

Robert Brossard  
11 Havey Street, Arnprior, ON K7S 1G5  
[bobbrossard@aol.com](mailto:bobbrossard@aol.com) 343-998-7981

⇒ We recognize that the character of the neighborhood would neither be maintained nor protected by the introduction of this apartment complex.

- Finally, I'd like to refer to the **PRINCIPLES** identified in the Town of Arnprior's **Accountability and Transparency Policy** which state:
  - **The Council of the Town of Arnprior** acknowledges that it is **responsible to provide good government** with respect to matters within its jurisdiction in an accountable and transparent manner.
  - **Accountability, transparency and openness are standards of good government that enhance public trust.**
  - **The Town will engage its stakeholders throughout its decision-making process which will be open, visible, and transparent to the public.**

I believe these **FACTS, OBJECTIVES, AND PRINCIPLES** speak for themselves, and I along with my neighbours hope that Council is motivated by the standards of **good government**, and listen to the voice of the people in my neighborhood who elected them, and not a developer's desire for profit.

Thank you.

## ZBLA-4/21 Public Meeting Comments

Name	Comments
Betty Michalowski x 2	<p>Written Submission Presented petition</p> <hr/> <p>On behalf of others:</p> <ul style="list-style-type: none"> <li>- Will easement (SW) be affected by digging of apartment building?</li> <li>- Will sidewalks be added to William St?</li> <li>- Stark transition (low → high density)</li> </ul>
Russel Oatman	<p>Increasing traffic, especially in turning onto Daniel St Sat at McGonigal/Atkinson waiting 10 minutes to go to the shops Especially during peak rush hours What is Council doing to plan for future traffic?</p>
Dean Demonte	<p>Is it one space per tenant? Will there be any additional green/open space? Does 15 m mean four-storeys?</p>
Richard White	<p>Opposed to the Zoning By-law Submitted written comments Does Council have any questions about his written submissions?</p>
Robert Brossard	Written Submission
A. Gilson	Opposed to the building development
Daniel Yetman	<p>Will be submitting written comments Concerned with traffic – Nick Smith residual traffic, invites mayor, councilors &amp; staff to drive along William &amp; Havey any day, limited width on roadway, Havey &amp; Daniel visual constriction at the corner Question: does the Town have authority to impose restrictions on the builder? People chose this low-density area, it will not be cohesive 4 storeys brings a lot of new people, increased traffic Intensification – 10 William St could be apt buildings as well Will there be space for children? Parks? Builders should be creative planning design, instead of concrete parking lots and script buildings</p>
Fred Dell Amico	Written Comments
Forbes Symon (JP2G)	Happy to work with public and address concerns



	<ul style="list-style-type: none"><li>- Density addresses the increased cost of developing on a brownfield site</li></ul>
--	---

My Name is: Dean and Letisha DiMonte

35 Havey St. Arnprior

- 1) Parking includes 1 space per tenant?
- 2) all green space will be used up for parking?
- 3) 15m equals 4 storey building?
- 4) Havey Street is only allows parking on one side of the street. (therefore increasing traffic congestion and overflow)

Jerika Bradford

My name is Jerika Bradford (JB) from 91 Thomas st S and I'm concern regarding the traffic this would cause. Living right next the fairground entrance, seeing first hand the traffic coming from the fairgrounds and people running the stops sign, is foreshadowing what's to come with this apartment complex. I'd like to provide greater comment regarding this tomorrow. Thanks so much!

Add Russell Oatman to Petition please

December 10, 2021

To: Arnprior Town Council and Staff

From: Betty Michalowski, Dan Yetman, Bob Brossard, and Shane Campbell

Regarding: Notice of Amended Application for Zoning By-law Amendment ZBLA - 4/21.

Please find attached:

1. Cover letter to Petition
2. PETITION

To: Arnprior Town Council and Staff  
From: Betty Michalowski, Dan Yetman, Bob Brossard and Shane  
Campbell  
Regarding: Notice of Amended Application for Zoning By-law  
Amendment ZBLA - 4/21

Please find attached the PETITION that has been signed by concerned Arnprior property owners who reside in the neighbourhood surrounding the vacant lot mentioned for rezoning and development in the above application ZBLA - 4/21.

The neighbourhood we canvassed is bordered by William, Daniel and James Streets, Havey St., cross streets Russell and Thomas, Thomas to Addie, Addie and Mima Streets.

Of the 60 property owners we spoke with 54 signed the petition.

The majority of people spoken with expected/recognized/acknowledged that the subject lands would be developed but NOT to the proposed extent.

These attached signatures represent views along a continuum of keep it green space to definitely not 3 - ( 4 storey, 144 units) apartment buildings.

Property owners signed to let Council and Staff know we have many concerns about the proposed development in our already established neighbourhood. Many have been shared in e-mails to Council and Staff.

The following reflect the primary concerns raised by residents of this neighbourhood during canvassing/petition signing.

1. The current R1 zoning plan of this neighbourhood was based on single family housing units. It was the fundamental reason for families to invest here. The introduction of multiple 3 or 4 storey apartment buildings will negatively impact the neighbourhood. (fishbowl effect over existing houses)
2. Population Density - potentially 400 people on the subject land.

PETITION TO  
**SAY NO TO**  
**3 - ( 4 STOREY, 144 units)**  
**APARTMENT BUILDINGS**  
 ( to be built at end of Havey St. and William St.)

To say NO to Amended Application for Zoning  
 By-law Amendment ZBLA - 4/21

We, the undersigned, are in opposition to this development.

Printed Name	Signature	Address	Comment	Date
B. Michalowski	B. Michalowski	54 James St. Arnprior		N. 23/21
K O STORNE	[Signature]	44 JAMES ST		N 23/21
Sonia Lightfoot	[Signature]	44 James St		"
D. van Lem	D. van Lem	39 Havey		"
Dale Baskin	Dale Baskin	24 Thomas St. S		N 20.24
Sonia Vanbenderen	[Signature]	58 Havey St		"
Jack Perreault	Jack Perreault	58 Havey St		"
Leonard Baskin	Leonard Baskin	24 Thomas St. S		24 Nov
Jessica Stratton	[Signature]	40 Havey Street		Nov 24
Jannatrinca	[Signature]	18 Thomas St. S		NOV 24
Therese Campbell	[Signature]	11 Havey St		N 20
Colin Donnelly	Colin Donnelly	9 Mima St		N 24
Fred DellAmico	[Signature]	13 MIMA		Nov 24
Abraric Saag	[Signature]	"		"
Kiel Brunel	[Signature]	53 Havey St		Nov 25
Hugh Russel	[Signature]	45 Havey St.		Dec 6
DANA LAVICTOIRE	[Signature]	27 JAMES ST.		DEC 8
Jacqueline Lavictoire	[Signature]	27 James St.		DEC 8
G. McQuinn	[Signature]	39 WILLIAM ST		DEC 8

PETITION TO

# SAY NO TO

## 3 - ( 4 STOREY, 144 units)

### APARTMENT BUILDINGS

( to be built at end of Havey St. and William St.)

To say NO to Amended Application for Zoning  
By-law Amendment ZBLA - 4/21

We, the undersigned, are in opposition to this development.

Printed Name	Signature	Address	Comment	Date
DAN YETMAN		19 HAVEY ST		NOV 29/21
Tracy MacRae		19 Havey St.		Nov 29/21
KENT MARCELLOS		29 HAVEY ST		Nov 29/21
KEVIN BIGRAS		40 RUSSELL		Nov 29/21
JOSEPH BIGRAS		40 RUSSELL		Nov 29/21
ROBERT BRUSSARD		11 HAVEY ST.		Nov 29/21
BOB MARTIN		46 RUSSELL ST.		DEC 4/2021
John Madhrye		17 James St.		Dec 1/21
Debra C. Gray		55 Daniel St S		Dec 1/21
Donna Wilson		18 James S		Dec 1/21
Dawn Hanley		14 James Street	Open to alternatives	Dec 1/21
Melody Hutchinson		792 Osborne St		Dec 1/21
Anna Yetman		19 Havey St		Dec/21
Julia Jensen		24 Russell St S		31/12/21
Rominio Costello		12 RUSSELL STS		DEC 3/21
Jenny Marcellos		29 Havey St		Dec 5/21
Barb Martin		46 Russell St S		Dec 05/21
Richard Hutchinson		52 Daniel St. S1		Dec 5/21
ANDREW FOARD		5 HAVEY ST		Dec 5
Kevin James		32 Daniel St S		Dec 5

PETITION TO  
**SAY NO TO**  
**3 - ( 4 STOREY, 144 units)**  
**APARTMENT BUILDINGS**  
 ( to be built at end of Havey St. and William St.)

To say NO to Amended Application for Zoning  
 By-law Amendment ZBLA - 4/21

We, the undersigned, are in opposition to this development.

Printed Name	Signature	Address	Comment	Date
Ying Ji		32 Daniel St S		Dec 5
ASMIN GATE		12 DANIEL ST. S		Dec 5
Chris Burkhardt		11 Russell St. S		Dec 5.
Courtney Burkhardt		11 Russell St. S		Dec 5.
IAN GIBSON		15 RUSSELL ST. S		Dec 5
Maria Trushky		16 RUSSELL ST S		Dec 5
Jan Lorie Trushky		16 RUSSELL ST S.		Dec 5
John Russell		45 Havey St		Dec 5
William Chank		39 H AVEY		Dec 5
Sam Rowles		11 WILLIAM		Dec 6
JOANNA PATERSON		8 DANIEL ST S		Dec. 7
L. Di Monte		35 Havey St.		Dec. 9
D. Di Monte		35 H AVEY ST.		Dec 9
L. MacLeod		45 Thomas St. S		Dec 10
P. MacLeod		" "		Dec 10

# THANK YOU

(for signing the PETITION)

SAY NO TO  
3 - ( 4 STOREY, 144 UNITS)  
APARTMENT BUILDINGS

PUBLIC MEETING  
MONDAY DEC.13/21  
@6:30 P.M.

Instructions on how to dial in  
and/or connect  
the electronic public meeting are available  
on the

TOWN'S WEBSITE  
OR

Contact the Clerk's Office  
@ 613-623-4231 EXT. 1818  
requesting information on how to access.

This meeting is your

## LAST CHANCE

to voice your concerns  
regarding this development

# THANK YOU

(for signing the PETITION)

SAY NO TO  
3 - ( 4 STOREY, 144 UNITS)  
APARTMENT BUILDINGS

PUBLIC MEETING  
MONDAY DEC.13/21  
@6:30 P.M.

Instructions on how to dial in  
and/or connect  
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TOWN'S WEBSITE  
OR

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@ 613-623-4231 EXT. 1818  
requesting information on how to access.

This meeting is your

## LAST CHANCE

to voice your concerns  
regarding this development



December 13, 2021

To: Arnprior Town Council and Staff

From: Betty Michalowski, Dan Yetman, Bob Brossard, and Shane Campbell

Regarding: Notice of Amended Application for Zoning By-law Amendment ZBLA - 4/21.

Please find attached:

1. PETITION - MORE NAMES to be added to the original Petition submitted Dec.10/21





## Thomas St. Neighbourhood Group's Response

Jan. 11/22 Zoom Meeting with Dennis Eberhard and Forbes Symon

**1) Compromise** – Developer unwilling to compromise in any substantial way, citing costs.

**2) Scope of Development** – Eberhard indicated a weak rental market might lead to a *phased build* over 5 to 10 years, or limit it to one building. Our question on some property being left undeveloped (unpaved), was said to depend on the approval of fewer units.

- We say more LOS (Landscape Open Space) / less pavement / smaller development is both possible and desirable.
- Also, what about the inclusion of *low-cost housing* units?

### 3) Density-Related Concerns

- significant increase in traffic, anticipated lack of available parking as well as safety issues and concerns due to both the narrowness of streets and their having sidewalks on one side only (*Town Planner, Payton Hofstetter: safety is a valid concern, not yet looked into*);
- excessive hard scaping for parking & inroads / insufficient LOS;
- scale / neighbourhood character / aesthetics / heritage / pattern of buildings - see Arnprior's Official Town Plan.

Eberhard initially said the site "needs density to cover costs" but then, countering density impact concerns, he offered the *phased build* option.

- However, this raises concern about extra years of construction in the neighbourhood.

### 4) Green Infrastructure (GI) – *Brownfield Remediation*: The developer's stated plans are:

- removing contaminated soil from the footprint for each building,
- spreading less contaminated soil on most of the property & capping with asphalt, to save costs:
  - Adding unnecessary paving is unsustainable, especially when GI techniques (like phytoremediation<sup>1</sup>) are restorative of natural systems, and cost effective.
  - Building in phases makes phytoremediation with trees a logical GI choice.

### 5) HERITAGE/HISTORICAL Considerations – Naming buildings/development after:

- The Canadian Public Booth Company that stood on the property, or
- Arnprior Marble Quarry/Plant – Madawaska R. southwest shore of property by the trestle.

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1: [https://www.arborday.org/partnerships/phytoremediation/?gclid=CjwKCAiA\\_omPBhBBEiwAcg7smVaVmWwkc6Ig89sfZLebYzPBGgga6uvTgt98NjbDoP8ZkbolqLGkQBoC7SAQAvD\\_BwE](https://www.arborday.org/partnerships/phytoremediation/?gclid=CjwKCAiA_omPBhBBEiwAcg7smVaVmWwkc6Ig89sfZLebYzPBGgga6uvTgt98NjbDoP8ZkbolqLGkQBoC7SAQAvD_BwE) - "Harnessing the Power of Trees to Clean Up Contamination"

2: <https://www.frontiersin.org/articles/10.3389/fpls.2020.00359/full#:~:text=Phytoremediation%20is%20a%20plant%2Dbased,concentrations%20through%20their%20root%20system> - "Phytoremediation: a promising approach for revegetation of heavy metal-polluted land"

**Payton Hofstetter**

---

**From:** Rebecca Leaver <rleaver@magma.ca>  
**Sent:** Saturday, January 22, 2022 1:27 PM  
**To:** Robin Paquette; Walter Stack; Payton Hofstetter; Dan Lynch; Ted Strike; Lynn Grinstead; Tom Burnette; Chris Toner; Lisa McGee  
**Subject:** Thomas Street Development

**Follow Up Flag:** Follow up  
**Flag Status:** Flagged

Greetings Mayor Stack, Council & Planners:

I am writing to express my opposition to the proposed plan for Thomas Street Development (ZBLA-4/21) for the following reasons:

- 1) It is a misfit to the neighbourhood in terms of zoning, which currently limits said buildings to 3 stories. It is also an affront to the heritage aspects of the surrounding neighbourhood. We take pride in promoting Arnprior as a community with historical roots, this building development is a blot on that notion.
- 2) There is priority given to a large section for parking in the proposal. The developer in the person of their planner claims that asphalt is necessary to contain site contamination. This demonstrates a colossal lack of imagination as there are many alternative methods of remediation using plants, trees etc.
- 3) I note in the Arnprior Chronicle Guide of this week that there is a petition circulating requesting that our municipality create a climate change committee. There is clearly a great deal of local interest in making this a priority for the town yet there is a distinct lack of any environmentally enhancing aspects to this proposal.

Finally, and I find this personally repellent, at a meeting of neighbourhood representatives with the developer Dennis Eberhard and his project planner Forbes Symon, and Arnprior junior planner Payton Hofstetter, there was little to no interest expressed in working with the citizenry.

I would love to see mayor and council demonstrate a long view for our community: what do we want for the future? What is to be the legacy of not only mayor and council but our entire body politic.

Rebecca Leaver, Ph.D.  
[rleaver@magma.ca](mailto:rleaver@magma.ca)

**Payton Hofstetter**

---

**From:** Letisha DiMonte <tishdimonte@gmail.com>  
**Sent:** Tuesday, February 1, 2022 8:20 PM  
**To:** Robin Paquette; Payton Hofstetter  
**Cc:** Walter Stack; Dan Lynch; Ted Strike; Lynn Grinstead; Tom Burnette; Chris Toner; Lisa McGee; bettymhere54@gmail.com  
**Subject:** Thomas Street Development (ZBLA-4/21)  
**Attachments:** traffic study draft Aug 18\_DRAFT\_Report\_1.pdf; Town-of-Arnrior-Official-Plan.pdf

To whom it may concern:

My husband and I have lived at 35 Havey St. since 1989. We are also business owners in Arnrior since 2008 ([premergency.com](http://premergency.com)) and are supporters of Arnrior and Renfrew County Communities with respect to growth and development.

Our company specializes in health and safety risk analysis, preparation, mitigation, response and training for critical infrastructures.

We are also a strong supporter of the petition that was presented to Council and Planners in considering their bylaw proposal of (ZBLA-4/21)

We have reviewed the proposal, and participated in the online council meetings and believe there has been oversight from both the developer and planner to analyze the current concerns of the neighbourhood group and reflect on the risk / benefit ratio of this development. We are a supporter of development, but not at the health and safety risks of others.

**Rationale:****1. The traffic impact study report dated August 23, 2021**

- (title page) This traffic report is already out of date based on the development of the fastest growing communities in Ontario <https://ottawacitizen.com/news/local-news/welcome-to-the-boom-towns-carleton-place-and-arnrior-are-among-canadas-fast-growing-small-towns> and your data is out of date.
- (title page) has this report been finalized? the copy (attached) is in draft
- (page 1) who is David Halpenny? There was no experience outlined in his report or credentials from his project team.
- (page 1) Section 1.1 of the report outlines the purpose to support the rezoning application for the site, however, it will not have final traffic data until after the development is built. (cart before the horse?)
- (page 3) The width of Havey street is not "approximately" 8.5 metres. It is 6.096 metres. Therefore, narrow street for safe traffic flow.
- (page 6) Peak traffic flow,- analysis on one day? July 6, 2021. It was COVID times as indicated, so these calculations are flawed once population opens up and restrictions are listed. Note: ITE indicates the following: *Dwelling units or 1,000 sq. ft. for each are multiplied by the AM and PM peak hour generation rates for weekday and weekend conditions suggested in the ITE manual.*
- (page 13) Town of Arnrior Official Plan (OP) 2017. Is now 5 years old and certainly development has been active since then, skewing results of the traffic plan in August 23, 2021.
- (page 22) - 197 parking spaces exceeding current bylaw

In summary, the traffic report is outdated and incomplete and ensures a higher health and safety risk to the surrounding community.

**2. Sustainable Development (*not taken into consideration on this rezoning proposal*) which includes:**

- (page 8) growth management. How is our current water /sewer infrastructure sustain more growth
- (page 35,41) traffic increase which creates a health and safety hazard
- (page 43) congestion and traffic hazards
- (page 57) C4.9 - Redevelopment policies for all uses - ie: traffic infiltration uses
- (page 61) C4 11.1.3 - Factors to Consider by Council (safety)
- (page 64) C5.6 - Redevelopment policies for all uses.
- (page 74) based on Town of Arnprior's Official Plan (Dec 19, 2017), *Green - The diversity and productivity of the river ecosystems should be protected and restored through remedial measures to restore healthy natural habitats and maintain natural ecological processes*
- (page 100). the reduction of green emissions and promotion of green infrastructure
- (page 103) E.2.2.2 - Function of Roads - (f) local roads Local roads shall primarily provide for land access to abutting properties and shall be designed to discourage the movement of through traffic. Right-of-way widths shall be 20 metres. (currently not wide enough)
- (page 108) performance measures to guide energy use, land use, natural heritage, transportation, built form, air quality, green infrastructure, community building, cultural resources, materials and waste, and public spaces.
- (page 109) green development standards
- (page 125) F11.13 - Supplemental Submission Requirements - (b)(xii) Traffic Impact assessment - incomplete (as stated above)
- (page 134) green infrastructure

**In conclusion, based on these identified health and safety risks and sustainability contrasts to the development proposal, we cannot support the existing rezoning proposal as it stands. We are open to any questions or considerations from both the developer and/or planner or council.**

Respectfully,

--

Letisha and Dean DiMonte

35 Havey St

Arnprior, ON

K7S 1G6

[tishdimonte@gmail.com](mailto:tishdimonte@gmail.com)

(613) 623-7617

**Payton Hofstetter**

---

**From:** Fred Dellamico <fdellamico1@gmail.com>  
**Sent:** Thursday, January 27, 2022 4:40 AM  
**To:** Payton Hofstetter; Robin Paquette  
**Subject:** setback issues

Hello Payton and/or Robin

Thankyou for clarifying that a 7.5 meter setback along the County Trail will be included in the zoning provisions.

I think the Town would be doing itself a big favor, as well as enhancing the lives of future apartment tenants, to turn this setback into a 7.5 m. buffer zone, with a stipulation that it be planted with trees.

It would be a good step toward making an attractive green corridor and would insulate trail users from massive parking lots and uninteresting apartment buildings. And it would insulate tenants from the noise and dust of the Trail. And of course add green space.

And if Arnprior wanted to show some real leadership, the developer could be nudged toward considering bioremediation, a fairly new approach of planting trees to clean up brownfields, rather than capping it with asphalt and, in essence, passing the contamination problem along to future generations to deal with.

So, I wonder if you would be willing and/or able to take this idea into consideration ?

Thanks for your involvement... Fred



## THOMAS STREET DEVELOPMENT (ZBLA - 4/21) UPDATE & NEXT STEPS

To: All our neighbours and petition signers. **HAPPY NEW YEAR!**  
From: The Thomas St. Apartment Development Neighbourhood Group

In mid-December, a Neighbourhood Group was formed to spearhead the **petition** supported by **over 60 of our neighbours** that sought to address many of the concerns raised by, the issues reflected in as well as to say “NO” to the **Thomas Street Development (ZBLA - 4/21) by-law proposal** (which reflects the building of 3 – 4 story apartment buildings {144 units} at the end of William & Havey Streets, a zoning change to R4 and increasing the allowable height of the apartment buildings from 3 to 4 stories). Our collective intentions are to influence the Town of Arnprior Councillors and Planners in order to ensure sound, reasonable and sensible changes are made to this **by-law proposal**.

On **January 11<sup>th</sup>**, the Neighbourhood Group met with Dennis Eberhard, developer and their project planner Forbes Symon, as well as Payton Hofstetter, Town of Arnprior Junior Planner (disappointingly absent was Arnprior’s CAO, Robin Paquette). Although the Neighbourhood Group put their best foot forward in presenting the concerns and issues, as well as providing options for discussion, they were met by dismissiveness and unwillingness on the part of both the developer and their planner, to consider other options or compromise. **Eberhard and Symon provided little indication of being open to considering the opinions and recommendations of Arnprior property owners.**

### *What you should know ...*

**February 10<sup>th</sup>: CAO & Town Planner** will submit their **Staff Report** to Town Council on the **by-law proposal**; comments should be provided to the CAO & Town Planner **before February 4<sup>th</sup>**.  
**February 14<sup>th</sup>: Arnprior Town Council** will vote on the **Staff Report** on the **by-law proposal**.

**Note that if this proposal is passed by Council on February 14<sup>th</sup>, the developer can proceed without further or future consultation with Arnprior neighbourhood residents!**

### ***Here's How You Can Help ...***

**Contact by phone or email Arnprior’s CAO & Town Planner before February 4<sup>th</sup>**, and **Contact by phone or email Arnprior Councillors and Mayor before February 14<sup>th</sup>**, the date of the Council vote on the **Staff Report** to let them know your opinions and feelings regarding the **Thomas Street Development by-law proposal (ZBLA – 4/21)**.

### *Who you can contact ...*

- Robin Paquette, CAO - T. [613-623-4231](tel:613-623-4231) ext.1827 - E-mail: [rpaquette@arnprior.ca](mailto:rpaquette@arnprior.ca)
- Payton Hofstetter, Town Planner - T. [613-623-4231](tel:613-623-4231) ext.1816 - E-mail: [phofstetter@arnprior.ca](mailto:phofstetter@arnprior.ca)
- Walter Stack, Mayor - T. [613-218-2157](tel:613-218-2157) - E-mail: [wstack@arnprior.ca](mailto:wstack@arnprior.ca)
- Dan Lynch, County Councillor - T. [613-623-0146](tel:613-623-0146) - E-mail: [dlynch@arnprior.ca](mailto:dlynch@arnprior.ca)
- Ted Strike, Councillor - T. [613-623-5651](tel:613-623-5651) - E-mail: [tstrike@arnprior.ca](mailto:tstrike@arnprior.ca)
- Lynn Grinstead, Councillor - T. [613-371-6036](tel:613-371-6036) - E-mail: [lgrinstead@arnprior.ca](mailto:lgrinstead@arnprior.ca)
- Tom Burnette, Councillor - T. [613-623-5630](tel:613-623-5630) - E-mail: [tburnette@arnprior.ca](mailto:tburnette@arnprior.ca)
- Chris Toner, Councillor - T. [613-913-9571](tel:613-913-9571) - E-mail: [ctoner@arnprior.ca](mailto:ctoner@arnprior.ca)
- Lisa McGee, Councillor - T. [613-322-0271](tel:613-322-0271) - E-mail: [lmcgee@arnprior.ca](mailto:lmcgee@arnprior.ca)



We would also like to share with the neighbourhood what has been happening on our end since the **petition** was first signed.

1. Many emails have been exchanged among Neighbourhood Group members, Councillors, Town Staff and the developer's planner. We have had several meetings, in person and on ZOOM. Our Group has done a significant amount of research and strategizing on our neighbourhood's behalf.
2. Dec. 11/21 - Inside Ottawa Valley **article** "*Petition against Arnprior apartment ...*".
3. Dec. 13/21 - **Public Town Meeting** where the **public** was provided with an opportunity (**first time**) to **voice concerns** on THOMAS ST. DEVELOPMENT - the meeting can be viewed on **Town's You Tube channel**.
4. Dec. 16/21 - Our first Neighbourhood Group meeting was held where next steps were discussed.
5. Dec. 20/21 - **Mayor Stack** met with 3 from the Neighbourhood Group on development site. The Mayor initiated this meeting.
6. Dec. 20/21 - We **requested a meeting** with the development planner - Mr. Forbes Symon.
7. Dec. 20/21 - Mr. Symon replied - told us he is meeting with Town staff "first week after the holiday break" and would let Betty know after this meeting his decision regarding meeting with our Neighbourhood Group.
8. Dec. 21/21 - Inside Ottawa Valley **article** - "*Opposition mounts to ...*".
9. Jan. 5/22 - Mr. Symon, **development planner**, sends email with suggested **meeting date** with our Neighbourhood Group.
10. Jan. 6/22 - Neighbourhood Group ZOOM meeting - discussed what we will present at meeting with planner and developer.
11. Jan. 9/22 - Neighbourhood Group met to finalize our Group presentation
12. Jan. 11/22 - **ZOOM MEETING (2 hours long)** - present were Dennis Eberhard (developer), Forbes Symon (project planner), Payton Hofstetter (Town junior planner) and our Neighbourhood Group. Absent - Arnprior's CAO, Robin Paquette

**Again, if you have any concerns or recommendations, PLEASE contact (phone or write) our Mayor, Town Councillors, CAO and/or Town Planner.**  
It doesn't hurt! The more neighbours they hear from, the better!

**QUESTIONS?** send to [bettywhere54@gmail.com](mailto:bettywhere54@gmail.com)  
**OR CALL Fred @ 613-296-3180 (no texting)**

**\*\*FYI** - The Neighbourhood Group includes Betty Michalowski, Bob Brossard, Dan Yetman, Fred Dell'Amico, Adrienne Soucy and Richard White.



### Additional Q&A

1. Will the Town's stormwater easement which crosses the site be affected by the digging for the apartment?
  - a. No, adequate buffer around the infrastructure has been obtained to ensure both the protection of the infrastructure and area to allow for any future maintenance work on the infrastructure to occur.
2. What is the parking requirement for these apartment buildings?
  - a. The Zoning By-law requires 1 parking space per unit and .25 parking spaces per unit for visitors. If the development were to proceed with 144 units, 180 parking spaces would be required to meet the zoning provision. The concept plan provided indicates 197 parking spaces could be accommodated.
3. Does 15.5m equal 4 storeys?
  - a. Yes, typically 15.5 m recognizes a 4- story building.
4. Where is the space for children/parks?
  - a. The development is not required to provide parkland however there will be approximately 1 acre of open green space along the waterfront. Furthermore the site is located adjacent to the Algonquin trail and within easy walking distance to a play structure, skateboard park and recreational facility at the Nick Smith Centre.
5. Who is the traffic consultant who prepared the Traffic Impact Study? It was prepared during COVID and in July 2021 so it is already out of date.
  - a. David Halpenny, M.Eng and P.Eng, of D. J. Halpenny & Associates Ltd. Consulting Transportation Engineers, prepared the study. The study considered the decrease in traffic and the circumstances associated with the decrease and applied a 10 percent increase to the traffic counts at all approaches of the William/Daniel and Havey/Daniel intersections to determine the typical pre-COVID-19 traffic. The Town will require an updated Traffic Study to support the final development of the site to be submitted with the Site Plan application.
6. Will Tank Hill be closed to accommodate this development?
  - a. It should be noted that tank hill, while enjoyed by many as a sliding hill in the Town, is not a sanctioned sledding hill and signage has been installed this season to indicate that sliding is prohibited for safety reasons.

7. Various questions around the buildings such as type of units, rental vs. condo, rental rates, what can be stored on balconies, garbage enclosures.
  - a. Our understanding at this time is that this will be a rental situation however, these details will follow with the site plan and are not matters which can be addressed in the zoning by-law.



## Town of Arnprior Staff Report

**Subject:** 2022 Municipal Election

**Report Number:** 22-02-14-02

**Report Author and Position Title:** Maureen Spratt, Town Clerk

**Department:** Client Services

**Meeting Date:** February 14, 2022

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### Recommendations:

That Council receive this report as information.

### Background:

Council at their meeting of September 27, 2021 considered report number 21-09-27-04 the purpose of which was threefold. Firstly to approve internet and telephone voting as the alternative voting method for the 2022 Municipal and School Board Election. Secondly to direct the Clerk to bring forward a by-law authorizing its use. And, thirdly to authorize the CAO to award the Request for Proposal (RFP) and execute any agreements necessary to implement alternative voting (internet/telephone) for the 2022 election.

In follow-up to the September report, staff is bringing forward the alternative voting by-law for approval and wishes to advise that the CAO will be awarding the agreement for voting services to Voatz Canada Ltd.

### Discussion:

#### Voting Method

As approved by Council on September 27, 2021, eligible electors in the Town of Arnprior will utilize internet / telephone voting in the 2022 Municipal and School Board election. Internet / Telephone voting has been utilized in Ontario for over 10 years, with the Town of Arnprior having used this method in the past three municipal elections (2010, 2014 and 2018) Data from the Association of Municipalities of Ontario (AMO) indicates that 184 municipalities used internet/telephone voting in 2018, 84 more than in the previous election.

Internet / telephone voting provides for a convenient and secure method of voting and allows electors to cast their ballot using a number of devices including computers, laptops, tablets, smartphones, and landlines anywhere, anytime during the voting period.

Internet / telephone voting needs to fully comply with the Accessibility for Ontarians with Disabilities Act (AODA). The amended Municipal Elections Act, (MEA) requires municipal clerks to prepare accessibility plans to identify, remove and prevent barriers that could affect electors and candidates with disabilities, and make the plan available to the public prior to voting day. Internet and telephone complies with the AODA and 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 / telephone 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. In addition, internet and telephone voting reduces 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.

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.

As directed by Council, in September, a by-law authorizing the use of an alternative voting method (Internet / Telephone) is included on the February 14, 2022 agenda.

### **Voting Services**

As referenced in the September report, staff has been working with several municipalities in Renfrew County exploring the market for internet / telephone voting systems for use in the 2022 municipal election. A Joint Request for Proposal was issued in November 2021 with a submission deadline of December 9, 2021.

The Township of Whitewater Region took the lead on the RFP and received submissions from two proponents, Voatz Canada Ltd. and Scytel. After scoring the RFPs as well as receiving technical demonstrations, staff from the municipalities in the County of Renfrew participating in the joint proposal including the City of Pembroke, the Towns of Arnprior, Petawawa, Renfrew and the Townships of Greater Madawaska, Laurentian Valley, McNab/Braeside and Whitewater Region agreed that Voatz Canada Ltd. be awarded the contract for the provision of equipment, support and services for the 2022 municipal election.

Staff from Voatz have delivered over 100 Ontario Municipal Elections over the past two Ontario Municipal Elections, in 2014 and 2018, including the 2018 Town of Newmarket Municipal Election, 2018 City of Markham Municipal Election and the 2014 City of Greater Sudbury.

**Options:**

N/A

**Policy Considerations:**

Municipal Act, 2001,  
Municipal Elections Act  
Procurement Policy Number FS-AD-01

**Financial Considerations:**

The cost for the provision of Internet and Telephone Voting System and Voter List Management is approximately \$3.50 per elector including Canada Post costs to mail out the vote packages.

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.

It is important to note that there were approximately 6500 eligible electors in 2018. With the unprecedented growth the town has seen in the last year, staff is mindful that there will probably be an increase in eligible electors, however anticipates that the \$30,000 election reserve will cover costs associated with the 2022 election.

**Meeting Dates:**

N/A

**Consultation:**

- Deputy Clerk
- Municipalities in Renfrew County participating in the Joint Request for Proposal

**Documents:**

N/A

**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 Staff Report

**Subject:** Election Sign By-law

**Report Number:** 22-02-14-03

**Report Author and Position Title:** Maureen Spratt, Town Clerk

**Department:** Client Services

**Meeting Date:** February 14, 2022

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### Recommendations:

**That** Council receive report number 22-02-14-03 Election Sign By-law; and

**That** Council direct staff to bring forward an Election Sign By-law for consideration of Council.

### 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 to regulate election signs in the Town of Arnprior is one such matter that Council should consider prior to an election.

Election signs on private and public property for municipal, provincial and federal elections are currently regulated by the Town's Sign and Merchandise Display By-law Number 5209-04 and the County of Renfrew's – Guidelines for the installation of Political Campaign Signs.

The intent of this report is to provide a draft election sign by-law for Council's consideration that respects the need for candidates to advertise to electors while reducing sign clutter; protecting vehicle and pedestrian sight lines; and decreasing driver distraction related to signs.

### Discussion:

Election signs advertise or promote candidates in federal, provincial, or municipal elections.



This includes signs, billboards, vehicle wraps, and mobile signs on vehicle intended to influence a person to vote for or against any candidate. Election signs in the Town of Arnprior must comply with the Town of Arnprior by-laws and the County of Renfrew guidelines.

### **Town of Arnprior By-law Number 5209-04**

By-law Number 5209-04 regulates election signs on private and public property for municipal, provincial and federal elections within the Town of Arnprior as follows:

- Election signs can be no greater than 5.0 square metres in area.
- Election signs cannot be erected more than six (6) weeks prior to the date of the election.
- Election signs must be removed within seven days following the election.
- Elections signs are not permitted on any Town of Arnprior road allowance or municipal property.
- Election signs must be setback in accordance with the following:
  - Street Lot Line Setback (minimum) 1.0 metre
  - Interior Lot Line Setback (minimum) 1.5 metre
  - Driveway Setback (minimum) 1.0 metre
  - Traffic Lights (if sign is more than 2.4 metres high) 15.0 metres
- Election signs in contravention of the by-law will be removed.

### **County of Renfrew – Guidelines for the Installation of Political Campaign Signs**

The County of Renfrew's guidelines for election signs on County Roads 1 (Madawaska Boulevard, Madawaska Street, Elgin Street West) county Road 2 (Daniel Street and White Lake Road) and County Road 10 (Division Street and Baskin Drive West) are as follows:

- Signs shall not be permitted on traffic islands or medians along County Roads.
- Large sign assemblies are not permitted within the road allowance.
- Smaller single post or wire frame signs shall be permitted along the edge of the roadway as long as they do not interfere with site lines and the flow of motor vehicle and pedestrian traffic.
- Signs may not be attached to any existing sign posts or light poles along County Roads.
- Any signs deemed to be creating a hazard will be removed. The signs can be picked up at the applicable County Patrol Garage. Signs not picked up by the end of the election shall be destroyed
- Candidates have one week after the election to remove signs from the County Road allowance. Signs not removed will be destroyed.

### **Draft By-law**

The draft by-law (attached) provides for provide greater clarity for candidates and regulates third party advertising. It includes definitions, general rules for election signs on private and public properties, content of messaging, timing for placement and removal of election signs and a penalty section.

A highlight of additions/changes are as follows:

Election signs cannot:

- Be larger than 1.5 square metres in area;
- Be within 50 metres of a voting place or where election processes are administrated during the voting period; except
  - on private property
- Be placed on a tree, pipe, telephone pole, hydro pole, light standard or any other utility infrastructure;
- Be placed within a sight triangle;
- Be illuminated;
- Impede or obstruct any fire escapes, fire exits, etc. or impedes access of emergency personnel to any part of a building;
- Impedes or obstructs pedestrian traffic;
- Interferes with vehicular traffic;
- Be placed within three metres of a school crossing;
- Be placed on private property without permission;
- Be placed anywhere on public property, including within a road allowance; except
  - on the north side of William Street

Consideration was given to limiting the number of signs per candidate or registered third party on private property; not permitting an election sign within 25 m of another election sign for the same candidate; sign deposit and removal fees; and provisions for campaign offices. However, following discussion and feedback with the Corporate Services Advisory Committee staff is not recommending those provisions be included in the by-law.

There was some discussion on penalties associated with contraventions to the by-law. Meaning if someone does not comply with a provision of the election sign by-law they may be liable to pay a set fine. The draft by-law has been formatted to have set fine penalties under the Provincial Offences Act. However, an application to approve set fines under this by-law has not yet been submitted as staff does not feel it is warranted at this time. Staff will monitor contraventions to the by-law, in the upcoming provincial and municipal election and should they feel set fines are warranted an application will be submitted prior to the 2026 election.

### **Options:**

1. Council could direct staff to bring forward the draft by-law as proposed.
2. Council could elect to make changes to the draft by-law.
3. Council could elect to make no changes, therefore no by-law will be brought forward for Council's consideration.

### **Policy Considerations:**

Municipal Act, 2001  
Municipal Elections Act

**Financial Considerations:**

N/A

**Meeting Dates:**

- Corporate Services Advisory Committee (CSAC) – September 7, 2021
- Corporate Services Advisory Committee (CSAC) – November 1, 2021

**Consultation:**

- Corporate Services Advisory Committee

**Documents:**

1. Proposed Election Sign 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 Number XXXX-21**

A by-law to regulate election signs in the Town of Arnprior.

**Whereas** subsection 5(3) of the *Municipal Act*, 2001 provides that a municipal power shall be exercised by By-law; and

**Whereas** section 11 of the *Municipal Act*, 2001 authorizes the Town of Arnprior to pass By-laws respecting highways over which it has jurisdiction, and to pass by-laws respecting signs; and

**Whereas** subsection 63 of the *Municipal Act*, 2001 authorizes the municipality, if it passes a by-law for prohibiting or regulating the placing of an object on or near a Highway, to provide for the removal and impounding of such object placed on or near a Highway in contravention of that by-law; and

**Whereas** the Municipal Elections Act, 1996 provides provisions for election campaign advertising which includes but is not limited to election signs; and

**Whereas** By-law Number 5209-04 was enacted and passed to regulate or prohibit signs and other advertising devices within the municipality; and a

**Whereas** the Council of the Town of Arnprior deems it necessary to remove the election sign provisions currently in By-law Number 5209-04 and form a separate by-law for the regulation of elections signs for clarity and to reflect the addition of third party advertisers as per the Municipal Elections Act;

**Whereas** section 425 of the *Municipal Act*, establishes that any person who contravenes any By-law of the Corporation of the Town of Arnprior is guilty of an offence;

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

## 1.0 Short Title

1.1 This By-law may be referred to as the “Election Sign By-law”.

## 2.0 Scope

2.1 If any provision of this By-law conflicts with any provision of any other Town of Arnprior By-law, the provision of this By-law shall take precedence.

## 3.0 Definitions

In this By-law:

- 3.1 **“Billboard Election Sign”** means an outdoor sign erected and maintained by a Person engaged in the sale or rental of the space on the Billboard Election Sign to a Candidate or Registered Third Party for the purposes of advertising, promoting, opposing or taking a position with respect to any Candidate or political party, or influencing electors to vote for or against an issue associated with a Candidate or political party, or influencing electors to vote for or against any Candidate or any question, law or by-law submitted to the electors
- 3.2 **“By-Election”** means any Election other than a regular Election in the case of a Municipal Election or a General Election in the case of a provincial or federal Election;
- 3.3 **“Candidate”** means a person who has been nominated to run in a municipal, provincial or federal election;
- 3.4 **“Clerk”** means the Town Clerk or their designate;
- 3.5 **“Election ”** means a general Federal or Provincial Election or a regular Municipal Election and any question or by-law submitted to the electors and includes an Election to a Local Board or commission;
- 3.6 **“Election Sign”** means any sign which:
- 3.5.1 Advertises, promotes, opposes or takes a position with respect to any candidate or political party in a federal, provincial or municipal election or by-election, including an election of a local Board or commission; or
  - 3.5.2 Is intended to influence electors to vote for or against any candidate issue associated with a Candidate or political party in a federal, provincial or municipal Election or By-Election; or

- 3.5.3 Is intended to influence electors to vote for or against any Candidate or any question, law or by-law submitted to the electors under the *Canada Elections Act*, the *Election Act (Ontario)*, or section 8 of the *Municipal Elections Act, 1996*; or
- 3.5.4 A “Vehicle Election Sign” means any form of Election Sign displayed in or on a vehicle, including a vehicle wrap.
- 3.7 “**Highway**” means a common and public walkway, lane, street, avenue, parkway, driveway, square, place and includes any bridge, trestle, viaduct or trestle, designed and intended for, or used by, the public for the passage of vehicles and pedestrians and the untraveled portion of a road allowance;
- 3.8 “**Municipal Act**” means the *Municipal Act, 2001, S.O. 2001, c.25*, as amended;
- 3.9 “**Private Property**” means real property that is not a Highway or Public Property;
- 3.10 “**Public Property**” means property owned by or under the control of the Town, of Arnprior, any of its agencies, local boards or commissions, including highways, street and road allowances, median strip, traffic islands; and, shall be deemed to include public utility poles, regardless of whether the public utility poles are owned by or under the control of the Town; and, shall also be deemed to include, benches, municipal garbage containers or other structures located on a highway regardless of whether the containers or structures are owned by the Town;
- 3.11 “**Registered Third Party**” or “**Third Party Advertiser**” means one of the following whose notice of registration has been certified by the Clerk pursuant to section 88.6 of the *Municipal Elections Act, 1996*:
- 3.10.1 An individual who is normally a resident in Ontario; or
  - 3.10.2 A corporation that carries on business in Ontario; or
  - 3.10.3 A Trade Union that holds bargaining rights for employees in Ontario.
- 3.12 “**Road Allowance**” means the allowance for a public road and includes the travelled and untraveled portions of the road allowance, the road shoulders, ditches, boulevards and sidewalks;
- 3.13 “**School Crossing**” means any portion of a highway designated by the Town, indicating a school Zone;
- 3.14 “**Sight Triangle**” means the triangular space on a lot formed by two intersecting street lines and a line drawn from a point in one street line across such lot to a

point in the other street line, each such point being 9.0 metres from the point of intersection of the street lines (measured along the street lines). Where two street lines do not intersect at a point, the point of intersection of the street lines shall be deemed to be the intersection of the tangents to the street;

- 3.15 **“Sidewalk”** means that part of a Highway with a surface that is improved, designed or ordinarily used for the use of pedestrians or bicycles and includes a multi-use path;
- 3.16 **“Vehicle Election Sign”** means any form of Election Sign displayed in or on a vehicle, including a vehicle wrap

#### **4.0 General Provisions**

- 4.1 No person shall place or permit to be placed an election sign within the geographic limits of the Town except in accordance with this by-law and all applicable legislation.
- 4.2 This by-law shall not apply to signs placed by the Town or the provincial or federal government to provide information concerning an election or by-election or any part of an election or by-election.
- 4.3 No person shall pull down or remove an election sign without the consent of the Candidate or Registered Third Party to whom the election sign relates or the owner or occupant of the property on which the election sign was placed, except as otherwise provided for by this by-law.
- 4.4 No person shall deface or willfully cause damage to an election sign.
- 4.5 No candidate or third-party advertiser, as the case may be, to whom an election sign relates shall permit an election sign to be left in a state of disrepair.
- 4.6 On Advance Voting Day(s) and Voting Day, no person shall place or permit to be placed an election sign on, in, or within 50 m of a Voting Place or a place where the administration of Election processes are conducted on Advance Voting Days or Voting Day; unless such land is on private property.
- 4.7 No person shall place or permit to be placed an election sign to a tree, pipe, telephone pole, hydro pole, light standard or any other utility infrastructure.
- 4.8 No person shall place or permit to be placed an election sign within a sight triangle.

4.9 No person shall place or permit to be placed an election sign that:

- 4.9.1 Is illuminated, has flashing lights, or rotating parts;
- 4.9.2 Measures more than 1.5 square metres and has a height that is more than 2.15 metres above the ground;
- 4.9.3 Obstructs or impedes any fire escape, fire exit, door, window, skylight, flue, air intake or air exhaust or prevents or impedes the free access of emergency personnel to any part of a building, including any emergency water connection or fire hydrant;
- 4.9.4 Impedes, hinders or prevents parking by vehicles on private lands;
- 4.9.5 Impedes or obstructs the passage of pedestrians where they are reasonably expected to walk;
- 4.9.6 Interferes with the safe operation of vehicular traffic or the safety of pedestrians, including the visibility of warning devices and traffic signals.
- 4.9.7 Sub-clauses 4.9.1 and 4.9.2 of this By-law shall not apply, Billboard Election Signs or specified Vehicle Election Signs (i.e. vehicle wrap)

4.10 No person shall place or permit to be placed an election sign within:

- 4.10.1 One (1) metre of the street lot line;
- 4.10.2 One and One Half (1.5) metres of the interior lot line;
- 4.10.3 One (1) metre of a driveway;
- 4.10.4 Ten (10) metres of traffic lights;
- 4.10.5 Three (3) metres of a school crossing.

## **5.0 Contents of election signs**

- 5.1 Each election sign shall identify who is responsible for the messaging.
- 5.2 Each third-party sign shall identify the name of the registered third party, the municipality where the third party is registered and a telephone number, mailing address or email address at which the registered third party may be contacted.



- 5.3 No person shall display the Town's logo or the Town's municipal election logo, in whole or in part, on any Election Sign.

## **6.0 Election Signs on Private Property**

- 6.1 No person shall place or permit to be placed an election sign on private property without permission or consent of the owner or occupant of the property.

## **7.0 Election Signs on Public Property**

- 7.1 No person shall place or permit to be placed an election sign anywhere on public property, including within a road allowance.
- 7.2 Notwithstanding the above, this By-law shall not apply to the road allowance on the North Side of William Street.

## **8.0 Timing of placement**

- 8.1 No person shall place or permit to be placed an Election Sign for a federal or provincial election or by-election earlier than the day the writ of election or by-election is issued.

- 8.2 No person shall place or permit to be placed an Election Sign for a municipal election no earlier than:

8.2.1 Six (6) weeks prior to Election Day in the year of a regular election; or

8.2.2 Six (6) weeks Nomination Day for a by-election.

## **9.0 Removal of Election Signs**

- 9.1 All election signs shall be removed within seven (7) days of the day on which the election or by-election is held.

- 9.2 Where an election sign has been placed on private property, it is the responsibility of the owner or occupant of the property to ensure the election sign is removed within the required time period.

- 9.3 Where election signs have been posted in contravention of this policy or any other by-law, the Town may:

9.3.1 Notify the candidate or third-party advertiser to repair or remove the sign, or take the necessary action to make the sign comply with the provisions of this policy;

9.3.2 Remove the sign.

- 9.4 If a sign is erected or displayed in violation of this by-law, the Town may cause the sign to be removed immediately without notice if it poses an immediate safety hazard.
- 9.5 Where an election sign has been placed in contravention of any provision of this by-law, a By-law Enforcement Officer, or any other individual designated by the Clerk may cause the election sign to be removed immediately without notice .
- 9.6 Signs that have been removed pursuant to this by-law shall be stored by the Town for a maximum of fifteen (15) days, during which time the candidate or third party advertiser may retrieve the sign.
- 9.7 The Town may destroy any election sign which has been seized and is not claimed and retrieved by the sign owner within fifteen (15) days without compensation to the candidate or third-party advertiser.

## 10.0 Severance

- 10.1 If any section or part of a section of this By-law is found by any Court to be illegal or beyond the power of Council to enact, such section or part of a section shall be deemed to be severable and all other sections or parts of sections of this By-law shall be deemed to be separate and independent, and shall continue in full force and effect

## 11.0 Offence and penalty

- 11.1 Every person who contravenes any provision of this By-law is guilty of an offence and on conviction is liable to a fine as provided for in the *Provincial Offences Act, R.S.O. 1990, c. P. 33*, as amended.

## 12.0 Force and Effect

- 12.1 **That** Section 6.6 of By-law Number 5209-04 be hereby repealed, including any reference to elections signs throughout the by-law.
- 12.2 **That** this By-law shall come into force and effect on the day of its passing.

Enacted and passed this **xx** day of **xxxxxx**, 2021.

**Signatures:**

Walter Stack, Mayor

Maureen Spratt, Town Clerk

draft



## Town of Arnprior Staff Report

**Subject:** Proclamation – Rare Disease Day (February 28, 2022)

**Report Number:** 22-02-14-04

**Report Author and Position Title:** Kaila Zamojski, Deputy Clerk

**Department:** Client Services

**Meeting Date:** February 14, 2022

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### Recommendations:

That Council proclaim February 28, 2022 as Rare Disease Day 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	Rare Disease Day EURORDIS – Rare Disease Europe <a href="https://www.rarediseaseday.org/contact-us/">https://www.rarediseaseday.org/contact-us/</a>
Section 5.2.2 – Contact Person’s Name	Gail Clark, Town of Arnprior <a href="mailto:Glclark7@gmail.com">Glclark7@gmail.com</a> 613-623-3608
Section 5.2.3 – Name of Proclamation and Duration	Rare Disease Day February 28, 2022

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

Section 5.2.4 – Appropriate Wording for Proclamation	Yes – Information to create proclamation wording
Section 5.2.5 – Request Flag to be flown/ flag raising ceremony	No Request to light up the Museum Clock Tower in Rare Disease Day Colours – Blue, Green, Pink and Purple
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 – Rare Disease Day (February 28, 2022)

**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

## Rare Disease Day

### February 28, 2022

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**Whereas** Rare Disease Day was established in 2008 and is coordinated by EURORDIS and 65+ national alliance patient organization partners; and

**Whereas** Rare Disease Day is the globally coordinated movement on rare diseases, working towards equity in social opportunity, healthcare, and access to diagnosis and therapies for people living with a rare disease; and

**Whereas** Rare Disease Day has played a critical part in building an international rare disease community that is multi-disease, global, and diverse, but united in purpose; and

**Whereas** there are more than 6,000 known rare diseases, including over 200 rare cancer types; and

**Whereas** up to 5.9% of the population has a rare disease with 79% of these diseases being classified as genetic disorders; and

**Whereas** [Rare Disease Day](#) takes place on the last day of February each year and is recognized globally; and

**Whereas** the colours of Rare Disease Day are blue, green, pink, and purple. Various monuments around the world are lit up in these colours, on the last day of February each year, to show support for individuals living with rare diseases.

**Now Therefore**, I Walter Stack Mayor of Arnprior, do hereby proclaim February 28, 2022 as Rare Disease Day in the Town of Arnprior, Ontario. I further note the Town of Arnprior Clock Tower will be lit up with the colours blue, green, pink and purple on February 28<sup>th</sup> to show our support.

**Walter Stack, Mayor**  
**Town of Arnprior**

Gail Clark  
5843 Loggers Way  
Arnprior Ontario,  
K7S 3G7



Ms Maureen Spratt  
Town Clerk  
Town of Arnprior

2 February 2022

RE: Rare Disease Day, February 28 2022

To the Arnprior Town Council,

My request to the Arnprior Town Council is for a proclamation to recognize Rare Disease Day on 28 February 2022. My request is that a monument or building in Arnprior is lite with the Rare Disease colours during the day and evening of Feb 28<sup>th</sup> 2022. The colours of Rare Disease Day are blue, green, pink, and purple, as shown in the attached logo, all or any combination of colours can be used.

Rare Disease Day is a global non-profit organization, working towards equity in social opportunity, healthcare, and access to diagnosis and therapies for people living with a rare disease. Rare Disease Day takes place on the last day of February each year.

Here are a few facts about rare diseases:

- A disease is rare when it affects fewer than 1 in 2,000 people
- There are more than 6000+ known rare diseases
- 3.5 – 5.9 % of the population has a rare disease
- 72% are genetic disorders
- There are estimated 200 rare cancers

More information on rare diseases and this organization is available on their website:

<https://www.rarediseaseday.org>

Thank you for your consideration,

Gail Clark  
Mom of a son with a rare disease  
[Glclark7@gmail.com](mailto:Glclark7@gmail.com)  
613-623-3608





# SHARE YOUR COLOURS

Rare Disease Day is organised by EURORDIS-Rare Diseases Europe and 65 National alliances of patient organisations for rare diseases.





## Town of Arnprior Staff Report

**Subject:** Proclamation – 2022 Black History Month

**Report Number:** 22-02-14-05

**Report Author and Position Title:** Kaila Zamojski, Deputy Clerk

**Department:** Client Services

**Meeting Date:** February 14, 2022

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### Recommendations:

That Council proclaim February 2022 as Black History 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	Not Applicable
Section 5.2 – Request received two (2) weeks prior to event	Yes
Section 5.2.1 – Name and Address of Organization	Town of Arnprior 105 Elgin Street West, Arnprior, ON. K7S 0A8
Section 5.2.2 – Contact Person’s Name	Robin Paquette, CAO
Section 5.2.3 – Name of Proclamation and Duration	Black History Month February 2022
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 – February 2022 Black History Month

**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

## February 2022 as:

### “Black History Month”

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**Whereas** the Government of Canada is celebrating Black History Month in February, with this year’s theme being “February and Forever: Celebrating Black History today and every day;” and

**Whereas** the Province of Ontario also recognizes Black History Month and its significance in February; and

**Whereas** the Town of Arnprior understands the importance of recognizing individuals in Arnprior, both past and present, who are members of the Black community; and

**Whereas** during Black History Month, we commemorate and celebrate the many achievements and contributions made by Black Canadians, who throughout our history have shaped our country’s heritage and identity; and

**Whereas** through the month of February the Town of Arnprior has, and will continue to share information and resources pertaining to Black History Month via social media and the Town’s website, including but not limited to:

- **Week of February 1, 2022** – “[28 Moments of Black Canadian History](#)” a series presented by Ottawa based @unilateral asking when it comes to Black Canadian History, what do you know?;
- **Week of February 7, 2022** – “[Black Health and Wellness](#)” films [and online activities](#) to honour and celebrate the contributions of Black Canadians, presented by the National Film Board of Canada;

- **Week of February 14, 2022** – “[Black History Month Virtual Celebration Event on February 17<sup>th</sup>](#)” hosted by the Government of Canada – Canadian Heritage, highlighting this year’s theme, and featuring performances, tributes, and interviews;
- **Week of February 21, 2022** – “[Slavery to Freedom](#)” online information presented by Ontario Heritage Trust as well as “[5 Canadian Settlements at the end of the Underground Railroad](#)” online information presented by CBC Kids.

**Therefore** I, Walter Stack, Mayor of the Town of Arnprior, do hereby proclaim February 2022, as Black History Month in the Town of Arnprior. I encourage all residents, staff, and Members of Council to take the time to participate and utilize these shared resources, and others, to learn more about these communities, and how they continue to help shape the story of Canada.

Walter Stack, Mayor

**The Corporation of the  
Town of Arnprior**

**By-law Number 7259-22**

A by-law of the Town of Arnprior to designate certain lands in the Fairgrounds Plan of Subdivision (49M-109), 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 57 on Plan 49M-109 designated as Parts 1 and 2 on Plan 49R-19948
  - b. Block 57 on Plan 49M-109 designated as Parts 3, 4, 5 on Plan 49R-19948
  - c. Block 58 on Plan 49M-109 designated as Part 1 on Plan 49R-19942
  - d. Block 58 on Plan 49M-109 designated as Part 2 on Plan 49R-19942
  - e. Block 59 on Plan 49M-109 designated as Parts 1 and 2 on Plan 49R-19947
  - f. Block 59 on Plan 49M-109 designated as Part 3 on Plan 49R-19947
  - g. Block 60 on Plan 49M-109 designated as Part 1 on Plan 49R-19921
  - h. Block 60 on Plan 49M-109 designated as Parts 2 and 3 on Plan 49R-19921
  - i. Block 61 on Plan 49M-109 designated as Parts 1 and 2 on Plan 49R-19939
  - j. Block 61 on Plan 49M-109 designated as Part 3 on Plan 49R-19939
  - k. Block 65 on Plan 49M-109 designated as Parts 1 and 2 on Plan 49R-19946
  - l. Block 65 on Plan 49M-109 designated as Part 3 on Plan 49R-19946
  - m. Block 66 on Plan 49M-109 designated as Parts 1, 2 and 3 on Plan 49R-19943
  - n. Block 66 on Plan 49M-109 designated as Parts 4 and 5 Plan 49R-19943

- o. Block 76 on Plan 49M-109 designated as Parts 1, 2 and 3 on Plan 49R-19983
- p. Block 76 on Plan 49M-109 designated as Parts 4 and 5 on Plan 49R-19983
- q. Block 76 on Plan 49M-109 designated as Parts 6 and 7 on Plan 49R-19983
- r. Block 76 on Plan 49M-109 designated as Parts 8 and 9 on Plan 49R-19983

**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 14<sup>th</sup> day of February, 2024.

**Enacted and Passed** this 14<sup>th</sup> day of February, 2022.

**Signatures:**

Walter Stack, Mayor

Maureen Spratt, Town Clerk

The Corporation of the  
Town of Arnprior

By-law Number 7260-22

**A By-Law to appoint Koren Lam to the Committee of Adjustment / Property Standards Committee**

**Whereas** By-law No. 6905-19 appointing members to the Committee of Adjustment / Property Standards Committee for the 2018-2022 Term of Council was passed by Council on January 28, 2019; and

**Whereas** By-law No. 6905-19 states that the members of the committee who are not members of a municipal council shall hold office for the term of the council that appointed them and the members of the committee who are members of a municipal council shall be appointed annually; and

**Whereas** there exists a vacancy on the five member Committee of Adjustment / Property Standards Committee; and

**Whereas** the Council of the Corporation of the Town of Arnprior deems it advisable and expedient to appoint Koren Lam as a member of the Committee of Adjustment / Property Standards Committee.

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

1. **That** Council appoint Koren Lam a Member on the Committee of Adjustment / Property Standards Committee for the remainder of the 2018-2022 term of Council.
2. **That** any by-laws or resolutions or part of by-laws or resolutions inconsistent with the provisions of this by-law are hereby repealed.
3. **That** this By-law shall come into force and effect on the day of its passing.

**Enacted and Passed** this 14<sup>th</sup> day of February, 2022.

Walter Stack, Mayor

Maureen Spratt, Clerk

**The Corporation of the  
Town of Arnprior**

**By-law Number 7261-22**

A by-law to adopt the 2022 Operating and Capital Budget Estimates.

**Whereas** Section 290(1) of the *Municipal Act, 2001*, S.O. 2001, c. 25, provides that a local municipality shall in each year or the immediately preceding year, prepare and adopt a budget including estimates of all sums required during the year for the purposes of the municipality; and

**Whereas** notice to adopt the budget was given in accordance with the *Municipal Act, 2001*, S.O. 2001, c. 25 and the Town's Notice By-law 6639-16 by being published on the Town's website and in a newspaper at least ten (10) days in advance of the meeting at which the budget will be considered for adoption; and

**Whereas** it is deemed necessary and expedient to adopt the capital and general operating budget estimates for the Town of Arnprior for the year 2022.

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

1. **That** the 2022 Operating Budget estimates attached as Schedule A forming part of this by-law be hereby adopted, approved and authorized; and
2. **That** the 2022 Capital Budget estimates attached as Schedule B forming part of this by
3. **That** this By-law shall come into force and effect on the day of its passing.

**Enacted and passed** this 14<sup>th</sup> day of February, 2022.

**Signatures:**

Walter Stack, Mayor

Maureen Spratt, Town Clerk



## Schedule A – 2022 Operating Budget Estimates

Description	Revenues	Expenses	2022 Budget
<b>Taxation</b>			
Revenue from Taxation	\$10,374,969	\$0	\$10,374,969
Payments in Lieu of Taxation	125,000	0	125,000
<b>General Government</b>			
Council	0	223,500	(223,500)
Clerk	43,000	416,900	(373,900)
Corporate Management	188,750	1,022,700	(833,950)
Human Resources	0	120,200	(120,200)
Information Systems	24,905	263,600	(238,695)
<b>Protection to Persons &amp; Property</b>			
Fire Services	171,212	862,896	(691,684)
Police Services	0	1,704,342	(1,704,342)
Animal Services & By-Law Enforcement	38,770	102,800	(64,030)
<b>Public Works</b>			
Public Works	88,600	1,979,898	(1,891,298)
Vehicles and Equipment	647,900	262,400	385,500
Buildings	0	334,050	(334,050)
Crossing Guards	4,064	38,800	(34,736)
Cemetery	113,500	110,550	2,950
<b>Environmental Services</b>			
Waterworks	3,519,614	2,396,068	1,123,546
Wastewater	2,416,130	1,952,140	463,990
Waste Management	1,012,800	961,800	51,000
<b>Parks and Recreation</b>			
Parks	4,250	376,600	(372,350)
Marina	85,200	76,600	8,600
Programs	134,350	371,175	(236,825)
Nick Smith Centre - Programs	911,042	736,600	174,442
Nick Smith Centre - Building	0	1,260,750	(1,260,750)
<b>Community Services</b>			
Museum	48,880	202,100	(153,220)
Protection, Inspection & Control	250,000	245,370	4,630
Planning and Zoning	26,600	126,050	(99,450)
Marketing and Economic Development	19,000	221,200	(202,200)
Grants and Subsidies	3,067,331	505,051	2,562,280
To Reserves / Reserve Funds	0	6,441,727	(6,441,727)
<b>Total Operating Budget</b>	<b>\$ 23,315,867</b>	<b>\$23,315,867</b>	<b>\$0</b>

## Schedule B – 2022 Capital Budget

Capital Project	Total Project Cost	Revenue Source				Reserve / Fund Name
		Grants	Development Charges	Reserves Levy	Reserves Water/WW	
<b>Linear Infrastructure</b>						
<b>Rolling Road Rehab Program</b> - Road resurfacing, asphalt & sidewalk patches.	250,000		25,000	225,000		Capital Expenditure Reserve Fund
<b>Craig Street Reconstruction:</b> Craig Street from William St. W to Mary Street Full Recons; watermain, sewer, sidewalk (one side only)	1,600,000			800,000	800,000	CERF 50%, Water 25%, WW 25%
<b>Hugh Street Reconstruction</b> - Hugh Street from William St. W to Dead end; sewer, watermain, sidewalk (one side only)	1,800,000	1,657,466		71,267	71,267	CERF 50%, Water 25%, WW 25%
<b>TOTAL Linear Infrastructure</b>	3,650,000	1,657,466	25,000	1,096,267	871,267	
<b>Facilities</b>						
<b>WFP Roof Replacement / Repair</b> - to address a current roof leak impacting the facility.	100,000				100,000	Water Reserve
<b>Stanley Tourangeau Building</b> - To add a monitored fire alarm system to the Fire Hall.	15,000			15,000		Capital Expenditure Reserve Fund
<b>Nick Smith Centre</b> - Roof Replacement (Section 2.0, 3.0, 4.0, 5.0, 10.0)	415,000			415,000		Capital Expenditure Reserve Fund
<b>Nick Smith Centre</b> - Address repair backlog (Ammonia Room upgrade)	45,000			45,000		Capital Expenditure Reserve Fund
<b>Nick Smith Centre</b> - HVAC Replacement - RTU #1 - Section 3.0 (1993)	45,000			45,000		Capital Expenditure Reserve Fund
<b>Nick Smith Centre</b> - Pool Filtration System	60,000			60,000		Capital Expenditure Reserve Fund
<b>Nick Smith Centre</b> - Desiccant Arena A & B	330,000	330,000				
<b>TOTAL Facilities</b>	1,010,000	330,000	0	580,000	100,000	

Capital Project	Total Project Cost	Revenue Source				Reserve / Fund Name
		Grants	Development Charges	Reserves Levy	Reserves Water/WW	
<b>Machinery &amp; Equipment</b>						
<b>Hardware Upgrades</b> - Annual lifecycle replacement of IT hardware.	10,000			10,000		Capital Expenditure Reserve Fund
<b>Telephone System Upgrade</b> - replace the aging, unsupported Avaya system to improve reliability.	30,000	20,988		9,012		Capital Expenditure Reserve Fund
<b>#78 Single Axle (2009)</b> - move to Tandem	280,000			280,000		Capital Expenditure Reserve Fund
<b>Trackless Machine</b> - Additional parts (6' finish mower and turf tires) to allow for mower capabilities	10,000			10,000		Capital Expenditure Reserve Fund
<b>Robert Simpson Park Beach</b> - Mobi Mat & Chair (Accessibility)	15,000			15,000		Capital Expenditure Reserve Fund
<b>TOTAL Machinery &amp; Equipment</b>	345,000	20,988	0	324,012	0	
<b>Vehicles</b>						
<b>Vehicle New</b> - Provision for Snow Plow (Loader with plow and wing)	270,000		270,000			Development Charges
<b>Vehicle Replacement</b> -#3 Half ton (2010)	37,500			37,500		Capital Expenditure Reserve Fund
<b>Vehicle Replacement</b> - #10 Water Plant Van (2009)	35,000				35,000	Water / Wastewater Reserve Fund
<b>Vehicle Replacement</b> - Parks Truck (2011)	37,500			37,500		Capital Expenditure Reserve Fund
<b>TOTAL Vehicles</b>	380,000	0	270,000	75,000	35,000	

Capital Project	Total Project Cost	Revenue Source				Reserve / Fund Name
		Grants	Development Charges	Reserves Levy	Reserves Water/WW	
<b>Land Improvements</b>						
<b>Malloch Road Cemetery</b> - Columbaria Installation - Phase I	80,000			80,000		Cemetery Reserve
<b>Provision for Parkland</b> - Fairview Park Design	20,000		20,000			DC 100%
<b>Provision for Parkland</b> - Marshall Bay Meadows Phase I & II Design	30,000		30,000			DC 100%
<b>Waterfront Redevelopment</b> - Pathway Surfacing Improvements & Lighting (Design)	79,000		23,700	55,300		DC 30%, CERF 50%, Parkland 20%
<b>Waterfront Redevelopment</b> - Signage and Wayfinding & Interpretation Strategy	40,000		12,000	28,000		DC 30%, CERF 50%, Parkland 20%
<b>Waterfront Redevelopment</b> - Robert Simpson Park - Pedestrian Ramp to Beach (Design)	45,000		13,500	31,500		DC 30%, CERF 50%, Parkland 20%
<b>TOTAL Land Improvements</b>	294,000	0	99,200	194,800	0	
<b>Studies / Other</b>						
<b>2022 Municipal Election</b>	30,000			30,000		Election Reserve
<b>Job Evaluation &amp; Pay Equity Exercise</b> - for FT and PT employees	20,000			20,000		Capital Expenditure Reserve Fund
<b>Development Charge Update</b> - full update as current DC by-law expires in March 2023.	35,000		35,000			DC 100%
<b>Transportation / Pedestrian Master Plan</b> (with Downtown Parking Study)	75,000		56,250	18,750		DC 75%, CERF 25%
<b>Recreation Master Plan</b> - to set recreation priorities and plans for the next 10 year window.	75,000		56,250	18,750		DC 75%, CERF 25%
<b>Integrated Waste Management Plan</b> - Review of WM program	81,408	81,408				
<b>Community Risk Assessment</b> (Fire Dept) - consultant services to fulfill O.Reg 378/18 requirements	16,000			16,000		Capital Expenditure Reserve Fund
<b>TOTAL Studies / Other</b>	332,408	81,408	147,500	103,500	0	
<b>TOTAL CAPITAL</b>	6,011,408	2,089,862	541,700	2,373,579	1,006,267	

**The Corporation of the  
Town of Arnprior**

**By-law Number 7262-22**

Being a By-Law concerning Works in Progress (WIP) projects.

**Whereas** Sections 8, 9, and 11 of the *Municipal Act, 2001*, S.O. 2001, c. 25, authorize a municipality to pass by-laws necessary or desirable for municipal purposes, and in particular paragraph 3 of subsection 11(2) authorizes by-laws respecting the financial management of the municipality; and

**Whereas** implementation of capital projects often requires longer than a one-year period for substantive completion;

**Whereas** Council deems it necessary to carry forward Works in Progress (WIP) Projects from 2021 into 2022 and that the projects identified in Schedule A remain funded and active until completion.

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

1. **That** existing approved funding for the Works in Progress (WIP) Projects as listed in Schedule A shall carry forward into 2022; and
2. **That** funding for the Daniel St Signalization Design be increased by \$28,182.62 from 2021 capital surplus with 50% funded from Capital Expenditure Reserve Fund and 50% funded from Development Charges.
3. **That** upon project completion, the General Manager, Client Services/Treasurer shall return any residual capital funding to the original funding sources.
4. **That** this by-law come into force and effect on the day of it's passing.

**Enacted and passed** this 14<sup>th</sup> day of February, 2022.

**Signatures:**

Walter Stack, Mayor

Maureen Spratt, Town Clerk

## Schedule A - Capital Works-In-Progress

Capital Project	Account Code	Cost Centre	Balance
Waterfront Master Plan	2-5-7001-8900	1934	14,106.04
Network Infrastructure - Modernization	2-5-1260-8500	2039	114,474.85
Design: Craig Street Reconstruction	2-5-2000-8700	2015	35,636.14
Design: Hugh St Reconstruction	2-5-2000-8700	2103	57,137.53
River Crossing 400mm Design	2-5-4300-8700	2022	200,000.00
CBC Study / DC Update	2-5-8200-8900	2036	8,762.62
Reconstruction: Alicia Street - Phase I & II	2-5-2000-8700	2102	404,204.14
Design: Daniel St Signalization*	2-5-2350-8700	2104	99,139.68
DA Gillies - Fire Alarm & Sprinkler	2-5-7350-8400	2107	175,000.00
NSC HVAC Replacement - RTU #3	2-5-7120-8400	2111	45,000.00
Community Hall Room Divider	2-5-7120-8400	2113	20,000.00
NSC Wayfinding / Emerg Plan	2-5-7120-8400	2142	42,535.00
Pump Station #2 Comms Upgrade	2-5-4110-8400	2118	50,000.00
Council Tablet replacement	2-5-1260-8500	2119	10,000.00
Secure Access Policy	2-5-1260-8500	2121	8,000.00
Firehall Building Generator Replacement	2-5-1750-8500	2125	72,156.31
HRIS My Way & iCity Online	2-5-1250-8500	2144	14,538.75
SCADA & PLC Software	2-5-4310-8500	2145	31,845.95
Community Improvement Plan Update	2-5-8200-8900	2137	10,293.63
Affordable Housing Needs Study	2-5-8100-8900	2138	15,000.00
Transportation Needs Study	2-5-8100-8900	2139	10,000.00
Water / Wastewater Rate Study	2-5-4300-8900	2140	15,000.00
Water and Wastewater Master Plan	2-5-4300-8900	2141	200,000.00
Growth Management Strategy	2-5-8100-8900	2143	36,179.12
<b>Total Works-in-Progress</b>			<b>\$1,689,009.76</b>

\*Includes \$28,182.62 reallocation of capital surplus funds, 50% capital expenditure reserve and 50% development charges reserve to address additional project funds required.

**The Corporation of the  
Town of Arnprior**

**By-law Number 7263-22**

A by-law to repeal and replace By-law No. 7134-21, as amended, 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** these new and/or amended fees were tabled at the January 24th, 2022 Regular Meeting of Council for public review and comment; 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** Schedules A-L be repealed and replaced with new Schedules A-L, attached hereto and forming part of this by-law, setting out the user fees and charges of the Corporation of the Town of Arnprior for the activities and services enumerated therein.
2. **That** except where otherwise indicated, the fees or charges as indicated in this by-law do not include applicable taxes, which will be added to the fee or charge.
3. **That** unless otherwise stated any fees or charges set out in the by-law which are not paid when due, may be subject to late payment charges payable at the rate of 1.25% on the first day of default (15% per annum) and every 30 days thereafter on the principle amount owing.
4. **That** where all or part of a fee imposed by this by-law related to real property within the Town of Arnprior remains unpaid for more than 90 days, such fee or charge shall be added to the tax roll for the property, which is owned, in whole or in part, by the person upon whom the fee or charge is imposed and shall be collected in a like manner as municipal taxes.

5. **That** unless otherwise stated, except by legislation or regulation, all fees or charges set out in this by-law shall be non-refundable.
6. **That** payment of any fee or charge in this by-law shall be in Canadian currency.
7. **That** the Chief Administrative Officer is authorized to resolve any conflict or ambiguity regarding the interpretation or applicability of this by-law.
8. **That** a review of this by-law be undertaken annually.
9. **That** this By-law shall come into force and effect on the day of its passing.

**Enacted** and **passed** this 14<sup>th</sup> day of February 2022.

**Signatures:**

Walter Stack, Mayor

Maureen Spratt, Town Clerk



<b>Schedule A – Administration and Finance Fees</b>	
<b>Description</b>	<b>Fees</b>
<b>General Administration and Finance Fees</b>	
Photocopies (per page)	\$0.20
Commissioner of Oaths - Resident	\$10.00
Commissioner of Oaths - Non-Resident	\$35.00
Meeting Room Rental Per Hour	\$12.50
Meeting Room Rental Half Day (3.5 hours)	\$25.00
Meeting Room Rental Full Day (7 Hours)	\$50.00
Lower Level Meeting Room – Hourly Evening Rental	\$12.50
Lower Level Meeting Room – Full Evening Rental	\$25.00
Tax/Water Certificate	\$63.00
New Tax Account	\$42.00
Ownership Change	\$20.00
Dishonoured Cheques	\$25.00
<b>Merchandise</b>	
Town Merchandise (Mugs, Hats, Shirts, Pins, Jackets, Sweaters, Etc.)	Cost Recovery + 5%

<b>Schedule A – Administration and Finance Fees</b>	
<b>Description</b>	<b>Fees</b>
<b>Municipal Freedom of Information (MFOI) Requests and Routine Disclosure</b>	
MFOI Application Fee	\$5.00
MFOI Search and Preparation Time (each 15 minutes)	\$7.50
MFOI Photocopies (per page)	\$0.20
MFOI Computer Programming Time (per ½ hour)	\$30.00
MFOI external electronic media/ device – i.e. CD, USB, etc. (per device)	\$10.00
Note: MFOI Fees estimated at over \$100 require a deposit of 50% of estimate	
<b>Licensing Fees</b>	
Marriage Licence - Resident	\$125.00
Marriage Licence – Non-Resident	\$150.00
Civil Ceremony – At Town Facility During Office Hours	\$175.00
Civil Ceremony – Outside Office Hours/ Off Site	\$300.00
Civil Ceremony – Officiant Attendance at Rehearsal	\$75.00
Civil Ceremony - Mileage	As per Canada Revenue Agency
Death Registrations (Burial Licence <b>Permit</b> )	\$15.00
<b>Death Registrations (Burial Permit) after hours</b>	<b>\$60.00</b>
Lottery Licence (% of total prize value)	3%
Lottery Licence Amendments	\$10.00
Hawkers and Peddlers - Annual	\$500.00

<b>Schedule A – Administration and Finance Fees</b>	
<b>Description</b>	<b>Fees</b>
Refreshment Vehicles/ Stands and Ice Cream Bicycle/Stand and Mobile Canteen	\$750.00 per year or \$62.50 per month
Old Gold and Precious Metal Dealer Annual Licence	\$200.00
Old Gold and Precious Metal Dealer Temporary Licence (1 week)	\$100.00
Pawnbroker Annual Licence (One Time Security Deposit of \$2,000 required to be held by the Municipality as per Pawnbrokers Act)	\$250.00
Clothing Donation Drop Box Annual Licence – Not For Profit/ Charity	No Charge
Special Event Licence (Municipal Property)	\$25.00 per day or part thereof, up to maximum of \$150.00
Market Vendor – Season (May 1 <sup>st</sup> to September 30 <sup>th</sup> )	\$50.00
Market Vendor – Daily 1 to 5 <del>Sundays</del> Markets	\$15.00 per day
Market Vendor – 6 to 10 <del>Sundays</del> Markets	\$10.00 per day
Market Vendor – 11 to 20 <del>Sundays</del> Markets	\$5.00 per day
Market Rotational Community Group Booth (1 use <del>Sunday</del> )	No Charge
Market Rotational Youth Booth (1 use <del>Sunday</del> )	No Charge
Market Vendor Access to a Generator (single connection) – fee subject to adjustment by the Treasurer for commodity price increases (fuel) and related costs	\$12.50 per day
Outdoor Sidewalk Patio Café (Non-Liquor Licensed) – Full Season	\$100.00
Outdoor Sidewalk Patio Café (Liquor Licensed) – Full Season	\$3.00 per square foot with a mandatory minimum fee of

<b>Schedule A – Administration and Finance Fees</b>	
<b>Description</b>	<b>Fees</b>
	\$500.00 and up to a maximum fee of \$1,000.00
<b>Application and Other Fees</b>	
Property Standards Committee – Appeal Application	\$150.00
Business Licence Appeals Committee – Appeal Application	\$150.00
Licence Amendment/ Extension	\$25.00
Commemorative Naming Plaque, Signage, and/or purchase of Minor Asset (Bench/ Tree)	Cost Recovery + 5%
<b>Initial Backyard Chicken Licence</b>	<b>\$50.00</b>
<b>Backyard Chicken Licence Annual Renewal</b>	<b>\$25.00</b>

<b>Schedule B – Animal Control</b>	
<b>Description</b>	<b>Fees</b>
<b>Pet Tags (Cats and Dogs)</b>	
For January and February	No Charge
From March 1 <sup>st</sup> to March 31 <sup>st</sup> – Spayed or Neutered	\$25.00
From March 1 <sup>st</sup> to March 31 <sup>st</sup> – Not Spayed or Neutered	\$50.00
From April 1 <sup>st</sup> to December 31 <sup>st</sup> – Spayed or Neutered	\$50.00
From April 1 <sup>st</sup> to December 31 <sup>st</sup> – Not Spayed or Neutered	\$100.00
Replacement Tag	\$5.00
Pet Registration Mailing Fee	\$5.00

<b>Schedule C – Fire Services</b>	
<b>Description</b>	<b>Fees</b>
Fire Inspection Letter or Order, Fire Reports, Investigation Reports, Compliance Letters and Real Estate Records Search (plus MFIPPA fees where applicable)	\$100.00
Indemnification Technology – Per Fire Marque Agreement - Should the insurer pay the coverage to the property owner and/ or policy holder, the property owner and/or policy holder is liable to remit these funds to the municipality or its representative	Current Ministry of Transportation (MTO) rate per hour per vehicle + personnel costs + any additional costs for each call
Water Rescue Services	Current MTO rate per hour per vehicle + personnel costs + any additional costs for each call
Water Rescue Services – Annual Agreement Administration Charge for Participating Municipalities	\$1,000.00
Provision of Emergency Services to a Municipality where there is no agreement for services in place	(Current MTO rate per hour per vehicle + personnel costs + any additional costs for each call) multiplied by 1.5
False Alarm Fee (when there are more than 2 false alarms caused by a controllable factor within a 12 month period of time)	\$250.00
Supply and install smoke alarm, carbon monoxide alarm, and combination smoke/ carbon monoxide alarm <b>and/or batteries</b>	<b>Plug-in CO Alarms \$30</b> <b>Combination Alarms \$35</b> <b>Smoke Alarms \$10</b>

<b>Schedule D – Building Services</b>	
<b>Description</b>	<b>Fees</b>
<b>Building Fees</b>	
Minimum Permit Fee – Residential	\$90.00
Minimum Permit Fee – Commercial/ Industrial/ Institutional	\$150.00
Building Permit – Residential	\$0.95 per square foot
Building Permit – New Residential – Non Living Space	\$0.42 per square foot
Building Permit – Commercial/ Industrial/ Institutional	\$0.75 per square foot
Renovation to Residential or Commercial or Institutional or Industrial (includes finished basement area in new home)	\$0.25 per square foot
Patio Deck Permit Fee	\$55.00
Additional Inspection Fee	\$90.00
Demolition Permit – for 5000 square feet	\$90.00
Demolition Permit – for each additional 1,000 square feet	\$20.00
Conditional Permit – Regular Permit fee plus:	\$400.00
Change of Use	\$200.00
Plumbing Permit – minimum fee	\$90.00

<b>Schedule D – Building Services</b>	
<b>Description</b>	<b>Fees</b>
Plumbing Permit – per fixture	\$10.00
Revision to permit (re-examination fee)	\$250.00
Transfer of permit	\$90.00
Administrative Surcharge – regular permit fee plus:	75%
Private Sewage System	\$500.00
Occupancy Permit	No Charge
Sign Permit	\$50.00
Private Swimming Pools	\$75.00
<b>Wood Energy Technology Transfer (WETT) Inspections</b>	
For solid fuel burning appliance (includes report if compliant)	\$125.00
For 2 <sup>nd</sup> solid fuel burning appliance at the same time as 1 <sup>st</sup> appliance	\$50.00
Re-inspection of non-compliant appliance per inspection (includes report if compliant)	\$50.00
WETT Compliance Letter with existing building permit for solid fuel appliance – per appliance	\$25.00



<b>Schedule E – Planning and Economic Development</b>	
<b>Description</b>	<b>Fees</b>
<b>Planning Services Fees</b>	
Consent per new lot created, boundary adjustment or easement requested (not including retained parcel)	<b>\$1,500.00</b>
Minor Variance	<b>\$1,500.00</b>
Recirculation for Consent or Minor Variance	\$500.00
Deferral Fee for Consent or Minor Variance	\$300.00
Validation of Title	\$500.00
If Peer Review of any study is required – Peer Review Costs (\$5,000 deposit required)	Actual Costs
Zoning Amendment	<b>\$2,000.00</b>
Zoning Lifting of Holding	<b>\$1,500.00</b>
OP Amendment	<b>\$2,000.00</b>
Site Plan Applications (Fees plus Legal and Engineering Costs) (\$5,000 Deposit Required)	<b>\$2000.00</b>
Site Plan Agreement Amendment	\$550.00
Subdivision Agreement (Fees plus Legal and Engineering Costs) (\$10,000 Deposit Required)	<b>\$3000.00</b>
Subdivision Agreement Amendment	\$1,100.00
Review of Red Line changes to Draft Plan	<b>\$800.00</b>
Release of Site Plan Agreement Fee	\$300.00

<b>Schedule E – Planning and Economic Development</b>	
<b>Description</b>	<b>Fees</b>
Development Agreement	\$1,100.00
Compliance Reports	\$125.00
Deeming by-law	\$325.00
Part Lot control (per by-law) or amendment to Part Lot Control By-law for extension	\$600.00
Lifting of 0.3 m reserve – per block	\$400.00
Encroachment By-law	\$325.00
Vehicle agency letters	\$100.00
Cash-in-lieu of Parking Agreement	\$325.00
Cash-in-lieu of Parking – per parking space	\$1,600.00
Condominium Approval (Fees plus Legal and Engineering Costs) (\$10,000 Deposit Required)	\$3000.00
Condominium - Exemption	\$1,500.00
Draft Plan Approval Extension (Required Annually)	\$800.00
Purchase and Sale Process Fee for Purchase of Town-Owned Lands	\$325.00
<b>Marketing and Economic Development Fees – <del>Arnprior Life</del> Advertisements</b>	
Business Card (Size (WxH): 3.5 inch x 2 inch) <del>– 1 issue</del>	\$100.00
<del>Business Card (Size (WxH): 3.5 inch x 2 inch) – both issues booked at same time</del>	<del>\$180.00</del>

<b>Schedule E – Planning and Economic Development</b>	
<b>Description</b>	<b>Fees</b>
¼ Page (Size (WxH): 3.75 inch x 5 inch) —1 issue	\$200.00
¼ Page (Size (WxH): 3.75 inch x 5 inch) — both issues booked at same time	\$380.00
½ Page (Size (WxH): 7.5 inch x 5 inch) —1 issue	\$400.00
½ Page (Size (WxH): 7.5 inch x 5 inch) — both issues booked at same time	\$780.00
Full Page (Size (WxH): 7.5 inch x 10 inch) —1 issue	\$600.00
Full Page (Size (WxH): 7.5 inch x 10 inch) — both issues booked at same time	\$1,180.00
Cover Half Page (Colour) (Size (WxH): 7.5 inch x 5 inch) —1 issue	\$500.00
Cover Half Page (Colour) (Size (WxH): 7.5 inch x 5 inch) — both issues booked at same time	\$980.00
Cover Full Page (Colour) (Size (WxH): 7.5 inch x 10 inch) —1 issue	\$700.00
Cover Full Page (Colour) (Size (WxH): 7.5 inch x 10 inch) — both issues booked at same time	\$1,380.00
Recreation Listing (Name & Phone Number) — 1 issue	\$25.00
Recreation Listing & Description (Name, Phone Number and 30 word description) — 1 issue	\$50.00
Event sponsorship packages and alternate advertising fees will be determined by the Marketing & Economic Development Officer in consultation with the CAO to allow flexibility for other ad sizes and formats.	

<b>Schedule E – Planning and Economic Development</b>	
<b>Description</b>	<b>Fees</b>
<b>Marketing and Economic Development Fees – Arnprior Discovery Guide Advertisements</b>	
¼ Page (Size (WxH): 2.5 inch x 4 inch)	\$150.00
Banner Ad (Size (WxH): 5 inch x 2 inch)	\$200.00
½ Page (Size (WxH): 5 inch x 4 inch)	\$300.00
Full Page (Size (WxH): 5 inch x 8 inch)	\$600.00
Cover (Colour) (Size (WxH): 5 inch x 8 inch)	\$1,000.00
Coupon (Size (WxH): 5 inch x 2 inch) – must offer at least 30% savings and be valid for the entire year or season	No Charge
<b>Marketing and Economic Development Fees – Nick Smith Centre Advertising</b>	
Nick Smith Centre Wall Ad – Annual	\$250.00 (one arena) \$350.00 (both arenas)
Nick Smith Centre Rink Board Ad – Annual - includes sponsorship of one public skate (one ad), two public skates (two ads)	\$500.00 (one arena) \$650.00 (both arenas)
Nick Smith Centre Ice Surface Ad – Annual - includes sponsorship of one public skate (one ad), two public skates (two ads)	\$750.00 (one arena) \$1125.00 (both arenas)
Display Screen Ad	\$40 / month, \$400 / year

<b>Schedule E – Planning and Economic Development</b>	
<b>Description</b>	<b>Fees</b>
Pool Wall Ad - Annual	\$250
Note: Advertiser is responsible for providing the physical signage.	

<b>Schedule F – Public Works – Waste Management</b>		
<b>Description</b>	<b>Resident Fees</b>	<b>Non-Resident Fees</b>
<b>Landfill Tipping Fees</b>		
Private Passenger Vehicle – Car, Mini-van, Small SUV	\$10.00	\$20.00
Up to ¾ Ton Pick-up, Full size van, large SUV, or Single-Axle Utility Trailer	\$30.00	\$60.00
Tandem-axle Trailer (Heavy Utility Trailer)	\$95.00	\$190.00
Single-axle Truck (Maximum 5 ton capacity)	\$300.00	\$600.00
Tandem-axle Dump Truck, or Single-axle Packer (i.e. garbage truck)	\$395.00	\$790.00
Tri-axle Dump Truck, Tandem-axle Dump Truck with pup, or Tandem-axle Packer (i.e. garbage truck)	\$690.00	\$1,380.00
Tractor-trailer	\$1,200.00	\$2,400.00

<b>Schedule F – Public Works – Waste Management</b>		
<b>Description</b>	<b>Resident Fees</b>	<b>Non-Resident Fees</b>
Roll-off Box (per cubic yard capacity)	\$20.00	\$40.00
Tipping Fee (per tonne)	\$80.00	\$160.00
Compacted Waste – per tonne or 2 times standard tipping fee	\$80.00	\$160.00
Tires – no rim	No Charge	No Charge
Tires – with rim	No Charge	No Charge
Freon Evacuation (items also require a disposal fee) (i.e: air conditioner, freezer, refrigerator, dehumidifier, water coolers)	\$40.00	\$80.00
Brush (i.e. shrubs, hedges, trees, large branches (over 1.5” diameter), stumps, roots, timber, and logs)	Tipping Fees Apply	Tipping Fees Apply
Leaf and Yard Waste (i.e. plants, flowers, compost, leaves grass clippings, small branches (less than 1.5” diameter), tree/shrub trimmings)	No Charge	Tipping Fees Apply
Blue Bin Recyclables (i.e. comingled, fiber and cardboard)	No Charge	Tipping Fees Apply
Christmas Trees (Expires January 31st after the Christmas Holiday)	No Charge	Tipping Fees Apply
Bulk purchases of 500 or more bag tags for registered charities or non-profit organizations. Re-sale or bag tags is prohibited (Residents Only)	\$1.50/tag	N/A
Electronic Waste (i.e. TV’s, cell phones, printers, computer monitors, speakers)	No Charge	No Charge

<b>Schedule F – Public Works – Waste Management</b>		
<b>Description</b>	<b>Resident Fees</b>	<b>Non-Resident Fees</b>
Scrap Metals (Source Separated Metals)	No Charge	No Charge
Mattress or Boxspring (each)	Cost Recovery	2x Cost Recovery
Construction, Demolition, Renovation Waste	Cost Recovery	2x Cost Recovery
<b>Other Waste Management Fees</b>		
Requires a 'Bag Tag'	\$3.00	N/A
Recycling Blue Box Purchase – Residents Only (Note 1)	Cost Recovery	N/A
Composter Purchase – Residents Only (Note 1)	Cost Recovery	N/A
Garbage & Recycling Collection – Annual Fee (Note 2)	\$170.00	N/A
<p>Note 1: The General Manager, Client Services/Treasurer is delegated authority to adjust to fees as they pertain to Cost Recovery items listed.</p> <p>Note 2: The ratio of the annual fee that is Garbage Fee versus Recycling fee is established annually based on the current year budget and will be adjusted by the Treasurer to reflect contractual obligations*</p>		

<b>Schedule G – Public Works – Water</b>	
<b>Water Rates</b>	<b>Jan 1 - 2022</b>
Commodity charge (per cubic meter) based on water rates multiplied by water consumption	\$1.76
Service Charge per month – 5/8” meter	\$21.14
Service Charge per month – 3/4” meter	\$28.88
Service Charge per month – 1” meter	\$50.27
Service Charge per month – 1.5” meter	\$89.33
Service Charge per month – 2” meter	\$144.67
Service Charge per month – 3” meter	\$260.41
Service Charge per month – 4” meter	\$602.84
Service Charge per month – 6” meter	\$1,169.71
Service Charge per month – 8” meter	\$1,857.49
<b>Wastewater Rates</b>	<b>Jan 1 - 2022</b>
Commodity charge (per cubic meter) based on water rates multiplied by water consumption	\$1.20
Service Charge per month – 5/8” meter	\$13.98
Service Charge per month – 3/4” meter	\$19.11



<b>Schedule G – Public Works – Water</b>	
Service Charge per month – 1” meter	\$33.26
Service Charge per month – 1.5” meter	\$59.09
Service Charge per month – 2” meter	\$95.71
Service Charge per month – 3” meter	\$172.27
Service Charge per month – 4” meter	\$398.80
Service Charge per month – 6” meter	\$773.81
Service Charge per month – 8” meter	\$1,228.80

<b>Schedule G – Public Works – Water Continued</b>	
<b>Description</b>	<b>Fee</b>
<b>Water/ Sewer Service Installation – Residential (main to property line to 30 feet)</b>	
Standard 5" Sanitary Service, Standard 4" Storm Service and 3/4" Water Service	Actual Cost
<b>Oversized Residential</b>	
Installation of sanitary sewers, storm sewers and water lines to property lines	Actual Cost
Material, labour and machine costs for all installations	Actual Cost
<b>Water/ Sewer Service Installation – Commercial</b>	
Material, labour and machine costs for all installations	Actual Costs
<b>Water Meter and Related Appurtenance</b>	
New Water Meters	Actual cost
Replacement of Damaged Meters	Cost + 10%
Meter pit (excluding meter)	Cost + 10%
Relocation of Water Meter	Actual cost
Water Meter Accuracy Testing Deposit (for each test)	\$45.00
Water Disconnection Charge (For Delinquent Accounts Only)	\$75.00
Water Connection Charge (For Delinquent Accounts Only)	\$75.00

<b>Schedule G – Public Works – Water Continued</b>	
<b>Description</b>	<b>Fee</b>
<b>Bulk Water</b>	
Annual Registration Fee	\$100.00
Bulk Water Consumption Rate (per cubic meter) - Resident Rate	\$3.96
Bulk Water Consumption Rate (per cubic meter) - Non-Resident Rate	\$5.94

<b>Schedule H – Public Works - Cemeteries</b>			
<b>Description</b>	<b>2022 Rate</b>		
	<b>Lot</b>	<b>Care and Maintenance</b>	<b>Total</b>
<b>Sale of Plots – Resident Rate</b>			
1 Grave Plot	\$765.00	\$510.00	\$1,275.00
2 Grave Plot	\$1,530.00	\$1,020.00	\$2,550.00
3 Grave Plot	\$2,295.00	\$1,530.00	\$3,825.00
4 Grave Plot	\$3,060.00	\$2,040.00	\$5,100.00
Cremation Plot	\$520.00	\$346.00	\$866.00
<b>Sale of Plots – Non-Resident Rate</b>			
1 Grave Plot	\$1,147.50	\$765.00	\$1,912.50
2 Grave Plot	\$2,295.00	\$1,530.00	\$3,825.00
3 Grave Plot	\$3,442.50	\$2,295.00	\$5,737.50
4 Grave Plot	\$4,590.00	\$3,060.00	\$7,650.00
Cremation Plot	\$780.00	\$519.00	\$1,299.00

<b>Schedule H – Public Works - Cemeteries</b>			
<b>Description</b>	<b>2022 Rate</b>		
	<b>Lot</b>	<b>Care and Maintenance</b>	<b>Total</b>
<b>Sale of Columbaria Niches – Resident Rate</b>			
Level A Niche	\$1,381.25	\$243.75	\$1,625.00
Level B Niche	\$1,228.25	\$216.75	\$1,445.00
Level C Niche	\$1,075.25	\$189.75	\$1,265.00
Level D Niche	\$922.25	\$162.75	\$1,085.00
<b>Sale of Columbaria Niches – Non-Resident Rate</b>			
Level A Niche	\$2,071.50	\$366.00	\$2,437.50
Level B Niche	\$1,841.50	\$326.00	\$2,167.50
Level C Niche	\$1,612.50	\$285.00	\$1,897.50
Level D Niche	\$1,382.50	\$245.00	\$1,627.50

<b>Schedule H – Public Works – Cemeteries Continued</b>		
<b>Description</b>	<b>2022 Fee</b>	
<b>Interment Charges</b>		
Earth Burial - Adult (12+ Years)	\$775.00	
Earth Burial - Child (1 to 12 Years)	\$435.00	
Earth Burial - Infant (0 to 1 Year)	\$387.00	
Earth Burial - Cremated Remains	\$395.00	
Niche Opening/Closing	\$175.00	
<b>Disinterment Charges</b>	<b>Earth Burial</b>	<b>Cremation / Niche</b>
Disinterment and reburial in the same location/ removal from the cemetery	\$901.00	\$450.00
Disinterment and reburial in another location in the same cemetery	\$1,113.00	\$558.00
Disinterment and reburial in another Arnprior Municipal cemetery	\$1,325.00	\$663.00

<b>Schedule H – Public Works – Cemeteries Continued</b>	
<b>Description</b>	<b>Fee</b>
<b>Additional Cemetery Charges</b>	
Plot Transfer / Administration Fee	\$100.00
Vaults or Outer Shells	\$123.00
Weekend/Holidays Interments	\$300.00
Double Depth (Where Possible)	\$300.00
Niche Lettering/ per Door	\$150.00
Niche Door Delivery/Pick-Up Charge	\$50.00
Future Niche Lettering Fee (i.e. DOD Date)	\$50.00
Staking Fee for Monument and Marker Installations	\$40.00
<b>Monument Care and Maintenance Fees</b>	
Flat Marker (under/or 439.42 sq. cm (173 sq. in.))	No Charge
Flat Marker (over 439.42 sq. cm (173 sq. in.))	\$100.00
Upright Marker (up to 1.22 meters (4ft.) or less in height)	\$200.00
Upright Marker (over 1.22 meters (4ft.) or more in height)	\$400.00

<b>Schedule I – Public Works – Equipment and Other Charges</b>	
<b>Description</b>	<b>Fee</b>
<b>Road Cut Permit Fees</b>	
Permit Fee	\$20.00
Inspection Fee	\$55.00
Sewer Camera Services Fee	\$100.00
Internal Equipment Rate	Rates as per current Ontario Provincial Standards (OPSS) internal rate schedule
External Equipment Rate	Rates as per current OPSS external rate schedule



<b>Schedule J – Public Works – Sewage Charges</b>	
<b>Description</b>	<b>Fee</b>
Hauled Waste Fees – Annual Permit Fee	\$285.00
Hauled Waste Fees – Annual Permit Revision Fee (per revision)	\$165.00
Disposal Fees – Hauled Liquid Waste (in accordance with Section 6 of Bylaw 6227-13 as amended) – (per cubic meter)	\$3.60
Discharge Fees – Biochemical Oxygen Demand – (per kg)	\$1.66
Discharge Fees – Suspended Solids – (per kg)	\$0.88
Discharge Fees – Phenolic Compounds – (per kg)	\$1.66
Discharge Fees – Kjeldahl Nitrogen – (per kg)	\$6.60
Discharge Fees – Phosphorous – (per kg)	\$2.66
Discharge Fees – Uncontaminated water from a source other than the municipal distribution – (per cubic metre)	\$2.37
Administration Fees – Temporary Discharge Agreement Fee (Fees plus Legal and Engineering Costs -\$5,000 Deposit Required)	\$1,107.00
Administration Fees – Sanitary Sewer Agreement Fee (Fees plus Legal and Engineering Costs - \$5,000 Deposit Required)	\$788.00
Administration Fees – Sanitary Sewer Agreement Revision Fee (Fees plus Legal and Engineering Costs - \$5,000 Deposit Required)	\$118.00

<b>Schedule J – Public Works – Sewage Charges</b>	
<b>Description</b>	<b>Fee</b>
Administration Fees – Compliance Program Fee (Fees plus Legal and Engineering Costs - \$5,000 Deposit Required)	\$1,107.00
Administration Fees – Compliance Program Revision Fee (Fees plus Legal and Engineering Costs - \$5,000 Deposit Required)	\$238.00

<b>Schedule K – Recreation – Facility Usage</b>	
<b>Description</b>	<b>Fee</b>
<b>Arena – Seasonal Contract &amp; Casual Rental Hourly Ice Rates</b>	
Junior A Packers	<b>\$170.00</b>
Winter Prime Time & All Summer Ice – Resident, Adults	\$175.00
Winter Prime Time & All Summer Ice – Resident, Minors & Seniors	\$130.00
Winter Prime Time & All Summer Ice – Non-Resident, Adults	<b>\$262.50</b>
Winter Prime Time & All Summer Ice – Non-Resident, Minors	<b>\$195.00</b>
Winter Non- Prime – Resident, Adults	\$147.00
Winter Non- Prime – Resident, Minors & Seniors	\$105.00
Winter Non- Prime – Non-Resident, Adults	<b>\$220.50</b>
Winter Non- Prime – Non-Resident, Minors & Seniors	<b>\$157.50</b>
Winter Early Morning Ice (pre 8:30 a.m.)	\$85.00
Ice Discounts	
Last Minute (within 72 hours of rental, not applicable on Early Morning Ice)	30%
<b>Late Ice (11:00 pm to midnight)</b>	<b>50%</b>
Tournament Rates – Ice (Daily) – Resident, Adults	\$1,750.00
Tournament Rates – Ice (Daily) – Resident, Minors & Seniors	\$1,300.00

<b>Schedule K – Recreation – Facility Usage</b>	
<b>Description</b>	<b>Fee</b>
Tournament Rates – Ice (Daily) – Non-Resident, Adults	<b>\$2,625.00</b>
Tournament Rates – Ice (Daily) – Non-Resident, Minors & Seniors	<b>\$1,950.00</b>
<b>Slab Rental</b>	
Hourly Rate (Community Groups or Leagues; No Set Up)	\$62.50
Daily Rate – Resident	\$625.00
Daily Rate – Non-Resident	\$812.50
Set-up / Tear Down - Daily Rate	Cost Recovery
Hydro Fees and Set Up - Daily Rate	Cost Recovery
Electrical Fees - Inside & Outside Panel Per Event	Cost Recovery
<b>Public Skating</b>	
Public Skating – Adult (16-60 Years)	\$3.00
Public Skating – Children (0-15 Years)	\$2.50
Public Skating – Seniors (60+ Years)	\$2.50
<b>Shinny Hockey</b>	
Shinny Hockey – Hourly Rate Per Person (16 Years & Over)	\$5.00

<b>Schedule K – Recreation – Facility Usage</b>	
<b>Description</b>	<b>Fee</b>
Jr. Shiny Hockey – Hourly Rate Per Person (15 Years & Under)	\$4.00
<b>Nick Smith Centre Community Hall</b>	
Hall Rental Fee - Hourly Rate	\$40.00
Set Up/Tear Down Fee - Hourly Rate (Applied to any setup that is beyond setup of tables and chairs)	\$25.00
Hall Rental Fee - Daily Rate	\$350.00
Hall Rental Fee with Bar Services - Daily Rate	\$450.00
<b>Hall Rental Fee with Bar Services – Hourly Rate</b>	<b>\$100.00 (min 3 hour)</b>
Security and Damage Deposit – Daily (Fee to secure rental and is fully refunded barring damages)	\$200.00
<b>Swimming Pool Rental – Recreation Swim Per Hour</b>	
Basic Fee – Resident	\$81.00
Basic Fee – Non-Resident	\$121.50
Staff Fee – Per Guard	\$29.50
<b>Swimming Pool Rental – Instructional Swim Rental Per Hour</b>	
Basic Fee – Resident	\$172.00

<b>Schedule K – Recreation – Facility Usage</b>	
<b>Description</b>	<b>Fee</b>
Basic Fee – Non-Resident	\$258.00
Staff (1:10 Ratio) – Maximum Fee	\$35.00
Basic Fee – Club Rentals	\$68.50
<b>Swimming Pool Rental – School Rentals Per Hour</b>	
Basic Fee (Includes 1 Staff)	\$97.00
Staff (1:10 Ratio)	\$29.50
<b>Lock Rentals Per Hour</b>	
Lock Rental (Single Day Only)	\$1.00 (\$5.00 rental fee; \$4.00 rebate upon lock return)
<b>Swimming Lessons</b>	
Children’s Lessons – Aquatots – Resident (1-2 Children)	\$100.00
Children’s Lessons – Aquatots – Resident (3 Children)	\$85.00
Children’s Lessons – Aquatots – Resident (4 Children)	\$80.00
Children’s Lessons – Aquatots – Resident (5+ Children)	\$75.00
Children’s Lessons – Aquatots – Non-Resident (1-2 Children)	\$150.00
Children’s Lessons – Aquatots – Non-Resident (3 Children)	\$127.50
Children’s Lessons – Aquatots – Non-Resident (4 Children)	\$120.00

<b>Schedule K – Recreation – Facility Usage</b>	
<b>Description</b>	<b>Fee</b>
Children's Lessons – Aquatots – Non-Resident (5+ Children)	\$112.50
Children's Lessons – Levels 1-10 – Arnprior (1-2 Children)	\$100.00
Children's Lessons – Levels 1-10 – Arnprior (3 Children)	\$85.00
Children's Lessons – Levels 1-10 – Arnprior (4 Children)	\$80.00
Children's Lessons – Levels 1-10 – Arnprior (5+ Children)	\$75.00
Children's Lessons – Levels 1-10 – Non-Resident (1-2 Children)	\$150.00
Children's Lessons – Levels 1-10 – Non-Resident (3 Children)	\$127.50
Children's Lessons – Levels 1-10 – Non-Resident (4 Children)	\$120.00
Children's Lessons – Levels 1-10 – Non-Resident (5+ Children)	\$112.50
Children's Lessons – Small Group Rates – Resident	\$128.00
Children's Lessons – Small Group Rates – Non-Resident	\$192.00
Children's Lessons – Semi Private Lessons – Resident	\$154.00
Children's Lessons – Semi Private Lessons – Non-Resident	\$231.00
Children's Lessons – Individual Private Lessons – Resident	\$190.00
Children's Lessons – Individual Private Lessons – Non-Resident	\$285.00
Adult Lessons – Resident	\$116.00
Adult Lessons – Non-Resident	\$174.00
Adult Lessons – Per Class – Resident	\$10.00

<b>Schedule K – Recreation – Facility Usage</b>	
<b>Description</b>	<b>Fee</b>
Adult Lessons – Per Class – Non-Resident	\$15.00
Aquafit – Full Session (30 Classes) – Resident	\$191.50
Aquafit – Full Session (30 Classes) – Non-Resident	\$287.00
Aquafit – Punch Card – 10 Classes – Resident	\$85.00
Aquafit – Punch Card – 10 Classes – Non-Resident	\$127.50
Aquafit – Drop In Cost Per Class	\$15.00
<b>Public Swimming</b>	
Public Swim Admission – Under 2 Years	No Charge
Public Swim Admission – Children (Under 16 Years)	\$3.25
Public Swim Admission – Adults (16+ Years)	\$4.25
Public Swim Admission – Seniors (60+ Years)	\$3.25
<b>Seasonal Aquatic Programming</b>	
Aquatic Fitness/ Therapeutic Classes – Per Class (Fee Varies Per Program – See Nick Smith Centre for Details & Specific Program Pricing)	\$6.00- \$10.00



<b>Schedule K – Recreation – Facility Usage</b>	
<b>Description</b>	<b>Fee</b>
<b>Memberships</b>	
Public Swim Membership – Family – 6 Months – Resident	\$338.00
Public Swim Membership – Family – 1 Year – Resident	\$501.50
Public Swim Membership – Family – 6 Months – Non-Resident	507.00
Public Swim Membership – Family – 1 Year – Non-Resident	\$752.00
Public Swim Membership – Adult (16+ Years) – 6 Months – Resident	\$176.00
Public Swim Membership – Adult (16+ Years) – 1 Year– Resident	\$262.00
Public Swim Membership – Adult (16+ Years) – 6 Months – Non-Resident	\$264.00
Public Swim Membership – Adult (16+ Years) – 1 Year – Non-Resident	\$393.00
Public Swim Membership – Child (15 & Under) –6 Months – Resident	\$146.50
Public Swim Membership – Child (15 & Under) –1 Year – Resident	\$210.00
Public Swim Membership –Child (15 & Under) – 6 Months – Out of Town	\$219.50
Public Swim Membership – Child (15 & Under) –1 Year – Non-Resident	\$315.00
Public Swim Membership – Senior (60+ Years) – 6 Months – Resident	\$94.50
Public Swim Membership – Senior (60+ Years) – 1 Year – Resident	\$138.50

<b>Schedule K – Recreation – Facility Usage</b>	
<b>Description</b>	<b>Fee</b>
Public Swim Membership – Senior (60+ Years) – 6 Months – Non-Resident	\$142.00
Public Swim Membership – Senior (60+ Years) – 1 Year – Non-Resident	\$207.50
<b>Robert Simpson Park</b>	
Use of Gazebo Only – Resident (4 Hours, includes access to power box)	\$93.50
Use of Gazebo Only – Non-Resident (4 Hours, includes access to power box)	\$122.00
Use of Gazebo Per Hour, Beyond 4 Hours (includes access to power box)	\$25.00
Use of Gazebo – Resident (4 Hours, including chairs, tables, sound system, set up & tear down)	\$443.00
Use of Gazebo – Non-Resident (4 Hours, including chairs, tables, sound system, set up & tear down)	\$576.00
Licensed Event	Negotiated Rate
<b>Ball Diamonds</b>	
Adult Leagues – per hour	\$22.50
Minor Leagues – Recreation Affiliates – per hour	\$15.00
Minor Tournaments – per Day/per Diamond	\$152.00
Minor Tournaments – Friday-Sunday /per Diamond	\$228.00

<b>Schedule K – Recreation – Facility Usage</b>	
<b>Description</b>	<b>Fee</b>
Adult Tournaments – per Day/per Diamond	\$223.00
Adult Tournaments – Friday-Sunday /per Diamond	\$334.00
<b>Marina</b>	
Slip Rental for the season (per foot) - Resident	\$32.50
Slip Rental for the season (per foot) – Non Resident	\$45.50
Slip Rental for the month (per foot) - Resident	\$17.00
Slip Rental for the month (per foot) – Non Resident	\$23.80
Daily Docking	\$15.00
Daily Docking – Non Resident	\$21.00
Refundable Key Deposit	\$25.00
Daily Launch	\$10.00
Seasonal Launch Pass	\$100.00
<b>Birthday Parties</b>	
Birthday Party: 1 hr swim	\$140.00
Birthday Party: 1 hr private skating	\$130.00

### Schedule K – Recreation – Facility Usage

Description	Fee
Birthday Party: 1hr community hall	\$40.00
Birthday Party: 1hr pool + 2hr community hall	\$200.00
Birthday Party: 1hr ice + 2hr community hall	\$190.00
Customized packages may be arranged. For booking please call at least 14 days in advance.	
<b>Recreational Programming</b>	
Recreation program fees and lending hub rates are variable and set by the GMCS/Treasurer in consultation with the Director of Recreation based on forecasted revenues/ expenses and the annual Council approved operating budget.	

### Schedule L – Museum Services

Description	Fee
Admission Fee	By Donation
School Groups Admission – Per Person	<b>\$3.00</b>
Photocopy of Archived Picture or Document	\$25.00
Children's Programming	<b>\$12.00 / session</b>

<b>Schedule L – Museum Services</b>	
<b>Description</b>	<b>Fee</b>
Reception Venue Rental	\$250.00
Special Event Venue Rental / Per Hour	\$50.00
Set Up/Tear Down Fee - Hourly Rate	\$25.00
Special Event Damage Deposit	\$200.00

**The Corporation of the  
Town of Arnprior**

**By-law Number 7264-22**

A by-law to authorize the use of alternative voting methods (internet and telephone) in the 2022 Arnprior Municipal and School Board Elections

**Whereas** pursuant to section 42 of the Municipal Elections Act, S.O. 1996 provides that a municipal council may pass by-laws authorizing the use of voting and vote-counting equipment and electors to use an alternative voting method that does not require electors to attend at a voting place to vote; and

**Whereas** Council deems it expedient and necessary to employ Internet and Telephone Voting for the 2022 Municipal and School Board Election;

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

1. **That** the use of electronic voting by Internet and Telephone as an alternative voting method is hereby authorized in respect of the municipal and school board elections to be held in 2022 for Advance Voting Days and Voting Day, in the Town of Arnprior, pursuant to the provisions of the Municipal Election Act.
2. **That** the Municipal Clerk/Returning Officer shall establish procedures and required forms for the alternative voting methods in accordance with Section 3 of the Municipal Elections Act.
3. **That** the counting of ballots by electronic methods, in keeping with the voting method, is hereby authorized.
4. **That** the CAO is authorized to enter into agreements with selected vendors necessary for the election.
5. **That** this by-law shall come into force and effect on the day of its passing.

**Enacted and passed** this 14<sup>th</sup> day of February, 2022.

**Signatures:**

Walter Stack, Mayor

Maureen Spratt, Town Clerk

**The Corporation of the  
Town of Arnprior**

**By-law Number 7265-22**

A by-law to authorize an Agreement with Her Majesty the Queen in right of Ontario as represented by the Minister of Municipal Affairs and Housing (MMAH) for funding under the Ontario Transfer Payment Agreement

**Whereas** subsection 5(3) of the Municipal Act, 2001, S.O. 2001, c. 25, as amended, provides that a municipal power shall be exercised by by-law; and

**Whereas** section 9 of the Municipal Act, 2001 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** the Town of Arnprior was successful in their grant application under the Municipal Modernization Grant Intake 3 for the completion of an integrated waste management plan;

**Whereas** the Council of the Corporation of the Town of Arnprior deems it desirable to enter into this Agreement with Her Majesty The Queen In Right Of Ontario, as represented by the Minister of Municipal Affairs and Housing (MMAH) for funding under the Ontario Transfer Payment Agreement to the Corporation of the Town of Arnprior with funding up to \$81,408 for an Integrated Waste Management Plan.

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

- 1. That** the Mayor and Clerk are hereby authorized to execute the Agreement with Her Majesty The Queen In Right Of Ontario, as represented by the Minister of Municipal Affairs and Housing (MMAH) for funding under the Ontario Transfer Payment Agreement with respect to an Integrated Waste Management Plan, attached hereto as Schedule 1 and forming part of this by-law.
- 2. That** this by-law shall come into force and effect on the day of its passing.

**Enacted and passed** this 14<sup>th</sup> day of February, 2022.

**Signatures:**

Walter Stack, Mayor

Maureen Spratt, Town Clerk

## ONTARIO TRANSFER PAYMENT AGREEMENT

THE AGREEMENT is effective as of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

### B E T W E E N :

**Her Majesty the Queen in right of Ontario  
as represented by the Minister of Municipal Affairs and  
Housing**

(the “Province”)

- and -

**The Corporation of the Town of Arnprior**

(the “Recipient”)

### CONSIDERATION

In consideration of the mutual covenants and agreements contained in the Agreement and for other good and valuable consideration, the receipt and sufficiency of which are expressly acknowledged, the Province and the Recipient agree as follows:

#### 1.0 ENTIRE AGREEMENT

1.1 **Schedules to the Agreement.** The following schedules form part of the Agreement:

- Schedule “A” - General Terms and Conditions
- Schedule “B” - Project Specific Information and Additional Provisions
- Schedule “C” - Project
- Schedule “D” - Budget
- Schedule “E” - Payment Plan
- Schedule “F” - Reports.

1.2 **Entire Agreement.** The Agreement constitutes the entire agreement between the Parties with respect to the subject matter contained in the Agreement and supersedes all prior oral or written representations and agreements.



## **2.0 CONFLICT OR INCONSISTENCY**

2.1 **Conflict or Inconsistency.** In the event of a conflict or inconsistency between the Additional Provisions and the provisions in Schedule “A”, the following rules will apply:

- (a) the Parties will interpret any Additional Provisions in so far as possible, in a way that preserves the intention of the Parties as expressed in Schedule “A”; and
- (b) where it is not possible to interpret the Additional Provisions in a way that is consistent with the provisions in Schedule “A”, the Additional Provisions will prevail over the provisions in Schedule “A” to the extent of the inconsistency.

## **3.0 COUNTERPARTS**

3.1 **One and the Same Agreement.** The Agreement may be executed in any number of counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

## **4.0 AMENDING THE AGREEMENT**

4.1 **Amending the Agreement.** The Agreement may only be amended by a written agreement duly executed by the Parties.

## **5.0 ACKNOWLEDGEMENT**

5.1 **Acknowledgement.** The Recipient acknowledges that:

- (a) the Funds are to assist the Recipient to carry out the Project and not to provide goods or services to the Province;
- (b) the Province is not responsible for carrying out the Project; and
- (c) the Province is bound by the *Freedom of Information and Protection of Privacy Act* (Ontario) and that any information provided to the Province in connection with the Project or otherwise in connection with the Agreement may be subject to disclosure in accordance with that Act.

**- SIGNATURE PAGE FOLLOWS -**

The Parties have executed the Agreement on the dates set out below.

**HER MAJESTY THE QUEEN IN RIGHT OF  
ONTARIO as represented by the Minister of  
Municipal Affairs and Housing**

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name: The Honourable Steve Clark  
Title: Minister of Municipal Affairs and Housing

**The Corporation of the Town of Arnprior**

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name:  
Title:

I have authority to bind the Recipient.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name:  
Title:

I have authority to bind the Recipient.

**SCHEDULE "A"**  
**GENERAL TERMS AND CONDITIONS**

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**A1.0 INTERPRETATION AND DEFINITIONS**

A1.1 **Interpretation.** For the purposes of interpretation:

- (a) words in the singular include the plural and vice-versa;
- (b) words in one gender include all genders;
- (c) the headings do not form part of the Agreement; they are for reference only and will not affect the interpretation of the Agreement;
- (d) any reference to dollars or currency will be in Canadian dollars and currency; and
- (e) "include", "includes" and "including" denote that the subsequent list is not exhaustive.

A1.2 **Definitions.** In the Agreement, the following terms will have the following meanings:

**"Additional Provisions"** means the terms and conditions set out in Schedule "B".

**"Agreement"** means this agreement entered into between the Province and the Recipient, all of the schedules listed in section 1.1, and any amending agreement entered into pursuant to section 4.1.

**"Budget"** means the budget attached to the Agreement as Schedule "D".

**"Business Day"** means any working day, Monday to Friday inclusive, excluding statutory and other holidays, namely: New Year's Day; Family Day; Good Friday; Easter Monday; Victoria Day; Canada Day; Civic Holiday; Labour Day; Thanksgiving Day; Remembrance Day; Christmas Day; Boxing Day and any other day on which the Province has elected to be closed for business.

**"Effective Date"** means the date set out at the top of the Agreement.

**"Event of Default"** has the meaning ascribed to it in section A12.1.

**"Expiry Date"** means the expiry date set out in Schedule "B".

**"Funding Year"** means:

- (a) in the case of the first Funding Year, the period commencing on the

Effective Date and ending on the following March 31; and

- (b) in the case of Funding Years subsequent to the first Funding Year, the period commencing on April 1 following the end of the previous Funding Year and ending on the following March 31 or the Expiry Date, whichever is first.

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

**“Indemnified Parties”** means Her Majesty the Queen in right of Ontario, and includes Her ministers, agents, appointees, and employees.

**“Loss”** means any cause of action, liability, loss, cost, damage, or expense (including legal, expert and consultant fees) that anyone incurs or sustains as a result of or in connection with the Project or any other part of the Agreement.

**“Maximum Funds”** means the maximum set out in Schedule “B”.

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

**“Notice Period”** means the period of time within which the Recipient is required to remedy an Event of Default pursuant to section A12.3(b), and includes any such period or periods of time by which the Province extends that time in accordance with section A12.4.

**“Parties”** means the Province and the Recipient.

**“Party”** means either the Province or the Recipient.

**“Proceeding”** means any action, claim, demand, lawsuit, or other proceeding that anyone makes, brings or prosecutes as a result of or in connection with the Project or with any other part of the Agreement.

**“Project”** means the undertaking described in Schedule “C”.

**“Records Review”** means any assessment the Province conducts pursuant to section A7.4.

**“Reports”** means the reports described in Schedule “F”.

## **A2.0 REPRESENTATIONS, WARRANTIES, AND COVENANTS**

**A2.1 General.** The Recipient represents, warrants, and covenants that:

- (a) it has, and will continue to have, the experience and expertise necessary to carry out the Project;
- (b) it is in compliance with, and will continue to comply with, all federal and provincial laws and regulations, all municipal by-laws, and any other orders, rules, and by-laws related to any aspect of the Project, the Funds, or both; and
- (c) unless otherwise provided for in the Agreement, any information the Recipient provided to the Province in support of its request for funds (including information relating to any eligibility requirements) was true and complete at the time the Recipient provided it and will continue to be true and complete.

**A2.2 Execution of Agreement.** The Recipient represents and warrants that it has:

- (a) the full power and authority to enter into the Agreement; and
- (b) taken all necessary actions to authorize the execution of the Agreement, including passing a municipal by-law authorizing the Recipient to enter into the Agreement.

**A2.3 Governance.** The Recipient represents, warrants, and covenants that it has, will maintain in writing, and will follow:

- (a) procedures to enable the Recipient to manage Funds prudently and effectively;
- (b) procedures to enable the Recipient to complete the Project successfully;
- (c) procedures to enable the Recipient to identify risks to the completion of the Project and strategies to address the identified risks, all in a timely manner;
- (d) procedures to enable the preparation and submission of all Reports required pursuant to Article A7.0; and
- (e) procedures to enable the Recipient to address such other matters as the Recipient considers necessary to enable the Recipient to carry out its obligations under the Agreement.

**A2.4 Supporting Proof.** Upon the request of the Province, the Recipient will provide the Province with proof of the matters referred to in Article A2.0.

**A3.0 TERM OF THE AGREEMENT**

A3.1 **Term.** The term of the Agreement will commence on the Effective Date and will expire on the Expiry Date unless terminated earlier pursuant to Article A11.0 or Article A12.0.

**A4.0 FUNDS AND CARRYING OUT THE PROJECT**

A4.1 **Funds Provided.** The Province will:

- (a) provide the Recipient up to the Maximum Funds for the purpose of carrying out the Project;
- (b) provide the Funds to the Recipient in accordance with the payment plan attached to the Agreement as Schedule “E”; and
- (c) deposit the Funds into an account the Recipient designates provided that the account:
  - (i) resides at a Canadian financial institution; and
  - (ii) is in the name of the Recipient.

A4.2 **Limitation on Payment of Funds.** Despite section A4.1:

- (a) the Province is not obligated to provide any Funds to the Recipient until the Recipient provides evidence satisfactory to the Province that the Recipient’s council has authorized the execution of this Agreement by the Recipient by municipal by-law;
- (b) the Province is not obligated to provide any Funds to the Recipient until the Recipient provides the certificates of insurance or other proof as the Province may request pursuant to section A10.2;
- (c) the Province is not obligated to provide instalments of Funds until it is satisfied with the progress of the Project; and
- (d) the Province may adjust the amount of Funds it provides to the Recipient in any Funding Year based upon the Province’s assessment of the information the Recipient provides to the Province pursuant to section A7.2.

A4.3 **Use of Funds and Carry Out the Project.** The Recipient will do all of the following:

- (a) carry out the Project in accordance with the Agreement;

- (b) use the Funds only for the purpose of carrying out the Project;
- (c) spend the Funds only in accordance with the Budget;
- (d) not use the Funds to cover any cost that has or will be funded or reimbursed by one or more of any third party, ministry, agency, or organization of the Government of Ontario.

**A4.4 Interest Bearing Account.** If the Province provides Funds before the Recipient's immediate need for the Funds, the Recipient will place the Funds in an interest bearing account in the name of the Recipient at a Canadian financial institution.

**A4.5 Interest.** If the Recipient earns any interest on the Funds, the Province may do either or both of the following:

- (a) deduct an amount equal to the interest from any further instalments of Funds;
- (b) demand from the Recipient the payment of an amount equal to the interest.

**A4.6 Rebates, Credits, and Refunds.** The Province will calculate Funds based on the actual costs to the Recipient to carry out the Project, less any costs (including taxes) for which the Recipient has received, will receive, or is eligible to receive, a rebate, credit, or refund.

#### **A5.0 RECIPIENT'S ACQUISITION OF GOODS OR SERVICES, AND DISPOSAL OF ASSETS**

**A5.1 Acquisition.** If the Recipient acquires goods, services, or both with the Funds, it will do so through a process that promotes the best value for money.

**A5.2 Disposal.** The Recipient will not, without the Province's prior consent, sell, lease, or otherwise dispose of any asset purchased or created with the Funds or for which Funds were provided, the cost of which exceeded the amount as provided for in Schedule "B" at the time of purchase.

#### **A6.0 CONFLICT OF INTEREST**

**A6.1 Conflict of Interest Includes.** For the purposes of Article A6.0, a conflict of interest includes any circumstances where:

- (a) the Recipient; or
- (b) any person who has the capacity to influence the Recipient's decisions,

has outside commitments, relationships, or financial interests that could, or could be seen by a reasonable person to, interfere with the Recipient's objective, unbiased, and impartial judgment relating to the Project, the use of the Funds, or both.

**A6.2 No Conflict of Interest.** The Recipient will carry out the Project and use the Funds without an actual, potential, or perceived conflict of interest unless:

- (a) the Recipient:
  - (i) provides Notice to the Province disclosing the details of the actual, potential, or perceived conflict of interest;
  - (ii) requests the consent of the Province to carry out the Project with an actual, potential, or perceived conflict of interest;
- (b) the Province provides its consent to the Recipient carrying out the Project with an actual, potential, or perceived conflict of interest; and
- (c) the Recipient complies with any terms and conditions the Province may prescribe in its consent.

## **A7.0 REPORTS, ACCOUNTING, AND REVIEW**

**A7.1 Province Includes.** For the purposes of sections A7.4, A7.5 and A7.6, "**Province**" includes any auditor or representative the Province may identify.

**A7.2 Preparation and Submission.** The Recipient will:

- (a) submit to the Province at the address referred to in section A17.1:
  - (i) all Reports in accordance with the timelines and content requirements as provided for in Schedule "F";
  - (ii) any other reports in accordance with any timelines and content requirements the Province may specify from time to time;
- (b) ensure that all Reports and other reports are:
  - (i) completed to the satisfaction of the Province; and
  - (i) signed by an authorized signing officer of the Recipient.

**A7.3 Record Maintenance.** The Recipient will keep and maintain for a period of seven years from their creation:



- (a) all financial records (including invoices and evidence of payment) relating to the Funds or otherwise to the Project in a manner consistent with either international financial reporting standards or generally accepted accounting principles or any other accounting principles that apply to the Recipient; and
- (b) all non-financial records and documents relating to the Funds or otherwise to the Project.

**A7.4 Records Review.** The Province may, at its own expense, upon twenty-four hours' Notice to the Recipient and during normal business hours enter upon the Recipient's premises to conduct an audit or investigation of the Recipient regarding the Recipient's compliance with the Agreement, including assessing any of the following:

- (a) the truth of any of the Recipient's representations and warranties;
- (b) the progress of the Project;
- (c) the Recipient's allocation and expenditure of the Funds.

**A7.5 Inspection and Removal.** For the purposes of any Records Review, the Province may take one or more of the following actions:

- (a) inspect and copy any records and documents referred to in section A7.3; and
- (b) remove any copies the Province makes pursuant to section A7.5(a).

**A7.6 Cooperation.** To assist the Province in respect of its rights provided for in section A7.5, the Recipient will cooperate with the Province by:

- (a) ensuring that the Province has access to the records and documents wherever they are located;
- (b) assisting the Province to copy records and documents;
- (c) providing to the Province, in the form the Province specifies, any information the Province identifies; and
- (d) carrying out any other activities the Province requests.

**A7.7 No Control of Records.** No provision of the Agreement will be construed so as to give the Province any control whatsoever over the Recipient's records.

**A7.8 Auditor General.** The Province's rights under Article A7.0 are in addition to

any rights provided to the Auditor General pursuant to section 9.2 of the *Auditor General Act* (Ontario).

## **A8.0 COMMUNICATIONS REQUIREMENTS**

**A8.1 Acknowledge Support.** Unless the Province directs the Recipient to do otherwise, the Recipient will in each of its Project-related publications, whether written, oral, or visual:

- (a) acknowledge the support of the Province for the Project;
- (b) ensure that any acknowledgement is in a form and manner as the Province directs; and
- (c) indicate that the views expressed in the publication are the views of the Recipient and do not necessarily reflect those of the Province.

## **A9.0 INDEMNITY**

**A9.1 Indemnification.** The Recipient will indemnify and hold harmless the Indemnified Parties from and against any Loss and any Proceeding, unless solely caused by the negligence or wilful misconduct of the Indemnified Parties.

## **A10.0 INSURANCE**

**A10.1 Recipient's Insurance.** The Recipient represents, warrants, and covenants that it has, and will maintain, at its own cost and expense, with insurers having a secure A.M. Best rating of B+ or greater, or the equivalent, all the necessary and appropriate insurance that a prudent person carrying out a project similar to the Project would maintain, including commercial general liability insurance on an occurrence basis for third party bodily injury, personal injury, and property damage, to an inclusive limit of not less than the amount provided for in Schedule "B" per occurrence, which commercial general liability insurance policy will include the following:

- (a) the Indemnified Parties as additional insureds with respect to liability arising in the course of performance of the Recipient's obligations under, or otherwise in connection with, the Agreement;
- (b) a cross-liability clause;
- (c) contractual liability coverage; and
- (d) a 30-day written notice of cancellation.

**A10.2 Proof of Insurance.** The Recipient will:

- (a) provide to the Province, either:
  - (i) certificates of insurance that confirm the insurance coverage as provided for in section A10.1; or
  - (ii) other proof that confirms the insurance coverage as provided for in section A10.1; and
- (b) in the event of a Proceeding, and upon the Province's request, the Recipient will provide to the Province a copy of any of the Recipient's insurance policies that relate to the Project or otherwise to the Agreement, or both.

## **A11.0 TERMINATION ON NOTICE**

**A11.1 Termination on Notice.** The Province may terminate the Agreement at any time without liability, penalty, or costs upon giving 30 days' Notice to the Recipient.

**A11.2 Consequences of Termination on Notice by the Province.** If the Province terminates the Agreement pursuant to section A11.1, the Province may take one or more of the following actions:

- (a) cancel further instalments of Funds;
- (b) demand from the Recipient the payment of any Funds remaining in the possession or under the control of the Recipient; and
- (c) determine the reasonable costs for the Recipient to wind down the Project, and do either or both of the following:
  - (i) permit the Recipient to offset such costs against the amount the Recipient owes pursuant to section A11.2(b); and
  - (ii) subject to section A4.1(a), provide Funds to the Recipient to cover such costs.

## **A12.0 EVENT OF DEFAULT, CORRECTIVE ACTION, AND TERMINATION FOR DEFAULT**

**A12.1 Events of Default.** It will constitute an Event of Default if, in the opinion of the Province, the Recipient breaches any representation, warranty, covenant, or other material term of the Agreement, including failing to do any of the following in accordance with the terms and conditions of the Agreement:

- (i) carry out the Project;

- (ii) use or spend Funds; or
- (iii) provide, in accordance with section A7.2, Reports or such other reports as the Province may have requested pursuant to section A7.2(a)(ii).

**A12.2 Consequences of Events of Default and Corrective Action.** If an Event of Default occurs, the Province may, at any time, take one or more of the following actions:

- (a) initiate any action the Province considers necessary in order to facilitate the successful continuation or completion of the Project;
- (b) provide the Recipient with an opportunity to remedy the Event of Default;
- (c) suspend the payment of Funds for such period as the Province determines appropriate;
- (d) reduce the amount of the Funds;
- (e) cancel further instalments of Funds;
- (f) demand from the Recipient the payment of any Funds remaining in the possession or under the control of the Recipient;
- (g) demand from the Recipient the payment of an amount equal to any Funds the Recipient used, but did not use in accordance with the Agreement;
- (h) demand from the Recipient the payment of an amount equal to any Funds the Province provided to the Recipient;
- (i) demand from the Recipient an amount equal to the costs the Province incurred or incurs to enforce its rights under the Agreement, including the costs of any Record Review and the costs it incurs to collect any amounts the Recipient owes to the Province; and
- (j) terminate the Agreement at any time, including immediately, without liability, penalty or costs to the Province upon giving Notice to the Recipient.

**A12.3 Opportunity to Remedy.** If, in accordance with section A12.2(b), the Province provides the Recipient with an opportunity to remedy the Event of Default, the Province will give Notice to the Recipient of:

- (a) the particulars of the Event of Default; and

(b) the Notice Period.

**A12.4 Recipient not Remedying.** If the Province provided the Recipient with an opportunity to remedy the Event of Default pursuant to section A12.2(b), and:

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

the Province may extend the Notice Period, or initiate any one or more of the actions provided for in sections A12.2(a), (c), (d), (e), (f), (g), (h), and (i).

**A12.5 When Termination Effective.** Termination under Article A12.0 will take effect as provided for in the Notice.

### **A13.0 FUNDS AT THE END OF A FUNDING YEAR**

**A13.1 Funds at the End of a Funding Year.** Without limiting any rights of the Province under Article A12.0, if the Recipient has not spent all of the Funds allocated for the Funding Year as provided for in the Budget, the Province may take one or both of the following actions:

- (a) demand from the Recipient payment of the unspent Funds; and
- (b) adjust the amount of any further instalments of Funds accordingly.

### **A14.0 FUNDS UPON EXPIRY**

**A14.1 Funds Upon Expiry.** The Recipient will, upon expiry of the Agreement, pay to the Province any Funds remaining in its possession, under its control, or both.

### **A15.0 DEBT DUE AND PAYMENT**

**A15.1 Payment of Overpayment.** If at any time the Province provides Funds in excess of the amount to which the Recipient is entitled under the Agreement, the Province may:

- (a) deduct an amount equal to the excess Funds from any further instalments of Funds; or
- (b) demand that the Recipient pay to the Province an amount equal to the

excess Funds.

A15.2 **Debt Due.** If, pursuant to the Agreement:

- (a) the Province demands from the Recipient the payment of any Funds or an amount equal to any Funds; or
- (b) the Recipient owes any Funds or an amount equal to any Funds to the Province, whether or not the Province has demanded their payment,

such amounts will be deemed to be debts due and owing to the Province by the Recipient, and the Recipient will pay the amounts to the Province immediately, unless the Province directs otherwise.

A15.3 **Interest Rate.** The Province may charge the Recipient interest on any money owing to the Province by the Recipient under the Agreement at the then current interest rate charged by the Province of Ontario on accounts receivable.

A15.4 **Payment of Money to Province.** The Recipient will pay any money owing to the Province by cheque payable to the "Ontario Minister of Finance" and delivered to the Province as provided for in Schedule "B".

A15.5 **Fails to Pay.** Without limiting the application of section 43 of the *Financial Administration Act* (Ontario), if the Recipient fails to pay any amount owing under the Agreement, Her Majesty the Queen in right of Ontario may deduct any unpaid amount from any money payable to the Recipient by Her Majesty the Queen in right of Ontario.

## A16.0 NOTICE

A16.1 **Notice in Writing and Addressed.** Notice will be:

- (a) in writing;
- (b) delivered by email, postage-prepaid mail, personal delivery, courier or fax; and
- (c) addressed to the Province or the Recipient as set out in Schedule "B", or as either Party later designates to the other by Notice.

A16.2 **Notice Given.** Notice will be deemed to have been given:

- (a) in the case of postage-prepaid mail, five Business Days after the Notice is mailed; or
- (b) in the case of fax, one Business Day after the Notice is delivered; and

- (c) in the case of email, personal delivery or courier on the date on which the Notice is delivered.

A16.3 **Postal Disruption.** Despite section A16.2(a), in the event of a postal disruption:

- (a) Notice by postage-prepaid mail will not be deemed to be given; and
- (b) the Party giving Notice will give Notice by email, personal delivery, courier or fax.

## **A17.0 CONSENT BY PROVINCE AND COMPLIANCE BY RECIPIENT**

A17.1 **Consent.** When the Province provides its consent pursuant to the Agreement:

- (a) it will do so by Notice;
- (b) it may attach any terms and conditions to the consent; and
- (c) the Recipient may rely on the consent only if the Recipient complies with any terms and conditions the Province may have attached to the consent.

## **A18.0 SEVERABILITY OF PROVISIONS**

A18.1 **Invalidity or Unenforceability of Any Provision.** The invalidity or unenforceability of any provision of the Agreement will not affect the validity or enforceability of any other provision of the Agreement.

## **A19.0 WAIVER**

A19.1 **Waiver Request.** Either Party may, by Notice, ask the other Party to waive an obligation under the Agreement.

A19.2 **Waiver Applies.** If in response to a request made pursuant to section A19.1 a Party consents to a waiver, the waiver will:

- (a) be valid only if the Party that consents to the waiver provides the consent by Notice; and
- (b) apply only to the specific obligation referred to in the waiver.

## **A20.0 INDEPENDENT PARTIES**

A20.1 **Parties Independent.** The Recipient is not an agent, joint venturer, partner, or employee of the Province, and the Recipient will not represent itself in any way that might be taken by a reasonable person to suggest that it is, or take any

actions that could establish or imply such a relationship.

#### **A21.0 ASSIGNMENT OF AGREEMENT OR FUNDS**

A21.1 **No Assignment.** The Recipient will not, without the prior written consent of the Province, assign any of its rights or obligations under the Agreement.

A21.2 **Agreement Binding.** All rights and obligations contained in the Agreement will extend to and be binding on:

- (a) the Recipient's successors, and permitted assigns; and
- (b) the successors to Her Majesty the Queen in right of Ontario.

#### **A22.0 GOVERNING LAW**

A22.1 **Governing Law.** The Agreement and the rights, obligations, and relations of the Parties will be governed by and construed in accordance with the laws of the Province of Ontario and the applicable federal laws of Canada. Any actions or proceedings arising in connection with the Agreement will be conducted in the courts of Ontario, which will have exclusive jurisdiction over such proceedings.

#### **A23.0 FURTHER ASSURANCES**

A23.1 **Agreement into Effect.** The Recipient will:

- (a) provide such further assurances as the Province may request from time to time with respect to any matter to which the Agreement pertains; and
- (b) do or cause to be done all acts or things necessary to implement and carry into effect the terms and conditions of the Agreement to their full extent.

#### **A24.0 JOINT AND SEVERAL LIABILITY**

A24.1 **Joint and Several Liability.** Where the Recipient comprises of more than one entity, all such entities will be jointly and severally liable to the Province for the fulfillment of the obligations of the Recipient under the Agreement.

#### **A25.0 RIGHTS AND REMEDIES CUMULATIVE**

A25.1 **Rights and Remedies Cumulative.** The rights and remedies of the Province under the Agreement are cumulative and are in addition to, and not in substitution for, any of its rights and remedies provided by law or in equity.



**A26.0 FAILURE TO COMPLY WITH OTHER AGREEMENTS****A26.1 Other Agreements.** If the Recipient:

- (a) has failed to comply with any term, condition, or obligation under any other agreement with Her Majesty the Queen in right of Ontario or one of Her agencies (a “**Failure**”);
- (b) has been provided with notice of such Failure in accordance with the requirements of such other agreement;
- (c) has, if applicable, failed to rectify such Failure in accordance with the requirements of such other agreement; and
- (d) such Failure is continuing,

the Province may suspend the payment of Funds for such period as the Province determines appropriate.

**A27.0 SURVIVAL**

**A27.1 Survival.** The following Articles and sections, and all applicable cross-referenced Articles, sections and schedules, will continue in full force and effect for a period of seven years from the date of expiry or termination of the Agreement: Article 1.0, Article 2.0, Article A1.0 and any other applicable definitions, section A2.1(a), sections A4.4, A4.5, A4.6, section A5.2, section A7.1, A7.2 (to the extent that the Recipient has not provided the Reports or other reports as the Province may have requested and to the satisfaction of the Province), sections A7.3, A7.4, A7.5, A7.6, A7.7, A7.8, Article A8.0, Article A9.0, section A11.2, sections A12.1, sections A12.2(d), (e), (f), (g), (h), (i), and (j), Article A13.0, Article A14.0, Article A15.0, Article A16.0, Article A18.0, , section A21.2, Article A22.0, Article A24.0, Article A25.0 and Article A27.0.

**- END OF GENERAL TERMS AND CONDITIONS -**

**SCHEDULE "B"**  
**PROJECT SPECIFIC INFORMATION AND ADDITIONAL PROVISIONS**

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<b>Maximum Funds</b>	Up to \$81,408
<b>Expiry Date</b>	March 31, 2023
<b>Amount for the purposes of section A5.2 (Disposal) of Schedule "A"</b>	\$5,000.00
<b>Insurance</b>	\$ 2,000,000
<b>Contact information for the purposes of Notice to the Province</b>	<p><b>Name:</b> Brenda Vloet</p> <p><b>Position:</b> Manager, Municipal Programs and Outreach Unit</p> <p><b>Address:</b> 777 Bay Street, Toronto, Ontario M7A 2J3, 16th Floor</p> <p><b>Email:</b> Brenda.Vloet@ontario.ca</p>
<b>Contact information for the purposes of Notice to the Recipient</b>	<p><b>Position:</b></p> <p><b>Address:</b></p> <p><b>Fax:</b></p> <p><b>Email:</b></p>
<b>Contact information for the senior financial person in the Recipient organization (e.g., CFO, CAO) – to respond as required to requests from the Province related to the Agreement</b>	<p><b>Position:</b></p> <p><b>Address:</b></p> <p><b>Fax:</b></p> <p><b>Email:</b></p>

**Additional Provisions:**

**B1 Section 4.3 of Schedule "A" is amended by adding the following subsection:**

- (e) use the Funds only for the purpose of reimbursement for the actual amount paid to the independent third-party reviewer in accordance with

the Project; and,

- (f) Not use the Funds for the purpose of paying the salaries of the Recipient's employees.

**SCHEDULE “C”  
PROJECT**

<b>Project Title</b>
Town of Arnprior Integrated Waste Management Plan
<b>Objectives</b>
The objective of the Project is to review the Recipient’s waste management programs to identify best practices for increasing waste diversion and reducing residual waste.
<b>Description</b>
<p>The Recipient will retain an independent third-party reviewer to undertake an Integrated Waste Management Plan, with a focus on the following:</p> <ul style="list-style-type: none"> <li>• Developing a Waste Recycling Strategy consistent with the Province of Ontario’s full producer responsibilities system;</li> <li>• Determining a feasible waste reduction or diversion goal; Improving efficiency of solid waste management services; Maximizing the life of the Recipient’s waste disposal site; and</li> <li>• Providing recommendations for other waste management areas (e.g., collection services, composting, etc.) to reduce residual waste.</li> </ul> <p><u>Independent Third-Party Reviewer’s Report</u></p> <p>The Recipient will retain the independent third-party reviewer to compile the findings and recommendations in the Independent Third-Party Reviewer’s Report.</p> <p>The Recipient will submit the report to the Province and publish the report on the Recipient’s publicly accessible website by January 31, 2023.</p> <p>The report will summarize the reviewer’s findings and identify specific, actionable recommendations based on the analysis and findings that aim to identify cost savings and improved efficiencies. The report will include detailed explanations and calculations of identified potential quantifiable efficiencies and/or cost savings.</p>

**SCHEDULE "D"**  
**BUDGET**

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<b>Item</b>	<b>Amount</b>
Reimbursement for payments to independent third-party reviewer.	Up to \$81,408

**SCHEDULE "E"**  
**PAYMENT PLAN**

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Milestone	Scheduled Payment
<ul style="list-style-type: none"> <li>• Execution of Agreement</li> </ul>	Initial payment of \$56,986 made to Recipient no more than thirty (30) days after the execution of the Agreement
<ul style="list-style-type: none"> <li>• Submission of Interim Progress Report Back to the Province</li> <li>• Publishing of Independent Third-Party Reviewer's Report on the Recipient's publicly accessible website</li> <li>• Submission of Final Report Back to the Province, which includes a copy of the Independent Third-Party Reviewer's Report</li> </ul>	Final payment of up to \$24,422 made to the Recipient no more than thirty (30) days after the Province's approval of the Final Report Back

## SCHEDULE "F" REPORTS

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Name of Report	Reporting Due Date
1. Interim Progress Report Back	September 19, 2022
2. Final Report Back and Invoices	January 31, 2023

### **Report Details**

#### **1. Interim Progress Report Back**

The Recipient will submit an Interim Progress Report Back to the Province by September 19, 2022 using the reporting template provided by the Province. The Interim Progress Report will include:

- A statement indicating whether the Recipient has retained an independent third-party reviewer.

#### **2. Final Report Back and Invoices**

The Recipient will submit a Final Report Back to the Province by January 31, 2023 using the reporting template provided by the Province. The Final Report will include:

- A copy of the Independent Third-Party Reviewer's report,
- A hyperlink to the Independent Third-Party Reviewer's final report on the Recipient's publicly accessible website,
- A 250-word abstract of the Project and its findings,
- The actual amount paid by the Recipient to the independent third-party reviewer in accordance with the Project with supporting documentation, such as invoices or receipts, showing actual costs incurred, and
- A statement indicating the percentage of the total amount of service delivery expenditures reviewed that are identified as potential cost savings in the Independent Third-Party Reviewer's Report, which will be the performance measure for the Project.

**The Corporation of the  
Town of Arnprior**

**By-law Number 7266-22**

A by-law to authorize an Agreement with Her Majesty the Queen in right of Ontario as represented by the Minister of Municipal Affairs and Housing (MMAH) for funding under the Ontario Transfer Payment Agreement

**Whereas** subsection 5(3) of the Municipal Act, 2001, S.O. 2001, c. 25, as amended, provides that a municipal power shall be exercised by by-law; and

**Whereas** section 9 of the Municipal Act, 2001 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** the Town of Arnprior was successful in their grant application under the Municipal Modernization Grant Intake 3 for the implementation of a modernized telecom service;

**Whereas** the Council of the Corporation of the Town of Arnprior deems it desirable to enter into this Agreement with Her Majesty The Queen In Right Of Ontario, as represented by the Minister of Municipal Affairs and Housing (MMAH) for funding under the Ontario Transfer Payment Agreement to the Corporation of the Town of Arnprior up to \$20,988 for Telecom Modernization.

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

- 1. That** the Mayor and Clerk are hereby authorized to execute the Agreement with Her Majesty The Queen In Right Of Ontario, as represented by the Minister of Municipal Affairs and Housing (MMAH) for funding under the Ontario Transfer Payment Agreement with respect to Telecom Modernization, attached hereto as Schedule 1 and forming part of this by-law.
- 2. That** this by-law shall come into force and effect on the day of its passing.

**Enacted and passed** this 14<sup>th</sup> day of February, 2022.

**Signatures:**

Walter Stack, Mayor

Maureen Spratt, Town Clerk



## ONTARIO TRANSFER PAYMENT AGREEMENT

THE AGREEMENT is effective as of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

### B E T W E E N :

**Her Majesty the Queen in right of Ontario  
as represented by the Minister of Municipal Affairs and  
Housing**

(the “Province”)

- and -

**The Corporation of the Town of Arnprior**

(the “Recipient”)

### CONSIDERATION

In consideration of the mutual covenants and agreements contained in the Agreement and for other good and valuable consideration, the receipt and sufficiency of which are expressly acknowledged, the Province and the Recipient agree as follows:

#### 1.0 ENTIRE AGREEMENT

1.1 **Schedules to the Agreement.** The following schedules form part of the Agreement:

- Schedule “A” - General Terms and Conditions
- Schedule “B” - Project Specific Information and Additional Provisions
- Schedule “C” - Project
- Schedule “D” - Budget
- Schedule “E” - Payment Plan
- Schedule “F” - Reports.

1.2 **Entire Agreement.** The Agreement constitutes the entire agreement between the Parties with respect to the subject matter contained in the Agreement and supersedes all prior oral or written representations and agreements.

## **2.0 CONFLICT OR INCONSISTENCY**

2.1 **Conflict or Inconsistency.** In the event of a conflict or inconsistency between the Additional Provisions and the provisions in Schedule “A”, the following rules will apply:

- (a) the Parties will interpret any Additional Provisions in so far as possible, in a way that preserves the intention of the Parties as expressed in Schedule “A”; and
- (b) where it is not possible to interpret the Additional Provisions in a way that is consistent with the provisions in Schedule “A”, the Additional Provisions will prevail over the provisions in Schedule “A” to the extent of the inconsistency.

## **3.0 COUNTERPARTS**

3.1 **One and the Same Agreement.** The Agreement may be executed in any number of counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

## **4.0 AMENDING THE AGREEMENT**

4.1 **Amending the Agreement.** The Agreement may only be amended by a written agreement duly executed by the Parties.

## **5.0 ACKNOWLEDGEMENT**

5.1 **Acknowledgement.** The Recipient acknowledges that:

- (a) the Funds are to assist the Recipient to carry out the Project and not to provide goods or services to the Province;
- (b) the Province is not responsible for carrying out the Project; and
- (c) the Province is bound by the *Freedom of Information and Protection of Privacy Act* (Ontario) and that any information provided to the Province in connection with the Project or otherwise in connection with the Agreement may be subject to disclosure in accordance with that Act.

**- SIGNATURE PAGE FOLLOWS -**

The Parties have executed the Agreement on the dates set out below.

**HER MAJESTY THE QUEEN IN RIGHT OF  
ONTARIO as represented by the Minister of  
Municipal Affairs and Housing**

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name: The Honourable Steve Clark  
Title: Minister of Municipal Affairs and Housing

**The Corporation of the Town of Arnprior**

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name:  
Title:

I have authority to bind the Recipient.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name:  
Title:

I have authority to bind the Recipient.

**SCHEDULE "A"**  
**GENERAL TERMS AND CONDITIONS**

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**A1.0 INTERPRETATION AND DEFINITIONS**

**A1.1 Interpretation.** For the purposes of interpretation:

- (a) words in the singular include the plural and vice-versa;
- (b) words in one gender include all genders;
- (c) the headings do not form part of the Agreement; they are for reference only and will not affect the interpretation of the Agreement;
- (d) any reference to dollars or currency will be in Canadian dollars and currency; and
- (e) "include", "includes" and "including" denote that the subsequent list is not exhaustive.

**A1.2 Definitions.** In the Agreement, the following terms will have the following meanings:

**"Additional Provisions"** means the terms and conditions set out in Schedule "B".

**"Agreement"** means this agreement entered into between the Province and the Recipient, all of the schedules listed in section 1.1, and any amending agreement entered into pursuant to section 4.1.

**"Budget"** means the budget attached to the Agreement as Schedule "D".

**"Business Day"** means any working day, Monday to Friday inclusive, excluding statutory and other holidays, namely: New Year's Day; Family Day; Good Friday; Easter Monday; Victoria Day; Canada Day; Civic Holiday; Labour Day; Thanksgiving Day; Remembrance Day; Christmas Day; Boxing Day and any other day on which the Province has elected to be closed for business.

**"Effective Date"** means the date set out at the top of the Agreement.

**"Event of Default"** has the meaning ascribed to it in section A12.1.

**"Expiry Date"** means the expiry date set out in Schedule "B".

**"Funding Year"** means:

- (a) in the case of the first Funding Year, the period commencing on the

Effective Date and ending on the following March 31; and

- (b) in the case of Funding Years subsequent to the first Funding Year, the period commencing on April 1 following the end of the previous Funding Year and ending on the following March 31 or the Expiry Date, whichever is first.

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

**“Indemnified Parties”** means Her Majesty the Queen in right of Ontario, and includes Her ministers, agents, appointees, and employees.

**“Loss”** means any cause of action, liability, loss, cost, damage, or expense (including legal, expert and consultant fees) that anyone incurs or sustains as a result of or in connection with the Project or any other part of the Agreement.

**“Maximum Funds”** means the maximum set out in Schedule “B”.

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

**“Notice Period”** means the period of time within which the Recipient is required to remedy an Event of Default pursuant to section A12.3(b), and includes any such period or periods of time by which the Province extends that time in accordance with section A12.4.

**“Parties”** means the Province and the Recipient.

**“Party”** means either the Province or the Recipient.

**“Proceeding”** means any action, claim, demand, lawsuit, or other proceeding that anyone makes, brings or prosecutes as a result of or in connection with the Project or with any other part of the Agreement.

**“Project”** means the undertaking described in Schedule “C”.

**“Records Review”** means any assessment the Province conducts pursuant to section A7.4.

**“Reports”** means the reports described in Schedule “F”.

## **A2.0 REPRESENTATIONS, WARRANTIES, AND COVENANTS**

**A2.1 General.** The Recipient represents, warrants, and covenants that:

- (a) it has, and will continue to have, the experience and expertise necessary to carry out the Project;
- (b) it is in compliance with, and will continue to comply with, all federal and provincial laws and regulations, all municipal by-laws, and any other orders, rules, and by-laws related to any aspect of the Project, the Funds, or both; and
- (c) unless otherwise provided for in the Agreement, any information the Recipient provided to the Province in support of its request for funds (including information relating to any eligibility requirements) was true and complete at the time the Recipient provided it and will continue to be true and complete.

**A2.2 Execution of Agreement.** The Recipient represents and warrants that it has:

- (a) the full power and authority to enter into the Agreement; and
- (b) taken all necessary actions to authorize the execution of the Agreement, including passing a municipal by-law authorizing the Recipient to enter into the Agreement.

**A2.3 Governance.** The Recipient represents, warrants, and covenants that it has, will maintain in writing, and will follow:

- (a) procedures to enable the Recipient to manage Funds prudently and effectively;
- (b) procedures to enable the Recipient to complete the Project successfully;
- (c) procedures to enable the Recipient to identify risks to the completion of the Project and strategies to address the identified risks, all in a timely manner;
- (d) procedures to enable the preparation and submission of all Reports required pursuant to Article A7.0; and
- (e) procedures to enable the Recipient to address such other matters as the Recipient considers necessary to enable the Recipient to carry out its obligations under the Agreement.

**A2.4 Supporting Proof.** Upon the request of the Province, the Recipient will provide the Province with proof of the matters referred to in Article A2.0.

**A3.0 TERM OF THE AGREEMENT**

A3.1 **Term.** The term of the Agreement will commence on the Effective Date and will expire on the Expiry Date unless terminated earlier pursuant to Article A11.0 or Article A12.0.

**A4.0 FUNDS AND CARRYING OUT THE PROJECT**

A4.1 **Funds Provided.** The Province will:

- (a) provide the Recipient up to the Maximum Funds for the purpose of carrying out the Project;
- (b) provide the Funds to the Recipient in accordance with the payment plan attached to the Agreement as Schedule “E”; and
- (c) deposit the Funds into an account the Recipient designates provided that the account:
  - (i) resides at a Canadian financial institution; and
  - (ii) is in the name of the Recipient.

A4.2 **Limitation on Payment of Funds.** Despite section A4.1:

- (a) the Province is not obligated to provide any Funds to the Recipient until the Recipient provides evidence satisfactory to the Province that the Recipient’s council has authorized the execution of this Agreement by the Recipient by municipal by-law;
- (b) the Province is not obligated to provide any Funds to the Recipient until the Recipient provides the certificates of insurance or other proof as the Province may request pursuant to section A10.2;
- (c) the Province is not obligated to provide instalments of Funds until it is satisfied with the progress of the Project; and
- (d) the Province may adjust the amount of Funds it provides to the Recipient in any Funding Year based upon the Province’s assessment of the information the Recipient provides to the Province pursuant to section A7.2.

A4.3 **Use of Funds and Carry Out the Project.** The Recipient will do all of the following:

- (a) carry out the Project in accordance with the Agreement;

- (b) use the Funds only for the purpose of carrying out the Project;
- (c) spend the Funds only in accordance with the Budget;
- (d) not use the Funds to cover any cost that has or will be funded or reimbursed by one or more of any third party, ministry, agency, or organization of the Government of Ontario.

**A4.4 Interest Bearing Account.** If the Province provides Funds before the Recipient's immediate need for the Funds, the Recipient will place the Funds in an interest bearing account in the name of the Recipient at a Canadian financial institution.

**A4.5 Interest.** If the Recipient earns any interest on the Funds, the Province may do either or both of the following:

- (a) deduct an amount equal to the interest from any further instalments of Funds;
- (b) demand from the Recipient the payment of an amount equal to the interest.

**A4.6 Rebates, Credits, and Refunds.** The Province will calculate Funds based on the actual costs to the Recipient to carry out the Project, less any costs (including taxes) for which the Recipient has received, will receive, or is eligible to receive, a rebate, credit, or refund.

#### **A5.0 RECIPIENT'S ACQUISITION OF GOODS OR SERVICES, AND DISPOSAL OF ASSETS**

**A5.1 Acquisition.** If the Recipient acquires goods, services, or both with the Funds, it will do so through a process that promotes the best value for money.

**A5.2 Disposal.** The Recipient will not, without the Province's prior consent, sell, lease, or otherwise dispose of any asset purchased or created with the Funds or for which Funds were provided, the cost of which exceeded the amount as provided for in Schedule "B" at the time of purchase.

#### **A6.0 CONFLICT OF INTEREST**

**A6.1 Conflict of Interest Includes.** For the purposes of Article A6.0, a conflict of interest includes any circumstances where:

- (a) the Recipient; or
- (b) any person who has the capacity to influence the Recipient's decisions,



has outside commitments, relationships, or financial interests that could, or could be seen by a reasonable person to, interfere with the Recipient's objective, unbiased, and impartial judgment relating to the Project, the use of the Funds, or both.

A6.2 **No Conflict of Interest.** The Recipient will carry out the Project and use the Funds without an actual, potential, or perceived conflict of interest unless:

- (a) the Recipient:
  - (i) provides Notice to the Province disclosing the details of the actual, potential, or perceived conflict of interest;
  - (ii) requests the consent of the Province to carry out the Project with an actual, potential, or perceived conflict of interest;
- (b) the Province provides its consent to the Recipient carrying out the Project with an actual, potential, or perceived conflict of interest; and
- (c) the Recipient complies with any terms and conditions the Province may prescribe in its consent.

## A7.0 REPORTS, ACCOUNTING, AND REVIEW

A7.1 **Province Includes.** For the purposes of sections A7.4, A7.5 and A7.6, "Province" includes any auditor or representative the Province may identify.

A7.2 **Preparation and Submission.** The Recipient will:

- (a) submit to the Province at the address referred to in section A17.1:
  - (i) all Reports in accordance with the timelines and content requirements as provided for in Schedule "F";
  - (ii) any other reports in accordance with any timelines and content requirements the Province may specify from time to time;
- (b) ensure that all Reports and other reports are:
  - (i) completed to the satisfaction of the Province; and
  - (i) signed by an authorized signing officer of the Recipient.

A7.3 **Record Maintenance.** The Recipient will keep and maintain for a period of seven years from their creation:

- (a) all financial records (including invoices and evidence of payment) relating to the Funds or otherwise to the Project in a manner consistent with either international financial reporting standards or generally accepted accounting principles or any other accounting principles that apply to the Recipient; and
- (b) all non-financial records and documents relating to the Funds or otherwise to the Project.

A7.4 **Records Review.** The Province may, at its own expense, upon twenty-four hours' Notice to the Recipient and during normal business hours enter upon the Recipient's premises to conduct an audit or investigation of the Recipient regarding the Recipient's compliance with the Agreement, including assessing any of the following:

- (a) the truth of any of the Recipient's representations and warranties;
- (b) the progress of the Project;
- (c) the Recipient's allocation and expenditure of the Funds.

A7.5 **Inspection and Removal.** For the purposes of any Records Review, the Province may take one or more of the following actions:

- (a) inspect and copy any records and documents referred to in section A7.3; and
- (b) remove any copies the Province makes pursuant to section A7.5(a).

A7.6 **Cooperation.** To assist the Province in respect of its rights provided for in section A7.5, the Recipient will cooperate with the Province by:

- (a) ensuring that the Province has access to the records and documents wherever they are located;
- (b) assisting the Province to copy records and documents;
- (c) providing to the Province, in the form the Province specifies, any information the Province identifies; and
- (d) carrying out any other activities the Province requests.

A7.7 **No Control of Records.** No provision of the Agreement will be construed so as to give the Province any control whatsoever over the Recipient's records.

A7.8 **Auditor General.** The Province's rights under Article A7.0 are in addition to

any rights provided to the Auditor General pursuant to section 9.2 of the *Auditor General Act* (Ontario).

## **A8.0 COMMUNICATIONS REQUIREMENTS**

**A8.1 Acknowledge Support.** Unless the Province directs the Recipient to do otherwise, the Recipient will in each of its Project-related publications, whether written, oral, or visual:

- (a) acknowledge the support of the Province for the Project;
- (b) ensure that any acknowledgement is in a form and manner as the Province directs; and
- (c) indicate that the views expressed in the publication are the views of the Recipient and do not necessarily reflect those of the Province.

## **A9.0 INDEMNITY**

**A9.1 Indemnification.** The Recipient will indemnify and hold harmless the Indemnified Parties from and against any Loss and any Proceeding, unless solely caused by the negligence or wilful misconduct of the Indemnified Parties.

## **A10.0 INSURANCE**

**A10.1 Recipient's Insurance.** The Recipient represents, warrants, and covenants that it has, and will maintain, at its own cost and expense, with insurers having a secure A.M. Best rating of B+ or greater, or the equivalent, all the necessary and appropriate insurance that a prudent person carrying out a project similar to the Project would maintain, including commercial general liability insurance on an occurrence basis for third party bodily injury, personal injury, and property damage, to an inclusive limit of not less than the amount provided for in Schedule "B" per occurrence, which commercial general liability insurance policy will include the following:

- (a) the Indemnified Parties as additional insureds with respect to liability arising in the course of performance of the Recipient's obligations under, or otherwise in connection with, the Agreement;
- (b) a cross-liability clause;
- (c) contractual liability coverage; and
- (d) a 30-day written notice of cancellation.

**A10.2 Proof of Insurance.** The Recipient will:

- (a) provide to the Province, either:
  - (i) certificates of insurance that confirm the insurance coverage as provided for in section A10.1; or
  - (ii) other proof that confirms the insurance coverage as provided for in section A10.1; and
- (b) in the event of a Proceeding, and upon the Province's request, the Recipient will provide to the Province a copy of any of the Recipient's insurance policies that relate to the Project or otherwise to the Agreement, or both.

## **A11.0 TERMINATION ON NOTICE**

**A11.1 Termination on Notice.** The Province may terminate the Agreement at any time without liability, penalty, or costs upon giving 30 days' Notice to the Recipient.

**A11.2 Consequences of Termination on Notice by the Province.** If the Province terminates the Agreement pursuant to section A11.1, the Province may take one or more of the following actions:

- (a) cancel further instalments of Funds;
- (b) demand from the Recipient the payment of any Funds remaining in the possession or under the control of the Recipient; and
- (c) determine the reasonable costs for the Recipient to wind down the Project, and do either or both of the following:
  - (i) permit the Recipient to offset such costs against the amount the Recipient owes pursuant to section A11.2(b); and
  - (ii) subject to section A4.1(a), provide Funds to the Recipient to cover such costs.

## **A12.0 EVENT OF DEFAULT, CORRECTIVE ACTION, AND TERMINATION FOR DEFAULT**

**A12.1 Events of Default.** It will constitute an Event of Default if, in the opinion of the Province, the Recipient breaches any representation, warranty, covenant, or other material term of the Agreement, including failing to do any of the following in accordance with the terms and conditions of the Agreement:

- (i) carry out the Project;

- (ii) use or spend Funds; or
- (iii) provide, in accordance with section A7.2, Reports or such other reports as the Province may have requested pursuant to section A7.2(a)(ii).

**A12.2 Consequences of Events of Default and Corrective Action.** If an Event of Default occurs, the Province may, at any time, take one or more of the following actions:

- (a) initiate any action the Province considers necessary in order to facilitate the successful continuation or completion of the Project;
- (b) provide the Recipient with an opportunity to remedy the Event of Default;
- (c) suspend the payment of Funds for such period as the Province determines appropriate;
- (d) reduce the amount of the Funds;
- (e) cancel further instalments of Funds;
- (f) demand from the Recipient the payment of any Funds remaining in the possession or under the control of the Recipient;
- (g) demand from the Recipient the payment of an amount equal to any Funds the Recipient used, but did not use in accordance with the Agreement;
- (h) demand from the Recipient the payment of an amount equal to any Funds the Province provided to the Recipient;
- (i) demand from the Recipient an amount equal to the costs the Province incurred or incurs to enforce its rights under the Agreement, including the costs of any Record Review and the costs it incurs to collect any amounts the Recipient owes to the Province; and
- (j) terminate the Agreement at any time, including immediately, without liability, penalty or costs to the Province upon giving Notice to the Recipient.

**A12.3 Opportunity to Remedy.** If, in accordance with section A12.2(b), the Province provides the Recipient with an opportunity to remedy the Event of Default, the Province will give Notice to the Recipient of:

- (a) the particulars of the Event of Default; and

(b) the Notice Period.

**A12.4 Recipient not Remedying.** If the Province provided the Recipient with an opportunity to remedy the Event of Default pursuant to section A12.2(b), and:

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

the Province may extend the Notice Period, or initiate any one or more of the actions provided for in sections A12.2(a), (c), (d), (e), (f), (g), (h), and (i).

**A12.5 When Termination Effective.** Termination under Article A12.0 will take effect as provided for in the Notice.

### **A13.0 FUNDS AT THE END OF A FUNDING YEAR**

**A13.1 Funds at the End of a Funding Year.** Without limiting any rights of the Province under Article A12.0, if the Recipient has not spent all of the Funds allocated for the Funding Year as provided for in the Budget, the Province may take one or both of the following actions:

- (a) demand from the Recipient payment of the unspent Funds; and
- (b) adjust the amount of any further instalments of Funds accordingly.

### **A14.0 FUNDS UPON EXPIRY**

**A14.1 Funds Upon Expiry.** The Recipient will, upon expiry of the Agreement, pay to the Province any Funds remaining in its possession, under its control, or both.

### **A15.0 DEBT DUE AND PAYMENT**

**A15.1 Payment of Overpayment.** If at any time the Province provides Funds in excess of the amount to which the Recipient is entitled under the Agreement, the Province may:

- (a) deduct an amount equal to the excess Funds from any further instalments of Funds; or
- (b) demand that the Recipient pay to the Province an amount equal to the

excess Funds.

A15.2 **Debt Due.** If, pursuant to the Agreement:

- (a) the Province demands from the Recipient the payment of any Funds or an amount equal to any Funds; or
- (b) the Recipient owes any Funds or an amount equal to any Funds to the Province, whether or not the Province has demanded their payment,

such amounts will be deemed to be debts due and owing to the Province by the Recipient, and the Recipient will pay the amounts to the Province immediately, unless the Province directs otherwise.

A15.3 **Interest Rate.** The Province may charge the Recipient interest on any money owing to the Province by the Recipient under the Agreement at the then current interest rate charged by the Province of Ontario on accounts receivable.

A15.4 **Payment of Money to Province.** The Recipient will pay any money owing to the Province by cheque payable to the "Ontario Minister of Finance" and delivered to the Province as provided for in Schedule "B".

A15.5 **Fails to Pay.** Without limiting the application of section 43 of the *Financial Administration Act* (Ontario), if the Recipient fails to pay any amount owing under the Agreement, Her Majesty the Queen in right of Ontario may deduct any unpaid amount from any money payable to the Recipient by Her Majesty the Queen in right of Ontario.

## A16.0 NOTICE

A16.1 **Notice in Writing and Addressed.** Notice will be:

- (a) in writing;
- (b) delivered by email, postage-prepaid mail, personal delivery, courier or fax; and
- (c) addressed to the Province or the Recipient as set out in Schedule "B", or as either Party later designates to the other by Notice.

A16.2 **Notice Given.** Notice will be deemed to have been given:

- (a) in the case of postage-prepaid mail, five Business Days after the Notice is mailed; or
- (b) in the case of fax, one Business Day after the Notice is delivered; and

- (c) in the case of email, personal delivery or courier on the date on which the Notice is delivered.

A16.3 **Postal Disruption.** Despite section A16.2(a), in the event of a postal disruption:

- (a) Notice by postage-prepaid mail will not be deemed to be given; and
- (b) the Party giving Notice will give Notice by email, personal delivery, courier or fax.

## **A17.0 CONSENT BY PROVINCE AND COMPLIANCE BY RECIPIENT**

A17.1 **Consent.** When the Province provides its consent pursuant to the Agreement:

- (a) it will do so by Notice;
- (b) it may attach any terms and conditions to the consent; and
- (c) the Recipient may rely on the consent only if the Recipient complies with any terms and conditions the Province may have attached to the consent.

## **A18.0 SEVERABILITY OF PROVISIONS**

A18.1 **Invalidity or Unenforceability of Any Provision.** The invalidity or unenforceability of any provision of the Agreement will not affect the validity or enforceability of any other provision of the Agreement.

## **A19.0 WAIVER**

A19.1 **Waiver Request.** Either Party may, by Notice, ask the other Party to waive an obligation under the Agreement.

A19.2 **Waiver Applies.** If in response to a request made pursuant to section A19.1 a Party consents to a waiver, the waiver will:

- (a) be valid only if the Party that consents to the waiver provides the consent by Notice; and
- (b) apply only to the specific obligation referred to in the waiver.

## **A20.0 INDEPENDENT PARTIES**

A20.1 **Parties Independent.** The Recipient is not an agent, joint venturer, partner, or employee of the Province, and the Recipient will not represent itself in any way that might be taken by a reasonable person to suggest that it is, or take any



actions that could establish or imply such a relationship.

#### **A21.0 ASSIGNMENT OF AGREEMENT OR FUNDS**

A21.1 **No Assignment.** The Recipient will not, without the prior written consent of the Province, assign any of its rights or obligations under the Agreement.

A21.2 **Agreement Binding.** All rights and obligations contained in the Agreement will extend to and be binding on:

- (a) the Recipient's successors, and permitted assigns; and
- (b) the successors to Her Majesty the Queen in right of Ontario.

#### **A22.0 GOVERNING LAW**

A22.1 **Governing Law.** The Agreement and the rights, obligations, and relations of the Parties will be governed by and construed in accordance with the laws of the Province of Ontario and the applicable federal laws of Canada. Any actions or proceedings arising in connection with the Agreement will be conducted in the courts of Ontario, which will have exclusive jurisdiction over such proceedings.

#### **A23.0 FURTHER ASSURANCES**

A23.1 **Agreement into Effect.** The Recipient will:

- (a) provide such further assurances as the Province may request from time to time with respect to any matter to which the Agreement pertains; and
- (b) do or cause to be done all acts or things necessary to implement and carry into effect the terms and conditions of the Agreement to their full extent.

#### **A24.0 JOINT AND SEVERAL LIABILITY**

A24.1 **Joint and Several Liability.** Where the Recipient comprises of more than one entity, all such entities will be jointly and severally liable to the Province for the fulfillment of the obligations of the Recipient under the Agreement.

#### **A25.0 RIGHTS AND REMEDIES CUMULATIVE**

A25.1 **Rights and Remedies Cumulative.** The rights and remedies of the Province under the Agreement are cumulative and are in addition to, and not in substitution for, any of its rights and remedies provided by law or in equity.

**A26.0 FAILURE TO COMPLY WITH OTHER AGREEMENTS**

A26.1 **Other Agreements.** If the Recipient:

- (a) has failed to comply with any term, condition, or obligation under any other agreement with Her Majesty the Queen in right of Ontario or one of Her agencies (a “**Failure**”);
- (b) has been provided with notice of such Failure in accordance with the requirements of such other agreement;
- (c) has, if applicable, failed to rectify such Failure in accordance with the requirements of such other agreement; and
- (d) such Failure is continuing,

the Province may suspend the payment of Funds for such period as the Province determines appropriate.

**A27.0 SURVIVAL**

A27.1 **Survival.** The following Articles and sections, and all applicable cross-referenced Articles, sections and schedules, will continue in full force and effect for a period of seven years from the date of expiry or termination of the Agreement: Article 1.0, Article 2.0, Article A1.0 and any other applicable definitions, section A2.1(a), sections A4.4, A4.5, A4.6, section A5.2, section A7.1, A7.2 (to the extent that the Recipient has not provided the Reports or other reports as the Province may have requested and to the satisfaction of the Province), sections A7.3, A7.4, A7.5, A7.6, A7.7, A7.8, Article A8.0, Article A9.0, section A11.2, sections A12.1, sections A12.2(d), (e), (f), (g), (h), (i), and (j), Article A13.0, Article A14.0, Article A15.0, Article A16.0, Article A18.0, , section A21.2, Article A22.0, Article A24.0, Article A25.0 and Article A27.0.

**- END OF GENERAL TERMS AND CONDITIONS -**

**SCHEDULE “B”**  
**PROJECT SPECIFIC INFORMATION AND ADDITIONAL PROVISIONS**

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<b>Maximum Funds</b>	Up to \$20,988
<b>Expiry Date</b>	March 31, 2024
<b>Amount for the purposes of section A5.2 (Disposal) of Schedule “A”</b>	\$5000.00
<b>Insurance</b>	\$ 2,000,000
<b>Contact information for the purposes of Notice to the Province</b>	<p><b>Position:</b> Brenda Vloet</p> <p><b>Address:</b> Manager, Municipal Programs and Outreach Unit</p> <p><b>Fax:</b> 777 Bay Street, Toronto, Ontario M7A 2J3, 16th Floor</p> <p><b>Email:</b> Brenda.Vloet@ontario.ca</p>
<b>Contact information for the purposes of Notice to the Recipient</b>	<p><b>Position:</b></p> <p><b>Address:</b></p> <p><b>Fax:</b></p> <p><b>Email:</b></p>
<b>Contact information for the senior financial person in the Recipient organization (e.g., CFO, CAO) – to respond as required to requests from the Province related to the Agreement</b>	<p><b>Position:</b></p> <p><b>Address:</b></p> <p><b>Fax:</b></p> <p><b>Email:</b></p>

**Additional Provisions:**

- B1 Section 4.2 of Schedule “A” is amended by adding the following subsection:**
- (e) The Province is not obligated to provide any Funds to the Recipient that exceed 75% of the incurred project costs.

**B2 Section 4.3 of schedule “A” is amended by adding the following subsection:**

- (e) not use the Funds for the purpose of paying the Recipient’s regular salary costs.
- (f) not use Funds for the purpose of purchasing land, buildings or vehicles

**SCHEDULE "C"**  
**PROJECT**

<b>Project Title</b>
Town of Arnprior Telecom Modernization
<b>Objectives</b>
The objective of the Project is to implement a modernized telecommunications service, with the goal of establishing reliable telecommunications with less outages and loss of service for residents.
<b>Description</b>
<p>The Recipient will retain a third-party Information Technology (IT) provider to:</p> <ul style="list-style-type: none"> <li>• Review the different telecom platforms available to replace the Recipient's outdated VOIP system, considering such factors as the format of the new system, its fit with existing operations, costs to implement, and the warranties/service standards for reducing outages; and</li> <li>• Assist the Recipient with the selection and implementation of a new telecommunications system while ensuring compatibility with the Recipient's current network.</li> </ul>

**SCHEDULE "D"**  
**BUDGET**

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<b>Item</b>	<b>Amount</b>
Reimbursement of up to 75% of Project costs incurred between August 16, 2021 to the earlier of February 28, 2023 or the submission of the Final Report Back.	Up to \$20,988

**SCHEDULE "E"**  
**PAYMENT PLAN**

<b>Milestone</b>	<b>Scheduled Payment</b>
<ul style="list-style-type: none"> <li>• <b>Execution of Agreement</b></li> </ul>	Initial payment of \$14,692 made to Recipient no more than thirty (30) days after the execution of the Agreement.
<ul style="list-style-type: none"> <li>• <b>Submission of one (1) Interim Report Back</b></li> </ul>	Interim payment made to the Recipient no more than thirty (30) days after the Province's approval of the Interim Report Back for costs incurred and submitted as part of the First Interim Report Back that exceed the initial payment.
<ul style="list-style-type: none"> <li>• <b>Submission of Final Report Back to the Province</b></li> </ul>	Final payment of up to \$6,296 less any amount paid as part of the interim payment made to the Recipient no more than thirty (30) days after the Province's approval of the Final Report Back.

**SCHEDULE “F”  
REPORTS**

Name of Report	Reporting Due Date
1. Interim Report Back	May 30, 2022
2. Final Report Back	February 28, 2023
3. Annual Report Back	February 28, 2024

**Report Details**

**1. Interim Report Back**

The Recipient will submit one (1) Interim Report Back to the Province by May 30, 2022, using the reporting template provided by the Province. The Interim Report Backs will include:

- A written description of what the Recipient has completed for the Project to date and what will be completed by the Final Report Back,
- A list of actual costs to carry out the Project paid by the Recipient, with supporting documentation, such as invoices or receipts, showing actual costs incurred.

**2. Final Report Back**

The Recipient will submit a Final Report Back to the Province once the Project is completed and by February 28, 2023 using the reporting template provided by the Province. The Final Report Back will include:

- A 250-word abstract of the Project and its findings
- A written description of the Project and the forecasted annual savings and other efficiency outcomes for the Recipient,
- The actual costs to carry out the Project that have not been included as part of the Interim Report Back paid by the Recipient with supporting documentation, such as invoices or receipts, showing actual costs incurred.
- A statement indicating an updated estimate of annual cost savings realized through the Project, which will be the performance measure.

**3. Annual Report Back**

The Recipient will submit an Annual Report Back to the Province using the reporting template provided by the Province. The Annual Report Back will include:



- A statement indicating the actual cost savings and efficiency outcomes from the Project over the course of the year.