

# Town of Arnprior Regular Meeting of Council Agenda Date: Monday, June 13, 2022 Time: 6:30 p.m.

### Location: Council Chambers – 105 Elgin Street West, Arnprior

- 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 May 24, 2022 (Page 1-10)
- 8. Awards/ Delegations/ Presentations

#### Delegation

a) Tom Peckett, Sustane Technologies

#### Presentations

- **a)** Tabling of the Growth Management Study, Watson & Associates Economists Ltd.
- 9. Public Meetings
- 10. Matters Tabled/ Deferred/ Unfinished Business

#### 11. Staff Reports

- a) 2022 Sidewalks Replacements County Road 1, Ryan Wall, Engineering Officer (Page 11-13)
- **b) Bill 109, More Homes for Everyone Act,** Payton Hofstetter, Junior Planner and Robin Paquette, CAO (Page 14-37 )
- c) Nick Smith Centre Pro Shop Rental Agreement, Graeme Ivory, Director of Recreation (Page 38-40)
- d) Bi-Annual Financial Update May 2022, Jennifer Morawiec, GMCS / Treasurer (Page 41-46)
- e) Application to Municipal Grants Policy Greater Amprior Seniors Council (GASC), Kaila Zamojski, Deputy Clerk (Page 47-67)
- f) Application to Municipal Grants Policy NeighbourLink Fountain, Maureen Spratt, Town Clerk (Page 68-91)
- **g)** Proclamation June 17 and 18, CDKL5 Canada Awareness Days, Kaila Zamojski, Deputy Clerk (Page 92-95)

#### 12. Committee Reports and Minutes

- a) Inclusivity and Diversity Advisory Committee Minutes May 5, 2022 (Page 96-98)
- 13. Notice of Motion(s)
- 14. County Councillor's Report from County Council
- 15. Correspondence & Petitions
  - a) Correspondence
    - i. Correspondence Package I-22-June-11
    - ii. Correspondence Package A-22-June-07

#### 16. By-laws & Resolutions

- a) By-laws
  - i. By-law Number 7311-22 Award Contract Library Expansion Project (Page 99-100)
  - ii. By-law Number 7312-22 Amend By-law 6777-17 Delegation of Authority to authorize Site Plan Control (Page 101-102)
  - iii. By-law Number 7313-22 Authorize Lease Agreement with Canadian Pro Shop (Page 103-119)

#### 17. Announcements

#### 18. Media Questions

#### 19. Closed Session

One (1) matter pursuant to the Municipal Act, 2001 Section 239(2)(b) to discuss a personal matter about an identifiable individual, including municipal or local board employees (High School Bursary)

One (1) matter pursuant to the Municipal Act, 200 Section 239 (2)(c) a proposed or pending acquisition or disposition of land by the municipaty or local board (Tax Sales)

One (1) matter pursuant to the Municipal Act, 2001 Section 239 (2)(b)(d)to discuss a personal matter about an identifiable individual, including municipal or local board employees; labour relations or employee negotiations (Organizational Review)

#### 20. Confirmatory By-law

By-law No. 7314-22 to confirm the proceedings of Council

### 21. Adjournment

Please note:. Please see the Town's <u>Website</u> 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 <u>Website</u>. 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 May 24, 2022 6:30 PM Town Hall, Council Chambers – 105 Elgin St. W. Arnprior, ON.

#### **Council and Staff Attendance**

#### **Council Members Present:**

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

#### Council Members Absent:

#### Town Staff Present:

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

#### 1. Call to Order

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

Mayor Stack noted the significant weather event that took place this past weekend and asked the General Manager, Operations to provide a brief update on the status of certain areas in the Town of Arnprior.

The General Manager, Operations provided a brief status update on the Town after the significant weather event, noting overall the Town faired a lot better than many of our neighbours. He noted a number of trees require clean up on roads and in parks, and there was a sewage by-pass also experienced, which resulted in a beach closure. The General Manager, Operations thanked all staff who came in to assist over the weekend. He further noted the Town has also reached out to our neighbours in Greater Madawaska, to offer our assistance, as they have declared a state of emergency.

#### 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 174-22 Moved by Tom Burnette Seconded by Lisa McGee

**Be It Resolved That** the amended agenda, for the Regular Meeting of Council dated Tuesday, May 24, 2022 be adopted, with the addition of item numbers 11 (vii) and 16 (a)(v) – Staff Report and By-law – Robert Simpson Park Canteen Rental Agreement, as well as the removal of one closed session matter under item number 19 (Commemorative Naming). Resolution Carried

#### 5. Disclosures of Pecuniary Interest

Councillor Lynn Grinstead declared the following pecuniary interest:

"I Councillor Lynn Grinstead have a pecuniary interest in Item Number 19 – Closed Session (Awards), as I have been nominated."

Councillor Lisa McGee declared the following pecuniary interest:

"I Councillor Lisa McGee has a pecuniary interest in Item Number 8 - Delegations (a) – Greater Amprior Seniors Council (GASC), due to the proximity of the proposed project to my home."

#### 6. Question Period

None

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

Resolution Number 175-22 Moved by Chris Toner Seconded by Lynn Grinstead **That** the minutes of the Regular & Special Meetings of Council listed under item number 7 (a) and (b) on the Agenda be adopted (Regular Meeting of Council – May 9, 2022; Special Meeting of Council – May 17, 2022).

**Resolution Carried** 

#### 8. Awards/Delegations/Presentations

#### Presentations

#### a) 2021 Financial Statements, Serena Deschamps KPMG

Serena Deschamps of KPMG provided an overview of the 2021 Financial Statements, and responded to questions.

#### b) Recreation Passport, Recreation Program Coordinator

The Recreation Program Coordinator provided an overview of the Recreation Passport presentation included in the Agenda Package, and responded to questions.

#### Delegation

Councillor Lisa McGee vacated her seat at the Council table.

#### a) Darrel O'Shaughnessy – Greater Arnprior Seniors Council

Darrel O'Shaughnessy, Chair of the Greater Arnprior Seniors Council (GASC) provided a verbal presentation, outlining the documents included in the Agenda Package.

Mr. O'Shaughnessy noted the Greater Amprior Seniors Council is looking to find a new home for the Seniors Active Living Centre (SALC) and Men's Shed Programs. The GASC is looking at the Christian Education Centre (CEC) in Amprior as a potential opportunity to house these programs in the future. In order to move forward with this project, a preliminary site assessment and hazard substance report are required. The GASC noted this will cost \$35,000. Expressions of interest from Grace St. Andrews United Church, Amprior Regional Health, Sullivan & Son Construction, Township of McNab/Braeside, and Town of Amprior have been received.

The GASC is asking the Town of Arnprior to contribute \$7,000, to share the cost of the initial assessment and hazard substance report.

Following a question and answer period Mayor Stack requested a Municipal Grant application be submitted for Council consideration.

Councillor Lisa McGee resumed her seat at the Council table.

9. Public Meetings

None

10. Matter Tabled/ Deferred/ Unfinished Business None

#### 11. Staff Reports

 a) Library Expansion Tender PW-2022-06 – Engineering Officer – Facilities & Assets Resolution Number 176-22 Moved by Chris Toner Seconded by Dan Lynch That Council not proceed with the current tender award for an extension to the Arnprior Public Library building (PW 2022-06).

**That** Council direct staff to form a joint committee between Library and Town staff to consider alternative options to obtain additional usable space for the Arnprior Public Library including consideration of an increased Arnprior Public Library building expansion footprint to meet future growth requirements.

**Resolution Lost** 

Resolution Number 177-22 Moved by Lisa McGee Seconded by Lynn Grinstead That Council award PW-2022-06 – Extension to the Arnprior Public Library project to Renokrew in the amount of at \$1,117,264.80 after net HST, with the shortfall of \$430,122.80 being funded from the Capital Expenditure Reserve Fund.

Councillor Lisa McGee requested a recorded vote:

Lisa McGee	Yes
Chris Toner	No
Tom Burnette	No
Lynn Grinstead	Yes
Ted Strike	Yes

Dan Lynch Yes Walter Stack Yes

**Resolution Carried** 

#### b) Request to Purchase Town-Owned Lands & Sale and Declaration of Surplus Municipal Lands – Norma Street South - CAO

Resolution Number 178-22 Moved by Dan Lynch Seconded by Lynn Grinstead **That** Council receive report number 22-05-24-02 Sale and Declaration of Surplus Municipal Lands – Norma Street South; and

**That** Council declare lands identified as Part 1 and the remainder of Part 2 on Registered Plan 49R-12945, as surplus lands to the Town of Arnprior; and

**That** Council, in its sole discretion, identify the following methods for the disposal of surplus lands:

• Disposal of non-viable land by direct sale/negotiation with set value of \$1/ft2;

**And That** Council direct staff to provide notice of Council's intention of the sale and disposal of lands in accordance with Section 6.6 of Policy AS-CP-14 Sale and Disposition of Land.

**Resolution Carried** 

#### c) Disconnecting from Work Policy – General Manager, Client Services/Treasurer

Resolution Number 179-22 Moved by Lisa McGee Seconded Dan Lynch **That** Council authorize a by-law adopting a Disconnecting from Work Policy HR-ES-08 and that the policy be issued to all staff in accordance with the requirements under the Employment Standards Act, 2000 (ESA); and

**That** Council authorize a by-law amending the Hours of Work Policy HR-ES-06 to include an updated Appendix A: Full-Time Administration Positions Chart.

**Resolution Carried** 

#### d) Proclamation – Seniors Month – Deputy Clerk

Resolution Number 180-22 Moved by Lynn Grinstead Seconded by Chris Toner That Council proclaim June 2022 as Seniors Month in the Town of Arnprior.

**Resolution Carried** 

The Town Clerk read the following proclamation: **Whereas** Seniors' Month is an annual nation-wide celebration; and

**Whereas** Seniors have contributed and continue to contribute to the life and vibrancy of this community; and

Whereas Seniors continue to serve as leaders, mentors, volunteers, and important and active members of this community; and

**Whereas** June is Seniors Month in Ontario, and it is a time when we recognize our amazing older adults and the many contributions they have made in our communities; and

**Whereas** the 2022 theme for Seniors Month in Ontario is Stay Active, Connected and Safe; and

**Whereas** the Greater Amprior Seniors Council (GASC) will be working with the Seniors Active Living Centre (SALC) to provide increased programming for Seniors in our community, throughout the month of June.

**Therefore be it resolved that** I, Walter Stack, Mayor, do hereby proclaim the month of June 2022 as "Seniors' Month" in the Town of Arnprior and encourage all citizens to recognize and celebrate the accomplishments of our seniors.

#### e) Proclamation – Parks and Recreation Month – Deputy Clerk

Resolution Number – 181-22 Moved by Tom Burnette Seconded by Ted Strike That Council proclaim June 2022 as Recreation and Parks Month in the Town of Arnprior. Resolution Carried

The Town Clerk read the following proclamation:

**Whereas**, in the Town of Arnprior, we are fortunate to have a variety of recreation and parks systems providing countless recreational opportunities for residents and visitors from around the world; and

**Whereas**, recreation enhances quality of life, balanced living and lifelong learning; helps people live happier and longer; develops skills and positive self-image in children and youth; develops creativity; and builds healthy bodies and positive lifestyles; and

**Whereas**, recreational participation builds family unity and social capital; strengthens volunteer and community development; enhances social interaction; creates community pride and vitality; and promotes sensitivity and understanding to cultural diversity; and

**Whereas**, parks, open space and trails provide active and passive outdoor recreation opportunities, help maintain clean air and water; and promotes stewardship of the natural environment; and

**Whereas**, recreation, therapeutic recreation and leisure education are essential to the rehabilitation of individuals who have become ill or disabled, or disadvantaged, or who have demonstrated anti-social behavior; and

**Whereas**, the benefits provided by recreation programs, services and parks, and open space, reduce healthcare and social service costs; serve to boost the economy, economic renewal and sustainability; enhance property values; attract new business; increase tourism; and curb employee absenteeism; and

**Whereas** the Town of Arnprior is participating in the ParticipACTION Community Better Challenge, a national physical activity initiative that encourages Canadians to get active in search of Canada's Most Active Community; and

**Whereas** organizations, schools, sports groups, recreation centres and workplaces can participate in the challenge by tracking the group activities they organize on the Community Better Challenge website from June 1st-30th; and

**Whereas** the Town of Arnprior's Recreation Department has also created a campaign called 'Recreation Passport', available at the Nick Smith Centre, that includes 12 barrier free activities that the community can engage in to stay active.

**Therefore be it resolved that** I, Walter Stack, Mayor, do hereby proclaim the month of June 2022 as "Recreation and Parks Month" in the Town of Arnprior and encourage all citizens to recognize the benefits and values of Recreation and Parks in Arnprior and participate in the many activities taking place this month and throughout the year.

#### f) Proclamation – Pride Week – Deputy Clerk

Resolution Number 182-22 Moved by Lynn Grinstead Seconded by Lisa McGee That Council proclaim June 20-26, 2022 as Pride Week in the Town of Arnprior. Resolution Carried

The Town Clerk read the following proclamation: **Whereas** the Town of Arnprior strives to be a safe, welcoming and inclusive community for all; and

**Whereas** the Pride rainbow flag is an important symbol of hope and acceptance for 2SLGBTQ+ youth and adults who continue to face stigma, discrimination, isolation and bullying in their home, workplaces and community spaces, simply for being who they are; and

**Whereas** this puts 2SLGBTQ+ individuals at elevated risk of mental-health issues, substance abuse, homelessness and suicide; and

**Whereas** the Pride Flag sends a message that Renfrew County and the Town of Arnprior is a safe and welcoming place for all; and

**Whereas** flying the rainbow flag at Town Hall during Pride Week symbolizes the Town's celebration of diversity and support for the 2SLGBTQ+ community.

**Therefore be it resolved that** I, Walter Stack, Mayor proclaim the week of June 20 - 26, 2022 "Pride Week" in the Town of Arnprior. I encourage all citizens to take note of this special week and consider what steps we can take to make our community a safe and inclusive place for all, regardless of sexual orientation, gender identity, or gender expression.

#### g) Robert Simpson Park Canteen Rental Agreement – Director of Recreation

Resolution Number 183-22 Moved by Dan Lynch Seconded by Lynn Grinstead That Council authorize the Mayor and Clerk to execute the Lease Agreement with Michelle Brennan, Alicia Ott and Matthew Ott on behalf of the Town of Arnprior for the Robert Simpson Park canteen with the terms as outlined within this report.

**Resolution Carried** 

#### 12. Committee Reports and Minutes

a) Operations Advisory Committee Minutes – March 21, 2022

Resolution Number 184-22 Moved by Dan Lynch

Seconded by Lynn Grinstead

That Council receive the Operations Advisory Committee Minutes of March 21, 2022 as information.

**Resolution Carried** 

#### 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:

- Operations Committee is recommending to County Council that the Speed Limit By-Law be updated to change the posted speed limit along County Road 1 (Madawaska Boulevard) between Connifer Lane (Renfrew County Boundary) and 600 metres north of the Renfrew County Boundary to 60km/hr. Director Perkins advised the committee that the Town of Arnprior, Director of Operations, John Steckly was an integral part of this updated speed limit.
- Economic Development Officer Alistair Baird (resident of Arnprior) is retiring June 30, 2022.
- "Connecting the East: A Draft Transportation Plan for Eastern Ontario" The Province of Ontario has released its plan to build a better transportation system in eastern Ontario.
  - Two points of interest:
    - To Establish a task force of local mayors and Indigenous leaders to make recommendations to the Ministry of Transportation (MTO) on additional actions to improve rail, bus and local transit services across eastern Ontario; and
    - To support the sustainability of local airports in the region. MTO recently conducted an airport survey to update data on the role of Ontario's local airports in supporting economic development and public service delivery. Our Airport was part of this survey.

- Arnprior Housing Statistics:
  - $\circ$  2021 sold = 32 with an average sale price of \$515,666; and
  - 2022 sold = 28 with an average sale price of \$639,329 an increase of \$123,663.
- Taste of the Valley date and location information:
  - o 19 August Barry's Bay Royal Canadian Legion
  - 26 August Eganville Royal Canadian Legion Field
  - 24 September Renfrew Low Square Town Hall
  - $\circ~$  01 October Deep River Town Hall Parking Lot
  - 02 October Arnprior John Street
  - o 15 October Cobden Cobden Fairgrounds
  - White Lake Road Official Plan Amendment Appeal The Town of Arnprior adopted Official Plan Amendment No. 3 (OPA No. 3) to the Town's Official Plan. The re-designation would facilitate the development of a future plan of subdivision on the property which is located off of White Lake Road and abuts the Arnprior airport and the Antrim Truck Stop. The County received an appeal to the amendment from a private resident. The Ontario Land Tribunal has scheduled a case management conference for May 30.
  - The "Spongy Moth" (formerly known as Gypsy Moth) will be infesting our community this year. There is no remedial action being taken.

#### 15. Correspondence & Petitions

#### a) Correspondence Package – I-22-MAY-10

Resolution Number 185-22 Moved by Lisa McGee Seconded by Lynn Grinstead **That** the Correspondence Package Number I-22-MAY-10 be received as information and filed accordingly.

**Resolution Carried** 

County Councilor Dan Lynch noted the following: see notes

- Page 2 A reminder to residents that June 2<sup>nd</sup> is the Provincial Election.
- Page 8 If you're thinking of visiting CFB Petawawa expect delays trying to cross the Petawawa Bridge as it is under construction until sometime in November.
- Page 11 A reminder that the Silver Chain Challenge has commenced and has the Counties of Lanark and Renfrew competing for the bragging rights for which County had the most "active" residents.
- Page 18 The Federal Government is forgiving \$50 million in unpaid student loans from the Federal Department of Employment.

#### b) Correspondence Package A-22-MAY-06

Resolution Number 186-22 Moved by Tom Burnette Seconded by Lisa McGee That the Correspondence Package Number. A-22-May-06 be received, and that the recommendations outlined be brought forward for Council's consideration.

**Resolution Carried** 

Resolution Number 187-22

Moved by Tom Burnette

Seconded by Lisa McGee

That Council of the Corporation of the Town of Arnprior approves the request from the Arnprior Regional Health Foundation, to include a letter from the Foundation in the July Town of Arnprior water bill mailing, at no cost to the foundation.

**Resolution Carried** 

#### 16. By-laws & Resolutions

#### a) By-laws

Resolution Number 188-22 Moved by Lynn Grinstead Seconded by Lisa McGee

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

- i. By-law Number 7305-22 Adopt the 2021 Consolidated Audited Financial Statements
- ii. By-law Number 7306-22 Adopt 2021 Surplus (Shortfall) Funds
- iii. By-law Number 7307-22 Adopt Policy HR-ES-08 Disconnecting from Work Policy
- iv. By-law Number 7308-22 Amend Policy HR-ES-06 Hours of Work Policy Appendix A Full-Time Administration Positions
- v. By-law Number 7309-22 Robert Simpson Park Canteen Rental Agreement

**Resolution Carried** 

#### 17. Announcements

Councillor Ted Strike made the following announcement:

• Thanks to the County Trail committee for allowing stop signs erected on the pedestrian crosswalk on Thomas Street, as this has made a positive impact.

Mayor Walter Stack made the following announcement:

The Greater Arnprior Chamber of Commerce Awards Gala took place on May 18<sup>th</sup>, where the Town of Arnprior awarded the 2022 Volunteer of the Year Award to Arnold McIntyre and a 2022 Special Volunteer Recognition Award (COVID-19) to Maggie Harbert. Council will be attending the home of Arnold McIntyre to present him with his award later this week, as he was not able to be in attendance.

The following other awards were presented at the Gala:

- New business award Valley Girls Plus
- $\circ~$  Skilled Trades Award Saylor Plumbing
- Not-For-Profit Award Men's Shed
- o Best Storefront Award White Pine Books and Children Boutique
- Business of the Year Award Bee Savvy
- President's Award Gilks Signs and Trophies

#### 18. Media Questions

None

#### 19. Closed Session

Resolution Number 189-22 (8:34 pm) Moved by Chris Toner Seconded by Dan Lynch That Council move into Closed Session regarding:

• One (1) matter pursuant to the Municipal Act, 2001 Section 239(2)(b) to discuss a personal matter about an identifiable individual, including municipal or local board employees (Awards)

**Resolution Carried** 

Councillor Lynn Grinstead vacated her seat at the Council table at 8:34 pm.

Resolution Number 190-22 (8:50 pm) Moved by Tom Burnette Seconded by Lisa McGee That Council resume to the Regular Meeting of Council.

**Resolution Carried** 

Resolution Number 191-22 Moved by Chris Toner Seconded by Dan Lynch The Council direct staff to facilitate awarding the 2022 Senior of the Year Award to Josie Scott and the Town Award to Lynn Grinstead.

**Resolution Carried** 

#### 20. Confirmatory By-Law

Resolution Number 192-22 Moved by Chris Toner Seconded by Dan Lynch **That** By-law No. 7310-22 being a By-law to confirm the proceedings of the Regular Meeting of Council held on May 24, 2022 be and it is hereby enacted and passed.

**Resolution Carried** 

#### 21. Adjournment

Resolution Number 193-22 Moved by Lisa McGee Seconded by Tom Burnette **That** this meeting of Council be adjourned at 8:51 pm.

**Resolution Carried** 

Signatures

Walter Stack, Mayor

Maureen Spratt, Town Clerk



### **Town of Arnprior Staff Report**

Subject: 2022 Sidewalk Replacements – County Road 1 Report Number: 22-06-13-01 Report Author and Position Title: Ryan Wall, Engineering Officer Department: Operations Meeting Date: June 13, 2022

#### **Recommendations:**

That Council authorize the expenditure of \$211,175.42 (Incl HST) for the rehabilitation of sidewalks along Madawaska Street (County Road 1) as part of the County of Renfrew's Tender PWC-2022-01, funded by a combination of available Asphalt Repair and Maintenance Operating Budget and surplus capital funds from project PW-2021-02 Alicia Street Reconstruction (2-5-2000-8700 cc. 2102); and

That Council authorize the CAO to execute such documentation as may be necessary to proceed with the project.

#### **Background:**

As part of the County of Renfrew's 2022 Capital Works Program, the County of Renfrew's Public Works and Engineering Department published Tender PWC-2022-01 for the resurfacing of Madawaska Street between Harrington Street and John Street North. As part of this project, the County of Renfrew, coordinated with Town of Arnprior staff, to include sidewalk patches and repairs in the tender. This approach has been successfully executed in the past, and ensures that all surface repairs are able to occur concurrently.

#### Discussion:

On June 2<sup>nd</sup>, 2022, the County of Renfrew Public Works and Engineering Department closed Tender PWC-2022-01 Madawaska Street Resurfacing.

Upon closing of the tender, a submission was received from one firm, Cavanagh Construction. Following the tender closing, County of Renfrew Staff advised the Town of Arnprior of the cost for the sidewalk repair portion of the project. The cost to the Town for sidewalk repairs, using the rates provided in the tender submission from the sole bidder, Cavanagh Construction, is \$211,175.42 including HST.

The scope of the work includes replacing 655 m<sup>2</sup> of sidewalk along Madawaska Street (County Road 1) including installation of Tactical Walking Surface Indicators where required by Accessibility for Ontarians with Disabilities Act (AODA). The Town of Arnprior is responsible for construction, maintenance and replacement of sidewalks along all County Roads. Making the repairs included in the tender, in concurrence with the County's portion of the resurfacing works, will also mean that any necessary curb repairs or asphalt surface reinstatement will be included in the scope of the County's portion of the works.

#### **Options:**

Council could choose not to proceed with dedicating the funding to this project, though this is not recommended, as it would result in a separate project and disruption caused by the second project at a future time.

#### **Policy Considerations:**

This project was tendered through the County's competitive tendering process; however given the costs of the works, Council authorization is required for additional funding.

#### **Financial Considerations:**

The cost to the Town to complete this work, when factoring for net HST rebate is \$190,170.01. Currently there is approximately \$100,000.00 available in the Asphalt Repair and Maintenance operating budget and an estimated \$200,000.00 surplus from the 2021 Alicia Street Reconstruction project. The cost of this project will be funded first from available operating budget funds with the remaining cost being funded by surplus capital funds from the Alicia Street Reconstruction project PW-2021-01 (2-5-2000-8700 cc. 2102).

#### **Meeting Dates:**

N/A

#### **Consultation:**

- Jennifer Morawiec, General Manager, Client Services/ Treasurer
- John Steckly, General Manager, Operations
- County of Renfrew Public Works and Engineering Department

#### **Documents:**

N/A

#### Signatures

Reviewed by Department Head: John Steckly, General Manager, Operations Reviewed by General Manager, Client Services/Treasurer: Jennifer Morawiec CAO Concurrence: Robin Paquette Workflow Certified by Town Clerk: Maureen Spratt



Subject: Bill 109: *More Homes for Everyone Act 2022* Department: Community Services Branch Report Number: 22-06-13-02 Report Author: Payton Hofstetter, Junior Planner and Robin Paquette, CAO Meeting Date: June 13th, 2022

#### **Recommendations:**

**That** Council receives Staff Report 22-06-13-01, as information regarding Bill 109, the *More Homes for Everyone Act 2022*.

**And Further That** Council pass a by-Law, being a by-law to amend the Delegation of Authority Bylaw, 6777-17, for the purposes of delegating site plan approval authority to the CAO, as an officer of the Corporation of the Town of Arnprior, and to authorizes the CAO to enter into standard-form Site Plan Agreements, in accordance with Bill 109, *the More Homes for Everyone Act, 2022.* 

#### Background:

Bill 109 is the province's response to the Ontario Housing Affordability Task Force Report's recommendations released on February 8, 2022. The task force report indicated that the province requires 1.5 million homes over the next 10 years. Bill 109 amends four pieces of legislation including the Planning Act; the Development Charges Act, 1997; the New Home Construction Licensing Act, 2017; and the Ontario New Home Warranties Plan Act. The main objective of Bill 109 is to increase housing supply, address market speculation and protect homebuyers, owners, and renters.

#### Discussion:

Bill 109, the *More Homes for Everyone Act, 2022*, was introduced on March 30, 2022 and received royal assent on April 14, 2022, and is now law. Some provisions are effective immediately, whereas others are effective at a later date. Among those provisions taking effect in the near future, delegation of site plan approval authority to staff is required no later than July 1, 2022.

A summary of the legislative changes introduced through Bill 109 is provided in the Ministry of Municipal Affairs Technical Overview attached as "**Appendix A**". Some of the more important changes to the Planning Act are listed below for Council's consideration.

#### 1. Refund of Applications Fees (Schedule 5 of Bill, section 4)

New subsection 34 (10.12) of the Planning Act provides rules that require municipalities to gradually refund application fees if the municipality fails to make a decision on an application within the following legislated timelines, starting January 1st, 2023:

Amount of refund	Type of Planning Application		
	Zoning & OPA combined	Zoning	Site Plan
No refund	Decision is made within 120 days	Decision is made within 90 days	Plans are approved within 60 days
50%	Decision made within 121 days and 179 days	Decision made within 91 days to 149 days	Plans are approved between 61 days and 89 days
75%	Decision made within 180 and 239 days	Decision made 150 days and 209 days	Plans are approved 90 days and 119 days
100%	Decision made 240 days and later	Decision made 210 days and later	Plans are approved 120 days and beyond

Council is required to make a decision within the legislated timelines above that start once staff deem an application submission complete. This has not been an issue for the Town, but Council should be cognizant of these timelines when deferring decisions on future applications. It should be noted that the legislated timeline does not have a 'stop the clock' mechanism for when applicants are required to respond to comments or requirements and submit a revision package. Additionally, applications that are required to hold a statutory public meeting or provide notice, must comply within these legislated time frames. Notably, the legislated timeline to make a decision on Site Plan Control applications has been amended from 30 days to 60 days.

#### 2. Site Plan Control (Schedule 5 of Bill (Planning Act) subsection 7 (5))

Amendments were made to section 41 of the Planning Act, requiring that Site Plan Approval authority be delegated by Council to an officer, employee or agent no later than July 1<sup>st</sup>, 2022. Furthermore, Section 23(1) of the Municipal Act, 2001, S.O. 2001 c.25 as amended, allows Council to delegate its powers and duties. As such staff have included a recommendation to this report to amend the Delegation of Authority By-law to include a provision to delegate Site Plan Approval and the signing of Site Plan Agreements to the CAO.

The legislation suggests that considering the technical nature of the material, approval of site plan applications may be better suited to municipal staff. New subsection (41.4.0.1) requires the appointment of an authorized person for the purposes of Subsection 4 being the approval of plans and drawings in designated Site plan Controlled areas (the entire Town is designated a Site Plan Control area). There are no proposed changes to the requirements of a site plan control application nor are staff recommending any changes to the Town's standard Site plan Agreement format at this time.

Other related changes for Site Plan Control are the introduction of provincially stipulated complete application requirements, which may require the Town to update its Site Plan Control policy in the Official Plan.

Municipalities may now mandate pre-consultations with staff as a requirement for a Site Plan Application. The Town of Arnprior Official Plan already mandates pre-consultations with Staff for Site Plan Control applications, and Council adopted By-law 7168-21 to require pre-consultation for all Planning Act applications.

#### 3. Surety Bonds (Schedule 5 of Bill, section 13)

The changes provide the Minister of Municipal Affairs and Housing with regulation-making authority to authorize owners of land and applicants to stipulate the type of surety bonds and other prescribed instruments which may be used to secure agreement obligations in connection with local approval of land use planning matters. The Town currently accepts Lines of Credit or cash as securities. The municipality may now be required to accept surety bonds as security for development projects where required.

The regulation-making authority regarding surety bonds will come into force on a day to be named by proclamation.

#### 4. Plan of Subdivisions (Schedule 5 of Bill, section 9)

New rules have been added to Section 51 of the Planning Act, permitting approval authority to reinstate draft plan of subdivisions that have lapsed within the last 5 years without requiring the need for a new application (providing that no agreements of purchase and sale had been entered into prior to the lapsing of the draft plan of subdivision). It also gives the province the authority to prescribe what can and cannot be required as a condition of draft plan approval.

The Town may be required to update its standard Draft Conditions but staff will await further Provincial direction at this time.

#### 5. Public Reporting (Schedule 5 of Bill, Sections 11 and 12)

New section 64 provides the Minister with authority to require public reporting by planning authorities on development applications and approvals, including determining the format of municipal reporting.

Staff are awaiting further direction from the province regarding reporting details requirements.

#### **Development Charges Act (Schedule 2 of Bill)**

The Development Charges Act, 1997 require the municipal treasurer to provide the municipal council with an annual financial statement related to development charges and reserve funds each year. Amendments to the Development Charges Act will now require the treasurer's report relating to development charge by-laws and reserve funds to be available to the public online. The Treasurer's report of the annual financial statement can be viewed on the Town's website.

#### **Options:**

None at this time.

#### Policy Considerations:

Bill 109, More Homes for Everyone Act, 2022

#### **Financial Considerations:**

None at this time.

#### **Meeting Dates:**

• Not applicable.

#### Consultation:

- County of Renfrew Planners
- Emma Blanchard, BLG

#### Documents:

• Municipal Affairs Technical Overview Bill 109

#### Signatures

#### **Reviewed by Department Head:**

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

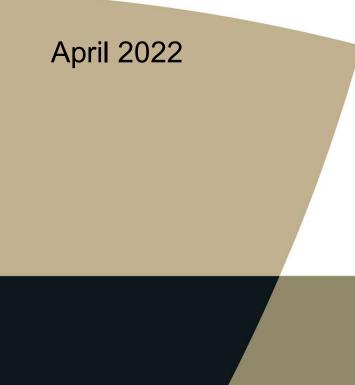
CAO Concurrence: Robin Paquette

Workflow Certified by Town Clerk: Maureen Spratt

Ministry of Municipal Affairs and Housing

# **Technical Overview**

# Bill 109, the More Homes for Everyone Act, 2022





# Context

More Homes for Everyone builds on the success of the Housing Supply Action Plan 2019 by introducing a range of cross-government initiatives that will help increase supply, address market speculation, and protect homebuyers, owners and renters.

### Legislative and Regulatory Changes

- Changes to the Planning Act, Development Charges Act, 1997, City of Toronto Act, 2006 and to regulations under the Planning Act and Development Charges Act, 1997.
- Legislative amendments to and regulatory amendments under the New Home Construction Licensing Act, 2017 and the Ontario New Home Warranties Plan Act to strengthen consumer protection for new home purchasers.

### Other Initiatives Included in the Plan

Funding commitments and policy and program changes that represent cross-government efforts that will help increase supply and improve affordability.

# More Homes for Everyone

Less red tape, more homes

Make it easier to build community housing

Protect home buyers, homeowners and renters



# **Summary of Legislative Changes**

On March 30, 2022, the government introduced Bill 109, the More Homes for Everyone Act. The Bill was passed by the Legislature and received Royal Assent on April 14, 2022.

Schedules 1, 2 and 5 of the bill make changes to the Planning Act, City of Toronto Act, 2006 and the Development Charges Act, 1997 to:

- Make changes related to zoning, plan of subdivision and site plan application processes to expedite approvals and incent timely decisions
- Ensure provincial housing policies are implemented and priority projects are expedited by making changes to provide the Minister of Municipal Affairs and Housing with new tools to address dispute resolution, and
- Enhance transparency and increase certainty of development costs through changes to developmentrelated charges.

The changes in Schedules 1, 2 and 5 came into force on April 14, 2022 upon Royal Assent except as otherwise noted.

Schedules 3 and 4 of the bill make amendments to the New Home Construction Licensing Act, 2017 (Licensing Act) and to the Ontario New Home Warranties Plan Act (Warranties Act) to strengthen protections for purchasers of new homes.



# **Minister's Authority Regarding Official Plans**

### Change

The changes provide the Minister of Municipal Affairs and Housing with discretionary authority to suspend the time period for the Minister to make a decision on official plans and amendments.

For official plans and amendments before the Minister on March 30, 2022 (i.e., date of introduction) the following are suspended:

- the ability to appeal in respect of the Minister's failure to make a decision where the 120-day time period has expired prior to March 30, 2022 and no appeals have been filed prior to that date, and
- the 120-day time period for those matters that are still within the 120-day time period on March 30, 2022.

The changes also give the Minister discretionary authority to refer all or part(s) of an official plan matter to the Ontario Land Tribunal (OLT) for a recommendation, and forward all of an official plan matter to the OLT to make a decision.

# Bill and Leg. References

**Bill References:** Schedule 5 of Bill, sections 1 and 3.

#### **Planning Act References:**

New subsections 17 (40.1) to (40.1.3) provide rules respecting when the Minister as an approval authority can provide notice to suspend the period of time after which there may be appeals of the failure to make a decision in respect of a plan.

New subsections 17 (55) to (64) provide a process for the Minister as an approval authority to refer plans to the Ontario Land Tribunal for a recommendation or a decision.



# Minister's order at request of municipality (Community Infrastructure and Housing Accelerator)

### Change

The changes establish a new Minister's order-making authority to respond to municipal council resolutions requesting expedited zoning. The tool cannot be used in the Greenbelt Area. The Minister shall also issue guidelines governing the scope of how this authority may be used, and the guidelines need to be in place before an order could be made.

The requesting municipality is responsible for providing public notice, undertaking public consultation and ensuring the order is made available to the public.

Provincial plans, the Provincial Policy Statement and municipal official plans do not apply to the Minister's order.

In issuing an order, the Minister is able to:

- provide exemption for other necessary planning related approvals from provincial plans, the Provincial Policy Statement and municipal official plans, if requested by the municipality, and
- impose conditions on municipality and/or proponent.

Where conditions were imposed, the Minister or the municipality is able to require agreements to be entered into that could be registered on title.

Once in effect, only the Minister would be able to make any changes to the order. The Minister could amend an order at the request of the municipality or could revoke or amend an order at any time at their own discretion, without having to undertake consultation or provide notice. The Minister's order would not be subject to appeal.

# Bill and Leg. References

**Bill References:** Schedule 5 of Bill, sections 2 and 5.

#### **Planning Act References:**

An additional type of Minister's order is added to the Act in section 34.1. These orders are made by the Minister at the request of a municipality. This section sets out the process and rules respecting such orders.



# **Refunds of Zoning By-law Application Fees**

### Change

The changes require municipalities to gradually refund zoning bylaw amendment application fees if they fail to make a decision on an application within the following legislated timelines:

- 50% of the fee if the decision is not made within 90 days (or 120 days if concurrent with an official plan amendment application) from the date the municipality received the complete application and fee,
- 75% of the fee if the decision is not made within 150 days (or 180 days if concurrent with an official plan amendment application) from the date the municipality received the complete application and fee, and
- 100% of the fee if the decision is not made within 210 days (or 240 days if concurrent with an official plan amendment application) from the date the municipality received the complete application and fee.

The change to require a gradual refund of zoning bylaw amendment application fees will apply to all applications received on or after January 1, 2023.

### **Bill and Leg. References**

Bill References:

Schedule 5 of Bill, section 4.

#### **Planning Act References:**

New subsection 34 (10.12) provides rules respecting when municipalities are required to refund fees in respect of applications under that section.



# Site Plan Control

## Change

#### The changes:

- establish complete application requirements for site plan control, with recourse if the application has not been deemed complete within 30 days of acceptance by the municipality,
- extend site plan control application timelines from 30 to 60 days, and
- require that site plan control decisions be made by staff (instead of municipal councils or committees of council) and that this will apply to all site plan applications received on or after July 1, 2022.

Complementary changes reflecting the site plan control changes in the Planning Act have also been made to the site plan control provisions in the City of Toronto Act, 2006.

### **Bill and Leg. References**

#### **Bill References:**

Schedule 1 of Bill (complementary changes to the City of Toronto Act, 2006), subsections 1 (1)-(3) and 1 (5)-(8) and section 2, and Schedule 5 of Bill (Planning Act), subsections 7 (1)-(4) and 7 (6)-(9).

#### **Planning Act References:**

A number of amendments are made to section 41. A number of subsections are added that set out the rules respecting consultations with municipalities before plans and drawings are submitted for approval and respecting completeness of applications made under this section.

New subsection (4.0.1) provides for the appointment of an authorized person for the purposes of subsection (4).



# Site Plan Control

# Change

8

#### The changes require municipalities to gradually refund site plan control application fees if an approval is not made within the following legislated timelines:

- 50% of the fee if the decision is not made within 60 days from the date the municipality received the complete application and fee
- 75% of the fee if the decision is not made within 90 days from the date the municipality received the complete application and fee, and
- 100% of the fee if the decision is not made within 120 days from the date the municipality received the complete application and fee.

The change to require a gradual refund of site plan application fees will apply to all applications received on or after January 1, 2023.

Complementary changes reflecting the site plan control changes in the Planning Act have also been made to the site plan control provisions in the City of Toronto Act, 2006.

### **Bill and Leg. References**

#### **Bill References:**

Schedule 1 (complementary changes to the City of Toronto Act, 2006), subsection 1 (4) and Schedule 5 of Bill (Planning Act) subsection 7 (5).

#### **Planning Act References:**

A number of amendments are made to section 41. A number of subsections are added that set out the rules respecting consultations with municipalities before plans and drawings are submitted for approval and respecting completeness of applications made under this section.

New subsection (4.0.1) provides for the appointment of an authorized person for the purposes of subsection (4).

#### City of Toronto Act, 2006 References:

Various amendments to section 114, including:

- Subsection (4) is replaced with a number of subsections that set out the rules respecting consultations with the City before plans and drawings are submitted for approval and respecting completeness of applications made under this section.
- New subsection (5.1) provides for the appointment of an authorized person for the purposes of subsection (5).
   Various related amendments are made to section 114.



# **Plans of Subdivision**

Change	Bill and Leg. References
The changes establish a one-time discretionary authority to allow municipalities to reinstate draft plans of subdivision that have lapsed within the past five years without the need for a new	<b>Bill References:</b> Schedule 5 of Bill, section 9.
application. This authority only applies where no agreements of purchase and sale had been entered into prior to the lapsing of the draft plan of subdivision.	<b>Planning Act References:</b> New rules are added to section 51 with respect to extensions of approvals by approval authorities.
The changes also establish regulation-making authority for the province to prescribe what can and/or cannot be required as a condition of draft plan of subdivision approval.	



# **Public Reporting Requirements**

Change	Bill and Leg. References
The changes establish authority for the Minister of Municipal Affairs and Housing to require public reporting by planning authorities on development applications and approvals, including the format of municipal reporting (i.e. data standard).	<ul> <li>Bill References: Schedule 5 of Bill, sections 11 and 12.</li> <li>Planning Act References: New section 64 provides the Minister with authority to require reporting by planning authorities on planning matters.</li> </ul>

# **Community Benefits Charge By-law Reviews**

Change	Bill and Leg. References
The changes require any municipality with a community benefits charge by-law to publicly consult and complete a review no later than five years after the by-law is passed, and every five years	<b>Bill References:</b> Schedule 5 of Bill, section 6.
thereafter. After reviewing the community benefits charge by-law, a municipality must pass a resolution indicating whether a revision is needed. If a municipality does not pass a resolution within the timeframe, the community benefits charge by-law would expire, and a new by-law would need to be passed in order to charge for community benefits.	<b>Planning Act References:</b> New subsections 37 (54) to (59) require regular reviews of community benefits charge by-laws and provide rules respecting such reviews.



# **Transit-Oriented Communities and Parkland**

### Change

The changes specify a tiered alternative parkland dedication rate for transitoriented community development sites, based on the amount or value of development land.

The alternative dedication rate will be structured as follows:

- for sites 5 hectares or less, parkland will be dedicated up to 10% of the land or its value
- for sites greater than 5 hectares, parkland will be dedicated up to 15% of the land or its value.

Changes also provide for encumbered land (i.e., land that is subject to a restriction or stratified ownership) in respect of transit-oriented community developments identified in a Minister's order (Minister of Infrastructure), to be conveyed to a municipality for park or other public recreational purposes. Encumbered parkland will be deemed to count towards any municipal parkland dedication requirements.

Transit-oriented community lands subject to the tiered alternative dedication rates on parkland will be identified pursuant to subsection 2 (1) of the Transit-Oriented Communities Act, 2020.

### Bill and Leg. References

#### **Bill References:**

Schedule 5 of Bill, sections 8 and 10.

#### Planning Act References:

Amendments are made to sections 42 and 51.1 with respect to parkland requirements on land designated as transit-oriented community land under the Transit-Oriented Communities Act, 2020.

# **Surety Bonds**

#### **Bill and Leg. References** Change The changes provide the Minister of Municipal Affairs and **Bill References:** Housing with regulation-making authority to authorize owners of Schedule 5 of Bill, section 13. land and applicants to stipulate the type of surety bonds and other prescribed instruments which may be used to secure **Planning Act References:** agreement obligations in connection with local approval of land New section 70.3.1 provides the Minister use planning matters. The regulation-making power enables the with authority to make certain regulations Minister to prescribe the circumstances when this authority may respecting surety bonds and other be used by owners of land and applicants. instruments in connection with approvals with respect to land use planning. The regulation-making authority regarding surety bonds will come into force on a day to be named by proclamation.

# Development Charge Reporting on Municipal Website

# Change

The Development Charges Act, 1997, requires the municipal treasurer to provide the municipal council with an annual financial statement related to development charges and reserve funds each year.

The amendments require municipalities that have passed a development charge by-law, to make this statement available to the public on the website of the municipality. The Lieutenant Governor in Council also has the regulation-making authority to prescribe further requirements on the manner in which statements are made publicly available.

In circumstances where a municipality does not have a website, the statement must be made available in the municipal office.

# Bill and Leg. References

**Bill Reference:** Schedule 2 of Bill.

#### **Development Charges Act, 1997 References:**

The Schedule amends the Development Charges Act, 1997 with respect to the publication of the statement of the treasurer under section 43 of the Act.



# New Home Construction Licensing Act, 2017

The Ministry of Government and Consumer Services is making amendments to the New Home Construction Licensing Act, 2017 (Licensing Act) and to the Ontario New Home Warranties Plan Act (Warranties Act) to strengthen protections for purchasers of new homes.

**LICENSING:** Amendments would to help address the issue of inappropriate or unethical behaviour by new home builders and vendors, and also enhance the Home Construction Regulatory Authority's (HCRA) enforcement powers, among other things. The amendments:

- Enhance consumer protection by giving additional tools to the HCRA, such as ensuring the registrar does not
  require a complaint to be received to take certain actions
- Encourage compliance with the rules by increasing the maximum amount of a fine that the Discipline Committee may impose if a licensee contravenes the Code of Ethics, from \$25,000 to \$50,000 for individual licensees, and \$100,000 for non-individual licensees
- Establish the authority for the Discipline Committee to impose an additional fine in an amount equal to the monetary benefit acquired by a licensee as a result of a breach of the Code of Ethics
- Clarify the authority for the Discipline Committee to consider repeat contraventions as part of its determination when imposing fines for any type of Code of Ethics violations
- Increase the maximum administrative penalty amount from \$10,000 to \$25,000
- Establish the authority for an assessor to impose an additional administrative penalty in an amount equal to the monetary benefit acquired by a person as a result of a contravention
- Create the authority for a court to impose an additional fine for a conviction in an amount equal to the monetary benefit acquired by a person as a result of an offence
- Clarify that the registrar can review whether an applicant's past or ongoing conduct either is or will be in contravention of the Licensing Act and prescribed legislation, and
- Clarify under the Licensing Act that an assessor may impose an administrative penalty if the person has contravened, or is contravening, a prescribed provision of the Warranties Act or the regulations or the by-laws made under it.



# **Ontario New Home Warranties Plan Act**

**NEW HOME WARRANTIES:** Amendments provide Tarion regulatory authority to extend the duration of statutory warranties for items in a new home that are not completed when the warranties for the home begin (i.e. when the home is completed for the homeowner's possession).

• Tarion's authority will be subject to the Minister of Government and Consumer Services' approval and the Lieutenant Governor in Council will retain authority to make these regulations.



# Opportunities for Missing Middle and Multi-Generational Housing and Gentle Density

The Ministry of Municipal Affairs and Housing is seeking feedback on opportunities to increase missing middle and gentle density, including multigenerational housing to address the housing supply crisis. Specifically, the Ministry is seeking feedback on best practices and examples of how the government can support the creation of more missing middle housing, including multigenerational housing, in Ontario.

# **Discussion Questions:**

- 1. What are the biggest barriers and delays to diversifying the types of housing built in existing neighbourhoods?
- 2. What further changes to the planning and development process would you suggest to make it easier to support gentle density and build missing middle housing and multigenerational housing, in Ontario?
- 3. Are you aware of innovative approaches to land use planning and community building from other places that would help increase the supply of missing middle and multigenerational housing?
- 4. Are there any other changes that would help support opportunities for missing middle and multigenerational housing?



# Seeking Feedback on Housing Needs in Rural and Northern Municipalities

The government recognizes the importance of supporting a range of housing options and increasing overall housing supply in rural and northern municipalities.

- The aim of this posting (ERO 019-5287) is to seek feedback on the specific challenges and barriers faced by rural and northern municipalities to better understand their unique housing needs. For example, we acknowledge that Northern Ontario faces challenges due to high construction costs to build new housing.
- The posting also seeks ideas, solutions, or proposals on potential ways to help address the housing needs in these areas. This could include a range of land use planning and non-land use planning tools.
- The Ministry welcomes feedback on the following discussion questions.

# **Discussion Questions**

- 1. What are the key barriers impacting your municipality in meeting its housing needs that may be unique to northern and rural communities?
- 2. What kind of flexibility is needed to address housing needs in your municipality?
- 3. What potential tools or policies could the government consider to address housing needs in your municipality while balancing other provincial priorities?
- 4. Do you have other suggestions for ways to improve housing supply and needs in rural and northern municipalities?



# **Other Initiatives in More Homes for Everyone**

In addition to the legislative and related regulatory changes included in More Homes for Everyone, there are various cross-ministry initiatives that will also help to increase the supply of housing including:

- Establishing an Ontario Housing Supply Working Group with partner ministries, municipal and federal governments and industry to review how new housing tools are being used and recommend annual updates to Ontario's housing plan, including new policy and legislative changes
- Consulting on enhancing access to financing for non-profit housing providers
- Building Code changes to enable partial/early occupancy of super-tall buildings, allowing streamlined approval of CSA certified multi-unit modular buildings, enabling construction of 12-storey mass timber buildings, and making it easier for building inspector training/internships. Also exploring potential changes to enable partial/early occupancy of super-tall buildings, and longer-term potential changes to allow single means of egress for 4-6 storey buildings
- Leveraging provincial surplus land for non-profit and supportive housing through a proposed Centre of Realty Excellence
- Working with municipalities to ensure a more efficient and consistent approvals process and facilitate e-permitting (Ontario Digital Service)
- Reporting to municipalities on the results of MOF's annual population projections with a focus on emerging and key population growth trends
- Implementing the Transit-Oriented Communities program
- Connecting transit ridership forecasts to population growth for housing and employment
- Collaborating with the federal government on the housing accelerator fund and rent-to-own program, and advocating for Ontario's fair share of federal funding



# **Question and Comments**

- For a copy of Bill 109, the More Homes for Everyone Act, 2022, please visit the <u>Legislative Assembly</u> of <u>Ontario</u> website
- Comments were invited through the Environmental Registry of Ontario and the Regulatory Registry:

# **Environmental Registry of Ontario Postings:**

- More Homes for Everyone Plan Proposed Planning Act Changes
- <u>Community Infrastructure and Housing Accelerator Proposed Guideline</u>
- Housing needs of rural and northern municipalities
- Opportunities to increase missing middle housing and gentle density

# **Regulatory Registry Postings:**

- Proposed Planning Act Changes
- Proposed Development Charges Act Changes
- Proposed New Home Construction Licensing Act, 2017 Changes
- Proposed Ontario New Home Warranties Plan Act Changes
- Proposed Regulatory Changes Condominium Cancellations
- <u>Access to financing for not-for-profit housing developers</u>





# **Town of Arnprior Staff Report**

Subject: Nick Smith Centre Pro Shop Rental Agreement Report Number: 22-06-13-03 Report Author and Position Title: G. Ivory, Director of Recreation Department: Recreation Meeting Date: June 13, 2022

# **Recommendations:**

**That** Council authorize the Mayor and Clerk to execute the Lease Agreement with Brandyn Defino of The Canadian Pro Shop on behalf of the Town of Arnprior for the Pro Shop at the Nick Smith Centre with the terms as outlined within this report.

# **Background:**

The Canadian Pro Shop specializes in skate sharpening and custom profiles. The Pro Shop at the Nick Smith Centre has been leased and operated by The Canadian Pro Shop since 2016. Additionally, the business offers Ozone equipment cleaner and general skate and equipment repair. Additionally, The Canadian Pro Shop also operates a location in Stittsville at the Cardel Rec Centre.

The previous three-year agreement which began on June 1, 2019 concluded May 31, 2022. Payments for each year were \$1,808.00 for the first two years and \$1,862.24 for the final year, marking a 3% increase.

It is worth noting that the operator was not charged rent at any time during the various COVID lockdown periods that occurred in both 2020 and 2021.

# **Discussion:**

The current operator of the Nick Smith Centre location of the Canadian Pro Shop expressed interest in renewing the lease that was set to expire on May 31, 2022.

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When the Pro Shop operation was last put out to an RFP, the Canadian Pro Shop operators were the only submission. At the conclusion of that three-year agreement, staff did canvas other business operators to determine interest in expanding their operations into the Nick Smith Centre, but to this day, The Canadian Pro Shop remains the only business interested and invested in operating the business at the Town's recreation facility.

With the leased expired, the pro shop offered another three-year lease agreement with the following financial terms:

- June 1, 2022 May 31, 2023 \$1,918.10
- June 1, 2023 May 31, 2024 \$1,975.65
- June 1, 2024 May 31, 2025 \$2,034.91

An 3% increase is incorporated into the lease amount each year, including the first year which sees that 3% increase from the 2021-2022 rate.

# **Options:**

Council could choose to amend the lease terms to another timeframe or rental rate.

Council could choose to decline the opening of the pro shop in its entirety.

Staff do not recommend either of these options as the proponent offers a unique service and have demonstrated their ability to operate a successful business of this nature.

# **Policy Considerations:**

This report has been completed in accordance with the Town's Strategic Plan vision for embracing a Sustainable Financial Model and effective Service Delivery.

# **Financial Considerations:**

Entering into the recommended lease agreement for the pro shop will provide a valuable service offered in our Nick Smith Centre and continue to increase rental revenues for this facility.

# **Meeting Dates:**

N/A

# **Consultation:**

N/A

# **Documents:**

None

# Signatures

Reviewed by Department Head: Graeme Ivory

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

CAO Concurrence: Robin Paquette

Workflow Certified by Town Clerk: Maureen Spratt

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# Town of Arnprior Staff Report

Subject: Bi-annual Financial Update – May 2022 Report Number: 22-06-13-04 Report Author and Position Title: J. Morawiec, GM Client Services / Treasurer Department: Client Services Meeting Date: June 13, 2022

# **Recommendations:**

That Council receive report number 22-06-13-04 as information.

# **Background:**

As per section 14 of the Procedural By-Law 6922-19, the General Manager, Client Services / Treasurer will provide Council with bi-annual Financial Reports, with the first report being in May/June and with the second report being October/November. The intent of the report is to provide Council with a clear picture of the Town's financial status, identify any financial matters of concern and update Council on progress and improvements made to date on finance related initiatives.

# **Discussion:**

# 1. 2022 Operating Budget Analysis

Table 1 provides a summary of year-to-date (YTD) figures to May 31, 2022 compared to both the 2022 budget and 2021 figures for comparison. An expanded breakdown of this summary table is included in Appendix A.

Revenues include taxation and grant revenues while departmental expenses are net user fee and other departmental specific revenues. Figures in brackets (\$) represent positive revenue balances and will appear that way under the Expenses when the current user fee revenues are greater than the departmental expenses. The bottom line figure of \$6,441,727 under the 2022 budget column is the total planned Contributions to Reserve and Reserve Funds.

#### Table 1 – Net Operating Budget

Description	2021 YTD (May)	2022 YTD (May)	2022 Budget
Revenue			
Taxation	(4,784,569)	(4,946,533)	(10,374,969)
Payments-in-lieu	0	0	(125,000)
Grants - Operating	(846,408)	(894,400)	(1,688,800)
Grants - Capital	(190,487)	(366,532)	(1,378,531)
Total Revenues	(5,821,463)	(6,207,465)	(13,567,300)
Expenses*			
Governance / Client Services	587,429	544,568	1,790,245
Fire / Police / By-Law	650,504	626,069	2,460,056
Operations	719,059	804,691	1,871,634
Environmental Services	(573,343)	(490,482)	(1,638,536)
Parks and Recreation	415,704	257,514	1,686,883
Community Services	(110,968)	95,953	450,240
Municipal Grants / Subsidies	152,000	147,104	505,051
Total Expenses*	1,840,384	1,985,418	7,125,573
Net Operating Budget	(3,981,079)	(4,222,047)	(6,441,727)

Positive Notes:

- Overall revenues and expenses are on target for 2022, sitting at approximately 46% of revenues received and 28% of net expenses incurred.
- Despite a one-month closure in January 2022 due to COVID-19, revenues for recreation programming are rebounding well with \$346K in YTD revenues compared to \$128K at this timeframe in 2021.
- Winter control expenses for 2022 by end of May are \$430K, compared to \$341K from 2021. While the expenses are slightly higher, sitting at 57% expended is a good place to be for the winter season.

Items to Monitor:

• Water and wastewater consumption revenues are trending slightly lower with a combined decrease of \$42K compared to prior year revenues for the same time period.

# **Financial Considerations**

(a) 2021 Financial Reporting

- The 2021 Audited Consolidated Financial Statements were adopted by Council on the May 24, 2022 regular Meeting of Council.
- The 2021 Financial Information Return (FIR) was submitted to the Ministry of Municipal Affairs and Housing on May 27, prior to the May 31 submission deadline.

#### (b) 2022 Tax Rates

The 2022 tax rates were adopted by Council on the May 9<sup>th</sup>, 2022 regular Meeting of Council. 2022 final property tax bills will be issued in July with due dates of August 31 and November 30<sup>th</sup>. Residents are encouraged to participate in pre-authorized payment plans (PAP) available by due date or monthly.

(c) Properties 2 Years in Arrears / Properties Eligible for Tax Sale

In February 2022, 35 registered letters were issued to property owners with properties that were two years in arrears. As per policy, they were provided a deadline of March 31, 2022 to bring their account into good standing. Currently, 5 of these properties currently remain in arrears and have been registered with a Tax Arrears Certificate.

For the 9 properties that were registered with Tax Arrears Certificates in 2021, 1 remains outstanding and will be eligible for tax sale beginning August 2022.

For the 4 properties that went through the public tender part of the tax sale process in April 2022, 1 property was successfully sold. A separate report to Council will be forthcoming with respect to options for the remaining properties.

#### (d) Grants

- Canada Summer Jobs Grant funding of \$21,000 was received to cover partial hours for 10 summer student positions including Parks Attendants, Labourers and Camp Counsellors.
- Outstanding grant applications include Department of Canadian Heritage Digital Access to Heritage Program (\$249K), Ontario Highlands Tourism Organization -Tourism Strategy (\$82K), Firehouse Subs Public Safety Grant, Fire Training (\$17K).

#### (e) Legislation Changes – Upcoming

- As of January 1, 2023 the eligibility requirements for participating in OMERS are changing with all staff, including part-time and casual, will be eligible to participate in the OMERS pension program. We are currently reviewing the financial and administrative impacts for this upcoming change.
- Asset Retirement Obligations PS 3280 is a new accounting standard covering asset retirement obligations (ARO) that was approved by the Public Sector Accounting Board (PSAB) and applies to all public sector entities who prepare their financial statements under PSAB, including municipalities. This standard for asset retirement obligations addresses liabilities where there is a legal obligation to incur retirement costs in relation to a tangible capital asset. Common asset retirement obligations under the scope of PS 3280 have not previously been recognized by municipalities, such as obligations to retire buildings with asbestos or underground fuel storage tanks. A comprehensive exercise will need to be conducted to scope the impacted assets and provide proper measurement and estimations for the liability. The exercise will need to be completed for the Town's 2023 financial statements.

#### 2022 Capital Projects

The 2022 capital plan is robust with over 58 projects (33 current, 24 prior year, 1 addition) and over \$8.8M in funding when you include prior year WIP funds. Significant progress has already been made with over 88% projects already in-progress. Despite going out to tender early for most projects, tender pricing is higher than anticipated.

2022 Projects	Budget	Tender / Cost
Craig St / Hugh St Reconstruction & Rolling Rehab	\$3,650,000	\$3,643,438
NSC and WFP Roof Repairs	\$515,000	\$801,453
NSC Dehumidification Improvements	\$320,000	\$318,902
Half-ton Trucks (2) & Utility Van	\$110,000	\$129,591
Four Wheeled Loader	\$270,000	\$286,942
Tandem Plow Truck	\$280,000	\$270,403
Library Building Expansion & Patio	\$687,412	\$1,117,265
Total	\$5,832,412	\$6,567,994

#### **Procurements Under Delegated Authority**

Vendor Name	Goods/Services	Value Awarded (pre HST)	Funding Source
Cornerstone Management Solutions	Job Evaluation & Pay Equity	\$ 25,400	Capital Budget
Watson & Associates Economists Ltd	Development Charge Background Study and Update	\$ 35,200	Capital Budget
Milliken Landscaping and Garden Centre	Supply & planting of flowers, planters, beds	\$ 35,585	Operating Budget
Stantec Consulting Ltd	Madawaska Drainage Ditch Review	\$ 20,016	Operating Budget
JP2G Consultants Inc.	Daniel/Edey/Galvin Intersection Realignment Design	\$ 97,425	Capital Budget

# **Options:**

N/A

# **Policy Considerations:**

This report has been completed in accordance with the Town's Procedure By-law and meets the Town's Strategic Plan vision for embracing a Sustainable Financial Model.

# **Financial Considerations:**

As outlined in this report.

#### **Meeting Dates:**

N/A

**Consultation:** Senior Management Team

#### **Documents:**

Schedule A: Detailed Year-to-Date (YTD) for period ending May 31, 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

# Schedule A: Detailed Year-to-Date (YTD) for period ending May 31st

Description	2021 YTD (May)	2022 YTD (May)	2022 Budget
Revenue			, in the second s
Taxation	(4,784,569)	(4,946,533)	(10,374,969
Payments-in-lieu	0	0	(125,000
Grants - Operating	(846,408)	(894,400)	(1,688,800
Grants - Capital	(190,487)	(366,532)	(1,378,531
Total Revenues	(5,821,463)	(6,207,465)	(13,567,300
Expenses*	(0)011) 100)	(0)2077 1007	(10)007,000
Governance / Client Services			
Council	72,317	78,066	223,500
Clerks Office	102,233	87,132	373,900
	315,065	290,744	
Corporate Management	-		833,950
Human Resources	32,558	44,952	120,200
Information Systems	65,256	43,674	238,695
	587,429	544,568	1,790,245
Protection to Persons & Property			
Fire Services	187,187	191,346	691,684
Policies Services	447,877	417,997	1,704,342
Animal & Parking Services	15,440	16,727	64,030
	650,504	626,069	2,460,056
Operations			
Roads & Services	719,735	787,382	1,891,298
Vehicles & Equipment	(169,557)	(152,750)	(385,500
Buildings	142,157	156,305	334,050
Crossing Guards	9,319	13,807	34,736
Cemetery	17,406	(53)	(2,950
	719,059	804,691	1,871,634
Environmental Services			
Waterworks	(556,802)	(440,128)	(1,123,546
Wastewater	(263,694)	(318,380)	(463,990
Waste Management	247,153	268,026	(51,000
	(573,343)	(490,482)	(1,638,536
Parks and Recreation			
Parks	70,498	33,004	372,350
Marina	(49,102)	(58,849)	(8,600
Programs	75,073	49,574	236,825
NSC Programs	(70,789)	(193,894)	(174,442
NSC Building	390,025	427,680	1,260,750
	415,704	257,514	1,686,883
Community Services	+13,704	237,314	1,000,000
Museum	54,040	29,867	153,220
	(238,494)		
Building Services		10,397	(4,630
Planning / Zoning	30,908	7,884	99,450
Marketing & Econ Development	42,577	47,805	202,200
	(110,968)	95,953	450,240
Municipal Grants / Subsidies	152,000	147,104	505,051
Total Expenses	1,840,384	1,985,418	7,125,573
Net Operating Budget	(3,981,079)	(4,222,047)	(6,441,727)



# **Town of Arnprior Staff Report**

Subject: Application to Municipal Grants Policy – Greater Arnprior Seniors Council Report Number: 22-06-13-05 Report Author and Position Title: Kaila Zamojski, Deputy Clerk Department: Client Services Meeting Date: June 13, 2022

# **Recommendations:**

That Council approve the grant support request submitted by the Greater Arnprior Seniors Council (GASC) in the amount of \$7,000, to be held and managed by Arnprior Regional Health (ARH), to be funded from the Municipal Grants account; and

Further that funding is contingent on the GASC receiving total support funding equaling \$35,000, from all other parties, which is required for the project to move forward.

# **Background:**

On March 11, 2019 the Town of Arnprior adopted a Municipal Grants Policy under By-law No. 6931-19 to define the purpose, scope, and procedure to enable Council to provide municipal grants to non-profit/charitable organizations, that provide programs or services that address an identifiable need or problem in the community and bestow some community-wide benefit. An overview table for the three (3) streams of Municipal Grant Support outlining the definition, application, and eligible types of requests is included in Appendix A.

The Greater Arnprior Seniors Council has received support funding, for start-up costs, onetime previously, in the amount of \$1,000. However, annually the Town of Arnprior provides \$10,000 of grant funding and \$5,000 of in-kind support to Arnprior Regional Health in support of the Seniors Active Living Centre and the various programs offered for Seniors in our community. The Seniors Active Living Centre and the Men's Shed were ideas that came from the Greater Arnprior Seniors Council as part of its focus on creating an age-friendly community. On May 24, 2022, the Chair of the Greater Arnprior Seniors Council (GASC), Darrel O'Shaughnessy, appeared as a delegation at Council requesting funding in the amount of \$7,000, to move forward with a preliminary building and hazard assessment of the current Christian Education Centre (CEC). Following discussion, Council requested the GASC submit a grant application, attached as information, for consideration of Council.

# **Discussion:**

The Greater Arnprior Seniors Council is proposing that a Non-Profit Community Service Cooperative (like) Consortium be developed to own and operate a facility, like the Christian Education Centre in Arnprior, as a "Community Hub". The proposal is two-fold, firstly to accommodate the Seniors Active Living Centre, Men's Shed, other Health Services, Culture and Arts, etc, and secondly to preserve the historic site, located at 257 John Street North.

The Greater Arnprior Seniors Council has brought a group of community partners together to help fund the preliminary building and hazard assessment for this project, which will total approximately \$35,000. The community partners who have been approached and shown interest at this time are:

- Town of Arnprior
- Township of McNab/Braeside
- Arnprior Regional Health
- M. Sullivan and Son
- Grace St. Andrews United Church

Each community partner has been asked to provide support funding of \$7,000. Arnprior Regional Health has committed to holding and managing the funds for this project.

The preliminary hazard and building assessment of the CEC is required to see if this site will be suitable to move forward with the re-construction of a "Community Hub". Once the results of the preliminary hazard and building assessments have been completed, the GASC will need to report back to the various community partners, including the Town of Arnprior, to determine next steps, if any.

# **Options:**

Council could choose to support only a portion of the grant request submitted in the GASC's application or choose not to support the request in its entirety.

# **Policy Considerations:**

The application submitted meets the purpose of the Municipal Grants Policy in providing financial assistance to an organization/group that provides services, within the Town of Arnprior, which are of general benefit to the community.

# **Financial Considerations:**

The 2022 Operating Budget includes a \$10,000 budget for Municipal Grants. Council has approved budget funding in the amount of \$10,000 under 1-5-7600-6999 for various Municipal Grants. There is approximately \$9,000 remaining with \$1,000 already being committed to the Ukraine Humanitarian Crisis.

# **Meeting Dates:**

1. Council Delegation – May 24, 2022

# **Consultation:**

N/A

# **Documents:**

- 1. Appendix A Overview of Municipal Grant Streams
- **2.** Appendix B Evaluation Matrix Greater Arnprior Seniors Council (GASC)
- **3.** Application Form Greater Arnprior Seniors Council

# 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

# Appendix A: Overview of Municipal Grant Streams

Municipal Grant Stream	Definition	Application	Request Eligibility
Support Funding	A Municipal Grant provided by Council to an eligible community organization, by way of a dollar (\$) amount.	<ul> <li>Organizations will be provided an annual maximum of \$3,000 under this stream</li> <li>A maximum of one (1) request per year per organization</li> </ul>	Support Funding <u>cannot</u> be used to: • support ongoing operating costs; • support annual capital costs; • to retire debt • to increase endowment funds
In-Kind Support (Partnership)	A form of Municipal Grant that is provided by Council to an eligible community organization, by way of an ongoing in-kind contribution over the course of a year, or specified timeframe, to support a program, activity, event or service.	<ul> <li>Organizations may require a specified lease/partnership agreement</li> <li>A maximum of two (2) requests per year per organization</li> </ul>	Eligible Requests – Waiving Fees for: • Town Facilities • Town Equipment • Town Staff time
In-Kind Support (Single)	A form of Municipal Grant that is provided by Council to an eligible community organization, by way of a single in-kind contribution to support a program, activity, event, or service.	• A maximum of two (2) requests per year per organization	Eligible Requests – Waiving Fees for: • Town Facilities • Town Equipment • Landfill Vouchers/ Garbage Bag Tags • Town Staff Time

# Appendix B – Evaluation Matrix – Greater Arnprior Seniors Council (GASC)

Applicant: Greater Arnprior Seniors Council (GASC)	Meets Criteria	Notes
Qualification Criteria		
A not-for-profit or charitable organization operating in the Town of Arnprior (Other community groups may be considered based on demonstrated benefit to the overall community)	Yes	
Hosting a program, activity, event or service that primarily benefits the residents of the Town of Arnprior	Yes	
Using the Municipal Grant for operating program, activity, event or service, not capital projects or debt payments	No	Study prior to a capital project
Demonstrates financial need	Yes	
Demonstrates having explored additional sources of potential funding from other levels of government, the private sector, donations, fundraising efforts, etc. where applicable	Yes	
Completed and submitted the appropriate application form a minimum of 60 days prior to their need	Yes	
Eligibility Criteria		
1. Overall contribution to community		
The Greater Arnprior Seniors Council is a community organization established for moving forward with the Town's Age-Friendly Community Plan. The organization supports seniors in the community by creating an age- friendly environment through advocating for enhanced facilities and infrastructure, and a range of Senior's focused services and supports. This organization serves as a connection for various seniors' groups and organizations. The Seniors Active Living Centre and Men's Shed are a few programs that the GASC has started and continue to move forward with.	Yes	
<ol> <li>Supports &amp; promotes Town's vision, values and strategic priorities</li> </ol>		
The GASC and their programs support and continue to move forward the Town's approved Age-Friendly Community Plan. The programs provided by the GASC	Yes	

support the older adult community in Arnprior, and help to	
create an open, respectful and inclusive community overall.	

3. Financial Management of the community organization		
Arnprior Regional Health (ARH) holds and distributes any funds for this organization, as the GASC does not have an ongoing operating budget of their own.	N/A	
4. Demonstrated support of volunteers		
Large number of volunteers help drive the many initiatives of the GASC – mainly the Seniors Active Living Centre and Men's Shed programs, both administratively and providing hands-on services.	Yes	
5. Demonstrated the benefits to the residents of the Town of Arnprior	No.	
Programs provided and this project hope to help grow social, recreational and educational opportunities in Arnprior, fostering positive engagement and active lifestyles for seniors.	Yes	



# Municipal Grants Application

General Information	Submission Date: May 31st, 2022			
Name of Organization:	Greater Arnprior Senior's Council (GASC)			
Street Address:		105 Elgin Street	West	
City/Town:	Arnprior	Postal Code:	K7S 0A8	
Contact Person:	Darrel O'Shaughnessy	Position/Title:	Chairperson	
Telephone:	613 622 1688	Fax Number:		
E-mail:	darrel.osh@gmail.com			
What is your organization's	Charitable Not-for-profit		Other	
What is your organization's status?		•		
	I declare that I am authorized to sign this grant request on behalf of Greater Arnprior Senior's Council [insert name of organization] [signature] May 31st, 2022		s Name (print): Darrel O'Shaughnessy	
Authorization:			Position/Title: Chairperson	
	[date]	Phone: 613 622 1688		
Please provide project/event	date(s) or any relevant t	melines related to	o this request.	

own and operate the Christian Education Centre (CEC) as a "Community Hub" to accommodate the SALC and Men's Shed Programs, including other Health Services, advancing Culture and Arts, as well as preserving a Historic and Natural site in our Communities. As a first and next step, it is proposed the the Town of Arnprior, as a Community partner contribute \$7,000 towards the completion of both the Hazardous Substance Report and engaging an Architect to help move this Project forward on or before June 15th, 2022



Grant Request	Please check applicable request	Brief description of request (i.e. dollar amount and/or type of in-kind support, staffing requirements)
Support Funding (complete Parts A and B)		We are requesting \$7,000 from each potential Business Partner (Total \$35,000) to help complete both a Hazardous Substance Report, and engaging an Architect as part of a Non Profit Community Service Cooperative to own and operate the Christian Education Centre (CEC) in the Town of Arnprior.
In-Kind Support (Partnership) (complete Parts A and B)		
In-Kind Support (Single) ( <b>complete Part A</b> )		
Festivals and Events Support Funding (complete Parts A and B)		



# **<u>Part A</u>** (to be completed for all municipal grant requests)

#### **Organization/Grant Information**

What is the function of your organization (mandate/key objections)?

The Mandate of the GASC is to serve the Community by creating an Age-Friendly environment through advocating for enhanced facilities and infrastructure, and a range of Senior's focussed services and supports, serving as a connection for various Senior's groups and organizations, and forming a Community culture that fosters positive engagement and active life styles.

Please provide an overview of the service, program or event being supported with this funding. To help grow social, recreational, and educational opportunities for Senior's, increasing interagency collaboration and resource sharing, as well as increasing the involvement of the business Community in addressing Senior's needs.

Please explain how this service, program or event benefits the Town of Arnprior and its residents.

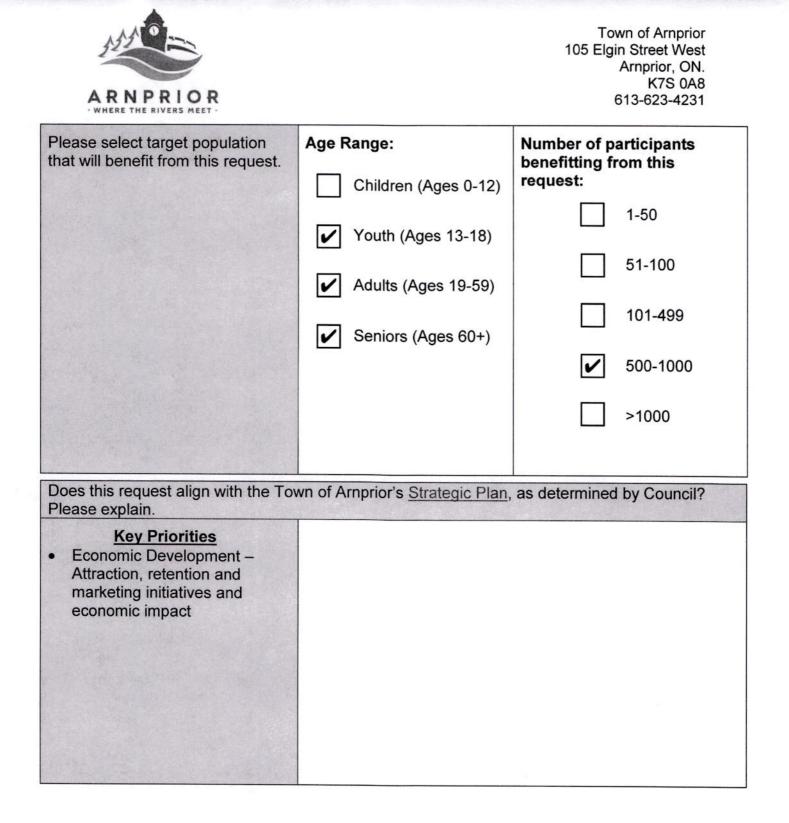
We believe that if the CEC is properly brought up-to-date and up-to-code, it would be a perfect "Community Hub" to operate the SALC and Men's Shed Programs, including other Health Services, advancing Culture and Arts, as well as preserving a Historical and Natural site in our Communities.

Does your organization use volunteers?

No

Yes V

If yes, how many volunteers are involved and in what capacity? (e.g. administration, service level, etc.) We currently have a large number of Volunteers helping to drive both the SALC and Men's Shed Programs in particular, both administratively and providing hands-on services.





<ul> <li>Community Well Being – Community support, arts and culture, recreational and leisure, health and well being support initiatives</li> </ul>	We believe that this Project serves the Greater Arnprior Community by creating an open, respectful and inclusive Community that respects and engages Senior's, and will help form part of our Communities "Asset Based Community Development initiatives moving forward.		
Has your organization received	If yes, please provide add	itional details below.	
support from the Town of Arnprior in previous years?	Dollar (\$) value received:	\$1,000	
Yes 🖌 No 🗌	Service/ Program/ Festival/ Event grant support was received for:	Greater Arnprior Senior's Council start-up Funding.	
	Type of grant support received:	<ul> <li>Support Funding</li> <li>In-Kind Support</li> <li>In-Kind Partnership</li> <li>Festival and Event Support Funding</li> </ul>	
	Was Town staff support provided? If yes, in what capacity?	Administrative Support	



# If this submission/request differs from previous year(s), please describe the difference?

This Funding request is to help cover the costs for the completion of both the Hazardous Substance Report and engaging an Architect leading up to renovating the CEC to operate the SALC and Men's Shed Programs, including other Health Services, advancing Culture and Arts, as well as preserving a Historic and Natural site in our Community.



**Part B** (to be completed for the following Streams: Support Funding, Inkind Partnership, Festivals and Events)

#### **Financial Information**

Indicate your organizations fundraising policy. Comment on your organizations fundraising plans for the current year and upcoming years. (If Applicable)

The GASC has no Fundraising Policy.

Does your organization raise enough money through fundraising to cover its expenses? If not, indicate your organizations plan to pay these expenses. (If Applicable)

Currently, the GASC has received start-up Funding from the Town of Arnprior and Arnprior Regional Health (ARH).

Indicate if you received funding or are seeking funding from sources other than the municipality.

The cost of completing both the Hazardous Substance Report and engaging an Architect for the CEC will cost \$35,000. Other contributors will include ARH (\$7,000), Grace St. Andrew United Church (\$7,000), Sullivan & Son Construction (\$7,000), the Townships of McNab/Braeside (\$7,000), and the Town of Arnprior (\$7,000)



Funding provided must benefit the residents of the Town of Arnprior. Please indicate how the funding would be used to benefit the residents of Arnprior.

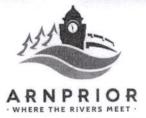
To help grow social, recreational, and educational opportunities, and forming a Community culture that fosters positive engagement and active life styles for Senior's living in the Town of Arnprior.

In what way is your organization working on becoming self-sufficient?

The GASC is not working on becoming self-sufficient, we endeavour to advocate for and assist with the achievement of the goals outlined in the Age-Friendly Community Action Plan.

What effect would the denial of all or a part of this request have on your organization and/or the event/activity/program/service you are applying for?

It would impede the immediate "Next Steps" for the completion of both the Hazardous Substance Report and engaging an Architect to potentially own and operate the CEC as a Community Hub moving forward.



Has your participation been greater, less or more than last year? (If Applicable)

77The participation of the GASC in our Age-Friendly Community initiatives over the last 6 years have increased substantially, i.e. helping to increase the supply of long term care beds, exploring new and innovative Senior's Housing, and increasing the level of engagement of Senior's in our Communities.

# Part B (cont'd)

**Projected Budget** Please fill out the projected budget for your organization's festival/event/initiative/project below. **Budget Amount Revenue Description** \$ Grants - Federal and/or Provincial \$7,000 Grants - Town of Arnprior \$ Donations/Sponsorships \$ **Earned Income** \$ **Applicant Contribution** \$ User Fees \$ Membership Fees \$ Fundraising Efforts Other (please specify) Township of HIB 000 Other (please specify) Grace St. Andrews Other (please specify) Other (please specify) AZH **Total Revenue** 000

# ARH to hold funds.

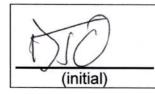


Expenses Description		Budget Amount
Salaries and Benefits		\$
Advertising and Promotion		\$
Entertainment		\$
Administration		\$
Facilities Rental		\$
Prizes and Awards Othe	۲	\$ 7,000
Other (please specify) CEC H	lazardous Substance Report	\$ 7,000
Other (please specify)		\$7,000
Other (please specify)		\$7,000
Other (please specify)		\$7,000
Total Expenses		\$35,000
Please attach the listed documentation to your completed application.	Most recent financial statements Financial statement from previous year or previous festival/event Budget for program, service, festival/event Proof of incorporation, if applicable Proof of insurance (required if funding is approved) ALL tohold insurance	
(initial) I hereby acknowledge that the Town of Arnprior requires any successful applicant to provide a follow-up report, as described in the Municipal Grants Policy.		



# **Conditions of Assistance**

- a) Any Grant funding provided by the Town of Amprior must be applied to current expenses associated with the approved project, and not be used to subsidize any other project of the applicant, or to reduce or eliminate accumulated deficits.
- b) The Town of Arnprior must be notified in writing of any significant changes and/or purpose of the supported activity or event. In the event that the activity or event is not completed, or does not move forward, the Town of Arnprior reserves the right to request the return of any grant funding provided.
- c) Receipt of a grant does not guarantee funding the following or any subsequent year.
- d) The applicant acknowledges and agrees that the Town of Arnprior shall not be liable for any incidental, indirect, special or consequential damages, injury or any loss of use, revenue or profit of the organization arising out of or in any way related to the approved program/event/ service.
- e) Where applicable, the Town of Arnprior must be acknowledged on promotional materials related to the funded activities/event, including but not limited to brochures, print ads, programs, posters, signage and media releases, as well as websites, e-newsletters, and social media campaigns, where possible. The Marketing and Economic Development Officer will require information from the applicant, in advance on what materials/ electronic formats the Town's logo will be included on to ensure compliance with the Town's brand guidelines.
- f) The Town of Amprior reserves the right to an onsite presence, or formal role, at Festivals and Events. Failure to acknowledge the Town's support may result in the inability of an organization to obtain grant support in future years.



I acknowledge that I have read and understand the Condition of Assistance for receipt of Town of Arnprior Municipal Grants. I also acknowledge that I have read and agree to follow the Town of Arnprior's Municipal Grants Policy.

June 1st, 2022

# CEC CONSORTIUM PROPOSAL TOWN OF ARNPRIOR MUNICIPAL GRANT REQUEST

As you know, we have been working very hard to find a new home for both the SALC and Men's Shed Programs for over one year now. In fact, we have outgrown both our current SALC and Men's Shed locations. In addition to that, the future of our Men's Shed Program at our existing location is dubious.

We have looked at several options to effectively house both Programs and have determined that the Christian Education Centre (CEC) located in Arnprior is a good choice moving forward and available. There are no other properties large enough and available unless be build one of our own.

We believe that if the CEC is properly brought up-to-date and up-tocode, it would be a perfect Community Hub to operate the SALC and Men's Shed Programs, including other Health Services, advancing Culture and Arts, as well as preserving a Historic and Natural site in our Community. In other words, it could become a vital purpose Charity for the benefit of our Community.

As a result, we are proposing the development of a Non-Profit Community Service Cooperative-like Consortium to own and operate the CEC moving forward.

Essentially, a joint ownership of the property and a Board of Directors who would oversee and direct the policies, expenditures, and the operation of the Cooperative moving forward.

At this time, we have expressions of interest from;

1. Town of Arnprior who are interested in pursuing further discussions. Mayor Stack believes and shares our convictions that the CEC is a Community Landmark, strategically situated, and well equipped to effectively accommodate a host of Community Programs and Services, including Youth activities.

- 2. The Townships of McNab/Braeside. Mayor Tom Peckett is open to further discussions and consultation, and see's the SALC and Men's Shed Programs continuing to grow and prosper within the Greater Arnprior Region.
- Grace Saint Andrews United Church. The United Church are the owners of the property and have agreed, through a Letter of Intent (LOI) to being part of the Cooperative and the 1st Mortgage Holder if required. They are also interested in assisting with the operation of the facility.
- 4. ARH have expressed interest at our February 2022 meeting in having further discussions with respect to how the Cooperative will be formed, our expectations of the them as a potential business partner, and what potential financial and liability expectations are for the CEC procurement and renovation costs.
- 5. Sullivan & Son Construction have expressed real interest in being part of the Cooperative and providing the necessary renovations to the CEC.

On Wednesday, April 6th I joined members of Sullivan & Son Construction and Elders from Grace - Saint Andrews United Church on a tour and preliminary inspection of the CEC.

Sullivan & Son Construction have proposed, and I agree;

1. That we move forward, as soon as possible with the development of a Hazardous Substance Report which must be provided or completed prior to the Construction Budgets or Construction starting.

This is crucial to determine whether all Hazardous containing substances must be removed, or if they can be safely contained. A Budgetary Estimate for this work will be \$10,000 which will include a Building Survey, Sampling, Lab Analysis, and a full Report.

2. The engagement of an Architect to facilitate design wants and needs, but also to ensure compliance with Building Codes and Municipal requirements.

A Budgetary Estimate for this work will be \$25,000 depending on how far things need to go with the Hazardous Substance Abatement.

This expenditure will cover initial wants and needs, sessions with user groups, CAD Drawings for budgetary use, coordination and management of Structural, Mechanical and HVAC design, as well as cover the engagement of a Structural Engineer to assess the west wall.

This is a logical sequence of events that needs to take place if the procurement of the CEC is to take place.

A total expenditure amount of \$35,000 will be required to complete both the Hazardous Substance Report, and engaging an Architect which, if agreed, would be shared by members of the Cooperative moving forward.

# 3. NEXT STEPS

3.1 That we arrange a meeting with our proposed business partners, as soon as possible, to discuss the details as outlined in this Report.

3.2 The formation of a Non-Profit Community Service Cooperativelike Consortium with clearly defined inputs and responsibilities.

3.3 The formation of a Board of Directors to help facilitate the Hazardous Substance Report and the engagement of an Architect. Sullivan & Son Construction have agreed to help facilitate this work through their partners and strategic alliances.

# 4. THE ASK

Will the Town of Arnprior consider participating in our proposed Non-Profit Community Service Cooperative-Like Consortium to own and operate the Christian Education Centre (CEC) in Arnprior to accommodate the SALC and Men's Shed Programs, as well as other local Community Programs and Services as a Community Hub, and help preserve the CEC as a Historic and Natural Site in our Communities.

And, as a first and next step, will you agree to share the \$35,000 - (\$7,000 Each) costs with us for the completion of both the Hazardous Substance Report, and engaging an Architect as soon as possible please.



# Town of Arnprior Staff Report

Subject: Application to Municipal Grants Policy – The Arnprior & District NeighbourLink Fountain Report Number: 22-06-13-06 Report Author and Position Title: Maureen Spratt, Town Clerk Department: Client Services Meeting Date: June 13, 2022

#### **Recommendations:**

That Council approve the grant support request submitted by the Arnprior & District NeighbourLink Fountain for \$3,000.00 to be funded from Account 1-5-7600-6999 Municipal Grants and the Corporate Contingency Account; and

Further That Council approves the in-kind support (single) request waiving the landfill voucher fees for 15 landfill vouchers (total value of \$450.00) for the Arnprior & District NeighbourLink Fountain.

#### **Background:**

On March 11, 2019, the Town of Arnprior adopted a Municipal Grants Policy under By-law No. 6931-19 to define the purpose, scope and procedure to enable Council to provide municipal grants to non-profit/charitable organizations, that provide programs or services that address an identifiable need or problem in the community and bestow some community-wide benefit. An overview table for the three (3) streams of Municipal Grant Support outlining the definition, application and eligible types of requests is included in Appendix A.

The Arnprior & District NeighbourLink Fountain has received support funding annually since 2015, except for 2016, in the amount of \$3,000. In kind requests of landfill vouchers and mattress vouchers have also been provided over the years.

NeighbourLink Fountain (NLF) has been assisting individuals since its inception in 2003. With a strong volunteer base and the assistance of community agencies, churches, service clubs, individuals and government grants, NLF continues help those in need.

#### **Discussion:**

Applications are received and evaluated based on the qualifications and eligibility criteria listed in Section 3 of the Municipal Grants Policy. The applications received come forward to Council in the form of a Staff Report or through an Action Item.

The request was evaluated based on the qualification and eligibility criteria outlined in the Municipal Grants Policy, outlined in Appendix B: Evaluation Matrix – The Arnprior & District NeighbourLink Fountain, and complies with the requirements.

NLF has met all criteria in the Municipal Grants Policy; therefore, the processing of the application is complete and the application is being provided to Council for consideration of grant funding.

#### **Options:**

Council could choose to support only a portion of the grant requests submitted in the Arnprior & District NeighbourLink Fountain's application, or choose not to support the request submitted in its entirety.

#### **Policy Considerations:**

The application submitted meets the purpose of the Municipal Grants Policy in providing financial assistance to an organization/group that provides services, within the Town of Arnprior, which are of general benefit to the community.

#### **Financial Considerations:**

Council has approved budget funding in the amount of \$10,000 under Account 1-5-7600-6999 for various Municipal Grants. \$1,000 has been expended in support of the Ukraine Humanitarian Crisis Appeal, leaving \$9,000 remaining in the approved 2022 budget. However, there is an additional report before Council this evening requesting \$7,000 to help fund a preliminary building and hazard assessment of the Christian Education Centre. As well, the 2022 student bursaries have not yet been awarded which could also affect the budget for an estimated \$1,000.

Should Council approve the Neighbour Link Fountain request for \$3,000, there could be a shortfall of funds available in the Municipal Grants account estimated at \$2,000. Staff recommend that this shortfall could be funded from the Corporate Contingency account which currently has sufficient balance to cover the offset.

The Arnprior & District NeighbourLink Fountain is also requesting waiving of landfill fees equating to a total of \$450.00.

Meeting Dates: N/A

**Consultation:** N/A

#### **Documents:**

Appendix A – Overview of Municipal Grant Streams Appendix B – Evaluation Matrix – The Arnprior & District NeighbourLink Fountain Application Form – The Arnprior & District NeighbourLink Fountain

#### 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

Appendix A – Overview of Municipal Grant Streams			
Municipal Grant Stream	Definition	Application	Request Eligibility
Support Funding	A Municipal Grant provided by Council to an eligible community organization, by way of a dollar (\$) amount.	<ul> <li>Organizations will be provided an annual maximum of \$3,000 under this stream</li> <li>A maximum of one (1) request per year per organization</li> </ul>	<ul> <li>Support Funding <u>cannot</u> be used to:</li> <li>support ongoing operating costs;</li> <li>support annual capital costs;</li> <li>to retire debt</li> <li>to increase endowment funds</li> </ul>
In-Kind Support (Partnership)	A form of Municipal Grant that is provided by Council to an eligible community organization, by way of an on-going in-kind contribution over the course of a year, or specified timeframe, to support a program, activity, event or service.	<ul> <li>Organizations may require a specified lease/partnership agreement</li> <li>A maximum of two (2) requests per year per organization</li> </ul>	Eligible Requests – Waiving Fees for: • Town Facilities • Town Equipment • Town Staff time
In-Kind Support (Single)	A form of Municipal Grant that is provided by Council to an eligible community organization, by way of a single in-kind contribution to support a program, activity, event, or service.	• A maximum of two (2) requests per year per organization	Eligible Requests – Waiving Fees for: • Town Facilities • Town Equipment • Landfill Vouchers/ Garbage Bag Tags • Town Staff Time
Festivals and Events Support Funding	A form of Municipal Grant that is provided by Council to an eligible events organization, by way of a single one- time support funding and/or in-kind contribution to support a festival or event held in the Town of Arnprior.	• A max of one (1) request per year per organization	<ul> <li>Festivals and Events</li> <li>Support Funding <u>cannot</u> be used to:</li> <li>support ongoing operating costs;</li> <li>support annual capital costs;</li> <li>retire debt;</li> <li>increase endowment funds;</li> </ul>

Appendix A – Overview of Municipal Grant Streams			
Municipal Grant Stream	Definition	Application	Request Eligibility
			<ul> <li>provide gifts, hospitality, or other benefits to individuals and/ or organizations</li> </ul>

Appendix B – Evaluation Matrix Applicant: The Arnprior & District NeighbourLink Fountain		
Qualification Criteria	Meets Criteria	
A not-for-profit or charitable organization operating in the Town of Arnprior (Other community groups may be considered based on demonstrated benefit to overall community)	Yes	
Hosting a program, activity, event or service that primarily benefits the residents of the Town of Arnprior	Yes	
Using the Municipal Grant for operating program, activity, event or service, not capital projects or debt payments	Yes	
Demonstrates financial need	Yes	
Demonstrates having explored additional sources of potential funding from other levels of government, the private sector, donations, fundraising efforts, etc. where applicable	Yes	
Completed and submitted the appropriate application form a minimum of 60 days prior to their need	Yes	

Appendix B – Evaluation Matrix Applicant: The Arnprior & District NeighbourLink Fountain	
Eligibility Criteria	
Overall contribution to community:	
NeighbourLink Fountain (NLF) is a community life center. Its services and resources are available to anyone who visits or calls for assistance.	Yes
Supports & promotes Town's vision, values and strategic priorities:	
NLF supports the vision, values and strategic priorities of the municipality by providing access to resources and supports that promote well-being, health and safety, and community services for all ages.	Yes
Financial Management of the community organization:	
NLF's 2022 budget indicates their expenses exceed their revenues. As noted in the application after their fixed costs are met any additional revenue remaining is used directly to service individuals in need. NLF actively pursues government grants, donations, sponsorships and fundraising opportunities.	Yes
Demonstrated support of volunteers:	
NLF operates with approximately 50 registered volunteers. Volunteers assist in many capacities including guidance, advocacy, friendship, preparation and distribution of hot meals, working in the thrift boutique, offering crafts, board games, scrapbooking in the activity room, and programming geared to help meet the physical, emotional and spiritual needs of individuals.	Yes
Demonstrated the benefits to the residents of the Town of Arnprior:	
People from all walks of life experience hardships and assistance. NLF provides programming, resources and a physical space for individuals to access help. If further assistance is required NFL reaches out to other agencies to be able to best meet an individual's needs.	Yes



# **Municipal Grants Application**

General Information	Submission Date: May 17, 2022		
Name of Organization:	Arnprior & District NeighbourLink Fountain		
Street Address:	0000	128 Mary St	
City/Town:	Arnprior	Postal Code:	K7S3X6
Contact Person:	Susan Fridgen	Position/Title:	Treasurer
Telephone:	613 623 4200	Fax Number:	613 623 0830
E-mail:	info@neighbourlinkfou	untain.com	
	Charitable	Not-for-profit	Other
What is your organization's status?			
Authorization:	I declare that I am authorized to sign this grant request on behalf of Arnprior & District NeighbourLink [insert name of organization] [signature] May 26/22 [date]		Name (print): Susan Fridgen Position/Title: Treasurer Phone: 613 623 7098
Please provide project/event	t date(s) or any relevan	t timelines related to	this request.



Grant Request	Please check applicable request	Brief description of request (i.e. dollar amount and/or type of in-kind support, staffing requirements)
Support Funding ( <b>complete Parts A and B</b> )		\$3000
In-Kind Support (Partnership) ( <b>complete Parts A and B</b> )		15 Dump Passes
In-Kind Support (Single) ( <b>complete Part A</b> )		
Festivals and Events Support Funding ( <b>complete Parts A and B</b> )		



# **Part A** (to be completed for all municipal grant requests)

# **Organization/Grant Information**

What is the function of your organization (mandate/key objections)?

The Arnplrior & District NeighbourLink Fountain (NLF) is a community life centre. The NLF purpose is to assist in the needs of our community to provide guidance, advocacy, friendship and a hot meal through the assistance of churches, agencies and organizations through the expression of God's faith and love.

Please provide an overview of the service, program or event being supported with this funding. NLF was an essential service during the pandemic. Food service was provided to shut-in, seniors and vulnerable residents through funding and the assistance of 2 catering facilities as food could not be provided in our facility as per Renfrew County Health Unit. NLF is currently re-evaluating our services and hope to be having meals later this year. Our Resource Team and Thrift Store continue to provide advocacy and assistance as well as a place to obtain clothes and other items at a very low cost.

Please explain how this service, program or event benefits the Town of Arnprior and its residents.

People in our community are still experiencing harships and need assistance as the community rebuilds after the pandemic. It is important to meet those needs by offering a place to go for advice and guidance in one place. NLF provides that experience and continues to meet the needs of our community by offering resources for food, clothing, transportation costs and sometimes medical costs. By reaching out to other agencies, NLF is able to meet the requests in the best possible way.

Does your organization use volunteers?	e
Yes 🖌 No 🗌	e p te
	N
	C
	N

If yes, how many volunteers are involved and in what capacity? (e.g. administration, service level, etc.) NLF has approximatley 50 volunteers who are registered in accordance with our 'Pland to Protect' policy. Covid 19 protocols has made it necessary to rebuild our volunteer eams to meet the re-opening plans and services. Our /olunteer Coordinator will be contacting prior and new candidates to meet the needs of the programs and services. NLF continued to work with a small staff during the pandemic.



Please select target population that will benefit from this request.	Age Range:         ✓       Children (Ages 0-12)         ✓       Youth (Ages 13-18)         ✓       Adults (Ages 19-59)         ✓       Seniors (Ages 60+)	Number of participants benefitting from this request:         □       1-50         □       51-100         ✓       101-499         □       500-1000         □       >1000
Does this request align with the Tow Please explain.	wn of Arnprior's <u>Strategic Plan,</u>	as determined by Council?
Key Priorities	NLF services are available to	anyone who contacts them, are

 Economic Development – Attraction, retention and marketing initiatives and economic impact NLF services are available to anyone who contacts them, are referred by churches and agencies, or walk through our doors. In 2021 we continued to offer services through our Resource volunteers who were able to assist 200 individuals through our various programs or who were in crisis. Due to Covid 19 and the inability to open our doors to the public, NLF reached out to provide another 1750 meals in the community.



<ul> <li>Community Well Being – Community support, arts and culture, recreational and leisure, health and well being support initiatives</li> </ul>	NLF continues to offer services for the well-being of the community and supports the physical and mental health needs during these hard times.		
Has your organization received	If yes, please provide additional details below.		
support from the Town of Arnprior in previous years?	Dollar (\$) value received:	\$3000	
Yes 🖌 No 🗌	Service/ Program/ Festival/ Event grant support was received for:		
	Type of grant support received:	<ul> <li>Support Funding</li> <li>In-Kind Support</li> <li>In-Kind Partnership</li> <li>Festival and Event Support Funding</li> </ul>	
	Was Town staff support provided? If yes, in what capacity?		



If this submission/request differs from previous year(s), please describe the difference? Although NLF is adapting services due to the pandemic, the request is basically the same.



**Part B** (to be completed for the following Streams: Support Funding, Inkind Partnership, Festivals and Events)

# **Financial Information**

Indicate your organizations fundraising policy. Comment on your organizations fundraising plans for the current year and upcoming years. (If Applicable)

NLF fundraising activities have been suspended during the pandemic. NLF has been applying for grants from different numicipalities, Renfrew County Covid Grants and donations from churches and individuals. We have been very fortunate to be the recipient of proceeds from various service organizations as well as proceeds from the Thrift Store.

Does your organization raise enough money through fundraising to cover its expenses? If not, indicate your organizations plan to pay these expenses. (If Applicable)

NLF depends on the generousity of the churches, individuals, grants and community support. Pre Covid, funds were raised through meals, Fish Fries and other social events. It is hoped that NLF will be able to resume some of these activities.

Indicate if you received funding or are seeking funding from sources other than the municipality.

In 2020 and 2021, NLF received the Renfrew County Social Services Relief Fund Grant that was offered in in different Phases. This allowed NLF to organize a meal delivery program during the 2 year period and to provide the meals, offer gift cards for food and gas and to support other expenses not covered by other agencies. NLF reached out to McNab Braeside Township for a grant which was not approved. NLF was also recipient of proceeds from service organizations to help meet the needs of our clients in the community.



Funding provided must benefit the residents of the Town of Arnprior. Please indicate how the funding would be used to benefit the residents of Arnprior.

NLF services are available to anyone who visits or calls for assistance. Our Resource team continues to assist those who are struggling in our community through lack of housing, increase in food and transportation costs as well as mental health issues. As the community gears up for another year of uncertainty, NLF is finding more and more clients/people looking for support, advocacy and guidance.

In what way is your organization working on becoming self-sufficient?

NLF is a non profit, charity, faith based organization that relies on the generosity of the community, other organizations, churches, grants and fundraising activities to meet our commitments.

What effect would the denial of all or a part of this request have on your organization and/or the event/activity/program/service you are applying for?

NLF continues to reach out to the needs of the community. NLF continues to be the hub of the community support groups to ensure everyone has a place to go to get the help and advocacy that they need. After our fixed costs (rend, phone, internet and payroll of one half time person) are met, available funds are used directly to serve those in need. A limit in our funding restricts our ability to help those in need.



Has your participation been greater, less or more than last year? (If Applicable)

NLF has found ways to continue our support during the last 2 pandemic years. Instead of in-house food services, we have reached out to the community to provide meals and friendship to those not able to enjoy regular activities in the community. NLF is seeing an increase in requests for assistance from the previous year and it is anticipated that the need will increase in 2022.

# Part B (cont'd)

**Projected Budget** 

Please fill out the projected budget for your organization's festival/event/initiative/project below.

Revenue Description	Budget Amount
Grants – Federal and/or Provincial	\$ 10000
Grants – Town of Arnprior	\$ 3000
Donations/Sponsorships	\$ 34000
Earned Income	\$ 30000
Applicant Contribution	\$
User Fees	\$
Membership Fees	\$
Fundraising Efforts	\$ 5000
Other (please specify)	\$
Total Revenue	\$ 82000

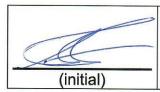


Expenses Description	Budget Amount	
Salaries and Benefits		\$ 24000
Advertising and Promotion		\$ 3000
Entertainment		\$ 2757
Administration		\$ 4225
Facilities Rental		\$ 24946
Prizes and Awards		\$
Other (please specify) office/	telephone/postage	\$ 5690
Other (please specify) staff training		\$ 500
Other (please specify) buildin	g supplies/cleaning	\$ 8000
Other (please specify) outreach Gift Vouchers/food/gas		\$ 10000
Total Expenses		\$ 83118
Please attach the listed documentation to your completed application.	<ul> <li>Most recent financial statements</li> <li>Financial statement from previous year or previous festival/event</li> <li>Budget for program, service, festival/event</li> <li>Proof of incorporation, if applicable</li> <li>Proof of insurance (required if funding is approved)</li> </ul>	
I hereby acknowle provide a follow-u	dge that the Town of Arnprior rec o report, as described in the Mun	quires any successful applicant to icipal Grants Policy.



# **Conditions of Assistance**

- a) Any Grant funding provided by the Town of Arnprior must be applied to current expenses associated with the approved project, and not be used to subsidize any other project of the applicant, or to reduce or eliminate accumulated deficits.
- b) The Town of Arnprior must be notified in writing of any significant changes and/or purpose of the supported activity or event. In the event that the activity or event is not completed, or does not move forward, the Town of Arnprior reserves the right to request the return of any grant funding provided.
- c) Receipt of a grant does not guarantee funding the following or any subsequent year.
- d) The applicant acknowledges and agrees that the Town of Arnprior shall not be liable for any incidental, indirect, special or consequential damages, injury or any loss of use, revenue or profit of the organization arising out of or in any way related to the approved program/event/ service.
- e) Where applicable, the Town of Arnprior must be acknowledged on promotional materials related to the funded activities/event, including but not limited to brochures, print ads, programs, posters, signage and media releases, as well as websites, e-newsletters, and social media campaigns, where possible. The Marketing and Economic Development Officer will require information from the applicant, in advance on what materials/ electronic formats the Town's logo will be included on to ensure compliance with the Town's brand guidelines.
- f) The Town of Amprior reserves the right to an onsite presence, or formal role, at Festivals and Events. Failure to acknowledge the Town's support may result in the inability of an organization to obtain grant support in future years.



I acknowledge that I have read and understand the Condition of Assistance for receipt of Town of Arnprior Municipal Grants. I also acknowledge that I have read and agree to follow the Town of Arnprior's Municipal Grants Policy.

FINANCIAL STATEMENTS (Prepared without Audit)

**DECEMBER 31, 2021** 

Independent Practitioner's Review Engagement Report Statement of Financial Position Statement of Operations and Changes in Net Assets Statement of Cash Flows Notes to the Financial Statements



#### INDEPENDENT PRACTITIONER'S REVIEW ENGAGEMENT REPORT

To the Directors of Arnprior & District Paraclete Ministries

We have reviewed the accompanying financial statements of Arnprior & District Paraclete Ministries ("the NeighbourLink Fountain") that comprise the statement of financial position as at December 31, 2021 and the statements of operations and changes in net assets, and cash flows for the year then ended, and a summary of significant accounting policies and other explanatory information.

#### Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with Canadian accounting standards for not-for-profit organizations, and for such internal control as Management determines is necessary to enable the preparation of financial statements that are free from material misstatement, whether due to fraud or error.

#### **Practitioner's Responsibility**

Our responsibility is to express a conclusion on the accompanying financial statements based on our review. We conducted our review in accordance with Canadian generally accepted standards for review engagements, which require us to comply with relevant ethical requirements.

A review of financial statements in accordance with Canadian generally accepted standards for review engagements is a limited assurance engagement. The Practitioner performs procedures, primarily consisting of making inquiries of Management and others within the Entity, as appropriate, and applying analytical procedures, and evaluates the evidence obtained.

The procedures performed in a review are substantially less in extent than, and vary in nature from, those performed in an audit conducted in accordance with Canadian generally accepted auditing standards. Accordingly, we do not express an audit opinion on these financial statements.

#### Conclusion

Based on our review, nothing has come to our attention that causes us to believe that the financial statements do not present fairly, in all material respects, the financial position of the NeighbourLink Fountain as at December 31, 2021, and the results of its operations and its cash flows for the year then ended in accordance with Canadian accounting standards for not-for-profit organizations.

#### **Other Matter**

Comparative figures were not reviewed.

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Authorized to practise public accounting by The Chartered Professional Accountants of Ontario

Stittsville, Ontario February 10, 2022

106B McGonigal St. W. Arnprior, Ontario K7S 1M4 9 Emily Street Carleton Place, Ontario K7C 1R9 16 Gore Street West Perth, Ontario K7H 2L6 5992 Hazeldean Rd. Stittsville, Ontario K2S 1B9

Phone: 613-963-1430 (1-866-999-1339) Fax: 613-686-3960 (Perth local 613-267-3949)

acctg@khmpc.ca

## STATEMENT OF FINANCIAL POSITION (Prepared without Audit)

## As at December 31, 2021

	2021	2020
ASSETS		
CURRENT ASSETS		
Cash	\$ 77,926	\$ 58,475
Accounts receivable	3,042	2,387
Prepaid expenses	1,599	-
	\$ 82,567	\$ 60,862
LIABILITIES		
CURRENT LIABILITIES		
Accounts payable and accrued liabilities	\$ 2,500	\$ -
NET ASSETS	80,067	60,862
	\$ 82,567	\$ 60,862

The accompanying notes are an integral part of these financial statements.

## STATEMENT OF OPERATIONS AND CHANGES IN NET ASSETS (Prepared without Audit)

	2021	2020
REVENUE		
Donations Fundraiser	\$ 63,227	\$ 53,353 1,705
Subsidies and grants (note 4)	56,048	62,200
	119,275	117,258
EXPENSE		
Administration	13,866	11,245
Rent and occupancy costs	31,883	27,346
Salaries and benefits	25,030	21,597
Support programs	29,291	20,530
	100,070	80,718
NET REVENUE	19,205	36,540
NET ASSETS - BEGINNING OF YEAR	60,862	24,322
NET ASSETS - END OF YEAR	\$ 80,067	\$ 60,862

## For the year ended December 31, 2021

## STATEMENT OF CASH FLOWS (Prepared without Audit)

## For the year ended December 31, 2021

	2021	2020
CASH PROVIDED BY (USED IN)		
OPERATING ACTIVITIES		
Net revenue	\$ 19,205	\$ 36,540
Net change in non-cash working capital items:		
Accounts receivable	(655)	(823)
Prepaid expenses	(1,599)	-
Accounts payable and accrued liabilities	 2,500	 
NET CHANGE IN CASH	19,451	35,717
CASH - BEGINNING OF YEAR	58,475	22,758
CASH - END OF YEAR	\$ 77,926	\$ 58,475

## NOTES TO THE FINANCIAL STATEMENTS (Prepared without Audit)

## December 31, 2021

## 1. ORGANIZATION STATUS

Arnprior & District Paraclete Ministries ("the NeighbourLink Fountain") is incorporated under the laws of the Province of Ontario. As a registered charity, the NeighbourLink Fountain is exempt from income taxes under the Income Tax Act.

## 2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

## **Basis of Presentation**

These financial statements have been prepared in accordance with Canadian accounting standards for not-for-profit organizations. The principal accounting policies of the NeighbourLink Fountain are summarized as follows:

## Revenue Recognition

The NeighbourLink Fountain follows the deferral method of accounting for contributions. Donations, fundraising income, and grants are recorded as revenue in the year in which they are received unless designated for a future period, in which case they are deferred and taken into revenue in the period for which they are designated, or related expenses have been earned.

### **Contributed Services**

The work of the NeighbourLink Fountain is dependent on the voluntary service of many congregants. Since these services are not normally purchased by the NeighbourLink Fountain and because of the difficulty in determining the fair value, donated services are not recognized in these financial statements.

### Accounting Estimates

The preparation of financial statements in conformity with Canadian accounting standards for not-for-profit organizations requires Management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the dates of the financial statements and the reported amounts of revenues and expenditures during the reporting period. Actual results could differ from these estimates.

## NOTES TO THE FINANCIAL STATEMENTS (Prepared without Audit)

## December 31, 2021

### **3. FINANCIAL INSTRUMENTS**

The NeighbourLink Fountain's financial instruments consist of cash, accounts receivable, and accounts payable and accrued liabilities. It is Management's opinion that the fair value of these instruments is not materially different than their cost and that the NeighbourLink Fountain is not exposed to any significant interest rate, currency or credit risk.

### 4. COVID-19

On March 11, 2020, the World Health Organization categorized COVID-19 as a pandemic. The potential economic effects within the NeighbourLink Fountain's environment and measures being introduced at various levels of government to curtail the spread of the virus (such as travel restrictions, closures of non-essential municipal and private operations, imposition of quarantines and physical distancing) has had and is anticipated to continue to have a material impact on the NeighbourLink Fountain. Management is of the opinion that the NeighbourLink Fountain has received, and will continue to receive, sufficient financial aid from the Government for wage subsidies and other programs.

During the year, the NeighbourLink Fountain received the following grants and subsidies due to the pandemic:

	2021	2020
Canada Emergency Wage Subsidy (CEWS) program	\$ 4,769	\$ -
Canada Emergency Rent Subsidy (CERS) program	8,279	-
Arnprior Township	3,000	3,000
McNab/Braeside Township	-	5,000
Renfrew Township	40,000	54,200
	\$ 56,048	\$ 62,200

The NeighbourLink Fountain has claimed the CEWS/CERS based on Management's interpretation of the applicable legislation in the Income Tax Act. These claims are subject to review by Canada Revenue Agency (CRA); and any future CRA adjustments to these CEWS/CERS claims will be recorded by the NeighbourLink Fountain in the year of the adjustment.



# **Town of Arnprior Staff Report**

Subject: Proclamation – June 17 and 18, 2022 – CDKL5 Canada Awareness Days Report Number: 22-06-13-07 Report Author and Position Title: Kaila Zamojski, Deputy Clerk Department: Client Services Meeting Date: June 13, 2022

# **Recommendations:**

That Council proclaim June 17 and 18, 2022 as CDKL5 Canada Awareness Days 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	CDKL5 Canada PO Box 35053, Ellerbeck PO, Toronto ON M4K3P5
Section 5.2.2 – Contact Person's Name	Teresa Wong Director <u>twong@cdkl5canada.ca</u>
Section 5.2.3 – Name of Proclamation and Duration	CDKL5 Canada Awareness Days June 17 and 18, 2022
Section 5.2.4 – Appropriate Wording for	Yes, through letter and website research

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

Proclamation	
Section 5.2.5 – Request Flag to be flown/ flag raising ceremony	No
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 – CDKL5 Canada Awareness Days – June 17 and 18, 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 CDKL5 Canada Awareness Days June 17 and 18, 2022

**Whereas** CDKL5 Canada is a registered charitable corporation founded to pursue research into finding a cure for CDKL5 disorder; and

**Whereas** CDKL5 Deficiency Disorder is a rare genetic mutation that prevents the body from making essential proteins needed for brain development, causing children to have seizures as well as have issues achieving basic motor, vision, and other basic developmental milestones; and

**Whereas** CDKL5 Canada is looking to raise public awareness of this disorder, and provide support and information to all who deal with the hardships of this disorder; and

Whereas June is known as CDKL5 Awareness Month; and

**Whereas** on June 17<sup>th</sup> and 18<sup>th</sup>, CDKL5 Canada is hosting a free online "<u>Families United – CDKL5 International Family Conference</u>" with a goal of educating, empowering and uniting CDKL5 families and their communities.

**Therefore be it resolved that** I, Walter Stack, Mayor, do hereby proclaim June 17 and 18, 2022 as "**CDKL5 Canada Awareness Days**" in the Town of Arnprior and encourage all citizens to participate in the CDKL5 Canada online event, and learn more about this rare disorder, which affects people in our community.

Walter Stack, Mayor

# CDKL5 Canada

PO Box 35053, Ellerbeck PO, Toronto ON M4K3P5

Office of the Clerks Town of Arnprior

May 16, 2022

#### **Request for Proclamation**

Dear Council and/or City Clerk

On behalf of the CDKL5 CANADA, and the diagnosed individuals living in the Town of Arnprior, we are writing to request a proclamation for the month of June as CDKL5 Awareness Month.

CDKL5 Canada is a registered charitable corporation founded to pursue research into finding a CURE for CDKL5 disorder. <u>www.cdkl5canada.ca</u>

CDKL5 Deficiency Disorder is a rare genetic mutation that prevents the body from making essential proteins needed for brain development. 90% of the individuals affected with this disorder will develop seizures before 3 months of age. They will also struggle to achieve basic motor, vision, and other basic developmental milestones.

CDKL5 Canada Association exists of volunteer board members across Canada, to pursue research into finding a cure and treatments for CDKL5 disorder and to raise public awareness of the disorder, while providing support to those affected by CDKL5 in Canada. We believe in the power of collaboration and helping to unite efforts in curing this devastating disease. We are dedicated to raise vitally needed public awareness, to advocate and provide support and information to all who deal with the hardships of this disorder.

This observance gives us a means to focus attention in making it possible for CDKL5 CANADA, to continue public awareness and advocacy, provide parent/family support, fund research projects through the Hope Fund, host conferences, and maintain the Link Canada Registry. June, we encourage our communities to light up GREEN (lime green), to assist us with our mission.

If you need anything further, please don't hesitate to contact me by email: twong@cdkl5canada.ca

Thank you for taking the time to consider recognizing and supporting CDKL5 CANADA.

Sincerely

Teresa Wong Director CDKL5 Canada



# Minutes of Inclusivity & Diversity Advisory Committee Meeting May 5, 2022 6:30 PM Electronic Participation – Via Zoom

## **Committee and Staff Attendance**

## **Committee Members Present:**

Chair Lynn Grinstead Peter Shum, Committee Member Ananda Nicholas, Committee Member Rainner Bouret Amparo, Committee Member Ro Nwosu, Committee Member

**Committee Members Absent:** Aiden McGrath, Committee Member Brad Greyeyes-Brant, Committee Member Town Staff Present:

Robin Paquette, CAO Maureen Spratt, Town Clerk Graeme Ivory, Director of Recreation

## Also Present:

Jodie Bucholtz, Manager Local Immigration Partnership

## 1. Call to Order

Chair Lynn Grinstead called the Inclusivity & Diversity Advisory Committee meeting to order at 6:30 PM and welcomed those present.

## 2. Roll Call

The roll was called, with all Members of the Committee being present except Aiden McGrath and Brad Greyeyes-Brant.

## 3. Land Acknowledgement

Chair Lynn Grinstead 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 007-22 Moved by Rainner Bouret Seconded by Ananda Nicholas

# Minutes of Inclusivity Advisory Committee Meeting

**Be It Resolved That** the agenda for the Inclusivity & Diversity Advisory Committee Meeting dated Thursday, May 5, 2022, be adopted.

**Resolution Carried** 

5. Disclosures of Pecuniary Interest None

# 6. Adoption of Minutes of Previous Meeting(s)

Resolution Number 008-22 Moved by Ananda Nicholas Seconded by Rainner Bouret **Be It Resolved That** the minutes for the Inclusivity & Diversity Advisory Committee Meeting of Thursday, March 3, 2022, be adopted

**Resolution Carried** 

7. Presentations/ Delegations

None

# 8. Matters Tabled/ Deferred/ Unfinished Business

## a) Vision and Mission Statement Worksheet

Ro Nwosu thanked committee members for their input into the statement, noting she prepared two draft statements for review; as follows:

- The Inclusivity and Diversity Advisory Committee is focused on fostering, encouraging, and facilitating in the community. Diversity, inclusion, and equity are respected and valued at all levels of our town. In turn, the committee hopes to create a more successful, innovative, and trustworthy environment for all members of the community.
- The Inclusivity and Diversity Advisory Committee focuses on encouraging and facilitating systemic changes within the community. In turn, IDAC hopes to create a more trustworthy and innovative environment for all members of the community by celebrating diversity, embracing and fostering inclusivity, and making a commitment to action.

Upon review, the committee agreed that both statements are very well crafted, however, the second statement is more action-driven and impactful. Following discussion and agreement by the committee, Ro will review the statement for any grammatical changes and bring to the committee as IDAC's Vision and Mission Statement.

## b) Environmental Scan (Survey Results)

The Town Clerk provided a PowerPoint presentation, as well as accompanying document on the Inclusion and Diversity Survey Results, attached as Appendix A and forming part of these minutes. A discussion ensued, following which the committee agreed that:

# Minutes of Inclusivity Advisory Committee Meeting

- The municipality and this committee conduct regular surveys to solicit more feedback and ideas to collect data on this type of survey as well as any regular surveying of participants at events, such as the cultural event planned in August.
- The Clerk will begin to compile the actions/ideas/common themes recommended in the survey results and provide them to the committee to prioritize and bring to a future meeting. The priorities will create the action plan with timelines short-term/long-term.

# c) Cultural Event

The Director of Recreation provided an overview of the status of the cultural event planned for August 27<sup>th</sup>. The Director highlighted as far as staffing and infrastructure for the event we are in good shape, however, requested the committee's feedback on the types of artisans, musicians, themes, and name of the event ensuring that we are being inclusive. On the recommendation of Ro Nwosu, the committee agreed that the event is named the "Arnprior Night Market", and that annually the tag line for the event could change.

Following discussion, the Director will send an event information sheet, via email, for committee members to share with anyone they would like to see participating in the event, as well as other materials relative to timing and budget that were included in the grant application.

Committee members committed to send feedback for discussion at the June 2, 2022 meeting.

## 9. Staff Reports

None

## 10. New Business

A discussion ensued on how the municipality is celebrating Pride Month, following which the Clerk highlighted the municipality has been approached regarding repainting the pride crosswalk, as well as a request, was received and will be brought to Council to proclaim June 20-26, 2022 Pride Week in the Town of Arnprior, where the pride flag will be raised. Following discussion, the Clerk will ensure that the flag-raising and support of Pride Week are posted on social media.

# 11. Adjournment

Resolution Number 009-22 Moved by Ananda Nicholas Seconded by Rainner Bouret **That** this meeting of the Inclusivity and Diversity Advisory Committee be adjourned at 7:42 p.m.

**Resolution Carried** 

# The Corporation of the Town of Arnprior

# By-law Number 7311-22

A by-law to award a contract for the Arnprior Library Expansion.

**Whereas** Section 8 of the *Municipal Act, 2001,* S.O. 2001, c.25 provides broad authority on municipalities to enable municipalities to govern their affairs as considered appropriate and to enhance the municipality's ability to respond to municipal issues; and

**Whereas** in accordance with the Town's Procurement Policy (By-Law 6942-19) the Town issued a Request for Tender PW-2022-06 through a public process for the Arnprior Library Expansion; and

**Whereas** RenoKrew submitted the lowest acceptable bid of \$1,042,800.00 (plus HST) for the expansion to the Arnprior Library; and

**Whereas** Architects DCA submitted a proposal totaling \$51,750.00 (plus HST) for design and certification of construction progress;

**Whereas** on May 24<sup>th</sup>, 2022 Council passed a resolution to endorse the Library Expansion project with a total revised project budget of \$1,117,264.80; and

**And Whereas** on May 24<sup>th</sup>, 2022 Council passed a resolution to fund the \$430,122.80 budget shortfall from the Capital Expenditure Reserve Fund; and

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

- 1. That Council awards the contract for the Amprior Library Expansion, in accordance with Tender PW-2022-06, to RenoKrew in the amount of \$1,042,800.00 (plus HST); and
- 2. That Council authorize the CAO to enter into an agreement with RenoKrew, as well as execute such documentation as may be necessary to proceed with the project; and
- **3.** That Council authorize the CAO to enter into an agreement with Architects DCA, as well as execute such documentation as may be necessary to proceed with the project.
- **4.** That any by-laws, resolutions or parts of by-laws or resolutions inconsistent with this by-law be herby repealed.
- 5. That this by-law come into force and effect on the day of its passing.

Enacted and passed this 13th day of June, 2022.

Signatures:

Walter Stack, Mayor

Maureen Spratt, Town Clerk

## By-law Number 7312-22

A By-Law of the Corporation of the Town of Arnprior to amend By-law 6777-17 to authorize Council to delegate approval for Site Plan Control under Section 41 of the *Planning Act* 

**Whereas** Section 23(1) of the Municipal Act, 2001, S.O.2001 c.25 as amended, allows Council to delegate its powers and duties; and

**Whereas** Section 15 of By-law 6777-17 authorizes the CAO to recommend amendments at any time to this by-law as may be required to ensure the efficient and effective administration of Town operations; and

**Whereas** the purpose of delegation of approval authority is to help streamline the planning system and, in some cases, to help shorten approval timelines by providing municipal councils the authority to allow more planning decisions to be made by committees of council or staff; and

**Whereas** the Council of the Corporation of the Town of Arnprior is desirous to promote development within the Town of Arnprior by ensuring the most efficient and predictable approvals process possible; and

**Whereas** by virtue of Section 41 of the Planning Act, R.S.O. 1990, ch.P.13, as amended, Council will delegate site plan control approval to an employee, officer or agent of the Municipality;

**Therefore,** the Council of the Town of Arnprior enacts the following amendments to Bylaw Number 6777-17 "Delegation of Authority";

- **1. That** the following provisions in Schedule 'A' General Responsibilities of the Chief Administrative Officer, be amended as follows:
  - (j) make recommendations to the Clerk and Mayor to execute or act upon acknowledgements, directions and Subdivision agreements without having to return to Council for approval provided that the Council approved planning conditions and standard approved agreements are being generally utilized;
  - (p) the CAO is authorized to enter into administrative contracts (excluding land transactions, and subdivision agreements) necessary for effective and efficient operations of the Town, provided that the contract does not exceed spending or budget authority.

- **2.** That the following provisions be added to Schedule 'A' General Responsibilities of the Chief Administrative Officer:
  - (v) be delegated authority for Site Plan Control approvals under Section 41 of the Planning Act, and is authorized to enter into Site Plan Development agreements on behalf of the Municipality.
- **3.** That this By-law shall come into full force and effect immediately upon the passing thereof.

Enacted and passed this 13<sup>th</sup> day of June, 2022.

Signatures:

Walter Stack, Mayor

Maureen Spratt, Town Clerk

# The Corporation of the Town of Arnprior

## By-Law Number 7313-22

A by-law to authorize the execution of a lease agreement with Brandyn Defino of the Canadian Pro Shop.

**Whereas** Section 8 of the Municipal Act, 5.0., c.25 provides broad authority on municipalities to enable municipalities to govern their affairs as considered appropriate and to enhance the municipality's ability to respond to municipal issues; and

**Whereas** the Council of the Corporation of the Town of Arnprior deems it expedient to authorize the execution of a lease agreement with Brandyn Defino for use of the premises known municipally as 77 James Street, Arnprior, Ontario for the purposes of operating pro shop located inside Bert Hall Arena at the Nick Smith Centre;

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

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

**Enacted** and **Passed** this 13<sup>th</sup> day of June, 2022.

Walter Stack, Mayor

Maureen Spratt, Clerk

## The Corporation of the Town of Arnprior

This indenture is dated this 13<sup>th</sup> day June, 2022

## **Between:**

## The Corporation of the Town of Arnprior

## A municipality incorporated under the laws of the Province of Ontario

Hereinafter called the "Landlord"

and

## The Canadian Pro Shop

Hereinafter called the "Tenant"

In consideration of the rents, covenants and obligations stipulated herein the Landlord and the Tenant have agreed to enter into a Lease of the premises known municipally as 77 James Street, Arnprior Ontario, Canada, K7S 1C9 (the "Property"), for the Pro Shop (12ft x 19ft) located inside the Bert Hall Arena (Arena A) more particularly outlined in Schedule A attached (the "Premises").

## 1. Grant of Lease

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

## 2. Premises, Term and Extended

- (1) The Landlord hereby agrees to lease to the Tenant and the Tenant hereby agrees to lease from the Landlord that portion of the Property being dedicated space for the Tenant's pro shop (outlined on Schedule A). The Tenant shall have use of the pro shop during the facility's regular hours of business and shall also have the non-exclusive use of all common areas of the building and the Property.
- (2) The Tenant shall lease the Premises for a three (3) year term commencing June 1, 2022 and expiring on May 31, 2025 (the "Term").

## 3. Rent

- (1) During the Term, the Tenant shall pay to the Landlord annual gross rents of per year, based on use of dedicated space in the Bert Hall Arena of the Nick Smith Centre and the subsequent power provided, and shall be payable by the following terms:
  - a. For the term June 1, 2022 to May 31, 2023, a gross rent of \$1918.10+HST payable in monthly installments of \$159.84.
  - b. For the term June 1, 2023 to May 31, 2024, a gross rent of \$1975.65+HST payable in monthly installments of \$164.63.
  - c. For the term June 1, 2024 to May 31, 2025, a gross rent of \$2034.91+HST payable in monthly installments of \$169.57.
- (2) Gross Rent means the amounts payable by the Tenant to the Landlord pursuant to this Section.
  - a. Not included in the gross rent is Custodial Services or IT Services.
- (3) All payments made by the Tenant pursuant to this lease shall be delivered to the Landlord at the Landlord's address for service set out in Section 14 or to such other place as the Landlord may from time to time direct in writing.

## 4. Assignment

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

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

# 5. Use

- (1) During the Term of this Lease the Premises shall not be used for any purpose other than as office space and equipment storage without the express consent of the Landlord given in writing and all use of the Premises shall be subject to the Rules and Regulations in Schedule B attached and as the Landlord may reasonably make from time to time.
- (2) The Tenant shall not do or permit to be done at the Premises anything which may:
  - a. constitute a nuisance;
  - b. cause damage to the Premises;
  - c. cause injury or annoyance to occupants of neighbouring premises;
  - d. make void or voidable any insurance upon the Premises; or
  - e. constitute a breach of any by-law, statute, order or regulation of any municipal, provincial or other competent authority relating to the Premises.
- (3) The Tenant shall be responsible for the supply and installation of its name and identification at the premises, subject to approval of the Landlord.

- (4) The Tenant must comply with all Public Health and Provincial guidelines pertaining to COVID-19 orders and regulations. Any additional signage, equipment or infrastructure required to meet any guidelines or regulations will come at the expenses of the Tenant.
- (5) AND the Tenant covenants not to obstruct or interfere with the rights of the Landlord or other occupants of the Nick Smith Centre or in any way injure or annoy them or conflict with any of the rules and regulations of the Board of Health or any Statute or Municipal By-law.

### 6. Landlord's Work

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

### 7. Repair and Maintenance

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

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

### 8. Alterations and Additions

- (1) If the Tenant, during the Term of this lease or any renewal of it, desires to make any alterations or additions to the Premises, including but not limited to: erecting partitions, attaching equipment, and installing necessary furnishings or additional equipment of the Tenant's business, the Tenant may do so at its own expense, at any time and from time to time, if the following conditions are met:
  - a. before undertaking any alteration or addition the Tenant shall submit to the Landlord a plan showing the proposed alterations or additions and items included in the plan which are regarded by the Tenant as "Trade Fixtures" shall be designated as such on the plan, and the Tenant shall not proceed to make any alteration or addition unless the Landlord has approved the plan, and the Landlord shall not unreasonably or arbitrarily withhold its approval;
  - b. any and all alterations or additions to the Premises made by the Tenant must comply with all applicable building code standards and by-laws.
- (2) The Tenant shall be responsible for and pay the cost of any alterations, additions, installations or improvements that any governing authority, municipal, provincial or otherwise, may require to be made in, on or to the Premises.
- (3) No sign, advertisement or notice shall be inscribed, painted or affixed by the Tenant, or any other person on the Tenant's behalf, on any part of the inside or outside of the building in which the Premises are located unless the sign, advertisement or notice has been approved in every respect by the Landlord.
- (4) All alterations and additions to the Premises made by or on behalf of the Tenant, other than the Tenant's Trade Fixtures, shall immediately become the property of the Landlord without compensation to the Tenant.
- (5) The Tenant agrees, at his own expense and by whatever means may be necessary, immediately to obtain the release or discharge of any encumbrance that may be registered against the Landlord's property in connection with any additions or alterations to the Premises made by the Tenant or in connection with any other activity of the Tenant.
- (6) If the Tenant has complied with its obligations according to the provisions of this lease, the Tenant may remove its Trade Fixtures at the end of the Term or other termination of this Lease and the Tenant covenants that it will make good and repair or replace as necessary any damage caused to the Premises by the removal of the Tenant's Trade Fixtures.
- (7) Other than as provided in paragraph 7 (6) above, the Tenant shall not, during the Term of this Lease or anytime thereafter remove from the Premises any Trade Fixtures or other goods and chattels of the Tenant except in the following circumstances:

- a. the removal is in the ordinary course of business;
- b. the Trade Fixture has become unnecessary for the Tenant's business or is being replaced by a new or similar Trade Fixture; or
- c. the Landlord has consented in writing to the removal;

but in any case the Tenant shall make good any damage caused to the Premises by the installation or removal of any Trade Fixtures, equipment, partitions, furnishings and any other objects whatsoever brought onto the Premises by the Tenant.

- (8) The Tenant shall, at its own expense, if requested by the Landlord, remove any or all additions or improvements made by the Tenant to the Premises during the Term and shall repair all damage caused by the installation or the removal or both.
- (9) The Tenant shall not bring onto the Premises or any part of the Premises any machinery, equipment or any other thing that might in the opinion of the Landlord, by reason of its weight, size or use, damage the Premises or overload the floors of the Premises, and if the Premises are damaged or overloaded the Tenant shall restore the Premises immediately or pay to the Landlord the cost of restoring the Premises.

### 9. Insurance

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

Commercial General Liability insurance to a limit of liability not less than two million (\$2,000,000.00) dollars per occurrence, inclusive with an aggregate of not less than one million (\$1,000,000.00); The policy shall provide coverage for Bodily Injury, Property Damage and Personal Injury and shall include but not be limited to:

- Non-owned automobile coverage with a limit not less than two million (\$1,000,000.00) and shall include contractual non-owned coverage (SEF 96);
- ii. Products and completed operations coverage;
- iii. Broad form Property Damage; and
- iv. Contractual Liability
- b. Insurance for all contents for the full replacement costs on a broad form basis, including all risks direct damage insurance upon its merchandise, stock-in-trade, furniture, plate glass, fixtures and improvements to the full replacement value;
- c. Workers' Compensation or similar insurance affording statutory coverage and containing statutory limits, when the Tenant is statutorily so obliged.

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

### 10. Indemnification

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

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

# 11. Damage to the Premises

- (1) If the Premises or the building in which the Premises are located, are damaged or destroyed, in whole or in part, by fire or other peril, then the following provisions shall apply:
  - a. if the damage or destruction renders the Premises unfit for occupancy and impossible to repair or rebuild using reasonable diligence within 120 clear days from the happening of such damage or destruction, then the Term hereby granted shall cease from the date the damage or destruction occurred, and the Tenant shall immediately surrender the remainder of the Term and give possession of the Premises to the Landlord, and the Rent from the time of the surrender shall abate;
  - b. If the Premises can with reasonable diligence be repaired and rendered fit for occupancy within 120 days from the happening of the damage or destruction, but the damage renders the Premises wholly unfit for occupancy, then the rent hereby reserved shall not accrue after the day that such damage occurred, or while the process of repair is going on, and the Landlord shall repair the Premises with all reasonable speed, and the Tenant's obligation to pay Rent shall resume immediately after the necessary repairs have been completed;
  - c. If the leased Premises can be repaired within 120 days as aforesaid, but the damage is such that the leased Premises are capable of being partially used, then until such damage has been repaired, the Tenant shall continue in possession and the Rent shall abate proportionately.
- (2) Any question as to the degree of damage or destruction or the period of time required to repair or rebuild shall be determined by an architect retained by the Landlord.
- (3) Apart from the provisions of Section 11 (1) there shall be no abatement from or reduction of the Rent payable by the Tenant, nor shall the Tenant be entitled to claim against the Landlord for any damages, general or special, caused by fire, water, sprinkler systems, partial or temporary failure or stoppage of services or utilities which the Landlord is obliged to provide according to this lease, from any cause whatsoever.

# 12. Acts of Default and Landlord's Remedies

- (1) An Act of Default has occurred when:
  - a. the Tenant has failed to pay Rent for a period of 15 consecutive days, regardless of whether demand for payment has been made or not;
  - b. the Tenant has breached his covenants or failed to perform any of his

obligations under this lease; and

- i. the Landlord has given notice specifying the nature of the default and the steps required to correct it; and
- ii. the Tenant has failed to correct the default as required by the notice;
- c. the Tenant has:
  - i. become bankrupt or insolvent or made an assignment for the benefit of Creditors;
  - ii. had his property seized or attached in satisfaction of a judgment;
  - iii. had a receiver appointed;
  - iv. committed any act or neglected to do anything with the result that a Construction Lien or other encumbrance is registered against the. Landlord's property;
  - v. without the consent of the Landlord, made or entered into an agreement to make a sale of his assets to which the Bulk Sales Act applies;
  - vi. taken action if the Tenant is a corporation, with a view to winding up, dissolution or liquidation.
- d. any insurance policy is cancelled or not renewed by reason of the use or occupation of the Premises, or by reason of non-payment of premiums;
- e. the Premises;
  - i. become vacant or remain unoccupied for a period of 30 consecutive days; or
  - are not open for business on more than thirty (30) business days in any twelve (12) month period or on any twelve (12) consecutive business days;
  - iii. are used by any other person or persons, or for any other purpose than as provided for in this lease without the written consent of the Landlord.
- (2) When an Act of Default on the part of the Tenant has occurred:
  - a. the Landlord shall have the right to terminate this Lease and to re-enter the Premises and deal with them as it may choose
- (3) If, because an Act of Default has occurred, the Landlord exercises its right to terminate this Lease and re-enter the Premises prior to the end of the Term, the Tenant shall nevertheless be liable for payment of Rent and all other amounts payable by the Tenant in accordance with the provisions of this lease until the Landlord has re-let the Premises or otherwise dealt with the Premises in such manner that the cessation of payments by the Tenant will not result in loss to the Landlord, and the Tenant agrees to be liable to the Landlord, until the end of the Term of this Lease for payment of any difference between the amount of Rent hereby agreed to be paid for the Term hereby granted and the Rent any new tenant pays to the Landlord.

- (4) The Tenant covenants that notwithstanding any present or future Act of the Legislature of the Province of Ontario, the personal property of the Tenant during the term of this Lease shall not be exempt from levy by distress for Rent in arrears and the Tenant acknowledges that it is upon the express understanding that there should be no such exemption that this Lease is entered into, and by executing this Lease:
  - a. the Tenant waives the benefit of any such legislative provisions which might otherwise be available to the Tenant in the absence of this agreement; and
  - b. the Tenant agrees that the Landlord may plead this covenant as an estoppel against the Tenant if an action is brought to test the Landlord's right to levy distress against the Tenant's property.
- (5) If, when an Act of Default has occurred, the Landlord chooses not to terminate the Lease and reenter the Premises, the Landlord shall have the right to take any and all necessary steps to rectify any or all Acts of Default of the Tenant and to charge the costs of such rectification to the Tenant and to recover the costs as Rent.
- (6) If, when an Act of Default has occurred, the Landlord chooses to waive its right to exercise the remedies available under this Lease or at law the waiver shall not constitute condonation of the Act of Default, nor shall the waiver be pleaded as an estoppel against the Landlord to prevent his exercising its remedies with respect to a subsequent Act of Default. No covenant, term, or condition of this Lease shall be deemed to have been waived by the Landlord unless the waiver is in writing and signed by the Landlord.

# 13. Termination at End of Term

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

### 14. Notice

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

# To the Landlord at:

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

### To the Tenant at the Premises or at:

Brandyn Defino 119 Fourth Avenue Arnprior, ON K7S 1Z3

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

### 15. Registration

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

### 16. Interpretation

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

### 17. Lease Forms Entire Agreement

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

Signed, Sealed and Delivered this 13th day of April, 2022

The Corporation of the Town of Arnprior

Walter Stack, Mayor

Maureen Spratt, Clerk

We have authority to bind the Corporation.

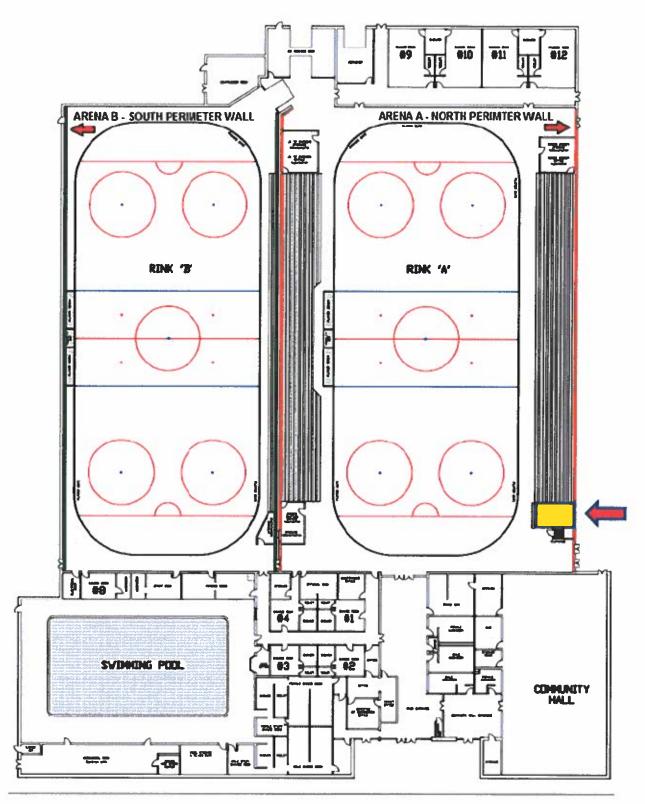
Tenant

Bradyn Defino, Tenant

I/We have authority to bind the Organization.

# Schedule "A" "The Premises"





## Schedule "B"

## "Rules and Regulations Forming Part of This Lease"

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

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

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

#### Schedule "C" "Tenant's Work"

The Tenant agrees with the following:

- 1. To maintain the Premises at its own expense in good order and in a clean and tidy condition;
- 2. To provide the following regular operating schedule:
  - The Pro Shop shall be open at such time to handle the regular operating program in the facility which is generally between the hours of 4:00 p.m. to 9:30 p.m., Monday through Friday, and 7:00 a.m. to 9:00 p.m. Saturday and Sunday.
  - In the case of a special event or tournament, the Pro Shop will be open one (1) hour in advance of the starting time and shall remain open for one half (1/2) hour after the conclusion of the event. This will be at the discretion of the Landlord
  - The hours of operation of the Pro Shop will be subject to approval of the Landlord. Any changes to this schedule shall be subject to approval of the Landlord.
  - The Pro Shop may be closed during slow periods or facility shutdowns, subject to approval of the Landlord, which approval will not be unduly withheld.
  - Facility schedules will be copied to the Tenant each month with special event schedules.
- 3. It is understood that the Tenant is representing the Landlord's interests and shall therefore provide customers and invitees a level of service including but not limited to courtesy and respect customarily provided by a public and municipal corporation.
- 4. It shall be the Tenant's responsibility to ensure the presence of the Tenant or Tenant's agent to accept deliveries from suppliers.
- 5. The Tenant must respect any Contracts that have been made with suppliers of the Town of Arnprior.
- 6. The Tenant shall ensure a clear entrance to the Elevator Control Room located in the Pro Shop.